AGENDA

Special Meeting

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

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

Douglas J. Schulze, City Manager
Heidi Skinner, 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, 2025

All Contributions to Candidates and Current Elected Officials are required to self-report a Declaration of Campaign Contribution to a Councilmember of more than $500 within the past year (effective Jan 1, 2025). 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.

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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 Special Meeting was called by the City Council of the City of National City was posted and provided on Thursday, June 25, 2026, at 6:00 p.m. Said meeting to be held Tuesday, June 30, 2026, 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 Special Meeting

Tuesday, June 30, 2026, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Pages

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE TO THE FLAG

4. PUBLIC COMMENT (Comment will be specific to Agenda Item)

   Speakers will have up to three (3) minutes.

5. PROCLAMATION AND RECOGNITION

   5.1 Parks and Recreation Month 8

   5.2 Battle of the Badges

6. CONSENT CALENDAR

   6.1 Approval of Meeting Minutes 9

   Recommendation:
   Approve and file.

   6.2 Calling an Election on November 3, 2026, to Conduct an Election for Mayor, City Councilmembers for Districts 1 and 3, and Adopt Regulations for Candidate Statements. 35

   Recommendation:
   Adopt the Resolutions Entitled:

   1) “A Resolution of the City Council of the City of National City, California, Calling for a General Municipal Election to be held Tuesday, November 3,

2026, for the Election of a Mayor, and Two Members of the City Council (Representing Districts 1 and 3), and Requesting the Board of Supervisors of the County of San Diego to Permit the Registrar of Voters to Consolidate the Municipal Election with the Statewide General Election to be Held on the Same Date and Perform Certain Services for the Conduct of the Election, as Required by the Provisions of the Laws of the State of California Relating to General Law Cities."

2.) "A Resolution of the City Council of the City of National City, California, Adopting Regulations for Candidates for Elective Office Pertaining to Candidates' Statements Submitted to the Voters, at an Election to be Held on Tuesday, November 3, 2026"; and

3) "A Resolution of the City Council of the City of National City, California, Providing for the Conduct of a Special Runoff Election for Elective Offices in the Event of a Tie Vote the Statewide General Municipal Election to be Held on Tuesday, November 3, 2026."

6.3 8th Street Bicycle and Pedestrian Rail Crossing Enhancements CIP 22-33 PSA No. F029 Rev. 1. 45

Recommendation:
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. F029 Rev. 1 with the State of California Department of Transportation for the 8th Street Bicycle and Pedestrian Rail Crossing Enhancements Project, CIP 22-33; 2) Authorizing the Establishment of an Engineering Grants Fund Appropriation of $500,000 and Corresponding Revenue Budget; and 3) Committing to Providing a Local Match of $64,781."

6.4 8th Street and Roosevelt Avenue Active Transportation Corridor Project, CIP 19-44, Project Overview and Grant Appropriation for Construction Phase. 59

Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Authorizing the Establishment of an Engineering Grants Fund Appropriation of $5,185,000 and Corresponding Revenue Budget for the Construction Phase of the 8th Street and Roosevelt Avenue Active Transportation Corridor Project, CIP No. 19-44; and 2) Committing to Providing a Local Match of $2,087,025."

6.5 Agreement with County of San Diego to access CAL-ID/RAN. 66

Recommendation:
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute an Agreement with the County of San Diego for California Identification System Remote Access Network Participation for the Period of July 1, 2026 through June 30, 2031."

6.6 Agreement with Needl, Inc. dba Aurelian, a Delaware Corporation (“Aurelian”), to Provide Aurelian AVA (Automated Virtual Assistant) Software to Support the National City Police Department’s Communications Center. 74

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.110 Regarding Exceptions to Formal Competitive Bidding and Authorizing the City Manager to Execute an Agreement with Needl, Inc. dba Aurelian for Automated Virtual Assistant Software in a Not-to-Exceed Amount of $135,000 for the National City Police Department.”

6.7 Amendment to the Agreement Between the City of National City and the Boys and Girls Club of Greater San Diego, Inc. 100

Recommendation:
Adopt the Resolution Entitled: “Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute the Fourth Amendment to Lease By and Between the City of National City and the Boys and Girls Club of Greater San Diego, Inc.,” Thereby Consenting to a Sublease between the Boys and Girls Club and the Neighborhood House Association for the City-owned Land and Building Located at 1430 "D" Avenue in National City.”

6.8 Amendments to the On-Call Consultant Agreements for City’s Capital Improvement Program 106

Recommendation:
Authorizing the Mayor to Execute 1) a Third Amendment to the Agreement with Neri Landscape Architecture to Extend the Agreement to December 31, 2026; 2) a Fourth Amendment to the Agreement with Randall Lamb Associates, Inc. to Extend the Agreement to December 31, 2026; 3) Fourth Amendments to the Agreements with A) D-Max Engineering, Inc. and B) Geosyntec Consultants, Inc. to Extend the Agreements to December 31, 2026 and Increase the Not-To-Exceed Amounts by $500,000 Each; 4) a Fifth Amendment to the Agreement with Innovative Construction Consultant Services, LLC to Extend the Agreement to December 31, 2026 and Increase the Not-To-Exceed Amount by $500,000; 5) a Fifth Amendment to the Agreement with STC Traffic, Inc. to Extend the Agreement to December 31, 2026 and Increase the Not-To-Exceed Amount by $500,000; and 6) Sixth Amendments to the Agreements with A) Chen Ryan Associates, Inc. and B) Project Professionals Corporation to Extend the Agreements to December 31, 2026 and Increase the Not-To-Exceed Amounts by $500,000 Each.”

6.9 First Amendment to the Keyser Marston Associates Agreement to Evaluate the Own NC Homeownership Request for Proposals by Developers for City-Owned Properties 136

Recommendation:
Adopt the Resolution Entitled, "Resolution of the Board of Directors of the Community Development Commission-Housing Authority (CDC-HA) of the City of National City, California, Authorizing the Executive Director or Designee to Execute the First Amendment to the January 21, 2025 Agreement with Keyser Marston Associates, Inc., to Extend the Agreement by One Year and Increase the Compensation Amount by $20,000 to Continue the Evaluation of Proposals Received for Homeownership Opportunities on City-Owned Properties."

6.10 Second Amendment to the Agreement with BNSF Railway Company 164

Recommendation:
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute the Second Amendment to Grade Crossing Construction and Maintenance Agreement with BNSF Railway Company for the Bayshore Bikeway Segment 5 and Connections Project, CIP No. 19-24."

6.11 Awarding a Contract to Borja Engineering & Construction, Inc. for Public Restroom Improvements at MLK Jr. Community Center, National City Public Library, Kimball Park, and Las Palmas Pool Building, CIP No. 26-09. 177

Recommendation:
Adopt a Resolution Entitled, Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Borja Engineering & Construction, Inc. in the Not-To-Exceed Amount of $485,961.21 for Public Restroom Improvements at the Martin Luther King Jr. Community Center, National City Public Library, Kimball Park, and Las Palmas Pool Building, CIP No. 26-09; 2) Authorizing a 15% Contingency in the Amount of $72,894.18 for any Unforeseen Changes; and 3) Authorizing the Mayor to Execute the Contract."

6.12 Awarding a Contract to Palm Engineering Construction Company, Inc. for the 24th Street Sewer Improvements Project, CIP No. 25-21. 202

Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Palm Engineering Construction Company, Inc. in the Not-To-Exceed Amount of $3,983,370.03 for the 24th Street Sewer Improvements Project, CIP No. 25-21; 2) Authorizing a 15% Contingency in the Amount of $597,506 for any Unforeseen Changes; and 3) Authorizing the Mayor to Execute the Contract."

6.13 Awarding a Contract to RGC General Engineering, Inc. for the N Avenue Traffic Circles, CIP No. 25-08. 223

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to RGC General Engineering, Inc. in the Not-To-Exceed Amount of $242,869 for the N Avenue Traffic Circles, CIP No. 25-08; 2) Authorizing a 15% Contingency in the Amount of $36,430.35 for any Unforeseen Changes; and 3) Authorizing the Mayor to Execute the Contract.”

6.14 Awarding a Contract to Rove Engineering Inc. for the 8th and Roosevelt Active Transportation Corridor (PLA) CIP No. 19-44. 245

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Rove Engineering, Inc. in the Not-To-Exceed Amount of $5,034,223.00 for the 8th and Roosevelt Active Transportation Corridor Project, CIP No. 19-44; 2) Authorizing a 10% Contingency in the Amount of $503,422.30 for any Unforeseen Changes; and 3) Authorizing the Mayor to Execute the Contract.”

6.15 Successor Agency Multi-Year Budget for Fiscal Years 2026-27 through 2032-33 271

Recommendation:
Adopt the Resolution Entitled: “Resolution of the Board of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency, California (Successor Agency), Adopting a Multi-Year Budget for Fiscal Years 2026-27 through 2032-33 that is Consistent with the Successor Agency’s Approved Last and Final ROPS.”

6.16 Awarding a Contract to Palm Engineering Construction Company, Inc. for the 24th Street Sewer Improvements Project, CIP No. 25-21. 280

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Palm Engineering Construction Company, Inc. in the Not-To-Exceed Amount of $3,983,370.03 for the 24th Street Sewer Improvements Project, CIP No. 25-21; 2) Authorizing a 15% Contingency in the Amount of $597,506 for any Unforeseen Changes; and 3) Authorizing the Mayor to Execute the Contract.”

6.17 Temporary Use Permit – Meeting of Styles Hosted by Vision Culture Foundation at 1726 Wilson Ave. on Sunday, July 19th, 2026, from 9:00 a.m. to 7:00 p.m. 301

Recommendation:
Approve the Application for a Temporary Use Permit Subject to Compliance with all Conditions of Approval and in Accordance with City Council Policy 802.

7. STAFF REPORT

7.1 Memorandum of Agreement with Community HousingWorks for the Paradise Creek Enhancement Project FY 2025-2029 Multi-Year Plan Utilizing Program Income. 322

Recommendation:
Adopt the Resolution Entitled, “Resolution of the City Council of the City of National, California, 1) Authorizing the City Manager or his Designee to Execute a Memorandum of Agreement with Community HousingWorks for the Paradise Creek Enhancement Project FY 2025-2029 Multi-Year Plan for Program Income, and 2) Authorizing the Establishment of an Appropriation and Corresponding Revenue Budget in the Amount of $1,570,000 in the Reimbursable Grants Citywide Fund for the Paradise Creek Enhancement Project.”

7.2 Awarding a Contract to Palm Engineering Construction Company, Inc. for the Paradise Creek Educational Park Wetland Expansion Project, CIP No. 21-28. 405

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Palm Engineering Construction Company, Inc. in the Not-To-Exceed Amount of $1,092,945.25 for the Paradise Creek Educational Park Wetland Expansion Project, CIP No. 21-28; 2) Authorizing a 15% Contingency in the Amount of $163,942 for any Unforeseen Changes; and 3) Authorizing the Mayor to Execute the Contract”.

7.3 Authorization to Issue a Request for Proposals (RFP) for City Council Facilitation Services. 428

Recommendation:
That the City Council Authorize the City Manager to Issue a Request for Proposal (RFP) for City Council Facilitation Services (RFP-2026-01) and Authorize the City Manager to take all Necessary Steps to Solicit, Evaluate, and Return to the City Council with a Recommendation for Award of a Professional Services Agreement.

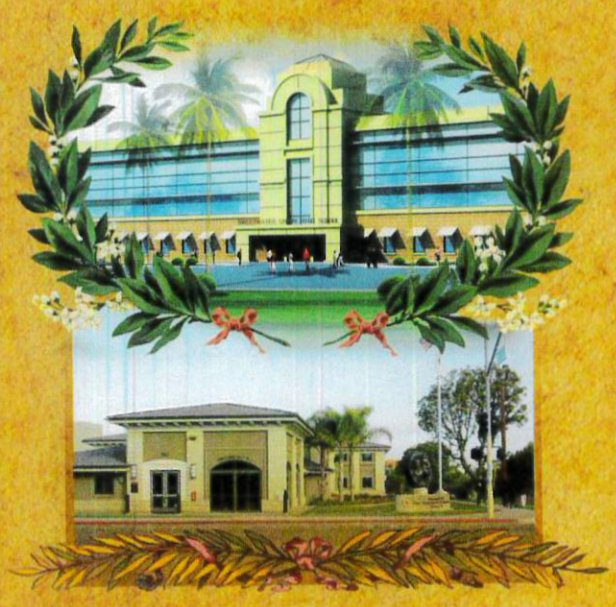
7.4 Letter of Support for Tidelands Avenue Electric Truck Hub Project. 482

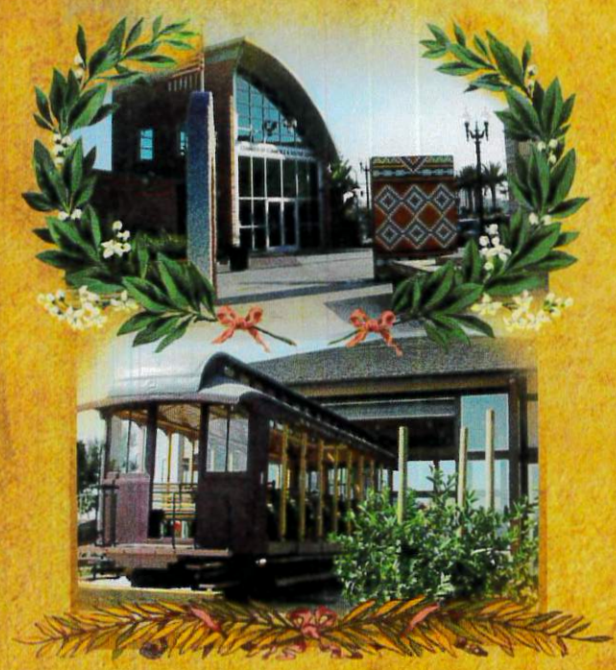
Recommendation:
Authorize the City Manager to submit a Letter of Support to the Port of San Diego for the Tidelands Avenue Electric Truck Hub Project.

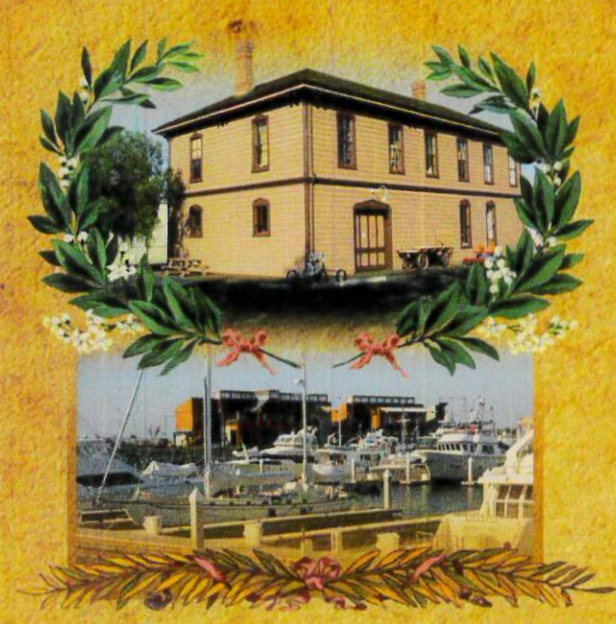
8. ADJOURNMENT











Proclamation

CALIFORNIA
NATIONAL CITY
1887
INCORPORATED

WHEREAS, parks and recreation promote health and wellness by improving the physical and mental well-being of people who live, work, and play in our community; and

WHEREAS, parks and recreation encourage time spent in nature, which positively impacts mental health by enhancing cognitive performance, reducing stress, and supporting overall well-being; and

WHEREAS, parks and recreation support active lifestyles by providing spaces for sports, hiking, swimming, fitness activities, and other recreational opportunities for people of all ages and abilities; and

WHEREAS, parks and recreation agencies often provide healthy meals, nutrition services, wellness education, & programs that support healthy communities; and

WHEREAS, parks and recreation programs and educational activities, including out-of-school-time programming, youth sports, and environmental education, play a critical role in the healthy development of children and youth; and

WHEREAS, parks and recreation contribute to a community's economic vitality through increased tourism, enhanced quality of life, attraction and retention of businesses, expansion of the local tax base, and increased property values; and

WHEREAS, parks and recreation are fundamental to the environmental well-being and sustainability of our community by preserving open spaces, supporting biodiversity, and enhancing natural resources; and

WHEREAS, parks and recreation provide essential and adaptable infrastructure that helps communities remain resilient in the face of natural disasters, climate-related challenges, and other emergencies; and

WHEREAS, the City of National City recognizes the vital role that parks, recreation facilities, programs, volunteers, and professionals play in enhancing the quality of life for residents and visitors alike;

NOW, THEREFORE, BE IT RESOLVED, that I, Ron Morrison, Mayor of the City of National City, by virtue of the authority vested in me, hereunto set my hand and affix the official seal and on behalf of the City Council, do hereby proclaim July 2026 as:

Parks and Recreation Month

in the City of National City and encourage all residents, businesses, and community organizations to recognize and celebrate the many benefits that parks and recreation provide in building a healthier, more vibrant, sustainable, and connected community.

Ron Morrison
Mayor

Luz Molina
Vice Mayor

Marcus Bush
Councilmember

Jose Rodriguez
Councilmember

Ditas Yamane
Councilmember

AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, June 30, 2026
Approved by: Douglas J. Schulze, City Manager

SUBJECT:
Approval of Meeting Minutes

RECOMMENDATION:
Approve and file.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Meeting Minutes:

Special City Council Meeting of May 29, 2026
Special City Council Meeting of June 2, 2026 – Closed Session
Regular City Council Meeting of June 2, 2026
Regular City Council Meeting of June 16, 2026

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 May 29, 2026 – Meeting Minutes
Exhibit B - Special City Council Meeting of June 2, 2026 – Closed Session – Meeting Minutes
Exhibit C - Regular City Council Meeting of June 2, 2026 – Meeting Minutes
Exhibit D - Regular City Council Meeting of June 16, 2026 – Meeting Minutes

SPECIAL MEETING MINUTES OF THE CITY COUNCIL

May 29, 2026, 4:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Present:	**Councilmember Yamane** **Councilmember Rodriguez** *(via Zoom)* **Councilmember Bush** *(arrived at 4:27 p.m.)* **Vice-Mayor Molina** **Mayor Morrison**
Others Present:	**Heidi Skinner, Interim City Attorney** **Shelley Chapel, City Clerk** *(Via Zoom)* **Derek Aydelotte, Acting Deputy City Manager** **Tonya Hussain, Deputy City Clerk** **Brian Krepps, Acting Deputy City Manager** **David McEachern, Community Development Specialist III** **Angelita Palma, Community Development Manager** **Martin Reeder, Director of Community Development** **Rex Sanders, Interim Director of Human Resources**

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1. CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 4:11 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: Yamane, Rodriguez *(via Zoom),* Bush *(4:27 p.m. arrival),* Molina, Morrison

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

Mayor Morrison announced that Councilmember Rodriguez was participating via Zoom under the Teleconferencing Policy of the Brown Act due to an emergency.

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Yamane led the Pledge of Allegiance.

4. PUBLIC COMMENT (Comment will be specific to Agenda Item)

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

In-person comment:	Virtual Comment:
Karla Samayoa	Alex San Andres
Ed Nieto	Georgette Wilson
	Antonio Sacido

5. STAFF REPORT

5.1 Own National City Homeownership RFP Proposal Recommendations

Director of Community Development Martin Reeder introduced the item. Community Development Manager Angelita Palma and Keyser Marston Associates Senior Principal Linnie Gavino provided a PowerPoint presentation.

Habitat for Humanity President & CEO Kwofi Reed, architect Jimmy Bruner, San Andres Real Estate Group Founder and Managing Principal Alex San Andres, Antonio Sacido, Casa Familiar Director of Development Becky Constantine addressed the City Council.

Councilmember Yamane disclosed her familiarity with Casa Familiar's project proposal, stating that a comparable development is currently being constructed on a parcel adjacent to property she owns in San Ysidro.

City Council provided direction to staff.

Mayor Morrison left the dais at 6:26 p.m. and returned at 6:28 p.m.

Councilmember Bush left the dais at 6:36 p.m. and returned at 6:42 p.m.

Recommendation: Review, Receive Presentation, and Provide Staff Direction to Enter Discussions with Select Development Teams to Draft Exclusive Negotiation Agreements ("ENAs") for Future City Council Consideration at a Subsequent Meeting Date.

6. CLOSED SESSSION

Members retired into Closed Session at 7:30 p.m. and returned at 8:25 p.m. with all members present in attendance: Bush, Rodriguez (left at 7:45 p.m.), Yamane, Molina, Morrison, and Skinner, Romero, Krepps, Aydelotte, and Sanders.

Mayor Morrison introduced Interim City Attorney Skinner who announced that there was no reportable action on Closed Session Item 6.1.

6.1 PUBLIC EMPLOYMENT

Government Code Section 54957(b)(1)
Position: City Manager

7. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, June 2, 2026, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 8:26 p.m.

_____
Tonya Hussain, CMC, Deputy City Clerk

The foregoing minutes were approved at the Special Meeting of June 30, 2026.

_____
Ron Morrison, Mayor

SPECIAL MEETING MINUTES OF THE CITY COUNCIL
CLOSED SESSION

June 2, 2026, 4:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Present:	**Councilmember Yamane** **Councilmember Rodriguez** **Vice-Mayor Molina** **Mayor Morrison**
Absent:	**Councilmember Bush**
Others Present:	**Steve Manganiello, Acting City Manager** **Heidi Skinner, Interim City Attorney** **Shelly Chapel, City Clerk** *(via Zoom)* **Derek Aydelotte, Acting Deputy City Manager** **Tonya Hussain, Deputy City Clerk**

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1. CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 4:06 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: Yamane, Rodriguez, Molina, Morrison

Absent: Bush

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Rodriguez led the Pledge of Allegiance.

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

No public comment.

5. CLOSED SESSION

Members retired into Closed Session at 4:08 p.m. and returned at 5:42 p.m. with all members present in attendance: Rodriguez, Yamane, Morrison, Molina, Manganiello, Skinner, Aydelotte, and Krepps.

5.1 SIGNIFICANT EXPOSURE TO LITIGATION

Pursuant to Paragraph (2) Subdivision (d)
Government Code Section 54956.9
Number of Cases: 1

5.2 PUBLIC EMPLOYMENT

Government Code Section 54957(b)(1)
Position: City Manager

Mayor Morrison announced that actions taken in Closed Session would be reported at the Regular City Council Meeting that followed this meeting.

6. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, June 2, 2026, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 5:42 p.m.

_____
Tonya Hussain, CMC, Deputy City Clerk

The foregoing minutes were approved at the Special Meeting of June 30, 2026.

_____
Ron Morrison, Mayor

REGULAR MEETING MINUTES OF THE CITY COUNCIL

June 2, 2026, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

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

Others Present: **Stephen Manganiello, Acting City Manager**
Heidi Skinner, Interim City Attorney
Shelley Chapel, City Clerk *(via Zoom)*
Derek Aydelotte, Acting Deputy City Manager
Rachelle Barrera, Acting Director of Finance
Danielle Ghio, City Librarian
Martha Juarez, Acting Director of Engineering & Public Works
Tonya Hussain, Deputy City Clerk
James Kim, Graffiti Abatement Technician
Sergio Mora, Fire Chief
Mike Pacheco, Director of Community Services
Martin Reeder, Director of Community Development
Rex Sanders, Interim Director of Human Resources
Chris Sullivan, Police Captain

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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 6:08 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

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

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

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Bush led the Pledge of Allegiance.

4. INVOCATION

Invocation delivered by CdO Church Rev. Dr. Jose Escamilla.

5. PUBLIC COMMENT

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

In-Person Comment:
Purita Javier
Cesar Javier
Ted Godshalk
Cynthia Fuller Quinones
Ed Nieto
Liliana Armenta

Virtual Comment:
Madison Rapp
Judi Strang
Becky Rapp
Terri Skelly
Peggy Walker

Written Comment:
Luis Armando
James Saavedra

Councilmember Rodriguez left the dais at 6:26 p.m. and returned at 6:28 p.m.

6. PROCLAMATIONS AND RECOGNITION

6.1 Introduction of New Hires and Promotions of City Employees

Police Captain Chris Sullivan, Acting Director of Engineering & Public Works Martha Juarez, Fire Chief Mora, and Acting City Manager Stephen Manganiello introduced new members of staff.

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

7.1 EDCO Update 2026

EDCO General Manager Carl Scherbaum provided a PowerPoint presentation.

7.2 Building Together Mural Reveal

PowerPoint presentation presented by Vision Culture Foundation.

In-Person Comment:
Giselle Rocha
Jhelen Ramirez
Larry Conde
Angela Mascena
Carlos
George Shaffer
Jessica Marie Banya

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

Councilmember Bush provided an update on the Air Pollution Control District and spoke to the Indirect Source Rule.

Vice-Mayor Molina announced her attendance at an upcoming SANDAG Audit Committee meeting.

Mayor Morrison reported on the Budget Committee meeting for the Regional Solid Waste Association and the City's rotation off as the Treasurer. Mayor Morrison provided an update on the SANDAG Planning meeting where housing and the Regional Housing Needs Assessment was discussed.

9. CONSENT CALENDAR

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Bush to approve Consent Calendar Items with the exception of Items 9.7, 9.8, 9.11, 9.15, and 9.16. Item 9.6 was pulled for discussion by Councilmember Bush and Items 9.10 and 9.12 were pulled for discussion by Councilmember Rodriguez.

Motion carried by unanimous vote.

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

Motion carried by unanimous vote.

9.2 Initiating Proceedings for the Levy and Collection of Assessments for the Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2026-27.

Adopted Resolution No. 2026-56

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Initiating Proceedings for the Levy and Collection of Assessments for the Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2026-27."

Motion carried by unanimous vote.

9.3 Approval of the Annual Report for the Landscape Maintenance District No. 1 (Mile of Cars) For Fiscal Year 2026-27.

Adopted Resolution No. 2026-57

Adopt the Resolution Entitled "Resolution of the City Council of the City of National City, California, Approving the Annual Report for the Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2026-27."

Motion carried by unanimous vote.

9.4 Intention to Conduct a Public Hearing on June 16, 2026, and to Levy and Collect Assessments for the Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2026-27.

Adopted Resolution No. 2026-58

Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Declaring Its Intention to Conduct a Public Hearing on June 16, 2026 and to Levy and Collect Assessments for the Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2026-27.”

Motion carried by unanimous vote.

9.5 Approval of Meeting Minutes

Approve and file.

Motion carried by unanimous vote.

Item pulled for discussion.

9.6 2025 Annual Military Equipment Use Report.

Adopted Resolution No. 2026-59

Police Captain Sullivan addressed the City Council.

Recommendation: Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Accepting the 2025 Annual Military Equipment Use Report and Renewing Ordinance 2022-2496.”

ACTION: Motion by Councilmember Bush, seconded by Councilmember Yamane to adopt the resolution and in the future annual reports that the item is heard by CPRC prior to coming to the City Council with complete information.

Motion carried by unanimous vote.

Item pulled for public comment.

9.7 CTCAC Regulatory Agreement Execution and Amendment to Kimball Highland Ground Lease and Promissory Note

Adopted Resolution No. 2026-98

Public comment was received by Cesar Javier.

Recommendation: Adopt the Resolution Entitled, “Resolution of the Board of the Community Development Commission-Housing Authority of the City of National City, California, Authorizing the Executive Director to Execute the CTCAC Regulatory Agreement and Approve Amendments to the Ground Lease and Capitalized Ground Rent Promissory Note for Site 2 of the Kimball Highland Master Plan, Located at 1221 D Avenue in National City.”

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

Councilmember Yamane stated that she made requests to the City Manager on this item as a result of questions and comments that stemmed from her briefings with staff.

Motion carried by unanimous vote.

Councilmember Bush left the dais at 7:57 p.m. and returned at 8:05 p.m.

Item pulled for public comment.

9.8 Notice of Completion for the Bicycle Wayfinding Signage Project CIP 19-25.

Adopted Resolution No. 2026-60

Public comment was received from Thomas Rike and Cesar Javier.

Recommendation: Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Accepting the Work Performed by A Good Sign & Graphics Co. for the Bicycle Wayfinding Signage Project, CIP 19-25; 2) Approving the Final Contract Amount of $439,903.47; 3) Ratifying the Release of Retention in the Amount of $21,995.17; and 4) Authorizing the Mayor to Sign the Notice of Completion."

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

Motion carried by unanimous vote by those present.

Councilmember Bush was absent.

9.9 Notice of Completion for the Granger Avenue Storm Drain Project, CIP No. 25-05.

Adopted Resolution No. 2026-61

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Accepting the Work Performed by Wright Construction Engineering Corp for the Granger Avenue Storm Drain Project, CIP No. 25-05; 2) Approving the Final Contract Amount of $310,388.52; 3) Ratifying the Release of Retention in the Amount of $15,519.43; and 4) Authorizing the Mayor to Sign the Notice of Completion."

Motion carried by unanimous vote.

Item pulled for discussion.

9.10 Notice of Decision – Planning Commission Approval of a Conditional Use Permit (CUP) for a Drive-Through Addition to an Existing Restaurant (Karina's Mexican Seafood) Located at 1705 Highland Avenue.

Director of Community Development Martin Reeder answered questions posed by the City Council.

Recommendation: Staff Recommends Approval of the Conditional Use Permit (CUP) Request for a Drive-Through Addition to an Existing Restaurant, Subject to the Recommended Conditions in the Attached Planning Commission Resolution No. 2026-05 and a Determination that the Project is Categorically Exempt from CEQA.

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

Motion carried by unanimous vote.

Item pulled for public comment.

9.11 Projects to Receive Funding Pursuant to SB1 from the Road Maintenance and Rehabilitation Account through the Local Streets and Roads Funding Program.

Adopted Resolution No. 2026-62

Public comment was received from Cesar Javier.

Recommendation: Adopt the Resolution Entitled: “Resolution of the City Council of the City of National City, California, Recommendation: 1) Approving the Following Projects Proposed to Receive Funding from the Road Maintenance and Rehabilitation Account through the Local Streets and Roads Funding Program as Required by Senate Bill 1, the Road Repair and Accountability Act of 2017: A) Citywide Protected Left Turn Enhancements Project, CIP 19-22, B) 8th Street Bicycle and Pedestrian Rail Crossing Enhancements, CIP 22-33, and C) 24th Street Transit Center Connections Project, CIP 23-13, and 2) Authorizing the Establishment of a Gas Tax (RMRA) Fund Appropriation and Corresponding Revenue Budget of $1,654,471 for Fiscal Year 2026-2027.”

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

Motion carried by unanimous vote.

Item pulled for discussion.

9.12 Investment Report for the Quarter Ended December 31, 2025.

Acting Director of Finance Rachelle Barrera answered questions posed by the City Council.

Recommendation: Accept and File the Investment Report for the Quarter Ended December 31, 2025.

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Yamane to accept and file the investment report.

Motion carried by unanimous vote.

9.13 Investment Transactions for the Month Ended January 31, 2026.

Accept and File the Investment Transaction Ledger for the Month Ended January 31, 2026.

Motion carried by unanimous vote.

9.14 Investment Transactions for the Month Ended February 28, 2026.

Accept and File the Investment Transaction Ledger for the Month Ended February 28, 2026.

Motion carried by unanimous vote.

Vice-Mayor Molina left the dais at 8:18 p.m. and returned at 8:22 p.m.

Item pulled for public comment.

9.15 Warrant Register No. 43 for the Period of 4/17/26 through 4/23/26 in the Amount of $4,122,399.37

Public comment was received from Thomas Rike and Ed Nieto.

Recommendation: Ratify Warrants Totaling $4,122,399.37.

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Bush to ratify the warrant registers for Agenda Items 9.15 and 9.16.

Item pulled for public comment.

9.16 Warrant Register No. 44 for the Period of 4/24/26 through 4/30/26 in the Amount of $1,490,629.19

Public comment was received from Thomas Rike.

Recommendation: Ratify Warrants Totaling $1,490,629.19.

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Bush to ratify the warrant registers for Agenda Items 9.15 and 9.16.

10. PUBLIC HEARING

10.1 Public Hearing and Adoption of a Resolution Accepting the City of National City Sewer Tax Roll Fiscal Year 2026-2027 Report.

Adopted Resolution No. 2026-63

Mayor Morrison opened the Public Hearing at 8:23 p.m.

Public comment was received from Cesar Javier.

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

Motion carried by unanimous vote.

Public Hearing closed at 8:26 p.m.

Recommendation: Hold a Public Hearing and Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Accepting the City of National City Sewer Tax Roll Fiscal Year 2026-2027 Report, Which Identifies by Parcel Number Each Parcel of Real Property Receiving Sewer Services and the Amount of Sewer Charges for Each Parcel for FY 2026-27 as Required by the California Health and Safety Code Section 5473, *et seq*., Pertaining to Collection of Sewer Charges on the Tax Roll; 2) Directing the City Clerk to File the Report with the County of San Diego Auditor and Controller; and 3) Directing the Director of Public Works / City Engineer to Submit a Certification of the Sewer Service Charges to the County of San Diego Auditor and Controller."

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

Motion carried by unanimous vote.

10.2 Public Hearing – Local Public Employee's Vacant Positions – Assembly Bill No. 2561.

Interim Director of Human Resources Rex Sanders introduced Human Resources Analyst II Hailey Luscher who provided a PowerPoint presentation.

Mayor Morrison opened the Public Hearing at 8:31 p.m.

Public comment was received from Jeremy Day.

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

Motion carried by unanimous vote.

Public Hearing closed at 8:34 p.m.

Recommendation: Pursuant to AB 2561, hold a Public Hearing and Receive the Staff Report and Presentation on Local Public Employees Vacant Positions.

No vote.

11. STAFF REPORTS

11.1 Consideration of a Resolution Adopting a Budget for Fiscal Year 2026-2027

Adopted Resolution No. 2026-64

Budget Manager Paul Valadez provided a PowerPoint presentation.

Public comment was received from Thomas Rike and Ed Nieto.

Recommendation: Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Adopting a Budget for Fiscal Year 2026-2027."

ACTION: Motion by Councilmember Bush, seconded by Councilmember Rodriguez to approve the proposed budget, for the budget to return at a City

Council meeting in August for further discussion, and to remove the meal reduction for seniors.

ACTION: Substitute motion by Mayor Morrison, seconded by Vice-Mayor Molina to adopt the budget as recommended and to revisit it at a City Council meeting in August.

Motion failed by 2-3 vote.

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

Original Motion: Motion carried by 4-1 vote.

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

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 Interim City Attorney Heidi Skinner who announced that there was no reportable action on Closed Session Items 5.1 and 5.2.

CLOSED SESSION

5.1 SIGNIFICANT EXPOSURE TO LITIGATION Pursuant to Paragraph (2) Subdivision (d) Government Code Section 54956.9 Number of Cases: 1

5.2 PUBLIC EMPLOYMENT Government Code Section 54957(b)(1) Position: City Manager

15. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, June 16, 2026, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 9:37 p.m.

_____
Tonya Hussain, CMC, Deputy City Clerk

The foregoing minutes were approved at the Special Meeting of June 30, 2026.

_____
Ron Morrison, Mayor

REGULAR MEETING MINUTES OF THE CITY COUNCIL

June 16, 2026, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Present:	**Councilmember Yamane** **Councilmember Rodriguez** **Councilmember Bush** **Vice-Mayor Molina** **Mayor Morrison**
Others Present:	**Stephen Manganiello, Acting City Manager** **Heidi Skinner, Interim City Attorney** **Shelley Chapel, City Clerk (via Zoom)** **Derek Aydelotte, Acting Deputy City Manager** **Rachelle Barrera, Acting Director of Finance** **Danielle Ghio, City Librarian** **Alejandro Hernandez, Police Chief** **Tonya Hussain, Deputy City Clerk** **Martha Juarez, Acting Director of Engineering & Public Works** **Sergio Mora, Fire Chief** **Mike Pacheco, Director of Community Services** **Angelita Palma, Community Development Manager** **Martin Reeder, Director of Community Development** **Rex Sanders, Interim Director of Human Resources** **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 6:09 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: Yamane, Rodriguez, Bush, Molina, Morrison

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

Mayor Morrison announced that Item 11.1 was pulled from the agenda by staff and would return at a City Council meeting on June 30, 2026. He announced that any public comment for the item would be heard during general public comment.

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Bush led the Pledge of Allegiance.

4. INVOCATION

Invocation was delivered.

5. PUBLIC COMMENT

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

In-Person Comment:

Crystal Cruz
Michael Thomas
Jenifer Ball
Patti Finnegan
Karen McManus
Joel Tubao
Jeremy Day
Scott Kiefner
Alicia Mendoza
George Ching
Ramoa Gomez
Sophie Silvestri
Sharon Bernie Cloward
Matt Danilowicz
Randi Castle-Salgado
Ted Godshalk
Mike Montoya
Sherry Gogue

Written Comment:

Marissa Cuevas
David Garcia Ozua

In accordance with City Council Policy 104, the allotted time of 30 minutes had been reached for Public Comment. Mayor Morrison continued remaining speakers to the end of the meeting.

Councilmember Bush left the dais at 6:36 p.m. and returned at 6:36 p.m.

6. PROCLAMATIONS AND RECOGNITION

6.1 LGBTQ+ Pride Month

Mayor Morrison introduced Community Services Recreation Supervisor Zaide Jurado who accepted the Proclamation.

6.2 Employee of the Quarter - Corporal Anthony Carlomagno

Police Chief Hernandez introduced Corporal Anthony Carlomagno.

7. PRESENTATION

7.1 Port of San Diego Presentation - Tidelands Avenue Electric Truck Hub Project and Environmental Impact Report

Port of San Diego Chief Strategy Officer Job Nelson and Program Manager of Climate and Sustainability Peter Eicher provided a PowerPoint presentation.

An audio presentation was provided by Port Commissioner GilAnthony Ungab.

Skycharger Founder & CEO Andy Karetsky addressed the Council.

Councilmember Bush left the dais at 7:03 p.m. and returned at 7:05 p.m.

In-person public comment:

Gloria Salas
Monserrat Hernandez
Alicia Sanchez
Bryan Gonzalez
Cori Schumacher
Jasmin Vargas
Alisha Morrison
Doyle Morrison
Cynthia Fuller Quinonez
Christina Marquez
Serena

Written public comment:
Bradley Bang

Councilmember Rodriguez left the dais at 7:43 p.m. and returned at 7:48 p.m.
Councilmember Bush left the dais at 7:45 p.m. and returned at 7:47 p.m.

7.2 San Diego Rescue Mission – South County Lighthouse Shelter Report on Programming and Outcomes.

Community Development Manager Angelita Palma introduced the item.

San Diego Rescue Mission Chief of Staff Paul Armstrong provided a PowerPoint presentation.

Councilmember Yamane left the dais at 8:25 p.m. and returned at 8:33 p.m.

Mayor Morrison left the dais at 8:32 p.m. and returned at 8:35 p.m.

Recommendation: Review and receive the presentation.

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

Councilmember Yamane provided an update on Sweetwater Authority and spoke to the Workforce Violence Prevention Training, celebration of the Water Affordability Program, and approval of the FY26-27 budget with no rate increase for customers.

Councilmember Bush reported on the Air Pollution Control District's budget approval and provided an update regarding delayed air quality monitors. Also discussed a recent

workshop hosted by the Metropolitan Transit System, including the approval of a fare increase and the implementation of a fare freeze program for vulnerable riders.

Vice-Mayor Molina provided an update on the SANDAG Board of Directors meeting and amendment of the MTS Paratransit Vehicle Procurement Project as well as compliance matters.

Mayor Morrison reported on the Budget Committee meeting for Regional Solid Waste Association and an increase in funds sent to cities. In addition, he spoke to his representation for SANDAG at their national conference.

9. CONSENT CALENDAR

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Bush to approve Consent Calendar Items with the exception of items 9.3, 9.7, 9.10, and 9.11 pulled for public comment. Item 9.9 was pulled by Councilmember Bush for discussion.

Motion carried by unanimous vote.

Councilmember Bush left the dais at 8:54 p.m. and returned at 8:55 p.m.

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

Motion carried by unanimous vote.

9.2 Authorize the Purchase of a Mobile Generator for Public Works Streets and Wastewater Division

Adopted Resolution No. 2026-65

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Authorizing 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 # 020923-MTQ with Herc Rentals Inc. for the Purchase of a Multiquip WhisperWatt 70KVA Super-Silent Diesel Generator with Trailer and Accessories in a Not-to-Exceed Amount of $70,000 for the Public Works Streets and Wastewater Division; and 2) Authorizing the City Manager to Approve Adjustments of up to $7,000 to the Not-to-Exceed Amount for the Purchase as a 10% Contingency for Unforeseen Fluctuations in Pricing."

Motion carried by unanimous vote.

Item pulled for public comment.

9.3 Purchase of a Tractor Loader for Engineering & Public Works Parks Division

Adopted Resolution No. 2026-66

Public comment was received from Alisha Morrison and Doyle Morrison.

Recommendation: Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.260 Regarding Cooperative Purchasing and Authorizing the City to Piggyback onto Sourcewell Contract # 011723-CNH with Sonsray Machinery for the Purchase a 2026 Case Construction 570N Tractor Loader in a Not-to-Exceed Amount of $154,000 for the Public Works Parks Division; and 2) Authorizing the City Manager to Approve Adjustments of up to $15,400 to the Not-to-Exceed Amount as a 10% Contingency for Unforeseen Fluctuations in Pricing."

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

Motion carried by unanimous vote.

9.4 Authorizing a Participation Agreement and Recordation of an Easement at the National City Library for the San Diego Gas & Electric (SDG&E) "Power Your Drive" for Workplaces Program

Adopted Resolution No. 2026-67

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Authorizing the Mayor to Execute an Agreement with San Diego Gas & Electric Company (SDG&E) Related to the Installation of Thirteen Electric Vehicle Charging Stations and Associated Equipment and Infrastructure at the National City Public Library; and 2) Granting and Authorizing the Mayor to Execute an Easement on Parcel No. 560-100-04-00 to SDG&E for the Installation of the Electric Vehicle Charging Station Infrastructure."

Motion carried by unanimous vote.

9.5 Support for the Civic Center Drive Bicycle Connections Project and Submission of an Application for the Active Transportation Program (ATP) Cycle 8.

Adopted Resolution No. 2026-68

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Expressing Support for the Civic Center Drive Bicycle Connections Project and Authorizing Submittal of an Application for Active Transportation Program Cycle 8 Grant Funding for the Project."

Motion carried by unanimous vote.

9.6 Support for the Harbison Avenue Community Corridor Project and Submission of an Application for the Active Transportation Program (ATP) Cycle 8.

Adopted Resolution No. 2026-69

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Expressing Support for the Harbison Avenue Community Corridor

Project and Authorizing Submittal of an Application for Active Transportation Program Cycle 8 Grant Funding for the Project."

Motion carried by unanimous vote.

Item pulled for public comment.

9.7 Support for the Plaza Boulevard and Paradise Valley Road Pedestrian and Bicycle Connections Project and Submission of an Application for the Active Transportation Program (ATP) Cycle 8.

Adopted Resolution No. 2026-70

Public comment was received from Ed Nieto.

Recommendation: Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Expressing Support for the Plaza Boulevard and Paradise Valley Road Pedestrian and Bicycle Connections Project and Authorizing Submittal of an Application for Active Transportation Program Cycle 8 Grant Funding for the Project."

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

Motion carried by unanimous vote.

9.8 Support for the 8th Street Class I Bicycle Facility Gap Closure Project and Submission of an Application for the Active Transportation Program (ATP) Cycle 8.

Adopted Resolution No. 2026-71

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Expressing Support for the 8th Street Class I Bicycle Facility Gap Closure Project and Authorizing Submittal of an Application for Active Transportation Program Cycle 8 Grant Funding for the Project."

Motion carried by unanimous vote.

Item pulled for discussion.

9.9 Investment Report for the Quarter Ended March 31, 2026.

Recommendation: Accept and File the Investment Report for the Quarter Ended March 31, 2026.

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

Motion carried by unanimous vote.

Item pulled for public comment.

9.10 Warrant Register No. 45 for the Period of 5/01/26 through 5/07/26 in the Amount of $4,909,709.14

Public comment was received from Thomas Rike.

Recommendation: Ratify Warrants Totaling $4,909,709.14.

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Bush to ratify the warrants for agenda items 9.10 and 9.11.

Motion carried by unanimous vote.

Item pulled for public comment.

9.11 Warrant Register No. 46 for the Period of 5/08/26 through 5/14/26 in the Amount of $1,012,703.42

Public comment was received from Thomas Rike.

Recommendation: Ratify Warrants Totaling $1,012,703.42.

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Bush to ratify the warrants for agenda items 9.10 and 9.11.

Motion carried by unanimous vote.

Mayor Morrison called for a recess at 9:09 p.m. All members returned to the dais at 9:16 p.m.

10. PUBLIC HEARING

10.1 Public Hearing: Establishing Residential Parking Permit District "O" on the 2000 Block of E Avenue.

Adopted Resolution No. 2026-72

Acting Director of Engineering/Public Works Martha Juarez provided a PowerPoint presentation.

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

Public comment was received from:
Cynthia Fuller Quinonez
Thomas Rike

Written comment:
Iltze Flores
Cynthia Fuller Quinonez

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

Motion carried by unanimous vote.

Public Hearing closed at 9:22 p.m.

Recommendation: Hold the Public Hearing and Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Establishing

Residential Parking Permit District “O” on the 2000 Block of E Avenue (TSC 2026-02).”

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

Motion carried by unanimous vote.

10.2 Public Hearing: Establishing Residential Parking Permit District “P” on the West Side of the 1400 Block of F Avenue.

Adopted Resolution No. 2026-73

Mayor Morrison opened the Public Hearing at 9:26 p.m.

Public comment was received from:
Ariel Moreno

Written comment:
Cynthia Fuller Quinonez

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

Motion carried by unanimous vote.

Public Hearing closed at 9:28 p.m.

Recommendation: Hold the Public Hearing and Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Establishing Residential Parking Permit District “P” on the West Side of the 1400 Block of F Avenue (TSC 2026-03).”

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

Motion carried by unanimous vote.

10.3 Public Hearing and Resolution Confirming the Assessment and Ordering the Levy for the Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2026-27.

Adopted Resolution No. 2026-74

Mayor Morrison opened the Public Hearing at 9:30 p.m.

There were no public comment.

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

Motion carried by unanimous vote.

Public Hearing closed at 9:30 p.m.

Recommendation: Hold the Public Hearing and Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Confirming the Assessment and Ordering the Levy for the Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2026-27."

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

Motion carried by unanimous vote.

10.4 Public Hearing on the Recovery of Weed Abatement Costs

Adopted Resolution No. 2026-75

Deputy Fire Marshall Eddie Sanchez provided the report.

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

Public comment was received from Thomas Rike.

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

Motion carried by unanimous vote.

Public Hearing closed at 9:43 p.m.

Recommendation: Hold the Public Hearing, take public comment, and Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Approving the Report and Account of Abatement Costs Pursuant to National City Municipal Code Chapters 1.36 (Abatement of Public Nuisances) and 9.12 (Abatement of Weeds and Other Fire Hazards) and Directing that Special Assessments Be Placed on the Property Tax Bills of the Respective Property Owners."

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

Motion carried by unanimous vote.

11. STAFF REPORTS

Item pulled and continued to a future City Council meeting.

11.1 Presentation of Business License Tax Reform (Gross Receipts Tax) Study Findings, Public Outreach and Polling Results, and Direction Regarding Potential Ballot Measure.

Recommendation: Receive the Presentation Regarding the Business License Tax Reform Study, Public Outreach Findings, and Public Opinion Polling Results, and Provide Direction on Whether to Proceed with Preparation of a Business License Tax Reform Measure for a Future Election.

Written comment:
Craig Benedetto

11.2 City Manager Employment Agreement

Adopted Resolution No. 2026-76

Interim Director of Human Resources Rex Sanders provided the report.

Douglas Schulze addressed the City Council.

Public comment was received from:
Jeremy Day
Ed Nieto
Cynthia Fuller Quinonez
Karla Apalategui

Recommendation: Adopt a Resolution entitled, “Resolution of the City Council of the City of National City, California, Appointing Doug Schulze as City Manager and Authorizing the Mayor to Execute an Employment Agreement Between the City of National City and Doug Schulze Effective June 17, 2026.”

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

Motion carried by unanimous vote.

11.3 City Attorney Employment Agreement

Adopted Resolution No. 2026-77

Interim Director of Human Resources Rex Sanders provided the report.

Heidi Skinner addressed the City Council.

Recommendation: Adopt a Resolution entitled, “Resolution of the City Council of the City of National City, California, Appointing Heidi Skinner as City Attorney and Authorizing the Mayor to Execute an Employment Agreement Between the City of National City and Heidi Skinner Effective June 17, 2026.”

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

Motion carried by unanimous vote.

In accordance with City Council Policy 104, remaining speakers for Item #5 provided public comment.

General Public comment continued:
Liliana Armenta
Ed Nieto
Alisha Morrison
Doyle Morrison
Michael Aguirre
Maria Severson

Micaela Polanco
Luisa McCarthy
Karla Apalategui

Public comment via Zoom:
Becky Rapp
Barbara Gordon

Councilmember Bush left the dais at 10:40 p.m.

12. CITY MANAGER'S REPORT

Acting City Manager Manganiello provided closing comments.

13. ELECTED OFFICIALS REPORT

Closing remarks were provided by members of the City Council.

14. CITY ATTORNEY REPORT

No report.

15. ADJOURNMENT

Mayor Morrison adjourned to a Special Meeting of the City Council of the City of National City, Tuesday, June 30, 2026, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 10:55 p.m.

_____
Tonya Hussain, CMC, Deputy City Clerk

The foregoing minutes were approved at the Special Meeting of June 30, 2026.

_____
Ron Morrison, Mayor

AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, June 30, 2026
Approved by: Douglas J. Schulze, City Manager

SUBJECT:
Calling an Election on November 3, 2026, to Conduct an Election for Mayor, City Councilmembers for Districts 1 and 3, and Adopt Regulations for Candidate Statements.

RECOMMENDATION:
Adopt the Resolutions Entitled:

1) "A Resolution of the City Council of the City of National City, California, Calling for a General Municipal Election to be held Tuesday, November 3, 2026, for the Election of a Mayor, and Two Members of the City Council (Representing Districts 1 and 3), and Requesting the Board of Supervisors of the County of San Diego to Permit the Registrar of Voters to Consolidate the Municipal Election with the Statewide General Election to be Held on the Same Date and Perform Certain Services for the Conduct of the Election, as Required by the Provisions of the Laws of the State of California Relating to General Law Cities."

2.) "A Resolution of the City Council of the City of National City, California, Adopting Regulations for Candidates for Elective Office Pertaining to Candidates' Statements Submitted to the Voters, at an Election to be Held on Tuesday, November 3, 2026"; and

3) "A Resolution of the City Council of the City of National City, California, Providing for the Conduct of a Special Runoff Election for Elective Offices in the Event of a Tie Vote the Statewide General Municipal Election to be Held on Tuesday, November 3, 2026."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Pursuant to the California Elections Code Section 10403, and the City of National City Municipal Code, the City Council is required to Call and Give Notice of the City's Regular Municipal Election. The election is scheduled to be held on Tuesday, November 3, 2026.

At this election, voters will elect:

- One (1) Mayor for a four-year term;
- One (1) City Councilmember representing District 1 for a four-year term; and
- One (1) City Councilmember representing District 3 for a four-year term

The California Elections Code permits municipal elections to be consolidated with statewide elections conducted by the County of San Diego. Consolidation provides efficiencies in election administration and cost-sharing.

The proposed resolutions establish regulations regarding candidate statements submitted for inclusion in the County voter information guide. Candidates may elect to submit a candidate statement, not to exceed the word limit established by law and will be responsible for payment of the estimated pro-rata cost associated with printing, handling, translating, and mailing the statement, unless otherwise provided by City Council policy.

A deposit of $1,000 will be required of each candidate submitting a candidate statement. Upon receipt of the final invoice from the Registrar of Voters, the actual cost of each candidate statement will be determined. If the actual cost is less than the deposit amount, the City will refund the difference to the candidate or the candidate's committee, as applicable. If the actual cost exceeds the deposit amount, the City Clerk's Office will invoice each candidate for the remaining balance due.

DISCUSSION

Adoption of the proposed resolutions are necessary to formally initiate the November 3, 2026 Regular Municipal Election process and meet statutory deadlines established by the California Elections Code. The resolutions accomplish the following:

- Calls and gives notice of the Regular Municipal Election;
- Requests consolidation with the Statewide General Election;
- Request the San Diego County Registrar of Voters to conduct election services on behalf of the City; and
- Establishes procedures and requirements related to candidate statements; and
- Providing for the Conduct of a Special Runoff Election for Elective Offices in the Event of a Tie Vote at any Municipal Election.

Consolidation with the statewide election enables the City to utilize the County's election infrastructure, including vote centers, ballot processing, voter outreach, and election canvassing services.

Candidate statements submitted pursuant to Elections Code Section 13307 will be included in the voter information guide provided to registered voters. The resolution specifies that candidates are responsible for the costs associated with candidate statements.

FINANCIAL STATEMENT:

The City will incur costs associated with conducting the November 3, 2026, Regular Municipal Election. Actual costs will be determined by the San Diego County Registrar of Voters based on the number of participating jurisdictions, ballot measures, voter turnout, and required election services. The City Clerk's Office budget for Fiscal Year 2026-27 includes $125,000 for election-related expenses.

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 – Resolution - Calling a General Municipal Election
Exhibit B – Resolution - Regulations Related to Candidates' Statements
Exhibit C – Resolution – Special Runoff Election for Elective Offices in the Event of a Tie Vote

RESOLUTION NO. 2026 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, CALLING FOR A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, FOR THE ELECTION OF A MAYOR AND TWO MEMBERS OF THE CITY COUNCIL (REPRESENTING DISTRICTS 1 AND 3), AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO TO PERMIT THE REGISTRAR OF VOTERS TO CONSOLIDATE THE MUNICIPAL ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE AND PERFORM CERTAIN SERVICES FOR THE CONDUCT OF THE ELECTION, AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES.

WHEREAS, in accordance with the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on Tuesday, November 3, 2026, for the election of a Mayor and two Members of the City Council (representing Districts 1 and 3), each for a full term of four (4) years commencing in December 2026; and

WHEREAS, Section 439.1 of the Administrative Code of the County of San Diego authorizes the Registrar of Voters of the County of San Diego to render specified services relating to the conduct of an election to any city or district that has, by resolution, requested the Board of Supervisors to permit the Registrar to render the services, subject to requirements set forth in the section; and

WHEREAS, Election Code Section 10403 requires the City Council to adopt a resolution requesting the Board of Supervisors to consolidate the City of National City's municipal election with the statewide general election and to permit the Registrar of Voters to perform certain services in conjunction with the City's election; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Municipal Election to be held on the same date and that within the City the precincts, polling places, and election officers for the two elections be the same, and that the Registrar of Voters of the County of San Diego canvass the returns of the General Municipal Election, and that the election be held in all respects as if there were only one election

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

Section 1: That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of National City, California, on Tuesday, November 3, 2026, a General Municipal Election for the purpose of electing a Mayor and two (2) Members of the City Council (one Member to represent District 1 and one Member to represent District 3), each for the full term of four (4) years, commencing in December 2026.

Section 2: That pursuant to the requirements of Elections Code Section 10403, the Board of Supervisors of the County of San Diego is hereby requested to permit the Registrar of

Voters to perform and render all services and proceedings and to procure and furnish any and all official ballots, notices, printed matter and all supplies and equipment and paraphernalia incidental to and connected with the conduct of the subject election of the City of National City, with cooperation and assistance of the City Clerk of the City of National City, in order to properly and lawfully conduct such an election.

Section 3: That the Board of Supervisors of the County of San Diego is hereby requested to consolidate this election with the statewide election to be held on the same day in the same territory. Pursuant to Sections 10411 and 10418 of the Elections Code, (a) the election shall be held in all respects as if there were only one election; (b) only one form of ballot shall be used; and (c) the Registrar of Voters of the County of San Diego shall canvass the returns of the subject election as part of the canvass of the returns of the election consolidated hereby.

Section 4: That pursuant to Sections 10410 and 10418 of the Elections Code, within territories affected by this consolidation, the election precincts, polling places, voting booths, vote centers, and polling hours shall, in every case, be the same, and there shall be only one set election officers in each of the precincts.

Section 5: That the County of San Diego shall be reimbursed in full for the services performed by the Registrar of Voters for the City of National City upon presentation of a bill therefor, and that the City agrees to indemnify and save free and harmless the County, its officers, agents, and employees from expense or liability, including reasonable attorneys' fees, as a result of an election contest arising after the conduct of this election, so long as the basis for any such claim arises from the conduct of the City or as a result of the reasonable reliance by County upon information provided by City.

Section 6: That the polls (vote centers) of said election be open in accordance with the Vote Center model utilized by the County of San Diego pursuant to California Elections Code Section 4005. The polls (vote centers) for the election shall be open at seven o'clock (7:00) a.m. of the day of the election and shall remain open continuously from that time until eight o'clock (8:00) p.m. of the same day when the polls (vote centers) shall be closed, pursuant to Election Code Section 10242, except as provided in Sections 14212, 14401 of the Elections Code of the State of California.

Section 7: That the ballots to be used at the election shall be, both as to form and content, as provided by law for holding municipal elections.

Section 8: That notice of the time and place of holding the election is hereby given, and the City Clerk is hereby authorized, instructed and directed to give further or additional notice of the said election, in time, form and manner as required by law.

Section 9: The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

Section 10: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

Section 11: That the City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the Registrar of Voters of the County of San Diego in the time and manner required by law and to issue instructions to the Registrar of Voters to take any and all steps necessary for the holding of the election.

PASSED and ADOPTED this 30th day of June, 2026.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Heidi Skinner, City Attorney

RESOLUTION NO. 2026 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026.

WHEREAS, Section13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate's statement.

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

Section 1: GENERAL PROVISIONS. That pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of National City on November 3, 2026, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

Section 2: FOREIGN LANGUAGE POLICY.

A. Pursuant to the Federal Voting Rights Act, candidates' statement will be translated into all languages required by the County of San Diego (County). The County is required to translate candidates' statements into the following languages: Spanish, Vietnamese, Filipino and Chinese.

B. The County will mail separate voter information guides and candidates' statements in all languages required by federal and state law and identified by the County Registrar of Voters to only those voters who are on the county voter file as having requested a voter information guide in a particular language. The County will make the voter information guides and candidates' statements in the required languages available at all polling places/vote centers, on the County's website, and in the Elections Official's office.

Section 3 PAYMENT.

A. Translations:

1. The candidate shall be required to pay for the cost of translating the candidate's statement into any required foreign language as specified in (A).

2. The candidate shall be required to pay for the cost of translating the candidate's statement into any foreign language that is not required as specified in (A) and/or (B) of Section 2 above, pursuant to Federal and/or State law, but is requested as an option by the candidate.

B. Printing:

1. The Candidate shall be required to pay for the cost of printing the Candidate's Statement in English and the required languages, as specified in Section 2, in the sample ballot pamphlets and any language the candidate chooses as an additional option.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidates' statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

Section 4: MISCELLANEOUS.

A) All translations shall be provided by professionally-certified translators.

B) The City Clerk shall permit formatting styles to the extent authorized by the Registrar of Voters and consistent with prior City elections.

C) The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

Section 5: ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the voter information guide.

Section 6: That the City Clerk shall provide each candidate, or the candidate's representative, a copy of this Resolution at the time nominating petitions are issued.

Section 7: That all previous resolutions establishing City Council policy on payment for candidates' statements are repealed.

SECTION 8. That this resolution shall apply only to the General Municipal Election to be held on Tuesday, November 3, 2026, and shall thereafter be repealed and be of no further force or effect.

SECTION 9. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED ON JUNE 30, 2026.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Heidi Skinner, City Attorney

RESOLUTION NO. 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, PROVIDING FOR THE CONDUCT OF A SPECIAL RUNOFF ELECTION FOR ELECTIVE OFFICES IN THE EVENT OF A TIE VOTE AT THE STATEWIDE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026.

WHEREAS, Section 15651(b) of the Elections Code of the State of California authorizes the City Council, by majority vote, to adopt provisions to require the conduct of a Special Runoff Election to resolve a tie vote involving those candidates who received an equal number of votes and the highest number of votes for an elective office.

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

SECTION 1. That pursuant to Section 15651(b) of the Elections Code of the State of California, if two or more persons receive an equal number of votes and receive the highest number of votes cast for an elective office within the City, the City Council shall call a Special Runoff Election to resolve the tie vote. The Special Runoff Election shall be held on a Tuesday not less than forty (40) nor more than one hundred twenty-five (125) days after the administrative or judicial certification of the election which resulted in a tie vote.

SECTION 2. That this Resolution shall apply only to the General Municipal Election to be held on Tuesday, November 3, 2026, and shall automatically expire upon the conclusion of any proceedings arising from that election.

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, APPROVED AND ADOPTED ON JUNE 30, 2026.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Heidi Skinner, City Attorney

AGENDA REPORT

Department: **Engineering and Public Works**
Prepared by: **Luca Zappiello, Principal Civil Engineer**
Meeting Date: **Tuesday, June 30, 2026**
Approved by: **Douglas J. Schulze, City Manager**

SUBJECT:
8th Street Bicycle and Pedestrian Rail Crossing Enhancements CIP 22-33 PSA No. F029 Rev. 1.

RECOMMENDATION:
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. F029 Rev. 1 with the State of California Department of Transportation for the 8th Street Bicycle and Pedestrian Rail Crossing Enhancements Project, CIP 22-33; 2) Authorizing the Establishment of an Engineering Grants Fund Appropriation of $500,000 and Corresponding Revenue Budget; and 3) Committing to Providing a Local Match of $64,781."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
In June 2022, staff submitted a Cycle 6 Active Transportation Program (ATP) grant application to the California Department of Transportation (Caltrans) for the 8th Street Bicycle and Pedestrian Rail Crossing Enhancements project (Project). The Project, also referred to as the "8th Street & Harbor Drive BNSF Crossing," proposes to construct a two-way multiuse path to provide a safe, accessible crossing of the BNSF rail tracks near 8th Street and Harbor Drive for bicyclists and pedestrians. The project will include coordination with a variety of stakeholders including BNSF, Naval Base San Diego, San Diego MTS, and CPUC. Exhibit A shows the general area of the project location.

At their December 7, 2022 meeting, the California Transportation Commission (CTC) awarded an ATP grant to the City of National City in the amount of $2,248,000 for the Project.

The $2,248,000 is allocated by project phases as follows:

- Project Approval and Environmental Documents (PA&ED) - $100,000
- Plans, Specifications, and Estimate (PS&E) - $370,000
- Right of Way (RW) - $130,000
- Construction (CON) - $1,648,000

During its October and December 2023 meetings, the CTC allocated $100,000 in funding for the PA&ED phase. On June 14, 2024, Caltrans issued a PSA to City staff authorizing the City to proceed with the PA&ED phase in the amount of $100,000, with a required local match of $12,960. On August 6, 2024, the City Council authorized the Mayor to execute PSA No. F029 under Resolution No. 2024-78 and committed to using Transportation Development Impact Fee (TDIF) funds for Mobility Enhancements, through prior City Council appropriations, to fund the local match.

In January 2026, the City completed the PA&ED phase and submitted an Allocation Request to Caltrans for approval by the CTC, in order to authorize City funding for the Preliminary Engineering (PE) phase, which includes PS&E and RW. In February 2026, the CTC approved the City's request, authorizing the City to incur PE costs. On April 28, 2026, Local Assistance issued the attached PSA Rev1 to City staff, authorizing the City to proceed with the PE phase in the amount of $500,000, with a required local match of $64,781 ($77,741 minus $12,960). The local match will be funded with Transportation Development Impact Fee (TDIF) funds for Mobility Enhancements, using prior City Council appropriations.

The PE phase is expected to be completed by the fourth quarter of 2027. Upon completion of the PE phase, staff will submit a new Allocation Request to Caltrans for the CON phase. Staff will return to City Council after Caltrans releases funding for the CON phase.

FINANCIAL STATEMENT:
If approved, budget adjustments will be made in the Engineering Department Grants Fund as follows:

Expenditure Account: 296-10-18-18500-7598- 6626296 (new appropriation)– CIP 22-23: $500,000
Revenue Account: 296-10-18-18500-3498- Other Federal Grants (ATP): $500,000

The local match will be met utilizing existing appropriations in the Transportation Development Impact Fee Fund in the following account:
Expenditure Account: 326-10-18-18500-7598-4114326: $64,781

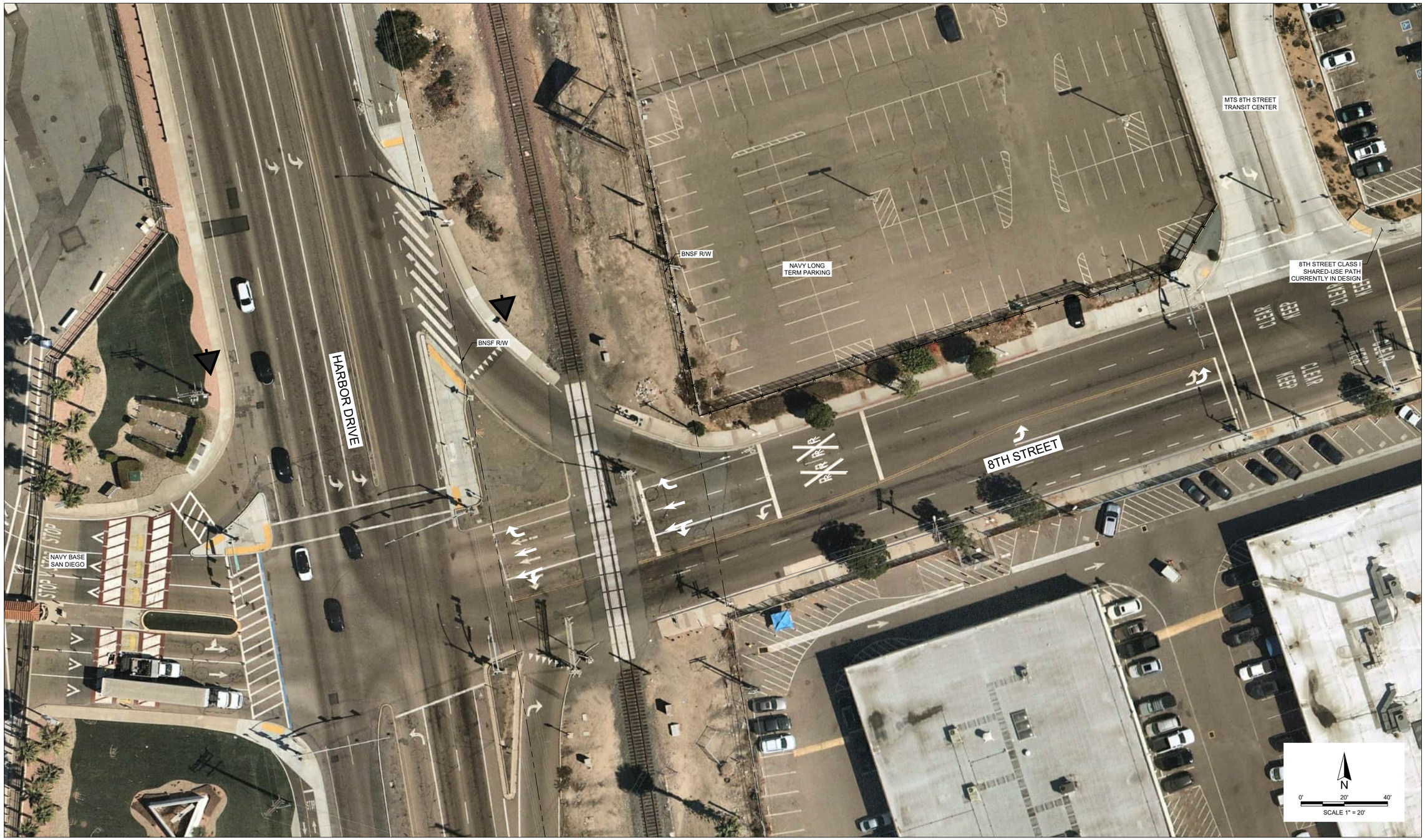
RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Transportation Choices and Infrastructure

ENVIRONMENTAL REVIEW:
The NEPA Categorical Exemption was approved by Caltrans on January 9, 2026, and the CEQA determination is a Categorical Exemption, which was filed with San Diego County on August 21, 2025.

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 – Project Location Map
Exhibit B – PSA Rev. 1
Exhibit C – Resolution



CALIFORNIA NATIONAL CITY 1887 INCORPORATED

8th St Bicycle and Pedestrian Rail Crossing Enhancements
Regional Active Transportation Program Grant Application

Existing Site Plan

PROGRAM SUPPLEMENT NO. F029 Rev. 1
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 11-5066F15

Adv. Project ID
1124000081

Date: April 10, 2026
Location: 11-SD-0-NATC
Project Number: ATPL-5066(058)
E.A. Number:
Locode: 5066

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 07/11/2016 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: Between the Bayshore Bikeway at the intersection of 8th St and Harbor Dr, crossing the rail tracks to the east of the intersection, ending west of the 8th St SD MTS station

TYPE OF WORK: Construct Class II bike lanes and sidewalks to provide safer crossings of railroad tracks

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	Z3E2	$100,000.00	LOCAL		OTHER
	Y306	$500,000.00			
$677,741.00			$77,741.00		$0.00

CITY OF NATIONAL CITY

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____

Chief, Office of Project Management Oversight
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer [redacted] **Date** 4/10/2026 $600,000.00

SPECIAL COVENANTS OR REMARKS

1. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

   B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

   C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

   D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

   E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or $40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

   F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

   G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform

SPECIAL COVENANTS OR REMARKS

Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred

SPECIAL COVENANTS OR REMARKS

costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends $750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over $5,000, construction contracts over $10,000, or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

2. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

D. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by

SPECIAL COVENANTS OR REMARKS

STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

E. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion

SPECIAL COVENANTS OR REMARKS

Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

G. As a condition for receiving federal-aid highway funds for PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

H. This PROJECT is programmed to receive Federal funding from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. The start of reimbursable expenditures is restricted to the later of either 1) the effective date of the component specific allocation or the effective date of the federal obligation of funds.

I. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY also agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration and that STATE funds available for reimbursement will be limited to the amounts allocated by the California Transportation Commission and/or STATE.

J. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund

SPECIAL COVENANTS OR REMARKS

transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.

Documentation will consist of a Federal Highway Administration-approved "Authorization to Proceed" notification, a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

K. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

L. The submittal of invoices for PROJECT costs shall be in accordance with the above-referenced publications and the following. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits, plans specifications & estimate, and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance, whichever occurs first, to make the final payment to the contractor and prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

M. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these Federal funds.

N. This PROJECT is subject to the timely use of funds provisions enacted by the ATP Guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

O. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program Guidelines, as adopted or amended.

P. This PROJECT has received funds from Active Transportation Program (ATP).

SPECIAL COVENANTS OR REMARKS

The ADMINISTERING AGENCY agrees to administer the project in accordance with the CTC Adopted SB1 Accountability and Transparency Guidelines.

3. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

4. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);
D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or
activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain

SPECIAL COVENANTS OR REMARKS

testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

K. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

RESOLUTION NO. 2026 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AUTHORIZING THE MAYOR TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. F029 REV. 1 WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE 8TH STREET BICYCLE AND PEDESTRIAN RAIL CROSSING ENHANCEMENTS PROJECT, CIP 22-33; 2) AUTHORIZING THE ESTABLISHMENT OF AN ENGINEERING GRANTS FUND APPROPRIATION OF $500,000 AND CORRESPONDING REVENUE BUDGET; AND 3) COMMITTING TO PROVIDING A LOCAL MATCH OF $64,781.

WHEREAS, in June 2022, City of National City ("City") staff submitted a Cycle 6 Active Transportation Program ("ATP") grant application to the California Department of Transportation ("Caltrans") for the 8th Street Bicycle and Pedestrian Rail Crossing Enhancements project ("Project"); and

WHEREAS, the Project will construct a two-way multiuse path to provide a safe, accessible crossing of the BNSF rail tracks near 8th Street and Harbor Drive for bicyclists and pedestrians; and

WHEREAS, Caltrans notified staff that the City had been awarded an ATP grant in the amount of $2,248,000 for the Project at the California Transportation Commission's December 7, 2022 meeting; and

WHEREAS, the $2,248,000 award was distributed by Project phases as follows: Project Approval and Environmental Documents ("PA&ED") - $100,000; Plans, Specifications, and Estimate ("PS&E") - $370,000; Right of Way ("RW") - $130,000; and Construction ("CON") - $1,648,000; and

WHEREAS, on June 14, 2024, Caltrans issued an authorization to proceed to the City for the PA&ED phase, formalized as a Program Supplement Agreement ("PSA"), confirming the State Funds portion of $100,000 with a required local match of $12,960; and

WHEREAS, on August 6, 2024, the City Council adopted Resolution No. 2024-78 authorizing the Mayor to execute PSA No. F029, including committing to provide a local match of $12,960 from the Transportation Development Impact Fee Fund; and

WHEREAS, in January 2026, the City completed the PA&ED phase for the Project and submitted an allocation request to Caltrans in order to authorize funding for the Preliminary Engineering ("PE") phase, which includes both PS&E and RW; and

WHEREAS, on April 28, 2026, Caltrans issued an authorization to proceed to the City for the PE phase, formalized as a PSA, confirming the State Funds portion of with a required local match of $64,781; and

WHEREAS, funds are available to meet the local match utilizing existing appropriations from the Transportation Development Impact Fee Fund; and

WHEREAS, City staff recommends the City Council adopt this Resolution authorizing the Mayor to execute PSA No. F029 Rev. 1 with Caltrans for the Project to allow reimbursement of up to $500,000 for the PE phase.

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 Program Supplement Agreement No. F029 Rev. 1 with the State of California Department of Transportation for the 8th Street Bicycle and Pedestrian Rail Crossing Enhancements project, CIP 22-33.

Section 2: That the City Council hereby authorizes the establishment of an Engineering Grants Fund appropriation of $500,000 and corresponding revenue budget.

Section 3: That the City Council hereby authorizes to commit to providing a local match of $64,781 from the Transportation Development Impact Fee Fund.

Section 4: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 30th day of June, 2026.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Heidi Skinner, City Attorney

AGENDA REPORT

Department: **Engineering and Public Works**
Prepared by: **Luca Zappiello, Principal Civil Engineer**
Meeting Date: **Tuesday, June 30, 2026**
Approved by: **Douglas J. Schulze, City Manager**

SUBJECT:
8th Street and Roosevelt Avenue Active Transportation Corridor Project, CIP 19-44, Project Overview and Grant Appropriation for Construction Phase.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Authorizing the Establishment of an Engineering Grants Fund Appropriation of $5,185,000 and Corresponding Revenue Budget for the Construction Phase of the 8th Street and Roosevelt Avenue Active Transportation Corridor Project, CIP No. 19-44; and 2) Committing to Providing a Local Match of $2,087,025."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
In July 2018, staff submitted a Cycle 4 Active Transportation Program (ATP) grant application to Caltrans for the 8th Street and Roosevelt Avenue Active Transportation Corridor Project. The project will improve pedestrian and bicycle facilities along 8th Street (from the MTS trolley tracks to Roosevelt Avenue), Roosevelt Avenue (from 8th Street to Main Street), and Main Street (from Division Street to Yama Street) within the City of National City. The scope of work includes, but is not limited to, constructing a new shared-use path with a landscaped buffer; installing new lighting and electrical infrastructure; providing irrigation and landscaping improvements; enhancing drainage; and installing new signage and striping. Additional work includes roadway improvements such as asphalt paving and construction of new curbs and gutters. Exhibit A shows the project location and conceptual plans.

On May 15, 2019, the California Transportation Commission (CTC) approved the project and awarded $5,185,000 for the Construction (CON) phase only, with funding provided through the regional ATP.

Following the project award, staff advanced the PA&ED and PE phases, which were completed in late 2024. On January 21, 2025, staff submitted an Allocation Request to Caltrans for CTC approval in order to authorize City funding for the CON phase. On March 21, 2025, the CTC approved the City's request, authorizing the City to incur CON costs. On May 29, 2025, Caltrans issued the allocation letter, and on October 9, 2025, they issued the finance letter, which is attached to this report as Exhibit B. The finance letter authorizes the City to proceed with the CON phase in the amount of $5,185,000, with a required local match of $2,087,025. The local match will be funded by State Gas Tax RMRA through the Local Streets and Roads Funding Program, as required by Senate Bill 1, and as authorized by the City Council through prior appropriations.

In a separate item on this same City Council meeting agenda, staff is recommending awarding a contract for construction of the project. Construction is estimated to be completed by Summer of 2027.

FINANCIAL STATEMENT:
If approved, budget adjustments will be made in the Engineering Grants Fund as follows:

ATP Grant (Federal): $5,185,000
Expenditure Account: 296-10-18-18500-7598-6628296 (new appropriation)
Revenue Account: 296-10-31-31100-3498-6628296

The local match will be funded by State Gas Tax RMRA through the Local Streets and Roads Funding Program, as required by Senate Bill 1, and as authorized by the City Council through prior appropriations.

Local Match: $2,087,025
Expenditure Account: 109-10-18-18500-7598-6035109 (Street Resurfacing – SB1)

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

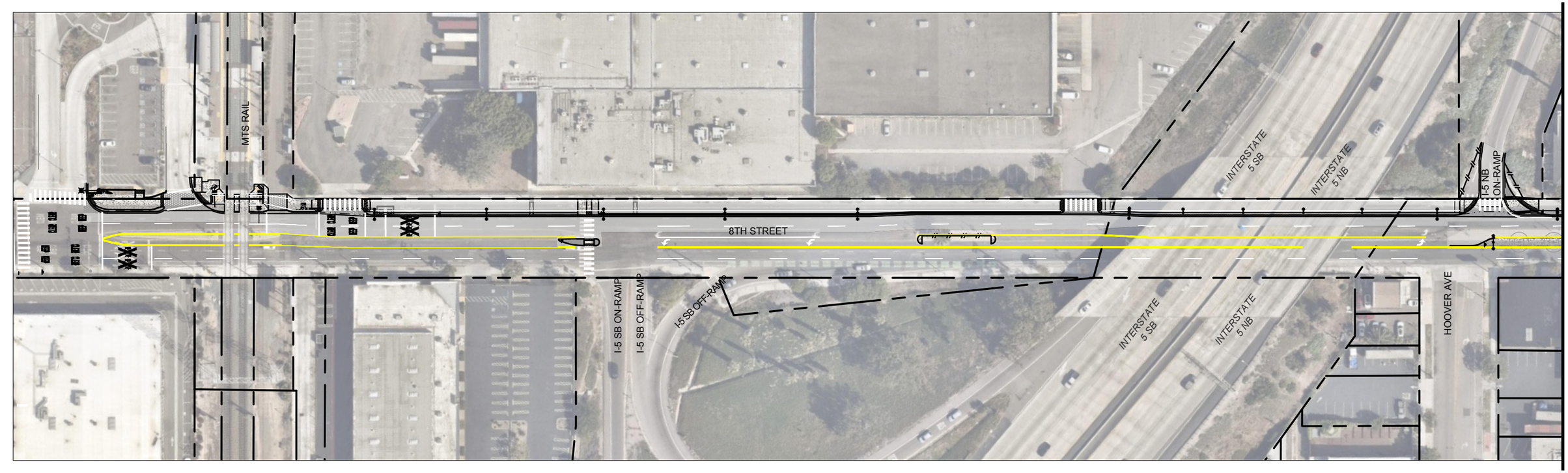
ENVIRONMENTAL REVIEW:
The CEQA determination is a Categorical Exemption, which was filed with the County on December 3, 2024.

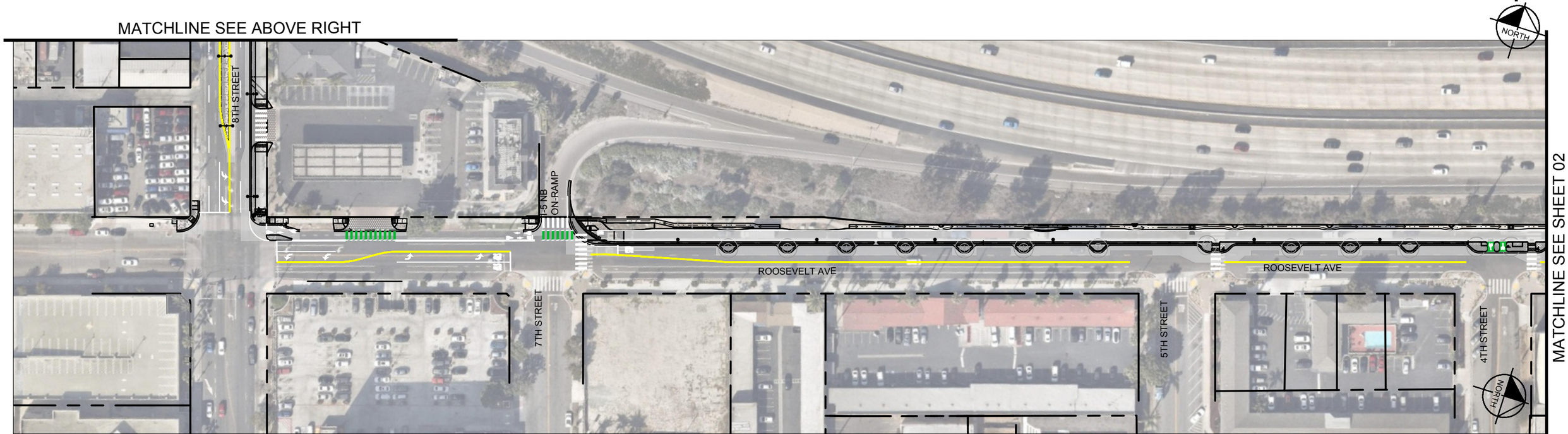
PUBLIC NOTIFICATION:
The Agenda Report was posted at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Project Location Map
Exhibit B – Finance Letter
Exhibit C – Resolution

8TH AND ROOSEVELT ACTIVE TRANSPORTATION CORRIDOR





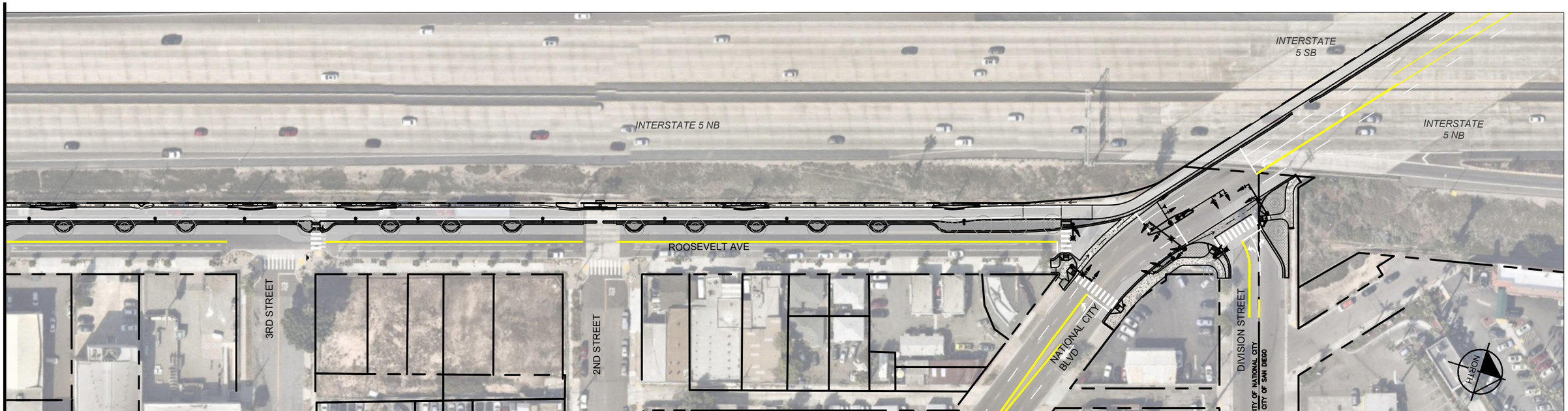
Kimley»Horn
401 B STREET, SUITE 600, SAN DIEGO, CA 92101
PHONE: 619-234-9411
WWW.KIMLEY-HORN.COM

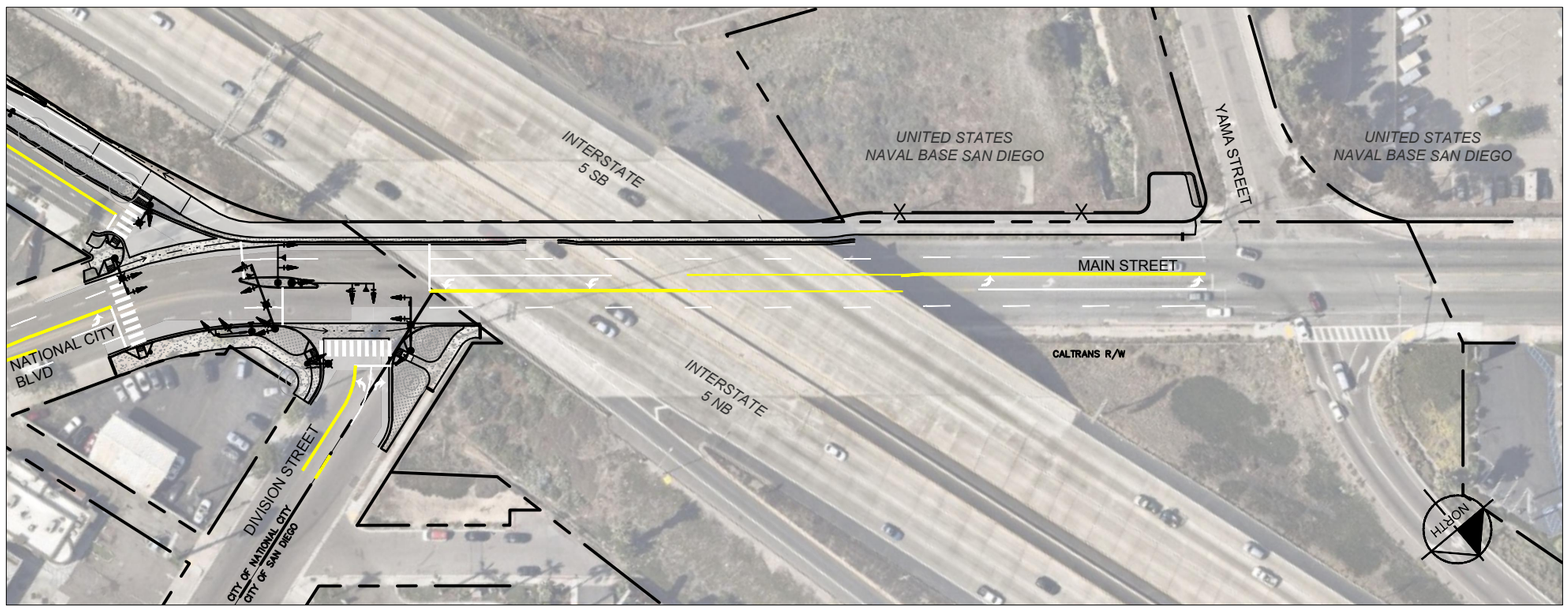
SHEET 01 OF 02

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8TH AND ROOSEVELT ACTIVE TRANSPORTATION CORRIDOR

MATCHLINE SEE SHEET 01





Kimley»Horn
401 B STREET, SUITE 600, SAN DIEGO, CA 92101
PHONE: 619-234-9411
WWW.KIMLEY-HORN.COM

SHEET 02 OF 02

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DEPARTMENT OF TRANSPORTATION

Date: 05/28/2025 EA No:
D_CO_RT: 11-SD-0-NATC
Project No: ATPL-5066(046)
Adv. Project Id: 1120000060
Project End Date:

FINANCE LETTER

To: City of National City

Est Tot Proj Costs: $7,272,025

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	FEDERAL PART. COST	FED. REIMB %	FEDERAL Y306	LOCAL
Contract Items: $5,903,886 Contingencies: $590,389 Total: $6,494,275						
Construction		$6,494,275.00	$6,494,275.00	78.30%	$5,085,000.00	$1,409,275.00
Agency Construction Engineering		$777,750.00	$777,750.00	12.86%	$100,000.00	$677,750.00
Totals:		**$7,272,025.00**	**$7,272,025.00**		**$5,185,000.00**	**$2,087,025.00**

Participation Ratio: 100%

This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: [redacted]

Printed Name: Wishing Lima

Title: HQ Sr Area Engineer

Telephone No: (279) 599-4988

Remarks: REQ 1: Allocate Federal $5,185,000 of ATP funds for CON and CE at the March 2025 CTC meeting. CON and CE need Federal authorization before project can proceed to the CON phase.

ACCOUNTING INFORMATION ATPL-5066(046)

ADV. PROJECT ID	APPROP. UNIT	STATE PROG.	FED/ STATE	ENCUMBRANCE AMOUNT	APPROP YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE*	Cooperative Work Agreement APPROVED AMOUNT	Cooperative Work Agreement EXPIRATION DATE

*Please refer to the applicable CTC Guidelines for Timely Use of Funds (TUF) Provisions. Also refer to your allocation notification letter(s) for allocation-specific TUF deadlines.

*Please submit invoices to the appropriate Districts by April 1st to avoid funds lapsing on the June 30th reversion date listed above and to allow sufficient time for Accounting and SCO year-end closing procedures.

RESOLUTION NO. 2026 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AUTHORIZING THE ESTABLISHMENT OF AN ENGINEERING GRANTS FUND APPROPRIATION OF $5,185,000 AND CORRESPONDING REVENUE BUDGET FOR THE CONSTRUCTION PHASE OF THE 8TH STREET AND ROOSEVELT AVENUE ACTIVE TRANSPORTATION CORRIDOR PROJECT, CIP NO. 19-44; AND 2) COMMITTING TO PROVIDING A LOCAL MATCH OF $2,087,025.

WHEREAS, in July 2018, City staff submitted a Cycle 4 Active Transportation Program ("ATP") grant application to the California Department of Transportation ("Caltrans") for the 8th Street and Roosevelt Avenue Active Transportation Corridor Project, CIP No. 19-44 ("Project"); and

WHEREAS, the Project will improve pedestrian and bicycle facilities along 8th Street (from the MTS trolley tracks to Roosevelt Avenue), Roosevelt Avenue (from 8th Street to Main Street), and Main Street (from Division Street to Yama Street) within the City of National City, with work including, but not limited to, constructing a new shared-use path with a landscaped buffer; installing new lighting and electrical infrastructure; providing irrigation and landscaping improvements; enhancing drainage; and installing new signage and striping; as well as roadway improvements such as asphalt paving and construction of new curbs and gutters; and

WHEREAS, Caltrans notified staff that the City had been awarded an ATP grant in the amount of $5,185,000.00 for the Project, Construction ("CON") phase only, at the California Transportation Commission's ("CTC") May 15, 2019 meeting; and

WHEREAS, following the award, staff advanced the Project Approval and Environmental Documents and Preliminary Engineering phases of the Project, which were completed in late 2024, and submitted an allocation request to Caltrans on January 21, 2025 for CTC approval in order to authorize funding for the CON phase; and

WHEREAS, on March 21, 2025, the CTC approved the City's request, authorizing the City to incur CON costs; and

WHEREAS, on May 29, 2025, Caltrans issued the allocation letter, followed by a finance letter on October 9, 2025, authorizing the City to proceed with the CON phase in the amount of $5,185,000, with a required local match of $2,087,025; and

WHEREAS, funds are available to meet the local match utilizing existing appropriations in the State Gas Tax RMRA through the Local Streets and Roads Funding Program; and

WHEREAS, City staff recommend the City Council adopt this Resolution to establish an Engineering Grants Fund appropriation of $5,185,000 and corresponding revenue budget for the Project, and committing to provide a local match of $2,087,025 from the State Gas Tax RMRA through the Local Streets and Roads Funding Program.

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 establishment of an Engineering Grants Fund appropriation of $5,185,000 and corresponding revenue budget for the Construction phase of the 8th Street and Roosevelt Avenue Active Transportation Corridor Project, CIP 19-44.

Section 2: That the City Council hereby authorizes the City to commit to providing a local match of $2,087,025 from the State Gas Tax RMRA through the Local Streets and Roads Funding Program.

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 30th day of June, 2026.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Heidi Skinner, City Attorney

AGENDA REPORT

Department: **Police Department**
Prepared by: **Ronald Gutlay, Management Analyst II**
Meeting Date: **Tuesday, June 30, 2026**
Approved by: **Douglas J. Schulze, City Manager**

SUBJECT:
Agreement with County of San Diego to access CAL-ID/RAN.

RECOMMENDATION:
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute an Agreement with the County of San Diego for California Identification System Remote Access Network Participation for the Period of July 1, 2026 through June 30, 2031."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The State of California Department of Justice maintains an automated system for retaining and identifying fingerprints, palm prints, and photos, known as the California Identification System and Cal-Photo (Cal-ID/RAN). The San Diego County Sheriff's Department is the County's proprietary agency for San Diego County's Cal-ID/RAN. San Diego County's Cal-ID/RAN is governed by the County's Local Cal-ID/Ran Board ("RAN Board"), established pursuant to Section 11112.4 of the California Penal Code. Cal-ID/RAN provides tenprint, latent fingerprint, palm print, and photo identifications through the use of Local Input Terminals ("LIT's").

The National City Police Department operates two "LITs", one in the Temporary Holding Facility (THF) and the other in the investigations area at the police facility and uses the Cal-ID fingerprint and Cal-Photo system to identify criminal suspects and conduct investigations. The user fee for the Cal-ID for FY27 is $19,160, and has been previously allocated as part of the annual police department budget.

The Cal-ID/RAN is a valuable resource and serves as a timely investigative aid for identifying criminal suspects and conducting criminal investigations. Access to these systems is important for the Police Department to provide critical safely services.

FINANCIAL STATEMENT:
The City's annual cost for the service is based on its proportional share of the County's net Cal-ID operational costs. The cost is recalculated annually and assessed to member agencies based on a formula involving population and crime data. The cost to the City for FY27 is $19,160 and has been included in the Police Department's budget. The estimated total cost over the five years of the agreement is $143,000. Expenditures will be recorded in General Fund account no. 100-70-21-21100-7299-, Police Department contract services.

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

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

PUBLIC NOTIFICATION:
The Agenda Report was posted 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: County of San Diego (Cal-ID/RAN) Agreement
Exhibit B: Resolution

AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND THE CITY OF NATIONAL CITY FOR CALIFORNIA IDENTIFICATION SYSTEM REMOTE ACCESS NETWORK PARTICIPATION

This Agreement ("Agreement") is entered into between the County of San Diego ("County") and the City of National City ("City"), each referenced herein individually as a "Party" or collectively as the "Parties".

WHEREAS, the State of California Department of Justice maintains an automated system for retaining and identifying fingerprints, palm prints, and photos, said system being known as the California Identification System and Cal-Photo ("Cal-ID"); and

WHEREAS, the California Penal Code, Section 11112.1 et seq. provides for the establishment of a Remote Access Network ("RAN"), consisting of a statewide network of equipment and procedures allowing local law enforcement agencies direct access to Cal-ID; and

WHEREAS, the San Diego County Sheriff's Office ("SDSO") is the County's proprietary agency for San Diego County's California Identification System/Remote Access Network ("Cal-ID/RAN"). The primary purpose of Cal-ID/RAN is to serve all law enforcement agencies in San Diego County.; and

WHEREAS, the County's Cal-ID/RAN is governed by the County's Local Cal-ID/RAN Board ("RAN Board"), established pursuant to Section 11112.4 of the California Penal Code; and

WHEREAS, Cal-ID/RAN provides tenprint, latent fingerprint, latent palm print, and photo identifications through the use of Local Input Terminals ("LIT's"); and

WHEREAS, the City of National City desires to participate in Cal-ID/RAN

NOW, **THEREFORE**, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **SDSO Obligations.**

1.1. Provide the City of National City with Cal-ID/RAN services, including all tenprint, fingerprint, palm print, and photo inquiries.

1.2. SDSO shall ensure the proper and effective operation and maintenance of equipment used to participate in Cal-ID/RAN.

1.3. SDSO shall continue forwarding electronic prints submitted via livescans for arrests to the Department of Justice, as required by law.

1.4. SDSO may enter into one or more agreements ("Vendor Contracts") with third-party providers of hardware and software to obtain Cal-ID services for the County, and to provide such services to the City pursuant to this Agreement.

1.4.1. SDSO shall provide to the City, and the City hereby acknowledges receipt of, any such Vendor Contracts pertaining to the services that the County provides to the City under this Agreement.

1.5. SDSO shall calculate the ongoing Cal-ID operational costs, which shall include costs needed to maintain the Cal-ID Program. This includes but is not limited to:

1.5.1. Support personnel costs.
1.5.2. Equipment costs.
1.5.3. Equipment maintenance.
1.5.4. Vehicle costs.
1.5.5. Information technology telecommunication maintenance.
1.5.6. Services and supplies.
1.5.7. Overhead.
1.5.8. The cost for replacing the equipment amortized over ten years.
1.5.9. Funding for system enhancements authorized by the RAN Board.

1.5.10. Other costs necessary for the operation for Cal-ID as authorized by the RAN Board.

1.6. SDSO shall adjust the Cal-ID Operational Costs annually.

1.7. SDSO may make a General Fund Contribution to offset Cal-ID Operational Costs.

1.8. Annual Cal-ID Operational Cost minus any Sheriff's Fingerprint ID Trust Fund contributions, and any County General Fund contributions, shall equal the annual net Cal-ID Operational Costs.

1.9. The City's Cal-ID costs shall be calculated based on the most recent San Diego Association of Governments (SANDAG) population and crime statistics in accordance with Section 3.1 and current Cal-ID Operational Costs specified in 1.1 above.

1.10. The SDSO shall maintain separate accounting for the Sheriff's Fingerprint ID Trust Fund and shall provide a financial report at the end of each fiscal year to the State of California.

2. **RAN Board Obligations.**

2.1. The RAN Board may add or remove law enforcement agencies from Cal-ID/RAN.

2.2. The RAN Board may authorize the transfer of funds from the Sheriff's Fingerprint ID Trust Fund to offset Trust Fund-qualified Cal-ID Operational Costs.

2.3. Operational policy shall be established and modified as deemed appropriate by the Local RAN Board. This policy shall ensure that each user is treated equitably, with primary consideration based on each user agency's service population and crime rate.

2.4. The RAN Board shall resolve any dispute between users over operational policies established by the RAN Board.

3. **City of National City Obligations.**

3.1. The City shall reimburse the SDSO for its proportional share of the annual net Cal-ID Operational Costs associated with Cal-ID/RAN, based upon the following formula:

3.1.1. The City's Cal-ID Cost Allocation Percentage is the mean of the City's percentage of total County population and the City's percentage of total County crimes.

3.1.1.1. The City's percentage of total County population shall be based on the San Diego Association of Governments (SANDAG) "Population by jurisdiction," in the most recent "Crime in the San Diego Region" report, which is published annually.

3.1.1.2. The City's percentage of total County crimes shall be based on the total number of "Group A offenses by jurisdiction" and "Group B offenses by jurisdiction" as reported in the most recent SANDAG "Crime in the San Diego Region" report, which is published annually.

3.1.1.3. This percentage shall be adjusted annually using the most recent SANDAG data.

3.1.2. The City agrees to the use of the SANDAG " Crime in the San Diego Region" report's "Population by jurisdiction" and the total number of "Group A offenses by jurisdiction" and "Group B offenses by jurisdiction" numbers as mentioned above in sections 3.1.1.1 and 3.1.1.2.

3.1.3. The City's annual Cal-ID costs equal the annual net Cal-ID Operational Costs times the City's Cal-ID Cost Allocation Percentage.

3.1.4. As referenced in Section 1.4, the City shall observe and abide by all of the contractual duties of the County under any such relevant Vendor Contract. However, notwithstanding such undertaking, the

City shall have no rights to enforce such a Vendor Contract against the County or any third-party provider, nor may the City seek damages against any such third-party provider under any theory of contract, including, without limitation, third-party beneficiary principles.

4. **Scope of Agreement.** This Agreement only applies to the program described herein and does not set forth any additional, current, or future obligations or agreements between the Parties, except that the Parties may by written amendment modify the scope of services provided for pursuant to this Agreement. This Agreement incorporates by reference: California Penal Code Section 11112.1 et seq. and any related legislation enacted thereto; State Department of Justice Cal-ID/RAN Master Plan and any changes thereto; State Department of Justice Cal-ID/RAN Policy Manual and any changes thereto; and the San Diego County Local RAN Board Operating Policies.

5. **Administration of Agreement.**

5.1. Each Party identifies the following individual to serve as the authorized administrative representative for that Party.

SAN DIEGO COUNTY SHERIFF'S OFFICE	CITY OF NATIONAL CITY
Jessica Turner, Cal-ID Manager 5590 Overland Ave. San Diego, CA, 92123 (619) 753-5488 Jessica.Turner2@sdsheriff.gov	Stephen Manganiello, T.E., Acting City Manager 1200 National City Blvd. National City, CA, 91950 619-336-4244 smanganiello@nationalcityca.gov

5.2. Any Party may change its representative at any time by notifying the other Party in writing of such change and listing its effective date. SDSO and the City of National City may from time to time designate a different administrator by providing notice in the manner required by Section 6 below.

6. **Notice.** Any notice or notices or other documentation required or permitted to be given pursuant to this Agreement may be personally served on the other Party by the Party giving such notice, or may be served by certified mail or postage prepaid, return receipt requested.

7. **Conformance with Rules and Regulations.** All Parties shall be in conformity with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices, and certificates as are required. All Parties shall further comply with all laws pertaining to privacy and security of Protected Information, such as, but not limited to, the Health Insurance Portability and Accountability Act and the California Welfare and Institutions Code Sections 5328 et seq. and 10850.

8. **Governing Law.** This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California. Venue shall be in a court of competent jurisdiction in the State of California, County of San Diego.

9. **Permits and Licenses.** The City of National City certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the SDSO, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The SDSO reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

10. **Publication, Reproduction and Use of Material.** No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other Country. The County shall have

unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared by the Parties or third parties under this Agreement.

11. **Confidentiality**. The City of National City agrees to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this section, the City of National City agrees to only disclose confidential records where the holder of the privilege, whether the County, SDSO, or a third party, provides written permission authorizing the disclosure.

12. **Insurance.** Each Party or the City of National City through its member agencies must obtain, at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, policies of insurance or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liability of such party hereunder. Minimum policy limits maintained by any Party or the City of National City through its member agencies shall in no way limit the Party's indemnification obligations. The City of National City through its member agencies shall maintain insurance against claims or injuries to person or damages to property that may arise from the acts or omissions of the City of National City, its agents, representatives, employees, volunteers, or subcontractors. County shall retain the right at any time to review the coverage and amount of insurance required under the Agreement.

13. **Independent Capacity.** In the performance of this Agreement, the City of National City and its agents, employees and volunteers shall act in an independent capacity and not as officers, employees, agents, or volunteers of the County. This Agreement does not create an employment relationship between the City of National City and the County. Nothing in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency relationship, franchise, or business opportunity between the City of National City and County. No Party, by virtue of this Agreement, shall have any right, power, or authority to create an obligation, express or implied, on behalf of the any other Party or to act on behalf of any other Party, except as otherwise expressly provided in this Agreement.

14. **No Third-Party Beneficiaries.** Except as expressly set forth herein, this Agreement is for the sole benefit of the Parties hereto and their successors and permitted assigns, and nothing herein expressed or implied shall give or be construed to give any person or entity, other than the Parties hereto and such successors or assigns, any legal or equitable rights hereunder.

15. **Indemnification.** County shall not be liable for, and the City of National City shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement and arising either directly or indirectly from any act, error, omission or negligence of the City of National City or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. The City of National City shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

16. **Entire Agreement.** This Agreement constitutes the entire Agreement between the SDSO and the City of National City regarding the subject matter contained herein. All other representations, oral or written, are superseded by this Agreement. Neither Party is relying on any representation outside of this Agreement. This Agreement may be changed only by written amendment signed by both Parties.

17. **Interpretation.** The provisions of this Agreement shall be liberally construed to effectuate its purpose. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either Party.

18. **Severability.** If any terms or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable,

shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the maximum extent permitted by law.

19. **Term.** This Agreement shall become effective on July 1, 2026 and remain in effect until June 30, 2031.

20. **Termination for Convenience.** This Agreement shall terminate upon the conclusion of the effective date or upon cancellation in accordance with this Agreement. Notwithstanding the above, either Party may, upon written notice to the other Party, cancel or terminate this Agreement in whole or in part upon 365 days' notice.

21. **Counterparts and Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that signatures transmitted electronically via .pdf attachment shall be binding as if they were original signatures.

22. **Payment Provisions.** The City shall be billed semi-annually based on its proportional share of the estimated ongoing net Cal-ID Operational Costs and shall pay the SDSO for the aforementioned costs within thirty days (30) from the date of the invoice for such costs. SDSO may withhold payment for services not performed or goods not delivered in accordance with the Agreement.

WHEREFORE, the Parties hereto approve and agree to the terms of this Agreement.

CITY OF NATIONAL CITY

By: _____
Douglas Schulze
City Manager
City of National City

Date: _____

COUNTY OF SAN DIEGO

By: _____
KELLY A. MARTINEZ
Sheriff
San Diego Sheriff's Office

Date: _____

By: _____
Clerk, Board of Supervisors

Date: _____

Approved as to form and legality:

By: _____
MARK DAY
Senior Deputy
San Diego County Counsel

Date: _____

RESOLUTION NO. 2026 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE COUNTY OF SAN DIEGO FOR CALIFORNIA IDENTIFICATION SYSTEM REMOTE ACCESS NETWORK PARTICIPATION FOR THE PERIOD OF JULY 1, 2026 THROUGH JUNE 30, 2031.

WHEREAS, the State of California Department of Justice maintains an automated system for retaining and identifying fingerprints, palm prints, and photos, known as the California Identification System and Cal-Photo ("Cal-ID"); and

WHEREAS, California Penal Code Section 11112.1, *et seq*. provides for the establishment of a Remote Access Network ("RAN"), consisting of a statewide network of equipment and procedures allowing local law enforcement agencies direct access to Cal-ID; and

WHEREAS, the San Diego County Sheriff's Office ("SDSO") is the County of San Diego's ("County") proprietary agency for the County's California Identification System Remote Access Network ("Cal-ID/RAN"), with the primary purpose of Cal-ID/RAN being to serve all law enforcement agencies in the County; and

WHEREAS, the County's Cal-ID/RAN provides tenprint, latent fingerprint, palm print, and photo identification through the use of Local Input Terminals ("LIT"); and

WHEREAS, the National City Police Department desires to participate in the County's Cal-ID/RAN to obtain Cal-ID/RAN services through SDSO's LIT site; and

WHEREAS, the cost to the City of National City ("City") will be based on a proportional share of the SDSO's net Cal-ID operational costs, with the City's cost for fiscal year 2026-27 being $19,160 and future years costs to be determined.

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

Section 1: That the City Council hereby authorizes the City Manager to execute an agreement with the County of San Diego for California Identification System Remote Access Network participation for the period of July 1, 2026 through June 30, 2031. The agreement is attached to the Agenda Report as Exhibit A.

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

PASSED and ADOPTED this 30th day of June, 2026.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Heidi Skinner, City Attorney

AGENDA REPORT

Department: **Police Department**
Prepared by: **Vincent J. Fernando, Lieutenant**
Meeting Date: **Tuesday, June 30, 2026**
Approved by: **Douglas J. Schulze, City Manager**

SUBJECT:
Agreement with Needl, Inc. dba Aurelian, a Delaware Corporation ("Aurelian"), to Provide Aurelian AVA (Automated Virtual Assistant) Software to Support the National City Police Department's Communications Center.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.110 Regarding Exceptions to Formal Competitive Bidding and Authorizing the City Manager to Execute an Agreement with Needl, Inc. dba Aurelian for Automated Virtual Assistant Software in a Not-to-Exceed Amount of $135,000 for the National City Police Department."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
AB 339: Local public employee organizations: notice requirements. This project was presented and discussed with the MEA Union President on June 4, 2026.

EXPLANATION:
The National City Police Communications Center has experienced ongoing staffing shortages while continuing to provide a high level of service to the community. In 2025, dispatch personnel answered more than 70,000 administrative and non-emergency calls while maintaining a minimum staffing level of two dispatchers on duty at all times. Despite their continued dedication and professionalism, the Communications Center faces persistent challenges, including mandatory overtime, employee burnout, staff turnover, and an extensive training process that requires approximately six months to a year for a new dispatcher to become fully trained. These challenges highlight the need for additional resources to support personnel and maintain service levels.

To identify potential solutions, the police department researched several automated call-handling platforms designed specifically for public safety communications centers. These systems utilize artificial intelligence (AI) and real-time data to assist with answering non-emergency calls, provide automated transcription services, support language translation, and guide callers through scripted questioning based on the nature of the incident.

Three vendors were evaluated:

1. Motorola's Hyper Non-Emergency Call Agent; offers a five-year contract totaling $282,100.
2. Axon Prepared; offers a five-year contract totaling $414,361.63.
3. Aurelian's AVA; offers a three-year contract totaling $135,000.

Following a comprehensive review and consultation with dispatch personnel, staff recommends moving forward with Aurelian's AVA. This option provides the most cost-effective solution while integrating seamlessly with the department's existing systems without requiring additional hardware purchases. Additionally, a neighboring agency currently utilizes the platform and has reported successful implementation and operation.

Aurelian's AVA is an AI powered virtual call taker designed to assist the Communications Center by handling routine, non-emergency calls, such as parking complaints, noise complaints, and other low-priority service requests. The system directs callers to the appropriate resources, gathers pertinent information, answers common inquiries, and generates calls for service when appropriate. The platform is fully configurable, allowing the police department to tailor call flows and questioning protocols to align with existing operation procedures.

By managing routine, non-emergency interactions, the system will reduce call volume handled directly by dispatch personnel, allowing dispatchers to remain focused on emergency calls and higher priority incidents that require immediate attention.

It is important to note that this technology is intended to support, not replace, department personnel. Implementation of this system will not result in the reduction or elimination of any authorized positions. The police department will continue to maintain its established staffing requirements and actively recruit to fill all authorized vacancies.

National City Municipal Code Section 2.60.110(B) - Formal bidding procedure--Generally, provides authority for the City Council to waive formal competitive bidding where, among other reasons, competitive bidding is or would be impractical or impossible or the circumstances are such that no obvious, ascertainable advantage to the City could result. Due to the proprietary nature of and unique features in Aurelian's software, ability to integrate into existing systems in the Communications Center, and Aurelian being the lowest cost of the quotes obtained by the Police Department, staff is requesting authorization from the City Council to waive the formal bid process pursuant to NCMC Section 2.60.110(B).

Funding from the Security and Alarm Regulation Fund 211 will be used to purchase the Aurelian AVA system. When an alarm is triggered by a business or residence, Alarm Program Systems, LLC will call NCPD communications center, a dispatcher will create a call for service, and an officer will respond. If it is determined that the call is a false alarm, after specified false alarms, fees will be assessed. Any fees from the false alarm will go into Fund 211, as well as alarm permit fees.

Staff recommends approval of the agreement with Aurelian AVA for the implementation of the AI-assisted virtual call-taking platform at a cost of $135,000 over three years.

FINANCIAL STATEMENT:
Expense Account: 211-70-21-21608-7299-
Year 1: $45,000.00 due on the Order Effective Date
Year 2: $45,000.00 due 12 months after the Order Effective Date
Year 3: $45,000.00 due 24 months after the Order Effective Date

The Security and Alarm Regulation Fund 211 will be utilized to acquire Aurelian's AVA as this is dispatch related equipment designed to support dispatch personnel.

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 - Aurelian Master Services Agreement
Exhibit B - Aurelian Order No. 86
Exhibit C - Quotes
Exhibit D - Resolution 2026-
Exhibit E – Sole Source Letter

MASTER SERVICES AGREEMENT (SAAS)

This **MASTER SERVICES AGREEMENT** ("**Agreement**") is dated _____ ("**Effective Date**") and entered into between Needl, Inc. dba Aurelian, a Delaware corporation ("**Aurelian**") and the City of National City ("**Customer**"). Customer desires to use Aurelian's software platform, pursuant to the terms and conditions of this Agreement. The parties agree as follows:

1. DEFINITIONS.

1.1 "**Affiliate**" means, with respect to a party, any other entity that directly or indirectly controls, is controlled by or is under common control with such entity, where "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity through the ownership of 50% or more of the outstanding voting securities (but only for as long as such entity meets these requirements).

1.2 "**Caller**" means any caller that calls into Customer's non-emergency or emergency number (depending on the Service used) that utilizes the Platform.

1.3 "**Caller Data**" means any data and information made available by a Caller to Aurelian in connection with Aurelian's performance of the Services.

1.4 "**Content**" means content, data, and information that is owned by Aurelian or any of its licensors that is provided or made available by Aurelian through use of the Platform or as part of or in connection with Aurelian's provision of Services. Content does not include Customer Data.

1.5 "**Customer Data**" means the electronic data and information input into the Platform by or on behalf of Customer. Customer Data includes Caller Data but does not include Usage Data or Aggregated Data.

1.6 "**Documentation**" means any user materials, instructions, and specifications made available by Aurelian to Customer for the Services.

1.7 "**Implementation Services**" means Aurelian's standard implementation and set up services for the Platform.

1.8 "**Order**" means any written order document executed by Aurelian and Customer setting forth the terms and conditions relating to the Services. Each Order is incorporated by reference into this Agreement.

1.9 "**Personal Information**" means Customer Data that constitutes "personal information," "personal data," or "personally identifiable information" as such terms are defined under applicable law.

1.10 "**Platform**" means the Aurelian's proprietary platform utilized by Aurelian to provide the Software to Customer under this Agreement. The Platform does not include Customer's connectivity equipment, internet and network connections, hardware, software and other equipment as may be necessary for Customer and its Users to connect to and obtain access to the Platform or to utilize the Services.

1.11 "**Services**" means, collectively, Implementation Services, access to the Platform, Support Services, and the other services made available on, by, or through the Platform by Aurelian under this Agreement.

1.12 "**Software**" means Aurelian's proprietary software as a service offering as set forth in the applicable Order and made available through remote access by Aurelian to Customer and Users as part of the Platform, including any modifications, updates, improvements, configurations, and enhancements thereto.

1.13 "**Support Services**" means Aurelian's standard technical support and Software maintenance.

1.14 "**Usage Data**" means any content, data, or information that is collected or produced by the Platform in connection with use of the Services that does not identify Customer, its Users, or Callers, and may include, but is not limited to, usage patterns, traffic logs, and user conduct associated with the Platform.

1.15 "**Users**" means Customer's employees, independent contractors, and other individuals who are authorized by Customer to use the Services on behalf of Customer.

1.16 "**Force Majeure**" means any event or circumstance beyond the reasonable control of a party, including but not limited to acts of God, natural disasters, war, terrorism, civil unrest, strikes or other labor disturbances, embargoes, government orders or regulations, epidemics, pandemics, or failures of suppliers, subcontractors, or carriers, which prevents or delays the affected party from performing its obligations under this Agreement.

2. SERVICES.

2.1 Provision of Services. Subject to the terms and conditions of this Agreement, Aurelian shall provide the Services to Customer and its Users. Aurelian has valid and effective agreements with all vendors and providers of technology (including AI platforms) ("Vendor Systems") sufficient to allow Aurelian to use the Vendor Systems as part of the Services.

2.2 Cooperation. Customer shall supply to Aurelian the Customer Data along with access and personnel resources that Aurelian reasonably requests in order for Aurelian to provide the Services.

2.3 Resources. Customer is solely responsible for, at its own expense, acquiring, installing, and maintaining all connectivity equipment, internet and network connections, hardware, software, and other equipment as may be necessary for its Users to connect to and access the Platform.

2.4 Third Party Offerings. Aurelian may make access to or use of third-party software services, applications, or functionality that link to, interoperate with, or are incorporated into the Platform available to Customer (collectively, "**Third-Party Offerings**"). Customer acknowledges that Aurelian does not own or control such Third-Party Offerings, they are made available as a convenience only, and are not part of the Platform or subject to any of the warranties, service commitments, or other obligations with respect to the Platform under this Agreement and that such Third-Party Offerings are subject to their own terms and conditions. Any acquisition by Customer of Third-Party Offerings, and any exchange of data between Customer and its Users and any Third-Party Offering is solely between Customer and its Users and the applicable Third-Party Offering provider. Access to and use of any Third-Party Offering is at Customer's own risk and is solely determined by the relevant third-party provider and is subject to such additional terms and conditions applicable to such Third-Party Offering. Aurelian may disable or restrict access to any Third-Party Offerings on the Platform at any time without notice. Aurelian is not liable for Third-Party Offerings or any Customer Data provided to a third party via a Third-Party Offering.

2.5 Artificial Intelligence. Aurelian may use artificial intelligence technologies, including but not limited to generative AI, machine learning, natural language processing, large language models (LLMs), and other AI tools (collectively, "**AI**") in connection with the Services, including to analyze Customer Data such as call recordings and to generate outputs, recommendations, or insights for Users. Aurelian's use of AI, including any third-party AI tools, will comply with all applicable laws. All outputs, results, recommendations, and insights generated by AI from Customer Data are owned by Customer and are deemed Customer Data under this Agreement. Aurelian shall not use Customer Data to train, test, or improve any third-party AI models without Customer's express written consent. AI is used solely to assist in providing the Services and is not intended to replace human judgment or decision-making by Customer's personnel. Customer is responsible for evaluating and verifying the accuracy of any AI-generated outputs, recommendations, or insights through human review before taking any action based on such outputs. Aurelian disclaims any responsibility for decisions or actions taken by Customer based on AI-generated outputs, and Customer is solely responsible for all such decisions and actions.

3. GRANT OF RIGHTS.

3.1 Access Rights; Customer's Use of the Platform. Subject to the terms and conditions of this Agreement, Aurelian hereby grants to Customer, during the Term (as defined below), a non-exclusive, non-transferable (except as permitted by Section 13.3 (Assignment)), non-sublicensable right to access and use the Platform for Customer's and its Affiliates' internal business purposes in accordance with the Documentation and the terms and conditions of this Agreement and subject to the usage limitations set forth in the applicable Order (the "**Usage Limitations**"). Aurelian and its licensors reserve all rights in and to the Platform and the Services not expressly granted to Customer under this Agreement.

3.2 Restrictions on Use. Customer shall not (a) reproduce, display, download, modify, create derivative works of or distribute the Platform, or attempt to reverse engineer, decompile, disassemble or access the source code for the Platform or any component thereof; (b) use the Platform, or any component thereof, in the operation of a service bureau to support or process any content, data, or information of any party other than Customer or Customer Affiliates; (c) permit any party, other than the then-currently authorized Users to independently access the Platform; (d) use the Platform in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third-party, or that violates any applicable law; (e) exceed the Usage Limitations; (f) use the Platform to store or transmit any code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses; or (g) use the Platform, including any AI features contained therein, for making decisions that could produce legal or similarly significant effects without review by and involvement of Users.

3.3 Users. Under the rights granted to Customer under this Agreement, Customer may permit its and its Affiliates' independent contractors and employees to become Users in order to access and use the Platform in accordance with this Agreement; provided that Customer will be liable for the acts and omissions of all Customer Affiliates and Users to the extent any of such acts or omissions, if performed by Customer, would constitute a breach of, or otherwise give rise to liability to Customer under, this Agreement. Customer shall not, and shall not permit any User to, use the Platform, Software or Documentation except as expressly permitted under this Agreement. Customer is responsible for Users' compliance with this Agreement.

3.4 Callers. Customer is responsible for: (a) giving adequate notice and making any required disclosures to Callers regarding Aurelian's processing of Caller Data as contemplated under this Agreement; and (b) obtaining all necessary rights, permissions, and valid consents, which may be required in order to permit: (i) Aurelian's performance of its obligations and exercise of its rights under this Agreement; and (ii) Customer's and its Users' access to and use of any Caller Data.

3.5 Prohibited Data. Notwithstanding anything to the contrary in this Agreement, Customer shall not, and shall take commercially reasonable efforts to ensure that its Users and Callers do not, upload or provide to the Platform or otherwise submit or make accessible to Aurelian any financial account or government issued identifiers (e.g., social security numbers, credit card information, or bank information), protected health information, or other types of sensitive data that is subject to specific or elevated data protection requirements (other than personal data) (collectively, "**Prohibited Data**"). Notwithstanding anything to the contrary in this Agreement, Customer acknowledges that: (i) the Software and Platform are not intended for the management or protection of Prohibited Data and may not provide adequate or legally required security for Prohibited Data; and (ii) Aurelian will have no liability for any failure to provide protections set forth in any laws, rules, regulations, or standards applicable to such Prohibited Data or to otherwise protect the Prohibited Data. If Customer, any Users, or any Callers upload or provided any Prohibited Data to the Platform in violation of this Section 3.5 (Prohibited Data), Aurelian may, without limiting any of its other rights and remedies, delete such Prohibited Data.

4. FEES AND PAYMENT TERMS.

4.1 Price. Customer shall pay Aurelian the fees set forth in the applicable Order ("**Fees**") in accordance with the terms of this Agreement. Fees are exclusive of, and Customer shall pay all taxes, fees, duties, and other governmental charges arising from the payment of any Fees or any amounts owed to Aurelian under this Agreement (excluding any taxes arising from Aurelian's income or any employment taxes). Fees for any Services requested by Customer that are not set forth in an Order will be charged as mutually agreed to by the parties in writing.

4.2 Payment. Customer shall pay to Aurelian all Fees within 30 days after Customer's receipt of the applicable invoice for such Services. If Customer disagrees with any Fees set forth in an invoice, Customer must notify Aurelian of the dispute within 30 days after receipt of such invoice. If Aurelian does not receive notice of a dispute during such 30 day period, Customer will be deemed to have accepted the Fees set forth in the invoice. All payments received by Aurelian are non-refundable except as otherwise expressly provided in this Agreement. Customer shall make all payments in United States dollars.

5. TERM AND TERMINATION.

5.1 Term. Unless otherwise provided in an Order, this Agreement commences on the Effective Date and, unless terminated earlier in accordance with this Agreement, continues until all Orders have terminated ("**Term**").

5.2 Order Term. The initial term of an Order begins on the date set forth in the Order ("**Initial Term**"), unless otherwise terminated as provided for in the Agreement or applicable Order. The term of each Order will automatically extend for successive one-year periods at fees 7% higher than the immediately preceding year (each, a "**Renewal Term**"), unless either party provides written notice to the other party of its intent not to extend such Order at least thirty (30) days prior to the end of the Initial Term or then-current Renewal Term.

5.3 Termination.

A party may terminate this Agreement or an Order upon notice if the other party breaches any material provision of this Agreement and (provided that such breach is capable of cure) does not cure such breach within 30 days after being provided with written notice of such breach. Customer may terminate any Order for convenience upon 30 days' written notice to Aurelian until the first anniversary of an Order's effective date and will be given a pro-rated refund for the remaining contract value.

5.4 Effects of Termination. Upon termination of this Agreement and all Orders: (a) all amounts owed to Aurelian under this Agreement before such termination will be due and payable in accordance with Section 4 (Fees and Payment Terms); (b) Customer's rights granted in this Agreement will immediately cease; (c) Customer shall promptly discontinue all access to and use of the Platform and Documentation; and (d) Aurelian shall promptly return or erase all Customer Data, except that Aurelian may retain Customer Data in Aurelian's archived backup files. Sections 4, 5.4, 6, 7.3, 8, 11, 12, 11, 12, and 13 survive expiration or termination of this Agreement.

5.5 Suspension. Notwithstanding anything to the contrary in this Agreement, Aurelian may suspend Customer's access to the Platform if Aurelian determines that: (a) there is an attack on the Platform; (b) Customer's or any of its Users' use of the Platform poses a reasonable risk of harm or liability to Aurelian and, if capable of being cured, Customer is not taking appropriate action to cure such risk; (c) Customer has breached Sections 3.2 (Restrictions on Use) or 12 (Confidentiality) ; (d) Customer's or its Users' use of the Platform violates applicable law; or (e) Customer has failed to pay any undisputed amounts owed under this Agreement when due and has failed to cure such late payment within 15 days after Aurelian has provided Customer with written notice of such late payment. Aurelian shall use commercially reasonable efforts to provide Customer with notice of such suspension. Aurelian may suspend Customer's access to the Platform until the situation giving rise to the suspension has been remedied to Aurelian's reasonable satisfaction. Aurelian's suspension of Customer's access to the Platform will not relieve Customer of its payment obligations under this Agreement.

6. PROPRIETARY RIGHTS.

6.1 Customer Data. As between the parties, Customer owns all right, title, and interest in Customer Data, including all intellectual property rights therein.

6.2 Customer Data License Grant. Customer hereby grants to Aurelian and its authorized representatives and contractors, during the Term, a limited, non-exclusive, non-transferable (except as permitted by Section 13.3 (Assignment)) license to use the Customer Data solely for the limited purpose of performing the Services for Customer and fulfilling its other obligations and exercising its rights under this Agreement.

6.3 The Services. All proprietary technology utilized by Aurelian to perform its obligations under this Agreement, and all intellectual property rights in and to the foregoing, as between the parties, are the exclusive property of Aurelian. Aurelian or its third party licensors retain ownership of all right, title, and interest to all copyrights, patents, trademarks, trade secrets, and other intellectual property rights in and to the Content and the Platform, including without limitation the Software, Documentation, customizations, and enhancements, and all processes, know-how, and the like utilized by or created by Aurelian in performing under this Agreement. Any rights not expressly granted to Customer hereunder are reserved by Aurelian.

6.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Aurelian may analyze Customer Data to create a de-identified or aggregated data set that does not identify Customer, its Users, or Callers (collectively, "**Aggregated Data**"). Aurelian retains ownership of all right, title, and interest in and to Aggregated Data. Aurelian may use Aggregated Data for any lawful purpose, including, but not limited to, to improve, market, and provide the Services.

6.5 Usage Data. Aurelian retains ownership of all right, title, and interest in and to the Usage Data. Aurelian may use Usage Data in connection with its performance of its obligations in this Agreement and for any other lawful business purpose, including, but not limited to, benchmarking, data analysis, and to improve Aurelian's services, systems, and algorithms.

7. WARRANTY; DISCLAIMERS.

7.1 Access to the Platform. Aurelian warrants that the Platform will perform materially in accordance with the Documentation and this Agreement. Aurelian does not warrant that the Platform will be completely error-free or uninterrupted. If Customer notifies Aurelian of a reproducible error in the Platform that indicates a breach of the foregoing warranty (each, an "**Error**") within 30 days after Customer experiences such Error, Aurelian shall, at its own expense and as its sole obligation and Customer's exclusive remedy for breach of the foregoing warranty : (a) use commercially reasonable efforts to correct or provide a workaround for such Error; or (b) if Aurelian is unable to correct or provide a workaround for such Error within 60 days after receiving notice of such Error from Customer, Customer may terminate this Agreement upon notice to Aurelian and, Aurelian shall refund the amounts paid by Customer for access to the Platform for the period during which the Platform was not usable by Customer. The warranties set forth in this Section 7.1 (Access to the Platform) do not apply to any Third Party Offerings or cover any Error caused by: (i) Customer or its Users; (ii) use of the Platform in any manner or in any environment inconsistent with its intended purpose; (iii) Customer's hardware or software if modified or repaired in any manner which materially adversely affects the operation or reliability of the Platform, or (iv) any equipment, software, or other material utilized by Customer in connection with the Platform contrary to the provider's instructions.

7.2 Right to Customer Data. Customer represents and warrants that it has the right to: (a) use the Customer Data as contemplated by this Agreement; and (b) grant Aurelian the license in Section 6.2 (Customer Data License Grant).

7.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7 (WARRANTY DISCLAIMERS), NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND AND EACH PARTY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE FOREGOING, CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT INTENDED FOR USE FOR EMERGENCIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AURELIAN MAKES NO WARRANTIES OF ANY KIND REGARDING THE SERVICES' ABILITY TO PROPERLY REROUTE CALLERS TO EMERGENCY SERVICES, AND CUSTOMER ACKNOWLEDGES THAT THE SERVICES MAY NOT PROPERLY IDENTIFY CALLS AS EMERGENCIES AND MAY NOT PROPERLY REROUTE EMERGENCY CALLS TO EMERGENCY SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL AURELIAN BE LIABLE TO CUSTOMER FOR ANY DAMAGES OR LIABILITY THAT CUSTOMER MAY INCUR THAT ARISE OUT OF THE USE OF THE SERVICES IN CONNECTION WITH EMERGENCIES.

8. INDEMNIFICATION.

Aurelian shall defend, indemnify, and hold the Customer, its officers, officials, employees, and volunteers harmless from any and all third-party claims, injuries, damages, losses, or suits, including attorney fees (each a "**Claim**"), to the extent arising out of or resulting from: (a) the gross negligence or willful misconduct of Aurelian in performance of this Agreement; (b) violation of applicable law; and (c) an allegation that the Software used in accordance with this Agreement infringes any intellectual property rights, including copyright, of such third party (an "Infringement Claim"). The foregoing obligations are conditioned on Customer: (A) promptly notifying Aurelian in writing of such Claim; (B) giving Aurelian sole control of the defense thereof and any related settlement negotiations; and (C) cooperating and, at Aurelian's request and expense, assisting in such defense. In the event that the use of the Platform is enjoined as a result of an Infringement Claim, Aurelian shall, at Customer's option and at Aurelian's expense, either: (i) procure for Customer the right to continue using the Platform; (ii) replace the Software with a non-infringing but functionally equivalent product; (iii) modify the Software so it becomes non-infringing; or (iv) terminate this Agreement and refund the amounts Customer paid for access to the Platform that relate to the period during which Customer was not able to use the Platform. Notwithstanding the foregoing, Aurelian will have no obligation under this Section 8 (Indemnification) to the extent an Infringement Claim is based upon: (1) any use of the Platform not in accordance with this Agreement; (2) any use of the Platform in combination with products, equipment, software, or data that is not contemplated by the Documentation or that Aurelian did not supply or approve of, if such infringement would have been avoided without the combination with such other products, equipment, software, or data; (3) any modification of the Platform by any person other than Aurelian or its authorized agents or subcontractors; or (4) any Third-Party Offering. This Section 8 (Indemnification) states Aurelian's entire liability and Customer's sole and exclusive remedy for Infringement Claims.

Customer shall defend, indemnify, and hold Aurelian harmless from any Claim brought by a third party (including Callers) to the extent that such claim, suit, or action is based upon: (a) Aurelian's use of any Customer Data in accordance with this Agreement; (b) Customer's use of any Customer Data; or (c) Customer's use of the Services, including, but not limited to, a claim that the Services failed to reroute a Caller to emergency services. The foregoing obligations are conditioned on Aurelian: (a) promptly notifying Customer in writing of such Claim; (b) giving Customer sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Customer's request and expense, assisting in such defense.

9. INSURANCE.

9.1 During the term of the Agreement, Aurelian shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The Customer shall be named as an additional insured under Aurelian's Commercial General Liability insurance policy with respect to the work performed for the Customer using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Technology Errors & Omissions (E&O)

5. Network Security (Cyber) and Privacy Insurance shall include, but not be limited to, coverage, including defense, for the following losses or services:

Liability arising from theft, dissemination, and/or use of Customer confidential and personally identifiable information, including but not limited to, any information about an individual maintained by the Customer, including (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted.

Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or Customer data, including denial of service, unless caused by a mechanical or electrical failure; (iii) introduction of any unauthorized software computer code or virus causing damage to the Customer or any other third party data.

Lawfully insurable fines and penalties resulting or alleging from a data breach.

Event management services and first-party loss expenses for a data breach response including crisis management services, credit monitoring for individuals, public relations, legal service advice, notification of affected parties, independent information security forensics firm, and costs to re-secure, re-create and restore data or systems.

9.2 During the term of the Agreement, Aurelian shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate.

3. Technology Errors & Omissions (E&O) shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

4. Network Security (Cyber) and Privacy Insurance shall be written with limits no less than $2,000.000 per claim $2,000,000 policy aggregate for network security and privacy coverage, $100,000 per claim for regulatory action (fines and penalties), and $100,000 per claim for event management services.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. Upon written request from Customer, Aurelian shall furnish the Customer with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work. Aurelian shall provide the Customer with written notice of any policy cancellation within two business days of its receipt of such notice.

10. SAFEGUARDING OF PERSONAL INFORMATION. Aurelian shall not use or disclose Personal Information except in accordance with Customer's documented instructions or to perform Aurelian's obligations or exercise Aurelian's rights under this Agreement. Aurelian agrees to comply with applicable federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information. Aurelian shall ensure its directors, officers, employees, subcontractors or agents use Personal Information solely for the purposes set forth in this Agreement. Aurelian shall implement and maintain information security measures designed to protect Personal Information against unauthorized use, disclosure, modification or loss. Upon becoming aware of unauthorized access to or acquisition of Personal Information in Aurelian's possession or control, Aurelian will promptly inform Customer in writing and take reasonable steps designed to mitigate the harmful effects of such access or acquisition.

11. LIMITATIONS OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT., HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN

CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID OR OWED BY CUSTOMER TO AURELIAN UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD PRECEDING THE CLAIM, AS THE CASE MAY BE, DURING WHICH THE EVENTS GIVING RISE TO SUCH LIABILITY OCCURRED. THE EXCLUSIONS AND LIMITATION OF LIABILITIES SET FORTH IN THIS SECTION 11 (LIMITATIONS OF LIABILITY) DO NOT APPLY TO A PARTY'S OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION), TO LIABILITY ARISING FROM A PARTY'S BREACH OF SECTION 112, OR TO LIABILITY ARISING FROM CUSTOMER'S BREACH OF ANY ONE OR MORE OF THE FOLLOWING: SECTIONS 3.2 (RESTRICTIONS ON USE) OR 7.2 (RIGHT TO CUSTOMER DATA).

12. CONFIDENTIALITY.

12.1 Definitions. "Confidential Information" means all information disclosed by one party ("**Discloser**") to the other party ("**Recipient**") under this Agreement during the Term. Confidential Information includes information that is marked or identified as confidential and, if not marked or identified as confidential, information that should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party. Aurelian's Confidential Information includes Software and Documentation. Customer's Confidential Information includes Customer Data.

12.2 Protection. Recipient shall not use any Confidential Information for any purpose not expressly permitted by this Agreement and shall not disclose Confidential Information to anyone other than Recipient's employees and independent contractors who have a need to know such Confidential Information for purposes of this Agreement and who are subject to confidentiality obligations no less restrictive than Recipient's obligations under this Section 112. Recipient will be liable to the Discloser for any of its employees' and independent contractors' acts or omissions, which, if performed by Recipient, would constitute a breach of this Section 112. Recipient shall protect Confidential Information from unauthorized use, access, and disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

12.3 Exceptions. Recipient will have no confidentiality obligations under Section 12 (Confidentiality) above with respect to any information of Discloser that Recipient can document: (a) was already known to Recipient prior to Discloser's disclosure; (b) is disclosed to Recipient by a third party who had the right to make such disclosure without violating any confidentiality agreement with or other obligation to the party who disclosed the information; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) is independently developed by Recipient without access to or use of Confidential Information. Recipient may disclose Confidential Information if required to as part of a judicial process, government investigation, legal proceeding, response to a public records request, or other similar process on the condition that, to the extent permitted by applicable law, Recipient gives prior written notice of such requirement to Discloser. Recipient shall take reasonable efforts to provide this notice in sufficient time to allow Discloser to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure.

13. GENERAL.

13.1 Independent Contractor. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture partner of or with the other, and neither party has the right or authority to assume or create any obligation on behalf of the other party.

13.2 Subcontractors. Aurelian may utilize subcontractors, subprocessors, and other third-party service providers (collectively, "**Subcontractors**") in the performance of its obligations, provided that Aurelian will remain liable and responsible for the Subcontractors' acts and omissions to the extent any of such acts or omissions, if performed by Aurelian, would constitute a breach of, or otherwise give rise to liability to Aurelian under, this Agreement when they are performing for or on behalf of Aurelian.

13.3 Assignment. Neither party may assign this Agreement or any of its rights under this Agreement to any third party without the other party's prior written consent; except that a party may assign this Agreement without consent from the other party to (a) an Affiliate; or (b) any successor to its business or assets to which this Agreement relates, whether by merger, acquisition, or sale of all or substantially all of its assets, or otherwise. Any attempted assignment in violation of the foregoing will be void and of no force or effect.

13.4 Use by Other Government Agencies. The parties acknowledge that this Agreement has been negotiated by and entered into between Customer and Aurelian for the provision of Services described herein. Subject to Aurelian's approval, which shall not be unreasonably withheld, other government entities, including, but not limited to, other municipalities, counties, special districts, school districts, federal/state/local agencies, and other political subdivisions ("Participating Agencies"), may, to the extent permitted by law, procure the same Services and related services under the terms and conditions of this Agreement by entering into a fully-executed written order form with Contractor that references this Agreement (each, an "Order Form"), through a process commonly referred to as "piggybacking". Each Participating Agency that enters into such an Order Form shall be deemed a separate and independent licensee and party to this Agreement solely for the purposes of its use of the Services, and Contractor shall contract directly with each Participating Agency. Nothing herein shall obligate any Participating Agency to utilize this Agreement, nor shall it obligate Aurelian to provide goods or services beyond the scope of this Agreement, except to the extent agreed in an Order Form between Aurelian and such Participating Agency. The Customer shall have no liability or responsibility for the actions, obligations, or payments of any Participating Agency. Any dispute, obligation, or enforcement action arising from a Participating Agency's use of this Agreement shall be handled solely between Aurelian and the relevant Participating Agency.

13.5 Force Majeure. Except for payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

13.6 Notices. All notices or communications required or permitted under this Agreement, including but not limited to notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and delivered by courier, certified or registered mail (postage prepaid and return receipt requested), or by email (with confirmation of delivery) to the other party at the address set forth on the signature page or such other address as the party may have designated by proper notice. Notices will be deemed delivered upon the earlier of: (a) actual receipt by the receiving party; (b) receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party. E-mail may be used for routine communications and to obtain operational approvals and consents but may not be used for any other notices unless otherwise specified herein.

13.7 Governing Law; Venue. The laws of the State of Washington govern this Agreement and any matters related to this Agreement, without regard to any conflicts of laws principles that would require the application of the laws of a different jurisdiction. The parties hereby submit to the exclusive jurisdiction of, and waive any venue objections against, the state or federal courts located in the State of Washington, in the county where the Customer is located, for any litigation arising out of or relating to this Agreement or the Services.

13.8 Remedies. Each party acknowledges that any actual or threatened breach of Sections 3.2 (Restrictions on Use) or 112 will constitute immediate, irreparable harm to the non-breaching party for which monetary damages would be an inadequate remedy and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought by a party to enforce this Agreement, the prevailing party will be entitled to receive its attorneys‘ fees, court costs, and other legal expenses, in addition to any other relief it may receive from the non-prevailing party.

13.9 Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either Customer’s or Aurelian’s successor(s) or permitted assign(s).

13.10 No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Customer and Aurelian. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

13.11 Waivers. To be effective, any waivers must be in writing and signed by the party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.12 Dispute Resolution. Customer agrees to provide us with written notice within thirty (30) days of becoming aware of a dispute. Customer agrees to cooperate with Aurelian in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule.

13.13 Severability. If any provision of this Agreement is unenforceable, the other provisions of this Agreement will be unimpaired, and the unenforceable provision will be deemed modified so that it is enforceable to the maximum extent permitted by law (unless such modification is not permitted by law, in which case such provision will be disregarded).

13.14 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

13.15 Entire Agreement. This Agreement, including any Order and any exhibits or attachments thereto (including any Executive Summary), constitutes the final and entire agreement between the parties regarding the subject hereof and supersedes all other agreements, whether written or oral, between the parties concerning such subject matter. No modifications to this Agreement will be binding on the other party unless accepted in writing by both parties. To the extent of any conflict between the provisions of this Agreement and the provisions of any Order, the provisions of the Agreement will govern unless the Order specifically overrides this Agreement. No amendment to this Agreement will be effective unless in writing and signed by the party to be charged.

The parties by their authorized representatives have entered into this Master Services Agreement as of the Effective Date.

City of National City	**Needl, Inc.**
Signature: _____	Signature: _____
Printed: _____	Printed: _____
Title: _____	Title: _____

AURELIAN

ORDER #86

This **ORDER** ("**Order**") is dated _____ (the "**Order Effective Date**") and is between **Needl, Inc.**, a Delaware corporation ("**Aurelian**") and the customer identified below ("**Customer**") and governs Customer's access to and use of the Platform and Aurelian's provision of the Services under the Master Services Agreement between the parties dated _____ (the "**MSA**"). Capitalized terms used in this Order but not defined have the meanings given to them in the MSA.

CUSTOMER INFORMATION					
Name:	City of National City	**Address:**	1200 National City Blvd.		
City	National City	**State:**	CA	**Zip Code:**	91950
CUSTOMER PRIMARY CONTACT INFORMATION					
Full Name:	Maelihini Adamos	**Title:**	Police Dispatch Supervisor		
Phone Number:	(619) 336-4507	**Email:**	MAdamos@nationalcityca.gov		

TERM

- The Initial Term of this Order begins on the Order Effective Date and continues for three (3) years, subject to autorenewal as set forth in the MSA.

SOFTWARE PURCHASED

- Standard hosted software service offering of Aurelian, inclusive of all call routing, call automation services, web chat, and assistive call-taking software (referred to as the "Service" in the MSA).
- Standard hosted software service offering of Aurelian, inclusive of all call routing, call automation services, and web chat (referred to as the "Service" in the MSA.

FEES

- Customer's use of the Services under this Order will be subject to the following fees:
  Year 1: $45,000 due on the Order Effective Date
  Year 2: $45,000 due 12 months after the due Order Effective Date
  Year 3: $45,000 due 24 months after the due Order Effective Date

  Fees include implementation, support, and CAD integration services (excluding any charges your CAD provider may apply). The contract may be canceled with 30 days' notice for a pro-rated refund within the first year or as otherwise provided by the MSA.

USAGE LIMITS

- The Services may be accessed and used by the Customer only. The Customer shall not permit any other affiliates, subsidiaries, agencies, or parties to access or use the Services under this Order.

This Order is governed by, and subject to, the MSA. This Order may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

City of National City

Signed: _____

Name: _____

Title: _____

NEEDL, INC.

Signed: _____

Name: _____

Title: _____

AURELIAN

ORDER #86

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Full Name:	Maelihini Adamos	**Title:**	Police Dispatch Supervisor		
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City of National City

Signed: _____

Name: _____

Title: _____

NEEDL, INC.

Signed: _____

Name: _____

Title: _____

Hyper Non-Emergency Call Agent

Commercial Proposal: National City Police Department (National City, CA)

Prepared in collaboration by: Shannon Hickey, Senior Account Manager (Motorola Solutions) and Josh Wright, Founding Account Executive (Hyper, a Motorola Solutions Company)

---

1. Overview

Public safety agencies deploy Hyper to reduce the burden of non-emergency calls on Call Takers, improve response times, and maintain focus on emergency operations.

Hyper is designed around a conservative, safety-first escalation philosophy where ambiguous, uncertain, or evolving situations can immediately escalate to live Call Takers. The platform is intended to support Call Takers and operational service levels, not replace emergency communications personnel.

The platform uses conversational Voice AI to handle routine, administrative, and non-emergency calls, enabling:

- Reduced non-emergency workload for Call Takers
- Improved answer speed and queue availability
- Repurposed staff time toward priority and emergency response
- Consistent, trackable interactions with the public

National City manages a high volume of non-emergency and low-priority calls. Hyper provides a practical, low-risk approach to reduce this demand while protecting emergency response capacity.

Core Capabilities

- Conversational Voice AI for non-emergency call handling
- Intelligent triage, routing, and escalation to live Call Takers
- Multilingual conversational support
- Jurisdictional address validation and branched logic
- Configurable workflows aligned to agency SOPs
- Emergency detection based on caller context, immediate escalation a live Call Taker
- SMS follow-ups (e.g., online reporting links, resources)
- Structured data capture, transcripts, and call summaries
- Analytics dashboards and call categorization insights

2. Contracted Call Volume Capacity

Annual Inbound Non-Emergency Call Volume: 71,000 calls / year

3. Commercial Structure

Year 1 (Ramp & Deployment Phase)

Aligned to a 30-60 day implementation timeline and phased rollout.

Component	Description	Investment
Hyper Platform Subscription	Up to 59,000 calls (10/12 prorated volume)	$41,300
Annual Solution Engineering Services	Workflow configuration, prompt optimization, reporting review, and ongoing solution support	$7,400
3rd Party CAD Integration	Scoping and Interface Design for API integration with Tyler Technologies CAD (One-Time Fee)	$5,000
Total Year 1 Investment		**$53,700**

Years 2–5 (Steady State)

Component	Description	Investment
Hyper Platform Subscription	Up to 71,000 calls annually	$49,700
Annual Solution Engineering Services	Workflow configuration, prompt optimization, reporting review, and ongoing solution support	$7,400
Total Annual Investment		**$57,100**

Total Contract Value (5-Year Term)

Year	Investment
Year 1 (Ramp)	$53,700
Year 2	$57,100
Year 3	$57,100
Year 4	$57,100
Year 5	$57,100
Total (5-Year Term)	**$282,100**

4. Pricing Notes

- Proposed term: five (5) years, billed annually in advance
- Year 1 includes ramp period (10/12 prorated volume)
- Fixed annual subscription aligned to expected call volume
- No variable usage-based billing within contracted annual call volumes
- Pricing discounted and protected for full term
- Pricing includes annual call volumes up to the contracted limits defined in this proposal. Volumes materially exceeding contracted thresholds may require commercial review and adjustment.

A multi-year structure aligns with how operational impact is realized over time. Initial deployment focuses on a defined set of workflows, with measurable gains in the first year. Continued value is driven through expansion, optimization, and deeper system integration.

---

5. Deployment Approach

- Target deployment: **30-60 days**
- Minimal IT lift: DID routing and SSO recommended
- Phased rollout aligned to priority call types

Important:
Hyper can operate as a standalone cloud-based solution without requiring inbound network connections, VPN access, or direct integration into core call handling systems for initial deployment. For example, Hyper can be deployed immediately without CAD integration by focusing on non-dispatchable call types, enabling rapid operational value while future integrations are evaluated or scoped in parallel.

Hyper supports both full-scale deployments and phased deployment approaches, including separately scoped Proof of Value engagements or different term structures where appropriate. This approach provides a low-risk entry point, allowing the National City team to validate impact quickly before expanding coverage across additional workflows.

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6. Integrations

Hyper Non-Emergency Call Agent is designed to align with existing agency workflows while maintaining flexibility across diverse public safety environments.

Current Environment

- CAD: Tyler Technologies (based on information available during proposal development; subject to validation during project kickoff)

Immediate Deployment (No Integration Required)

Hyper can be deployed immediately without requiring CAD or core call handling integration by focusing on non-dispatchable and informational call types, including:

- Non-dispatchable call handling
- Call routing and transfers
- Informational requests
- Information capture and SMS follow-up

Hyper is designed to escalate uncertain, ambiguous, or emergency-related interactions to live Call Takers based on configurable operational thresholds.

3rd Party CAD Integration Options

Based on the currently understood environment, integration with Tyler Technologies CAD can be evaluated and scoped by the Motorola Interface Design team. Final integration approach remains subject to confirmation of the agency's production environment, available APIs, and technical requirements.

The purpose of integration with CAD systems is to automate:

- Creation of incidents and calls for service within CAD workflows
- Structured data capture from automated interactions
- Improved workflow continuity between Hyper and Call Takers
- Expanded automation opportunities aligned to agency operational requirements

Call Handling Integration (Roadmap)

Deeper call-handling integration capabilities may be evaluated as part of the broader Motorola roadmap and are not required for initial deployment.

Hyper can be deployed immediately using existing telephony routing methods, including Direct Inward Dial (DID) routing.

Planned future integration capabilities may include:

- Enhanced routing and transfer logic
- Expanded transfer context for Call Takers
- Deeper workflow continuity between automated and live interactions

7. Sample Operational Impact

Based on approximately 71,000 annual non-emergency calls at an estimated average handling time of 6 minutes per interaction, the agency currently manages roughly 7,100+ annual staff hours related to non-emergency call volume.

As Hyper is expanded across additional workflows and call categories over time, agencies may achieve long-term automation and resolution rates between 60% and 75% for appropriate non-emergency interactions, with performance typically improving as workflows expand, prompts are refined, and integrations mature.

This could represent:

- Approximately 42,000-53,000 calls annually handled or resolved through Hyper
- Approximately 4,200-5,300 staff hours repurposed annually
- Reduced queue pressure and improved availability for emergency and priority calls
- Meaningful operational capacity gains without requiring equivalent staffing growth

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8. Implementation & Onboarding Services

The following implementation, onboarding, and support services are included as part of this engagement during the initial deployment period.

Included Implementation & Onboarding Services

- Tenant configuration and environment setup
- Deployment planning and implementation coordination
- Testing, quality assurance, and deployment support
- Supervisor and administrator training
- Reporting configuration and analytics enablement
- Data storage and standard analytics access
- Integration scoping and coordination, where applicable
- Ongoing optimization and Customer Success support during rollout

Ongoing workflow configuration guidance, prompt refinement, and operational support are included throughout the term of the agreement within the standard scope of the deployment.

Initial implementation and launch activities are expected to prioritize approximately twenty (20) call types and workflows to enable rapid deployment, operational validation, and measurable early impact.

Hyper will work collaboratively with the National City team to continuously expand, refine, and optimize workflows over time while enabling supervisors and administrators to independently manage and maintain workflows without long-term reliance on Hyper resources.

Scope of Included Services

This proposal includes:

- One Hyper production tenant
- Ongoing workflow refinement, prompt optimization, and operational support within the standard scope of the engagement
- English, Spanish, and French language deployment
- Deployment aligned to existing DID routing
- Supervisor and administrator training, workflow management enablement, and knowledge transfer to support long-term operational independence
- Standard implementation and onboarding services
- Standard analytics and reporting access
- Ongoing technical and Customer Success support

Implementation is designed to minimize operational and IT burden while enabling rapid time-to-value through a phased deployment approach aligned to agency priorities and approved workflows.

Additional workflows, integrations, languages, custom development, or professional services outside the defined scope may require separate scoping and commercial review.

Exclusions

Unless otherwise stated, this proposal does not include:

- Third-party API or licensing fees associated with external systems
- Custom development outside standard implementation scope
- Dedicated on-premise infrastructure
- Custom integrations requiring separate engineering scope

Any services requested outside the defined implementation and support scope may be delivered on a time-and-materials basis at a rate of $250 per hour, subject to prior written approval by both parties.

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9. Data Ownership & Security

- All call data, recordings, transcripts, and metadata are owned by National City
- Hyper does not use customer data to train AI models

- Hyper provides transparency into call handling decisions and workflow logic
- Data is securely stored with enterprise-grade encryption (in transit and at rest)
- SOC 2 Type II compliant
- Standard data retention is 5 years, configurable during implementation

10. Billing & Terms

- Annual subscription invoicing can be aligned to National City fiscal year requirements where needed, including prorated billing aligned to implementation timing
- Multi-year agreements are billed annually in advance
- Payment terms: Net 30 (or aligned to agency requirements, TBD)

This quote is valid through June 30, 2026, and is contingent upon:

- the defined scope
- stated call volumes
- standard deployment assumptions
- mutually executed agreement terms

Final Scope & Agreement

Final deliverables, implementation scope, support obligations, and commercial terms will be governed by the executed agreement between the parties.

Re: National City PD | Axon 911 - Prepared Pricing & Next Steps from 5/27 Call

JA

Justin Allen <juallen@axon.com>
To Vincent Fernando; Maelihini Adamos
Cc Chris Izworski; Jeffrey Couch

Reply | Reply All | Forward | ...

Wed 5/27/2026 3:02 PM

You replied to this message on 6/1/2026 11:50 AM.

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

Lt Fernando and Mae,

Thanks as always for taking the time this afternoon to visit with us. To recap:

- **References**: we discussed introducing you to San Diego PD & Chula Vista PD about their experiences with Prepared. We already made the introduction to San Diego PD yesterday, and I have confirmed that we'll be sending you a warm intro to our contacts at Chula Vista next week (PSAP manager is in jury duty this week). As we mentioned, San Diego PD was one of our earliest adopters of ANET (our non-emergency AI agent), and as such, the implementation took quite a bit more time than our more recent ANET implementations have taken. I understand that Chula Vista was actually able to leverage some of the legwork that San Diego PD put in to speed up their own implementation of ANET, so I think the timeframe and easy of implementing Prepared will be a bit more relevant to how implementations are going today for most agencies. Definitely worth talking with both of them. I'll follow up next week with an intro to Chula Vista.
- **Axon 911 Call Handling (Carbyne)**: I introduced you briefly to Jeff Couch, my counterpart on the Carbyne APEX call-handling platform. Feel free to work directly with Jeff (copied here) on your call handling exploration as the CalOES RFP process advances.
- **Radio transcription ("Assistive Dispatch" or AD)**: Chris Izworski confirmed that your radio console is Motorola and digital, and we have a couple ways that we can go about getting at your radio traffic for radio transcription. I shared with you the high-end costs for that (if you required an AIS server); what I've quoted below assumes you move forward with the cheaper of the two options for radio transcription.
- **Pricing**: To restate what we discussed on our 5/14 call, Prepared pricing for National City's call volumes would include:
  - Full Prepared Platform: non-emergency AI agent (ANET), call transcription, mapping, translation, AI summaries (ACT), radio transcription (AD), and 100% automated QA for all your calls (AQA)
  - Annual recurring fees (5-year term, invoiced annually): **$79,000**
  - One-time implementation/integration fees: **$18,700** (plus $37,500 if you opted to go the AIS License route)
  - Total Year 1 Costs: **$98,361.63**
  - This pricing does include discounting, and is pending formal approval. When you are ready for a formal quote, I can provide that.
- **Next Steps**: We scheduled a follow up call for June 11 to discuss how your conversations with your neighboring agencies went and potentially schedule an onsite walkthrough of the platform for dispatch supervisors, command staff, or some combination of both.

We are eager to partner with National City and appreciate your collaboration. Looking forward to reconnecting soon.

JUSTIN ALLEN
Sr. Account Executive
Prepared by Axon

M: 801-369-0152
AXON.COM
Los Angeles, CA

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RESOLUTION NO. 2026 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.110 REGARDING EXCEPTIONS TO FORMAL COMPETITIVE BIDDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH NEEDL, INC. DBA AURELIAN FOR AUTOMATED VIRTUAL ASSISTANT SOFTWARE IN A NOT-TO-EXCEED AMOUNT OF $135,000 FOR THE NATIONAL CITY POLICE DEPARTMENT.

WHEREAS, the National City Police Department's Communications Center has experienced ongoing staffing shortages while continuing to provide a high level of service to the community; and

WHEREAS, in 2025, dispatch personnel answered more than 70,000 administrative and non-emergency calls while maintaining a minimum staffing level of two dispatchers on duty at all times and, despite their continued dedication and professionalism, the Communications Center faces persistent challenges, including mandatory overtime, employee burnout, staff turnover, and an extensive training process that requires approximately six months to a year to fully train a new dispatcher; and

WHEREAS, in an effort to assist dispatch personnel and continue to provide critical dispatch services to the community, the Police Department researched several automated call-handling platforms designed specifically for public safety communications centers, systems that utilize artificial intelligence (AI) and real-time data to assist with answering non-emergency calls, provide automated transcription services, support language translation, and guide callers through scripted questioning based on the nature of the incident; and

WHEREAS, after evaluating various automated call-handling platforms and obtaining quotes from vendors, the Police Department recommends entering into a three (3) year agreement with Needl, Inc. dba Aurelian ("Aurelian") at a cost not to exceed $135,000 for use of Aurelian's standard hosting software service, which includes call routing, call automation services, web chat, and assistive call-taking software; and

WHEREAS, Section 2.60.110(B) of the National City Municipal Code allows the City Council to waive formal competitive bidding requirements when, among other reasons, competitive bidding is or would be impractical or impossible or the circumstances are such that no obvious, ascertainable advantage to the City could result, 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, due to the proprietary nature of and unique features in Aurelian's software, compatibility with existing systems in the Communications Center, and the results of the quotes obtained by the Police Department, competitive bidding would be impractical or impossible and there is no obvious, ascertainable advantage from such bidding; 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 2.60.110(B) regarding exceptions to formal competitive bidding requirements and authorizes the City Manager to execute an agreement and all necessary supporting documents with Needl, Inc. dba Aurelian for automated virtual assistant software and services in a not-to-exceed amount of $135,000 for the Police Department.

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 30th day of June, 2026.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Heidi Skinner, City Attorney

Aurelian

#1 Voice AI for Public Safety
Seattle, WA
aurelian.com

June 15th, 2026

Chief Hernandez,

We understand that National City PD is considering a sole source procurement of Aurelian's non-emergency call automation software and we would like to provide the following information to assist in your justification.

Unique Suite of Features
Aurelian is purpose-built for public safety and offers a unique suite of complementary features to provide conversational & generative AI in a safe, secure, and productive manner. I wanted to highlight many that are unique to us:

- **Geolocation validation:** Only Aurelian can take caller-provided addresses, businesses (commonplace names), intersections, and roads and augment them with secondary questions, e.g., direction of travel, nearest mile marker, to find actionable locations (US Patent No.12,501,232).
- **Leverage agency specific GIS data:** Aurelian can use National City PD's GIS data to ensure we're using the correct geographic data to validate locations versus generic mapping data. Aurelain can select call routes based on shape files thus allowing calls to be handled uniquely based on the specific jurisdiction responsible for the location (patented).
- **Jurisdictional understanding:** Aurelian can leverage geo-validated locations to perform specific actions based on that location, e.g., qualifying callers for online reporting or routing callers to the correct agency (patented).
- **Jurisdictional interoperability:** National City PD often takes calls that are outside of its jurisdiction that should have gone to neighboring jurisdictions and vice versa. Aurelian is fully interoperable with itself across deployments. For callers, this means they may call the wrong PSAP but still get the support they need without being transferred. Instead, the action item is transferred to the correct jurisdiction's dashboard.
- **Mid-sentence emergency interruption:** Aurelian is the only AI call automation solution that will interrupt callers while they are in the middle of their sentence if they have an emergency situation. Every other system will wait until the caller is finished speaking to realize it is an emergency.
- **Proven results:** Aurelian is the only vendor that automates 60-80% of non-emergency calls at PSAPs.
- **Implementation timeline:** Aurelian is the only solution provider who can have National City PD live six to eight weeks from project kick-off.

- **Omnichannel support:** Beyond voice calls, callers can text directly into the AI agent or interact with it directly on your website via a web widget (chatbot) and online forms.
- **Managed Solution:** Only Aurelian provides a fully-managed service including implementation and ongoing system administration.
- **Experience is paramount:** Aurelian is the only provider who can provide references of PSAPs that have been live for over a year. Aurelian is also the only provider that has answered over 1 million non-emergency calls for PSAPs and has 30+ customers that are live.
- **API integration with Tyler Technologies CAD:** Aurelian supports integration with Tyler Technologies CAD through a direct API integration. Additionally, Aurelian's proprietary Robotic Process Automation (RPA) integration methodology provides continuity in the event that API access is unavailable or limited, ensuring reliable interoperability with the agency's CAD environment.
- **Dynamic handling of unclear requests:** Aurelian is able to handle requests beyond the understanding laid out in the SOPs by acting reactively and predictively to the needs of your team.
- **Hallucination detection and prevention module:** Aurelian has a proprietary hallucination detection & prevention module to ensure safe deployment of generative AI.
- **Racial discrimination monitoring:** Aurelian's models are constantly monitored and tested for any instances of potential racial discrimination.
- **Direct telecommunicator feedback & unified dashboard:** Aurelian is the only platform that allows telecommunicators full auditability into the actions of our AI and the ability to provide direct feedback to us to iteratively improve the system.
- **Automatic testing suite:** Aurelian offers a deeply integrated and robust automatic testing suite to ensure the proper handling and routing of calls.
- **Emergency operations mode:** Aurelian can be toggled into a separate, preconfigured state, to handle storms, fires, etc. that may traditionally overwhelm PSAPs.
- **Seamless handoff:** Aurelian can pass context from the AI Agent directly to a call-taker via our HUD (heads up display) that overlays the call-taker's CAD.
- **Azure Government Cloud availability:** Aurelian is the only non-emergency call automation vendor built on Azure Gov Cloud, enabling the usage of OpenAI's best in-class AI models in a secure and data-compliant fashion.

Product Exclusivity
The Aurelian software solution is exclusively designed, developed, and supported by Aurelian. Our company holds proprietary rights and licensing agreements that prevent any

other vendors from producing or distributing this solution. We are the sole authorized provider of software and this is a fully managed solution.

We appreciate you considering Aurelian to automate your non-emergency calls. We look forward to supporting your team and helping your 9-1-1 telecommunicators focus their time and energy on what they do best — handling actual emergencies.

Respectfully,



Anton Benbalit | Strategic Initiatives - West | Aurelian | anton@aurelian.com | 206.432.1524

AGENDA REPORT

Department: **Community Services**
Prepared by: **Mike Pacheco, Community Services Director**
Meeting Date: **Tuesday, June 30, 2026**
Approved by: **Douglas J. Schulze, City Manager**

SUBJECT:
Amendment to the Agreement Between the City of National City and the Boys and Girls Club of Greater San Diego, Inc.

RECOMMENDATION:
Adopt the Resolution Entitled: “Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute the Fourth Amendment to Lease By and Between the City of National City and the Boys and Girls Club of Greater San Diego, Inc.,” Thereby Consenting to a Sublease between the Boys and Girls Club and the Neighborhood House Association for the City-owned Land and Building Located at 1430 "D" Avenue in National City.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
In 2011, the City of National City and the Boys and Girls Club ("BAGC") entered into a 20-year lease agreement for use of the City-owned land and building located at 1430 "D" Avenue. The lease was established for the purposes of maintaining a clubhouse and promoting the physical, mental, and moral well-being of the youth of National City and its immediate vicinity. The BAGC pays one dollar per year for rent.

According to section six of the 20-year lease agreement with the City, any subletting requires the City's prior written consent. In 2014, the City Council authorized the Second Amendment, allowing the BAGC to sublet the City-owned property at 1430 "D" Avenue to Integrity Charter School and Episcopal Community Services to help offset operating costs. In 2017, the City Council authorized the Third Amendment, allowing a new sublease between BAGC and Integrity for a five-year term with a two-year extension option.

The proposed amendment would approve a new sublease between the BAGC and the Neighborhood House Association (NHA) to operate the National City Head Start Program for a three-year term. NHA has committed to providing Head Start enrollment preference to the children or families of BAGC Club Members to the maximum extent allowed by its federal grants. NHA's approved hours of operation will be Monday through Friday from 7:00 a.m. to 6:00 p.m., with occasional evening or weekend use allowed for parent and staff meetings.

FINANCIAL STATEMENT:
No fiscal impact.

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

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

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

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A - Agreement
Exhibit B - Resolution

FOURTH AMENDMENT TO LEASE
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
THE BOYS & GIRLS CLUBS OF GREATER SAN DIEGO, INC.

THIS FOURTH AMENDMENT TO THE LEASE is entered into by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and THE BOYS & GIRLS CLUB OF GREATER SAN DIEGO, INC., ("Fourth Amendment") is made as of this ____ day of ____, 2026 by and between the CITY OF NATIONAL CITY ("Lessor") and the BOYS & GIRLS CLUBS OF GREATER SAN DIEGO, a California nonprofit corporation ("Lessee" of the "Club").

RECITALS

WHEREAS, Lessor is the owner of certain real property located at 1430 "D" Avenue, National City, situated in San Diego County, State of California (the "Property"); and

WHEREAS, Lessor and Lessee executed a Lease on August 16, 2011 (the "Lease") that was amended by a First Amendment dated May 6, 2013 and a Second Amendment dated August 5, 2014; and

WHEREAS, the Second Amendment approved the sublease of the Leased Premises to Episcopal Community Services Head Start Program and Integrity Charter School, both of which are no longer subleasing the Lease Premises; and

WHEREAS, pursuant to Section 3 of the Lease, the Leased Premises was leased to the Club to operate a Boys & Girls Club, and to promote the physical, mental, and moral well-being of the boys and girls of the City of National City and territory adjacent thereto, and to provide such means of education, wholesome recreation and proper guidance as may seem most likely and desirable for the accomplishment of the purposes set forth in the Lease; and

WHEREAS, the Club now desires to sublease portions of the Leased Premises for use by a public Head Start Program contracted through Neighborhood House Association open to the children of National City, at times and/or in areas the Club is not using for Club purposes. The public Head Start Program extends services to pre-school age children in National City who are currently not being served by the Club; and

WHEREAS, Section 6 of the Lease permits subletting of the Leased Premises only with the prior written consent of the Lessor; and

WHEREAS, Lessor and Lessee now desire to clarify the terms and conditions of use of the Leased Premises and to modify the Lease so that the Head Start Program sublease referenced above can be entered into.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants of the respective parties hereto, it is mutually agreed as follows:

1. **Section 3**

Section 3 of the Lease shall be amended in the following ways:

3.2 will be replaced by the following:

The City hereby consents to Lessee's sublease (attached as Exhibit A) of a portion of the Premises for the operation of a public Head Start Program contracted through Neighborhood House Association conditioned upon the understanding and agreement of the Club that the sublessee's use is temporary, non-exclusive, operates at such times as the Club does not offer programming in certain areas of the Lease Premises and is consistent with and complementary to the primary purpose stated in Section 3 of the lease.

3.3 will be deleted and replaced by the following: "Reserved."

2. In all other regards, the Lease dated August 6, 2011, as amended by the First Amendment dated May 6, 2013 and the Second Amendment dated August 5, 2014, shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to the Lease on the date and year written below.

LESSOR: CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Heidi Skinner
City Attorney

Date: _____

LESEE: BOYS & GIRLS CLUBS OF GREATER SAN DIEGO, INC.

By: [redacted]
Michelle Malin
CEO & President

Date: 6/22/26

By: _____
(Name)
(Title)

Date: _____

RESOLUTION NO. 2026 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE THE FOURTH AMENDMENT TO LEASE BY AND BETWEEN THE CITY OF NATIONAL CITY AND THE BOYS & GIRLS CLUBS OF GREATER SAN DIEGO, INC.

WHEREAS, on August 16, 2011, City Council adopted Resolution 2011-183, to enter into a 20-year Lease Agreement with the Boys and Girls Club of Greater San Diego, Inc., ("BAGC") for the lease of the City-owned land and building located at 1430 "D" Avenue for the annual cost of $1 for the purpose of maintaining a clubhouse to promote the physical, mental, and moral well-being of the boys and girls within National City, and for boys and girls in the immediate vicinity; and

WHEREAS, in recognition of a $1,000,000 contribution from L. Robert Payne, BAGC requested approval from the City to rename the National City Branch of the Boys and Girls Club to the Bob Payne Family Branch; and

WHEREAS, on May 7, 2013, the City Council adopted Resolution No. 2013-62, entering into the First Amendment to the Lease Agreement approving the renaming of the National City Branch to the Bob Payne Family Branch and to allow for the exterior signage to be changed to reflect the new name, to wit: Boys & Girls Clubs Bob Payne Family Branch; and

WHEREAS, to assist the Boys and Girls Club with their operating costs, on August 5, 2014, the City Council adopted Resolution No. 2014-112 authorizing a Second Amendment to the Agreement consenting to a Sublease Agreement between the BAGC and Integrity Charter School ("Integrity"), and a second Sublease between the BAGC and Episcopal Community Services to allow subletting of the City-owned land and building located at 1430 "D" Avenue; and

WHEREAS, on October 3, 2017, the City Council adopted Resolution No. 2017-187 authorizing a Third Amendment to the agreement consenting to a sublease agreement between BAGC and Integrity for the City-owned land and building located at 1430 "D" Avenue for a term of five (5) years, with an option to extend for two (2) additional years, and a base rent of $6,000 per month that increases by two percent (2%) annually; and

WHEREAS, the Lessee now desires to sublease portions of the Leased Premises for use by a public Head Start Program contracted through the Neighborhood House Association to extend services to pre-school age children in National City at times and in areas where the Club is not offering active programming; and

WHEREAS, Section 6 of the Master Lease permits subletting of the Leased Premises only with the prior written consent of the City; and

WHEREAS, the City and Lessee now desire to enter into a Fourth Amendment to Lease to clarify the terms of use and formally consent to the new public Head Start Program sublease.

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 Fourth Amendment to Lease by and between the City of National City and the Boys & Girls Clubs of Greater San Diego, Inc., consenting to a temporary, non-exclusive sublease of a portion of the premises for a public Head Start Program contracted through the Neighborhood House Association.

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 30th day of June, 2026.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Heidi Skinner, City Attorney

AGENDA REPORT

Department: **Engineering & Public Works**
Prepared by: **Tirza Gonzales, Operations Manager**
Meeting Date: **Tuesday, June 30, 2026**
Approved by: **Douglas J. Schulze, City Manager**

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

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute 1) a Third Amendment to the Agreement with Neri Landscape Architecture to Extend the Agreement to December 31, 2026; 2) a Fourth Amendment to the Agreement with Randall Lamb Associates, Inc. to Extend the Agreement to December 31, 2026; 3) Fourth Amendments to the Agreements with A) D-Max Engineering, Inc. and B) Geosyntec Consultants, Inc. to Extend the Agreements to December 31, 2026 and Increase the Not-To-Exceed Amounts by $500,000 Each; 4) a Fifth Amendment to the Agreement with Innovative Construction Consultant Services, LLC to Extend the Agreement to December 31, 2026 and Increase the Not-To-Exceed Amount by $500,000; 5) a Fifth Amendment to the Agreement with STC Traffic, Inc. to Extend the Agreement to December 31, 2026 and Increase the Not-To-Exceed Amount by $500,000; and 6) Sixth Amendments to the Agreements with A) Chen Ryan Associates, Inc. and B) Project Professionals Corporation to Extend the Agreements to December 31, 2026 and Increase the Not-To-Exceed Amounts by $500,000 Each."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

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

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

Based on the strength of their SOQs, interviews and past performance, the City of National City entered into Agreements with several consultants to provide on-call support services for National City's Capital Improvement Program (CIP). The original Agreements were all for a not-to-exceed amount of $2,000,000 and a term of three years, with the option to extend for two one-year extensions.

A new RFQ for on-call support services was solicited in the Summer of 2025 and the Department received 63 SOQs from various firms by the September 17, 2025 deadline.

Staff is requesting to increase some of the not-to-exceed amounts and extend previously amended Agreements to December 31, 2026, to allow consultants to provide a continuation of services for the City's CIP, as well as to provide staff sufficient time to continue with the ongoing SOQ selection process.

Therefore, based on performance and quality of work of each consultant, expiring agreements, and to ensure timely completion of CIP projects, staff recommends execution of the following amendments:

1. A Third Amendment to extend the term of the Agreement to December 31, 2026, for the below listed consultant:

   Neri Landscape Architecture: Project support services for CIP including, but not limited to, landscape architecture (including urban planning and design)

2. A Fourth Amendment to extend the term of the Agreement to December 31, 2026, for the below listed consultant:

   Randall Lamb Associates, Inc.: Project support services for CIP including, but not limited to, mechanical engineering

3. Fourth Amendments to increase the not-to-exceed amounts by $500,000 and extend the term of the Agreements to December 31, 2026, for the below listed consultants:

   D-MAX Engineering, Inc.: Project support services for CIP including, but not limited to, environmental compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety

   Geosyntec Consultants, Inc.: Project support services for CIP including, but not limited to, environmental Compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety

4. A Fifth Amendment to increase the not-to-exceed amount by $500,000 and extend the term of the Agreement to December 31, 2026, for the below listed consultant:

   Innovative Construction Consulting Services, LLC: Project support services for CIP including, but not limited to, project management, engineering construction management, inspection and certified payroll, plan reviews, constructability reviews, community outreach and communication.

5. A Fifth Amendment to increase the not-to-exceed amount by $500,000 and extend the term of the Agreement to December 31, 2026, for the below listed consultant:

   STC Traffic, Inc.: Project support services for CIP including, but not limited to, project management; traffic engineering; transportation planning; traffic signal communications infrastructure and systems integration; plan reviews;

6. Sixth Amendments to increase the not-to-exceed amounts by $500,000 and extend the term of the Agreements to December 31, 2026, for the below listed consultants:

Chen Ryan Associates, Inc.: Project support services for CIP including, but not limited to, project management, civil engineering; traffic engineering; transportation planning; plan reviews; constructability reviews; long range planning for multiple disciplines; grants management; and community and communications

Project Professionals Corporation: Project support services for CIP including, but not limited to, project management, engineering construction management, inspection and certified payroll, plan reviews, constructability reviews, community outreach and communications.

Staff is recommending adopting the Resolution as stated.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

FINANCIAL STATEMENT:
Funding appropriated through CIP process. No additional appropriations are being requested.

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 – Amendments
Exhibit B – Resolution

THIRD AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND NERI LANDSCAPE ARCHITECTURE

THIS THIRD AMENDMENT TO THE AGREEMENT is entered into this 30th day of June, 2026, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and NERI LANDSCAPE ARCHITECTURE, a California corporation (the "CONSULTANT").

RECITALS

WHEREAS, the City Council adopted Resolution No. 2021-119 approving an agreement (the "Agreement") with the CONSULTANT for the term of September 7, 2021 through September 6, 2024, wherein the CONSULTANT agreed to provide on-call project support services for the CITY's Capital Improvement Program ("CIP") including, but not limited to, landscape architecture (including urban planning and design), for a not-to-exceed amount of $2,000,000, and an initial term of three (3) years, with the option to extend this term for up to two (2) one-year extensions; and

WHEREAS, the City Council adopted Resolution No. 2024-125 approving the First Amendment to the Agreement, exercising the first of two (2) extensions extending the Agreement by one (1) year to September 6, 2025; and

WHEREAS, the City Council adopted Resolution No. 2025-167 approving the Second Amendment to the Agreement, exercising the second of two (2) extensions extending the Agreement by one (1) year to September 6, 2026; and

WHEREAS, the CITY advertised a new Request for Qualifications ("RFQ") for on-call project support services for the CITY's CIP but, in order to allow sufficient time to evaluate the RFQ, and to ensure continuation of services for the CITY's CIP in the interim, the CITY desires to further extend the Agreement to December 31, 2026; and

WHEREAS, based on the CONSULTANT's performance and quality of work, expiring agreement and to ensure timely completion of CIP projects, the CITY desires to have the CONSULTANT continue providing such services, and the CONSULTANT is willing to perform such services; and

WHEREAS, the parties desire to amend the Agreement to extend the term of the Agreement to December 31, 2026.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The September 7, 2021 Agreement, as previously amended by the First and Second Amendments, is hereby amended to extend the term of the Agreement to December 31, 2026.

2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the September 7, 2021 Agreement, as amended by the First and Second Amendments, shall remain in full force and effect.

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

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

APPROVED AS TO FORM:

By: _____
Heidi Skinner,
City Attorney

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

By: _____
(Name)

_____
(Print)

_____
(Title)

By: _____
(Name)

_____
(Print)

_____
(Title)

FOURTH AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND RANDALL LAMB ASSOCIATES, INC.

THIS FOURTH AMENDMENT TO THE AGREEMENT is entered into this 30th day of June, 2026, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and RANDALL LAMB ASSOCIATES, INC., a corporation (the "CONSULTANT").

RECITALS

WHEREAS, the City Council adopted Resolution No. 2020-176 approving an agreement (the "Agreement") with the CONSULTANT for the term of September 15, 2020 through September 14, 2023, wherein the CONSULTANT agreed to provide on-call project support services for the CITY's Capital Improvement Program ("CIP") including, but not limited to, mechanical engineering, for a not-to-exceed amount of $2,000,000, and an initial term of three (3) years, with the option to extend this term for up to two (2) one-year extensions; and

WHEREAS, the City Council adopted Resolution No. 2023-86 approving the First Amendment to the Agreement, exercising the first of two (2) extensions extending the Agreement by one (1) year to September 14, 2024; and

WHEREAS, the City Council adopted Resolution No. 2024-108 approving the Second Amendment to the Agreement, exercising the second of two (2) extensions extending the Agreement by one (1) year to September 14, 2025; and

WHEREAS, the City Council adopted Resolution No. 2025-167 approving the Third Amendment to the Agreement, extending the Agreement by one (1) year to September 14, 2026; and

WHEREAS, the CITY advertised a new Request for Qualifications ("RFQ") for on-call project support services for the CITY's CIP but, in order to allow sufficient time to evaluate the RFQ, and to ensure continuation of services for the CITY's CIP in the interim, the CITY desires to further extend the Agreement to December 31, 2026; and

WHEREAS, based on the CONSULTANT's performance and quality of work, expiring agreement and to ensure timely completion of CIP projects, the CITY desires to have the CONSULTANT continue providing such services, and the CONSULTANT is willing to perform such services; and

WHEREAS, the parties desire to amend the Agreement to extend the term of the Agreement to December 31, 2026.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The September 15, 2020 Agreement, as previously amended by the First, Second and Third Amendments, is hereby amended to extend the term of the Agreement to December 31, 2026.

2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the September 15, 2020 Agreement, as amended by the First, Second, and Third Amendments, shall remain in full force and effect.

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

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

APPROVED AS TO FORM:

By: _____
Heidi Skinner,
City Attorney

RANDALL LAMB ASSOCIATES, INC.
(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)

By: _____
(Name)

_____
(Print)

_____
(Title)

By: _____
(Name)

_____
(Print)

_____
(Title)

FOURTH AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND D-MAX ENGINEERING, INC.

THIS FOURTH AMENDMENT TO THE AGREEMENT is entered into this 30th day of June, 2026, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and D-MAX ENGINEERING, INC., a corporation (the "CONSULTANT").

RECITALS

WHEREAS, the City Council adopted Resolution No. 2020-175 approving an agreement (the "Agreement") with the CONSULTANT for the term of September 15, 2020 through September 14, 2023, wherein the CONSULTANT agreed to provide on-call project support services for the CITY's Capital Improvement Program ("CIP") including, but not limited to, environmental compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety) for a not-to-exceed amount of $2,000,000, and an initial term of three (3) years, with the option to extend this term for up to two (2) one-year extensions; and

WHEREAS, the City Council adopted Resolution No. 2023-86 approving the First Amendment to the Agreement, exercising the first of two (2) extensions extending the Agreement by one (1) year to September 14, 2024; and

WHEREAS, the City Council adopted Resolution No. 2024-108 approving the Second Amendment to the Agreement, exercising the second of two (2) extensions extending the Agreement by one (1) year to September 14, 2025; and

WHEREAS, the City Council adopted Resolution No. 2025-167 approving the Third Amendment to the Agreement, extending the Agreement by one (1) year to September 14, 2026; and

WHEREAS, the CITY advertised a new Request for Qualifications ("RFQ") for on-call project support services for the CITY's CIP but, in order to allow sufficient time to evaluate the RFQ, and to ensure continuation of services for the CITY's CIP in the interim, the CITY desires to further extend the Agreement to December 31, 2026; and

WHEREAS, based on the CONSULTANT's performance and quality of work, expiring agreement and to ensure timely completion of CIP projects, the CITY desires to have the CONSULTANT continue providing such services, and the CONSULTANT is willing to perform such services; and

WHEREAS, the parties desire to amend the Agreement to extend the term of the Agreement to December 31, 2026, and to increase the not-to-exceed amount by $500,000, for a total not-to-exceed amount of $2,500,000.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The September 15, 2020 Agreement, as previously amended by the First, Second, and Third Amendments, is hereby amended to extend the term of the Agreement to December 31, 2026.

2. The September 15, 2020 Agreement, as previously amended by the First, Second, and Third Amendments, is hereby amended to increase the not-to-exceed amount by $500,000, for a total not-to-exceed amount of $2,500,000.

3. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the September 15, 2020 Agreement, as amended by the First, Second, and Third Amendments, shall remain in full force and effect.

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

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

APPROVED AS TO FORM:

By: _____
Heid Skinner,
City Attorney

D-MAX ENGINEERING, INC.
(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)

By: _____
(Name)

_____
(Print)

_____
(Title)

By: _____
(Name)

_____
(Print)

_____
(Title)

FOURTH AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND GEOSYNTEC CONSULTANTS, INC.

THIS FOURTH AMENDMENT TO THE AGREEMENT is entered into this 30th day of June, 2026, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and GEOSYNTEC CONSULTANTS, INC., a corporation (the "CONSULTANT").

RECITALS

WHEREAS, the City Council adopted Resolution No. 2020-173 approving an agreement (the "Agreement") with the CONSULTANT for the term of September 15, 2020 through September 14, 2023, wherein the CONSULTANT agreed to provide on-call project support services for the CITY's Capital Improvement Program ("CIP") including, but not limited to, environmental compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety) for a not-to-exceed amount of $2,000,000, and an initial term of three (3) years, with the option to extend this term for up to two (2) one-year extensions; and

WHEREAS, the City Council adopted Resolution No. 2023-86 approving the First Amendment to the Agreement, exercising the first of two (2) extensions extending the Agreement by one (1) year to September 14, 2024; and

WHEREAS, the City Council adopted Resolution No. 2024-108 approving the Second Amendment to the Agreement, exercising the second of two (2) extensions extending the Agreement by one (1) year to September 14, 2025; and

WHEREAS, the City Council adopted Resolution No. 2025-167 approving the Third Amendment to the Agreement, extending the Agreement by one (1) year to September 14, 2026; and

WHEREAS, the CITY advertised a new Request for Qualifications ("RFQ") for on-call project support services for the CITY's CIP but, in order to allow sufficient time to evaluate the RFQ, and to ensure continuation of services for the CITY's CIP in the interim, the CITY desires to further extend the Agreement to December 31, 2026; and

WHEREAS, based on the CONSULTANT's performance and quality of work, expiring agreement and to ensure timely completion of CIP projects, the CITY desires to have the CONSULTANT continue providing such services, and the CONSULTANT is willing to perform such services; and

WHEREAS, the parties desire to amend the Agreement to extend the term of the Agreement to December 31, 2026, and to increase the not-to-exceed Agreement amount by $500,000, for a total not-to-exceed amount of $2,500,000.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The September 15, 2020 Agreement, as previously amended by the First, Second, and Third Amendments, is hereby amended to extend the term of the Agreement to December 31, 2026.

2. The September 15, 2020 Agreement, as previously amended by the First, Second, and Third Amendments, is hereby amended to increase the not-to-exceed amount by $500,000, for a total not-to-exceed amount of $2,500,000.

3. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the September 15, 2020 Agreement, as amended by the First, Second, and Third Amendments, shall remain in full force and effect.

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

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

APPROVED AS TO FORM:

By: _____
Heidi Skinner,
City Attorney

GEOSYNTEC CONSULTANTS, INC.
(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)

By: _____
(Name)

_____
(Print)

_____
(Title)

By: _____
(Name)

_____
(Print)

_____
(Title)

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

THIS FIFTH AMENDMENT TO THE AGREEMENT is entered into this 30th day of June, 2026, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and INNOVATIVE CONSTRUCTION CONSULTING SERVICES, LLC, a limited liability company (the "CONSULTANT").

RECITALS

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

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

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

WHEREAS, the City Council adopted Resolution No. 2024-157 approving the Third Amendment to the Agreement, increasing the $4,000,000 not-to-exceed amount by $1,000,000 for a total not-to-exceed amount of $5,000,000, and extending the Agreement by one (1) year to November 4, 2025; and

WHEREAS, the City Council adopted Resolution No. 2025-167 approving the Fourth Amendment to the Agreement, extending the Agreement by one (1) year to November 4, 2026; and

WHEREAS, the CITY advertised a new Request for Qualifications ("RFQ") for on-call project support services for the CITY's CIP but, in order to allow sufficient time to

evaluate the RFQ, and to ensure continuation of services for the CITY's CIP in the interim, the CITY desires to further extend the Agreement to December 31, 2026; and

WHEREAS, based on the CONSULTANT's performance and quality of work, expiring agreement and to ensure timely completion of CIP projects, the CITY desires to have the CONSULTANT continue providing such services, and the CONSULTANT is willing to perform such services; and

WHEREAS, the parties desire to amend the Agreement to extend the term of the Agreement to December 31, 2026, and to increase the not-to-exceed Agreement amount by $500,000, for a total not-to-exceed amount of $5,500,000.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The November 5, 2019 Agreement, as previously amended by the First, Second, Third, and Fourth Amendments, is hereby amended to extend the term of the Agreement to December 31, 2026.

2. The November 5, 2019 Agreement, as previously amended by the First, Second, Third, and Fourth Amendments, is hereby amended to increase the not-to-exceed amount by $500,000, for a total not-to-exceed amount of $5,500,000.

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

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

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

APPROVED AS TO FORM:

By: _____
Heidi Skinner,
City Attorney

INNOVATIVE CONSTRUCTION CONSULTING SERVICES, LLC
(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)

By: _____
(Name)

_____
(Print)

_____
(Title)

By: _____
(Name)

_____
(Print)

_____
(Title)

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

THIS FIFTH AMENDMENT TO THE AGREEMENT is entered into this 30th day of June, 2026, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and STC TRAFFIC, INC., a California corporation (the "CONSULTANT").

RECITALS

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

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

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

WHEREAS, the City Council adopted Resolution No. 2024-157 approving the Third Amendment to the Agreement, extending the Agreement by one (1) year to November 18, 2025; and

WHEREAS, the City Council adopted Resolution No. 2026-02 approving the Fourth Amendment to the Agreement, extending the Agreement by one (1) year to November 18, 2026; and

WHEREAS, the CITY advertised a new Request for Qualifications ("RFQ") for on-call project support services for the CITY's CIP but, in order to allow sufficient time to

evaluate the RFQ, and to ensure continuation of services for the CITY's CIP in the interim, the CITY desires to further extend the Agreement to December 31, 2026; and

WHEREAS, based on the CONSULTANT's performance and quality of work, expiring agreement and to ensure timely completion of CIP projects, the CITY desires to have the CONSULTANT continue providing such services, and the CONSULTANT is willing to perform such services; and

WHEREAS, the parties desire to amend the Agreement to extend the term of the Agreement to December 31, 2026, and to increase the not-to-exceed Agreement amount by $500,000, for a total not-to-exceed amount of $4,500,000.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The November 19, 2019 Agreement, as previously amended by the First, Second, Third, and Fourth Amendments, is hereby amended to extend the term of the Agreement to December 31, 2026.

2. The November 19, 2019 Agreement, as previously amended by the First, Second, Third, and Fourth Amendments, is hereby amended to increase the not-to-exceed amount by $500,000, for a total not-to-exceed amount of $4,500,000.

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

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

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

APPROVED AS TO FORM:

By:
_____
Heidi Skinner,
City Attorney

STC TRAFFIC, INC.
(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)

By: _____
(Name)

_____
(Print)

_____
(Title)

By: _____
(Name)

_____
(Print)

_____
(Title)

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

THIS SIXTH AMENDMENT TO THE AGREEMENT is entered into this 30th day of June, 2026, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and CHEN RYAN ASSOCIATES, INC., a California corporation (the "CONSULTANT").

RECITALS

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

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

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

WHEREAS, the City Council adopted Resolution No. 2023-145 approving the Third Amendment to the Agreement, increasing the $4,000,000 not-to-exceed amount by $1,000,000 for a total not-to-exceed amount of $5,000,000, and exercising the second of two (2) extensions extending the Agreement by one (1) year to November 18, 2024; and

WHEREAS, the City Council adopted Resolution No. 2024-157 approving the Fourth Amendment to the Agreement, increasing the $5,000,000 not-to-exceed amount by $1,000,000 for a total not-to-exceed amount of $6,000,000 and extending the Agreement by one (1) year to November 18, 2025; and

WHEREAS, the City Council adopted Resolution No. 2026-02 approving the Fifth Amendment to the Agreement, extending the Agreement to November 18, 2026; and

WHEREAS, the CITY advertised a new Request for Qualifications ("RFQ") for on-call project support services for the CITY's CIP but, in order to allow sufficient time to evaluate the RFQ, and to ensure continuation of services for the CITY's CIP in the interim, the CITY desires to further extend the Agreement to December 31, 2026; and

WHEREAS, based on the CONSULTANT's performance and quality of work, expiring agreement and to ensure timely completion of CIP projects, the CITY desires to have the CONSULTANT continue providing such services, and the CONSULTANT is willing to perform such services; and

WHEREAS, the parties desire to amend the Agreement to extend the term of the Agreement to December 31, 2026, and to increase the not-to-exceed Agreement amount by $500,000, for a total not-to-exceed amount of $6,500,000.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The November 19, 2019 Agreement, as previously amended by the First, Second, Third, Fourth, and Fifth Amendments, is hereby amended to extend the term of the Agreement to December 31, 2026.

2. The November 19, 2019 Agreement, as previously amended by the First, Second, Third, Fourth, and Fifth Amendments, is hereby amended to increase the not-to-exceed amount by $500,000, for a total not-to-exceed amount of $6,500,000.

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

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

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

APPROVED AS TO FORM:

By:

_____
Heidi Skinner,
City Attorney

CHEN RYAN ASSOCIATES, INC.
(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)

By: _____
(Name)

_____
(Print)

_____
(Title)

By: _____
(Name)

_____
(Print)

_____
(Title)

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

THIS SIXTH AMENDMENT TO THE AGREEMENT is entered into this 30th day of June, 2026, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and PROJECT PROFESSIONALS CORPORATION, a California corporation (the "CONSULTANT").

RECITALS

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

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

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

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

WHEREAS, the City Council adopted Resolution No. 2024-157 approving the Fourth Amendment to the Agreement, increasing the $5,000,000 not-to-exceed amount by $1,000,000 for a total not-to-exceed amount of $6,000,000; and

WHEREAS, the City Council adopted Resolution No. 2025-167 approving the Fifth Amendment to the Agreement, extending the Agreement by one (1) year to November 4, 2026; and

WHEREAS, the CITY advertised a new Request for Qualifications ("RFQ") for on-call project support services for the CITY's CIP but, in order to allow sufficient time to evaluate the RFQ, and to ensure continuation of services for the CITY's CIP in the interim, the CITY desires to further extend the Agreement to December 31, 2026; and

WHEREAS, based on the CONSULTANT's performance and quality of work, expiring agreement and to ensure timely completion of CIP projects, the CITY desires to have the CONSULTANT continue providing such services, and the CONSULTANT is willing to perform such services; and

WHEREAS, the parties desire to amend the Agreement to extend the term of the Agreement to December 31, 2026, and to increase the not-to-exceed Agreement amount by $500,000, for a total not-to-exceed amount of $6,500,000.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The November 5, 2019 Agreement, as previously amended by the First, Second, Third, Fourth, and Fifth Amendments, is hereby amended to extend the term of the Agreement to December 31, 2026.

2. The November 5, 2019 Agreement, as previously amended by the First, Second, Third, Fourth, and Fifth Amendments, is hereby amended to increase the not-to-exceed amount by $500,000, for a total-not-exceed amount of $6,500,000.

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

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

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

APPROVED AS TO FORM:

By: _____
Heidi Skinner,
City Attorney

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

By: _____
(Name)

_____
(Print)

_____
(Title)

By: _____
(Name)

_____
(Print)

_____
(Title)

RESOLUTION NO. 2026 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE 1) A THIRD AMENDMENT TO THE AGREEMENT WITH NERI LANDSCAPE ARCHITECTURE TO EXTEND THE AGREEMENT TO DECEMBER 31, 2026; 2) A FOURTH AMENDMENT TO THE AGREEMENT WITH RANDALL LAMB ASSOCIATES, INC. TO EXTEND THE AGREEMENT TO DECEMBER 31, 2026; 3) FOURTH AMENDMENTS TO THE AGREEMENTS WITH A) D-MAX ENGINEERING, INC. AND B) GEOSYNTEC CONSULTANTS, INC. TO EXTEND THE AGREEMENTS TO DECEMBER 31, 2026 AND INCREASE THE NOT-TO-EXCEED AMOUNTS BY $500,000 EACH; 4) A FIFTH AMENDMENT TO THE AGREEMENT WITH INNOVATIVE CONSTRUCTION CONSULTANT SERVICES, LLC TO EXTEND THE AGREEMENT TO DECEMBER 31, 2026 AND INCREASE THE NOT-TO-EXCEED AMOUNT BY $500,000; 5) A FIFTH AMENDMENT TO THE AGREEMENT WITH STC TRAFFIC, INC. TO EXTEND THE AGREEMENT TO DECEMBER 31, 2026 AND INCREASE THE NOT-TO-EXCEED AMOUNT BY $500,000; AND 6) SIXTH AMENDMENTS TO THE AGREEMENTS WITH A) CHEN RYAN ASSOCIATES, INC. AND B) PROJECT PROFESSIONALS CORPORATION TO EXTEND THE AGREEMENTS TO DECEMBER 31, 2026 AND INCREASE THE NOT-TO-EXCEED AMOUNTS BY $500,000 EACH.

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

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

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

WHEREAS, a new RFQ was solicited in the summer of 2025 and closed at the end of September 2025, but is still under evaluation by staff and, to ensure continuation of services for the City's CIP in the interim, the City desires to further extend the agreements to December 31, 2026 and to increase the not-to-exceed amounts for some of the agreements by $500,000; and

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

1. A Third Amendment to extend the agreement to December 31, 2026 for the below listed consultant:

   Neri Landscape Architecture: Project support services for CIP including, but not limited to, landscape architecture (including urban planning and design).

   Original Agreement Reso No. 2021-119 on September 7, 2021
   First Amendment Reso No. 2024-125 on October 15, 2024
   Second Amendment Reso No. 2025-167 on December 2, 2025

2. A Fourth Amendment to extend the agreement to December 31, 2026 for the below listed consultant:

   Randall Lamb Associates, Inc.: Project support services for CIP including, but not limited to, mechanical engineering.

   Original Agreement Reso No. 2020-176 on September 15, 2020
   First Amendment Reso No. 2023-86 on June 20, 2023
   Second Amendment Reso No. 2024-108 on September 17, 2024
   Third Amendment Reso No. 2025-167 on December 2, 2025

3. Fourth Amendments to extend the agreements to December 31, 2026 and increase the not-to-exceed amounts by $500,000 each, for total not-to-exceed amounts of $2,500,000 each, for the below listed consultants:

   D-MAX Engineering, Inc.: Project support services for CIP including, but not limited to, environmental compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety).

   Original Agreement Reso No. 2020 - 175 on September 15, 2020
   First Amendment Reso No. 2023-86 on June 20, 2023
   Second Amendment Reso No. 2024-108 on September 17, 2024
   Third Amendment Reso No. 2025-167 on December 2, 2025

   Geosyntec Consultants, Inc.: Project support services for CIP including, but not limited to, environmental compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety).

   Original Agreement Reso No. 2020-173 on September 15, 2020
   First Amendment Reso No. 2023-86 on June 20, 2023
   Second Amendment Reso No. 2024-108 on September 17, 2024
   Third Amendment Reso No. 2025-167 on December 2, 2025

4. A Fifth Amendment to extend the agreement to December 31, 2026 and increase the not-to-exceed amount by $500,000, for a total not-to-exceed amount of $5,500,000, for the below listed consultant:

   Innovative Construction Consulting Services, LLC: Project support services for CIP including, but not limited to, project management, engineering construction management, inspection and certified payroll, plan reviews, constructability reviews, community outreach and communication.

   Original Agreement Reso No. 2019-151 on November 5, 2019
   First Amendment Reso No. 2022-172 on November 1, 2022
   Second Amendment Reso No. 2023-145 on October 17, 2023
   Third Amendment Reso No. 2024-157 on December 3, 2024
   Fourth Amendment Reso. No. 2025-167 on December 2, 2025

5. A Fifth Amendment to extend the agreement to December 31, 2026 and increase the not-to-exceed amount by $500,000, for a total not-to-exceed amount of $4,500,000, for the below listed consultant:

   STC Traffic, Inc.: Project support services for CIP including, but not limited to, project management; traffic engineering; transportation planning; traffic signal communications infrastructure and systems integration; plan reviews; constructability reviews; construction support; grants management; community outreach and communications.

   Original Agreement Reso No. 2019-164 on November 17, 2019
   First Amendment Reso No. 2022-172 on November 1, 2022
   Second Amendment Reso No. 2023-145 on October 17, 2023
   Third Amendment Reso No. 2024-157 on December 3, 2024
   Fourth Amendment Reso No. 2026-02 on January 20, 2026

6. Sixth Amendments to extend the agreements to December 31, 2026 and increase the not-to-exceed amounts by $500,000 each, for total not-to-exceed amounts of $6,500,000 each, for the below listed consultants:

   Chen Ryan Associates, Inc.: Project support services for CIP including, but not limited to, project management, civil engineering; traffic engineering; transportation planning; plan reviews; constructability reviews; long range planning for multiple disciplines; grants management; and community outreach and communications.

   Original Agreement Reso 2019-163 on November 17, 2019
   First Amendment Reso 2021-122 on September 7, 2021
   Second Amendment Reso 2022-172 on November 1, 2022
   Third Amendment Reso 2023-145 on October 17, 2023
   Fourth Amendment Reso 2024-157 on December 3, 2024

Fifth Amendment Reso. No. 2026-02 on January 20, 2026

Project Professionals Corporation: Project support services for CIP including, but not limited to, project management, engineering construction management, inspection and certified payroll, plan reviews, constructability reviews, community outreach and communications.

Original Agreement Reso No. 2019-152 on November 5, 2019
First Amendment Reso No. 2021-121 on September 7, 2021
Second Amendment Reso No. 2022-172 on November 1, 2022
Third Amendment Reso No. 2023-145 on October 17, 2023
Fourth Amendment Reso No. 2024-157 on December 3, 2024
Fifth Amendment Reso. No. 2025-167 on December 2, 2025

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

Section 1: That the City Council hereby authorizes the Mayor to execute 1) a Third Amendment to the agreement with Neri Landscape Architecture to extend the Agreement to December 31, 2026; 2) a Fourth Amendment to the agreement with Randall Lamb Associates, Inc. to extend the agreement to December 31, 2026; 3) Fourth Amendments to the agreements with a) D-Max Engineering, Inc. and b) Geosyntec Consultants, Inc. to extend the agreements to December 31, 2026 and increase the not-to-exceed amounts by $500,000 each; 4) a Fifth Amendment to the agreement with Innovative Construction Consultant Services, LLC to extend the agreement to December 31, 2026 and increase the not-to-exceed amount by $500,000; 5) a Fifth Amendment to the agreement with STC Traffic, Inc. to extend the agreement to December 31, 2026 and increase the not-to-exceed amount by $500,000; and 6) Sixth Amendments to the agreements with a) Project Professionals Corporation and b) Chen Ryan Associates, Inc. to extend the agreements to December 31, 2026 and increase the not-to-exceed amounts by $500,000 each.

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

PASSED and ADOPTED this 30th day of June 2026.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____

Heidi Skinner, City Attorney

AGENDA REPORT

Department: **Community Development**
Prepared by: **Angelita Palma, Community Development Manager**
Meeting Date: **Tuesday, June 30, 2026**
Approved by: **Douglas J. Schulze, City Manager**

SUBJECT:
First Amendment to the Keyser Marston Associates Agreement to Evaluate the Own NC Homeownership Request for Proposals by Developers for City-Owned Properties

RECOMMENDATION:
Adopt the Resolution Entitled, "Resolution of the Board of Directors of the Community Development Commission-Housing Authority (CDC-HA) of the City of National City, California, Authorizing the Executive Director or Designee to Execute the First Amendment to the January 21, 2025 Agreement with Keyser Marston Associates, Inc., to Extend the Agreement by One Year and Increase the Compensation Amount by $20,000 to Continue the Evaluation of Proposals Received for Homeownership Opportunities on City-Owned Properties."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
1. February 21, 2023, City Council Meeting Revisions to Policy 901
2. City Council Resolution 2023-139, Management of Real Property Policy 901 Amendment
3. CDC-HA Resolution 2023-111, SANDAG HAP 2.0 grant application for "Own National City"
4. CDC-HA Resolution 2024-89, Local Preference Policy Amendment
5. CDC-HA Resolution 2024-93, RFQ for On-Call Housing Consulting Services
6. CDC-HA Resolution 2024-94, Authorization to use HAP 2.0 grant funds for Own National City
7. CDC-HA Resolution 2025-95, RFP Agreement for City-Owned Properties for Homeownership
8. March 18, 2025, City Council Special Workshop: Homeownership on City-Owned Properties and Homeownership Study Preliminary Findings
9. City Council Resolution 2026-37: DTSC to oversee the investigation and/or remediation of any potential hazardous substances at 921-929 National City Blvd and 1028 A Avenue.
10. May 29, 2026, Special City Council: Own National City Homeownership RFP Proposal Recommendations

EXPLANATION:

Background
The Community Development Commission-Housing Authority of the City of National City ("CDC-HA") seeks to increase homeownership opportunities for National City residents as a tool for pursuing fair housing and equal access to housing.

On January 21, 2025, the CDC-HA and Keyser Marston Associates Inc. ("KMA") entered into an Agreement for a not-to-exceed amount of $89,000 with KMA to draft, solicit, and evaluate a request for qualifications/proposals ("RFQ/P") for City-owned properties to create for-sale homeownership opportunities.

At the recent Special City Council meeting held on May 29, 2026, staff presented recommendations for development proposals received through the six City-owned properties RFP. Following the presentation and public comment, the City Council requested staff to gather and analyze additional information from the development teams. Staff will work on this and anticipate returning to City Council for further consideration at the second meeting in August.

Staff recommends the CDC-HA amend the Agreement (Exhibit "A") by $20,000 for a not-to-exceed amount of $109,000 for KMA to conduct supplemental feasibility analyses and attend additional meetings as necessary.

FINANCIAL STATEMENT:
If approved, total compensation under the Agreement will increase from a not-to-exceed amount $89,000 to a not-to-exceed amount of $109,000. Appropriations are available for the additional cost of $20,000 in the Low- and Moderate-Income Housing Asset Fund in expenditure account 532-50-51-51503-7299- Contract Services.

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 in advance of the Regular Meeting date and time and 24 hours in advance of a Special Meeting in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – First Amendment
Exhibit B – Agreement
Exhibit C - Resolution

AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY
AND
KEYSER MARSTON ASSOCIATES, INC. (KMA)

THIS FIRST AMEDNMENT TO THE AGREEMENT is entered into this ___ of _____, 2026 by and between the COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE COMMUNITY DEVELOPMENT, a municipal corporation ("CDC-HA"), and KEYSER MARSTON ASSOCIATES, INC. (KMA), a California corporation ("CONSULTANT").

R E C I T A L S

WHEREAS, the CDC-HA and the CONSULTANT entered into an Agreement on January 21, 2025 ("Agreement"), wherein the CONSULTANT agreed to provide consulting services related to drafting, soliciting, and evaluating an RFP/Q for City-owned properties to create for-sale homeownership opportunities, for a not-to-exceed amount of $89,000, and an initial term through June 30, 2026, with the option to extend this term for up to three (3) one-year extensions; and

WHEREAS, the parties desire to amend the Agreement by exercising the first of the three (3) one year options to extend the term of the Agreement to June 30, 2027; and

WHEREAS, the parties desire to extend the scope of services to continue the evaluation of proposals, including supplemental feasibility analyses and additional meetings; and

WHEREAS, the parties desire to amend the Agreement to cover the cost of providing the increased scope of services from the amount of $89,000 to the not-to-exceed amount by $20,000, for a total not-to-exceed amount of $109,000.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The January 21, 2025 Agreement in exercise of the option provision, is hereby amended to extend the term of the Agreement by one (1) year to June 30, 2027.

2. Exhibit "A" of the January 21, 2025 Agreement is hereby amended to expand the scope of services as set forth in the June 22, 2026 letter, attached as Attachment 1.

3. The January 21, 2025 Agreement is hereby amended to cover the cost of the increased scope of services from the original contract amount of $89,000 to the not-to-exceed amount by $20,000, for a total not-to-exceed amount of $109,000.

4. The parties further agree that, with the foregoing exceptions, every other term and provision of the January 21, 2025 Agreement shall remain the same and in full force and effect.

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

COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY

By: _____
Douglas J. Schulze,
Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Heidi Skinner,
City Attorney

Date: _____

KEYSER MARSTON ASSOCIATES, INC
(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)

By: [redacted]
Paul C. Marra
Vice President, Managing Principal

Date: 06-24-26

By: [redacted]
Linnie A. Gavino
Senior Principal

Date: 06-24-26

Attachment No. 1

June 22, 2026

City of National City Housing Authority
Attn: Angelita Palma, Community Development Manager
140 E 12th Street, Suite B
National City, CA 91950

Subject: OWN NC RFP - Request for Budget Amendment

Dear Ms. Palma:

Keyser Marston Associates, Inc. (KMA) requests a budget modification to the Agreement by and between the Community Development Commission-Housing Authority of the City of National City (CDC-HA) and KMA effective January 21, 2025. KMA has been assisting the CDC-HA with the developer solicitation and evaluation of development proposals on six (6) City-owned properties (Properties). As part of this effort, tasks completed to date have included:

- Preparation of a developer Request for Proposals (RFP) for the development of the Properties, released on March 19, 2025
- Evaluation of development proposals and financial pro formas, received on June 6, 2025
- Review of developer financial statements and qualifications
- Modelling of financial pro formas for each development proposal itemizing: acquisition, development costs, affordable sales prices, and proposed investment by the CDC-HA
- Preparation of a presentation package summarizing the KMA findings and accompanied by our supporting technical analyses
- Attendance at the City Council meeting on May 29, 2026 to present the KMA findings and respond to comments from Council members

The work completed to date has exhausted the budget limit of $89,000. In order to continue to assist the CDC-HA, KMA requests a budget increase of $20,000. This budget increase will allow KMA to continue to move the project forward and undertake the following tasks:

- Participate in one (1) virtual meeting with CDC-HA staff to review goals, timeline, and other background information
- Review of an updated financial pro forma from Otumba LLC/San Andres Real Estate Group (Developer) for Site 4 (A Avenue Lot) to include development planned on two (2) additional parcels (APN 556-553-15-00 and APN 556-553-14-00) owned by the Developer

- Model the Developer's updated pro forma, itemizing acquisition costs, development costs (direct, indirect, and financing), affordable sales prices, and proposed sources of financing
- If needed, submit one (1) data request to the Developer in order to obtain missing information or clarification
- Evaluate up to one (1) subsequent development/pro forma alternative pertaining to project description, costs, income, and/or overall financing plan
- Document our findings in a presentation to City staff, accompanied by supporting technical analyses.
- Participate in up to two (2) briefings with City Council members
- Prepare for and attend one (1) public meeting with the City Council. Preparation will include presentation materials and/or responses to comments from Council members

The requested budget amendment includes the following maximums:

- Analysis of one (1) updated development proposal for Site 4 from the Developer
- Analysis of one (1) subsequent development/pro forma alternative based on clarification or missing information provided by the Developer
- Maximum of two (2) meetings with CDC-HA staff
- Maximum of three (3) public meetings, including briefings, with Council members
- Maximum of two (2) versions of each deliverable, i.e., draft and final, in PDF format only

Our scope and budget specifically excludes:

- Review of any updated development proposals for Site 4 from Community HousingWorks
- Review of any updated proposals for the other Properties
- Negotiations of business terms with selected developers
- Analyses of matters of a legal, planning/design, or environmental nature

Thank you in advance for your consideration. If you have any questions regarding this proposal, please do not hesitate to call me at (619) 718-9500 x104.

Best regards,

KEYSER MARSTON ASSOCIATES, INC.



Linnie A. Gavino
Senior Principal

KEYSER MARSTON ASSOCIATES, INC.
PUBLIC SECTOR HOURLY RATES

	2026/2027
CHAIRMAN, PRESIDENT, MANAGING PRINCIPALS*	$320.00
SENIOR PRINCIPALS*	$310.00
PRINCIPALS*	$290.00
MANAGERS*	$260.00
SENIOR ASSOCIATES	$215.00
ASSOCIATES	$195.00
SENIOR ANALYSTS	$180.00
ANALYSTS	$155.00
TECHNICAL STAFF	$115.00
ADMINISTRATIVE STAFF	$95.00

Directly related job expenses not included in the above rates are: auto mileage, parking, air fares, hotels and motels, meals, car rentals, taxies, telephone calls, delivery, electronic data processing, graphics and printing. Directly related job expenses will be billed at 110% of cost.

Monthly billings for staff time and expenses incurred during the period will be payable within thirty (30) days of invoice date.

* Rates for individuals in these categories will be increased by 50% for time spent in court testimony.

AGREEMENT
BY AND BETWEEN
COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY
AND
KEYSER MARSTON ASSOCIATES, INC. (KMA)

THIS AGREEMENT is entered into by and between the COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY, a municipal corporation ("CDC-HA"), and KEYSER MARSTON ASSOCIATES, INC. (KMA), a California corporation ("CONSULTANT").

RECITALS

WHEREAS, the CDC-HA desires to employ a CONSULTANT to draft, solicit, and evaluate an RFP/Q for City-owned properties to create for-sale homeownership opportunities.

WHEREAS, the CDC-HA has determined that the CONSULTANT is a muli-disciplined real estate and economic consulting firm and is qualified by experience and ability to perform the services desired by the CDC-HA, and the CONSULTANT is willing to perform such services.

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

1. **ENGAGEMENT OF CONSULTANT.** The CDC-HA agrees to engage the CONSULTANT to draft, solicit, and evaluate an RFP/Q for City-owned properties to create for-sale homeownership opportunities, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

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

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement shall not become effective and binding until fully executed by both the CDC-HA and CONSULTANT. The duration of this Agreement is from the effective date through June 30, 2026. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to three (3) one-year extensions. Any extension of this Agreement must be approved in writing by the Executive Director of the CDC-HA.

3. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit "A". The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CDC-HA for such services, except as authorized in advance by the CDC-HA.

The CONSULTANT shall only receive compensation for actual work performed, on a time-and-materials basis, consisitent with the detailed scope of work, and within the limits of the "not-to-exceed" cost estimate.

The CDC-HA may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT

under this Agreement. Upon doing so, the CDC-HA and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Community Development Manager hereby is designated as the Project Coordinator for the CDC-HA and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Linnie A. Gavino thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and, also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed $89,000. The compensation for the CONSULTANT's work shall not exceed the rates set forth in Exhibit "A." Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CDC-HA.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CDC-HA, if requested.

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

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

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

CONSULTANT shall, upon request of the CDC-HA, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

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

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

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

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

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

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

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

12. **STANDARD OF CARE.**

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

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

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

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

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

places available to employees and applicants for employment any notices provided by the CDC-HA setting forth the provisions of this non-discrimination clause.

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

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

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

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

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

17. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

17.1 PERS Eligibility Indemnification. If CONSULTANT's employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS of the CITY, CONSULTANT shall indemnify, defend, and hold harmless CDC-HA for the payment of any employer and employee contributions for PERS benefits on behalf of the

employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CDC-HA.

CONSULTANT'S employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CDC-HA; (4) receive any employer contributions paid by CDC-HA for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CDC-HA employee. CONSULTANT's employees hereby waive any claims to benefits or compensation described in this Section 17. This Section 17 applies to CONSULTANT notwithstanding any other agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary.

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

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

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

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

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

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of $1,000,000

combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles. The policy shall name the CDC-HA and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

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

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

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

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

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

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

Community Development Commission-
Housing Authority of the City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA 91950-4397

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

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CDC-HA's Risk Manager. If the CONSULTANT does not keep all insurance policies required by this Section 19 in full force and effect at all times during the term of this Agreement, the CDC-HA

may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of ten-thousand dollars ($10,000) must be disclosed to and approved by the CDC-HA. CDC-HA reserves the right to modify the insurance requirements of this Section 19, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

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

21. **TERMINATION.**

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

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

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

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

E. The CDC-HA further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a

reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name, or change in business status of the CONSULTANT.

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

To CDC-HA: Angelita Palma
Community Development Manager
National City Housing Authority
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONSULTANT:
Linnie A Gavino
Senior Principal
Keyser Marston Associates, Inc.
555 W. Beech St., Suite 460, San Diego, CA 92101

Address for Payments: Keyser Marston Associates, Inc.
1299 Fourth St., Suite 408
San Rafael, CA 94901

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

23. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the CDC-HA. The CONSULTANT also agrees not to specify any product, treatment, process, or material for the project in which the CONSULTANT has a material financial interest, either direct

or indirect, without first notifying the CDC-HA of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CDC-HA in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CDC-HA.

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

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

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

25. **ADMINISTRATIVE PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY

By: [redacted]
Benjamin A. Martinez,
Executive Director

Date: _____

APPROVED AS TO FORM:

By [redacted]
Barry J. Schultz
City Attorney

Date: 1/22/25

KEYSER MARSTON ASSOCIATES, INC
(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)

By: [redacted]
Paul C. Marra
Vice President, Managing Principal

Date: 1/8/25

By: [redacted]
Linnie A Gavino
Senior Principal

Date: 1/8/25

EXHIBIT "A"

KMA PROPOSED SCOPE OF SERVICES
OWN NATIONAL CITY RFQ/P
CITY OF NATIONAL CITY

OBJECTIVE

The City of National City (City) seeks to increase homeownership opportunities for National City residents as a tool for pursuing fair housing and equal access to housing. The City was recently awarded grant funding from SANDAG to undertake site assessments and study potential homeownership models as part of the City's Own National City initiative. As part of this effort, Keyser Marston Associates Inc. (KMA) is currently assisting the City with the preparation of a study (Study) assessing the development potential and feasibility of potential homeownership models. The findings from the Study will assist the City in determining which model(s) would be the best to pursue on six (6) City-owned properties (Properties), identified below:

Site	Address	Parcel Number	Site Size
#1	217 - 315 Highland Avenue	551-470-15 551-470-19 551-470-17 551-470-43 554-470-18 551-470-48	102,487 SF
#2	Corner of Division & R Avenue	552-403-14	6,400 SF
#3	38 W. 11th Street	555-114-04	4,791 SF
#4	1028 A Avenue	556-553-08	3,911 SF
#5	500 Plaza Boulevard	556-560-39	16,990 SF
#6	3402 – 3404 Valley Road	556-290-71 564-290-74 564-310-03 564-290-75	187,146 SF

It is the City's objective to create affordable and market-rate for-sale housing on the Properties through the formation of partnerships with one or more private developers. Specifically, the City seeks to issue a Developer Request for Qualifications/Proposals and negotiate one or more public/private partnerships with the selected developer(s).

In response to the City's objective, KMA proposes to assist the City with the developer solicitation for the Properties. The KMA work program, fee estimate, and schedule for this assignment are detailed below.

SCOPE OF SERVICES

Task #1: Initiation and Due Diligence

A. KMA will participate in a meeting with City staff to identify any questions or need for additional information.

B. KMA will review applicable land use designations, development regulations governing the Properties, project data, applicable provisions required for disposition of the Site in accordance with the Surplus Land Act (SLA), and background information on the Properties. KMA will draw from information collected by the KMA Consultant Team for the Study.

Task #2: Developer Solicitation

A. KMA will draft a developer solicitation document such as a Request for Qualifications (RFQ) or Request for Proposals (RFP). The RFQ/P will specify any project criteria, required financial terms, and timing of performance. It will establish submittal requirements in terms of the affordable housing developer's team, qualifications, financing approach, and financial proposal.

B. KMA will prepare a financial pro forma template for inclusion within the RFQ/P.

C. KMA will assist the City with identifying affordable and/or market-rate housing developers to receive the RFQ/P and review this list with the City.

Task #3: Facilitation of Developer RFQ/P Process

A. KMA will prepare responses and/or addenda based on developer inquiries received during the RFQ/P process.

Task #4: Evaluation of Developer Proposals

A. For each response received, KMA will review the submitted financial statements and qualifications to determine if the developer's financial condition and project experience are suitable for the proposed development.

B. KMA will review the development proposals, financial pro formas, and proposed affordability restrictions for consistency with the standards of the RFQ/P guidelines for each development proposal received. KMA will model financial pro formas for each project itemizing: acquisition, development costs (direct, indirect, and financing), affordable sales prices, and warranted investment.

C. KMA will model each developer's pro forma in our format, itemizing acquisition costs, development costs (direct, indirect, and financing), affordable sales prices, achievable sources of financing and estimated financing gap.

D. If needed, KMA will submit one round of data requests to each developer in order to obtain missing information or clarification.

E. KMA will estimate the overall feasibility of each proposed project, the reasonableness of the proposed financial transaction, and whether a City financial contribution is warranted.

F. KMA will summarize each proposal in terms of estimated financing gap (total and per-unit, developer vs. KMA estimate) and complete a scorecard ranking financial feasibility for each proposal.

G. KMA will document our findings in a presentation to the City, accompanied by supporting technical analyses.

H. Based on the evaluation of the developer proposals and detailed financial analyses, KMA will recommend a list of finalists for further consideration and/or recommend that the City conduct interviews with some or all of the proposers. If needed, we will prepare interview questions to be distributed to the developers.

I. KMA will participate in developer interviews as needed.

Task #5: Presentation

A. KMA will prepare a draft presentation package (Report) summarizing our findings and accompanied by our supporting technical analyses. Our Report will be submitted in three (3) successive versions: Administrative Draft, Draft, and Final.

B. KMA will attend one (1) public meeting with the City Council. Preparation will include presentation materials and/or responses to comments from Council members.

BUDGET AND SCHEDULE

KMA proposes to undertake these services on a time-and-materials basis in accordance with the attached hourly billing rate schedule. KMA requests that the City establish a consulting services budget of $89,000, as broken out by task below.

Task		Approximate Schedule / Calendar Days		Budget
Task #1	Initiation and Due Diligence	January 22 – January 31	9 days	$5,000
Task #2	Developer Solicitation	February 3 – March 18	43 days	$16,500
	Prepare Draft Solicitation Document	February 3 – February 17	---	---
	Submit Administrative Draft to Legal Counsel	February 18	---	---
	Submit Draft RFP for City Council Staff Report	February 25	---	---
	Submit Final RFP to City	March 18	---	---
Task #3	Facilitation of Developer RFQ/P Process	March 19 – June 6	79 days	$6,000
Task #4	Evaluation of Developer Proposals	June 9 – August 8	60 days	$48,500
Task #5	Presentation	August 11 - September 16	36 days	$12,500
Add:	Reimbursables			$500
Total Budget				**$89,000**

This budget includes all labor hours and reimbursables with the following limitations:

- Up to five (5) internal meetings with City staff
- Maximum of one (1) virtual or in-person public meeting
- Maximum of three (3) versions of each deliverable, i.e., Administrative Draft, Draft, and Final, in PDF format. If requested, KMA will provide up to 10 hard copies of each deliverable.

Our budget specifically excludes:

- Negotiations of business terms with the selected developer(s)
- Analyses of matters of a legal, planning/design, or environmental nature
- City Council briefings

LIMITATIONS

In accepting this proposal, the City represents, acknowledges, and agrees that:

1. KMA is not advising or recommending any action be taken by the City with respect to any prospective, new, or existing municipal financial products or issuance of municipal securities (including with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues).

2. KMA is not acting as a Municipal Advisor to the City and does not assume any fiduciary duty hereunder, including, without limitation, a fiduciary duty to the City pursuant to Section 15B of the Exchange Act with

respect to the services provided hereunder and any information and material contained in KMA's work product.

3. The City shall discuss any such information and material contained in KMA's work product with any and all internal and/or external advisors and experts, including its own Municipal Advisors, that it deems appropriate before acting on the information and material.

KEYSER MARSTON ASSOCIATES, INC.
PUBLIC SECTOR HOURLY RATES

	2024 THROUGH 6/30/25	7/1/25 – 6/30/26
CHAIRMAN, PRESIDENT, MANAGING PRINCIPALS*	$305.00	313.00
SENIOR PRINCIPALS*	$295.00	302.00
PRINCIPALS*	$275.00	282.00
MANAGERS*	$245.00	251.00
SENIOR ASSOCIATES	$205.00	210.00
ASSOCIATES	$185.00	190.00
SENIOR ANALYSTS	$170.00	174.00
ANALYSTS	$145.00	149.00
TECHNICAL STAFF	$105.00	108.00
ADMINISTRATIVE STAFF	$90.00	92.00

Directly related job expenses not included in the above rates are: auto mileage, parking, air fares, hotels and motels, meals, car rentals, taxies, telephone calls, delivery, electronic data processing, graphics and printing. Directly related job expenses will be billed at 110% of cost.

Monthly billings for staff time and expenses incurred during the period will be payable within thirty (30) days of invoice date.

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* Rates for individuals in these categories will be increased by 50% for time spent in court testimony.

RESOLUTION NO. 2026-

RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY (CDC-HA) OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE EXECUTIVE DIRECTOR OR DESIGNEE TO EXECUTE THE FIRST AMENDMENT TO THE JANUARY 21, 2025 AGREEMENT WITH KEYSER MARSTON ASSOCIATES, INC., TO EXTEND THE AGREEMENT BY ONE YEAR AND INCREASE THE COMPENSATION AMOUNT BY $20,000 TO CONTINUE THE EVALUATION OF PROPOSALS RECEIVED FOR HOMEOWNERSHIP OPPORTUNITIES ON CITY-OWNED PROPERTIES.

WHEREAS, the Community Development Commission-Housing Authority of the City of National City ("CDC-HA") seeks to increase homeownership opportunities for National City residents as a tool for pursuing fair housing and equal access to housing; and

WHEREAS, on January 21, 2025, the CDC-HA entered into an agreement ("Agreement") with Keyser Marston Associates, Inc. ("KMA") through Resolution 2025-95 to draft, solicit, and evaluate a request for qualifications/proposals ("RFQ/P") for City-owned properties to create for-sale homeownership opportunities (the "Own National City Home Ownership Initiative"); and

WHEREAS, a Special City Council Meeting was held on May 29, 2026 to review staff recommendations on the Own National City RFP proposals; and

WHEREAS, staff were requested to continue evaluation of development proposals, which may require supplemental feasibility analyses and additional meetings; and

WHEREAS, staff proposes to extend the Agreement with KMA by one year and increase the compensation amount by $20,000 to cover the cost of the increased scope of services for continued analysis and evaluation of development proposals.

NOW, THEREFORE, BOARD OF DIRECTORS OF THE COMMUNITY DEVELOPMENT COMMISSION– HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: That the Board of Directors hereby authorizes the Executive Director, or his designee, to execute the First Amendment to the January 21, 2025 Agreement with Keyser Marston Associates, Inc., increasing the compensation amount by $20,000 for a new total not-to-exceed amount of $109,000 to cover the cost of the expanded scope of services and extending the term of the agreement through June 30, 2027.

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 30th day of June, 2026.

Douglas J. Schulze
Executive Director

ATTEST:

Shelley Chapel, MMC, Secretary

APPROVED AS TO FORM:

Heidi Skinner,
General Counsel

AGENDA REPORT

Department: **Engineering and Public Works**
Prepared by: **Luca Zappiello, Principal Civil Engineer**
Meeting Date: **Tuesday, June 30, 2026**
Approved by: **Douglas J. Schulze, City Manager**

SUBJECT:
Second Amendment to the Agreement with BNSF Railway Company

RECOMMENDATION:
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute the Second Amendment to Grade Crossing Construction and Maintenance Agreement with BNSF Railway Company for the Bayshore Bikeway Segment 5 and Connections Project, CIP No. 19-24."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The Bayshore Bikeway Segment 5 and Connections Project, CIP No. 19-24 (Project), will add nearly 1.5 miles of protected bicycle facilities along Harbor Drive, McKinley Avenue, W. 23rd Street, and Marina Way in the City of National City (City). The Project also includes a dedicated pedestrian and bicycle pathway on 19th Street under the I-5 overpass, providing safer connections for vulnerable roadway users between the Westside Neighborhood and the Bayshore Bikeway.

To complete this Project, the bike lane alignment encroached on several parcels not owned solely by the City, but also by San Diego Gas & Electric Company, BNSF Railway Company, the San Diego Metropolitan Transit System, and the San Diego Unified Port District. Therefore, on June 20, 2023, the City, via Resolution No. 2023-80, entered into an agreement with these agencies granting the City the right to install the bike lane on their properties.

The agreement executed by the City Council on June 20, 2023, with BNSF granted the City the right to install the Project improvements on two BNSF properties located along Harbor Drive, north of Civic Center Drive, and along Bay Marina Drive, west of Cleveland Avenue.

After completing further review of the project scope to identify cost reductions, the City decided to realign the bicycle facilities along Bay Marina Drive, which would result in removing the encroachment on the BNSF property. This change resulted in savings of several thousand dollars, as BNSF had required the City to fund multiple improvements within the BNSF right-of-way.

For this reason, the Second Amendment to the Agreement removes the BNSF crossings along Bay Marina Drive and updates the BNSF cost estimate in Exhibit D-2, reducing costs by narrowing the BNSF scope of work associated with those crossings.

FINANCIAL STATEMENT:
The estimated cost under the original agreement with BNSF was $1,750,412. The new estimated cost under the Second Amendment to the Agreement is $1,176,000, which is a reduction of $574,412.

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

ENVIRONMENTAL REVIEW:
The project is subject to CEQA and NEPA, and the required processes were completed prior to and during the design phase.

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 Amendment
Exhibit B - Resolution

Contract Number: BF20253718-A-0002
Amendment Number: 2

SECOND AMENDMENT TO GRADE CROSSING CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS AMENDMENT AGREEMENT (hereinafter called "Amendment") **is dated _____,** by and between City of **National City**, a political subdivision of the State of California ("CITY"), and **BNSF RAILWAY COMPANY**, a Delaware Corporation ("RAILROAD").

WITNESSETH:

WHEREAS, Railroad, City and SANDAG are parties to an agreement dated 11/20/2023. This agreement, also referred to as Railroad's Contract Number **BF20253718**, together with any and all modifications, supplements and amendments thereto, being hereinafter referred to as the "Agreement"; and

WHEREAS, the parties hereto desire to amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants exchanged herein and other good and valuable consideration, the adequacy of which is hereby acknowledged, Parties agree to amend the Agreement as follows. This Second Amendment will be upon the same terms and conditions provided in the Agreement, except as the same are hereby modified and supplemented. Wherever there is any conflict between this Second Amendment and the Agreement, the provisions of this Second Amendment are paramount, and the Agreement will be construed accordingly:

1. CITY has removed the proposed improvements at BAY MARINA DRIVE, Milepost 273.16, designated by DOT# 026904T.

2. Term of the Amendment. This Second Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date) and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule, or regulation.

3. Amendments. As of the Effective Date of this Second Amendment, the following portion of the Agreement is amended as follows:

A. **ARTICLE I – SCOPE OF WORK** of the Agreement is hereby deleted in its entirety and replace with:

1) The term **"Project"** as used herein includes any and all work related to the reconstruction of the at-grade rail crossing surface by and installation of railroad crossing signals and activation equipment for the Bayshore Bikeway Segment 5 project at U.S. D.O.T No. **026900R,** (hereinafter referred to as the **"Crossing"**) by BNSF on behalf of the City , or particularly described in Exhibit A, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation and the permanent removal, closure, vacation, and to perform the at-grade crossing known as Harbor Drive, Milepost 272.34, DOT No. 026900R, Line Segment 7600, San Diego Subdivision, California Division.

B ARTICLE III – CITY OBLIGATIONS

Article III section 5 of the Agreement is hereby deleted in its entirety and replace with:

5) The City must construct the Project as shown on the attached Exhibit A and do all work ("City's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF as outlined in the below. The City must furnish all labor, materials, tools and equipment for the performance of City's Work. The principal elements of City's Work are as follows:

A. Design and Reconstruction/Construction of Harbor Dr;

Article III Section 11 of the Agreement is hereby deleted in its entirety and replaced with:

11) The City must require its contractor(s) to notify BNSF's Scheduling Agent (BNSFSchedulingagent@wilsonco.com) at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, the City must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF railway tracks.

C EXHIBIT D which was attached to the original Agreement, is superseded, and replaced by Exhibit D-2, which is attached to this Amendment and incorporated into the original Agreement by this reference. All references to "Exhibit D" in the original Agreement, and in any amendments thereto, are amended to read: "Exhibit D-2".

Except as amended herein, the terms and conditions of the Agreement remain in effect. Capitalized terms not defined herein have the same meaning as set forth in the Agreement.

Remainder of page intentionally left blank. Signatures on the following page.

IN WITNESS WHEREOF, RAILROAD and CITY have entered into this Second Amendment as of the date first written above.

BNSF RAILWAY COMPANY

By:_____

Printed Name: _____

Title:_____

National City

By:_____

Printed Name: _____

Title:_____

Approved as to form by:

City Attorney

By:_____

Print Name: _____

City Attorney

Date: _____

BAYSHORE BIKEWAY SEGMENT 5

National City

SURVEYOR: ____ BENCHMARK: HORIZONTAL CONTROL:

CONSTRUCTION RECORDS — DATE STARTED: ____ INSPECTOR: ____ DATE COMPLETED: ____

GEOTECHNICAL OF RECORD — NAME ____ COMPANY ____ SIGNATURE ____

CONSTRUCTION SURVEYOR — NAME ____ COMPANY ____ SIGNATURE ____

ENGINEERING DEPARTMENT — AS-BUILT — BY — APPROVED — DATE — REVISIONS

Plot date: 11/6/2023 9:47:05 AM

GENERAL NOTES

APPROVAL OF THESE PLANS BY THE CITY ENGINEER OF THE CITY OF NATIONAL CITY DOES NOT CONSTITUTE CERTIFICATION OF THE PROJECT AS A WHOLE, IN TERMS OF COMPLETENESS, ACCURACY, DESIGN, AND CONSTRUCTION STANDARDS. APPROVED STANDARDS: PUBLIC WORKS SDRSD. IT IS THE RESPONSIBILITY OF THE ENGINEER-OF-WORK TO EXERCISE CONTROL OVER THE DESIGN OF THE PROJECT.

1. A PERMIT SHALL BE OBTAINED FROM THE ENGINEERING DEPARTMENT FOR ALL IMPROVEMENT WORK WITHIN THE PUBLIC RIGHT-OF-WAY AND ALL GRADING OPERATIONS ON PRIVATE PROPERTY.
2. APPROVAL OF THESE PLANS BY THE CITY OF NATIONAL CITY DOES NOT AUTHORIZE ANY WORK OR GRADING TO BE PERFORMED UNTIL A VALID PERMIT HAS BEEN ISSUED.
3. NOTWITHSTANDING THE MINIMUM STANDARDS SET FORTH IN THE GRADING ORDINANCE AND NOTWITHSTANDING THE APPROVAL OF THESE PLANS, THE CONTRACTOR IS RESPONSIBLE FOR THE PREVENTION OF DAMAGE TO THE ADJACENT PROPERTY. NO PERSON SHALL EXCAVATE ON LAND SO CLOSE TO THE PROPERTY LINE AS TO ENDANGER ANY ADJOINING PUBLIC STREET, SIDEWALK, ALLEY OR ANY OTHER PUBLIC OR PRIVATE PROPERTY WITHOUT SUPPORTING AND PROTECTING SUCH PROPERTY FROM SETTLING, CRACKING, EROSION, SILTING, SCOUR OR THE DAMAGE WHICH MIGHT RESULT FROM THE GRADING DESCRIBED ON THESE PLANS.
4. THE CONTRACTOR SHALL VERIFY THE EXISTENCE AND LOCATION OF ALL UTILITIES BEFORE COMMENCING WORK. NOTICE OF PROPOSED WORK SHALL BE GIVEN TO THE FOLLOWING AGENCIES:

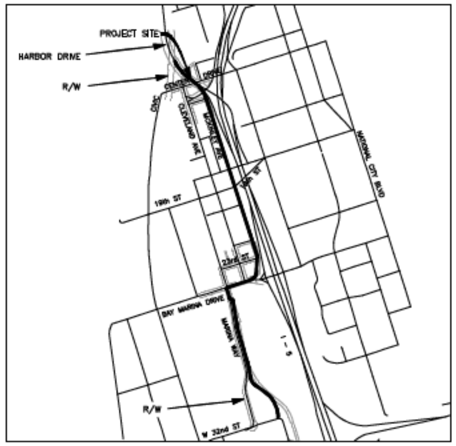
UNDERGROUND SERVICE ALERT	1-800-227-2600
AT&T	(858) 268-2062
CITY OF NATIONAL CITY PUBLIC WORKS DEPARTMENT	(619) 336-4380
COX COMMUNICATIONS	(619) 266-5038
CROWN CASTLE	(760) 224-5264
SAN DIEGO GAS AND ELECTRIC	(858) 547-2009
SWEETWATER AUTHORITY	(619) 409-6751

5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL SUBSTRUCTURES WHETHER SHOWN OR NOT AND PROTECT THEM FROM DAMAGE. THE EXPENSE OF REPAIR OR REPLACEMENT OF SAID SUBSTRUCTURES SHALL BE BORN BY THE CONTRACTOR.
6. THE ENGINEER-OF-WORK SHALL BE NOTIFIED WHEN CONSTRUCTION COMMENCES AND ANY CHANGES OR ADDITIONS ARE MADE DURING THE PROGRESS OF CONSTRUCTION. A REPORT CONFIRMING THIS, SIGNED BY THE REGISTERED SOILS ENGINEER, SHALL BE SUBMITTED TO THE CITY'S ENGINEERING DEPARTMENT AT THE COMPLETION OF THE PROJECT SPECIFICS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE ENGINEER OF RECORD PRIOR TO COMMENCING DEMOLITION OF ANY MONUMENTATION AND/OR BENCHMARKS, OF ALLOWING ENGINEER'S SURVEYOR OF LOCATING MONUMENTATION AND/OR BENCHMARKS PRIOR TO DEMOLITION, AND OF NOTIFYING ENGINEER AFTER CONSTRUCTION IS COMPLETE. MONUMENTATION SHALL BE OFF-SET, PROTECT AND REPLACE IF DISTURBED.
8. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS: AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE CITY ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
9. CONTRACTOR WILL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY BECAUSE OF ACTUAL LOCATION OF EXISTING FACILITIES.
10. LOCATION AND ELEVATION OF IMPROVEMENTS OF WORK TO BE DONE SHALL BE CONFIRMED BY FIELD MEASUREMENT PRIOR TO CONSTRUCTION OF NEW WORK.
11. BEFORE EXCAVATING, VERIFY LOCATION OF UNDERGROUND UTILITIES. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWING LOCATION OF UTILITIES WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO OTHER EXISTING UTILITIES EXCEPT AS SHOWN ON THE PLANS.
12. NEITHER THE OWNER NOR THE CITY ENGINEER-OF-WORK WILL ENFORCE SAFETY MEASURES OR REGULATIONS. THE CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
13. INSPECTION NOTES: NO WORK SHALL BE COMMENCED ON THE SITE PRIOR TO A PRE-CONSTRUCTION MEETING WITH THE ENGINEERING DEPARTMENT. CALL THE CITY CONSTRUCTION ENGINEER AT (619) 336-4380 TO SCHEDULE A MEETING.
14. ALL OPERATIONS CONDUCTED ON THE PREMISES, INCLUDING THE WARMING UP, REPAIR, ARRIVAL, DEPARTURE, OR RUNNING OF TRUCKS, EARTHMOVING EQUIPMENT, CONSTRUCTION EQUIPMENT, AND ANY OTHER ASSOCIATED EQUIPMENT SHALL BE LIMITED TO THE PERIOD BETWEEN 7:00 A.M. AND 5:00 P.M. EACH DAY, MONDAY THROUGH FRIDAY. UNLESS OTHERWISE NOTED, PRIOR APPROVAL OF THE CITY ENGINEER WILL BE REQUIRED FOR WORK BEFORE 7:00 A.M. AND AFTER 5:00 P.M.
15. STRUCTURAL SECTIONS OF THE STREET IMPROVEMENTS SHALL BE PER PLAN, BUT NOT LESS THAN THE MINIMUM REQUIREMENTS PER NATIONAL CITY STANDARD DRAWING NO. 113-S-B.
16. THE ASPHALT CONCRETE PAVEMENT SHALL BE INSTALLED IN A MINIMUM OF TWO LIFTS. THE FINAL LIFT SHALL BE AT LEAST 2 INCHES THICK AND SHALL BE PAVED AFTER COMPLETION OF ALL STRUCTURES.
17. CHANGE ORDER: CHANGE ORDERS SHALL BE REQUESTED IN WRITING USING THE CITY OF NATIONAL CITY STANDARD FORM AND ATTACHED WITH PLANS SHOWING IN RED THE REVISIONS FOR APPROVAL.
18. PUBLIC WATER SYSTEM IMPROVEMENTS SHALL BE INSTALLED IN ACCORDANCE WITH SWEETWATER AUTHORITY'S DESIGN STANDARDS AND STANDARD SPECIFICATIONS FOR CONSTRUCTION OF WATER FACILITIES. PUBLIC WATER SYSTEM SHALL BE MAINTAINED AND OPERATED BY SWEETWATER AUTHORITY.
19. FOR ALL WORK INSIDE CALTRANS RIGHT OF WAY, THE LATEST CALTRANS STANDARD PLANS AND SPECIFICATIONS WILL BE ADHERED TO.
20. CONTRACTOR SHALL NOTIFY BNSF MANAGER OF PUBLIC PROJECTS PRIOR TO ANY WORK WITHIN BNSF RIGHT-OF-WAY OR ANY WORK AFFECTING GRADE CROSSING OPERATIONS.

UTILITY NOTES

1. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WAS DETERMINED FROM A SEARCH OF AVAILABLE PUBLIC RECORDS. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM THAT SHOWN ON THE PLANS. THE CONTRACTOR SHALL DETERMINE THE LOCATION AND DEPTH OF ALL UTILITIES, INCLUDING SERVICE CONNECTIONS, THAT MAY AFFECT OR BE AFFECTED BY HIS OPERATIONS AND SHALL TAKE ADEQUATE MEASURES TO PROTECT THE UNDERGROUND UTILITIES SHOWN ON THE PLANS AND THOSE FACILITIES ENCOUNTERED DURING CONSTRUCTION BUT NOT SHOWN ON THE PLANS.
2. PURSUANT TO STATE LAW, CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (USA) AT 1-800-227-2600 NOT LESS THAN TWO (2) WORKING DAYS PRIOR TO CONDUCTING ANY EXCAVATION WORK ON THIS PROJECT. THIS REQUIREMENT SHALL EXTEND TO EXCAVATION WORK CONDUCTED WITHIN PUBLIC RIGHT-OF-WAY AND TO EXCAVATION WORK CONDUCTED ON PRIVATE PROPERTY. THE CONTRACTOR SHALL MARK OUT THE APPROXIMATE LIMITS OF THE PROPOSED EXCAVATION PRIOR TO CALLING USA TO ASSIST THE EXISTING UTILITY OWNERS IN UNDERSTANDING THE LIMITS OF THE REQUIRED PREMARK SERVICES.
3. EXISTING UTILITIES IN CONFLICT WITH THE PROPOSED WORK SHALL BE REMOVED, RELOCATED, OR ADJUSTED BY THEIR RESPECTIVE OWNERS UNLESS OTHERWISE SPECIFIED. THE CONTRACTOR IS REFERRED TO SECTION 4 OF THE STANDARD SPECIFICATIONS.
4. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES (BELOW GROUND AND ABOVE GROUND) WITHIN THE PROJECT SITE SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT THE REVISION OF THE CONSTRUCTION PLANS IF IT IS FOUND THAT ACTUAL LOCATIONS ARE IN CONFLICT WITH THE PROPOSED WORK. THIS WORK SHALL BE AT THE CONTRACTOR'S EXPENSE.
5. THE CONTRACTOR SHALL MAINTAIN THE SERVICE OF ALL EXISTING WATER AND SEWER UTILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING WATER AND SEWER MAINS DURING CONSTRUCTION, AND SHALL HAVE SUFFICIENT PIPELINE MATERIALS AND EQUIPMENT ONSITE TO IMMEDIATELY REPAIR ANY DAMAGE TO EXISTING MAINS. CONTRACTOR IS RESPONSIBLE TO REPLACE OR REPAIR ANY DAMAGE, PRIVATE OR PUBLIC.

DIGALERT — DIAL BEFORE YOU DIG — TWO WORKING DAYS BEFORE YOU DIG — TOLL FREE 1-800-227-2600 — A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT



LOCATION MAP
NO SCALE

UTILITY NOTES (continued)

6. BEFORE EXCAVATING, THE CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING UNDERGROUND UTILITIES BY CONTACTING EACH OF THE FOLLOWING, 48 HOURS PRIOR TO COMMENCING WORK:

UNDERGROUND SERVICE ALERT	1-800-227-2600
CABLE TELEVISION: (COX COMMUNICATIONS)	(619) 266-5038
FIBER OPTICS: (CROWN CASTLE)	(760) 224-5264
GAS & ELECTRIC: (SDG&E)	(858) 547-2009
SEWER, STORM, STREET LIGHT, & TRAFFIC SIGNAL: (CITY OF NATIONAL CITY)	(619) 336-4380
TELEPHONE: (AT&T)	(858) 268-2062
WATER: (SWEETWATER AUTHORITY)	(619) 409-6751

ASPHALT CONCRETE, PORTLAND CEMENT CONCRETE, TRENCH BACKFILL + COMPACTION

1. EXISTING PAVEMENT WILL BE SAWCUT AT ALL LOCATIONS THAT JOIN WITH PROPOSED IMPROVEMENTS.
2. ASPHALT CONCRETE SECTIONS GREATER THAN 3" SHALL BE LAID IN TWO LIFTS MINIMUM AND SHALL BE COMPRISED OF AN AC BASE AND A SURFACE COURSE. AC FOR THE BASE COURSE SHALL BE CLASS B-PG 64-10 (3/4"). AC FOR THE SURFACE COURSE SHALL BE CLASS C2-PG 64-10 (1/2"). SURFACE COURSE SHALL BE 2" THICK MINIMUM.
3. STRUCTURAL SECTIONS OF THE STREET IMPROVEMENTS SHALL BE PER PLAN, BUT NOT LESS THAN THE MINIMUM REQUIREMENTS PER NATIONAL CITY STANDARD DRAWING NO. 113-S-B.
4. THE UPPER 6" OF THE TRENCH OR PAVEMENT SECTION MEASURED FROM THE BOTTOM OF THE BASE COURSE SHALL BE COMPACTED TO A RELATIVE COMPACTION OF 95 PERCENT OF MAXIMUM DRY DENSITY.

GRADING NOTES

DUMPING AND STOCKPILING IS PROHIBITED IN NATIONAL CITY. ALL MATERIAL EXCAVATED AND REMOVED FROM THE SITE. NO EXCEPTIONS.

1. ALL GRADING, TESTING AND OBSERVATION SHALL BE DONE IN ACCORDANCE WITH APPENDIX "J" OF THE CALIFORNIA BUILDING CODE AND CHAPTER 15.70 OF THE NATIONAL CITY MUNICIPAL CODE.
2. THE STANDARD TEST USED TO DEFINE THE MAXIMUM DENSITY OF ALL COMPACTION WORK SHALL BE PER ASTM D-1557-91 PER SPECIFICATION 301-1.3. ALL DENSITIES SHALL BE EXPRESSED AS A RELATIVE COMPACTION IN THE FOREGOING STANDARD PROCEDURE.
3. CLEARING, GRUBBING, AND PREPARING AREAS TO BE FILLED
   - 3.1 ANY TREES NOT UTILIZED IN LANDSCAPING, ABANDONED STRUCTURES, WEEDS, TREE STUMPS AND ANY OTHER RUBBISH SHALL BE REMOVED, FILLED OR OTHERWISE DISPOSED OF SO AS TO LEAVE THE AREAS THAT HAVE BEEN DISTURBED WITH A NEAT AND FINISHED APPEARANCE, FREE FROM UNSIGHTLY DEBRIS.
   - 3.2 ALL VEGETABLE MATTER AND SOIL DESIGNATED AS UNSUITABLE BY THE SOILS ENGINEER SHALL BE REMOVED UNDER THE DIRECTION OF THE SOILS ENGINEER. ALL EXPOSED SURFACES SHALL BE PLOWED OR SCARIFIED TO A DEPTH OF AT LEAST EIGHT INCHES, UNTIL THE SURFACE IS FREE FROM RUTS, HUMMOCKS, OR THE UNEVEN FEATURES WHICH WOULD TEND TO PREVENT UNIFORM COMPACTION BY THE EQUIPMENT TO BE USED.
   - 3.3 WHERE FILL IS TO BE PLACED, CARE SHOULD BE TAKEN THAT ANY EXISTING UNCOMPACTED SOILS BE REMOVED AND THAT NATURAL GROUND SHALL BE SCARIFIED AT LEAST EIGHT INCHES AND COMPACTED AT LEAST 90% OF MAXIMUM DENSITY. FILL SOILS SHOULD BE COMPACTED AT LEAST 90%. PAVEMENT BASE COURSE MATERIAL SHOULD BE COMPACTED AT LEAST 95%.

GRADING NOTES (continued)

4. MATERIALS
   - 4.1 THE MATERIALS FOR THE FILL SHALL BE APPROVED BY THE SOILS ENGINEER BEFORE COMMENCEMENT OF GRADING OPERATIONS, OR THEIR IMPORT.
5. PLACING, SPREADING AND COMPACTION OF FILL MATERIAL
   - 5.1 THE SELECTED FILL MATERIAL SHALL BE PLACED IN LAYERS WHICH WHEN COMPACTED SHALL ALLOW ADEQUATE BONDING AND COMPACTION.
   - 5.2 WHEN MOISTURE CONTENT OF THE FILL MATERIAL IS BELOW THAT SPECIFIED BY THE SOILS ENGINEER, WATER SHALL BE ADDED UNTIL THE MOISTURE CONTENT IS AS SPECIFIED TO ASSURE THOROUGH BONDING DURING THE COMPACTION PROCESS. WHEN THE MOISTURE CONTENT OF THE FILL MATERIAL IS ABOVE THAT SPECIFIED BY THE SOILS ENGINEER, THE FILL MATERIAL SHALL BE AERATED BY BLADING OR OTHER SATISFACTORY METHODS UNTIL THE MOISTURE CONTENT IS AS SPECIFIED.
   - 5.3 AFTER EACH LAYER HAS BEEN PLACED, MIXED, AND SPREAD EVENLY, IT SHALL BE THOROUGHLY COMPACTED TO A RELATIVE COMPACTION OF NOT LESS THAN 90%.
   - 5.4 FIELD DENSITY TEST SHALL BE MADE BY THE SOILS ENGINEER. WHERE SHEEPSFOOT ROLLERS ARE USED, THE SOIL MAY BE DISTURBED TO A DEPTH OF SEVERAL INCHES. DENSITY TEST SHALL BE TAKEN IN COMPACTED MATERIAL BELOW THE DISTURBED SURFACE. WHEN THESE TEST INDICATE THAT THE DENSITY OF ANY LAYER OF FILL OR PORTION THEREOF IS BELOW THE REQUIRED 90% DENSITY, THE PARTICULAR LAYER OR PORTION SHALL BE REWORKED UNTIL THE REQUIRED DENSITY HAS BEEN OBTAINED.
   - 5.5 EXPANSIVE SOIL ENCOUNTERED IN CUT AREAS SHALL NOT BE PLACED WITHIN THE UPPER 2 FEET OF ANY FILLS. THE POTENTIAL EXPANSIVE SOILS MAY BE SPREAD THROUGHOUT THE LOWER PORTIONS OF THE FILLS.
6. DISPOSAL OF OVERSIZE ROCKS
   - 6.1 OVERSIZE ROCK SHALL BE EXPORTED FROM THE SITE, USED FOR LANDSCAPING PURPOSES, OR PLACED IN DESIGNATED NON-STRUCTURAL FILL AREAS.
7. ENGINEERING OBSERVATION
   - 7.1 FIELD OBSERVATION BY SOILS ENGINEER SHALL BE MADE DURING THE FILL AND COMPACTION OPERATION SO THAT HE CAN EXPRESS HIS OPINION REGARDING THE CONFORMANCE OF THE ACCEPTED SPECIFICATIONS.
8. SEASONAL LIMITS
   - 8.1 NO FILL SHALL BE PLACED, SPREAD, OR ROLLED WHILE IT IS IN AN UNSUITABLE HIGH MOISTURE CONTENT. NOR DURING UNFAVORABLE WEATHER CONDITIONS. WHEN THE WORK IS INTERRUPTED BY HEAVY RAIN, OPERATIONS SHALL NOT BE RESUMED UNTIL FIELD TEST BY THE SOILS ENGINEER INDICATE THAT THE MOISTURE CONTENT AND DENSITY OF FILL ARE AS PREVIOUSLY SPECIFIED.
9. GRADING TOLERANCE
   - 9.1 THE ACCEPTABLE ACCURACY FOR VERTICAL AND HORIZONTAL COMPLIANCE WITH THE DESIGN ON THIS PLAN SHALL BE ACCORDING TO THE STANDARDS SPECIFICATIONS FOR PUBUC WORKS CONSTRUCTION.
10. THE ASPHALTIC CONCRETE PAVEMENT SECTION IS TO BE DESIGNED BY THE SOILS ENGINEER. AFTER ROUGH GRADE IN THE PARKING AREA AND DRIVE AREA IS ACHIEVED THE SOILS ENGINEER WILL SAMPLE THE SUBGRADE SOILS MATERIAL AND DESIGN THE PAVEMENT SECTION ACCORDINGLY, BUT SUCH DESIGN SHALL MEET THE MINIMUM CITY STANDARDS.
11. RECORD DRAWING (AS-BUILT)
   - 10.1 NOTE TO CONTRACTOR: UPON COMPLETION OF WORK, CONTRACTOR SHALL DELIVER TO THE CITY, AN UP-TO-DATE SET OF (AS-BUILT) RECORD DRAWINGS PREPARED BY THE ENGINEER-OF-WORK. SUCH DRAWINGS SHALL BE BLUEPRINT COPIES OF THE PLANS SHOWING IN RED INK AND IN DETAIL ALL CONSTRUCTION CHANGES, ESPECIALLY DEPTHS OF CONDUIT. UTILITIES SHALL BE DIMENSIONED FROM THE CLOSEST PERMANENT STRUCTURE ENGINEER-OF-WORK SHALL MAKE CHANGES TO THE ORIGINAL MYLARS ON FILE WITH THE CITY ENGINEER'S OFFICE. ENGINEER-OF-WORK SHALL ALSO PROVIDE SAID AS-BUILTS IN DIGITAL FORMAT (PDF FILE).
12. OWNER:
    CITY OF NATIONAL CITY
    1243 NATIONAL CITY BLVD.
    NATIONAL CITY, CA 91950
13. CONTRACTOR: ____
14. LEGAL DESCRIPTION
    CITY RIGHT-OF-WAY ON SWEETWATER ROAD BETWEEN N. 2ND AVENUE & PLAZA BONITA ROAD & ON PLAZA BONITA ROAD BETWEEN SWEETWATER ROAD & THE EXISTING SWEETWATER BIKEWAY ENTERANCE.
15. STANDARD DRAWINGS AND SPECIFICATIONS
    SAN DIEGO REGIONAL STANDARD DRAWINGS (LATEST EDITION) AND CITY OF NATIONAL CITY STANDARD DRAWINGS, AND THE STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION, CURRENT EDITION, TOGETHER WITH THE LATEST REGIONAL SUPPLEMENTAL AMENDMENTS.
16. SOILS REPORT
    BY: LEIGHTON CONSULTING INC.
    NO: 13146.001
    DATE: MAY 31, 2022
    THESE PLANS HAVE BEEN REVIEWED BY THE UNDERSIGNED AND FOUND TO BE IN CONFORMANCE WITH THE RECOMMENDATIONS AND SPECIFICATIONS OUTLINED IN THE SOILS REPORT PREPARED FOR THIS DEVELOPMENT.
    BY: ____ DATE: ____
16. REFERENCE DRAWINGS
    SDG&E DRAWING NO. D2882731 CALTRANS DRAWING NO. 1100020490, 11000204901,
    CITY OF NATIONAL CITY DRAWING NO. 11-30-99, 10050-10083, 6404-D
17. AFTER COMPLETION OF GRADING, THE FOLLOWING STATEMENT SHALL BE EXECUTED BY THE ENGINEER-OF-WORK: "I HEREBY CERTIFY THAT THE GRADING HAS BEEN DONE ACCORDING TO THE SOILS REPORT LISTED IN ITEM 17."
    BY: ____
    SEAL: ____
    DATE: ____
18. AFTER THE COMPLETION OF THE PROJECT, THE FOLLOWING STATEMENT SHALL BE EXECUTED BY THE ENGINEER-OF-WORK: "I HEREBY CERTIFY, IN ACCORDANCE WITH SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, THAT ALL OF THE WORK SHOWN ON DRAWINGS ____ THROUGH ____ MARKED "AS-BUILT" HAS BEEN CONSTRUCTED IN CONFORMANCE WITH LINES AND GRADES, AND DETAILS AND SPECIFICATIONS, AS SHOWN ON SAID PLANS AND REFERRED DRAWINGS.
    BY: ____
    DATE: ____ SEAL: ____

SOURCE OF TOPOGRAPHY

AGGUIRE & ASSOCIATES
8363 CENTER DRIVE #5A, LA MESA, CA 91942
(619) 464-6978

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06 – 07	CONSTRUCTION DETAILS
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116	HAZARDOUS MATERIALS PLAN

PROJECT DESCRIPTION

CREATION OF NEW SEGMENT OF BIKEWAY BETWEEN E HARBOR DRIVE AND MARINA WAY TO CONNECT WITH EXISTING BAYSHORE BIKEWAY

WORK TO BE DONE

1. CLASS IV BIKEWAYS ALONG HARBOR DRIVE, MCKINLEY AVENUE, MARINA WAY, AND BAY MARINA DRIVE
2. SIGNING AND STRIPING MODIFICATIONS ON HARBOR DRIVE, MCKINLEY AVE, BAY MARINA DRIVE, MARINA WAY, AND ENTRANCE TO BAYSHORE BIKEWAY
3. SIGNAL MODIFICATIONS AT THE INTERSECTIONS OF HARBOR DRIVE AND CIVIC CENTER DRIVE, AND ALONG BAY MARINA DRIVE AT MARINA WAY AND CLEVELAND AVENUE

STANDARD SPECIFICATIONS AND DRAWINGS

1. SAN DIEGO AREA REGIONAL STANDARD DRAWINGS (SDRSD) (2022 EDITION) WITH APPENDIX "A", (TRAFFIC CONTROL PLANS)
2. STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREEN BOOK"), 2018 EDITION, INCLUDING REGIONAL SUPPLEMENT AMENDMENTS.
3. CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) (CURRENT EDITION).
4. CITY OF NATIONAL CITY STANDARD DRAWINGS, (CURRENT EDITION).
5. SWEETWATER AUTHORITY STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF WATER FACILITIES (WWW.SWEETWATER.ORG)
6. CALIFORNIA DEPARTMENT OF TRANSPORTATION U.S CUSTOMARY STANDARD PLAN, 2023 EDITION

EARTHWORK QUANTITIES

CUT..............3352 CY
FILL..............1166 CY
EXPORT........2186 CY

DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THIS PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONAL CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF THESE PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF NATIONAL CITY IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY [redacted]

11/07/2023
DATE

REGISTERED PROFESSIONAL ENGINEER — FORREST BAKER — CIVIL — STATE OF CALIFORNIA

PLANS FOR THE IMPROVEMENTS OF:
BAYSHORE BIKEWAY SEGMENT 5
TITLE SHEET

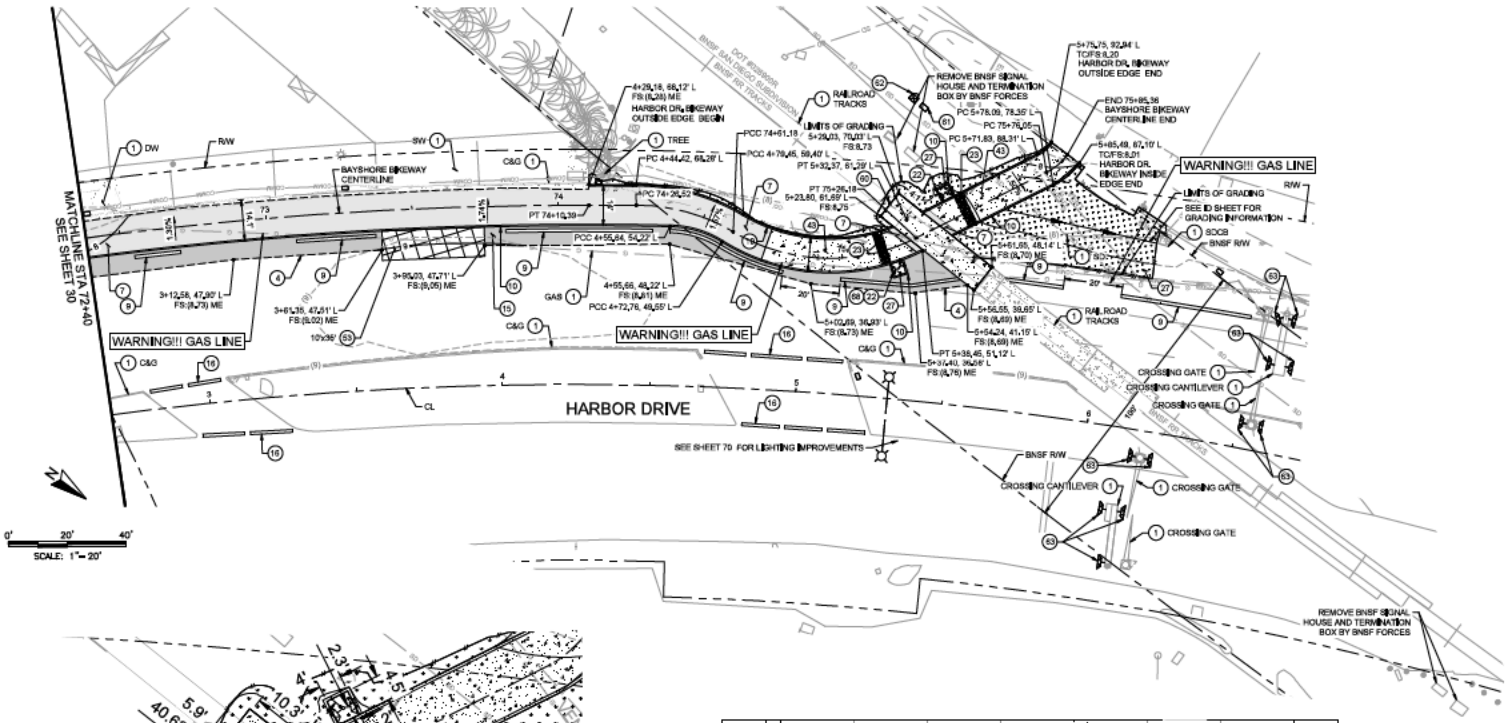
CITY OF NATIONAL CITY

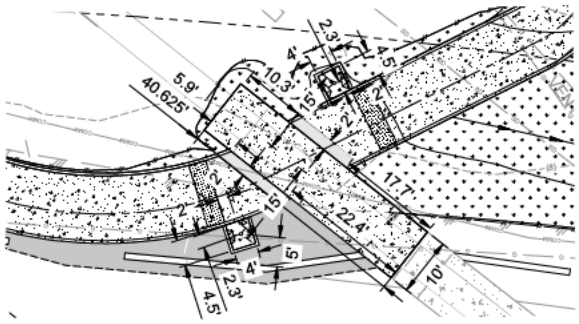
STEPHEN MANGANIELLO RTE# 2973 — DATE
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

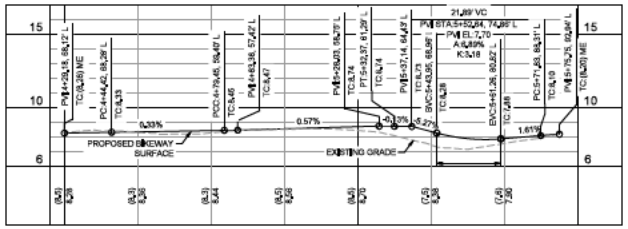
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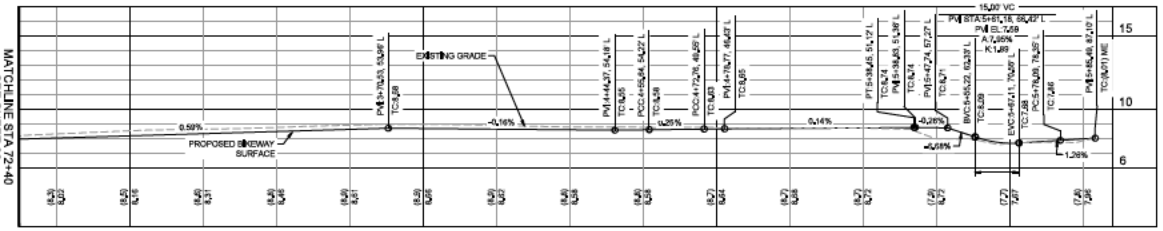
SHEET 01 OF 123 SHEETS — 11620- 01 -D

100% IMPROVEMENT PLANS – CITY OF NATIONAL CITY – BAYSHORE BIKEWAY SEGMENT 5









LEGEND

- PROPERTY LINE
- SAWCUT LINE
- DAYLIGHT LINE
- PROPOSED CONTOUR
- EXISTING CONTOUR

CONSTRUCTION NOTES

1. PROTECT IN PLACE
2. ADJUST TO FINISH GRADE
4. SAWCUT PER DETAIL ON SHEET 6
7. CONSTRUCT BIKEWAY SECTION 4" ASPHALT OVER 6" CLASS II AGGREGATE BASE. SEE TYPICAL CROSS SECTION PER DETAIL ON SHEET 7
9. CONSTRUCT AC DIKE PER DETAIL ON SHEET 6
10. CONSTRUCT 0" CURB PER DETAIL C ON SHEET 6
15. CONSTRUCT PAVEMENT SECTION – 5.5" AC OVER 9.5" CLASS II AGGREGATE BASE. TENSAR TS–7 REINFORCEMENT OR APPROVED EQUAL TO BE UNDERLAIN ON PREPARED SUBGRADE.
16. CONSTRUCT TYPE "B–3" PIN ON CURB PER SDRSD G–06. CURB SHALL BE ANCHORED WITH STEEL DOWELS AND REINFORCING STEEL.
22. CPUC STD. NO. 8 RR WARNING DEVICE TO BE INSTALLED BY BNSF FORCES
23. CONSTRUCT TRUNCATED DOMES PER SDRSD G–30
27. SEE PLANTING PLANS
43. CONSTRUCT FULL DEPTH 7.5" PORTLAND CEMENT CONCRETE SECTION. CONCRETE MIX TO BE 3,500 PSI
53. FULL DEPTH PAVEMENT RECONSTRUCTION 5.5" AC OVER 9.5" CLASS 2 AGGREGATE BASE. TENSAR REINFORCEMENT OR APPROVED EQUAL TO BE UNDERLAIN ON PREPARED SUBGRADE
60. 5 CROSSING PANELS TO BE INSTALLED BY BNSF FORCES
61. FURNISH AND INSTALL RR TERMINATION BOX. PROVIDE 3" STUB FOR RR INTERCONNECT. COORDINATE WITH BNSF FOR EXACT LOCATION TERMINATION BOX.
62. RR SIGNAL HOUSE TO BE INSTALL BY BNSF FORCES
63. REPLACE EXISTING CROSSING FLASHERS WITH NEW LED RR FLASHERS BY BNSF FORCES
68. CONTRACTOR TO COORDINATE WITH SDG&E BEFORE CONSTRUCTION

GENERAL IMPROVEMENT NOTES

1. VERIFY THE EXISTENCE AND HORIZONTAL/VERTICAL LOCATION OF ALL UTILITIES WITHIN THE PROJECT AREA THAT MAY CONFLICT WITH THE PROPOSED CONSTRUCTION. VERIFY THAT ANY UTILITIES SHOWN TO BE RELOCATED BY OTHERS HAVE BEEN RELOCATED AND ARE NO LONGER IN CONFLICT.
2. SEE TRAFFIC SIGNAL PLANS AND SIGNING & STRIPING PLANS FOR REMOVAL RELOCATION AND/OR ADJUSTMENTS OF TRAFFIC RELATED IMPROVEMENTS.
3. SEE PLANTING AND IRRIGATION PLANS FOR REMOVALS, RELOCATIONS AND/OR ADJUSTMENTS OF PLANTING AND IRRIGATION RELATED IMPROVEMENTS.

DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THIS PROJECT, AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONAL CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF THESE PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF NATIONAL CITY IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR THE PROJECT DESIGN.

[redacted]

11/14/2023
DATE

PLANS FOR THE IMPROVEMENT OF:

BAYSHORE BIKEWAY SEGMENT 5

IMPROVEMENT PLANS

CITY OF NATIONAL CITY

STEPHEN MARGARELLO RCE# 29173
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
DATE

CIP NO.19–30

SHEET 31 OF 133 SHEETS

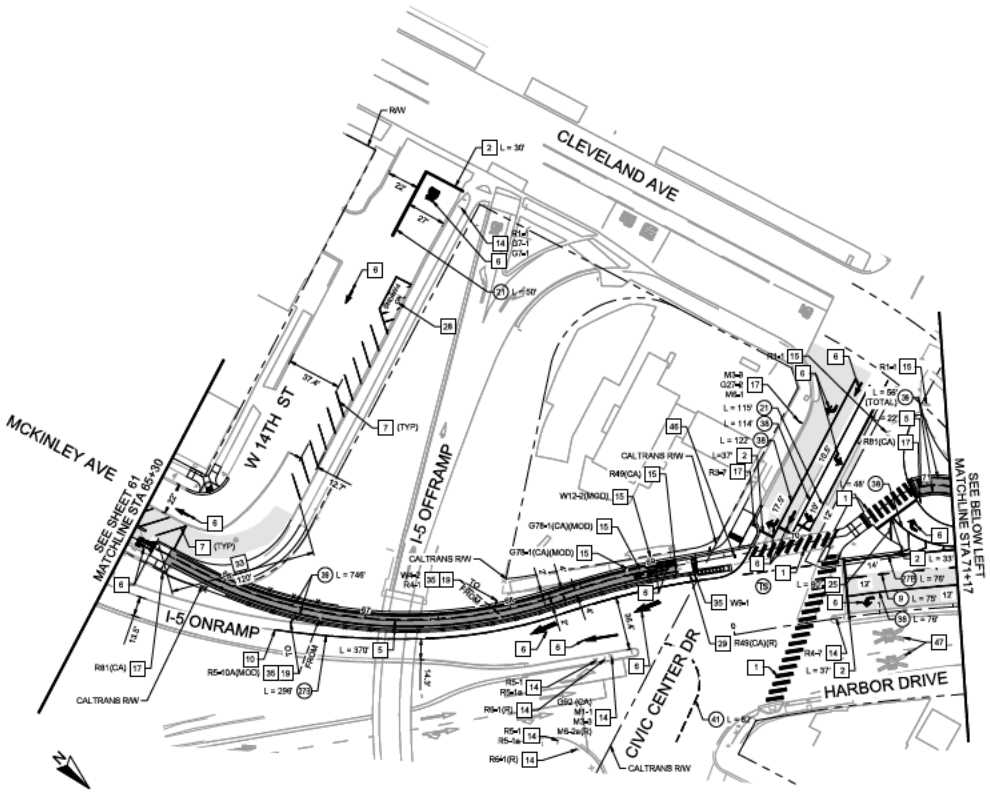
1620– 31 –D

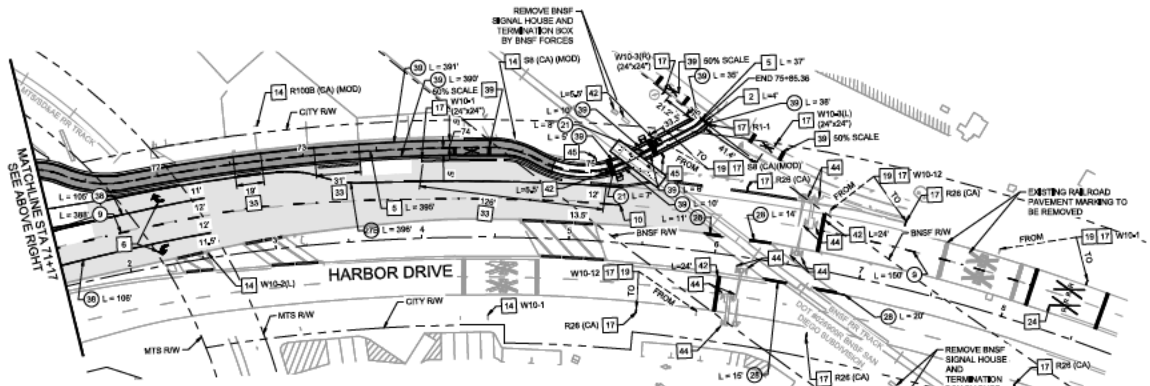
100% IMPROVEMENT PLANS – CITY OF NATIONAL CITY – BAYSHORE BIKEWAY SEGMENT 5

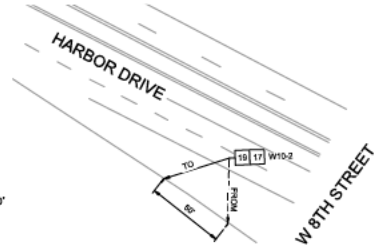
SURVEYOR:
BENCHMARK:
HORIZONTAL CONTROL:
CONSTRUCTION RECORDS
DATE STARTED:
INSPECTOR:
DATE COMPLETED:
GEOTECHNICAL OF RECORD
NAME / COMPANY / SIGNATURE
CONSTRUCTION SURVEYOR
NAME / COMPANY / SIGNATURE
ENGINEERING DEPARTMENT
AS–BUILT
BY / APPROVED / DATE
REVISIONS

DIGALERT
DIAL BEFORE YOU DIG
TWO WORKING DAYS BEFORE YOU DIG
TOLL FREE 1–800–227–2600
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

Plot date: 11/14/2023 2:33:43 PM







LEGEND

- (XX') EXISTING LANE WIDTH
- XX' NEW LANE WIDTH OR LENGTH OF NEW STRIPING
- (XX) STRIPING DETAIL PER LATEST CALTRANS STANDARD PLANS
- BIKE LANE ARROW PER CALTRANS STANDARD PLAN A24A
- BIKE LANE WITH PERSON SYMBOL PAVEMENT MARKING PER CALTRANS STANDARD PLAN A24C
- PEDESTRIAN SYMBOL PAVEMENT MARKING PER DETAIL ON SHEET 57
- TYPE VI ARROW PER CALTRANS STANDARD PLAN A24A
- TYPE IV (L) ARROW PER CALTRANS STANDARD PLAN A24A
- TYPE IV (R) ARROW PER CALTRANS STANDARD PLAN A24A
- TS TRAFFIC SIGNAL
- "STOP" PAVEMENT MARKING PER CALTRANS STANDARD PLAN A24D
- SLURRY SEAL PER SPECIFICATIONS
- TYPE I 10' ARROW PER CALTRANS STANDARD PLAN A24A
- TYPE I 24' ARROW PER CALTRANS STANDARD PLAN A24A

STRIPING DETAILS

- (9) INSTALL WHITE LANE LINE (DETAIL 9) PER CALTRANS STD. PLAN A20A
- (21) INSTALL YELLOW NO PASSING ZONE-TWO DIRECTION CENTERLINE (DETAIL 21) PER CALTRANS STD. PLAN A20A
- (27B) INSTALL WHITE RIGHT EDGE LINE (DETAIL 27B) PER CALTRANS STD. PLAN A20B
- (28) INSTALL YELLOW MEDIAN ISLAND LINES (DETAIL 28) PER CALTRANS STD. PLAN A20B
- (38) INSTALL WHITE CHANNELIZING LINE (DETAIL 38) PER CALTRANS STD. PLAN A20D
- (39) INSTALL WHITE BIKE LANE LINE (DETAIL 39) PER CALTRANS STD. PLAN A20D
- (41) INSTALL WHITE LANE LINE EXTENSION (DETAIL 41) PER CALTRANS STD. PLAN A20D

SIGNING AND MARKING NOTES

- 1 INSTALL WHITE THERMOPLASTIC CONTINENTAL CROSSWALK PER DETAIL ON SHEET 57.
- 2 INSTALL 12" WHITE THERMOPLASTIC LIMIT LINE AS SHOWN ON PLAN.
- 5 INSTALL BROKEN YELLOW SHARED USE PATH CENTERLINE PER MUTCD FIGURE 9C-2A.
- 6 INSTALL THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STANDARD PLAN. SEE LEGEND ON THIS SHEET.
- 7 INSTALL ANGLED PARKING STALL PER DETAIL ON SHEET 57.
- 10 MATCH EXISTING STRIPING
- 14 EXISTING SIGN TO REMAIN
- 15 REMOVE AND SALVAGE EXISTING SIGN
- 17 FURNISH AND INSTALL NEW SIGN ON BREAK AWAY POST PER CITY STANDARD DRAWING NO 112-S-B
- 19 REMOVE AND REPLACE SIGN PER PLAN
- 23 FURNISH AND INSTALL NEW SIGN ON BREAK-AWAY POST PER CITY STANDRAD DRAWING NO. 112-S-B
- 24 INSTALL HIGHWAY-RAIL GRADE CROSSING PAVEMENT MARKING PER MUTCD FIGURE 8B-7
- 25 FURNISH AND INSTALL 6" WIDE WHITE 2-COAT PAINT DIAGONAL MARKINGS AT 45° AND 12' SPACING CENTER TO CENTER.
- 28 DIAGONAL NO PARKING ZONE STRIPING PER DETAIL ON SHEET 57
- 29 FURNISH AND INSTALL NEW SIGN MOUNTED ON RETAINING WALL.
- 33 PAINT EXISTING CURB RED
- 35 FURNISH AND INSTALL NEW SIGN ON WOOD POST PER CALTRANS STD. PLAN RS2
- 39 RAILROAD CROSSING SYMBOL (THERMOPLASTIC) PER CALTRANS STD. PLAN A24B
- 42 INSTALL 24" WHITE THERMOPLASTIC LIMIT LINE AS SHOWN ON PLAN.
- 44 REPLACE EXISING RR FLASHERS WITH NEW LED RR FLASHERS BY BNSF FORCES
- 45 CITY CONTRACTOR TO INSTALL DOUBLE SIDED R15-8 ON BREAK-AWAY POST. SIGN TO BE 15' MIN. FROM CENTERLINE OF RAILROAD TRACK
- 46 INSTALL GREEN SHUR-CURB BOLTED POLE DELINEATOR IN CENTER OF BIKEWAY ENTRANCE PARALLEL TO DIRECTION OF TRAVEL.
- 47 REMOVE EXISTING RXR MARKINGS AND BLACK PAINT WITH SAND BLASTING OR GRINDING.

GENERAL IMPROVEMENT NOTES

1. SEE TRAFFIC SIGNAL PLANS FOR REMOVAL RELOCATION AND/OR ADJUSTMENTS OF TRAFFIC RELATED IMPROVEMENTS.
2. SEE PLANTING AND IRRIGATION PLANS FOR REMOVALS, RELOCATIONS AND/OR ADJUSTMENTS OF LANDSCAPE AND IRRIGATION RELATED IMPROVEMENTS.

DIGALERT — CALL BEFORE YOU DIG — TWO WORKING DAYS BEFORE YOU DIG — TOLL FREE 1-800-227-2600 — A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THIS PROJECT, AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONAL CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF THESE PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF NATIONAL CITY IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR THE PROJECT DESIGN.

[redacted] 11/14/2023
PRINTED NAME DATE

CALIFORNIA — NATIONAL CITY — 1887 — INCORPORATED

PLANS FOR THE IMPROVEMENTS OF:

BAYSHORE BIKEWAY SEGMENT 5

SIGNING AND STRIPING PLANS

CITY OF NATIONAL CITY

STEPHEN MARGARELLO RCE# 29173 — DATE
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

CIP NO.19-20

SHEET 62 OF 133 SHEETS — 1620-62-D

ENGINEERING DEPARTMENT — AS-BUILT — REVISIONS — BY — APPROVED — DATE:
CONSTRUCTION SURVEYOR — NAME — COMPANY — SIGNATURE
GEOTECHNICAL OF RECORD — NAME — COMPANY — SIGNATURE
CONSTRUCTION RECORDS — DATE STARTED: — INSPECTOR: — DATE COMPLETED:
SURVEYOR: — BENCHMARK: — HORIZONTAL CONTROL:

100% IMPROVEMENT PLANS - CITY OF NATIONAL CITY - BAYSHORE BIKEWAY SEGMENT 5

Plot date: 11/14/2023 10:42:59 AM

CONDUIT AND CONDUCTOR SCHEDULE

AWG SIZE OR CABLE TYPE	POLE OR CIRCUIT	CONDUIT SIZE AND RUN 1-3"	1-3"	2-3"	1-3"	2-3"	3-3"
		1	2	3	4	5	6
3 COND	POLE A						1
	POLE B						1
	POLE C			1	1		1
	POLE D				1	1	1
12 COND	POLE E						1
	3 & 12 COND TOTALS			1	3	1	1	3
#6	SIGNAL SERVICE						2
#8	COMMON GROUND	1	1	1	1	1	1
#10	SAFETY LIGHTING	2	2	2	2	2	
16 COND,	RR INTERCONNECT				1		1	1
6#20	TSIC				1	1		
VID-POWER	VIDEO DETECTION				1	1	1	1
VID-COAX					1	1	1	1
TOTAL CONDUCTORS / CABLES		3	4	10	7	8	10
% CONDUIT FILL		2%	9%	18%	14%	11%	19%

NOTE: ALL NEW WIRING AND CONDUIT.
*NEW CONTROLLER FOUNDATION SHALL HAVE A SPARE 3" CONDUIT INSTALLED TO THE ADJACENT HOME RUN PULL BOX FOR FUTURE USE.

DETECTOR ASSIGNMENT

DETECTOR	PHASE	SLOT	TERMINAL
1	Ø2	12U	VIDEO
FLASH	FLASH	11-4U	T8-10&COM12

POLE AND EQUIPMENT SCHEDULE

NO.	TYPE	HEIGHT	SIG. M.A.	LUM. M.A.	LUM. LED	PLACEMENT STA, OFFSET	MOUNTING AND PLACEMENT VEHICLE SIGNAL MOUNTING	INDICATION	PHASE	NOTES
A	TYPE 1-A	10'	-	-	-	STA, 6+72.8, 49.7'L	TV-/-T	R,Y,GA	Ø2	
B	TYPE 15D	30'	-	12' 12'	130W 130W	STA, 7+25, 4.8'L	-	-	-	
C	TYPE 1-A	4'-8"	-	-	-	STA,6+71, 6.7'L	TV-/-T	R,Y,GA	Ø2	
D	23-4-100	17'	35'	-	-	STA,5+36, 3.8'R	MAT MAS	R,Y,GA R,Y,GA	Ø2 Ø2	
E	TYPE 15D	30'	-	12' 12'	130W 130W	STA,5+31, 6.4'R	-	-	-	

NOTE: ALL NEW EQUIPMENT.
ALL NEW LED LUMINAIRES SHALL BE CREE/BETA LED SERIES MODEL NO. STRL-WY-3M-HT-08-E-UL-SVA-525-CB-MA-UTL-40K OR APPROVED EQUAL.

PROPOSED PHASE DIAGRAM

NOT USED	→	NOT USED	NOT USED
Ø1	Ø2	Ø3	Ø4
NOT USED	NOT USED	NOT USED	NOT USED
Ø5	Ø6	Ø7	Ø8

FLASHING OPERATION SHALL BE ALL RED DURING FAULT.

TRAFFIC SIGNAL CONSTRUCTION NOTES:

PP PROTECT IN PLACE.
1 FURNISH AND INSTALL SIGN ON POLE PER PLAN.
2 FURNISH AND INSTALL SIGN ON MAST ARM PER PLAN.
3 FURNISH AND INSTALL RR TERMINATION BOX, PROVIDE 3" STUB FOR RR INTERCONNECT. COORDINATE WITH BNSF FOR EXACT LOCATION OF TERMINATION BOX.
4 FURNISH AND INSTALL MODEL 2070LX CONTROLLER WITH UNIT CHASSIS, 2070-1C CPU MODULE UPLOADED WITH INTELIGHT MAXTIME SOFTWARE, 2070-2E+ I/O, 2070-3S FRONT PANEL AND 2070-4A POWER SUPPLY MODULES. ONE (1) BLANK 8MB DATA KEY, MCCAIN RRIP, BATTERY BACKUP SYSTEM AND CONTROLLER ASSEMBLIES PER SPECIFICATIONS. PROVIDE WARNING LABEL INSIDE THE TRAFFIC SIGNAL CABINET STATING THAT THE SIGNAL IS INTERCONNECTED WITH THE RAILROAD. PROVIDE CONTACT INFORMATION FOR HIGHWAY AND RAILROAD AGENCY.
5 FURNISH AND INSTALL TYPE III-BF SIGNAL AND LIGHTING SERVICE PER CALTRANS STANDARD PLAN ES-2E. PROVIDE 50A-1P CIRCUIT BREAKER FOR SIGNAL (METERED) AND 30A-1P CIRCUIT BREAKER FOR LIGHTING (UNMETERED).
6 FURNISH AND INSTALL ITERIS VANTAGE VECTOR HYBRID VIDEO DETECTION CAMERA (OR APPROVED EQUAL) ON 2.5' VERTICAL RISER. ALL EQUIPMENT NEEDED IN CONTROLLER AND ALL REQUIRED WIRING (OR APPROVED EQUAL).
7 PROPOSED RR SIGNAL HOUSE BY BNSF. FINAL LOCATION SHALL BE DETERMINED BY BNSF FORCES.
8 QUEUE CUTTER DETECTION ZONE TO BE PLACED 160' FROM NEAREST RAIL TO BACK OF DETECTION ZONE. FINAL PLACEMENT TO BE DETERMINED IN FIELD.

ABBREVIATIONS LIST:

EX. - EXISTING
TSIC - TRAFFIC SIGNAL INTERCONNECT CABLE

DETAIL A

RED BALL
YELLOW BALL
GREEN ARROW

SIGN LEGEND

DO NOT STOP ON TRACKS R8-8 24"X30"
STOP HERE ON RED R10-6(R) 24"X36"
STOP HERE ON RED R10-6(L) 24"X36"

PROPOSED NORMAL OPERATION SEQUENCE:

1. THE QUEUE CUTTER TRAFFIC SIGNAL DETECTS A VEHICLE IN THE QUEUE DETECTION ZONE FOR A MINIMUM OF 5 CONTINUOUS SECONDS. THE VEHICULAR INDICATIONS FOR Ø2 TRANSITIONS TO YELLOW INDICATIONS.
2. STEADY RED INDICATIONS FOR ALL VEHICULAR SIGNALS.
3. IF NO RAILROAD PREEMPTION, NORMAL OPERATIONS RESUME WHEN VEHICLES ARE NO LONGER DETECTED IN THE QUEUE DETECTION ZONE AT THE QUEUE CUTTER TRAFFIC SIGNAL.

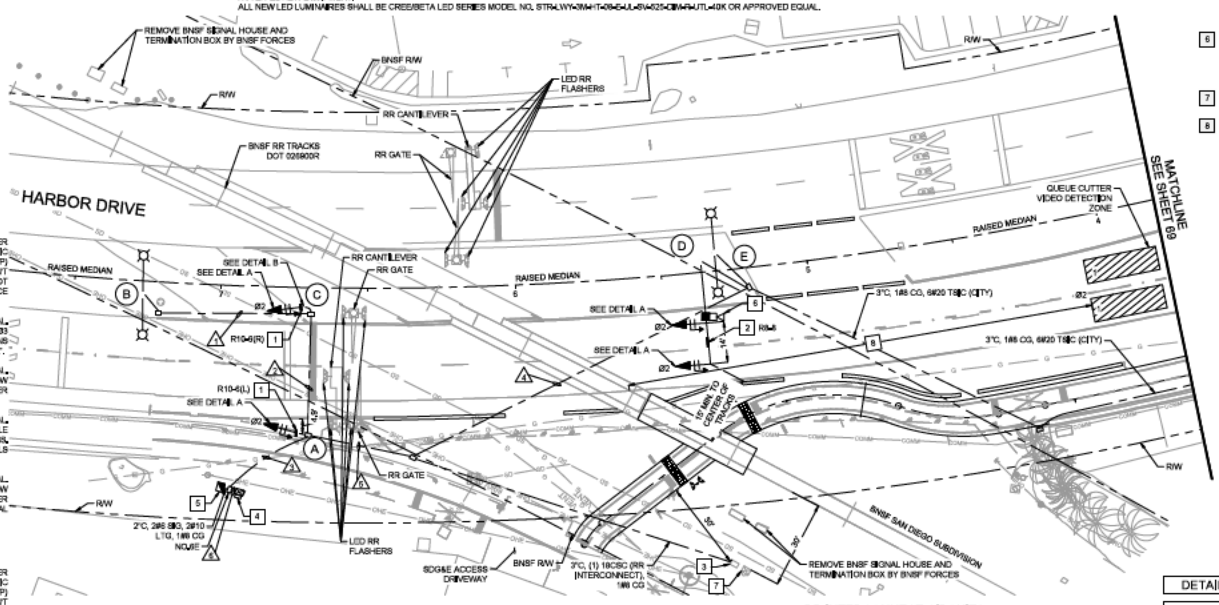
PROPOSED RR PREEMPTION SEQUENCE:

(SCENARIO 1: WHEN VEHICLE DETECTED AT EB CIVIC CENTER DR)
1. TRAIN ENTERS TRACK CIRCUIT ASSOCIATED WITH "TCR" INTERCONNECT CIRCUIT. QUEUE CUTTER VEHICULAR INDICATIONS DISPLAYING GREEN (Ø2) BEGIN YELLOW CLEARANCE. FOR THE TRAFFIC SIGNAL AT HARBOR DRIVE AND CIVIC CENTER DRIVE, EMERGENCY VEHICLE PREEMPTION (EVP) CALL TRUNCATES ANY PEDESTRIAN SIGNALS SHOWING "WALK" AND BEGINS FULL FLASHING "DONT WALK" PEDESTRIAN CLEARANCE PHASE. PEDESTRIAN SIGNALS NOT SHOWING "WALK" WILL NOT START A "WALK" DISPLAY. VEHICLE INDICATIONS DISPLAYING GREEN BEGIN YELLOW CLEARANCE (EXCEPT Ø5, WHICH IF GREEN REMAINS GREEN).
2. STEADY RED INDICATIONS FOR ALL VEHICULAR SIGNALS AT THE QUEUE CUTTER TRAFFIC SIGNAL. FOR THE TRAFFIC SIGNAL AT HARBOR DRIVE AND CIVIC CENTER DRIVE, EVP CALL TRANSITIONS Ø5 VEHICULAR SIGNALS TO GREEN INDICATION, UNLESS ALREADY GREEN, STEADY RED INDICATIONS FOR ALL OTHER VEHICULAR INDICATIONS, ALL PEDESTRIAN SIGNALS DISPLAY SOLID "DONT WALK".
3. STEADY RED INDICATIONS REMAIN FOR ALL VEHICULAR SIGNALS AT THE QUEUE CUTTER SIGNAL. FOR THE TRAFFIC SIGNAL AT HARBOR DRIVE AND CIVIC CENTER DRIVE, BEGIN YELLOW CLEARANCE FOR Ø5 VEHICULAR SIGNALS, STEADY RED INDICATIONS REMAIN FOR ALL OTHER VEHICULAR SIGNALS, ALL PEDESTRIAN SIGNALS REMAIN SOLID "DONT WALK".
4. STEADY RED INDICATIONS REMAIN FOR ALL VEHICULAR SIGNALS AT THE QUEUE CUTTER SIGNAL. FOR THE TRAFFIC SIGNAL AT HARBOR DRIVE AND CIVIC CENTER DRIVE, EMERGENCY VEHICLE PREEMPTION (EVP) CALL TRANSITIONS Ø2+Ø5 VEHICULAR SIGNALS TO GREEN INDICATIONS, STEADY RED INDICATIONS REMAIN FOR ALL OTHER VEHICULAR INDICATIONS, ALL PEDESTRIAN SIGNALS REMAIN SOLID "DONT WALK".
5. STEADY RED INDICATIONS REMAIN FOR ALL VEHICULAR SIGNALS AT THE QUEUE CUTTER SIGNAL. FOR THE TRAFFIC SIGNAL AT HARBOR DRIVE AND CIVIC CENTER DRIVE, BEGIN YELLOW CLEARANCE FOR Ø2+Ø5 VEHICULAR SIGNALS, STEADY RED INDICATIONS REMAIN FOR ALL OTHER VEHICULAR SIGNALS, ALL PEDESTRIAN SIGNALS REMAIN SOLID "DONT WALK", NORMAL OPERATIONS RESUME.
6. AT THE END OF PREEMPTION, QUEUE CUTTER SIGNAL RESUMES NORMAL OPERATION.

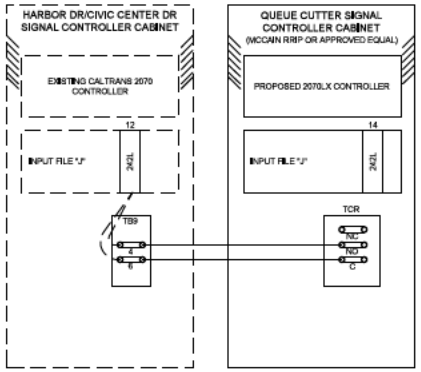
(SCENARIO 2: WHEN NO VEHICLE DETECTED AT EB CIVIC CENTER DR)
1. TRAIN ENTERS TRACK CIRCUIT ASSOCIATED WITH "TCR" INTERCONNECT CIRCUIT. QUEUE CUTTER VEHICULAR INDICATIONS DISPLAYING GREEN (Ø2) BEGIN YELLOW CLEARANCE. FOR THE TRAFFIC SIGNAL AT HARBOR DRIVE AND CIVIC CENTER DRIVE, EMERGENCY VEHICLE PREEMPTION (EVP) CALL TRUNCATES ANY PEDESTRIAN SIGNALS SHOWING "WALK" AND BEGINS FULL FLASHING "DONT WALK" PEDESTRIAN CLEARANCE PHASE. PEDESTRIAN SIGNALS NOT SHOWING "WALK" WILL NOT START A "WALK" DISPLAY. VEHICLE INDICATIONS DISPLAYING GREEN BEGIN YELLOW CLEARANCE (EXCEPT Ø2 OR Ø5, WHICH IF GREEN REMAINS GREEN).
2. STEADY RED INDICATIONS FOR ALL VEHICULAR SIGNALS AT THE QUEUE CUTTER SIGNAL. FOR THE TRAFFIC SIGNAL AT HARBOR DRIVE AND CIVIC CENTER DRIVE, EVP CALL TRANSITIONS Ø2+Ø5 VEHICULAR SIGNALS TO GREEN INDICATIONS, UNLESS ALREADY GREEN, STEADY RED INDICATIONS FOR ALL OTHER VEHICULAR INDICATIONS, ALL PEDESTRIAN SIGNALS DISPLAY SOLID "DONT WALK".
3. STEADY RED INDICATIONS REMAIN FOR ALL VEHICULAR SIGNALS AT THE QUEUE CUTTER SIGNAL. FOR THE TRAFFIC SIGNAL AT HARBOR DRIVE AND CIVIC CENTER DRIVE, BEGIN YELLOW CLEARANCE FOR Ø2+Ø5 VEHICULAR SIGNALS, STEADY RED INDICATIONS REMAIN FOR ALL OTHER VEHICULAR SIGNALS, ALL PEDESTRIAN SIGNALS REMAIN SOLID "DONT WALK", NORMAL OPERATIONS RESUME.
4. AT THE END OF PREEMPTION, QUEUE CUTTER SIGNAL RESUMES NORMAL OPERATION.

INPUT LOGIC SCENARIOS

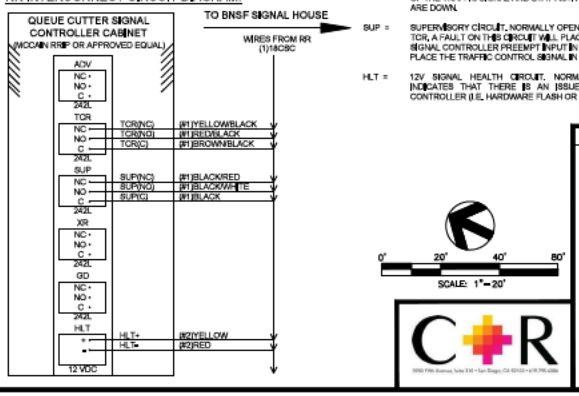
	TCR	SUP	STATE
1. NO PREEMPTION CALL	CLOSED	OPEN	NORMAL
2. CALL: ADV VEH PREEMPT (TCR)	OPEN	CLOSED	PREEMPT
3. SUPERVISORY FAULT	CLOSED	CLOSED	FAULT
4. SUPERVISORY FAULT	OPEN	OPEN	FAULT



TRAFFIC SIGNAL INTERCONNECT CIRCUIT DIAGRAM:



RR INTERCONNECT CIRCUIT DIAGRAM:



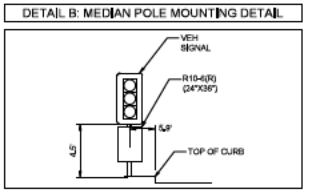
RR INTERCONNECT CIRCUITS:

TCR = TRAFFIC CONTROL RELAY. NORMALLY CLOSED; WHEN OPEN, INDICATES THAT A TRAIN IS APPROACHING, THE CIRCUIT WILL CALL THE EVP PHASE OF THE TRAFFIC SIGNAL AND STAY ACTIVE UNTIL THE CROSSING GATES ARE DOWN.

SUP = SUPERVISORY CIRCUIT. NORMALLY OPEN; REVERSE OPERATION OF TCR, A FAULT ON THIS CIRCUIT WILL PLACE THE TRAFFIC CONTROL SIGNAL CONTROLLER PREEMPT INPUT IN AN ACTIVE STATE WHICH WILL PLACE THE TRAFFIC CONTROL SIGNAL IN AN ALL RED FLASH.

HLT = 12V SIGNAL HEALTH CIRCUIT. NORMALLY CLOSED; WHEN OPEN, INDICATES THAT THERE IS AN ISSUE WITH THE TRAFFIC SIGNAL CONTROLLER (I.E. HARDWARE FLASH OR POWER OUTAGE).

DETAIL B: MEDIAN POLE MOUNTING DETAIL



SCALE: 1"=20'

DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THIS PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONAL CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF THE PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF NATIONAL CITY IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR THE PROJECT DESIGN.

TONG TAKAHASHI, #1922 — 11/07/2023 DATE

CITY OF NATIONAL CITY

PLANS FOR THE IMPROVEMENTS ON:

BAYSHORE BIKEWAY SEGMENT 5
HARBOR DR. QUEUE CUTTER TRAFFIC SIGNAL PLAN
CITY OF NATIONAL CITY

STEPHEN MANGARELLO, RCE# 29373 — DATE
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

CIP NO.19-20

SHEET 70 OF 133 SHEETS — 1920-70-D

DIGALERT — DIAL BEFORE YOU DIG — TWO WORKING DAYS BEFORE YOU DIG — TOLL FREE 1-800-227-2600 — A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

CONSTRUCTION RECORDS — SURVEYOR: — BENCHMARK: — HORIZONTAL CONTROL: — DATE STARTED: — INSPECTOR: — DATE COMPLETED:
GEOTECHNICAL OF RECORD — NAME — COMPANY — SIGNATURE
CONSTRUCTION SURVEYOR — NAME — COMPANY — SIGNATURE
BY — APPROVED — DATE
ENGINEERING DEPARTMENT — AS-BUILT — REVISIONS

Plot date: 11/3/2023 8:49:13 AM

100% IMPROVEMENT PLANS – CITY OF NATIONAL CITY – BAYSHORE BIKEWAY SEGMENT 5

Contract Number: BF20253718-A-0002
Amendment Number: 2

Exhibit D-2

BNSF COST ESTIMATE

National City Bayshore Bikeway
Segment 5

Harbor Dr
LS 7600 MP 272.34
San Diego Sub
DOT# 026900R

Administration	$ 30,000
Inspection/Coordination/Cutover Support	$ 100,000
Track Work	$ 100,000
Signal Work	$ 750,000
Contingency @ 20%	$ 196,000
TOTAL	**$ 1,176,000**

Note: This is an estimate only. BNSF will bill on an actual cost basis.

RESOLUTION NO. 2026 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT TO GRADE CROSSING CONSTRUCTION AND MAINTENANCE AGREEMENT WITH BNSF RAILWAY COMPANY FOR THE BAYSHORE BIKEWAY SEGMENT 5 AND CONNECTIONS PROJECT, CIP NO. 19-24.

WHEREAS, the Bayshore Bikeway Segment 5 and Connections Project, CIP No. 19-24 ("Project"), will add nearly 1.5 miles of protected bicycle facilities along Harbor Drive, McKinley Avenue, W. 23rd Street, and Marina Way in the City of National City ("City"), as well as a dedicated pedestrian and bicycle pathway on 19th Street under the I-5 overpass, providing safer connections for vulnerable roadway users between the Westside Neighborhood and the Bayshore Bikeway; and

WHEREAS, the bike lane alignment for the Project encroached on parcels owned or controlled by entities other than the City – San Diego Gas & Electric Company, BNSF Railway Company, the San Diego Metropolitan Transit System, and the San Diego Unified Port District – and required permission from and individual agreements with each entity; and

WHEREAS, on June 20, 2023, the City Council adopted Resolution No. 2023-80 approving agreements with BNSF Railway Company ("BNSF") related to the Project, including a Grade Crossing Construction and Maintenance (the "Agreement"); and

WHEREAS, the Agreement granted the City the right to install certain Project improvements on two BNSF properties located along Harbor Drive, north of Civic Center Drive, and along Bay Marina Drive, west of Cleveland Avenue; and

WHEREAS, on September 29, 2025, City and BNSF entered into a First Amendment to the Agreement, extending the temporary non-exclusive license granted by BNSF to City for construction of the Project; and

WHEREAS, after completing further review of the Project scope to identify cost reductions, the City realigned the bicycle facilities along Bay Marina Drive, resulting in removal of the encroachment on BNSF property; and

WHEREAS, a second amendment to the Agreement is necessary to reflect the revised scope of the Agreement, removing the BNSF crossings along Bay Marina Drive and updating the BNSF cost estimate, reducing costs by narrowing the BNSF scope of work associated with those crossings.

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

Section 1: That the City Council hereby authorizes the City Manager, or their designee, to execute the Second Amendment to Grade Crossing Construction and Maintenance Agreement with BNSF Railway Company for the Bayshore Bikeway Segment 5 and Connections project, CIP No.19-24, attached to the Agenda Report as Exhibit A, and authorizes the City

Manager, or their designee, to execute future amendments to the Grade Crossing Construction and Maintenance Agreement or related easement agreements with BNSF Railway Company.

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 30th day of June, 2026.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Heidi Skinner, City Attorney

AGENDA REPORT

Department: **Engineering and Public Works**
Prepared by: **Luca Zappiello, Principal Civil Engineer**
Meeting Date: **Tuesday, June 30, 2026**
Approved by: **Douglas J. Schulze, City Manager**

SUBJECT:
Awarding a Contract to Borja Engineering & Construction, Inc. for Public Restroom Improvements at MLK Jr. Community Center, National City Public Library, Kimball Park, and Las Palmas Pool Building, CIP No. 26-09.

RECOMMENDATION:
Adopt a Resolution Entitled, Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Borja Engineering & Construction, Inc. in the Not-To-Exceed Amount of $485,961.21 for Public Restroom Improvements at the Martin Luther King Jr. Community Center, National City Public Library, Kimball Park, and Las Palmas Pool Building, CIP No. 26-09; 2) Authorizing a 15% Contingency in the Amount of $72,894.18 for any Unforeseen Changes; and 3) Authorizing the Mayor to Execute the Contract."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Community Development Block Grant (CDBG) funding was awarded to the City of National City to complete the following public restroom improvements:

- Martin Luther King Jr. Community Center – Full renovation of the existing men's and women's public restrooms.
- National City Public Library – Replacement of partitions in four public restrooms.
- Kimball Park restrooms near the baseball fields – Replace outdoor sinks, exterior doors, locks, toilets, toilet paper holders, painting the interiors, updating signage, and installing new light fixtures inside and outside.
- Kimball Park restrooms near the playground – Replace outdoor sinks, exterior doors, locks, toilets, toilet paper holders, baby changing stations, painting the interiors, updating signage, and replacing light fixtures inside and out.
- Kimball Park restrooms along A Avenue – Replace toilets, toilet paper holders, sinks, baby changing stations, painting the interiors, updating signage, and installing new light fixtures inside and outside.
- Kimball Park restrooms near amphitheater – Replace plumbing fixtures (toilets, urinals, sinks), lighting fixtures, boilers, toilet paper holders, hand dryers, doors, drinking fountains, signage, painting the interiors, and replacing corroded plumbing with black ABS piping.

The following improvements will be completed using CIP funds for facility upgrades:

- Las Palmas Pool Building restroom – Complete renovation and ADA improvements for one restroom adjacent to the office area.

On April 16, 2026, a bid solicitation was posted on PlanetBids, which is a free public electronic bidding system for contractors. On April 22, 2026, and April 23, 2026, the bid solicitation was advertised in the local newspaper. On May 14, 2026, four (4) bids were received by the 2:00 p.m. deadline and Borja Engineering & Construction, Inc. was the apparent lowest bidder with a total bid amount of $485,961.21.

Upon review of all documents submitted, Borja Engineering & Construction, Inc.'s bid was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Staff recommends awarding a contract to Borja Engineering & Construction, Inc., in the not-to-exceed amount of $485,961.21 and authorizing a 15% contingency in the amount of $72,894.18 to address any unforeseen conditions that may arise during construction.

Construction is estimated to be completed by Fall 2026.

FINANCIAL STATEMENT:
Funding for contract award and 15% contingency is available through prior City Council authorized appropriations to the following expenditure accounts:

Contract Award
301-10-18-18500-7898-7050301 (CDBG - Public Restroom Rehabilitation and Upgrades) - $429,310.63

399-10-18-18500-7598-1500100 (Facility Upgrades CIP) - $56,650.58

15% Contingency
399-10-18-18500-7598-1500100 (Facility Upgrades CIP) - $72,894.18

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

ENVIRONMENTAL REVIEW:
This is a project under CEQA subject to a Categorical Exemption. Existing Facilities. CCR 15301(c).

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

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A - Bid Opening Summary
Exhibit B - Three Lowest Bidders Summary
Exhibit C - Owner-Contractor Agreement
Exhibit D - Resolution

BID OPENING SUMMARY

NAME:	Improvements to Kimball Park, Las Palmas Park, The Library and MLK Restrooms
CIP NO:	26-09
DATE:	May 14, 2026
TIME:	2:00 P.M.
ESTIMATE:	$495,000
PROJECT ENGINEER:	Luca Zappiello

NO.	BIDDER'S NAME	BASE BID AMOUNT
1	Borja Engineering & Construction, Inc 16766 Bernardo Center Dr Ste 214 San Diego, California 92128	$485,961.21
2	HSCC, Inc. 9411 Bond Avenue Lakeside, California 92021	$660,000.00
3	GQ Builders, Inc. PO Box 1488 Rancho Santa Fe, California 92067	$721,879.00
4	YBS Construction Engineering 1205 S. 43rd St Suite 150 San Diego, California 92113	$772,000.00

Engineering & Public Works Department

Improvements to Kimball Park, Las Palmas Park, The Library and MLK Restrooms (Non-PLA) (CIP No. 26-09)

Three Lowest Bidders Summary

Bid Opening: May 14, 2026 2:00 PM

				Borja Engineering & Construction, Inc 16766 Bernardo Center Dr Ste 214 San		HSCC, Inc. 9411 Bond Avenue Lakeside, California 92021		GQ Builders, Inc. PO Box 1488 Rancho Santa Fe, California 92067	
Num	**Unit**	**Quantity**	**Description**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**
Base Bid (MLK Jr. Restrooms)									
1	LS	1	Martin Luther King Jr. Community Ce	$81,363	$81,363	$104,384	$104,384	$221,000	$221,000
			Subtotal	$81,363.38		$104,384.00		$221,000.00	
Base Bid (Kimball Park General Restrooms)									
2	LS	1	Remove Existing Doors and Hardware	$3,181	$3,181	$120,616	$120,616	$50,400	$50,400
3	EA	6	Remove and Replace Toilets	$1,625	$9,747	$0	$0	$4,000	$24,000
4	EA	6	Remove and Replace Toilet Paper Dis	$1,625	$9,747	$0	$0	$590	$3,540
5	LS	1	Remove and Replace Grab Bars	$6,514	$6,514	$0	$0	$886	$886
6	EA	1	Remove and Replace Baby Changing	$6,514	$6,514	$0	$0	$5,888	$5,888
7	LS	1	Remove and Replace Interior and Ext	$4,264	$4,264	$0	$0	$5,670	$5,670
8	LS	1	Remove and Replace Corroded Ball V	$6,514	$6,514	$0	$0	$2,029	$2,029
9	LS	1	Remove and Replace Dual Station Dr	$6,514	$6,514	$0	$0	$11,056	$11,056
10	EA	2	Remove and Replace Sink/Faucet	$3,257	$6,514	$0	$0	$6,415	$12,830
11	EA	1	Remove and Replace Soap Dispenser	$6,514	$6,514	$0	$0	$828	$828
12	EA	1	Remove and Replace Hand Dryer	$6,514	$6,514	$0	$0	$3,065	$3,065
13	LS	1	Paint and Apply Graffiti Coating the I	$9,165	$9,165	$0	$0	$19,308	$19,308
14	LS	1	Remove Existing Restroom Signage a	$6,514	$6,514	$0	$0	$2,906	$2,906
			Subtotal	$88,220.00		$120,616.00		$142,406.00	
Base Bid (Las Palmas Park Pool Restrooms)									
15	LS	1	Las Palmas Park Pool Restroom - Full	$33,845	$33,845	$50,000	$50,000	$72,582	$72,582
16	LS	1	Men's Restroom Rehabilitation	$9,165	$9,165	$0	$0	$8,250	$8,250
17	LS	1	Women's Restroom Rehabilitation	$9,165	$9,165	$0	$0	$8,250	$8,250
			Subtotal	$52,175.46		$50,000.00		$89,082.00	
Base Bid (National City Library Restroom Partitions)									
18	LS	1	Remove and Replace Restroom Partit	$4,887	$4,887	$70,000	$70,000	$21,227	$21,227
			Subtotal	$4,887.22		$70,000.00		$21,227.00	
Additive Bid (Kimball Park Playground Restrooms)									
19	LS	1	Remove Existing Doors and Hardware	$3,181	$3,181	$110,000	$110,000	$3,971	$3,971
20	EA	2	Remove and Replace Toilets	$1,625	$3,249	$0	$0	$8,121	$16,242
21	EA	2	Remove and Replace Toilet Paper Dis	$1,625	$3,249	$0	$0	$532	$1,064

				Borja Engineering & Construction, Inc 16766 Bernardo Center Dr Ste 214 San		HSCC, Inc. 9411 Bond Avenue Lakeside, California 92021		GQ Builders, Inc. PO Box 1488 Rancho Santa Fe, California 92067	
Num	Unit	Quantity	Description	Unit Price	Line Total	Unit Price	Line Total	Unit Price	Line Total
22	LS	1	Remove and Replace Grab Bars	$6,514	$6,514	$0	$0	$880	$880
23	EA	1	Remove and Replace Baby Changing	$6,514	$6,514	$0	$0	$5,842	$5,842
24	LS	1	Remove and Replace Interior and Ext	$3,520	$3,520	$0	$0	$2,485	$2,485
25	LS	1	Remove and Replace Dual Station Dr	$6,514	$6,514	$0	$0	$7,958	$7,958
26	EA	1	Remove and Replace Sink/Faucet	$6,514	$6,514	$0	$0	$10,962	$10,962
27	EA	1	Remove and Replace Soap Dispenser	$3,257	$3,257	$0	$0	$345	$345
28	EA	1	Remove and Replace Hand Dryer	$6,514	$6,514	$0	$0	$5,998	$5,998
29	EA	2	Remove and Replace Water Heaters	$6,514	$13,029	$0	$0	$2,900	$5,800
30	LS	1	Paint and Apply Graffiti Coating the I	$9,165	$9,165	$0	$0	$2,681	$2,681
31	LS	1	Remove Existing Restroom Signage a	$6,514	$6,514	$0	$0	$968	$968
			Subtotal	$77,736.07		$110,000.00		$65,196.00	
Additive Bid (Kimball Park Restrooms along A Avenue)									
32	EA	1	Remove and Replace Door for Plumb	$2,437	$2,437	$100,000	$100,000	$15,963	$15,963
33	EA	4	Remove and Replace Toilets	$1,625	$6,498	$0	$0	$3,842	$15,368
34	EA	4	Remove and Replace Toilet Paper Dis	$1,625	$6,498	$0	$0	$702	$2,808
35	LS	1	Remove and Replace Grab Bars	$6,514	$6,514	$0	$0	$880	$880
36	EA	2	Remove and Replace Urinals	$6,514	$13,029	$0	$0	$7,180	$14,360
37	EA	1	Remove and Replace Baby Changing	$6,514	$6,514	$0	$0	$4,970	$4,970
38	LS	1	Remove and Replace Interior and Ext	$1,895	$1,895	$0	$0	$4,615	$4,615
39	EA	1	Remove and Replace Drinking Founta	$1,625	$1,625	$0	$0	$7,958	$7,958
40	EA	2	Remove and Replace Sink/Faucet	$1,625	$3,249	$0	$0	$5,361	$10,722
41	EA	2	Remove and Replace Hand Dryer	$6,514	$13,029	$0	$0	$2,992	$5,984
42	LS	1	Remove and Replace Corroded Plumb	$6,514	$6,514	$0	$0	$4,926	$4,926
43	LS	1	Paint and Apply Graffiti Coating the I	$9,165	$9,165	$0	$0	$2,981	$2,981
44	LS	1	Remove Existing Restroom Signage a	$6,514	$6,514	$0	$0	$968	$968
			Subtotal	$83,481.71		$100,000.00		$92,503.00	
Additive Bid (Kimball Park Restrooms within Amphitheater)									
45	EA	3	Remove and Replace Doors	$2,437	$7,311	$35,000	$105,000	$3,991	$11,973
46	EA	4	Remove and Replace Toilets	$1,625	$6,498	$0	$0	$4,860	$19,440
47	EA	4	Remove and Replace Toilet Paper Dis	$1,625	$6,498	$0	$0	$702	$2,808
48	LS	1	Remove and Replace Grab Bars	$6,514	$6,514	$0	$0	$1,770	$1,770
49	EA	1	Remove and Replace Urinal	$6,514	$6,514	$0	$0	$7,071	$7,071
50	EA	1	Remove and Replace Baby Changing	$6,514	$6,514	$0	$0	$5,842	$5,842
51	LS	1	Remove and Replace Interior and Ext	$3,926	$3,926	$0	$0	$5,147	$5,147
52	EA	1	Remove and Replace Drinking Founta	$1,625	$1,625	$0	$0	$4,941	$4,941
53	EA	2	Remove and Replace Sink/Faucet	$1,625	$3,249	$0	$0	$5,346	$10,692
54	EA	2	Remove and Replace Hand Dryer	$6,514	$13,029	$0	$0	$1,777	$3,554
55	EA	2	Remove and Replace Water Heaters	$6,514	$13,029	$0	$0	$2,633	$5,266
56	LS	1	Paint and Apply Graffiti Coating the I	$9,165	$9,165	$0	$0	$1,153	$1,153
57	LS	1	Remove Existing Restroom Signage a	$6,514	$6,514	$0	$0	$943	$943
58	EA	1	Remove and Replace Window in Stor	$1,625	$1,625	$0	$0	$1,937	$1,937

				Borja Engineering & Construction, Inc 16766 Bernardo Center Dr Ste 214 San		HSCC, Inc. 9411 Bond Avenue Lakeside, California 92021		GQ Builders, Inc. PO Box 1488 Rancho Santa Fe, California 92067	
Num	**Unit**	**Quantity**	**Description**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**
59	LF	8	Install Protective Railing per SDM-11	$761	$6,087	$0	$0	$991	$7,928
			Subtotal	$98,097.37		$105,000.00		$90,465.00	
			Subtotal	$485,961.21		$660,000.00		$721,879.00	

OWNER - CONTRACTOR AGREEMENT

Improvements to Kimball Park, Las Palmas Park, The Library and MLK Restrooms
CIP No. 26-09

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and Borja Engineering & Construction, Inc ("Contractor") 16766 Bernardo Center Dr Ste 214 San Diego, California 92128 United States, on the _____day of _____ 2026, 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:

Heidi Skinner,
Interim City Attorney, City of National City

Contractor:
Borja Engineering & Construction, Inc.

(Owner/Officer signature)

Print name and title

(Second officer signature if a corporation)

Print name and title

Contractor's City Business License No.

State Contractor's License No. and Class

Business street address

City, State and Zip Code

EXHIBIT A

CONTRACT DOCUMENTS

Owner/Contractor Agreement

Bid Schedule

Addenda

Plans

Special Provisions (Specifications)

San Diego County Regional Standard Drawings

City of National City Standard Drawings

Standard Specifications for Public Works Construction and Regional Supplements (Greenbook)

State Standard Specifications

State Standard Plans

California Building, Mechanical, Plumbing and Electrical Codes

Permits issued by jurisdictional regulatory agencies

Electric, gas, and communications companies specifications and standards

Sweetwater Authority specifications and standards

Specifications, standards and requirements of MTS, BNSF, SANDAG, Port of San Diego and all other agencies that may be adjacent and/or affected by the project.

EXHIBIT B

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Base Bid (MLK Jr. Restrooms)							**$81,363.38**		
1			Martin Luther King Jr. Community Center - Bathroom Renovations	LS	1	$81,363.38	$81,363.38	Yes	
Base Bid (Kimball Park General Restrooms)							**$88,220.00**		
2			Remove Existing Doors and Hardware and Furnish and Install New Hollow Metal Doors, Exit Devices, Electric Strikes, and Associated Electrical Work at Six (6) Locations	LS	1	$3,181.43	$3,181.43	Yes	
3			Remove and Replace Toilets	EA	6	$1,624.56	$9,747.36	Yes	
4			Remove and Replace Toilet Paper Dispensers	EA	6	$1,624.56	$9,747.36	Yes	
5			Remove and Replace Grab Bars	LS	1	$6,514.27	$6,514.27	Yes	
6			Remove and Replace Baby Changing Station	EA	1	$6,514.27	$6,514.27	Yes	
7			Remove and Replace Interior and Exterior Lighting	LS	1	$4,264.47	$4,264.47	Yes	
8			Remove and Replace Corroded Ball Valve	LS	1	$6,514.27	$6,514.27	Yes	
9			Remove and Replace Dual Station Drinking Fountain with Bottle Filler	LS	1	$6,514.27	$6,514.27	Yes	
10			Remove and Replace Sink/Faucet	EA	2	$3,257.13	$6,514.26	Yes	
11			Remove and Replace Soap Dispenser	EA	1	$6,514.27	$6,514.27	Yes	
12			Remove and Replace Hand Dryer	EA	1	$6,514.27	$6,514.27	Yes	
13			Paint and Apply Graffiti Coating the Interior of the 6 Restroom Stalls	LS	1	$9,165.23	$9,165.23	Yes	
14			Remove Existing Restroom Signage and Install New Restroom Signage	LS	1	$6,514.27	$6,514.27	Yes	
Base Bid (Las Palmas Park Pool Restrooms)							**$52,175.46**		
15			Las Palmas Park Pool Restroom - Full Renovation	LS	1	$33,845.00	$33,845.00	Yes	
16			Men's Restroom Rehabilitation	LS	1	$9,165.23	$9,165.23	Yes	
17			Women's Restroom Rehabilitation	LS	1	$9,165.23	$9,165.23	Yes	
Base Bid (National City Library Restroom Partitions)							**$4,887.22**		
18			Remove and Replace Restroom Partitions within Existing Four (4) Restrooms	LS	1	$4,887.22	$4,887.22	Yes	
Additive Bid (Kimball Park Playground Restrooms)							**$77,736.07**		
19			Remove Existing Doors and Hardware and Furnish and Install New Hollow Metal Doors, Exit Devices, Electric Strikes, and Associated Electrical Work at Two (2) Locations	LS	1	$3,181.43	$3,181.43	Yes	
20			Remove and Replace Toilets	EA	2	$1,624.56	$3,249.12	Yes	
21			Remove and Replace Toilet Paper Dispensers	EA	2	$1,624.56	$3,249.12	Yes	
22			Remove and Replace Grab Bars	LS	1	$6,514.27	$6,514.27	Yes	
23			Remove and Replace Baby Changing Station	EA	1	$6,514.27	$6,514.27	Yes	
24			Remove and Replace Interior and Exterior Lighting	LS	1	$3,519.88	$3,519.88	Yes	
25			Remove and Replace Dual Station Drinking Fountain with Bottle Filler	LS	1	$6,514.27	$6,514.27	Yes	
26			Remove and Replace Sink/Faucet	EA	1	$6,514.27	$6,514.27	Yes	
27			Remove and Replace Soap Dispenser	EA	1	$3,257.13	$3,257.13	Yes	
28			Remove and Replace Hand Dryer	EA	1	$6,514.27	$6,514.27	Yes	
29			Remove and Replace Water Heaters	EA	2	$6,514.27	$13,028.54	Yes	
30			Paint and Apply Graffiti Coating the Interior of the 2 Restroom Stalls	LS	1	$9,165.23	$9,165.23	Yes	
31			Remove Existing Restroom Signage and Install New Restroom Signage	LS	1	$6,514.27	$6,514.27	Yes	
Additive Bid (Kimball Park Restrooms along A Avenue)							**$83,481.71**		
32			Remove and Replace Door for Plumbing Chase/Storage Room	EA	1	$2,436.84	$2,436.84	Yes	
33			Remove and Replace Toilets	EA	4	$1,624.56	$6,498.24	Yes	
34			Remove and Replace Toilet Paper Dispensers	EA	4	$1,624.56	$6,498.24	Yes	
35			Remove and Replace Grab Bars	LS	1	$6,514.27	$6,514.27	Yes	
36			Remove and Replace Urinals	EA	2	$6,514.27	$13,028.54	Yes	
37			Remove and Replace Baby Changing Station	EA	1	$6,514.27	$6,514.27	Yes	
38			Remove and Replace Interior and Exterior Lighting	LS	1	$1,895.32	$1,895.32	Yes	
39			Remove and Replace Drinking Fountain	EA	1	$1,624.56	$1,624.56	Yes	
40			Remove and Replace Sink/Faucet	EA	2	$1,624.56	$3,249.12	Yes	
41			Remove and Replace Hand Dryer	EA	2	$6,514.27	$13,028.54	Yes	
42			Remove and Replace Corroded Plumbing within Plumbing Chase	LS	1	$6,514.27	$6,514.27	Yes	
43			Paint and Apply Graffiti Coating the Interior of the Mens and Womens Restrooms	LS	1	$9,165.23	$9,165.23	Yes	
44			Remove Existing Restroom Signage and Install New Restroom Signage	LS	1	$6,514.27	$6,514.27	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Additive Bid (Kimball Park Restrooms within Amphitheater)							$98,097.37		
45			Remove and Replace Doors	EA	3	$2,436.84	$7,310.52	Yes	
46			Remove and Replace Toilets	EA	4	$1,624.56	$6,498.24	Yes	
47			Remove and Replace Toilet Paper Dispensers	EA	4	$1,624.56	$6,498.24	Yes	
48			Remove and Replace Grab Bars	LS	1	$6,514.27	$6,514.27	Yes	
49			Remove and Replace Urinal	EA	1	$6,514.27	$6,514.27	Yes	
50			Remove and Replace Baby Changing Station	EA	1	$6,514.27	$6,514.27	Yes	
51			Remove and Replace Interior and Exterior Lighting	LS	1	$3,926.02	$3,926.02	Yes	
52			Remove and Replace Drinking Fountain	EA	1	$1,624.56	$1,624.56	Yes	
53			Remove and Replace Sink/Faucet	EA	2	$1,624.56	$3,249.12	Yes	
54			Remove and Replace Hand Dryer	EA	2	$6,514.27	$13,028.54	Yes	
55			Remove and Replace Water Heaters	EA	2	$6,514.27	$13,028.54	Yes	
56			Paint and Apply Graffiti Coating the Interior of the Mens and Womens Restrooms	LS	1	$9,165.23	$9,165.23	Yes	
57			Remove Existing Restroom Signage and Install New Restroom Signage	LS	1	$6,514.27	$6,514.27	Yes	
58			Remove and Replace Window in Storage Room	EA	1	$1,624.56	$1,624.56	Yes	
59			Install Protective Railing per SDM-115	LF	8	$760.84	$6,086.72	Yes	

Line Item Subtotals

Section Title	Line Total
Base Bid (MLK Jr. Restrooms)	**$81,363.38**
Base Bid (Kimball Park General Restrooms)	**$88,220.00**
Base Bid (Las Palmas Park Pool Restrooms)	**$52,175.46**
Base Bid (National City Library Restroom Partitions)	**$4,887.22**
Additive Bid (Kimball Park Playground Restrooms)	**$77,736.07**
Additive Bid (Kimball Park Restrooms along A Avenue)	**$83,481.71**
Additive Bid (Kimball Park Restrooms within Amphitheater)	**$98,097.37**
Grand Total	**$485,961.21**

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 Manager of the City of National City, on the ____ day of _____, 20____, has awarded to **Borja Engineering & Construction, Inc.**, hereinafter designated as the "Principal", the **Improvements to Kimball Park, Las Palmas Park, The Library and MLK Restrooms CIP No. 26-09.**

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

NOW, THEREFORE, we, the Principal and _____ as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of (Four Hundred Eighty-Five Thousand Nine Hundred Sixty-One and Twenty-One Hundredths ($485,961.21) dollars 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 Manager of the City of National City, on the ____ day of _____, 20____ has awarded **Borja Engineering & Construction, Inc.,** hereinafter designated as the "Principal", the **Improvements to Kimball Park, Las Palmas Park, The Library and MLK Restrooms CIP No. 26-09**

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

NOW, THEREFORE, we, the Principal and _____ as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of (Four Hundred Eighty-Five Thousand Nine Hundred Sixty-One and Twenty-One Hundredths ($485,961.21) dollars 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 inure 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. 2026 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AWARDING A CONTRACT TO BORJA ENGINEERING & CONSTRUCTION, INC. IN THE NOT-TO-EXCEED AMOUNT OF $485,961.21 FOR PUBLIC RESTROOM IMPROVEMENTS AT THE MARTIN LUTHER KING JR. COMMUNITY CENTER, NATIONAL CITY PUBLIC LIBRARY, KIMBALL PARK, AND LAS PALMAS POOL BUILDING, CIP NO. 26-09; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF $72,894.18 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, Community Development Block Grant (CDBG) funding was awarded to the City of National City to complete public restroom improvements at the Martin Luther King Jr. Community Center, National City Public Library and Kimball Park, and the project was expanded to include upgrades to one restroom at the Las Palmas Pool Building using Capital Improvement Program funds for facility upgrades, all under CIP No. 26-09 (the "Project"); and

WHEREAS, on April 16, 2026, the bid solicitation for the Project was posted on PlanetBids, a free public electronic bidding system for contractors; and

WHEREAS, on April 22nd and April 23rd, 2026, the bid solicitation was advertised in the local newspaper; and

WHEREAS, on May 14, 2026, four (4) bids were received by the 2:00 p.m. deadline; and

WHEREAS, upon review of all documents submitted, Borja Engineering & Construction, Inc.'s bid in the total bid amount of $485,961.21 was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the Project specifications; and

WHEREAS, City staff recommends 1) awarding a contract to Borja Engineering & Construction, Inc. in the not-to-exceed amount of $485,961.21 for public restroom improvements at the Martin Luther King Jr. Community Center, National City Public Library, Kimball Park, and Las Palmas Pool Building, CIP No. 26-09; 2) authorizing a 15% contingency in the amount of $72,894.18 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract.

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 Borja Engineering & Construction, Inc. in the not-to-exceed amount of $485,961.21 for public restroom improvements at the Martin Luther King Jr. Community Center, National City Public Library, Kimball Park, and Las Palmas Pool Building, CIP No. 26-09.

Section 2: That the City Council hereby authorizes a 15% contingency in the amount of $72,894.18 for any unforeseen changes.

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 30th day of June, 2026.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Heidi Skinner, City Attorney

AGENDA REPORT

Department: **Engineering and Public Works**
Prepared by: **Ricardo Rodriguez, Associate Engineer-Civil**
Meeting Date: **Tuesday, June 30, 2026**
Approved by: **Douglas J. Schulze, City Manager**

SUBJECT:
Awarding a Contract to Palm Engineering Construction Company, Inc. for the 24th Street Sewer Improvements Project, CIP No. 25-21.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Palm Engineering Construction Company, Inc. in the Not-To-Exceed Amount of $3,983,370.03 for the 24th Street Sewer Improvements Project, CIP No. 25-21; 2) Authorizing a 15% Contingency in the Amount of $597,506 for any Unforeseen Changes; and 3) Authorizing the Mayor to Execute the Contract."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
In anticipation of a major grant-funded capital project that will include street improvements on East 24th Street, staff pre-emptively evaluated the capacity and condition of the sewer main. Future development and densification, per City planning documents, was also considered in the evaluation of the sewer main in E 24th Street. The result of that evaluation indicated that segments of the sewer were in need of replacement or upsizing. Performing the scope of work of this project in advance of the other would result in advantageous sequencing such that the paving could be completed once and not disrupted by the next project.

As a result of the evaluation and planning of future street improvements, the East 24th Street Sewer Improvements project, CIP 25-21, was designed and prioritized. The project will remove and replace the existing 6, 8, and 10-inch VCP sewer main with 8, 10, and 12-inch PVC sewer main, respectively, along East 24th Street from National City Boulevard to N Ave. The project scope includes the removal and replacement of existing manholes, lateral connections, and installation of backwater valves.

On April 16, 2026, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On April 21, 2026 and April 27, 2026, the bid solicitation was advertised in the local newspaper. On May 14, 2026, six (6) bids were received by the 2:00 p.m. deadline and Palm Engineering Construction Company, Inc. was the apparent lowest bidder with a total bid amount of $3,983,370.03.

Upon review of all documents submitted, Palm Engineering Construction Company, Inc.'s bid was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Staff recommends awarding a contract to Palm Engineering Construction Company, Inc. in the not-to-exceed amount of $3,983,370.03 and authorizing a 15% contingency in the amount of $597,506 to address any unforeseen conditions that may arise.

Construction will begin in late Summer 2026 and is expected to be completed in Spring 2027.

FINANCIAL STATEMENT:
Funding is available in the Sewer Fund for this contract. Expenditures for this project will be recorded as follows:

Contract Award - $3,983,370.03
Expenditure Account No. 125-10-18-18500-7598-2024125 SEWER UPSIZING

15% Contingency - $597,506
Expenditure Account No. 125-10-18-18500-7598-2024125 SEWER UPSIZING

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

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: **24th Street Sewer Improvements**
CIP NO: **25-21**
DATE: **May 14, 2026**
TIME: **2:00 P.M.**
ESTIMATE: **$5,400,000**
PROJECT ENGINEER: **Ricardo Rodriguez**

NO.	BIDDER'S NAME	BID AMOUNT	BID SECURITY - BOND
1	Palm Engineering Construction Co., Inc. 7330 Opportunity Road, Suite A San Diego, CA 92111	**$3,983,370.03**	Bond
2	Burtech Pipeline, Inc. 1325 Pipeline Drive Vista, CA 92081	**$4,974,935.30**	Bond
3	Dick Miller, Inc. 930 Boardwalk, Suite H San Marcos, CA 92078	**$5,277,777.77**	Bond
4	SRK Engineering, Inc. 2615 Auto Park Way Escondido, CA 92029	**$5,390,856.94**	Bond
5	Griffith Company 3050 E. Birch Street Brea, CA 92821	**$5,737,439.00**	Bond
6	Rove Engineering 398 E Aurora Drive El Centro, CA 92243	**$5,968,784.20**	Bond

Exhibit B

SUMMARY OF BID ITEMS

NAME: 24th Street Sewer Improvements
CIP NO: 25-21
DATE: May 14, 2026
TIME: 2:00 P.M.
ESTIMATE: $5,400,000
PROJECT ENGINEER: Ricardo Rodriguez

				Palm Engineering Construction Company, Inc.		Burtech Pipeline, Inc.		Dick Miller, Inc.	
Item	Description	Unit	Qty	Unit Price	Line Total	Unit Price	Line Total	Unit Price	Line Total
1	Mobilization/Demobilization	LS	1	$133,000.00	$133,000.00	$200,000.00	$200,000.00	$166,965.23	$166,965.23
2	Water Pollution Control	LS	1	$23,000.00	$23,000.00	$40,000.00	$40,000.00	$104,000.00	$104,000.00
3	Trench Shoring - Mainline and Manholes	LS	1	$55,000.00	$55,000.00	$80,000.00	$80,000.00	$209,000.00	$209,000.00
4	Trench Shoring - Laterals	EA	54	$135.00	$7,290.00	$555.00	$29,970.00	$518.00	$27,972.00
5	Dewatering Plan	LS	1	$3,333.00	$3,333.00	$500.00	$500.00	$5,000.00	$5,000.00
6	Dewatering Mobilization/Demobilization	LS	1	$5,333.00	$5,333.00	$500.00	$500.00	$13,000.00	$13,000.00
7	Dewatering and Treatment	LS	1	$6,333.00	$6,333.00	$500.00	$500.00	$144,000.00	$144,000.00
8	Traffic Control	LS	1	$73,000.00	$73,000.00	$250,000.00	$250,000.00	$230,000.00	$230,000.00
9	Utility Potholing and Coordination	LS	1	$63,000.00	$63,000.00	$85,000.00	$85,000.00	$175,950.00	$175,950.00
10	Temporary Sewer Bypass Plan	LS	1	$61,333.00	$61,333.00	$80,000.00	$80,000.00	$370,533.00	$370,533.00
11	Remove Existing 10" Sewer Main and Replace with 12" SDR35 PVC Sewer Main by Open Trench	LF	60	$800.00	$48,000.00	$1,340.00	$80,400.00	$286.00	$17,160.00
12	Remove Existing 8" Sewer Main and Replace with 10" SDR35 PVC Sewer Main by Open Trench	LF	2210	$283.00	$625,430.00	$375.00	$828,750.00	$258.00	$570,180.00
13	Remove Existing 6" Sewer Main and Replace with 8" SDR35 PVC Sewer Main by Open Trench	LF	2223	$273.00	$606,879.00	$325.00	$722,475.00	$258.00	$573,534.00
14	Furnish and Install Sewer Lateral w/ Cleanout To ROW and Reconnect	LF	2110	$181.33	$382,606.30	$220.00	$464,200.00	$212.70	$448,797.00
15	Furnish and Install Sewer Lateral Backwater Assembly	EA	31	$5,933.00	$183,923.00	$2,700.00	$83,700.00	$4,000.00	$124,000.00
16	Remove and Replace Existing Manhole w/ 48" Manhole at 5' To 10' Deep	EA	11	$18,033.00	$198,363.00	$29,800.00	$327,800.00	$28,000.00	$308,000.00
17	Remove and Replace Existing Manhole w/ 60" Manhole at 10' To 15' Deep	EA	2	$25,000.00	$50,000.00	$32,000.00	$64,000.00	$38,000.00	$76,000.00
18	Remove and Replace/Relocate Existing Manhole #1959 W/ 60" Manhole	EA	1	$28,000.00	$28,000.00	$33,000.00	$33,000.00	$55,000.00	$55,000.00

19	Remove and Replace Existing Drop Manhole #961 W/ 60" Manhole and 2 Drops	LS	1	$28,333.00	$28,333.00	$50,000.00	$50,000.00	$55,000.00	$55,000.00
20	Remove and Replace/Relocate Existing Drop Manhole #964 W/ 60" Manhole and 2 Drops	LS	1	$28,333.00	$28,333.00	$42,500.00	$42,500.00	$52,000.00	$52,000.00
21	Remove and Replace Existing Drop Manhole #971 W/ 60" Manhole and 3 Drops	LS	1	$33,000.00	$33,000.00	$62,000.00	$62,000.00	$54,000.00	$54,000.00
22	Remove and Replace Existing Drop Manhole #974 W/ 60" Manhole and 2 Drops	LS	1	$30,300.00	$30,300.00	$46,700.00	$46,700.00	$50,000.00	$50,000.00
23	Remove and Replace PCC Curb	LF	795	$60.33	$47,962.35	$25.00	$19,875.00	$68.00	$54,060.00
24	Remove and Replace PCC Gutter	LF	795	$25.00	$19,875.00	$25.00	$19,875.00	$58.00	$46,110.00
25	Remove and Replace PCC Sidewalk	SF	2650	$15.00	$39,750.00	$15.75	$41,737.50	$15.00	$39,750.00
26	Cold Milling Asphalt Pavement - 2" Depth	SF	232862	$0.49	$114,102.38	$0.40	$93,144.80	$0.67	$156,017.54
27	2" Asphalt Concrete Finish Course w/ Forti-Fi or Equal	TON	2984	$165.00	$492,360.00	$182.00	$543,088.00	$153.00	$456,552.00
28	4" Asphalt Concrete Base Course	TON	340	$253.00	$86,020.00	$340.00	$115,600.00	$303.00	$103,020.00
29	Temporary and Permanent Pavement Striping and Markings	LS	1	$39,333.00	$39,333.00	$41,000.00	$41,000.00	$38,830.00	$38,830.00
30	Truncated Domes	SF	168	$80.00	$13,440.00	$70.00	$11,760.00	$94.00	$15,792.00
31	ADA Curb Ramp	EA	31	$7,003.00	$217,093.00	$7,700.00	$238,700.00	$9,150.00	$283,650.00
32	4" PCC Sidewalk (Bus Boarding Area)	SF	75	$95.00	$7,125.00	$58.00	$4,350.00	$25.00	$1,875.00
33	Removal, Disposal, and Replacement of Unsuitable Base/ Subgrade material	CY	261	$131.00	$34,191.00	$200.00	$52,200.00	$240.00	$62,640.00
34	Remove and Replace Type E Loop, Limit Line Type F Loop, and Type C Bike Loop (Caltrans Standard Plan ES-5B)	EA	10	$750.00	$7,500.00	$1,250.00	$12,500.00	$715.00	$7,150.00
35	Concrete Bus Pad (Greenbook Std Plan 131-3, Section B-B, 85'x10'8")	SF	1700	$39.33	$66,861.00	$33.00	$56,100.00	$23.00	$39,100.00
36	Furnish and Install 2" Conduit	LF	270	$55.00	$14,850.00	$58.00	$15,660.00	$55.00	$14,850.00
37	Furnish and Install 3" Conduit	LF	120	$60.00	$7,200.00	$64.00	$7,680.00	$61.00	$7,320.00
38	Furnish and Install 4" Conduit	LF	240	$66.00	$15,840.00	$70.00	$16,800.00	$66.00	$15,840.00
39	Furnish and Install 2" Conduit for Fiber Optic System	LF	900	$49.50	$44,550.00	$52.00	$46,800.00	$50.00	$45,000.00
40	Furnish and Install Pull Box (No. 5, 6, 6E)	EA	9	$1,100.00	$9,900.00	$1,150.00	$10,350.00	$1,100.00	$9,900.00
41	Furnish and Install Pull Box (No. 6T)	EA	1	$1,980.00	$1,980.00	$2,070.00	$2,070.00	$1,980.00	$1,980.00
42	Furnish and Install 1" Conduit Stub-Out	EA	3	$833.00	$2,499.00	$865.00	$2,595.00	$825.00	$2,475.00
43	Furnish and Install 2" Conduit Stub-Out	EA	1	$833.00	$833.00	$865.00	$865.00	$825.00	$825.00
44	Furnish and Install 3" Conduit Stub-Out	EA	4	$831.00	$3,324.00	$865.00	$3,460.00	$825.00	$3,300.00
45	Furnish and Install 4" Conduit Stub-Out	EA	2	$831.00	$1,662.00	$865.00	$1,730.00	$825.00	$1,650.00
46	Slurry Backfill Sewer Lateral Where Within 5' of Water Lateral	EA	5	$1,333.00	$6,665.00	$2,000.00	$10,000.00	$2,500.00	$12,500.00
47	Relocate Water Lateral Where Within 5' of Sewer Lateral	EA	5	$2,933.00	$14,665.00	$7,000.00	$35,000.00	$5,500.00	$27,500.00
		Subtotal			**$3,983,370.03**		**$4,974,935.30**		**$5,277,777.77**
		Total			**$3,983,370.03**		**$4,974,935.30**		**$5,277,777.77**

OWNER - CONTRACTOR AGREEMENT

24TH STREET SEWER IMPROVEMENTS PROJECT, CIP NO. 25-21

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **Palm Engineering Construction Company, Inc. ("Contractor")**, *7330 Opportunity Road, Suite A, San Diego, CA 92111* on the **30th day of June , 2026**, 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 15, 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

Attest:

Heidi Skinner
Interim City Attorney, City of National City

Contractor:

(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
1	Mobilization/Demobilization	LS	1	$133,000.00	$133,000.00
2	Water Pollution Control	LS	1	$23,000.00	$23,000.00
3	Trench Shoring - Mainline and Manholes	LS	1	$55,000.00	$55,000.00
4	Trench Shoring - Laterals	EA	54	$135.00	$7,290.00
5	Dewatering Plan	LS	1	$3,333.00	$3,333.00
6	Dewatering Mobilization/Demobilization	LS	1	$5,333.00	$5,333.00
7	Dewatering and Treatment	LS	1	$6,333.00	$6,333.00
8	Traffic Control	LS	1	$73,000.00	$73,000.00
9	Utility Potholing and Coordination	LS	1	$63,000.00	$63,000.00
10	Temporary Sewer Bypass Plan	LS	1	$61,333.00	$61,333.00
11	Remove Existing 10" Sewer Main and Replace with 12" SDR35 PVC Sewer Main by Open Trench	LF	60	$800.00	$48,000.00
12	Remove Existing 8" Sewer Main and Replace with 10" SDR35 PVC Sewer Main by Open Trench	LF	2210	$283.00	$625,430.00
13	Remove Existing 6" Sewer Main and Replace with 8" SDR35 PVC Sewer Main by Open Trench	LF	2223	$273.00	$606,879.00
14	Furnish and Install Sewer Lateral w/ Cleanout To ROW and Reconnect	LF	2110	$181.33	$382,606.30
15	Furnish and Install Sewer Lateral Backwater Assembly	EA	31	$5,933.00	$183,923.00
16	Remove and Replace Existing Manhole w/ 48" Manhole at 5' To 10' Deep	EA	11	$18,033.00	$198,363.00
17	Remove and Replace Existing Manhole w/ 60" Manhole at 10' To 15' Deep	EA	2	$25,000.00	$50,000.00
18	Remove and Replace/Relocate Existing Manhole #1959 W/ 60" Manhole	EA	1	$28,000.00	$28,000.00
19	Remove and Replace Existing Drop Manhole #961 W/ 60" Manhole and 2 Drops	LS	1	$28,333.00	$28,333.00
20	Remove and Replace/Relocate Existing Drop Manhole #964 W/ 60" Manhole and 2 Drops	LS	1	$28,333.00	$28,333.00
21	Remove and Replace Existing Drop Manhole #971 W/ 60" Manhole and 3 Drops	LS	1	$33,000.00	$33,000.00
22	Remove and Replace Existing Drop Manhole #974 W/ 60" Manhole and 2 Drops	LS	1	$30,300.00	$30,300.00
23	Remove and Replace PCC Curb	LF	795	$60.33	$47,962.35
24	Remove and Replace PCC Gutter	LF	795	$25.00	$19,875.00
25	Remove and Replace PCC Sidewalk	SF	2650	$15.00	$39,750.00
26	Cold Milling Asphalt Pavement - 2" Depth	SF	232862	$0.49	$114,102.38
27	2" Asphalt Concrete Finish Course w/ Forti-Fi or Equal	TON	2984	$165.00	$492,360.00
28	4" Asphalt Concrete Base Course	TON	340	$253.00	$86,020.00
29	Temporary and Permanent Pavement Striping and Markings	LS	1	$39,333.00	$39,333.00
30	Truncated Domes	SF	168	$80.00	$13,440.00
31	ADA Curb Ramp	EA	31	$7,003.00	$217,093.00
32	4" PCC Sidewalk (Bus Boarding Area)	SF	75	$95.00	$7,125.00
33	Removal, Disposal, and Replacement of Unsuitable Base/ Subgrade material	CY	261	$131.00	$34,191.00
34	Remove and Replace Type E Loop, Limit Line Type F Loop, and Type C Bike Loop (Caltrans Standard Plan ES-5B)	EA	10	$750.00	$7,500.00

35	Concrete Bus Pad (Greenbook Std Plan 131-3, Section B-B, 85'x10'8")	SF	1700	$39.33	$66,861.00
36	Furnish and Install 2" Conduit	LF	270	$55.00	$14,850.00
37	Furnish and Install 3" Conduit	LF	120	$60.00	$7,200.00
38	Furnish and Install 4" Conduit	LF	240	$66.00	$15,840.00
39	Furnish and Install 2" Conduit for Fiber Optic System	LF	900	$49.50	$44,550.00
40	Furnish and Install Pull Box (No. 5, 6, 6E)	EA	9	$1,100.00	$9,900.00
41	Furnish and Install Pull Box (No. 6T)	EA	1	$1,980.00	$1,980.00
42	Furnish and Install 1" Conduit Stub-Out	EA	3	$833.00	$2,499.00
43	Furnish and Install 2" Conduit Stub-Out	EA	1	$833.00	$833.00
44	Furnish and Install 3" Conduit Stub-Out	EA	4	$831.00	$3,324.00
45	Furnish and Install 4" Conduit Stub-Out	EA	2	$831.00	$1,662.00
46	Slurry Backfill Sewer Lateral Where Within 5' of Water Lateral	EA	5	$1,333.00	$6,665.00
47	Relocate Water Lateral Where Within 5' of Sewer Lateral	EA	5	$2,933.00	$14,665.00
			Subtotal		**$3,983,370.03**
			Total		**$3,983,370.03**

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. _____, passed the 30th day of June, 2026 has awarded to _____, hereinafter designated as the "Principal", the 24TH STREET SEWER IMPROVEMENTS, CIP No. 25-21.

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 Council of the City of National City, hereinafter called the "Council", in the penal sum of _____($_____) 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, the City Council, their officers, agents, and employees, 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 of National City and judgment is recovered, the surety shall pay all costs incurred by the Council 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. _____, passed the 30th day of June, 2026 has awarded _____, hereinafter designated as the "Principal", the 24th Street Sewer Improvements, CIP No. 25-21.

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 Council of the City of National City, hereinafter called the "Council", in the penal sum of _____ 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 inure 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. 2026 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AWARDING A CONTRACT TO PALM ENGINEERING CONSTRUCTION COMPANY, INC. IN THE NOT-TO-EXCEED AMOUNT OF $3,983,370.03 FOR THE 24TH STREET SEWER IMPROVEMENTS PROJECT, CIP NO. 25-21; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF $597,506 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the 24th Street Sewer Improvements project, CIP No. 25-21 (the "Project") will remove and replace the existing 6, 8, and 10-inch VCP sewer main with 8, 10, and 12-inch PVC sewer main, respectively, along E 24th Street from National City Boulevard to N Ave; and

WHEREAS, on April 16, 2026, the bid solicitation for the Project was posted on PlanetBids, a free public electronic bidding system for contractors; and

WHEREAS, on April 21st and April 27th, 2026, the bid solicitation was advertised in the local newspaper; and

WHEREAS, on May 14, 2026, six (6) bids were received by the 2:00 p.m. deadline; and

WHEREAS, upon review of all documents submitted, Palm Engineering Construction Company, Inc.'s bid in the total bid amount of $3,983,370.03 was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the Project specifications; and

WHEREAS, City staff recommends 1) awarding a contract to Palm Engineering Construction Company, Inc. in the not to-exceed amount of $3,983,370.03 for the 24th Street Sewer Improvements project, CIP No. 25-21; 2) authorizing a 15% contingency in the amount of $597,506 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract.

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 Palm Engineering Construction Company, Inc. in the not-to-exceed amount of $3,983,370.03 for the 24th Street Sewer Improvements project, CIP No. 25-21.

Section 2: That the City Council hereby authorizes a 15% contingency in the amount of $597,506 for any unforeseen changes.

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 30th day of June, 2026.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Heidi Skinner, City Attorney

AGENDA REPORT

Department: **Engineering and Public Works**
Prepared by: **Luca Zappiello, Principal Civil Engineer**
Meeting Date: **Tuesday, June 30, 2026**
Approved by: **Douglas J. Schulze, City Manager**

SUBJECT:
Awarding a Contract to RGC General Engineering, Inc. for the N Avenue Traffic Circles, CIP No. 25-08.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to RGC General Engineering, Inc. in the Not-To-Exceed Amount of $242,869 for the N Avenue Traffic Circles, CIP No. 25-08; 2) Authorizing a 15% Contingency in the Amount of $36,430.35 for any Unforeseen Changes; and 3) Authorizing the Mayor to Execute the Contract."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Residents contacted City staff to report speeding along the 2000 block of N Avenue. After performing site evaluations, collecting traffic data and reviewing roadway characteristics, staff recommended installing mini traffic circles at the intersections of N Avenue with E 20th Street and E 22nd Street. These neighborhood traffic circles are designed to reduce speeds to 10-15 MPH as drivers traverse the intersections. Similar to roundabouts, mini traffic circles typically include a central island. The City of Imperial Beach has successfully implemented mini traffic circles, such as the one at 8th Street and Donax Avenue, which have performed very well.

After informing area residents of the proposed traffic calming solutions, which were well received, staff proceeded with preparing plans, specifications and estimates for construction bidding. On April 2, 2026, a bid solicitation was posted on PlanetBids, which is a free public electronic bidding system for contractors. On April 14, 2026, and April 22, 2026, the bid solicitation was advertised in the local newspaper. On April 30, 2026, eight (8) bids were received by the 2:00 p.m. deadline and RGC General Engineering, Inc. was the apparent lowest bidder with a total bid amount of $242,869.00.

Upon review of all documents submitted, RGC General Engineering, Inc.'s bid was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Staff recommends awarding a contract to RGC General Engineering, Inc., in the not-to-exceed amount of $242,869.00 and authorizing a 15% contingency in the amount of $36,430.35 to address any unforeseen conditions that may arise during construction.

Construction is estimated to be completed by December 2026.

FINANCIAL STATEMENT:
Funding for contract award and 15% contingency is available through use of local TransNet revenues, as authorized by City Council through prior appropriations.

Expenditure Account #307-10-18-18500-7598-6166307

Contract Award - $242,869.00
15% Contingency - $36,430.35

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

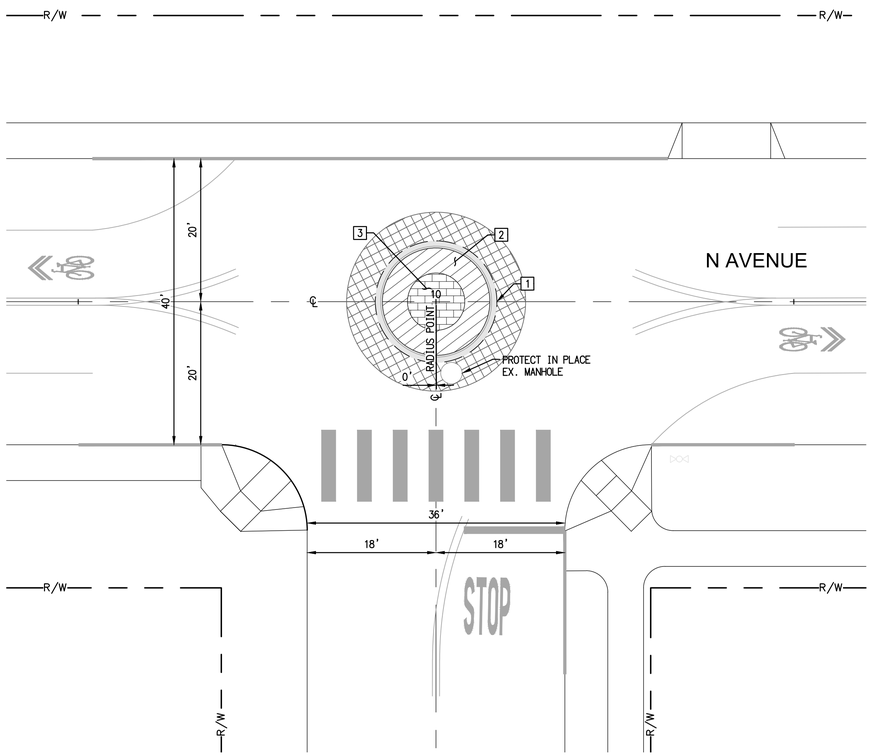
ENVIRONMENTAL REVIEW:
A Notice of Exemption under Categorical Exemption – Class 1 Section 15301 – Existing Facilities of the CEQA Guidelines was filed with the County Recorder's Office on April 7, 2026.

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.

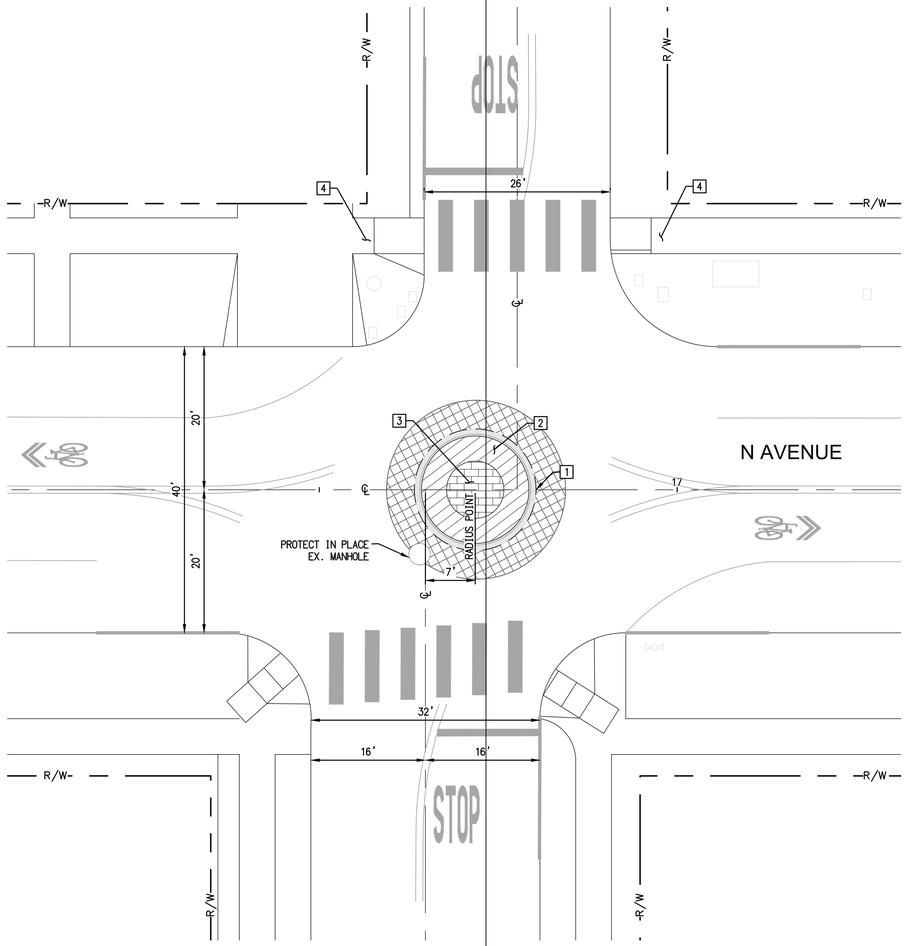
ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A - Project Exhibit
Exhibit B - Bid Opening Summary
Exhibit C - Three Lowest Bidders Summary
Exhibit D - Owner-Contract Agreement
Exhibit E - Resolution

Exhibit A



E 22ND STREET



E 20TH STREET

CONSTRUCTION NOTES

1. SAW CUT, REMOVE AND REPLACE EXISTING AC PAVEMENT PER DETAIL "A" ON SHEET 5.
2. CONSTRUCT MODIFIED PCC ROLLED CURB PER DETAIL "B" ON SHEET 5.
3. CONSTRUCT 6" INTEGRALLY COLORED AND TEXTURED PCC PAVEMENT PER DETAIL "C" ON SHEET 5.

SCALE 1"=10'

10 5 0 10 20 30

SCALE: 1"=10'

DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THIS PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONAL CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF THESE PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF NATIONAL CITY IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR THE PROJECT DESIGN.

[redacted] 3/30/2026
DATE

REGISTERED PROFESSIONAL ENGINEER
PHILIP R. KERN
NO. 40831
CIVIL
STATE OF CALIFORNIA

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

PLANS FOR THE IMPROVEMENTS OF:

N AVENUE TRAFFIC CIRCLES
IMPROVEMENT PLAN - TRAFFIC CIRCLES

CITY OF NATIONAL CITY

[redacted] 3/30/26
DATE
DIRECTOR OF ENGINEERING AND PUBLIC WORKS

PROJECT NO. | CIP NO.

SHEET 3 OF 5 SHEETS

STC TRAFFIC
5973 AVENIDA ENCINAS, SUITE 218, CARLSBAD, CA 92008
PHONE: 760-602-4290 WWW.STCTRAFFIC.COM

DIGALERT
DIAL TOLL FREE
1-800-227-2600
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

SURVEYOR:

CONSTRUCTION RECORDS

DATE STARTED:

INSPECTOR:

DATE COMPLETED:

ENGINEERING DEPARTMENT	BY	APPROVED	DATE
AS-BUILT			
REVISIONS			

UTILITY DEPARTMENTS	TELEPHONE
SDGE	
ELECTRICAL, HASER MARABEH	(858) 549-6516
GAS MAPS, HUEY MITCHELL	(858) 547-2080
TELECOMMUNICATIONS, DEAN TATEYAMA	(619) 260-4312
COX COMMUNICATIONS, GARY COOPER	(619) 266-5387
AT&T SUBSTRUCTURES, PATTI SLADEK	(858) 886-1935

jwolters Mar 30, 2026 - 7:56pm R:\Shared With Me\STC Data\Projects\National City\0872_N Ave Traffic Circles Design\07_Engineering\C400\DLV\0872_DLV_02_IM.dwg

BID OPENING SUMMARY

NAME: N Ave Traffic Circles
CIP NO: 25-08
DATE: April 30, 2026
TIME: 2:00 P.M.
ESTIMATE: $325,000
PROJECT ENGINEER: Luca Zappiello

NO.	BIDDER'S NAME	BASE BID AMOUNT
1	RGC General Engineering, Inc. 310 Davidson Street Chula Vista, California 91910	$242,869.00
2	A. B. Hashmi, Inc. 13066 Deer Canyon Court San Diego, California 92131	$262,983.00
3	Palm Engineering Construction Company, 7330 Opportunity Rd Suite A San Diego, California 92111	$277,436.27
4	Prestige prime engineering 1414 Sundale Rd El Cajon, California 92019	$286,463.90
5	LC Paving & Sealing Inc 330 Rancheros Dr #208 San Marcos, California 92069	$319,886.25
6	Fordyce Construction, Inc. 9932 Prospect Ave #138 Santee, California 92071	$324,194.00
7	M Cooper Concrete Inc 641 Guava Avenue Chula Vista, California 91910	$330,677.65
8	E-4 Construction Inc 12935 Pomerado Rd Suite C Poway, California 92064	$355,676.25

Engineering & Public Works Department

N Ave Traffic Circles (Non-PLA) CIP No. 25-08

Exhibit C - Three Lowest Bidders Summary

Bid Opening: April 30, 2026

				RGC General Engineering, Inc. 310 Davidson Street Chual Vista, California 91910		A. B. Hashmi, Inc. 13066 Deer Canyon Court San Diego, California 92131		Palm Engineering Construction Company, 7330 Opportunity Rd	
Num	**Unit**	**Quantity**	**Description**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**
Base Bid - General									
1	LS	1	Mobilization/Demobilization	$5,000	$5,000	$16,000	$16,000	$13,333	$13,333
2	LS	1	Traffic and Pedestrian Control	$4,122	$4,122	$15,000	$15,000	$7,300	$7,300
3	LS	1	Protection and Restoration of Survey	$3,000	$3,000	$2,000	$2,000	$3,333	$3,333
4	LS	1	Construction Surveying	$65,000	$65,000	$10,000	$10,000	$13,333	$13,333
5	LS	1	SWPPP, Water Quality Control	$7,500	$7,500	$3,000	$3,000	$4,333	$4,333
6	LS	1	Clearing and Grubbing	$4,000	$4,000	$13,500	$13,500	$19,300	$19,300
			Subtotal		$88,622		$59,500		$60,932
Base Bid - Traffic Circles									
7	SF	330	Remove and Replace Existing Asphal	$22	$7,260	$20	$6,600	$37	$12,210
8	SF	1515	Cold Mill Asphalt Concrete Paving - 2	$6	$8,787	$9	$13,635	$7	$11,105
9	SF	76100	Slurry Seal - Type II	$1	$46,421	$1	$51,748	$1	$61,641
10	SF	100	Traffic Circles with Colored and Stam	$159	$15,899	$100	$10,000	$133	$13,300
11	LF	260	6" PCC Rolled Curb and Gutter (SDRS	$24	$6,240	$90	$23,400	$73	$18,980
12	LF	90	6" PCC Curb and Gutter (SDRSD G-02	$26	$2,340	$75	$6,750	$63	$5,670
13	SF	800	PCC Cross Gutter (SDRSD G-12)	$17	$13,600	$25	$20,000	$23	$18,400
14	SF	400	4" PCC Sidewalk (SDRSD G-07)	$10	$4,000	$20	$8,000	$13	$5,200
15	EA	4	PCC Curb Ramp Type A (SDRSD G-27	$3,500	$14,000	$5,000	$20,000	$5,733	$22,933
16	LS	1	Roadway Signage, Striping, and Mark	$20,000	$20,000	$24,000	$24,000	$22,933	$22,933
17	EA	2	Procure and Install Solar Speed Feed	$7,800	$15,600	$9,500	$19,000	$11,333	$22,666
18	EA	2	Adjust Water Valve Cans to Grade	$50	$100	$175	$350	$733	$1,466
			Subtotal		$154,247		$203,483		$216,504
			Total		$242,869		$262,983		$277,436

OWNER - CONTRACTOR AGREEMENT

N AVENUE TRAFFIC CIRLCES CIP NO. 25-08

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **RGC General Engineering, Inc**. ("Contractor"), 310 Davidson Street, Chula Vista, CA 91910 on the **16st day of June, 2026,** 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: _____
Heidi Skinner,
Interim City Attorney, City of National City

Contractor:
RGC General Engineering, Inc.

_____
(Owner/Officer signature)

_____
Print name and title

(Second officer signature if a corporation)

_____
Print name and title

_____
Contractor's City Business License No.

_____
State Contractor's License No. and Class

_____
Business street address

_____
City, State and Zip Code

EXHIBIT A

CONTRACT DOCUMENTS

Owner/Contractor Agreement

Bid Schedule

Addenda

Plans

Special Provisions (Specifications)

San Diego County Regional Standard Drawings

City of National City Standard Drawings

Standard Specifications for Public Works Construction and Regional Supplements (Greenbook)

State Standard Specifications

State Standard Plans

California Building, Mechanical, Plumbing and Electrical Codes

Permits issued by jurisdictional regulatory agencies

Electric, gas, and communications companies specifications and standards

Sweetwater Authority specifications and standards

Specifications, standards and requirements of MTS, BNSF, SANDAG, Port of San Diego and all other agencies that may be adjacent and/or affected by the project.

EXHIBIT B

CONTRACT PRICE

(NOTE - TO BE COMPLETED TO CONFORM WITH BID SCHEDULE ITEMS)

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total
Base Bid - General							$88,622.00
1			Mobilization/Demobilization	LS	1	$5,000.00	$5,000.00
2			Traffic and Pedestrian Control	LS	1	$4,122.00	$4,122.00
3			Protection and Restoration of Survey Monuments	LS	1	$3,000.00	$3,000.00
4			Construction Surveying	LS	1	$65,000.00	$65,000.00
5			SWPPP, Water Quality Control	LS	1	$7,500.00	$7,500.00
6			Clearing and Grubbing	LS	1	$4,000.00	$4,000.00
Base Bid - Traffic Circles							$154,247.00
7			Remove and Replace Existing Asphalt Concrete Paving	SF	330	$22.00	$7,260.00
8			Cold Mill Asphalt Concrete Paving - 2" Depth	SF	1515	$5.80	$8,787.00
9			Slurry Seal - Type II	SF	76100	$0.61	$46,421.00
10			Traffic Circles with Colored and Stamped PCC Pavement	SF	100	$158.99	$15,899.00
11			6" PCC Rolled Curb and Gutter (SDRSD G-4)	LF	260	$24.00	$6,240.00
12			6" PCC Curb and Gutter (SDRSD G-02)	LF	90	$26.00	$2,340.00
13			PCC Cross Gutter (SDRSD G-12)	SF	800	$17.00	$13,600.00
14			4" PCC Sidewalk (SDRSD G-07)	SF	400	$10.00	$4,000.00
15			PCC Curb Ramp Type A (SDRSD G-27 through G-32B)	EA	4	$3,500.00	$14,000.00
16			Roadway Signage, Striping, and Markings	LS	1	$20,000.00	$20,000.00
17			Procure and Install Solar Speed Feedback Assembly	EA	2	$7,800.00	$15,600.00
18			Adjust Water Valve Cans to Grade	EA	2	$50.00	$100.00

Line Item Subtotals

Section Title	Line Total
Base Bid - General	$88,622.00
Base Bid - Traffic Circles	$154,247.00
Grand Total	$242,869.00

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. 2026-_____, on the **16st day of June, 2026,** has awarded **RGC General Engineering, Inc.**, hereinafter designated as the "Principal", the **N Ave Traffic Circles, CIP No. 25-08**

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 and forty-two thousand, eight-hundred and sixty-nine dollars and zero cents ($242,869.00) dollars** 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. 2026-_____, on the **16st day of June, 2026,** has awarded **RGC General Engineering, Inc.**, hereinafter designated as the "Principal", the **N Ave Traffic Circles, CIP No. 25-08.**

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 and forty-two thousand, eight-hundred and sixty-nine dollars and zero cents ($242,869.00) dollars** 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 inure 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. 2026 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AWARDING A CONTRACT TO RGC GENERAL ENGINEERING, INC. IN THE NOT-TO-EXCEED AMOUNT OF $242,869 FOR THE N AVENUE TRAFFIC CIRCLES, CIP NO. 25-08; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF $36,430.35 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the N Avenue Traffic Circles project, CIP No. 25-08 (the "Project") will install mini traffic circles at the intersections of N Avenue with E 20th Street and E 22nd Street, in response to resident complaints of speeding along the 2000 block of N Avenue and after performing site evaluations, collecting traffic data, reviewing roadway characteristics, and informing area residents of the proposed traffic calming solutions; and

WHEREAS, on April 2, 2026, the bid solicitation for the Project was posted on PlanetBids, a free public electronic bidding system for contractors; and

WHEREAS, on April 14th and April 22nd, 2026, the bid solicitation was advertised in the local newspaper; and

WHEREAS on April 30, 2026, eight (8) bids were received by the 2:00 p.m. deadline; and

WHEREAS, upon review of all documents submitted, RGC General Engineering, Inc.'s bid in the total bid amount of $242,869 was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the Project specifications; and

WHEREAS, City staff recommends 1) awarding a contract to RGC General Engineering, Inc. in the not-to-exceed amount of $242,869 for the N Avenue Traffic Circles, CIP No. 25-08; 2) authorizing a 15% contingency in the amount of $36,430.35 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract.

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 RGC General Engineering, Inc. in the not-to-exceed amount of $242,869 for the N Avenue Traffic Circles, CIP No. 25-08.

Section 2: That the City Council hereby authorizes a 15% contingency in the amount of $36,430.35 for any unforeseen changes.

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 30th day of June, 2026.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Heidi Skinner, City Attorney

AGENDA REPORT

Department: **Engineering and Public Works**
Prepared by: **Luca Zappiello, Principal Civil Engineer**
Meeting Date: **Tuesday, June 30, 2026**
Approved by: **Douglas J. Schulze, City Manager**

SUBJECT:
Awarding a Contract to Rove Engineering Inc. for the 8th and Roosevelt Active Transportation Corridor (PLA) CIP No. 19-44.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Rove Engineering, Inc. in the Not-To-Exceed Amount of $5,034,223.00 for the 8th and Roosevelt Active Transportation Corridor Project, CIP No. 19-44; 2) Authorizing a 10% Contingency in the Amount of $503,422.30 for any Unforeseen Changes; and 3) Authorizing the Mayor to Execute the Contract."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The 8th and Roosevelt Active Transportation Corridor Project, CIP No. 19-44, will improve pedestrian and bicycle facilities along 8th Street (from the MTS trolley tracks to Roosevelt Avenue), Roosevelt Avenue (from 8th Street to Main Street), and Main Street (from Division Street to Yama Street) within the City of National City. The scope of work includes, but is not limited to, constructing a new shared-use path with a landscaped buffer; installing new lighting and electrical infrastructure; providing irrigation and landscaping improvements; enhancing drainage; and installing new signage and striping. Additional work includes roadway improvements such as asphalt paving and construction of new curbs and gutters. Exhibit A shows the project location.

On April 20, 2026, a bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On April 27, 2026, and April 28, 2026, the bid solicitation was advertised in the local newspaper. On May 29, 2026, eight (8) bids were received by the 5:00 p.m. deadline and Rove Engineering, Inc. was the apparent lowest bidder with a total bid amount of $5,034,223.00.

Upon review of all documents submitted, the bid submitted by Rove Engineering, Inc. 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 Rove Engineering, Inc., in the not-to-exceed amount of $5,034,223.00 and authorizing a 10% contingency in the amount of $503,422.30 to address any unforeseen conditions that may arise during construction.

Construction is estimated to be completed by Summer of 2027.

FINANCIAL STATEMENT:
Engineering Grants Fund
Expenditure Account # 296-10-18-18500-7598-6628296 (ATP Cycle 4) - $5,034,223.00 (contract award)

10% contingency:

- Engineering Grants Fund: Exp. Account #296-10-18-18500-7598-6628296 (ATP Cycle 4) - $50,767.00
- Gas Tax Fund: Exp. Account #109-10-18-18500-7598-6035109 (Street Resurfacing – SB1) - $452,655.30

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

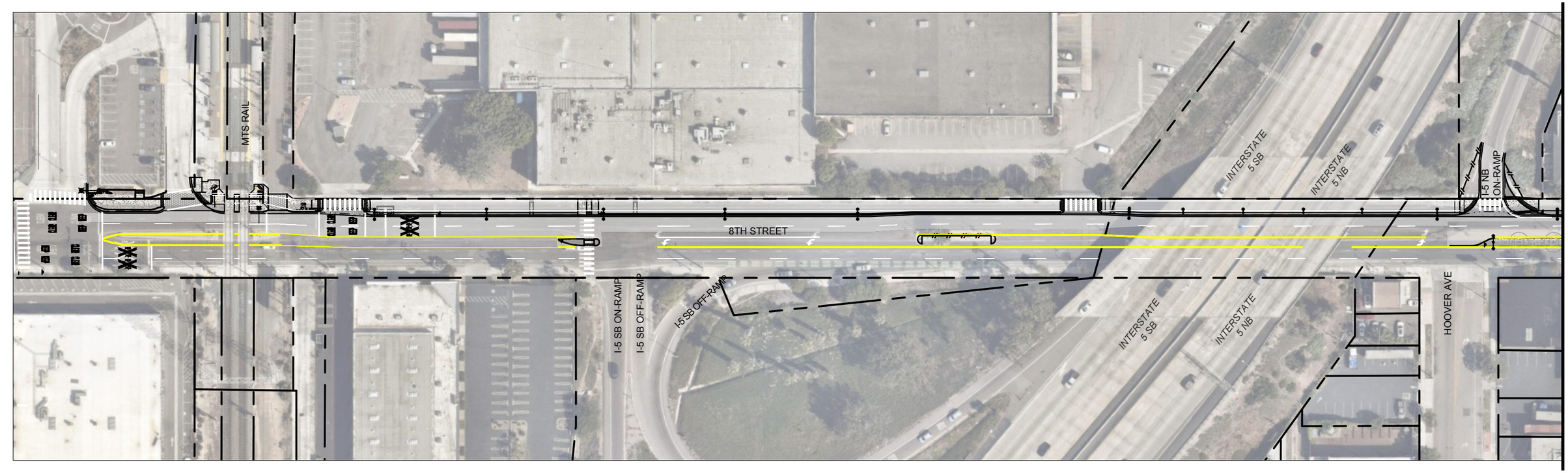
ENVIRONMENTAL REVIEW:
The project is subject to NEPA and upon review by Caltrans was determined to qualify as a Categorical Exclusion pursuant to 23 USC 326 under 23 CFR 771.117(c).

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 - Location Map
Exhibit B - Bid Opening Summary
Exhibit C - Three Lowest Bidders Summary
Exhibit D - Owner-Contract Agreement
Exhibit E - Resolution

8TH AND ROOSEVELT ACTIVE TRANSPORTATION CORRIDOR





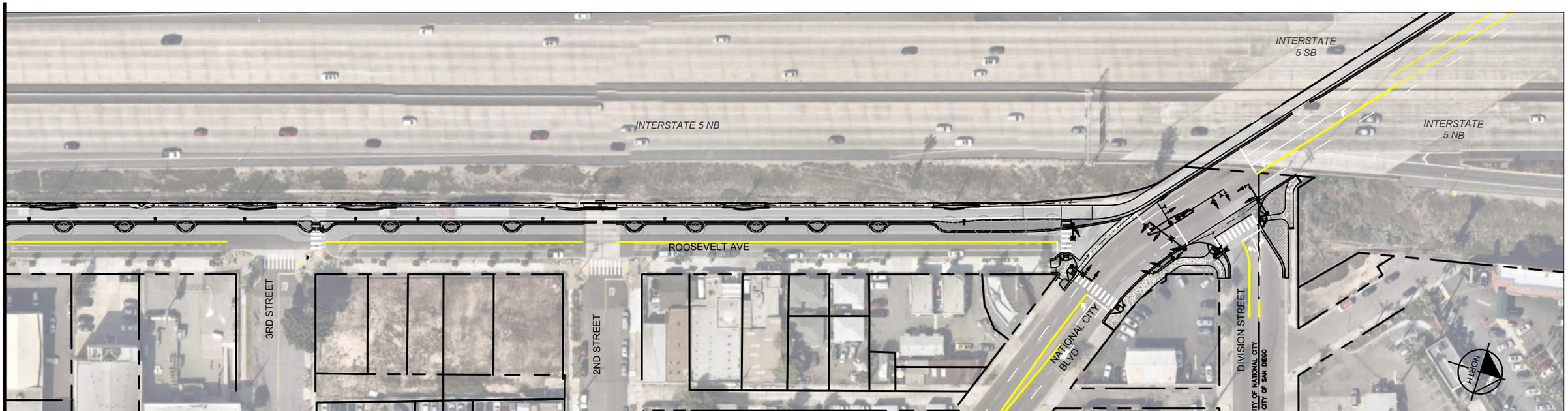
Kimley»Horn
401 B STREET, SUITE 600, SAN DIEGO, CA 92101
PHONE: 619-234-9411
WWW.KIMLEY-HORN.COM

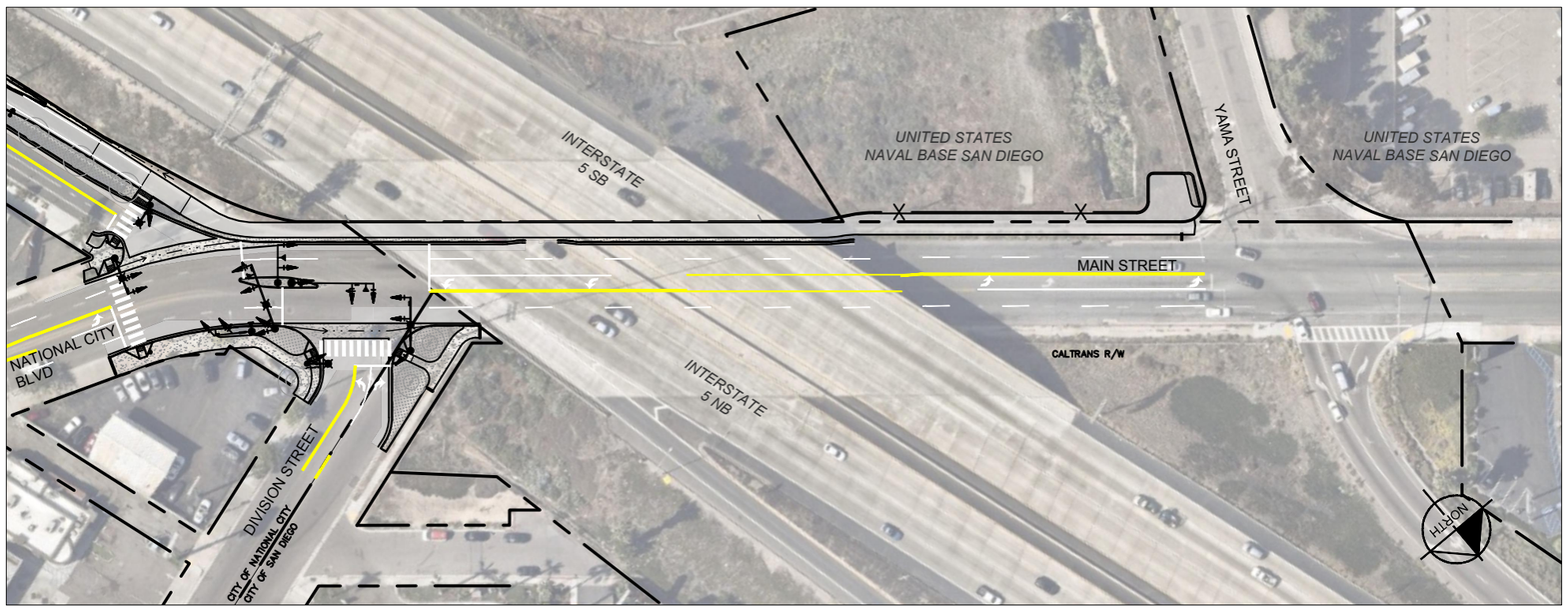
SHEET 01 OF 02

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8TH AND ROOSEVELT ACTIVE TRANSPORTATION CORRIDOR

MATCHLINE SEE SHEET 01





Kimley»Horn
401 B STREET, SUITE 600, SAN DIEGO, CA 92101
PHONE: 619-234-9411
WWW.KIMLEY-HORN.COM

SHEET 02 OF 02

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BID OPENING SUMMARY

NAME:	8th and Roosevelt Active Transportation Corridor (PLA)
CIP NO:	19-44
DATE:	May 29, 2026
TIME:	5:00 P.M.
ESTIMATE:	$6,000,000
PROJECT ENGINEER:	Luca Zappiello

NO.	BIDDER'S NAME	BASE BID AMOUNT
1	Rove Engineering Inc. 398 E Aurora Dr. El Centro, California 92243	$5,034,223.00
2	De La Fuente Construction, Inc 3025 Beyer Blvd Suite E-101 San Diego, California 92154	$5,471,906.07
3	Dick Miller Inc. 930 Boardwalk Suite H San Marcos, California 92078	$5,694,545.94
4	Palm Engineering Construction Company, 7330 Opportunity Rd Suite A San Diego, California 92111	$5,753,120.00
5	RGC General Engineering, Inc. 310 Davidson Street Chula Vista, California 91910	$5,760,597.24
6	Hazard Construction Engr LLC 10529 Vine Street Lakeside, California 92040	$5,988,117.00
7	Miramar General Engineering 1827 Cleveland Ave National City, California 91950	$6,017,777,85
8	Griffith Company 13520 Evening Creek Drive North, Suite 400 San Diego, California 92128	$7,816,816.00

Engineering & Public Works Department

8th and Roosevelt Active Transportation Corridor (PLA) CIP No. 19-44

Exhibit C - Three Lowest Bidders Summary

Bid Opening: May 29, 2026

				Rove Engineering Inc. 398 E Aurora Dr. El Centro, California 92243		De La Fuente Construction, Inc 3025 Beyer Blvd Suite E-101 San Diego, California		Dick Miller Inc. 930 Boardwalk Suite H San Marcos, California 92078	
Num	**Unit**	**Quantity**	**Description**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**
Base Bid									
1	LS	1	Mobilization/Demobilization	$275,000	$275,000	$141,930	$141,930	$252,115	$252,115
2	LS	1	Project Schedule	$9,472	$9,472	$37,109	$37,109	$8,000	$8,000
3	LS	1	Surveying and Construction Staking	$123,132	$123,132	$90,196	$90,196	$81,000	$81,000
4	LS	1	Signing and Striping	$97,503	$97,503	$142,251	$142,251	$119,323	$119,323
5	LS	1	Traffic Control and Pedestrian Contr	$97,503	$97,503	$251,162	$251,162	$289,000	$289,000
6	LS	1	Clearing and Grubbing	$68,611	$68,611	$54,852	$54,852	$208,000	$208,000
7	LS	1	Water Pollution Control	$69,431	$69,431	$54,762	$54,762	$48,775	$48,775
8	SF	2460	Construct 4" PCC Sidewalk per SDRSI	$17	$41,820	$18	$45,461	$11	$27,675
9	EA	13	Construct Curb Ramp (All Types) per	$7,578	$98,514	$7,102	$92,322	$8,250	$107,250
10	EA	1	Construct Curb Ramp Type-A per City	$9,138	$9,138	$8,246	$8,246	$10,100	$10,100
11	SF	220	Furnish and Install Truncated Domes	$90	$19,800	$84	$18,418	$134	$29,480
12	SF	600	Construct Mountable Curb Truck Apı	$37	$22,200	$34	$20,112	$66	$39,600
13	LF	220	Construct AC Berm and Post Delinea	$95	$20,900	$89	$19,558	$85	$18,700
14	LS	1	Landscape and Irrigation	$319,624	$319,624	$566,944	$566,944	$340,000	$340,000
15	LS	1	Hardscape and Site Furnishings	$454,750	$454,750	$51,540	$51,540	$395,000	$395,000
16	LF	1980	Construct 8" Curb per SDRSD G-01	$62	$122,760	$71	$140,045	$51	$100,980
17	LF	3110	Construct 6" Curb and Gutter per SD	$72	$223,920	$70	$217,265	$71	$220,810
18	LF	400	Construct 8" Curb and Gutter per SD	$87	$34,800	$92	$36,960	$98	$39,200
19	LF	980	Construct 6" Curb per SDRSD G-01	$56	$54,880	$66	$64,249	$48	$47,040
20	LF	460	Construct Variable Curb per Detail B	$101	$46,460	$90	$41,469	$131	$60,260
21	LF	130	Construct Type-G Curb and Gutter pe	$167	$21,710	$97	$12,598	$89	$11,570
22	SF	2320	Construct Cross Gutter per SDRSD G-	$27	$62,640	$27	$62,849	$26	$60,320
23	SF	2000	Construct Commercial Concrete Driv	$27	$54,000	$22	$44,000	$27	$54,000
24	SF	7530	Construct Thickened Edge Concrete S	$39	$293,670	$26	$194,876	$31	$233,430
25	TOI	2450	Construct Asphalt Concrete Pavemer	$146	$357,700	$388	$950,919	$207	$507,150
26	TOI	4590	Construct Class 2 Aggregate Base	$35	$160,650	$71	$325,293	$74	$339,660
27	SY	4933	Furnish and Install Tensar TX-160 Ge	$10	$49,330	$10	$47,653	$14	$69,950
28	EA	1	Construct Type A Passageway per Ca	$12,258	$12,258	$14,121	$14,121	$7,000	$7,000
29	SF	540	Construct 4" PCC Sidewalk per City o	$17	$9,180	$19	$10,481	$12	$6,480
30	EA	4	Construct 4" PCC Accessible Pedestri	$10,920	$43,680	$11,179	$44,715	$6,100	$24,400

				Rove Engineering Inc. 398 E Aurora Dr. El Centro, California 92243		De La Fuente Construction, Inc 3025 Beyer Blvd Suite E-101 San Diego, California		Dick Miller Inc. 930 Boardwalk Suite H San Marcos, California 92078	
Num	Unit	Quantity	Description	Unit Price	Line Total	Unit Price	Line Total	Unit Price	Line Total
31	EA	2	Construct 4" PCC Bike Access to Shar	$10,920	$21,840	$4,435	$8,869	$2,800	$5,600
32	LF	50	Construct 0" Curb and Gutter per SD	$212	$10,600	$83	$4,169	$74	$3,700
33	LF	290	Construct Type A1-6 Curb per Caltrar	$114	$33,060	$77	$22,223	$75	$21,750
34	LF	100	Construct Type A2-6 Curb per Caltrar	$201	$20,100	$101	$10,142	$135	$13,500
35	LF	200	Construct Type D-3 Curb per Caltrans	$134	$26,800	$95	$18,932	$153	$30,600
36	EA	1	Install New Blowoff Valve Per Sweetv	$11,391	$11,391	$9,131	$9,131	$6,900	$6,900
37	LF	200	Install Redwood Header	$26	$5,200	$32	$6,444	$24	$4,800
38	EA	13	Construct Power Pole Protection per	$2,786	$36,218	$7,087	$92,128	$13,800	$179,400
39	SF	270	Construct Pin on Median Island per D	$60	$16,200	$119	$32,044	$126	$34,020
40	LS	1	Unclassified Excavation	$175,000	$175,000	$26,414	$26,414	$280,000	$280,000
41	CY	500	Removal, disposal and replacement o	$165	$82,500	$389	$194,250	$353	$176,500
42	LS	1	8th and Roosevelt Traffic Signal Mod	$42,344	$42,344	$32,213	$32,213	$41,040	$41,040
43	LS	1	Roosevelt and National City Blvd Nev	$499,211	$499,211	$515,403	$515,403	$483,840	$483,840
44	EA	10	Relocate Existing Type E Street Light	$5,014	$50,140	$3,866	$38,655	$4,860	$48,600
45	EA	3	Relocate Existing Type F Street Light	$5,014	$15,042	$3,866	$11,597	$4,860	$14,580
46	EA	4	Relocate Existing Type G Street Light	$5,014	$20,056	$3,866	$15,462	$4,860	$19,440
47	EA	15	Furnish and Install Light Standard Ty	$19,500	$292,500	$22,549	$338,233	$18,900	$283,500
48	EA	4	Electrical Point of Connection	$8,375	$33,500	$838	$3,350	$8,100	$32,400
49	LF	2620	Electrical Conduit, Wiring, Trenching	$54	$141,480	$63	$164,693	$43	$112,660
50	EA	32	Furnish and Install Electrical Pull Box	$892	$28,544	$644	$20,616	$864	$27,648
51	EA	3	Construct Curb Outlet per SDRSD D-2	$19,509	$58,527	$5,741	$17,224	$8,100	$24,300
52	EA	2	Furnish and Install Sidewalk Underdr	$15,237	$30,474	$5,192	$10,383	$1,100	$2,200
53	EA	1	Construct Type F Catch Basin per SDI	$20,535	$20,535	$7,350	$7,350	$21,500	$21,500
54	EA	1	Construct Concrete Pipe Collar per S	$5,099	$5,099	$5,048	$5,048	$1,450	$1,450
55	LF	6	Install 36" RCP Pipe with Pipe Beddin	$1,547	$9,282	$1,724	$10,341	$925	$5,550
56	EA	1	Install L=32' Modified Type B Inlet pe	$24,906	$24,906	$18,250	$18,250	$29,000	$29,000
57	EA	2	Install Modified Caltrans Type G-2 In	$20,535	$41,070	$15,050	$30,099	$11,900	$23,800
58	CY	4	Reconstruct Existing Concrete Chann	$1,892	$7,568	$1,472	$5,886	$2,500	$10,000
			Total	$5,034,223.00		$5,471,906.07		$5,694,545.94	

OWNER - CONTRACTOR AGREEMENT

8th and Roosevelt Active Transportation Corridor (PLA) CIP No. 19-44

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **Rove Engineering Inc.** ("Contractor"), 398 E Aurora Dr. El Centro, California 92243, on the **30th day of June 2026**, 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:

Heidi Skinner
Interim City Attorney, City of National City

Contractor:
Rove Engineering Inc.

(Owner/Officer signature)

Print name and title

(Second officer signature if a corporation)

Print name and title

Contractor's City Business License No.

State Contractor's License No. and Class

Business street address

City, State and Zip Code

EXHIBIT A

CONTRACT DOCUMENTS

Owner/Contractor Agreement

Bid Schedule

Addenda

Plans

Special Provisions (Specifications)

San Diego County Regional Standard Drawings

City of National City Standard Drawings

Standard Specifications for Public Works Construction and Regional Supplements (Greenbook)

State Standard Specifications

State Standard Plans

California Building, Mechanical, Plumbing and Electrical Codes

Permits issued by jurisdictional regulatory agencies

Electric, gas, and communications companies specifications and standards

Sweetwater Authority specifications and standards

Specifications, standards and requirements of MTS, BNSF, SANDAG, Port of San Diego and all other agencies that may be adjacent and/or affected by the project.

EXHIBIT B

CONTRACT PRICE

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Base Bid							$5,034,223.00		
1	1		Mobilization/Demobilization	LS	1	$275,000.00	$275,000.00	Yes	
2	2		Project Schedule	LS	1	$9,472.00	$9,472.00	Yes	
3	3		Surveying and Construction Staking	LS	1	$123,132.00	$123,132.00	Yes	
4	4		Signing and Striping	LS	1	$97,503.00	$97,503.00	Yes	
5	5		Traffic Control and Pedestrian Control	LS	1	$97,503.00	$97,503.00	Yes	
6	6		Clearing and Grubbing	LS	1	$68,611.00	$68,611.00	Yes	
7	7		Water Pollution Control	LS	1	$69,431.00	$69,431.00	Yes	
8	8		Construct 4" PCC Sidewalk per SDRSD G-7, G-10, G-11	SF	2460	$17.00	$41,820.00	Yes	
9	9		Construct Curb Ramp (All Types) per Improvement Plans	EA	13	$7,578.00	$98,514.00	Yes	
10	10		Construct Curb Ramp Type-A per City of San Diego Standard Drawings SDG-131 and SDG-151	EA	1	$9,138.00	$9,138.00	Yes	
11	11		Furnish and Install Truncated Domes	SF	220	$90.00	$19,800.00	Yes	
12	12		Construct Mountable Curb Truck Apron	SF	600	$37.00	$22,200.00	Yes	
13	13		Construct AC Berm and Post Delineator per Detail on Sheet 58	LF	220	$95.00	$20,900.00	Yes	
14	14		Landscape and Irrigation	LS	1	$319,624.00	$319,624.00	Yes	
15	15		Hardscape and Site Furnishings	LS	1	$454,750.00	$454,750.00	Yes	
16	16		Construct 8" Curb per SDRSD G-01	LF	1980	$62.00	$122,760.00	Yes	
17	17		Construct 6" Curb and Gutter per SDRSD G-02	LF	3110	$72.00	$223,920.00	Yes	
18	18		Construct 8" Curb and Gutter per SDRSD G-02	LF	400	$87.00	$34,800.00	Yes	
19	19		Construct 6" Curb per SDRSD G-01	LF	980	$56.00	$54,880.00	Yes	
20	20		Construct Variable Curb per Detail B on Sheet 16	LF	460	$101.00	$46,460.00	Yes	
21	21		Construct Type-G Curb and Gutter per City of San Diego Standard Drawing SDG-151	LF	130	$167.00	$21,710.00	Yes	
22	22		Construct Cross Gutter per SDRSD G-12	SF	2320	$27.00	$62,640.00	Yes	
23	23		Construct Commercial Concrete Driveway per SDRSD G-14A, G-14B, G-14D, G-14-E & G-14F. (7.5" thick)	SF	2000	$27.00	$54,000.00	Yes	
24	24		Construct Thickened Edge Concrete Swale per Detail H on Sheet 15	SF	7530	$39.00	$293,670.00	Yes	
25	25		Construct Asphalt Concrete Pavement	TON	2450	$146.00	$357,700.00	Yes	
26	26		Construct Class 2 Aggregate Base	TON	4590	$35.00	$160,650.00	Yes	
27	27		Furnish and Install Tensar TX-160 Geogrid, or approved equal	SY	4933	$10.00	$49,330.00	Yes	
28	28		Construct Type A Passageway per Caltrans A88B, with Raised Truncated Domes per Detail B on Sheet 17	EA	1	$12,258.00	$12,258.00	Yes	
29	29		Construct 4" PCC Sidewalk per City of San Diego Standard Drawing SDG-155	SF	540	$17.00	$9,180.00	Yes	
30	30		Construct 4" PCC Accessible Pedestrian Access to Shared-Use Path	EA	4	$10,920.00	$43,680.00	Yes	
31	31		Construct 4" PCC Bike Access to Shared-Use Path	EA	2	$10,920.00	$21,840.00	Yes	
32	32		Construct 0" Curb and Gutter per SDRSD G-02	LF	50	$212.00	$10,600.00	Yes	
33	33		Construct Type A1-6 Curb per Caltrans Standard Plan A87A, Modified per Details on Sheets 18 and 19	LF	290	$114.00	$33,060.00	Yes	
34	34		Construct Type A2-6 Curb per Caltrans Standard Plan A87A, Modified per Details on Sheets 18 and 19	LF	100	$201.00	$20,100.00	Yes	
35	35		Construct Type D-3 Curb per Caltrans Standard Plan A87A	LF	200	$134.00	$26,800.00	Yes	
36	36		Install New Blowoff Valve Per Sweetwater Authority Standards	EA	1	$11,391.00	$11,391.00	Yes	
37	37		Install Redwood Header	LF	200	$26.00	$5,200.00	Yes	
38	38		Construct Power Pole Protection per Detail A on Sheet 16	EA	13	$2,786.00	$36,218.00	Yes	
39	39		Construct Pin on Median Island per Detail E on Sheet 15	SF	270	$60.00	$16,200.00	Yes	
40	40		Unclassified Excavation	LS	1	$175,000.00	$175,000.00	Yes	
41	41		Removal, disposal and replacement of Unsuitable Material	CY	500	$165.00	$82,500.00	Yes	
42	42(S)		8th and Roosevelt Traffic Signal Modification	LS	1	$42,344.00	$42,344.00	Yes	
43	43(S)		Roosevelt and National City Blvd New Traffic Signal	LS	1	$499,211.00	$499,211.00	Yes	
44	44(S)		Relocate Existing Type E Street Light on New Foundation	EA	10	$5,014.00	$50,140.00	Yes	
45	45(S)		Relocate Existing Type F Street Light on New Foundation	EA	3	$5,014.00	$15,042.00	Yes	
46	46(S)		Relocate Existing Type G Street Light on New Foundation	EA	4	$5,014.00	$20,056.00	Yes	
47	47(S)		Furnish and Install Light Standard Type E on New Foundation	EA	15	$19,500.00	$292,500.00	Yes	
48	48(S)		Electrical Point of Connection	EA	4	$8,375.00	$33,500.00	Yes	
49	49(S)		Electrical Conduit, Wiring, Trenching & Asphalt Repair	LF	2620	$54.00	$141,480.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
50	50(S)		Furnish and Install Electrical Pull Box	EA	32	$892.00	$28,544.00	Yes	
51	51		Construct Curb Outlet per SDRSD D-25A	EA	3	$19,509.00	$58,527.00	Yes	
52	52		Furnish and Install Sidewalk Underdrain per SDRSD D-27	EA	2	$15,237.00	$30,474.00	Yes	
53	53		Construct Type F Catch Basin per SDRSD D-7	EA	1	$20,535.00	$20,535.00	Yes	
54	54		Construct Concrete Pipe Collar per SDRSD D-62	EA	1	$5,099.00	$5,099.00	Yes	
55	55		Install 36" RCP Pipe with Pipe Bedding per SDRSD D-60	LF	6	$1,547.00	$9,282.00	Yes	
56	56		Install L=32' Modified Type B Inlet per SDRSD D-02 and Plans	EA	1	$24,906.00	$24,906.00	Yes	
57	57		Install Modified Caltrans Type G-2 Inlet per Plans	EA	2	$20,535.00	$41,070.00	Yes	
58	58		Reconstruct Existing Concrete Channel	CY	4	$1,892.00	$7,568.00	Yes	

Line Item Subtotals

Section Title	Line Total
Base Bid	**$5,034,223.00**
Grand Total	**$5,034,223.00**

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. 2026-_____, on the **30th day of June, 2026**, has awarded to **Rove Engineering Inc.**, hereinafter designated as the "Principal", the 8th and Roosevelt Active Transportation Corridor (PLA) CIP No. 19-44.

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 **Five Million Thirty-Four Thousand Two Hundred Twenty-Three ($5,034,223.00)** dollars 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. 2026 - _____, on the **30th day of June, 2026** has awarded **Rove Engineering Inc.**, hereinafter designated as the "Principal", the 8th and Roosevelt Active Transportation Corridor (PLA) CIP No. 19-44.

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 **Five Million Thirty-Four Thousand Two Hundred Twenty-Three ($5,034,223.00)** dollars 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 inure 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. 2026 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AWARDING A CONTRACT TO ROVE ENGINEERING, INC. IN THE NOT-TO-EXCEED AMOUNT OF $5,034,223.00 FOR THE 8TH AND ROOSEVELT ACTIVE TRANSPORTATION CORRIDOR PROJECT, CIP NO. 19-44; 2) AUTHORIZING A 10% CONTINGENCY IN THE AMOUNT OF $503,422.30 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the 8th and Roosevelt Active Transportation Corridor Project, CIP No. 19-44 (the "Project") will improve pedestrian and bicycle facilities along 8th Street (from the MTS trolley tracks to Roosevelt Avenue), Roosevelt Avenue (from 8th Street to Main Street), and Main Street (from Division Street to Yama Street) within the City of National City, with work including, but not limited to, constructing a new shared-use path with a landscaped buffer; installing new lighting and electrical infrastructure; providing irrigation and landscaping improvements; enhancing drainage; and installing new signage and striping; as well as roadway improvements such as asphalt paving and construction of new curbs and gutters; and

WHEREAS, on April 20, 2026, the bid solicitation for the Project was posted on PlanetBids, a free public electronic bidding system for contractors; and

WHEREAS, on April 27th and April 28th, 2026, the bid solicitation was advertised in the local newspaper; and

WHEREAS on May 29, 2026, eight (8) bids were received by the 5:00 p.m. deadline; and

WHEREAS, upon review of all documents submitted, Rove Engineering, Inc.'s in the total bid amount of $5,034,223.00 was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the Project specifications; and

WHEREAS, City staff recommends 1) awarding a contract to Rove Engineering, Inc. in the not-to-exceed amount of $5,034,223.00 for the 8th and Roosevelt Active Transportation Corridor Project, CIP No. 19-44; 2) authorizing a 10% contingency in the amount of $503,422.30 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract.

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 Rove Engineering, Inc. in the not-to-exceed amount of $5,034,223.00 for the 8th and Roosevelt Active Transportation Corridor Project, CIP No. 19-44.

Section 2: That the City Council hereby authorizes a 10% contingency in the amount of $503,422.30 for any unforeseen changes.

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 30th day of June, 2026.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Heidi Skinner, City Attorney

AGENDA REPORT

Department: **Finance**
Prepared by: **Janel Pehau, Financial Analyst**
Meeting Date: **Tuesday, June 30, 2026**
Approved by: **Douglas J. Schulze, Acting Executive Director, Successor Agency**

SUBJECT:
Successor Agency Multi-Year Budget for Fiscal Years 2026-27 through 2032-33

RECOMMENDATION:
Adopt the Resolution Entitled: "Resolution of the Board of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency, California (Successor Agency), Adopting a Multi-Year Budget for Fiscal Years 2026-27 through 2032-33 that is Consistent with the Successor Agency's Approved Last and Final ROPS."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Adopting a budget for the Successor Agency (SA) is not required under the redevelopment agency dissolution legislation, but is recommended by staff in the interest of practicality and transparency. Expenditures for the SA are governed by the Recognized Obligation Payment Schedules (ROPS) that are annually proposed by the Successor Agency, approved by the Countywide Oversight Board, and submitted to the State Department of Finance (DOF) for authorization. Once certain conditions are met, successor agencies are allowed to submit a "Last and Final ROPS" that covers the obligations for all remaining periods. On October 21, 2025 (Resolution No. 2025-119), the Successor Agency Board approved the submittal of a Last and Final ROPS for the seven final years of the SA's obligations. On November 20, 2025, the Countywide Redevelopment Successor Agency Oversight Board approved the submittal of the SA's Last and Final ROPS to the California State Department of Finance (DOF). On December 19, 2025, DOF issued its "Determination Letter" (see Exhibit A) approving the SA's Last and Final ROPS, but with a lesser amount allowed for administrative costs than was requested. The SA requested a total of $466,670 over the seven-year period, but DOF reduced that amount to $94,000.

The Last and Final ROPS sets the total amount of expenditures by purpose for each of the next seven years. Staff proposes that the SA Board adopt a matching multi-year budget in order to avoid future administrative costs for annual budget preparation and presentation to the Board. Exhibit B displays the proposed budget for each of the seven years. Expenditures are limited to scheduled debt service payments on the SA's 2017 refunding bonds and payments to the City of National City for administrative services.

FINANCIAL STATEMENT:
The proposed multi-year budget provides for total expenditures of $24,701,550 over the seven-year Last and Final ROPS period that will be totally offset by Redevelopment Property Tax Trust Fund (RPTTF) revenues.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Balanced Budget and Economic Development

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

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

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – DOF Determination Letter
Exhibit B – Successor Agency Proposed Multi-Year Budget FYs 2026-27 through 2032-33
Exhibit C – Resolution

December 19, 2025

Alejandro Hernandez, Acting Executive Director
National City
1243 National City Boulevard
National City, CA 91950

Last and Final Recognized Obligation Payment Schedule Determination

Pursuant to Health and Safety Code (HSC) section 34191.6 (b), the National City Successor Agency (Agency) submitted a Last and Final Recognized Obligation Payment Schedule (Last and Final ROPS) to the California Department of Finance (Finance) on December 1, 2025. Finance has completed its review of the Agency's Last and Final ROPS.

HSC section 34191.6 (c) authorizes Finance to make amendments or changes to the Last and Final ROPS if the changes are agreed to in writing by the Agency. The Agency has agreed in writing to the following changes made by Finance to the Agency's Last and Final ROPS:

- Total requested administrative costs in the amount of $466,670 have been adjusted by $372,670 to $94,000. While the total administrative costs requested are within the fiscal year administrative cap, pursuant to HSC section 34171 (b) (2), the amount is excessive given the number and nature of the obligations listed on the Last and Final ROPS. Therefore, and with the Agency's concurrence, Finance adjusted the Administrative Cost Allowance for the entire Last and Final ROPS to $94,000. Adjustments specific to each ROPS period are reflected in the approved Last and Final ROPS.

Finance is approving the Agency's Last and Final ROPS with the above amendments and changes. These changes are reflected in the approved Last and Final ROPS.

The Agency's maximum approved Redevelopment Property Tax Trust Fund (RPTTF) distribution for the Last and Final ROPS is $24,701,550, as summarized in the Approved RPTTF Distribution table (see Attachment).

Please refer to the approved Last and Final ROPS schedule used to calculate the total RPTTF approved for distribution:

http://www.dof.ca.gov/Programs/Redevelopment/ROPS/

Any agreed-upon amendments or changes are reflected in the approved Last and Final ROPS posted on the above website.

This is Finance's determination related to the enforceable obligations reported on the Last and Final ROPS. HSC section 34191.6 (c) (2) allows agencies to submit no more than two requests to amend the approved Last and Final ROPS.

ROPS distributions will occur twice annually, one distribution for the July 1 through December 31 (ROPS A period), and one distribution for the January 1 through June 30 (ROPS B period). The Agency will receive RPTTF distributions up to the maximum approved amount on the Last and Final ROPS.

The Agency shall not expend more than the amount approved for each enforceable obligation listed and approved on the Last and Final ROPS. All unspent RPTTF received for enforceable obligations by the Agency should be retained for distribution to the affected taxing entities pursuant to HSC section 34191.6 (d) (2) (G). Further, any revenues, interest, and earnings of the Agency not authorized for use pursuant to the approved Last and Final ROPS shall be remitted to the County Auditor-Controller (CAC) pursuant to HSC section 34191.6 (c) (3). Pursuant to HSC section 34187 (e), once an agency has retired or paid off all enforceable obligations and all real property has been disposed of, the Agency is required to dispose of all remaining assets and remit any proceeds to the CAC for distribution to the affected taxing entities.

The amount available from the RPTTF is the same as the amount of property tax increment available prior to the enactment of the redevelopment dissolution statutes. Therefore, as a practical matter, the ability to fund the items on the Last and Final ROPS with property tax is limited to the amount of funding available to the Agency in the RPTTF. However, HSC section 34191.6 (c) (5) provides mechanisms for the Agency to pay enforceable obligations if insufficient RPTTF is available on an approved Last and Final ROPS.

HSC section 34187 (b) defines the process of final dissolution of the Agency. When all enforceable obligations have been retired or paid off, all real property has been disposed of, and all outstanding litigation has been resolved, the Agency shall, within 30 days of meeting these conditions, submit to the Oversight Board (OB) a request to formally dissolve. The OB shall approve the request within 30 days and submit the request for Finance's review.

Finance approved the Agency's annual ROPS 25-26 on March 21, 2025. Therefore, the Agency's most recent annual ROPS 25-26 approvals will remain effective through June 30, 2026, and funding approved through the Last and Final ROPS will commence with the ROPS 26-27 period.

Please direct inquiries to RedevelopmentAdministration@dof.ca.gov.

Sincerely,

[redacted]

Cheryl L. McCormick, CPA
Chief, Office of State Audits and Evaluations

cc: Janel Pehau, Finance Analyst, National City
Becky Greene, Manager, Auditor-Controller, San Diego County
Charissa Japlit, Countywide Oversight Board Representative

Attachment

Approved Last and Final ROPS RPTTF Distributions							
	A Periods			B Periods			
ROPS Period	**RPTTF**	**Admin RPTTF**	**A Period Total**	**RPTTF**	**Admin RPTTF**	**B Period Total**	**Annual Total**
Total requested	$ 23,759,838	$ 233,335	$ 23,993,173	$ 847,712	$ 233,335	$ 1,081,047	$ 25,074,220
Total adjustments	0	(186,335)	(186,335)	0	(186,335)	(186,335)	(372,670)
Totals	**23,759,838**	**47,000**	**23,806,838**	**847,712**	**47,000**	**894,712**	**24,701,550**
Total RPTTF approved for distribution							
ROPS 26-27	3,463,125	8,000	3,471,125	241,660	8,000	249,660	3,720,785
ROPS 27-28	3,414,660	8,000	3,422,660	202,312	8,000	210,312	3,632,972
ROPS 28-29	3,446,313	8,000	3,454,313	162,085	8,000	170,085	3,624,398
ROPS 29-30	3,437,085	8,000	3,445,085	121,475	8,000	129,475	3,574,560
ROPS 30-31	3,469,475	5,000	3,474,475	79,792	5,000	84,792	3,559,267
ROPS 31-32	3,244,792	5,000	3,249,792	40,388	5,000	45,388	3,295,180
ROPS 32-33	3,284,388	5,000	3,289,388	0	5,000	5,000	3,294,388
Total	**$ 23,759,838**	**$ 47,000**	**$ 23,806,838**	**$ 847,712**	**$ 47,000**	**$ 894,712**	**$ 24,701,550**

SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION
AS THE NATIONAL CITY REDEVELOPMENT AGENCY
LAST AND FINAL ROPS MULTI-YEAR BUDGET: FISCAL YEARS 2026-27 THROUGH 2032-33

REVENUES

Account Number	Account Title	Notes	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33
711-10-90-90100-3011-	Tax Increment Revenue	1	$ 3,672,320	$ 3,664,625	$ 3,615,170	$ 3,603,950	$ 3,334,584	$ 3,334,776	$ 5,000
711-10-90-90100-3320-	Interest Income - Loans	2	3,178	2,434	1,675	900	155		
	Total Revenue		$ 3,675,498	$ 3,667,059	$ 3,616,845	$ 3,604,850	$ 3,334,739	$ 3,334,776	$ 5,000

EXPENDITURES

Account Number	Account Title	Notes	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33
711-10-90-90100-7210-	City of National City	3	$ 16,000	$ 16,000	$ 16,000	$ 16,000	$ 10,000	$ 10,000	$ 10,000
711-10-90-90100-7480-	Bond Interest Redemption	4	522,786	443,973	364,397	283,559	201,267	120,180	40,388
711-00-00-00000-2211-	Long-Term Debt Payable	5	3,182,000	3,173,000	3,244,000	3,275,000	3,348,000	3,165,000	3,244,000
	Total Expenditures	6	$ 3,720,786	$ 3,632,973	$ 3,624,397	$ 3,574,559	$ 3,559,267	$ 3,295,180	$ 3,294,388

NOTES

1. This account is used to record the Redevelopment Property Tax Trust Fund (RPTTF) monies (property taxes) that the County is authorized to distribute to the Successor Agency to meet the SA's obligations. Amounts are recorded in the fiscal year for which the property taxes are due to the County and received. RPTTF distributions are allocated such that successor agencies receive cash in advance of when obligations are due to be paid. Cash needed for July through December ("A" period) payments is distrbuted in June, one month before the beginning of the "A" period. Cash needed for January through June ("B" period) is distributed in January.

2. Revenues recorded in this account are from interest payments related to the repayment of a loan made to the Mile of Cars Association in 2010 by the former Redevelopment Agency. Payments of $10,030.04 are made quarterly. The principal portion of the payment is recorded in the general ledger in the Loans Receivable account. None of these payments have been applied to the Last and Final ROPS, so once all of the Last and Final ROPS obligations have been met, the cash balance from these payments willl be distributed to the affected taxing entities.

3. Amounts budgeted in this account will be paid to the City of National City for administering the Successor Agency's financial activities.

4. Amounts budgeted in this account reflect the interest portion of the debt service payments on the Successor Agency's 2017 refunding bonds.

5. Amounts shown as budgeted in this account reflect the principal portion of the debt service payments on the Successor Agency's 2017 refunding bonds. The principal payments are recorded on the balance sheet as reductions to long-term debts payable.

6. The amount of total expenditures is equal to the total Successor Agency obligations authorized to be paid for each respective fiscal/ROPS year.

RESOLUTION NO. 2026 -

RESOLUTION OF THE BOARD OF THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION AS THE NATIONAL CITY REDEVELOPMENT AGENCY, CALIFORNIA (NATIONAL CITY SUCCESSOR AGENCY), ADOPTING A MULTI-YEAR BUDGET FOR FISCAL YEARS 2026-27 THROUGH 2032-33 THAT IS CONSISTENT WITH THE SUCCESSOR AGENCY'S APPROVED LAST AND FINAL ROPS.

WHEREAS, on October 21, 2025, (Resolution No. 2025-119), the Board of the National City Successor Agency approved the submittal of a Last and Final ROPS to the Countywide Redevelopment Successor Agency Oversight Board; and

WHEREAS, on November 20, 2025, the Countywide Redevelopment Successor Agency Oversight Board approved the National City Successor Agency's Last and Final ROPS and authorized its submittal to the California State Department of Finance (DOF); and

WHEREAS, on December 19, 2025, DOF issued its "Determination Letter" approving the National City Successor Agency's Last and Final ROPS, but with a lesser amount allowed for administrative costs than was requested; and

WHEREAS, the National City Successor Agency's Last and Final ROPS covers the seven-year period of fiscal years 2026-27 through 3032-33 and provides for total expenditures of $24,701,550 over that period; and

WHEREAS, successor agencies are not required to adopt an annual budget, but staff recommends doing so in the interest of practicality and transparency; and

WHEREAS, the National City Successor Agency's Executive Director has proposed that the Board adopt a multi-year budget for fiscal years 2026-27 through 2032-33 that is consistent with the authorized expenditures under the Last and Final ROPS in order to avoid administrative costs for annual budget preparation and presentation to the Board; and

WHEREAS, said multi-year budget, presented in Exhibit B to the agenda report and incorporated herein by reference, has been discussed and deliberated in public session.

NOW, THEREFORE, THE BOARD OF THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION AS THE NATIONAL CITY REDEVELOPMENT AGENCY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: That the Board of the Successor Agency hereby adopts a multi-year budget for the Successor Agency for fiscal years 2026-27 through 2032-33 as presented in Exhibit B to the agenda report.

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 30th day of June, 2026.

_____
Ron Morrison, Chairman

ATTEST:

_____
Shelley Chapel, MMC, City Clerk
as Secretary to the Successor Agency

APPROVED AS TO FORM:

_____
Heidi Skinner
Successor Agency Counsel

AGENDA REPORT

Department: **Engineering and Public Works**
Prepared by: **Ricardo Rodriguez, Associate Engineer-Civil**
Meeting Date: **Tuesday, June 30, 2026**
Approved by: **Douglas J. Schulze, City Manager**

SUBJECT:
Awarding a Contract to Palm Engineering Construction Company, Inc. for the 24th Street Sewer Improvements Project, CIP No. 25-21.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Palm Engineering Construction Company, Inc. in the Not-To-Exceed Amount of $3,983,370.03 for the 24th Street Sewer Improvements Project, CIP No. 25-21; 2) Authorizing a 15% Contingency in the Amount of $597,506 for any Unforeseen Changes; and 3) Authorizing the Mayor to Execute the Contract."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
In anticipation of a major grant-funded capital project that will include street improvements on East 24th Street, staff pre-emptively evaluated the capacity and condition of the sewer main. Future development and densification, per City planning documents, was also considered in the evaluation of the sewer main in E 24th Street. The result of that evaluation indicated that segments of the sewer were in need of replacement or upsizing. Performing the scope of work of this project in advance of the other would result in advantageous sequencing such that the paving could be completed once and not disrupted by the next project.

As a result of the evaluation and planning of future street improvements, the East 24th Street Sewer Improvements project, CIP 25-21, was designed and prioritized. The project will remove and replace the existing 6, 8, and 10-inch VCP sewer main with 8, 10, and 12-inch PVC sewer main, respectively, along East 24th Street from National City Boulevard to N Ave. The project scope includes the removal and replacement of existing manholes, lateral connections, and installation of backwater valves.

On April 16, 2026, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On April 21, 2026 and April 27, 2026, the bid solicitation was advertised in the local newspaper. On May 14, 2026, six (6) bids were received by the 2:00 p.m. deadline and Palm Engineering Construction Company, Inc. was the apparent lowest bidder with a total bid amount of $3,983,370.03.

Upon review of all documents submitted, Palm Engineering Construction Company, Inc.'s bid was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Staff recommends awarding a contract to Palm Engineering Construction Company, Inc. in the not-to-exceed amount of $3,983,370.03 and authorizing a 15% contingency in the amount of $597,506 to address any unforeseen conditions that may arise.

Construction will begin in late Summer 2026 and is expected to be completed in Spring 2027.

FINANCIAL STATEMENT:
Funding is available in the Sewer Fund for this contract. Expenditures for this project will be recorded as follows:

Contract Award - $3,983,370.03
Expenditure Account No. 125-10-18-18500-7598-2024125 SEWER UPSIZING

15% Contingency - $597,506
Expenditure Account No. 125-10-18-18500-7598-2024125 SEWER UPSIZING

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

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: **24th Street Sewer Improvements**
CIP NO: **25-21**
DATE: **May 14, 2026**
TIME: **2:00 P.M.**
ESTIMATE: **$5,400,000**
PROJECT ENGINEER: **Ricardo Rodriguez**

NO.	BIDDER'S NAME	BID AMOUNT	BID SECURITY - BOND
1	Palm Engineering Construction Co., Inc. 7330 Opportunity Road, Suite A San Diego, CA 92111	**$3,983,370.03**	Bond
2	Burtech Pipeline, Inc. 1325 Pipeline Drive Vista, CA 92081	**$4,974,935.30**	Bond
3	Dick Miller, Inc. 930 Boardwalk, Suite H San Marcos, CA 92078	**$5,277,777.77**	Bond
4	SRK Engineering, Inc. 2615 Auto Park Way Escondido, CA 92029	**$5,390,856.94**	Bond
5	Griffith Company 3050 E. Birch Street Brea, CA 92821	**$5,737,439.00**	Bond
6	Rove Engineering 398 E Aurora Drive El Centro, CA 92243	**$5,968,784.20**	Bond

Exhibit B

SUMMARY OF BID ITEMS

NAME: 24th Street Sewer Improvements
CIP NO: 25-21
DATE: May 14, 2026
TIME: 2:00 P.M.
ESTIMATE: $5,400,000
PROJECT ENGINEER: Ricardo Rodriguez

				Palm Engineering Construction Company, Inc.		Burtech Pipeline, Inc.		Dick Miller, Inc.	
Item	Description	Unit	Qty	Unit Price	Line Total	Unit Price	Line Total	Unit Price	Line Total
1	Mobilization/Demobilization	LS	1	$133,000.00	$133,000.00	$200,000.00	$200,000.00	$166,965.23	$166,965.23
2	Water Pollution Control	LS	1	$23,000.00	$23,000.00	$40,000.00	$40,000.00	$104,000.00	$104,000.00
3	Trench Shoring - Mainline and Manholes	LS	1	$55,000.00	$55,000.00	$80,000.00	$80,000.00	$209,000.00	$209,000.00
4	Trench Shoring - Laterals	EA	54	$135.00	$7,290.00	$555.00	$29,970.00	$518.00	$27,972.00
5	Dewatering Plan	LS	1	$3,333.00	$3,333.00	$500.00	$500.00	$5,000.00	$5,000.00
6	Dewatering Mobilization/Demobilization	LS	1	$5,333.00	$5,333.00	$500.00	$500.00	$13,000.00	$13,000.00
7	Dewatering and Treatment	LS	1	$6,333.00	$6,333.00	$500.00	$500.00	$144,000.00	$144,000.00
8	Traffic Control	LS	1	$73,000.00	$73,000.00	$250,000.00	$250,000.00	$230,000.00	$230,000.00
9	Utility Potholing and Coordination	LS	1	$63,000.00	$63,000.00	$85,000.00	$85,000.00	$175,950.00	$175,950.00
10	Temporary Sewer Bypass Plan	LS	1	$61,333.00	$61,333.00	$80,000.00	$80,000.00	$370,533.00	$370,533.00
11	Remove Existing 10" Sewer Main and Replace with 12" SDR35 PVC Sewer Main by Open Trench	LF	60	$800.00	$48,000.00	$1,340.00	$80,400.00	$286.00	$17,160.00
12	Remove Existing 8" Sewer Main and Replace with 10" SDR35 PVC Sewer Main by Open Trench	LF	2210	$283.00	$625,430.00	$375.00	$828,750.00	$258.00	$570,180.00
13	Remove Existing 6" Sewer Main and Replace with 8" SDR35 PVC Sewer Main by Open Trench	LF	2223	$273.00	$606,879.00	$325.00	$722,475.00	$258.00	$573,534.00
14	Furnish and Install Sewer Lateral w/ Cleanout To ROW and Reconnect	LF	2110	$181.33	$382,606.30	$220.00	$464,200.00	$212.70	$448,797.00
15	Furnish and Install Sewer Lateral Backwater Assembly	EA	31	$5,933.00	$183,923.00	$2,700.00	$83,700.00	$4,000.00	$124,000.00
16	Remove and Replace Existing Manhole w/ 48" Manhole at 5' To 10' Deep	EA	11	$18,033.00	$198,363.00	$29,800.00	$327,800.00	$28,000.00	$308,000.00
17	Remove and Replace Existing Manhole w/ 60" Manhole at 10' To 15' Deep	EA	2	$25,000.00	$50,000.00	$32,000.00	$64,000.00	$38,000.00	$76,000.00
18	Remove and Replace/Relocate Existing Manhole #1959 W/ 60" Manhole	EA	1	$28,000.00	$28,000.00	$33,000.00	$33,000.00	$55,000.00	$55,000.00

19	Remove and Replace Existing Drop Manhole #961 W/ 60" Manhole and 2 Drops	LS	1	$28,333.00	$28,333.00	$50,000.00	$50,000.00	$55,000.00	$55,000.00
20	Remove and Replace/Relocate Existing Drop Manhole #964 W/ 60" Manhole and 2 Drops	LS	1	$28,333.00	$28,333.00	$42,500.00	$42,500.00	$52,000.00	$52,000.00
21	Remove and Replace Existing Drop Manhole #971 W/ 60" Manhole and 3 Drops	LS	1	$33,000.00	$33,000.00	$62,000.00	$62,000.00	$54,000.00	$54,000.00
22	Remove and Replace Existing Drop Manhole #974 W/ 60" Manhole and 2 Drops	LS	1	$30,300.00	$30,300.00	$46,700.00	$46,700.00	$50,000.00	$50,000.00
23	Remove and Replace PCC Curb	LF	795	$60.33	$47,962.35	$25.00	$19,875.00	$68.00	$54,060.00
24	Remove and Replace PCC Gutter	LF	795	$25.00	$19,875.00	$25.00	$19,875.00	$58.00	$46,110.00
25	Remove and Replace PCC Sidewalk	SF	2650	$15.00	$39,750.00	$15.75	$41,737.50	$15.00	$39,750.00
26	Cold Milling Asphalt Pavement - 2" Depth	SF	232862	$0.49	$114,102.38	$0.40	$93,144.80	$0.67	$156,017.54
27	2" Asphalt Concrete Finish Course w/ Forti-Fi or Equal	TON	2984	$165.00	$492,360.00	$182.00	$543,088.00	$153.00	$456,552.00
28	4" Asphalt Concrete Base Course	TON	340	$253.00	$86,020.00	$340.00	$115,600.00	$303.00	$103,020.00
29	Temporary and Permanent Pavement Striping and Markings	LS	1	$39,333.00	$39,333.00	$41,000.00	$41,000.00	$38,830.00	$38,830.00
30	Truncated Domes	SF	168	$80.00	$13,440.00	$70.00	$11,760.00	$94.00	$15,792.00
31	ADA Curb Ramp	EA	31	$7,003.00	$217,093.00	$7,700.00	$238,700.00	$9,150.00	$283,650.00
32	4" PCC Sidewalk (Bus Boarding Area)	SF	75	$95.00	$7,125.00	$58.00	$4,350.00	$25.00	$1,875.00
33	Removal, Disposal, and Replacement of Unsuitable Base/ Subgrade material	CY	261	$131.00	$34,191.00	$200.00	$52,200.00	$240.00	$62,640.00
34	Remove and Replace Type E Loop, Limit Line Type F Loop, and Type C Bike Loop (Caltrans Standard Plan ES-5B)	EA	10	$750.00	$7,500.00	$1,250.00	$12,500.00	$715.00	$7,150.00
35	Concrete Bus Pad (Greenbook Std Plan 131-3, Section B-B, 85'x10'8")	SF	1700	$39.33	$66,861.00	$33.00	$56,100.00	$23.00	$39,100.00
36	Furnish and Install 2" Conduit	LF	270	$55.00	$14,850.00	$58.00	$15,660.00	$55.00	$14,850.00
37	Furnish and Install 3" Conduit	LF	120	$60.00	$7,200.00	$64.00	$7,680.00	$61.00	$7,320.00
38	Furnish and Install 4" Conduit	LF	240	$66.00	$15,840.00	$70.00	$16,800.00	$66.00	$15,840.00
39	Furnish and Install 2" Conduit for Fiber Optic System	LF	900	$49.50	$44,550.00	$52.00	$46,800.00	$50.00	$45,000.00
40	Furnish and Install Pull Box (No. 5, 6, 6E)	EA	9	$1,100.00	$9,900.00	$1,150.00	$10,350.00	$1,100.00	$9,900.00
41	Furnish and Install Pull Box (No. 6T)	EA	1	$1,980.00	$1,980.00	$2,070.00	$2,070.00	$1,980.00	$1,980.00
42	Furnish and Install 1" Conduit Stub-Out	EA	3	$833.00	$2,499.00	$865.00	$2,595.00	$825.00	$2,475.00
43	Furnish and Install 2" Conduit Stub-Out	EA	1	$833.00	$833.00	$865.00	$865.00	$825.00	$825.00
44	Furnish and Install 3" Conduit Stub-Out	EA	4	$831.00	$3,324.00	$865.00	$3,460.00	$825.00	$3,300.00
45	Furnish and Install 4" Conduit Stub-Out	EA	2	$831.00	$1,662.00	$865.00	$1,730.00	$825.00	$1,650.00
46	Slurry Backfill Sewer Lateral Where Within 5' of Water Lateral	EA	5	$1,333.00	$6,665.00	$2,000.00	$10,000.00	$2,500.00	$12,500.00
47	Relocate Water Lateral Where Within 5' of Sewer Lateral	EA	5	$2,933.00	$14,665.00	$7,000.00	$35,000.00	$5,500.00	$27,500.00
		Subtotal			**$3,983,370.03**		**$4,974,935.30**		**$5,277,777.77**
		Total			**$3,983,370.03**		**$4,974,935.30**		**$5,277,777.77**

OWNER - CONTRACTOR AGREEMENT

24TH STREET SEWER IMPROVEMENTS PROJECT, CIP NO. 25-21

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **Palm Engineering Construction Company, Inc. ("Contractor")**, *7330 Opportunity Road, Suite A, San Diego, CA 92111* on the **30th day of June , 2026**, 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 15, 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

Attest:

Heidi Skinner
Interim City Attorney, City of National City

Contractor:

(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
1	Mobilization/Demobilization	LS	1	$133,000.00	$133,000.00
2	Water Pollution Control	LS	1	$23,000.00	$23,000.00
3	Trench Shoring - Mainline and Manholes	LS	1	$55,000.00	$55,000.00
4	Trench Shoring - Laterals	EA	54	$135.00	$7,290.00
5	Dewatering Plan	LS	1	$3,333.00	$3,333.00
6	Dewatering Mobilization/Demobilization	LS	1	$5,333.00	$5,333.00
7	Dewatering and Treatment	LS	1	$6,333.00	$6,333.00
8	Traffic Control	LS	1	$73,000.00	$73,000.00
9	Utility Potholing and Coordination	LS	1	$63,000.00	$63,000.00
10	Temporary Sewer Bypass Plan	LS	1	$61,333.00	$61,333.00
11	Remove Existing 10" Sewer Main and Replace with 12" SDR35 PVC Sewer Main by Open Trench	LF	60	$800.00	$48,000.00
12	Remove Existing 8" Sewer Main and Replace with 10" SDR35 PVC Sewer Main by Open Trench	LF	2210	$283.00	$625,430.00
13	Remove Existing 6" Sewer Main and Replace with 8" SDR35 PVC Sewer Main by Open Trench	LF	2223	$273.00	$606,879.00
14	Furnish and Install Sewer Lateral w/ Cleanout To ROW and Reconnect	LF	2110	$181.33	$382,606.30
15	Furnish and Install Sewer Lateral Backwater Assembly	EA	31	$5,933.00	$183,923.00
16	Remove and Replace Existing Manhole w/ 48" Manhole at 5' To 10' Deep	EA	11	$18,033.00	$198,363.00
17	Remove and Replace Existing Manhole w/ 60" Manhole at 10' To 15' Deep	EA	2	$25,000.00	$50,000.00
18	Remove and Replace/Relocate Existing Manhole #1959 W/ 60" Manhole	EA	1	$28,000.00	$28,000.00
19	Remove and Replace Existing Drop Manhole #961 W/ 60" Manhole and 2 Drops	LS	1	$28,333.00	$28,333.00
20	Remove and Replace/Relocate Existing Drop Manhole #964 W/ 60" Manhole and 2 Drops	LS	1	$28,333.00	$28,333.00
21	Remove and Replace Existing Drop Manhole #971 W/ 60" Manhole and 3 Drops	LS	1	$33,000.00	$33,000.00
22	Remove and Replace Existing Drop Manhole #974 W/ 60" Manhole and 2 Drops	LS	1	$30,300.00	$30,300.00
23	Remove and Replace PCC Curb	LF	795	$60.33	$47,962.35
24	Remove and Replace PCC Gutter	LF	795	$25.00	$19,875.00
25	Remove and Replace PCC Sidewalk	SF	2650	$15.00	$39,750.00
26	Cold Milling Asphalt Pavement - 2" Depth	SF	232862	$0.49	$114,102.38
27	2" Asphalt Concrete Finish Course w/ Forti-Fi or Equal	TON	2984	$165.00	$492,360.00
28	4" Asphalt Concrete Base Course	TON	340	$253.00	$86,020.00
29	Temporary and Permanent Pavement Striping and Markings	LS	1	$39,333.00	$39,333.00
30	Truncated Domes	SF	168	$80.00	$13,440.00
31	ADA Curb Ramp	EA	31	$7,003.00	$217,093.00
32	4" PCC Sidewalk (Bus Boarding Area)	SF	75	$95.00	$7,125.00
33	Removal, Disposal, and Replacement of Unsuitable Base/ Subgrade material	CY	261	$131.00	$34,191.00
34	Remove and Replace Type E Loop, Limit Line Type F Loop, and Type C Bike Loop (Caltrans Standard Plan ES-5B)	EA	10	$750.00	$7,500.00

35	Concrete Bus Pad (Greenbook Std Plan 131-3, Section B-B, 85'x10'8")	SF	1700	$39.33	$66,861.00
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37	Furnish and Install 3" Conduit	LF	120	$60.00	$7,200.00
38	Furnish and Install 4" Conduit	LF	240	$66.00	$15,840.00
39	Furnish and Install 2" Conduit for Fiber Optic System	LF	900	$49.50	$44,550.00
40	Furnish and Install Pull Box (No. 5, 6, 6E)	EA	9	$1,100.00	$9,900.00
41	Furnish and Install Pull Box (No. 6T)	EA	1	$1,980.00	$1,980.00
42	Furnish and Install 1" Conduit Stub-Out	EA	3	$833.00	$2,499.00
43	Furnish and Install 2" Conduit Stub-Out	EA	1	$833.00	$833.00
44	Furnish and Install 3" Conduit Stub-Out	EA	4	$831.00	$3,324.00
45	Furnish and Install 4" Conduit Stub-Out	EA	2	$831.00	$1,662.00
46	Slurry Backfill Sewer Lateral Where Within 5' of Water Lateral	EA	5	$1,333.00	$6,665.00
47	Relocate Water Lateral Where Within 5' of Sewer Lateral	EA	5	$2,933.00	$14,665.00
			Subtotal		**$3,983,370.03**
			Total		**$3,983,370.03**

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. _____, passed the 30th day of June, 2026 has awarded to _____, hereinafter designated as the "Principal", the 24TH STREET SEWER IMPROVEMENTS, CIP No. 25-21.

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 Council of the City of National City, hereinafter called the "Council", in the penal sum of _____($_____) 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, the City Council, their officers, agents, and employees, 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 of National City and judgment is recovered, the surety shall pay all costs incurred by the Council 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. _____, passed the 30th day of June, 2026 has awarded _____, hereinafter designated as the "Principal", the 24th Street Sewer Improvements, CIP No. 25-21.

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 Council of the City of National City, hereinafter called the "Council", in the penal sum of _____ 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 inure 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. 2026 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AWARDING A CONTRACT TO PALM ENGINEERING CONSTRUCTION COMPANY, INC. IN THE NOT-TO-EXCEED AMOUNT OF $3,983,370.03 FOR THE 24TH STREET SEWER IMPROVEMENTS PROJECT, CIP NO. 25-21; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF $597,506 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the 24th Street Sewer Improvements project, CIP No. 25-21 (the "Project") will remove and replace the existing 6, 8, and 10-inch VCP sewer main with 8, 10, and 12-inch PVC sewer main, respectively, along E 24th Street from National City Boulevard to N Ave; and

WHEREAS, on April 16, 2026, the bid solicitation for the Project was posted on PlanetBids, a free public electronic bidding system for contractors; and

WHEREAS, on April 21st and April 27th, 2026, the bid solicitation was advertised in the local newspaper; and

WHEREAS, on May 14, 2026, six (6) bids were received by the 2:00 p.m. deadline; and

WHEREAS, upon review of all documents submitted, Palm Engineering Construction Company, Inc.'s bid in the total bid amount of $3,983,370.03 was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the Project specifications; and

WHEREAS, City staff recommends 1) awarding a contract to Palm Engineering Construction Company, Inc. in the not to-exceed amount of $3,983,370.03 for the 24th Street Sewer Improvements project, CIP No. 25-21; 2) authorizing a 15% contingency in the amount of $597,506 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract.

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 Palm Engineering Construction Company, Inc. in the not-to-exceed amount of $3,983,370.03 for the 24th Street Sewer Improvements project, CIP No. 25-21.

Section 2: That the City Council hereby authorizes a 15% contingency in the amount of $597,506 for any unforeseen changes.

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 30th day of June, 2026.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Heidi Skinner, City Attorney

AGENDA REPORT

Department: City Manager's Office
Prepared by: Daniel Gonzalez, Council Representative
Meeting Date: Tuesday, June 30, 2026
Approved by: Douglas J. Schulze, City Manager

SUBJECT:
Temporary Use Permit – Meeting of Styles Hosted by Vision Culture Foundation at 1726 Wilson Ave. on Sunday, July 19th, 2026, from 9:00 a.m. to 7:00 p.m.

RECOMMENDATION:
Approve the Application for a Temporary Use Permit Subject to Compliance with all Conditions of Approval and in Accordance with City Council Policy 802.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The Meeting of Styles event is an internationally recognized street art competition that brings together artists from around the world to create large scale murals through live painting and creative collaboration. This event is proposed to take place at 1726 Wilson Ave. in National City, utilizing the space beneath the highway as an activated art venue. There will be barriers placed around the construction sites to avoid anyone from tampering with the ongoing construction. By hosting the competition at this location, the event will create a vibrant, community centered environment where residents and visitors can experience international artists at work while celebrating creativity, cultural exchange and the continued expansion of public art in the city.

FINANCIAL STATEMENT:
The exact fiscal impact associated with City support services has not yet been finalized. Staffing and operational requirements continue to be coordinated among City departments and participating agencies. Any costs associated with the event will be determined through the final review process and assessed in accordance with applicable City regulations.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Balanced Budget and Economic Development

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

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

ORDINANCE:
Not Applicable

EXHIBITS:

Exhibit A – Temporary Use Permit – Meeting of Styles
Exhibit B – Meeting of Styles Traffic Control Plan
Exhibit C – Meeting of Styles Traffic Event Map
Exhibit D - Caltrans Encroachment Permit Application
Exhibit E - Caltrans Encroachment Permit Bill

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

Special Event Application

Type of Event

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

Event Name & Location

Event Title: Meeting of Styles

Event Location (list all sites being requested): 1726 Wilson Ave. National City CA, 92122

Event Times

Set-Up Starts
Date 7/19/26 Time 9:00 A.M. Day of Week Sunday

Event Starts
Date 7/19/26 Time 12:00 PM Day of Week Sunday

Event Ends
Date 7/19/26 Time 6:00 P.M. Day of Week Sunday

Breakdown Ends
Date 7/19/26 Time 7:30 P.M. Day of Week Sunday

Applicant Information

Applicant (Your name): Daniel Gonzalez Sponsoring Organization: The City of National City

Event Coordinator (if different from applicant): Ryan Johnson (Vision Culture Foundation)

Mailing Address: 1243 National City Blvd

Day Phone: 619 247 4592 After Hours Phone: 619 731 9619 Cell: _____ Fax: _____

Public Information Phone: 619-731-9619 E-mail: dgonzalez@nationalcityca.gov

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

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

Signature of Applicant: [redacted] Date 5/7/2026

Special Event Application (continued)

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

Fees/Proceeds/Reporting

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

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

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

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

$0 Estimated Expenses for this event.

$0 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Description of Event

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

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

The meeting of Styles event is an internationally recognized street art competition that brings together artists from around the world to create large scale murals through live painting and creative collaboration. This event will include live mural works, local merchandise vendors, and live performanc from local dj's and a small music group.

Estimated Attendance

Anticipated # of Participants: 25 Anticipated # of Spectators: 1000

Traffic Control, Security, First Aid and Accessibility

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

List any streets requiring closure as a result of the event (provide map): 17th Street through Wilson Ave. / 18th Street from Wilson to Mckinley.

Date and time of street closure: 9:00 A.M. Date and time of street reopening: 7:30 P.M.

☐ Other (explain)

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

☐ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map):

☐ Other (explain)

Security and Crowd Control

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

Please describe your procedures for both Crowd Control and Internal Security:

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

Yes ☑ **No** ☐ If YES, name and address of Security Organization Section 8 MC

Security Director (Name): Kona Pasion Phone: 808-469-6576

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

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

First Aid

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

☐ First aid station to be staffed by professional company. ► Company _____

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

Accessibility

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

The event will be held at street level with no elevation changes. Ensuring barrier free access.

Elements of your Event

Setting up a stage? Yes ☑ **No** ☐

☑ Requesting City's PA system

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

☐ Applicant providing own stage ►_____(Dimensions)

Setting up canopies or tents?

25 # of canopies size 10x10

_____ # of tents size _____

☐ No canopies/tents being set up

Setting up tables and chairs?

☑ Furnished by Applicant or Contractor

_____ # of tables ☐ No tables being set up

_____ # of chairs ☐ No chairs being set up

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

2 # of tables ☐ No tables being set up

4 # of chairs ☐ No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

Setting up other equipment?

☐ Sporting Equipment (explain) _____

☐ Other (explain) _____

☐ Not setting up any equipment listed above at event

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

☑ PA System for announcements ☑ CD player or DJ music

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

☐ Other (explain) _____

If using live music or a DJ. ► Contractor Name Vision Culture Foundation

► 2440 Highland National City, CA 619-247-4592
Address City/State Phone Number

Using lighting equipment at your event? Yes ☐ No ☑

☐ Bringing in own lighting equipment

☐ Using professional lighting company ► Company Name _____

_____
Address City/State Phone Number

Using electrical power? Yes ☑ No ☐

☐ Using Kimball Park Bowl Lighting (from_____to____)

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

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

Vendor Information

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

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

☑ Vendors preparing food on-site ► #1 ► Business License #09051533

If yes, please describe how food will be served and/or prepared: _____

_____

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

☑ Vendors bringing pre-packaged food ► #1 ► Business License #09051533

☑ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ► #1

☑ Vendors selling food #1 ► Business License #(s) 09051533

☑ Vendors selling merchandise #1 ► Business License #(s) 09051533

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

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

► Explain services _____

☐ Vendors passing out information only (no business license needed) #_____

► Explain type(s) of information _____

☐ No selling or informational vendors at event

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

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

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

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

☐ Carnival Rides _____ ☐ Other _____

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

☐ Vendor name and license # _____

Dimensions_____ Duration_____

Number of shells_____ Max. size_____

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

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

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

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

Event Signage

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

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

☐ Yes, we will post signage # _____ Dimensions _____

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

☐ Yes, we will have banners # _____

☐ What will signs/banners say? _____

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

☐ Location of banners/signage _____

Waste Management

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

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

If yes, please identify the following:

► Total number of portable toilets: 6

► Total number of ADA accessible portable toilets: _____

☐ Contracting with portable toilet vendor. ► _____
Company Phone

► Load-in Day & Time _____ ► Load-out Day & Time _____

☐ Portable toilets to be serviced. ► Time _____

Set-up, Breakdown, Clean-up

Setting up the day before the event?

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

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

Requesting vehicle access onto the turf?

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

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

NPDES-Litter Fence

- [ ] City to install litter fence
- [ ] Applicant to install litter fence
- [x] N/A

Breaking down set-up the day after the event?

- [ ] Yes, breakdown will be the day after the event. ► # of breakdown day(s) _____
- [x] No, breakdown will occur on the event day.

How are you handling clean-up?

- [ ] Using City crews
- [x] Using volunteer clean-up crew during and after event.
- [ ] Using professional cleaning company during and after event.

Miscellaneous

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

_____

_____

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

Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: Meeting of Styles

Event Address: 1726 Wilson Ave. **Expected # of Attendees:**

Event Host/Coordinator: The City of National City **Phone Number:** 619-731-9619

II. Storm Water Best Management Practices (BMPs) Review

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

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

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

Organization: Vision Culture Foundation

Person in Charge of Activity: Ryan Johnson (VCF)

Address: 2440 Highland Ave. National City CA, 91950

Telephone: 6197319619 / 6192474592 Date(s) of Use: 5/4/26

HOLD HARMLESS AGREEMENT

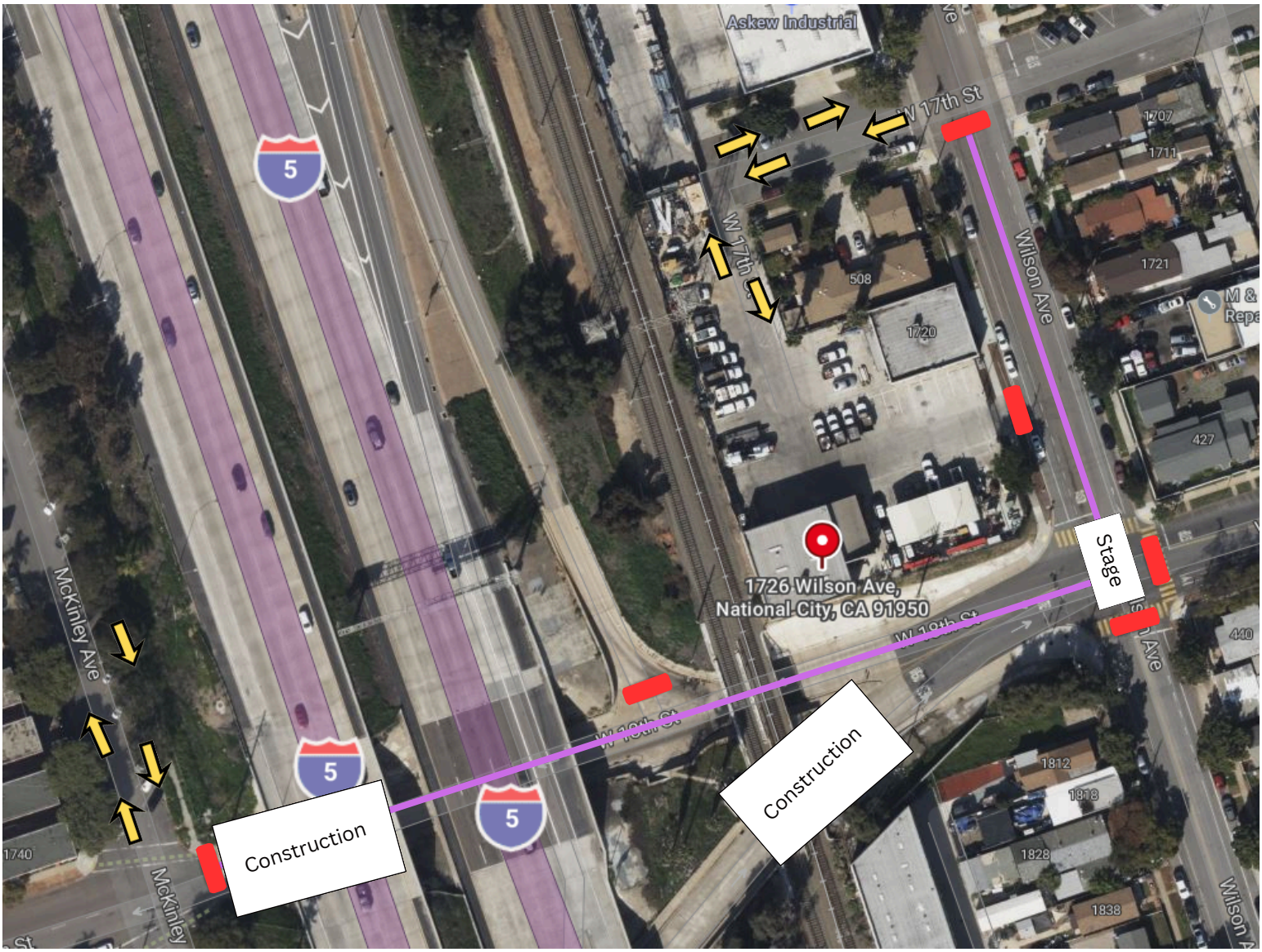
As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and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

Signature of Applicant: [redacted]

Official Title: Executive Asisstant III Date: 5/4/26

For Office Use Only

Certificate of Insurance Approved _____ Date _____



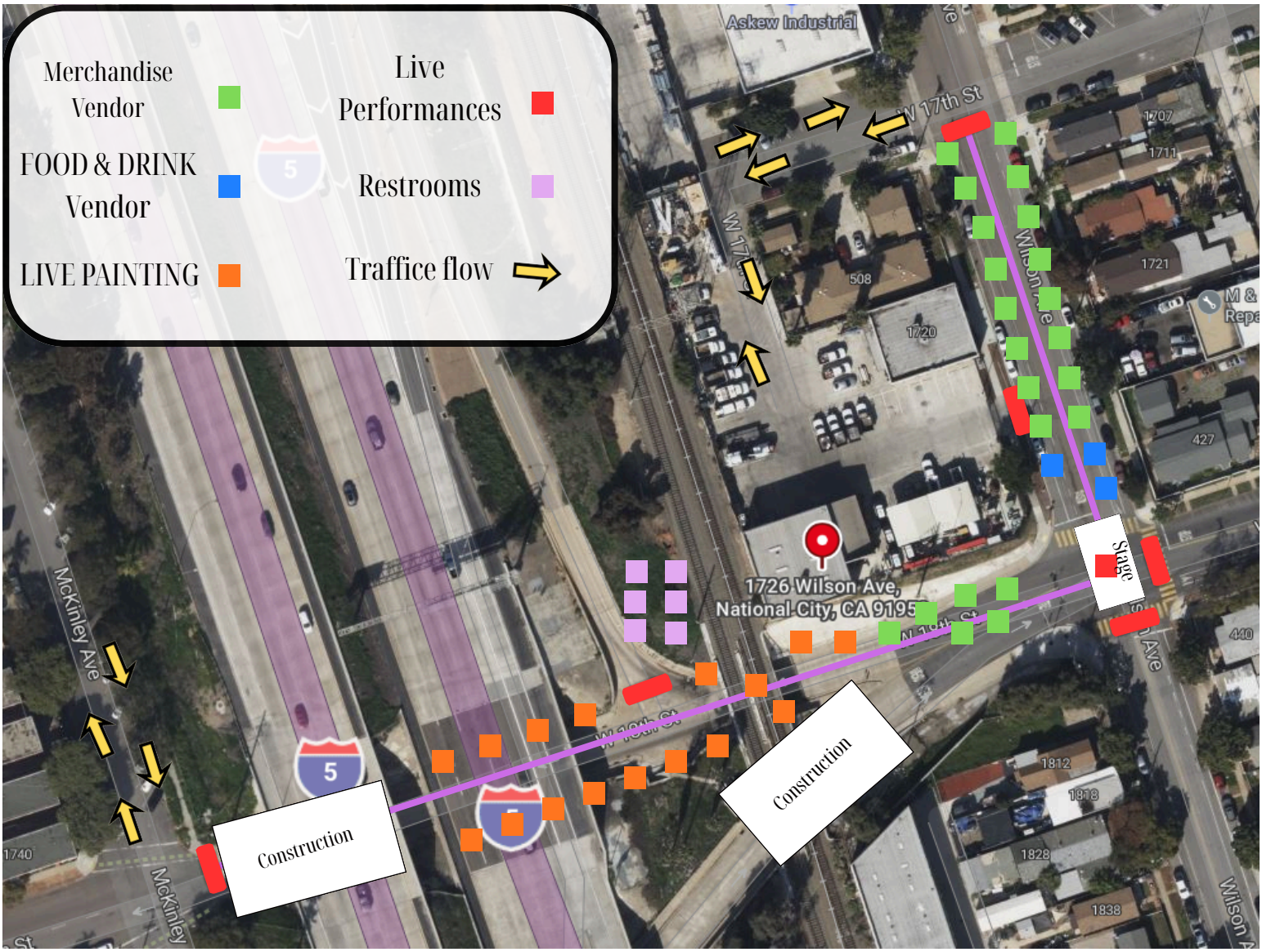
Description of event:

The Meeting of Styles event is an internationally recognized street art competition that brings together artists from around the world to create large scale murals through live painting and creative collaboration.

This event is proposed to take place at 1726 Wilson Ave. in National City. Utilizing the space beneath the highway as an activated art venue. Their will be barriers placed around the construction sites to avoid anyone from tampering with the ongoing construction. By hosting the competition at this location, the event will create a vibrant, community centered environment where residents and visitors can experience international artists at work while celebrating creativity, cultural exchange and the continued expansion of public art in the city.

Limits and Time of the Requested Closure:

The proposed closure will occur on 17th Street through Wilson Avenue, and on 18th street from Wilson to Mckinley. Additionally, The northbound I-5 onramp will be fully closed to vehicular access during the duration of the event to prevent unauthorized entry onto the freeway. The closure will be in place on July 19 with setup beginning at 9:00 AM. Full closure will be maintained throughout the event, with cleanup concluding at 7:00 PM the same day. Traffic control will be implemented in accordance with 2025 Caltrans Standard Plans. Advance notification will be provided to the surrounding community regarding the road closures prior to the event.


Merchandise Vendor
Live Performances
FOOD & DRINK Vendor
Restrooms
LIVE PAINTING
Traffice flow
Askew Industrial
W 17th St
1726 Wilson Ave, National City, CA 9195
Stage
Construction
Construction
McKinley Ave
McKinley
5
5
1740
1812
1828
1838
1720
508
1721
427
440

STANDARD ENCROACHMENT PERMIT APPLICATION

DOT TR-0100 (REV 08/2025)

Complete ALL fields, write "N/A" if not applicable. Type or print clearly.

This application is not complete until all requirements have been approved.

Permission is requested to encroach on the State Highway right-of-way as follows:

FOR CALTRANS USE
TRACKING NO. 11-26-X-XX-0501
DIST/CO/RTE/PM 11/SD/005/PM R10.45
SIMPLEX STAMP
DATE OF SIMPLEX STAMP

1. COUNTY	2. ROUTE	3. POST MILE
SD	005	R10.45

4. ADDRESS OR STREET NAME	5. CITY
1726 Wilson Ave. National City CA. 91950	National City

6. CROSS STREET (Distance and direction from project site)
Wilson and 18th St. & 19th and Mckinley Ave.

7. WORK TO BE PERFORMED BY
☒ APPLICANT ☐ CONTRACTOR

8. IS THIS APPLICATION FOR A RIDER?
☒ NO ☐ YES. If "YES", provide the Parent Permit Number

9. ESTIMATE START DATE	10. ESTIMATED COMPLETION DATE
July 19, 2026	July 19, 2026

11. ESTIMATED NUMBER OF WORKING DAYS WITHIN STATE HIGHWAY RIGHT-OF-WAY
1

12. ESTIMATED CONSTRUCTION COSTS WITHIN STATE HIGHWAY RIGHT-OF-WAY
$0.0

13. HAS THE PROJECT BEEN REVIEWED BY ANOTHER CALTRANS BRANCH?
☒ NO ☐ YES. If "YES", which branch?

14. FUNDING SOURCE(S)
☐ FEDERAL ☐ STATE ☒ LOCAL ☐ PRIVATE ☐ SB 1 (ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017)

15. CALTRANS PROJECT CODE (ID)	16. APPLICANT'S REFERENCE / UTILITY WORK ORDER NUMBER
	N/A

17. DESCRIBE WORK TO BE DONE WITHIN STATE HIGHWAY RIGHT-OF-WAY (in 20 lines or less)
Attach 6 complete sets of plans (folded to 8.5" x 11") and any applicable specifications, calculations, maps, traffic control plans, etc.

The Meeting of Styles event is an internationally recognized street art competition that brings together artists from around the world to create large-scale murals through live painting and creative collaboration.

This event is proposed to take place at 1726 Wilson Ave in National City, utilizing the space beneath the highway as an activated art venue. By hosting the competition at this location, the event will create a vibrant, community-centered environment where residents and visitors can experience international artists at work while celebrating creativity, cultural exchange, and the continued expansion of public art in the city.

18 (a). PORTION OF STATE HIGHWAY RIGHT-OF-WAY WHERE WORK IS BEING PROPOSED (check all that apply)
☐ Traffic lane ☐ Shoulder ☐ Sidewalk ☐ Median ☒ At or near an intersection ☐ Mobile work
☐ Outside of the shoulder, 0.0 feet from edge of pavement ☐ Other _____

18 (b). PROPOSED TRAFFIC CONTROL PLANS AND METHOD
☐ No traffic control needed ☐ State Standard Plans (T-Sheets) # _____
☒ Project specific Traffic Control Plans included ☐ To be submitted by contractor

Americans with Disabilities Act (ADA) Notice: This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

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STANDARD ENCROACHMENT PERMIT APPLICATION

DOT TR-0100 (REV 08/2025)

TRACKING NO.
11-26-X-XX-0501

19. EXCAVATION	MAX. DEPTH (in)	MIN. DEPTH (in)	AVG. WIDTH (in)	LENGTH (ft)	SURFACE TYPE (e.g. Asphalt, concrete, soil, etc.)
	0.0000	0.0000	0.0000	0.0000	N/A

20. PIPES	PRODUCT BEING TRANSPORTED	CARRIER PIPE	CASING PIPE
	N/A	DIAMETER 0.0000 (in.) MATERIAL N/A	DIAMETER 0.0000 (in.) MATERIAL N/A

PROPOSED INSTALLATION METHOD (e.g. HDD, Bore & Jack, Open Cut, etc.)
N/A

VOLTAGE / PSIG
N/A

DOES THE PROPOSED PROJECT INVOLVE THE REPLACEMENT AND/OR ABANDONMENT OF AN EXISTING FACILITY?

☒ NO ☐ YES. If "YES", provide a description

21. IS A CITY, COUNTY OR OTHER PUBLIC AGENCY INVOLVED IN THE APPROVAL OF THIS PROJECT?

☒ YES (if "YES", check the type of project AND attach the environmental documentation and conditions of approval)

☐ COMMERCIAL DEVELOPMENT ☐ BUILDING ☐ GRADING ☐ OTHER SE - Special Event

☐ CATEGORICALLY EXEMPT ☐ NEGATIVE DECLARATION ☐ ENVIRONMENTAL IMPACT REPORT ☒ OTHER Not Applicable

☐ NO (if "NO", check the category below which best describes the project AND answer questions A-K)

☐ DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE OR RESURFACING ☐ FENCE ☐ EROSION CONTROL

☐ PUBLIC UTILITY MODIFICATION, EXTENSIONS, HOOKUPS ☐ MAILBOX ☐ LANDSCAPING

☐ FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS ☐ OTHER

The following questions must be answered when a City, County or other public agency IS NOT involved in the approval of this project.

Your answers to these questions will assist Caltrans staff in identifying any physical, biological, social or economic resources that may be affected by your proposed project within State Highway right-of-way and to determine which type of environmental studies may be required to approve your application for an encroachment permit. It is the applicant's responsibility for the production of all required environmental documentation and supporting studies and in some cases this may be costly and time consuming. If possible, attach photographs of the location of the proposed project. Answer these questions to the best of your ability. Provide a description of any "YES" answers (type, name, number, etc.).

A. Will any existing vegetation and/or landscaping within State Highway right-of-way be disturbed?
No

B. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the proposed project?
No

C. Is the proposed project located within five miles of the coast line?
No

D. Will the proposed project generate construction noise levels greater than 86 decibels (dBA) (e.g. Jack-hammering, pile driving)?
No

E. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?
No

F. Are there any recreational trails or paths within the limits of the proposed project?
No

G. Will the proposed project impact any structures, buildings, rail lines or bridges within State Highway right-of-way?
No

H. Will the proposed project impact access to any businesses or residences?
No

I. Will the proposed project impact any existing public utilities or public services?
No

J. Will the proposed project impact any existing pedestrian facilities, such as sidewalks, crosswalks or overcrossings?
No

K. Will new lighting be constructed within or adjacent to State Highway right-of-way?
No

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STANDARD ENCROACHMENT PERMIT APPLICATION

DOT TR-0100 (REV 08/2025)

TRACKING NO.
11-26-X-XX-0501

22. Will the proposed project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource? ☐ YES ☒ NO (if "YES", provide a description)

23. Will the proposed project be on an existing State Highway or street where the activity involves removal of a scenic resource? (e.g. A significant tree or stand of trees, a rock outcropping or a historic building) ☐ YES ☒ NO (if "YES", provide a description)

24. Is work being done on the applicant's property in addition to State Highway right-of-way? ☐ YES ☒ NO
(If "YES", attach 6 complete sets of site and grading plans)

25. Will the proposed project require the disturbance of soil? ☐ YES ☒ NO
If "YES", estimate the area of disturbed soil within State Highway right-of-way in acres: 0.0000
and estimate the area of disturbed soil outside State Highway right-of-way in acres: 0.0000

26. Will the proposed project require dewatering? ☐ YES ☒ NO
If "YES", estimate Total gallons AND gallons/month. N/A (Total gallons) AND N/A (gallons/month)
SOURCE*: ☐ STORMWATER ☒ NON-STORMWATER
*(*See Caltrans SWMP for definition of non-storm water discharge: https://www.dot.ca.gov/programs/environmental-analysis/stormwater-management-program)*

27. How will any storm water or ground water be disposed?
☐ Storm Drain System ☐ Combined Sewer / Stormwater System ☐ Stormwater Retention Basin ☐ N/A
☐ Other (explain) _____

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STANDARD ENCROACHMENT PERMIT APPLICATION

DOT TR-0100 (REV 08/2025)

TRACKING NO.
11-26-X-XX-0501

READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.

The applicant's submission of this application to the California Department of Transportation constitutes the applicant's agreement and representation that the work or other activity contemplated by the encroachment permit application shall comply with all applicable standards, specifications, policies, requirements, conditions, and regulations of the California Department of Transportation, and the applicant understands the application may be denied if there is non-compliance with any of the above. An exception process exists and may result in approval of a non-compliant encroachment, in the discretion of the California Department of Transportation, but the exception process may require additional time to complete. The applicant understands and agrees all work or other activity contemplated by the encroachment permit application is subject to inspection and oversight by the California Department of Transportation. The applicant understands and agrees encroachment permit fees must still be paid if an application is withdrawn or denied. The applicant understands a denial may be appealed, in accordance with California Streets and Highways Code, Section 671.5, and the related regulations found in California Code of Regulations, Title 21, Division 2, Chapter 8, Article 2.

The applicant understands and agrees that immediately upon issuance of the encroachment permit the applicant is bound by, subject to, and must comply with the "Encroachment Permit General Provisions" (TR-0045), "Stormwater Special Provisions" (TR-0400) and any other applicable Special Provisions and Conditions of the encroachment permit. The "Encroachment Permit General Provisions" (TR-0045), and the Stormwater Special Provisions (TR-0400) are available at: *https://dot.ca.gov/-/media/dot-media/programs/traffic-operations/documents/encroachment-permits/appendix-k-ada-a11y.pdf*. If a paper copy is needed of the "Encroachment Permit General Provisions" (TR-0045) and/or "Stormwater Special Provisions" (TR-0400), please contact the District Office of Encroachment Permits. Their contact information is available at: *https://dot.ca.gov/programs/traffic-operations/ep/district-contacts*. The "Encroachment Permit General Provisions" (TR-0045) and any other applicable Special Provisions and Conditions will be provided as part of the encroachment permit. Information about Stormwater requirements is available at the Internet address: *https://dot.ca.gov/programs/environmental-analysis/stormwater-management-program*.

The applicant understands an encroachment permit may be denied, revoked, and/or a bond may be required, for non-payment of prior or present encroachment permit fees. An encroachment permit is not a property right and does not transfer with the property to a new owner.

Each of the persons purporting to execute this application on behalf of the applicant and/or on behalf of the applicant's authorized agent or engineer represents and warrants such person has full and complete legal authority to do so and to thereby bind applicant to the terms and conditions herein and to the terms and/or conditions of the encroachment permit. Applicant understands and agrees this application may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this application and/or its counterparts may be reproduced and/or exchanged by copy machine, mailing, facsimile, or electronic means (such as e-mail), and such copies shall be deemed to be effective as originals.

28. NAME OF APPLICANT (Project or Property Owner or Organization) The City of National City		
ADDRESS OF APPLICANT (Include City, State and Zip Code) 1243 National City Blvd National City CA 91950		
E-MAIL ADDRESS mbush@nationalcityca.gov	PHONE NUMBER (619)731-9619	FAX NUMBER
29. NAME OF AUTHORIZED AGENT / ENGINEER / APPLICANT'S EMPLOYEE (A "Letter of Authorization" is required if different from #28)		IS A LETTER OF AUTHORIZATION ATTACHED? ☐ YES ☐ NO
ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City, State and Zip Code)		
E-MAIL ADDRESS	PHONE NUMBER	FAX NUMBER
30. NAME OF BILLING CONTACT (Same as #28 ☐ Same as #29 ☐)		
BILLING ADDRESS WHERE INVOICE(S) IS / ARE TO BE MAILED (Include City, State and Zip Code)		
E-MAIL ADDRESS	PHONE NUMBER	FAX NUMBER

* I hereby certify under penalty of perjury under the laws of the State of California that the information in this application and any document submitted with or in support of this application are true and correct to the best of my knowledge and belief, and that copies of any documents submitted with or in support of this application are true and correct copies of unaltered original documents. I further understand that if I have provided information that is false, intentionally incomplete, or misleading I may be charged with a crime and subjected to fine or imprisonment, or both fine and imprisonment. (Penal Code Section 72)

31. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT* Daniel Gonzalez	32. PRINT OR TYPE NAME Daniel Gonzalez	
33. TITLE		34. DATE 5/18/2026

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

STANDARD ENCROACHMENT PERMIT APPLICATION

DOT TR-0100 (REV 08/2025)

INSTRUCTIONS

Complete ALL fields, write "N/A" if not applicable. Type or print clearly. All dimensions must be in U.S. Customary (English) units.

Print your application single sided and submit all of the required attachments (See Section VII A&B of the "Encroachment Permit Application Guide Booklet" found at: https://dot.ca.gov/programs/traffic-operations/ep/guidelines).

1. County (e.g. Fresno, San Francisco, Los Angeles, etc.)
2. State Highway Route Number (e.g. I-5, SR-99, etc.)
3. Highway Postmile: (location of work, see https://postmile.dot.ca.gov/) If unable to determine, contact the appropriate District Encroachment Permits Office for assistance at: https://dot.ca.gov/programs/traffic-operations/ep/district-contacts
4. Address of project site (if the property has a physical address with a Number and Street/Road Name)
5. City (e.g. Sacramento, Redding, Irvine, etc.)
6. Distance and the direction from the nearest cross street to the project site (e.g. 500 ft. north of "C" Street).
7. Indicate whether the work will be performed by the applicant (your own forces) or by a contractor.
8. Indicate if you are applying for a "Rider Permit" (Time extension, change in scope of work, etc. and provide the “Parent Permit Number”.
9. Estimated start date for the proposed work. (Allow a minimum of 60 calendar days from the submittal date of your application for processing)
10. Estimated completion date for the proposed work.
11. Estimated number of working days within State Highway right-of-way.
12. Estimated construction costs for all work to be done within State Highway right-of-way.
13. Has another Caltrans' branch seen or reviewed your project? Which branch? (e.g. Design, Project Management, Right-of-Way, Environmental, etc.)
14. Identify funding source(s) for the proposed work.
15. Caltrans’ Project Code (ID) if this is a State project, capital project, or joint venture project.
16. Your company’s reference number or utility work order number for this project.
17. Describe the proposed work to be done entirely. If applicable, attach six (6) complete sets of FOLDED plans (folded 8-½” X 11”) and any applicable specifications, calculations, maps, etc.
18. (a) Identify portion(s) of State right-of-way where work will occur and (b) proposed traffic control plans to be used if any.
19. Maximum and minimum depth, average width, and length of the excavation area. Existing surface type (e.g. Asphalt, concrete, soil, etc.)
20. Product being transported (e.g. water, natural gas, etc.) Carrier pipe, diameter (inches) and material (e.g. Steel, HDPE, etc.) Casing pipe (if any), diameter and material Proposed installation method, Voltage of electrical current or pressure of liquid or gas. Replacement and/or abandonment of an existing facility (e.g. Abandoning pipe and filling it with two-sack slurry cement)
21. Check “YES”, if you are getting a permit or approval from another agency (City, County, etc.), and an environmental determination has been made. Then check the Categorically Exempt, Negative Declaration, Environmental Impact Report box or Other if one has been prepared. Attach a copy of the approved document and a copy of the Notice of Determination. Skip questions A-K.

    If you checked “NO”, check the box of the appropriate type of work to be done,or check “other” and fill in the type of work to be done. Also answer questions A-K.
22. A Historical Resource includes, but is not limited to, any object, building, structure, site, area, place, record, or manuscript that has historical or archaeological significance, or significance in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California.
23. In this context a Scenic Resource includes, but is not limited to, trees that display outstanding features of form or age; unique, massive rock formations; historic buildings that are rare examples of their period, style, design, or which have special architectural features and details of importance.
24. Is there any work being done on the applicant’s property?
25. Indicate if the proposed project will require the disturbance of soil. If “YES,” estimate the area within AND outside of State Highway right-of-way in acres.
26. Indicate if the proposed project will require dewatering. If “YES,” estimate volume in total gallons AND gallons per month. Also indicate the source: Stormwater or Non-Stormwater (see Caltrans Stormwater Management Plan for definitions of non-stormwater discharge at: https://dot.ca.gov/programs/environmental-analysis/stormwater-management-program).
27. Indicate how any stormwater or ground water will be disposed of from or near the limits of the proposed project.
28. Name of the applicant or organization applying for the permit. List the mailing address, e-mail address, phone and fax numbers.
29. Name of the authorized agent or engineer acting on behalf of the applicant or organization. Attach a letter of authorization signed by the applicant or organization. List the mailing address, e-mail address, phone and fax numbers.
30. Name of the billing contact. List the mailing address where invoices are to be mailed, email address, phone and fax numbers.
31. Signature of the applicant or applicant's authorized agent.
32. Name of the applicant or applicant's authorized agent.
33. Title (owner, president, etc.) of the applicant or applicant's authorized agent.
34. Date of the signature.

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROGRESS BILLING/PERMIT CLOSURE

TR-0129 (REV 07/2013)

UNIT NUMBER	PERMIT NUMBER ☐ RIDER
	11-26-X-XX-0501
DIST/CO/RTE/PM	
11/SD/005/PM R10.45	

WORK ORDER / REFERENCE NUMBER	RELATED PERMITS
N/A	

PERMITTEE NAME

The City Of National City

DESCRIPTION OF WORK

The Meeting of Styles event is an internationally recognized street art competition that brings together artists from around the world to create large-scale murals through live painting and creative collaboration.

INSPECTOR'S COMMENTS This event is proposed to take place at 1726 Wilson Ave in National City, utilizing the space beneath the highway as

ACTUAL INSPECTION HOURS BY	PERMIT INSPECTOR	CONSTRUCTION R.E.	OTHER CALTRANS UNITS
	0	0	0

☐ Completion Notice. To the best of my knowledge, all work was completed on (date) _____ in compliance with the permit.

☐ Y ☐ N ☐ N/A Required final project completion records for structures. ☐ Y ☐ N ☐ N/A Structure As-Built plans

☐ Y ☐ N ☐ N/A Required final project completion records for roadway. ☐ Y ☐ N ☐ N/A Roadway As-Built plans

☐ Progress Bill ☐ Quarter No.: _____

☐ Permit Cancelled

☐ Work is not complete (explain) _____

INSPECTOR'S SIGNATURE	DATE

FOR PERMIT OFFICE USE

☐ FINAL BILL ☐ RELEASE CASH DEPOSIT ☐ PERFORMANCE BOND ATTACHED

☐ PROGRESS BILL ☐ OTHER _____

ACTUAL HOURS
(NOT FOR BILLING)

Review Hours 0

Inspection Hours 0

Field Work Hours 0

COMMENTS

BILLING / REFUND INFORMATION

FEE TYPE: ☐ SF ☒ AX

Review	0	Hours @ $	0.00	= $	0.00
Inspection	0	Hours @ $	0.00	= $	0.00
Field Work	0	Hours @ $	0.00	= $	0.00

Equipment/Materials = $ 0.00

TOTAL FEES = $ 0.00

FEE DEPOSIT PAID ON (*DATE*) $ 0.00

☐ Cash ☐ Credit Card ☐ Check (Check No.) _____

FEE DEPOSIT PAID ON (*DATE*) $ 0.00

☐ Cash ☐ Credit Card ☐ Check (Check No.) _____

TOTAL DEPOSITS = $ 0.00

☐ Final Bill ☐ **BALANCE DUE =** $ 0.00

☐ Progress Bill ☐ **REFUND =** $ 0.00

COPIES TO:

☐ Accounts Receivable (Billing / Refund)

☐ Local Agency (Agreement Work)

☐ Maintenance

REFUND OF CASH DEPOSIT IN LIEU OF BOND $ 0.00

CASH DEPOSIT PAID ON (*Date*) _____

☐ Cash ☐ Credit Card ☐ Check (Check No.) _____

NAME AND ADDRESS TO BE USED FOR BILLING/REFUND

The City Of National City, 1243 National City Blvd, National City, CA, 91950, (619)731-9619

PERMIT ENGINEER	PHONE NUMBER	DATE
Joy Lee	(619)688-6653	5/18/2026

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AGENDA REPORT

Department: **Community Development**
Prepared by: **Angelita Palma, Community Development Manager**
Meeting Date: **Tuesday, June 30, 2026**
Approved by: **Douglas J. Schulze, City Manager**

SUBJECT:
Memorandum of Agreement with Community HousingWorks for the Paradise Creek Enhancement Project FY 2025-2029 Multi-Year Plan Utilizing Program Income.

RECOMMENDATION:
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National, California, 1) Authorizing the City Manager or his Designee to Execute a Memorandum of Agreement with Community HousingWorks for the Paradise Creek Enhancement Project FY 2025-2029 Multi-Year Plan for Program Income, and 2) Authorizing the Establishment of an Appropriation and Corresponding Revenue Budget in the Amount of $1,570,000 in the Reimbursable Grants Citywide Fund for the Paradise Creek Enhancement Project."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
CDC Resolution 2011-135, Paradise Creek Apartments Phase I Agreement
SA Resolution 2015-70, Paradise Creek Apartments Phase II Agreement

EXPLANATION:

OVERVIEW

Community HousingWorks ("CHW") seeks to enter into a **Memorandum of Agreement** ("**MOA**" or "**Agreement**" - **"Exhibit A**") with the City of National City ("City") to carry out activities in the **CHW Paradise Creek Enhancement Project FY 2025-2029 Multi-Year Plan for Program Income** ("**Multi-Year Plan" or "Plan"- "Exhibit B**") to primarily benefit of the residents of the Paradise Creek Apartment Project ("Project") and of the community of which the Project is a part of commonly known as Paradise Creek, Westside, and Old Town National City (collectively, "Community"). The Multi-Year Plan is CHW's thoughtful, strategic, and transparent approach for the use of Program Income funds generated from the Paradise Creek Apartments, Phases I and II, and consistent with the requirements of the Transit-Oriented Infill Affordable Housing and Paradise Creek Enhancement Project Grant Agreements ("Grant Agreements").

The Multi-Year Plan covers the period from July 1, 2024, through June 30, 2029, and includes funding for capital improvement projects (CIP) to spend down accumulated Program Income. Annual operating costs for the Paradise Creek Community Garden have been awarded to the nonprofit organizations Olivewood Gardens and Mundo Gardens. To leverage the Program Income funds, CHW seeks to grant funds to the City's Community Service Department to implement Project- and Program-Related Activities identified in the Multi-Year Plan, thereby leveraging resources and maximizing the impact of funding for the Community. The Multi-Year Plan Funding also has a set-aside for Plan administration and an anticipated amount of future

Program Income to fund ongoing Community Services Programming, the Paradise Creek Community Garden, and administration through FY 2029.

The Multi-Year Plan will be further implemented in subsequent Fiscal Years through the submission of Annual Plans. Annual Plans will include eligible activities per the Multi-Year Plan and funding amounts corresponding to the actual receipt of Program Income for each prior year.

BACKGROUND

The Transit-Oriented Infill Affordable Housing and Paradise Creek Enhancement Project, also known as the Westside Infill Transit Oriented Development (WI-TOD), now commonly known as Paradise Creek Apartments (collectively "Project") is a 201-unit affordable housing development on the east side of Paradise Creek, and the expansion of Paradise Creek Educational Park on the west side of the creek. This Project, part of the adopted Redevelopment Plan proposed by the former Community Development Commission ("CDC"), was to redevelop approximately 12.75 acres in National City for affordable housing, public facilities, open spaces, and community services.

The Project concept was developed through a neighborhood and stakeholder design participation process and incorporated into the *Westside Specific Plan*, adopted in 2010. In March 2011, the CDC issued tax-exempt bonds, in part, to assist with the two-phase development. To assist with financing for the construction of the Project, the CDC in June 2011 provided a grant of $14,957,000 from the bond proceeds to CHW for Phase 1 of the project under the condition that CHW loan these funds to the Project. Later, in 2015, the Successor Agency provided a similarly structured grant of $14,909,000 to CHW for Phase 2 of the project from proceeds of the same 2011 Tax-Exempt Bonds.

This financing structure consisting of grants and subsequent loans (“Promissory Notes”) was utilized because the developer for the Project, Paradise Creek I Housing Partners, LP, and Paradise Creek II Housing Partners, LP, for-profit entities, were <u>not</u> eligible to receive the tax-exempt bond funds directly without impacting the bonds' tax-exempt status. Community HousingWorks ("CHW"), a development partner in the project and a 501(c)3 non-profit, was eligible to receive the funds as grants and then execute the Promissory Notes. The term of each Promissory Note is 55 years.

The Grant Agreements impose restrictions on how CHW may utilize the proceeds from the Project’s repayment of the Promissory Notes. The repayment terms are structured as residual receipts, in which a portion of the Project’s residual cash flow (defined as net operating income minus primary debt service payments) is paid each year and is held by CHW as “Program Income.” Program Income must be put towards projects and programs for the benefit of the surrounding community of the Project.

MULTI-YEAR PLAN DEVELOPMENT

Annually, the Paradise Creek Apartments Phases I and II undergo compliance monitoring by the National City Housing Authority ("NCHA") staff, including monitoring of the use of Program Income funds. NCHA Staff are Community Planning Development Grant Administrators specialized in providing technical assistance and managing complex planning processes. For the Multi-Year Plan development, CHW staff received technical assistance to structure the delivery of accumulated Program Income funds to the Community, including community engagement

strategies and a framework plan that outlines a process for activity implementation and performance reporting to ensure transparency.

CHW conducted a comprehensive **community engagement** ("**Exhibit C**") to identify priority needs and potential investments in the Community. Between February and June 2024, CHW partnered with SVPR, Inc. to conduct an extensive outreach campaign. The effort included participation in eight (8) community meetings, outreach at major community events, door-to-door engagement, and direct input sessions with Paradise Creek residents. In total, 263 community members participated in the survey process. Through the robust outreach process conducted over a five-month period, CHW engaged the community to identify key needs and priorities. The results of this engagement demonstrated a clear and consistent demand for increased access to social services; a recreational center open to all age groups; outdoor recreational equipment; workforce development opportunities; and indoor and outdoor meeting spaces for community gatherings.

Based on the community input, CHW developed a Multi-Year Plan that balances one-time capital investments with ongoing programmatic support. The Multi-Year Plan proposes using accumulated available Program Income through FY 2026 ($1,570,000) to provide grants to the City for key capital improvement projects and programs, while allocating future annual Program Income toward sustained community programming through FY 2029. Each year's Program Income cannot be determined in advance, only estimated. Actual amounts of Program Income for FY 2027, 2028, and 2029 will be allocated through the Annual Plan process.

STAFF RECOMMENDATION

Staff recommends that the City Council:

1. City Council recommendation to authorize the City Manager or his designee to execute City Manager or designee to execute a Memorandum of Agreement ("MOA") with Community HousingWorks to carry out activities in the CHW Paradise Creek Enhancement Project FY 2025-2029 Multi-Year Plan for Program Income.

2. City Council recommendation to authorize the acceptance of grant funds in the amount of $1,570,000 from CHW for capital improvement projects consistent with the Paradise Creek Enhancement Project FY 2025-2029 Multi-Year Plan for Program Income for significant one-time investments in community infrastructure, including:

    - Public Restroom Facilities at Paradise Creek Community Park;
    - Casa de Salud facility renovations and rehabilitation; and
    - Shade structure installation at the Paradise Creek Community Garden.

3. City Council recommendation to authorize the establishment of an appropriation of $1,570,000 and corresponding revenue budget for FY 2027. Future appropriations and budget adjustments will be brought to the City Council for approval.

The Paradise Creek Enhancement Project Multi-Year Plan represents a comprehensive and community-informed strategy for the use of Program Income funds over a five-year period. The Plan reflects a balanced approach that addresses both immediate capital infrastructure needs and long-term community programming priorities.

The priorities identified in the Plan, supported by the proposed grant funding to the City, directly advance the City Council's Strategic Plan goals related to community engagement, public health, economic opportunity, and quality of life.

By leveraging existing City services, facilities, and parks, these grant funds will expand City programs, recreational opportunities, and capital improvements, and foster a healthy, connected, and age‑friendly community.

This Space was intentionally left blank.

PARADISE CREEK ENHANCEMENT PROJECT FY 2025-2029 MULTI-YEAR PLAN FOR PROGRAM INCOME
CITY PROJECT AND PROGRAM-RELATED ACTIVITIES ONLY

PARADISE CREEK ENHANCEMENT PROJECT FY 2025-2029 MULTI-YEAR PLAN FOR PROGRAM INCOME								
#	Department	Project and Program-Related Activities	CHW PI FY 2025	CHW PI FY 2026	CHW PI FY 2027	CHW PI FY 2028	CHW PI FY 2029	Total
1	**Engineering & Public Works**	Paradise Creek Community Park Public Restrooms (CIP)	$500,000					$ 500,000
2	**Engineering & Public Works**	Casa de Salud Renovations (CIP)	$ 835,000	$135,000				$ 970,000
3	**Engineering & Public Works**	Paradise Creek Community Garden Shade Structure (CIP)	$ 100,000					$ 100,000
4	**Community Services**	Programs and Services			$135,000	$135,000	$135,000	$ 405,000
	Total Grant		**$1,435,000**	**$135,000**	**$135,000**	**$135,000**	**$135,000**	**$1,975,000**

	Multi-Year Plan Budget Revisions & Notes
1	FY 2025 and FY 2026 Community Service Programs and Services funding to be reallocated to Engineering & Public Works for Casa de Salud Renovations (CIP)
2	CHW has accounted for FY 2025 and FY 2026 Program Income through accumulated and will award the City grant funds upon execution of the agreement.
3	Program Income for FY 2027, FY 2028, and FY 2029 will be receipted and disbursed accordingly by CHW upon City approval of each Annual Plan.

FINANCIAL STATEMENT:

Under the proposed Memorandum of Agreement ("Exhibit A"), Community HousingWorks will remit funds to the City of National City to implement the Paradise Creek Enhancement Project FY 2025-2029 Multi-Year Plan for Program Income ("Multi-Year Plan").

1. No grant match is required.

2. The FY26 grant funding of $1,570,000 for one-time Capital Improvement Projects will be administered by the Engineering and Public Works Department. The associated budget adjustment would be entered as follows:

   Revenue: $1,570,000 to 282-10-31-31100-3464- 1591282 Other Grants
   (Paradise Creek Enhancement Project)

   Expense: $1,570,000 to 282-10-18-18500-7898-, with the following project accounts
   $ 500,000 to Project # 1592282 (Paradise Creek Public Restrooms)
   $ 970,000 to Project # 1593282 (Casa de Salud Renovations)
   $ 100,000 to Project # 1594282 (Paradise Creek Park Shade Structure)

3. An estimated $135,000 in annual funding will be granted for Project and Program-Related Activities to be administered by the Community Services Department in FY 2027, FY 2028, and FY 2029 during CHW's Annual Plan Process. Appropriations will be established annually once actual grant funding amounts are known.

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. Environmental review of CIP projects will occur separately, as applicable, during design.

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 - Memorandum of Agreement
Exhibit B - Multi-Year Plan
Exhibit C - Community Engagement
Exhibit D - Resolution

Exhibit A

MEMORANDUM OF AGREEMENT
BETWEEN
COMMUNITY HOUSINGWORKS
AND
CITY OF NATIONAL CITY

This Memorandum of Agreement ("MOA" or "Agreement") is entered into by and between Community HousingWorks, a California nonprofit public benefit corporation ("CHW"), and the City of National City, a California municipal corporation ("City"). CHW and the City may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, CHW receives and administers Program Income generated from the Paradise Creek Apartments, Phases I and II, pursuant to the Transit-Oriented Infill Affordable Housing and Paradise Creek Enhancement Project Grant Agreements dated June 21, 2011 and August 18, 2015; and

WHEREAS, Program Income is intended to fund social, recreational, educational, and workforce development programs, in addition to community-serving activities and capital improvements, for the primary benefit of the Project, its residents and the residents of the community of which the Project is a part commonly known as Paradise Creek, Westside, and Old Town National City and will be collectively referred to as the “Community”; and

WHEREAS, the Community HousingWorks Paradise Creek Enhancement Project FY 2025-2029 Multi-Year Plan for Program Income (“Multi-Year Plan”) establishes the intended use of accumulated Program Income and the anticipated ongoing Program Income by supporting specific capital improvements and community-serving programs (“Project and Program-Related Activities” or “Activities”); and

WHEREAS, in addition to the Multi-Year Plan, CHW will prepare and submit Annual Plans that include eligible Activities per the Multi-Year Plan and funding amounts corresponding to the actual receipt of Program Income for each prior year; and

WHEREAS, CHW will allocate the remaining balance and newly generated Program Income funds to Activities identified in the Plan through Fiscal Year 2028-2029; and

WHEREAS, to better coordinate and leverage funding and services, CHW seeks to grant the City funding to provide certain Project and Program-Related Activities identified in the Multi-Year Plan; and

WHEREAS, the Parties desire to enter into this MOA to establish the terms and conditions under which CHW shall grant funds to the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

1. **Full Agreement:** This MOA represents the full and entire agreement between the Parties and supersedes any prior written or oral agreements that may have existed.

2. **Performance Term:**

   2.1 **Times of Performance.** This MOA shall become effective upon execution by both Parties and shall remain in effect through June 30, 2029

   2.2 **Extension.** This Agreement may also be extended in writing by the mutual agreement of the City and CHW.

3. **AUTHORIZED REPRESENTATIVES:**

   3.1. Administration of MOA: Each Party identifies the following individual to serve as the authorized administrative representative for that Party. Any Party may change its administrative representative by notifying the other Party in writing of such change. Any such change shall become effective upon the receipt of such notice by the other Party to this MOA. Notice of the authorized representative should be sent to each Party as follows:

Community HousingWorks President and CEO 3111 Camino Del Rio N, Suite 800 San Diego, CA 92108	**City of National City** City Manager 1243 National City Blvd National City, CA 91950

   3.2. Counterparts: This MOA may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

4. **Institution Rights and Responsibilities**

   4.1. City of National City ("City"):

   4.1.1. Scope of Work. Defined in "Exhibit B" Multi-Year Plan and should be consistent with CHW's community engagement titled survey results and priorities to the greatest extent possible to fund social, recreational, educational, and workforce development programs, in addition to community-serving activities and capital improvements.

   4.1.2. Beneficiaries. Primarily benefit residents of the community of which the Paradise Creek Apartments Project is a Part (commonly known as Paradise Creek, Westside, and Old Town National City) and will be collectively referred to as the "Community."

   4.1.3. Performance Reporting. Reference "Exhibit B" for performance reporting requirements for the CIP and Community Service Programs.

4.1.4. **Funding Allocation**. Accept additional funding from remaining balance and newly generated Program Income funds to Activities identified in the Multi-Year Plan through Fiscal Year 2028-2029.

4.1.5. **Approval of Annual Plan.** City will review submitted Annual Plans from CHW. City will notify CHW of any required edits and changes within fourteen (14) business days. City will notify CHW of approval of the Annual Plan upon review of any necessary changes made by CHW within fourteen (14) business days.

4.2. Community Housing Works ("CHW"):

4.2.1. **Amount of Grant Funding**. FY 2025 and FY 2026 grant funding to be disbursed to the City according to the Updated Budget identified in ("Exhibit A"). Grant funding for FY 2027, 2028, and 2029 will follow the amounts listed in each Annual Plan.

4.2.2. **No Matching Requirement**. No matching funds are required from the City.

4.2.3. **Use of Funds.** CHW authorizes the City to use grant funds to carry out the Activities according to the vision outlined in Multi-Year Plan ("Exhibit B") and Program-Related Activities identified in each Annual Plan. Such Activities may be implemented by the Community Services Department or by any other City department, division, or contracted service provider, as determined appropriate by the City Manager or designee, provided that all Activities remain consistent with the approved Multi-Year Plan and Annual Plans, eligible use requirements, and applicable reporting obligations.

4.2.4. **Remittance of Funds.**

City of National City
Attn: Finance
1243 National City Blvd.
National City, CA 91950

4.2.5. **Schedule.** CHW to remit FY 2025 and FY 2026 grant funds to City within thirty (30) days of the execution of the MOA. CHW to submit Annual Plans to the City for review by August 31 of each year. CHW will remit FY 2027, 2028, and 2029 grant funds to City within thirty (30) days of City approval of each corresponding Annual Plan.

4.2.6. **Expiration of Funds**. Funds provided to the City by the CHW under this MOA that are not used by June 30, 2029, may be granted a one (1) year extension for the use of funds by CHW. Funds not used by the deadline shall be returned to CHW for the reallocation of grant funds in the next funding cycle.

5. **Conformance with Rules and Regulations:** All Parties shall be in conformity with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices, and certificates as are required. All Parties shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation. Nothing in this MOA shall be construed as creating a partnership, joint venture, or employment relationship between the Parties. Each Party shall remain an independent entity and shall not act as the agent, representative, or legal representative of the other. Neither Party has the authority to make

any representation, warranty, agreement, commitment, or obligation on behalf of, or otherwise bind, the other Party in any manner.

6. **Indemnification:** The City agrees to indemnify, defend, and hold harmless CHW, its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the City's performance under this MOA, to the extent caused by the negligent acts or omissions of the City, its employees, agents, or contractors.

7. **Governing Law:** This MOA shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.

8. **Dispute Resolution:** In the event of any dispute arising out of or relating to this MOA, the Parties agree to first attempt to resolve the dispute through good faith negotiations. If the dispute cannot be resolved through negotiations within thirty (30) days, the Parties agree to submit the dispute to mediation before a mutually agreed-upon mediator. If mediation fails, the Parties may pursue any remedies available at law or in equity. Each Party shall bear its own costs and attorney's fees unless otherwise provided for under this MOA.

9. **Force Majeure:** Neither Party shall be liable for any failure or delay in performing its obligations under this MOA if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, or governmental actions. In such event, the affected Party shall promptly notify the other Party in writing and make reasonable efforts to resume performance as soon as practicable.

10. **Limitation of Liability:** In no event shall CHW be liable for any indirect, incidental, consequential, or punitive damages arising out of or related to this Agreement, even if advised of the possibility of such damages. CHW's total liability under this Agreement shall not exceed the total amount of funds disbursed to the City under this Agreement

11. **Third Party Beneficiaries Excluded:** This MOA is intended solely for the benefit of the Parties listed herein. Any benefit to any third party is incidental and does not confer on any third party to this MOA any rights whatsoever regarding the performance of this MOA. Any attempt to enforce provisions of this MOA by third parties is specifically prohibited.

12. **Amendments to MOA:** Any Party may propose amendments to this MOA by providing written notice of such amendments to the other Party. This MOA may only be amended by a written amendment signed by all Parties.

13. **Severability:** If any terms or provisions of this MOA or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this MOA, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this MOA shall be valid and enforced to the maximum extent permitted by law.

14. **Availability of Records:** City shall maintain and/or make available, accounting records, and other records related to City's performance under this MOA, including all records of costs charged to this MOA during the term of this MOA and for the longer of: (i) a period of five (5) years after the end of program under this MOA, or (ii) any retention period required by the

funding source(s) of this MOA. City shall provide any requested records to CHW within ten (10) business days of request. CHW shall keep the materials described above confidential unless otherwise required by law. The Parties further agree that any proprietary or confidential information shared under this MOA shall be used solely for the purposes of fulfilling the obligations under this MOA. Each Party agrees to take reasonable measures to protect such information from unauthorized disclosure and to return or destroy such information upon termination of this MOA. This obligation shall survive the termination or expiration of this MOA.

IN WITNESS HEREOF, the Parties have executed this MOA on the date of last signature below.

CITY OF NATIONAL CITY

CITY OF NATIONAL CITY,
a public body, corporate and politic

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

COMMUNITY HOUSINGWORKS

COMMUNITY HOUSINGWORKS,

a California nonprofit public benefit corporation

By: [redacted]

Name: Sean Spear

Title: President & CEO

EXHIBIT A

UPDATED BUDGET

CITY PROJECT AND PROGRAM-RELATED ACTIVITIES ONLY

PARADISE CREEK ENHANCEMENT PROJECT FY 2025-2029 MULTI-YEAR PLAN FOR PROGRAM INCOME								
#	Department	Project and Program-Related Activities	CHW PI FY 2025	CHW PI FY 2026	CHW PI FY 2027	CHW PI FY 2029	CHW PI FY 2026	Total
1	**Engineering & Public Works**	Paradise Creek Community Park Public Restrooms (CIP)	$500,000					$ 500,000
2	**Engineering & Public Works**	Casa de Salud Renovations (CIP)	$835,000	$135,000				$ 970,000
3	**Engineering & Public Works**	Paradise Creek Community Garden Shade Structure (CIP)	$100,000					$ 100,000
4	**Community Services**	Programs and Services			$135,000	$135,000	$135,000	$ 405,000
	Total Grant		**$1,435,000**	**$135,000**	**$135,000**	**$135,000**	**$135,000**	**$1,975,000**

	Multi-Year Plan Budget Revisions & Notes
1	FY 2025 and FY 2026 Community Service Programs and Services funding to be reallocated to Engineering & Public Works for Casa de Salud Renovations (CIP)
2	CHW has accounted for FY 2025 and FY 2026 Program Income through accumulated and will award the City grant funds upon execution of the agreement.
3	Program Income for FY 2027, FY 2028, and FY 2029 will be receipted and disbursed accordingly by CHW upon City approval of each Annual Plan.

EXHIBIT B:

Multi-Year Plan

PARADISE CREEK ENHANCEMENT PROJECT

FY 2025-2029 Multi-Year Plan & Annual Plan
for Program Income

Presented By



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OTNC Community Outreach Materials and Results

- *Outreach Flyer - page 12*
- *Summary of Process - page 15*
- *Collateral Materials - page 16*
- *Results- page 20*
- *Survey Data Detail - page 30*

PROPOSED MULTI-YEAR PLAN AND FY 2025 ANNUAL PLAN

For the Paradise Creek Enhancement Project use of Program Income funds for the period of July 1, 2024 – June 30, 2029

Community HousingWorks' (CHW) Paradise Creek Enhancement Project Multi-Year Plan and Annual Plan is proposed to the Community Development Commission-Housing Authority of the City of National City (CDC-HA)[1] per the Transit-Oriented Infill Affordable Housing and Paradise Creek Enhancement Project Grant Agreement for the use of program income funding related to Paradise Creek Apartments, Phases I and II. Per the grant agreements, CHW shall use the Program Income to fund social and educational programming and activities for the benefit of the Project, its residents, and the residents of the community of which the Project is a part (collectively known as the Paradise Creek, Westside and/or OTNC Community, or Community)[2], subject to the approval of the CDC-HA. Programs and activities may include:

- Resident and/or community-based cleanup efforts in Parcel and/or Paradise Creek Education Park; provided, however, such efforts around the Project, including, without limitation, in and around Paradise Creek may not include routine and/or regular maintenance of such property;
- Youth environmental education and programming; job corps-type training programs;
- As matching funds for individual development accounts to assist people of modest means save for the purchase of a lifelong asset, such as a home; or to obtain education and/or job training; and education and coaching programs related to personal finance and credit management;
- To make first-time homebuyer down payment loans and related homebuyer education and coaching programs; and/or
- Other activities as approved in advance by the Executive Director of the CDC-HA.

To inform the following plan, CHW launched a focused community engagement effort to collect input on potential multi-year projects or activities that, in addition to the existing work that is being accomplished with the Paradise Creek Community Garden (Garden), will support the elements of National City's 2020-25 Strategic Plan outlined below:

- Connect the community with timely and transparent information.
- Increase meaningful outreach through quality engagement.
- Promote educational and economic opportunities.

[1] CDC-HA and the City of National City are the same government body.
[2] Paradise Creek Community or "Community" are also known as the "Westside" or Old Town National City ("OTNC") to residents.

- Support a healthy community through active living and healthy eating.
- Support an age-friendly community.
- Organize community events and support other gatherings.

To better understand the Community's priorities, CHW undertook a community outreach campaign from February to June 2024. Our goal was to work with existing partners and build relationships with new partners that are stakeholders in National City to engage residents in identifying service and capital project needs. Detailed results of the survey are included in the Appendices and summarized below.

Given the current total of available program income and taking into consideration the annual operating cost of Paradise Creek Community Garden and the anticipated amount of ongoing annual income, this plan seeks to spend down accumulated funds by supporting specific Capital Improvement Projects that have been identified through the above-described community outreach and in subsequent conversations with City staff. The remaining balance and newly generated funds will be allocated to program expenses through Fiscal Year 2028-2029.

Summary of the Community Input Process

CHW engaged the services of SVPR, Inc. to attend community meetings, interact with local organizations, and develop and deploy a survey of Community residents. SVPR attended eight (8) community group meetings, had a presence at the annual Old Town National City (OTNC) Foundation Cancer Walk, and knocked on hundreds of doors to engage residents in completing the survey. CHW staff also engaged residents of Paradise Creek Apartments through survey distribution and at a community input session on August 8 that was also open to the general public. In the end, 263 individuals completed the survey.

Through this process, CHW was able to identify key concerns and issues that have informed the proposed use of funds. We believe this plan supports what the community has told us are several of their priorities. While full results have been provided later in this document, below is a quick overview of the findings.

Survey Findings

- Social Services Resources received the most support in the Participatory Budgeting section of the survey, and the second highest level of support in answer to 'Programs You'd Like to See'
- Sports/Recreational Activities/Games received the second highest level of support in Budgeting, which is interpreted as being directly related to respondents' interest in having more outdoor spaces

- Emergency Preparedness was popular as well, coming in 3rd in Budgeting, with 90% of respondents expressing a desire for training or information.
- Nutrition and Healthy Eating had both broad and deep support, with a 4th place finish in budget and 3rd in 'Programs you'd Like to See'.
- In terms of what people would like to see more of, 65% said there were not enough community gathering places, with the highest number indicating a park would be their first choice followed by a place to access social services.

Survey Demographics

Full demographics are detailed in the outreach campaign slides, with a few highlights shared here:

- 80% of respondents were over the age of 30, with 30% over the age of 60
- Respondents were 60/40 female to male
- 66% had achieved high school or college graduation, or some college
- Family was the main reason people live in National City, followed by central location

Proposed Use of Program Income Funds Summary

CHW proposes a multi-year plan and budget that in its initial year will utilize accumulated funds that, as of October 1, 2024, total $1.39M, then provide for the ongoing expenditure of funds in a manner that will benefit Community residents. As described in the previous section, we have undertaken considerable community outreach for the purpose of ensuring the use of funds reflects their needs and priorities. This includes residents of Paradise Creek Apartments but is in no way exclusive to their needs. A key learning lesson during this process was that Community residents might be aware of resources elsewhere in National City but would make better use of them if they were more accessible within their own neighborhood.

Based on the community survey input, plus other information collected through conversations with community members and City staff, we have developed the following multi-year plan, which includes a mix of capital expenditures and ongoing program support. To better coordinate and leverage services, programming will be coordinated by National City's Community Services Department. These programs and services will be specifically designed to support residents of the Community by responding to the needs expressed through the outreach campaign, and to the extent possible, these programs and

services will utilize Paradise Creek Educational Park, Community Garden, and Casa de Salud.

FY 2024-2025 Proposed Use of Funds

Projects and Program-Related Activities

- $500,000 to be awarded to the City of National City Engineering and Public Works Department to fund the Paradise Creek Educational Park Public Restroom Capital Improvement Project.
- $700,000 to be awarded to the City of National City Engineering and Public Works Department for the Casa de Salud Infrastructure Capital Improvement Project. Projects at Casa de Salud may include but are not limited to ADA enhancements, a new roof, air conditioner, HVAC improvements such as energy-efficient upgrades, ductwork, new windows, insulation, and sealing, with final project priority determined by a city-funded Capital Improvement study.
- $100,000 to be awarded to the City of National City Engineering and Public Works Department for the Paradise Creek Community Garden Shade Structure Capital Improvement Project, with any excess funds to be used on garden enhancements.
- $135,000 to be awarded to the City of National City Community Services Department to fund programs and services for residents of the Paradise Creek Community using the program parameters defined below to the greatest extent possible.
- $89,500 to be awarded to Olivewood Gardens and Mundo Gardens for ongoing programming at Paradise Creek Community Garden.

FY 2025-2029 Proposed Use of Funds

Program-Related Activities

A proposed Annual Plan for the use of Program Income funding will be submitted by CHW and approved by the Community Development Commission-Housing Authority of the City of National City (CDC-HA) annually. This Annual Plan will factor in the results of the community engagement process as well as partnerships with community-based organizations that have subject matter expertise and have built trust relationships with those residents who call the Paradise Creek/Westside/OTNC Community home. The goal is to use these funds to energize long-term partnerships supported by resource sharing and united in a common mission of providing residents with access to what they need to thrive.

A portion of funds will be awarded annually to the City of National City Community Services Department to provide programs and services for residents of the Community

using the program parameters defined below to the greatest extent possible. The Community Services Department will provide CHW with its previous year report and coming year intended use of funds by May 30th of each year so that CHW may incorporate that information into the following year's Annual Plan. Similarly, funds will be awarded to Olivewood Gardens and Mundo Gardens for ongoing support of the Paradise Creek Community Garden, conditional upon receipt of the previous year's report and the coming year's projected activities.

Program-Related Activity Parameters

General

- Primarily benefit Paradise Creek Apartment residents and the entire community of Paradise Creek/Westside/Old Town National City.
- Reference CHW's outreach campaign survey results and priorities.
- Funds for programs and services should primarily be for social and educational purposes (collectively known as "Activities").
- Activities should primarily be located at Paradise Creek Educational Park, Community Garden, Casa de Salud, or a combination thereof.
- Activities should be available for Community members of all ages.

Specific

- Casa de Salud Community Center suggested Activities include legal and social services, coordinated career and workforce development programming, community and cultural events, health and nutrition programming around cooking and diabetes prevention, and training opportunities such as UCSD Extension's Parent University, emergency preparedness training, and youth civic engagement.
- Paradise Creek Community Garden suggested Activities include expansion of garden- and nutrition-related programming with opportunities to make additional fresh, healthy foods available with cooking demonstrations, education, and youth career development around urban agriculture, food-related businesses, and social media and marketing.
- Other Activities for the Community Services Department to consider include the installation of a basketball court in an unused area of Paradise Creek Park and workout stations in the Paradise Creek Community.

Reporting

Capital Improvement Projects (CIP):

- The City of National City Engineering and Public Works Department will provide a project completion report of the above-described CIP projects. A progress report will be required if the CIP is not completed by June 1, 2025.
- Reports should include the timeline, expenditures by line item, and a short narrative. Narratives should be written in the third person.
- All receipts and backup documentation for the use of funds should be kept on file for five (5) years and submitted to CHW for auditing purposes upon request.

Activities

- The City of National City Community Services Department and Olivewood Gardens/Mundo Gardens will provide an annual report by June 1 of each year through 2029 with a narrative that includes quantifiable outcomes, which may be shown as charts, graphs, etc., of how the funding was used. Narratives should be written in the third person.
- Include photos, charts, graphs, flyers, or other visuals.
- All receipts and backup documentation for the use of funds should be kept on file for five (5) years and submitted to CHW for auditing purposes upon request.

PROPOSED ANNUAL & MULTI-YEAR BUDGET

	FY24-25	FY25-26	FY 26-27	FY27-28	FY28-29
Estimated Annual Program Income	$1,650,000*	$260,000**	$260,000	$260,000	$260,000
Program Expenses					
Community Garden Contract	$89,500	$92,000	$95,000	$97,000	$100,000
Project Consultant - Oversight and Reporting	$12,000	*$12,000*	$12,000	$12,000	$12,000
Sub-total Program Expenses	***$101,500***	***$104,000***	***$107,000***	***$109,000***	***$112,000***
Project Indirect and Administrative Cost (support staff, finance and accounting, HR, IT support) - 20%	$20,300	$20,800	$21,400	$21,800	$22,400
TOTAL Program Expenses	**$121,800**	**$124,800**	**$128,400**	**$131,800**	**$134,400**
Equipment Costs					
Shade Structure	$100,000	-	-	-	-
Casa de Salud Renovations	$700,000	-	-	-	-
Paradise Creek Community Park Public Bathroom	$500,000	-	-	-	-
Funding for Community Services	**$135,000**	**$135,000**	**$135,000**	**$135,000**	**$135,000**
TOTAL COST	**$1,556,800**	**$259,800**	**$263,400**	**$266,800**	**$269,400**

*Current balance as of 10/01/2024 is $1,390,878 (funds history through 6/01/2024 provided starting next page. $61,600 spent from 6/02/2024 through 10/01/2024). This figure includes additional program income funds of approximately $260,000 that are anticipated to be available in April 2025.

** Annual income of $260,000 is derived from the average total residual receipt amount received annually since 2019: 2019- $275,714; 2020- $267,231; 2021- $262,520; 2022 - $255,571; 2023 - $234,909; 2024 - $272,346. Given that the funds are held in a high-yield interest-bearing account, there will be a small amount of additional funds available.

Community HousingWorks
CHW

INCOME AND USE OF FUNDS

Paradise Creek - Restricted Program Use Funds

Source of Funds Code: **899**
Sources and Uses through: **6/30/2024**

Date	Amount	Description
4/1/2019	188,099.00	2017 Year End Distribution - P&I - Loan A - PCI
4/24/2019	87,615.00	2018 Year End Distribution - P&I - Loan A - PCI
12/31/2020	149,384.00	2019 Year End Distribution - P&I - Loan A - PCI
12/31/2020	117,847.00	2019 Year End Distribution - P&I - Loan A - PCII
4/1/2021	152,655.00	2020 Year End Distribution - P&I - Loan A - PCI
4/1/2021	109,865.00	2020 Year End Distribution - P&I - Loan A - PCII
4/29/2022	146,399.00	2021 Year End Distribution - P&I - Loan A - PCI
4/29/2022	109,172.00	2021 Year End Distribution - P&I - Loan A - PCII
7/2/2022	(1,015,416.48)	Transfer to Program Use Money Market Account
4/30/2024	167,983.00	Trsf PC I - 2023 Residual Receipts Loan
	$ 213,602.52	**Balance in Program Use - Operating Account**
7/2/2022	1,015,416.48	Transfer from Program Use - Operating Account
7/29/2022	30.60	Monthly Money Market Interest Earned
8/31/2022	45.90	Monthly Money Market Interest Earned
9/30/2022	41.73	Monthly Money Market Interest Earned
10/31/2022	43.12	Monthly Money Market Interest Earned
11/30/2022	249.02	Monthly Money Market Interest Earned
12/30/2022	2,087.31	Monthly Money Market Interest Earned
1/31/2023	2,231.04	Monthly Money Market Interest Earned
2/28/2023	1,992.77	Monthly Money Market Interest Earned
4/3/2023	(10.00)	Bank Fee
3/31/2023	2,436.62	Monthly Money Market Interest Earned
4/28/2023	2,717.23	Monthly Money Market Interest Earned
5/1/2023	(10.00)	Bank Fee
5/17/2023	147,390.00	Trsf PC I - 2022 Residual Receipt Loan
5/26/2023	3,276.55	Monthly Money Market Interest Earned
6/1/2023	676.97	Monthly Money Market Interest Earned
6/22/2023	87,519.00	Trsf PC II - 2022 Residual Receipts Loan
6/30/2023	4,167.80	Monthly Money Market Interest Earned
7/31/2023	4,557.65	Monthly Money Market Interest Earned
8/31/2023	4,575.11	Monthly Money Market Interest Earned
9/29/2023	4,444.20	Monthly Money Market Interest Earned
10/31/2023	4,609.64	Monthly Money Market Interest Earned
11/30/2023	4,477.75	Monthly Money Market Interest Earned
12/31/2023	4,644.44	Monthly Money Market Interest Earned
1/31/2024	4,649.46	Monthly Money Market Interest Earned
2/28/2024	4,365.56	Monthly Money Market Interest Earned
3/31/2024	1,811.00	Monthly Money Market Interest Earned
4/30/2024	104,363.00	Trsf PC II - 2023 Residual Receipts Loan
	$ 1,412,799.95	**Balance in Program Use - MMA**
	$ 1,626,402.47	**Total Sources**

Date	Amount	Description
2/28/2019	500.00	Julie Rice
3/31/2019	3,500.00	Farmer D Consulting
4/30/2019	5,000.00	Farmer D Consulting
4/30/2019	1,500.00	Julie Rice
5/31/2019	1,500.00	Julie Rice
6/30/2019	5,000.00	Farmer D Consulting
7/9/2019	5,000.00	Farmer D Consulting
8/31/2019	1,000.00	Julie Rice
9/30/2019	2,150.00	Julie Rice
11/20/2019	500.00	Julie Rice
11/30/2019	1,050.00	Julie Rice
12/31/2019	1,200.00	Julie Rice
1/31/2020	800.00	Julie Rice
4/30/2020	300.00	Julie Rice
11/16/2020	300.00	Julie Rice
11/16/2020	10,000.00	Olivewood Gardens
12/7/2020	5,019.52	Olivewood Gardens
1/11/2021	300.00	Julie Rice
7/1/2021	750.00	Julie Rice
9/15/2021	1,800.00	Olivewood Gardens & Learning Center
10/27/2021	10,000.00	Olivewood Gardens & Learning Center (July - September 2021)
2/1/2022	10,000.00	Olivewood Gardens (October - December 2021)
9/7/2022	20,000.00	Olivewood Gardens (January - Jun 2022)
9/30/2022	90.00	Julie Rice - September 2022
3/1/2023	20,000.00	Olivewood (Jul 2022 - Dec 2022)
5/1/2023	550.00	Julie Rice
7/1/2023	1,000.00	Julie Rice
8/1/2023	500.00	Julie Rice
8/1/2023	24,665.00	Olivewood Gardens (Jan - Jun 2023)
10/1/2023	1,300.00	Julie Rice
11/1/2023	550.00	Julie Rice
12/14/2023	30,750.00	Olivewood Gardens (Jul - Dec 2023)
1/1/2024	550.00	Julie Rice
2/1/2024	1,100.00	Julie Rice
3/1/2024	1,550.00	Julie Rice
4/1/2024	1,950.00	Julie Rice
5/1/2024	1,100.00	Julie Rice
6/1/2024	1,100.00	Julie Rice
$	**173,924.52**	**Total Uses - Spent**
$	**1,452,477.95**	**Ending Fund Balance - Program Income (Restricted)**

NOTE: Subtract additional costs totaling $61,600 for an actual available total of $1,390,878.

**Funds cannot be used for routine and / or regular maintenance of property.*

Community HousingWorks
CHW



Your opinion matters!

Participate in our 2024 Old Town National City Community Input Project

SCAN ME

Community HousingWorks (CHW) and the City of National City are seeking input from residents of Old Town National City (OTNC) that will guide a $1 million investment in community resources to ensure a healthy, sustainable community for all. Old Town National City includes the area that stretches from W. 8th to W. 24th Street and from McKinley Avenue to Roosevelt Avenue.

Use your smartphone **TODAY** to access a short online survey through the QR code above or at **www.chwinputproject.com** to help us determine how to allocate these funds.

Please provide your email address if you wish to be updated on the results of all community input, which will be available this Fall.



Community HousingWorks

CHW

Old Town National City Community Input Project

Public Outreach Results

Prepared by SVPR Communications | August 2024

SVPR COMMUNICATIONS

Public Outreach Goals

- ☑ Engage and inform
- ☑ Seek input, welcome participation and ideas
- ☑ Help prioritize **OTNC $1 million investment**





Public Outreach Tactics

Social Media

Organizational Stakeholder Interviews

Community Presentation at Paradise Creek

Collateral Materials (English & Spanish)

Online Survey

Door-to-Door

Community HousingWorks
CHW

Collateral Materials in English & Spanish







Outreach

8 Presentations to Community Groups



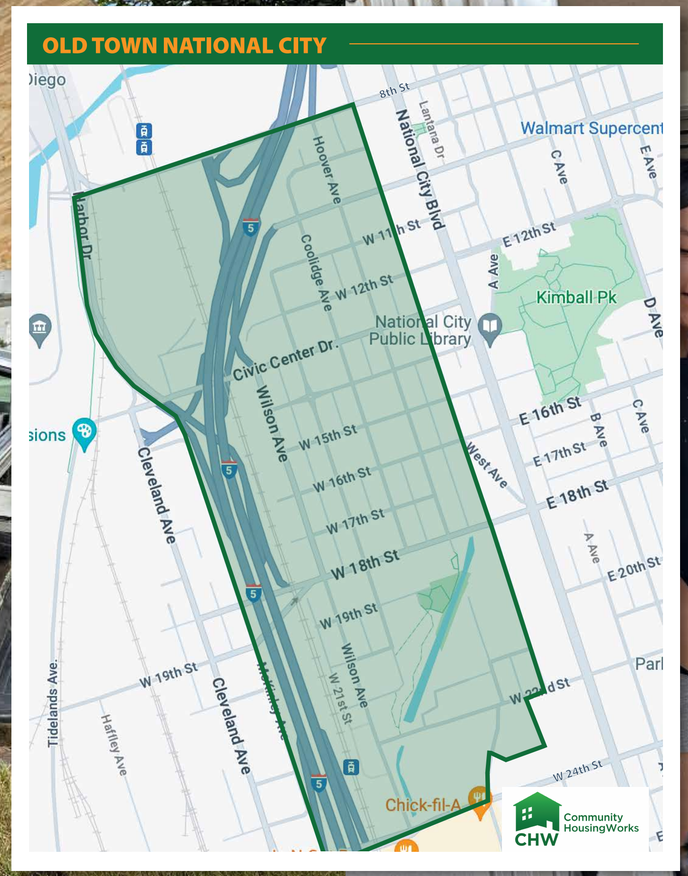






Door-to-Door Outreach





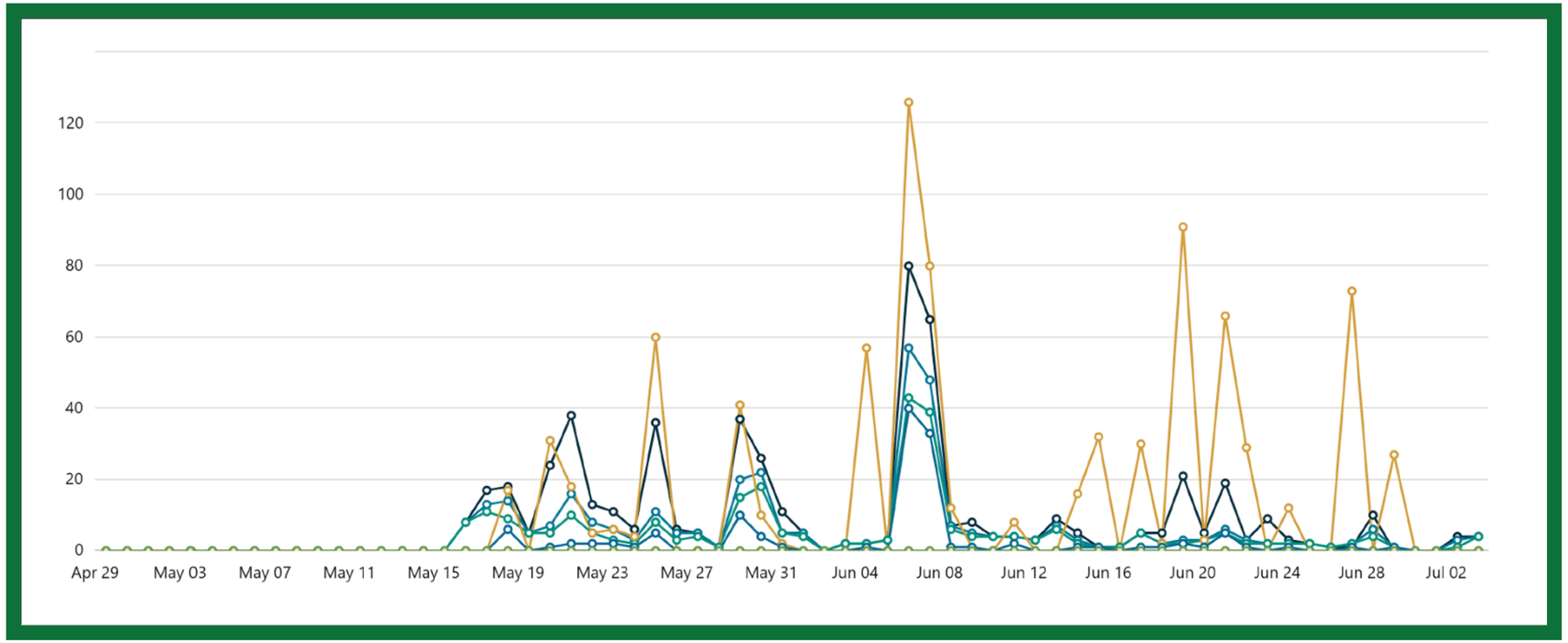




Results Summary

May 15 – July 2

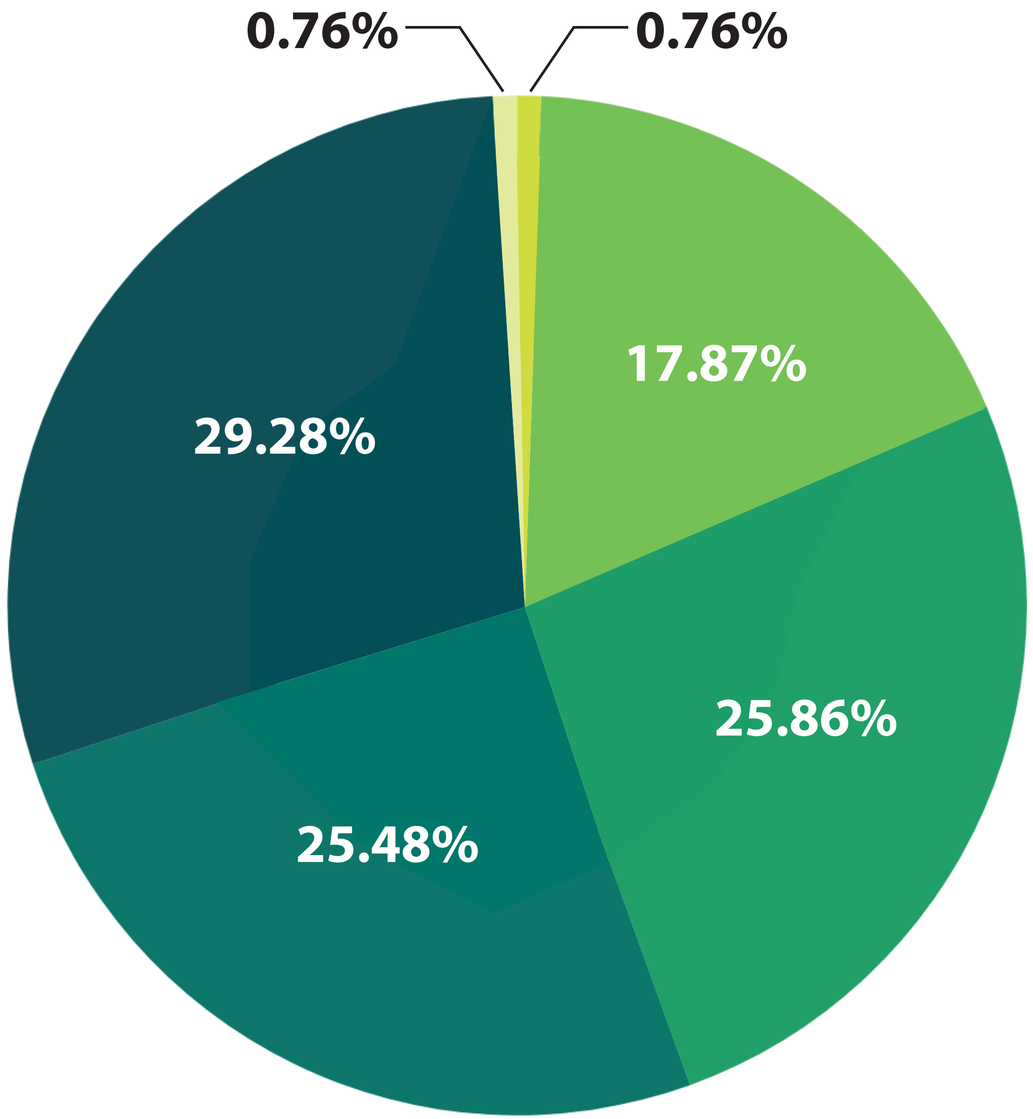
Key Visitation and Utilization Metrics



Contributions	
Form	264
Form	263
Fund It	249
Gather	83

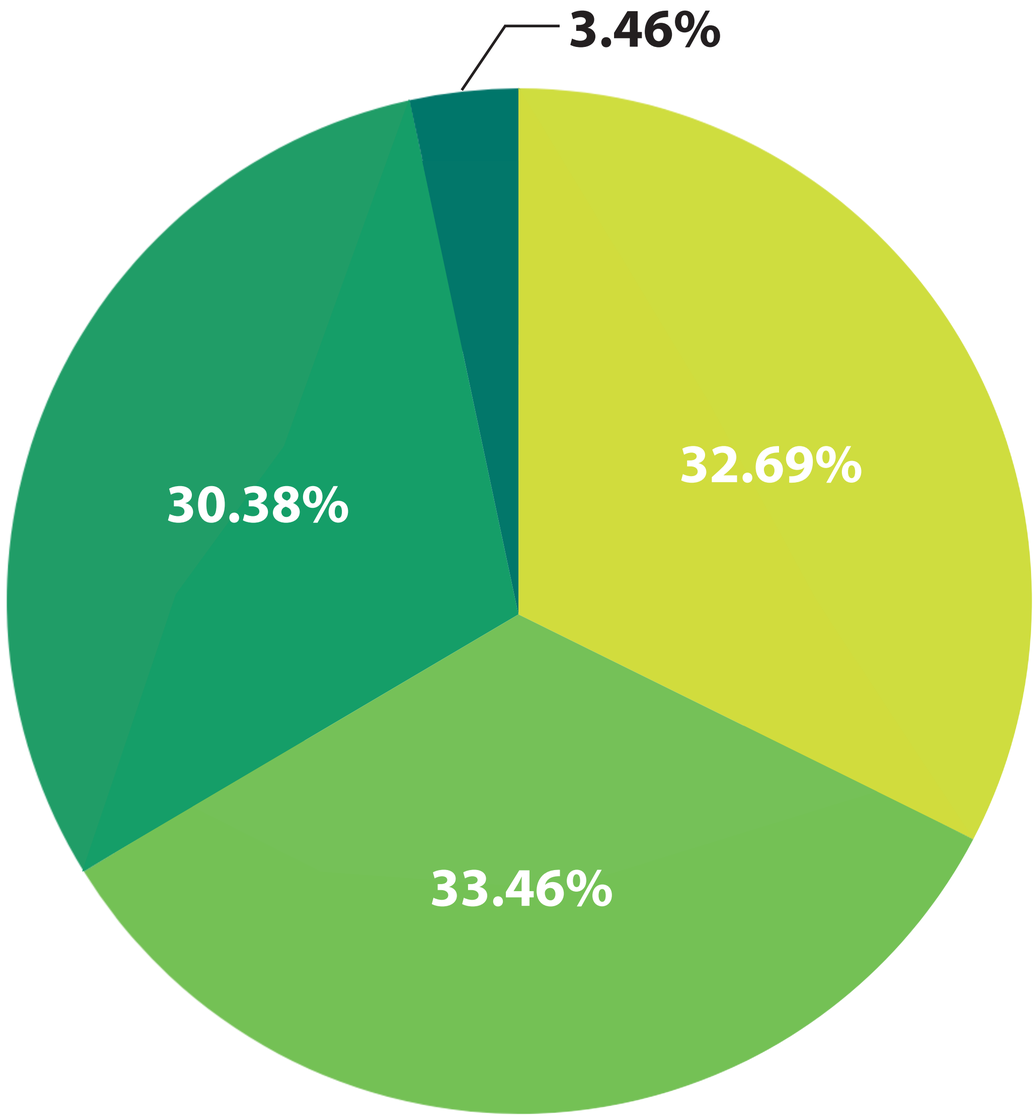
What is your age?

- Prefer not to answer
- 0 - 15 years old
- 16 - 30 years old
- 31 - 45 years old
- 46 - 60 years old
- 60 + years old



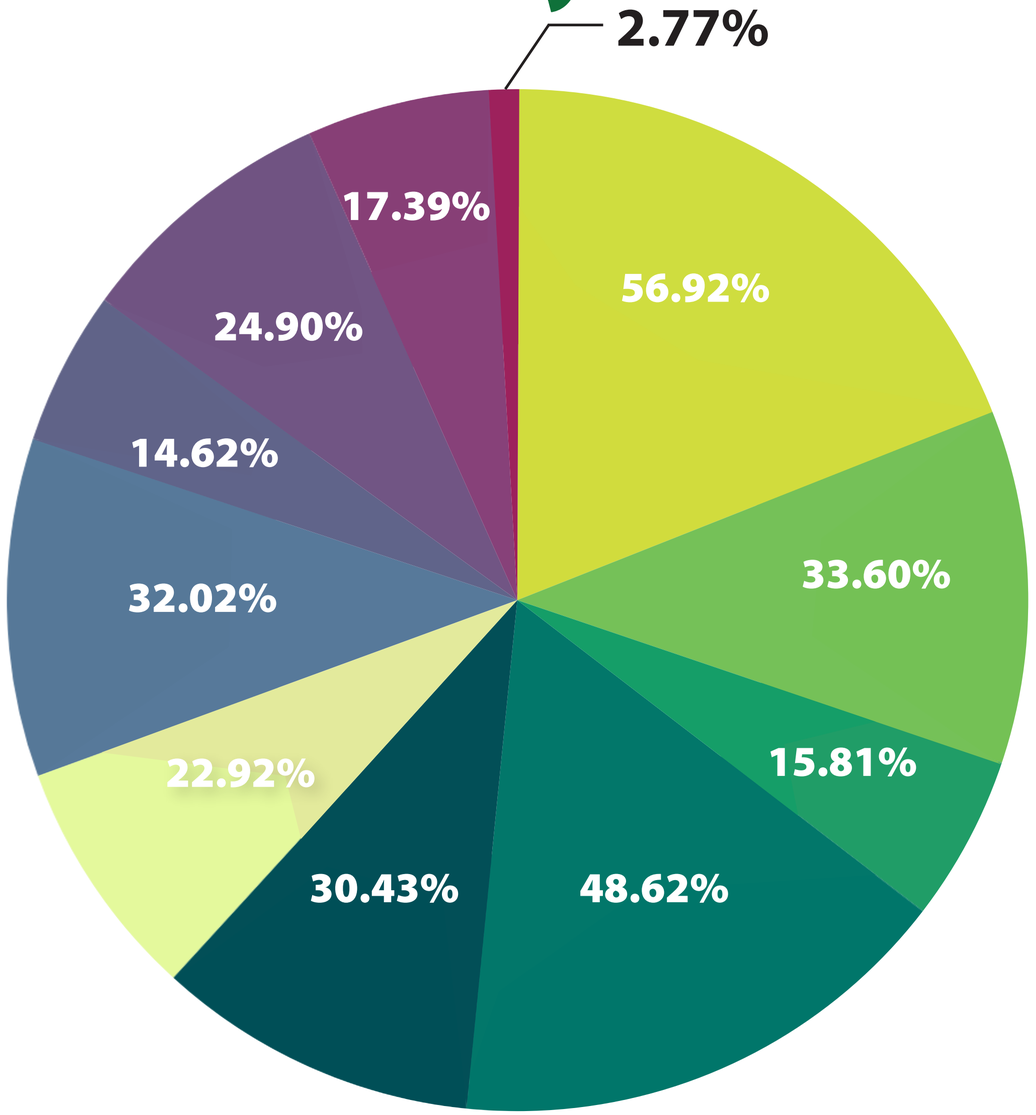
Which best describes your household?

- Single
- Couple
- Adult with Children
- Adult Roommates



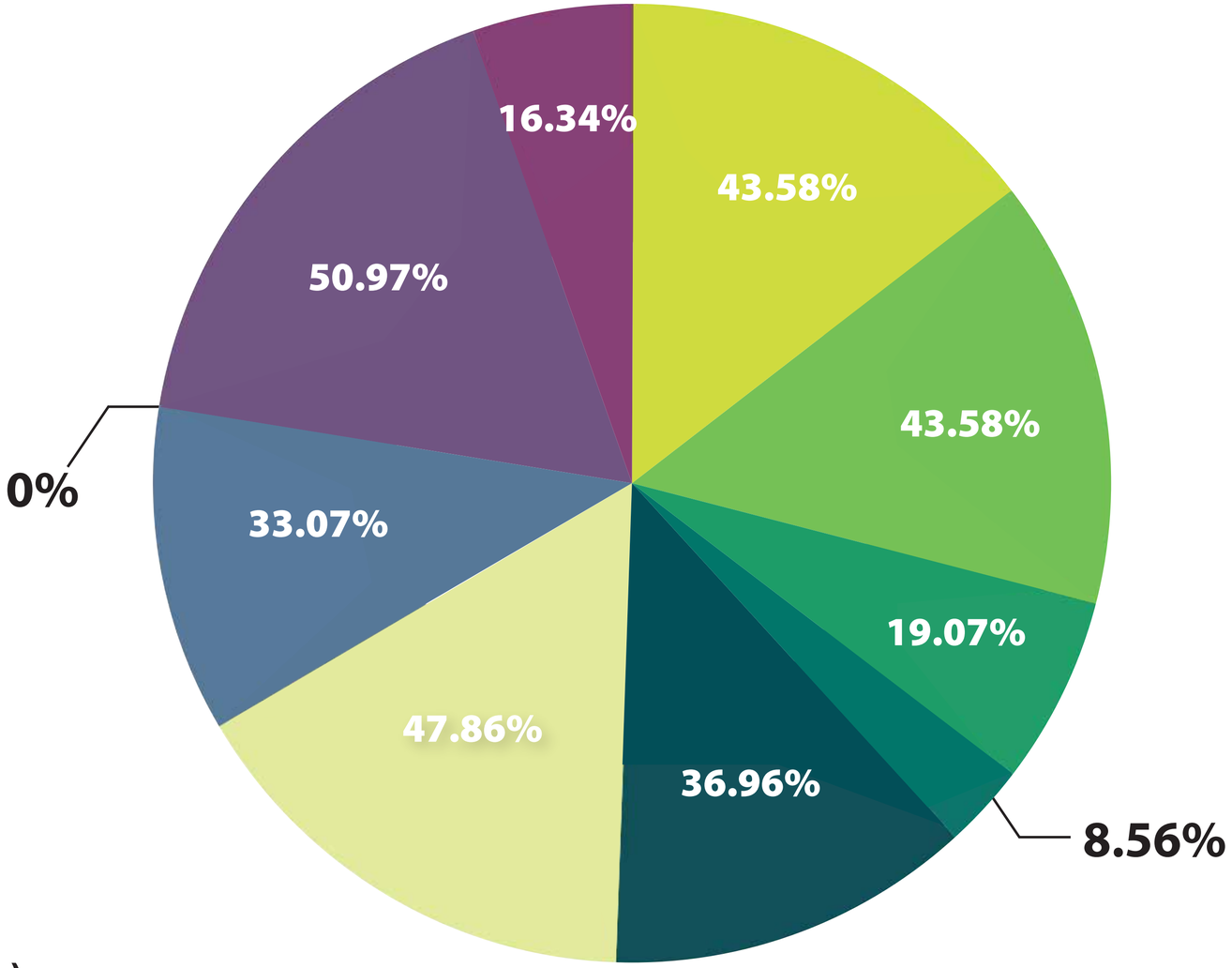
Why do you live in Old Town National City?

- I have family in or near Old Town National City
- The amenities - everyday markets, shopping, services
- The schools for myself/my children
- It is centrally located and close to everything
- I work in National City
- Transit options (bus, trolley, bicycle lanes, easy commute)
- Cost-of-living
- I consider it a safe place to live
- Parks and green spaces
- Proximity to healthcare facilities
- Availability of day care facilities



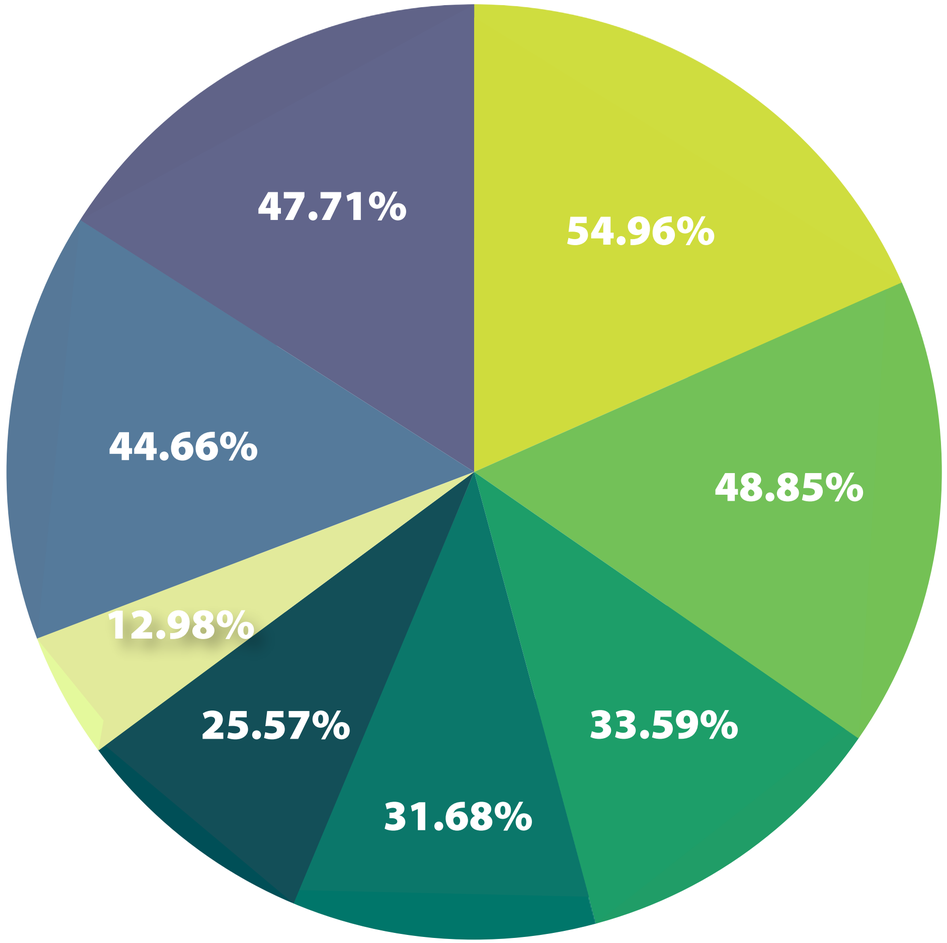
What do you love the most about National City?

- Arts and culture, festivals, and events
- Restaurant options
- Access to healthy food
- Nightlife and entertainment
- Shopping
- Diversity
- Walkability
- Bikeability (0)
- Parks and green spaces
- Recreational amenities (i.e. tennis courts, pools)



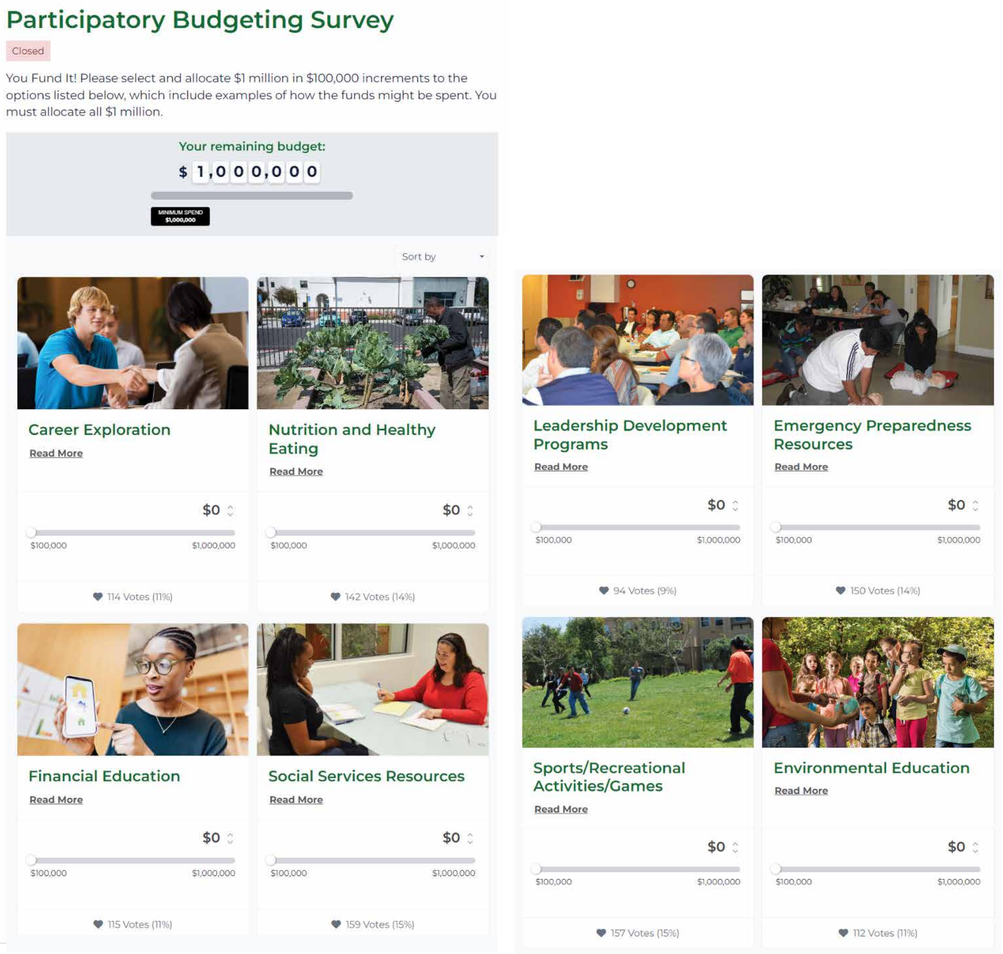
What types of programs would you like to see provided in the Old Town National City community in the future?

- Outdoor enjoyment/education opportunities
- Social service resources
- Training for emergencies
- Sports leagues
- Access to education around budgeting, saving, asset building
- Opportunities for civic engagement
- Training and technical education for teens and adults
- Nutrition/healthy eating classes



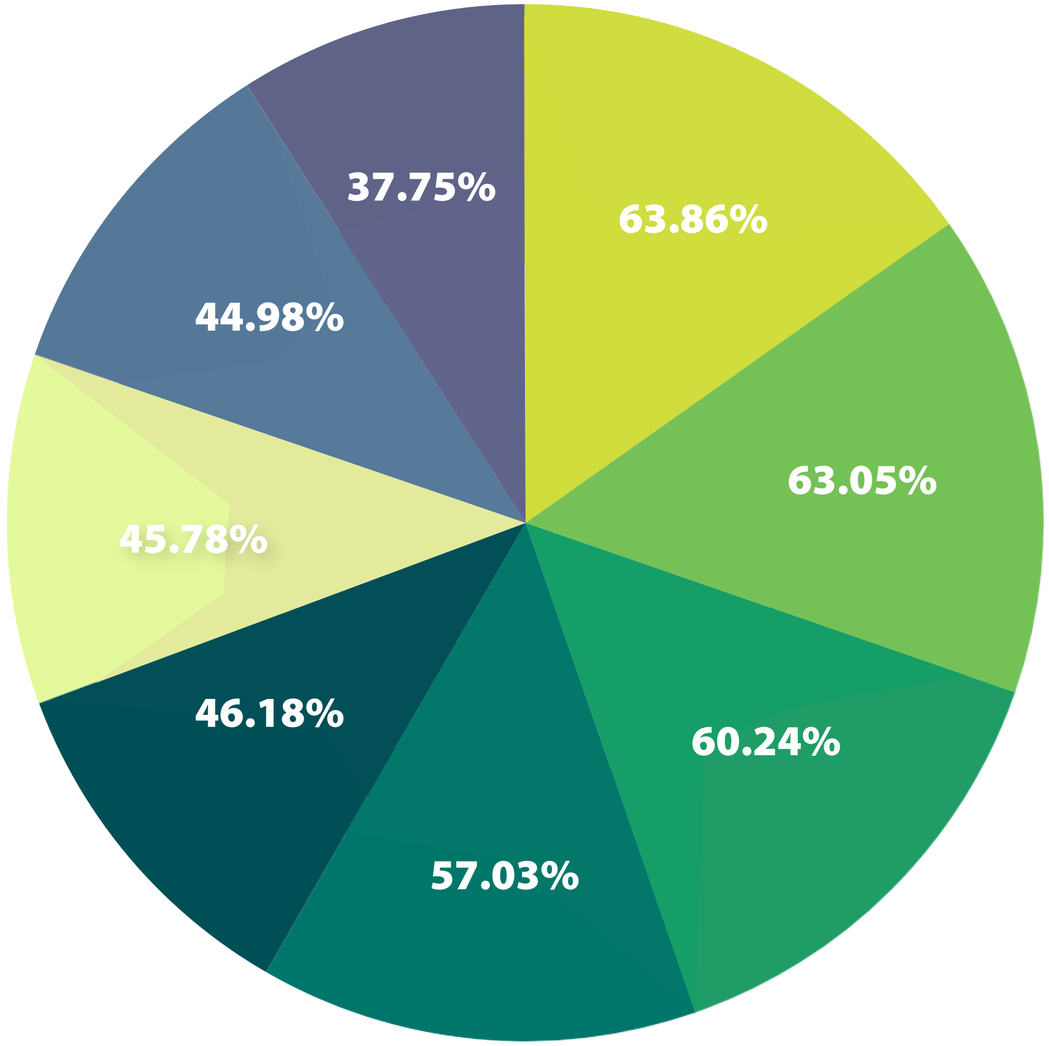


Participatory Budgeting Survey



Results Summary Participatory Budgeting Survey

- Social Services Resources
- Sports/Recreational Activities/Games
- Emergency Preparedness Resources
- Nutrition and Healthy Eating
- Financial Education
- Career Exploration
- Environmental Education
- Leadership Development Programs





Ideas Wall Word Cloud

Tell us about your project!

Do you have a new idea for a potential project? Submit general comments on how we can best serve our community in the future.

79 contributions

Closed

Filter by: Type | Search | Sort by

Rec Centers
Posted by Anonymous | 23 days ago

Please update all rec centers

0 Likes 0 Comments

Rehab for homes
Posted by Anonymous | 23 days ago

Rehab for homes

0 Likes 0 Comments

Sports and Recreation Programs
Posted by Anonymous | 23 days ago

More sports and recreation programs for children and teens

0 Likes 0 Comments

Casa de Salud
Posted by Anonymous | 25 days ago

Casa de Salud is underutilized due to City of National City bureaucratic $ charges.

0 Likes 0 Comments

Recreaational facilities
Posted by Anonymous | 25 days ago

All recreational facilities are not available,. Too expensive to use!

0 Likes 0 Comments

Biking
Posted by Anonymous | 25 days ago

Any project that would connect our city to other cities as to infrastructure (biking especially)

0 Likes 0 Comments

Casa de Salud!
Posted by Anonymous | 25 days ago

The Casa de Salud is not used as a community place to visit. The City charges to use all community rec. centers.

0 Likes 0 Comments

Casa de Salud
Posted by Anonymous | 25 days ago

Casa de Salud is underutilized due to costly expenses. This prevents our youth from learning cultural and educational education. There should be access to community events.

0 Likes 0 Comments

Thank You!

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SVPR
COMMUNICATIONS

OLD TOWN NATIONAL CITY COMMUNITY INPUT PROJECT

Report Type: Form Results Summary
Date Range: 18-05-2024 - 29-06-2024
Exported: 03-07-2024 12:42:46

Closed

Section One
Home

263
Contributions

Contribution Summary

1. What is your zip code?

Short Text | Skipped: 10 | Answered: 253 (96.2%)

Sentiment



Positive	Mixed	Negative	Neutral	Unclassified
0% (0)	0% (0)	0% (0)	100% (253)	0% (0)

Tags

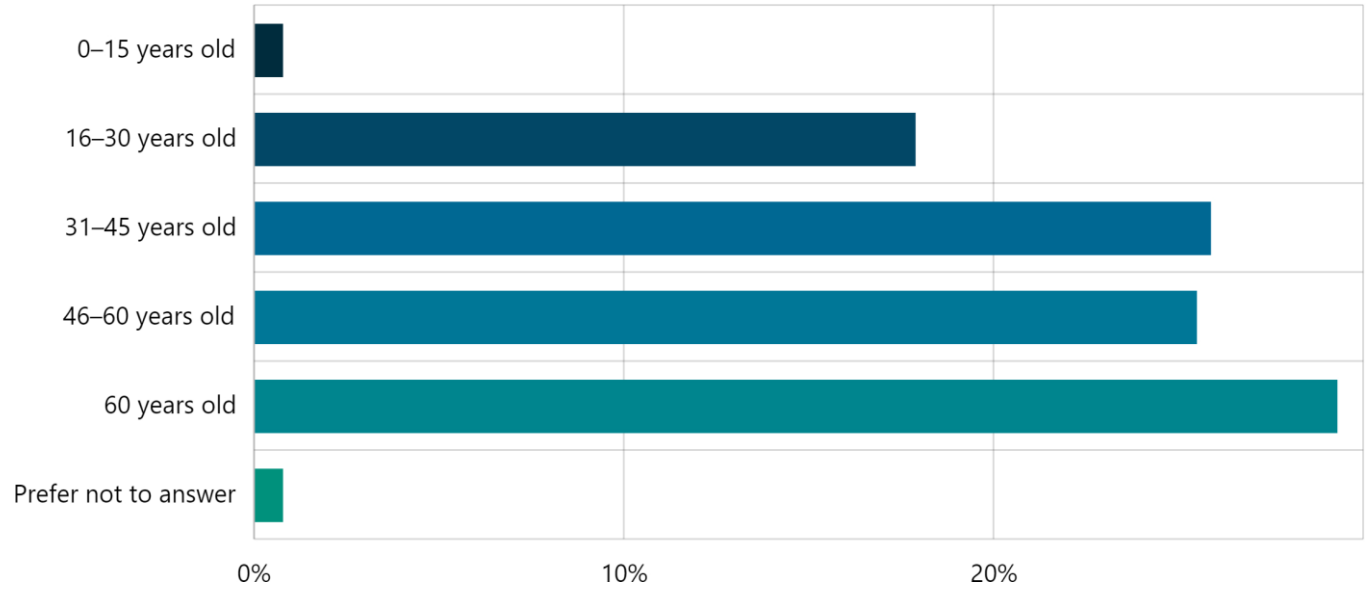
No tag data

Featured Contributions

No featured contributions

2. What is your age?

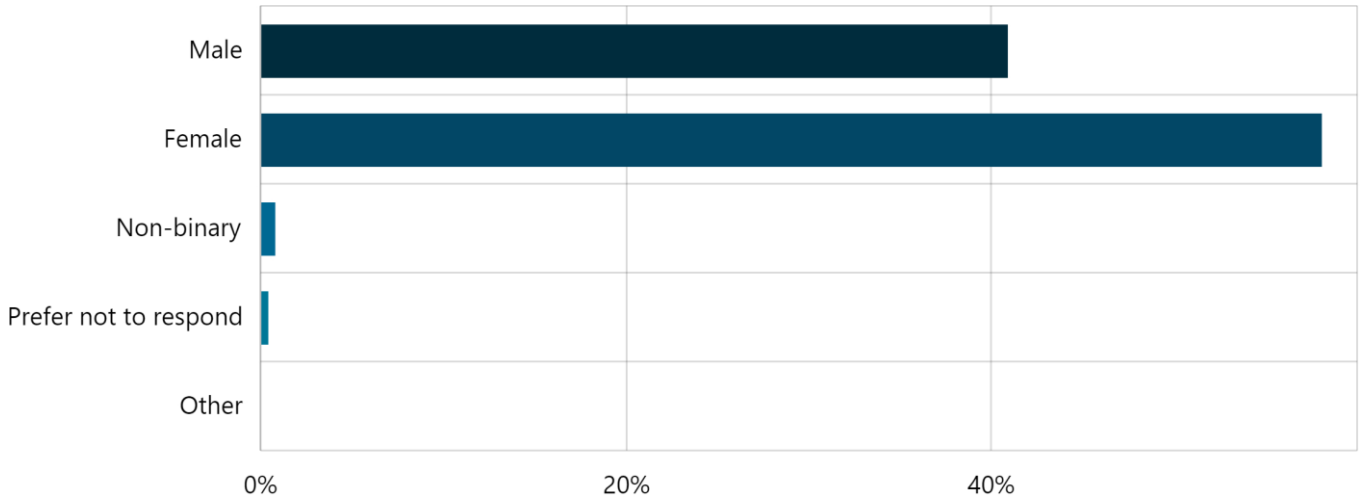
Multi Choice | Skipped: 0 | Answered: 263 (100%)



Answer choices	Percent	Count
0–15 years old	0.76%	2
16–30 years old	17.87%	47
31–45 years old	25.86%	68
46–60 years old	25.48%	67
60 years old	29.28%	77
Prefer not to answer	0.76%	2
Total	**100.00%**	**263**

3. How do you currently describe yourself?

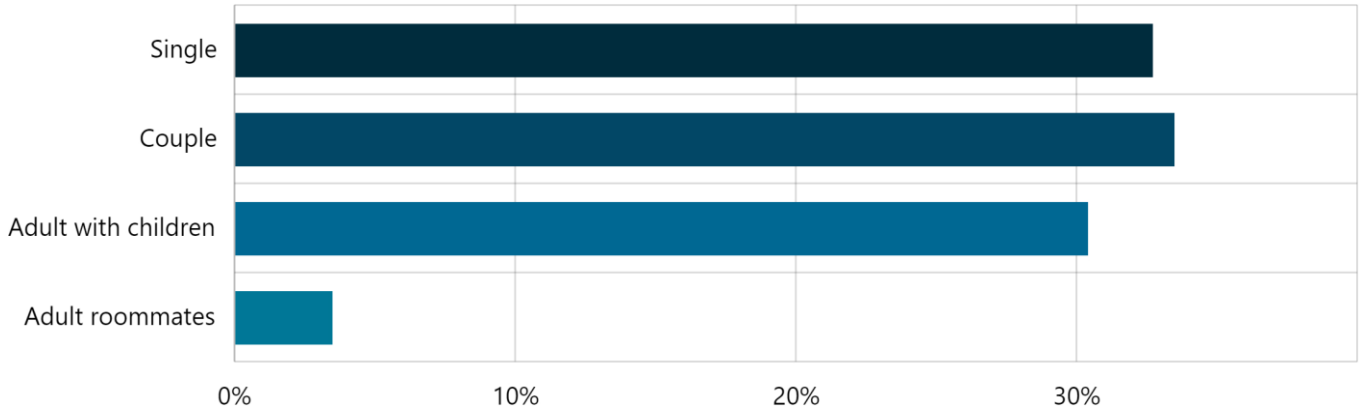
Multi Choice | Skipped: 1 | Answered: 262 (99.6%)



Answer choices	Percent	Count
Male	40.84%	107
Female	58.02%	152
Non-binary	0.76%	2
Prefer not to respond	0.38%	1
Other	0%	0
Total	**100.00%**	**262**

4. Which best describes your household?

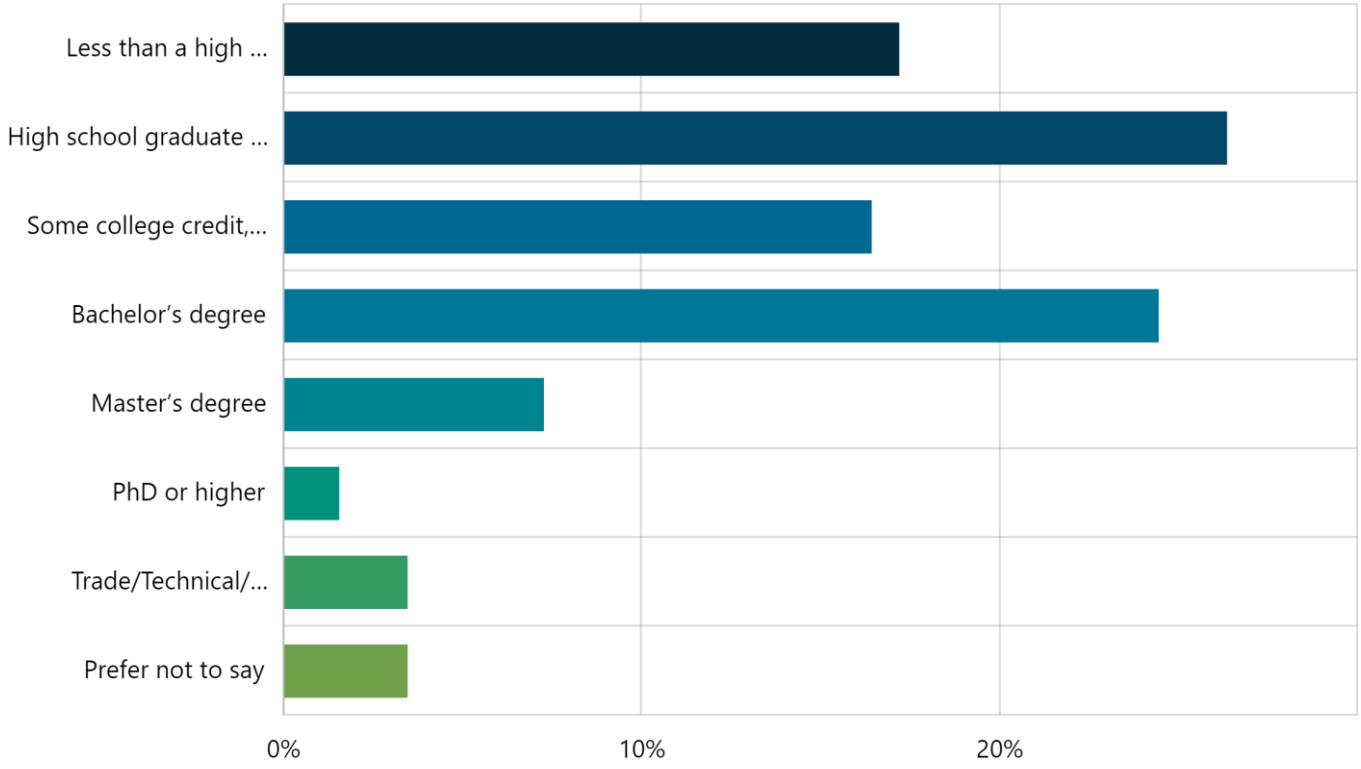
Multi Choice | Skipped: 3 | Answered: 260 (98.9%)



Answer choices	Percent	Count
Single	32.69%	85
Couple	33.46%	87
Adult with children	30.38%	79
Adult roommates	3.46%	9
Total	**100.00%**	**260**

5. What is the highest level of education you have completed?

Multi Choice | Skipped: 1 | Answered: 262 (99.6%)



Answer choices	Percent	Count
Less than a high school diploma	17.18%	45
High school graduate or equivalent (e.g., GED)	26.34%	69
Some college credit, but no degree	16.41%	43
Bachelor's degree	24.43%	64
Master's degree	7.25%	19
PhD or higher	1.53%	4
Trade/Technical/Vocational school	3.44%	9
Prefer not to say	3.44%	9
Total	**100.00%**	**262**

OLD TOWN NATIONAL CITY COMMUNITY INPUT PROJECT

Report Type: Form Results Summary
Date Range: 18-05-2024 - 29-06-2024
Exported: 03-07-2024 12:49:12

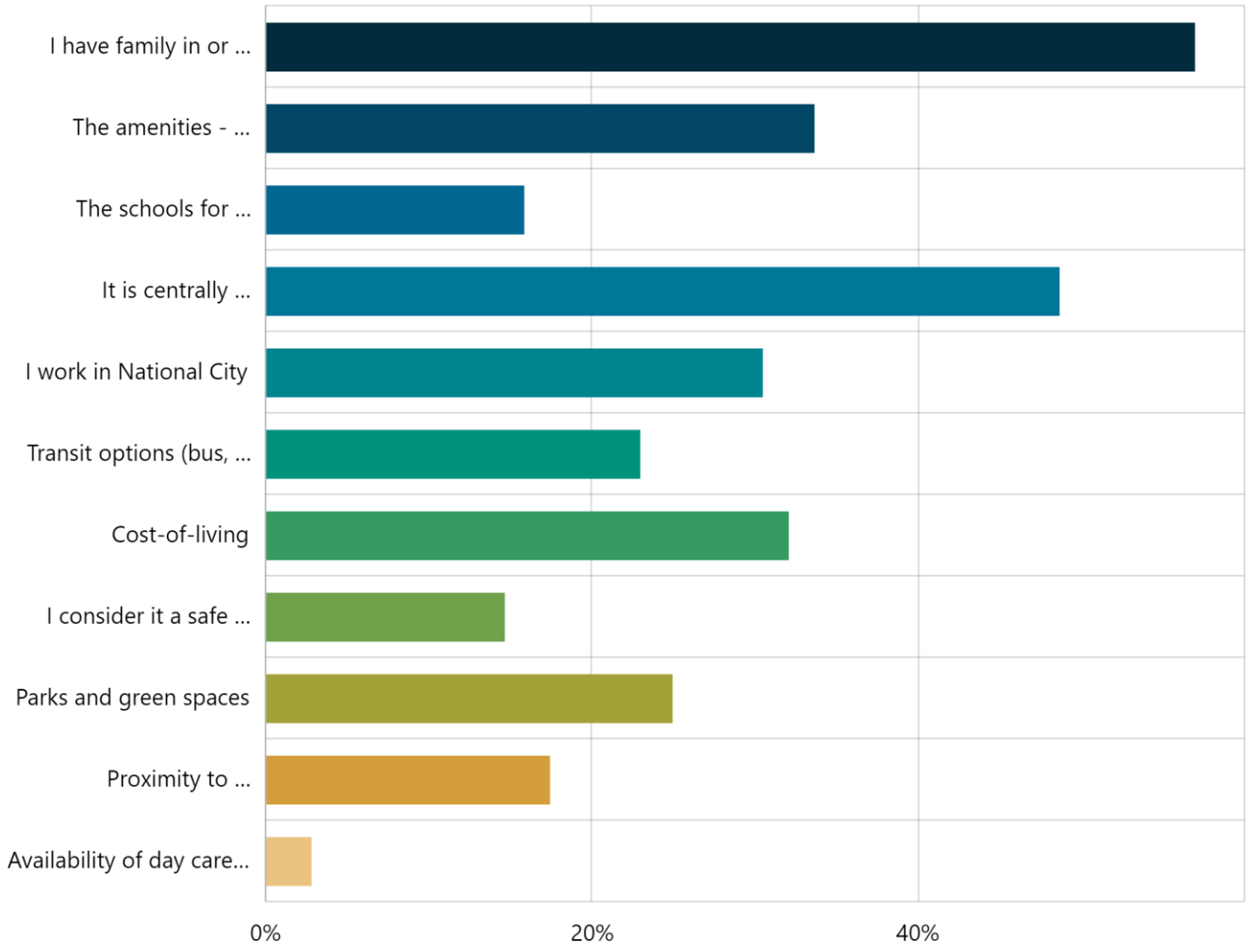
Closed

Section Two
Home

264
Contributions

Contribution Summary

1. Why do you live in Old Town National City? Please select your top three Required
Multi Choice | Skipped: 11 | Answered: 253 (95.8%)

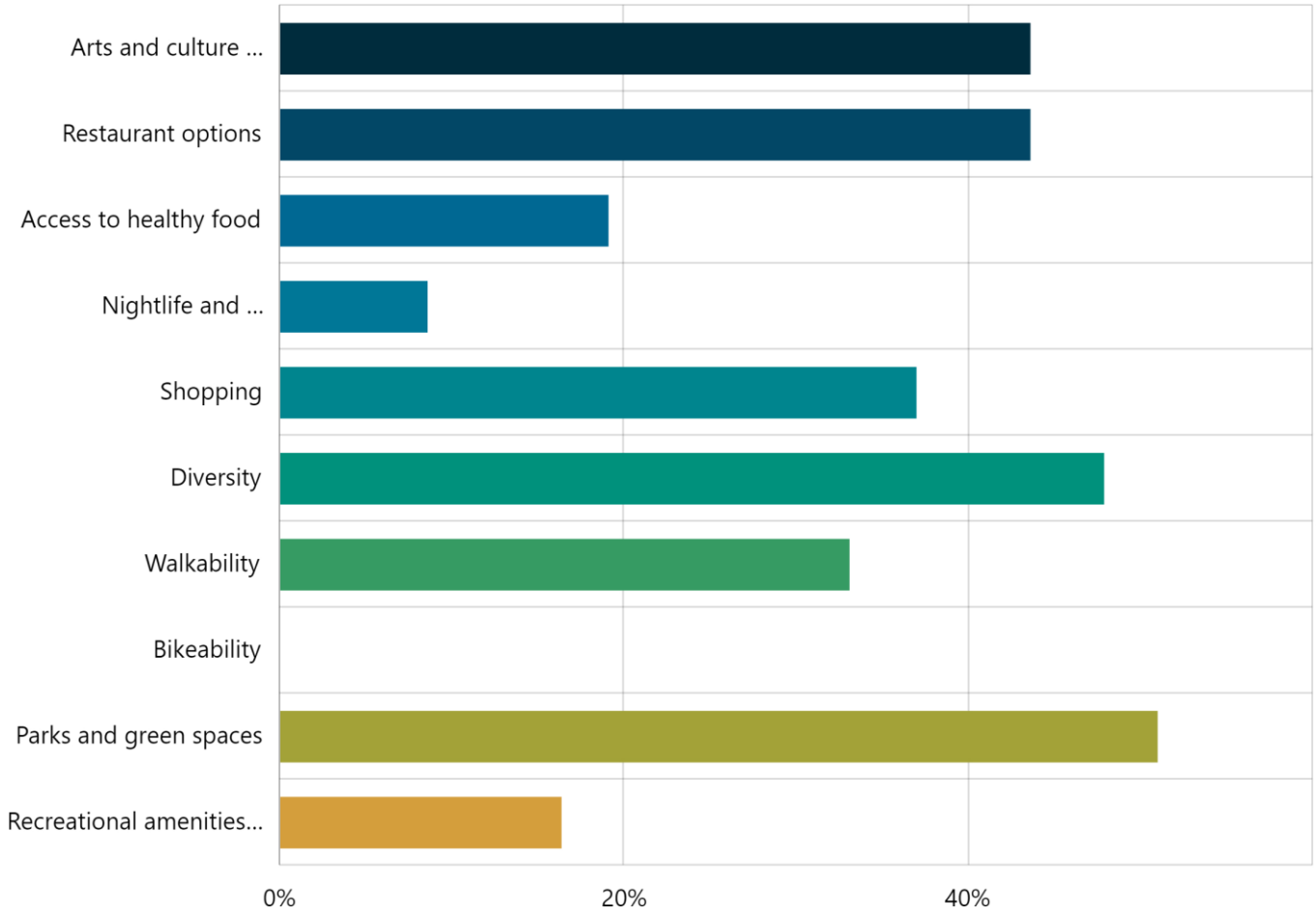


Answer choices	Percent	Count
I have family in or near Old Town National City	56.92%	144
The amenities - everyday markets, shopping, services	33.60%	85
The schools for myself/my children	15.81%	40
It is centrally located and close to everything	48.62%	123

I work in National City	30.43%	77
Transit options (bus, trolley, bicycle lanes, easy commute)	22.92%	58
Cost-of-living	32.02%	81
I consider it a safe place to live	14.62%	37
Parks and green spaces	24.90%	63
Proximity to healthcare facilities	17.39%	44
Availability of day care facilities	2.77%	7

2. What do you love the most about National City? Please select your top three Required

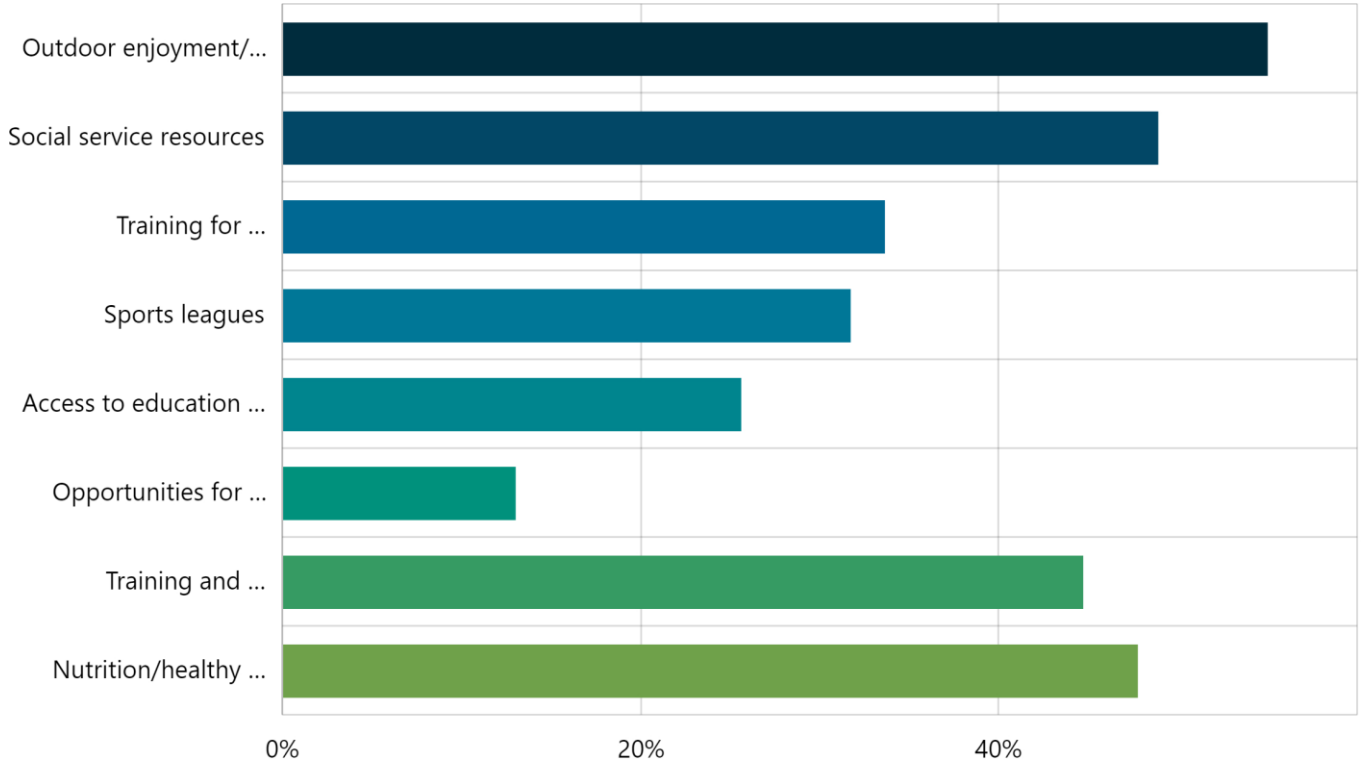
Multi Choice | Skipped: 7 | Answered: 257 (97.3%)



Answer choices	Percent	Count
Arts and culture festivals and events	43.58%	112
Restaurant options	43.58%	112
Access to healthy food	19.07%	49
Nightlife and entertainment	8.56%	22
Shopping	36.96%	95
Diversity	47.86%	123
Walkability	33.07%	85
Bikeability	0%	0
Parks and green spaces	50.97%	131
Recreational amenities (i.e. tennis courts, pools)	16.34%	42

3. What types of programs would you like to see provided in the Old Town National City community in the future? Please select your top three

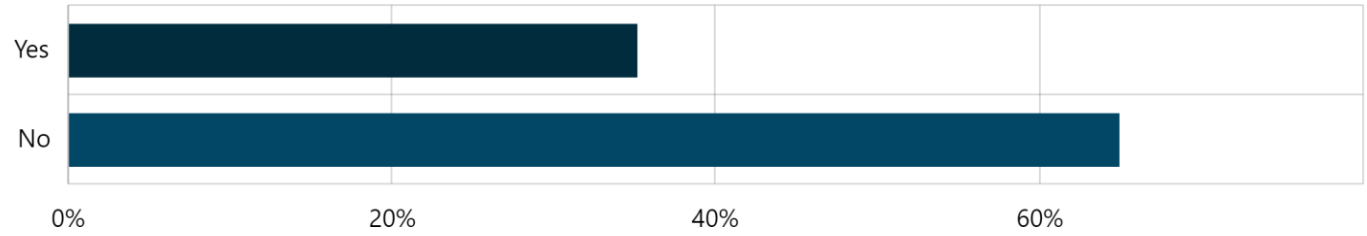
Multi Choice | Skipped: 2 | Answered: 262 (99.2%)



Answer choices	Percent	Count
Outdoor enjoyment/education opportunities	54.96%	144
Social service resources	48.85%	128
Training for emergencies	33.59%	88
Sports leagues	31.68%	83
Access to education around budgeting, saving, asset building	25.57%	67
Opportunities for civic engagement	12.98%	34
Training and technical education for teens and adults	44.66%	117
Nutrition/healthy eating classes	47.71%	125

4. Are there enough community gathering places in Old Town National City?

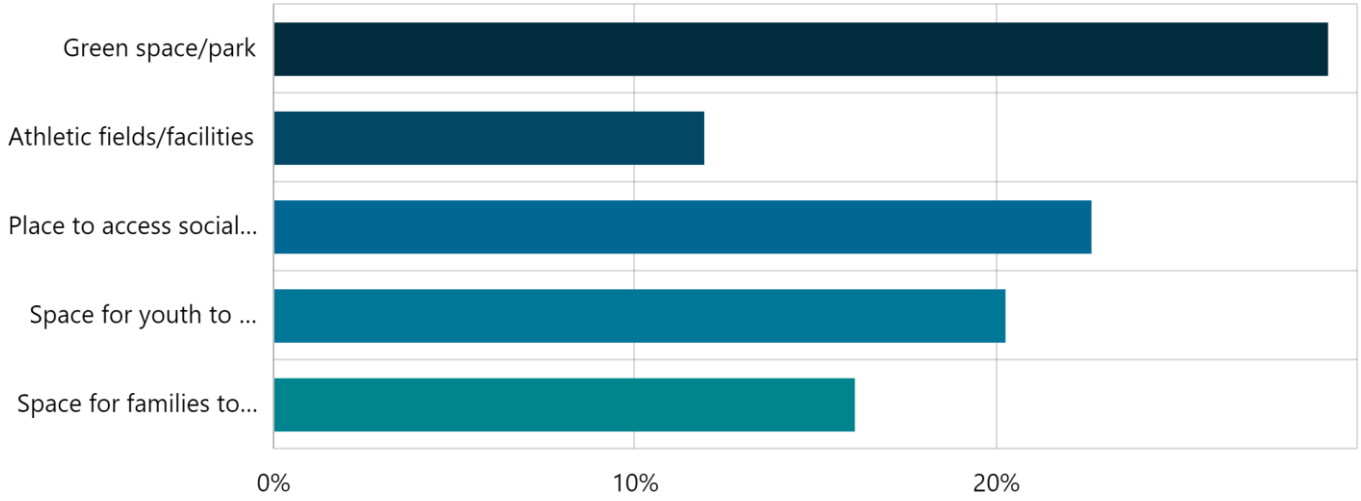
Multi Choice | Skipped: 2 | Answered: 262 (99.2%)



Answer choices	Percent	Count
Yes	35.11%	92
No	64.89%	170
Total	**100.00%**	**262**

5. If no, what type of space would be your preference

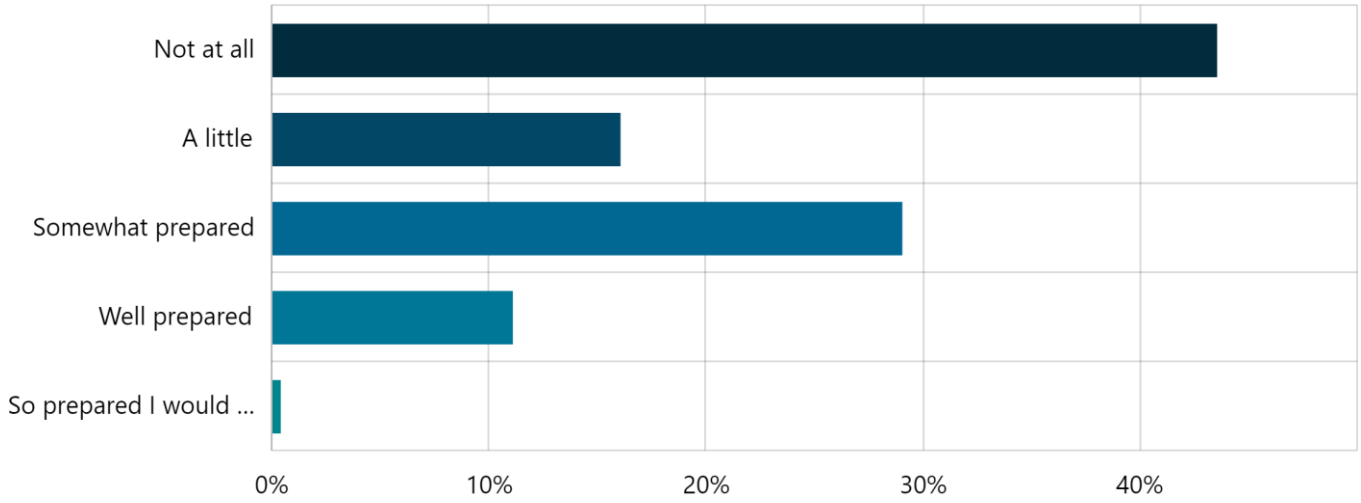
Multi Choice | Skipped: 96 | Answered: 168 (63.6%)



Answer choices	Percent	Count
Green space/park	29.17%	49
Athletic fields/facilities	11.90%	20
Place to access social services	22.62%	38
Space for youth to spend out of school time	20.24%	34
Space for families to connect with each other	16.07%	27
Total	**100.00%**	**168**

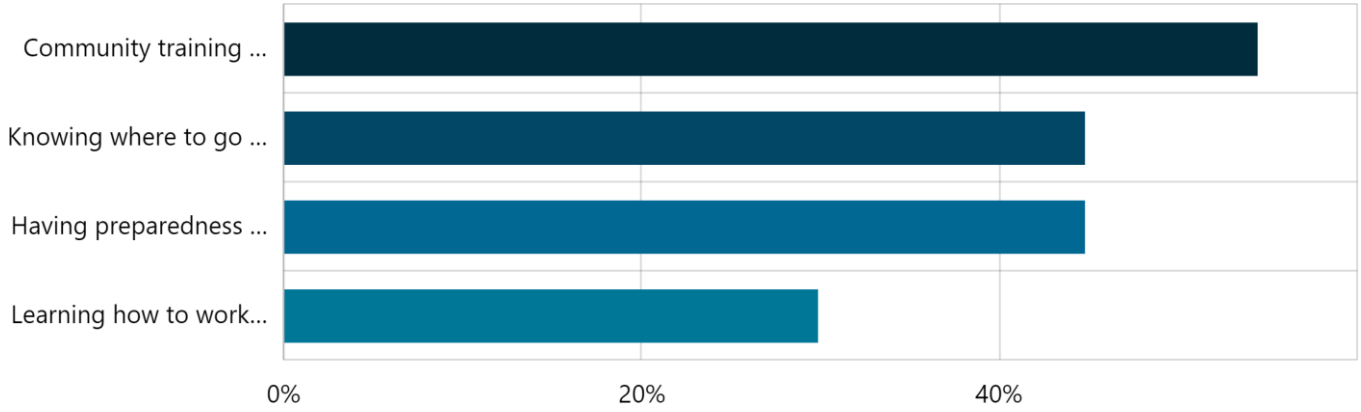
6. How prepared do you feel for an emergency? (i.e. fire, flood, earthquake)?

Multi Choice | Skipped: 2 | Answered: 262 (99.2%)



Answer choices	Percent	Count
Not at all	43.51%	114
A little	16.03%	42
Somewhat prepared	29.01%	76
Well prepared	11.07%	29
So prepared I would be able to help others	0.38%	1
Total	**100.00%**	**262**

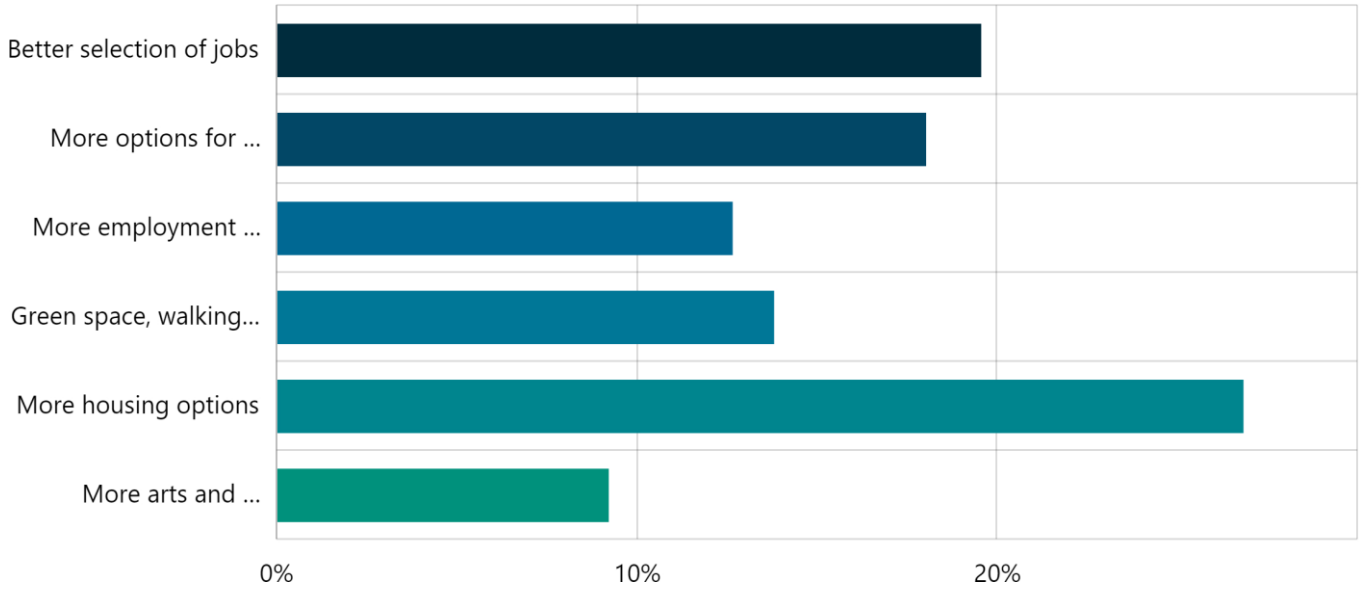
7. If no, what would help to make you and your family better prepared for emergencies? (check all that apply)
Multi Choice | Skipped: 150 | Answered: 114 (43.2%)



Answer choices	Percent	Count
Community training sessions/classes on emergency preparedness	54.39%	62
Knowing where to go or call for help	44.74%	51
Having preparedness information and supplies available to keep on hand	44.74%	51
Learning how to work with local government and business to improve policies and infrastructure	29.82%	34

8. What is the one thing that could make Old Town National City a better place to live?

Multi Choice | Skipped: 3 | Answered: 261 (98.9%)



Answer choices	Percent	Count
Better selection of jobs	19.54%	51
More options for young people	18.01%	47
More employment training opportunities	12.64%	33
Green space, walking and biking paths	13.79%	36
More housing options	26.82%	70
More arts and culture, and opportunities to connect with fellow residents	9.20%	24
Total	**100.00%**	**261**

9. Is there anything not included on the list above that you think could make Old Town National City a better place to live?

Short Text | Skipped: 196 | Answered: 68 (25.8%)

Sentiment



Positive	Mixed	Negative	Neutral	Unclassified
10% (7)	3% (2)	13% (9)	74% (50)	0% (0)

Tags



Tag	Percent	Count
Green Spaces	13%	9
Housing	12%	8
Homeless	10%	7
Economic Development	10%	7
Community Spaces	7%	5
Youth	7%	5
Safety	7%	5
Food	7%	5
Trees	6%	4
Seniors	6%	4
Social Services	4%	3
Beauitfication	3%	2
Rent Control	3%	2
Beautification	3%	2
Traffic	3%	2
Tree	1%	1

Parks	1%	1

Featured Contributions

Street sweeping and trees cleanup, graffiti cleanup, support for homeless
Contribution 3 of 3 | June 22, 2024

Housing developments and industrial parks for employment
Contribution 2 of 3 | June 22, 2024

Accessible parks and gated spaces for special need kids to enjoy outside
Contribution 1 of 3 | June 11, 2024

OLD TOWN NATIONAL CITY COMMUNITY INPUT PROJECT

Report Type: Fund It Results Summary
Date Range: 18-05-2024 - 29-06-2024
Exported: 03-07-2024 12:42:16

Closed

Participatory Budgeting Survey
Home

249
Contributions

Key Statistics

Top-level information about the activity.

$1,000,000.00
Average Spend
$1,000,000.00 total budget

8
Projects
0 sponsors

1043
Total Votes
4.19 avg. projects funded / contribution

Contribution Summary

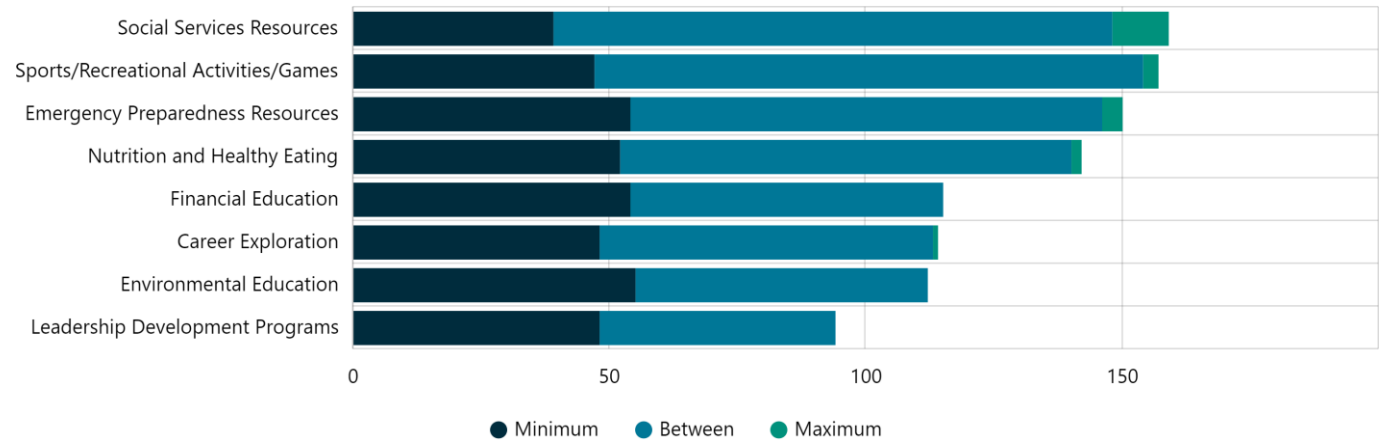
Summary of the activity including details of the included projects, voting results and more.

Project Details
Information on the projects included for potential funding including the name, cost, voting and other details.

Project Name	Funded (Total)	Funded (Min)	Funded (Above Min.)	Funded (Max)
Social Services Resources	159 (63.86%)	39 (15.66%)	109 (43.78%)	11 (4.42%)
Sports/Recreational Activities/Games	157 (63.05%)	47 (18.88%)	107 (42.97%)	3 (1.2%)
Emergency Preparedness Resources	150 (60.24%)	54 (21.69%)	92 (36.95%)	4 (1.61%)
Nutrition and Healthy Eating	142 (57.03%)	52 (20.88%)	88 (35.34%)	2 (0.8%)
Financial Education	115 (46.18%)	54 (21.69%)	61 (24.5%)	0 (0%)
Career Exploration	114 (45.78%)	48 (19.28%)	65 (26.1%)	1 (0.4%)
Environmental Education	112 (44.98%)	55 (22.09%)	57 (22.89%)	0 (0%)
Leadership Development Programs	94 (37.75%)	48 (19.28%)	46 (18.47%)	0 (0%)

Voting Results

Some description for Variable.



Suggested Priorities

A prioritised list of projects based on the voting results that maximises the value of the defined budget.

$1,000,000.00
Total budget for allocated projects

98.8%
Contributions that include at least one suggested project

85.14%
Contributions that include at least half (50%) of all suggested projects

20.88%
Contributions that include all (100%) of suggested projects

8.03%
Contributions that supported one of these suggested projects at the maximum

95.58%
Contributions that supported one of these suggested projects beyond the minimum



Social Services Resources

Cost: $310,691.82

159 votes (15.24%)



Sports/Recreational Activities/Games

Cost: $256,687.90

157 votes (15.05%)



Emergency Preparedness Resources

Cost: $258,666.67

150 votes (14.38%)



Nutrition and Healthy Eating

Cost: $173,953.61

142 votes (13.61%)

EXHIBIT C

COMMUNITY ENGAGEMENT EFFORT

February and June 2024, CHW partnered with SVPR, Inc. to conduct an extensive outreach campaign. The effort included participation in:

- Eight (8) community meetings
- outreach at major community events,
- door-to-door engagement, and
- direct input sessions with Paradise Creek residents.

In total, 263 community members participated in the survey process.

NOTE: The outreach was conducted in the area shown in the map on Slide 6 of this ("Exhibit C"), commonly known as Old Town National City. That said, the proposed Multi-Year Plan was approved based on the proposed uses of the program income funds being used to benefit residents of Paradise Creek Apartments and the surrounding Community commonly referred to as Paradise Creek, Westside, and Old Town National City (collectively, the "Community") and shall be used in those areas.

To the extent possible, funding will be utilized at the Paradise Creek Educational Park, Community Garden, and Casa de Salud Community Center.



Old Town National City Community Input Project

Public Outreach Results

Prepared by SVPR Communications | August 2024

Public Outreach Goals

- ☑ Engage and inform
- ☑ Seek input, welcome participation and ideas
- ☑ Help prioritize **OTNC $1 million investment**





Public Outreach Tactics

Social Media

Organizational Stakeholder Interviews

Community Presentation at Paradise Creek

Collateral Materials (English & Spanish)

Online Survey

Door-to-Door

Collateral Materials in English & Spanish







Outreach

8 Presentations to Community Groups



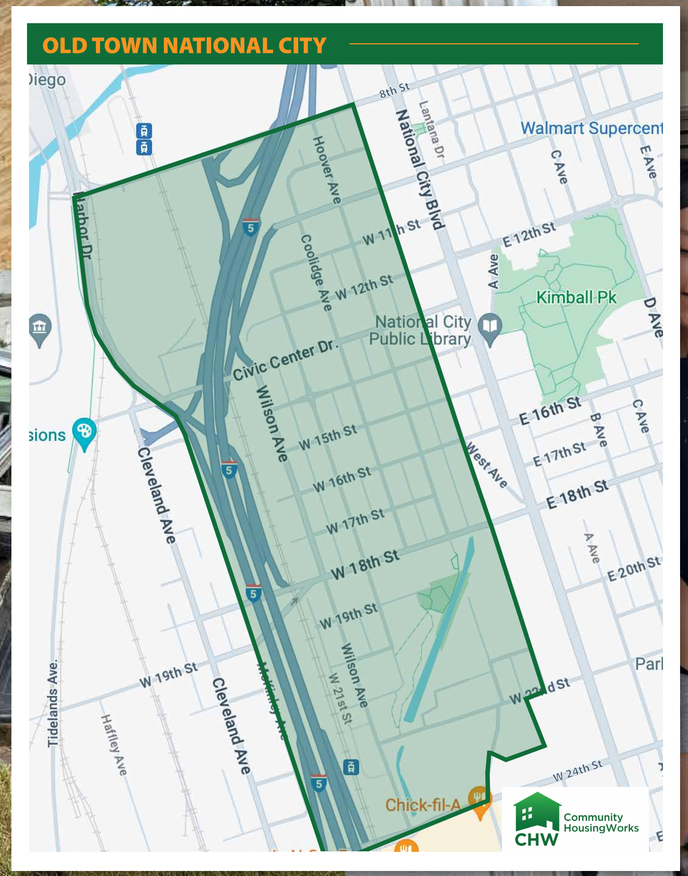






Door-to-Door Outreach





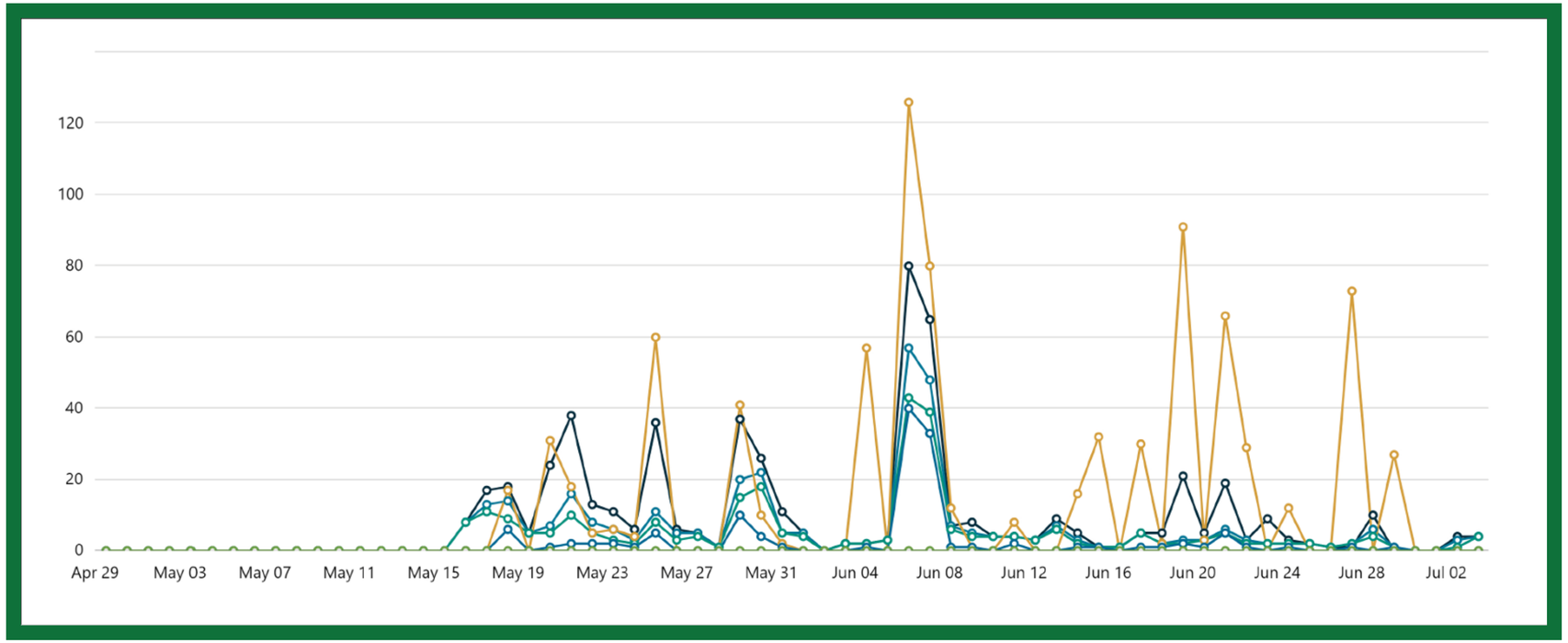




Results Summary

May 15 – July 2

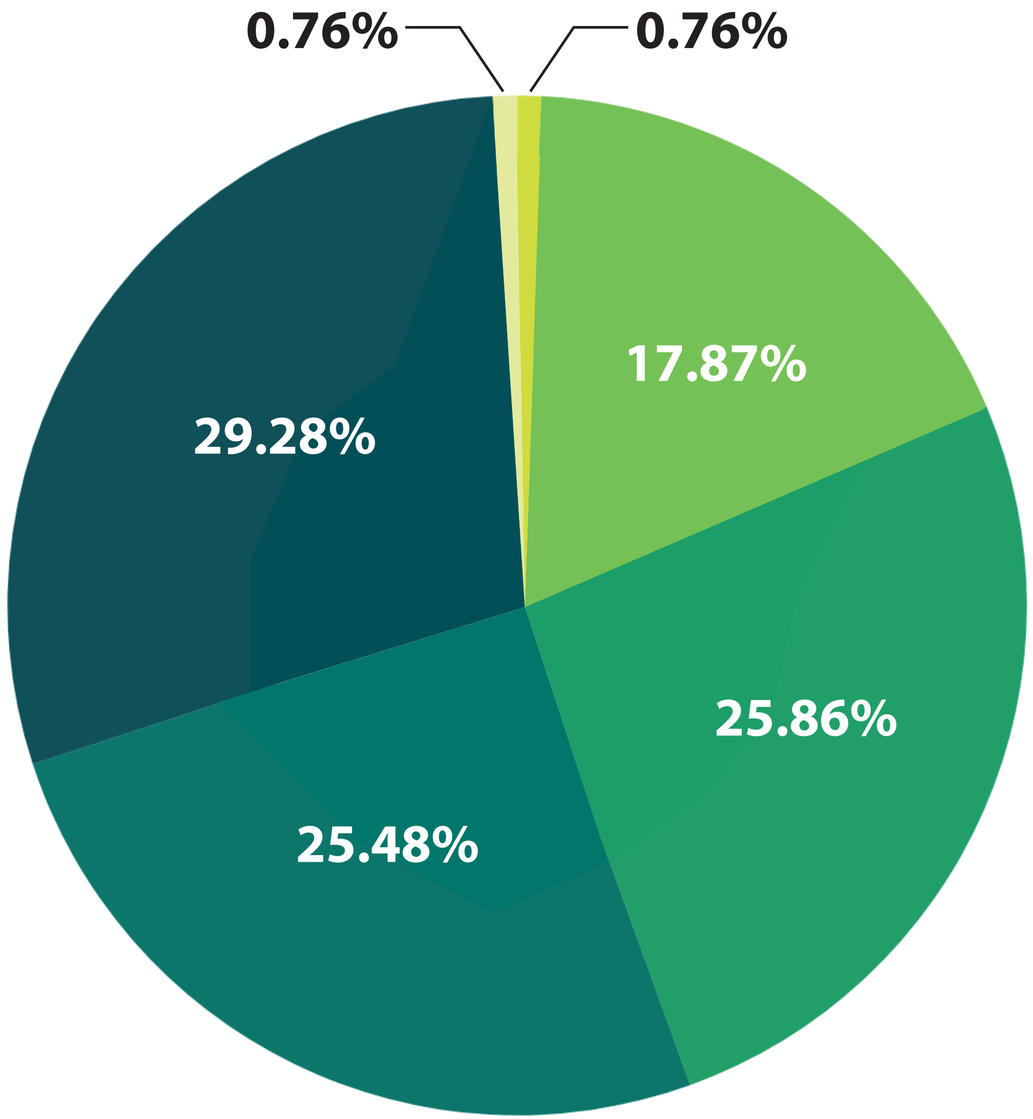
Key Visitation and Utilization Metrics



Contributions	
Form	264
Form	263
Fund It	249
Gather	83

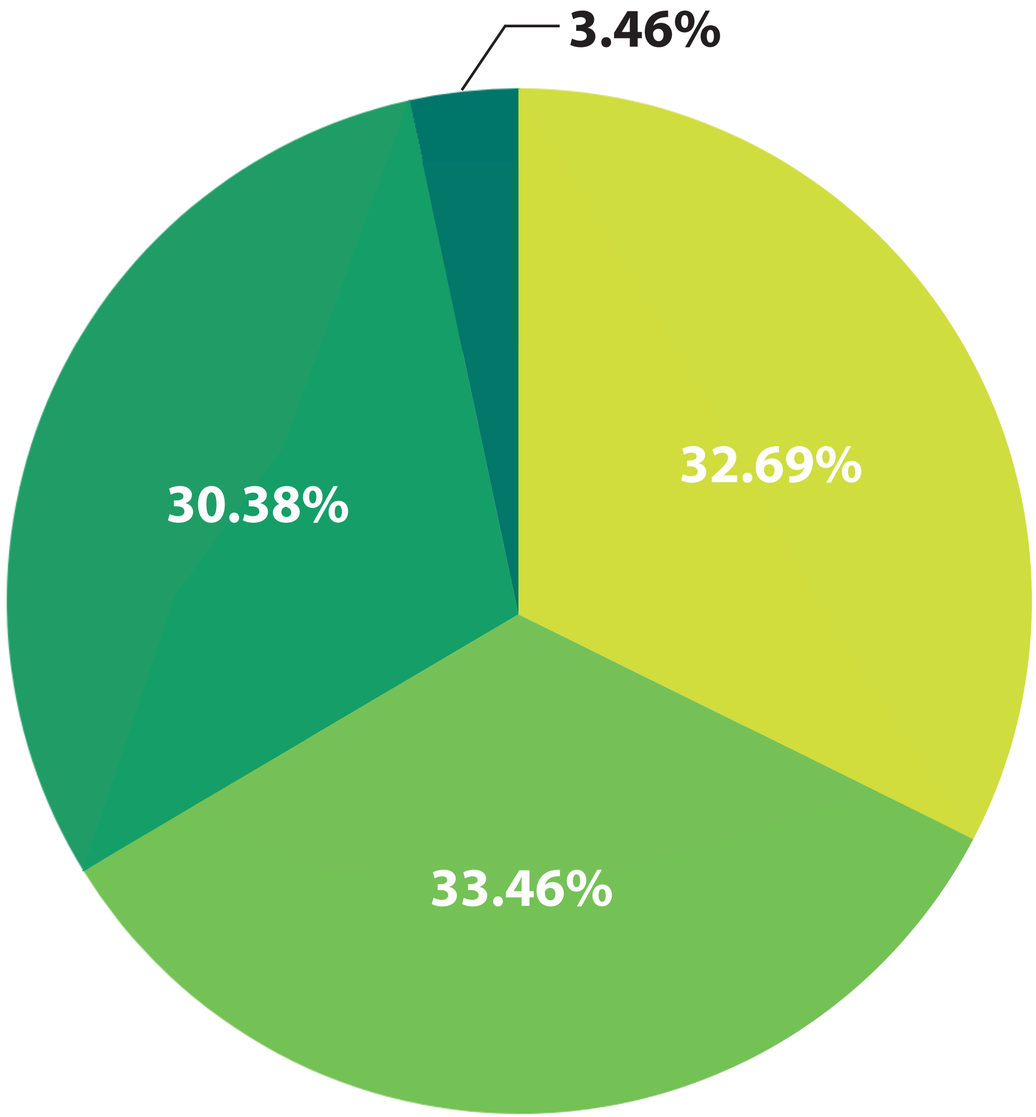
What is your age?

- Prefer not to answer
- 0 - 15 years old
- 16 - 30 years old
- 31 - 45 years old
- 46 - 60 years old
- 60 + years old



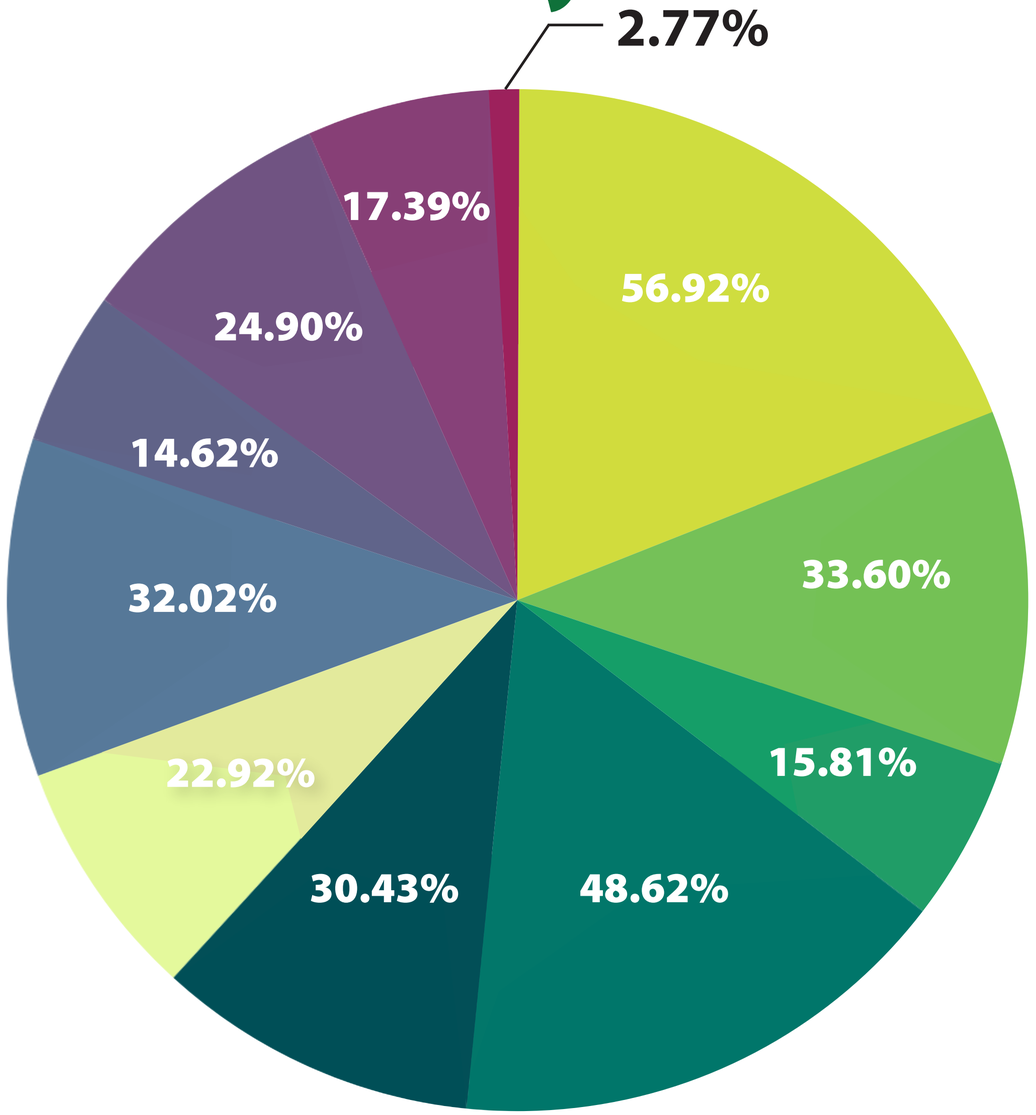
Which best describes your household?

- Single
- Couple
- Adult with Children
- Adult Roommates



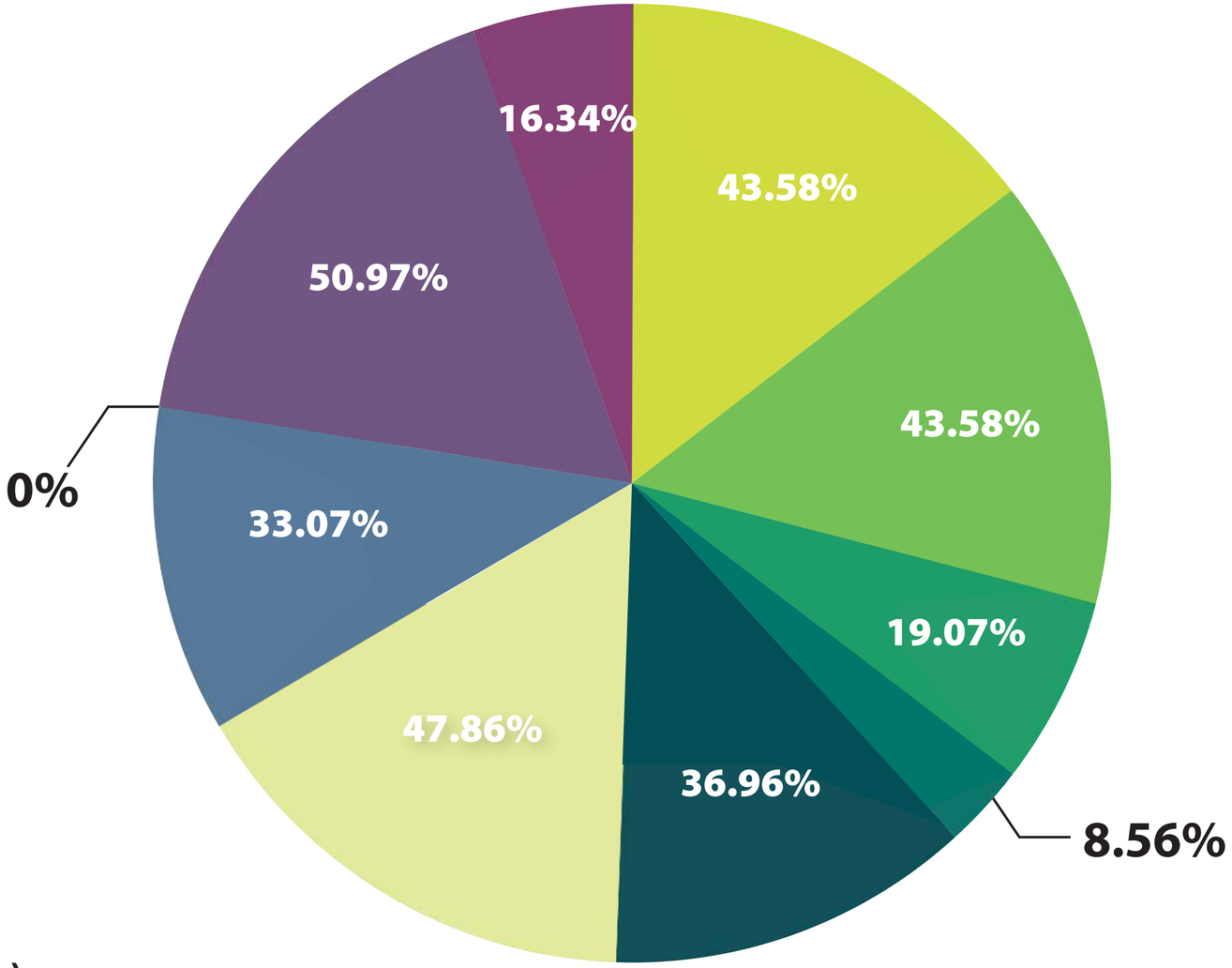
Why do you live in Old Town National City?

- I have family in or near Old Town National City
- The amenities - everyday markets, shopping, services
- The schools for myself/my children
- It is centrally located and close to everything
- I work in National City
- Transit options (bus, trolley, bicycle lanes, easy commute)
- Cost-of-living
- I consider it a safe place to live
- Parks and green spaces
- Proximity to healthcare facilities
- Availability of day care facilities



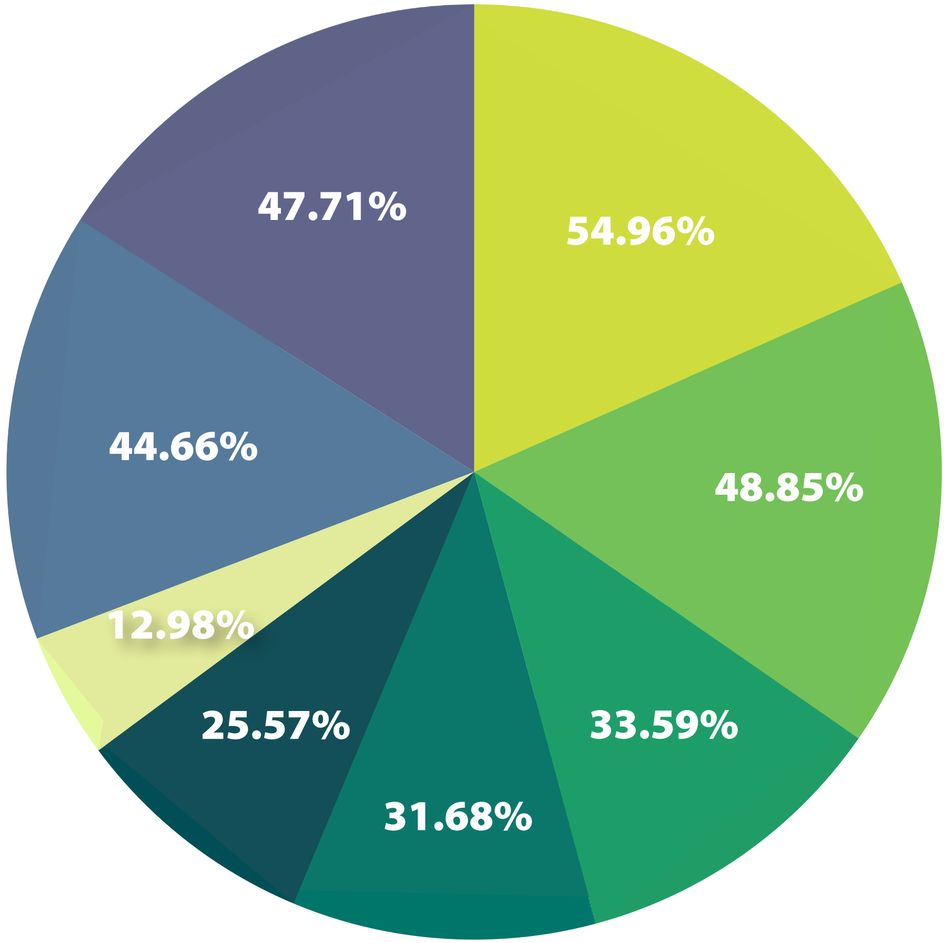
What do you love the most about National City?

- Arts and culture, festivals, and events
- Restaurant options
- Access to healthy food
- Nightlife and entertainment
- Shopping
- Diversity
- Walkability
- Bikeability (0)
- Parks and green spaces
- Recreational amenities (i.e. tennis courts, pools)



What types of programs would you like to see provided in the Old Town National City community in the future?

- Outdoor enjoyment/education opportunities
- Social service resources
- Training for emergencies
- Sports leagues
- Access to education around budgeting, saving, asset building
- Opportunities for civic engagement
- Training and technical education for teens and adults
- Nutrition/healthy eating classes





Participatory Budgeting Survey

Participatory Budgeting Survey

Closed

You Fund It! Please select and allocate $1 million in $100,000 increments to the options listed below, which include examples of how the funds might be spent. You must allocate all $1 million.

Your remaining budget:

$ 1,000,000

MINIMUM SPEND $1,000,000

Sort by



Career Exploration

Read More

$0

$100,000 $1,000,000

114 Votes (11%)



Nutrition and Healthy Eating

Read More

$0

$100,000 $1,000,000

142 Votes (14%)



Leadership Development Programs

Read More

$0

$100,000 $1,000,000

94 Votes (9%)



Emergency Preparedness Resources

Read More

$0

$100,000 $1,000,000

150 Votes (14%)



Financial Education

Read More

$0

$100,000 $1,000,000

115 Votes (11%)



Social Services Resources

Read More

$0

$100,000 $1,000,000

159 Votes (15%)



Sports/Recreational Activities/Games

Read More

$0

$100,000 $1,000,000

157 Votes (15%)



Environmental Education

Read More

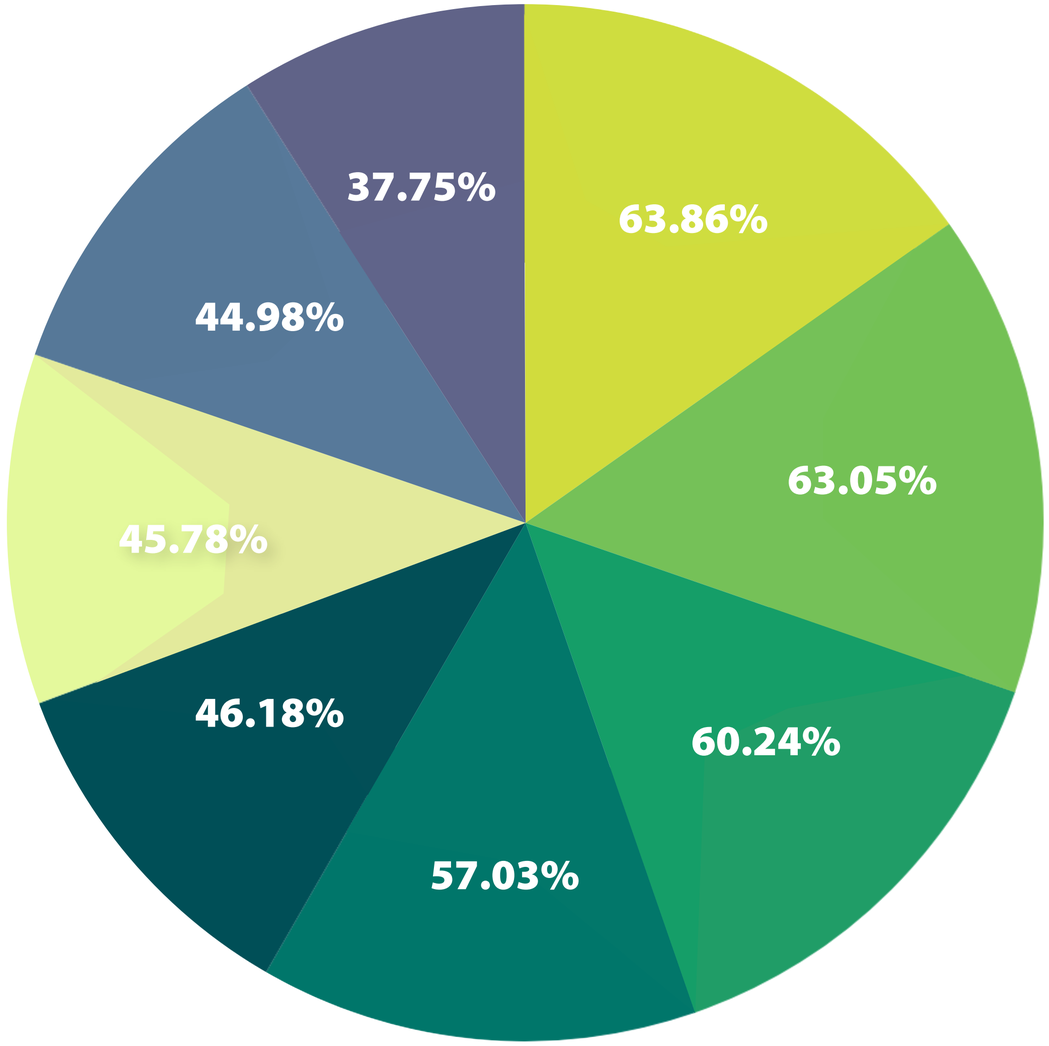
$0

$100,000 $1,000,000

112 Votes (11%)

Results Summary Participatory Budgeting Survey

- Social Services Resources
- Sports/Recreational Activities/Games
- Emergency Preparedness Resources
- Nutrition and Healthy Eating
- Financial Education
- Career Exploration
- Environmental Education
- Leadership Development Programs





Ideas Wall Word Cloud

Tell us about your project!

Do you have a new idea for a potential project? Submit general comments on how we can best serve our community in the future.

79 contributions

Closed

Filter by: Type | Search | Sort by

Rec Centers
Posted by Anonymous | 23 days ago

Please update all rec centers

0 Likes 0 Comments

Rehab for homes
Posted by Anonymous | 23 days ago

Rehab for homes

0 Likes 0 Comments

Sports and Recreation Programs
Posted by Anonymous | 23 days ago

More sports and recreation programs for children and teens

0 Likes 0 Comments

Casa de Salud
Posted by Anonymous | 25 days ago

Casa de Salud is underutilized due to City of National City bureaucratic $ charges.

0 Likes 0 Comments

Recreaational facilities
Posted by Anonymous | 25 days ago

All recreational facilities are not available,. Too expensive to use!

0 Likes 0 Comments

Biking
Posted by Anonymous | 25 days ago

Any project that would connect our city to other cities as to infrastructure (biking especially)

0 Likes 0 Comments

Casa de Salud!
Posted by Anonymous | 25 days ago

The Casa de Salud is not used as a community place to visit. The City charges to use all community rec. centers.

0 Likes 0 Comments

Casa de Salud
Posted by Anonymous | 25 days ago

Casa de Salud is underutilized due to costly expenses. This prevents our youth from learning cultural and educational education. There should be access to community events.

0 Likes 0 Comments

Thank You!

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SVPR
COMMUNICATIONS

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL, CALIFORNIA, 1) AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A MEMORANDUM OF AGREEMENT WITH COMMUNITY HOUSINGWORKS FOR THE PARADISE CREEK ENHANCEMENT PROJECT FY 2025-2029 MULTI-YEAR PLAN FOR PROGRAM INCOME, AND 2) AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION AND CORRESPONDING REVENUE BUDGET IN THE AMOUNT OF $1,570,000 IN THE REIMBURSABLE GRANTS CITYWIDE FUND FOR THE PARADISE CREEK ENHANCEMENT PROJECT.

WHEREAS, Community HousingWorks ("CHW") receives and administers Program Income generated from the Paradise Creek Apartments ("Project"), Phases I and II, pursuant to the Transit-Oriented Infill Affordable Housing and Paradise Creek Enhancement Project Grant Agreements ("Grant Agreements") between the Community Development Commission of the City of National City and CHW ; and

WHEREAS, Program Income is defined per Section 6 of the Grant Agreements as funds collected in repayment of the Promissory Notes made to the Project in the amounts granted to CHW through the Grant Agreements; and

WHEREAS, Program Income is intended to fund social, recreational, educational, and workforce development programs, in addition to community-serving activities and capital improvements, for the primary benefit of the Project, its residents and the residents of the community of which the Project is a part commonly known as Paradise Creek, Westside, and Old Town National City (collectively "Community"); and

WHEREAS, the Community HousingWorks Paradise Creek Enhancement Project FY 2025-2029 Multi-Year Plan for Program Income ("Multi-Year Plan") establishes the use of accumulated Program Income and the anticipated ongoing Program Income by supporting specific capital improvements and community-serving programs ("Project and Program-Related Activities" or "Activities"); and

WHEREAS, the Multi-Year Plan will be further implemented in subsequent Fiscal Years through FY 2029 through the submission of Annual Plans; and

WHEREAS, the Multi-Year Plan was informed by a comprehensive community engagement process conducted to engage the community to identify key needs and priorities; and

WHEREAS, the priorities identified in the Multi-Year Plan support the City Council's Strategic Plan goals related to community engagement, public health, economic opportunity, and quality of life; and

WHEREAS, Annual Plans will contain eligible activities per the Multi-Year Plan and funding amounts corresponding to the actual receipt of Program Income from each prior year; and

WHEREAS, to better coordinate and leverage funding and services, CHW seeks to grant the City funding to provide certain Project and Program-Related Activities identified in the Multi-Year Plan; and

WHEREAS, the Parties desire to enter into an MOA to establish the terms and conditions under which CHW shall grant funds to the City for the implementation of the Multi-Year Plan.

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

Section 1: That the City Council hereby authorizes the City Manager or designee to execute a Memorandum of Agreement ("MOA") with Community HousingWorks to carry out activities in the CHW Paradise Creek Enhancement Project FY 2025-2029 Multi-Year Plan for Program Income.

Section 2: That the City Council hereby authorizes the acceptance of grant funds in the amount of $1,570,000 from CHW for capital improvement projects consistent with the Paradise Creek Enhancement Project FY 2025-2029 Multi-Year Plan for Program Income.

Section 3: That the City Council authorizes the establishment of an appropriation of $1,570,000 and corresponding revenue budget for FY 2027. Future appropriations and budget adjustments will be brought to the City Council for approval.

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 30th day of June, 2026.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Heidi Skinner, City Attorney

AGENDA REPORT

Department: **Engineering and Public Works**
Prepared by: **Ricardo Rodriguez, Associate Engineer-Civil**
Meeting Date: **Tuesday, June 30, 2026**
Approved by: **Douglas J. Schulze, City Manager**

SUBJECT:
Awarding a Contract to Palm Engineering Construction Company, Inc. for the Paradise Creek Educational Park Wetland Expansion Project, CIP No. 21-28.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Palm Engineering Construction Company, Inc. in the Not-To-Exceed Amount of $1,092,945.25 for the Paradise Creek Educational Park Wetland Expansion Project, CIP No. 21-28; 2) Authorizing a 15% Contingency in the Amount of $163,942 for any Unforeseen Changes; and 3) Authorizing the Mayor to Execute the Contract".

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
On June 30, 2021, the City of National City submitted a grant application in the amount of $957,000 for the California Ocean Protection Council Proposition 1 Grant Program.

The grant application was for the Paradise Creek Educational Park Wetland Expansion project, CIP 21-28, which proposed the demolition of a portion of the existing industrial land use, wetland expansion, creation of a park/educational picnic area, installation of five trash control devices, interpretive signage, and sidewalk improvements. The Project will have a local and regional watershed impact through the creation of native wetland habitat for local wildlife in an Environmentally Sensitive Area within the City. The project drains to Paradise Marsh (Sweetwater Marsh Unit) which is part of the San Diego Bay National Wildlife Refuge. The wetland expansion allows for connectivity to the salt marsh habitat to improve native wildlife biodiversity, which is suitable for endangered, threatened, migratory, and native species, as well as minimize the localized flooding on W 18th Street from tidal influences in the creek. At the project site, the wetland expansion will filter pollutants, including phosphorus, from overland runoff that discharges directly into Paradise Creek through natural processes. The wetland habitat quality will improve to protect the ecological value of Paradise Creek and the San Diego Bay National Wildlife Refuge.

On January 13, 2022, the Ocean Protection Council notified the City of National City that the Paradise Creek Wetland Expansion Project had been awarded a grant of $957,000 with a $111,578 in-kind contribution of City staff for a total project cost of $1,068,578. The grant's period of performance to deliver the project was set to end on December 31, 2024. However, via amendments to the agreement, the project end date was ultimately extended to March 31, 2027.

On August 2, 2022, per Resolution 2022-122, the City of National City accepted the Ocean Protection Council Proposition 1 Grant, and on September 22, 2022, Grant Agreement P01-4-06 between the City of National City and the State of California Natural Resources Agency was executed.

On December 10, 2024, Amendment #1 to Grant Agreement P01-4-06 was executed, extending the project end date from December 31, 2024 to March 31, 2025, as well as shifting budget between tasks, with no funding added.

Then, on October 22, 2025, Amendment #2 to Grant Agreement P01-4-06 was executed, extending the project end date from March 31, 2025 to March 31, 2027, an extension of 24 months, with no funding added.

Based on extensive community engagement led by Community HousingWorks (CHW) in collaboration with City staff, residents of Old Town (Westside) National City requested additional enhancements to Paradise Creek Educational Park including public restrooms and a shade structure. These proposed improvements were subsequently incorporated into CHW's Paradise Creek Enhancement Project FY 2025-2029 Multi-Year Plan for Program Income. Funding is being passed through to the City of National City in the form of a grant, which authorizes the City's Engineering & Public Works Department to deliver the projects. Engineering staff updated the plans and specifications for the Paradise Creek Educational Park Wetland Expansion Project to include the public restrooms and a shade structure.

On April 23, 2026, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On April 29, 2026 and May 7, 2026, the bid solicitation was advertised in the local newspaper. On May 19, 2026, three (3) bids were received by the 2:00 p.m. deadline and Palm Engineering Construction Company, Inc. was the apparent lowest bidder with a total bid amount of $1,092,945.25.

Upon review of all documents submitted, Palm Engineering Construction Company, Inc.'s bid was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Staff recommends awarding a contract to Palm Engineering Construction Company, Inc. in the not-to-exceed amount of $1,092,945.25 and authorizing a 15% contingency in the amount of $163,942 to address any unforeseen conditions that may arise.

FINANCIAL STATEMENT:

Funding for contract award and 15% contingency is available through prior City Council authorized appropriations to the following expenditure accounts:

Contract Award
296-10-18-18500-7598-6202296 (Ocean Protection Council Prop 1 Grant - Paradise Creek Wetlands Expansion & Park Improvements) - $499,103.80

282-10-18-18500-7898-1592282 (Community HousingWorks Grant - Paradise Creek Park Public Restrooms) - $500,000

282-10-18-18500-7898-1594282 (Community HousingWorks Grant - Paradise Creek Park Shade Structure) - $93,841.45

15% Contingency

282-10-18-18500-7898-1594282 (Community HousingWorks Grant - Paradise Creek Park Shade Structure) - $6,158.55

100-10-18-18500-7898-1597100 (General Fund CIP - Paradise Creek Park) - $157,783.45

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

ENVIRONMENTAL REVIEW:
Notice of Exemption under Sections 15330 and 15333 of the CEQA Guidelines was filed with the County Recorder's Office on June 5, 2024.

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: **Paradise Creek Educational Park Wetland Expansion**
CIP NO: **21-28**
DATE: **May 19, 2026**
TIME: **2:00 P.M.**
ESTIMATE: **$946,000**
PROJECT ENGINEER: **Ricardo Rodriguez**

NO.	BIDDER'S NAME	BID AMOUNT	BID SECURITY - BOND
1	Palm Engineering Construction Co., Inc. 7330 Opportunity Road, Suite A San Diego, CA 92111	**$1,092,945.25**	Bond
2	SWCS, Inc. 11653 Riverside Drive, Suite 153 Lakeside, CA 92040	**$1,278,450.52**	Bond
3	OrangeBlue General Contractors 27071 Cabot Road, Suite 108 Laguna Hills, CA 92653	**$1,561,061.75**	Bond

Exhibit B

SUMMARY OF BID ITEMS

NAME: Paradise Creek Educational Park Wetland Expansion
CIP NO: 21-28
DATE: May 19, 2026
TIME: 2:00 P.M.
ESTIMATE: $946,000
PROJECT ENGINEER: Ricardo Rodriguez

				Palm Engineering Construction Company, Inc.		SWCS, Inc.		OrangeBlue General Contractors	
Item	Description	Unit	Qty	Unit Price	Line Total	Unit Price	Line Total	Unit Price	Line Total
Base Bid									
1	Mobilization/Demobilization	LS	1	$55,000.00	$55,000.00	$147,984.86	$147,984.86	$235,000.00	$235,000.00
2	Surveying and Construction Staking	LS	1	$15,000.00	$15,000.00	$20,163.96	$20,163.96	$15,000.00	$15,000.00
3	Traffic Control and Pedestrian Control	LS	1	$7,500.00	$7,500.00	$14,516.10	$14,516.10	$10,000.00	$10,000.00
4	Unclassified Excavation	LS	1	$33,000.00	$33,000.00	$44,612.69	$44,612.69	$60,000.00	$60,000.00
5	Removal, Disposal & Replacement of Unsuitable Material	CY	10	$500.00	$5,000.00	$584.34	$5,843.40	$1,000.00	$10,000.00
6	Water Polution Control	LS	1	$15,000.00	$15,000.00	$11,507.52	$11,507.52	$45,000.00	$45,000.00
7	Clearing and grubbing	LS	1	$30,000.00	$30,000.00	$7,929.82	$7,929.82	$100,000.00	$100,000.00
8	Construct gabion wall (street wall)	CY	30	$603.00	$18,090.00	$1,000.62	$30,018.60	$2,000.00	$60,000.00
9	Construct plastic barrier at gabion wall	LF	90	$105.00	$9,450.00	$50.99	$4,589.10	$25.00	$2,250.00
10	Construct 6" concrete header curb	LF	127	$80.00	$10,160.00	$27.16	$3,449.32	$120.00	$15,240.00
11	Construct permeable concrete pavers	SF	3818	$37.00	$141,266.00	$28.24	$107,820.32	$35.00	$133,630.00
12	Construct 26" high turnback barrier	LF	131	$250.00	$32,750.00	$451.87	$59,194.97	$300.00	$39,300.00
13	Construct 8' chain link fence	LF	26	$135.00	$3,510.00	$801.57	$20,840.82	$200.00	$5,200.00
14	Buy/Install 92" ADA picnic tables	EA	2	$3,500.00	$7,000.00	$2,961.87	$5,923.74	$3,000.00	$6,000.00
15	Buy/Install 72" picnic tables	EA	2	$3,300.00	$6,600.00	$2,814.23	$5,628.46	$2,800.00	$5,600.00
16	Buy/Install benches	EA	2	$4,000.00	$8,000.00	$2,536.66	$5,073.32	$2,500.00	$5,000.00
17	Buy/Install trash/recycle receptacles	EA	2	$2,000.00	$4,000.00	$1,520.58	$3,041.16	$2,500.00	$5,000.00
18	Buy/Install park interpretive signage	EA	2	$7,500.00	$15,000.00	$7,917.87	$15,835.74	$4,000.00	$8,000.00
19	Buy/Install grant acknowledgement signage	EA	1	$2,500.00	$2,500.00	$5,126.53	$5,126.53	$2,500.00	$2,500.00

20	Furnish and install curb inlet trash capture devices per SWRCB approved list	EA	5	$8,500.00	$42,500.00	$3,133.48	$15,667.40	$9,000.00	$45,000.00
21	Controller expansion module	EA	1	$1,500.00	$1,500.00	$7,417.17	$7,417.17	$700.00	$700.00
22	Temporary irrigation for wetland and upland establishment	SF	8911	$5.00	$44,555.00	$11.95	$106,486.45	$5.60	$49,901.60
23	Soil prep - upland planting area	SF	2020	$5.00	$10,100.00	$4.89	$9,877.80	$2.25	$4,545.00
24	Fine grading	SF	9025	$1.00	$9,025.00	$1.08	$9,747.00	$0.50	$4,512.50
25	Shrubs, 5 gallon	EA	68	$80.00	$5,440.00	$65.17	$4,431.56	$50.00	$3,400.00
26	Shrubs, 1 gallon	EA	2084	$37.00	$77,108.00	$27.16	$56,601.44	$30.00	$62,520.00
27	180 day maintenance	SF	8911	$1.93	$17,198.23	$1.47	$13,099.17	$1.15	$10,247.65
28	Provide/install solar light fixture with concrete footing	EA	1	$35,000.00	$35,000.00	$14,282.58	$14,282.58	$25,000.00	$25,000.00
29	Qualified Biologist Services	LS	1	$45,000.00	$45,000.00	$33,930.63	$33,930.63	$18,000.00	$18,000.00
30	Implement Recommended Mitigation Measures	Allowance	1	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
		Subtotal			**$716,252.23**		**$800,641.63**		**$996,546.75**
Additive Alternate 1									
31	Buy/Install 15'X22' shade structure	EA	1	$59,500.00	$59,500.00	$43,443.57	$43,443.57	$125,000.00	$125,000.00
32	Construct concrete stairs	SF	672	$39.33	$26,429.76	$108.62	$72,992.64	$70.00	$47,040.00
33	Construct 6" concrete header	SF	105	$65.00	$6,825.00	$27.16	$2,851.80	$120.00	$12,600.00
34	Construct stainless steel handrails	LF	81	$300.00	$24,300.00	$303.26	$24,564.06	$300.00	$24,300.00
35	Construct gabion wall at podium	CY	47	$500.00	$23,500.00	$1,003.51	$47,164.97	$2,000.00	$94,000.00
36	Construct gravel fill under podium and ramp	CY	41	$235.00	$9,635.00	$353.42	$14,490.22	$300.00	$12,300.00
37	Provide/install 316 SS solar powered unisex restroom	LS	1	$253,000.00	$253,000.00	$261,996.34	$261,996.34	$260,000.00	$260,000.00
38	Construct concrete paving, 4" thick with medium broom finish	SF	266	$49.11	$13,063.26	$59.74	$15,890.84	$25.00	$6,650.00
39	Connect/ connect 4" ABS sewer from modular restroom to	LF	21	$135.00	$2,835.00	$381.24	$8,006.04	$250.00	$5,250.00
40	Connect 1 -1/2" pvc water line from modular restroom to existing 1" gopper line	LF	41	$115.00	$4,715.00	$234.61	$9,619.01	$350.00	$14,350.00
41	Construct concrete paving, 17" thick PCC with medium broom finish restroom foundation	SF	110	$115.00	$12,650.00	$108.62	$11,948.20	$60.00	$6,600.00
42	Construct permeable pavers (DEDUCT FROM BASE BID)	SF	1245	-$48.00	-$59,760.00	-$28.24	-$35,158.80	-$35.00	-$43,575.00
		Subtotal			**$376,693.02**		**$477,808.89**		**$564,515.00**
		Total			**$1,092,945.25**		**$1,278,450.52**		**$1,561,061.75**

OWNER - CONTRACTOR AGREEMENT

PARADISE CREEK EDUCATIONAL PARK WETLAND EXPANSION PROJECT, CIP NO. 21-28

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **Palm Engineering Construction Company, Inc. ("Contractor")**, *7330 Opportunity Road, Suite A, San Diego, CA 92111* on the **30th day of June , 2026**, 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 15, 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

Attest:

Heidi Skinner
City Attorney, City of National City

Contractor:

(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	Mobilization/Demobilization	LS	1	$55,000.00	$55,000.00
2	Surveying and Construction Staking	LS	1	$15,000.00	$15,000.00
3	Traffic Control and Pedestrian Control	LS	1	$7,500.00	$7,500.00
4	Unclassified Excavation	LS	1	$33,000.00	$33,000.00
5	Removal, Disposal & Replacement of Unsuitable Material	CY	10	$500.00	$5,000.00
6	Water Polution Control	LS	1	$15,000.00	$15,000.00
7	Clearing and grubbing	LS	1	$30,000.00	$30,000.00
8	Construct gabion wall (street wall)	CY	30	$603.00	$18,090.00
9	Construct plastic barrier at gabion wall	LF	90	$105.00	$9,450.00
10	Construct 6" concrete header curb	LF	127	$80.00	$10,160.00
11	Construct permeable concrete pavers	SF	3818	$37.00	$141,266.00
12	Construct 26" high turnback barrier	LF	131	$250.00	$32,750.00
13	Construct 8' chain link fence	LF	26	$135.00	$3,510.00
14	Buy/Install 92" ADA picnic tables	EA	2	$3,500.00	$7,000.00
15	Buy/Install 72" picnic tables	EA	2	$3,300.00	$6,600.00
16	Buy/Install benches	EA	2	$4,000.00	$8,000.00
17	Buy/Install trash/recycle receptacles	EA	2	$2,000.00	$4,000.00
18	Buy/Install park interpretive signage	EA	2	$7,500.00	$15,000.00
19	Buy/Install grant acknowledgement signage	EA	1	$2,500.00	$2,500.00
20	Furnish and install curb inlet trash capture devices per SWRCB approved list	EA	5	$8,500.00	$42,500.00
21	Controller expansion module	EA	1	$1,500.00	$1,500.00
22	Temporary irrigation for wetland and upland establishment	SF	8911	$5.00	$44,555.00
23	Soil prep - upland planting area	SF	2020	$5.00	$10,100.00
24	Fine grading	SF	9025	$1.00	$9,025.00
25	Shrubs, 5 gallon	EA	68	$80.00	$5,440.00
26	Shrubs, 1 gallon	EA	2084	$37.00	$77,108.00
27	180 day maintenance	SF	8911	$1.93	$17,198.23
28	Provide/install solar light fixture with concrete footing	EA	1	$35,000.00	$35,000.00
29	Qualified Biologist Services	LS	1	$45,000.00	$45,000.00
30	Implement Recommended Mitigation Measures	Allowance	1	$10,000.00	$10,000.00
			Subtotal		**$716,252.23**

Additive Alternate 1					
31	Buy/Install 15'X22' shade structure	EA	1	$59,500.00	$59,500.00
32	Construct concrete stairs	SF	672	$39.33	$26,429.76
33	Construct 6" concrete header	SF	105	$65.00	$6,825.00
34	Construct stainless steel handrails	LF	81	$300.00	$24,300.00
35	Construct gabion wall at podium	CY	47	$500.00	$23,500.00
36	Construct gravel fill under podium and ramp	CY	41	$235.00	$9,635.00
37	Provide/install 316 SS solar powered unisex restroom	LS	1	$253,000.00	$253,000.00
38	Construct concrete paving, 4" thick with medium broom finish	SF	266	$49.11	$13,063.26
39	Connect/ connect 4" ABS sewer from modular restroom to existing 4" hub	LF	21	$135.00	$2,835.00
40	Connect 1 -1/2" pvc water line from modular restroom to existing 1" gopper line	LF	41	$115.00	$4,715.00
41	Construct concrete paving, 17" thick PCC with medium broom finish restroom foundation	SF	110	$115.00	$12,650.00
42	Construct permeable pavers (DEDUCT FROM BASE BID)	SF	1245	-$48.00	-$59,760.00
			Subtotal		**$376,693.02**
			Total		**$1,092,945.25**

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. _____, passed the 30th day of June, 2026 has awarded to _____, hereinafter designated as the "Principal", the PARADISE CREEK EDUCATIONAL PARK WETLAND EXPANSION, CIP No. 21-28.

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 Council of the City of National City, hereinafter called the "Council", in the penal sum of _____($_____) 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, the City Council, their officers, agents, and employees, 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 of National City and judgment is recovered, the surety shall pay all costs incurred by the Council 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. _____, passed the 30th day of June, 2026 has awarded _____, hereinafter designated as the "Principal", the Paradise Creek Educational Park Wetland Expansion, CIP No. 21-28.

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 Council of the City of National City, hereinafter called the "Council", in the penal sum of _____ 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 inure 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. 2026 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AWARDING A CONTRACT TO PALM ENGINEERING CONSTRUCTION COMPANY, INC. IN THE NOT-TO-EXCEED AMOUNT OF $1,092,945.25 FOR THE PARADISE CREEK EDUCATIONAL PARK WETLAND EXPANSION PROJECT, CIP NO. 21-28; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF $163,942 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the Paradise Creek Educational Park Wetland Expansion project, CIP No. 21-28 (the "Project") will demolish a portion of the existing industrial land use; expand wetlands; create a park/educational picnic area; install five trash control devices, interpretive signage, and sidewalk improvements; and construct public restrooms and a shade structure at the Paradise Creek Educational Park located at 140 W 18th Street; and

WHEREAS, on April 23, 2026, the bid solicitation for the Project was posted on PlanetBids, a free public electronic bidding system for contractors; and

WHEREAS, on April 29th and May 7th, 2026, the bid solicitation was advertised in the local newspaper; and

WHEREAS, on May 19, 2026, three (3) bids were received by the 2:00 p.m. deadline; and

WHEREAS, upon review of all documents submitted, Palm Engineering Construction Company, Inc.'s bid in the total bid amount of $1,092,945.25 was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the Project specifications; and

WHEREAS, City staff recommends, 1) awarding a contract to Palm Engineering Construction Company, Inc. in the not to-exceed amount of $1,092,945.25 for the Paradise Creek Educational Park Wetland Expansion project, CIP No. 21-28; 2) authorizing a 15% contingency in the amount of $163,942 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract.

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 Palm Engineering Construction Company, Inc. in the not-to-exceed amount of $1,092,945.25 for the Paradise Creek Educational Park Wetland Expansion project, CIP No. 21-28.

Section 2: That the City Council hereby authorizes a 15% contingency in the amount of $163,942 for any unforeseen changes.

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 30th day of June, 2026.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____

Heidi Skinner, City Attorney

AGENDA REPORT

Department: City Manager's Office
Prepared by: Douglas J. Schulze, City Manager
Meeting Date: Tuesday, June 30, 2026
Approved by: Douglas J. Schulze, City Manager

SUBJECT:
Authorization to Issue a Request for Proposals (RFP) for City Council Facilitation Services.

RECOMMENDATION:
That the City Council Authorize the City Manager to Issue a Request for Proposal (RFP) for City Council Facilitation Services (RFP-2026-01) and Authorize the City Manager to take all Necessary Steps to Solicit, Evaluate, and Return to the City Council with a Recommendation for Award of a Professional Services Agreement.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:

I. Background

The City of National City is a full-service Southern California municipality located in San Diego County, with a population of approximately 60,000 residents. Incorporated in 1887, National City is one of the oldest cities in San Diego County. The City operates under a Council-Manager form of government, in which five (5) elected City Council Members set policy direction and the City Manager serves as the Chief Executive Officer responsible for the day-to-day administration of City operations, programs, and services.

The City Council consists of a Mayor elected at large and four (4) Councilmembers elected by District. The Council provides policy leadership, setting the strategic direction of the organization, and representing the interests of National City residents. Effective governance requires that members of the City Council share a common understanding of their roles, responsibilities, and communication norms — both collectively and in relation to City staff.

The City has recently completed the appointment of a new City Manager, who has commenced their tenure at the helm of City administration. The arrival of new executive leadership represents a natural and appropriate juncture to invest in governance effectiveness. Transitions in leadership at the executive level benefit significantly from structured, professionally facilitated engagement that supports the development of productive working relationships, alignment around organizational values, and a shared understanding of community priorities and strategic direction. It is in this context — a committed and engaged City Council, a newly appointed City Manager, and an evolving community landscape — that staff proposes to engage a qualified, neutral professional facilitator to support the City Council and City management in building a strong governance foundation for the years ahead.

II. Purpose of City Council Facilitation Services

Professional facilitation services, in the context of California municipal government, refer to the engagement of an independent, credentialed consultant who facilitates structured dialogue and planning activities among elected officials, appointed leadership, and — where appropriate — community stakeholders. Facilitators bring expertise in group dynamics, organizational development, and local government governance, enabling them to guide participants through complex, sometimes sensitive conversations in a productive and constructive manner.

The value of engaging an independent, neutral facilitator — rather than relying on internal facilitation — cannot be overstated. A neutral professional creates an environment in which all participants feel equally heard, reduces the risk of any single perspective dominating the conversation, and enables elected officials and executive staff to participate fully as stakeholders rather than managing the process itself. This independence is particularly critical in settings involving the relationship between a governing body and its chief executive.

Many California cities and counties regularly engage professional facilitation consultants to support governance effectiveness, Council retreats, and strategic planning processes. Such engagements are widely recommended by professional organizations including the League of California Cities, the International City/County Management Association (ICMA), and the California City Management Foundation (CCMF) as a best practice in high-performing local governments.

The intended scope of services under the proposed RFP includes the following primary components:

1. **Individual Pre-Engagement Assessments:** One-on-one confidential interviews or assessments with each City Council Member and the City Manager to identify individual perspectives, priorities, concerns, and goals prior to any group facilitation activity. These assessments inform the facilitator's design of the retreat and establish a foundation of trust and understanding.

2. **Facilitated City Council Retreat:** A structured, full-day or multi-session retreat for the City Council and City Manager focused on governance norms, roles and responsibilities, communication protocols, Council-Manager working relationships, and identification of community priorities. The retreat will be conducted in accordance with the Ralph M. Brown Act and applicable open meeting laws.

3. **Strategic Planning Sessions:** Facilitated work sessions to develop a three-to-five-year community vision, organizational goals, and a policy priority framework aligned with the needs and aspirations of National City residents. This framework will guide Council decision-making and City resource allocation.

4. **Post-Retreat Follow-Up and Implementation Support:** Delivery of a written summary of outcomes, commitments, and agreed-upon norms; provision of tools and resources to support ongoing implementation; and, as needed, follow-up check-in sessions to assess progress and address emerging governance dynamics.

III. Procurement Process

Staff proposes to solicit proposals through a formal, competitive Request for Proposals (RFP) process consistent with the requirements of the California Public Contract Code and the City of National City's Purchasing Policy. A competitive RFP process ensures that the City receives qualified proposals from multiple firms, allows for a rigorous and equitable evaluation of qualifications and cost, and protects the City's fiduciary interests.

The RFP will be publicly advertised and made available to qualified consulting firms with demonstrated experience in municipal government facilitation, organizational development, and/or local government strategic planning. Outreach may include distribution through the League of California Cities, ICMA, professional facilitation networks, and the City's vendor database.

A staff evaluation panel, comprised of appropriate City representatives, will review submitted proposals using established evaluation criteria, which will include, at minimum:

- Demonstrated experience and qualifications in municipal government facilitation and Council retreat services;
- Proposed methodology, work plan, and approach to the scope of services;
- Client references from comparable California municipal engagements;
- Proposed cost and fee schedule; and
- Quality and clarity of the written proposal.

Following proposal evaluation, the City Manager may conduct interviews with top-ranked firms.

The City Manager will return to the City Council with a staff recommendation for award of a Professional Services Agreement to the most qualified and cost-effective proposer.

IMPORTANT NOTE REGARDING CONTRACT AWARD:

No contract is being awarded at this meeting. The City Council is asked solely to authorize the issuance of the RFP. Any award of a Professional Services Agreement will be returned to the City Council for consideration and approval consistent with the City's purchasing authority thresholds. For budgeting purposes, the estimated contract value is not to exceed **$50,000** for all facilitation services; however, the actual award amount is subject to City Council approval at the time of contract award.

IV. Proposed Procurement Schedule

Staff anticipates the following procurement and engagement schedule, subject to adjustment based on proposal response and Council availability:

Milestone	Estimated Date
City Council Authorization to Issue RFP	[Current Meeting Date]
RFP Issued / Publicly Advertised	June / July 2026

Milestone	Estimated Date
Proposals Due from Qualified Firms	July 25, 2026
Staff Evaluation Panel Review and Firm Interviews	August 2026
Staff Recommendation Presented to City Council	September 2026
Anticipated Contract Award by City Council	September 2026
Notice to Proceed Issued to Selected Firm	October 2026
Pre-Engagement Individual Assessments	October / November 2026
City Council Retreat	Late 2026 / Early 2027
Strategic Planning Sessions	Early 2027 (TBD with Council)

Note: All dates are estimates and are subject to change based on Council availability, proposal response volume, and contracting timelines.

STRATEGIC PLAN AND POLICY ALIGNMENT

This action is consistent with and supports the following policy commitments and organizational priorities of the City of National City:

- **Effective and Transparent Governance:** The proposed facilitation engagement directly supports the City's commitment to effective, transparent, and collaborative governance. A professionally facilitated retreat and strategic planning process strengthens the governing body's shared understanding of its collective role and individual responsibilities.

- **Community-Centered Leadership:** A structured strategic planning process enables the City Council and City management to identify and align around the priorities most important to National City residents, ensuring that the City's resources and programs reflect the community's values and aspirations.

- **Organizational Excellence:** Investment in the Council-Manager governance relationship reflects the City's commitment to organizational excellence and a high-performing municipal organization capable of delivering quality services and responsive government.

- **Alignment with State and National Best Practices:** The engagement of professional facilitation consultants for Council retreats and strategic planning is widely recognized as a best practice in California local government, as recommended by the League of California Cities, the International City/County Management Association (ICMA), and the California City Management Foundation (CCMF).

ALTERNATIVES

The City Council may consider the following alternatives to the recommended action:

Alternative 1 – Do Not Authorize the RFP; Direct Staff to Pursue a Different Approach
The City Council could decline to authorize the issuance of RFP-2026-01 and instead direct staff to pursue an alternative approach to Council facilitation services. Such alternatives might include direct outreach to a sole-source provider pursuant to applicable sole-source procurement

justification requirements, a self-facilitated Council retreat led by a Council Member or internal staff, or a deferred engagement pending further Council discussion.

Staff does not recommend this alternative. A competitive RFP process is the most appropriate, transparent, and fiscally responsible method of procuring professional services of this nature. A sole-source procurement would require justification findings that may not be supportable in this context. A self-facilitated retreat reduces the neutrality, effectiveness, and professional quality of the engagement.

Alternative 2 – Modify the Scope of the RFP; Direct Staff to Return with a Revised RFP
The City Council could direct staff to modify the scope of services described in the RFP — for example, by limiting the engagement to a Council retreat only, eliminating the strategic planning component, or otherwise adjusting the scope — and return to the City Council with a revised draft RFP prior to issuance.

Staff does not recommend this alternative. The proposed scope of services reflects a comprehensive and integrated approach to governance effectiveness that provides the greatest value to the City Council and community. However, staff acknowledges that the City Council may wish to refine scope elements, and would welcome direction to do so if the Council determines a narrower engagement is preferred. This alternative would delay the procurement timeline by at least one Council meeting cycle.

FINANCIAL STATEMENT:

Estimated Contract Value:	**Not to exceed $50,000 (for budgeting purposes)**
Funding Source:	Administrative Services / City Manager's Office Operating Budget
Budget Availability:	Appropriations are available in the FY 2026–27 adopted budget
Fiscal Commitment at This Meeting:	None. Authorization to issue the RFP does not create a financial obligation. A fiscal commitment will be incurred only upon City Council award of a Professional Services Agreement.
Contract Award Authority:	Any contract award will be presented to the City Council for approval consistent with applicable purchasing authority thresholds set forth in the City's Purchasing Policy.

All expenditures associated with this engagement will comply fully with the City of National City's purchasing policies, fiscal guidelines, and applicable provisions of the California Public Contract Code.

FISCAL NOTE:

Staff recommends that Finance confirm budget availability prior to issuance of the RFP. If sufficient appropriation is not available in the current fiscal year budget, staff will return to the City Council with a budget amendment request concurrent with or prior to contract award.

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

ENVIRONMENTAL REVIEW:
This action is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378, as it does not constitute a "project" as defined therein. The issuance of a Request for Proposals for professional facilitation services is an organizational or administrative activity of government that will not result in direct or indirect physical changes to the environment. No further environmental review is required at this time. If any subsequent action associated with this engagement is determined to constitute a "project" subject to CEQA, appropriate environmental review will be conducted at that time prior to City Council action.

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 - Draft Request for Proposals (RFP-2026-01) — City Council Facilitation Services
Exhibit B - Sample Professional Services Agreement (for Reference Only — Not Approved at This Meeting)

CITY OF NATIONAL CITY

San Diego County, California • Incorporated 1887

1243 National City Boulevard • National City, CA 91950 •

(619) 336-4240 • www.nationalcityca.gov

REQUEST FOR PROPOSALS

City Council Facilitation Services

RFP No. RFP-2026-01

Issued By: City Manager's Office, City of National City

Issue Date: June 30, 2026

Proposals Due: **July 25, 2026 at 4:00 PM Pacific Time**

Submission Address: City Manager's Office, 1243 National City Boulevard, National City, CA 91950

Electronic Submission: cmo@nationalcityca.gov

RFP Contact Person: Doug Schulze, City Manager

Contact Phone: (619) 336-4240

City Website: www.nationalcityca.gov

NOTICE: *This Request for Proposals does not commit the City of National City to award a contract or to pay any costs incurred in the preparation of a proposal. The City reserves the right to accept or reject any or all proposals, to waive any irregularities or informalities, and to award a contract in the best interest of the City.*

CITY OF NATIONAL CITY — CITY MANAGER'S OFFICE

RFP No. RFP-2026-01 • City Council Facilitation Services • Issue Date: June 30, 2026

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CITY OF NATIONAL CITY — CITY MANAGER'S OFFICE

RFP No. RFP-2026-01 • City Council Facilitation Services

SECTION 1

—

INTRODUCTION AND PURPOSE

1.1 Overview

The City of National City ("City") is soliciting competitive proposals from qualified, experienced professional consultants or facilitation firms to provide City Council Facilitation Services. This Request for Proposals (RFP) describes the scope of services sought, the qualifications required of proposers, the format and content requirements for proposals, the evaluation criteria by which proposals will be assessed, and the terms and conditions applicable to this procurement.

The primary goal of this engagement is to support the City Council and the City's newly appointed City Manager in establishing a collaborative, effective governance foundation through structured facilitation, strategic planning, and organizational development activities. The City seeks a professional facilitator capable of guiding both elected officials and professional management staff through a productive, outcome-driven process at a pivotal moment in the City's leadership history.

The selected consultant will serve as a neutral, independent facilitator — not an advocate for any particular position or interest — to guide the City Council and City Manager through structured dialogue, goal-setting, and visioning sessions. The engagement is designed to produce concrete, actionable

governance agreements, strategic priorities, and a shared vision that will serve the community of National City for the next three to five years.

1.2 About the City of National City

The City of National City is a full-service municipal corporation incorporated in 1887, making it one of the oldest cities in San Diego County. Located in the South Bay subregion of the greater San Diego metropolitan area, National City encompasses approximately 9.2 square miles and is home to approximately 60,000 residents, representing one of the most diverse communities in the region. The City is bordered by the City of Chula Vista to the south, the City of San Diego to the north and east, and San Diego Bay to the west.

National City provides a comprehensive array of municipal services to its residents, businesses, and visitors, including: police protection and public safety; fire prevention and emergency medical services; public works, infrastructure maintenance, and capital improvement project delivery; community development, planning, and building services; parks and recreation programs; and general government and administrative services. The City operates its own Port of San Diego tidelands trust area, reflecting its historic relationship with the bay and maritime industry.

The City of National City is governed under the Council-Manager form of government. The City Council consists of five (5) members elected at-large to serve staggered four-year terms. The City Council serves as the governing body and establishes policy direction for the organization. The City Manager serves as the Chief Executive Officer of the City, appointed by and accountable to the City Council, and is responsible for the day-to-day administration and management of all City operations and personnel.

The City has recently completed the appointment of a new City Manager, who is in the early stages of their tenure. This transition represents a significant and positive opportunity for the City Council and the incoming City Manager to collectively establish governance norms, clarify expectations, articulate shared values, and set strategic priorities for the organization and the community it serves.

The City of National City is committed to the principles of good governance, meaningful community engagement, financial stewardship, and transparent, collaborative leadership. The City is proud of its diverse and vibrant community and is dedicated to delivering high-quality municipal services in an equitable, efficient, and responsive manner.

1.3 Objective of the RFP

Through this Request for Proposals, the City seeks to achieve the following objectives:

1. Identify and retain a professional facilitator or facilitation firm with demonstrated experience in local government council facilitation, organizational effectiveness, and strategic planning in the California municipal context.
2. Ensure the facilitation engagement is structured, professionally managed, neutral in approach, and outcome-oriented, resulting in measurable governance products and agreements.
3. Deliver a shared governance framework and strategic priority structure that will guide the City organization for the next three to five (3–5) years, reflect the values and goals of the City Council, and be communicable to the public.
4. Support the City Council and newly appointed City Manager in establishing a healthy, productive, and professionally grounded working relationship from the outset of this new leadership chapter.

SECTION 2

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BACKGROUND

2.1 Governance Context

The Council-Manager form of government, as practiced in the City of National City and a majority of California cities of similar size, depends fundamentally on a clear, productive, and mutually respectful working relationship between the elected governing body and the appointed professional management team. The California Government Code, the City's Municipal Code, and nationally recognized standards established by the International City/County Management Association (ICMA) and the League of California Cities collectively define the respective roles, responsibilities, and authorities of the City Council and City Manager. In practice, maintaining a healthy Council-Manager relationship requires regular, intentional communication and a shared understanding of governance norms.

Leadership transitions — including the appointment of a new City Manager — are broadly recognized within the local government profession as a significant inflection point and a high-value opportunity to reset governance norms, clarify roles and expectations, build trust, and align the organization around a common set of priorities. Research and practice in local government management consistently demonstrate that proactive investment in facilitated governance processes at the time of a leadership transition yields substantial long-term dividends in organizational effectiveness, Council cohesion, and community outcomes.

The City of National City's City Council and newly appointed City Manager are committed to launching this new chapter in City leadership in a structured, thoughtful, and professionally supported manner. The City is seeking a professional facilitator to guide this process and ensure that all participants — elected officials and senior management alike — have an equal voice in establishing the shared foundation for this governance partnership.

2.2 Previous Facilitation or Strategic Planning Activities

The City of National City [has / has not] engaged in formal, facilitated strategic planning or City Council retreat activities in recent years. [Staff Note: Insert a brief factual description of any prior facilitation activities, strategic plans, or relevant planning documents, or confirm that the City is initiating this type of engagement for the first time / is reestablishing a regular cadence. Delete this bracketed instruction prior to publication.]

Regardless of prior activities, the City is committed to establishing a regular cadence of structured, facilitated governance conversations as an ongoing best practice. The current RFP represents the City's investment in that commitment and is intended to initiate a new, forward-looking chapter in the City's strategic planning and governance culture.

2.3 Rationale for External Facilitator

The City has determined that an external, neutral professional facilitator is best suited to lead this engagement for the following reasons:

- **Neutrality and Objectivity:** A neutral, third-party facilitator removes the burden of process management from participants — including the City Manager and City Council Members — allowing all participants to engage fully and authentically in substantive discussions without the competing demands of managing group dynamics or process flow.
- **Professional Methodology:** Professional facilitators experienced in municipal government bring proven, structured methodologies for managing complex multi-stakeholder conversations, surfacing areas of alignment and disagreement, and driving toward actionable outcomes.
- **Objective Perspective:** An external facilitator with no prior relationship to National City's internal politics or organizational history is positioned to offer fresh perspective, challenge assumptions constructively, and facilitate candid dialogue that might otherwise be inhibited.
- **Best Practice Alignment:** The League of California Cities and the International City/County Management Association (ICMA) recommend periodic facilitated retreats and strategic planning engagements as a recognized best practice for effective local governance, particularly at the time of leadership transitions.
- **Staff Capacity:** City staff resources are fully engaged in the day-to-day delivery of municipal services. An external facilitator allows the engagement to proceed at a professional level without placing an undue burden on existing staff.

SECTION 3

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SCOPE OF WORK

The selected consultant shall provide the full scope of professional facilitation and strategic planning services described below. All services shall be performed by qualified professionals in accordance with applicable professional standards and in close coordination with the City Manager's designee. The Scope of Work is organized into six (6) task areas, with Task Areas 3.1 through 3.5 constituting required minimum services and Task Area 3.6 describing optional services that proposers may include at their discretion.

3.1 Pre-Engagement Assessment

Prior to any facilitated sessions, the consultant shall conduct a structured pre-engagement assessment of all key participants. The purpose of the assessment is to give the facilitator a thorough understanding of each participant's perspective, goals, communication preferences, and areas of concern, so that the facilitation design can be tailored to the specific needs of this City Council and City Manager.

The pre-engagement assessment shall include the following elements:

- Individual confidential interviews or structured written assessments with each of the five (5) City Council Members and the newly appointed City Manager (six [6] participants total). Individual interviews are strongly preferred as the primary assessment methodology; the use of written assessments alone, without individual conversation, must be justified in the proposal.
- Assessment instruments designed to capture, at minimum: each participant's governance priorities; perceived organizational strengths and challenges; individual communication preferences and working styles; personal goals and expectations for the retreat and the facilitation engagement; views on community priorities and organizational culture; and any specific topics or concerns the participant wishes to ensure are addressed.
- Preparation of a written Pre-Engagement Assessment Summary Report that synthesizes themes from all individual interviews or assessments, identifies areas of alignment among participants,

and identifies topics that require structured discussion during the retreat. This report shall be shared with participants during the retreat itself as a facilitation tool, and shall not be distributed to participants in advance of the retreat, in order to preserve the integrity of the facilitated dialogue.

All individual assessment conversations and written responses shall be held in strict confidence by the consultant. The Assessment Summary Report shall present synthesized themes only and shall not attribute any specific comment, position, or view to any individual participant. The consultant shall obtain written consent from each participant prior to any use of assessment information in materials distributed beyond the facilitation team.

3.2 Facilitation Planning and Coordination

Following completion of the pre-engagement assessment and prior to the City Council Retreat, the consultant shall conduct facilitation planning and coordination activities, including the following:

- Meet or confer (in-person or by video conference) with the City Manager's designee to review assessment findings, discuss the retreat objectives, and develop a recommended agenda structure and facilitation approach.
- Develop a detailed, written retreat agenda and submit the draft to the City Manager for review, comment, and approval no fewer than fourteen (14) calendar days prior to the scheduled retreat date. The final agenda shall be approved by the City Manager prior to distribution to participants.
- Prepare and provide to participants, as appropriate, any pre-reading materials, pre-work assignments, or preparation guidance designed to enhance participant readiness and engagement at the retreat. All pre-reading materials must be reviewed and approved by the City Manager's designee prior to distribution.
- Coordinate with City staff on all logistical aspects of the retreat, including: venue selection guidance, room setup and configuration recommendations, audio-visual and technology requirements, and materials and supplies needs. The City shall be responsible for securing the venue, arranging catering, and managing all direct logistical expenses unless otherwise agreed in writing.

- Prepare all facilitation materials, including slide presentations, wall charts, worksheets, and documentation tools required for the retreat.

3.3 City Council Retreat — Primary Facilitation Service

The consultant shall facilitate a City Council Retreat as the primary and central deliverable of this engagement. The retreat shall be structured as a one-day session or, if proposed by the consultant and approved by the City Manager, as multiple sessions of shorter duration designed to achieve equivalent outcomes. The retreat may be held at a City facility or at an appropriate off-site location, as determined by the City.

The retreat agenda shall include, at minimum, the following substantive topic areas. Proposers are encouraged to propose alternative sequencing or structuring of these topics, provided all topic areas are addressed and the proposed structure is supported by a clear facilitation rationale:

5. **Welcome, Introductions, and Ground Rules:** Establish a safe and productive environment; present and agree upon group norms; articulate retreat objectives and expected outcomes.
6. **Roles and Responsibilities — Council and City Manager Governance Model:** Structured review and discussion of the respective roles of elected officials and the City Manager under the Council-Manager form of government; clarification of boundaries, expectations, and appropriate channels of communication.
7. **Communication Norms and Working Agreements:** Facilitated development of explicit agreements regarding how the City Council and City Manager will communicate, disagree productively, handle conflict, and hold one another accountable in a professional and respectful manner.
8. **Community Values and Organizational Culture:** Discussion of the core values that should define the City's organizational culture and guide the conduct of City officials and staff; alignment on what National City stands for and what it aspires to become.
9. **Strategic Priorities and Goal-Setting (3–5 Year Vision):** Facilitated identification and prioritization of the City's most important strategic goals and community priorities for the next three to five years; development of a shared vision statement or framework.

10. **Council-Management Relationship Expectations:** Open, facilitated dialogue regarding mutual expectations between elected officials and the City Manager regarding responsiveness, communication, support, and professional accountability.
11. **Priority Projects and Initiatives for the Coming Year:** Identification of near-term, high-priority projects, programs, and initiatives that the City Council wishes to see advanced during the first year of this governance partnership.
12. **Action Planning and Next Steps:** Documented agreement on specific follow-up actions, responsible parties, and timelines to translate the retreat outcomes into operational commitments; schedule for follow-up strategic planning sessions.

The consultant shall employ professionally recognized facilitation techniques appropriate for use with elected officials and professional municipal staff. The facilitation approach must maintain a neutral posture throughout, ensuring that all participants have an equitable opportunity to contribute. The consultant shall produce real-time, visible documentation of key discussions, decisions, and agreements reached during the retreat, using appropriate tools such as flip charts, whiteboards, or projected notes, and shall capture this documentation for inclusion in the post-retreat deliverables.

3.4 Strategic Planning Support

Following the City Council Retreat, the consultant shall provide structured strategic planning support to translate retreat outcomes into a formal, written strategic framework. Strategic planning support shall include the following:

- Facilitate up to two (2) additional strategic planning working sessions with the City Council and/or the City Manager and senior City staff, as directed by the City Manager. The number, timing, format, and participants of these sessions shall be determined collaboratively with the City Manager following the retreat.
- In each strategic planning session, build upon and refine the strategic priorities, goals, and action items identified at the retreat, moving toward a more structured, written Strategic Plan or Goal Framework document.

- Prepare and distribute draft materials for each strategic planning session in advance, provide facilitation during each session, and distribute written session summaries within five (5) business days following each session.
- Produce a draft Strategic Goals and Priorities Matrix as a primary deliverable of the strategic planning support phase. The matrix shall organize the City's agreed-upon strategic goals by priority area, identify supporting objectives or strategies for each goal, and note responsible parties and general timeframes where applicable.

3.5 Post-Retreat Deliverables

Upon completion of the City Council Retreat and any required follow-up work, the consultant shall prepare and deliver the following written deliverables within the timeframes specified in Section 4 of this RFP:

13. **Retreat Summary Report:** A comprehensive written summary of the City Council Retreat, documenting all key themes, areas of discussion, agreements reached, strategic priorities identified, and action items assigned. The report shall be written in clear, professional language suitable for review by City Council Members, City staff, and, where directed, the public. The Retreat Summary Report shall be delivered within ten (10) business days of the retreat.
14. **Council Working Agreements / Governance Norms Document:** A formal written document presenting the governance working agreements and communication norms developed and agreed upon by the City Council and City Manager during the retreat. This document shall be formatted for adoption or acknowledgment by the City Council and shall serve as a reference document for ongoing governance practice. This deliverable shall be submitted within fifteen (15) business days of the retreat.
15. **Strategic Goals and Priorities Framework:** A structured draft document presenting the City's agreed-upon strategic goals and priorities for a three to five (3–5) year horizon, organized by strategic priority area, with supporting objectives or strategies identified for each goal area. This deliverable shall be submitted within twenty (20) business days of the retreat and shall incorporate any revisions directed by the City Manager following review.

16. **Public-Facing Strategic Priorities Summary:** A presentation-ready summary document (suitable for design into a public-facing format by City staff or a graphic designer) that concisely communicates the City Council's strategic priorities to the public. This deliverable shall be submitted within thirty (30) business days of the retreat or upon City Council approval of the Strategic Goals and Priorities Framework, whichever occurs later.

All deliverables shall be submitted to the City Manager's designee in both editable electronic format (Microsoft Word and/or PowerPoint, as appropriate) and PDF format. The City retains full ownership of all deliverables and all work products produced under the resulting contract.

3.6 Optional / Additional Services (If Proposed)

Proposers are invited, but not required, to propose additional facilitation or organizational development services beyond the minimum scope described in Sections 3.1 through 3.5 above. Optional or additional services that the City may consider include, but are not limited to, the following:

17. **Follow-Up Progress Check-Ins:** Facilitated or structured check-in sessions with the City Council and/or City Manager at the six-month and twelve-month marks following the retreat, to assess progress on strategic goals and working agreements and to make adjustments as needed.
18. **Council Team Effectiveness Survey:** Administration of a validated team effectiveness or governance effectiveness survey instrument to the City Council and City Manager on a pre-engagement and post-engagement basis, with comparative analysis and reporting on changes in team dynamics and perceived effectiveness.
19. **Staff Leadership Team Alignment Sessions:** One or more facilitated sessions with the City Manager and the City's senior leadership team (department directors and/or division managers) to align executive staff around the strategic priorities and governance culture established at the City Council Retreat.
20. **Community Input Integration:** A structured process for gathering and synthesizing community input on the City's strategic priorities, to supplement the retreat-based goal-setting process and ensure that the City's strategic framework reflects community voice.

IMPORTANT — Optional Services Pricing:

All optional and additional services proposed under Section 3.6 must be separately identified and separately priced in the Cost Proposal (see Section 6.2). The City is under no obligation to exercise any optional service. Optional services will not be evaluated as part of the scored proposal evaluation but may be considered at the City's sole discretion during contract negotiations.

SECTION 4

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DELIVERABLES AND TIMELINE

4.1 Required Deliverables

The following table summarizes all required deliverables under this RFP. All due dates are measured from the date of the City Council Retreat unless otherwise noted. Specific calendar dates for the retreat and subsequent deliverables will be established following contract award and issuance of a Notice to Proceed.

Deliverable	Description	Due Date / Deadline
Pre-Engagement Assessment Report	Written synthesis of themes from individual interviews / assessments with all six (6) participants; identifies alignment areas and topics requiring discussion.	No later than 14 calendar days before the City Council Retreat
Draft Retreat Agenda	Detailed, sequenced retreat agenda submitted to City Manager for review and approval.	No later than 14 calendar days before the City Council Retreat
Pre-Reading / Preparation Materials	Any pre-work or background materials to be distributed to participants in advance of the retreat (if applicable; as approved by City Manager).	No later than 7 calendar days before the City Council Retreat
City Council Retreat Facilitation	Full, professional facilitation of the City Council Retreat, including all facilitation materials and real-time documentation of discussions and agreements.	Per mutually agreed retreat date (estimated November/December 2026)
Strategic Planning Session Facilitation	Facilitation of up to two (2) follow-on strategic planning working sessions; session summaries delivered within 5 business days of each session.	Per agreed dates (estimated January/February 2027)
Retreat Summary Report	Comprehensive written documentation of retreat themes, agreements, priorities, and action items; submitted in Word and PDF formats.	Within 10 business days following the City Council Retreat
Council Working Agreements / Governance Norms Document	Formal written governance norms and working agreements document, formatted for Council adoption or acknowledgment.	Within 15 business days following the City Council Retreat
Strategic Goals and Priorities Framework	Draft 3–5 year strategic goals and priorities document, including supporting objectives by priority area; submitted in Word and PDF formats.	Within 20 business days following the City Council Retreat
Public-Facing Strategic Priorities Summary	Presentation-ready summary of Council-approved strategic priorities, suitable for public communication; submitted in Word/PowerPoint and PDF formats.	Within 30 business days following the City Council Retreat (or upon Council approval of the Framework, whichever is later)

4.2 Proposed Schedule

The following schedule reflects the City's anticipated timeline for this procurement and engagement. All dates are subject to modification at the City's sole discretion. Significant changes to the schedule will be communicated to all registered proposers by written addendum.

Milestone	Target Date
RFP Issued	June / July 2026
Pre-Submittal Informational Conference (Optional)	July 10, 2026 (date and format TBD by City staff)
Written Questions Submission Deadline	July 15, 2026 at 4:00 PM Pacific Time
City Addenda Issued (if applicable)	July 18, 2026
Proposals Due	**July 25, 2026 at 4:00 PM Pacific Time**
Proposal Evaluation and Oral Interviews (if conducted)	August 2026
Staff Recommendation to City Council	September 2026
City Council Contract Award	September 2026
Notice to Proceed Issued	October 2026
Individual Pre-Engagement Assessments Begin	October / November 2026
City Council Retreat	November / December 2026
Strategic Planning Working Sessions	January / February 2027
All Required Deliverables Complete	February / March 2027

Note to Proposers:

Proposers are encouraged to identify in their proposals any scheduling constraints or conflicts that could affect availability during the target engagement period (October 2026 – March 2027). The City will work collaboratively with the selected consultant to finalize specific session dates following contract award; however, the City's scheduling needs and the City Council calendar will be the primary determinants of session timing.

SECTION 5

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CONSULTANT QUALIFICATIONS

5.1 Minimum Qualifications

All proposers must meet each of the following minimum qualifications in order to be considered responsive and eligible for evaluation. Failure to demonstrate any one of the following minimum qualifications will result in the proposal being deemed non-responsive and removed from further consideration. Proposers must clearly document how they meet each minimum qualification within their proposal.

- **Local Government Facilitation Experience:** A minimum of five (5) years of demonstrated experience providing professional facilitation services to California local government agencies. Experience must be clearly documented with reference to specific client agencies and engagement types.
- **City Council / Governing Board Retreat Experience:** Demonstrated, verifiable experience facilitating City Council or equivalent governing board retreats with California municipal governments. At least two (2) such engagements must be documented in the proposal, including client name, date of engagement, and brief description of services provided.
- **Strategic Planning Methodology:** Demonstrated proficiency in strategic planning methodology applicable to local government settings, including experience developing or co-developing strategic plans, goal frameworks, or comparable governance documents for public agency clients.

- **Conflict of Interest:** No current or recent (within the past three [3] years) business relationship, financial interest, or conflict of interest with the City of National City, its elected officials, or its appointed officials, as defined by the California Political Reform Act and applicable law. Any potential conflict must be disclosed in the proposal.
- **Business License:** A valid business license in the City of National City, or a written acknowledgment in the proposal that the consultant will obtain the required business license prior to execution of any contract with the City.
- **Insurance:** Adequate professional liability (errors and omissions) and commercial general liability insurance coverage, at minimum at the levels specified in Section 8.2 of this RFP, or the ability to obtain such coverage prior to contract execution.

5.2 Preferred Qualifications

The following qualifications are not mandatory but will be evaluated favorably during the proposal review process. Proposers possessing any or all of the following preferred qualifications are encouraged to clearly document them in their proposals:

- **Council-Manager Government Experience:** Demonstrated experience working specifically with California cities or counties operating under the Council-Manager form of government, with an understanding of the governance dynamics unique to that structure.
- **Brown Act Familiarity:** Familiarity with the requirements of the Ralph M. Brown Act (Government Code §§ 54950 et seq.) and its implications for facilitating sessions involving a quorum of a local legislative body, including knowledge of serial meetings rules and public meeting requirements as they apply to facilitation contexts.
- **Bilingual Capacity:** Spanish-English bilingual capacity, or access to qualified interpretation resources, given National City's highly diverse community and significant Spanish-speaking population. Bilingual facilitation capability is a preferred but not required qualification for this engagement.

- **Professional Facilitation Credential:** Certification as a Professional Facilitator (CPF) through the International Association of Facilitators (IAF) or equivalent nationally recognized professional facilitation credential for the lead facilitator assigned to this engagement.
- **Leadership Transition Experience:** Specific, documented experience facilitating governance processes in connection with City Manager or senior leadership transitions in California municipalities, including experience supporting newly appointed managers in their first year of tenure.
- **Southern California / San Diego Region Experience:** Familiarity with the Southern California and/or San Diego County regional context, including the League of California Cities San Diego Division, the San Diego County area municipal landscape, and regional governance trends.

5.3 References

All proposers must provide a minimum of three (3) professional references from California local government clients for whom the proposing firm or lead facilitator has performed facilitation services comparable to those described in this RFP, within the past five (5) years. At least two (2) of the three references must be from a California city or county for which a City Council or governing board retreat was facilitated.

Reference information must be provided in the proposal using the following format for each reference:

- Agency Name (full legal name of public agency)
- Contact Name (name of individual who can speak to the quality and scope of services provided)
- Contact Title and Department
- Contact Phone Number
- Contact Email Address
- Date(s) of Engagement
- Description of Services Provided (brief narrative, no more than 150 words per reference)
- Contract Value (approximate)

The City reserves the right to contact all listed references and to consider reference feedback as part of the evaluation process. Proposers should notify their references that contact from the City of National

City may be forthcoming. References who cannot be reached after two (2) contact attempts may result in that reference being scored as unavailable, which may negatively affect the proposal's reference score.

SECTION 6

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PROPOSAL REQUIREMENTS AND SUBMISSION INSTRUCTIONS

6.1 Proposal Format

Proposals must be organized, tabbed, and submitted in the following format and order. Proposals that do not adhere to this format may be deemed non-responsive. Unless otherwise specified, no section of the proposal (other than the cost proposal, key personnel resumes, and exhibits) should exceed the page limits noted. All pages must be numbered, and the firm name and RFP number must appear in the header or footer of each page of the proposal.

(a) Cover Letter

A cover letter no longer than two (2) pages, on the firm's official letterhead, signed by an individual authorized to legally bind the firm. The cover letter must: identify the firm and the lead facilitator proposed for this engagement; affirm that the proposer has read and understands the RFP in its entirety; affirm the proposer's ability and intent to meet all requirements and perform all required services; identify any exceptions to the RFP terms, conditions, or scope (all exceptions must be explicitly stated); and provide the name, title, direct phone number, and email address of the firm's primary contact for this procurement.

(b) Firm Profile and Qualifications

A description of the proposing firm, including: full legal name and principal place of business; year established and years of operation; organizational structure and ownership type; areas of professional specialization; the firm's experience and expertise in local government facilitation and strategic planning; and a summary of relevant California municipal clients served within the past five (5) years. If the proposer is an independent consultant (sole proprietor), provide equivalent information about the consultant's professional background and practice.

(c) Key Personnel

Identify all individuals who will be assigned to this engagement, including: the proposed lead facilitator; any co-facilitators or supporting professional staff; and any subconsultants (if applicable). Provide a professional resume or curriculum vitae (CV) for each key team member, including the lead facilitator. Resumes should document relevant education, professional certifications or credentials, and prior local government facilitation experience. Clearly identify which individual will serve as the primary point of contact for the City. If any subconsultants are proposed, identify the proposed subconsultant firm(s), the role(s) they will perform, and the approximate percentage of work to be performed by each.

(d) Approach and Methodology

A narrative description of the firm's proposed approach to the full scope of work described in Section 3 of this RFP, including: the firm's individual assessment methodology and the specific tools or instruments that will be used; the firm's facilitation philosophy and the specific techniques that will be employed with elected officials; the strategic planning framework or model the firm proposes to use; how the team will maintain neutrality and objectivity throughout the engagement; and the firm's approach to documentation and deliverable preparation. Proposers are encouraged to include sample agendas, assessment frameworks, or facilitation process diagrams, provided these are original to the firm and do not include any client-specific confidential information. Any materials from prior client engagements included in the proposal must be accompanied by written authorization from that client.

(e) Relevant Experience and Case Studies

Provide a minimum of two (2) and a maximum of four (4) case studies describing comparable prior engagements with California local government clients. Each case study must include the following elements:

- Client agency name and jurisdiction type (city, county, district, etc.)
- Scope of services provided and relevance to this RFP

- Description of the facilitation process and methodology used
- Key outcomes achieved and deliverables produced
- Lessons learned or aspects of the engagement the firm would approach differently in retrospect
- Whether the client may be contacted as a reference (cross-reference to reference list as applicable)

(f) References

Provide reference information as specified in Section 5.3 of this RFP. References may be provided in this section or in a separate attachment clearly labeled "References."

(g) Cost Proposal

The Cost Proposal must be submitted as a separate, distinctly labeled section or, for hard copy proposals, in a separately sealed envelope clearly labeled "COST PROPOSAL — RFP-2026-01 — [Firm Name] — DO NOT OPEN WITH TECHNICAL PROPOSAL." The Cost Proposal will not be reviewed by the evaluation panel until after the technical proposal has been evaluated and scored. See Section 6.2 for Cost Proposal format requirements.

(h) Required Certifications and Exhibits

Include completed and signed copies of the following required documents:

- Non-Collusion Declaration (Exhibit A) — must be signed by an authorized representative of the firm
- Insurance Requirements Acknowledgment (Exhibit B) — must be signed by an authorized representative of the firm
- Business license (copy) or written acknowledgment of intent to obtain prior to contract execution

6.2 Cost Proposal Format

The Cost Proposal must be fully itemized by task and phase, as specified in the table below. All costs must be in United States dollars. Lump sum pricing is acceptable for each task, provided a supporting breakdown of hours and rates is also provided. All rates quoted must be fully burdened (inclusive of

overhead, profit, administrative costs, and any other indirect costs). The City will not pay any cost not explicitly identified in the Cost Proposal, except as subsequently agreed upon by written amendment.

Task No.	Description	Est. Hours	Hourly Rate(s)	Task Total ($)
1	Pre-Engagement Assessments (interviews, assessment report)			
2	Facilitation Planning and Coordination (agenda development, materials preparation, logistics coordination)			
3	City Council Retreat Facilitation (all-day or multi-session; all facilitation materials included)			
4	Strategic Planning Working Sessions (up to 2 sessions; preparation, facilitation, and session summaries)			
5	Post-Retreat Deliverables (Retreat Summary Report, Working Agreements Document, Strategic Goals Framework, Public Summary)			
Subtotal — Required Services (Tasks 1–5)	**$**			
Optional Services (itemized separately by service type — see Section 3.6)				
Reimbursable Expenses (itemized by category; not-to-exceed amount)				
TOTAL NOT-TO-EXCEED AMOUNT (Required Services + Reimbursables)	**$**			

The following additional requirements apply to the Cost Proposal:

- All hourly rates must be inclusive of overhead, profit, and all administrative costs. No separate administrative fee, overhead surcharge, or indirect cost rate will be accepted unless explicitly disclosed and agreed upon.
- Reimbursable expenses must be itemized by category (e.g., mileage/travel, reproduction, materials) and must be capped at a stated not-to-exceed amount. The City will not reimburse

alcohol, entertainment, personal expenses, or any expense not directly and demonstrably related to performance of services under the contract.

- Mileage will be reimbursed at the current IRS standard mileage rate in effect at the time of service. Air travel, lodging, and other travel costs, if proposed, must be pre-approved in writing by the City Manager.
- The City reserves the right to negotiate the final scope, deliverables, and fee structure with the highest-ranked proposer prior to contract execution. The final contract amount may be less than, equal to, or (only by formal amendment) greater than the not-to-exceed amount in the executed Professional Services Agreement.
- The estimated budget for this engagement is not to exceed $50,000 (fifty thousand dollars), inclusive of all fees and reimbursable expenses, for the required scope of services (Tasks 1–5). Proposals significantly exceeding this threshold should be accompanied by a clear justification of value.

6.3 Submission Instructions

Proposal Submission Deadline — STRICTLY ENFORCED:

Proposals must be received by the City of National City, City Manager's Office, no later than

July 25, 2026 at 4:00 PM Pacific Time

. Proposals received after this deadline, for any reason, will not be considered under any circumstances and will be returned unopened to the proposer. The City's date/time stamp upon receipt is the official record for all proposals.

Proposals must be submitted in accordance with all of the following instructions:

- **Hard Copy Submissions:** Submit one (1) original (clearly marked "ORIGINAL") and two (2) complete hard copy reproductions (clearly marked "COPY 1" and "COPY 2") of the technical

proposal. Submit the Cost Proposal in a separately sealed envelope as described in Section 6.1(g). All copies must be identical to the original. Hard copies must be bound, tabbed, and organized in the order specified in Section 6.1.

- **Electronic Copy:** Submit one (1) complete electronic copy of the entire proposal, including the Cost Proposal (in a clearly labeled separate PDF file), on a USB drive enclosed with the hard copy submission, or by email to [INSERT CITY EMAIL ADDRESS].
- **Labeling:** Label all submission packages and the subject line of any email submission as follows: **"RFP-2026-01 — City Council Facilitation Services — [Firm Name]"**
- **Hard Copy Delivery Address:** City Manager's Office, City of National City, 1243 National City Boulevard, National City, CA 91950. Proposers are responsible for ensuring timely delivery; hand delivery is permitted during regular City business hours (Monday through Thursday, 7:30 AM to 5:30 PM; closed Fridays and City holidays).
- **Email Submission:** Electronic submissions may be submitted via email to [INSERT CITY EMAIL ADDRESS], with the subject line: **"RFP-2026-01 Proposal — [Firm Name]"**. Proposers submitting by email should request a read receipt or confirmation of receipt from City staff. The City is not responsible for delivery failures, technical errors, or rejection by spam filters for email submissions.
- **Facsimile Not Accepted:** Proposals submitted by facsimile (fax) will not be accepted under any circumstances.
- **Amendments and Withdrawal:** Proposals may be amended or withdrawn by written notice received by the City Manager's Office prior to the submission deadline. No proposal may be amended or withdrawn after the submission deadline without the written consent of the City.

6.4 Questions and Clarifications

All questions, requests for clarification, and requests for interpretation regarding this RFP must be submitted in writing via email to [INSERT CITY EMAIL ADDRESS] no later than **July 15, 2026 at 4:00 PM Pacific Time**. Questions received after the stated deadline will not be answered.

The City will compile all timely questions received and will issue written responses as a formal addendum to the RFP, distributed to all parties who have registered as proposers and/or who have requested to receive addenda. Addenda will be posted to the City's website (www.nationalcityca.gov) and distributed electronically. Proposers are responsible for monitoring the City's website for any issued addenda. All addenda become part of the RFP and are binding on all proposers.

Proposers may not contact any City Council Member, City department director, or City employee other than the designated RFP contact identified on the cover page of this RFP regarding this procurement or the services described herein. Unauthorized contact with City Council Members or non-designated City staff regarding this RFP may result in the disqualification of the proposer's submission, at the City's sole discretion.

An optional Pre-Submittal Informational Conference may be held on or around **July 10, 2026**. Attendance is optional and non-attendance will not affect the evaluation of any proposal. The format (in-person or virtual), time, and final date of the Pre-Submittal Conference will be confirmed by the City and communicated to all parties who have registered interest in this RFP. Information provided at the Pre-Submittal Conference will be summarized and issued as a formal addendum to all registered proposers, regardless of attendance.

SECTION 7

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EVALUATION CRITERIA AND SELECTION PROCESS

7.1 Evaluation Process

All proposals received by the submission deadline will first be reviewed for responsiveness and compliance. A proposal will be considered non-responsive and will not be evaluated if it: (a) is received after the submission deadline; (b) fails to meet any minimum qualification specified in Section 5.1; (c) fails to include any required element specified in Section 6.1; (d) fails to include a signed Non-Collusion Declaration (Exhibit A); or (e) contains material misrepresentations or omissions.

All responsive and responsible proposals will be evaluated by a City staff evaluation panel comprising representatives from the City Manager's Office and other appropriate departments. The evaluation panel will score each proposal using the weighted criteria specified in Section 7.2. Technical proposals will be evaluated and scored before the Cost Proposals are opened.

Following initial evaluation, the City may, at its sole discretion:

- Conduct oral interviews or presentations with the top-ranked firm(s). If oral interviews are conducted, they will be held at City facilities or via video conference, and a date and time will be coordinated with the proposer(s) selected for interview. Interview scores will be incorporated into the overall evaluation score.
- Request Best and Final Offers (BAFOs) from one or more finalists, including revised cost proposals or revised technical approaches, prior to making a final selection recommendation.
- Conduct site visits to the offices of finalist firms, if deemed appropriate.
- Contact and speak with any or all listed references prior to or following oral interviews.

Following completion of all evaluation activities, the evaluation panel will prepare a written staff recommendation identifying the highest-ranked proposer and recommending award of a Professional Services Agreement. The staff recommendation will be presented to the City Council for approval at a duly noticed public meeting in accordance with the City's purchasing policies and California law. The contract will be formally awarded upon City Council action.

7.2 Evaluation Criteria

Proposals will be evaluated and scored based upon the following weighted criteria. The maximum total score for any proposal is 100 points.

Evaluation Criterion	Weight	Maximum Points
1. Relevant Experience and Qualifications of the Firm Depth and quality of the firm's experience providing professional facilitation services to California local government agencies; breadth and comparability of prior engagements; quality of case studies provided; overall firm track record in local government facilitation and strategic planning.	25%	25
2. Qualifications and Experience of Lead Facilitator and Key Personnel Education, professional credentials, and relevant experience of the proposed lead facilitator and all key team members; depth of individual facilitation experience with California elected governing bodies; leadership transition facilitation experience; professional certifications; bilingual capacity.	25%	25
3. Proposed Approach, Methodology, and Work Plan Quality, specificity, and persuasiveness of the proposed facilitation methodology and assessment approach; clarity and feasibility of the proposed work plan; evidence of a structured, outcome-oriented facilitation process; creativity and responsiveness to the City's specific context and needs; quality of sample materials provided.	25%	25
4. References and Past Performance Quality and relevance of professional references provided; feedback received from reference contacts; history of on-time, on-budget delivery; client satisfaction; ability to maintain neutrality and manage group dynamics in high-stakes facilitation environments.	10%	10
5. Cost Proposal Reasonableness and competitiveness of proposed fees; clarity and transparency of cost breakdown; overall value relative to the proposed scope and team qualifications; cost-effectiveness of the proposed approach.	15%	15
TOTAL	**100%**	**100**

7.3 Reference Check and Background Review

The City reserves the right to contact all references provided in any proposal and to independently research the professional reputation and track record of any proposing firm or individual. The City may also conduct background reviews of key personnel proposed for this engagement. The results of reference checks and background reviews may be incorporated into the evaluation scores under Criterion 4 (References and Past Performance) and may be used to inform the City's assessment of qualifications under other criteria.

The City may reject any proposal from a firm or individual found to have: a material conflict of interest with the City of National City or its officials; pending or recent litigation with the City of National City; a pattern of unsatisfactory performance documented by prior clients; or any other circumstance that, in the City's reasonable judgment, would compromise the firm's ability to provide neutral, professional facilitation services.

7.4 City's Rights Reserved

The City of National City expressly reserves the following rights in connection with this procurement, without limitation:

- To reject any or all proposals received in response to this RFP, with or without cause;
- To waive any informality, technical deficiency, or irregularity in any proposal that does not materially affect the proposal's substance or the City's ability to evaluate it on an equal basis;
- To negotiate the scope of services, deliverables, schedule, and fee with any proposer prior to or after selection, without obligation to other proposers;
- To cancel this RFP at any time, prior to or following proposal receipt, without liability to any proposer;
- To issue a subsequent RFP for the same or similar services if this RFP does not result in a satisfactory selection;
- To award a contract to the proposer that best serves the City's interests, which is not necessarily the proposer with the lowest cost or the highest total score;
- To seek clarification from any proposer regarding any element of their proposal, without such clarification constituting an opportunity for the proposer to materially alter or supplement their proposal;
- To request that any proposer provide additional information, documentation, or materials to support the evaluation of their proposal.

This RFP is not a contract, does not constitute an offer by the City, and creates no obligation on the part of the City to award a contract, to proceed with a procurement, or to compensate any proposer for costs incurred in the preparation, submission, or presentation of a proposal.

SECTION 8

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TERMS AND CONDITIONS

8.1 General Terms

All proposals submitted in response to this RFP become the property of the City of National City upon receipt and will not be returned to proposers, regardless of whether a contract is awarded. Proposers retain copyright ownership of any original creative or intellectual work product contained in their proposals; however, by submitting a proposal, each proposer grants the City a nonexclusive license to reproduce and use proposal materials for the purpose of evaluation and public records compliance.

Proposers acknowledge that the City of National City is a public agency subject to the Ralph M. Brown Act (Government Code §§ 54950 et seq.), the California Public Records Act (Government Code §§ 7920 et seq.), the Political Reform Act (Government Code §§ 81000 et seq.), and all other applicable state and federal law governing public agencies in California. All activities under any resulting contract must be conducted in conformity with applicable law.

The City will not reimburse any costs incurred by any firm or individual in the preparation, submission, presentation, or modification of a proposal in response to this RFP, regardless of whether a contract is awarded or this RFP is cancelled.

8.2 Insurance Requirements

The selected consultant shall obtain and maintain, at the consultant's own cost and expense, throughout the full term of the resulting contract, the following minimum insurance coverages. Evidence of all required insurance, in the form of certificates of insurance and endorsements, must be provided to the City prior to execution of the Professional Services Agreement and prior to the commencement of any services.

Coverage Type	Minimum Required Limits
Commercial General Liability (CGL)	$1,000,000 per occurrence; $2,000,000 aggregate
Professional Liability (Errors & Omissions)	$1,000,000 per claim; $2,000,000 aggregate
Business Automobile Liability	$1,000,000 combined single limit per accident (owned, hired, and non-owned vehicles)
Workers' Compensation	Per California statutory requirements (required for all employees)
Employers' Liability	$1,000,000 per accident / $1,000,000 per disease / $1,000,000 per policy aggregate

The following additional insurance requirements apply:

- The City of National City, its elected officials, officers, employees, agents, and volunteers must be named as Additional Insureds on the Commercial General Liability and Business Automobile Liability policies, by endorsement. The endorsement must be included with the certificate of insurance.
- All required insurance policies must be written by carriers duly admitted to do business in the State of California and rated no less than A-VII (A minus, Class VII) in the most current edition of the A.M. Best's Key Rating Guide.
- Professional Liability (E&O) insurance may be written on a claims-made basis, provided that the policy's retroactive date is placed at or before the commencement of services and that coverage is maintained, or an extended reporting period (tail) is obtained, for a minimum of three (3) years after completion of services.
- Policies must provide for at least thirty (30) calendar days' advance written notice to the City in the event of cancellation, material change, or non-renewal, except that ten (10) days' notice is acceptable for cancellation due to non-payment of premium.
- The consultant's insurance shall be primary and non-contributory with respect to any other insurance or self-insurance maintained by the City. The City's insurance or self-insurance shall not be called upon to contribute to a loss covered by the consultant's insurance.

- Independent consultants (sole proprietors) not employing any persons are not required to carry Workers' Compensation insurance but must provide a written certification of their sole proprietor status.

8.3 Conflict of Interest

All proposers and their key personnel must disclose, as part of their proposal, any actual, potential, or perceived conflict of interest with the City of National City, its elected officials, appointed officials, officers, or employees. A conflict of interest includes, but is not limited to: any financial interest in a matter before the City; any current or prior business relationship with a City official or employee that could impair the impartiality of the facilitation services; and any circumstance that a reasonable person might view as creating an appearance of conflict.

Any consultant selected under this RFP will be subject to the City of National City's conflict of interest policies and the requirements of the California Political Reform Act. Depending on the nature of the services performed, the selected consultant and/or designated key personnel may be required to file a Statement of Economic Interests (Form 700) with the City Clerk's office pursuant to the City's Conflict of Interest Code adopted under Government Code § 87300 et seq. The City will notify the selected consultant of any Form 700 filing requirements prior to contract execution.

Failure to disclose a known or apparent conflict of interest in the proposal may result in disqualification of the proposal or termination of any resulting contract for cause.

8.4 Non-Collusion

By submitting a proposal in response to this RFP, the proposer certifies, under penalty of perjury, that the proposal was prepared independently and in good faith; that the proposer has not colluded with any other firm or individual in the preparation or submission of the proposal; that no fraud, collusion, conspiracy, or anti-competitive conduct of any kind has occurred in connection with the preparation of the proposal; and that the prices and terms contained in the proposal are genuine and not the product of any agreement, arrangement, or understanding with any competitor.

A Non-Collusion Declaration in the form provided as Exhibit A to this RFP must be completed, signed under penalty of perjury by an authorized representative of the proposing firm, and included with the

proposal submission. Proposals submitted without a signed Non-Collusion Declaration will be deemed non-responsive.

8.5 Americans with Disabilities Act

The City of National City does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities, or in its hiring or employment practices, in conformance with the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.) and Section 504 of the Rehabilitation Act of 1973. Any proposer requesting a reasonable accommodation in the proposal process, or any individual requesting accommodation to attend a Pre-Submittal Conference or oral interview, should direct such requests to the City Manager's Office at (619) 336-4240, or by email to [INSERT CITY EMAIL ADDRESS], at least five (5) business days prior to the relevant event or deadline.

8.6 Equal Opportunity and Business Diversity

The City of National City is an Equal Opportunity Employer and is committed to ensuring equal opportunity for all qualified firms in its procurement processes. The City actively encourages proposals from certified minority-owned business enterprises (MBE), women-owned business enterprises (WBE), small business enterprises (SBE), disabled veteran business enterprises (DVBE), and other disadvantaged business enterprises. Proposers are encouraged to document any applicable certifications in their proposal. The City does not maintain a mandatory set-aside or preference program for this procurement; however, business diversity is a positive factor in the City's commitment to inclusive procurement practices.

8.7 Living Wage and Prevailing Wage

This engagement is for licensed professional facilitation and strategic planning services and is not anticipated to be subject to California's prevailing wage requirements under Labor Code §§ 1720 et seq., as such requirements generally do not apply to professional services contracts of this nature. Notwithstanding the foregoing, the selected consultant shall comply with all applicable federal, state, and local wage and hour laws with respect to any individuals performing services under the resulting contract, including but not limited to the California Minimum Wage Law (Labor Code § 1197) and applicable local minimum wage ordinances. The City makes no representation regarding the applicability

of prevailing wage requirements and encourages proposers with questions regarding wage law applicability to consult with qualified legal counsel.

8.8 Indemnification

The selected consultant shall, to the fullest extent permitted by law, indemnify, defend (with counsel reasonably acceptable to the City), and hold harmless the City of National City, its City Council, elected officials, appointed officials, officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, suits, actions, proceedings, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of, resulting from, or in any way connected with: (a) any negligent or wrongful act, error, or omission of the consultant, its officers, employees, agents, or subcontractors in the performance of services under the contract; (b) the consultant's breach of any obligation under the contract; or (c) any claim by a third party arising from or related to the consultant's performance. The indemnification obligation shall survive the termination or expiration of the contract. Nothing in this provision shall be construed to require the consultant to indemnify the Indemnified Parties for any claims arising solely from the City's own negligence or willful misconduct.

8.9 Governing Law and Venue

This RFP and any contract awarded pursuant to this RFP shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles. The parties agree that the exclusive venue for any dispute, claim, or legal action arising from or related to this RFP or any resulting contract shall be the Superior Court of the State of California, County of San Diego. The selected consultant shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of services under the contract.

8.10 Public Records

All proposals submitted in response to this RFP, once received by the City, are subject to disclosure under the California Public Records Act (Government Code §§ 7920 et seq.). The City cannot guarantee the confidentiality of any portion of any proposal. Proposers who believe that any portion of their proposal contains proprietary, trade secret, or otherwise legally protected confidential information

must: (a) clearly identify each page or section claimed to be confidential with a header or notation such as "CONFIDENTIAL — TRADE SECRET — EXEMPT FROM DISCLOSURE UNDER CALIFORNIA GOVERNMENT CODE § 7927.000"; and (b) provide a written explanation, citing the specific statutory basis under the California Public Records Act for the claimed exemption, submitted simultaneously with the proposal.

The City will evaluate any claimed confidentiality exemption upon receipt of a Public Records Act request, but cannot guarantee that any information will be withheld. In the event of a legal challenge to the City's decision to withhold or disclose any proposal information, the proposer shall be responsible for bearing the cost of any legal proceeding necessary to protect the claimed confidentiality of its information, and may be required to defend such claims in court at its own expense. Blanket or non-specific claims of confidentiality will not be honored.

SECTION 9

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EXHIBITS AND ATTACHMENTS

The following exhibits are attached to and incorporated into this Request for Proposals. Each exhibit is a required or reference component of the proposal process. Proposers must review each exhibit carefully and submit signed copies of all required forms with their proposals.

Exhibit	Title	Description / Purpose
Exhibit A	Non-Collusion Declaration	Required certification to be completed and signed under penalty of perjury by an authorized representative of the proposing firm. Must be submitted with proposal.

Exhibit	Title	Description / Purpose
Exhibit B	Insurance Requirements Acknowledgment	Required acknowledgment that the proposer has read, understands, and agrees to comply with the insurance requirements specified in Section 8.2. Must be submitted with proposal.
Exhibit C	Sample Professional Services Agreement	Provided for reference only. The City's standard Professional Services Agreement template, subject to negotiation. Proposers should review this document and note any requested modifications in their cover letter.
Exhibit D	Proposal Submission Checklist	A checklist of all required proposal components to assist proposers in confirming that their submission is complete prior to the deadline.

Note: Exhibits B and C are not reproduced in full in this document. Exhibit B (Insurance Requirements Acknowledgment) and Exhibit C (Sample Professional Services Agreement) will be provided to proposers upon request to [INSERT CITY EMAIL ADDRESS] or at the Pre-Submittal Conference. Exhibits A and D are reproduced in full below.

EXHIBIT A

NON-COLLUSION DECLARATION

(Required — Must Be Completed, Signed Under Penalty of Perjury, and Submitted With Proposal)

Instructions to Proposers:

Complete all fields below. The authorized representative signing this declaration must have legal authority to bind the proposing firm. This declaration must be executed under penalty of perjury under the laws of the State of California and

submitted as part of the proposal. Unsigned or incomplete declarations will render the proposal non-responsive.

The undersigned, being first duly sworn, deposes and says:

1. Identity of Declarant. I am the duly authorized representative of the firm identified below ("Proposer"), and I make this declaration on behalf of the Proposer and all of its officers, directors, employees, agents, and principals who participated in the preparation of the Proposer's response to the City of National City Request for Proposals No. RFP-2026-01 for City Council Facilitation Services (the "Proposal").

2. Independent Preparation. The Proposal was prepared independently and in good faith by the Proposer, without collusion, fraud, deception, or anti-competitive conduct of any kind. The prices, fees, terms, and conditions quoted in the Proposal are genuine and represent the Proposer's honest, independent assessment of the costs and value of the proposed services.

3. No Collusion. The Proposer has not, directly or indirectly, consulted, communicated, compared, or agreed with any other proposer, potential proposer, or competitor regarding any aspect of the Proposal, including but not limited to: the proposed price or cost; the proposed scope or methodology; the decision to submit or not to submit a proposal; or any other matter that would constitute collusion, bid rigging, or price fixing under California law or federal law. The Proposer has not, and will not, engage in any conduct in violation of the Cartwright Act (Business and Professions Code §§ 16700 et seq.) or the federal Sherman Antitrust Act in connection with this procurement.

4. No Disclosure. The Proposer has not disclosed the contents of the Proposal to any competing proposer or to any individual who could reasonably be expected to use such information to benefit a competitor or to disadvantage the City.

5. No Inducement. The Proposer has not offered or agreed to pay or give any fee, commission, compensation, gift, gratuity, or thing of value to any City Council Member, officer, employee, or agent of the City of National City in connection with this procurement or the resulting contract, other than as permitted by law.

6. Awareness of Consequences. The Proposer understands that any misrepresentation in this declaration may result in disqualification of the Proposal, termination of any resulting contract, and may subject the Proposer to criminal prosecution under applicable California and federal law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on the date set forth below at [City], [State].

Legal Name of Proposing Firm / Organization: Principal Business Address: City, State, ZIP Code: Business Phone Number: Business Email Address:	Name of Authorized Representative (Print Clearly): Title / Position of Authorized Representative: Signature of Authorized Representative: Date of Execution (MM/DD/YYYY): Place of Execution (City, State):

This Non-Collusion Declaration is submitted pursuant to Public Contract Code § 7106 and is required for all proposals submitted to the City of National City in response to a competitive solicitation. False statements made in this declaration are punishable as perjury under California Penal Code § 118 and may constitute a violation of California Business and Professions Code § 17200 et seq.

EXHIBIT B

INSURANCE REQUIREMENTS ACKNOWLEDGMENT

(Required — Must Be Completed, Signed, and Submitted With Proposal)

The undersigned authorized representative of the proposing firm identified below hereby acknowledges that they have read, understand, and agree to comply with the insurance requirements set forth in Section 8.2 of RFP-2026-01 for City Council Facilitation Services. The undersigned further acknowledges that the minimum insurance coverages described in Section 8.2 will be obtained and maintained by the proposing firm throughout the full term of any contract awarded pursuant to this RFP, and that evidence of all required coverages, in the form of certificates of insurance and required endorsements, will be provided to the City of National City prior to execution of a Professional Services Agreement and prior to commencement of any services.

The undersigned acknowledges and agrees to each of the following specific insurance requirements:

- The City of National City will be named as Additional Insured on Commercial General Liability and Business Automobile Liability policies by endorsement;
- All required policies will be written by carriers admitted in California with an A.M. Best rating of A-VII or better;
- Professional Liability (E&O) coverage will be maintained for a minimum of three (3) years following completion of services, either by renewal or by tail endorsement;
- All policies will provide for at least thirty (30) days' advance written notice to the City in the event of cancellation or material change;
- The consultant's insurance will be primary and non-contributory with respect to any City insurance or self-insurance.

Legal Name of Proposing Firm / Organization: Name of Authorized Representative (Print): Title / Position:	Signature of Authorized Representative: Date (MM/DD/YYYY): Current Insurance Carrier(s) (if known):

[Staff Note: Attach the City's standard insurance endorsement requirements and certificate of insurance form template to this exhibit prior to RFP publication. Contact the City's Risk Manager for current requirements and templates.]

EXHIBIT C

SAMPLE PROFESSIONAL SERVICES AGREEMENT

(For Reference Only — Subject to Negotiation — Not Required With Proposal Submission)

Staff Note — Action Required Before Publication:

Attach the City of National City's current standard Professional Services Agreement (PSA) template in this location prior to finalizing and publishing this RFP. The PSA template should be obtained from the City Attorney's Office and reviewed for currency. The attached PSA is provided for the proposers' reference only; it does not constitute an offer and all terms are subject to negotiation and City Attorney review prior to execution. Delete this notice prior to publication.

The City of National City's standard Professional Services Agreement will be provided to proposers upon request or will be attached to this exhibit at the time of RFP publication. Proposers are strongly encouraged to review the standard agreement template prior to submitting their proposals. Any exceptions to or requested modifications of standard agreement terms must be clearly identified in the proposer's cover letter. The City reserves the right to accept or reject any proposed contract modifications at its sole discretion.

Key provisions typically included in the City's standard Professional Services Agreement for engagements of this type include:

- Scope of services and deliverables (incorporated by reference from the RFP and the selected proposal)
- Compensation and payment terms (net thirty [30] days upon receipt of acceptable invoices)
- Term of agreement and termination provisions (including termination for convenience with thirty [30] days' written notice)
- City ownership of all work products and deliverables
- Indemnification and hold harmless provisions (consistent with Section 8.8 of this RFP)
- Insurance requirements (consistent with Section 8.2 of this RFP)
- Conflict of interest and disclosure requirements
- Independent contractor status (consultant is not an employee of the City)
- Compliance with applicable law

- Governing law and dispute resolution
- Amendment and modification procedures (written amendment required for all changes)
- Assignment restrictions (consultant may not assign the contract without City's prior written consent)

CITY OF NATIONAL CITY — CITY MANAGER'S OFFICE

RFP No. RFP-2026-01 • City Council Facilitation Services

EXHIBIT D

PROPOSAL SUBMISSION CHECKLIST

(For Proposer Use — Not Required to Be Submitted With Proposal, But Strongly Recommended for Self-Review)

Proposers are strongly encouraged to use this checklist to verify that their proposal is complete prior to submission. An incomplete proposal may be deemed non-responsive and may be disqualified from evaluation. Check each box to confirm the item is included in your submission. This checklist need not be submitted with your proposal, but may be included as a cover sheet if desired.

Deadline Reminder:

All proposals must be received by the City Manager's Office no later than

July 25, 2026 at 4:00 PM Pacific Time

. Late proposals will not be considered for any reason.

Proposal Component	RFP Reference	Included?
1. Cover Letter — No more than two (2) pages; on firm letterhead; signed by authorized representative; confirms ability to meet all RFP requirements; identifies any exceptions to terms or scope	Section 6.1(a)	☐
2. Firm Profile and Qualifications — Full legal name, years in business, organizational structure, areas of specialization, summary of relevant local government facilitation experience	Section 6.1(b)	☐
3. Key Personnel — Resumes / CVs — Professional resume or CV for lead facilitator and all key team members; identifies primary point of contact; identifies any subconsultants and their proposed roles	Section 6.1(c)	☐
4. Proposed Approach and Methodology — Describes facilitation philosophy and techniques; assessment methodology; strategic planning framework; plan for maintaining neutrality; sample agendas or tools (if included, must be original or used with client permission)	Section 6.1(d)	☐
5. Relevant Experience and Case Studies — Minimum two (2), maximum four (4) case studies from California local government facilitation engagements; each includes client, scope, process, outcomes, and lessons learned	Section 6.1(e)	☐
6. References — Minimum three (3) professional references from California local government clients; at least two (2) must be for City Council or governing board retreat facilitation; all required reference fields completed	Sections 5.3 & 6.1(f)	☐
7. Cost Proposal — Separately sealed (hard copy) or clearly labeled separate file (electronic); fully itemized by task (Tasks 1–5); optional services separately priced; reimbursable expenses itemized and capped; all-inclusive not-to-exceed total stated	Section 6.1(g) & 6.2	☐
8. Non-Collusion Declaration (Exhibit A) — Fully completed; all fields filled in; signed under penalty of perjury by authorized representative of the firm; dated	Section 8.4 & Exhibit A	☐
9. Insurance Requirements Acknowledgment (Exhibit B) — Fully completed; signed by authorized representative; all acknowledgment items confirmed	Section 8.2 & Exhibit B	☐
10. Business License — Copy of valid City of National City business license, OR written acknowledgment that the firm will obtain a City business license prior to contract execution	Section 5.1	☐
11. Electronic Copy — Complete PDF of entire proposal (technical and cost, in separate clearly labeled files) on USB drive enclosed with hard copy submission, OR submitted by email to [INSERT CITY EMAIL ADDRESS] by the deadline	Section 6.3	☐
12. Hard Copy Copies (if submitting hard copy) — One (1) original marked "ORIGINAL" and two (2) copies marked "COPY 1" and "COPY 2"; all copies tabbed and bound; all pages numbered; firm name and RFP number in header/footer	Section 6.3	☐
13. Conflict of Interest Disclosure — Any actual or potential conflict of interest disclosed in cover letter or separate written disclosure; if no conflicts, a statement to that effect included in cover letter	Section 8.3	☐

Proposal Component	RFP Reference	Included?
14. Subconsultant Information (if applicable) — Subconsultant firm(s) identified by name; roles and estimated percentage of work described; subconsultant resumes included	Section 6.1(c)	☐
15. Minimum Qualifications Self-Certification — Proposal clearly documents how the firm meets each minimum qualification specified in Section 5.1; all claims are verifiable and supported by documentation or case study references	Section 5.1	☐

Proposer Confirmation (Optional): By signing below, the undersigned authorized representative of the proposing firm confirms that they have reviewed this checklist and, to the best of their knowledge, the proposal submission is complete and compliant with all requirements of RFP-2026-01.

Firm Name: Name of Authorized Representative (Print): Signature: Date:

Questions? Contact the RFP Designated Contact: [INSERT CITY MANAGER NAME], City Manager's Office, City of National City • 1243 National City Boulevard, National City, CA 91950 • Phone: (619) 336-4240 • Email: [INSERT CITY EMAIL ADDRESS] • Website: www.nationalcityca.gov

The City of National City is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, disability, age, religion, or any other characteristic protected by applicable law.

Sample Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT
This Professional Services Agreement ("Agreement") is entered into as of **[Effective Date]** by and between the City of National City, California**, a municipal corporation ("City")**, and **[Consultant Name]**, an independent contractor ("Consultant"). The City and Consultant may be referred to individually as a "Party" and collectively as the "Parties."

1. Scope of Services

Consultant shall provide facilitation services for a City Council retreat, including planning support, meeting design, facilitation, and follow-up deliverables. The parties may define retreat objectives, budget, and logistics in an attached statement of work, which is a common structure for consulting agreements.

Consultant's services may include:

- Pre-retreat kickoff meeting with individual members of the City Council and the City Manager or designee.
- Review of background materials, prior strategic plans, and council priorities.
- Facilitation of one or more planning sessions and the retreat itself.
- Development of discussion guides, agendas, and exercises.
- Preparation of a post-retreat summary of key themes, action items, and next steps.

2. Deliverables

Consultant shall provide the following deliverables:

- Draft retreat agenda.
- Facilitator guide or session plan.
- Attendance and participation summary, if requested.
- Post-retreat memorandum summarizing outcomes, decisions, and action items.

If the City requests additional deliverables not included in this Agreement, Consultant shall only perform them under written authorization. Clear scope and deliverables language is standard in consulting agreements.

3. Term

This Agreement begins on **[Start Date]** and ends on **[End Date]**, unless earlier terminated under this Agreement. The term may be extended only by written amendment signed by both Parties.

4. Compensation

The City shall pay Consultant **$[Amount]** as a fixed fee, or **$[Rate]/hour** not to exceed **$[Cap]**, as specified in Exhibit A. The Agreement should clearly state payment terms, schedules, and any cap or not-to-exceed amount.

Invoices shall be submitted **[monthly/upon completion/milestone-based]** and paid within ** days** of receipt, subject to approval by the City's authorized representative. Reasonable pre-approved travel or out-of-pocket expenses may be reimbursed only if identified in advance and supported by receipts.

5. City Responsibilities

The City shall designate a project manager or point of contact authorized to coordinate logistics, review deliverables, and approve invoices. The City shall provide reasonably necessary background information, retreat goals, and timely feedback to support Consultant's work.

6. Independent Contractor

Consultant is an independent contractor and not an employee, agent, or representative of the City. Consultant is responsible for all taxes, insurance, licenses, and other obligations required for its business status.

7. Confidentiality

Consultant shall keep confidential any nonpublic information received from the City in connection with this Agreement, except as required by law. This obligation survives termination. Confidentiality clauses are a common part of consulting agreements.

8. Public Records

If the City is subject to public records laws, Consultant acknowledges that materials submitted to or created for the City may be subject to disclosure under applicable law, except to the extent an exemption applies. Consultant should mark proprietary information clearly, but the City cannot guarantee nondisclosure where public records obligations apply.

9. Work Product

Unless otherwise stated in Exhibit A, all work product specifically created for the City under this Agreement shall be the property of the City upon full payment, excluding Consultant's pre-existing materials, tools, templates, and know-how.

10. Compliance With Law

Consultant shall perform services in compliance with applicable federal, state, and local laws, including nondiscrimination and accessibility requirements as applicable to the retreat setting.

11. Cancellation and Termination

Either Party may terminate this Agreement upon thirty (30) days' written notice. The City may terminate immediately for material breach if Consultant fails to perform the services in a professional manner or violates confidentiality or law. Termination provisions are standard in consulting contracts.

If the City cancels the retreat for convenience, Consultant shall be paid for services satisfactorily performed through the effective termination date, plus approved, non-cancellable expenses.

12. Indemnification

To the extent permitted by law, Consultant shall indemnify and hold harmless the City from third-party claims arising from Consultant's negligent acts or willful misconduct in performing the services.

13. Insurance

Consultant shall maintain commercially reasonable insurance, which may include:

- Commercial general liability.
- Professional liability/errors and omissions.
- Workers' compensation, if applicable.

14. Dispute Resolution

The Parties shall first attempt in good faith to resolve disputes informally. If unresolved, the dispute shall be submitted to **[mediation/arbitration/court of competent jurisdiction]** as permitted by law and City policy. Dispute resolution language is commonly included in consulting agreements.

15. Miscellaneous

This Agreement, including any exhibits or statements of work, constitutes the entire agreement between the Parties. Any amendment must be in writing and signed by both Parties. If any provision is held unenforceable, the remainder shall remain in effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

[City Authorized Signatory]
Title:
Date: _

[Consultant Name]
Title:
Date: _

Exhibit A: Statement of Work

1. Retreat purpose: Facilitation of a City Council retreat to support strategic planning, team alignment, and goal setting. Retreats often focus on structured discussion, team-building, and action planning.
2. Dates and location: **[Insert dates and venue]**.
3. Scope: Planning session, facilitation, and post-retreat summary.
4. Fee: **[Insert fee structure]**.
5. Expenses: **[Insert reimbursement rules]**.
6. Deliverables due dates: **[Insert timeline]**.

AGENDA REPORT

Department: City Manager's Office
Prepared by: Stephen Manganiello, Acting Deputy City Manager
Meeting Date: Tuesday, June 30, 2026
Approved by: Douglas J. Schulze, City Manager

SUBJECT:
Letter of Support for Tidelands Avenue Electric Truck Hub Project.

RECOMMENDATION:
Authorize the City Manager to submit a Letter of Support to the Port of San Diego for the Tidelands Avenue Electric Truck Hub Project.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Staff from the Port of San Diego provided a presentation on the Tidelands Avenue Electric Truck Hub Project at the City Council Meeting held on June 16, 2026. A copy of the presentation is included as Exhibit A. Following a robust discussion of project benefits and concerns, the City Council directed the City Manager to return at the next available City Council meeting to present a letter of support for consideration.

FINANCIAL STATEMENT:
Not Applicable.

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

ENVIRONMENTAL REVIEW:
The Port of San Diego has prepared a Draft EIR for the Project.

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 – Presentation by Port of San Diego (6/16/2026)
Exhibit B – Letter of Support

PORT of SAN DIEGO
Maritime












Maritime Clean Air Strategy

Maintaining the Momentum





National City Council Meeting
June 16, 2026

Tidelands Avenue Electric Truck Hub

Project Overview and Purpose

Project Goal and Context

The project supports reducing trucking related emissions from maritime goods movement aligned with regional and state goals.

Environmental Review Process

The Draft EIR assessed environmental impacts under CEQA, finding no significant impacts or required mitigations.

Decision-Making Considerations

Decision-makers weigh environmental findings, policy objectives, and community input for project approval.

Project Benefits

The project aims to reduce air pollution, improve public health, and promote sustainable maritime goods movement.

Tidelands Avenue Electric Truck Hub

Project Description and Key Components

High-Capacity Charging Stall Network

The project includes 70 simultaneous-use electric truck charging stalls supporting zero-emission truck operations.

On-site Renewable Energy Integration

A photovoltaic canopy and battery energy storage system generate and store zero-carbon electricity to supplement grid power.

Trucking as a Service Model

The TaaS program offers monthly access to maintained electric trucks, lowering entry barriers for small operators.

Supporting Infrastructure and Access Control

The hub includes a convenience store and controlled site access to enforce operational priorities for port trucks.

Tidelands Avenue Electric Truck Hub

Site Selection Process

Transparent Process
Initiated with Request for Information (May 2022); 18 responses informed refinement and feasibility of project and site location

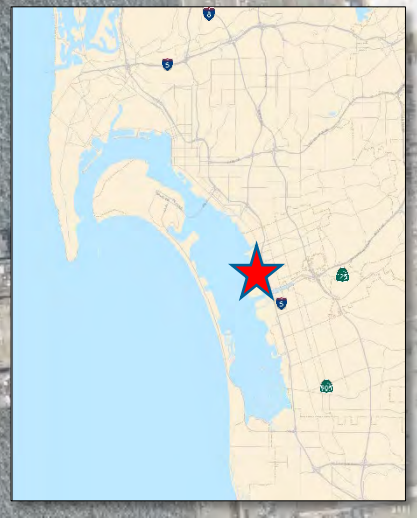
Site Evaluation
Evaluation criteria included consideration of consistency with Port Master Plan land use and proximity to marine cargo terminals; proposed site's access to existing truck routes and availability and readiness for development, and lastly adequate parcel size.

Site and Proponent Selection
Request For Proposals issued (April 2023) → 6 proposals received; finalists advanced
Final Site Determination: 19th & Tidelands
Best meets site suitability criteria and one of only feasible industrial sites available
Port Board selected Skychargers LLC as preferred developer (March 2024)

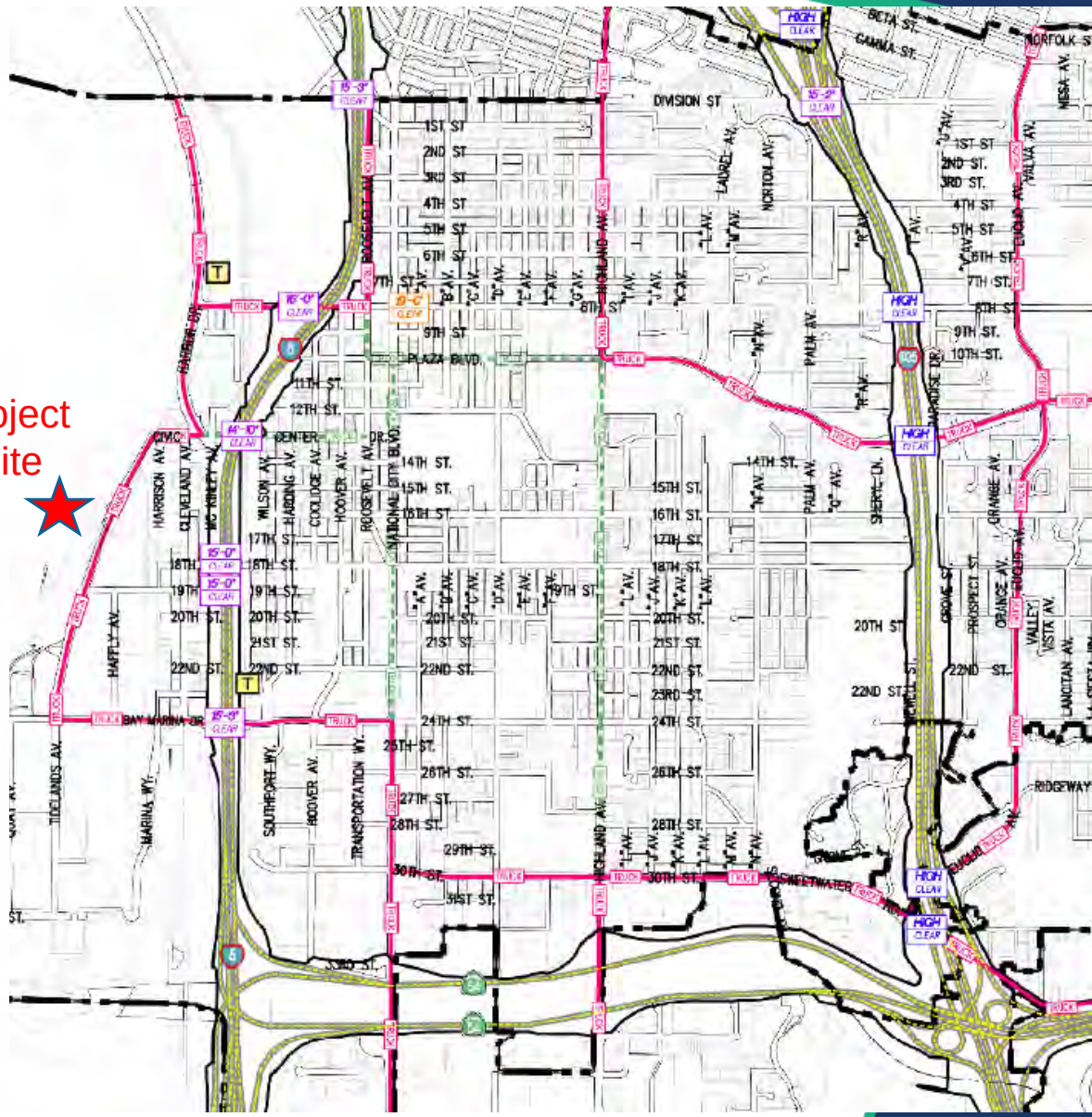
Project Location







Project Site



Tidelands Avenue Electric Truck Hub

Project Objectives and Policy Alignment

Emissions Reduction Goals

The project aims to provide zero-emission heavy-duty truck charging and leasing opportunities to improve air quality and public health.

Health Equity and Pollution Reduction

Targeted emission reduction investments focus on reducing pollutants and improving health in the Portside Communities.

Operational Safety and Efficiency

Implementing best practices in truck circulation, including pull-through stall designs, enhances safety and flow.

Sustainable Energy Integration

On-site generation and storage of zero-carbon electricity supports grid resilience and sustainable operations.

Tidelands Avenue Electric Truck Hub

Draft Environmental Impact Report Results

Environmental Topic	Impact Conclusion	Mitigation Required
Air Quality	Less than significant	None
Energy	Less than significant	None
Hazards & Hazardous Materials	Less than significant	None
Hydrology & Water Quality	Less than significant	None
Noise	Less than significant	None
Transportation	Less than significant	None

Tidelands Avenue Electric Truck Hub

Issues Raised During Environmental Review

Public and Agency Engagement

The CEQA process involved public and agency input through meetings and comment letters addressing diverse environmental concerns.

Fire Risk and Safety Analysis

Detailed EIR analysis of lithium-ion battery fire risks includes thermal runaway scenarios and engineered safety systems.

Noise and Traffic Impact Studies

Operational analyses confirm truck routes and site circulation minimize noise and transportation hazards.

Transparency and Decision Support

The EIR process addresses community concerns with technical analysis to ensure transparent and defensible decisions.

Tidelands Avenue Electric Truck Hub

Key Decision Considerations and Next Steps

Project Environmental Benefits

The project supports clean air, climate goals, and public health with no significant environmental impacts under CEQA.

Alignment with Policies

The project aligns with Maritime Clean Air Strategy, Community Emissions Reduction Plan and California Sustainable Freight Action Plan supporting zero-emission freight.

Next Steps If Approved

Should the Board of Port Commissioners approve the project, the Final EIR will be certified, findings adopted, and project implemented under required permits.

Sustainable Leadership

Approval signals leadership in sustainable maritime operations and regional air quality improvements.

Maritime Clean Air Strategy

Questions

PORT of SAN DIEGO
Waterfront of Opportunity

Tidelands Avenue Electric Truck Hub
June 16, 2026

June 30, 2026

Ann Moore
Chair, Board of Port Commissioners
3165 Pacific Highway
San Diego, CA 92101

Subject: Tidelands Avenue Electric Truck Hub Project

Dear Commissioner Moore,

The City of National City has appreciated the opportunity to engage with the Port of San Diego, the developer Skycharger, and the public regarding the proposed Tidelands Avenue Electric Truck Hub Project. We commend the Port for advancing a Maritime Clean Air Strategy that aims to reduce air pollution, improve public health, and promote sustainable maritime goods movement. The west side of National City suffers from some of the poorest air quality in the State. Innovative technology solutions such as the Tidelands Avenue Electric Truck Hub Project offers the necessary infrastructure to support zero-emission trucks in an effort to improve air quality.

The majority of our City Council supports this project. However, there are concerns regarding impacts to City roadways due to projected increases in truck traffic, fire risks due to consolidation and storage of large lithium-ion batteries upwind from local businesses and residences, and the extent of community benefits being considered as part of your contract with Skycharger.

We encourage the Port and your partner Skycharger to continue to prioritize public safety and community benefits through ongoing research into the “state-of-the-practice” for electric truck charging, thoughtful dialogue with our City Councilmembers and the community, and opportunities for collaboration with our team on sustainable solutions that support environmental health and economic development.

Sincerely,

Douglas J. Schulze
City Manager