AGENDA

Consolidated Regular 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 Request to Enter Que to Speak to the City Clerk before the meeting or immediately following the announcement of the item. All comments will be limited up to three (3) minutes. The Presiding Officer shall have the authority to reduce the time allotted to accommodate for a large number of speakers. *(City Council Policy 104)*

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

EFFECTIVE JANUARY 1, 2023

All Contributions to Candidates and Current Elected Officials are required to self-report a Declaration of Campaign Contribution to a Councilmember of more than $250 within the past year (effective Jan 1, 2023). This report may be included on the Public Comment Speaker Slip to be completed prior to the City Council Meeting.

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

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

AGENDA

Consolidated Regular Meeting

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

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

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 estén incluidos en la agenda podrán hacerlo durante los Comentarios Públicos. Quienes deseen hablar sobre los puntos incluidos en la agenda podrán hacerlo cuando se esté considerando el punto. Por favor, presente una Solicitud para Entrar en la Cola para Hablar al Secretario Municipal antes de la reunión o inmediatamente después del anuncio del punto. Todos

los comentarios estarán limitados a un máximo de tres (3) minutos. El Presidente tendrá la autoridad para reducir el tiempo asignado para adaptarse a un gran número de oradores. (Política 104 del Concejo Municipal)

Todos los comentarios por escrito deben presentarse a más tardar cuatro (4) horas antes del inicio de la reunión para permitir tiempo para su distribución al Concejo Municipal.

A PARTIR DEL 1 DE ENERO DE 2023

Todas las contribuciones a los candidatos y funcionarios electos actuales deben autoinformar una Declaración de contribución de campaña a un concejal de más de $ 250 en el último año (a partir del 1 de enero de 2023). Este informe puede incluirse en el Recibo del orador de comentarios públicos que se completará antes de la reunión del Concejo Municipal

Servicios de interpretación en español: Los servicios de interpretación en español están disponibles, comuníquese con el Secretario de la Ciudad antes del inicio de la reunión para obtener ayuda.

Título II de la Ley de Discapacidades Americanas: En cumplimiento con la Ley de Discapacidades Americanas de 1990, las personas con discapacidad pueden solicitar una agenda en formatos alternativos apropiados según lo requerido por el Título II. Cualquier persona con una discapacidad que requiera un modificación o adaptación para participar en una reunión debe dirigir dicha solicitud a la Oficina del Secretario de la Ciudad (619) 336-4228 al menos 24 horas antes de la reunión.

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

AFFIDAVIT OF POSTING

I, Shelley Chapel, MMC, City Clerk of the City of National City, hereby declare under penalty of perjury that this notice of a Regular Meeting was called by the City Council of the City of National City was posted and provided on Thursday, October 1, 2026, at 6:00 p.m. Said meeting to be held Tuesday, October 6, 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

Reunión Regular Consolidada

Martes, 6 de octubre de 2026, 6:00 p.m.
Cámara del Ayuntamiento - 1243 National City Boulevard
National City, CA

---

1. LLAMADO AL ORDEN

2. PASE DE LISTA

3. JURAMENTO DE LEALTAD A LA BANDERA

4. INVOCACIÓN

5. CÓMO PÚBLICO

De acuerdo con la ley estatal, un punto que no esté programado en la agenda puede ser presentado por el público en general para comentarios; sin embargo, el Ayuntamiento no podrá discutir ni tomar acción sobre ningún tema que no esté incluido en la agenda. Los oradores tendrán hasta tres (3) minutos.

6. PROCLAMACIONES Y RECONOCIMIENTO

6.1 Introducción de nuevas contrataciones y promociones de empleados municipales

7. PRESENTACIÓN

7.1 Preparándose para El Niño - Un enfoque en toda la ciudad para la preparación y respuesta ante tormentas

8. INFORMES DE JUNTAS Y COMITÉS REGIONALES (Limitado a cinco (5) actas cada uno)

Según la Sección 53232.3(d) del Código de Gobierno, también conocida como AB1234: Los miembros de un órgano legislativo deberán proporcionar informes breves sobre las reuniones a las que asistan a expensas de la agencia local en la próxima reunión ordinaria del órgano legislativo.

9. CALENDARIO DE CONSENTIMIENTO

El Calendario de Consentimiento puede ser promulgado en una sola moción por el Concejo Municipal con una votación nominal sin discusión, a menos que un concejal, un miembro del público o el Administrador de la Ciudad soliciten que se retire un ítem para discusión. Los ítems eliminados del Calendario de Consentimiento serán considerados inmediatamente después de la adopción del Calendario.

9.1 Aprobación de la lectura solo por título y renuncia a la lectura completa de la ordenanza en esta agenda

9.2 Recomendación de

aprobación de las actas de

la reunión:
Aprueba y presenta la solicitud.

9.3 Modificando un Acuerdo de Subvención Restringida con el Departamento de Transporte del Estado de California para el Programa de Subvenciones Locales de California Limpia para el Proyecto Comunitario de Cinturón Verde I-805 de National City Eastside I-805, CIP No. 22-09.

Recomendación:
Adoptar una resolución titulada, "Resolución del Concejo Municipal de la Ciudad de National City, California, autorizando al Administrador Municipal a ejecutar una enmienda al Acuerdo de Subvenciones Restringidas con el Departamento de Transporte del Estado de California para el Programa de Subvenciones Locales de California Limpia para el Proyecto Comunitario Verde Comunitario I-805 de National City Eastside, CIP No. 22-09."

9.4 Aprobar la creación de tres (3) nuevas clasificaciones laborales tituladas Asistente de Coordinador Médico de Emergencias, Paramédico (EMT-P) y Técnico en Emergencias Médicas (EMT).

Recomendación:
Adoptar la resolución titulada, "Resolución del Ayuntamiento de la Ciudad de National City, California, creando tres nuevas clasificaciones laborales: Asistente de Coordinador de Servicios Médicos de Emergencia, Paramédico (EMT-P) y Técnico en Emergencias Médicas (EMT)."

9.5 Aprobar una Resolución que enmienda el Acuerdo Existente con Liebert Cassidy Whitmore para Aumentar la Autoridad Contractual para Servicios Legales Relacionados con Trabajo, Empleo, Personal y Capacitación.

Recomendación:
Adoptar la Resolución titulada "Resolución del Ayuntamiento de la Ciudad de National City, California, autorizando al Administrador de la Ciudad a ejecutar la Primera Enmienda al Acuerdo entre la Ciudad de National City y Liebert Cassidy Whitmore para servicios legales generales en materia de derecho laboral y de empleo para aumentar el monto no excedente por
$250,000, por un nuevo monto total que no debe exceder de $300,000."

9.6 Aviso de Decisión – Decisión de la Comisión de Planeación sobre un Permiso de Uso Condicional (CUP) y Mapa Tentativo de Parcelas (TPM) para convertir un desarrollo habitacional de cuatro unidades en condominios ubicados en 327-333 Laurel Avenue.

Recomendación:
El personal recomienda la aprobación del Permiso de Uso Condicional y el Mapa Tentativo de Parcelas para convertir cuatro casas unifamiliares independientes existentes en una propiedad en condominios, sujeto a las condiciones recomendadas en la Resolución No. 2026-09 adjunta de la Comisión de Planeación, y determinar que el proyecto está exento de CEQA. El proyecto es consistente con el Plan General, el Código de Uso de la Tierra y la Ordenanza de Subdivisión.

9.7 Aviso de Decisión – Decisión de la Comisión de Planeación de un Permiso de Uso Condicional (CUP) y un Permiso de Desarrollo Costero (CDP) para Reparación de Carrocería y Pintura (Caliber Collision Center) que se ubicarán en 402 West 35th Street, Suites A y C.

Recomendación:
El personal recomienda la aprobación del Permiso de Uso Condicional y el Permiso de Desarrollo Costero para Reparación y Pintura de Carrocerías (Centro de Colisiones Caliber), sujeto a las condiciones recomendadas en la Resolución No. 2026-10 adjunta de la Comisión de Planeación, y la determinación de que el proyecto está exento de CEQA. El proyecto es consistente con el Plan General, el Código de Uso de Suelo y el Programa Local de Costería.

9.8 Aviso de Decisión – Decisión de la Comisión de Planeación sobre un Permiso de Uso Condicional (CUP) para cerveza, vino y licores destilados fuera de venta en una tienda de conveniencia ubicada en 2945 Highland Avenue.

Recomendación:
El personal recomienda la aprobación de la solicitud de Permiso de Uso Condicional (CUP) para la licencia ABC Tipo 21 de venta fuera de cerveza, vino y destilados en una gasolinera existente (mercado de fiestas), sujeto a las condiciones recomendadas en la Resolución No. 2026-08 adjunta de la Comisión de Planeación, y a la determinación de que el proyecto está exento de CEQA.

9.9 Cierre del Proyecto y Aviso de Finalización para el Proyecto de Mejoras de Movilidad Comunitaria Central, CIP No. 19-23.

Recomendación:
Adoptar una resolución titulada, "Resolución del Concejo Municipal de la Ciudad de National City, California, 1) aceptar el trabajo realizado por Aster Construction Services para el Proyecto de Mejoras de Movilidad Comunitaria Central, CIP No. 19-23; 2) Aprobar el monto final del contrato de $2,058,671.99; 3) Ratificar la liberación de retención en el monto de $102,933.60; y 4) autorizando al alcalde a firmar el aviso de finalización."

9.10 Compra de cinco (5) ambulancias de soporte vital avanzado Tipo III para el Departamento de Bomberos.

Recomendación:
Adoptar una resolución titulada: "Resolución del Concejo Municipal de la Ciudad de National City, California, 1) renuncia al proceso formal de licitación conforme a la Sección 2.60.260 del Código Municipal de National City respecto a la compra cooperativa y autorización a la ciudad para sumarse al Contrato No. AM10-23 con Braun Northwest, Inc. para la compra de cinco (5) ambulancias North Star Tipo III de soporte vital avanzado de 2027 por un monto no mayor a $1,459,951.50, y 2) autorizando el establecimiento de una asignación por un monto de $1,460,000 en el Fondo de la Empresa de Servicios de Transporte de Ambulancias y una asignación correspondiente en el fondo de adquisición de vehículos."

9.11 Transacciones de inversión para el mes terminado el 31 de julio de 2026.

Recomendación:
Acepta y presenta el libro mayor de transacciones de inversión para el mes que termina el 31 de julio de 2026.

9.12 Registro de Órdenes No. 5 para el periodo del 24/7/26 al 30/7/26 en el monto de $6,025,255.35

Recomendación:
Órdenes de Ratificación por un total de $6,025,255.35.

9.13 Registro de Órdenes No. 6 para el periodo del 31/7/26 al 6/8/26 por el monto de $3,435,624.34

Recomendación:
Órdenes de Ratificación por un total de $3,435,625.34

9.14 Registro de Autorizaciones No. 7 para el periodo del 7/8/26 al 13/8/26 en el monto de $3,286,152.10

Recomendación:
Órdenes de Ratificación por un total de $3,286,152.10.

9.15 Aprobación del Acuerdo de Suscripción con eScribe Software USA, Inc.

Recomendación:
Adoptar la resolución titulada, "Resolución del Ayuntamiento de la Ciudad de National City, California, renunciando al proceso de licitación conforme a la sección del Código Municipal de National City
2.60.260 y autorizando al alcalde a firmar un acuerdo de suscripción con eSCRIBE Software USA, Inc. para software de gestión y servicios relacionados por un monto anual inicial de $29,502.81."

10. AUDIENCIA PÚBLICA CONTINUA

10.1 Audiencia Pública (Segunda Lectura): Ordenanza para Adopción – Pretratamiento de Aguas Residuales Industriales según el Acuerdo Administrativo del Sistema Metropolitano de Alcantarillado No. 1.

Recomendación:
Realizar la audiencia pública y adoptar la ordenanza titulada "Una ordenanza del Ayuntamiento de la Ciudad de National City, California, que modifica el Capítulo 14.06 – Conexiones de Alcantarillado, y el Capítulo 14.24 – Control de Descargas de Grasas, Aceites y Grasas del Título 14 del Código Municipal de la Ciudad Nacional."

10.2 Audiencia Pública – Enmienda del Capítulo 10.70 (Negocios Regulados por la Policía) y 10.79 (Establecimientos de Masajes) del Código Municipal de National City relacionados con establecimientos de masajes.

Recomendación:
Realizar la audiencia pública y adoptar la ordenanza titulada, "Una ordenanza del Concejo Municipal de la Ciudad de National City, California, que modifica las secciones 10.70.080 (suspensiones y revocación), 10.70.100 (inspección de locales), 10.79.060 (instalaciones mínimas requeridas) y 10.79.120 (inspección por funcionarios) del Código Municipal de National City relacionadas con establecimientos de masajes."

11. INFORME DEL GERENTE DE LA CIUDAD

12. INFORME DE FUNCIONARIOS ELECTOS

12.1 SOLICITUD DE POLÍTICA NO. 105 - Suspensión o eliminación de presupuestos del consejo solicitada por el concejal Bush y el vicealcalde Molina

13. INFORME DEL ABOGADO DE LA CIUDAD

14. Aplazamiento

AGENDA

Consolidated Regular Meeting

Tuesday, October 6, 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. INVOCATION

5. PUBLIC COMMENT

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

6. PROCLAMATIONS AND RECOGNITION

   6.1 Introduction of New Hires and Promotions of City Employees 6

7. PRESENTATION

   7.1 Preparing for El Niño - A Citywide Approach to Storm Preparedness and Response 7

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

   Per Government Code Section 53232.3(d) also known as AB1234: Members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

9. CONSENT CALENDAR

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

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

9.2 Approval of Meeting Minutes 23

Recommendation:
Approve and file.

9.3 Amending a Restricted Grant Agreement with the State of California Department of Transportation for the Clean California Local Grant Program for the National City Eastside I-805 Community Greenbelt Project CIP No. 22-09. 61

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

9.4 Approve the Creation of Three (3) New Job Classifications Titled Assistant Emergency Medical Coordinator, Paramedic (EMT-P) and Emergency Medical Technician (EMT). 100

Recommendation:
Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Creating Three New Job Classifications of Assistant Emergency Medical Services Coordinator, Paramedic (EMT-P), and Emergency Medical Technician (EMT).”

9.5 Approve a Resolution amending the Existing Agreement with Liebert Cassidy Whitmore to Increase Contract Authority for Labor, Employment, Personnel, and Training-Related Legal Services. 113

Recommendation:
Adopt the Resolution entitled “Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute the First Amendment to the Agreement Between the City of National City and Liebert Cassidy Whitmore for General Legal Services Regarding Labor and Employment Law Matters to Increase the Not-To-Exceed Amount by $250,000, for a New Total Not-To-Exceed Amount of $300,000.”

9.6 Notice of Decision – Planning Commission Decision of a Conditional Use Permit (CUP) and Tentative Parcel Map (TPM) to convert a four-unit housing development to condominiums located at 327-333 Laurel Avenue. 128

Recommendation:
Staff recommends approval of the Conditional Use Permit and Tentative Parcel Map to convert four existing detached single-family homes on one property to condominiums, subject to the recommended conditions in the attached Planning Commission Resolution No. 2026-09, and determine that the project is exempt from CEQA. The project is consistent with the General Plan, Land Use Code, and Subdivision Ordinance.

9.7 Notice of Decision – Planning Commission Decision of a Conditional Use Permit (CUP) and Coastal Development Permit (CDP) for Auto Body Repair and Paint (Caliber Collision Center) to be Located at 402 West 35th Street, Suites A & C. 239

Recommendation:
Staff recommends approval of the Conditional Use Permit and Coastal Development Permit for Auto Body Repair and Paint (Caliber Collision Center), subject to the recommended conditions in the attached Planning Commission Resolution No. 2026-10, and a determination that the project is exempt from CEQA. The project is consistent with the General Plan, Land Use Code, and Local Coastal Program.

9.8 Notice of Decision – Planning Commission Decision of a Conditional Use Permit (CUP) for Off- Sale Beer, Wine, and Distilled Spirits at a Convenience Store Located at 2945 Highland Avenue. 282

Recommendation:
Staff Recommends Approval of the Conditional Use Permit (CUP) Request for the ABC Type 21 Off-Sale License for Beer, Wine, and Distilled Spirits at an Existing Gas Station Convenience Store (Party Time Market), Subject to the Recommended Conditions in the Attached Planning Commission Resolution No. 2026-08, and a Determination that the Project is Exempt from CEQA.

9.9 Project Close-Out and Notice of Completion for the Central Community Mobility Enhancements Project, CIP No. 19-23. 336

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Accepting the Work Performed by Aster Construction Services for the Central Community Mobility Enhancements Project, CIP No. 19-23; 2) Approving the Final Contract Amount of $2,058,671.99; 3) Ratifying the Release of Retention in the Amount of $102,933.60; and 4) Authorizing the Mayor to Sign the Notice of Completion.”

9.10 Purchase of Five (5) Type III Advanced Life Support Ambulances for the Fire Department. 346

Recommendation:
Adopt a Resolution Entitled: “Resolution of the City Council of the City of National City, California, 1) Waiving of the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.260 Regarding Cooperative Purchasing and Authorizing the City to Piggyback onto Houston-Galveston Area Council (HGACBuy) Contract No. AM10-23 with Braun Northwest, Inc. for the Purchase of Five (5) 2027 North Star Type III Advanced Life Support Ambulances in an Amount Not to Exceed $1,459,951.50, and 2) Authorizing the Establishment of an Appropriation in the Amount of $1,460,000 in the Ambulance Transport Services Enterprise Fund and a Corresponding Appropriation in the Vehicle Acquisition Fund.”

9.11 Investment Transactions for the Month Ended July 31, 2026. 383

Recommendation:
Accept and File the Investment Transaction Ledger for the Month Ending July 31, 2026.

9.12 Warrant Register No. 5 for the Period of 7/24/26 through 7/30/26 in the Amount of $6,025,255.35 397

Recommendation:
Ratify Warrants Totaling $6,025,255.35.

9.13 Warrant Register No. 6 for the Period of 7/31/26 through 8/6/26 in the Amount of $3,435,624.34 406

Recommendation:
Ratify Warrants Totaling $3,435,625.34

9.14 Warrant Register No. 7 for the Period of 8/7/26 through 8/13/26 in the Amount of $3,286,152.10 417

Recommendation:
Ratify Warrants Totaling $3,286,152.10.

9.15 Approval of Subscription Agreement with eScribe Software USA, Inc. 425

Recommendation:
Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Waiving the Bid Process Pursuant to National City Municipal Code Section 2.60.260 and Authorizing the Mayor to Execute a Subscription Agreement with eSCRIBE Software USA, Inc. for Management Software and Related Services in an Initial Annual Amount of $29,502.81.”

10. CONTINUED PUBLIC HEARING

10.1 Public Hearing (Second Reading): Ordinance for Adoption – Industrial Wastewater Pretreatment per Metropolitan Sewerage System Administrative Agreement No. 1. 454

Recommendation:
Hold the Public Hearing and Adopt the Ordinance Entitled, “An Ordinance of the City Council of the City of National City, California, Amending Chapter 14.06 – Sewer Connections, and Chapter 14.24 – Fats, Oils and Grease Discharge Control of Title 14 of the National City Municipal Code.”

10.2 Public Hearing – Amendment of Chapter 10.70 (Police Regulated Businesses) and 10.79 (Massage Establishments) of the National City Municipal Code Related to Massage Establishments. 476

Recommendation:
Hold the Public Hearing and Adopt the Ordinance Entitled, “An Ordinance of the City Council of the City of National City, California, Amending Sections 10.70.080 (Suspensions And Revocation), 10.70.100 (Inspection of Premises), 10.79.060 (Minimum Facilities Required), and 10.79.120 (Inspection by Officials) of the National City Municipal Code Related to Massage Establishments.”

11. CITY MANAGER’S REPORT

12. ELECTED OFFICIALS REPORT

12.1 POLICY NO. 105 REQUEST - Suspension or Elimination of Council Budgets Requested by Councilmember Bush and Vice Mayor Molina 483

13. CITY ATTORNEY REPORT

14. ADJOURNMENT

CALIFORNIA
NATIONAL CITY
1887
INCORPORATED

PROMOTION



ANALLELY LUNA HERNANDEZ

HUMAN RESOURCES ANALYST II

Congratulations!

El Niño Storm Preparation Inter-Departmental Plan



CALIFORNIA
NATIONAL CITY
1887
INCORPORATED

El Niño Storm – Background & City Objective

PRE-STORM PREPARATION

- **Lessons from the 2024 floods:** underscore the need for early preparation and coordinated action.
- **Winter 2026–27 planning is underway:** across City departments to strengthen readiness before significant storms occur.
- **Pre-storm priorities:** reduce flood impacts, prepare City infrastructure and resources, and help residents take action before rainfall.
- **Response priorities:** protect life and property, maintain essential services, and coordinate an effective Citywide response.
- **Recovery priorities:** rapidly assess damage, restore services, manage debris, and pursue eligible disaster reimbursement.
- **City Objective:** ***Stay Informed. Be Prepared. Stay Safe.***

Emergency Management

PRE-STORM PREPARATION

- Emergency Operations Center (EOC) Staff Training
- EOC Grant Funded Enhancements
- Sandbags Availability
- Disaster Debris Management Plan
- Shelter Readiness
- Team Rubicon/County CERT Training Opportunities
- Metro Zone Partners – Preparedness and Coordination Meetings

POST-STORM RESPONSE

- Damage Assessment and Reimbursement Process

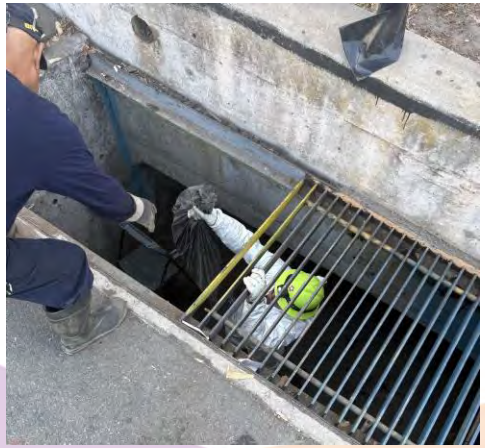
Engineering & Public Works



THE CITY'S STORMWATER SYSTEM

- 855 STORM DRAIN BOXES / CATCH BASINS
- 19 MILES OF CHANNELS (6 MILES FLOOD ZONES)
- OVER 40 CROSS GUTTERS – 1,700 FEET
- 2 STORM DRAIN PUMP STATIONS











Engineering & Public Works

PRE-STORM PREPARATION

- Education and outreach – Engineering team sending letters to all properties within flood hazard zones per FEMA maps, providing information to PIO distribution
- "Storm Prep Event" – inter-departmental coordination, planning support, procuring sand/bags
- CIPs and Developments – managing City projects and inspecting private projects for storm readiness and compliance
- Equipment and materials – advance purchase and/or preparation of tools, equipment and supplies anticipated to be needed for response and cleanup
- Facilities division is ensuring City buildings are in good condition (envelope, roofs/gutters, drains, entryways, windows) and ready for rain events (sand bags, tarps, door mats)
- Parks crew focused on identifying and trimming or removing trees as needed and where potential hazards are evident, groundskeeping and clearing athletic fields

Engineering & Public Works

PRE-STORM PREPARATION (continued)

- Inspection, maintenance, cleaning and repairs – of City infrastructure including channels, culverts, inlets, gutters, and stormwater pipes
    - Weekly, on-going priority since August for Streets & Wastewater team

POST-STORM RESPONSE

- Clean-up – runoff silt and debris in streets & channels, remove downed trees
    - Activate staff, contractors and partners for "all hands" approach
- Emergency Repairs – to City buildings and other facilities and infrastructure, focused on stabilizing for function and safety
- Permanent Repairs – begins with assessment, design and construction process can take up to 9 to 18 months depending on scope

Community Development

PRE-STORM PREPARATION

- **Routine Culvert Inspections**: Weekly proactive checks of drainage channels / low-lying areas for encampments and flood hazards.
- **Coordinated Debris Cleanups**: Partner with EPW & NCPD to clear blockages and trash so storm runoff can drain freely.
- **Early Severe-Weather Outreach**: Mobilize field teams ahead of major storms to warn individuals in flood-prone areas of flash-flood dangers.
- **Shelter Outreach & Placement**: Coordinate with regional shelter providers to identify open beds and facilitate placement and transportation where available.

POST-STORM RESPONSE

- **Follow-Up Safety Sweeps**: Re-check channels immediately after storms to ensure vulnerable individuals are safe and to report new debris or blockages.

Housing Authority

Support Outreach and Cleanup Efforts

- Provide outreach and cleanup activities in flood-prone communities
- Prioritize vulnerable populations and special needs residents
- Coordinate with mobilehome park owners and managers
- Recruit and organize volunteer groups
- Partner with SDSU SAGE faculty and students to support community engagement and cleanup efforts

Leverage Funding

Leverage grant funds:

- Flood Awareness Campaign
- Clean-ups
- Workforce development programs
- Sandbagging
- Support services & recovery resources

Partnership & Recovery Coordination

Engage with ***San Diego Voluntary Organizations Active in Disaster ("SD VOAD")*** to coordinate recovery resources and services

- Support community relief and recovery planning efforts
- Connect residents to behavioral health and case management
- Facilitate case management and community-based assistance
- Help disaster-impacted households access critical recovery resources

Inter-Municipal Workshop/Sessions

Invite working-level staff from different cities to review plans/agreements and what we learned from the 2024 floods.

Housing Authority

Piggyback on Agreements

Piggyback on existing contracts previously bid and awarded by another public entity for motels/hotels and wrap-around service providers to eliminate the duplicate Request for Proposal (RFP) process, save admin costs, and maximize our scarce resources and funding.

Prepare Relocation Plans

Update/review relocation plans with key field and admin staff:

Field Staff

- Code Enforcement
- Homeless
- Fire
- Police

Administrative Staff:

- Risk Manager
- City Attorney's Office
- Finance

Fire

1.Flood and Swiftwater Readiness

2.Strengthen Incident Management Planning

3.Pre Plan threatened areas throughout National City and Lincoln Acres

4. Determine areas that may experience Debris Flow or Landslides

5. Develop a Plan for Increasing Staffing

6. Expand Community Risk Reduction Through Education

7. Develop Forecast-Based Trigger Points

Police

Preparation:

- Work in collaboration with Public Works in clearing out tunnels and encampments
- Work with Code Enforcement and HOME team to raise awareness within our unhoused population of the risks.

Police

During a major incident:

•Establish a unified command with the fire department, and other departments to provide the necessary resources.

•The police department will increase staffing for the event

•Shift from normal policing to emergency response and public safety

•Traffic control in known flooded routes

•Protect evacuated areas

•Maintaining adequate policing for other emergencies and calls for service in the community.

•Utilize our upgraded dispatch systems to provide up to date messaging to our community.

Public Information

- **Use key messaging to educate the public through social media**
  - Share practical resources including checklists, action steps, safety tips, etc.
  - Show how the City is preparing through videos, photos and updates highlighting PW, Fire, etc.
  - Use consistent key messaging to emphasize preparation and storm safety (paid ads if necessary)
    - National City: Be Storm Ready
    - Stay informed. Be prepared. Stay safe.
    - Preparedness is a shared responsibility: Together, we can help National City be storm ready.

Public Information

- **Create a centralized hub on the City website: nationalcityca.gov/bestormready**
  - Provide information including background and potential impacts, maintain site with timely and consistent information
  - Include resources and contacts, including City services, emergency information and links to regional and community partners (AlertSanDiego, FEMA, SDG&E Outage Map, National Weather Service, etc.)
  - Offer materials, including graphics, checklists and downloadable/printable handouts



National City: Be Storm Ready

The City of National City is preparing for the potential impacts of El Niño and severe winter weather, and we encourage residents and businesses to prepare with us.

Periods of heavy rainfall can overwhelm drainage systems, cause localized flooding, create hazardous roadway conditions and lead to other storm-related impacts. Preparing before a storm arrives can help protect your family, home, business and community.

Stay informed. Be prepared. Stay safe.

To access, share or print official National City 'El Nino: Be Storm Ready' flyers, click here.

- What is El Niño? +
- What Could National City Experience? +
- How is the City Preparing? +
- Prepare Your Family +
- Prepare Your Home & Property +

Public Information

- **Engage and prepare residents through City-sponsored events**
  - Capitalize at City events by providing information regarding the storm and preparation (Fire Open House, Community Clean-Up events, City Manager First-Friday Coffee)
  - Host a storm-preparedness event to proactively provide information and sandbags to residents
  - Consider a community workshop to educate the public about potential impacts, provide resources and explain the City's response efforts
- **Activate communication reach via community partners**
  - Provide local partners with ready-to-share materials for their networks and audiences
    - Including social media graphics, ready to post captions, and flyers (Mile of Cars, SWC, Chamber of Commerce, etc.)
    - Use digital billboards adjacent to freeways (MOC)
  - Utilize County and State resources (LISTOS, 211, FEMA, etc.)


NATIONAL CITY
CALIFORNIA • 1887
SAVE THE DATE
BE STORM READY
Storm Preparedness Fair
SATURDAY, OCTOBER 24, 2026
10 AM–2 PM
National City Public Library Parking Lot
(Adjacent to the basketball courts)
FREE SANDBAGS
FOR NATIONAL CITY RESIDENTS
5 SANDBAGS PER HOUSEHOLD
Bring proof of National City residency:
identification, driver's license, or a recent utility bill.
STAY INFORMED. BE PREPARED. STAY SAFE.
WWW.NATIONALCITYCA.GOV/BESTORMREADY
@CITYOFNATIONALCITY

Next Steps

AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, October 6, 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 August 18, 2026 – Closed Session
Regular City Council Meeting of August 18, 2026
Special City Council Meeting of August 27, 2026 – Closed Session
Regular City Council Meeting of September 1, 2026
Special City Council Meeting of September 9, 2026 – Closed Session
Special City Council Meeting of September 15, 2026 – Closed Session
Regular City Council Meeting of September 15, 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 August 18, 2026 – Closed Session – Minutes
Exhibit B - Regular City Council Meeting of August 18, 2026 – Minutes
Exhibit C - Special City Council Meeting of August 27, 2026 – Closed Session – Minutes

Exhibit D - Regular City Council Meeting of September 1, 2026 – Minutes
Exhibit E - Special City Council Meeting of September 9, 2026 – Closed Session – Minutes
Exhibit F - Special City Council Meeting of September 15, 2026 – Closed Session – Minutes
Exhibit G - Regular City Council Meeting of September 15, 2026 – Minutes

SPECIAL MEETING MINUTES OF THE CITY COUNCIL

CLOSED SESSION

August 18, 2026, 4:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Present:	**Councilmember Bush** **Councilmember Rodriguez** **Councilmember Yamane** **Vice-Mayor Molina** **Mayor Morrison**
Others Present:	**Douglas J. Schulze, City Manager** **Heidi Skinner, City Attorney** **Shelley Chapel, City Clerk** *(via Zoom)* **Tonya Hussain, Deputy City Clerk**

---

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: Bush, Rodriguez, Yamane, Molina, Morrison

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Bush led the Pledge of Allegiance.

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

The Mayor allowed two (2) minutes for each public comment.

In-Person Public comment was received from Maria Severson, Mica Polanco, Luisa McCarthy, Doyle Morrison, Alisha Morrison

Written Public Comment was received by Alisha Morrison for item 5.5

5. CLOSED SESSION

All members retired into Closed Session at 4:26 p.m. and returned at 5:51 p.m. with Bush, Rodriguez, Yamane, Morrison, Schulze, and Skinner present. Vice-Mayor Molina did not return to the Council Chamber.

Special Counsel Stacy Bicker was present in Closed Session from 4:27 p.m. to 4:37 p.m.

5.1 LIABILITY CLAIM
Pursuant to Government Code Section 54954.5
WORKERS COMPENSATION CLAIM NO. 22-162137
WCAB No. ADJ15768941
Claimant: Steven Cesnauskas

5.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Pursuant to paragraph (1) of subdivision (d) of Section 54956.9
Eden Cortez, Plaintiff, v. City of National City; National City Police Officer Seagal; National City Police Officer Hirsch; National City Police Officer Palma, and Does 1-10,inclusive; United Stated District Court, Southern District of California, Case No. 25cv3144-W-SBC

5.3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Pursuant to paragraph (1) of subdivision (d) of Section 54956.9
Nethers, Josephine, et al. v. City of National City, et al.
San Diego Superior Court Case No.: 25CV023984C

5.4 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8
a. Property – 999 National City Boulevard, National City, CA 91950
b. Agency Negotiator – Douglas Schulze
c. Negotiating Parties – The City of National City; Southwestern College
d. Under Negotiation – potential disposition and development of the property(ies)

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

6. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, August 18, 2026, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The Special Meeting was continued to the end of the August 18, 2026 Regular Meeting held at 6:00 p.m. At the Closed Session Meeting the City Council determined they would return for a Special Meeting to hear Item 5.5 to a date to be agreed to by all.

Motion passed with Councilmember Bush and Vice-Mayor Molina voting no.

_____

Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of October 6, 2026.

_____

Ron Morrison, Mayor

REGULAR MEETING MINUTES OF THE CITY COUNCIL

August 18, 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 *(6:22 p.m. arrival)*
Mayor Morrison

Others Present:
Doug Schulze, City Manager
Heidi Skinner, City Attorney
Shelley Chapel, City Clerk *(via Zoom)*
Rachelle Barrera, Acting Director of Finance
Eric Brown, IT Technician
Jeremy Day, Battalion Chief
Robert Drew, Fire Division Chief
Danielle Ghio, Director of Library Services
Alejandro Hernandez, Interim City Manager/Police Chief
Tonya Hussain, Deputy City Clerk
Martha Juarez, Acting Director of Engineering/Public Works
Mike Pacheco, Director of Community Services
Martin Reeder, Director of Community Development
Rex Sanders, Interim Director of Human Resources
Ron Williams, IT Manager

---

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 *(6:22 p.m. arrival),* 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.

Mayor Morrison announced that the meeting would be adjourned in memory of community leader Abel Bernal.

Brian Clapper and the son of Abel Bernal spoke in his memory.

4. INVOCATION

None.

Councilmember Rodriguez left the dais at 6:16 p.m. and returned 6:19 p.m.

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
Luisa McCarthy
Micaela Polanco
Doyle Morrison
Jennifer Sanchez
Sherry Gogue

Written Public Comment:
Jennifer Sanchez

6. PROCLAMATIONS AND RECOGNITION

6.1 Introduction of New Hires and Promotions of City Employees

Mayor Morrison introduced the item. Police Chief Alex Hernandez, Acting Director of Engineering/Public Works Martha Juarez, IT Manager Ron Williams, and Battalion Chief Jeremy Day introduced new members of department staff.

Written Public Comment received from Ted Godshalk.

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

7.1 A Reason To Survive (A.R.T.S.) Annual Report

Community Services Manager Mike Pacheco introduced outgoing ARTS Executive Director Olimpia Vazquez who introduced new Executive Director Marisal Alvarado and provided a PowerPoint Presentation.

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

Councilmember Bush provided an update on the San Diego County Air Pollution Control District meeting.

In-person comment received from Cesar Javier.

9. CONSENT CALENDAR

Motion by Councilmember Yamane, seconded by Councilmember Bush to approve Consent Calendar Items with the exception of Items 9.2, 9.3, 9.4 and 9.8 through 9.11 pulled for public comment.

Motion carried by unanimous vote.

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

Motion carried by unanimous vote.

Pulled for public comment.

9.2 Fourth Amendment with San Diego Mechanical and Energy, Inc. for Facilities HVAC and Related Services

Adopted Resolution No. 2026-102.

Public comment was received from Thomas Rike.

Recommendation: Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute a Fourth Amendment to the Agreement with San Diego Mechanical & Energy, Inc. to Extend the Agreement by One Year to June 30, 2027.”

ACTION: Motion by Councilmember Yamane, seconded by Vice-Mayor to approve the staff recommendation for Agenda Items 9.2, 9.3, 9.4, 9.8, 9.9, 9.10, and 9.11

Motion carried by unanimous vote.

Pulled for public comment.

9.3 Fourth Amendment to the Agreement with Southwest Traffic Signal Service, Inc. for Traffic Signal and Streetlight Maintenance Services

Adopted Resolution No. 2026-103.

Public comment was received from Thomas Rike.

Recommendation: Adopt Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute a Fourth Amendment to the Agreement with Southwest Traffic Signal Service, Inc. to Extend the Agreement by One Year to June 30, 2027**"**

ACTION: Motion by Councilmember Yamane, seconded by Vice-Mayor to approve the staff recommendation for Agenda Items 9.2, 9.3, 9.4, 9.8, 9.9, 9.10, and 9.11

Motion carried by unanimous vote.

Pulled for public comment.

9.4 Fourth Amendments to Extend Terms of the On-Call Consultant Agreements for City's Capital Improvement Program (CIP)

Adopted Resolution No. 2026-104.

Public comment was received from Thomas Rike.

Recommendation: Adopt a Resolution Entitled, "Resolution of the City of National City, California, Authorizing the Mayor to Execute Fourth Amendments to the Agreements with Verdantas, Inc., Successor to Leighton Consulting, Inc., and Ninyo & Moore Geotechnical & Environmental Sciences Consultants to Extend the Agreements to February 28, 2027.

ACTION: Motion by Councilmember Yamane, seconded by Vice-Mayor to approve the staff recommendation for Agenda Items 9.2, 9.3, 9.4, 9.8, 9.9, 9.10, and 9.11

Motion carried by unanimous vote.

9.5 Setting the FY 2027 Property Tax Rate for Library General Obligation Bonds

Adopted Resolution No. 2026-105.

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Setting the Fiscal Year 2027 Secured Property Tax Rate for the Library General Obligation Bonds at 0.263 cent (0.00263%) per $100 of Assessed Valuation."

Motion carried by unanimous vote.

9.6 The State of California Supplemental Law Enforcement Services Funds (SLESF)/Citizen's Option for Public Safety (C.O.P.S.) Grants Awarded to the National City Police Department (NCPD) for Fiscal Years 2024 through 2026.

Adopted Resolution No. 2026-106.

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Establishment of Appropriations Totaling $582,359.03 and Corresponding Revenue Budgets in the Supplemental Law Enforcement Services Fund from Funds Received through the Citizens' Option for Public Safety (C.O.P.S) Grant Program for Fiscal Years 2024 through 2026."

Motion carried by unanimous vote.

9.7 Temporary Use Permit – Pumpkin Station Hosted by Pinery Christmas Trees, Inc. at Westfield Plaza Bonita Mall from September 25, 2026 through October 31, 2026 with No Waiver of Fees.

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

Motion carried by unanimous vote.

Pulled for public comment.

9.8 Warrant Register No. 49 for the Period of 5/29/26 through 6/04/26 in the Amount of $4,623,710.00

Public comment was received from Thomas Rike.

Recommendation: Ratify Warrants Totaling $4,623,710.00

ACTION: Motion by Councilmember Yamane, seconded by Vice-Mayor to approve the staff recommendation for Agenda Items 9.2, 9.3, 9.4, 9.8, 9.9, 9.10, and 9.11

Motion carried by unanimous vote.

Pulled for public comment.

9.9 Warrant Register No. 50 for the Period of 6/05/26 through 6/11/26 in the Amount of $1,585,108.43

Public comment was received from Thomas Rike.

Recommendation: Ratify Warrants Totaling $1,585,108.43.

ACTION: Motion by Councilmember Yamane, seconded by Vice-Mayor to approve the staff recommendation for Agenda Items 9.2, 9.3, 9.4, 9.8, 9.9, 9.10, and 9.11

Motion carried by unanimous vote.

Pulled for public comment.

9.10 Warrant Register No. 51 for the Period of 6/12/26 through 6/18/26 in the Amount of $2,883,450.32

Public comment was received from Thomas Rike.

Recommendation: Ratify Warrants Totaling $2,883,450.32.

ACTION: Motion by Councilmember Yamane, seconded by Vice-Mayor to approve the staff recommendation for Agenda Items 9.2, 9.3, 9.4, 9.8, 9.9, 9.10, and 9.11

Motion carried by unanimous vote.

Pulled for public comment.

9.11 Warrant Register No. 52 for the Period of 6/19/26 through 6/25/26 in the Amount of $765,104.31

Public comment was received from Thomas Rike.

Recommendation: Ratify Warrants Totaling $765,104.31.

ACTION: Motion by Councilmember Yamane, seconded by Vice-Mayor to approve the staff recommendation for Agenda Items 9.2, 9.3, 9.4, 9.8, 9.9, 9.10, and 9.11

Motion carried by unanimous vote.

10. STAFF REPORTS

10.1 League of California Cities Annual Conference – Designation on Voting Delegate and Alternate(s)

Adopted Resolution No. 2026-107.

Public comment was received from Cesar Javier.

Recommendation: Adopt a Resolution Entitled, Resolution of the City Council of the City of National City, California, Designating a Voting Delegate and up to Two Alternates to Represent the City of National City at the 2026 League of California Cities Annual Conference and Expo."

ACTION: Motion by Councilmember Yamane, seconded by Vice-Mayor Molina to adopt the resolution and appoint City Manager Doug Schulze as Voting Delegate and Councilmember Marcus Bush as Alternate.

Motion carried by unanimous vote.

10.2 Presentation of Tyler Technologies' Priority Based Budgeting Solution and Services

City Manager Doug Schulze introduced the item.

Tyler Technologies Senior Director of Product Strategy Chris Kabian and Account Executive Jason Frink provided a PowerPoint Presentation.

Councilmember Bush left the dais at 7:34 p.m. and returned at 7:37 p.m.

Councilmember Rodriguez left the dais at 8:03 p.m. and returned at 8:05 p.m.

Public Comment:
Cesar Javier
Thomas Rike
Cynthia Fuller Quinonez
Edward Nieto
Micaela Polanco

Written public comment was received from Ted Godshalk.

Recommendation: Receive the Presentation Regarding Tyler Technologies' Priority Based Budgeting (PBB) Software Solution, and Authorize the City Manager to Execute a Contract Amendment with Tyler Technologies to Add the Priority Base Budgeting Module in an Amount Not-to-Exceed $250,000."

ACTION: Motion by Mayor Morrison, seconded by Vice-Mayor Molina for the item to return at the next City Council meeting with a white paper, expanded report, terms of the contract, and the burden on staff to implement and maintain the program.

Motion carried by unanimous vote.

11. CITY MANAGER'S REPORT

No report.

12. ELECTED OFFICIALS REPORT

Closing remarks were provided by members of the City Council.

13. CITY ATTORNEY REPORT

City Attorney Heidi Skinner announced the return back into Closed Session from the earlier meeting to continue the discussion.

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Yamane to continue the Closed Session meeting to future date.

Motion carried by 3-2 vote.

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

City Attorney Skinner reported out that there was no reportable action on Closed Session items 5.1, 5.2, and 5.3.

On Item 5.4, the City Council voted unanimously to enter into negotiations.

Item 5.5 was not heard in Closed Session and was continued to a future meeting.

CLOSED SESSION

5.1 LIABILITY CLAIM

Pursuant to Government Code Section 54954.5
WORKERS COMPENSATION CLAIM NO. 22-162137
WCAB No. ADJ15768941
Claimant: Steven Cesnauskas

5.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.

Pursuant to paragraph (1) of subdivision (d) of Section 54956.9
Eden Cortez, Plaintiff, v. City of National City; National City Police Officer Seagal; National City Police Officer Hirsch; National City Police Officer Palma, and Does 1-10, inclusive; United Stated District Court, Southern District of California, Case No. 25cv3144-W-SBC

5.3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to paragraph (1) of subdivision (d) of Section 54956.9
Nethers, Josephine, et al. v. City of National City, et al.
San Diego Superior Court Case No.: 25CV023984C

5.4 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

a. Property – 999 National City Boulevard, National City, CA 91950
b. Agency Negotiator – Douglas Schulze
c. Negotiating Parties – The City of National City; Southwestern College
d. Under Negotiation – potential disposition and development of the property(ies)

5.5 SIGNIFICANT EXPOSURE TO LITIGATION

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

14. ADJOURNMENT

Mayor Morrison adjourned the meeting in honor of Abel Bernal to the Regular Meeting of the City Council of the City of National City, Tuesday, September 1, 2026, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 9:19 p.m.

_____

Tonya Hussain, CMC, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of October 6, 2026.

_____

Ron Morrison, Mayor

SPECIAL MEETING MINUTES OF THE CITY COUNCIL

August 27, 2026, 3:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Present:	**Councilmember Yamane**
	Councilmember Rodriguez *(3:02 p.m. arrival)*
	Councilmember Bush
	Vice-Mayor Molina *(3:02 p.m. arrival)*
	Mayor Morrison
Others Present:	**Doug Schulze, City Manager**
	Heidi Skinner, City Attorney
	Tonya Hussain, Deputy City Clerk

---

1. CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 3:00 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

Councilmembers present: Yamane, Rodriguez *(3:02 p.m. arrival)*, Bush, Molina *(3:02 p.m. arrival)*, Morrison

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Bush led the Pledge of Allegiance.

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

The Mayor allowed one minute for each public comment.

In-Person Comment:
Paulina Perez

Micaela Polanco
Michael Aguirre
Alisha Morrison
Doyle Morrison

Written Public comment:
Alexander Gutterud

5. CLOSED SESSION

Members retired into Closed Session at 3:08 p.m. with all members present in attendance: Yamane, Rodriguez, Bush, Molina, Morrison, Schulze, and Skinner. At 3:53 p.m. Mayor Morrison and Councilmember Rodriguez left the Closed Session and returned at 4:19 p.m.

All members returned from Closed Session at 4:24 p.m.

Attorney Skinner reported that no reportable action was taken.

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

6. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, September 1, 2026, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 4:26 p.m.

_____
Tonya Hussain, CMC, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of October 6, 2026.

_____
Ron Morrison, Mayor

REGULAR MEETING MINUTES OF THE CITY COUNCIL

September 1, 2026, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Present:	**Councilmember Yamane**
	Councilmember Rodriguez *(arrived at 6:03 p.m.)*
	Councilmember Bush
	Vice-Mayor Molina
	Mayor Morrison
Others Present:	**Doug Schulze, City Manager**
	Heidi Skinner, City Attorney
	Shelley Chapel, City Clerk
	Tonya Hussain, Deputy City Clerk
	Martin Reeder, Director of Community Development
	Alejandro Hernandez, Police Chief
	Martha Juarez, Acting Director of Engineering/Public Works
	Steve Manganiello, Acting Deputy City Manager
	Danielle Ghio, Director of Library Services

---

1. CALL TO ORDER

A Regular Meeting of the City Council of the City of National City was called to order at 6:02 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

Councilmembers present: Yamane, Rodriguez *(arrived at 6:03 p.m.)*, Bush, Molina, Morrison

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

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Rodriguez led the Pledge of Allegiance.

4. INVOCATION

Invocation delivered by National City Clergy Association President Pastor Eddie Duenas.

Mayor Morrison announced that Items 6.1 and 10.1 would be pulled from the agenda and heard at the City Council meeting of September 15, 2026.

Mayor Morrison announced that the meeting would be adjourned in memory of previous Planning Commissioner Bill Sendt.

5. PUBLIC COMMENT

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

In-Person Comment:
JoAnn Fields
Ed Nieto
Micaela Polanco

Virtual Comment:
Madison Rapp
Rebecca Rapp

6. PROCLAMATIONS AND RECOGNITION

Item pulled from the agenda.

6.1 Introduction of New Hires and Promotions of City Employees

6.2 Proclamation for National Senior Center Month

Mayor Morrison introduced Director of Community Services Mike Pacheco. Recreation Supervisor Zaide Jurado, Community Services staff, and community members accepted the proclamation.

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

Councilmember Yamane provided an update on the Sweetwater Authority groundbreaking ceremony for the Sweetwater Reservoir Aeration/Destratification System.

Vice-Mayor Molina reported that she would attend an upcoming SANDAG Audit Committee meeting and Board of Directors Meeting.

Mayor Morrison provided an update on San Diego County Water Authority rates, water transfers, and water sales.

8. CONSENT CALENDAR

Motion by Councilmember Yamane, seconded by Councilmember Rodriguez to approve Consent Calendar Items with the exception of Items 8.3, 8.4, 8.9, and 8.10 pulled for public comment.

Motion carried by unanimous vote.

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

Motion carried by unanimous vote.

8.2 Approval of City Council Meeting Minutes – June 30, July 21, and August 4, 2026, Special City Council Meeting Workshop June 30, 2026. and Cancellation Notice of City Council Meetings July 7, July 21, and August 4, 2026.

Approve and File.

Motion carried by unanimous vote.

Item pulled for public comment.

8.3 Approval of an Agreement Amendment with Burke, Williams & Sorensen, LLP for Legal Services in Connection with Case Titled Cummins v. the City of National City.

Adopted Resolution No. 2026-109.

Public comment:
Thomas Rike
Micaela Polanco

Recommendation: Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Amending the Agreement between the City of National City and Burke, Williams & Sorensen, LLP, for Legal Services in Connection with Case Titled Cummins v. the City of National City – Appeal by Increasing the Not-to-Exceed Amount by $75,000 for a New Total Not-to-Exceed Amount of $250,000.”

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

Motion carried by unanimous vote.

Item pulled for public comment.

8.4 Approval of Eleventh Amendment to the Agreement Between the City of National City and American Medical Response Ambulance Service, Inc. for Ambulance Transportation Services.

Adopted Resolution No. 2026-110.

Public comment received from Thomas Rike.

Recommendation: Adopt a Resolution Entitled “Resolution of the City Council of the City of National City, California, Approving and Authorizing the Mayor to Execute the Eleventh Amendment to the Agreement by and Between the City of National City and American Medical Response Ambulance Service, Inc. to Continue to Provide Basic and Advance Life Support Ambulance Transportation Services Effective September 1, 2026 Through August 31, 2027.”

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

Motion carried by unanimous vote.

8.5 Dispense with Certain City Council Meetings Scheduled for November 2026, December 2026, and January 2027, Pursuant to City Council Policy No. 104.

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

Motion carried by unanimous vote.

8.6 Installation of Red Curb “No Parking” Adjacent to 2000 McKinley Avenue to Improve Visibility and Turning Clearance.

Adopted Resolution No. 2026-111.

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Installation of Red Curb “No Parking” Adjacent to 2000 McKinley Avenue to Improve Visibility and Turning Clearance.”

Motion carried by unanimous vote.

8.7 Notice of Completion for the FY 24 and FY 25 ADA Improvements Project, CIP No. 24-04.

Adopted Resolution No. 2026-112.

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Accepting the Work Performed by Aster Construction Services for the FY 24 and FY 25 ADA Improvements Project, CIP No. 24-04; 2) Ratifying Change Order Work in the Amount of $54,409.30; 3) Approving the Final Contract Amount of $1,193,731.90; 4) Ratifying the Release of Retention in the Amount of $59,686.60; and 5) Authorizing the Mayor to Sign the Notice of Completion.”

Motion carried by unanimous vote.

Councilmember Bush left the dais at 6:41 p.m. and returned at 6:42 p.m.

8.8 Semi-Annual Report – Boards, Commissions, and Committees Attendance Report – Includes First and Second Quarters of Calendar Year 2026.

Public comment was provided by Micaela Polanco.

Staff recommends the removal of members Joseph Crawford and Jesus Hizon from the Park, Recreation & Senior Citizens Advisory Committee for unexcused absences from six of the six meetings held, pursuant to City Council Policy No. 107. Provide staff direction.

Motion carried by unanimous vote.

Vice-Mayor Molina left the dais at 6:42 p.m. and returned at 6:43 p.m.

Item pulled for public comment.

8.9 Warrant Register No. 1 for the Period of 6/26/26 through 7/02/26 in the Amount of $5,215,256.62

Public comment was received from Thomas Rike.

Recommendation: Ratify Warrants Totaling $5,215,256.62.

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Bush to ratify the warrants for Agenda items 8.9 and 8.10.

Motion carried by unanimous vote.

Item pulled for public comment.

8.10 Warrant Register No. 2 for the Period of 7/03/26 through 7/09/26 in the Amount of $3,821,128.25

Public comment was received from Thomas Rike.

Recommendation: Ratify Warrants Totaling $3,821,128.25.

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Bush to ratify the warrants for Agenda items 8.9 and 8.10.

Motion carried by unanimous vote.

9. PUBLIC HEARING

9.1 Public Hearing – Approving a Conditional Use Permit for the On-Site Sale of Beer, Wine, and Distilled Spirits (ABC Type-47) and Live Entertainment at an Existing Restaurant (Manila Bistro) Located at 933 South Harbison Avenue.

Adopted Resolution No. 2026-113.

Mayor Morrison announced that he would recuse from the item due to the close proximity of the business to his residence.

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

Director of Community Development Martin Reeder provided a PowerPoint presentation.

Councilmember Bush and Yamane disclosed that they had spoken to the applicant previously.

Vice-Mayor Molina opened the Public Hearing at 7:03 p.m.

Public Comment:
Anthony Miranda
JoAnn Fields
Joe Jaboro

Registered a position in favor but did not wish to speak:
Randy Rulloda
Victor Galan
Joan Miranda

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

Motion carried.

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

Public Hearing closed at 7:27 p.m.

Recommendation: Hold the Public Hearing and Adopt the Resolution Entitled: "Resolution of the City Council of the City of National City, California, Determining that the Project is Categorically Exempt from the California Environmental Quality Act (CEQA) Under Class 1 of the CEQA Guidelines Section 15301 (Existing Facilities) and Approving a Conditional Use Permit for the On-site Sale of Beer, Wine, and Distilled Spirits (ABC Type-47) and Live Entertainment at an Existing Restaurant (Manila Bistro) Located at 933 South Harbison Avenue."

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

Motion carried.

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

10. STAFF REPORTS

Item pulled from the agenda and continued to the City Council meeting of September 15, 2026.

10.1 Agreements for Towing and Impound Services.

Adopt the Resolution Entitled," Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute Agreements with Cortes Towing Enterprises Inc., and Tony's Auto Center Inc dba Tony's Auto Center for Towing and Impound Services, with Initial Terms of October 1, 2026 – September 30, 2029."

10.2 Business and Fiscal Sustainability Plan FY 2027 – 2031.

Adopted Resolution No. 2026-115.

City Manager Doug Schulze provided a PowerPoint presentation.

Public comment:
Ed Nieto
Alisha Morrison
Doyle Morrison
Jacobb Castrejon
Micaela Polanco

Written Public comment:
Ted Godshalk

Recommendation: A motion to approve the Business and Fiscal Sustainability Plan FY2027 – 2031.

ACTION: Motion by Vice-Mayor Molina, seconded by Councilmember Yamane

Motion carried by unanimous vote.

10.3 Amendment to Tyler Technologies, Inc. Agreement to Add Priority Based Budgeting Saas.

Adopted Resolution No. 2026-116.

City Manager Doug Schulze provided a report.

Public Comment:
JoAnne Fields
Thomas Rike
Jacobb Castrejon
Ed Nieto
Micaela Polanco

Recommendation: Adopt a Resolution, Entitled, "Resolution of the City of National City, California, Authorizing the Mayor to Execute an Amendment to the Agreement with Tyler Technologies, Inc. Adding Priority Based Budget Software as a Service (SaaS)."

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

Motion carried by unanimous vote.

11. CITY MANAGER'S REPORT

City Manager Schulze provided closing comments.

12. ELECTED OFFICIALS REPORT

Closing remarks were provided by members of the City Council.

12.1 Policy No. 105 Request to Add an Item to a Future Agenda.

Public comment received from Thomas Rike.

Recommendation: Approve a Motion to Add the Policy 105 Request to the October 20, 2026 Regular City Council Meeting Agenda.

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

Motion carried by unanimous vote.

13. CITY ATTORNEY REPORT

No report.

14. ADJOURNMENT

Mayor Morrison adjourned in honor of Bill Sendt to the Regular Meeting of the City Council of the City of National City, Tuesday, September 15, 2026, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 9:34 p.m.

_____

Tonya Hussain, CMC, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of October 6, 2026.

_____

Ron Morrison, Mayor

SPECIAL MEETING MINUTES OF THE CITY COUNCIL

September 9, 2026, 1:30 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:	**Heidi Skinner, City Attorney**
	Tonya Hussain, Deputy City Clerk

---

1. CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 1:30 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

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Bush led the Pledge of Allegiance.

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

The Mayor allowed one-minute for each public comment.

In-Person Comment:
Luisa McCarthy
Micaela Polanco

Alisha Morrison
Doyle Morrison

Written Comment:
Michael Aguirre

5. CLOSED SESSION

Members retired into Closed Session at 1:38 p.m. and returned at 2:25 p.m. with all members present in attendance: Yamane, Rodriguez, Bush, Molina, Morrison, Skinner, and outside Counsel Matthew Silver.

Attorney Skinner reported out that the City Council provided next steps and that if action was taken to litigate, action and the particulars would be made available if action is formally commenced.

5.1 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9
Cases: 1

6. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, September 15, 2026, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 2:27 p.m.

_____
Tonya Hussain, CMC, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of October 6, 2026.

_____
Ron Morrison, Mayor

SPECIAL MEETING MINUTES OF THE CITY COUNCIL

September 15, 2026, 5:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Present:	**Councilmember Yamane** **Councilmember Rodriguez** *(arrived at 5:05)* **Councilmember Bush** **Vice-Mayor Molina** **Mayor Morrison**
Others Present:	**Doug Schulze, City Manager** **Shelley Chapel, City Clerk** *(via Zoom)* **Tonya Hussain, Deputy City Clerk**

---

1. CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 5:03 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

Councilmembers present: Molina, Rodriguez *(arrived at 5:05)*, Yamane, Bush, Morrison

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Yamane led the Pledge of Allegiance.

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

The Mayor allowed two minutes for each public comment.

In-Person Comment: Doyle Morrison, Alisha Morrison

5. CLOSED SESSION

Members retired into Closed Session at 5:05 p.m. and returned at 5:54 p.m. with all members present in attendance: Bush, Rodriguez, Yamane, Morrison, Molina, Schulze, and Skinner. Councilmember Rodriguez did not return to the Chamber following Closed Session.

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

Announcement of actions taken in Closed Session shall be made at the Regular City Council Meeting following this meeting at 6:00 p.m.

6. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, September 15, 2026, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 5:55 p.m.

_____
Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of October 6, 2026.

_____
Ron Morrison, Mayor

REGULAR MEETING MINUTES OF THE CITY COUNCIL

September 15, 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:	**Doug Schulze, City Manager** **Heidi Skinner, City Attorney** **Shelley Chapel, City Clerk** *(Zoom)* **Walter Amedee, Emergency Manager** **Rachelle Barrera, Acting Director of Finance** **Jeremy Day, Battalion Chief** **Alejandro Hernandez, Police Chief** **Tonya Hussain, Deputy City Clerk** **Martha Juarez, Acting Director Engineering/Public Works** **Brian Krepps, Acting Fire Chief** **Steve Manganiello, Acting Deputy City Manager** **Jose Pena, Sous Chef** **Martin Reeder, Director of Community Development** **Mikki Vidamo, Management Analyst III/Literacy Manager**

---

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

Vice-Mayor Molina led the Pledge of Allegiance.

4. INVOCATION

Invocation delivered by National City Christian Center Co-Pastor Robert Dominguez.

Mayor Morrison announced that Item 11.1 was pulled from the agenda and would be heard at a Special City Council meeting on September 22, 2026 at 5:00 p.m.

5. PUBLIC COMMENT

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

In-Person Comment:
Angel Marquez
Ted Godshalk
Anita Brinkley
Karen McManus, National City Chamber of Commerce
Randi Castle-Salgado
Sharon Bernie-Cloward
Sofia Toral
Regena Henriah
Edward Nieto

Virtual Comment:
Madison Rapp
Sophie Silvestri

Written Comment:
Barbara Gordon

6. PROCLAMATIONS AND RECOGNITION

6.1 Employee of the Quarter

Chief of Police Alex Hernandez introduced Employee of the Quarter, Traffic Officer Coordinator Vanessa Castro who addressed the City Council.

6.2 Introduction of New Hires and Promotions of City Employees

Chief of Police Alex Hernandez announced the new members of the Police Department.

6.3 Proclamation for National Food Service Worker Day

Mayor Morrison introduced Community Services Director Mike Pacheco who reported on the item. Nutrition Center Sous Chef Jose Pena accepted the Proclamation.

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

Councilmember Yamane reported that Metro Wastewater Joint Powers Authority would meet the following week.

Councilmember Bush reported that MTS would meet that week.

Vice-Mayor Molina provided an update on the SANDAG Board of Directors Meeting and spoke to the SR-125 Toll Road in the South Bay.

Mayor Morrison announced that his attendance at an upcoming Regional Solid Waste Association meeting would be his final meeting.

8. INTERVIEWS AND APPOINTMENTS

8.1 Appointments: City Boards, Commissions, and Committees – City Council Interview and Appointment for the Civil Service Commission, Planning Commission, and the Housing Advisory Committee.

Recommendation: City Council to Conduct Interviews and Appoint.

An interview was conducted for the following Civil Service Commission applicant:

Fermin Jimenez

There were no other applicants.

ACTION: Motion by Councilmember Bush, seconded by Councilmember Yamane to appoint Fermin Jimenez to the Civil Service Commission with a term ending September 30, 2029.

Motion carried by unanimous vote.

Interviews were conducted for the following Planning Commission applicants:

Staci Jackson
Cynthia Fuller Quinonez

City Council ballot votes for one Planning Commissioner was as follows:
Councilmember Rodriguez – Cynthia Fuller Quinonez
Vice-Mayor Molina – Cynthia Fuller Quinonez
Councilmember Bush – Cynthia Fuller Quinonez
Mayor Morrison – Staci Jackson
Councilmember Yamane – Staci Jackson

Applicant Cynthia Fuller Quinonez received the majority of the votes and

was appointed to the Planning Commission with a term ending September 30, 2028.

Interviews were conducted for the following Housing Advisory Committee applicants:

Jose L. Torres, Jr.
Ferrel Rodriguez

City Council ballot votes for one Housing Advisory Committee member was as follows:
Vice-Mayor Molina – Jose L. Torres, Jr.
Councilmember Bush – Jose L. Torres, Jr.
Mayor Morrison – Jose L. Torres, Jr.
Councilmember Yamane – Ferrel Rodriguez
Councilmember Rodriguez – Ferrel Rodriguez

Applicant Jose L. Torres, Jr. received the majority of the votes and was appointed to the Housing Advisory Committee with a term ending March 31, 2030.

8.2 Appointments: City Boards, Commissions, and Committees – Mayoral Appointments to the Board of Library Trustees; Parks, Recreation & Senior Citizens' Advisory Committee; Public Art Committee; and the Traffic Safety Committee.

Recommendation: Mayoral Appointment with the City Councilmembers' Confirmation.

ACTION: Motion by Mayor Morrison, seconded by Councilmember Rodriguez to appoint Ferrel Rodriguez to the Board of Library Trustees with a term ending September 30, 2027.

Motion carried by unanimous vote.

ACTION: Motion by Mayor Morrison, seconded by Councilmember Rodriguez to reappoint Margaret Godshalk to the Board of Library Trustees with a term ending September 30, 2029.

Motion carried by unanimous vote.

ACTION: Motion by Mayor Morrison, seconded by Vice-Mayor Molina to appoint Maria Patrice Amon to the Parks, Recreation & Senior Citizens' Advisory Committee with a term ending September 30, 2029.

Motion carried by unanimous vote.

There was no vote for the Public Art Committee vacancy.

ACTION: Motion by Mayor Morrison, seconded by Councilmember Yamane to appoint Carolyn Cornelio to the Traffic Safety Committee with a term ending September 30, 2029.

Motion carried by 4-1 vote.

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

9. CONSENT CALENDAR

ACTION: Motion by Councilmember Molina, seconded by Councilmember Yamane to approve Consent Calendar Items with the exception of Item 9.2, 9.6, 9.7, and 9.8 pulled for public comment.

Motion carried by unanimous vote.

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

Motion carried by unanimous vote.

Item pulled for public comment.

Councilmember Bush left the dais at 7:33 p.m. and returned at 7:34 p.m.

9.2 Community Resilience Center Grant Application Submission Authorization

Adopted Resolution No. 2026-117.

Public Comment:
Cynthia Fuller Quinonez
Thomas Rike
Wendy Egan

Recommendation: Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the City Manager or Designee to Submit an Application to the California Strategic Growth Council for a Community Resilience Centers Round 2 Implementation Grant for the Kimball/MLK Community Resilience Campus; Authorizing Acceptance of Grant Funds if Awarded; and Authorizing Execution of Grant-Related Documents."

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

Motion carried by unanimous vote.

9.3 California Library Literacy Services Adult and Family Literacy Grant Funds Acceptance FY2027

Adopted Resolution No. 2026-118.

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the City Manager or His Designee to Accept the California Library Literacy Services (CLLS) Grant in the Amount of $65,832 to Fund the National City Public Library’s Adult and Family Literacy Services Programs for Fiscal Year 2027 and Authorizing the Establishment of a Library Grants Fund Appropriation and Corresponding Revenue Budget in the Amount of $65,832.”

Motion carried by unanimous vote.

9.4 Investment Transactions for the Month Ended April 30, 2026.

Accept and File the Investment Transaction Ledger for the Month Ended April 30, 2026.

Motion carried by unanimous vote.

9.5 Investment Transactions for the Month Ended May 31, 2026.

Accept and File the Investment Transaction Ledger for the Month Ending May 31, 2026.

Motion carried by unanimous vote.

Item pulled for public comment.

9.6 Investment Report for the Quarter Ending June 30, 2026.

Public comment was received from Ed Nieto.

Recommendation: Accept and File the Investment Report for the Quarter Ended June 30, 2026.

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

Motion carried by unanimous vote.

Councilmember Bush left the dais at 7:40 p.m. and returned at 7:43 p.m.

Item pulled for public comment.

9.7 Warrant Register No. 3 for the Period of 7/10/26 through 7/16/26 in the Amount of $4,964,311.19

Public comment was received from Thomas Rike.

Recommendation: Ratify Warrants Totaling $4,964,311.19.

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Rodriguez to ratify the warrants for Agenda Items 9.7 and 9.8.

Motion approved unanimously by those present.

Absent: Bush

Item pulled for public comment.

9.8 Warrant Register No. 4 for the Period of 7/17/26 through 7/23/26 in the Amount of $3,207,774.60

Public comment was received from Thomas Rike.

Written comment was received from Ted Godshalk.

Recommendation: Ratify Warrants Totaling $3,207,774.60.

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Rodriguez to ratify the warrants for Agenda Items 9.7 and 9.8.

Motion approved unanimously by those present.

Absent: Bush

10. PUBLIC HEARING

10.1 Ordinance for Introduction – Industrial Wastewater Pretreatment per Metropolitan Sewerage System Administrative Agreement No. 1.

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

Mayor Morrison opened the Public Hearing at 7:47 p.m.

Public comment was received from Thomas Rike.

Written comment was received from Ted Godshalk.

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

Motion carried by unanimous vote.

Public Hearing closed at 7:57 p.m.

Recommendation: Introduce Ordinance by First Reading, entitled, “An Ordinance of the City Council of the City of National City, California, Amending Chapter 14.06 – Sewer Connections, and Chapter 14.24 – Fats, Oils and Grease Discharge Control of Title 14 of the National City Municipal Code.”

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

Motion carried by unanimous vote.

10.2 Public Hearing – Amendment of Chapter 10.70 (Police Regulated Businesses) and 10.79 (Massage Establishments) of the National City Municipal Code related to Massage Establishments.

Director of Community Development Martin Reeder provided a report.

Mayor Morrison opened the Public Hearing at 8:00 p.m.

There were no public comments.

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

Motion carried by unanimous vote.

Public Hearing closed at 8:00 p.m.

Recommendation: Introduce Ordinance by First Reading, Entitled, "An Ordinance of the City of National City, California, Amending Sections 10.70.080 (Suspensions and Revocation), 10.70.100 (Inspection of Premises), 10.79.060 (Minimum Facilities Required), and 10.79.120 (Inspection by Officials) of the National City Municipal Code Related to Massage Establishments."

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

Motion carried by unanimous vote.

11. STAFF REPORTS

Item pulled from the agenda, to be heard at a Special City Council meeting on September 22, 2026 at 5:00 p.m.

11.1 Agreements for Towing and Impound Services.

Adopt the Resolution Entitled," Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute Agreements with Cortes Towing Enterprises Inc., and Tony's Auto Center Inc dba Tony's Auto Center for Towing and Impound Services, with Initial Terms of October 1, 2026 – September 30, 2029."

11.2 Downtown National City Community Benefit Improvement District Feasibility Study and Direction on Next Steps.

Economic Development Manager Pedro Garcia introduced New City America President & CEO Marco Li Mandri who provided a PowerPoint presentation.

Written comment was received from Ted Godshalk.

Recommendation: Receive a presentation regarding the feasibility of establishing a Downtown National City Community Benefit Improvement District and provide

direction to staff regarding whether to proceed with the formal district formation process.

City Council provided direction.

Councilmember Rodriguez left the dais at 8:33 p.m. and returned at 8:38 p.m.

11.3 Resolution authorizing an Inter-Fund Loan from the Sewer Fund to the Ambulance Transport Services Enterprise Fund in an Amount Not to Exceed $6,500,00 for the Implementation of an In-House Ambulance Transport Program.

Adopted Resolution No. 2026-120.

Acting Fire Chief Brian Krepps introduced Battalion Chief Jeremy Day who provided a PowerPoint presentation.

Public comment:
Regena Henriah
Edward Nieto
Thomas Rike

Written comment was received from Ted Godshalk.

Councilmember Bush left the dais at 8:46 p.m. and returned at 8:48 p.m.

Recommendation: Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing an Inter-Fund Loan from the Sewer Fund to the Ambulance Transport Services Fund in an Amount Not-To-Exceed $6,500,000 for the Implementation of an In-House Ambulance Transport Program.”

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

Motion carried by unanimous vote.

12. CITY MANAGER’S REPORT

City Manager Doug Schulze provided closing comments, and announced that Director of Engineering/Public Works would be resigning and will leave the first week of October.

13. ELECTED OFFICIALS REPORT

13.1 Policy No. 105 Request to Add an Item to a Future Agenda

Councilmember Rodriguez reported on the item.

Public comment:
Randi Castle-Salgado
Sherry Gogue
Edward Nieto

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Yamane to add the item to the October 6, 2026 agenda.

Substitute motion by Mayor Morrison, seconded by Councilmember Bush for the item not to go forward and not to place the item on a future agenda.

Motion carried by 3-2 vote.

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

Closing remarks were provided by members of the City Council.

14. CITY ATTORNEY REPORT

Mayor Morrison introduced City Attorney Heidi Skinner. Ms. Skinner announced the full council met from 5:10 to 5:53 p.m. At the start of the session, all council members were present. At 5:27, Mayor Morrison and Councilmember Jose Rodriguez left closed session. No reportable action was taken on Closed Session Item 5.1.

CLOSED SESSION

5.1 SIGNIFICANT EXPOSURE TO LITIGATION

Pursuant to Paragraph (2) Subdivision (d) Government Code Section 54956.9

Number of Cases: 1

15. ADJOURNMENT

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

The meeting adjourned at 9:40 p.m.

_____
Tonya Hussain, CMC, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of October 6, 2026.

_____
Ron Morrison, Mayor

AGENDA REPORT

Department: **Engineering & Public Works**
Prepared by: **Ricardo Rodriguez, Associate Engineer-Civil**
Meeting Date: **Tuesday, October 6, 2026**
Approved by: **Douglas J. Schulze, City Manager**

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

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

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
On February 1, 2022, the City of National City (City) submitted a Clean California Local Grant Program grant application in the amount of $4,998,761 for the National City Eastside I-805 Community Greenbelt Project, CIP 22-09. The project, which provides a combination of public right-of-way, multi-use path, and local park improvements, is located to the east of and parallel to Interstate 805 between Division Street and 4th Street, continuing along neighborhood streets to Plaza Boulevard. The project implemented a greenbelt connecting the neighborhoods on the east side of Interstate 805, north of Division Street, to El Toyon Elementary School, Rancho de la Nacion Elementary School, El Toyon Park, and local shopping centers. Project improvements include new paved paths for bikes and pedestrians, traffic calming measures, lighting, landscaping, fencing, educational signage, and a pedestrian plaza with public art elements at the corner of Euclid Avenue and Plaza Boulevard paying tribute to Filipino American heritage in National City.

On March 8, 2022, the State of California Department of Transportation (Caltrans) notified the City the National City Eastside I-805 Community Greenbelt Project had been awarded full funding in the amount of $4,998,761, with a $20,000 in-kind contribution from the City, for a total project cost of $5,018,761.

On June 21, 2022, City Council, per Resolution No. 2022-114, accepted the Clean California Local Grant Program grant in the amount of $4,998,761 for the project and authorized the execution of a Restricted Grant Agreement (Agreement) with Caltrans. The period of performance to deliver the project was originally set to end on December 31, 2024 and required that all work be completed by June 30, 2024.

During the design phase of the project, City staff and project team members worked closely with Caltrans staff to modify the project alignment near El Toyon Park due to right-of-way constraints and other constructability challenges. Design was finalized in late 2023, construction began in early 2024. The changes to the project scope and extent of the improvements did not preclude the project from meeting the grant goals and outcomes that the City originally outlined.

On August 5, 2025, City Council, per Resolution No. 2025-81, authorized the City Manager to execute an amendment needed to document the project scope changes and formalize the extension of the Agreement through December 31, 2025. All work was completed by June 30, 2025, which allowed for full reimbursement of eligible project expenditures.

Staff has worked diligently with Caltrans to perform all follow up reporting and documentation. This third and final amendment seeks only a time extension, so that the City can submit all project closeout documents and final invoices. The amendment will extend the grant performance period by revising the Agreement expiration date from December 31, 2025 to March 31, 2027.

FINANCIAL STATEMENT:
The amendment to the agreement is for a time extension only and does not result in any changes to grant funding or the budget for the project.

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

ENVIRONMENTAL REVIEW:
A Categorical Exemption was filed with the County Recorder's Office in compliance with CEQA requirements.

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 – Executed Grant Agreement
Exhibit B – Executed Amendment 2
Exhibit C – Grant Amendment 3
Exhibit D – Resolution

Clean California Local Grant Program (State)

Restricted Grant Agreement

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the City of National City, hereinafter referred to as **AGENCY**, will commence on May 15, 2022, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of this RGA and before receipt of Notice to Proceed from **CALTRANS**. This RGA shall expire on **December 31, 2024**.

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046T, who will implement the project pursuant to the attached Approved Grant Application and Amendment(s) to Grant Application, Attachment III under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

Now, Therefore, based upon the terms, covenants, and conditions of this RGA, the parties agree as follows:

Section I

AGENCY Agrees:

To timely and satisfactorily complete all Project work described in **Attachment III** ("Project Work") within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Agrees:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

It Is Mutually Agreed:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046T, and **AGENCY** will use the funds to only conduct the scope of work identified in this agreement and authorized by Streets and Highway Code section 91.41 The funds subject to this RGA must be identified as available to a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program in **CALTRANS**' budget, and **AGENCY** represents and warrants that it is a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program.

2. Under this restricted grant, funds may be only used for the purposes set forth in this RGA, **AGENCY** Resolution **(Attachment IV),** Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**, and the Grant Program Guidelines (**Attachment I**), and the funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in the National City Eastside I-805 Community Greenbelt Project, hereinafter "Project", subject to the terms and conditions of this RGA and Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**, which are attached hereto as **Attachment III**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above-described Project is attached hereto as **Attachment IV**.
5. **AGENCY** is not requesting an advance payment pursuant to California Streets and Highways Code section 94.41(e).
6. All services performed by **AGENCY** pursuant to this RGA shall be subject to and performed in accordance with California Streets and Highways Code §91.41 including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the Grant Program Guidelines (**Attachment I**).
   California Government Code Section 14460(a)(1) provides: "The department **[CALTRANS]**, and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

7. Project funding is as follows:

Fund Title	Fund Source	Dollar Amount
Clean California Local Grant Funds	State General Fund (0001) Budget Item 2660-130-001 State Program Code 20.30.010.900 FY 2021/22 FY2022/23[1]	 $1,249,690.00 $3,749,071.00
Cash Local Match	Agency Provided	$0.00
Value of Third-Party In-Kind Contributions	Agency Provided	$20,000.00
Total of other fund sources (not in-kind contributions)	Agency Provided	$0.00
	Total Project Costs	**$5,018,761.00**

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Jennie Yee		05/16/2022	$4,998,761.00
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

8. This RGA is exempt from the legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops. Cal. Atty. Gen. 586 (1975), 63 Ops. Cal. Atty. Gen. 290 (1980), 74 Ops. Cal. Atty. Gen. 10 (1991), and 88 Ops. Cal. Atty. Gen. 56.
9. Notification of Parties
   a. **AGENCY's** Project Manager for Project is Roberto Yano, (619) 336-4380.
   b. **CALTRANS'** Contract Manager is Erwin Isidro, (619) 985-2697. "Contract Manager" as used herein includes his/her designee.
   c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:
   CITY OF NATIONAL CITY
   Attention: Roberto Yano, Public Works Director, City Engineer
   Phone Number: (619) 336-4380
   Email: ryano@nationalcityca.gov
   1243 National City Blvd.
   National City, California 91950

California Department of Transportation
District 11, Division of Planning and Local Assistance
Attention: Erwin Isidro, Area Engineer/ Transportation Engineer
Phone Number: (619) 985-2697
Email: erwin.isidro@dot.ca.gov
Address: 4050 Taylor Street, San Diego, CA 92110

10. Period of Performance

    a. Reimbursable work under this RGA shall begin no earlier than on May 15, 2022, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by **CALTRANS**. All reimbursable work shall terminate no later than June 30, 2024. Project closeout and final invoicing to **CALTRANS** must be submitted no later than November 1, 2024. Work incurred after June 30, 2024 will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after November 1, 2024. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through November 1, 2024 (which, in total, shall not exceed 5% of the grant award).

    b. If requested by the **CALTRANS Contract Manager, AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed sent by **CALTRANS**.

11. Changes in Terms/Amendments

    This Agreement may only be amended or modified by mutual written agreement of the parties.

12. Cost Limitation

    a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **$4,998,761.00**.

    b. It is agreed and understood that the CCLGP funds are limited to the amount granted. **CALTRANS** will only reimburse the cost of services actually incurred in accordance with the provisions of this RGA and as authorized by the **CALTRANS** Contract Manager at or below that fund limitation established herein.

13. Termination

    a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with PROJECT Work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination. **AGENCY** shall return any unused advance amounts which cannot be supported by eligible expenditure documentation.

    b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all costs that are expressly allowable, pre-authorized in writing, and non-cancellable, up to the date of termination.

c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance with the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs. Costs that are reimbursed and later determined to be ineligible for reimbursement shall be returned by **AGENCY** to **CALTRANS**.

14. Budget Contingency Clause

a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.

b. The certification of FY 2022/23 funds will be contingent upon the passage of the FY 2022/23 Budget. Payment for any work performed that is funded by FY 2022/23 will be delayed if the FY 2022/23 Budget is not signed by June 30, 2022. Pursuant to Government Code (GC), Section 926.10, no late payment penalty shall accrue during any time period for which no Budget Act in effect.

c. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS**, or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

15. Payment and Invoicing

a. **AGENCY**, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.

b. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**. **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment III** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

c. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.

d. The **AGENCY** indirect cost rate must be approved in writing by the California Department of Transportation Independent Office of Audits and Investigations or federal cognizant agency before any reimbursement payment is made by **CALTRANS** to **AGENCY** for such cost.

e. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: https://travelpocketguide.dot.ca.gov/.

   Also see website for summary of travel reimbursement rules.

f. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears upon completion of project tasks, milestone and/or deliverables in accordance with the Project Timeline in **Attachment III** to the satisfaction of **CALTRANS** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS** Contract Manager , as stated in **Section III–Notification of Parties, Item 8c**.

g. Invoices shall include the following information:

   1) Names of the **AGENCY** personnel performing work

   2) Dates and times of Project Work

   3) Locations of Project Work

   4) Itemized costs as set forth in **Attachment III**, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, subrecipient and subcontractor invoices.

   5) **AGENCY** shall submit written progress reports with each set of invoices to allow **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

h. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per Section III–Termination, Item 12.

i. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.

j. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date this RGA expires. **AGENCY** has until November 1, 2024 to make final allowable payments to Project contractors or vendors, and submit the Project's Final Report, as defined in Attachment I and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices contractor.

k. The final invoice will be paid upon submission by **AGENCY** to **CALTRANS** and acceptance by **CALTRANS** of the Final Delivery Report. Complete final delivery reports and invoices must be submitted to **CALTRANS** by November 1, 2024.

16. Local Match Funds

a. **AGENCY** shall contribute not less than a proportional cash amount toward the services described herein on a monthly or quarterly basis. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted and identified under this RGA, **Section III–Project Funding, Item 6,** the contributions may be counted as cash only when they are actually received by the **AGENCY** and confirmed by **CALTRANS**. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds and in-kind contributions will be made or allowed only for work performed on and after the initial date of this Agreement and on or before June 30, 2024.

b. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment III**. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found in the Grant Program Guidelines (**Attachment I**); but AGENCY must fully satisfy the local cash and in-kind match amount and percentage identified in **Section III, Paragraph 7** with the final invoice.

17. Quarterly Progress Reporting

a. AGENCY shall submit written quarterly progress reports to the **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

18. Cost Principles

a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, in-kind contributors, and subcontractors will be obligated to agree, that (a) 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 and (b) and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.

c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due CALTRANS within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified estimated indirect cost rate in **Attachment II,** prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf

e. **AGENCY** agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety **except for section c**, **above**.

19. Americans with Disabilities Act

By signing this Agreement, **LOCAL AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

20. Iran Contracting Act

Proposed Contractor must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses), before the Agreement has been executed, unless Contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed Contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement.

21. Indemnification

a. Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, its contractors, its subrecipients, or its subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS**' officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortuous, contractual, likeness statutes under California Civil Code §§ 3344 and 3344.1, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.

b. **AGENCY** agrees to fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from any and all claims, lawsuits, or legal actions, including reasonable attorneys' fees and legal costs, relating to intellectual property claims arising from or related to the Project and/or any work procured under this RGA, including but not limited to claims based on (1) U.S. federal or state trademark infringement laws, (2) patent infringement laws (3) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (4) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (5) 17 U.S.C. § 113, (6) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (7) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, including intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property.

22. Nondiscrimination Clause (2 CCR 11105 Clause b)

a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.

c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.

d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this RGA.

23. Retention of Records/Audits

a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.

c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7**, AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection 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. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.

d. **AGENCY**, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.

e. Additionally, all grants may be subject to a pre-award audit prior to execution of this RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.

f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

24. Adjudication of Facts in Disputes

a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.

b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of this RGA.

25. INTENTIONALLY DELETED

26. Third-Party Contracts

a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior written authorization by the **CALTRANS** Contract Manager unless expressly included (subrecipient identified) in **Attachment III** as Project Work.

b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the applicable provisions of the State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 23, Third Party Contracts**. The SCM can be found and the following link: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting.

c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors, must be submitted to the **CALTRANS** Contract Manager.

d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors, and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.

e. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted sub-agreement. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III–Payment and Invoicing**, **Item 14(e)(4)**, **above**.

f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing**, **Item 14c**, **above**.

27. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

1) The dangers of drug abuse in the workplace.

2) The person's or organization's policy of maintaining a Drug-Free workplace.

3) Any available counseling, rehabilitation, and employee assistance programs.

4) Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:

1) Will receive a copy of the company's Drug-Free policy statement.

2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

28. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

29. State-Owned Data

a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
6) Notify the **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.
c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

30. **CALTRANS'** Use of "Before" and "After" Project Photographs

a. **AGENCY** acknowledges it provided a "Before" photograph of the Project with the **AGENCY**'s application for the Clean California Local Grant Program. **AGENCY** acknowledges and agrees it must provide an "After" photograph of the Project as part of the close out reporting process.
b. **AGENCY** warrants it is the copyright owner of the "Before" and "After" Project photographs.
c. Neither the "Before" nor "After" Project photographs shall include the faces of any individuals.
d. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the "Before" and "After" Project photographs, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
e. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

31. Limited Grant of Rights to **CALTRANS** for Use of Educational Programming ("educational programming") Created or Produced for Project and Visual Art Located Outside of State Right-of-Way ("**Artwork**") Created or Produced for Project

    a. Educational programming:

        i. **AGENCY** shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.

        ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.

        iii. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

        iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the **AGENCY** are used on educational programming created or produced for Project under this RGA, **AGENCY** agrees to obtain and grant all necessary rights for **CALTRANS** to use and allow agents of **CALTRANS** to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

    b. **Artwork**:

        i. **AGENCY** shall obtain from the artist(s), or any other copyright owner(s) of **Artwork**, a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this

RGA.

ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.

iii. **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

32. Government Purpose Rights for Inventions

a. Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient during the term of this RGA and in performance of any work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of work issued under this RGA.

b. **CALTRANS** will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside **CALTRANS** for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

33. Additional Intellectual Property Provisions

a. To the extent any intellectual property is created or produced for Project under this RGA, and not covered in other provisions of this RGA, **AGENCY** agrees to take reasonable steps to ensure that **CALTRANS** has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this RGA.
b. If additional uses are reasonably determined to be needed by **CALTRANS** for public outreach purposes, **AGENCY** will obtain rights and grant **CALTRANS** and its agents said additional rights for use of the "Before" and "After" Project photos, **Artwork** created or produced for Project under this RGA, and educational programming created or produced for Project under this RGA. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.
c. When requested to so do by **AGENCY**, all reproductions and/or copies by **CALTRANS** of "Before" or "After" Project photographs, educational programming, and **Artwork** shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication]. **AGENCY** bears sole responsibility to

promptly notify **CALTRANS,** in writing**,** about instances where such accreditation is requested and provide the Artist/ Copyright owner's name and date of publication. **CALTRANS** will make reasonable efforts to affix the copyright notice in a timely manner.

d. Required disclaimer language for educational programming and **Artwork** created or produced for Project under this RGA.
   i. Educational programming: **AGENCY** must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for Project under this RGA a disclaimer that states the content of the educational programming does not reflect the official views or policies of **CALTRANS**. The educational programming does not constitute a standard, specification, or regulation.
   ii. **Artwork**: **AGENCY** must place a disclaimer statement in a conspicuous manner on or in close proximately to the **Artwork** created or produced for Project under this RGA a disclaimer statement that the contents of the artwork do not reflect the official views or policies of **CALTRANS**.

e. Avoidance of Infringement: In performing work under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.

f. **Contractors, Subcontractors, and Subrecipients:** Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's Contractor/Subcontractor/Subrecipient**") providing services under this RGA to conform to the provisions of paragraphs 31-33 of this RGA. In performing services under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's** Contractor/Subcontractor/Subrecipient becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify **CALTRANS** in writing.

34. Visual Art Located on California State Right-of-Way

AGENCY agrees if Project involves visual art located on California State right-of-way, Project must be submitted and adhere to **CALTRANS**' most current Transportation Art Proposal process, policies, guidelines, and requirements. Information regarding **CALTRANS**' Transportation Art program can be found at https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-j-transportation-art. **AGENCY** bears sole responsibility for ensuring that any Project will be timely submitted through **CALTRANS**' Transportation Art Proposal process, approved, and installed prior to any deadlines as required by this RGA.

a. **AGENCY** acknowledges that funds provided by **CALTRANS** under this RGA shall not be used for maintenance outside of the project time limits as provided in this RGA.

b. **AGENCY** acknowledges that the **CALTRANS**' Transportation Art Proposal process requires, among other things, **CALTRANS** ownership of any tangible visual final artwork, an unlimited, irrevocable copyright assignment to **CALTRANS** of the final artwork, and waiver of moral rights under California Civil Code § 987 (the California Art Preservation Act) and 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA") of the final artwork.

c. **AGENCY** acknowledges that any submittal to the **CALTRANS**' Transportation Art Proposal process includes restrictions on the type of work that can be located on California State right-of-way.

35. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents and/or employees.

36. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from **CALTRANS** Contract Manager

37. Project Close Out/Closeout Report

a. **AGENCY** will provide a final close out report to the **CALTRANS** Contract Manager no later than November 1, 2024.

CALTRANS reserves the right to inspect the project location prior to approving the final invoice and closeout report.

b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt and approval of the final closeout report by the **CALTRANS** Contract Manager.

c. Payments shall be forfeit if invoices are submitted after November 1, 2024.

38. ADA Compliance

    All entities that provide electronic or information technology or related services that will be posted online by **CALTRANS** must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

39. Prevailing Wages and Labor Code Compliance

    AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the **AGENCY**'s work on or for the Project.

40. In the event of any inconsistency between the provisions which constitute this RGA, the following order of precedence shall apply:

    I. This Restricted Grant Agreement (as amended);
    II. The **CALTRANS** Local Grant Program Guidelines;
    III. Approved Indirect Cost Rate (if applicable);
    IV. Approved Grant Application (as amended); and
    V. **AGENCY** Resolution.

41. Survival

    AGENCY's representations, the indemnification provisions in paragraph 21, intellectual property provisions in paragraphs 30, 31, 32, and 33, and all other provisions which by their inherent character establish ongoing obligations shall remain in full force and effect, regardless of any expiration and/or termination of this RGA.

42. Sanctions

    No agreements under this RGA shall be made with individuals and/or entities that are determined to be a target of sanctions by the State of California while such sanctions are in effect.

Section IV

Attachments:

The following attachments are incorporated into, and are made a part of this RGA by this reference and attached hereto.

I. Grant Program Guidelines
II. Approved Indirect Cost Rate (if applicable)
III. Approved Grant Application and Amendment(s) to Grant Application (if applicable)
IV. **AGENCY** Resolution

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By:

Gretchen Chavez

Title:

Office Chief
Clean California Local Grant Program
Division of Local Assistance

Date: 7/14/22

CITY OF NATIONAL CITY

Title: City Manager

Date: 6/27/2022

By:

Printed Name:

Title:

Date:

Clean California Local Grant Program

Program Guidelines

Link: https://acrobat.adobe.com/link/track?uri=urn:aaid:scds:US:c8097d18-e075-486f-84ee-481a6c3b5852

Clean California Local Grant Program
(State)

Amendment to Grant Application

Amendment Number 1 ("Amendment")

This Amendment will commence on May 15, 2022, or upon approval by **CALTRANS**, whichever occurs later, and it amends the Grant Application submitted by (**City of National City**), hereinafter referred to as **AGENCY**, as set forth below:

Application

Section	Original Text	Amended Text
Section 1.3	Includes Prop 68 project and its State funding ($5,600,000)	Removed the mention of the Prop 68 project & funds from the grant application

In Witness Whereof, the parties hereto have executed this Amendment Number 1 to the Grant Application on the day and year first herein above written:

STATE OF CALIFORNIA **DEPARTMENT OF TRANSPORTATION**	**City of National City**
By:	By:
Printed Name: Gretchen Chavez	Roberto Yano
Title: Office Chief Clean California Local Grant Program Division of Local Assistance	Title: Director of Public Works City of National City
Date:	Date: May 6, 2022
	By:
	Printed Name:

Clean California Local Grant Program (State)

Amendment to Restricted Grant Agreement

Amendment Number __2__ ("Amendment")

This Amendment will commence on December 30, 2024, once approved by the Department of Transportation (**CALTRANS)**, and it amends the Restricted Grant Agreement (RGA) executed between the **CITY OF NATIONAL CITY**, hereinafter referred to as **AGENCY**, and **CALTRANS,** as set forth below:

Background: The **AGENCY** has experienced schedule delays for the National City Eastside I-805 Community Greenbelt project due to the need to revise the project's alignment outside of **CALTRANS's** right-of-way. Additionally, the extensive permitting requirements, constructability, and maintenance responsibilities necessary for improvements made within the **CALTRANS** right-of-way resulted in the need to modify the grant to reflect achievable project elements.

The **AGENCY** is approved for a 12-month time extension and modifications to the scope, schedule, project outcomes, and budget as defined in the attached documents.

The **AGENCY** will complete construction and have all project components open to the public on or before June 30, 2025, and the project closeout will be completed by December 31, 2025.

Agreement Section	**Amended Text**
RGA CCL-5066-051 • This RGA shall expire on **December 31, 2024**	• This RGA shall expire on **December 31, 2025**
• Section 10(a) - All reimbursable work shall terminate no later than June 30, 2024. Project closeout and final invoicing to **CALTRANS** must be submitted no later than November 1, 2024. Work incurred after June 30, 2024 will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after November 1, 2024. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through November 1, 2024 (which, in total, shall not exceed 5% of the grant award).	• Section 10(a) - All reimbursable work shall terminate no later than *June 30, 2025*. Project closeout and final invoicing to **CALTRANS** must be submitted no later than *November 1, 2025*. Work incurred after *June 30, 2025* will not be reimbursed. Payment may be forfeit for any and all invoicing submitted to **CALTRANS** after *November 1, 2025*. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through *November 1, 2025* (which, in total, shall not exceed 5% of the grant award).
• Section 15(j) - **AGENCY** has until November 1, 2024 to make final allowable payments to Project contractors or vendors, and submit the Project's Final Report, as defined in Attachment I and a final invoice to **CALTRANS** for reimbursement for allowable Project costs.	• Section 15(j) - **AGENCY** has until *November 1, 2025* to make final allowable payments to Project contractors or vendors, and submit the Project's Final Report, as defined in Attachment I and a final invoice to **CALTRANS** for reimbursement for allowable Project costs.
	• Section 15(k) - Complete final delivery reports

Agreement Section	**Amended Text**
• Section 15(k) - Complete final delivery reports and invoices must be submitted to **CALTRANS** by November 1, 2024. • Section 37(a) - **AGENCY** will provide a final close out report to the **CALTRANS** Contract Manager no later than November 1, 2024. • Section 37(c) - Payments shall be forfeit if invoices are submitted after November 1, 2024	and invoices must be submitted to **CALTRANS** by *November 1, 2025*. • Section 37(a) - **AGENCY** will provide a final close out report to the **CALTRANS** Contract Manager no later than *November 1, 2025*. • Section 37(c) - Payments may be forfeit if invoices are submitted after *November 1, 2025*.
Attachment A, Project Narrative of Main Application of RGA CCL-5066-051	Replaced in its entirety.
Attachment C, Detailed Engineer's Estimate of Main Application of RGA CCL-5066-051	Replaced in its entirety.
Attachment C of Attachment III of RGA CCL-5066-051	Project Milestone Schedule is revised as shown in the Updated Project Milestones table below.
Project Outcomes Table of Main Application of RGA CCL-5066-051	Replaced in its entirety.

Attachments:

Revised Attachment A – Project Narrative
Revised Attachment C – Detailed Engineer's Estimate and Total Project Costs
Revised Project Outcomes Table

Updated Project Milestones:

Project Milestone	**Original Milestone Dates**	**Revised Milestone Dates**
Project Study Report Approved	3/31/2022	Completed
Begin Environmental (PA&ED) Phase	4/1/2022	Completed
Circulate Draft Environmental Document	8/1/2022	Completed
Draft Project Report	9/1/2022	Completed
End Environmental Phase (PA&ED Milestone)	10/1/2022	Completed
End Design Phase	1/5/2023	Completed
Start Construction	4/1/2023	1/16/2024
End Construction Phase (Construction Contract Acceptance Milestone. Project is fully open to the public.)	4/30/2024	6/30/2025
End Closeout Phase	12/1/2024	12/31/2025

In Witness Whereof, the parties hereto have executed this Amendment Number __2__ to the Restricted Grant Agreement on the day and year first herein above written:

STATE OF CALIFORNIA **DEPARTMENT OF TRANSPORTATION**	**CITY OF NATIONAL CITY**
By: Misty Bradshaw (Oct 29, 2025 11:03:39 PDT)	By:
Printed Name: For Gretchen Chavez	Printed Name: Stephen Manganiello
Title: Office Chief Office of Innovative Programs Division of Local Assistance	Title: Acting City Manager City of National City
Date:	Date: 10/16/2025
	By:
	Printed Name:
	Title:
	Date:

Attachment A: Project Narrative Template

Directions:

1. Complete all sections in this form. Even if a section is not applicable to your project, write "N/A". Do not leave any sections blank.
2. Provide succinct and complete responses in each section. The Narrative should include all pertinent information not already stated, or not explained sufficiently, in other application sections.
3. **THIS FORM SHALL NOT EXCEED 10 PAGES.** If you need additional space, you can delete these directions. Do not change the font in this form to include more information.
4. Do not assume that the application reviewer is familiar with your community. For more information on what the Narrative should include, see the section "Narrative" in the Program Guidelines.
5. Save the form as a .PDF and ensure its size does not exceed 5 MB. If it does, when you try to attach it to your application you will get a message stating it exceeds 5 MB and **you will not be able to submit your application** until you attach a Narrative that is 5 MB or smaller.
6. Attach the PDF to your application, in section 3.1, "ATTACHMENTS", in the Attachment A: Project Narrative field. **If you don't attach a Project Narrative to your application, you will not be able to submit it.**

A.1 PROJECT LOCATION AND DESCRIPTION

The proposed project is a combination of public right-of-way, multi-use pathway, and local park improvements. The project is located in the City of National City along the east side of Interstate 805 between Division Street and Plaza Boulevard. It addresses ongoing issues related to waste, debris, underutilized public right-of-way, safety, and comfort. The project is intended to kickoff a grand vision of implementing a greenbelt for the neighborhoods on the east side of Interstate 805 between Alpha Street and the Sweetwater Bike Path. The greenbelt will be comprised of a multi-modal transportation network of a multi-use path, bike route, revitalized public spaces, and related street safety improvements that will connect people to major destinations such as El Toyon Elementary School, El Toyon Park, shopping centers, and the Sweetwater Bike Path, a regional recreational and commuting corridor. For the purposes of this grant application, the City intends to address the parks, recreation, and commuting needs of underserved residents that live, work, and play between Division Street and Plaza Boulevard.

The four goals of the Clean CA Grant perfectly match the vision National City sees along this corridor. The City strategically chose elements of waste cleanup, enhancement, beautification, improving public health, placemaking, and advancing equity in underserved communities to communicate to both Caltrans and their constituents that improvements along the project corridor will positively transform the space for current and future generations.

A portion of the budget includes art installation opportunities within the project. The City maintains strong communication with their local art advocates, specifically the ARTS Center (A Reason To Survive). Their mission is to "Lift young people in the South County region of San Diego to become confident, compassionate, and courageous community builders through the transformative power of creativity" and their Vision statement is "To create a center for arts and culture in the borderland region that empowers families and community members to build healthy, resilient, and equitable communities." ARTS has several installations throughout National City and this project contains several art, gateway, and community identification opportunities to explore. For example, unique wayfinding monument signs and/or interpretive elements at a pedestrian scale to creatively inform people about the project. Another local community partner for the City is the Vision Zero Foundation, which will

provide artwork for street-side utility boxes. Potential locations for the installation of locally-created art include the multi-use path, and the intersections of Division Street, 4th Street, and Plaza Boulevard.

The project will be executed in coordination with Caltrans as a generous portion of the proposed project is directly adjacent to the Caltrans right-of-way associated with Interstate 805. The City has maintained strong communication with the Caltrans District 11 to ensure that the proposed project exceeds the goals of the Clean CA Grant while not negatively impacting their operations.

A.2 DEMONSTRATED COMMUNITY NEED

The City has unfortunately experienced chronic waste and debris buildup along the proposed project boundary. The areas adjacent to the Caltrans right-of-way contain varying slopes, dense vegetation, lack of lighting, and lack of visibility, therefore making it "ideal" for people to leave waste and debris behind carelessly or purposefully. If the City is awarded the grant, the Public Works department will have the monetary resources to clean up the area and prepare the site for the proposed multi-use path and community spaces. The work will include careful sifting of potentially hazardous waste, general trash, thinning dense vegetation, and trimming overgrown trees.

One of the City's main goals to address with this grant is to implement several beautification elements once the waste, debris, and dense vegetation is addressed. Beautification is integrated with the multi-use path being proposed. Greening elements such as bioswales with native, and drought-tolerant landscaping, use of attractive boulders or cobbles, and trees. Pedestrian-scale lighting, fencing, and interpretive signage are all beatification elements that also enhance safety and comfort for path users. The City understands that all project elements being proposed need to be implemented to truly transform the space into one that people of all ages and abilities will be eager to use.

While the City prefers to construct a Class 1 path, as defined in Caltrans HDM Chapter 1000, the width and slope requirements are not achievable along the entire alignment due to the limitations of the terrain and also the need to remain entirely outside of the Caltrans right of way. The final alignment of the multi-use path also limits the area available for more significant landscape rehabilitation.
The project also includes street beautification and safety improvements along Plaza Boulevard. Improvements along the quarter mile stretch of Plaza Boulevard would provide a vital connection to the proposed Class 3 bike route and accessible sidewalk upgrades. The design includes adding street trees, intersection improvements (high-visibility crosswalks), and wayfinding signage. The northeastern terminus of these streetscape improvements would include transforming a flat, under-utilized dirt corner into a community plaza dedicated to the Filipino community that has tremendous history in National City and the South Bay. The City wishes to use a portion of the grant for the design and installation of hardscape, landscaping, pedestrian-scale lighting, fencing, and interpretive signage. This is a great opportunity for the City to involve neighborhood champions and other local organizations such as ARTS to guide the design of this community space.

The City also wishes to use a portion of this grant to design and build another community plaza space adjacent to the proposed multi-use path at 4th Street and El Toyon Park. Like the plaza space described above, the design will include installation of hardscape, landscaping, seating, pedestrian-scale lighting, and interpretive signage. This space is located within El Toyon Park and the proposed multi-use paths in the project would connect people to this plaza space.

The project is focused on improving the public health, recreation, and transportation choices people have in this neighborhood. The proposed multi-use path is a direct response to improving walking and biking for both recreational and commuting purposes. It builds upon an existing small stretch of a multi-use path that has experienced degradations and one that is substandard by today's Caltrans design standards. The proposed path would allow people to go on casual strolls to and from nearby community destinations such as the elementary schools, park, and shopping centers. The City also acknowledges that recent surveys conducted by the National Recreation and Parks Association show

that linear recreation (walking, biking, strolling, and rolling) is the number one desired recreation activity by communities across the nation. Surveys such as this have encouraged National City to continue designing and implementing multi-use paths, bikeways, and urban trails whenever the opportunity presents itself.

Furthermore, the proposed project will improve placemaking within this neighborhood. Interpretive signage, planting material, fencing designs, and paving designs will be connected to the diverse community that lives and plays near the project site. Lastly, public health improvements go beyond the exercise element of this project. The proposed bioswales, trees, and other landscape rehabilitation spaces would positively contribute to greenhouse gas reduction.

Communities that are within a quarter mile of the project site include the neighborhoods of Rancho de la Nacion, Palmer Way, Ira Harbison, and Las Palmas. Census tracts within a quarter mile of the project site were identified to determine whether the community was qualified as underserved. To determine if the communities are underserved, census tracts were evaluated based on several criteria: area median income, CalEnviroScreen, National School Lunch Program, and Healthy Places Index. It was determined that most of the communities are underserved in the criteria mentioned above; however, the data based on area median income identified the census tracts that are disproportionally underserved the most. For example, the census tracts that falls directly within the project site contains a community where 71% of the residents fell below the City's median household income.

The proposed project will have multiple benefits that serve the immediate and surrounding neighborhoods. Benefits related to the environment, health, and economy can be forecasted if project elements get implemented. For example, the 0.31 mile proposed multi-use path can help the local community reduce usage and dependency on cars which would result in reduced greenhouse gas emissions and air pollution. Vehicle-generated air pollution contains harmful greenhouse gas emissions, and these pollutants and irritants can cause asthma, bronchitis, pneumonia, and decreased resistance to respiratory infections. The addition of native landscape and trees would also help combat air pollution.

National Recreation and Park Associate (NRPA) survey data shows that three in four U.S. adults want public walking, biking, and hiking trails close to home. Access to these kinds of resources would give people much-needed recreation and exercise options. The proposed multi-use path and the associated intersection improvements (high-visibility crosswalks, signalized crossing, and signage) would help satisfy the linear recreation demands of the community. These active transportation improvements can also have economic benefits to the local community. Converting even a fraction of the car trips to and from El Toyon Elementary Schools, El Toyon Park, or the local shopping destinations to bicycling or walking can generate transportation-related savings, reduce vehicle traffic congestion, and contribute to a healthier lifestyle. Active transportation infrastructure, clean and attractive parks, and a branded community that celebrates its local cultural identity have been tied to increases in commercial and residential property values as well as retail sales.

The percentage of funds that will benefit the community would be 100%. The proposed project is an inclusive and multi-purpose project that aims to equitably address infrastructure gaps in the underserved communities identified in this grant.

A.3 PUBLIC ENGAGEMENT

The City prides itself in delivering effective public engagement strategies for all of their public projects, and this grant pursuit was no exception. The City worked with their design team to conduct two workshops, create an online project survey, social media announcements, and a presentation to the Parks, Recreation, & Senior Citizens Advisory (PRSCA) Committee. The team created outreach materials in English and Spanish that were branded with the Clean CA Grant title to clearly communicate that the feedback collected for the project site would be part of this grant application.

The team participated in the City's Holiday festival on December 11, 2021. Over 65 individuals stopped by the project booth to talk with the team about the proposed project. Community members were able to provide written feedback on large, high-resolution aerial maps as well as participate in a sticker voting exercise on various display boards. (See photos in Attachment N). Display boards were organized by topic to help the community make thoughtful voting decisions on potential project elements. The team repeated this strategy at a pop-up workshop that took place on December 18, 2021 at El Toyon Park. This park is included within the proposed project, so the team wanted to make sure the immediate neighborhood had an opportunity to weigh in on what they'd like to see implemented. The team spoke with several residents, including a PRSCA Committee member, and asked them to vote on their desired amenities.

The two workshops, the online survey, social media announcements, and communication with the PRSCA Committee allowed the City to narrow down the project site (originally much larger and longer than what is being submitted) and to ensure the elements that were highly requested (waste cleanup, pedestrian lighting, multi-use path) were included. The votes were tallied, open-ended comments were reviewed, and the project scope was narrowed down to reflect and balance the community's desires with the $5million grant limit.

The outreach efforts that were specific to this application (November 2021-January 2022) supplement previous planning efforts and recently completed projects within and adjacent to the project site. For example, the City recently added buffered Class 2 bike lanes with green transition striping to two of the streets that connect to the proposed project. The City also received news of a Prop 68 grant award for El Toyon Park improvements. The money awarded from Prop 68 grant will be used for playground, landscape, and other safety improvements. The City believes this Clean CA grant would create fantastic momentum as well as build confidence with the community that improvements to the neighborhood in this part of National City are being made a priority.

Other recently completed plans that reference improvements to this area include the City's 2020 Integrating Neighborhoods with Transportation Routes for All Connections (INTRAConnect) project. This project is about creating a healthy and vibrant environment for residents of National City. Improvements focus on the principal of 10-minute Neighborhoods and how land use planning and transportation planning should always go hand in hand. Several chapters of this document reference the neighborhood the project is within, depicting the ongoing support and desire for improvements. Extensive public outreach (18 workshops) was conducted as part of this planning effort in 2019-2020. Other related plans within the past eight years includes a Safe Routes to School study that identified pedestrian and bicycle infrastructure improvements within our project boundary. The City has implemented many of these recommendations, but additional funding would help address any gaps such as first-last mile improvements near transit stops located on Plaza Boulevard.

A.4 PROJECT DELIVERABILITY

Construction has been estimated to take about 18 months for completion to allow for potential delays such as (Permitting/Right-of-Way) and to allow for flexibility to ensure the project is completed by June 30, 2024. Under the supervision of the City Engineer, the City manages a five-year $70M Capital Improvement Program (CIP) and has delivered similar projects over the last decade. The City has received 82 competitive grant awards for a total of over $76M in grant funds, all of which were managed and implemented on time. Additionally, the City's Capital Improvement Program has received 29 distinguished project awards from industry professionals.

National City recently finished construction for the Paradise Creek Park Site Remediation & Improvements Project at the end of March 2021, which included a new 4-acre community park, walking pathways, and water quality basin. The City secured over $1.3M of grant funding from the California Natural Resources Agency (CNRA) for this project. Additionally, National City finished construction of

Paradise Creek Water Quality and Community Enhancements, a water quality treatment basin and creek restoration project, at the end of March 2021. The City has already secured $3.6M in funding for Phase 2 of that project. More information on the City's Capital Improvement Program and projects are available on the City's CIP Projects Dashboard at https://www.nationalcityca.gov/government/engineering-public-works.

The City will coordinate with Caltrans on any necessary Encroachment Permits. The team will establish a recurring meeting with appropriate Caltrans functional groups, to ensure a speedy project review and approval, and ultimately transition to the Encroachment Permit division for permit issuance. All City of National City right-of-way permits will be over-the-counter for this type of City initiated project.

The City does not anticipate any risks associated with opening the proposed projects to the public. The goal of this application is to address existing risks such as the waste, debris, and dense vegetation, so everything designed and built with the awarded money will help ensure safety and comfort for all the users of the proposed spaces. The City commits to ongoing public communication and presence throughout the project site. Social media announcements, city personnel, and local neighborhood champions will help educate and encourage the public to use the space.

Pre-construction work will include several elements including: a thorough assessment of the type of waste and debris to ensure appropriate cleaning protocols are implemented, a topographic and utilities survey and a traffic study to ensure the proposed intersection improvements (rectangular rapid flashing beacon, and/or high-visibility crosswalk) are designed appropriately. Based on their vast experience with winning and implementing federal, state, and local grants the City is comfortable navigating the design and construction phases of the grant to ensure all deadlines and fiscal management tasks are completed. Additional pre-construction elements include CEQA, Right-of-Way Certification, Caltrans Encroachment Permits, development of 100% construction plans, specifications, revised cost estimates and additional community outreach.

A.5 ADVANCE PAYMENT

N/A

A.6 MARKETING PLAN

The proposed project will include marketing materials and resources dedicated to keeping the city at large and the immediate neighborhood informed of project milestones. Maintaining transparency and clear communication with the public is standard protocol for all City projects. Items such as flyers, fact sheets, social media posts, mailed postcards, and updates to the City's website will be included. The Public Information Officer will coordinate with the Public Works department and the City Manager's offices to develop a communications plan for design and construction of the project. The City will also conduct a ribbon cutting at the onset of construction and an opening ceremony for the proposed multi-use path and community plaza spaces. The opening ceremony will include public officials, representative from Caltrans District 11, the local community, and the design team. Group walking and biking tours will also be scheduled to highlight the project.

A.7 MAINTENACE PLAN

The City understands that $5 million is a major investment requiring ongoing maintenance to ensure healthy lifespan of all project elements. The City is committed to ongoing weekly and monthly maintenance for the proposed multi-use path and the community spaces that are within the City's boundary. The project's physical appearance after construction is critical to maintaining the confidence of the local community and ensuring all people feel safe and comfortable walking, biking, or relaxing in the spaces. Maintenance and lifespan factors were considered for the proposed design of the multi-use path. Additional maintenance will include landscape trimming when needed, clearing of the multi-use path of overgrown vegetation or hazardous materials, monthly checks on all pedestrian lighting and fences to ensure they are not being tampered with, and general debris cleanup via electric leaf blowers for the path and community plaza spaces. The City will coordinate with the El Toyon Parks and Recreation maintenance staff to ensure that the new projects elements that are within their city limits fit into their maintenance schedule.

The proposed project will also include a standard plant establishment period with the selected contractor. A 90 to 120-day maintenance/plant establishment period (the time after installation and before final signoff of the project) will be part of the contract. The City will also look into a 1-year warranty period for all plant materials over the 15-gallon size.

Detailed Engineer's Estimate and Total Project Costs

Important: Read the Instructions in the first sheet (tab) before entering data. Do not enter data in shaded fields (with formulas).

Project Information:

Agency:	City of National City	**Date:**	5/21/2025
Project Description:	The proposed project is a combination of public right-of-way, multi-use path, and local park improvements.		
Project Title	National City Eastside I-805 Community Greenbelt Project		
Project Location:	National City, immediately east of Interstate 805 between Division Street and Plaza Boulevard		
Name of Licensed Engineer in responsible charge of preparing or reviewing this PSR-Equivalent Cost Estimate:	Nicholas Oleskowicz	**License #:**	89464

Engineer's Estimate and Cost Breakdown:

Engineer's Estimate (for Construction Items Only)

Item No.	Item	Quantity	Units	Unit Cost	Total Item Cost	Cost Breakdown: CCLGP Participating Costs/Items %	CCLGP Participating Costs/Items $	CCLGP Non-participating Costs/Items %	CCLGP Non-participating Costs/Items $
General Overhead-Related Construction Items									
1	Mobilization	1	LS	$146,120	$146,120	100%	$146,120		
2	Surveying and Construction Staking	1	LS	$52,900	$52,900	100%	$52,900		
3	Traffic Control and Pedestrian Control	1	LS	$98,500	$98,500	100%	$98,500		
4	Clearing and Grubbing	1	LS	$297,102	$297,102	100%	$297,102		
5	Water Pollution Control	1	LS	$29,000	$29,000	100%	$29,000		
General Construction Items									
6	Construct 6" Curb and Gutter Type G	1890.5	LF	64	$120,992.00	100%	$120,992		
7	Construct Asphalt Concrete Pavement	752.62	TON	253	$190,412.86	100%	$190,413		
8	Construct Class II Aggregate Base	1050.73	TON	34	$35,724.82	100%	$35,725		
9	Furnish and Install Tensar TX-160 Geogrid	3356.92	SY	23.25	$78,048.39	100%	$78,048		
10	Construct Curb Ramp (All Types) per I/P	3	EA	8000	$24,000.00	100%	$24,000		
11	Construct 4" PCC Sidewalk	9329.08	SF	11	$102,619.88	100%	$102,620		
12	Construct Residential Concrete Driveway per SDRSD G-14A and G-14D	2832.75	SF	18	$50,989.50	100%	$50,990		
13	Construct Commercial Concrete Driveway per SDRSD G-14B	1176	SF	25	$29,400.00	100%	$29,400		
14	Construct 8" PCC Pavement	918	SF	22	$20,196.00	100%	$20,196		
15	Install 5' High Fence Per SDRSD M-06 & M20 with 6-Gauge, 1" Galv. Mesh	371	LF	138	$51,198.00	100%	$51,198		
16	Construct 8" 3250-PSI PCC Bus Slab with #4 Reinforcement at 12" On Cent	1159.5	SF	39.5	$45,800.25	100%	$45,800		
17	Construct PCC Thickened Edge Sidewalk	2669.3	SF	30	$80,079.00	100%	$80,079		
18	Furnish and Install Traffic Logix Speed Cushions Standard Style (Part # SC-	21	EA	3681	$77,301.00	100%	$77,301		
19	Construct 6" Curb per SDRSD G-01	37.5	LF	69	$2,587.50	100%	$2,588		
20	Install 3' High Fence Per SDRSD M-06 & M20 with 6-Gauge, 1" Galv. Mesh	216.5	LF	137.5	$29,768.75	100%	$29,769		
21	Construct Type B Gravity Retaining Wall (H=4') Per SDRSD C-09	16	LF	400	$6,400.00	100%	$6,400		
22	Construct 8" PCC Pavement Maintenance Access With #4 Reinforcement at	1850.76	SF	27	$49,970.52	100%	$49,971		
23	Concrete Paving - Natural Grey Color	190	SF	19.25	$3,657.50	100%	$3,658		
24	Concrete Paving - Integral Color	855.77	SF	21	$17,971.17	100%	$17,971		
25	Concrete Paving - Banding - Integral Color	238.5	SF	40.5	$9,659.25	100%	$9,659		
26	Concrete Header	113.5	LF	60	$6,810.00	100%	$6,810		
27	Stabilized Decomposed Granite Paving	337.75	SF	14	$4,728.50	100%	$4,729		
28	24" Box Trees	46	EA	495	$22,770.00	100%	$22,770		
29	Shrubs and Groundcover - 1 Gallon	238	EA	13.75	$3,272.50	100%	$3,273		
30	Top Soil, Amended In-Place, Including Sampling and Testing	113.16	CY	26	$2,942.16	100%	$2,942		
31	Boulders - 4' Size	4	EA	660	$2,640.00	100%	$2,640		
32	Boulders - 2.5' Size	2	EA	495	$990.00	100%	$990		
33	6" Rock Cobble over Mirafi 1100N, or A/E	441	SF	8	$3,528.00	100%	$3,528		
34	Rock Mulch (3" Depth)	2.74	CY	360	$986.40	100%	$986		
35	Bark Mulch (3" Depth)	37808	SF	0.55	$20,794.40	100%	$20,794		
36	Furnish and Install Irrigation Improvements	1	LS	91025	$91,025.00	100%	$91,025		
37	Furnish and Install Decorative Memorial Light Columns	3	EA	82500	$247,500.00	100%	$247,500		
38	Furnish and Install Removable Bollards	3	EA	3255	$9,765.00	100%	$9,765		
39	Unclassified Excavation	1	LS	150124	$150,124.00	100%	$150,124		
40	Removal, Disposal and Replacement of Unsuitable Material	162.73	CY	426	$69,322.98	100%	$69,323		
41	Signing and Striping	1	LS	86611	$86,611.00	100%	$86,611		
42	Plaza and Euclid Traffic Signal Modification - Bus Priority	1	LS	99500	$99,500.00	100%	$99,500		
43	Solar Powered LED Illuminated Crossing (4th Street)	1	LS	71500	$71,500.00	100%	$71,500		
44	Furnish and Install Sidewalk Underdrain per SDRSD D-27	1	EA	400	$400.00	100%	$400		
45	Furnish and Install Filterra Internal Bypass Curb with ADA Grates, Model: F	1	LS	101000	$101,000.00	100%	$101,000		
46	Furnish and Install NDS Spee-D Basin Single Outlet Round Polished Brass I	1	EA	10758	$10,758.00	100%	$10,758		
47	Furnish and Install 24"x24" Brooks Box with ADA Grate or Approved Equal	1	EA	5350	$5,350.00	100%	$5,350		
48	Furnish and Install 12" C900 PVC Pipe	15	LF	218	$3,270.00	100%	$3,270		
49	Construct Type B Straight Headwall per SDRSD D-32	1	EA	10700	$10,700.00	100%	$10,700		
50	Furnish and Install 24" RCP	80	LF	244	$19,520.00	100%	$19,520		
51	Furnish And Install Modular Wetland Stormwater Biofiltration System MWS	1	EA	68000	$68,000.00	100%	$68,000		
52	Construct Type A-4 Cleanout per SDRSD D-09	1	EA	12200	$12,200.00	100%	$12,200		
53	Construct 6" PCC Concrete Apron	144	SF	22	$3,168.00	100%	$3,168		
54	Solar Lighting and Foundation	1	LS	241500	$241,500.00	100%	$241,500		
55	2" SCH 40 PVC Electrical Conduit with #5 pull boxes at 200' intervals	1	LS	75900	$75,900.00	100%	$75,900		
New General Construction Items									
56	El Toyon Detention Basin	1	LS	$ 164,027	$164,027.04	100%	$164,027		
57	Additional signage @ speed humps	1	LS	$ 8,266	$8,265.60	100%	$8,266		
58	Additional biofiltration @ 4th Street and T Ave.	1	LS	$ 20,709	$20,708.59	100%	$20,709		
59	Tree Grates along Plaza Blvd	1	LS	$ 95,548	$95,547.97	100%	$95,548		
60	Additional trees and irrigation on Plaza Blvd	1	LS	$ 27,052	$27,052.06	100%	$27,052		
61	Gravity Wall @ Bus Stop on Plaza Blvd	1	LS	$ 2,692	$2,692.47	100%	$2,692		
62	Raise Controller Cabinet	1	LS	$ 3,249	$3,249.08	100%	$3,249		
63	P-2 Sewer Work	1	LS	$ 350,400	$350,400.00			100%	$350,400
64	Added Bus Pad	1	LS	$ 34,760	$34,760.00	100%	$34,760		
65	Addt'l access ramp work	1	LS	$ 2,319	$2,318.71	100%	$2,319		
66	ART WI fence @ spigot on 4th	1	LS	$ 21,380	$21,379.68	100%	$21,380		
67	Addt'l 5' fence on Plaza	1	LS	$ 29,988	$29,988.00	100%	$29,988		
68	Reroute existing sewer line @ additional trail	1	LS	$ 2,591	$2,591.41	100%	$2,591		
69	Added walking trail scope to El Toyon Park	1	LS	$ 207,969	$207,969.05	100%	$207,969		
70	Tree removal for added trail	1	LS	$ 6,930	$6,930.00	100%	$6,930		
71	Install Redwood Header @ added Trail	1	LS	$ 2,340	$2,339.73	100%	$2,340		
72	Reset 24" RCP @ at additional biofiltration area	1	LS	$ 4,117	$4,117.27	100%	$4,117		
73	Light Column relocations	1	LS	$ 723	$723.32	100%	$723		
74	Irrigation controller substation	1	LS	$ 6,689	$6,688.73	100%	$6,689		
75	Light Column solar and plates mod. (credit)	1	LS	$ (17,063)	-$17,062.83	100%	-$17,063		
76	Traffic Signal Modifications (Bus Priority)	1	LS	$ 2,323	$2,323.25	100%	$2,323		

Detailed Engineer's Estimate and Total Project Costs

Important: Read the Instructions in the first sheet (tab) before entering data. Do not enter data in shaded fields (with formulas).

Project Information:

Agency:	City of National City	**Date:**	5/21/2025
Project Description:	The proposed project is a combination of public right-of-way, multi-use path, and local park improvements.		
Project Title	National City Eastside I-805 Community Greenbelt Project		
Project Location:	National City, immediately east of Interstate 805 between Division Street and Plaza Boulevard		
Name of Licensed Engineer in responsible charge of preparing or reviewing this PSR-Equivalent Cost Estimate:	Nicholas Oleskowicz	**License #:**	89464

77	2" Conduit for CCTV power feed	1	LS	$ 6,522	$6,522.38	100%	$6,522				
78	Restroom Renovations	1	LS	$ 135,000	$135,000.00	100%	$135,000				
79	Furnish and Install Waste Bins	12	EA	$ 2,800	$33,600.00	100%	$33,600				
80	Furnish and Install Bench	2	EA	$ 2,500	$5,000.00	100%	$5,000				
81	Furnish and Install Flag Pole at Filipino Plaza	2	EA	$ 15,000	$30,000.00	100%	$30,000				
82	Furnish and Install Wayfinding Signage	20	EA	$ 1,200	$24,000.00			100%	$24,000		
83								100%			
	Subtotal of Construction Items:				**$4,308,106**		**$3,933,706**		**$374,400**		
	Construction Item Contingencies (% of Construction Items):			**0.0%**	$0		$0		$0		
	Total (Construction Items & Contingencies) cost:				**$4,308,106**		**$3,933,706**		**$374,400**		

Project Delivery Costs:

Type of Project Cost	**Cost $**	CCLGP Participating Costs	CCLGP Non-participating Costs		
Preliminary Engineering (PE)					
Environmental Studies and Permits(PA&ED):	$ 10,658	$10,658	$ -		
Plans, Specifications and Estimates (PS&E):	$ 664,466	$664,466	$ -	"PE" costs / "CON" costs	
Total PE:	**$ 675,124**	**$675,124**	$ -	16%	**25% Max**
Right of Way (RW)					
Right of Way Engineering:	$ -				
Acquisitions and Utilities:	$ -				
Total RW:	**$ -**	$ -	$ -		
Total Pre-Construction Costs (PE+RW):	**$675,124**	**$675,124**	$ -		
Construction Engineering (CE)				"CE" costs / "CON" costs	
Construction Engineering (CE):	$ 423,011	$390,775	$32,236	10%	**15% Max**
Total Construction Costs:	**$4,731,117**	**$4,324,481**	**$406,636**		
		CCLGP Participating Costs	Non-participating Costs		
Total Project Cost:	**$5,406,241**	**$4,999,605**	**$406,636**		

Documentation of Non-Participating Costs:

The Engineer's logic and/or calculations for splitting costs between CCLGP-Participating and Non-participating costs must be documented in this section of the Estimate form.

Separate logic is required for each item which is partly a participating cost for CCLGP funding or is required for the construction of a non-participating item/element of the project.

Item #:	Description of Engineer's Logic: (See examples shown in the Instructions)
63	P-2 Sewer work is a planned maintenance upgrade for the sewer line within El Toyon Park. This was added into this project as a non-participating cost as it is directly underneath CCLGP proposed work.
82	Paid for by Active Transportation Program Cycle 4 ATPLSB1-5066(047)

Project Name:	CCL 5066-051 - National City - Eastside I-805 Community Greenbelt

Instructions: In Column D, enter the project outcome from your original application. In column E, enter what the updated outcome with the proposed scope change(s). The *difference* between the *origional outcome* compared to the *updated outcome* with the proposed scope change(s) will be automatically calculated and shown in column F. This difference could be less or more than the original outcome depending on the proposed scope change(s). Please do not leave any cells blank. Enter a zero (0) if the output doesn't apply.

A: Category	B: Output	C: Unit	D: Total Per Application Section 4.1	E: Total Proposed with Scope Change Request	F: Difference of Outcome
		ONLY ENTER NUMERICAL VALUES	THIS CAN BE FOUND ON THE ORIGINAL APPLICATION	*NEW* TOTAL VALUE OF OUTCOME *WITH SCOPE CHANGE*	TOTAL *DIFFERENCE* OF ORIGINAL OUTCOME COMPARED TO UPDATED OUTCOME WITH SCOPE CHANGE REQUEST
Litter Abatement	Litter Collected	Cubic Yards	825	220	-605
	Public Space Cleaned	Square Feet	87741	101190	13449
	Anti-Littering Signs	Number of Signs	18	18	0
	Waste Bins	Number of Bins	12	12	0
Transit Center Improvements	Litter Collected	Cubic Yards	0	0	0
	Beautifications of Space	Number of Bus Stops Beautified	0	0	0
		Number of Transit Centers Beautified	0	0	0
		Number of Art Installations	0	0	0
Enhance Public Health	Increased Walking Paths, Bike Paths, Children's Play Areas	Square Feet	132956	49658	-83298
Beautification	Art Installations	Number of Installations	0	2	2
		Square Footage of Installations	1350	721	-629
	Urban Heat Island Reduction	Decrease in Temperature by Degrees Fahrenheit at each Improved Site, Measured at the Noon Hour	0	0	0
	Shade Trees Planted	Number Planted	108	62	-46
	Drought-Tolerant, Native Plans	Number Planted	8440	4994	-3446
Enhance Use	Furniture Added	Number of Seats Added	6	6	0
	Play Equipment Installed	Number of Play Equipment Features Installed	0	0	0
	Public Space Reclaimed for Public use or Added for Public Use	Square Feet	132956	101190	-31766
	Increased use of Existing Public Space	Increased Number of Hours per Day Available	24	24	0
Enhanced Community Connection	Wayfinding Signage	Number of Signs Added	20	20	0
	Community/Historical Signs and Markers	Number of Signs Added	4	3	-1
Jobs and Volunteer Positions Created	New Permanent or Temporary Jobs Created and Number of Artists Supported by the Prime Awardee and all Consultants/Contractors to Implement or Maintain the Project(s)	Number of Permanent Persons Hired	0	0	0
		Nubmer of Temporary Persons Hired	0	0	0
		Numbe rof Artists Supported	0	1	1
Pavement and Support Elements	Enhanced Paving (permeable surface or pavement alternatives, such as wood chips)	Square Feet	20416	35592	15176
	Decreased Pavement	Square Feet	0	0	0
	Upgraded or Improved Permanent Irrigation Systems	Linear Feet	5627	7238	1611
	Bioretntions Swales and other Green Street Elements	Each	7	5	-2
	Energy-Conserving Lighting Installed	Number of Energy-Conserving Lights Installed	56	20	-36
	Tenewable Energy Technologies (e.g. solar panels)	Each	0	26	26
	Installations of Water Fountains	Number of Water Fountains Installed	0	0	0
	Installation of Refurbishment of Bathrooms	Number of Toilets Installed or Refurbished	0	8	8
	Architectural Fencing (not chain-link)	Linear Feet	3943	56	-3887
	Shade Strucutres (not including shade trees - see Beautification category	Number of Shade Structures	0	0	0
Education	Campaigns	# of Campaigns	0	0	0
		Reach of the Campaigns	0	0	0
		Frquency of the Campaigns	0	0	0
	Community Events	# of Events	6	6	0
		# of Attendees	240	240	0
Other			0	0	0
			0	0	0
			0	0	0
			0	0	0
Other for Infrastructure			0	0	0
			0	0	0
			0	0	0

Clean California Local Grant Program (State)

Amendment to Restricted Grant Agreement

Amendment Number 3 ("Amendment")

This Amendment will commence on December 30, 2025, once approved by the Department of Transportation (**CALTRANS)**, and it amends the Restricted Grant Agreement (RGA) executed between **CITY OF NATIONAL CITY**, hereinafter referred to as A**GENCY**, and **CALTRANS,** as set forth below:

Background: The **AGENCY** needs additional time to process closeout items and requests a time extension to complete project closeout for the National City Eastside I-805 Community Greenbelt project.

The **AGENCY** is approved for a time extension to complete project closeout and agrees to submit all project closeout documents and invoices to **CALTRANS** by February 1, 2027.

The **AGENCY** understands it is receiving the maximum available time to complete the **PROJECT** and that no further extensions will be granted due to the expiration of program funds. Furthermore, the **AGENCY** understands that failure to meet the deadlines outlined in this amendment may result in loss of funding.

Agreement Section and Text	**Amended Text**
Project Milestone Schedule of RGA CCL-5066-051-A2	Project Milestone Schedule is revised as shown in the Updated Project Milestones table below.
RGA CCL-5066-051 and any applicable amendments. This RGA shall expire on **December 31, 2025** • Section 10(a) - All reimbursable work shall terminate no later than June 30, 2024. Project closeout and final invoicing to **CALTRANS** must be submitted no later than November 1, 2024. Work incurred after June 30, 2024 will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after November 1, 2024. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through November 1, 2024 (which, in total, shall not exceed 5% of the grant award). • Section 15(j) - **AGENCY** has until November 1, 2024 to make final allowable payments to Project contractors or vendors, and submit the Project's Final Report, as defined in Attachment I and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. • Section 15(k) - Complete final delivery reports and invoices must be submitted to **CALTRANS** by November 1, 2024.	This RGA shall expire on **March 31, 2027** • Section 10(a) - All reimbursable work shall terminate no later than *September 30, 2026*. **Project closeout and final invoicing to CALTRANS must be submitted no later than *February 1, 2027*.** Work incurred after *September 30, 2026* will not be reimbursed. **Payment may be forfeit for any and all invoicing submitted to CALTRANS after *February 1, 2027***. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through *February 1, 2027* (which, in total, shall not exceed 5% of the grant award). • Section 15(j) - **AGENCY** has until *February 1, 2027* to make final allowable payments to Project contractors or vendors, and submit the Project's Final Report, as defined in Attachment I and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. • Section 15(k) - Complete final delivery reports and invoices must be submitted to **CALTRANS** by *February 1, 2027*.

Agreement Section and Text	**Amended Text**
• Section 37(a) - **AGENCY** will provide a final close out report to the **CALTRANS** Contract Manager no later than November 1, 2024. • Section 37(c) - Payments shall be forfeit if invoices are submitted after November 1, 2024.	• Section 37(a) - **AGENCY** will provide a final close out report to the **CALTRANS** Contract Manager no later than *February 1, 2027*. • Section 37(c) - **Payments may be forfeit if invoices are submitted after *February 1, 2027***.

Updated Project Milestones:

Project Milestone	**Amendment 2 Milestone Dates**	**Revised Milestone Dates**
End Construction Phase (*project is complete and open to the public*) Construction Contract Acceptance Milestone ***Cannot be later than 9/30/2026***	6/30/2025	6/30/2025
Submit All Project Closeout Documents and Invoices (Project Closeout) ***Cannot be later than 2/1/2027***	12/31/2025	2/28/2026

In Witness Whereof, the parties hereto have executed this Amendment Number 3 to the Restricted Grant Agreement on the day and year first herein above written:

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	**CITY OF NATIONAL CITY**
By:	By:
Printed Name: Denise Alcoriza *For* Zhongren Wang	Printed Name: Douglas J. Schulze
Title: Deputy Division Chief Office of State Programs Division of Local Assistance	Title: City Manager City of National City
Date:	Date: 09/15/2026
	By:
	Printed Name:
	Title:
	Date:

RESOLUTION NO. 2026 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE RESTRICTED GRANT AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE CLEAN CALIFORNIA LOCAL GRANT PROGRAM FOR THE NATIONAL CITY EASTSIDE I-805 COMMUNITY GREENBELT PROJECT, CIP NO. 22-09.

WHEREAS, on February 1, 2022, the City of National City ("City") submitted a Clean California Local Grant Program grant application in the amount of $4,998,761 (the "Grant") for the National City Eastside I-805 Community Greenbelt Project, CIP No. 22-09 (the "Project"); and

WHEREAS, the Project provides a combination of public right-of-way, multi-use path, and local park improvements to the east of and parallel to Interstate 805 between Division Street and 4th Street, continuing along neighborhood streets to Plaza Boulevard; and

WHEREAS, on June 21, 2022, the City Council adopted Resolution No. 2022-114, accepting the Grant and authorizing the execution of a Restricted Grant Agreement ("Agreement") with the State of California Department of Transportation ("Caltrans"), with a $20,000 in-kind contribution from the City, for a total Project cost of $5,018,761; and

WHEREAS, under the Agreement, the period of performance to deliver the Project was originally set to end on December 31, 2024 and required that all work be completed by June 30, 2024; and

WHEREAS, during the design phase of the Project, City staff and Project team members worked closely with Caltrans staff to modify the Project alignment near El Toyon Park due to right-of-way constraints and other constructability challenges, without precluding the Project from meeting the Grant goals and outcomes that the City originally outlined; and

WHEREAS, as a result of delays caused by the Project modifications, on August 5, 2025, the City Council adopted Resolution No. 2025-81, amending the Agreement to document the Project scope changes and formalize the extension of the Agreement through December 31, 2025, with the requirement that all work must be completed by June 30, 2025; and

WHEREAS, an additional amendment to the Agreement is necessary to further extend the Agreement to allow the City to submit all Project closeout documents and invoices to Caltrans by February 1, 2027, as well as to extend the Grant performance period by revising the Agreement expiration date from December 31, 2025 to March 31, 2027; and

WHEREAS, staff recommends approving an Amendment to the Agreement with Caltrans to allow for full reimbursement of eligible Project expenditures.

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 the Amendment to the Agreement with the State of California Department of Transportation for the

Clean California Local Grant Program for the National City Eastside I-805 Community Greenbelt Project, CIP No. 22-09.

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

PASSED and ADOPTED this 6th day of October, 2026.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Heidi Skinner, City Attorney

AGENDA REPORT

Department: Human Resources
Prepared by: Rex Sanders, Interim Human Resources Director
Meeting Date: Tuesday, October 6, 2026
Approved by: Douglas J. Schulze, City Manager

SUBJECT:
Approve the Creation of Three (3) New Job Classifications Titled Assistant Emergency Medical Coordinator, Paramedic (EMT-P) and Emergency Medical Technician (EMT).

RECOMMENDATION:
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Creating Three New Job Classifications of Assistant Emergency Medical Services Coordinator, Paramedic (EMT-P), and Emergency Medical Technician (EMT)."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
On July 8, 2026, the National City Civil Service Commission approved the new Assistant Emergency Medical Coordinator, Paramedic (EMT-P) and Emergency Medical Technician (EMT) job classifications (Exhibits A-C).

EXPLANATION:

The City Council has approved the implementation of the Ambulance Transport Services Program to be operated by the National City Fire Department. To support implementation of this program, the Fire Department is establishing the personnel framework necessary to provide ambulance operations, emergency medical response, EMS program administration, quality improvement, training, and regulatory compliance.

As outlined in the Department's ALS Ambulance Operational Plan, the City intends to operate three (3) twenty-four-hour Advanced Life Support (ALS) ambulances as its primary emergency medical transport resources. Each ambulance will be staffed with one (1) Paramedic and one (1) Emergency Medical Technician (EMT). In addition to these field operations, the Department's EMS Division will provide oversight of ambulance operations, quality assurance and improvement, training, regulatory compliance, and overall system performance management.

To support these operational and administrative functions, the Department is proposing the establishment of three related but distinct job classifications: Assistant EMS Coordinator, Paramedic (EMT-P), and Emergency Medical Technician (EMT). Each classification addresses a specific component of the City's municipal EMS delivery system and establishes the appropriate classification framework for the work that will be performed.

The Assistant EMS Coordinator classification provides technical, administrative, and programmatic support to the EMS program. This classification supports quality assurance and quality improvement activities, EMS data review, regulatory compliance, exposure management, training coordination, EMS supply and inventory management, and liaison work with hospitals, agencies, vendors, and other EMS stakeholders.

The Paramedic (EMT-P) classification provides advanced life support services within the scope of California paramedic licensure and San Diego County EMS accreditation. This classification supports emergency medical response, patient assessment, advanced medical interventions, patient care documentation, ambulance operations, emergency vehicle response, equipment readiness, and related Fire Department operational duties.

The Emergency Medical Technician (EMT) classification provides basic life support services within the scope of California EMT certification and applicable San Diego County EMS requirements. This classification supports emergency medical response, patient care and transport, basic life support interventions, patient care documentation, ambulance operations, emergency vehicle response, equipment readiness, and related Fire Department operational duties.

Together, these classifications establish the staffing structure necessary to support the City's municipally operated ambulance transport system. The classifications provide the personnel resources needed to support field operations, EMS program management, quality assurance, training, regulatory compliance, and the delivery of reliable emergency medical transport services to the community.

FINANCIAL STATEMENT:
Approval of the proposed classifications establishes the job classifications necessary to support the Ambulance Transport program. Approval of the classifications does not, by itself, authorize the filling of positions or create additional appropriations beyond those approved through the City's budget and personnel authorization processes.

Any salary, staffing, or budget impacts associated with filling positions in these classifications will be addressed through the appropriate budget, salary schedule, and hiring authorization processes.

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 – Assistant Emergency Medical Services Coordinator Class Specification
Exhibit B – Paramedic (EMT-P) Class Specification
Exhibit C – Emergency Medical Technician (EMT) Class Specification
Exhibit D – Resolution

ASSISTANT EMERGENCY MEDICAL SERVICES (EMS) COORDINATOR	CITY OF NATIONAL CITY
CLASS SPECIFICATION	APPROVED:

DEFINITION

Under general direction of the EMS Battalion Chief or designee, provides technical, administrative, clinical, and programmatic support for the Fire Department Emergency Medical Services (EMS) Program; assists in planning, coordinating, monitoring, and evaluating EMS Program activities; supports to the EMS Quality Assurance/Quality Improvement (QA/QI) Program, EMS education and training, infection control and exposure follow-up, regulatory compliance, data reporting, and EMS supply and inventory readiness; serves as a liaison with other City divisions, departments, agencies, hospitals, training institutions and vendors; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

Assistant Emergency Medical Services (EMS) Coordinator is a technical and administrative EMS program support classification assigned to the Fire Department. Incumbents perform specialized EMS program support duties involving QA/QI review, EMS data analysis, training coordination, infection control support, exposure follow-up, regulatory compliance, and station supply/inventory management.

This classification is distinguished from line emergency medical classifications by its primary responsibility for EMS program coordination, compliance, data, training, and administrative support rather than routine emergency response and patient transport. It is distinguished from EMS Battalion Chief or other management classifications by the absence of full program management, budget authority, and formal supervisory responsibility. Incumbents may handle confidential medical, personnel, and operational information and must maintain confidentiality in accordance with applicable law and City policy.

ESSENTIAL FUNCTIONS

- Assist in the development, implementation, monitoring, and evaluation of EMS programs, procedures, training, and operational support activities.
- Support the EMS Quality Improvement/Quality Assurance (QA/QI) program, including review of EMS data, patient care, documentation, trends, system performance, and compliance indicators.
- Compile, analyze, and summarize EMS system data; prepare reports, findings, recommendations, presentations, and follow-up materials for EMS leadership.
- Assist in coordinating EMS education, continuing education, skills verification, training records, and related compliance documentation.
- Serve as backup Designated Infection Control Officer (DICO) when assigned; assist with exposure management, hospital follow-up, documentation, reporting, and employee notifications as appropriate.
- Coordinate employee exposure management and hospital follow-up data.
- Liaison with regulatory agencies, hospitals, training institutions, and fire agencies.
- Assist in development, review, and revision of EMS policies, procedures, guidelines, forms, and training materials.
- Coordinate with the Medical Director, EMS Coordinator, EMS Battalion Chief, Fire Department leadership, County EMS, hospitals, training institutions, other fire agencies, and vendors.
- Assist in maintaining the Exposure Control Plan and related infection prevention, occupational exposure, and EMS safety documentation.
- Order, distribute, track and manage EMS supplies, equipment, and station inventory to support operational readiness.
- Monitor EMS equipment, supply usage, expiration dates, replacement needs, and related documentation.
- Use EMS software, electronic patient care reporting systems, spreadsheets, databases, and other technology to support program operations.

- Maintain confidentiality of protected health information, personnel information, QA/QI materials, and other confidential records.
- Participate in emergency preparedness, training exercises, meetings, and special projects as assigned.
- Perform other related duties as assigned.

EDUCATION AND EXPERIENCE

Any combination of training and experience that provides the required knowledge, skills, and abilities may qualify.

A typical qualifying background would include:

Experience

- Three (3) years of experience working in a pre-hospital care system, emergency department, EMS program, or closely related emergency medical services environment.

Education

- An associate degree from an accredited college or university in Emergency Medical Services, Fire Services, Public Administration, Health Administration, Nursing, or a closely related field; or a minimum of sixty (60) college semester units from an accredited college or university in a related field.

LICENSES, CERTIFICATIONS, AND SPECIAL REQUIREMENTS

- Possession and maintenance of a California Paramedic license and San Diego County Paramedic accreditation is required unless the City determines that an equivalent EMS clinical credential or EMS program credential satisfies the operational needs of the assignment.
- Possession and maintenance of Basic Life Support (BLS) for Healthcare Providers CPR certification is required.
- Possession and maintenance of Advanced Cardiac Life Support (ACLS) certification is required if the position is required to perform clinical review, training, or other paramedic-level EMS duties.
- Successful completion of Incident Command System (ICS) 100, 200, 700, and 800 is required within six (6) months of appointment, unless required earlier by department policy.
- Ability to attend meetings, trainings, inspections, and work assignments at various City and off-site locations as required.
- Possession of a valid California driver's license may be required if the position is assigned duties that require operation of a City vehicle or other vehicle on City business and the City determines that alternative forms of transportation are not comparable in travel time or cost.
- A California Ambulance Driver Certificate is required if the position is assigned to operate an ambulance.
- Pediatric Advanced Life Support (PALS), Pediatric Education for Prehospital Professionals (PEPP), Prehospital Trauma Life Support (PHTLS), Designated Infection Control Officer (DICO), or similar EMS-related certifications are desirable.

KNOWLEDGE OF

- Emergency medical services systems, pre-hospital care practices, and related Fire Department operations.
- Principles and practices of EMS program support, program evaluation, training coordination, and operational readiness.
- Quality assurance, quality improvement, continuous quality improvement (CQI), data review, and performance improvement practices in an EMS setting.
- Infection control, exposure control, communicable disease reporting, and operational exposure follow up practices.
- Incident Command System (ICS), National Incident Management System (NIMS) and emergency operations principles.

- Applicable federal, state County, and local laws, regulations, standards, protocols, and policies governing EMS operations.
- Health Insurance Portability and Accountability Act (HIPPA) requirements and confidentiality principles related to protected health information and EMS records.
- EMS supply, inventory, equipment, and station readiness practices.
- Basic principles of public administration, budgeting, program coordination, recordkeeping, and report preparation.

SKILL IN

- Reviewing EMS data, electronic patient care records, reports, and related documentation for completeness, trends, compliance, and quality improvement purposes.
- Preparing clear reports, correspondence, procedures, presentations, and training materials.
- Coordinating training, meetings, follow-up activities, supply management, and program support tasks.
- Using EMS reporting systems, word processing, spreadsheet, database, and presentation software.
- Communicating professionally with Fire Department personnel, City staff, hospitals, regulatory agencies, vendors, and the public.
- Maintaining accurate records, inventories, logs, and compliance documentation.
- Handling confidential medical, personnel, and operational information appropriately.
- Organizing work, managing deadlines, and following through on assignments with limited supervision.

ABILITY TO

- Support EMS program activities, QA/QI processes, training coordination, compliance tracking, and operational readiness.
- Research, compile, analyze, and interpret technical and operational data and make sound recommendations.
- Understand, interpret, and apply applicable EMS regulations, protocols, policies, and procedures.
- Exercise sound judgment and maintain composure in emergency, sensitive, and high-stress situations.
- Establish and maintain effective working relationships with managers, employees, agencies, hospitals, vendors, and the public.
- Communicate clearly and effectively, both orally and in writing.
- Work independently, manage competing priorities, and consult with management as appropriate.
- Maintain confidentiality and comply with applicable privacy and records requirements.
- Travel to stations, hospitals, training sites, meetings, and other work locations as assigned.

WORKING CONDITIONS

Work is performed in office, fire station, training, hospital, field, and emergency services environments. Work may involve exposure to emergency conditions, biohazards, communicable diseases, bloodborne pathogens, hazardous materials, emotional situations, adverse weather, and other field conditions. May be required to work extended hours, weekends, holidays, or during emergencies, incidents, exercises, or special events.

PHYSICAL DEMANDS

The physical demands described below are representative of those that must be met by an employee to successfully perform the essential functions of this classification. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing the duties of the job, the employee is regularly required to use hands, wrists, and fingers to handle, feel, grasp, and operate office and EMS equipment; sit, stand, walk, reach, talk, and hear; and use a computer and related technology. The employee may occasionally stoop, kneel, crouch, bend, lift, carry, push, pull, or move EMS equipment and supplies weighing up to thirty pounds, or more with assistance or appropriate equipment. Vision requirements include close vision, distance vision, peripheral vision, and the ability to adjust focus, with or without corrective lenses.

PARAMEDIC (EMT-P)	CITY OF NATIONAL CITY
CLASS SPECIFICATION	APPROVED:

DEFINITION

Under general supervision, provides basic and advanced life support emergency medical care and transport for ill and injured persons within the scope of licensure as a Paramedic; responds to emergency medical calls for service, including fires, accidents, medical emergencies, and other incidents; operates ambulances and emergency vehicles to and from emergency scenes and medical facilities; participates in required continuing education, training, station maintenance, readiness activities, and related Fire Department operations; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

Paramedic is the advanced life support emergency medical classification in the Fire Department EMS transport program. Incumbents provide patient assessment, BLS and ALS interventions, medication administration, cardiac monitoring, advanced airway support, patient transport, emergency vehicle operation, documentation, equipment readiness, and support to emergency response operations.

This classification is distinguished from Emergency Medical Technician by the requirement for a California Paramedic license, San Diego County accreditation, and authorization to perform advanced life support procedures within applicable scope of practice. Paramedics work within applicable California, San Diego County EMS, and City/Fire Department policies, protocols, and procedures.

ESSENTIAL FUNCTIONS

- Apply established Basic Life Support (BLS) and Advanced Life Support (ALS) protocols to persons in life-threatening or emergent medical situations within the scope of Paramedic licensure and in accordance with applicable California law, San Diego County Emergency Medical Services (EMS) policies, and protocols, and City/Fire Department procedures.
- Provide emergency medical care including patient assessment, airway management, cardiac monitoring, defibrillation, transcutaneous pacing, intravenous and intraosseous access, medication administration, wound care, splinting, triage, and other authorized BLS and ALS interventions.
- Record patient condition, medical history, treatments rendered, medications administered, vital signs, and scene observations; prepare and maintain required patient care reports and related documentation.
- Communicate patient information to physicians, nurses, base hospital personnel, or designees via radio, cellular transmission, electronic patient care reporting system, direct contact or other authorized method.
- Maintain controlled substance inventory, security, reconciliation, documentation, and chain-of-custody records as assigned and in accordance with applicable policies and requirements.
- Assist with patient movement, lifting, carrying, transferring, loading, and unloading patients into ambulances and healthcare facilities.
- Operate ambulances and emergency vehicles under emergency and non-emergency conditions in accordance with applicable laws, policies, and safety practices.
- Inspect, clean, stock, inventory, and maintain assigned ambulances, medical equipment, medications, supplies, and related equipment for operational readiness.
- Perform routine vehicle readiness checks and report mechanical, equipment, medication, supply, or safety concerns.

- Participate in fire station maintenance, readiness activities, drills, continuing education, clinical updates, and training evolutions.
- Comply with HIPAA, infection control, exposure control, safety, controlled substance, documentation, and confidentiality requirements.
- Perform related duties as assigned.

EDUCATION AND EXPERIENCE

Any combination of education, training and experience that provides the required knowledge, skills, and abilities may qualify.

A typical qualifying background would include:

Education and Age

- Must be at least eighteen (18) years of age at time of appointment.
- High School Diploma or equivalent

KNOWLEDGE OF

- Basic and advanced life support principles, practices, procedures, equipment, medications, and terminology.
- Emergency medical care within the Paramedic scope of licensure and County accreditation.
- Applicable California EMS laws and regulations, San Diego County EMS policies and protocols, and City/Fire Department procedures.
- Patient assessment, cardiac monitoring, airway management, IV/IO access, medication administration, triage, trauma care, and patient transport practices.
- Controlled substance inventory, documentation, security, reconciliation, and chain-of-custody procedures.
- Ambulance and emergency vehicle operation, safety practices, and equipment readiness requirements.
- Infection control, bloodborne pathogen precautions, exposure control, and personal protective equipment practices.
- HIPAA and confidentiality requirements related to patient information and EMS records.
- Incident Command System (ICS), National Incident Management System (NIMS), and emergency scene safety principles.

SKILL IN

- Providing basic and advanced emergency medical care within authorized scope of practice.
- Assessing patients, obtaining vital signs, performing ALS interventions, documenting care, and communicating patient information accurately.
- Administering and documenting medications in accordance with applicable protocols and requirements.
- Maintaining controlled substance records and related accountability documentation.
- Operating ambulances and emergency vehicles safely under emergency and non-emergency conditions.
- Using EMS equipment, cardiac monitors, airway equipment, ambulance equipment, radios, electronic patient care reporting systems, and related technology.
- Moving, lifting, carrying, loading, and unloading patients and equipment safely, using appropriate assistance and devices.
- Maintaining equipment, medications, supplies, vehicles, and work areas in a state of operational readiness.

- Communicating clearly and professionally with patients, family members, coworkers, hospital staff, base hospital personnel, allied agencies, and the public.

ABILITY TO

- Perform competently in stressful, fast-paced, hazardous, and emergency situations

- Read and interpret maps, safety rules, operating and maintenance instructions, policies, protocols, and procedure manuals
- Prepare and maintain accurate patient care documentation, controlled substance records, logs, routine reports and written records.
- Communicate information clearly and effectively, both orally and in writing
- Establish and maintain effective working relationships with team members, City employees, allied agencies, healthcare personnel, and the public
- Carry out instructions furnished in written, oral, or diagrammatic form
- Adhere to applicable safety and health rules, department policies and procedures, and terms and conditions of employment
- Maintain physical fitness and medical/licensure/certification requirements necessary to safely and effectively perform assigned duties
- Work assigned shifts, weekends, holidays, overtime, emergency callback, and standby as operational needs require.

LICENSES, CERTIFICATIONS, AND SPECIAL REQUIREMENTS

- Possession and maintenance of a valid California Class C driver's license, or higher, is required.
- Possession and maintenance of a valid California Ambulance Driver Certificate is required.
- Possession and maintenance of a California Paramedic license and San Diego County Paramedic accreditation is required at time of appointment.
- Possession and maintenance of Basic Life Support (BLS) for Healthcare Providers CPR certification is required.
- Possession and maintenance of Advanced Cardiac Life Support (ACLS) certification is required.
- Successful completion of Incident Command System (ICS) 100, 200, 700, and 800 is required within six months of appointment, unless required earlier by department policy.
- Employees must maintain all licenses, certifications, accreditations, authorizations, and training required for the assignment as a condition of continued employment.
- Pediatric Advanced Life Support (PALS), Pediatric Education for Prehospital Professionals (PEPP), and Prehospital Trauma Life Support (PHTLS) certifications are desirable unless required by department policy or County EMS protocol.

WORKING CONDITIONS

Work is performed in fire stations, ambulances, emergency scenes, healthcare facilities, public and private property, roadways, and other field environments. Work may involve exposure to fire, smoke, traffic hazards, violence or combative persons, biohazards, bloodborne pathogens, communicable diseases, hazardous materials, bodily fluids, medications, controlled substances, emotional situations, death, adverse weather, noise, confined spaces, and other emergency conditions. Employees may be required to work shifts, weekends, holidays, overtime, callback, standby, and during declared emergencies or disaster conditions.

PHYSICAL DEMANDS

The physical demands described below are representative of those that must be met by an employee to successfully perform the essential functions of this classification. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing the duties of the job, the employee is regularly required to use hands, wrists, and fingers to handle, feel, grasp, and operate medical and vehicle equipment; stand, walk, sit, reach, climb, balance, kneel, stoop, crouch, crawl, bend, twist, talk, hear, and smell. The employee must be able to lift, carry, push, pull, move, transfer, and position patients and equipment, often in confined or difficult environments and with assistance, gurneys, stair chairs, backboards, and other lifting or moving devices. Vision requirements include close vision, distance vision, peripheral vision, depth perception, color vision, and the ability to adjust focus, with or without corrective lenses.

EMERGENCY MEDICAL TECHNICIAN (EMT)	CITY OF NATIONAL CITY
CLASS SPECIFICATION	APPROVED:

DEFINITION

Under general supervision, provide basic life support emergency medical care and transport for ill and injured persons within the scope of certification as an Emergency Medical Technician; responds to emergency medical calls for service, including fires, accidents medical emergencies, and other incidents; operates ambulances and emergency vehicles to and from emergency scenes and medical facilities; participates in required continuing education training, station maintenance, readiness activities, and related Fire Department operations; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

Emergency Medical Technician is the basic life support emergency medical classification in the Fire Department EMS transport program. Incumbents provide patient assessment, basic emergency medical care, patient movement and transport, emergency vehicle operation, documentation, equipment readiness, and support to paramedics and other emergency response personnel.

This classification is distinguished from Paramedic by the absence of advanced life support licensure and paramedic-level scope of practice. EMTs work within applicable California, San Diego County EMS, and City/Fire Department policies, protocols, and procedures.

ESSENTIAL FUNCTIONS

- Apply established Basic Life Support (BLS) protocols to persons in life-threatening or emergent medical situations within the scope of Emergency Medical Technician (EMT) certification and in accordance with applicable California law San Diego County EMS policies and protocols, and City/Fire Department procedures.
- Provide emergency medical care including patient assessment, cardiopulmonary resuscitation, airway maintenance, hemorrhage control, shock management, fracture stabilization, splinting, wound care, and other authorized BLS interventions.
- Record patient condition, medical history, treatments provided, vital signs, and scene observations; prepare and maintain required patient care reports and related documentation.
- Communicate patient information to physicians, nurses, paramedics, or designees by radio, cellular transmission, electronic patient care reporting system, direct contact, or other authorized method.
- Assist with patient movement, lifting, transferring, loading and unloading patients into ambulances and healthcare facilities; assist paramedics and other personnel as directed.
- Inspect, clean, stock, inventory, and maintain assigned ambulances, medical equipment, supplies, and related equipment for operational readiness.
- Operate ambulances and emergency vehicles under emergency and non-emergency conditions in accordance with applicable laws, policies, and safety practices.
- Perform routine vehicle readiness checks and report mechanical, equipment, supply, or safety concerns.
- Participate in fire station maintenance, readiness activities, drills, continuing education and training.
- Comply with HIPAA, infection control, exposure control, safety, documentation, and confidentiality requirements.
- Perform related duties as assigned.

EDUCATION AND EXPERIENCE

Any combination of education, training and experience that provides the required knowledge, skills, and abilities may qualify.

A typical qualifying background would include:

Education and Age

- Must be at least eighteen (18) years of age at the time of appointment.
- High School Diploma or equivalent.

KNOWLEDGE OF

- Basic life support principles, practices, procedures, equipment, and terminology.
- Emergency medical care within the EMT scope of certification.
- Applicable California EMS laws and regulations, San Diego County EMS policies and protocols, and City/Fire Department procedures.
- Ambulance and emergency vehicle operation, safety practices, and equipment readiness requirements.
- Patient assessment, patient movement, lifting, transport, and documentation practices.
- Infection control, bloodborne pathogen precautions, exposure control, and personal protective equipment practices.
- HIPAA and confidentiality requirements related to patient information and EMS records.
- Incident Command System (ICS), National Incident Management System (NIMS), and emergency scene safety principles.

SKILL IN

- Providing basic emergency medical care and BLS interventions within authorized scope of practice.
- Assessing patients, obtaining vital signs, documenting care, and communicating patient information accurately.
- Operating ambulances and emergency vehicles safely under emergency and non-emergency conditions.
- Using EMS equipment, ambulance equipment, radios, electronic patient care reporting systems, and related technology.
- Moving, lifting, carrying, loading, and unloading patients and equipment safely, using appropriate assistance and devices.
- Maintaining equipment, supplies, vehicles, and work areas in a state of operational readiness.
- Communicating clearly and professionally with patients, family members, coworkers, hospital staff, and the public.

ABILITY TO

- Perform competently in stressful, fast-paced, and emergency situations
- Read and interpret maps, safety rules, operating and maintenance instructions, policies, protocols, and procedure manuals
- Prepare and maintain accurate routine reports, patient care documentation, logs, and written records
- Carry out instructions furnished in written, oral, or diagrammatic form
- Establish and maintain effective working relationships with team members, City employees, allied agencies, healthcare personnel, and the public
- Communicate information clearly and effectively, both orally and in writing
- Adhere to applicable safety and health rules, department policies and procedures, and terms and conditions of employment
- Maintain physical fitness and medical/certification requirements necessary to safely and effectively perform assigned duties
- Work assigned shifts, weekends, holidays, overtime, emergency callback, and standby as operational needs require.

LICENSES, CERTIFICATIONS, AND SPECIAL REQUIREMENTS

- Possession and maintenance of a valid California class “C” driver license, or higher, is required.
- Possession and maintenance of a valid California Ambulance Driver Certificate is required.
- Possession and maintenance of current California EMT certification issued by, or recognized by, the County of San Diego EMS Office is required at time of appointment.
- Possession and Maintenance of Basic Life Support (BLS) for Healthcare Providers CPR certification is required.

- Successful completion of Incident Command System (ICS) 100, 200, 700, & 800 is required within six (6) months of appointment, unless required earlier by department policy.
- Employees must maintain all licenses, certifications, accreditations, authorizations, and training required for the assignment as a condition of continued employment.

WORKING CONDITIONS

Work is performed in fire stations, ambulances, emergency scenes, healthcare facilities, public and private property, roadways, and other field environments. Work may involve exposure to fire, smoke, traffic hazards, violence or combative persons, biohazards, bloodborne pathogens, communicable diseases, hazardous materials, bodily fluids, emotional situations, death, adverse weather, noise, confined spaces, and other emergency conditions. Employees may be required to work shifts, weekends, holidays, overtime, callback, standby, and during declared emergencies or disaster conditions.

PHYSICAL DEMANDS

The physical demands described below are representative of those that must be met by an employee to successfully perform the essential functions of this classification. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing the duties of the job, the employee is regularly required to use hands, wrists, and fingers to handle, feel, grasp, and operate equipment handle, feel, grasp, and operate medical and vehicle equipment; stand, walk, sit, reach, climb, balance, kneel, stoop, crouch, crawl, bend, twist, talk, hear, and smell. The employee must be able to lift, carry, push, pull, move, transfer, and position patients and equipment, often in confined or difficult environments and with assistance, gurneys, stair chairs, backboards, and other lifting or moving devices. Vision requirements include close vision, distance vision, peripheral vision, depth perception, color vision, and the ability to adjust focus, with or without corrective lenses.

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, CREATING THREE NEW JOB CLASSIFICATIONS OF ASSISTANT EMERGENCY MEDICAL SERVICES COORDINATOR, PARAMEDIC (EMT-P), AND EMERGENCY MEDICAL TECHNICIAN (EMT).

WHEREAS, City of National City ("City") staff recommends creation three (3) new job classifications: Assistant Emergency Medical Services Coordinator, Paramedic ("EMT-P"), and Emergency Medical Technician ("EMT"); and

WHEREAS, the proposed classifications are necessary to support the operation of the City's Ambulance Transport Services Program; and

WHEREAS, the Civil Service Commission of the City of National City approved the creation of the new classifications, as shown in Exhibits A - C, at their regular meeting on July 8, 2026.

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

Section 1: That the City Council hereby authorizes the creation of three new job classifications of Assistant Emergency Medical Services Coordinator, Paramedic (EMT-P), and Emergency Medical Technician (EMT).

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

PASSED and ADOPTED this 6th day of October, 2026.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Heidi Skinner, City Attorney

AGENDA REPORT

Department: **Human Resources**
Prepared by: **Rex Sanders, Interim Human Resources Director**
Meeting Date: **Tuesday, October 6, 2026**
Approved by: **Douglas J. Schulze, City Manager**

SUBJECT:
Approve a Resolution amending the Existing Agreement with Liebert Cassidy Whitmore to Increase Contract Authority for Labor, Employment, Personnel, and Training-Related Legal Services.

RECOMMENDATION:
Adopt the Resolution entitled "Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute the First Amendment to the Agreement Between the City of National City and Liebert Cassidy Whitmore for General Legal Services Regarding Labor and Employment Law Matters to Increase the Not-To-Exceed Amount by $250,000, for a New Total Not-To-Exceed Amount of $300,000."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The City manages a complex public-sector employment environment. Labor negotiations, employee relations, workplace investigations, performance improvement, corrective action, and due process, policy compliance, public-sector training, and employment-law advice often require specialized legal support. Liebert Cassidy Whitmore has historically provided that specialized support to the City of National City.

The City is currently in contract with an LCW under an existing five-year agreement that remains in effect starting June 21, 2022 through June 21, 2027. The item before Council is a request to increase the authorized compensation under that existing agreement.

On August 19, 2025, a prior item involving Liebert Cassidy Whitmore was presented to the City Council for consideration. Following discussion, the City Council delayed action and requested that the item return at a future meeting to allow Human Resources additional time to review the City's LCW agreements and provide additional information regarding LCW costs and history. The item did not return to the City Council at that time.

This amendment is needed for two reasons.

First, during the period of the contract, City management requested LCW perform services under the existing agreement that exceeded the available contract authority originally set at $50,000. This Council action will increase the contract authority to align the agreement's authorized compensation with the paid activity already recorded.

Second, the City needs specialized labor and employment legal support through the remaining term of the agreement. The requested amendment also provides prospective authority so the City may continue using LCW for appropriate labor, employment, personnel, and training-related legal services through June 21, 2027.

Following City Council's prior direction, Human Resources reviewed available Finance records to provide a recent cost history. The attached report focuses on the most recent five fiscal years, FY2021-22 through FY2025-26. This five-year lookback provides Council with relevant spending context.

The five-year review reflects that LCW services were not limited to one narrow issue. Available records show use of LCW for personnel matters, labor and employment legal advice, training, FLSA-related work, workplace and HR-related matters, policy and compliance support, and other related services. Some invoices and descriptions may involve privileged attorney-client communications, confidential personnel matters, litigation strategy, or labor negotiations strategy.

The available five-year payment records reviewed by staff identify approximately $588,239.62 in LCW-related payments or recorded paid activity over an approximate four fiscal year (FY) period during FY2021-22 through FY2025-26 through three separate contracts with the City. For this specific contract, the City incurred a total of $253,907.

Approval of the amendment will allow the City to do three things: align the existing contract authority with paid activity, maintain continuity of specialized labor and employment legal support through the existing agreement term, and move forward with clearer internal controls for tracking outside counsel use.

Going forward, Human Resources, Finance, the City Manager's Office, and the City Attorney's Office will coordinate to ensure that outside labor and employment legal services are supported by sufficient contract authority, appropriate funding, and improved internal tracking before additional services are requested or incurred.

FINANCIAL STATEMENT:
Approval of this item will increase the authorized compensation under the existing LCW agreement from $50,000 to $300,000.

The requested increase consists of two components:

1. Contract authority needed to align the existing agreement with LCW services provided under the current agreement; and
2. Additional anticipated services for labor, employment, personnel, and training-related legal services through June 21, 2027.

Sufficient funds are available in the Human Resources and Legal Office operations budgets.

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 – Contract Amendment
Exhibit B – Current Agreement
Exhibit C – Resolution

Docusign Envelope ID: 2460DE33-997E-8601-8322-C80897E61DB7

AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND LIEBERT CASSIDY WHITMORE

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into this 15th day of September, 2026, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and LIEBERT CASSIDY WHITMORE (the "CONSULTANT").

RECITALS

WHEREAS, the CITY and the CONSULTANT entered into an agreement on June 21, 2022 (the "Agreement"), wherein the CONSULTANT agreed to provide as needed, general legal services regarding labor and employment law matters to the CITY for a not-to-exceed amount of $50,000; and

WHEREAS, based on the CONSLTANT's performance and quality of work, and to ensure continued employment and labor law support services for CITY, the CITY desires to have the CONSULANT continue providing as-needed services, and the CONSULTANT is willing to perform such services; and

WHEREAS, the parties desire to amend the Agreement by increasing the not-to-exceed amount by $250,000.00, for a total not-to-exceed amount of $300,000.00, and by replacing Exhibit B to the Agreement with a new Exhibit B, attached hereto.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The June 21, 2022 Agreement is hereby amended to increase the not to-exceed amount by $250,000.00, for a total not-to-exceed amount of $300,00.00.

2. The June 21 2022 Agreement is hereby amended to replace Exhibit B with Exhibit B attached hereto.

3. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the June 21, 2022 Agreement shall remain in full force and effect.

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

Docusign Envelope ID: 2460DE33-997E-8601-8322-C80897E61DB7

CITY OF NATIONAL CITY

By:_____
Ron Morrison, Mayor

APPROVED AS TO FORM:

By:_____
Heidi Skinner
City Attorney

LIEBERT CASSIDY WHITMORE

Signed by:
By: [redacted] 9/28/2026
F4C9135CB258401...

Title: Managing Partner

Docusign Envelope ID: 2460DE33-997E-8601-8322-C80897E61DB7

LIEBERT CASSIDY WHITMORE

FEE SCHEDULE

Partners	$500.00
Senior Counsel	$415.00 - $465.00
Associates	$310.00- $400.00
Labor Relations/Human Resources Consultant	$330.00
Classification & Compensation Consultant	$250.00
Paralegals	$185.00
E-Discovery Specialists	$200.00
Law Clerks	$200.00- $220.00

AGREEMENT FOR LEGAL SERVICES
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
LIEBERT CASSIDY WHITMORE

THIS AGREEMENT FOR LEGAL SERVICES (the "Agreement") is made as of the 21st day of June, 2022 between THE CITY OF NATIONAL CITY, a municipal corporation, (the "CITY") and LIEBERT CASSIDY WHITMORE, (the "FIRM"). This Agreement sets forth the parties' mutual understanding concerning legal services to be provided by the FIRM and the fee arrangement for said services.

Article 1. **Retainer.** The CITY hereby retains the FIRM to serve as Legal Counsel for as-needed, general legal services regarding labor and employment law matters, subject to this Agreement.

Article 2. **Effective Date and Term.** This Agreement shall be effective on the date fully executed and continue until June 21, 2027. This Agreement may be terminated at any time by either party with sixty (60) days' written notice to the other. Notice of termination by the FIRM shall be given to the City Attorney.

Article 3. **Scope of Services.** The CITY shall have the right in its sole discretion to determine the particular services to be performed by the FIRM under this Agreement. These services may include the following: as-needed, general legal services regarding labor and employment law matters as per the Proposal attached as Exhibit A, and communications with City staff ("LEGAL SERVICES").

Article 4. **Compensation.** Compensation paid under this Agreement shall be as set forth in Exhibit B.

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

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

C. The CITY has appropriated or otherwise duly authorized the payment of an amount not to exceed $50,000.00 for LEGAL SERVICES and out-of-pocket disbursements pursuant to this Agreement. In no event shall the total fees plus out-of-pocket disbursements exceed this amount without written authorization of the CITY.

D. The FIRM shall keep the CITY advised monthly as to the level of attorney hours and client services performed under Article 1. The FIRM will not charge the CITY for travel time; however, the FIRM may charge for work performed for the CITY during any travel time.

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

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

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

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

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

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

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

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

(8) Travel and meals.

(9) Late payment charge or interest. Due to the nature of the CITY'S payment process, the CITY will not pay any late charges or interest charges to bills. Every effort will be made to pay bills promptly.

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

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

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

(1) Complete.

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

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

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

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

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

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

(3) Appropriate.

(a) The CITY does not pay for clerical support, administrative costs, overhead costs, outside expenses or excessive expenses. For example, the CITY will not pay for secretarial time, word processing time, air conditioning, rental of equipment, including computers, meals served at meetings, postage, online research, or the overhead costs of sending or receiving faxes. Neither will the CITY pay for outside expenses such as messenger delivery fees, outside photocopying, videotaping of depositions, investigative services, outside computer litigation support services, or overnight mail.

(b) Due to the nature of the CITY'S payment process, the CITY will not pay any late charges. Every effort will be made to pay bills promptly.

I. Staffing. Every legal matter should have a primarily responsible attorney and a paralegal assigned. Ultimately, staffing is a CITY decision, and the CITY may review staffing to insure that it is optimal to achieve the goals of the engagement at the least cost.

(1) Paralegals are to be used to the maximum extent possible to enhance efficiency and cost-effectiveness. All tasks typically considered associate work should be considered for assignment to a paralegal. Written authorization from the CITY must be had before associate hours billed exceed paralegal hours billed.

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

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

Article 5. **Independent Contractor.** The FIRM shall perform services as an independent contractor. It is understood that this contract is for unique professional services.

Accordingly, the duties specified in this Agreement may not be assigned or delegated by the FIRM without prior written consent of the CITY. Retention of the FIRM is based on the particular professional expertise of the individuals rendering the services required in the Scope of Services.

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

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

Article 8. **Acceptability of Work.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement and the amount of compensation due. If the FIRM and the CITY cannot agree to the quality or acceptability of the work, the manner of performance, or the compensation payable to the FIRM in this Agreement, the CITY or the FIRM shall give to the other written notice. Within ten (10) business days, the FIRM and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance or the compensation payable to the FIRM.

Article 9. **Indemnification.** The FIRM agrees to indemnify, defend, and hold the CITY and its agents, officers, employees, and volunteers harmless from and against all claims asserted or liability established for damages or injuries to any person or property, including injury to the FIRM'S employees, agents, or officers, which arise from or are connected with or caused or claimed to be caused by the acts or omissions of the FIRM and its agents, officers, or employees in performing the work or other obligations under this Agreement, and all expenses of investigating and defending against same; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees, or volunteers.

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

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

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of $1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned,

and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

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

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

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

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

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

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

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

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the

CITY'S Risk Manager. If the FIRM does not keep all insurance policies required by this Article 10 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

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

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

Article 11. **Drug Free Work Place.** The FIRM agrees to comply with the CITY'S Drug-Free Workplace requirements. Every person awarded a contract by the CITY for the provision of services shall certify to the CITY that it will provide a drug-free workplace. Any subcontract entered into by the FIRM pursuant to this Agreement shall contain this provision.

Article 12. **Non-Discrimination Provisions.** The FIRM shall not discriminate against any subcontractor, vendor, employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The FIRM will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The FIRM agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

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

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

City Attorney
City of National City

1243 National City Boulevard
National City, CA 91950-4397

cc: Executive Assistant to the City Attorney
City of National City
1243 National City Boulevard
National City, CA 91950-4397

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

Notice to the FIRM shall be addressed to:

Liebert Cassidy Whitmore
550 West C Street, Suite 620
San Diego, CA 92101-3531

and to: _____@lcwlegal.com

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

Article 15. Administrative Provisions.

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

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

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

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

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

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

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

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

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

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

K. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, and (iii) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

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

CITY OF NATIONAL CITY

By: [redacted]
Brad Raulston, City Manager

APPROVED AS TO FORM:

By: [redacted]
Charles E. Bell Jr.
City Attorney

LIEBERT CASSIDY WHITMORE, A PROFESSIONAL LAW CORPORATION
(Corporation – signatures of two corporate officers)

By: [redacted], Esq.

Title: PARTNER

RESOLUTION NO. 2026 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND LIEBERT CASSIDY WHITMORE FOR GENERAL LEGAL SERVICES REGARDING LABOR AND EMPLOYMENT LAW MATTERS TO INCREASE THE NOT-TO-EXCEED AMOUNT BY $250,000 FOR A NEW TOTAL NOT-TO-EXCEED AMOUNT OF $300,000

WHEREAS, On June 21, 2022 the City entered into an agreement with Liebert Cassidy Whitmore to provide as-needed general legal services regarding labor and employment law matters for a not-to-exceed amount of $50,000;

WHEREAS, the City requested services and incurred costs during the term of the contract that exceeded contract authority; and

WHEREAS, In order to continue to align the incurred legal fees with contract authority and to receive legal services under this agreement for the remainder of the contract term, it is necessary to execute the first amendment to this agreement to increase the not-to-exceed amount by $250,000 to a new total not-to-exceed amount of $300,000.

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

Section 1: That the City Council hereby authorizes the City Manager to execute the first amendment to the agreement between the City of National City and Liebert Cassidy Whitmore for General Legal Services Regarding Labor and Employment Law Matters to increase the not-to-exceed amount by $250,000 for a new total not-to-exceed amount of $300,000.

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

PASSED and ADOPTED this 6th Day of October, 2026

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Heidi Skinner, City Attorney

AGENDA REPORT

Department: **Planning**
Prepared by: **Sophia Depew, Associate Planner**
Meeting Date: **Tuesday, October 6, 2026**
Approved by: **Douglas J. Schulze, City Manager**

SUBJECT:
Notice of Decision – Planning Commission Decision of a Conditional Use Permit (CUP) and Tentative Parcel Map (TPM) to convert a four-unit housing development to condominiums located at 327-333 Laurel Avenue.

RECOMMENDATION:
Staff recommends approval of the Conditional Use Permit and Tentative Parcel Map to convert four existing detached single-family homes on one property to condominiums, subject to the recommended conditions in the attached Planning Commission Resolution No. 2026-09, and determine that the project is exempt from CEQA. The project is consistent with the General Plan, Land Use Code, and Subdivision Ordinance.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
The Planning Commission recommended approval of the Conditional Use Permit and Tentative Parcel Map by unanimous vote of those present.

Ayes: Armenta, Castle, Gogue, Miller, Quinones, Valenzuela

EXPLANATION:
The applicant applied for a Conditional Use Permit and Tentative Parcel Map to convert four existing detached single-family homes on one property to condominiums. Each home is an approximate 720 square-foot single-story cottage. All of the homes are accessed from Laurel Avenue. No new development is proposed as this time.

The Planning Commission conducted a public hearing on September 21, 2026, and voted to recommend approval of the request based on the attached findings and conditions of approval in Planning Commission Resolution No. 2026-09 (Exhibit A). The attached Planning Commission staff report in Exhibit B describes the proposal in detail.

FINANCIAL STATEMENT:
An application fee of $6,700 was paid with the submittal of the subject CUP and TPM. Fees are anticipated to cover the cost of staff review time and processing of the permit.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:
This is a project under CEQA subject to a Categorical Exemption. Existing Facilities. CCR 15301(c).

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

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – PC Resolution 2026-09 CUP TPM
Exhibit B – Planning Commission Staff Report with attachments
Exhibit C – 9/21/26 Planning Commission PowerPoint slides

RESOLUTION NO. 2026-09

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA DETERMINING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND APPROVING A CONDITIONAL USE PERMIT AND TENTATIVE PARCEL MAP TO CONVERT A FOUR UNIT HOUSING DEVELOPMENT TO CONDOMINIUMS LOCATED AT 327-333 LAUREL AVENUE
CASE FILE NO. 2025-18 CUP, TPM
APN: 554-023-07-00

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit and Tentative Parcel Map to convert four existing detached single-family homes on one property to condominiums located at 327-333 Laurel Avenue at a duly advertised public hearing held on September 21, 2026, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearing, the Planning Commission considered the staff report contained in Case File No. 2025-18 CUP, TPM maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on September 21, 2026, support the following findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code because Condominium Conversions are allowable within the Small Lot Residential (RS-2) zone, pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code as all existing development was permitted and no new development is proposed. The project consists solely of a change of ownership and repair and renovation of existing improvements.

2. The proposed use is consistent with the General Plan and any applicable specific plan, because the Land Use Code permits Condominium conversions, subject to

a CUP, by the Land Use Code, which is consistent with the General Plan. In addition, condominium conversions are consistent with the Land Use Element and Housing Element of the General Plan because it provides additional homeownership opportunities.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the project consists solely of a change of ownership and repair and renovation of existing improvements. No expansion of the use is proposed. The proposal involves an existing development, which was previously analyzed for traffic impacts when it was constructed.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the development already exist and no new development is proposed.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed project consists solely of a change of ownership and repair and renovation of existing improvements. No expansion of the use is proposed. A condition is included for the developer to provide a declaration of covenants, conditions and restrictions to maintain the property.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit and Tentative Parcel Map. The exemption includes the division of existing multiple family or single-family residences into common-interest ownership and the proposed project is converting existing homes to condominiums with minor repair and renovation of existing structures.

7. The proposed use is consistent with the Housing Element because the proposal is consistent with Housing Element goals and objectives by supporting increased homeownership across all income levels for National City residents. The conversion of these rental units to condominiums will provide four new homeownership properties within the City.

8. Plans and reports submitted by the applicant, along with conditions of approval, show that necessary upgrading will be completed prior to the sale of any unit. The

Physical Elements Report and Repair Analysis submitted by the applicant show the necessary upgrading that will be completed prior to the sale of any unit. This is included as a condition of approval.

9. The proposed map is consistent with the National City General Plan because Condominium conversions are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. In addition, condominium conversions are consistent with the Land Use Element and Housing Element of the General Plan because it provides additional homeownership opportunities

10. The site is physically suitable for development because all development is existing and will remain, and only the form of ownership will change. No new development is proposed at this time. The site is suitable for the proposed use as housing and the use has been and is compatible with the zoning and surrounding area.

11. The site is physically suitable for the proposed density of development because the development is existing and will remain, and only the form of ownership will change. No change to the existing density is proposed at this time. The site easily accommodates the pre-existing housing units currently on site that will not be materially changed or expanded.

12. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because there is no natural habitat or body of water present nearby or on-site. The property is surrounded by urban development. It is not likely that the pre-existing housing units that are not being modified will cause substantial environmental damage.

13. The design of the subdivision and the proposed/required improvements are not likely to cause serious public health problems because all necessary public services are available from the existing development on site. A homeowner's association will be required for continued service and maintenance for the individual condominiums. The pre-existing housing units that are not being modified or expanded are not likely to cause serious public health problems.

14. The design of the subdivision and the proposed/required improvements will not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision because no such easements exist currently or would be encroached upon in the future. Thus, no conflict with easements exists.

15. The discharge of sewerage waste from the subdivision into the City of National City sewer system will not result in violation of existing requirements prescribed by the California Regional Quality Control Board pursuant to Division 7 (commencing with Section 13000) of the Water Code, as specified by Government Code Section 66474.6 because discharge of sewerage waste will be addressed through existing and proposed utility connections on site.

16. The subdivision has been considered by the Planning Commission with regard to its effect on the housing needs of the region, and these needs are balanced by the public service needs of the residents and available fiscal and environmental resources because the project will provide the opportunity for additional homeownership opportunities by converting current rental units to individual condominiums.

17. The design of the subdivision provides, to the extent feasible, for future passive and natural heating and cooling opportunities in the subdivision, based on consideration of local climate, topography, property configuration and other design and improvement requirements without requiring reduction in allowable density or lot coverage because no new development is proposed at this time. Any construction proposed in the future will be in compliance with the California Building Code, which takes such factors into consideration.

BE IT FURTHER RESOLVED that the application for a Conditional Use Permit and Tentative Parcel Map is approved subject to the following conditions:

General

1. This Conditional Use Permit and Tentative Parcel Map authorizes the conversion of four existing detached single-family homes on one property to condominiums located at 327-333 Laurel Avenue. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2025-18 CUP, TMP, dated 08/25/2026.
2. Before this *Conditional Use Permit and Tentative Parcel Map* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit and Tentative Parcel Map*. The applicant or owner shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant or owner shall pay necessary recording fees to the County. The Notice of Restriction shall

provide information that conditions imposed by approval of the *Conditional Use Permit and Tentative Parcel Map* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.

3. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
4. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
5. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval or applicable law.
6. Approval of the tentative map expires two (2) years after adoption of the resolution of approval at 6:00 p.m. unless prior to that date a request for a time extension not exceeding three (3) years has been filed as provided by National City Municipal Code §17.04.070.
7. *Within four* (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the County Clerk and submitted to the National City Planning Department.

Building

8. The proposal will require a plan check submittal with professionally prepared construction drawings complying with the current adopted California Building Codes (CBC) at time of submittal.

Engineering

9. Tentative Parcel Map Checklist
    a. Form and Content
        i. Scale: 1" = 100' (1cm = 10m) minimum with north arrow
        ii. Title: Tentative Parcel Map
        iii. Legal description: Sufficient to define map boundaries
        iv. Tax Assessor's Parcel Number(s)
        v. Owner's name, address, telephone number and signature
        vi. Applicant's name, address, telephone number (if other than owner)
        vii. Civil engineer's or land surveyor's name, address, telephone number and registration or license number
        viii. Source of water supply

ix. Method of sewage disposal
x. Zoning – existing and proposed
xi. Proposed usage of each parcel
xii. Gross area (acres and square feet)
xiii. Reference to topographic source
xiv. Grading – statement if no grading proposed
xv. Date of preparation and number and dates of any revision
xvi. Vicinity map with north arrow and scale

b. Map Data/Grading Plan Data
   i. North arrow with scale (min. 1" = 100')
   ii. Boundaries
      1. Fully dimensioned
      2. Proposed as solid lines, existing as dashed lines
      3. City/County boundaries identified
      4. Approximate Curve Information – deltas, radii, lengths
      5. Inundation lines for design flood
   iii. Existing
      1. Highways, streets, roads – names, grades, widths, if private designated as such
      2. Sidewalks, pavement, curbs, and gutters, street lights, driveways
      3. Street Centerline data shall be used for all existing as well as proposed public improvements and utilities.
   iv. Utilities
      1. Sewer – location, size, type, depth manholes
      2. Water – location, size, type
      3. Gas – location, size
      4. Electrical, telephone, cable, TV lines – location, size, type, poles, overhead or underground
      5. Water courses – widths, directions of flow
      6. Buildings/Structures – location with respect to lot lines
      7. Trees – groves, orchards and trees of trunk diameter 4" (10cm) or more shown
      8. Contours – maximum 5' (2m) interval
      9. Easements – location, purpose, size, public or private
   v. Proposed
      1. Highways, streets, roads – names, grades, widths, and if to be private designated as such
      2. Sidewalks, curbs and gutters, driveways
      3. Sewers – location, size, type, manholes
      4. Drainage facilities
      5. Removal or relocation of existing buildings and location of any proposed buildings
      6. Removal of existing trees
      7. Grading – degree of slope, benches, retaining walls, pad elevations
      8. Easements – location, purpose, size, public or private

vi. Parcels
    1. Approximate dimensions
    2. Numbered in consecutive order
    3. Net area of each parcel (acres or square feet)

10. The site plan shall be revised to show the following:
    a. Address of project is incorrect
    b. Applicant's name, address, telephone number (if other than owner)
    c. Grading – statement if no grading proposed
    d. Date of preparation and number and dates of any revision
    e. Depth of sewer manholes
    f. Locations of all utilities
    g. Location of existing buildings with respect of lot lines
    h. Show all easements

11. A title report shall be submitted to the Engineering Department, after the Planning Commission approval, for review of all existing easements and the ownership at the property.

12. The property owner, or its successors and assigns shall be responsible for the maintenance, repair, or reconstruction of all irrigation and landscaping improvements installed within the public right-of-way. Sprinkler heads shall be adjusted so as to prevent overspray upon the public sidewalk or the street. The proposed sprinkler heads shall be installed behind the sidewalk, and the irrigation mainline upon private property only, as required by the City. The property owner or, its successors or assigns, shall be remove and relocate all irrigation items from the public right-of-way at no cost to the City, and within a reasonable time frame upon a written notification by the City Engineer.

13. All existing survey monuments, including any benchmark, within the boundaries of the project shall be shown on the plans. If disturbed, a licensed land surveyor or civil engineer shall restore them after completion of the work. A Corner Record shall be filed with the County of San Diego Recorder. A copy of the documents filed shall be given to the City of National City Engineering Department as soon as filed.

14. The final parcel map shall meet all of the requirements of the Subdivision Map Act, and the City of National City Municipal Codes including certification, acknowledgement, complete boundary information and monumentation.

15. The developer shall submit to the Fire Department a letter from Sweetwater Authority stating existing fire flow. If determined by the Fire Department that additional improvements are needed, the developer shall enter into an agreement for the water improvements with the Sweetwater Authority prior to obtaining the final map approval.

16. The final map shall be recorded prior to issuance of any building permit.

17. All new property line survey monuments shall be set on private property, unless otherwise approved.

18. The parcel map/final map shall use the California Coordinate System for its "Basis of Bearings" and express all measured and calculated bearings in terms of the system. The angle of grid divergence from a true meridian, and the north point shall appear on the map. Two measured ties from the boundary of the property to existing horizontal control stations shall be shown.

Fire

19. Plans are to be designed, fabricated and installed to code

20. Project to be in compliance with the current editions of NFPA, CFC 2022 Edition, Title 19 and local City of National City Municipal Codes.

21. The required width of emergency fire apparatus access roads shall not be obstructed in any manner, including parking of vehicles. All access roads shall be no less than 20 feet wide, no less than 14 feet high and shall have an all weathered road with the ability to support 75 thousand pounds or greater. Where a fire hydrant is located on a fire apparatus road; the minimum road width shall be 26 feet. A 28 foot turning radius is required for fire department access through site. All fire department access roads shall be painted and signed to prevent parking in these required designated emergency areas. This will be a requirement of approval prior to final given by the National City Fire Department

22. Fire hydrants to be located throughout the project as not to have a separation distance greater than 300 feet. Fire hydrants to be located within 300 feet of all

23. Fire hydrants to be marked by use of blue reflective marker in the roadway

Planning

24. All tenant noticing of filings and purchasing opportunities shall be undertaken as required by Subdivision Map Act §66427.1, as well as compliance with all other requirements of the Subdivision Map Act applicable to condominium conversions.

25. A structural pest report shall be submitted prior to final map indicating that the properties are free of any colonization of any insects, vermin, or other pests.

26. Smoke detectors shall be required for all rooms and/or dwelling units as required by the current editions of the California Fire Code (CFC) and National Fire Protection Association (NFPA).

27. The developer shall provide a declaration of covenants, conditions and restrictions, running with the land, clearly setting forth the privileges and responsibilities, including maintenance, payment of taxes, etc. involved in the common ownership of vehicular access areas, walks, buildings, utilities and open spaces prior to approval of the final map. Said CC&R's shall be subject to approval as to content and form by the City

Attorney. The CC&R's shall allow the City the authority but not the obligation to assume maintenance of the property and assess the full cost including overhead costs therefore as a lien against the property if said property is not adequately maintained per the agreement. The CC&R's shall include a determination that the funds provided by the maintenance provisions will be sufficient to cover all contemplated costs.

28. A corporation, association, property owners' group, or similar entity shall be formed with the right to assess all the properties which are jointly owned with interests in the common areas and facilities in the entire development to meet the expenses of such entity, and with authority to control, and the duty to maintain, all of said mutually available features of the development. Such entity shall operate under recorded conditions, covenants, and restrictions approved by the City Attorney as to form and content, which shall include compulsory membership of all owners and flexibility of assessments to meet changing costs of maintenance, repairs and services.

29. A landscape and underground irrigation plan shall be submitted as part of the construction permitting process in compliance with Land Use Code Chapter 18.44. The landscaping and irrigation required by this approval shall be maintained for the life of the project.

30. Any plans submitted for construction shall be in conformance with all applicable development codes, including design, parking, and landscaping.

31. All items identified in the Repair Analysis shall be completed prior to approval of Final Map or the applicant shall submit a Lien Contract and Agreement not to Convey, subject to review and approval by the City Attorney, to ensure that the improvements for the project site are completed prior to recordation of the Final Map.

San Diego Gas & Electric

32. SDG&E easements shall be referenced and accurately plotted on the map.

33. Any improvements and/or Developments taking place within the SDG&E Private Easement footprint will require an Encroachment Request.

Sweetwater Authority

34. The TPM shall be revised to show and call out the Authority's existing water main in Laurel Avenue. Include a call out for the Authority's water main: "6" AC WATER MAIN."

35. The TPM shall be revised to show and call out the existing 1-inch water service and meter and show the location of a proposed 1-inch Authority approved, lead-free, Reduced Pressure (RP) backflow preventer installed on private property at the edge of public right-of-way. Installation of an Authority approved backflow prevention device is a condition of continued service.

36. The owner shall be required to obtain permission for Sweetwater Authority's General manager to serve the condominium complex since the property is owned in common, and the water account shall be opened by a Home Owners Association (HOA), in care-of the common property.

37. Plans shall be submitted to Sweetwater Authority for any improvement plans to the existing dwellings to ensure the adequacy of the existing water meter, which is currently serving the four dwelling units.

Indemnification Agreement

The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council for review. The City Council may, at that meeting, review the decision of the Planning Commission and set the matter for public hearing.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final following City Council review and thirty (30) days following the Planning Commission's decision, unless an appeal is filed in writing with the City Clerk.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of September 21, 2026, by the following vote:

AYES: ARMENTA, CASTLE-SALGADO, GOGUE, MILLER, VALENZUELA, QUINONES.

NAYS: NONE.

ABSENT: NONE.

ABSTAIN: NONE.

[redacted]

CHAIRPERSON

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

PLANNING COMMISSION STAFF REPORT

Title:	PUBLIC HEARING – DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) FOR A CONDITIONAL USE PERMIT AND TENTATIVE PARCEL MAP TO CONVERT A FOUR UNIT HOUSING DEVELOPMENT TO CONDOMINIUMS LOCATED AT 327-333 LAUREL AVENUE.
Case File No.:	2025-18 CUP TPM
Location:	327-333 Laurel Avenue
Assessor's Parcel No.:	554-023-07-00
Staff report by:	Sophia Depew, Associate Planner
Applicant:	Joseph Scarlatti
Zoning designation:	Small Lot Residential (RS-2)
Adjacent use and zoning:	
North:	Multifamily Residential / RS-2
East:	Single-Family Residential / RS-2
South:	Multifamily Residential / RS-2
West:	Single-Family Residential / RS-2
Environmental review:	Categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities)
Staff recommendation:	Approve

Staff Recommendation

Staff recommends approval of the Conditional Use Permit and Tentative Parcel Map to convert four existing detached single-family homes on one property to condominiums, subject to the recommended conditions in the attached resolution and a determination that the project is exempt from CEQA. The project is consistent with the General Plan, Land Use Code, and Subdivision Ordinance.

Executive Summary

The applicant has applied for a Conditional Use Permit and Tentative Parcel Map to convert four existing detached single-family homes on one property to condominiums. Each home is an approximate 720 square-foot single-story cottage. All of the homes are accessed from Laurel Avenue. No new development is proposed as this time.

Site Characteristics

The 13,566 square-foot property is located along the east side of Laurel Avenue, between East 3rd and East 4th Street (see Attachment 2). The lot is configured as a flag lot, with the driveway measuring approximately 20 feet in width and 150 feet in length, while the overall lot has an approximate width of 77 feet and a depth of 293 feet. The existing homes are located toward the rear end of lot, with the first home setback 150 feet from Laurel Avenue and the last unit located approximately 257 feet from the right-of-way. This property is located in the RS-2 zone and is currently developed with four detached single-family homes. Surrounding properties are also located in RS-2 zone and consist of a single-family and multifamily development. All access to the site is from Laurel Avenue.

Built in 1958, the four detached units are single-story cottages, each approximately 720 square feet in size, with approximately 11 feet of separation between each structure. As indicated in the attached Physical Elements Report, the property is in overall fair condition with some defects noted.

Proposed Use

The applicant proposes to convert four existing detached single-family homes on one property into individually owned condominiums. As condominiums, the units will be the same size and have the same floor plan as they currently exist. Proposed work includes repairs as identified in the repair analysis provided by the applicant, which are to be completed prior to the sale of the units. No new development is proposed.

Analysis

The conversion of existing rental units to for-sale condominiums requires a Conditional Use Permit and Tentative Parcel Map.

General Plan

This project is consistent with General Plan Policies LU-2.1 and LU-2.3 in the Land Use Element. Policy LU-2.1 encourages the development of a variety of housing types to meet the Regional Housing Needs Assessment allocations while enhancing the City's community character. Allowing the conversion of rental units into for-sale condominiums provides four new homeownership opportunities, which is encouraged by the General Plan.

Policy LU-2.3 encourages housing types that are often more affordable, such as micro-units and accessory dwelling units. The existing units are only 720 square feet, which could provide greater affordability compared to newer larger units.

Housing Element Policy 5.4 supports increased homeownership across all income levels for National City residents. The conversion of these rental units to condominiums will provide four new homeownership properties within the City.

The property is located in the RS-2 zone and has a Low-Density Residential General Plan Land Use Designation. This land use designation allows up to 9 dwelling units per acre and provides for a mixture of duplexes, single-family residential developments, secondary residential units (accessory dwelling units), and one or two-story buildings. As existing, the property's current density is approximately 13 dwelling units per acre. However, the housing development was permitted by right at the time of construction. Additionally, with new state laws such as Senate Bill 9, increased density in single-family areas is more common.

Subdivision Ordinance

The proposed subdivision (condominium, conversion) is consistent with the Subdivision Ordinance, as the existing lot meets minimum lot size and lot width dimensions, and because no new property lines or construction are proposed.

Land Use Code

The conversion of existing rental properties to condominiums is permitted by the Land Use Code subject the issuance of a Conditional Use Permit (CUP). The CUP requires consistency with the Housing Element goals and objectives and

that necessary upgrading per the Physical Elements Report will be completed prior to the sale of any unit. The Physical Elements Report (Attachment 5) identified the overall property condition as fair. The applicant provided a repair analysis (Attachment 6) which identifies all of the repairs to be completed prior to the sale of the units. This is included as a condition of approval.

Subdivision Map Act

As part of the CUP requirements, the Land Use Code requires that all requirements of the State Subdivision Map Act (§66427.1) be satisfied. These requirements include notice to tenants of the intention to convert, filing of the final map, and right of tenants to exclusive contract for purchase in condominium projects. The applicant has provided notice to the tenants in compliance with §66427.1, which has also been included in the recommended Conditions of Approval.

California Environmental Quality Act (CEQA)

The project as proposed qualifies for a Categorical Exemption under Class 1, Section 15301 of CEQA (Existing Facilities). Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use including but not limited to: the division of existing multiple family or single-family residences into common-interest ownership and subdivision of existing commercial or industrial buildings, where no physical changes occur which are not otherwise exempt.

This property contains four existing single-family homes that will be converted from rental units to for-sale condominiums (common-interest ownership). The only proposed work includes upgrades to the units as identified in the physical assessment report. No new development is proposed.

Mailing

All property owners and occupants within a distance of 300 feet of the property are required to be notified of a public hearing for CUP and TPM applications. Notice of this public hearing was sent to 244 occupants and owners (Attachment 4). No public comment has been received as of the writing of this report.

Findings

Findings for Approval - Conditional Use Permit

The following are the required findings in the attached draft resolution:

1. Allowable Use: Condominium Conversions are allowable within the Small Lot Residential (RS-2) zone, pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code as all existing development was permitted and no new development is proposed. The project consists solely of a change of ownership and repair and renovation of existing improvements.

2. General Plan Consistency: Condominium conversions are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. In addition, condominium conversions are consistent with the Land Use Element and Housing Element of the General Plan because it provides additional homeownership opportunities.

3. Compatibility, LUC, and Traffic: The project consists solely of a change of ownership and repair and renovation of existing improvements. No expansion of the use is proposed. The proposal involves an existing development, which was previously analyzed for traffic impacts when it was constructed.

4. Suitability: The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, as the development already exists and no new development is proposed.

5. No Nuisance: The project consists solely of a change of ownership and repair and renovation of existing improvements. No expansion of the use is proposed. A condition is included for the developer to provide a declaration of covenants, conditions and restrictions to maintain the property.

6. California Environmental Quality Act (CEQA): The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The exemption includes the division of existing multiple family or single-family residences into common-interest ownership and the proposed project is converting

existing homes to condominiums with minor repair and renovation of existing structures.

There are two additional findings for Condominium Conversions:

7. Housing Element Consistency: The proposal is consistent with Housing Element goals and objectives by supporting increased homeownership across all income levels for National City residents. The conversion of these rental units to condominiums will provide four new homeownership properties within the City.

8. Necessary Upgrades: The Physical Elements Report and Repair Analysis submitted by the applicant show the necessary upgrading that will be completed prior to the sale of any unit. This is included as a condition of approval.

Required Findings- Subdivision Map Act
The Subdivision Map Act contains nine required findings for Tentative Parcel Maps:

1. The proposed map is consistent with the National City General Plan: Condominium conversions are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. In addition, condominium conversions are consistent with the Land Use Element and Housing Element of the General Plan because it provides additional homeownership opportunities

2. The site is physically suitable for the proposed type of development: All development is existing and will remain, and only the form of ownership will change. No new development is proposed at this time. The site is suitable for the proposed use as housing and the use has been and is compatible with the zoning and surrounding area.

3. The site is physically suitable for the proposed density of development: All development is existing and will remain, and only the form of ownership will change. No change to the existing density is proposed at this time. The site easily accommodates the pre-existing housing units currently on site that will not be materially changed or expanded.

4. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat: There is no natural habitat or body of water present nearby or on-site. The property is surrounded by urban development. It is not likely that the pre-existing housing units that are not being modified will cause substantial environmental damage.

5. The design of the subdivision and the proposed/required improvements are not likely to cause serious public health problems: All necessary public services are provided for on site at the existing development. A homeowner's association will be required for continued service and maintenance for the individual condominiums. The pre-existing housing units that are not being modified or expanded are not likely to cause serious public health problems.

6. The design of the subdivision and the proposed/required improvements will not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision: No such easements exist currently or would be encroached upon in the future. Thus, no conflict with easements exists.

7. The discharge of sewerage waste from the subdivision into the City of National City sewer system will not result in violation of existing requirements prescribed by the California Regional Quality Control Board pursuant to Division 7 (commencing with Section 13000) of the Water Code, as specified by Government Code Section 66474.6: Discharge of sewerage waste will be addressed through existing and proposed utility connections on site.

8. The subdivision has been considered by the Planning Commission with regard to its effect on the housing needs of the region, and these needs are balanced by the public service needs of the residents and available fiscal and environmental resources: The project will provide the opportunity for additional homeownership opportunities by converting current rental units to individual condominiums.

9. The design of the subdivision provides, to the extent feasible, for future passive and natural heating and cooling opportunities in the subdivision, based on consideration of local climate, topography, property configuration

and other design and improvement requirements without requiring reduction in allowable density or lot coverage: No development is proposed at this time. However, any construction proposed in the future will be in compliance with the California Building Code, which takes such factors into consideration.

Findings for Denial

The following are findings for denial:

1. Granting the permit would be inconsistent with the National City General Plan because the property has a Low Density Residential General Plan Land Use Designation which allows up to 9 dwelling units per acre. The current density for the property is approximately 13 dwelling units per acre.

Department Comments

Comments were received from the Engineering Department, Fire Department, Building Division, and Sweetwater Authority. The Engineering Department provided standard requirements related to tentative maps, final map procedures, and improvements; the Fire Department and Building Division comments are related to any future development on site; Sweetwater Authority provided comments related to water service. All comments have been incorporated as conditions of approval.

Conditions of Approval

Conditions of approval requiring a declaration of Covenants, Conditions and Restrictions (CC&Rs) and a homeowner's association have been included to ensure that the property will be adequately maintained in the future. There are also conditions related to Subdivision Map Act requirements and conditions related to department comments.

Summary

The proposed project is consistent with the General Plan, Housing Element, Subdivision Ordinance, and Land Use Code in that it meets all applicable design requirements for condominium conversions. In addition, the project will provide four new affordable homeownership opportunities.

Options

1. Find the project exempt from CEQA under Class 1 of the CEQA Guidelines Section 15301 or other exemption and approve 2025-18 CUP TPM subject to

the conditions included in the Resolution, or other conditions, and based on the findings included in the Resolution, or other findings to be determined by the Planning Commission; or,

2. Find the project not exempt from CEQA and/or deny 2025-18 CUP TPM based on the attached findings, or findings to be determined by the Planning Commission; or,

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

Attachments

1. Draft Resolutions
2. Overhead
3. Applicant's Plans (Exhibit A, Case File No. 2025-18 CUP TPM, dated (8/25/2026)
4. Public Hearing Notice (Sent to 244 property owners & occupants)
5. Physical Elements Report
6. Repair Analysis

RESOLUTION NO. 2026-09

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA DETERMINING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND APPROVING A CONDITIONAL USE PERMIT AND TENTATIVE PARCEL MAP TO CONVERT A FOUR UNIT HOUSING DEVELOPMENT TO CONDOMINIUMS LOCATED AT 327-333 LAUREL AVENUE
CASE FILE NO. 2025-18 CUP, TPM
APN: 554-023-07-00

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit and Tentative Parcel Map to convert four existing detached single-family homes on one property to condominiums located at 327-333 Laurel Avenue at a duly advertised public hearing held on September 21, 2026, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearing, the Planning Commission considered the staff report contained in Case File No. 2025-18 CUP, TPM maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on September 21, 2026, support the following findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code because Condominium Conversions are allowable within the Small Lot Residential (RS-2) zone, pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code as all existing development was permitted and no new development is proposed. The project consists solely of a change of ownership and repair and renovation of existing improvements.

2. The proposed use is consistent with the General Plan and any applicable specific plan, because the Land Use Code permits Condominium conversions, subject to

a CUP, by the Land Use Code, which is consistent with the General Plan. In addition, condominium conversions are consistent with the Land Use Element and Housing Element of the General Plan because it provides additional homeownership opportunities.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the project consists solely of a change of ownership and repair and renovation of existing improvements. No expansion of the use is proposed. The proposal involves an existing development, which was previously analyzed for traffic impacts when it was constructed.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the development already exist and no new development is proposed.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed project consists solely of a change of ownership and repair and renovation of existing improvements. No expansion of the use is proposed. A condition is included for the developer to provide a declaration of covenants, conditions and restrictions to maintain the property.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit and Tentative Parcel Map. The exemption includes the division of existing multiple family or single-family residences into common-interest ownership and the proposed project is converting existing homes to condominiums with minor repair and renovation of existing structures.

7. The proposed use is consistent with the Housing Element because the proposal is consistent with Housing Element goals and objectives by supporting increased homeownership across all income levels for National City residents. The conversion of these rental units to condominiums will provide four new homeownership properties within the City.

8. Plans and reports submitted by the applicant, along with conditions of approval, show that necessary upgrading will be completed prior to the sale of any unit. The

Physical Elements Report and Repair Analysis submitted by the applicant show the necessary upgrading that will be completed prior to the sale of any unit. This is included as a condition of approval.

9. The proposed map is consistent with the National City General Plan because Condominium conversions are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. In addition, condominium conversions are consistent with the Land Use Element and Housing Element of the General Plan because it provides additional homeownership opportunities

10. The site is physically suitable for development because all development is existing and will remain, and only the form of ownership will change. No new development is proposed at this time. The site is suitable for the proposed use as housing and the use has been and is compatible with the zoning and surrounding area.

11. The site is physically suitable for the proposed density of development because the development is existing and will remain, and only the form of ownership will change. No change to the existing density is proposed at this time. The site easily accommodates the pre-existing housing units currently on site that will not be materially changed or expanded.

12. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because there is no natural habitat or body of water present nearby or on-site. The property is surrounded by urban development. It is not likely that the pre-existing housing units that are not being modified will cause substantial environmental damage.

13. The design of the subdivision and the proposed/required improvements are not likely to cause serious public health problems because all necessary public services are available from the existing development on site. A homeowner's association will be required for continued service and maintenance for the individual condominiums. The pre-existing housing units that are not being modified or expanded are not likely to cause serious public health problems.

14. The design of the subdivision and the proposed/required improvements will not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision because no such easements exist currently or would be encroached upon in the future. Thus, no conflict with easements exists.

15. The discharge of sewerage waste from the subdivision into the City of National City sewer system will not result in violation of existing requirements prescribed by the California Regional Quality Control Board pursuant to Division 7 (commencing with Section 13000) of the Water Code, as specified by Government Code Section 66474.6 because discharge of sewerage waste will be addressed through existing and proposed utility connections on site.

16. The subdivision has been considered by the Planning Commission with regard to its effect on the housing needs of the region, and these needs are balanced by the public service needs of the residents and available fiscal and environmental resources because the project will provide the opportunity for additional homeownership opportunities by converting current rental units to individual condominiums.

17. The design of the subdivision provides, to the extent feasible, for future passive and natural heating and cooling opportunities in the subdivision, based on consideration of local climate, topography, property configuration and other design and improvement requirements without requiring reduction in allowable density or lot coverage because no new development is proposed at this time. Any construction proposed in the future will be in compliance with the California Building Code, which takes such factors into consideration.

BE IT FURTHER RESOLVED that the application for a Conditional Use Permit and Tentative Parcel Map is approved subject to the following conditions:

General

1. This Conditional Use Permit and Tentative Parcel Map authorizes the conversion of four existing detached single-family homes on one property to condominiums located at 327-333 Laurel Avenue. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2025-18 CUP, TMP, dated 08/25/2026.
2. Before this *Conditional Use Permit and Tentative Parcel Map* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit and Tentative Parcel Map*. The applicant or owner shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant or owner shall pay necessary recording fees to the County. The Notice of Restriction shall

provide information that conditions imposed by approval of the *Conditional Use Permit and Tentative Parcel Map* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.

3. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
4. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
5. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval or applicable law.
6. Approval of the tentative map expires two (2) years after adoption of the resolution of approval at 6:00 p.m. unless prior to that date a request for a time extension not exceeding three (3) years has been filed as provided by National City Municipal Code §17.04.070.
7. *Within four* (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the County Clerk and submitted to the National City Planning Department.

Building

8. The proposal will require a plan check submittal with professionally prepared construction drawings complying with the current adopted California Building Codes (CBC) at time of submittal.

Engineering

9. Tentative Parcel Map Checklist
    a. Form and Content
        i. Scale: 1” = 100’ (1cm = 10m) minimum with north arrow
        ii. Title: Tentative Parcel Map
        iii. Legal description: Sufficient to define map boundaries
        iv. Tax Assessor’s Parcel Number(s)
        v. Owner’s name, address, telephone number and signature
        vi. Applicant’s name, address, telephone number (if other than owner)
        vii. Civil engineer’s or land surveyor’s name, address, telephone number and registration or license number
        viii. Source of water supply

ix. Method of sewage disposal
x. Zoning – existing and proposed
xi. Proposed usage of each parcel
xii. Gross area (acres and square feet)
xiii. Reference to topographic source
xiv. Grading – statement if no grading proposed
xv. Date of preparation and number and dates of any revision
xvi. Vicinity map with north arrow and scale

b. Map Data/Grading Plan Data
   i. North arrow with scale (min. 1” = 100’)
   ii. Boundaries
      1. Fully dimensioned
      2. Proposed as solid lines, existing as dashed lines
      3. City/County boundaries identified
      4. Approximate Curve Information – deltas, radii, lengths
      5. Inundation lines for design flood
   iii. Existing
      1. Highways, streets, roads – names, grades, widths, if private designated as such
      2. Sidewalks, pavement, curbs, and gutters, street lights, driveways
      3. Street Centerline data shall be used for all existing as well as proposed public improvements and utilities.
   iv. Utilities
      1. Sewer – location, size, type, depth manholes
      2. Water – location, size, type
      3. Gas – location, size
      4. Electrical, telephone, cable, TV lines – location, size, type, poles, overhead or underground
      5. Water courses – widths, directions of flow
      6. Buildings/Structures – location with respect to lot lines
      7. Trees – groves, orchards and trees of trunk diameter 4” (10cm) or more shown
      8. Contours – maximum 5’ (2m) interval
      9. Easements – location, purpose, size, public or private
   v. Proposed
      1. Highways, streets, roads – names, grades, widths, and if to be private designated as such
      2. Sidewalks, curbs and gutters, driveways
      3. Sewers – location, size, type, manholes
      4. Drainage facilities
      5. Removal or relocation of existing buildings and location of any proposed buildings
      6. Removal of existing trees
      7. Grading – degree of slope, benches, retaining walls, pad elevations
      8. Easements – location, purpose, size, public or private

vi. Parcels
    1. Approximate dimensions
    2. Numbered in consecutive order
    3. Net area of each parcel (acres or square feet)

10. The site plan shall be revised to show the following:
    a. Address of project is incorrect
    b. Applicant's name, address, telephone number (if other than owner)
    c. Grading – statement if no grading proposed
    d. Date of preparation and number and dates of any revision
    e. Depth of sewer manholes
    f. Locations of all utilities
    g. Location of existing buildings with respect of lot lines
    h. Show all easements

11. A title report shall be submitted to the Engineering Department, after the Planning Commission approval, for review of all existing easements and the ownership at the property.

12. The property owner, or its successors and assigns shall be responsible for the maintenance, repair, or reconstruction of all irrigation and landscaping improvements installed within the public right-of-way. Sprinkler heads shall be adjusted so as to prevent overspray upon the public sidewalk or the street. The proposed sprinkler heads shall be installed behind the sidewalk, and the irrigation mainline upon private property only, as required by the City. The property owner or, its successors or assigns, shall be remove and relocate all irrigation items from the public right-of-way at no cost to the City, and within a reasonable time frame upon a written notification by the City Engineer.

13. All existing survey monuments, including any benchmark, within the boundaries of the project shall be shown on the plans. If disturbed, a licensed land surveyor or civil engineer shall restore them after completion of the work. A Corner Record shall be filed with the County of San Diego Recorder. A copy of the documents filed shall be given to the City of National City Engineering Department as soon as filed.

14. The final parcel map shall meet all of the requirements of the Subdivision Map Act, and the City of National City Municipal Codes including certification, acknowledgement, complete boundary information and monumentation.

15. The developer shall submit to the Fire Department a letter from Sweetwater Authority stating existing fire flow. If determined by the Fire Department that additional improvements are needed, the developer shall enter into an agreement for the water improvements with the Sweetwater Authority prior to obtaining the final map approval.

16. The final map shall be recorded prior to issuance of any building permit.

17. All new property line survey monuments shall be set on private property, unless otherwise approved.

18. The parcel map/final map shall use the California Coordinate System for its “Basis of Bearings” and express all measured and calculated bearings in terms of the system. The angle of grid divergence from a true meridian, and the north point shall appear on the map. Two measured ties from the boundary of the property to existing horizontal control stations shall be shown.

Fire

19. Plans are to be designed, fabricated and installed to code

20. Project to be in compliance with the current editions of NFPA, CFC 2022 Edition, Title 19 and local City of National City Municipal Codes.

21. The required width of emergency fire apparatus access roads shall not be obstructed in any manner, including parking of vehicles. All access roads shall be no less than 20 feet wide, no less than 14 feet high and shall have an all weathered road with the ability to support 75 thousand pounds or greater. Where a fire hydrant is located on a fire apparatus road; the minimum road width shall be 26 feet. A 28 foot turning radius is required for fire department access through site. All fire department access roads shall be painted and signed to prevent parking in these required designated emergency areas. This will be a requirement of approval prior to final given by the National City Fire Department

22. Fire hydrants to be located throughout the project as not to have a separation distance greater than 300 feet. Fire hydrants to be located within 300 feet of all

23. Fire hydrants to be marked by use of blue reflective marker in the roadway

Planning

24. All tenant noticing of filings and purchasing opportunities shall be undertaken as required by Subdivision Map Act §66427.1, as well as compliance with all other requirements of the Subdivision Map Act applicable to condominium conversions.

25. A structural pest report shall be submitted prior to final map indicating that the properties are free of any colonization of any insects, vermin, or other pests.

26. Smoke detectors shall be required for all rooms and/or dwelling units as required by the current editions of the California Fire Code (CFC) and National Fire Protection Association (NFPA).

27. The developer shall provide a declaration of covenants, conditions and restrictions, running with the land, clearly setting forth the privileges and responsibilities, including maintenance, payment of taxes, etc. involved in the common ownership of vehicular access areas, walks, buildings, utilities and open spaces prior to approval of the final map. Said CC&R’s shall be subject to approval as to content and form by the City

Attorney. The CC&R's shall allow the City the authority but not the obligation to assume maintenance of the property and assess the full cost including overhead costs therefore as a lien against the property if said property is not adequately maintained per the agreement. The CC&R's shall include a determination that the funds provided by the maintenance provisions will be sufficient to cover all contemplated costs.

28. A corporation, association, property owners' group, or similar entity shall be formed with the right to assess all the properties which are jointly owned with interests in the common areas and facilities in the entire development to meet the expenses of such entity, and with authority to control, and the duty to maintain, all of said mutually available features of the development. Such entity shall operate under recorded conditions, covenants, and restrictions approved by the City Attorney as to form and content, which shall include compulsory membership of all owners and flexibility of assessments to meet changing costs of maintenance, repairs and services.

29. A landscape and underground irrigation plan shall be submitted as part of the construction permitting process in compliance with Land Use Code Chapter 18.44. The landscaping and irrigation required by this approval shall be maintained for the life of the project.

30. Any plans submitted for construction shall be in conformance with all applicable development codes, including design, parking, and landscaping.

31. All items identified in the Repair Analysis shall be completed prior to approval of Final Map or the applicant shall submit a Lien Contract and Agreement not to Convey, subject to review and approval by the City Attorney, to ensure that the improvements for the project site are completed prior to recordation of the Final Map.

San Diego Gas & Electric

32. SDG&E easements shall be referenced and accurately plotted on the map.

33. Any improvements and/or Developments taking place within the SDG&E Private Easement footprint will require an Encroachment Request.

Sweetwater Authority

34. The TPM shall be revised to show and call out the Authority's existing water main in Laurel Avenue. Include a call out for the Authority's water main: "6" AC WATER MAIN."

35. The TPM shall be revised to show and call out the existing 1-inch water service and meter and show the location of a proposed 1-inch Authority approved, lead-free, Reduced Pressure (RP) backflow preventer installed on private property at the edge of public right-of-way. Installation of an Authority approved backflow prevention device is a condition of continued service.

36. The owner shall be required to obtain permission for Sweetwater Authority's General manager to serve the condominium complex since the property is owned in common, and the water account shall be opened by a Home Owners Association (HOA), in care-of the common property.

37. Plans shall be submitted to Sweetwater Authority for any improvement plans to the existing dwellings to ensure the adequacy of the existing water meter, which is currently serving the four dwelling units.

Indemnification Agreement

The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council for review. The City Council may, at that meeting, review the decision of the Planning Commission and set the matter for public hearing.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final following City Council review and thirty (30) days following the Planning Commission's decision, unless an appeal is filed in writing with the City Clerk.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of September 21, 2026, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____
CHAIRPERSON

RESOLUTION NO. 2026-09

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA
DENYING A CONDITIONAL USE PERMIT AND TENTATIVE PARCEL MAP TO
CONVERT A FOUR UNIT HOUSING DEVELOPMENT TO CONDOMINIUMS
LOCATED AT 327-333 LAUREL AVENUE.
CASE FILE NO. 2025-18 CUP, TPM
APN: 554-023-07-00

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit and Tentative Parcel Map to convert four existing detached single-family homes on one property to condominiums located at 327-333 Laurel Avenue. At a duly advertised public hearing held on September 21, 2026, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearing, the Planning Commission considered the staff report contained in Case File No. 2025-18 CUP, TPM maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on September 21, 2026, support the following findings:

1. Granting the permit would be inconsistent with the National City General Plan because the property has a Low Density Residential General Plan Land Use Designation which allows up to 9 dwelling units per acre. The current density for the property is approximately 13 dwelling units per acre.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council for review. The City Council may, at that meeting, review the decision of the Planning Commission and set the matter for public hearing.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final following the City Council review and thirty (30) days following the Planning Commission’s decision, unless an appeal is filed in writing with the City Clerk.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of September 21, 2026, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

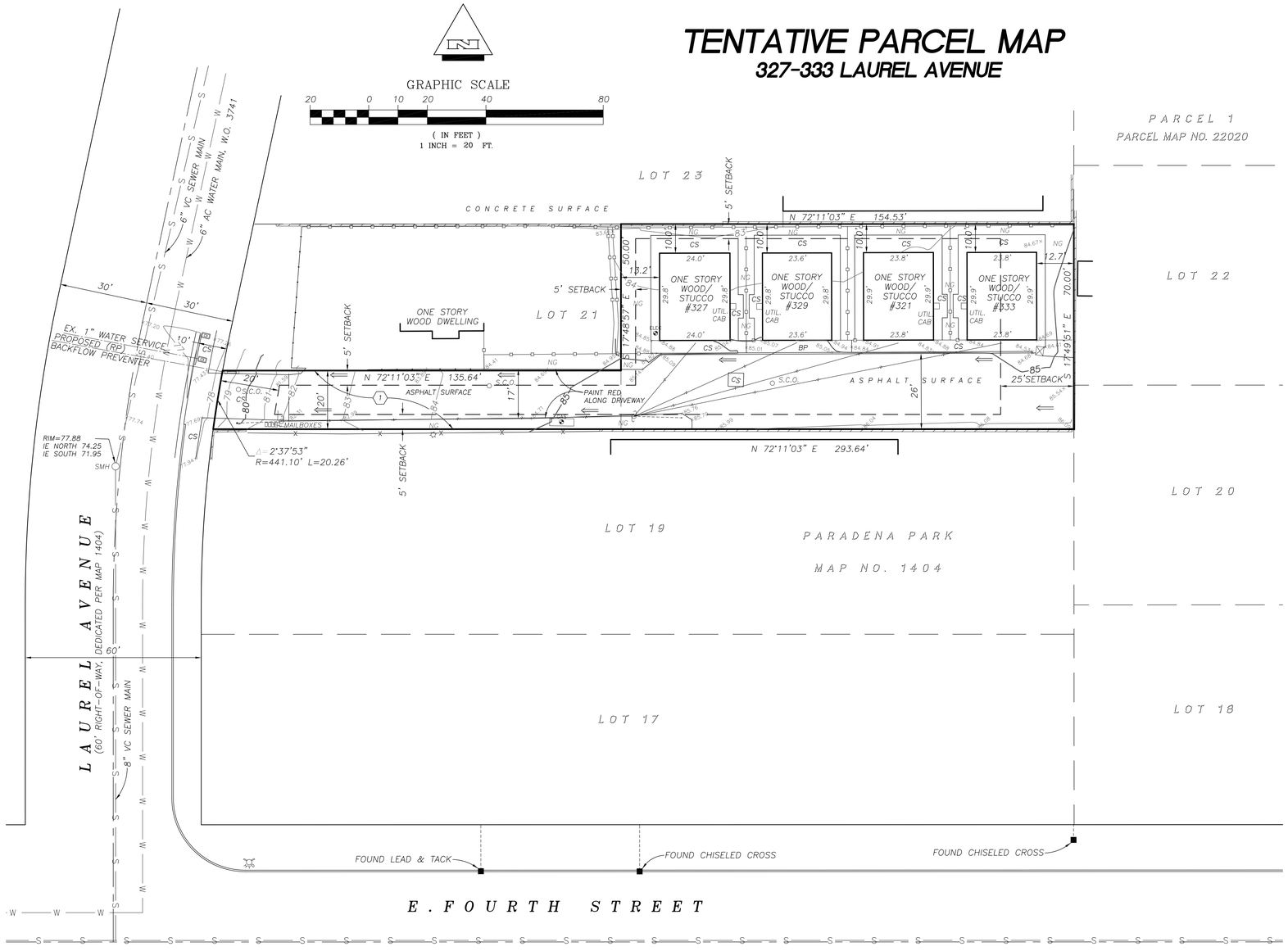
_____
CHAIRPERSON

2025-18 CUP TPM – 327-333 Laurel Avenue – Overhead



N

TENTATIVE PARCEL MAP
327-333 LAUREL AVENUE



SCOPE OF WORK

TENTATIVE MAP TO CONVERT FOUR (4) EXISTING RESIDENTIAL APARTMENT UNITS INTO RESIDENTIAL CONDOMINIUM UNITS. NO NEW CONSTRUCTION PROPOSED AS A PART OF THIS PERMIT.

SITE ADDRESS

327, 329, 331 & 333 LAUREL AVENUE
NATIONAL CITY, CA 91950

Tax Assessors Parcel No.

554-023-07-00

LEGAL DESCRIPTION

LOT 21 IN BLOCK 3 OF PARADENA PARK, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1404, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 16, 1912.

EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 21; THENCE NORTH 71°12' EAST ALONG THE NORTHERLY LINE OF SAID LOT A DISTANCE OF 125 FEET; THENCE AT RIGHT ANGLES SOUTH 18°48' EAST 50 FEET; THENCE SOUTH 71°12' WEST PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 21 TO THE WESTERLY LINE OF SAID LOT; THENCE NORTH ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING.

LOT SIZE

SQUARE FOOTAGE 13,566.86 OR 0.311 ACRES

OWNER

COUVRETTE REAL ESTATE INCOME PROPERTIES, LLC
OWNER NAME: COUVRETTE REAL ESTATE INCOME PROPERTIES, LLC
OWNER COMPLETE ADDRESS: 17543 BOCA RATON LANE, POWAY, CA 92064
OWNER PHONE NUMBER:

_____
name_____managing member DATE

PROJECT TEAM

LAND SURVEYOR/ CIVIL ENGINEER
COMPANY: SAN DIEGO LAND SURVEYING & ENGINEERING, INC.
NAME: ROBERT BATEMAN, PLS
ADDRESS: 7028 CONVOY CT., SAN DIEGO, CA 92123
PHONE NUMBER: (858) 244-0420
EMAIL: RBateman@sdlse.com

APPLICANT:
COMPANY: CONDO CONVERSION CONSULTANTS
NAME: JOSEPH SCARLATTI
ADDRESS: 152 W. PARK AVE., SUITE 252 EL CAJON, CA 92020
PHONE NUMBER: (619) 408-0208
EMAIL: westone.ca@gmail.com

BASIS OF ELEVATION

CITY OF NATIONAL CITY BENCH MARK
1/2" DIAMETER PLUG, 5' SOUTH OF THE SOUTHWEST CURB RETURN AT LAUREL AVENUE AND E. 3RD STREET, ON TOP OF CURB
ELEVATION = 75.269 FEET M.S.L.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS TENTATIVE MAP IS THE WEST LINE OF NORTON AVENUE AS SHOWN ON PARCEL MAP NO. 22020, i.e. N 17°48'48" W

TOPOGRAPHY SOURCE

FIELD SURVEY PERFORMED BY SAN DIEGO LAND SURVEYING & ENGINEERING, INC. ON OCTOBER 29, 2024.

PROJECT INFORMATION

BASE ZONE – EXISTING & PROPOSED
RS-2: SMALL LOT RESIDENTIAL

YEAR BUILT – (1958)

PROJECT DATA:

FIRE DISTRICT – NATIONAL CITY
FEMA FLOOD HAZARD ZONE – YES___ NO_X__
MAP.:_06073C1911H___
WATERSHED:_SAN DIEGO__

PRESENT USE: RESIDENTIAL
PROPOSED USE: RESIDENTIAL
WATER SUPPLY: SWEETWATER AUTHORITY
SEWER DISPOSAL: CITY OF NATIONAL CITY
GRADING: NO GRADING PROPOSED

SETBACK

FRONT__20'
SIDE-INTERIOR__5'
SIDE-EXTERIOR__10'
REAR__25'

PARKING CALCULATIONS

STANDARD PARKING TOTAL: _____0_____
HANDICAP PARKING SPACES: _____0_____

TOTAL PARKING PROVIDED: _____0_____

TRANSIT STOPS:

4TH STREET & LAUREL AVENUE, MTS_99304

REFERENCE DRAWINGS:

MAP 1404, PARCEL MAP 22020

MAPPING NOTE:

A PARCEL MAP SHALL BE FILED AT THE COUNTY RECORDER'S OFFICE PRIOR TO THE EXPIRATION OF THE TENTATIVE MAP, IF APPROVED. A DETAILED PROCEDURE OF SURVEY SHALL BE SHOWN ON THE PARCEL MAP AND ALL PROPERTY CORNERS SHALL BE MARKED WITH DURABLE SURVEY MONUMENTS.

DEVELOPMENT NOTES:

1. THIS IS A MAP OF A CONDOMINIUM PROJECT AS DEFINED IN SECTION 4125 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA AND IS FILED PURSUANT TO THE SUBDIVISION MAP ACT. TOTAL NUMBER OF UNITS IS 4.
2. NUMBER OF EXISTING LOTS = 1
   NUMBER OF PROPOSED LOTS = 1

UTILITY TABLE:

UTILITY	OVERHEAD	UNDERGROUND
CATV	X	
ELECTRIC	X	
GAS		X
TELEPHONE	X	

LEGEND:

■	INDICATES FOUND MONUMENT AS NOTED
	INDICATES EXISTING FIRE HYDRANT
1	INDICATES PARKING SPACE
⟸	INDICATES DIRECTION OF DRAINAGE
	INDICATES WATER METER
CS	INDICATES CONCRETE SURFACE
SCO	INDICATES SEWER CLEAN OUT
SMH	INDICATES SEWER MANHOLE
NG	INDICATES NATURAL GROUND
W	INDICATES WATER LINE
S	INDICATES SEWER LINE
	INDICATES PROPERTY LINE/TPM BOUNDARY

EXISTING SEWER & WATER SERVICES

THE EXISTING WATER & SEWER SERVICES CURRENTLY SERVING THE SITE WILL REMAIN. NO NEW SERVICES PROPOSED.

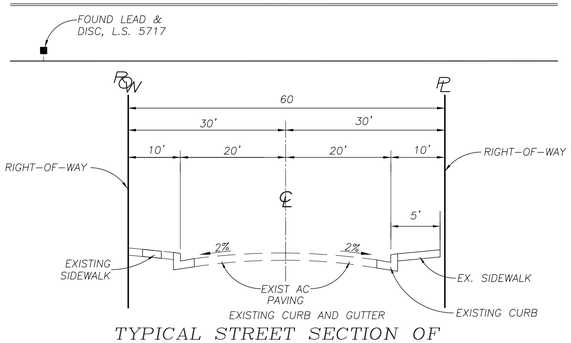
EXISTING EASEMENTS:

(1) AN EASEMENT FOR ROAD AND PUBLIC UTILITY PURPOSES, RECORDED JULY 8, 1957 IN BOOK 6651, PAGE 417 OF OFFICIAL RECORDS. PLOTTED HEREON.

(2) EASEMENT GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY FOR PUBLIC UTILITIES, RECORDED NOVEMBER 18, 1958 IN BOOK 7355, PAGE 456 OF OFFICIAL RECORDS. PLOTTED HEREON.

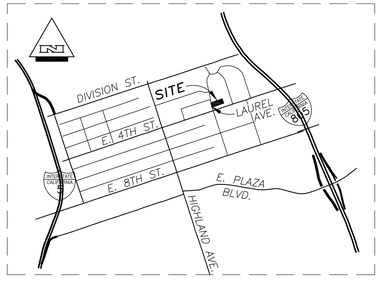
PROPOSED EASEMENTS:

NONE



TYPICAL STREET SECTION OF LAUREL AVENUE
(EXISTING STREET)
NO SCALE

ATTACHMENT 3



VICINITY MAP
NO SCALE

PROFESSIONAL LAND SURVEYOR:

SAN DIEGO LAND SURVEYING & ENGINEERING, INC.
7028 CONVOY COURT
SAN DIEGO, CALIFORNIA 92111-1017 (858) 565-8362

[redacted] 8/25/2026
ROBERT J. BATEMAN, P.L.S. 7046 DATE

PROFESSIONAL LAND SURVEYOR · ROBERT J. BATEMAN · No. 7046 · CALIFORNIA

REVISIONS TABLE		
NO.	DATE	REVISION / ISSUE
1	12/19/25	REVISED TPM PER CITY COMMENT LETTER

COVER SHEET - DISCRETIONARY PERMIT:
ADDRESS: 327-333 LAUREL AVE.
NATIONAL CITY, CA 91950
TENTATIVE MAP NO.:

TM-01

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

PROJECT NO.
SHEET TITLE: TENTATIVE MAP
SHEET 1 OF 1 SHEET

NOTICE OF PUBLIC HEARING

DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES), FOR A CONDITIONAL USE PERMIT AND TENTATIVE PARCEL MAP TO CONVERT A FOUR UNIT HOUSING DEVELOPMENT TO CONDOMINIUMS LOCATED AT 327-333 LAUREL AVENUE.

CASE FILE NO.: 2025-18 CUP TPM

APN: 554-023-07-00

NOTICE IS HEREBY GIVEN that the National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday**, **September 21, 2026**, in the City Council Chambers, located at the Civic Center, 1243 National City Boulevard, National City, California, on the following item:

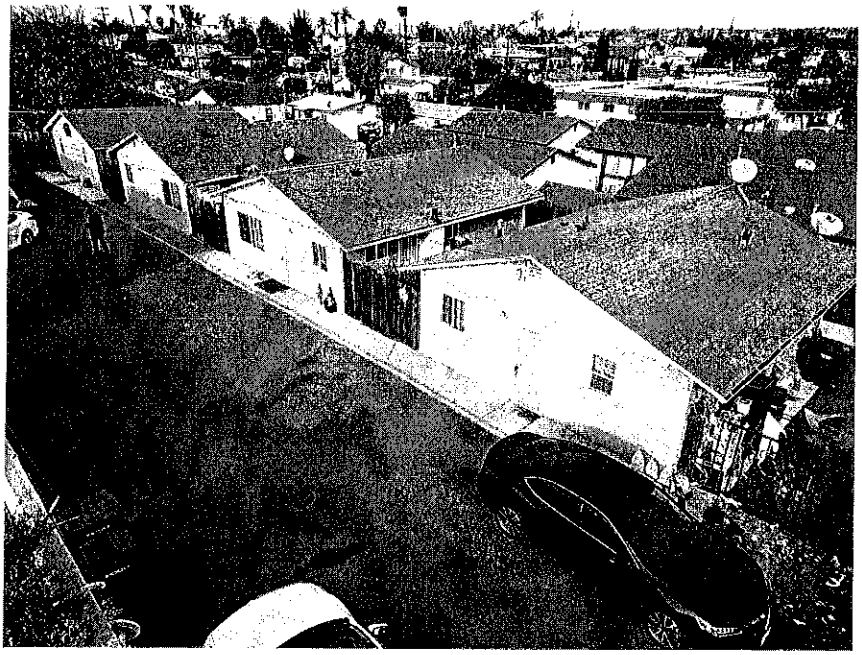
The applicant (Applicant: Joseph Scarlatti) proposes to convert four existing detached single-family homes on one property into individually owned condominiums. As condominiums, the units will be the same size and have the same floor plan as they currently exist. Proposed work includes repairs as identified in the repair analysis provided by the applicant, which are to be completed prior to the sale of the units. No new development is proposed. Planning Commission will also consider the staff determination that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, Section 15301 (Existing Facilities).

Information is available for review at the City's Planning Division, Civic Center. Members of the public are invited to comment orally at the hearing or in writing. Written comments should be received by the Planning Division on or before 2:00 p.m., **September 21, 2026** by submitting it to PlcPubComment@nationalcityca.gov. Planning staff can be contacted at 619-336-4310 or planning@nationalcityca.gov.

Under California Government Code section 65009, if you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

THE REAL ESTATE
INSPECTION COMPANY

THE REAL ESTATE INSPECTION COMPANY
7602039682
info@sdinspect.com
https://sdinspect.com/



BUILDING CONDITIONS REPORT

327-333 Laurel Ave
National City, CA 91950

Joseph Scarlatti
01/22/2025



Inspector
Mike Davis
Certified Commercial Property Inspector (CCPIA)
760-522-2868
mdavis@sdinspect.com



Inspector
Jamie Hawks
Certified Commercial Property Inspector (CCPIA)
7602039682
jhawks@sdinspect.com

ATTACHMENT 5

TABLE OF CONTENTS

1: INSPECTION DETAILS	6
2: ROOFING SYSTEM	8
3: BUILDING ENVELOPE AND SITE IMPROVEMENTS	13
4: STRUCTURAL FRAME AND COMPONENTS	26
5: HEATING, VENTILATION AND AIR CONDITIONING	28
6: PLUMBING SYSTEM / RESTROOMS	28
7: BUILDING ELECTRICAL SYSTEMS	37
8: FIRE/ LIFE SAFETY PROTECTION	44
9: UTILITY ENTRANCES	46
Standards of Practice	49

The Real Estate
INSPECTION COMPANY
CCPIA® CERTIFIED

BUILDING CONDITIONS INSPECTION REPORT

PURPOSE AND SCOPE OF WORK: The Real Estate Inspection Company was retained to conduct a limited-scope commercial property inspection of the subject property. This report and inspection are called a "Building Conditions Report". The purpose of the inspection was to provide an objective, independent, professional opinion of the condition of the building(s) and its major systems along with the potential repair cost associated with the subject property. This inspection will be performed with the intent to satisfy the requirements of the local City Development Services Department in the application of conversion of the property to condominiums. The purpose of this Building Conditions Report is to describe the primary systems and components of the subject property, to identify conspicuous defects or material deferred maintenance, and to present an opinion of costs to remedy observed conditions. In addition, this report identifies systems or components that are anticipated to reach the end of their expected useful life during the specified evaluation period and includes an opinion of cost for future capital replacements, if applicable. A Commercial Property Inspection is NOT intended to reveal minor defects. Please familiarize yourself with the Standards-Of-Practice for commercial inspections and read the Inspection agreement

for limitations. You have contracted with The Real Estate Inspection Company to perform a generalist inspection in accordance with the Commercial Standards of Practice of CCPIA. This property inspection and report is limited to a visual inspection based on observations made during the walk-through. This means that we can only evaluate what we can see. Observations were limited to representative property improvements including exterior surfaces and open spaces, accessible areas of the roof, representative units, and mechanical, staff, vacant, and common areas. No inspection or investigation behind walls, inside plenums, or in any other generally inaccessible areas were performed. There may be defects behind walls, under floor coverings, or which have been concealed from view by painting, personal items, or wall coverings. This inspection will be limited to "common areas", which is limited to the exterior areas of the property only.

Inspectors working for The Real Estate Inspection Company inspect properties in accordance with the Commercial Standards of Practice of CCPIA and our Inspection Agreement which are listed on our website at www.sdinspect.com. Items that are not listed in this report were not inspected. The observations and opinions expressed within the report take precedence over any verbal comments. It should be understood that the inspector is only on-site for a few hours and will not comment on insignificant deficiencies, but confine the observations to truly significant defects or deficiencies that significantly affect the value, desirability, habitability, or safety of the structure.

A general commercial inspection is limited in scope and lower in cost than many individual specialist inspections. Client is hereby informed that exhaustive inspections are available from specialists in a multitude of disciplines such as roofing, plumbing, pools, heating and air conditioning, decking, electrical, fenestration (windows and doors), and environmental quality among others. Additional inspections by specialists in a particular field will be more exhaustive and thorough, and likewise cost significantly more than a general commercial inspection. A general commercial inspection is intended to identify evidence of problems that exist. Since inspections are non-destructive, the inspector can only report on the evidence that is observable at the time of the inspection. A general commercial inspection is specifically not exhaustive in nature and therefore cannot identify defects that may be discovered only through more rigorous testing than a general commercial inspection allows. A generalist inspection is essentially visual and does not include the dismantling of any component, or the sampling of air and inert materials. Consequently, a generalist inspection and report will not be as comprehensive or technically exhaustive as that by a specialist, and it is not intended to be.

We are specifically prohibited by state law from commenting on damage caused by termites and other wood-destroying organisms, which is the responsibility of a state-licensed pest control expert and commonly mandated as a condition of sale and usually scheduled and paid for by the sellers. More importantly, a general commercial inspection does not include mold, air, contamination, radon, asbestos, lead, drug residue, or another sampling unless otherwise agreed to. Mold testing services are available from this company and other companies for an additional fee. DO NOT RELY ON THIS REPORT FOR THE IDENTIFICATION OF MOLD OR OTHER ALLERGENS UNLESS THE CLIENT AUTHORIZES THE COLLECTION AND TESTING OF AREAS OF CONCERN. THE REAL ESTATE INSPECTION COMPANY SPECIFICALLY DISCLAIMS ANY MOLD-RELATED ISSUES UNLESS SAMPLES AND TESTING ARE AUTHORIZED BY PAYMENT OF ADDITIONAL MOLD SAMPLING FEES.

Components and systems shall be operated with normal user controls, and not forced or modified to work. Those components or systems that are found not to work at the time of inspection will be reported, and those items should be inspected and repaired or replaced by a qualified specialist in that field.

During the course of a general commercial inspection verbal interaction occurs between the parties who are present. It is important to understand that spoken comments cannot be relied upon since there is no transcription of conversations. Therefore, no one relying on the findings of this inspection should consider any oral statements made during the inspection. Only the written comments in this inspection report should be relied upon regardless of any oral comments made during the inspection appointment. If you have any questions about the content of this report or wish to have clarification on any comment, you must contact the inspector within 5 days of the inspection.

HOW TO READ THIS REPORT

The inspection report has INFORMATION tabs, items listed in the information tabs are:

Items Inspected = Inspector visually observed the item, component, or unit and if no other comments were made then it appeared to be functioning as intended, allowing for normal wear and tear.

This inspection report has LIMITATIONS tabs, click the limitations tabs to read items not inspected, not present, or other limitations:

Not Inspected = Inspector did not inspect this item, component, or unit and made no representations of whether or not it was functioning as intended, and will state a reason for not inspecting.

Not Present = This item, component, or unit is not in this property or building.

This inspection report has STANDARDS tabs. The standards tab describes what is and is not included in this inspection. Please read.

INSPECTION DEFECT CATEGORIES

Maintenance Items - Primarily comprised of small cosmetic items and simple handyman or do-it-yourself maintenance items. These observations are more informational in nature and represent more of a future to-do list rather than something you might use as a negotiation or Seller-repair item.

Repair recommendations/Safety - Most items typically fall into this category. These observations may require a qualified contractor to evaluate further and repair or replace but the cost is somewhat reasonable.

Immediate Repair/Major Concern - This category is composed of immediate concerns or items that could represent a significant expense to repair or replace. When this action is indicated, you should consider having a licensed expert in that field further evaluate that entire system BEFORE THE END OF YOUR DUE DILIGENCE PERIOD.

Photographs, videos, aerial drone images, and thermal images representative of REIC's observations are included throughout this report. Numerous photographs have been taken of the building to document the flaws noted or defects observed when possible. Sometimes it is not possible to take a photograph of a defect due to location, lighting, or other obstructions. Numerous pictures may be taken of a building but not all photographs will necessarily be included in the report. If similar defects are found at several locations throughout the building, only a representative number of photos may be shown in the report. Repair should not be limited to only those areas but to all instances of the defect.

Additional Limitations: This inspection and report does not determine compliance with any federal, state, or local statute, ordinance, rule, or regulation including, but not limited to, fire and building codes, life safety codes, environmental regulations, health codes, zoning ordinances, trade/design standards, standards developed by the insurance industry.

1: INSPECTION DETAILS

Information

CCPIA - Certification

Inspectors at The Real Estate Inspection Company are CCPIA certified.

Style Of Building / Current Use
Multi-Family

Year Built / Date Of Construction
1958

Site Area (acres)
0.32

Number of Buildings
4

Gross Building Area (Square Feet)
2,880

Stories
One

Weather
Clear

Temperature at Start of Inspection
60

Rain in last 3 days
No

In Attendance
Tenant

Overall Property Condition (physical condition) - Fair

Based on the systems and components observed during the inspection, the property overall, appears to be in fair condition. The property was serviceable, but showing age and wear, and will require

maintenance, repair, or replacement during the loan term. The property was in working condition but requires immediate or short-term repairs above the agreed threshold.

Opinion of Probable Cost

Immediate and Reserve Repair Needs:
The Real Estate Inspection Company made a site visit on 1/22/2025. For purposes of this Report, the reserve term, as noted in the City of National City requirements for Building Condition Reports, is considered to be a period of five years. A detailed breakdown of immediate and reserve repair/replacement costs has been attached to this report in the table of contents.
Opinions of costs are to assist the client in developing a general understanding of the physical condition of the subject property. Opinions of cost to remedy defects listed in this report are included where possible or attached as a PDF from a 3rd party. These estimates are opinions of costs that require immediate action as a result of any of the following: (1) material existing or potentially unsafe conditions, (2) material building or fire code violations, or (3) physical deficiencies that if left uncorrected would be expected to result in or contribute to a critical element or system failure within one year or will result most probably in a significant escalation of its remedial costs. Opinions of cost should only be construed as preliminary. Actual cost will vary. Client understands and agrees that said estimates are included solely as a guide and are not to be considered, understood, or utilized by the Client as representing the actual costs associated with making any such repairs. Regardless of any such estimates, the Client should obtain further qualification of any cost estimates from an appropriate contractor, tradesperson, and/or professional.

Limitations

General

LIMITED SCOPE - EXTERIOR COMMON AREAS ONLY

This building conditions assessment is limited in scope to the exterior common areas only. Our inspection is limited to the accessible areas of exterior and does not include an evaluation of any kind regarding components or systems in the interiors of each building.

General

ADA COMPLIANCE

ADA compliance was not verified. It is recommended the CLIENT hire an ADA specialist for further guidance and conformance with these regulations.

General

DOCUMENTATION

None of the documents listed below were reviewed in the process of this Commercial Building Inspection: Appraisals, either current or previously prepared. Certificates of Occupancy. Safety inspection records. Warranty Information (roofs, boilers, chillers, cooling towers, etc.) Records indicating the age of material building systems such as roofing, paving, plumbing, heating, air conditioning, electrical, etc. Historical cost records, such as those costs incurred for repairs, improvements, recurring replacements, etc. Pending proposals or executed contracts for material repairs or improvements, or descriptions of future work planned. Outstanding citations for building, fire, and zoning code violations. Previously prepared ADA surveys or status of any improvements implemented to effect physical compliance. Previously prepared property condition reports by other firms or studies pertaining to any aspect of the subject property's physical condition. Records indicating building occupancy percentages. Records indicating buildingturnover percentages. Building rent rolls. Leasing literature, listing for sale, marketing/promotional literature such as photographs, descriptive information, reduced floor plans, etc. Drawings or specifications (as-built or construction).

2: ROOFING SYSTEM

Information

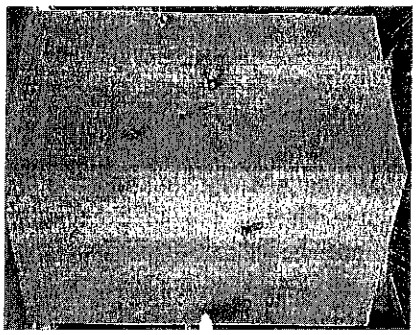
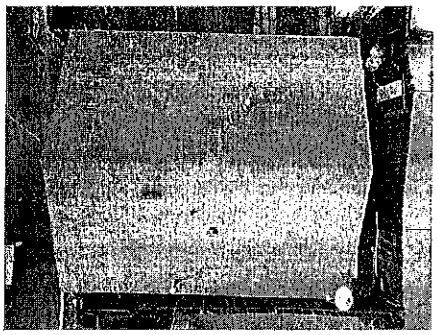
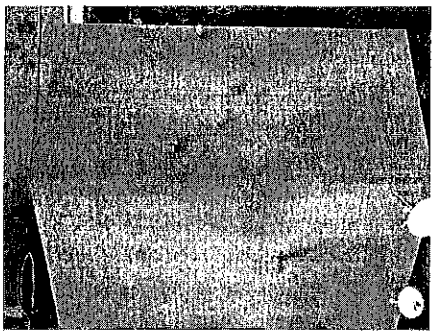
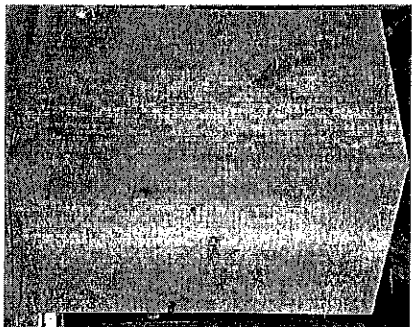
General: GENERAL CONDITION
GOOD

General: MEANS OF ACCESS
WALKED ROOF

General: ROOF COVERING TYPE
3-TAB COMPOSITION ASPHALT/FIBERGLASS

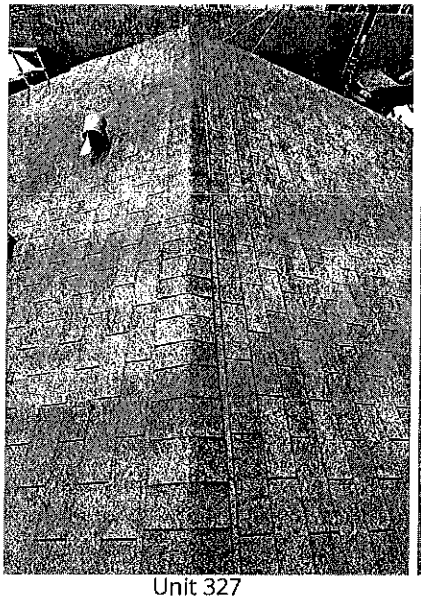
General: ROOF DECK TYPE
Not Visible

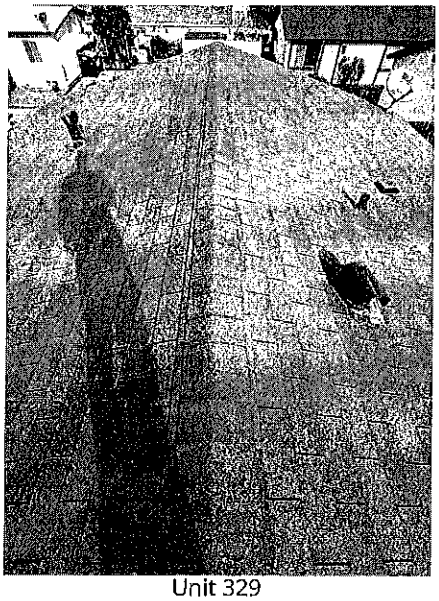
General: DRONE PICTURES OF ROOF

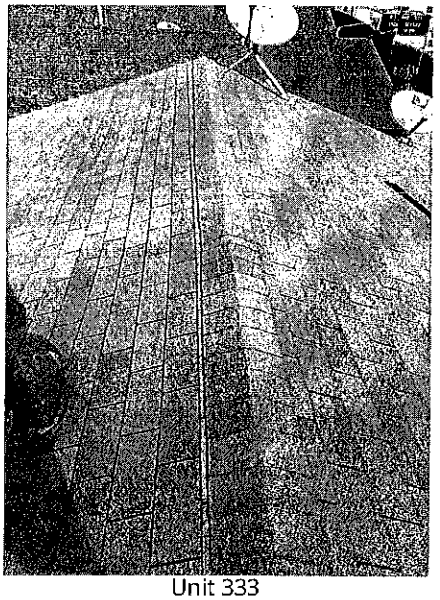





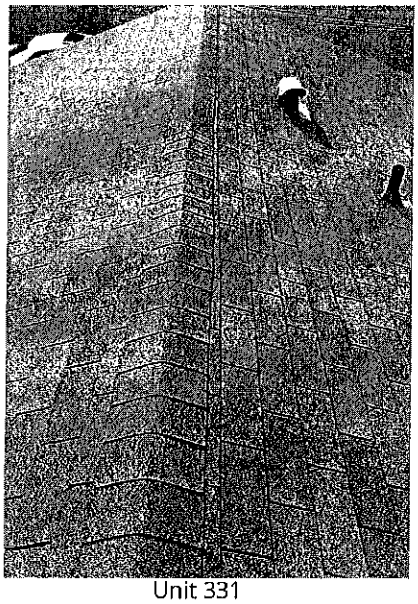
ROOF COVERINGS (Sloped): Roof Covering - Inspected

All four buildings had shingle roofs. The age is unknown. The roofs show normal wear for their age and type; appear to be in serviceable condition. Notable exceptions will be listed in the defect summary below.
Expected Useful Life: 25
Remaining Useful Life: 10


Unit 327


Unit 329


Unit 333


Unit 331

ROOF COVERINGS (Sloped): Shingle Roof Information

There is a composition shingle roof installed, which is comprised of asphalt or fiberglass materials impregnated with mineral granules that are designed to deflect the deteriorating ultra-violet rays of the sun. These roofs are warranted by the manufacturer to last from twenty to twenty-five years, and are typically guaranteed against leaks by the installer for three to five years. The actual life of the roof will vary, depending on a number of interrelated factors besides the quality of the material and the method of installation. Poor maintenance is the most common cause of roof failure, but a southern exposure can cause a roof to deteriorate prematurely, as will the practice of layering over another roof. The first indication of significant wear is when the granules begin to separate and leave pockmarks or dark spots. This is referred to as primary decomposition, which means that the roof is in decline, and therefore susceptible to leakage. This typically begins with the hip and ridge shingles and to the field shingles on the south facing side. This does not mean that the roof is ready to be replaced, but that it should be serviced or monitored. Regular maintenance will certainly extend the life of any roof, and will usually avert most leaks that only become evident after they have caused other damage. This is important,

because in accordance with industry standards our inspection service does not include a guarantee against leaks. For such a guarantee, you would need to have a roofing company perform a water test and issue a roof certification, which is beyond the scope of this inspection. However, the sellers or the occupants will generally have the most intimate knowledge of the roof, and you ask them about its history and then schedule a regular maintenance service. Please note that this inspection is neither a guarantee of any kind against leaking nor a warranty of the longevity of the roof. It is a visual evaluation of the roof and the attic below.

ROOF COVERINGS (Sloped): #15 Felt paper - Info

The roof had #15 felt paper installed as water-resistant underlayment beneath roof-covering materials. The underlayment was inspected in representative areas only. Most of this membrane was hidden beneath roof-covering materials and was not inspected.

Limitations

SKYLIGHTS

NO SKYLIGHTS PRESENT

No skylights were present.

Repair or replace

2.3.1 FLASHINGS/ROOF PENETRATIONS

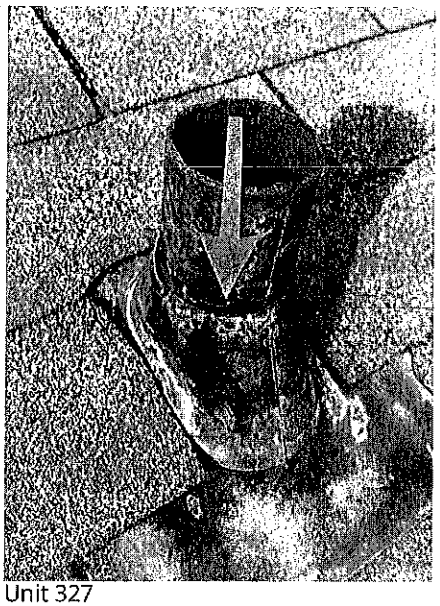
Repair Recommendation, Deficiencies

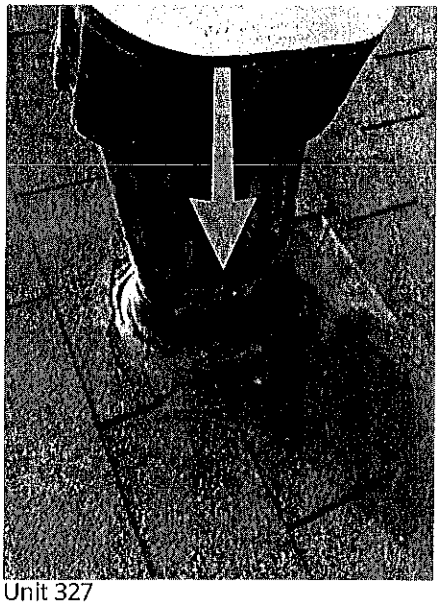
SEALANT CRACKED OR MISSING - VENTS

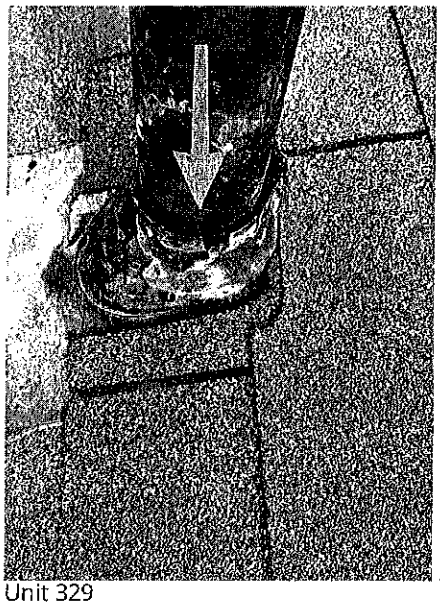
UNIT 327, UNIT 329, UNIT 325, UNIT 333

The sealant around the flashings is cracked. We advise corrections by a licensed roofer.

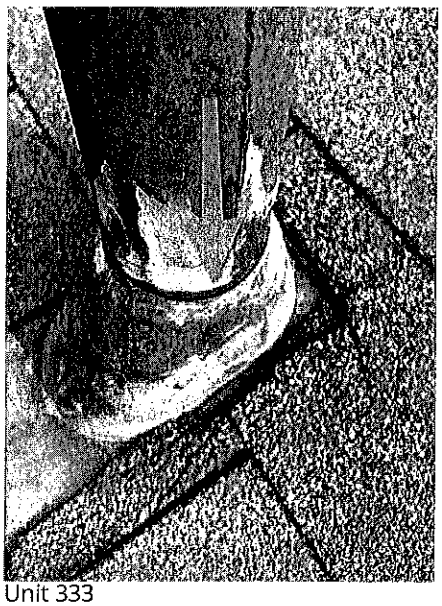

Unit 327

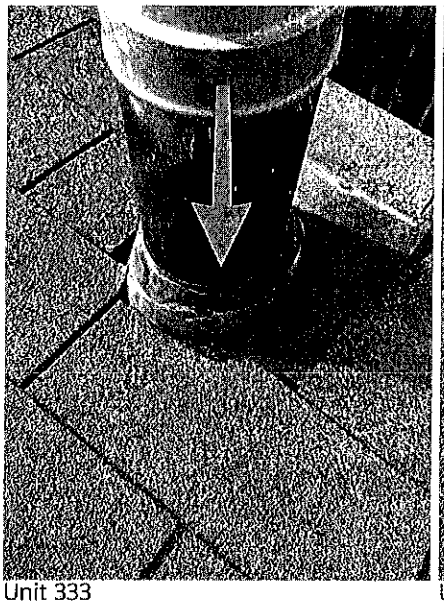

Unit 327


Unit 327


Unit 329


Unit 329


Unit 333



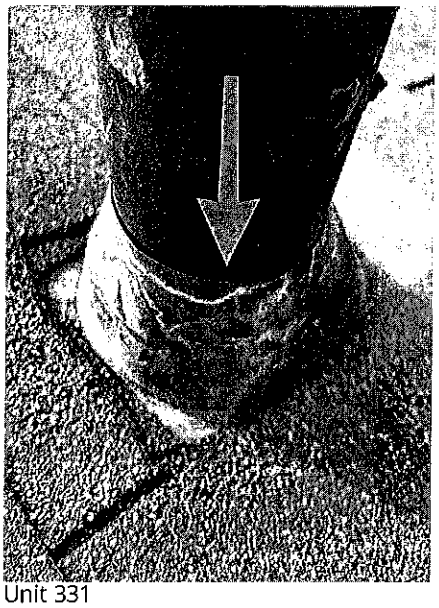
Unit 333



Unit 333



Unit 331



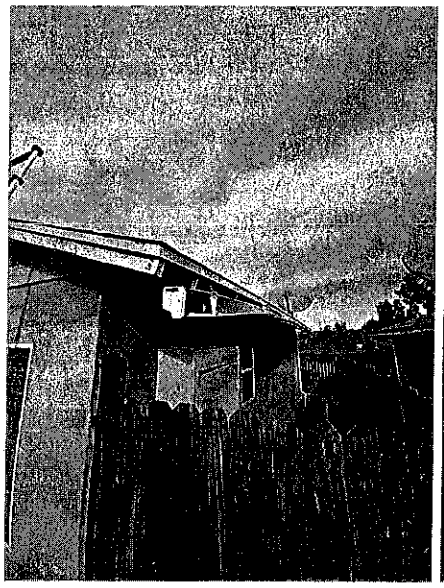
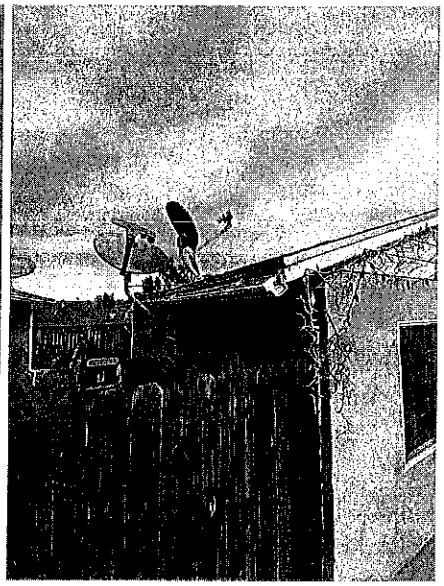
Unit 331

2.6.1 ROOFING DRAINAGE SYSTEMS (Rain Gutters, Scuppers)

Repair/Recommendation Deficiencies

GUTTERS - DAMAGED

Several of the gutters were falling off the building or had open seams. The average lifespan is 20-35 years. We recommend the repair or replacement of the gutter system with a qualified contractor.

3: BUILDING ENVELOPE AND SITE IMPROVEMENTS

Information

General: TOPOGRAPHY
Slope 5-9%

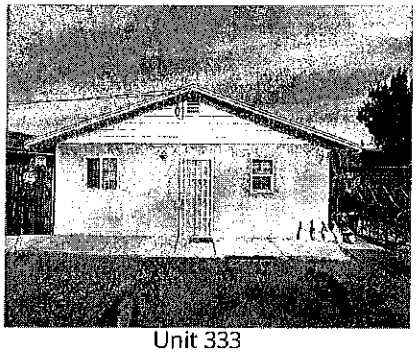
General: WINDOW TYPES
DOUBLE PANE VINYL*

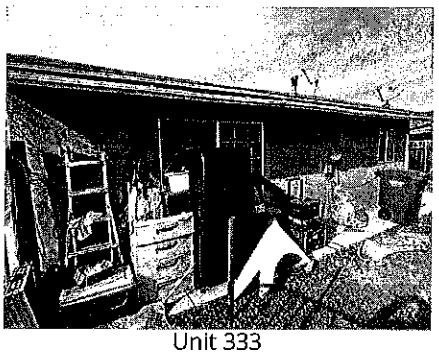
General: SIDING MATERIAL
STUCCO

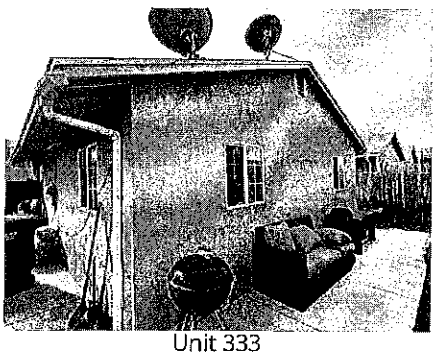
General: LOT DRAINAGE
GRADED

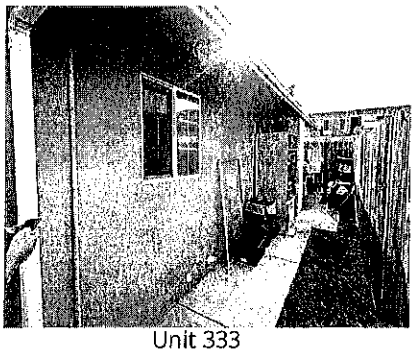
General: Photos of Exterior Elevations/Façade Elements

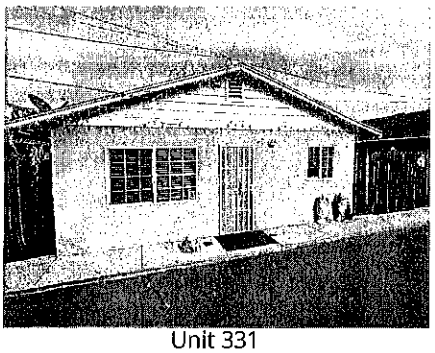
Photos of Exterior Elevations.


Unit 333

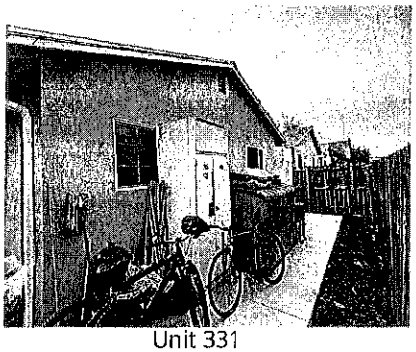

Unit 333

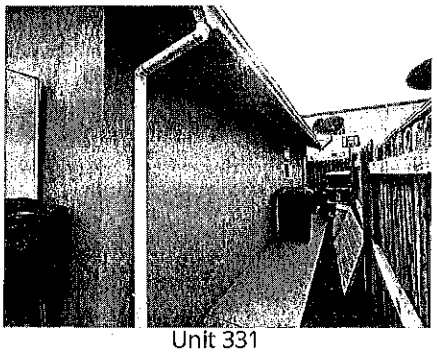

Unit 333

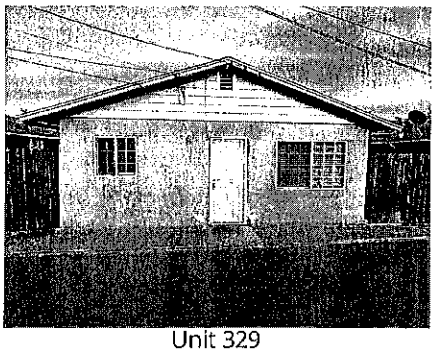

Unit 333

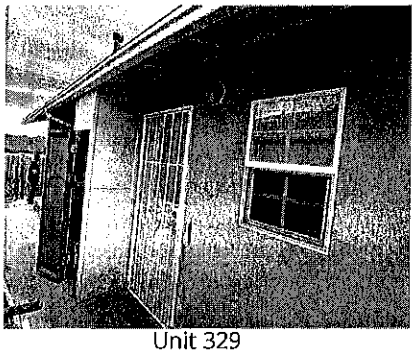

Unit 331

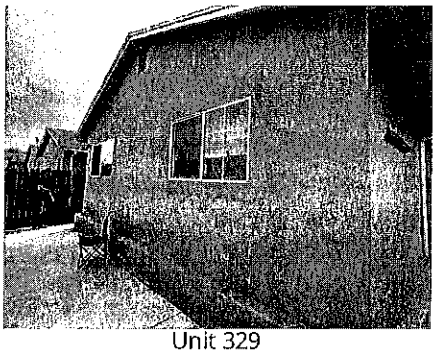

Unit 331

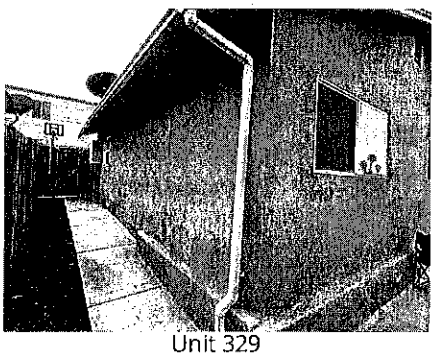

Unit 331


Unit 331


Unit 329


Unit 329


Unit 329


Unit 329

General: Photos of Ingress and Egress

Photos of Ingress and Egress.



STORM WATER DRAINAGE (With respect to effect on the building and parking lot): Grading & Drainage-Inspected

The grading and drainage around the building appeared adequate. Good drainage provisions appeared to have been provided, and as a result, no significant erosion was observed. However, due to the lack of recent heavy rain, the inspector was unable to determine how the property would drain during periods of unusually heavy rain. Routine maintenance is anticipated.



LANDSCAPING AND APPURTENANCES (With respect to effect on the building and property): Landscaping & Irrigation

No plant, shrub, or tree landscaping was provided. Perimeters of the buildings as well as along the property side and rear yard areas had gravel, bare earth, and concrete flatwork. Landscaping does not appear to have any irrigating system.
Condition:
Landscaping appeared to be in good overall condition. Some weed abatement was needed.

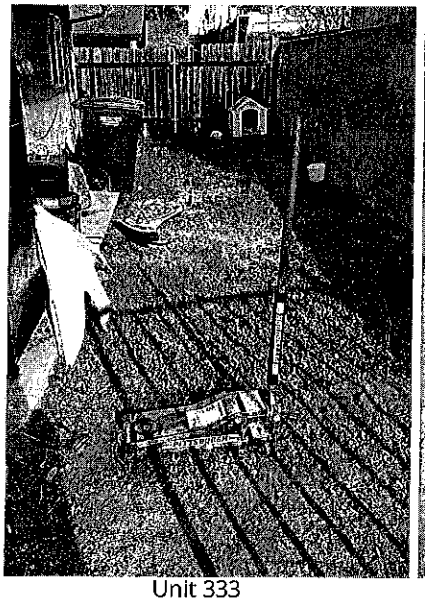
LANDSCAPING AND APPURTENANCES (With respect to effect on the building and property): Trash Enclosure - Location and Photo(s)

Trash bins were located in the front parking area.



LANDSCAPING AND APPURTENANCES (With respect to effect on the building and property): Landscape Photos

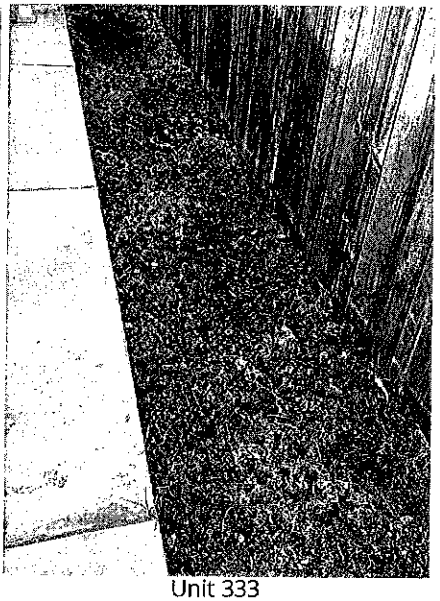
Landscape Photos.



Unit 333



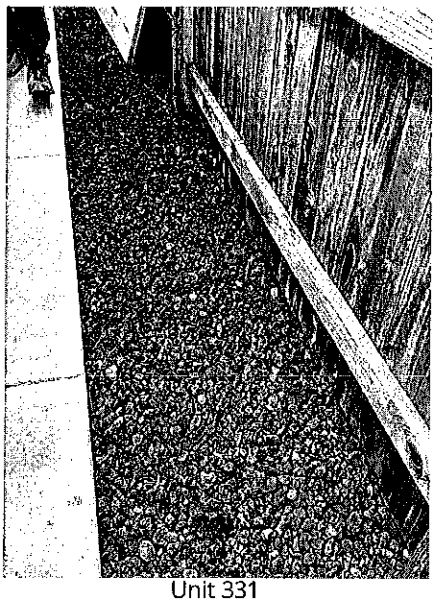
Unit 333



Unit 333


Unit 331

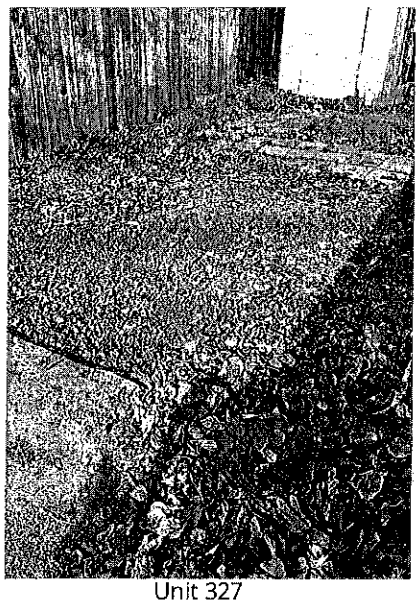

Unit 331


Unit 331

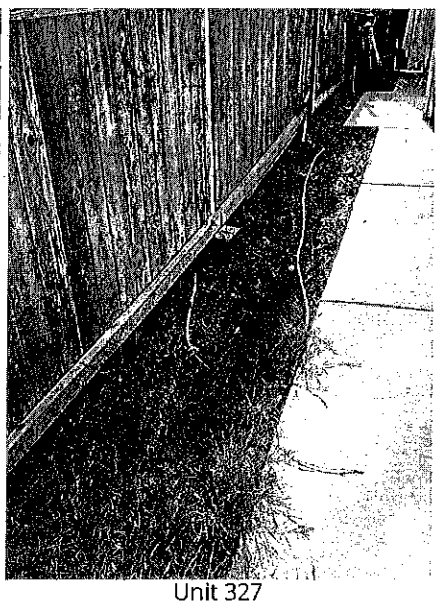

Unit 329


Unit 329


Unit 329


Unit 327


Unit 327


Unit 327

FLATWORK AND PARKING LOT:

GENERAL CONDITION

FAIR

FLATWORK AND PARKING LOT: Common Area Flatwork

The flatwork was observed to be in good overall condition and exhibited only minor typical hairline cracking. The inspector did not observe any deficiencies. No maintenance or repairs is anticipated during the evaluation period.



FLATWORK AND PARKING LOT: Number of Parking Spaces (approximate)

8

FLATWORK AND PARKING LOT: Number of Handicap Parking Spaces (approximate)

0

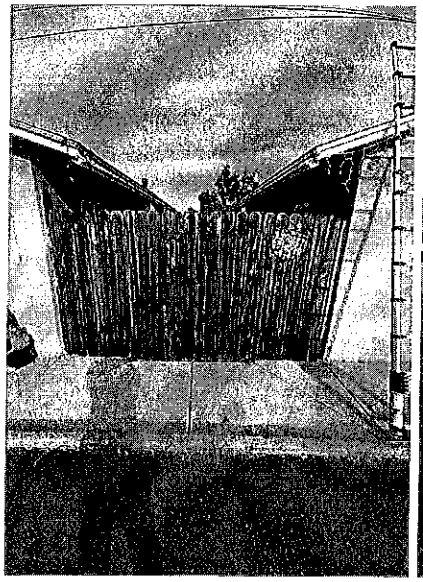
FLATWORK AND PARKING LOT: Asphalt Parking Lot - Information

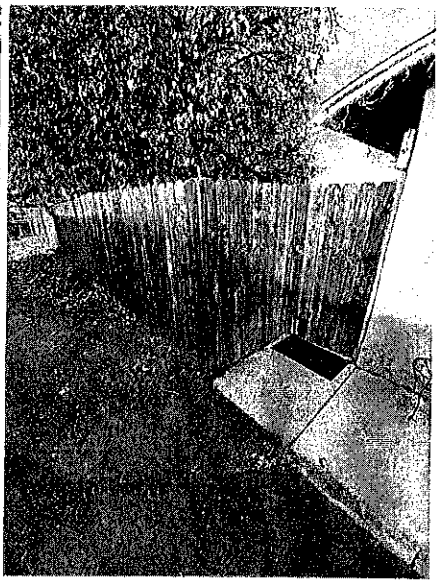
This property has an asphalt parking area. Asphalt is a popular and cost-effective method of paving parking areas. Asphalt parking areas are more susceptible to damage from sun exposure. The UV rays can weaken the pavement and cause alligatoring, which is cracking and deterioration of the top layer. In addition, freeze-thaw weather cycles worsen cracking and can lead to potholes. Heavy vehicle traffic can also soften the surface of an asphalt parking area, which can lead to cracks. The cracks can worsen into

potholes and other surface damage. Asphalt is typically about half of the initial cost of concrete, but has a life expectancy of about 20 to 30 years. Preventative maintenance for asphalt includes regular cleaning and sealant application every three to five years. This will help prolong its life expectancy and counteract damage from sun exposure. Maintenance also helps repair cracks right away instead of allowing the condition to worsen, especially under conditions of excessive water penetration.

FENCE, LANDSCAPE WALLS, BOUNDARY WALLS: Fence - Inspected

The property had typical wood fencing and gates surrounding each home. Routine maintenance is anticipated. See defect summary below.
Expected Useful Life: 20-25 years
Remaining Useful Life: 5-10 years (allowing for immediate repairs)





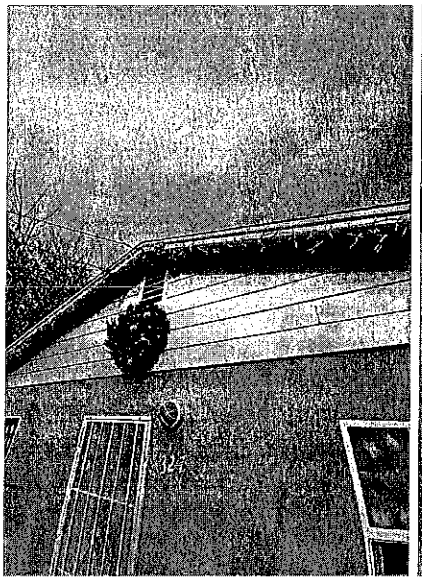
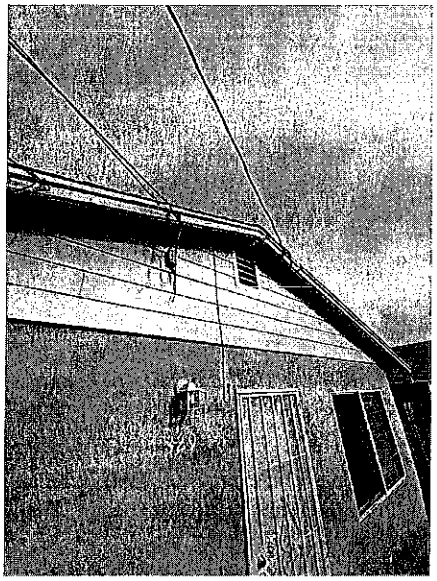

IRRIGATION: No Irrigation

No irrigation system was present.

WALL SIDING FLASHING AND TRIM: Siding - Inspected

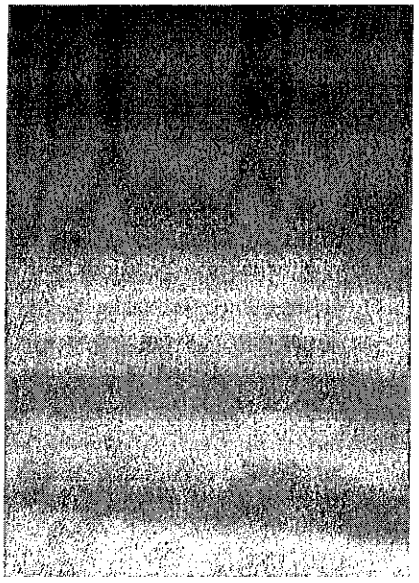
The front upper portions of exterior walls of the buildings were covered with siding. The Inspector observed no deficiencies in the condition of siding covering exterior walls.
Expected Useful Life: 50 years

Remaining Useful Life: 20 years (allowing for immediate repairs)

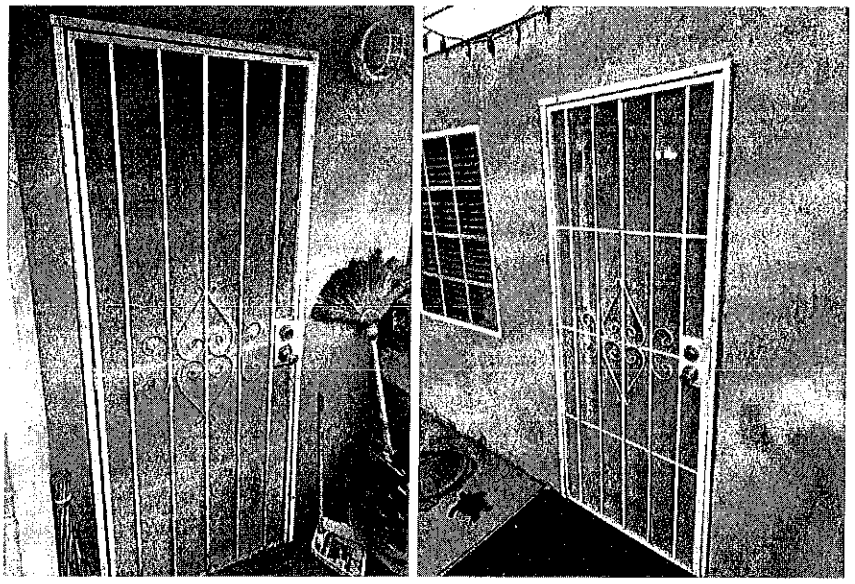
WALL SIDING FLASHING AND TRIM: Stucco - Inspected

The exterior walls of the building were covered with stucco. The stucco covering exterior walls showed signs of aging, cracking, and deterioration. Routine maintenance is anticipated within the evaluation period. See defect summary below.
Expected Useful Life: 50+ years
Remaining Useful Life: 5-10 years (allowing for immediate repairs)



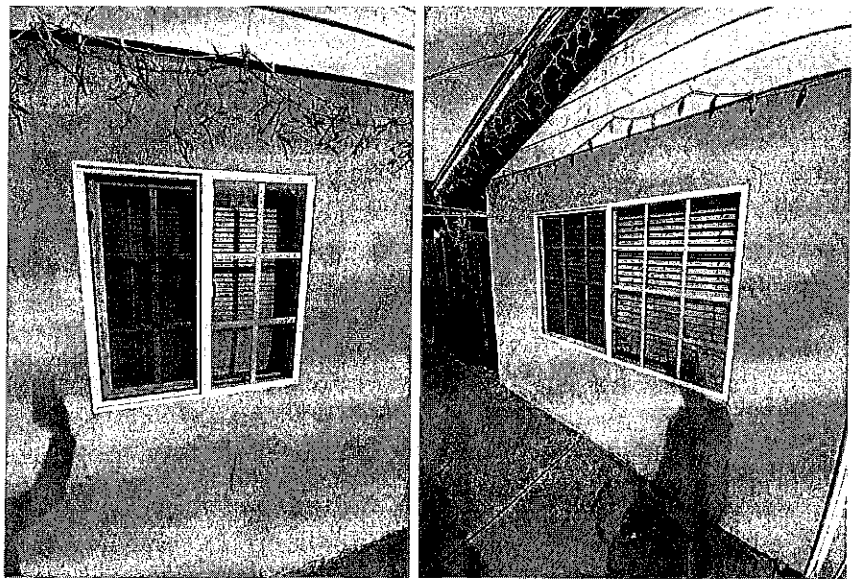
FENESTRATION: EXTERIOR DOORS: Doors - Inspected

At the time of the inspection, the condition of exterior doors was fair. Doors are in need of sanding and painting.



FENESTRATION: WINDOWS: Windows

Each building had double-pane vinyl windows. The window age was unknown. Windows were likely replaced in the last 20 years. Windows appeared to be in serviceable condition. Notable exceptions will be listed in the defect summary below.
Expected Useful Life: 30-40 years
Remaining Useful Life: 10-15 years

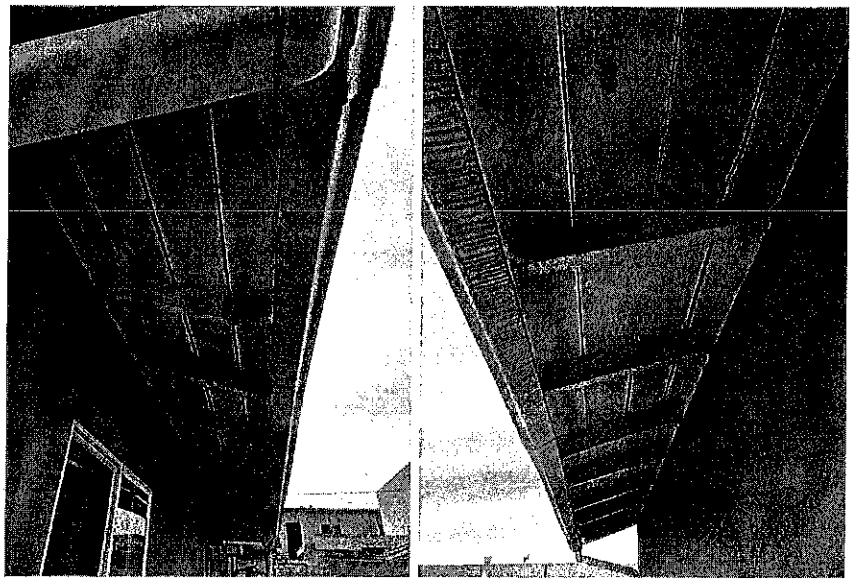


FENESTRATION: WINDOWS: Double Pane - Information

Note about double-pane windows: Failed seals in insulated glass (double-pane) windows are not always detectable. In some instances inspector may not be able to disclose the exact condition of every window, depending on the ambient conditions (weather) or if the windows are dirty at the time of inspection. Moisture between panes of glass in a double-pane window with a failed seal may or may not be observable depending on variations in ambient conditions such as temperature and humidity. Windows are reported as they are observed at the time of the inspection only. If you have present or future concerns regarding the integrity of thermal pane seals, it is strongly suggested that you consult with a Professional Fenestration Specialist for further evaluation. This inspection is not a warranty or guarantee of any kind regarding the integrity of the windows. The life span of double-panel window seals averages 8-20 years.

EAVES, SOFFITS AND FASCIAS: Eaves/Fascia/Soffit - Inspected

At the time of the inspection, the Inspector observed no deficiencies in the condition of the eaves/fascia/soffit.



Repair or replace

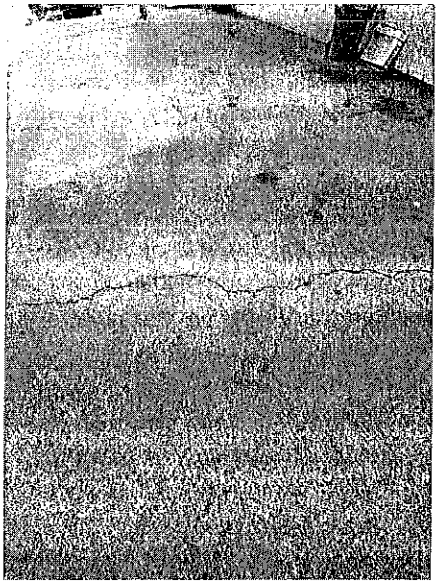
3.5.1 FLATWORK AND PARKING LOT

Major Concerns / Immediate Deficiencies

ASPHALT PARKING LOT/PAVING - SEAL COATING/RESTRIPING

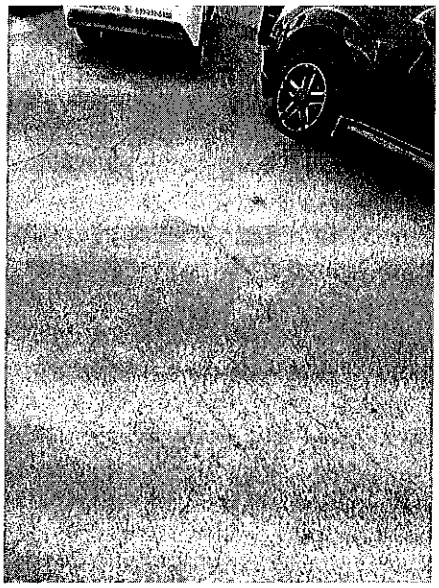
PARKING LOT

Asphalt parking/paving area(s) require periodic seal coating and restriping. Striping for parking is an important element for vehicle control and patron safety. Striping includes parking spaces, crosswalks, and directional control. Striping is often included in bids for asphalt seal coating. This parking/paving area is due for seal coating and restriping. We advise budgeting for seal coating and restriping.







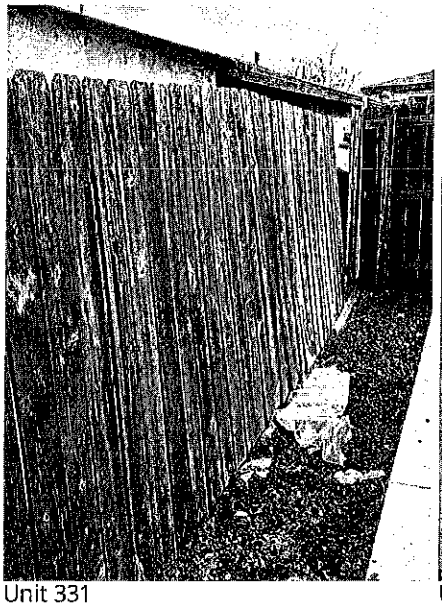


3.6.1 FENCE, LANDSCAPE WALLS, BOUNDARY WALLS

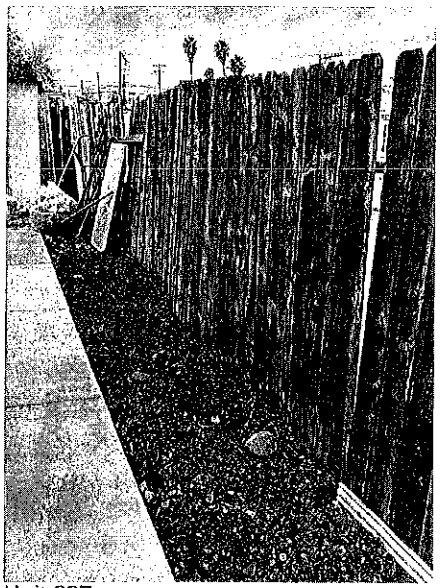
Repair/Recommendation Deficiencies

FENCE - LEANING

The fence is loose and leaning. We advise necessary repairs or replacing as needed by a licensed contractor.


Unit 331


Unit 329

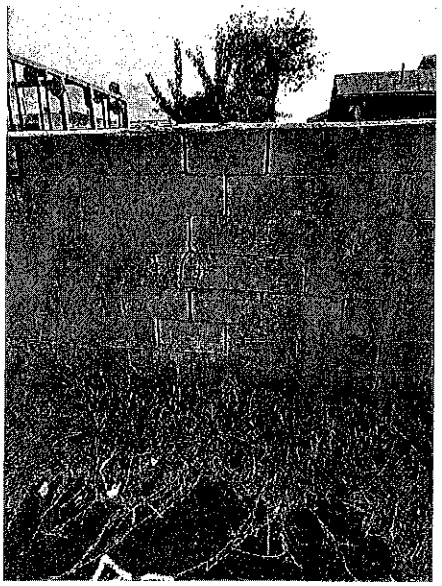

Unit 327

3.6.2 FENCE, LANDSCAPE WALLS, BOUNDARY WALLS

Repair/Recommendation Deficiencies

BLOCK WALL- CRACKING

The block wall was cracked/deteriorated in some areas. We advise repair or replacement by a licensed contractor.

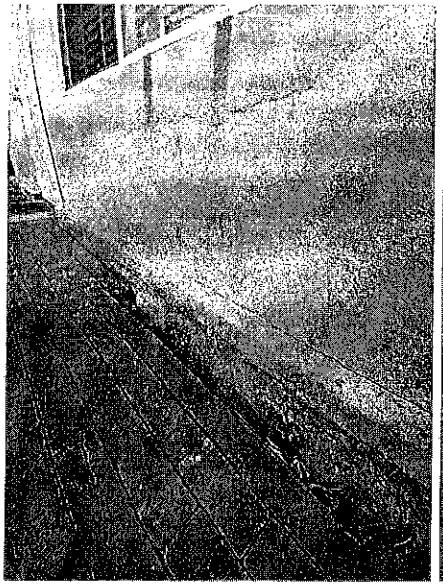


3.8.1 WALL SIDING FLASHING AND TRIM

Repair Recommendation/Deficiencies

STUCCO - OLD BUILDINGS

Stucco on older structures built prior to the 1970s was installed without a weep screed. Since the stucco traverses the junction of the concrete foundation and the wood frame walls, a horizontal crack is common. This is due to the inevitable movement of the walls in relation to the concrete foundation. This crack is unlikely to cause damage if it remains small. Patching this crack is a temporary measure. Installing a weep screed will be needed to avoid cracking. The Weep screed flashing will allow for movement between the wood frame wall and the foundation stem wall. (The weep screed is a metal band at the bottom of the stucco.)





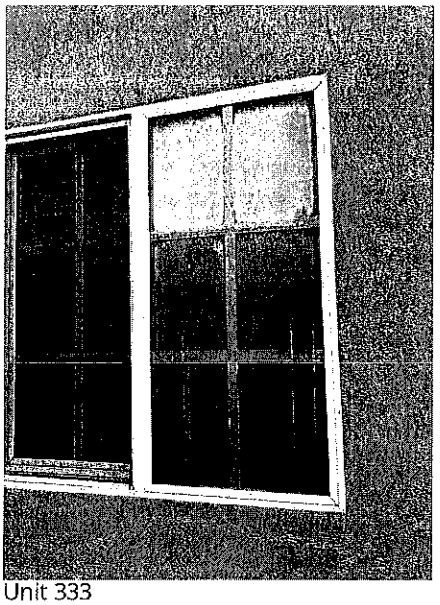

3.10.1 FENESTRATION: WINDOWS

Repair/Recommendation Deficiencies

FAILED LOW-E

ONE WINDOW

Damaged Low-E glazing was observed at windows. This can be caused by exposure to the sun (excessive heat) or a manufacturing flaw. Replacement of the insulated unit is needed to restore visibility. We recommend replacement by a licensed window contractor.



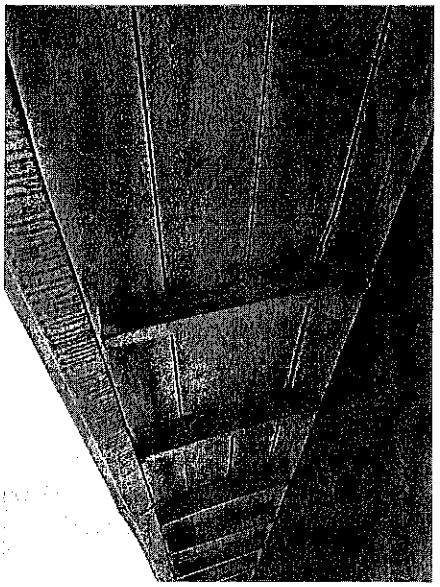
Unit 333

3.11.1 EAVES, SOFFITS AND FASCIAS

Maintenance Deficiencies

PAINT REQUIRED

The exposed eave, soffit, or fascias needs primer and paint. We recommend prep and painting by a licensed paint contractor.



4: STRUCTURAL FRAME AND COMPONENTS

Information

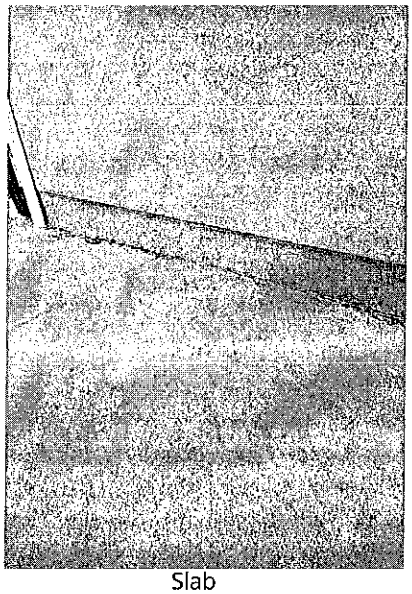
General: PHOTOS OF SUBSTRUCTURE & SUPERSTRUCTURE

General: TYPE(S) OF FOUNDATION
POURED CONCRETE

General: FOUNDATION BOLTS
NOT OBSERVABLE*

General: 1ST LEVEL FLOOR STRUCTURE
SLAB

General: WALL STRUCTURE
WOOD STUDS


Slab

General: ROOF STRUCTURE
NOT VISIBLE

General: METHOD USED TO OBSERVE ATTIC
INACCESSIBLE

General: ATTIC ACCESS INFO
INACCESSIBLE

General: LOT TYPE
FLAT (Less than 15 deg.)

STRUCTURE & WALLS: STRUCTURE - Inspected

At the time of the inspection, the Inspector observed no deficiencies in the condition of the building's structure. The property condition assessment and walk through survey does not include evaluation of structural components hidden behind floor, wall, or ceiling coverings, such as anchor bolts, shear walls, and seismic hardware. In the absence, of any major defects, the inspector may not recommend that you consult with a foundation contractor, structural engineer, or geologist, but this should not deter you from seeking the opinion of any such expert. Our inspection of foundations conforms to CCPIA standards which is that of a generalist and not a specialist, and we do not use any specialized instruments to determine if the floors are level. Floors are rarely perfectly level and it is generally agreed that a slope of one inch or less in twenty feet is commonplace and a difference that is usually observable. If you suspect that your floors are out of level or if you want to determine if they are, you can employ a specialist to conduct a manometer survey.

SLAB (Observable Evidence of Structural Defects - Concrete Floors): Concrete Slab On Grade - Not Visible

Each building was constructed on a concrete slab on grade foundation. Due to floor coverings throughout the building, the slab was not visible. The inspector observed no deficiencies.
Expected Useful Life: 80
Remaining Useful Life: 13

SLAB (Observable Evidence of Structural Defects - Concrete Floors): Slab - Info - Old

Cracking is very common in concrete slabs. General inspectors do not lift flooring materials and therefore cannot describe the condition of the slab without additional evidence of structural defects. You may find cracks in the slab when flooring materials are replaced. Most slab cracking is not structurally significant unless ground movement is the cause. It would be rare to find a slab foundation that did not include some cracks concealed beneath the flooring material. Older structures are more likely to have some cracking due to their age and the standards in effect at the time of construction. The inspector may not be able to determine the presence of any cracking. The only way to do this would be to lift all of the flooring material which is certainly outside the scope of a generalist inspection or to have a manometer survey performed by a qualified specialist. Simply because we do not report any evidence of cracking should not deter you from consulting with a foundation contractor, structural engineer, or geologist. It is the client's responsibility to arrange for the lifting of the flooring, or additional evaluation by a licensed structural engineer if the client has concerns about the adequacy or integrity of the structure.

Limitations

FOUNDATION BOLTS (Foundation bolts present)

NOT VISIBLE

Foundation anchor bolts were not observable due to finished wall material.

ROOF STRUCTURE AND ATTIC

ATTIC INACCESSIBLE

Due to the configuration of the roof, the attic could not be inspected.

5: HEATING, VENTILATION AND AIR CONDITIONING

Information

General: SYSTEM TYPE
UNKNOWN

General: NUMBER OF SYSTEMS
FOUR

General: ENERGY SOURCE
NATURAL GAS

General: AGE OF EQUIPMENT
COULD NOT DETERMINE

General: GENERAL CONDITION
UNKNOWN

WALL HEATER: Wall Heater(s) - Not Inspected

The property appeared to have gas wall heaters provided to each unit. However, due to a lack of interior access, wall heaters were not inspected.

6: PLUMBING SYSTEM / RESTROOMS

Information

General: WATER SOURCE
PUBLIC

General: PLUMBING DISTRIBUTION (Observable Only)
COPPER, PARTIALLY VISIBLE

General: GAS DISTRIBUTION
IRON PIPE

General: PLUMBING WASTE
CAST IRON, AGED

General: WATER HEATER POWER SOURCE
NATURAL GAS

General: CAPACITY
30 GAL (SMALL), FOUR UNITS

General: WATER HEATER YEAR MANUFACTURED
2011*, 2020, 2022, 2024

INTERIOR DRAIN, WASTE AND VENT SYSTEMS: Typical Waste Piping - Photo(s)



INTERIOR DRAIN, WASTE AND VENT SYSTEMS: CAST IRON WASTE & VENT PIPING - Information & Scope

The drain lines are older cast iron lines. Most of the cast iron drain, waste, and vent system was not observable. These lines rust from the inside and fail. The average life of cast iron drains is 60-75 years. This building has the original cast iron drain lines, so repairs and/or replacement are likely. We advise having a video/sewer scope inspection by The Real Estate Inspection Company. This is especially important to determine the inside condition of the main drain line between the building and the street. The actual life remaining and cost to replace can only be determined by a licensed plumber.
Expected Useful Life: 60-75 years
Remaining Useful Life: 5-8 years



WATER SUPPLY AND DISTRIBUTION SYSTEM: Distribution Piping - Copper

Domestic water piping appeared to be copper where visible. Copper piping appeared to be in good condition. Replacement was not anticipated within the evaluation period.
Expected Useful Life: 50+ years
Remaining Useful Life: 10 years



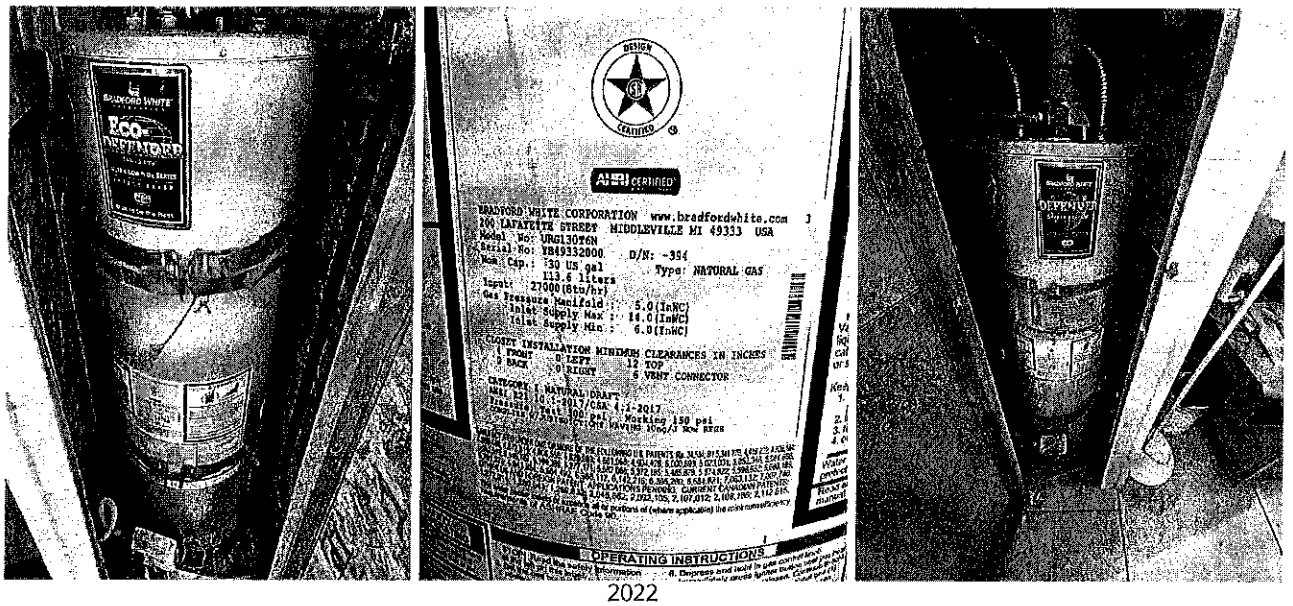
WATER HEATER(S), FLUES AND VENTS: Water Heater - Inspected

EXTERIOR CLOSETS (Each Unit)

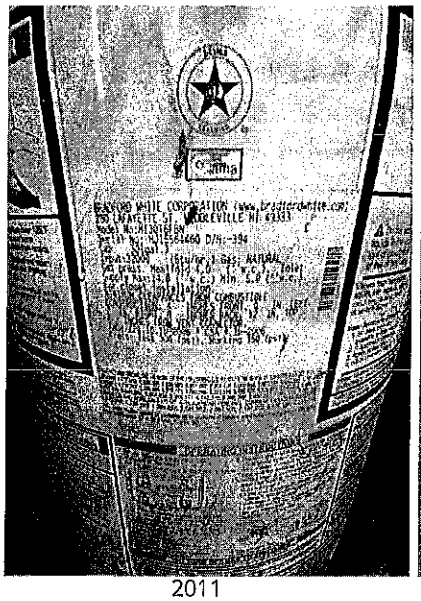
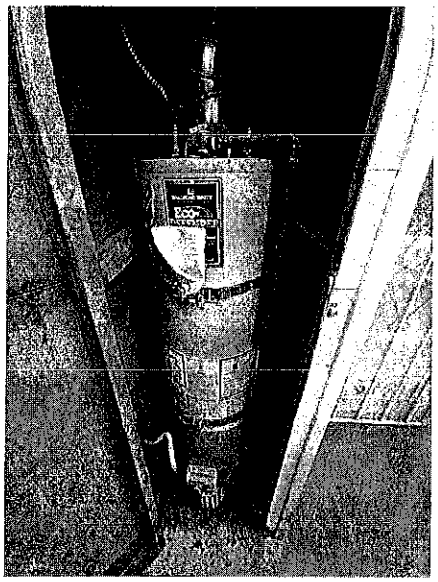
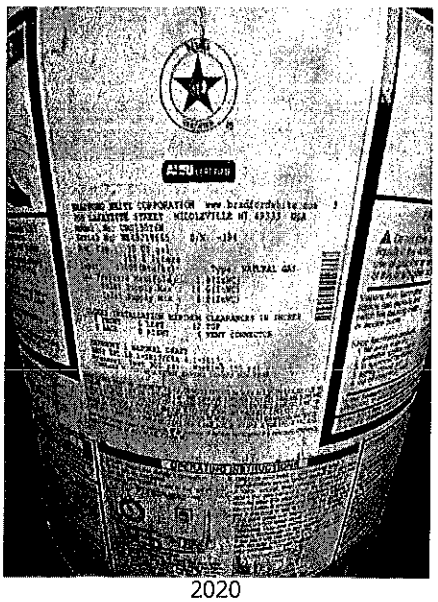
The property had four natural gas water heaters were inspected and were operational at the time of inspection. This inspection does not evaluate the efficiency or recovery rate of water heaters. Notable exceptions will be listed in the defect summary below.

Expected Useful Life: 12 years

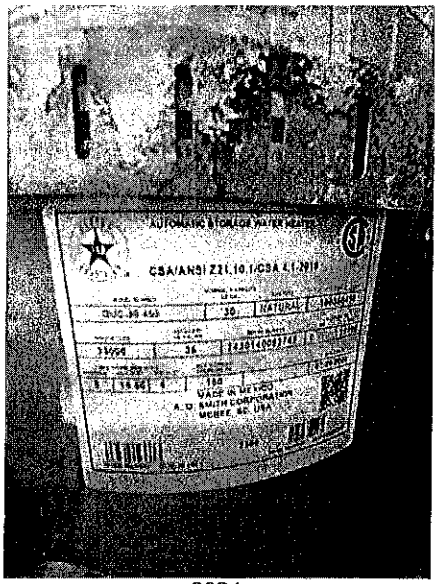
Remaining Useful Life: 5-7 years (3 of 4 units)



2022

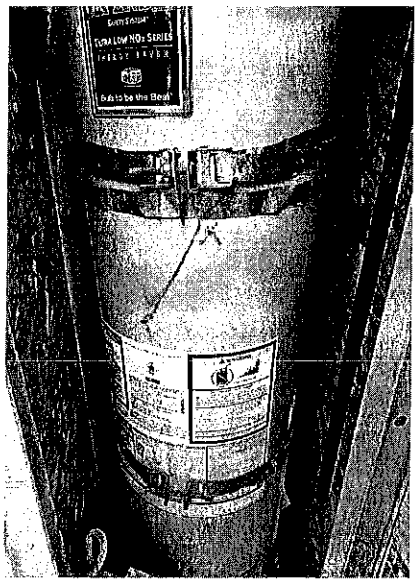
2011 2020

2024

WATER HEATER STRAPPING, BRACING AND PLATFORM: Straps - Present

The water heater was adequately strapped and blocked against movement.



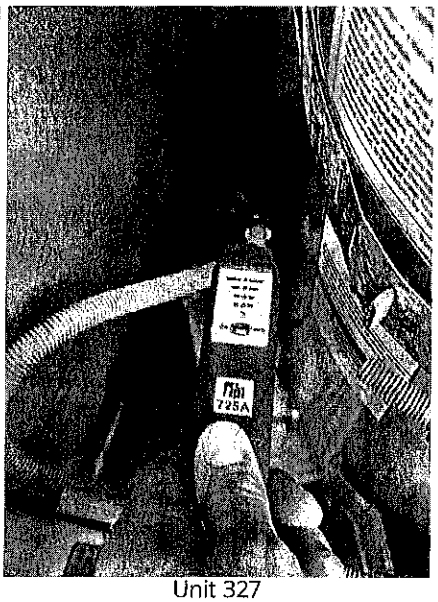
GAS STORAGE AND DISTRIBUTION SYSTEMS: Gas Distribution - Inspected

The gas distribution piping to each building was iron pipe. Due to the limited conditions, only a limited observation of the buildings' gas distribution piping could be achieved. During the inspection, a gas leak test was performed using a hand-held combustible gas leak detector. Readily accessible gas fittings/appliances were tested. No gas leaks were observed. Note: This is not a guarantee against leaks.



Unit 333





Unit 327

Limitations

BACKFLOW PREVENTERS

NO BACKFLOW FOUND

The inspector was unable to locate a backflow preventer for the main water supply.

Repair or replace

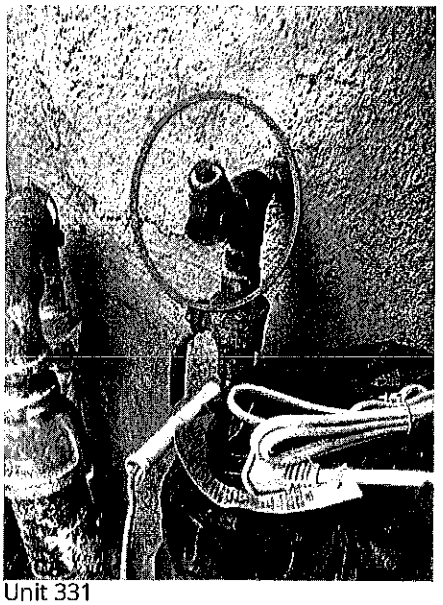
6.4.1 HOSE SPIGOT

Maintenance Deficiencies

SPIGOT - DAMAGED

UNIT 331

Hose spigot and handle was damaged.



Unit 331

6.5.1 WATER SUPPLY AND DISTRIBUTION SYSTEM

Repair Recommendation Deficiencies

1/2" MAIN -WATER HEATERS

4 WATER HEATERS

The water supply pipes above each water heater were half-inch copper. This was acceptable years ago. This is considered small for a water heater supply pipe and may not provide satisfactory water flow to the building. A minimum of ¾" supply is required today. We advise review with a licensed plumber for upgrading options.



6.6.1 WATER HEATER(S), FLUES AND VENTS

Major Concerns / Immediate Deficiencies

GAS WATER HEATER - END OF SERVICE LIFE

ONE OF FOUR UNITS

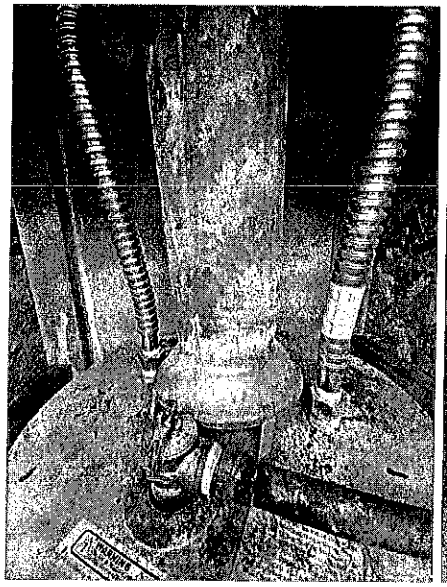
One of the four gas water heaters is an older unit (12 years+), and repairs or even failure can be expected. In addition to avoiding leaks, a new water heater can save you money through more efficient operation. We advise budgeting for replacing the water heater with a licensed plumber.

6.6.2 WATER HEATER(S), FLUES AND VENTS

Repair/Recommendation/Deficiencies

FLUE - CHANGE IN DIAMETER

The water heater flue changes in diameter (either getting bigger or smaller) which is not allowed unless the flue is combined with the flue of a furnace.





6.6.3 WATER HEATER(S), FLUES AND VENTS

Repair/Recommendation/Deficiencies

FLUE CLEARANCE - DOUBLE WALL

Insufficient clearance at water heater flue. With a double wall flue, a 1-inch clearance must be maintained between flue and combustible materials. We recommend correction by a qualified licensed contractor.

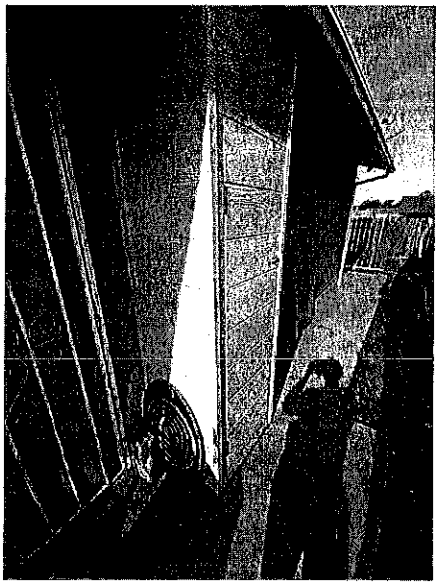


6.6.4 WATER HEATER(S), FLUES AND VENTS

Repair/Recommendation Deficiencies

WH - FRESH AIR

There is a lack of fresh combustion air at the water heater closet. This can cause back-drafting due to the flame sucking air down the flue. This can allow poisonous Carbon Monoxide gas to enter the living space. We recommend that proper ventilation be installed by a licensed plumber or qualified licensed contractor.

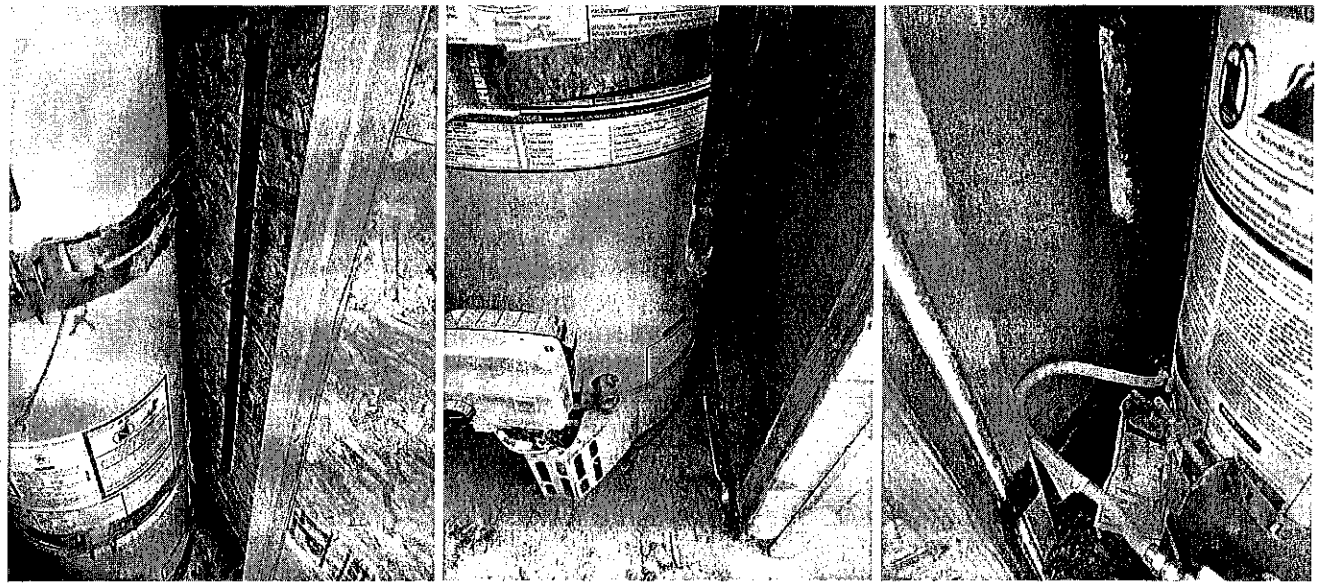


6.7.1 TEMPERATURE AND PRESSURE RELIEF (TPR) VALVE

Repair/Recommendation Deficiencies

T&P DRAINLINE - SHORT

The discharge pipe at the water heater is too short. The T&P (Temperature and Pressure) valve on water heater requires a 3/4 rigid pipe to extend within 6 inches of floor, or to the exterior for safety. (PVC is not approved for hot water use). Check local building code for proper installing requirements.

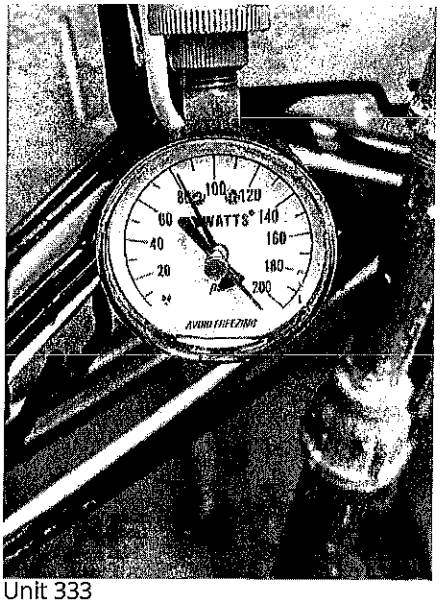


6.9.1 WATER PRESSURE AND REGULATOR

Major Concerns / Immediate Deficiencies

HIGH WATER PRESSURE

High water pressure noted. This can cause water lines, faucets and water supplied appliances to fail and leak. We advise having a licensed plumber repair or install a new pressure regulator, to allow a PSI range of 50-70.



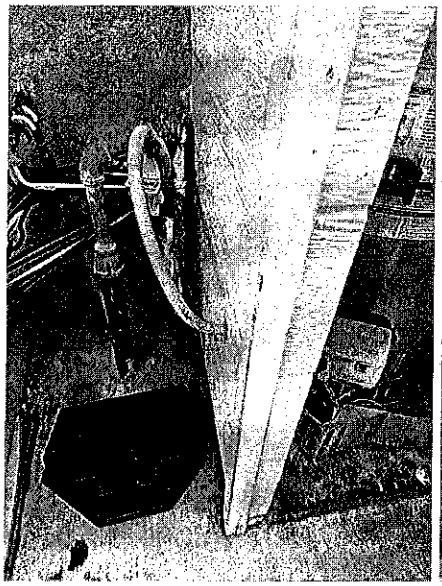
Unit 333

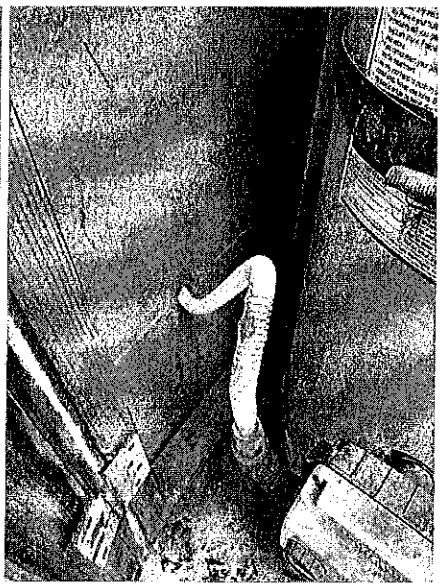
6.10.1 GAS STORAGE AND DISTRIBUTION SYSTEMS

Repair / Recommendation / Deficiencies

GAS FLEX THROUGH WALL

The gas flex line extends through a wall. The gas flex line and gas shut-off valve must be in the same room as the appliance. This may require an extension of the hard cast iron gas line.





6.10.2 GAS STORAGE AND DISTRIBUTION SYSTEMS

Major Concerns / Immediate Deficiencies

GAS ODOR

1 OF 4 UNITS

Odor of gas noted. The area tested positive for a gas leak. We advise necessary corrections by a licensed plumber for safety.



7: BUILDING ELECTRICAL SYSTEMS

Information

General: ELECTRICAL SERVICE CONDUCTORS
OVERHEAD SERVICE, 220 VOLTS

General: MAIN PANEL CAPACITY / SERVICE SIZE
30 AMP, LESS THAN 100 AMP*

General: PANEL TYPE / POWER TYPE
CIRCUIT BREAKERS, Single-phase Power

General: ELECTRICAL PANEL MANUFACTURER
UNKNOWN

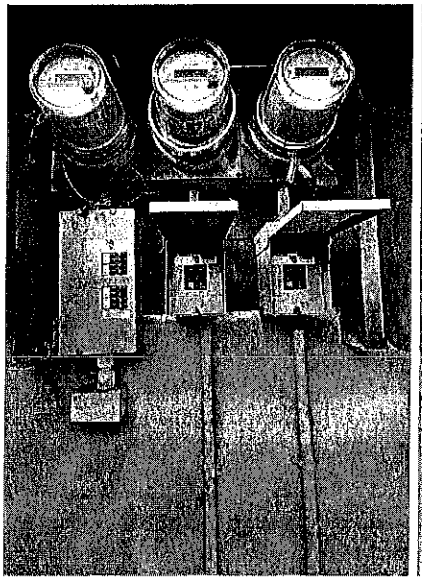
General: BRANCH WIRE 15 and 20 AMP
COPPER

General: WIRING METHODS
ROMEX

General: EXTERIOR LIGHTING CONTROL
STANDARD SWITCHED

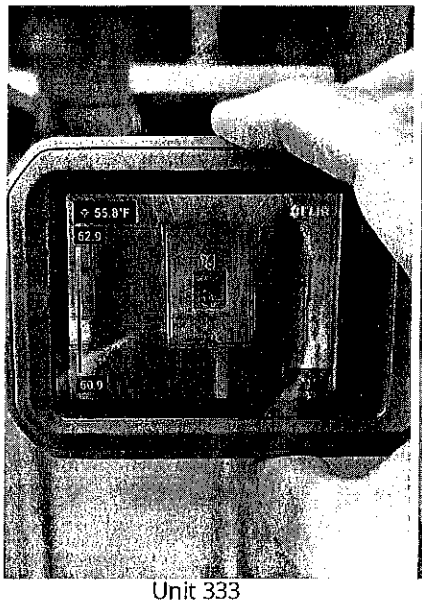
MAIN AND DISTRIBUTION PANELS: Electrical Panel(s) - Inspected

Electrical panels are visually inspected only; the inspector does not perform load calculations to determine service capacity or adequacy. Notable exceptions will be listed in the defect summary below.
Expected Useful Life: 30-50 years
Remaining Useful Life: 20-30 years

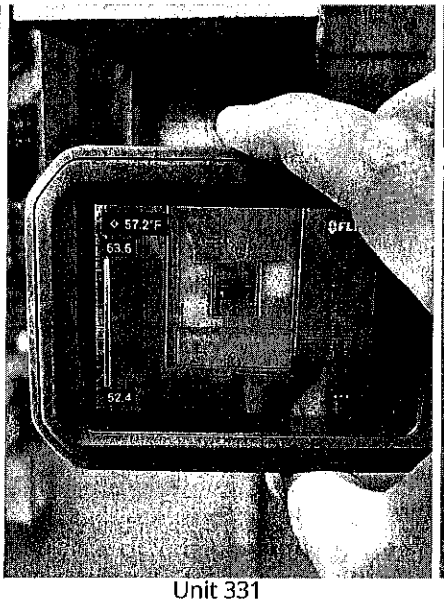



MAIN AND DISTRIBUTION PANELS: Infrared Thermography - Breakers Normal

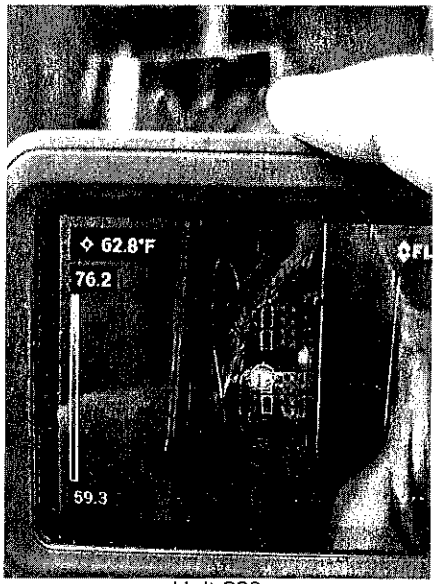
A thermal scan was performed on the electrical panel(s). The panel, circuit breakers, and wiring were found to be operating within normal temperature range which indicates the system was functioning as intended with the conditions present at the time of inspection.



Unit 333



Unit 331



Unit 329



Unit 327

MAIN AND DISTRIBUTION PANELS: Single-Phase Power

This property has single-phase power.

OVERHEAD SERVICE DROP/LATERAL : Overhead service - Inspected

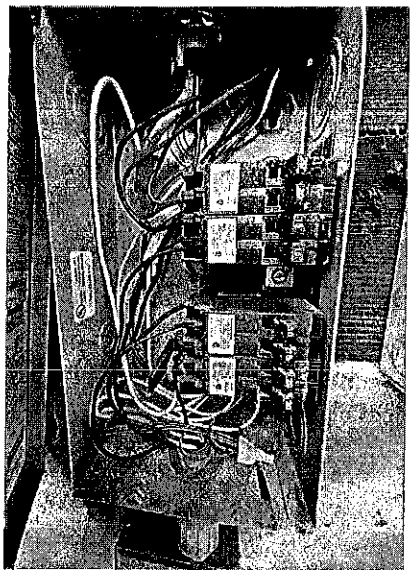
At the time of the inspection, the Inspector observed no deficiencies in the condition of the service drop. Components inspected include the service conductors, splice, drip loop, and point of attachment to the building.



OVERCURRENT DEVICES (Circuit Breakers, Fuses) AND COMPATIBILITY OF THEIR AMPERAGE AND VOLTAGE: Panel - Inspected

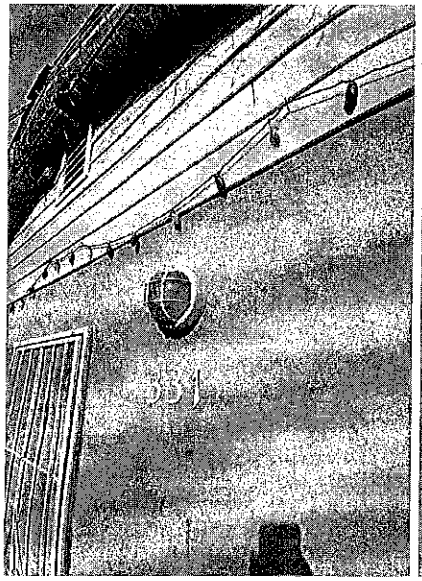
Electrical panels are visually inspected only, the inspector does not perform a load calculation to determine service capacity adequacy. Breakers are visually inspected only. The inspector does not perform any electrical stress tests on the system to determine if a breaker trips properly, including AFCI and GFCI breakers (consult an electrician for further evaluation, if this is a concern)

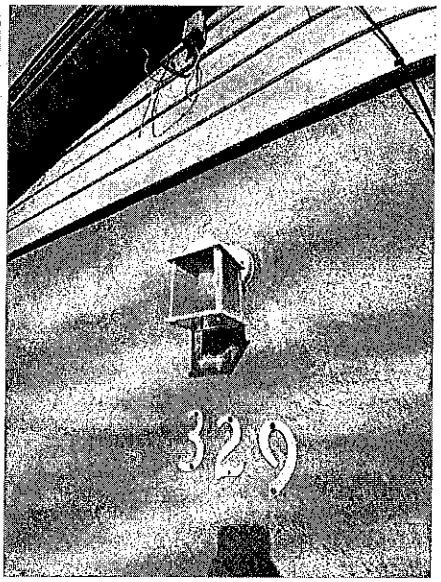
BRANCH CIRCUIT CONDUCTORS:
Typical Branch Wiring - Photo(s)



EXTERIOR LIGHTING - (Building, Parking and Landscape Lights): Exterior Building Lights - Inspected

Switch-operated exterior lights were tested and were functional at the time of the inspection.





Limitations

MAIN AND DISTRIBUTION PANELS

SUB-PANELS - NOT INSPECTED

The sub-panels were not located at the time of the inspection. Sub-panels at the interior could not be inspected due to lack of access. The sub-panel and related components could not be inspected.

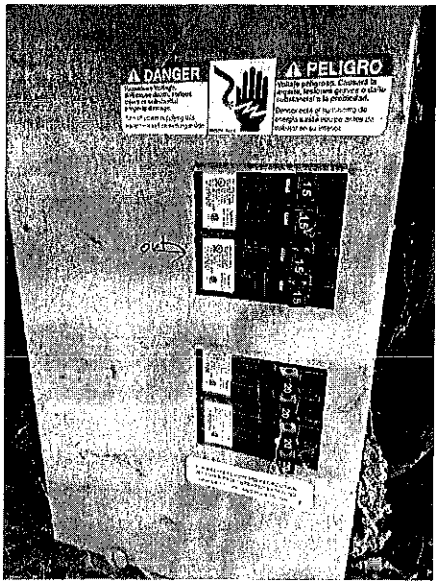
Repair or replace

7.2.1 MAIN AND DISTRIBUTION PANELS

Maintenance Deficiencies

LABELS - NONE

The breakers are not labeled. We recommend properly labeling the breakers for safety.

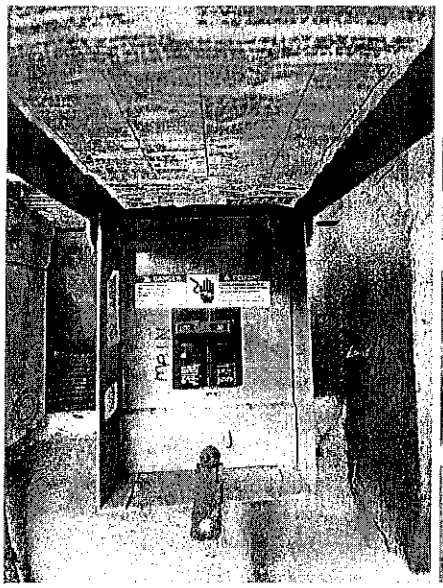


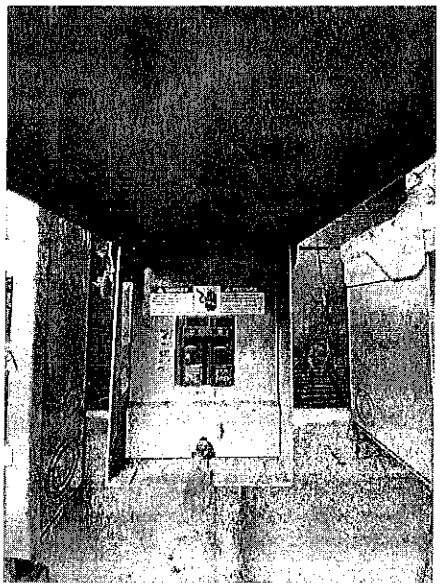
7.2.2 MAIN AND DISTRIBUTION PANELS

Repair/Recommendation Deficiencies

UNDER 100 AMP SERVICE

The electric service for each building is less than 100 AMP which is the minimum required for modern buildings. If you intend to use a lot of appliances or electronic equipment that will draw substantial electricity (such as a spa, big screen TV, computers, washer/dryer, etc) you may wish to have the main panel upgraded to a 100 AMP (minimum) panel by a licensed electrician.





7.2.3 MAIN AND DISTRIBUTION PANELS

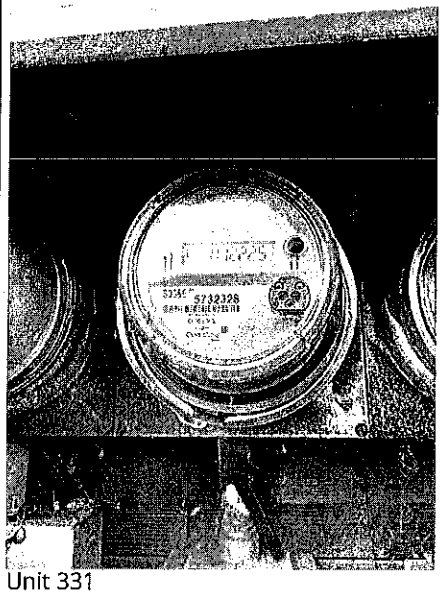
Repair/Recommendation Defer/Upgrade

TAMPER TAG- MISSING

The tamper tag was missing from 2 main electrical meters. Unit 329 and Unit 331 were missing these tags. We advise further review with SDG&E.



Unit 329



Unit 331

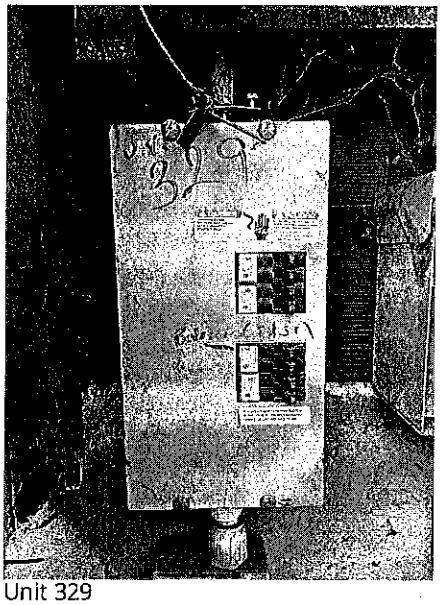
7.5.1 OVERCURRENT DEVICES (Circuit Breakers, Fuses) AND COMPATIBILITY OF THEIR AMPERAGE AND VOLTAGE

Repair/Recommendation Defer/Upgrade

SIX OR MORE BREAKERS

UNIT 329 & 327

When six or more breakers are located in the main panels for 2 of the 4 units, a main disconnect must be installed to comply with current electrical standards and regulations.



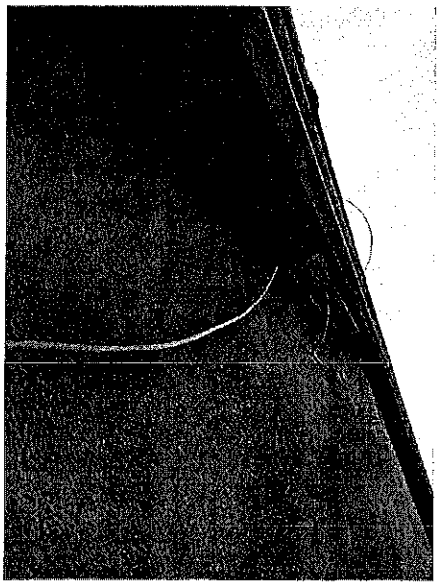
Unit 329

7.6.1 BRANCH CIRCUIT CONDUCTORS

Repair/Recommendation Deficiencies

EXTENSION CORDS

Extension cords are being used as permanent wiring. Extension cords are considered temporary. We advise removing the extension cords and replacing with proper wiring by a licensed electrician.



7.7.1 JUNCTION BOXES (Observable)

Repair/Recommendation Deficiencies

OPEN JUNCTION BOX

UNIT 327

Open junction box noted. Whenever wires are joined together the junction box must have a cover for safety. We advise installing an approved cover plate for safety.



Unit 327

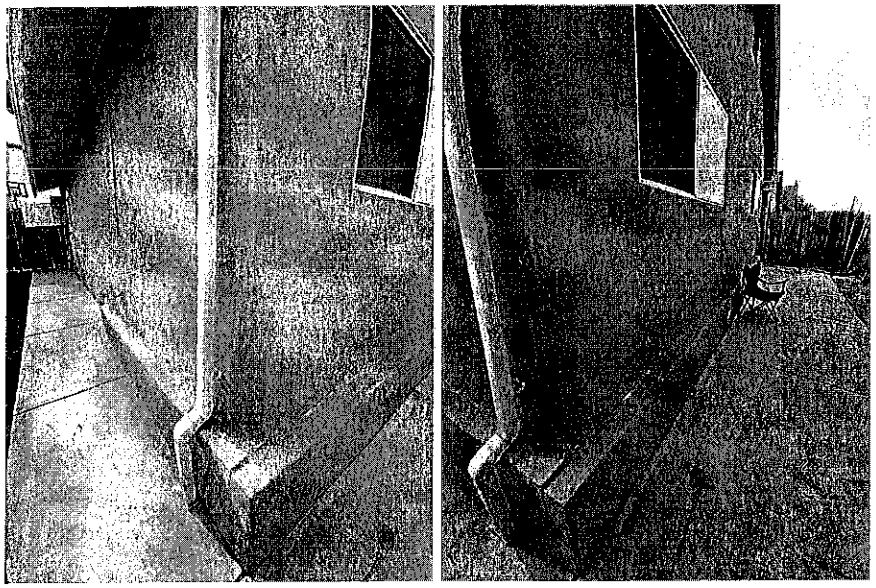
7.9.1 POLARITY AND GROUNDING OF RECEPTACLES

Safety Recommendation/Deficiency

RECEPTACLES - NONE OUTSIDE

3 OF 4 BUILDINGS

The inspector did not find any outside outlets. We recommend having outlets installed at the exterior of the building.



8: FIRE/ LIFE SAFETY PROTECTION

Information

FIRE SPRINKLER SYSTEM / TYPE
None Present

FIRE ALARM SYSTEM
None Present

SMOKE DETECTORS: No Interior Access

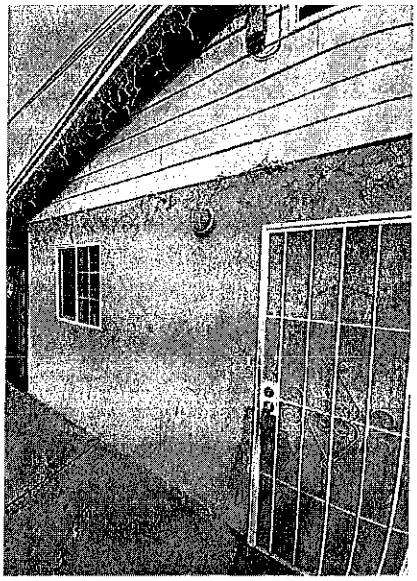
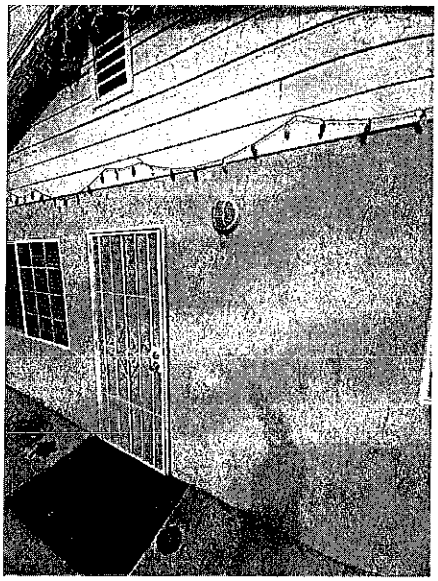
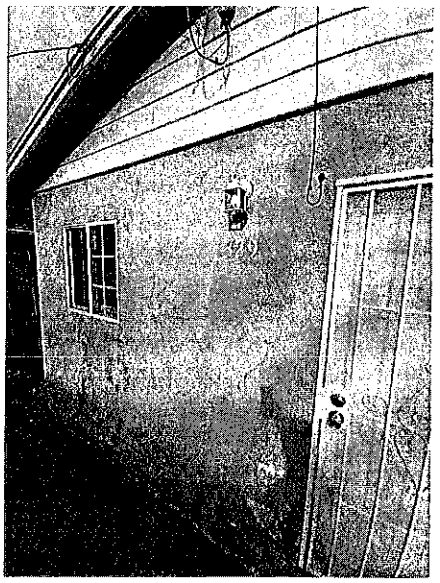
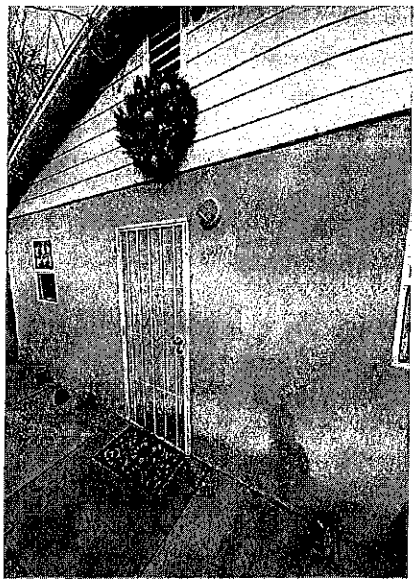
The inspector did not have access to the interiors. The presence of smoke detectors and their condition could not be determined.

CARBON MONOXIDE DETECTOR(S): No Interior Access

The inspector did not have access to the interiors. The presence of carbon monoxide detectors and their condition could not be determined.

SAFETY SIGNAGE: Address - Visible From Street

The building's address or street number was visible from the street, with numbers in contrast to their background.

Limitations

FIRE HYDRANT(S)

NO FIRE HYDRANT PRESENT

No fire hydrant near the property was present.

Repair or replace

8.3.1 FIRE SPRINKLERS/CONTROL

FIRE SPRINKLER SYSTEM - NOT PRESENT

Repair/Recommendation Deficiencies

No fire sprinkler system was present.

8.4.1 FIRE EXTINGUISHER(S)

Repair/Recommendation Deficiencies

NO FIRE EXTINGUISHERS

Fire extinguishers are required to be located throughout the building and employees must receive recurring training on the proper use of the fire extinguisher. Every fire extinguisher must be placed in a visible and easy-to-reach location with the label facing out. They should be installed along hallways, in meeting rooms, near exit doors, and in other common locations. Where visibility is obstructed, visual aids must be provided. Extinguishers for a building's Class A fire hazards must be placed such that the travel distance to a fire extinguisher is no more than 75 feet at any given location.

8.7.1 FIRE ALARM SYSTEM

Repair/Recommendation Deficiencies

NO FIRE ALARM SYSTEM

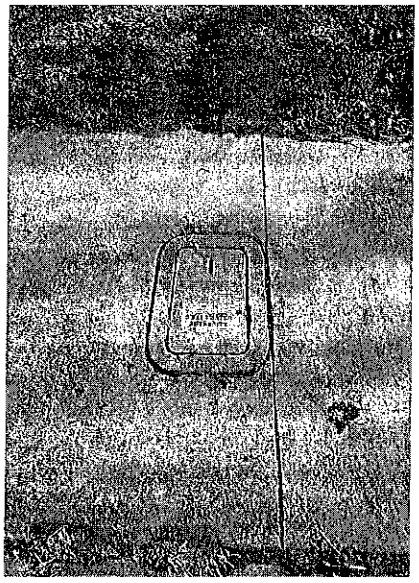
No fire alarm system was present in the building.

9: UTILITY ENTRANCES

Information

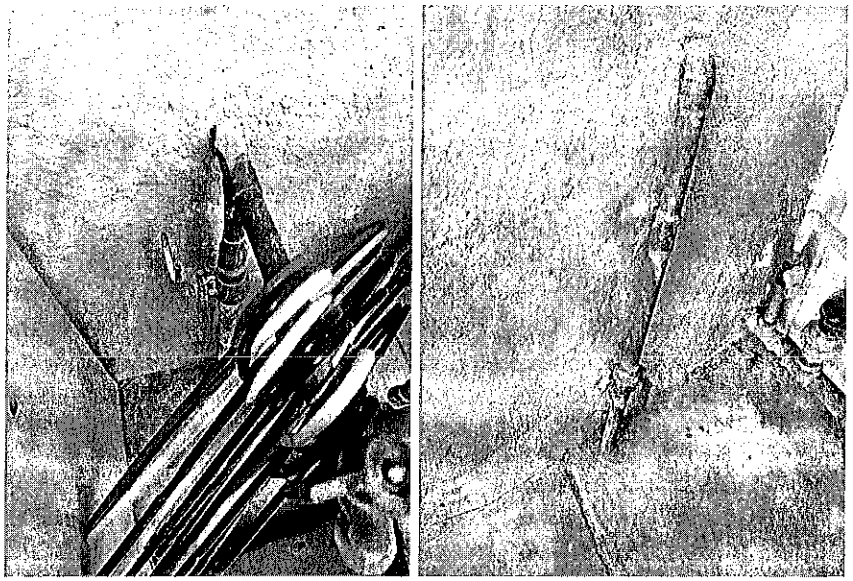
MAIN WATER SHUT-OFF DEVICE: Location - Front

The main water shut-off valve is located at the front exterior wall of the building.



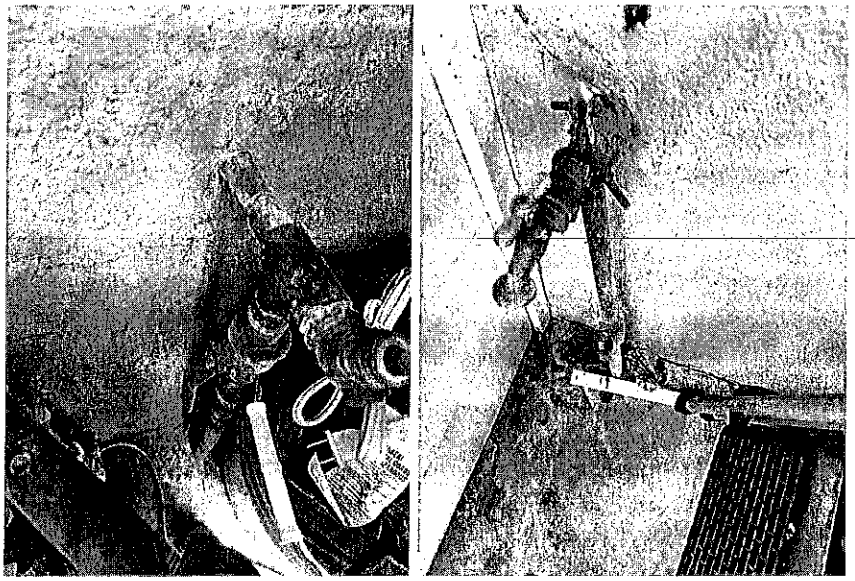
MAIN WATER SHUT-OFF DEVICE: Location - Left

The main water shut valve is located at the left side exterior of building.



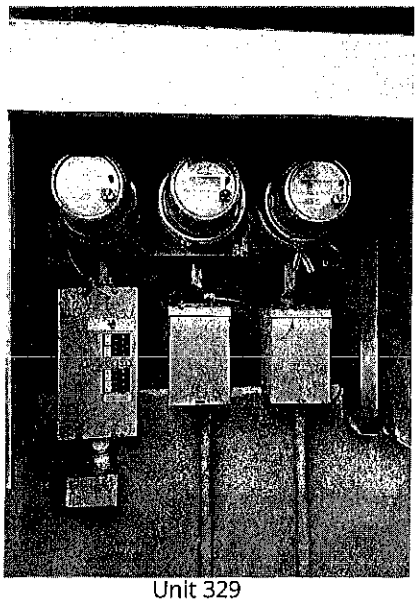
MAIN WATER SHUT-OFF DEVICE: Location - Right

The main water shut-off valve is located at the right exterior of the building.



MAIN PANEL AND DISTRIBUTION PANELS: Main - Right

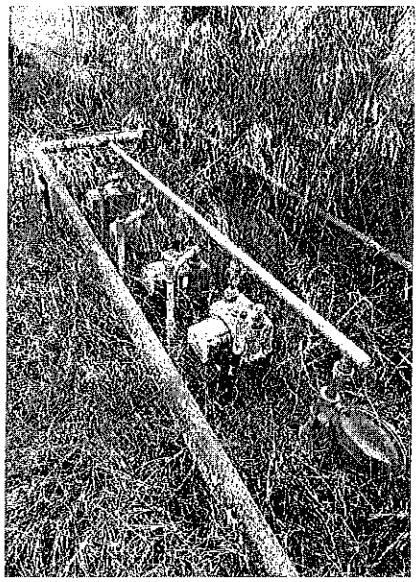
The main Electrical panel is located at the right exterior side of the building (facing front).



Unit 329

MAIN GAS SHUT OFF VALVE: Gas Shut Off - Front

The main gas shut-off valve is located at the gas meter at the front of the building.



STANDARDS OF PRACTICE

INSPECTION DETAILS
Limitations, Exceptions, and Exclusions

Limitations:

I. An inspection is not technically exhaustive.
II. An inspection will not identify concealed or latent defects.
III. An inspection will not deal with aesthetic concerns or what could be deemed matters of taste, cosmetic defects, etc.
IV. An inspection will not determine the suitability of the property for any use.
V. An inspection does not determine the market value of the property, or its marketability.
VI. An inspection does not determine the insurability of the property.
VII. An inspection does not determine the advisability or inadvisability of the purchase of the inspected property.
VIII. An inspection does not determine the life expectancy of the property, or any components or systems therein.
IX. An inspection does not include items not permanently installed.
X. These Standards of Practice apply only to commercial properties.

Exclusions:

I. The inspector is not required to determine:

A. property boundary lines or encroachments.
B. the condition of any component or system that is not readily accessible.
C. the service-life expectancy of any component or system.
D. the size, capacity, BTU, performance or efficiency of any component or system.
E. the cause or reason of any condition.
F. the cause of the need for repair or replacement of any system or component.
G. future conditions.
H. the compliance with codes or regulations.
I. the presence of evidence of rodents, birds, bats, animals, insects, or other pests.
J. the presence of mold, mildew, fungus or toxic drywall.
K. the presence of airborne hazards.
L. the presence of birds.
M. the presence of other flora or fauna.
N. the air quality.
O. the presence of asbestos.
P. the presence of environmental hazards.
Q. the presence of electromagnetic fields.
R. the presence of hazardous materials including, but not limited to, the presence of lead in paint.
S. any hazardous-waste conditions.
T. any manufacturers' recalls, or conformance with manufacturers' installations, or any information included for consumer-protection purposes.
U. operating costs of systems.
V. replacement or repair cost estimates.
W. the acoustical properties of any systems.
X. estimates of the cost of operating any given system.
Y. resistance to wind, hurricanes, tornadoes, earthquakes or seismic activities.
Z. geological conditions or soil stability.
AA. compliance with the Americans with Disabilities Act.
II. The inspector is not required to operate:

A. any system that is shut down.
B. any system that does not function properly.
C. or evaluate low-voltage electrical systems, such as, but not limited to:
phone lines;
cable lines;
antennae;
lights; or
remote controls.
D. any system that does not turn on with the use of normal operating controls.
E. any shut off-valves or manual stop valves.
F. any electrical disconnect or over-current protection devices.
G. any alarm systems.

H. moisture meters, gas detectors or similar equipment.
I. sprinkler or fire-suppression systems.
III. The inspector is not required to:

A. move any personal items or other obstructions, such as, but not limited to:

1. throw rugs;
2. furniture;
3. floor or wall coverings;
4. ceiling tiles;
5. window coverings;
6. equipment;
7. plants;
8. ice;
9. debris;
10. snow;
11. water;
12. dirt;
13. foliage; or
14. pets.

B. dismantle, open or uncover any system or component.
C. enter or access any area that may, in the opinion of the inspector, be unsafe.
D. enter crawlspaces or other areas that are unsafe or not readily accessible.
E. inspect or determine the presence of underground items, such as, but not limited to, underground storage tanks, whether abandoned or actively used.
F. do anything which, in the inspector's opinion, is likely to be unsafe or dangerous to the inspector or others, or may damage property, such as, but not limited to, walking on roof surfaces, climbing ladders, entering attic spaces, or interacting with pets or livestock.
G. inspect decorative items.
H. inspect common elements or areas in multi-unit housing.
I. inspect intercoms, speaker systems, radio-controlled, security devices, or lawn-irrigation systems.
J. offer guarantees or warranties.
K. offer or perform any engineering services.
L. offer or perform any trade or professional service other than commercial property inspection.
M. research the history of the property, or report on its potential for alteration, modification, extendibility or suitability for a specific or proposed use for occupancy.
N. determine the age of construction or installation of any system, structure or component of a building, or differentiate between original construction and subsequent additions, improvements, renovations or replacements thereto.
O. determine the insurability of a property.
P. perform or offer Phase 1 environmental audits.
Q. inspect or report on any system or component that is not included in these Standards.

ROOFING SYSTEM
Roof
I. The inspector should inspect from ground level, eaves, or rooftop (if a rooftop access door exists):

A. the roof covering;
B. for the presence of exposed membrane;
C. slopes;
D. for evidence of significant ponding;
E. the gutters;
F. the downspouts;
G. the vents, flashings, skylights, chimney and other roof penetrations;
H. the general structure of the roof from the readily accessible panels, doors or stairs; and
I. for the need for repairs.

II. The inspector is not required to:

A. walk on any pitched roof surface.
B. predict service-life expectancy.
C. inspect underground downspout diverter drainage pipes.
D. remove snow, ice, debris or other conditions that prohibit the observation of the roof surfaces.
E. move insulation.
F. inspect antennae, lightning arresters, de-icing equipment or similar attachments.
G. walk on any roof areas that appear, in the opinion of the inspector, to be unsafe.
H. walk on any roof areas if it might, in the opinion of the inspector, cause damage.
I. perform a water test.
J. warrant or certify the roof.
K. walk on any roofs that lack rooftop access doors.

Note: The required observations that pertain to the roof are not extensive and are only related to its visually exposed aspects and permanently-installed and readily-accessible components. Invasive testing to predict remaining useful life, or certifying or warranting the roof is not required by the inspector.

BUILDING ENVELOPE AND SITE IMPROVEMENTS
Exterior

I. The inspector should inspect:

A. the siding, flashing and trim;
B. all exterior doors, decks, stoops, steps, stairs, porches, railings, eaves, soffits and fasciae;
C. and report as in need of repair any safety issues regarding intermediate balusters, spindles or rails for steps, stairways, balconies and railings;
D. a representative number of windows;
E. the vegetation, surface drainage, and retaining walls when these are likely to adversely affect the structure;
F. the exterior for accessibility barriers;
G. the storm water drainage system;
H. the general topography;
I. the parking areas;
J. the sidewalks;
K. exterior lighting;
L. the landscaping;
M. and determine that a 3-foot clear space exists around the circumference of fire hydrants;
N. and describe the exterior wall covering.

II. The inspector is not required to:

A. inspect or operate screens, storm windows, shutters, awnings, fences, outbuildings or exterior accent lighting.
B. inspect items, including window and door flashings, that are not visible or readily accessible from the ground.
C. inspect geological, geotechnical, hydrological or soil conditions.
D. inspect recreational facilities.
E. inspect seawalls, breakwalls or docks.
F. inspect erosion-control or earth-stabilization measures.
G. inspect for proof of safety-type glass.
H. determine the integrity of thermal window seals or damaged glass.
I. inspect underground utilities.
J. inspect underground items.
K. inspect wells or springs.
L. inspect solar systems.
M. inspect swimming pools or spas.
N. inspect septic systems or cesspools.
O. inspect playground equipment.
P. inspect sprinkler systems.
Q. inspect drainfields or dry wells.
R. inspect manhole covers.
S. operate or evaluate remote-control devices, or test door or gate operators.

STRUCTURAL FRAME AND COMPONENTS
Foundation and Crawlspace

I. The inspector should inspect:

A. the basement;
B. the foundation;
C. the crawlspace;
D. the visible structural components;
E. and report on the location of under-floor access openings;
F. and report any present conditions or clear indications of active water penetration observed by the inspector;
G. for wood in contact with or near soil;
H. and report any general indications of foundation movement that are observed by the inspector, such as, but not limited to: sheetrock cracks, brick cracks, out-of-square door frames, or floor slopes;
I. and report on any cutting, notching or boring of framing members that may present a structural or safety concern.

II. The inspector is not required to:

A. enter any crawlspaces that are not readily accessible, or where entry could cause damage or pose a hazard to the inspector.
B. move stored items or debris.
C. operate sump pumps.
D. identify size, spacing, span or location, or determine the adequacy of foundation bolting, bracing, joists, joist spans or support systems.
E. perform or provide any engineering or architectural service.
F. report on the adequacy of any structural system or component.

HEATING, VENTILATION AND AIR CONDITIONING
6.5.5 Heating and Ventilation

I. The inspector should inspect:

A. multiple gas meter installations, such as a building with multiple tenant spaces, and verify that each meter is clearly and permanently identified with the respective space supplied;
B. the heating systems using normal operating controls, and describe the energy source and heating method;
C. and report as in need of repair heating systems that do not operate;
D. and report if the heating systems are deemed inaccessible;
E. and verify that a permanent means of access, with permanent ladders and/or catwalks, are present for equipment and appliances on roofs higher than 16 feet;
F. and verify the presence of level service platforms for appliances on roofs with a slope of 25% or greater;
G. and verify that luminaire and receptacle outlets are provided at or near the appliance;
H. and verify that the system piping appears to be sloped to permit the system to be drained;
I. for connectors, tubing and piping that might be installed in a way that exposes them to physical damage;
J. wood framing with cutting, notching or boring that might cause a structural or safety issue;
K. pipe penetrations in concrete and masonry building elements to verify that they are sleeved;
L. exposed gas piping for identification by a yellow label marked "Gas" in black letters occurring at intervals of 5 feet or less;
M. and determine if any appliances or equipment with ignition sources are located in public, private, repair or parking garages or fuel-dispensing facilities;
N. and verify that fuel-fired appliances are not located in or obtain combustion air from sleeping rooms, bathrooms, storage closets or surgical rooms;
O. for the presence of exhaust systems in occupied areas where there is a likelihood of excess heat, odors, fumes, spray, gas, noxious gases or smoke;
P. and verify that outdoor air-intake openings are located at least 10 feet away from any hazardous or noxious contaminant sources, such as vents, chimneys, plumbing vents, streets, alleys, parking lots or loading docks;
Q. outdoor exhaust outlets for the likelihood that they may cause a public nuisance or fire hazard due to smoke, grease, gases, vapors or odors;
R. for the potential of flooding or evidence of past flooding that could cause mold in ductwork or plenums; and
S. condensate drains.

II. The inspector is not required to:

A. inspect or evaluate interiors of flues or chimneys, fire chambers, heat exchangers, humidifiers, dehumidifiers, electronic air filters, solar heating systems, fuel tanks, safety devices, pressure gauges, or control mechanisms.
B. determine the uniformity, temperature, flow, balance, distribution, size, capacity, BTU, or supply adequacy of the heating system.
C. light or ignite pilot flames.
D. activate heating, heat pump systems, or other heating systems when ambient temperatures or other circumstances are not conducive to safe operation or may damage the equipment.
E. over-ride electronic thermostats.
F. evaluate fuel quality.
G. verify thermostat calibration, heat anticipation or automatic setbacks, timers, programs or clocks.
H. inspect tenant-owned or tenant-maintained heating equipment.
I. determine ventilation rates.
J. perform capture and containment tests.
K. test for mold.

PLUMBING SYSTEM / RESTROOMS
Plumbing

I. The inspector should inspect:

A. and verify the presence of and identify the location of the main water shut-off valve to each building;
B. and verify the presence of a back-flow prevention device if, in the inspector's opinion, a cross-connection could occur between the water-distribution system and non-potable water or private source;
C. the water-heating equipment, including combustion air, venting, connections, energy-source supply systems, and

seismic bracing, and verify the presence or absence of temperature-/pressure-relief valves and/or Watts 210 valves;
D. and flush a representative number of toilets;
E. and water-test a representative number of sinks, tubs and showers for functional drainage;
F. and verify that hinged shower doors open outward from the shower, and have safety glass-conformance stickers or indicators;
G. the interior water supply, including a representative number of fixtures and faucets;
H. the drain, waste and vent systems, including a representative number of fixtures;
I. and describe any visible fuel-storage systems;
J. and test sump pumps with accessible floats;
K. and describe the water supply, drain, waste and main fuel shut-off valves, as well as the location of the water main and main fuel shut-off valves;
L. and determine whether the water supply is public or private;
M. the water supply by viewing the functional flow in several fixtures operated simultaneously, and report any deficiencies as in need of repair;
N. and report as in need of repair deficiencies in installation and identification of hot and cold faucets;
O. and report as in need of repair mechanical drain stops that are missing or do not operate if installed in sinks, lavatories and tubs;
P. and report as in need of repair commodes that have cracks in the ceramic material, are improperly mounted on the floor, leak, or have tank components that do not operate; and
Q. piping support.

II. The inspector is not required to:

A. determine the adequacy of the size of pipes, supplies, vents, traps or stacks.
B. ignite pilot flames.
C. determine the size, temperature, age, life expectancy or adequacy of the water heater.
D. inspect interiors of flues or chimneys, cleanouts, water-softening or filtering systems, dishwashers, interceptors, separators, sump pumps, well pumps or tanks, safety or shut-off valves, whirlpools, swimming pools, floor drains, lawn sprinkler systems or fire sprinkler systems.
E. determine the exact flow rate, volume, pressure, temperature or adequacy of the water supply.
F. verify or test anti-scald devices.
G. determine the water quality, potability or reliability of the water supply or source.
H. open sealed plumbing access panels.
I. inspect clothes washing machines or their connections.
J. operate any main, branch or fixture valve.
K. test shower pans, tub and shower surrounds, or enclosures for leakage.
L. evaluate compliance with local or state conservation or energy standards, or the proper design or sizing of any water, waste or venting components, fixtures or piping.
M. determine the effectiveness of anti-siphon, back-flow prevention or drain-stop devices.
N. determine whether there are sufficient cleanouts for effective cleaning of drains.
O. evaluate gas, liquid propane or oil-storage tanks.
P. inspect any private sewage waste-disposal system or component within such a system.
Q. inspect water-treatment systems or water filters.
R. inspect water-storage tanks, pressure pumps, ejector pumps, or bladder tanks.
S. evaluate wait time for hot water at fixtures, or perform testing of any kind on water-heater elements.
T. evaluate or determine the adequacy of combustion air.
U. test, operate, open or close safety controls, manual stop valves, or temperature- or pressure-relief valves.
V. examine ancillary systems or components, such as, but not limited to, those relating to solar water heating or hot-water circulation.
W. determine the presence or condition of polybutylene plumbing.

BUILDING ELECTRICAL SYSTEMS
Electrical

I. The inspector should inspect:

A. the service drop/lateral;
B. the meter socket enclosures;
C. the service-entrance conductors, and report on any noted deterioration of the conductor insulation or cable sheath;
D. the means for disconnecting the service main;
E. the service-entrance equipment, and report on any noted physical damage, overheating or corrosion;
F. and determine the rating of the service disconnect amperage, if labeled;
G. panelboards and over-current devices, and report on any noted physical damage, overheating, corrosion, or lack of accessibility or working space (minimum 30 inches wide, 36 inches deep, and 78 inches high in front of panel) that would hamper safe operation, maintenance or inspection;
H. and report on any unused circuit-breaker panel openings that are not filled;
I. and report on absent or poor labeling;
J. the service grounding and bonding;
K. a representative number of switches, lighting fixtures and receptacles, including receptacles observed and deemed to be AFCI-protected using the AFCI test button, where possible. Although a visual inspection, the removal of faceplates or other covers or luminaires (fixtures) to identify suspected hazards is permitted;

L. and report on any noted missing or damaged faceplates or box covers;
M. and report on any noted open junction boxes or open wiring splices;
N. and report on any noted switches and receptacles that are painted;
O. and test all ground-fault circuit interrupter (GFCI) receptacles and GFCI circuit breakers observed and deemed to be GFCIs using a GFCI tester, where possible;
P. and report the presence of solid-conductor aluminum branch-circuit wiring, if readily visible;
Q. and report on any tested GFCI receptacles in which power was not present, polarity was incorrect, the cover was not in place, the GFCI devices were not installed properly or did not operate properly, any evidence of arcing or excessive heat, or where the receptacle was not grounded or was not secured to the wall;
R. and report the absence of smoke detectors;
S. and report on the presence of flexible cords being improperly used as substitutes for the fixed wiring of a structure or running through walls, ceilings, floors, doorways, windows, or under carpets.

II. The inspector is not required to:

A. insert any tool, probe or device into the main panelboard, sub-panels, distribution panelboards, or electrical fixtures.
B. operate electrical systems that are shut down.
C. remove panelboard cabinet covers or dead fronts if they are not readily accessible.
D. operate over-current protection devices.
E. operate non-accessible smoke detectors.
F. measure or determine the amperage or voltage of the main service equipment, if not visibly labeled.
G. inspect the fire or alarm system and components.
H. inspect the ancillary wiring or remote-control devices.
I. activate any electrical systems or branch circuits that are not energized.
J. operate or reset overload devices.
K. inspect low-voltage systems, electrical de-icing tapes, swimming pool wiring, or any time-controlled devices.
L. verify the service ground.
M. inspect private or emergency electrical supply sources, including, but not limited to: generators, windmills, photovoltaic solar collectors, or the battery- or electrical-storage facility.
N. inspect spark or lightning arrestors.
O. inspect or test de-icing equipment.
P. conduct voltage-drop calculations.
Q. determine the accuracy of labeling.
R. inspect tenant-owned equipment.
S. inspect the condition of or determine the ampacity of extension cords.

FIRE/ LIFE SAFETY PROTECTION
Life Safety

I. The inspector should:

A. inspect fire access roads and report on any obstructions or overhead wires lower than 13 feet and 6 inches;
B. inspect the address or street number to determine whether it is visible from the street, with numbers in contrast to their background;
C. inspect to determine whether a 3-foot clear space exists around the circumference of fire hydrants;
D. verify that hinged shower doors open outward from the shower and have safety glass-conformance stickers or indicators;
E. inspect to determine whether the storage of flammable and combustible materials is orderly, separated from heaters by distance or shielding so that ignition cannot occur, and not stored in exits, boiler rooms, mechanical rooms or electrical equipment rooms;
F. inspect to determine whether a "No Smoking" sign is posted in areas where flammable or combustible material is stored, dispensed or used;
G. inspect for the presence of fire alarm systems;
H. inspect for alarm panel accessibility;
I. inspect for the presence of portable extinguishers, and determine whether they are located in conspicuous and readily available locations immediately available for use, and not obstructed or obscured from view;
J. inspect to determine whether a portable fire extinguisher is stored within a 30-foot travel distance of commercial-type cooking equipment that uses cooking oil or animal fat;
K. inspect to determine whether manual-actuation devices for commercial cooking appliances exist near the means of egress from the cooking area, 42 to 48 inches above the floor and 10 and 20 feet away, and clearly identifying the hazards protected;
L. inspect to determine whether the maximum travel distance to a fire extinguisher is 75 feet;
M. inspect for the presence of sprinkler systems, and determine if they were ever painted other than at the factory;
N. inspect for the presence of emergency lighting systems;
O. inspect for exit signs at all exits, and inspect for independent power sources, such as batteries;
P. inspect for the presence of directional signs where an exit location is not obvious;
Q. inspect for the presence of signs over lockable exit doors stating: "This Door Must Remain Unlocked During Business Hours";
R. inspect for penetrations in any walls or ceilings that separate the exit corridors or stairwells from the rest of the

building;
S. inspect for fire-separation doors that appear to have been blocked or wedged open, or that do not automatically close and latch;
T. inspect exit stairwell handrails;
U. inspect for exit trip hazards;
V. inspect for the presence of at least two exits to the outside, or one exit that has a maximum travel distance of 75 feet;
W. inspect exit doorways to determine whether they are less than 32 inches in clear width;
X. inspect to determine whether the exit doors were locked from the inside, chained, bolted, barred, latched or otherwise rendered unusable at the time of the inspection;
Y. inspect to determine whether the exit doors swing open in the direction of egress travel; and
Z. inspect the storage to determine if it is potentially obstructing access to fire hydrants, fire extinguishers, alarm panels or electric panelboards, or if it is obstructing aisles, corridors, stairways or exit doors, or if it is within 18 inches of sprinkler heads, or if it is within 3 feet of heat-generating appliances or electrical panelboards.

II. The inspector is not required to:

A. test alarm systems, or determine if alarms systems have been tested.
B. inspect or test heat detectors, fire-suppression systems, or sprinkler systems.
C. determine the combustibility or flammability of materials in storage.
D. determine the adequate number of fire extinguishers needed, or their ratings.
E. test or inspect fire extinguishers, their pressure, or for the presence of extinguisher inspection tags or tamper seals.
F. inspect or test fire pumps or fire department connections.
G. inspect or test cooking equipment suppression systems.
H. determine the operational time of emergency lighting or exit signs.
I. inspect for proper occupant load signs.
J. determine fire ratings of walls, ceilings, doors, etc.
K. inspect, test or determine the adequacy of fire escapes or ladders.
L. inspect fire department lock boxes or keys.
M. determine the flame resistance of curtains or draperies.
N. inspect parking or outdoor lighting.
O. inspect for unauthorized entry or crime issues.
P. inspect or test security systems.
Q. inspect for pet or livestock safety issues.
R. inspect for unsafe candle use or decoration hazards.
S. inspect or test emergency generators.
T. test kitchen equipment, appliances or hoods.
U. verify that elevator keys exist, or that they work properly.

THE QWIKFIX®

Quote No: **250125-24773-2.0**
Quote Created: **January 25th, 2025**
Printed: January 27th, 2025 at 06:58 am

QUOTE PREPARED FOR

Jamie Hawks
(760) 203-9682
jhawks@sdinspect.com

PROPERTY:
327 Laurel Ave, National City, CA 91950

Status: **PENDING**

PAYABLE TO:

QwikFix, Inc.
2647 Gateway Rd
Ste 105-404
Carlsbad, CA 92009
(877) 930-5844
info@theqwikfix.com

TASK	QTY		RATE
#1 - FLASHINGS/ROOF PENETRATIONS **Licensed contractor to reseal around flashing/roof penetration where noted in the report** SEE REFERENCE **2.3.1** IN PROVIDED INSPECTION REPORT *quantity represents each additional vent	**10**	Labor Materials **Task Total**	325.85 45.22 **371.00**
#2 - ROOFING DRAINAGE SYSTEMS **Licensed contractor to repair rain gutters where noted in the report** SEE REFERENCE **2.6.1** IN PROVIDED INSPECTION REPORT *Area pictured only	**4**	Labor Materials **Task Total**	465.50 73.15 **539.00**
#3 - DRIVEWAYS, PATIOS, WALKWAYS **Licensed contractor to mark parking spots where noted in the report** SEE REFERENCE **3.5.1** IN PROVIDED INSPECTION REPORT	**1**	Labor Materials **Task Total**	399.00 133.00 **532.00**
#4 - FLATWORK AND PARKING LOT **Licensed contractor to reseal (10 sf) of asphalt driveway where noted in the report** SEE REFERENCE **3.5.1** IN PROVIDED INSPECTION REPORT *estimate only, contractor to confirm after site visit	**400**	Labor Materials **Task Total**	19,769.12 6,534.29 **26,303.00**
#5 - FENCE, LANDSCAPE WALLS, BOUNDARY WALLS **Licensed contractor to repair section (8 ft) of fencing where noted in the report** SEE REFERENCE **3.6.1** IN PROVIDED INSPECTION REPORT *please verify quantity for most accurate estimate, paint or staining is not included	**8**	Labor Materials **Task Total**	2,327.50 1,409.80 **3,738.00**
#6 - FENCE, LANDSCAPE WALLS, BOUNDARY WALLS **Licensed contractor to epoxy and seal the crack(s) where noted in the report** SEE REFERENCE **3.6.2** IN PROVIDED INSPECTION REPORT *demo of concrete and replacement may be required, quote provided if needed	**1**	Labor Materials **Task Total**	33.25 13.30 **46.00**

#7 - FENESTRATION: WINDOWS

Licensed contractor to remove and replace medium-sized window where noted in the report

SEE REFERENCE **3.10.1** IN PROVIDED INSPECTION REPORT

*single hung, vinyl window 9-12 SF, contractor confirm size and type before pricing is final

1	Labor	133.00
	Materials	359.10
	Task Total	**492.00**

#8 - EAVES, SOFFITS AND FASCIAS

Licensed contractor to prep, primer and paint eaves, soffits or fascias where noted in the report

SEE REFERENCE **3.11.1** IN PROVIDED INSPECTION REPORT

*assumes limited sun damage and no replacements, area pictured only

4	Labor	1,463.00
	Materials	399.00
	Task Total	**1,862.00**

#9 - HOSE SPIGOT

Licensed contractor to replace the hose spigot where noted in the report

SEE REFERENCE **6.4.1** IN PROVIDED INSPECTION REPORT

*additional charge will apply if cement or stucco needs to be removed to complete repair.

1	Labor	133.00
	Materials	66.50
	Task Total	**200.00**

#10 - WATER HEATER

Licensed contractor to replace the flue where noted in the report

SEE REFERENCE **6.6.2** IN PROVIDED INSPECTION REPORT

2	Labor	266.00
	Materials	399.00
	Task Total	**665.00**

#11 - WATER HEATER

Licensed contractor to correct the flue and create at least 1 inch space from the combustible materials with fire stop collar where noted in the report

SEE REFERENCE **6.6.3** IN PROVIDED INSPECTION REPORT

1	Labor	166.25
	Materials	73.15
	Task Total	**239.00**

#12 - WATER HEATER

Licensed contractor to install two (2) vents on the door of the closet to create more combustible air where noted in the report

SEE REFERENCE **6.6.4** IN PROVIDED INSPECTION REPORT

4	Labor	598.50
	Materials	266.00
	Task Total	**865.00**

#13 - TEMPERATURE AND PRESSURE RELIEF

Licensed contractor to install or repair rigid 3/4" piping at TPR valve so that it terminates approximately 6 inches above grade where noted in the report

SEE REFERENCE **6.7.1** IN PROVIDED INSPECTION REPORT

*assumes feasible access and that the water heater does not need to be uninstalled to complete task

3	Labor	698.25
	Materials	99.75
	Task Total	**798.00**

#14 - WATER PRESSURE AND REGULATOR

Licensed contractor to install or replace the water pressure regulator where noted in the report

SEE REFERENCE **6.9.1** IN PROVIDED INSPECTION REPORT

*assumes regulator only needs to be replaced, an additional charge of $175 if other piping needs to be corrected in the area

1	Labor	266.00
	Materials	399.00
	Task Total	**665.00**

#15 - GAS STORAGE AND DISTRIBUTION SYSTEMS

Licensed contractor to install new rigid gas line at the furnace where noted in the report

SEE REFERENCE **6.10.1** IN PROVIDED INSPECTION REPORT

2	Labor	199.50
	Materials	93.10
	Task Total	**293.00**

#16 - GAS STORAGE AND DISTRIBUTION SYSTEMS

Licensed contractor to inspect and determine location of the leak and likely cause where noted in the report

SEE REFERENCE **6.10.2** IN PROVIDED INSPECTION REPORT

*price for 2 hours, $220 each add'l hour if needed, repairs not included

1

Labor	399.00
Materials	0.00
Task Total	**399.00**

#17 - MAIN AND DISTRIBUTION PANELS

Licensed contractor to label all breakers in the panel where noted in the report

SEE REFERENCE **7.2.1** IN PROVIDED INSPECTION REPORT

1

Labor	266.00
Materials	6.65
Task Total	**273.00**

#18 - MAIN AND DISTRIBUTION PANELS

Licensed contractor to install new 100 AMP main panel where noted in the report

SEE REFERENCE **7.2.2** IN PROVIDED INSPECTION REPORT

*recommend upgrading to 200amp, extra fees may apply based on local utility requirements, expect $700 for pulling permits

2

Labor	4,655.00
Materials	3,990.00
Task Total	**8,645.00**

#19 - OVERCURRENT DEVICES

Licensed contractor to install disconnect switch where noted in the report

SEE REFERENCE **7.5.1** IN PROVIDED INSPECTION REPORT

*requires coordination with the utility, may require other changes not quoted.

1

Labor	731.50
Materials	53.20
Task Total	**785.00**

#20 - BRANCH CIRCUIT CONDUCTORS

Licensed contractor to install conduit in the appropriate locations or make other corrections where noted in the report

SEE REFERENCE **7.6.1** IN PROVIDED INSPECTION REPORT

*area pictured only, does not include burying conduit if needed

1

Labor	332.50
Materials	232.75
Task Total	**566.00**

#21 - JUNCTION BOXES

Licensed contractor to install appropriate cover where noted in the report

SEE REFERENCE **7.7.1** IN PROVIDED INSPECTION REPORT

1

Labor	13.30
Materials	6.65
Task Total	**20.00**

#22 - POLARITY AND GROUNDING OF RECEPTACLES

Licensed contractor to run new electrical line for GFCI receptacle and make repairs from running new line where noted in the report

SEE REFERENCE **7.9.1** IN PROVIDED INSPECTION REPORT

*matching paint to be provided by homeowner, estimated only, limited information on the difficulty, price may decrease or increase

3

Labor	2,593.50
Materials	598.50
Task Total	**3,193.00**

#23 - FIRE SPRINKLERS/CONTROL

Licensed contractor to inspect fire sprinkler system where noted in the report

SEE REFERENCE **8.3.1** IN PROVIDED INSPECTION REPORT

*up to 3,500sf

1

Labor	598.50
Materials	0.00
Task Total	**599.00**

#24 - FIRE EXTINGUISHER

Licensed contractor to install Class ABC, 5 lbs fire extinguisher where noted in the report

SEE REFERENCE 8.4.1 IN PROVIDED INSPECTION REPORT

*verify quantity for most accurate quote

4

Labor	33.25
Materials	356.44
Task Total	**389.00**

#25 - FIRE ALARM SYSTEM

Licensed contractor to install new 10-Year, sealed smoke detector with ionization and photoelectric dual sensors where noted in the report

SEE REFERENCE 8.7.1 IN PROVIDED INSPECTION REPORT

*verify quantity for most accurate pricing

4

Labor	113.05
Materials	239.40
Task Total	**352.00**

Quote Total: **52,829.00**

Payment Method
PENDING

Amount Paid
0.00

TheQwikFix turns home inspection reports into quotes for repairs from licensed contractors who can get the job done before or shortly after closing.

www.theqwikfix.com

Quote is based on limited information from the reports submitted. In rare cases the estimate needs to be adjusted to compensate for different issues or worksite conditions.

Minimum charge of $500 is required

Work is being completed by licensed contractors that are part of the QwikFix network. If you need specific information regarding the contractors please email support@theqwikfix.com.



Public Hearing

CONDITIONAL USE PERMIT AND TENTATIVE PARCEL MAP TO CONVERT A FOUR UNIT HOUSING DEVELOPMENT TO CONDOMINIUMS LOCATED AT 327-333 LAUREL AVENUE

2025-18 CUP

Overhead


243
295
245
301-13
322
E 3rd St
Laurel Ave
327
311
325
329
333
335
331
320
1319
National City
Tree Service
1317
National City
Stucco & Plastering
1307
E 4th St
1221
1231
1310
Google Maps
E 4th St

Site Characteristics

- Located in the RS-2 Zone
  - East side of Laurel Avenue, between East 3rd and East 4th Street
  - 13,566 square feet
  - Configured as a Flag Lot
    - Driveway 20 feet in width and 150 feet in length, while the overall lot has an approximate width of 77 feet and a depth of 293 feet
- Surrounded by single family and multifamily development
- Four existing detached single-family homes
  - 720 square feet
  - Single story
  - Built in 1958
    - In fair condition
    - Upgrades to be done

Front View



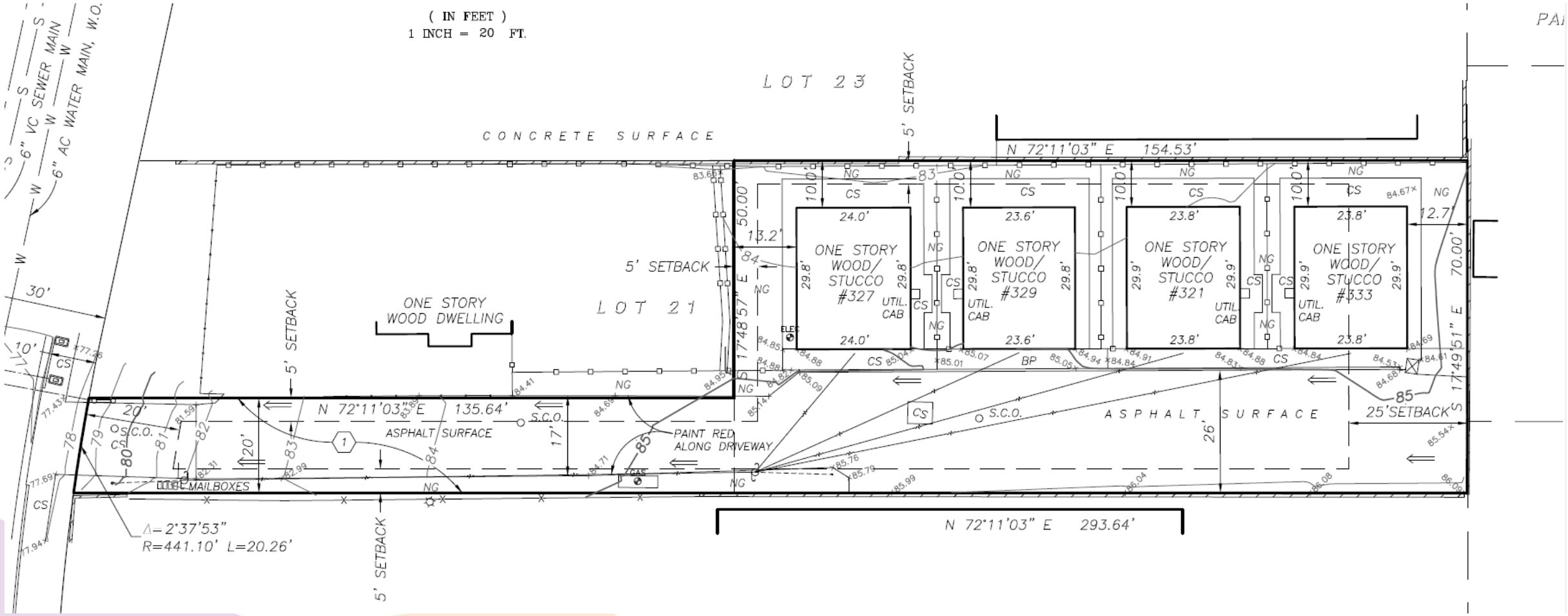
Overview


227
205
203
222
315
305
244
238
242
246
240
320
322
324
243
327
245
295
325
335
1317

Proposal

- The applicant proposes to convert four existing detached single-family homes on one property into individually owned condominiums
  - Proposed work includes repairs as identified in the repair analysis
    - Repair to be completed prior to the sale of the units
  - Same size and have the same floor plan as they currently exist
  - No new development is proposed

Map


(IN FEET)
1 INCH = 20 FT.
LOT 23
LOT 21
CONCRETE SURFACE
ASPHALT SURFACE
5' SETBACK
ONE STORY WOOD DWELLING
ONE STORY WOOD/ STUCCO #327
ONE STORY WOOD/ STUCCO #329
ONE STORY WOOD/ STUCCO #321
ONE STORY WOOD/ STUCCO #333
UTIL. CAB
N 72°11'03" E 154.53'
N 72°11'03" E 135.64'
N 72°11'03" E 293.64'
S 17°49'51" E 70.00'
S 17°48'57" E 50.00'
PAINT RED ALONG DRIVEWAY
25' SETBACK
Δ=2°37'53"
R=441.10' L=20.26'
6" VC SEWER MAIN
6" AC WATER MAIN, W.O.
S.C.O.
MAILBOXES
GAS
ELEC
BP

Analysis

- General Plan Consistency
  - Policy LU-2.1 encourages the development of a variety of housing types
    - The conversion of rental units into for-sale condominiums provides four new homeownership opportunities
  - Policy LU 2.3 encourages housing types that are more affordable, such as micro-units
    - The existing units are only 720 square feet, which could provide greater affordability compared to newer larger units
  - Housing Element Policy 5.4 supports increased homeownership across all income levels
    - The conversion of these rental units to condominiums will provide four new homeownership properties within the City

Analysis (cont.)

- General Plan Consistency
  - General Plan Density
    - Low Density Residential land use designation
      - Allows up to 9 dwelling units per acre and provides for a mixture of duplexes and single-family residential developments
    - The property's current density is approximately 13 dwelling units per acre
      - Exceeds the General Plan density
      - The development was permitted by right at the time of construction
      - Additionally, with new state laws such as Senate Bill 9, increased density in single-family zones is more common

Analysis (cont.)

- Subdivision Ordinance and Subdivision Map Act Consistency
  - The proposed subdivision (condominium, conversion) is consistent with the Subdivision Ordinance
    - The existing lot meets minimum lot size and lot width dimensions
    - No new property lines or development is proposed
    - Required improvements are included as conditions of approval
  - The proposal is consistent with the the Subdivision Map Act
    - Notice to tenants of the intention to convert, filing of the final map, and right of tenants to exclusive contract for purchase in condominium projects
      - Applicant has provided notice to the tenants in compliance
      - Requirements included in the Conditions of Approval

Analysis (cont.)

- Land Use Code Consistency
  - The code allows the conversion of existing rental properties to condominiums subject to issuance of a Conditional Use Permit (CUP)
    - Requires consistency with the Housing Element goals and objectives
    - Necessary upgrades per the Physical Elements Report will be completed prior to the sale of any unit
  - The Physical Elements Report identified the overall property condition as fair
    - Applicant provided a Repair Analysis which identifies all of the repairs that will be completed prior to the sale of the units
      - This is included as a condition of approval

Comments/Conditions

- Comments
  - Engineering Department, Fire Department, Building Division, and Sweetwater Authority
    - Standard requirements related to tentative maps, final map procedures, and improvements
    - Any future development on site
    - Sweetwater Authority provided comments related to water service
- Conditions of approval
  - Covenants, Conditions and Restrictions (CC&Rs) and a homeowner's association to ensure that the property is adequately maintained in the future
  - Conditions related to Subdivision Map Act requirements and conditions related to department comments

Summary

- The proposed project is consistent with:
  - General Plan
  - Housing Element
  - Subdivision Ordinance
  - Subdivision Map Act
  - Land Use Code
- Project will provide four new homeownership opportunities within the City

Options

- Find project exempt from CEQA & approve 2025-18 CUP, TPM based on findings listed in the draft resolution / findings determined by the Commission; or
- Find project not exempt from CEQA and/or deny 2025-18 CUP, TPM based on findings listed in the draft resolution / findings determined by the Commission; or
- Continue the item for additional information
- Staff recommending approval
- Notice of Decision to City Council

AGENDA REPORT

Department: **Planning**
Prepared by: **David Welch, Principal Planner**
Meeting Date: **Tuesday, October 6, 2026**
Approved by: **Douglas J. Schulze, City Manager**

SUBJECT:
Notice of Decision – Planning Commission Decision of a Conditional Use Permit (CUP) and Coastal Development Permit (CDP) for Auto Body Repair and Paint (Caliber Collision Center) to be Located at 402 West 35th Street, Suites A & C.

RECOMMENDATION:
Staff recommends approval of the Conditional Use Permit and Coastal Development Permit for Auto Body Repair and Paint (Caliber Collision Center), subject to the recommended conditions in the attached Planning Commission Resolution No. 2026-10, and a determination that the project is exempt from CEQA. The project is consistent with the General Plan, Land Use Code, and Local Coastal Program.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
The Planning Commission recommended approval of the Conditional Use Permit and Coastal Development Permit by a vote of 5-1.

Ayes: Armenta, Gogue, Miller, Quinones, Valenzuela; Nays: Castle-Salgado

EXPLANATION:
The applicant applied for a Conditional Use Permit and Coastal Development Permit to convert two existing commercial suites within an existing light industrial building into an auto body and paint shop (Caliber Collision Center). The proposed facility would include two spray booths, a paint mix room, and a wash bay with clarifier. The business has operated for several years at a location at 2013 Haffley Avenue and is relocating to the proposed site. The new facility will be approximately 21,237 square feet in size and will operate from 7:30 a.m. to 5:30 p.m. Monday through Friday. 65 parking spaces are required for existing and proposed uses on the property and 119 are provided. Vehicles that are to be serviced at the site will be stored both indoors and outdoors within a gated and screened area.

The Planning Commission conducted a public hearing on September 21, 2026, and voted to recommend approval of the request based on the attached findings and conditions of approval in Exhibit A, Planning Commission Resolution No. 2026-10. The attached Planning Commission staff report in Exhibit B describes the proposal in detail.

FINANCIAL STATEMENT:
An application fee of $4,250 was paid with the submittal of the subject CUP and CDP. Fees are anticipated to cover the cost of staff review time and processing the permit.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:
This is a project under CEQA subject to a Categorical Exemption. Existing Facilities. CCR 15301(c).

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

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – 2026-04 CUP CDP PC Resolution
Exhibit B – 2026-04 CUP CDP Staff Report
Exhibit C – PC PowerPoint Slides

RESOLUTION NO. 2026-10

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA DETERMINING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND APPROVING A CONDITIONAL USE PERMIT AND COASTAL DEVELOPMENT PERMIT FOR AUTO BODY REPAIR AND PAINT (CALIBER COLLISION CENTER) TO BE LOCATED AT 402 WEST 35TH STREET, SUITES A & C.
CASE FILE NO. 2026-04 CUP, CDP
APN: 562-310-59-00

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit and Coastal Development Permit for auto body repair and paint (Caliber Collision Center) to be located at 402 West 35th Street, Suites A & C at a duly advertised public hearing held on September 21, 2026, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearing, the Planning Commission considered the staff report contained in Case File No. 2026-04 CUP, CDP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on September 21, 2026, support the following findings:

1. The site for the proposed use is adequate in size and shape because auto body repair and paint are allowable within the Light Manufacturing zone, pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code, as discussed in the staff report. The area of the site exceeds the required minimum lot area of 7,500 square feet for the proposed use.

2. The site has sufficient access to streets and highways that are adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use because the use is proposed for an existing building which was previously analyzed for traffic impacts when it was constructed. The site is

physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

3. The proposed use will not have an adverse effect upon adjacent or abutting properties because no expansion of the building is proposed. The proposal involves an existing commercial space, which is similar to the development on adjacent properties. The conditions of approval for the subject use will ensure the it is operated in a manner that will not produce significant impacts related to air quality, noise, or water quality.

4. The proposed use is deemed essential and desirable to the public convenience or welfare because the proposal to operate an auto body and repair shop with painting will expand options for the repair of vehicles that have been damaged due to collisions. This will allow for owners to receive services in a timely manner and have their vehicles restored to an operable condition.

5. Granting said Coastal Development Permit will be consistent with all other plans and ordinances of the City of National City because the proposed use is permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan.

6. Granting said Coastal Development Permit will be consistent with and implements the Certified Local Coastal Program because the project involves an auto body repair and paint shop, which is conditionally allowed in the ML zone. Only minor modifications to an existing structure are proposed and there is no possibility of an impact to coastal access or views resulting from the proposed project.

7. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit and Coastal Development Permit. The reason for the exemption is that the use is proposed within an existing commercial building, and the use is similar to other commercial uses in the area, which are permitted in the Light Manufacturing zone.

BE IT FURTHER RESOLVED that the application for a Conditional Use Permit is approved subject to the following conditions:

General

1. This Conditional Use Permit authorizes auto body repair and paint for a new business to be located at 402 W. 35th Street, Suites A & C. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2026-04 CUP, CDP dated 07/17/2026.
2. Before this *Conditional Use Permit* and *Coastal Development Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit* and *Coastal Development Permit.* The applicant or owner shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant or owner shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* and *Coastal Development Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
3. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
4. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
5. This *Conditional Use Permit* and *Coastal Development Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval or applicable law.
6. *Within four* (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the County Clerk and submitted to the National City Planning Department.

Building

7. Plans must be prepared by a California Licensed Design Professional (Architect or Engineer).
8. Provide information about the Construction Type for the existing building.
9. Provide information about the existing square footage of the building.

10. Provide information as to any fire rated or area separation walls that exist in the building.
11. Provide information as to whether the building is equipped with fire sprinklers.
12. Provide information about the existing occupancies in the rest of the building.
13. Provide information as to the type of work to be done in the proposed areas and hazardous material quantities under maximum allowable quantities and type of activities to determine if S-1, or H Occupancy. This determines the occupancy type, ventilation requirements, etc. (e.g., is there open flame welding, just parts replacement, etc.)
14. If curtains are being proposed in-between any of the stalls, they shall be fire treated materials. Check requirements with National City Fire Department.
15. Sprinklers will need to be altered with the demo and new construction. Plans shall be submitted directly to the National City Fire Department.
16. Engineering package will be required for stationary racks over 5 ft. 9 in., anchorage for lifts, frame rack and spray booths (manufacturer of these items should provided engineering package).
17. Engineering will more than likely be required for added RTUs for air/dust scrubbers and ventilation requirements due to their weight.
18. Paint spray booth terminations in relation to any other intake vents and or property lines are to be identified.
19. Commodities report and material safety data sheets required. Provide quantities of all products including solvents and cleaning agents.
20. Parts storage racks over 12 feet will require High Pile Storage permitting through National City Fire Department.
21. Rated wall required between office and shop in Suite C since office is over 10%.
22. Electrical load calcs, panel schedules, emergency, egress lighting and classified areas in and around the paint booths will need to be identified.
23. Provide at least one non-gender bathroom in Suite A.
24. Protective bollards will be required at areas like the mechanical room corners close to vehicular traffic paths.
25. Air Pollution Control District (APCD) approval required.
26. Hazardous Materials Management Division (HMMD) approval required.

Engineering

27. The Storm Water BMP Requirements Applicability Form I-1 and if required I-2 checklist for the National Pollutant Discharge Elimination System (NPDES) is required to be completed and submitted to the Engineering Department. The checklist will be required when a project site is submitted for building review of City Departments. The checklist is available at the Engineering Division web site at the link below*. If it is determined that the project is subject to the "Priority Project Permanent Storm Water BMP Requirements" and the City of National City Storm Water Best Management Practices of the Jurisdictional Urban Runoff Management Program (JURMP) approved Standard Urban Storm Water Mitigation Plan (SUSMP) documentation will be required prior to issuance of an applicable engineering permit. The SUSMP shall be prepared by a Registered Civil Engineer.

    *http://www.nationalcityca.gov/home/showpublisheddocument/13794/63628793825800000

Fire

28. Plans are to be designed, fabricated, and installed to code.
29. Project to be in compliance with the current editions of NFPA, CFC 2025 Edition, Title 19 and local City of National City Municipal Codes.
30. Fire Sprinkler, Fire Alarm and Fire Suppression plans shall be evaluated for intended use, and are to be directly submitted to the National City Fire Department under separate permit review and permitting. Fees along with 3 sets of plans including all "Cut Sheets and Calculations" shall be included upon submittal. Plan review shall be 30-day plan review process or 21 working days. No over the counter plan reviews accomplished/no exceptions. It shall be unlawful to occupy any portion of the building or structure until the fire detection, alarm and suppression system have been tested and approved.
31. Fire extinguishers shall be places throughout the business in accordance to Chapter 9 of the California Fire Code (CFC).
32. Applicant will be evaluated for CFC Chapter 1 Section 105 permits for the use and storage of flammable liquids, hot work, repair garage, etc. if required by code.

Planning

33. Prior to the commencement of operations, the applicant shall show proof of all necessary permits from the following County and State agencies: County of San Diego Department of Environmental Health; San Diego County Air Pollution Control District, State of California Department of Toxic Substances Control; California Department of Consumer Affairs, Bureau of Automotive Repair, and California State Board of Equalization.

34. Prior to the commencement of operations, all improvements required by the conditions of approval shall be completed and a final shall be obtained for all related permits.

35. Auto body repair and paint shall only be permitted between the hours of 7:30 a.m. to 5:30 p.m. Monday through Friday.

36. All inoperable and/or damaged vehicles submitted for repair shall be stored on the property and not on City Streets. No vehicle sales shall be allowed on the property without first obtaining Department of Motor Vehicle and City approvals.

37. All outdoor locations on site where vehicles will be stored shall be screened by a minimum of six foot high opaque fencing or walls.

38. Existing landscaping on site shall be maintained in good condition in compliance with Chapter 18.44 of the Land Use Code for the life of the project.

39. All trash enclosures on site shall have a roof.

40. Applicant shall use all water-based paints and coatings to limit emissions and worker exposure. No solvents shall be used.

41. Emissions at the proposed facility shall be controlled to an overall capture/destruction efficiency of at least 90% by weight, in accordance with Best Available Control Technology (BACT) Emission Rate Limits for Autobody and Paint Shops, as listed in APCD's New Source Review Requirements.

42. Applicant shall obtain certification as a "green business" as defined by the San Diego County Department of Environmental Health's Green Business Program for auto repair facilities.

43. A sign permit shall be obtained for any new signage on the site associated with the new repair business.

44. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

Indemnification Agreement

The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the

event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council for review. The City Council may, at that meeting, review the decision of the Planning Commission and set the matter for public hearing.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final following City Council review and thirty (30) days following the Planning Commission's decision, unless an appeal is filed in writing with the City Clerk.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of September 21, 2026, by the following vote:

AYES: ARMENTA, GOGUE, MILLER, QUINONES, VALENZUELA.

NAYS: CASTLE-SALGADO.

ABSENT: NONE.

ABSTAIN: NONE.

[redacted]

CHAIRPERSON

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

PLANNING COMMISSION STAFF REPORT

Title:	PUBLIC HEARING – DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND A CONDITIONAL USE PERMIT AND COASTAL DEVELOPMENT PERMIT FOR AUTO BODY REPAIR AND PAINT (CALIBER COLLISION CENTER) TO BE LOCATED AT 402 WEST 35TH STREET, SUITES A & C.
Case File No.:	2026-04 CUP, CDP
Location:	402 W. 35th St., Suites A & C
Assessor's Parcel No.:	562-310-59-00
Staff report by:	David Welch, Principal Planner
Applicant:	Rely-On Technologies
Zoning designation:	Light Manufacturing – Coastal Zone (ML-CZ)
Adjacent use and zoning:	
North:	Light industrial / ML-CZ
East:	Light industrial / ML-CZ
South:	Marshland and City of Chula Vista / ML-CZ
West:	MTS Trolley and Interstate 5 / Rights-of-Way
Environmental review:	Categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities)
Staff recommendation:	Approve

EXHIBIT B

Staff Recommendation

Staff recommends approval of the proposed project requesting a Conditional Use Permit (CUP) and Coastal Development Permit (CDP) for the operation of an auto body repair and paint shop subject to the recommended conditions in the attached resolution and a determination that the project is exempt from CEQA. The automotive body repair and paint are conditionally-allowed uses in the Light Manufacturing (ML) zone.

Executive Summary

The applicant is proposing to convert two existing commercial suites within an existing light industrial building into an auto body and paint shop (Caliber Collision Center). The proposed facility would include two spray booths, a paint mix room, and a wash bay with clarifier. The business has operated for several years at a location at 2013 Haffley Avenue and is relocating to the proposed site. The new facility will be approximately 21,237 square feet in size and will operate from 7:30 a.m. to 5:30 p.m. Monday through Friday. 65 parking spaces are required for existing and proposed uses on the property and 119 are provided. Vehicles that are to be serviced at the site will be stored both indoors and outdoors within a gated and screened area.

Site Characteristics

The applicant intends to operate an auto body and paint shop at 402 W. 35th Street, west of National City Boulevard and south of State Highway 54. The MTS Blue Line Trolley and Interstate 5 are also directly to the west. The site is within the Light Manufacturing (ML) zone of the previous Land Use Code (LUC) and the Coastal Zone (CZ). The developed area is primarily commercial/light industrial along West 35th Street, which is a cul-de-sac. The site abuts marshland directly to the south and multi-family residential uses exist across the marsh within the City of Chula Vista. The existing site is approximately 97,000 square feet in area and occupied by a multi-tenant 39,684 square-foot light industrial building surrounded by 119 on-site parking spaces. The applicant would occupy Suites A & C of the existing structure, which provide a combined square footage of approximately 21,237 square feet.

Proposed Use

The applicant proposes to open an auto body and paint shop at the subject location. The proposed tenant, Caliber Collision, is a national chain of more than 1,800 locations that specializes in the repair of vehicles that have been in collisions. The business currently has a location in National City at 2013 Haffley

Avenue, which was approved with a CUP in 2008, although the new facility will be replacing that previously-approved location. The use requires specialized equipment including two spray paint booths, a paint mix room, and a wash bay with clarifier. The use is subject to permits with San Diego County Air Pollution Control District (SDAPCD) and is considered a “priority project” under applicable storm water requirements. The business will operate Monday through Friday from 7:30 a.m. to 5:30 p.m. with approximately 15 employees. Both auto body repair and auto painting are permitted within the ML zone with approval of a CUP. A CDP is also required for any projects within the Coastal Zone that need a CUP.

Analysis

The proposed location for the auto body repair and paint use is within the CZ. The previous LUC remains applicable within this portion of the City due to unresolved inconsistencies between the City’s Local Coastal Program (LCP) and the current General Plan. Therefore, the proposed project is subject to the standards of the ML-CZ zone and Chapter 18.72 of the previous LUC. Both auto body repair and auto painting are permitted within the zone with approval of a CUP. The existing site is also compliant with design standards for the zone including minimum lot area, which is 7,500 square feet for the proposed use, minimum frontage, and setbacks.

Chapter 18.72 has specific requirements for screening automotive service uses and automobile painting and accessory body work. Screening is required when a service use adjoins a residential zone. Painting is required to be conducted within an enclosed building and there are limits on the hours of operation for painting and body work. The subject site shares a property line with multi-family residential properties within the City of Chula Vista, but some separation exists due to the marsh. Staff requested screening along the southern border of the property due to the direct line of site from residential units and the applicant added this to their revised plans. Painting is only proposed within the existing enclosed building and the requested hours of operation are less than the code requirement.

Due to the nature of the proposed use, the applicant will be required to obtain an air quality permit from the Air Pollution Control District (SDAPCD) and applicable storm water permit through the Engineering Department. Conditions of approval are included in the attached resolution to ensure permits are obtained prior to the commencement of any service or repair activities on the site.

The previous CUP for Caliber Collision at 2013 Haffley Avenue was approved with several conditions of approval recommended by the Environmental Health Coalition (EHC) to ensure the business would operate in a manner that would limit the potential to exacerbate air quality issues faced by residents, employees, and visitors in National City. Staff has included previously recommended conditions of approval in the attached draft resolution that are reasonably related to the operation of the proposed business.

Mailing

All property owners and occupants within 300 feet of the property are required to be notified of a public hearing for CUP and CDP applications. Notice of this public hearing was sent to 102 occupants and owners. No comments have been received as of writing this report.

Recommended Findings for the CUP and CDP

Required Findings of Approval

The following are the required findings of approval for the CUP:

1. The site for the proposed use is adequate in size and shape: Auto body repair and paint are allowable within the Light Manufacturing zone, pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code, as discussed in the staff report. The area of the site exceeds the required minimum lot area of 7,500 square feet for the proposed use.

2. The site has sufficient access to streets and highways that are adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use: The use is proposed for an existing building which was previously analyzed for traffic impacts when it was constructed. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

3. The proposed use will not have an adverse effect upon adjacent or abutting properties: No expansion of the building is proposed. The proposal involves an existing commercial space, which is similar to the development on adjacent properties. The conditions of approval for the subject use will

ensure the it is operated in a manner that will not produce significant impacts related to air quality, noise, or water quality.

4. The proposed use is deemed essential and desirable to the public convenience or welfare: The proposal to operate an auto body and repair shop with painting will expand options for the repair of vehicles that have been damaged due to collisions. This will allow for owners to receive services in a timely manner and have their vehicles restored to an operable condition.

In addition, projects in the Coastal Zone require two conditions related to CDPs:

5. The granting of said Coastal Development Permit will be consistent with all other plans and ordinances of the City of National City: The proposed use is permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan.

6. The granting of said Coastal Development Permit will be consistent with and implements the Certified Local Coastal Program: The project involves an auto body repair and paint shop, which is conditionally allowed in the ML zone. Only minor modifications to an existing structure are proposed and there is no possibility of an impact to coastal access or views resulting from the proposed project.

Furthermore, a finding has been included in the draft resolution with regard to compliance with the California Environmental Quality Act (CEQA):

7. California Environmental Quality Act (CEQA): The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit and Coastal Development Permit. The reason for the exemption is that the use is proposed within an existing commercial building, and the use is similar to other commercial uses in the area, which are permitted in the Light Manufacturing zone.

Optional Finding for Denial

The following finding is recommended should the Planning Commission consider the denial of the request:

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed use could produce fumes from the painting of vehicles and/or vehicles parts as well as noise from the conduct of auto body work.

Department Comments/Conditions of Approval

The Planning Division received comments from the Building Division, Engineering Department, and Fire Department related to the proposed use and building modifications. In addition, San Diego County Air Pollution Control District provided a comment stating an air quality permit would also be needed prior to operation. These comments have been added as conditions of approval in the attached Resolution. Furthermore, staff is also recommending conditions related to hours of operation, noise, and previous concerns related to air quality from the Environmental Health Coalition.

Summary

The proposed project is an auto body repair and paint shop to be located on a property zoned for light manufacturing uses. The use is permitted with the approval of a Conditional Use Permit. The site is adequate for the proposed use and the proposed conditions of approval will alleviate the potential for nuisances to adjacent properties. The use is proposed for an existing building and is eligible for an exemption from environmental review under Class 1, Section 15301 (Existing Facilities) under the CEQA guidelines.

Planning Commission Options

1. Find the project exempt from CEQA under Class 1 of the CEQA Guidelines Section 15301 or other exemption and approve 2026-04 CUP, CDP subject to the conditions included in the Resolution, or other conditions, and based on the findings included in the Resolution, or other findings to be determined by the Planning Commission; or,

2. Find the project not exempt from CEQA and/or deny 2026-04 CUP, CDP based on the attached findings, or findings to be determined by the Planning Commission; or,

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

Attachments

1. Draft Resolutions
2. Overhead
3. Applicant's Plans (Exhibit A, Case File No. 2026-04 CUP, CDP, dated (7/17/2026)
4. Public Hearing Notice (Sent to 102 property owners & occupants)

RESOLUTION NO. 2026-10

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA DETERMINING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND APPROVING A CONDITIONAL USE PERMIT AND COASTAL DEVELOPMENT PERMIT FOR AUTO BODY REPAIR AND PAINT (CALIBER COLLISION CENTER) TO BE LOCATED AT 402 WEST 35TH STREET, SUITES A & C.
CASE FILE NO. 2026-04 CUP, CDP
APN: 562-310-59-00

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit and Coastal Development Permit for auto body repair and paint (Caliber Collision Center) to be located at 402 West 35th Street, Suites A & C at a duly advertised public hearing held on September 21, 2026, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearing, the Planning Commission considered the staff report contained in Case File No. 2026-04 CUP, CDP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on September 21, 2026, support the following findings:

1. The site for the proposed use is adequate in size and shape because auto body repair and paint are allowable within the Light Manufacturing zone, pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code, as discussed in the staff report. The area of the site exceeds the required minimum lot area of 7,500 square feet for the proposed use.

2. The site has sufficient access to streets and highways that are adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use because the use is proposed for an existing building which was previously analyzed for traffic impacts when it was constructed. The site is

physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

3. The proposed use will not have an adverse effect upon adjacent or abutting properties because no expansion of the building is proposed. The proposal involves an existing commercial space, which is similar to the development on adjacent properties. The conditions of approval for the subject use will ensure the it is operated in a manner that will not produce significant impacts related to air quality, noise, or water quality.

4. The proposed use is deemed essential and desirable to the public convenience or welfare because the proposal to operate an auto body and repair shop with painting will expand options for the repair of vehicles that have been damaged due to collisions. This will allow for owners to receive services in a timely manner and have their vehicles restored to an operable condition.

5. Granting said Coastal Development Permit will be consistent with all other plans and ordinances of the City of National City because the proposed use is permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan.

6. Granting said Coastal Development Permit will be consistent with and implements the Certified Local Coastal Program because the project involves an auto body repair and paint shop, which is conditionally allowed in the ML zone. Only minor modifications to an existing structure are proposed and there is no possibility of an impact to coastal access or views resulting from the proposed project.

7. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit and Coastal Development Permit. The reason for the exemption is that the use is proposed within an existing commercial building, and the use is similar to other commercial uses in the area, which are permitted in the Light Manufacturing zone.

BE IT FURTHER RESOLVED that the application for a Conditional Use Permit is approved subject to the following conditions:

General

1. This Conditional Use Permit authorizes auto body repair and paint for a new business to be located at 402 W. 35th Street, Suites A & C. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2026-04 CUP, CDP dated 07/17/2026.
2. Before this *Conditional Use Permit* and *Coastal Development Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit* and *Coastal Development Permit*. The applicant or owner shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant or owner shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* and *Coastal Development Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
3. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
4. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
5. This *Conditional Use Permit* and *Coastal Development Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval or applicable law.
6. *Within four* (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the County Clerk and submitted to the National City Planning Department.

Building

7. Plans must be prepared by a California Licensed Design Professional (Architect or Engineer).
8. Provide information about the Construction Type for the existing building.
9. Provide information about the existing square footage of the building.

10. Provide information as to any fire rated or area separation walls that exist in the building.
11. Provide information as to whether the building is equipped with fire sprinklers.
12. Provide information about the existing occupancies in the rest of the building.
13. Provide information as to the type of work to be done in the proposed areas and hazardous material quantities under maximum allowable quantities and type of activities to determine if S-1, or H Occupancy. This determines the occupancy type, ventilation requirements, etc. (e.g., is there open flame welding, just parts replacement, etc.)
14. If curtains are being proposed in-between any of the stalls, they shall be fire treated materials. Check requirements with National City Fire Department.
15. Sprinklers will need to be altered with the demo and new construction. Plans shall be submitted directly to the National City Fire Department.
16. Engineering package will be required for stationary racks over 5 ft. 9 in., anchorage for lifts, frame rack and spray booths (manufacturer of these items should provided engineering package).
17. Engineering will more than likely be required for added RTUs for air/dust scrubbers and ventilation requirements due to their weight.
18. Paint spray booth terminations in relation to any other intake vents and or property lines are to be identified.
19. Commodities report and material safety data sheets required. Provide quantities of all products including solvents and cleaning agents.
20. Parts storage racks over 12 feet will require High Pile Storage permitting through National City Fire Department.
21. Rated wall required between office and shop in Suite C since office is over 10%.
22. Electrical load calcs, panel schedules, emergency, egress lighting and classified areas in and around the paint booths will need to be identified.
23. Provide at least one non-gender bathroom in Suite A.
24. Protective bollards will be required at areas like the mechanical room corners close to vehicular traffic paths.
25. Air Pollution Control District (APCD) approval required.
26. Hazardous Materials Management Division (HMMD) approval required.

Engineering

27. The Storm Water BMP Requirements Applicability Form I-1 and if required I-2 checklist for the National Pollutant Discharge Elimination System (NPDES) is required to be completed and submitted to the Engineering Department. The checklist will be required when a project site is submitted for building review of City Departments. The checklist is available at the Engineering Division web site at the link below*. If it is determined that the project is subject to the "Priority Project Permanent Storm Water BMP Requirements" and the City of National City Storm Water Best Management Practices of the Jurisdictional Urban Runoff Management Program (JURMP) approved Standard Urban Storm Water Mitigation Plan (SUSMP) documentation will be required prior to issuance of an applicable engineering permit. The SUSMP shall be prepared by a Registered Civil Engineer.

    *http://www.nationalcityca.gov/home/showpublisheddocument/13794/63628793825800000

Fire

28. Plans are to be designed, fabricated, and installed to code.
29. Project to be in compliance with the current editions of NFPA, CFC 2025 Edition, Title 19 and local City of National City Municipal Codes.
30. Fire Sprinkler, Fire Alarm and Fire Suppression plans shall be evaluated for intended use, and are to be directly submitted to the National City Fire Department under separate permit review and permitting. Fees along with 3 sets of plans including all "Cut Sheets and Calculations" shall be included upon submittal. Plan review shall be 30-day plan review process or 21 working days. No over the counter plan reviews accomplished/no exceptions. It shall be unlawful to occupy any portion of the building or structure until the fire detection, alarm and suppression system have been tested and approved.
31. Fire extinguishers shall be places throughout the business in accordance to Chapter 9 of the California Fire Code (CFC).
32. Applicant will be evaluated for CFC Chapter 1 Section 105 permits for the use and storage of flammable liquids, hot work, repair garage, etc. if required by code.

Planning

33. Prior to the commencement of operations, the applicant shall show proof of all necessary permits from the following County and State agencies: County of San Diego Department of Environmental Health; San Diego County Air Pollution Control District, State of California Department of Toxic Substances Control; California Department of Consumer Affairs, Bureau of Automotive Repair, and California State Board of Equalization.

34. Prior to the commencement of operations, all improvements required by the conditions of approval shall be completed and a final shall be obtained for all related permits.
35. Auto body repair and paint shall only be permitted between the hours of 7:30 a.m. to 5:30 p.m. Monday through Friday.
36. All inoperable and/or damaged vehicles submitted for repair shall be stored on the property and not on City Streets. No vehicle sales shall be allowed on the property without first obtaining Department of Motor Vehicle and City approvals.
37. All outdoor locations on site where vehicles will be stored shall be screened by a minimum of six foot high opaque fencing or walls.
38. Existing landscaping on site shall be maintained in good condition in compliance with Chapter 18.44 of the Land Use Code for the life of the project.
39. All trash enclosures on site shall have a roof.
40. Applicant shall use all water-based paints and coatings to limit emissions and worker exposure. No solvents shall be used.
41. Emissions at the proposed facility shall be controlled to an overall capture/destruction efficiency of at least 90% by weight, in accordance with Best Available Control Technology (BACT) Emission Rate Limits for Autobody and Paint Shops, as listed in APCD's New Source Review Requirements.
42. Applicant shall obtain certification as a "green business" as defined by the San Diego County Department of Environmental Health's Green Business Program for auto repair facilities.
43. A sign permit shall be obtained for any new signage on the site associated with the new repair business.
44. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

Indemnification Agreement

The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the

event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council for review. The City Council may, at that meeting, review the decision of the Planning Commission and set the matter for public hearing.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final following City Council review and thirty (30) days following the Planning Commission's decision, unless an appeal is filed in writing with the City Clerk.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of September 21, 2026, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____

CHAIRPERSON

RESOLUTION NO. 2026-10

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA
DENYING A CONDITIONAL USE PERMIT AND COASTAL DEVELOPMENT PERMIT
FOR AUTO BODY REPAIR AND PAINT (CALIBER COLLISION CENTER) TO BE
LOCATED AT 402 WEST 35TH STREET, SUITE A & C.
CASE FILE NO. 2026-04 CUP, CDP
APN: 562-310-59-00

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit and Coastal Development Permit for auto body repair and paint (Caliber Collision Center) to be located at 402 West 35th Street, Suites A & C at a duly advertised public hearing held on September 21, 2026, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearing, the Planning Commission considered the staff report contained in Case File No. 2026-04 CUP, CDP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on September 21, 2026, support the following findings:

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed use could produce fumes from the painting of vehicles and/or vehicles parts as well as noise from the conduct of auto body work.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council for review. The City Council may, at that meeting, review the decision of the Planning Commission and set the matter for public hearing.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final following the City Council review and thirty (30) days following the Planning Commission's decision, unless an appeal is filed in writing with the City Clerk.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of September 21, 2026, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____
CHAIRPERSON

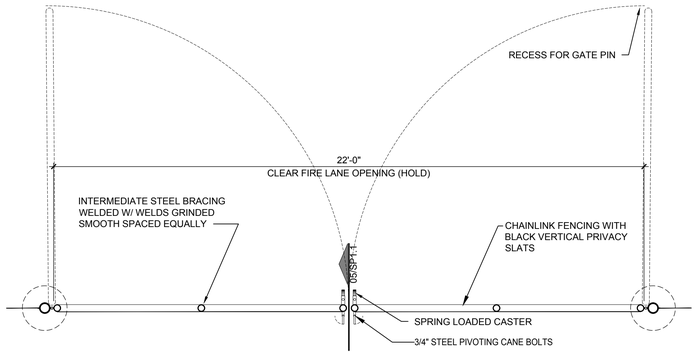
2026-04 CUP, CDP – 402 W. 35th Street – Overhead



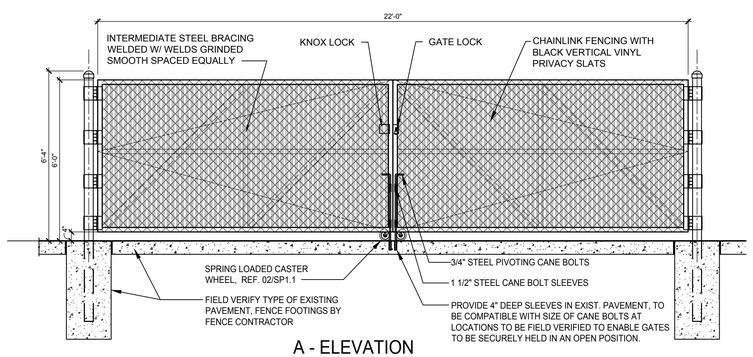
N

ATTACHMENT 2

EXHIBIT A
CASE FILE NO.: 2026-04 CUP, CDP
DATE: 7/17/2026

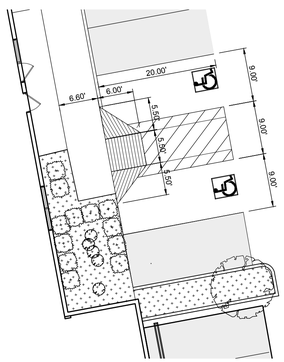


B - PLAN VIEW

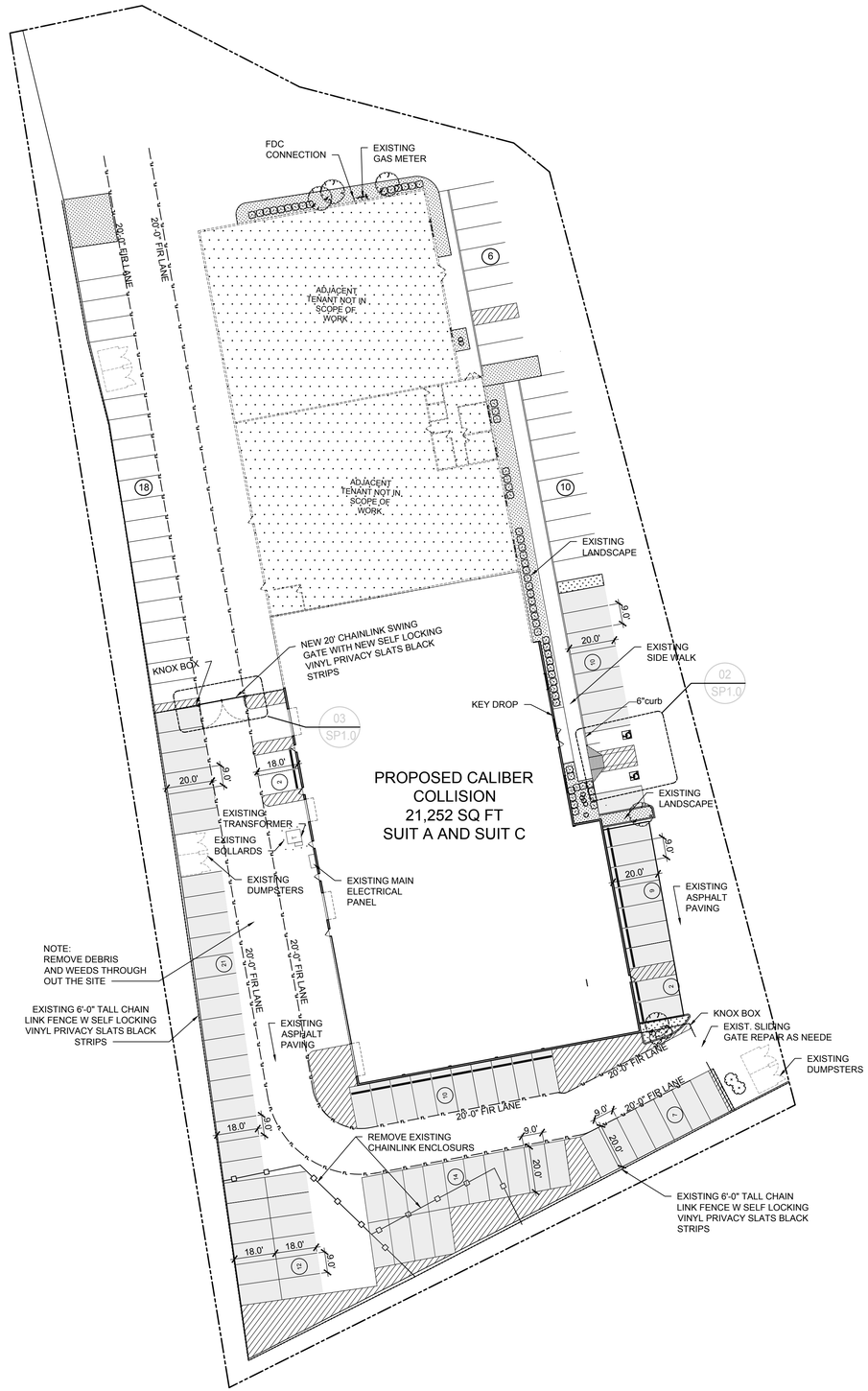


A - ELEVATION

03 CHAIN LINK SWING GATE PLAN AND ELEVATION
SCALE: 3/8" = 1'-0"



02 ENLARGED HC. STALLS
SCALE: 1" = 10'-0"



02 SITE PLAN
SCALE: 1" = 30'-0"

TRUE NORTH
PLAN NORTH

SITE GENERAL NOTES:

1. STRIPE PARKING LOT AS SHOWN. PROVIDE 4" WIDE STRIPING, COLOR PER CITY STANDARDS.
2. PATCH AND REPAIR DAMAGED ASPHALT/CONCRETE PAVING AREAS AS NEEDED. RE-SEAL ALL PAVED AREAS WITHIN THE PROPERTY LINES.
3. PROVIDE A KNOX PADLOCK AT THE GATES. PROVIDE A KNOX BOX 3500 SERIES MAIN BUILDING ENTRY AND ACCESSORY BUILDING MOUNTED AT FIRE MARSHALS 5'-0 A.F.F.
4. CONTRACTOR TO MAINTAIN EXISTING LANDSCAPING DURING CONSTRUCTION.

LEGEND

LS = LANDSCAPED AREA (EXISTING)
EXISTING TREE
EXISTING SHRUBS
CALIBER PARKING STALLS
EXISTING ADJACENT TENANT

SITE DATA

TOTAL BUILDING SQ FT, SUIT "A" AND SUIT "C"..... 21,252 SQ FT

ZONING..... C-2 (GENERAL COMMERCIAL)

USE:..... AUTO BODY PAINT & REPAIR SHOP

PARKING:

EMPLOYEE PARKING = ...21 SPACES
SHORT TERM VEHICLE STORAGE:.....64 SPACES
TOTAL PARKING PROVIDED.....85 SPACES

TOTAL BUILDING AREA:..... ± 39,900 SQ FT
18,648 SQ FT @ 1/500 =.....38 SPACES REQUIRED
21,252 SQ FT @ 1/800 =.....27 SPACES REQUIRED
TOTAL REQUIRED:.....65 SPACES REQUIRED

TOTAL PROVIDED:.....119 SPACES
OPEN AVAILABLE PROVIDED:.....55 SPACES
GATED FOR SUITES A-C:.....64 SPACES

LICENSED ARCHITECT
06/30/2028
Renewal Date
STATE OF CALIFORNIA

Bret FLORY

ARCHITECT:
BRET FLORY
1913 GARDENGROVE COURT
PLANO, TX 75075
P: 972.467.9749

CALIBER COLLISION
402 WEST 35TH ST SUITE "A"
NATIONAL CITY, CA.

DATE:
07/03/2026

PROJECT NUMBER:
26519

ISSUE LOG

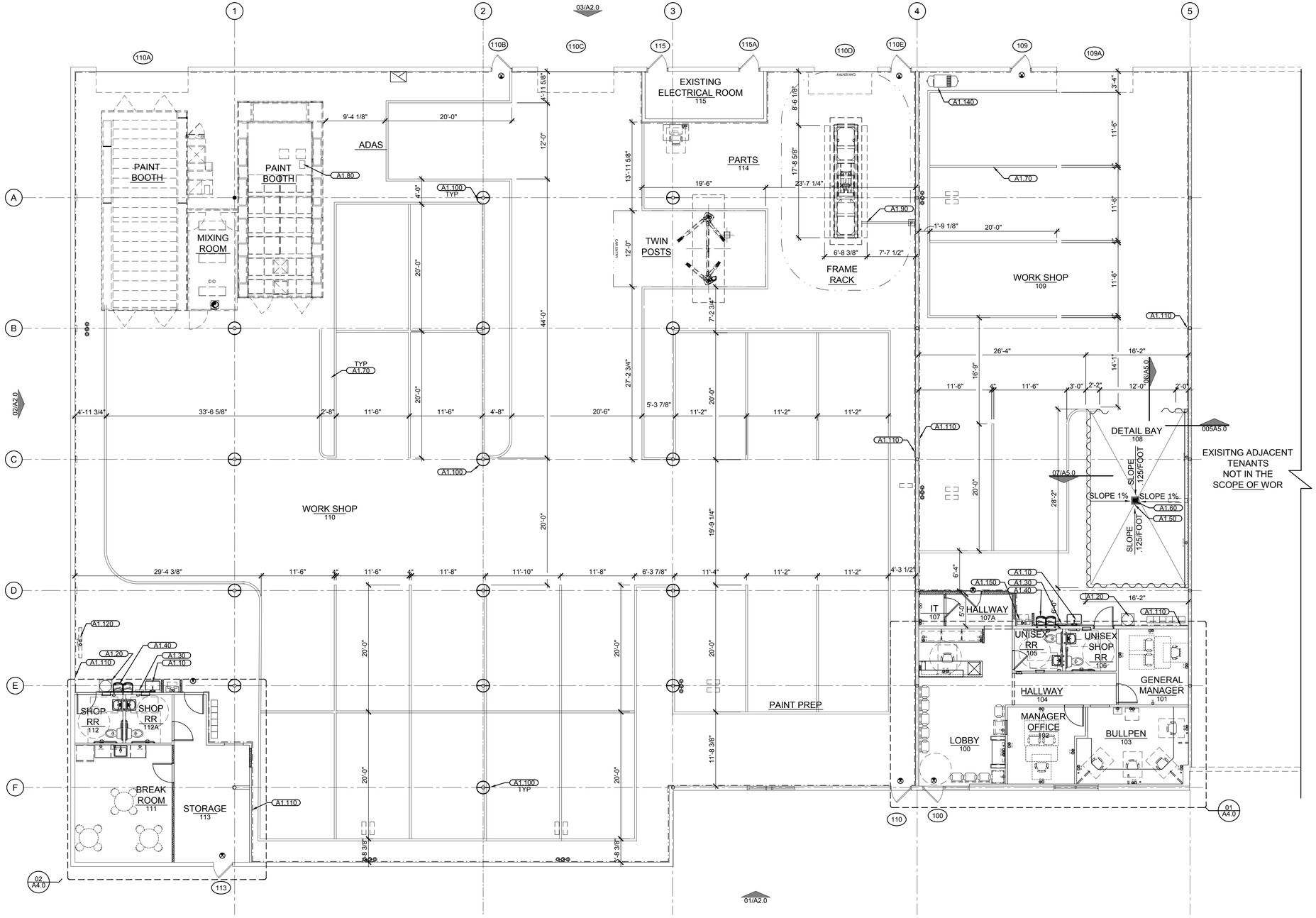
NO	DATE

DRAWINGS ISSUED FOR:
PERMIT SET

SHEET NUMBER
SP1.0

SITE PLAN

COPYRIGHT © 2024



01 FLOOR PLAN BUILDING "A"

SCALE: 1/8" = 1'-0"

TRUE NORTH

PLAN NORTH

KEY NOTES:

- A1.10 EXISTING FLOOR MOUNTED WASH/ MOP SINK.
- A1.20 WATER HEATER ON SHELF (REF MEP).
- A1.30 EMERGENCY EYE WASH SINK.
- A1.40 HI.LO WATER FOUNTAIN (REFER MEP).
- A1.50 FLOOR DRAIN REFER MEP FOR ADDITIONAL INFORMATION. (TRAFFIC RATED FLOOR DRAIN & COVER @ DETAIL BAY, ROOM 111)
- A1.60 TRAFFIC RATED AREA DRAIN REFER MEP FOR ADDITIONAL INFORMATION.
- A1.70 4" WIDE STRIPING PAINTED TRAFFIC YELLOW 4" WIDE STRIPING(16" O.C. DIAGONAL PATTERN @ EMERGENCY EGRESS PATHS ONLY IF REQUIRED).
- A1.80 RECESSED CONCRETE SLAB (REFER STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION.
- A1.90 VERIFY EXACT LOCATION FOR 2" PVC SLEEVE LOCATION AND EXACT PLACEMENT OF EQUIPMENT WITH OWNER (REF. SHEET A1.4).
- A1.100 COLUMN PROTECTION BY "COLUMN CENTURY" AT EVERY EXPOSED COLUMN. PAINT COLUMN ABOVE PROTECTOR TRAFFIC YELLOW. TO BOTTOM OF THE DECK
- A1.110 3/4" FIRE RETARDANT PLYWOOD UP TO 96" ON ALL GYPSUM BOARD WALLS FACING SHOP AREA ONLY
- A1.120 DIGITAL SCORE BOARD
- A1.130 SURFACE MOUNTED FRAME RACK
- A1.140 NEW COMPRESSOR, REFER MEP
- A1.150 EMPLOYEE TIME CARD

PARTITION LEGEND

- EXISTING WALLS
- NEW STUD WALL
- INDICATES FRP (REF. FIN. SCHEDULE AND ELEVATIONS)
- INDICATES 8'-0" HIGH FIRE RETARDANT 3/4" PLYWOOD WAINSCOT (REF. FIN. SCHEDULE AND ELEVATIONS)
- 3 HR FIRE BARRIER

GENERAL NOTES:

FLOOR PLAN:

1. ALL DIMENSIONS NOTED OR SHOWN ARE TAKEN FROM FACE OF STUD/ CMU UNLESS NOTED OTHERWISE.
2. ALL EQUIPMENT IS NOT SHOWN FOR CLARITY (REFER SHEET A1.4 FOR ALL EQUIPMENT).
3. FIRE SPRINKLER/ ALARM SYSTEM TO BE DESIGNED BY A LICENSED FIRE PROTECTION CONTRACTOR. INSTALL LATERAL LINES TO BE HELD TIGHT AGAINST THE BOTTOM OF STRUCTURE.
4. GC TO INSTALL FIRE EXTINGUISHERS PER THE FIRE MARSHAL RECOMMENDATIONS AND CODE REQUIRED LOCATIONS.
5. REFER SHEET A3.0 FOR PARTITION TYPE, CONTROL JOINT, AND METAL STUD INFORMATION.

LICENSED ARCHITECT
06/30/2028
Renewal Date
STATE OF CALIFORNIA

Bret FLORY

ARCHITECT:
BRET FLORY
1913 GARDENGROVE COURT
PLANO, TX 75075
P: 972.467.9749

CALIBER COLLISION
402 WEST 35TH ST SUITE "A"
NATIONAL CITY, CA.

DATE:
07/03/2026

PROJECT NUMBER:
26519

ISSUE LOG

NO	DATE

DRAWINGS ISSUED FOR:
PERMIT SET

SHEET NUMBER
A1.0

FLOOR PLAN

COPYRIGHT © 2024

NOTICE OF PUBLIC HEARING

DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND A CONDITIONAL USE PERMIT AND COASTAL DEVELOPMENT PERMIT FOR AUTO BODY REPAIR AND PAINT (CALIBER COLLISION CENTER) TO BE LOCATED AT 402 WEST 35TH STREET, SUITES A & C.

CASE FILE NO.: 2026-04 CUP, CDP

APN: 562-310-59-00

NOTICE IS HEREBY GIVEN that the National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday**, **September 21, 2026**, in the City Council Chambers, located at the Civic Center, 1243 National City Boulevard, National City, California, on the following item:

The applicant (Applicant: Rely-On Technologies) is proposing to convert two existing commercial suites, Suite A comprised of 16,355 square feet and Suite C comprised of 4,902 square feet, into an auto body and paint shop (Caliber Collision Center). The proposed facility would include two spray booths, a paint mix room, and a wash bay with clarifier. Planning Commission will also consider the staff determination that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, Section 15301 (Existing Facilities).

Information is available for review at the City's Planning Division, Civic Center. Members of the public are invited to comment orally at the hearing or in writing. Written comments should be received by the Planning Division on or before 2:00 p.m., **September 21, 2026** by submitting it to PlcPubComment@nationalcityca.gov. Planning staff can be contacted at 619-336-4310 or planning@nationalcityca.gov.

Under California Government Code section 65009, if you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

ATTACHMENT 4



Public Hearing

CONDITIONAL USE PERMIT AND COASTAL DEVELOPMENT PERMIT FOR AUTO BODY REPAIR AND PAINT (CALIBER COLLISION CENTER) TO BE LOCATED AT 402 WEST 35TH STREET, SUITES A & C.

2026-04 CUP, CDP

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

EXHIBIT C

Overhead



Site Characteristics

- 402 W. 35th Street
  - Light Manufacturing (ML-CZ) zone – CDP required
  - 97,000 sq. ft. property
  - 39,684 sq. ft. multi-tenant building – light industrial uses
  - Suites A & C comprise 21,237 sq. ft.
  - 119 on-site parking spaces
    - To be split between existing and new tenant
- Located west of NCB and south of SH-54; I-5 and MTS directly to the west
- Surrounded by commercial/light industrial uses along W. 35th Street
  - Marshland and residential properties in the City of Chula Vista to the south

W. 35th Street View



East and South Views





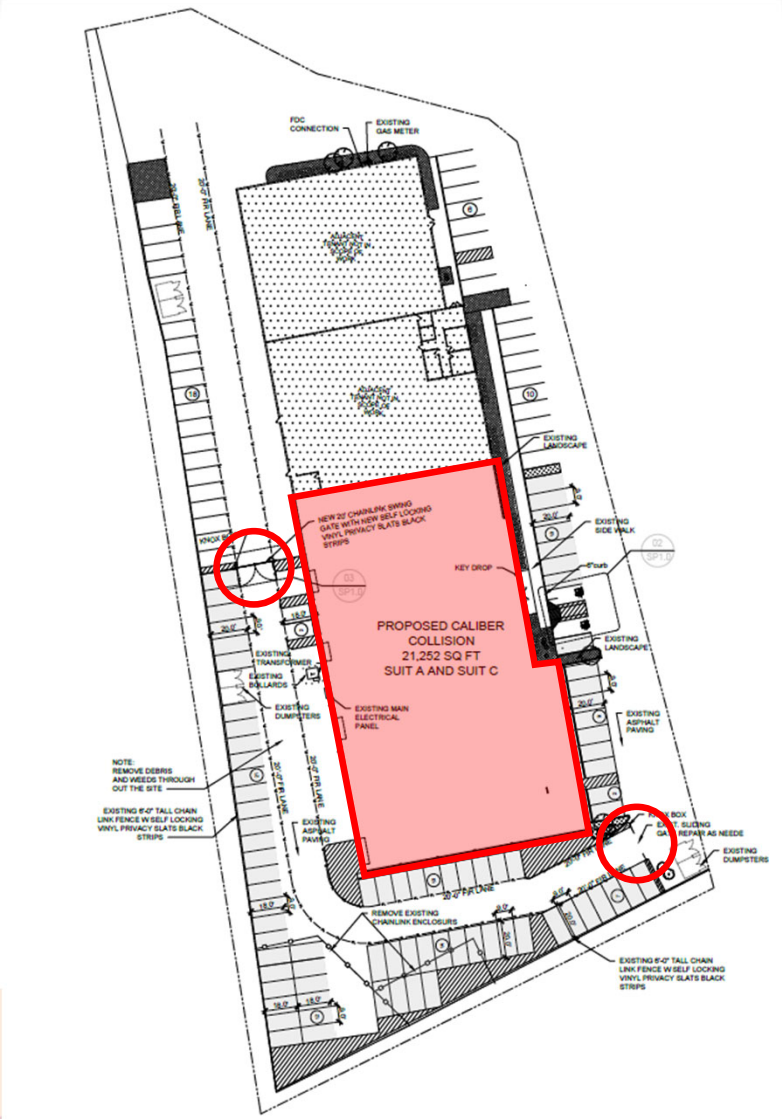
West View



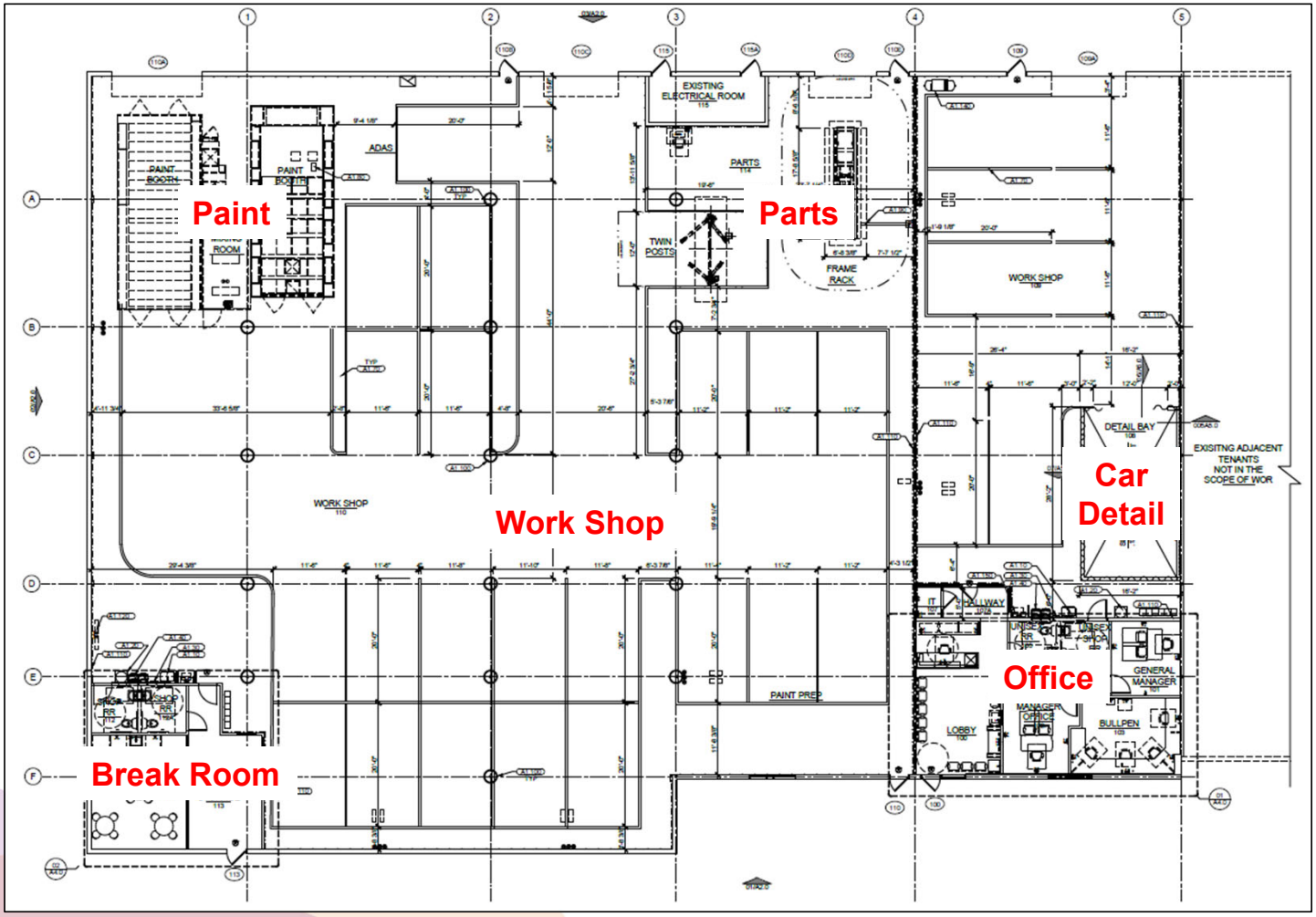
Proposal

- The applicant proposes to open an auto body and paint shop (Caliber Collision).
  - Business will be relocating from 2013 Haffley Ave
  - National chain with over 1,800 locations specializing in collision repair
  - Requires specialized equipment:
    - Two spray paint booths
    - Paint mix room
    - Wash bay with clarifier
  - Hours of operation are 7:30 am to 5:30 pm Monday through Friday
  - Approximately 15 employees
- SDAPCD and “priority project” under storm water requirements

Site Plan


FDC CONNECTION
EXISTING GAS METER
EXISTING LANDSCAPE
EXISTING SIDE WALK
KEY DROP
PROPOSED CALIBER COLLISION
21,252 SQ FT
SUIT A AND SUIT C
EXISTING TRANSFORMER
EXISTING BOLLARDS
EXISTING DUMPSTERS
EXISTING MAIN ELECTRICAL PANEL
EXISTING ASPHALT PAVING
NOTE: REMOVE DEBRIS AND WEEDS THROUGH OUT THE SITE
EXISTING 6'-0" TALL CHAIN LINK FENCE W SELF LOCKING VINYL PRIVACY SLATS BLACK STRIPS
REMOVE EXISTING CHAINLINK ENCLOSURES

Floor Plan


Paint
Parts
Work Shop
Car Detail
Office
Break Room
EXISTING ELECTRICAL ROOM
PARTS
TWIN POSTS
FRAME RACK
WORK SHOP
DETAIL BAY
EXISITNG ADJACENT TENANTS NOT IN THE SCOPE OF WOR
PAINT PREP
LOBBY
BULLPEN
GENERAL MANAGER
ADAS

Staff Analysis

- Project is subject to standards of the ML-CZ zone and Chapter 18.72 of the previous LUC.
- ML-CZ zone
  - Both auto body repair and auto paint are permitted with the approval of a CUP
  - Additional findings of approval for the Coastal Development Permit
  - Minimum lot area of 7,500 for auto repair; frontage and setbacks were previously established
- Chapter 18.72 – Automotive and Allied Services
  - Screening is required when use is adjacent to a residential zone
    - Faces residential properties across the marsh in Chula Vista; applicant added screening to their plans
  - Painting is required to be conducted in an enclosed building
  - Limits to hours of operation for painting and body work
    - Requested hours comply with most stringent requirement

Staff Analysis – Cont.

- Other Applicable Permits
  - An air quality permit from SDPACD is required
  - A “priority project” storm water permit from the Engineering Department is required
- Previous CUP at 2013 Haffley Avenue (2008)
  - Several conditions of approval were recommended by the Environmental Health Coalition (EHC)
    - Limit the potential to increase air quality issues within the City
    - Previous conditions of approval are proposed to be adopted for the new location (40, 41, 42) for the use of water-based paints, emissions capture, and certification as a “green business” through San Diego County of Environmental Health

Comments/Conditions of Approval

- SDAPCD
- Previous Comments from EHC
- Department Comments from Building, Engineering, and Fire related to the proposed use and building modifications
- Proof of permits/completion of improvements required before operations start
- Storage of vehicles and screening
- Trash enclosure/landscaping/signage
- Hours of operation

Summary

- Proposed uses are consistent with the General Plan and Local Coastal Program
  - Auto body repair and paint permitted with granting of CUP
  - Site is large enough to accommodate the use
  - Use to be conducted in an enclosed building
  - Vehicles stored outdoors will be screened
  - Hours of operation to be limited
  - Proposed within an existing building/development

Options

- Find project exempt from CEQA & approve 2026-04 CUP, CDP based on findings listed in the draft resolution / findings determined by the Commission; or
- Find project not exempt from CEQA and/or deny 2026-04 CUP, CDP based on findings listed in the draft resolution / findings determined by the Commission; or
- Continue the item for additional information
- Staff recommending approval
- Notice of Decision to City Council
- Staff to provide notice to California Coastal Commission

AGENDA REPORT

Department: **Planning**
Prepared by: **Sophia Depew, Associate Planner**
Meeting Date: **Tuesday, October 6, 2026**
Approved by: **Douglas J. Schulze, City Manager**

SUBJECT:
Notice of Decision – Planning Commission Decision of a Conditional Use Permit (CUP) for Off-Sale Beer, Wine, and Distilled Spirits at a Convenience Store Located at 2945 Highland Avenue.

RECOMMENDATION:
Staff Recommends Approval of the Conditional Use Permit (CUP) Request for the ABC Type 21 Off-Sale License for Beer, Wine, and Distilled Spirits at an Existing Gas Station Convenience Store (Party Time Market), Subject to the Recommended Conditions in the Attached Planning Commission Resolution No. 2026-08, and a Determination that the Project is Exempt from CEQA.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
The Planning Commission recommended approval of the Conditional Use Permit with modified conditions by a vote of 5-1.

The modified condition extended the hours in which alcohol may be sold. Planning Commission approved alcohol sales from 6:00 a.m. to 12:00 a.m. daily.

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

EXPLANATION:
The applicant has applied for a California Department of Alcoholic Beverage Control (ABC) Type 21 license, which allows for the sale of beer, wine, and distilled spirits for off-site consumption at an existing gas station convenience store. The store will be expanding by 3,173 square feet into two existing attached commercial suites in the same building. The store will operate 24 hours a day. The applicant is proposing alcohol sales are from 6:00 a.m. to 2:00 a.m. daily. Staff has recommended modified hours from 8:30 a.m. to 12:00 a.m. Monday through Friday, and 8:00 a.m. to 12:00 a.m. Saturday and Sunday. Planning Commission approved alcohol sales from 6:00 a.m. to 12:00 a.m. daily.

The Planning Commission conducted a public hearing on September 21, 2026, and voted to recommend approval of the request based on the attached findings and modified conditions of approval in Exhibit A, Planning Commission Resolution No. 2026-08. The attached Planning Commission staff report in Exhibit B describes the proposal in detail.

FINANCIAL STATEMENT:
An application fee of $3,000 was paid with the submittal of the subject CUP. Fees are anticipated to cover the cost of staff review time and processing of the permit.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:
This is a project under CEQA subject to a Categorical Exemption. Existing Facilities. CCR 15301(c).

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

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – 2026-08 PC Resolution
Exhibit B – Planning Commission Staff Report with attachments
Exhibit C – 9/21/26 Planning Commission PowerPoint slides

RESOLUTION NO. 2026-08

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA DETERMINING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND APPROVING A CONDITIONAL USE PERMIT FOR THE SALE OF BEER, WINE, AND DISTILLED SPIRITS (ABC TYPE-21) AT AN EXISTING CONVENIENCE STORE (PARTY TIME MARKET) LOCATED AT 2945 HIGHLAND AVENUE.
CASE FILE NO. 2026-06 CUP
APN: 563-121-27-00

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for off-site sale of beer, wine, and distilled spirits at an existing gas station convenience store located at 2945 Highland Avenue at a duly advertised public hearing held on September 21, 2026, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearing, the Planning Commission considered the staff report contained in Case File No. 2026-06 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on September 21, 2026, support the following findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code because alcohol sales are allowable within the Major Mixed-Use Corridor zone, pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report. Sales will be incidental to the existing convenience store in a mixed-use area.

2. The proposed use is consistent with the General Plan and any applicable specific plan, because the Land Use Code permits alcohol sales, subject to a CUP, which is consistent with the General Plan. In addition, a convenience store with alcohol

sales is consistent with the Major Mixed-Use Corridor zone land use designation contained in the Land Use Code and General Plan.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because no expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because no expansion of the building is proposed. The proposed use would be incidental to the primary use of a convenience store.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed use will be subject to conditions that limit hours and the manner in which alcohol is sold. In addition, all staff members involved in the sale of alcohol are required to receive RBSS training.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building and the use is similar to other commercial uses in the area, which are permitted in the Major Mixed-Use Corridor zone.

7. The proposed use is deemed essential and desirable to the public convenience or necessity, because the convenience store, a permitted use in the Major Mixed-Use Corridor zone, will benefit from the sale of alcohol. The sale of beer, wine, and distilled spirits will contribute to a diversity of local community offerings in the area.

8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the off-site sales of alcoholic beverages in accordance with applicable law and the recommended conditions. The use, as proposed and conditioned, will operate in harmony with surrounding uses, will not cause a nuisance, and will benefit the community with a more diverse selection of goods to purchase from the store.

BE IT FURTHER RESOLVED that the application for a Conditional Use Permit is approved subject to the following conditions:

General

1. This Conditional Use Permit authorizes the sale of beer, wine, and distilled spirits for off-site consumption at an existing convenience store (Party Time Market) located at 2945 Highland Avenue. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2026-06 CUP, dated 07/16/2026.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant or owner shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant or owner shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
3. This permit shall become null and void at such time as there is no longer a Type 21 California Department of Alcoholic Beverage Control license associated with the property.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
5. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
6. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval or applicable law.
7. *Within four* (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the County Clerk and submitted to the National City Planning Department.

Planning

8. No sales of distilled spirits shall be permitted until the applicant has been issued a Type 21 license from the California Department of Alcoholic Beverage Control.
9. The sale of alcoholic beverages shall be permitted between the hours of 6:00 a.m. to 12:00 a.m. daily.
10. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
11. The premises shall be kept free of graffiti and litter in conformance with the National City Municipal Code. The operator or property manager shall take responsive action within a 24-hour period upon receipt of any notice provided by Code Enforcement pertaining to graffiti or litter.
12. Containers of alcoholic beverages may not be stored on the premises, after being sold to patrons, for the purpose of later consumption.
13. The consumption of alcoholic beverages is prohibited on the subject premises, including the parking lot.
14. Permittee shall post signs prohibiting loitering and consumption of alcohol on the premises.
15. All required signage regulating alcohol sales and activities associated with the purchase and/or consumption of alcohol shall be posted in both English and Spanish.
16. Exterior advertising and signs of all types, promoting or indicating the availability of alcoholic beverages, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of alcoholic beverages and signs, which are clearly visible to the exterior, shall constitute a violation of this condition.
17. The sale of beer or malt beverages in quantities of quarts, 22-ounce, 32-ounce, 40-ounce, or similar size containers is prohibited.
18. No beer products shall be sold of less than manufacturer’s prepackaged three-pack quantities of 24-ounce cans per sale. There shall be no sale of single cans or bottles.
19. Wine shall not be sold in containers of less than 750 milliliters. The sale of wine with an alcoholic content greater than 15% by volume is prohibited.
20. Distilled spirits shall not be sold in containers of less than 750 milliliters.

21. Flavored malt beverages, also known as premium malt beverages and flavored malt coolers, and sometimes commonly referred to as wine coolers, may be sold only by four-pack or other manufacturer's prepackaged multi-unit quantities.
22. All cups and containers shall be sold at or above prevailing prices and in their original multi-container packages of no fewer than 12, and no cups and containers shall be given free of charge.
23. Ice may be sold only at or about prevailing prices in the area and in quantities of not less than three pounds per sale. Ice shall not be provided free of charge.
24. The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of all other commodities during the same period. The applicant shall at all times keep records which reflect separately the gross sales of alcoholic beverages and the gross sales of all other items (excluding gasoline). Said records shall be kept no less frequently than on a quarterly basis and shall be made available to the City Finance Department and any Peace Officer of the California Department of Alcoholic Beverage Control upon demand.
25. The alcohol area, as shown in Exhibit A, shall remain fully secured and locked during the hours in which the sale of alcohol is prohibited by this Conditional Use Permit.
26. Alcohol sales shall be limited to the register located within the secured alcohol area as shown in Exhibit A.
27. Outdoor areas shall be well lit so as to provide safe pedestrian access and to eliminate dark areas.
28. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.
29. The business shall be required to obtain all applicable permits associated with the proposed improvements for the market expansion.

Police

30. The permittee shall comply with all applicable law, including, but not limited to the regulatory provisions of the Business and Professions Code that pertain to the sale, serving, and consumption of alcoholic beverages.

Indemnification Agreement

The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in

its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council for review. The City Council may, at that meeting, review the decision of the Planning Commission and set the matter for public hearing.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final following City Council review and thirty (30) days following the Planning Commission’s decision, unless an appeal is filed in writing with the City Clerk.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of September 21, 2026, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____
CHAIRPERSON

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

PLANNING COMMISSION STAFF REPORT

Title:	PUBLIC HEARING – DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND CONDITIONAL USE PERMIT FOR THE SALE OF BEER, WINE, AND DISTILLED SPIRITS (ABC TYPE-21) AT AN EXISTING CONVENIENCE STORE (PARTY TIME MARKET) LOCATED AT 2945 HIGHLAND AVENUE.
Case File No.:	2026-06 CUP
Location:	2945 Highland Avenue
Assessor's Parcel No.:	563-121-27-00
Staff report by:	Sophia Depew, Associate Planner
Applicant:	Windy Cove Inc. by Adeeb Brikho
Zoning designation:	Major Mixed-Use Corridor (MXC-2)
Adjacent use and zoning:	
North:	Commercial / MXC-2
East:	Single-Family Residential and Commercial / RS-2 and MXC-2
South:	Starbucks across E. 30th Street / MXC-2
West:	Sweetwater High School across Highland Avenue / Institutional (I)
Environmental review:	Categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities)
Staff recommendation:	Approve

Staff Recommendation

Staff recommends approval of the ABC Type 21 off-sale license for beer, wine, and distilled spirits at an existing gas station convenience store (Party Time Market), subject to the recommended conditions in the attached resolution and a determination that the project is exempt from CEQA. The sale of alcohol is a conditionally-allowed use in the Major Mixed-Use Corridor zone and would continue to be accessory to the convenience store.

Executive Summary

The applicant has applied for a California Department of Alcoholic Beverage Control (ABC) Type 21 license, which allows for the sale of beer, wine, and distilled spirits for off-site consumption at an existing gas station convenience store. The store will be expanding by 3,173 square feet into two existing attached commercial suites in the same building. The store will operate 24 hours a day. The applicant is proposing alcohol sales are from 6:00 a.m. to 2:00 a.m. daily. Staff has recommended modified hours from 8:30 a.m. to 12:00 a.m. Monday through Friday, and 8:00 a.m. to 12:00 a.m. Saturday and Sunday.

Site Characteristics

The applicant operates a gas station and convenience store at 2945 Highland Avenue on the northeast corner of Highland Avenue and East 30th Street in the Major Mixed-Use Corridor (MXC-2) zone. The site is mostly adjacent to existing commercial uses and single-family homes on the same block, with Sweetwater High School located across Highland Avenue. The approximately 22,651-square-foot lot includes fuel pumps, a canopy, parking, and an existing 4,775 square-foot commercial building. The convenience store currently occupies approximately 1,602 square feet of the existing building, while the remaining 3,173 square feet of the building is currently vacant. The gas station was approved prior to the requirement for a CUP and the convenience store was approved through a CUP in 2014.

The applicant intends to expand the convenience store into the vacant space to occupy the full 4,775 square-foot building. The expanded convenience store will provide a dedicated space for the preparation and sale of fresh food and beverage items, the sale of a larger array of convenience items, and the sale of beer, wine, and distilled spirits.

Due to the proximity of Sweetwater High School, all alcoholic beverages will be located within a secure area of the store that is not freely accessible to the

general public. The alcohol area will be secured through a turnstile crossbar system and will be restricted to individuals who have been verified by staff to be 21 years of age or older. To access the secured area, an individual must present identification in accordance with ABC requirements before the cashier will activate the turnstile. Staff will be trained in responsible beverage service practices, including age verification and refusal protocols. Customers are required to purchase alcohol at the register located within the secured area before returning to the convenience store.

Proposed Use

The applicant proposes to sell beer, wine, and distilled spirits (ABC Type-21) from 6:00 a.m. to 2:00 a.m. daily. Staff has recommended modified hours from 8:30 a.m. to 12:00 a.m. Monday through Friday, and 8:00 a.m. to 12:00 a.m. Saturday and Sunday. In addition, the applicant intends to expand the existing convenience store into the two neighboring suites, occupying the entire commercial building on site, increasing the convenience store from 1,602 square feet to 4,775 square feet. The expansion will include additional space for the convenience store, a hot food area, and a secure area dedicated to alcohol sales. Approximately 1,560 square feet (40 percent) of the total market floor area will be dedicated to alcohol. This includes a mix of shelving and beverage coolers containing a variety of beer, wine, and distilled spirits.

Alcohol sales will be accessory to the convenience store use. To remain accessory, the quarterly gross sales of alcoholic beverages for the convenience store shall not exceed the gross sales of all other commodities during the same period (excluding gasoline). The applicant estimates alcohol sales will comprise only 19 percent of the store's revenue based on similar convenience stores operated by the applicant. Per City Council Policy 707, the applicant shall at all times keep records which reflect separately the gross sales of alcoholic beverages and the gross sales of all other items. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to the City Finance Department and any Peace Officer of the California Department of Alcoholic Beverage Control upon demand. This is included as a condition of approval.

Analysis

Section 18.30.050 of the Land Use Code allows for alcohol sales for off-site consumption with an approved Conditional Use Permit (CUP). Additional requirements for alcohol CUPs include expanded notification, a community

meeting, and distance requirements. City Council Policy 707 also regulates alcohol sales in the city.

Hours of Operation

The applicant is proposing to sell beer, wine, and distilled spirits (ABC Type-21) from 6:00 a.m. to 2:00 a.m. daily. Based on previous approvals for alcohol sales at convenience stores and comments provided by IPS, staff has recommended modified hours. Staff is recommending 8:30 a.m. to 12:00 a.m. Monday through Friday and 8:00 a.m. to 12:00 a.m. Saturday and Sunday. Conditions of approval reflect staff's recommendation.

The most recent convenience stores approved for alcohol sales are Circle K on Harbor Drive Civic Center Drive, and 7-Eleven at 110 National City Boulevard. Circle K was approved in 2018 for beer and wine sales from 8:00 a.m. to 12:00 a.m. daily. 7-Eleven was approved in 2020 for beer, wine, and distilled spirits from 6:00 a.m. to 12:00 a.m. daily, however the project was never exercised. In addition to previous approvals, staff considered IPS comments related to reducing alcohol availability during the time students travel to school. Instruction begins at 8:30 a.m. for Sweetwater High School. Staff has recommended alcohol sales begin no earlier than 8:30 a.m. Monday through Friday to accommodate.

Mailing - All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications. Notice of this public hearing was sent to 178 occupants and owners (Attachment 4). No public comment has been received as of the writing of this report.

Community Meeting - Pursuant to Section 18.30.050 (C) of the Land Use Code, a community meeting was held on Thursday, January 15, 2026 at 12:00 p.m. at the convenience store. The meeting advertisement is attached (Attachment 8); no community members attended the meeting.

Distance Requirements - Chapter 18.030.050 (D) of the National City Zoning Code has no minimum distance requirements from schools or other uses for grocery stores, convenience stores or other retail establishments involving the sale of alcohol for off-site consumption as an accessory use.

Liquor stores, or other businesses where the principal use involves the sale of alcohol for off-site consumption would not be permitted at this location because it is within 660 feet of a public school (Sweetwater High School).

Alcohol Sales Concentration/Location

According to the California Department of Alcoholic Beverage Control (ABC), there are currently three off-sale license in Census Tract 116.02, where a maximum of two are recommended. Therefore, the census tract is considered to be over concentrated by ABC with regard to off-site alcohol sales outlets. However, many of the issues related to off-sale licenses are related to the availability of smaller quantities and cheaper products, most of which are related to businesses not originally subject to a CUP (legal nonconforming). Businesses with CUPs are limited to the quantity and size of beer bottles (e.g., no sale of single cans or bottles) and the size of wine bottles and their alcoholic content (e.g., containers less than 750 milliliters nor greater than 15% content by volume).

Police Department (PD)

The ABC Risk Assessment provided by PD allocated a total of 12 points, which places it in the Low Risk category (Low Risk is considered 12 points or less). Of note, PD recommended the business take steps to secure/monitor alcohol on the sales floor due to the high school across the street in an effort to prevent theft, underage drinking, and other alcohol related crimes. Alcohol will be located in a secured area of the store and will require identification before entering. The risk assessment is included as Attachment 6.

Institute for Public Strategies (IPS)

Comments were received from IPS with the following considerations:

1. Prohibit exterior alcohol advertising, window signage, and promotional materials visible from Sweetwater High School or public rights-of-way frequented by students.
2. Locate alcohol displays away from entrances, exits, checkout areas, and windows visible from the school campus.
3. Require clear signage stating that sales to persons under 21 years of age are prohibited and that identification is required for all alcohol purchases.
4. Ensure adequate lighting is maintained around the building, parking areas, and pedestrian access points during all operating hours.
5. Maintain the premises free of litter and alcohol-related debris through regular inspections of the property and adjacent public areas.
6. Consider limiting alcohol sales hours to reduce late-night activity and potential disturbances in the surrounding area. Additionally, restricting

alcohol sales during times when students are traveling to school may help reduce youth exposure and access to alcohol products.

Standard conditions of approval are included in the report in compliance with City Council Policy 707. Additional conditions of approval are included that address IPS comments including reduced hours and additional lighting. IPS comments are included as Attachment 7.

Findings for Approval

The following are the required findings in the attached draft resolution:

1. Allowable Use: Alcohol sales in conjunction with a convenience store are allowable within the Major Mixed-Use Corridor zone, pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report. The use is incidental to the existing convenience store in a mixed-use area.

2. General Plan Consistency: Alcohol sales are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. In addition, a convenience store with alcohol sales is consistent with the Major Mixed-Use Corridor zone land use designation contained in the Land Use Code and Land Use Element of the General Plan.

3. Compatibility, LUC, and Traffic: No expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints. The proposed uses would be incidental to the primary use of a convenience store.

4. No Nuisance: The proposed use will be subject to conditions that limit hours and the manner in which alcohol is sold. In addition, all staff members involved in the sale of alcohol are required to receive RBSS training.

5. California Environmental Quality Act (CEQA): The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing

Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building, and the use is similar to other commercial uses in the area, which are permitted in the Major Mixed-Use Corridor zone.

6. Public Convenience and Necessity: The convenience store, a permitted use in the Major Mixed-Use Corridor zone, will benefit from the sale of alcohol. The sale of beer, wine, and distilled spirits will contribute to a diversity of local commercial offerings in the area.

Findings for Denial

The following are findings for denial:

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the census tract in which the subject property is located is currently over-concentrated with regard to off-sale alcohol outlets – three off-sale outlets operate currently in the census tract where two are recommended by the California Department of Alcoholic Beverage Control.

2. The proposed use is not deemed essential to the public necessity, as there are already three other off-sale outlets in the census tract.

3. Based on the above findings, public convenience and necessity will not be served by a proposed use of the property for the off-site sale of alcoholic beverages pursuant to law.

Conditions of Approval

Standard Conditions of Approval have been included with this permit as well as conditions specific to off-site alcohol sales per Council Policy 707 (hours of operation, employee training, and accessory sales, etc.).

Summary

The proposed use is consistent with the General Plan due to alcohol sales for off-site consumption being a conditionally-allowed use in the Major Mixed-Use Corridor zone and the addition of beer, wine, and distilled spirits to the existing

convenience store will be accessory to the market use in an established mixed-use area. While the Census Tract in which the business is located is considered over-concentrated with regard to off-sale alcohol licenses, the Police Department has classified the establishment as Low Risk.

Options

1. Find the project exempt from CEQA under Class 1 of the CEQA Guidelines Section 15301 or other exemption and approve 2026-06 CUP subject to the conditions included in the Resolution, or other conditions, and based on the findings included in the Resolution, or other findings to be determined by the Planning Commission; or,

2. Find the project not exempt from CEQA and/or deny 2026-06 CUP based on the attached findings, or findings to be determined by the Planning Commission; or,

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

Attachments

1. Draft Resolutions
2. Overhead
3. Applicant's Plans (Exhibit A, Case File No. 2026-06 CUP, dated (7/16/2026)
4. Public Hearing Notice (Sent to 178 property owners & occupants)
5. Census Tract & Police Beat Maps
6. Police Department Risk Assessment
7. IPS Comments
8. Community Meeting Information

RESOLUTION NO. 2026-08

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA DETERMINING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND APPROVING A CONDITIONAL USE PERMIT FOR THE SALE OF BEER, WINE, AND DISTILLED SPIRITS (ABC TYPE-21) AT AN EXISTING CONVENIENCE STORE (PARTY TIME MARKET) LOCATED AT 2945 HIGHLAND AVENUE.
CASE FILE NO. 2026-06 CUP
APN: 563-121-27-00

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for off-site sale of beer, wine, and distilled spirits at an existing gas station convenience store located at 2945 Highland Avenue at a duly advertised public hearing held on September 21, 2026, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearing, the Planning Commission considered the staff report contained in Case File No. 2026-06 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on September 21, 2026, support the following findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code because alcohol sales are allowable within the Major Mixed-Use Corridor zone, pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report. Sales will be incidental to the existing convenience store in a mixed-use area.

2. The proposed use is consistent with the General Plan and any applicable specific plan, because the Land Use Code permits alcohol sales, subject to a CUP, which is consistent with the General Plan. In addition, a convenience store with alcohol

sales is consistent with the Major Mixed-Use Corridor zone land use designation contained in the Land Use Code and General Plan.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because no expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because no expansion of the building is proposed. The proposed use would be incidental to the primary use of a convenience store.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed use will be subject to conditions that limit hours and the manner in which alcohol is sold. In addition, all staff members involved in the sale of alcohol are required to receive RBSS training.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building and the use is similar to other commercial uses in the area, which are permitted in the Major Mixed-Use Corridor zone.

7. The proposed use is deemed essential and desirable to the public convenience or necessity, because the convenience store, a permitted use in the Major Mixed-Use Corridor zone, will benefit from the sale of alcohol. The sale of beer, wine, and distilled spirits will contribute to a diversity of local community offerings in the area.

8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the off-site sales of alcoholic beverages in accordance with applicable law and the recommended conditions. The use, as proposed and conditioned, will operate in harmony with surrounding uses, will not cause a nuisance, and will benefit the community with a more diverse selection of goods to purchase from the store.

BE IT FURTHER RESOLVED that the application for a Conditional Use Permit is approved subject to the following conditions:

General

1. This Conditional Use Permit authorizes the sale of beer, wine, and distilled spirits for off-site consumption at an existing convenience store (Party Time Market) located at 2945 Highland Avenue. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2026-06 CUP, dated 07/16/2026.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant or owner shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant or owner shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
3. This permit shall become null and void at such time as there is no longer a Type 21 California Department of Alcoholic Beverage Control license associated with the property.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
5. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
6. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval or applicable law.
7. *Within four* (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the County Clerk and submitted to the National City Planning Department.

8. No sales of distilled spirits shall be permitted until the applicant has been issued a Type 21 license from the California Department of Alcoholic Beverage Control.
9. The sale of alcoholic beverages shall be permitted between the hours of 8:30 a.m. to 12:00 a.m. Monday through Friday and 8:00 a.m. to 12:00 a.m. Saturday and Sunday.
10. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
11. The premises shall be kept free of graffiti and litter in conformance with the National City Municipal Code. The operator or property manager shall take responsive action within a 24-hour period upon receipt of any notice provided by Code Enforcement pertaining to graffiti or litter.
12. Containers of alcoholic beverages may not be stored on the premises, after being sold to patrons, for the purpose of later consumption.
13. The consumption of alcoholic beverages is prohibited on the subject premises, including the parking lot.
14. Permittee shall post signs prohibiting loitering and consumption of alcohol on the premises.
15. All required signage regulating alcohol sales and activities associated with the purchase and/or consumption of alcohol shall be posted in both English and Spanish.
16. Exterior advertising and signs of all types, promoting or indicating the availability of alcoholic beverages, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of alcoholic beverages and signs, which are clearly visible to the exterior, shall constitute a violation of this condition.
17. The sale of beer or malt beverages in quantities of quarts, 22-ounce, 32-ounce, 40-ounce, or similar size containers is prohibited.
18. No beer products shall be sold of less than manufacturer’s prepackaged three-pack quantities of 24-ounce cans per sale. There shall be no sale of single cans or bottles.
19. Wine shall not be sold in containers of less than 750 milliliters. The sale of wine with an alcoholic content greater than 15% by volume is prohibited.
20. Distilled spirits shall not be sold in containers of less than 750 milliliters.

21. Flavored malt beverages, also known as premium malt beverages and flavored malt coolers, and sometimes commonly referred to as wine coolers, may be sold only by four-pack or other manufacturer's prepackaged multi-unit quantities.
22. All cups and containers shall be sold at or above prevailing prices and in their original multi-container packages of no fewer than 12, and no cups and containers shall be given free of charge.
23. Ice may be sold only at or about prevailing prices in the area and in quantities of not less than three pounds per sale. Ice shall not be provided free of charge.
24. The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of all other commodities during the same period. The applicant shall at all times keep records which reflect separately the gross sales of alcoholic beverages and the gross sales of all other items (excluding gasoline). Said records shall be kept no less frequently than on a quarterly basis and shall be made available to the City Finance Department and any Peace Officer of the California Department of Alcoholic Beverage Control upon demand.
25. The alcohol area, as shown in Exhibit A, shall remain fully secured and locked during the hours in which the sale of alcohol is prohibited by this Conditional Use Permit.
26. Alcohol sales shall be limited to the register located within the secured alcohol area as shown in Exhibit A.
27. Outdoor areas shall be well lit so as to provide safe pedestrian access and to eliminate dark areas.
28. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.
29. The business shall be required to obtain all applicable permits associated with the proposed improvements for the market expansion.

Police

30. The permittee shall comply with all applicable law, including, but not limited to the regulatory provisions of the Business and Professions Code that pertain to the sale, serving, and consumption of alcoholic beverages.

Indemnification Agreement

The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in

its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council for review. The City Council may, at that meeting, review the decision of the Planning Commission and set the matter for public hearing.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final following City Council review and thirty (30) days following the Planning Commission’s decision, unless an appeal is filed in writing with the City Clerk.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of September 21, 2026, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____
CHAIRPERSON

RESOLUTION NO. 2026-08

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA
DENYING A CONDITIONAL USE PERMIT FOR THE SALE OF BEER, WINE, AND DISTILLED SPIRITS (ABC TYPE-21) AT AN EXISTING CONVENIENCE STORE LOCATED AT 2945 HIGHLAND AVENUE
CASE FILE NO. 2026-06 CUP
APN: 563-121-27-00

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for off-site sale of beer, wine, and distilled spirits at an existing convenience store located at 2945 Highland Avenue. At a duly advertised public hearing held on September 21, 2026, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearing, the Planning Commission considered the staff report contained in Case File No. 2026-06 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on September 21, 2026, support the following findings:

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the census tract in which the subject property is located is currently over-concentrated with regard to off-sale alcohol outlets – three off-sale outlets operate currently in the census tract where two are recommended by the California Department of Alcoholic Beverage Control.

2. The proposed use is not deemed essential to the public necessity, as there are already three other off-sale outlets in the census tract.

3. Based on the above findings, public convenience and necessity will not be served by a proposed use of the property for the off-site sale of alcoholic beverages pursuant to law.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council for review. The City Council may, at that meeting, review the decision of the Planning Commission and set the matter for public hearing.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final following the City Council review and thirty (30) days following the Planning Commission's decision, unless an appeal is filed in writing with the City Clerk.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of September 21, 2026, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____
CHAIRPERSON

2026-06 CUP – 2945 Highland Avenue – Overhead

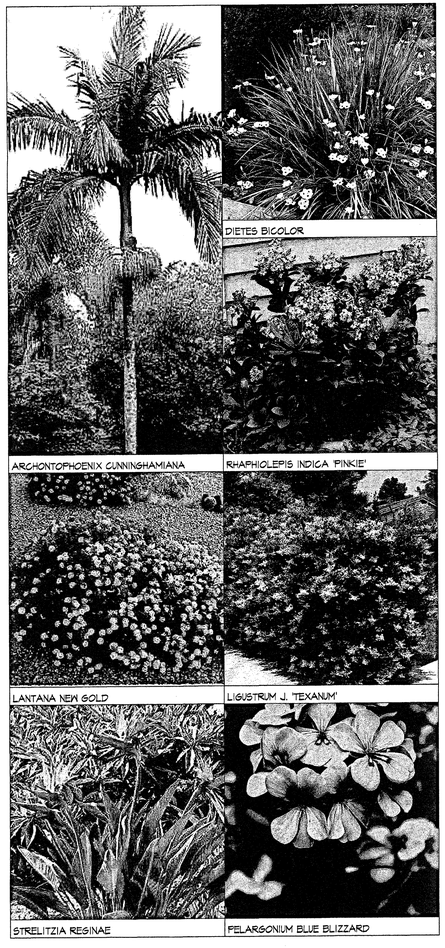


N

ATTACHMENT 2

PLANT LIST

ABBR	SIZE	QTY	SCIENTIFIC NAME	COMMON NAME
TREES				
ARC. CUN.	24" BOX	4	ARCHONTOPHOENIX CUNNINGHAMIANA	KING PALM
SHRUBS				
DIE. BIC.	1 GAL.	40	DIETES BICOLOR	BICOLOR AFRICAN IRIS
LAN. N.G.	5 GAL.	27	LANTANA NEW GOLD	GOLDEN SPREADING LANTANA
LIG. TEX.	5 GAL.	28	LIGUSTRUM J. 'TEXANUM'	TEXAS PRIVET
RHA. PIN.	5 GAL.	14	RHAPHIOLEPIS INDICA 'PINKIE'	PINKIE INDIAN HAWTHORN
STR. REG.	5 GAL.	16	STRELITZIA REGINAE	BIRD OF PARADISE
GROUNDCOVERS				
PEL. B.B.	4" POTS	15" O.C.	PELARGONIUM BLUE BLIZZARD	GERANIUM 'BLIZZARD BLUE'



ARCHONTOPHOENIX CUNNINGHAMIANA

DIETES BICOLOR

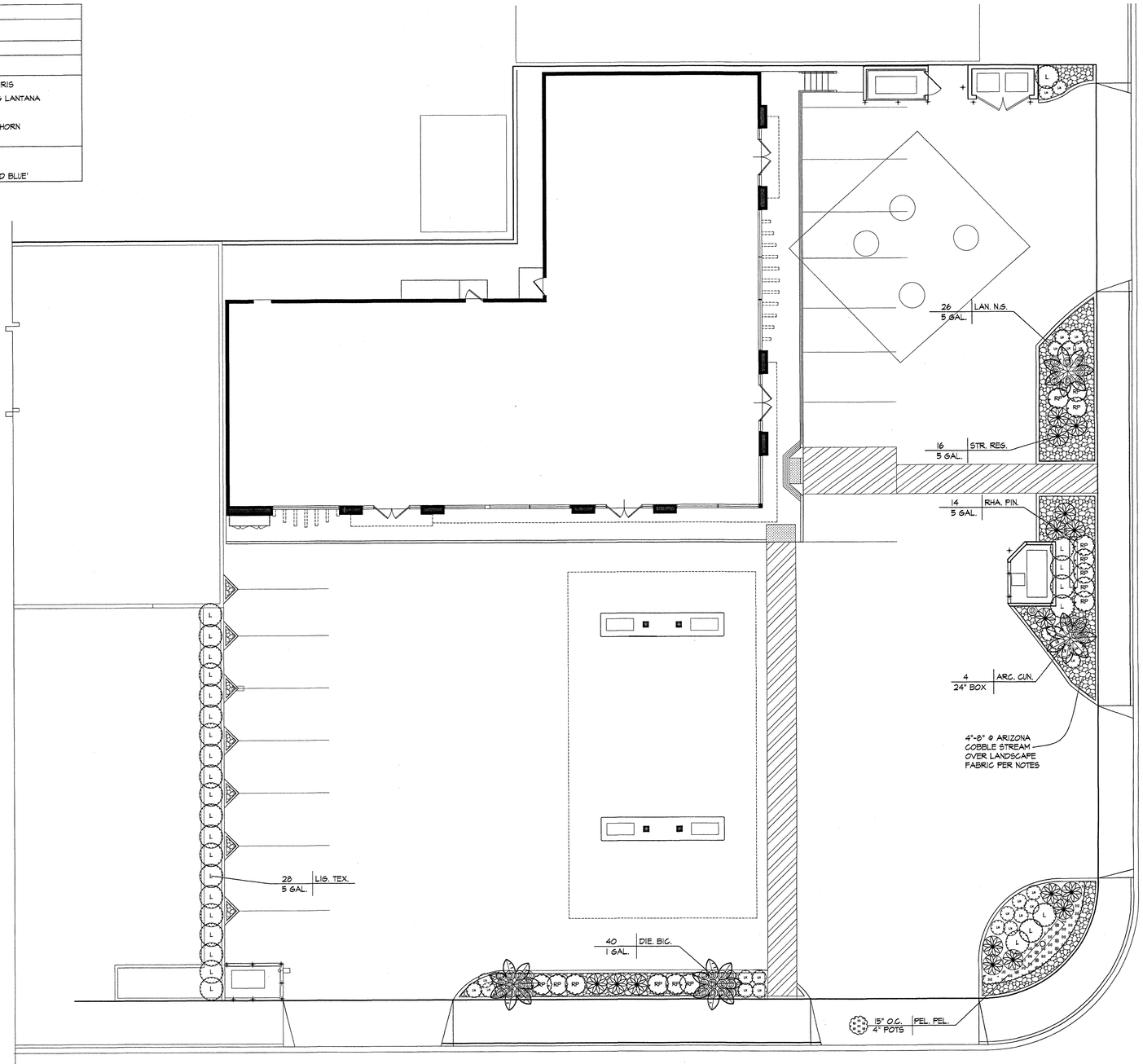
RHAPHIOLEPIS INDICA 'PINKIE'

LANTANA NEW GOLD

LIGUSTRUM J. 'TEXANUM'

STRELITZIA REGINAE

PELARGONIUM BLUE BLIZZARD



ATTACHMENT 3

LANDSCAPE PLANTING PLAN
SCALE 1"-10'-0"

0 5' 10' 20'

SLIP SHEET

ALL IDEAS, DESIGNS, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF SOTELO LANDSCAPE ARCHITECTS AND WERE CREATED, EVOLVED AND DEVELOPED FOR THE USE ON, AND IN CONNECTION WITH, THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF SOTELO LANDSCAPE ARCHITECTS

sotelo
LANDSCAPE ARCHITECTS

2643 4th Avenue
San Diego CA 92103
phone 619.719.6756
angelina@sotelo-la.com
www.sotelo-la.com

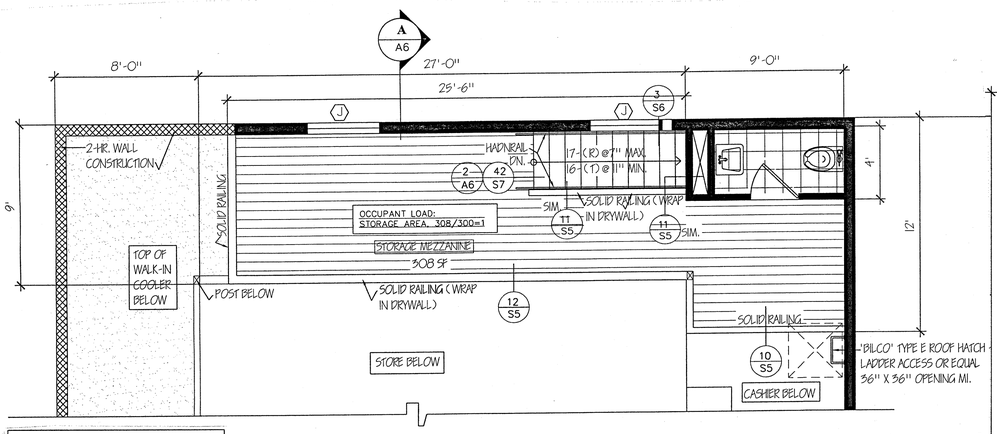
LICENSED LANDSCAPE ARCHITECT
ANGELINA SOTELO No. [redacted]
Signature
12.31.17
Renewal Date
01.10.17
Date
STATE OF CALIFORNIA

HIGHLAND MOBILE
2945 HIGHLAND AVE.
NATIONAL CITY, CA 91950

DELIVERED TO CLIENT	09.01.16

LANDSCAPE PLANTING PLAN

SHEET L1.0



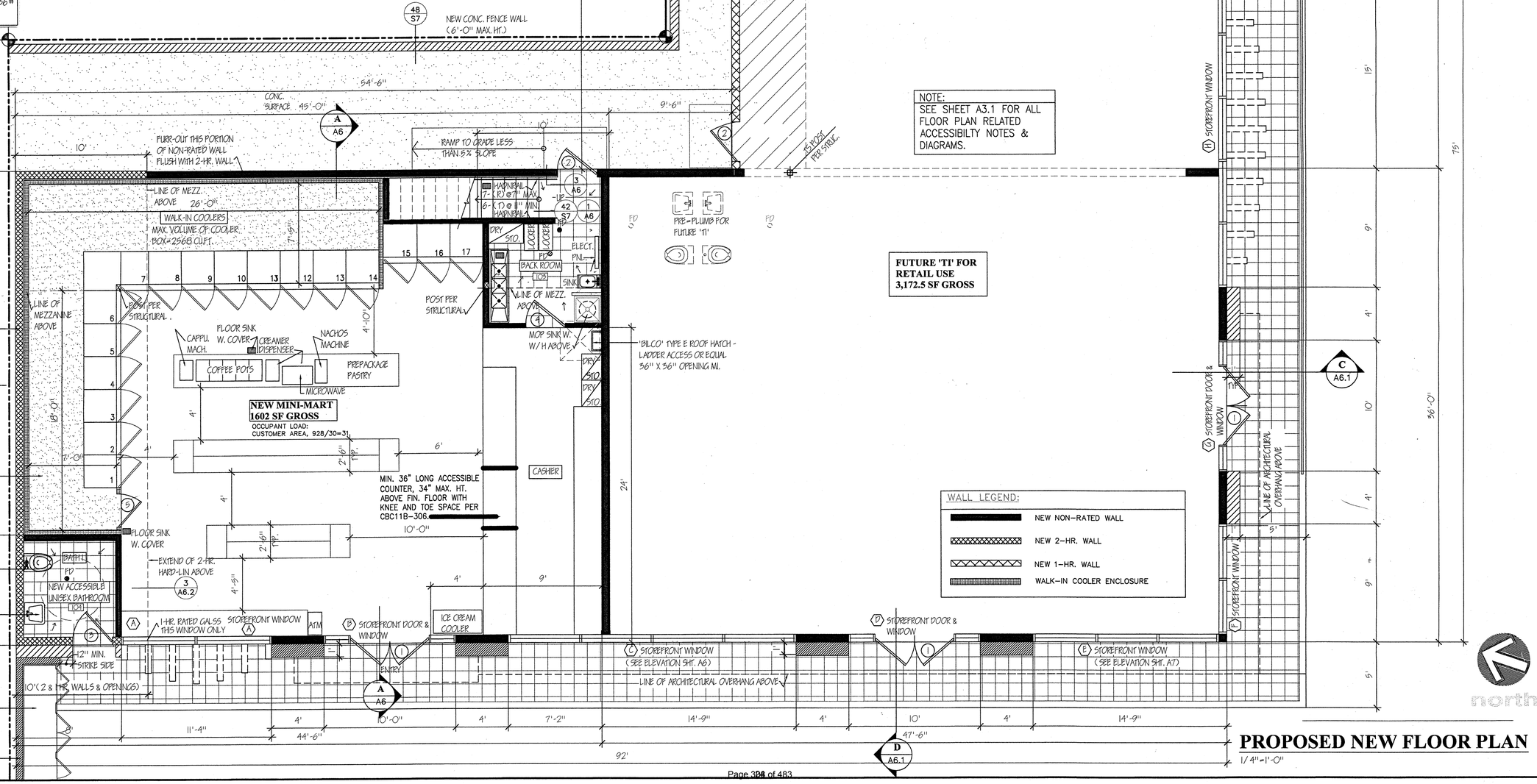
MEZZANINE FLOOR PLAN

1/4"=1'-0"

PROPOSED REFRIGERANT TYPE & AMOUNT

PROPOSED REFRIG. TYPE R-404A
TOTAL VOLUME OF WALK-IN COOLER=
320 SF X 8' HT.= 2,560 CF

PER CMC TABLE 1102.2, MAX. ALLOWED
R-404A / 1000 CU.FT. OF SPACE=31#
MAX. PROPOSED=31X2,560/1000=79.36#



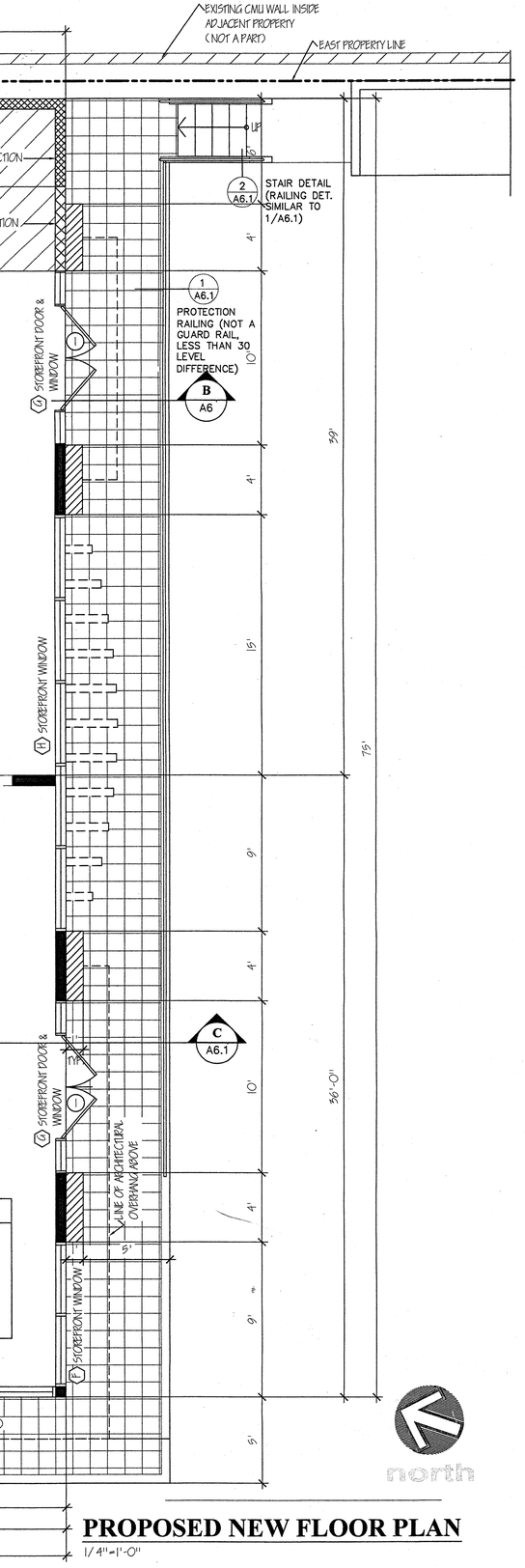
NOTE: NO DUCT PENETRATIONS AT CEILING IN HATCHED AREAS. ALL PENETRATIONS OF FIRE-RESISTIVE WALLS & ROOF-CEILINGS SHALL BE PROTECTED PER CBC SEC. 714

NOTE: NO DUCT PENETRATIONS AT CEILING IN HATCHED AREAS. ALL PENETRATIONS OF FIRE-RESISTIVE WALLS & ROOF-CEILINGS SHALL BE PROTECTED PER CBC SEC. 714

NOTE:
SEE SHEET A3.1 FOR ALL FLOOR PLAN RELATED ACCESSIBILITY NOTES & DIAGRAMS.

WALL LEGEND:

- NEW NON-RATED WALL
- NEW 2-HR. WALL
- NEW 1-HR. WALL
- WALK-IN COOLER ENCLOSURE



PROPOSED NEW FLOOR PLAN

1/4"=1'-0"

REVISIONS	BY

HAGMAN & ASSOCIATES
ARCHITECTURE & PLANNING
1516 W. Redwood St., San Diego, Ca. 92101
(619) 295-8063

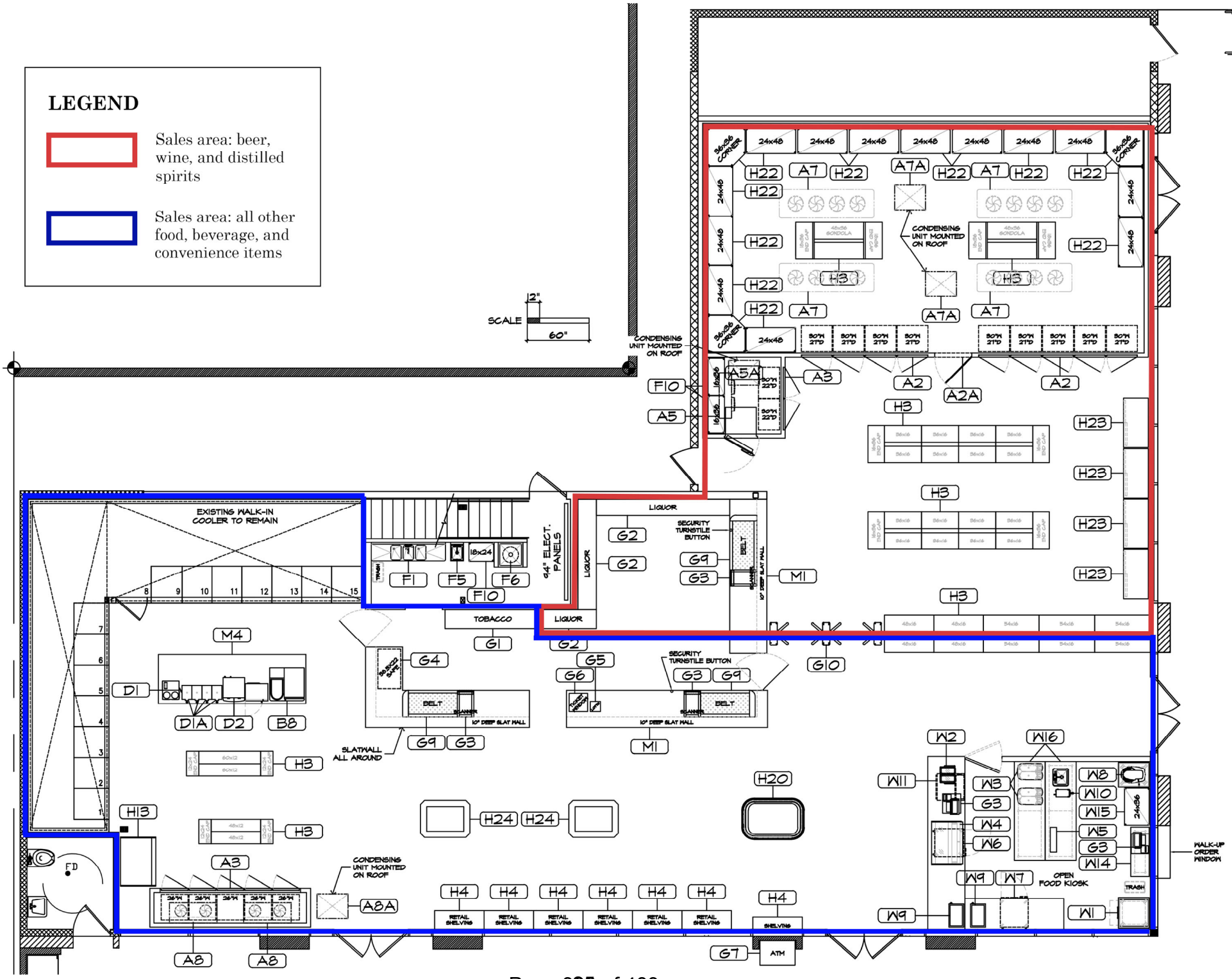
LICENSED ARCHITECT
PARIS J. HAGMAN
No. C 18941
REN. 3/31/19

Mobil

HIGHLAND AVE. MOBIL
NEW C-STORE & RETAIL SPACE
2945 HIGHLAND AVE. NATIONAL CITY, CA. 91950

Date
Scale
Drawn
Job

A3



EQUIPMENT PLAN
SCALE: 1/8" = 1'

NOTICE OF PUBLIC HEARING

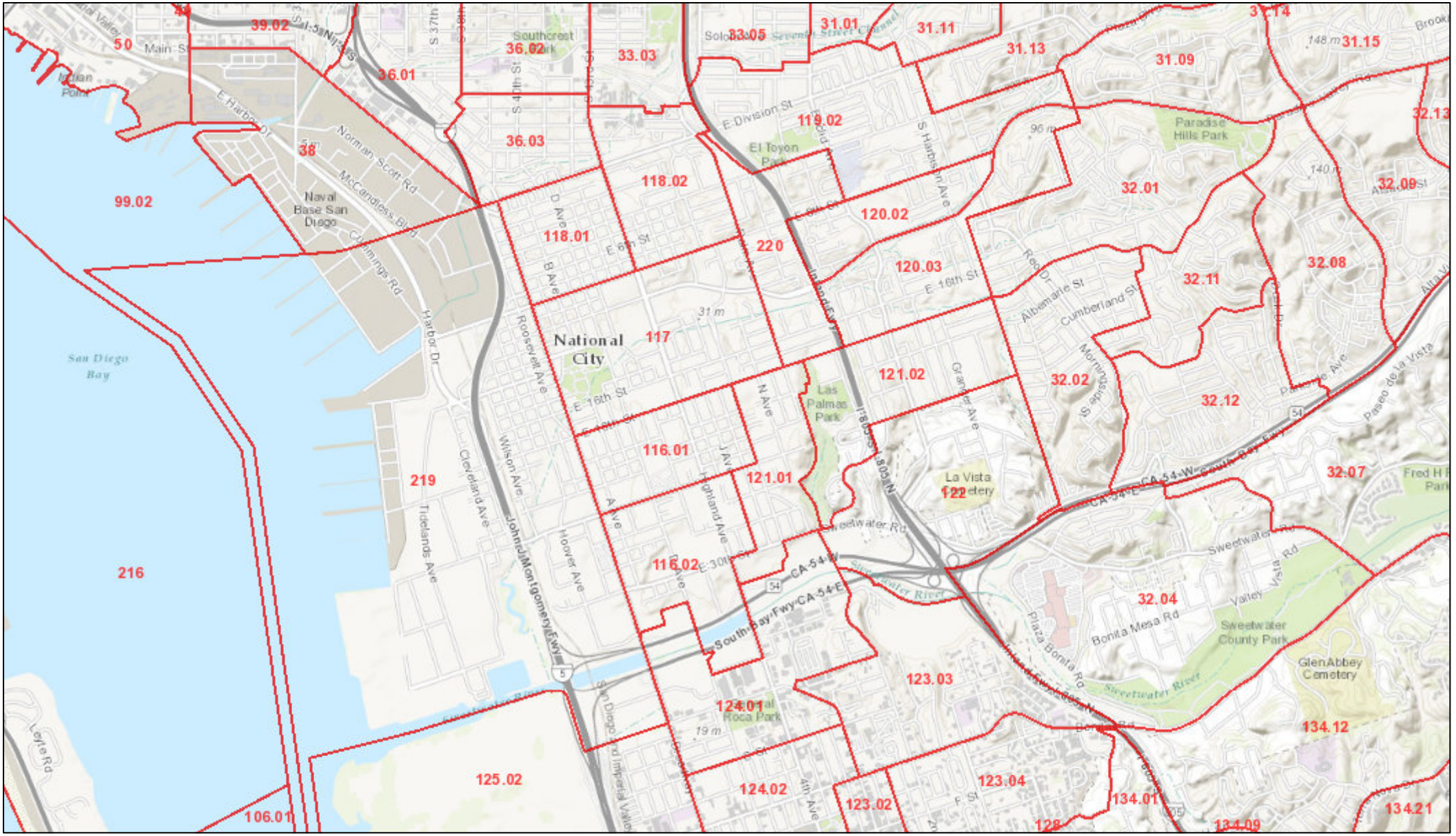
DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND CONDITIONAL USE PERMIT FOR THE SALE OF BEER, WINE, AND DISTILLED SPIRITS (ABC TYPE-21) AT AN EXISTING CONVENIENCE STORE (PARTY TIME MARKET)
LOCATED AT 2945 HIGHLAND AVENUE.
CASE FILE NO.: 2026-06 CUP
APN: 563-121-27-00

NOTICE IS HEREBY GIVEN that the National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday**, **September 21, 2026**, in the City Council Chambers, located at the Civic Center, 1243 National City Boulevard, National City, California, on the following item:

The applicant (Applicant: Windy Cove Inc. by Adeeb Brikho) is proposing to sell beer, wine, and distilled spirits (ABC Type-21 license) for off-site consumption at an existing gas station convenience store (Party Time Market). The store will be expanding by 3,173 square feet into two existing attached commercial suites in the same building. Proposed hours of alcohol sales are from 6:00 a.m. to 2:00 a.m. daily. Planning Commission will also consider the staff determination that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, Section 15301 (Existing Facilities).

Information is available for review at the City's Planning Division, Civic Center. Members of the public are invited to comment orally at the hearing or in writing. Written comments should be received by the Planning Division on or before 2:00 p.m., **September 21, 2026** by submitting it to PlcPubComment@nationalcityca.gov. Planning staff can be contacted at 619-336-4310 or planning@nationalcityca.gov.

Under California Government Code section 65009, if you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.



August 25, 2014

CensusTracts 2010

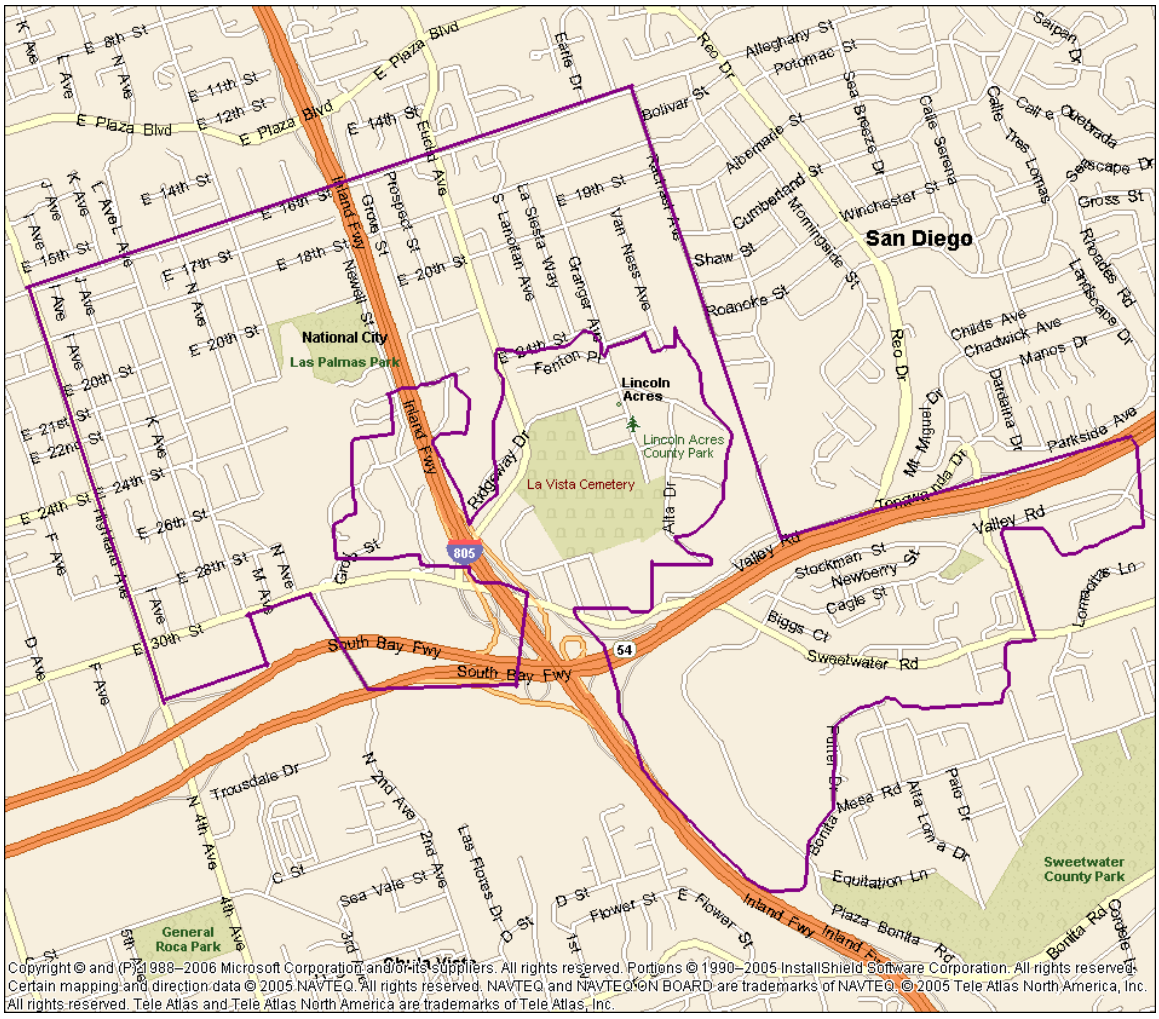
1:45,467

0 0.375 0.75 1.5 mi

0 0.5 1 2 km

Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

ATTACHMENT 5



City of National City
Beat 23

Source: Microsoft Mappoint
NCPD CAU, 4/18/07

NATIONAL CITY POLICE DEPARTMENT

ALCOHOL BEVERAGE CONTROL
RISK ASSESSMENT

DATE: 05/14/26

BUSINESS NAME: Party Time Market
ADDRESS: 2945 Highland Avenue Suite 101-103, National City, CA 91950

OWNER NAME: Jim Jalal Brikho DOB: [redacted]
OWNER ADDRESS: [redacted]
(add additional owners on page 2)

I. Type of Business
- Restaurant (1 pt)
- ✓ Market (2 pts)
- Bar/Night Club (3 pts)
- Tasting Room (1pt)

II. Hours of Operation
- Daytime hours (1 pt)
- Close by 11pm (2 pts)
- ✓ Close after 11pm (3 pts)

III. Entertainment
- Music (1 pt)
- Live Music (2 pts)
- Dancing/Live Music (3 pts)
- ✓ No Entertainment (0 pts)

IV. Crime Rate
- Low (1 pt)
- ✓ Medium (2 pts)
- High (3 pts)

V. Alcohol Businesses per Census Tract
- Below (1 pt)
- ✓ Average (2 pts)
- Above (3 pts)

Notes:

- Currently, there are (5) on sale licenses authorized in tract 116.02
- Currently, there are (2) active on sale licenses in tract 116.02
- Currently, there are (2) off sale licenses authorized in tract 116.02
- Currently, there are (3) off sale licenses active in tract 116.02

VI. Calls for Service at Location (for previous 6 months)

- ✓ Below (1 pt)
- Average (2 pts)
- Above (3 pts)

VII. Proximity Assessment (1/4 mile radius of location)

- Mostly commercial businesses (1 pt)
- ✓ Some businesses, some residential (2 pts)
- Mostly residential (3 pts)

VIII. Owner(s) records check

- ✓ No criminal incidents (0 pts)
- Minor criminal incidents (2 pts)
- Multiple/Major criminal incidents (3 pts)

Low Risk (12pts or less)
Medium Risk (13 – 18pts)
High Risk (19 – 24pts)

Total Points 12

OWNER NAME: Joseph John Brikho DOB: [redacted]
OWNER ADDRESS: [redacted]

OWNER NAME: Adeeb Asso Brikho DOB: [redacted]
OWNER ADDRESS: [redacted]

Recommendation:

This business assesses at a low risk and is deserving of such a rating. PD recommends the business takes steps to secure/monitor alcohol on the sales floor due to the high school located across the street in an effort to prevent theft, underage drinking, and other alcohol related crimes.

Completed by: Sergeant Joseph Camacho Badge ID: 449

Revised: 8/16

Environmental Scan

Conditional Use Permit Application for off-sale alcohol sales (beer, wine, and distilled spirits) accessory to an existing convenience store (Party Time Market)

2945 Highland Avenue Suite 101-103 National City, CA

Conducted: May 27, 2026



Photo of existing convenience store

An environmental scan was conducted at 5:30pm on Wednesday May 27, 2025, for a Conditional Use Permit (CUP) for off-sale alcohol sales (Beer, Wine, and Distilled Spirits) at an existing convenience store (Party Time Market) located in an existing gasoline service station (Exxon Mobil) at 2945 Highland Avenue Suite 101-103.

Proposed hours

Alcohol Sales: 6:00 a.m. to 2:00 a.m. daily

During a site visit and assessment of the surrounding area, the following observations were noted:

- The proposed alcohol outlet is located directly across the street from a high school. The proximity of alcohol sales to a school campus may increase youth exposure to alcohol-related advertising, products, and retail activity during times when students are traveling to and from school.
- Parking availability in the immediate vicinity appears to be limited, which may contribute to traffic congestion and parking-related impacts in the surrounding area.
- The business is situated on a corner lot, which may result in increased visibility and accessibility from multiple directions.

Youth Sensitive Areas/ Other Valuable Locations

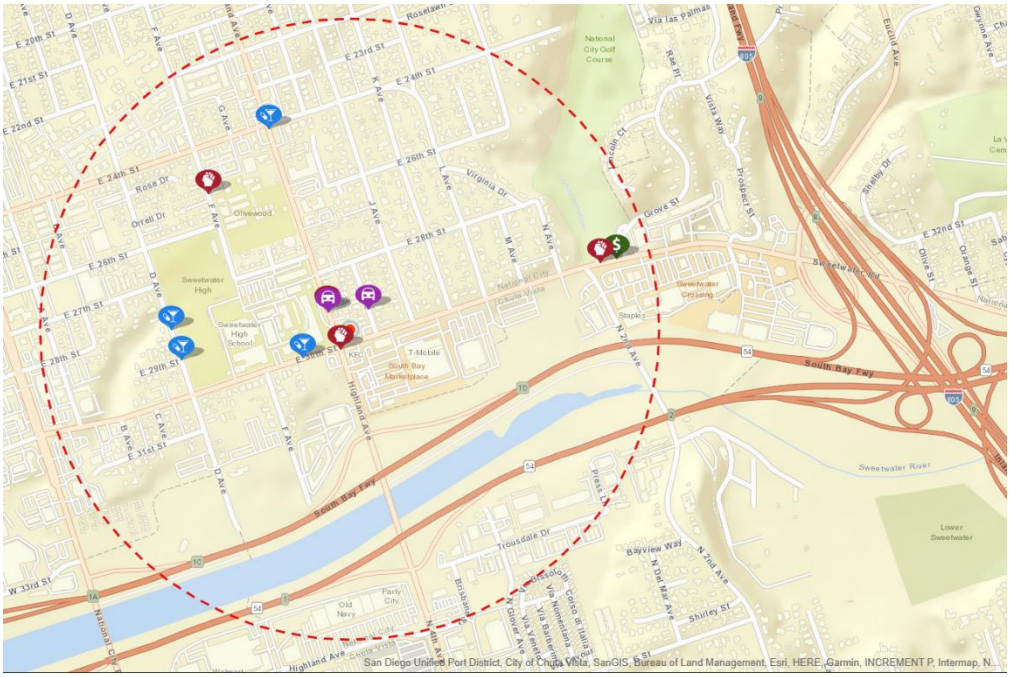
Sweetwater High School (approximately 250 ft)
South Bay Marketplace (approximately 300 ft)

Churches

Highland Baptist Church (approximately 1,000 ft)
Blessed Trinity (approximately 1,000 ft)
Chosen Vessel Church (approximately 1,000 ft)

Crime Rate

- A review of crime data within a one-half-mile radius of the proposed location identified 11 reported incidents during the previous four-week period. Reported incidents included substance-related offenses, disorderly conduct incidents, possession of controlled substances, and battery-related offenses. The presence of these incidents suggests existing public safety concerns within the surrounding area that should be considered when evaluating the potential impacts of an additional alcohol outlet.



Considerations

- Prohibit exterior alcohol advertising, window signage, and promotional materials visible from Sweetwater High School or public rights-of-way frequented by students.
- Locate alcohol displays away from entrances, exits, checkout areas, and windows visible from the school campus.

- Require clear signage stating that sales to persons under 21 years of age are prohibited and that identification is required for all alcohol purchases.
- Ensure adequate lighting is maintained around the building, parking areas, and pedestrian access points during all operating hours.
- Maintain the premises free of litter and alcohol-related debris through regular inspections of the property and adjacent public areas.
- Consider limiting alcohol sales hours to reduce late-night activity and potential disturbances in the surrounding area. Additionally, restricting alcohol sales during times when students are traveling to school may help reduce youth exposure and access to alcohol products.

Community Meeting Minutes

Highland Mobil

January 16, 2026

Meeting Time: 12:00PM

Location: Highland Mobil
2945 Highland Ave
National City, CA 91950
In attendance:
Steve Mattia, Attorney
Adeeb Brikho, owner

The meeting was posted and prepared to be held in the store.

We waited until 3:00pm and no one came. No one asked about the meeting the rest of the day.

[redacted]

Steve Mattia, Attorney

COMMUNITY MEETING

FOR

HIGHLAND MOBIL

LOCATION:
2945 HIGHLAND AVE
NATIONAL CITY, CA 91950

DATE AND TIME:
JANUARY 15, 2026 AT
12:00PM-2:00PM

EXPANSION OF MARKET WITH
RESTAURANT, GROCERIES AND
TYPE 21 LICENSE DISTILLED SPIRITS

JUNTA COMUNITARIA PARA

HIGHLAND MOBIL

UBICACIÓN:
2945 HIGHLAND AVE
NATIONAL CITY, CA 91950

FECHA Y HORA:
15 DE ENERO DE 2026 EN
12:00PM-2:00PM

AMPLIACIÓN DE MERCADO CON RESTAURANTE, ABARROTES Y BEBIDAS DESTILADAS LICENCIA TIPO 21



Public Hearing

CONDITIONAL USE PERMIT FOR THE SALE OF BEER, WINE, AND DISTILLED SPIRITS (ABC TYPE-21) AT AN EXISTING CONVENIENCE STORE (PARTY TIME MARKET) LOCATED AT 2945 HIGHLAND AVENUE.

2026-06 CUP

Overhead


The SUHI Foundation
Laura R Charles Theater
E 30th St
E 30th St
E 30th St
I Ave
I Ave
Irving Ct
J Ave

Site Characteristics

- Party Time Market
  - Existing gas station convenience store
    - Convenience store expansion approved with a CUP in 2014
  - Major Mixed Use Corridor (MXC-2) zone
  - Approximately 22,651-square-foot lot includes fuel pumps, a canopy, parking, and an existing 4,775 square-foot commercial building
  - The market currently occupies around 1,600 square feet of the existing building, while the remaining 3,173 square feet is vacant

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

Site Characteristics

- Surrounded by commercial, residential, and institutional uses
  - Properties directly abutting the convenience store are residences and commercial suites
  - Sweetwater High School located across Highland Avenue
    - Alcoholic beverages will be located within a secure area of the store that is not freely accessible to the general public
    - Alcohol area will be secured through a turnstile crossbar system and will be restricted to individuals who have been verified by staff to be 21 years of age or older
    - Staff will be trained in responsible beverage service practices including age verification and refusal protocols consistent with ABC requirements
    - Customers are required to purchase alcohol at the register located within the alcohol secured area before returning to the convenience store

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

Highland View



East 30th View



Proposal

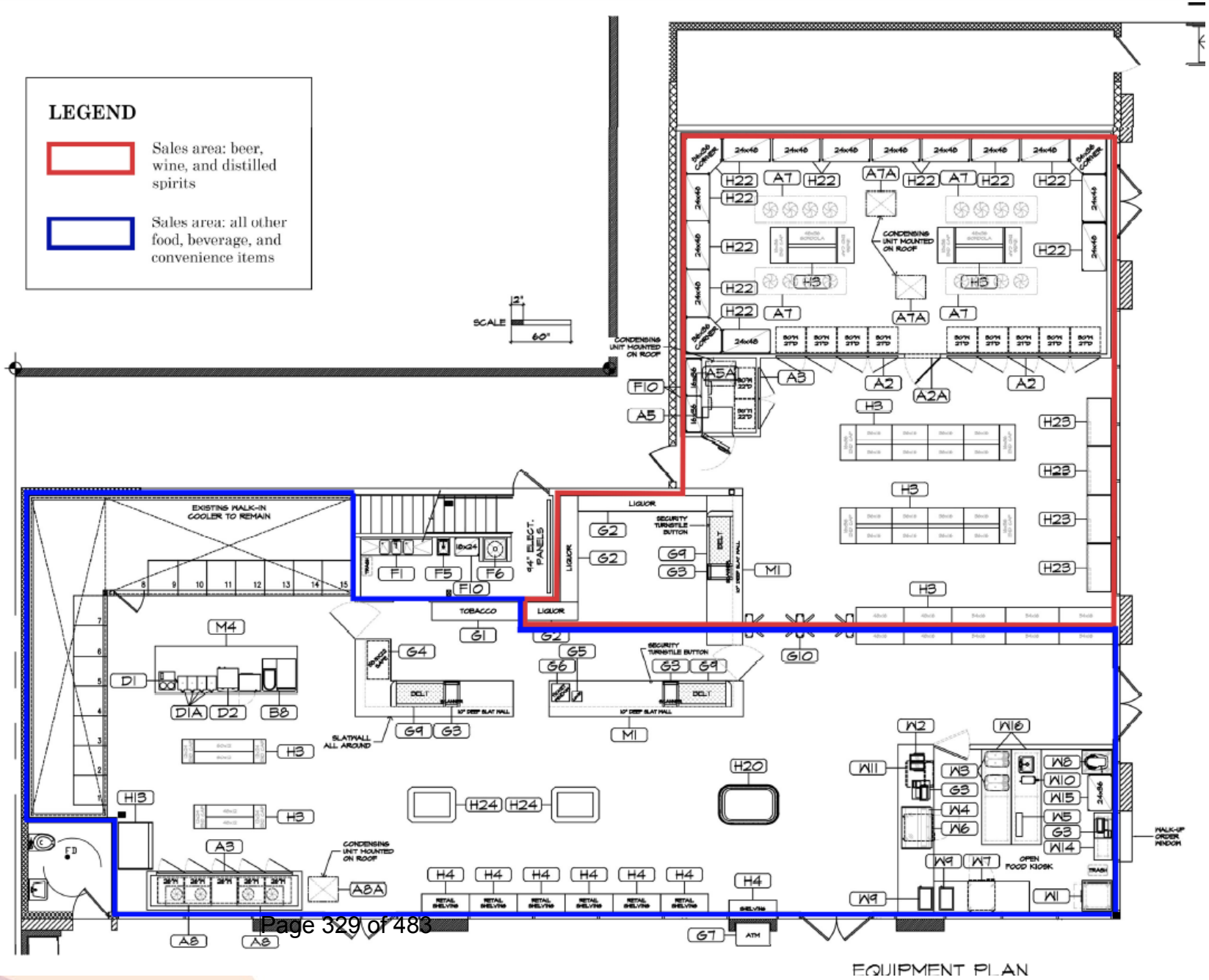
- The business is proposing to sell beer, wine, and distilled spirits (ABC Type-21) from 6:00 a.m. to 2:00 a.m. daily
  - Staff has recommended modified hours from 8:30 a.m. to 12:00 a.m. Monday through Friday, and 8:00 a.m. to 12:00 a.m. Saturday and Sunday

Proposal

- Applicant proposed to expand the existing convenience store into the two neighboring suites, occupying the entire commercial building on site, increasing the convenience store from 1,602 square feet to 4,775 square feet
  - Expansion will include additional space for the convenience store, a hot food area, and a secure area dedicated to alcohol sales
  - Approximately 1,560 square feet (40 percent) of the total market floor area will be dedicated to alcohol
  - Alcohol sales will be accessory to the convenience store use
    - To remain accessory, the quarterly gross sales of alcoholic beverages for the convenience store shall not exceed the gross sales of all other commodities during the same period (excluding gasoline)
    - Applicant estimates alcohol sales will comprise only 19 percent of the store's revenue based on similar convenience stores operated by the applicant

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

Floor Plan


LEGEND
Sales area: beer, wine, and distilled spirits
Sales area: all other food, beverage, and convenience items
SCALE
60"
EXISTING WALK-IN COOLER TO REMAIN
CONDENSING UNIT MOUNTED ON ROOF
LIQUOR
TOBACCO
SECURITY TURNSTILE BUTTON
SLATWALL ALL AROUND
OPEN FOOD KIOSK
WALK-UP ORDER WINDOW
ATM
EQUIPMENT PLAN

Staff Analysis

- NCMC 18.30.050 allows for alcohol sales for off-site consumption with an approved CUP
- Additional requirements for alcohol CUPs:
  - Mailing – owners/occupants within 660 feet (178)
  - Community meeting – Held January 15th, 2026 – No attendees
- Census Tract 116.02 – Three off-sale licenses where two are recommended
  - Considered overconcentrated
- Distance requirements – Not applicable for convenience stores involving the sale of alcohol for off-site consumption as an accessory use
  - Businesses where the principal use involves the sale of alcohol for off-site consumption would not be permitted at this location because it is within 660 feet of a public school (Sweetwater High School)
- Adhere to City Council Policy 707
  - Standard conditions

Staff Analysis – Hours of Operation

- The applicant is proposing to sell beer, wine, and distilled spirits (ABC Type-21) from 6:00 a.m. to 2:00 a.m. daily
  - Staff is recommending 8:30 a.m. to 12:00 a.m. Monday through Friday and 8:00 a.m. to 12:00 a.m. Saturday and Sunday
- Previous approvals and IPS Comments
  - Circle K was approved in 2018 for beer and wine sales from 8:00 a.m. to 12:00 a.m. daily
  - 7-Eleven was approved in 2020 for beer, wine, and distilled spirits from 6:00 a.m. to 12:00 a.m. daily
    - The project was never exercised
  - IPS recommended reduced alcohol availability during the time students travel to school
    - Instruction begins at 8:30 a.m. for Sweetwater High School
    - Staff has recommended alcohol sales begin no earlier than 8:30 a.m. Monday through Friday to accommodate

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

Comments

Police Department (PD)

- Risk Assessment – 12 points
  - Low Risk – 12 points or less
  - Assigns points based on type of business, license concentration, calls for service, etc.

Institute for Public Strategies (IPS)

- Prohibit alcohol advertising materials visible from Sweetwater High School
- Locate alcohol displays away from entrances and exits visible from the school campus
- Require signage related to purchasing alcohol
- Provide adequate outdoor lighting during all operating hours
- Keep the premises free of litter and debris
- Limit the time alcohol is available for purchase
- All comments included in Conditions of Approval

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

Conditions

- Standard Conditions of Approval
- Conditions specific to off-site alcohol sales per Council Policy 707
  - Hours of operation
  - Responsible Beverage Service and Sales (RBSS)
  - Alcohol sales remain accessory to the convenience store
- Application-specific conditions
  - IPS comments related to security, lighting, and advertisement
  - Location of alcohol

Summary

- Proposed use is consistent with the General Plan
  - Alcohol sales for off-site consumption is a conditionally-allowed use in the MXC-2 zone
  - Alcohol sales would be accessory to the convenience store in an established mixed-use area
  - Inclusion of conditions consistent with Council Policy 707 intended to alleviate concerns related to area impacts
  - Additional conditions addressing concerns related to lighting, signage, litter, and location of alcohol

Options

- Find project exempt from CEQA & approve 2026-06 CUP based on findings listed in the draft resolution / findings determined by the Commission; or
- Find project not exempt from CEQA and/or deny 2026-06 CUP based on findings listed in the draft resolution / findings determined by the Commission; or
- Continue the item for additional information
- Staff recommending approval
- Notice of Decision to City Council

AGENDA REPORT

Department: **Engineering and Public Works**
Prepared by: **Luca Zappiello, Principal Civil Engineer**
Meeting Date: **Tuesday, October 6, 2026**
Approved by: **Douglas J. Schulze, City Manager**

SUBJECT:
Project Close-Out and Notice of Completion for the Central Community Mobility Enhancements Project, CIP No. 19-23.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Accepting the Work Performed by Aster Construction Services for the Central Community Mobility Enhancements Project, CIP No. 19-23; 2) Approving the Final Contract Amount of $2,058,671.99; 3) Ratifying the Release of Retention in the Amount of $102,933.60; and 4) Authorizing the Mayor to Sign the Notice of Completion."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The scope of the Central Community Mobility Enhancements Project, CIP No. 19-23, includes approximately 1.7 miles of bicycle facilities that provide north-south connections through the Central, Olivewood, and Las Palmas neighborhoods in the City.

On August 1, 2024, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On August 8 and 9, 2024, the bid solicitation was also advertised in the local newspaper.

On August 27, 2024, three bids were received by the 1:00 p.m. deadline. Aster Construction Services was identified as the apparent lowest responsible bidder, with a total bid amount of $1,915,050. On October 15, 2024, the City Council awarded the contract to Aster Construction Services in an amount not to exceed $1,915,050 and authorized a 15% contingency of $287,257.50 to address any unforeseen conditions that may arise.

The Notice to Proceed with construction was issued on February 20, 2025. Construction began on February 24, 2025, and was completed on April 14, 2026.

The change orders issued for this project are detailed in the Final Contract Balance Report (Exhibit B). The change orders and line-item adjustments increased the contract by $143,621.99, resulting in a 7.49% contract increase and a final contract balance of $2,058,671.99.

As a result of satisfactory completion of the project, staff recommends that the City Council, 1) accept the work performed by Aster Construction Services for the Central Community Mobility Enhancements Project, CIP No. 19-23; 2) approve the final contract balance of $2,058,671.99; 3)

ratify the release of retention in the amount of $102,933.60; and 4) authorize the Mayor to sign the Notice of Completion, which will be filed with the San Diego County Recorder's Office.

FINANCIAL STATEMENT:
Final contract amount of $2,058,671.99 was paid by the following funding sources:
Expenditure Account No. 296-10-18-18500-7598-6588296 (ATP Grant) - $1,095,000
Expenditure Account No. 109-10-18-18500-7598-6035109 (SB1-RMRA Gas Tax) - $820,050
Expenditure Account No. 125-10-18-18500-7598-2024125 (Sewer Funds) – $89,640
Expenditure Account No. 307-10-18-18500-7598-6035307 (TransNet Street Resurfacing) - $53,981.99

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

ENVIRONMENTAL REVIEW:
A Notice of Exemption was filed with the County Recorder's Office on October 24, 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 – Photos
Exhibit B – Final Contract Balance
Exhibit C – Notice of Completion
Exhibit D – Resolution




AHEAD
CLOSED
ROAD





FINAL CONTRACT BALANCE

DATE: May 28, 2026

PROJECT: Central Community Mobility Enhancements
FY 25-26
CIP No. 19-23

TO: Aster Construction Services
1666.5 McCadden Place
Los Angeles, CA 90028

ORIGINAL CONTRACT AMOUNT:	$ 1,915,050.00
START DATE:	February 24, 2025
COMPLETION DATE:	April 14, 2026
ORIGINAL CONTRACT LENGTH:	120 Working Days
EXTENTION OF WORK DAYS:	72 Working Days
NON-WORKING DAYS:	19 Working Days
WORKING DAYS SUSPENDED:	70 Working Days
TOTAL CONTRACT TIME:	281 Working Days
FINAL CONTRACT AMOUNT:	$2,058,671.99

DESCRIPTION:

The Final Contract Balance reports final line-item amounts and summarizes all change orders to produce a final contract amount.

CHANGE ORDERS AND LINE-ITEM ADJUSTMENTS:

Change Order #1 back charged the contractor who chose to work on a Saturday due to crew availability to construct the CMU wall. This resulted in ICCS having to perform inspection at an OT rate for 4 hours. The contractor was also on site on Cesar Chavez Day, which is a DIR-recognized holiday which resulted in 4 hours of inspection charges. This Change Order total amount was **-$ 580.00.**

Change Order #2 directed the contractor to install 86 LF of wrought iron fence, a 5' ADA-compliant swing gate, and an ADA-accessible pathway with handrail and curb adjacent to the apartment complex along N Ave. This Change Order total amount was **$ 67,808.50.**

Change Order #3 required a substitution of material due to the specified product no longer being available. The bollard size was upsized from 4" to 6" diameter. This added cost accounted for the substitution and handling of materials. This Change Order total amount was **$ 10,112.42.**

Change Order #4 directed the contractor to match the existing historical joints along L Ave when installing the new sidewalk panels. This Change Order total amount was **$ 9,905.00.**

FINAL CONTRACT BALANCE

Central Community Mobility Enhancements
CIP No. 19-23

Change Order #5 addressed a conflict with the sewer line along N Ave and directed to relocate the sewer line to accommodate the new bicycle path. Additional days were reflected with CO 06 This Change Order total amount was **$ 89,640.00.**

Change Order #6 provided the contractor with additional working days due to additional concrete work and other misc. change orders not previously identified. This Change Order total amount was **$ 0.00.**

Change Order #7 directed the contractor to install domes in place of a ramp at the NW, NE corner of 18th & L Ave due to the existing elevations and 0" curb face. An additional dome was needed/modified for the ramp at the SE corner of N Ave, located within the shopping center. This resulted in a total of 13 domes being modified. This Change Order total amount was **$ 13,000.00.**

Change Order #8 directed the contractor to perform additional concrete work on Newell between 18th & 20th St. The scope of work includes removing and replacing lifted or damaged sidewalk panels, curb and gutter, and driveways. This Change Order total amount was **$ 139,363.00.**

Change Order #9 provided the contractor with additional days to the delay caused by the redesign of the 2 eastern ramps located along N Ave within the shopping center. This Change Order total amount was **$ 0.00.**

Change Order #10 directed the contractor to perform 1 pressure test before backfilling & 1 after backfilling the newly installed sewer manhole located on N Ave. This Change Order total amount was **$ 1,348.95.**

Change Order #11 directed the contractor to install additional slurry seal on Palmer Way, Palmer St, and Granger from 18th to 20th. This Change Order total amount was **$ 27,092.08.**

Change Order #12 directed the contractor to install striping at the Camacho Gym parking lot after the slurry seal was completed. This Change Order total amount was **$ 6,440.00.**

Change Order #13 directed the contractor to perform various striping changes throughout the project which included removals on Palmer Way & Palmer St, striping on Palmer St., N Ave. near the Seafood City to 9th Ave., additional signs on M Ave. between 4th and 8th and a credit for striping work not performed on L Ave. This Change Order total amount was **-$ 8,589.74.**

Change Order #14 enforced a 10% penalty for Bid Items 17 and 18 per Section 4106 of the Public Contractor Code. ACS failed to list a paving subcontractor and stated they would be performing all paving work themselves. Ultimately, ACS contracted Sealright Paving to perform this work and failed to comply with the subcontractor listing laws governed by the Public Contract Code. This Change Order total amount was **-$ 8,332.47.**

Change Order #15 back charged the contractor as they failed to complete accurate record drawings as required per Section 3-8.5 of the project specifications. As a result, ICCS performed 3.5 Hours of work to accurately document and complete the as-built drawings at a rate of $178 per hour. This Change Order total amount was **-$ 623.00.**

All Change Orders listed above increased the total contract amount by **$ 346,584.75.**

FINAL CONTRACT BALANCE

Central Community Mobility Enhancements
CIP No. 19-23

AS-MEASURED BID ITEM ADJUSTMENTS:

The following bid items and change order items paid by a unit cost were installed and measured in accordance with the plans and direction of the City. As a result, the following items were adjusted above or below the estimated contract quantities as indicated in the chart below:

ITEM NO.	DESCRIPTION	UNITS	CONTRACT QUANTITY	UNIT PRICE	AMOUNT	TOTAL QUANTITY OR % TO DATE	TOTAL AMOUNT TO DATE	DELTA
Base Bid								
GENERAL ITEMS								
1	Mobilization/Demobilization	LS	1	$125,000.00	$ 125,000.00	1.00	$ 125,000.00	$ -
2	Surveying and Construction Staking	LS	1	$36,900.00	$ 36,900.00	1.00	$ 36,900.00	$ -
3	Signing and Striping	LS	1	$181,236.00	$ 181,236.00	1.00	$ 181,236.00	$ -
4	Traffic Control	LS	1	$85,000.00	$ 85,000.00	1.00	$ 85,000.00	$ -
5	Clearing and Grubbing	LS	1	$125,000.00	$ 125,000.00	1.00	$ 125,000.00	$ -
6	Water Pollution Control	LS	1	$15,000.00	$ 15,000.00	1.00	$ 15,000.00	$ -
7	Construct 4" PCC Sidewalk per SDRSD G-07, G-09, G-10, G-11	SF	1800	$19.00	$ 34,200.00	1504.50	$ 28,585.50	$ (5,614.50)
8	Construct 6" Curb and Gutter per SDRSD G-02	LF	265	$90.00	$ 23,850.00	251.00	$ 22,590.00	$ (1,260.00)
9	Remove and Replace ADA Ramps (All Types)	EA	42	$8,200.00	$ 344,400.00	35.00	$ 287,000.00	$ (57,400.00)
10	Furnish and Install Ameristar 4" x 36" Retractable Bollards	EA	9	$5,000.00	$ 45,000.00	6.00	$ 30,000.00	$ (15,000.00)
11	Furnish and Install 6' Chain Link Fence per SDRSD M-06 & M-20	LF	160	$125.00	$ 20,000.00	181.00	$ 22,625.00	$ 2,625.00
12	Construct Masonry Retaining Wall Type 3, including Footing per SDRSD C-03	SF	1120	$45.00	$ 50,400.00	1119.36	$ 50,371.20	$ (28.80)
13	Construct Gravity Wall Type B per SDRSD C-09	CY	7	$1,600.00	$ 11,200.00	6.47	$ 10,352.00	$ (848.00)
14	Bonded Fiber Matrix with Hydroseed Mixture	SF	2500	$4.00	$ 10,000.00	2235.50	$ 8,942.00	$ (1,058.00)
15	Construct Asphalt Concrete Pavement	TN	190	$220.00	$ 41,800.00	187.94	$ 41,346.80	$ (453.20)
16	Construct Class II Aggregate Base	TN	490	$90.00	$ 44,100.00	299.37	$ 26,943.30	$ (17,156.70)
17	2" Mill	SF	24800	$0.93	$ 23,064.00	23274.75	$ 21,645.52	$ (1,418.48)
18	2" Overlay	TN	300	$220.00	$ 66,000.00	280.36	$ 61,679.20	$ (4,320.80)
19	Type II Slurry Seal with Crack Fill	SY	18800	$5.50	$ 103,400.00	11970.44	$ 65,837.42	$ (37,562.58)
20	6" Pavement Rehabilitation Dig-out (Construct AC Pavement)	TN	20	$300.00	$ 6,000.00	29.11	$ 8,733.00	$ 2,733.00
21	Unclassified Excavation	LS	1	$50,000.00	$ 50,000.00	1.00	$ 50,000.00	$ -
22	Removal, Disposal and Replacement of Unsuitable Material	CY	100	$250.00	$ 25,000.00	6.39	$ 1,597.50	$ (23,402.50)
23	Relocate Pedestrian Push Button	EA	4	$8,000.00	$ 32,000.00	0.00	$ -	$ (32,000.00)
24	Replace Loop Detectors (N Avenue at Plaza Blvd)	LS	1	$15,000.00	$ 15,000.00	1.00	$ 15,000.00	$ -
25	Reset Survey Benchmarks and Corner Records	EA	11	$2,500.00	$ 27,500.00	5.00	$ 12,500.00	$ (15,000.00)
26	Remove and replace PCC Sidewalk (SDRSD G-07)	SF	9850	$19.00	$ 187,150.00	9948.00	$ 189,012.00	$ 1,862.00
27	Remove and replace PCC Curb and Gutter (SDRSD G-02)	LF	670	$120.00	$ 80,400.00	535.00	$ 64,200.00	$ (16,200.00)
28	Remove and replace PCC Cross Gutter (SDRSD G-12)	SF	1400	$28.00	$ 39,200.00	1744.15	$ 48,836.20	$ 9,636.20
29	Remove and replace PCC Driveway	SF	1475	$30.00	$ 44,250.00	1771.82	$ 53,154.60	$ 8,904.60
30	Furnish and Install 4' x 4' Filterra Biofiltration System	EA	1	$15,000.00	$ 15,000.00	1.00	$ 15,000.00	$ -
31	Furnish and Install Truncated Domes	EA	4	$2,000.00	$ 8,000.00	4.00	$ 8,000.00	$ -
				Total Bid	**$ 1,915,050.00**		**$ 1,712,087.24**	
	Change Orders							
CO 1	Weekend/Holiday Inspection Deduction	LS	1	-$580.00	$ (580.00)	1.00	$ (580.00)	$ -
CO 2	Wrought Iron Fence & Gate adjacent to the apartment complex	LS	1	$67,808.50	$ 67,808.50	1.00	$ 67,808.50	$ -
CO 3	Bollard Upsize Substitution	LS	1	$10,112.43	$ 10,112.43	1.00	$ 10,112.43	$ -
CO 4	Historical Sidewalk	LS	1	$9,905.00	$ 9,905.00	1.00	$ 9,905.00	$ -
CO 5	Sewer Reconstruction	LS	1	$89,640.00	$ 89,640.00	1.00	$ 89,640.00	$ -
CO 6	Adjusted Days	LS	1	$0.00	$ -	0.00	$ -	$ -
CO 7	Domes at 18th	LS	1	$13,000.00	$ 13,000.00	1.00	$ 13,000.00	$ -
CO 8	Concrete removal and replacement on Newell	LS	1	$139,363.00	$ 139,363.00	1.00	$ 139,363.00	$ -
CO 9	Adjusted Days	LS	1	$0.00	$ -	0.00	$ -	$ -
CO 10	Manhole Pressure Testing	LS	1	$1,348.95	$ 1,348.95	1.00	$ 1,348.95	$ -
CO 11	Additional Slurry Seal	LS	1	$27,092.08	$ 27,092.08	1.00	$ 27,092.08	$ -
CO 12	Camacho Gym Parking Lot Striping	LS	1	$6,440.00	$ 6,440.00	1.00	$ 6,440.00	$ -
CO 13	Various striping removals and revisions	LS	1	-$8,589.74	$ (8,589.74)	1.00	$ (8,589.74)	$ -
CO 14	10% Penalty for improper Subcontractor listing	LS	1	-$8,332.47	$ (8,332.47)	1.00	$ (8,332.47)	$ -
CO 15	Inspection Charge	LS	1	-$623.00	$ (623.00)	1.00	$ (623.00)	$ -
				CHANGE ORDER TOTAL	**$ 346,584.75**		**$ 346,584.75**	
				FINAL ADJUSTMENTS				**$ (202,962.76)**
				FINAL CONTRACT TOTAL			**$ 2,058,671.99**	

Line-item adjustments per the attached FINAL BILLING STATEMENT resulted in a decrease of **$202,962.76.**

FINAL CONTRACT BALANCE

Central Community Mobility Enhancements
CIP No. 19-23

CONTRACT SUMMARY:

As a result of the above change orders and line-item adjustments, the contract price is adjusted as follows:

1. The contract price with change order and line items is adjusted to **$2,058,671.99.**

2. A retention in the amount of **$102,933.60** was held until satisfactory completion of said project.

AGREEMENT OF CLAIMS AND DELAYS

This document and its purpose to balance payment shall be considered full compensation for furnishing and installing the materials, labor, tools and equipment, profit, overhead, and all incidentals for performing the work described above. Aster Construction Services will not be entitled to damages or additional payment for delays as described in the 2024 edition of the Standard Specifications for Public Works Construction, Section 6-4.3, for performing the work as described above.

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:
NAME: CITY OF NATIONAL CITY
ADDRESS: 1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CA 91950

NOTICE OF COMPLETION

CALIFORNIA CIVIL CODE SECTION 3093

NOTICE IS HEREBY GIVEN of the completion on April 14, 2026 of the:

Central Community Mobility Enhancements, CIP No.19-23

Work of improvement or portion of work of improvement under construction or alteration.

Various locations throughout	National City,	CA	91950
Street Address	City	State	Zip Code

The undersigned owns the following interest or estate in said property:

Owner in fee

Nature of the interest or estate of owner (mortgagor, lessee, etc.)

Said work of improvement was performed on the property pursuant to a contract with

Aster Construction Services

Name of Original Contractor

The following work and material were supplied:

Labor provided: General Laborer, Equipment and Materials to complete the Central Community Mobility Enhancements which included the construction of a south-north low-stress bicycle boulevard between 30th Street and 4th Street and included completion of a road gap on N Avenue between Plaza Blvd and 9th Street. Work included asphalt and concrete improvements, extensive grading, a CMU retaining wall, chain link fence, a Filterra Biofiltration system 45 ADA ramps along the corridor, pavement rehabilitation, Type II slurry and restriping.

General statement of kind of labor, services, equipment or materials

The names and addresses of co-owners are: N/A

Joint tenants, tenants in common, or other owners

Dated: October 6, 2026; _____

Signature of Owner
City of National City, 1243 National City Blvd., National City, CA 91950

I, the undersigned, say: I have read the foregoing Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the forgoing is true and correct.

Executed on October 6, 2026 at, National City, California.

Signature: _____

RON MORRISON, MAYOR

RESOLUTION NO. 2026 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) ACCEPTING THE WORK PERFORMED BY ASTER CONSTRUCTION SERVICES FOR THE CENTRAL COMMUNITY MOBILITY ENHANCEMENTS PROJECT, CIP NO. 19-23; 2) APPROVING THE FINAL CONTRACT AMOUNT OF $ 2,058,671.99; 3) RATIFYING THE RELEASE OF RETENTION IN THE AMOUNT OF $102,933.60; AND 4) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION.

WHEREAS, the Central Community Mobility Enhancements Project, CIP No. 19-23, consisted of constructing approximately 1.7 miles of bicycle facilities that provide north-south connections through the Central, Olivewood, and Las Palmas neighborhoods in the City (the "Project"); and

WHEREAS, on October 15, 2024, the City Council awarded the contract to Aster Construction Services ("ACS") in the amount not to exceed $1,915,050 and authorized a 15% contingency in the amount of $287,257.50 to address any unforeseen conditions that may arise; and

WHEREAS, on February 20, 2025, the Notice to Proceed with construction was issued to ACS; and

WHEREAS, construction on the Project started on February 24, 2025, and was completed on April 14, 2026; and

WHEREAS, Project change orders and line-item adjustments increased the contract by $143,621.99, which resulted in a 7.49% increase to the original contract award, for a final contract balance of $2,058,671.99; and

WHEREAS, the Notice of Completion will be filed with the San Diego County Recorder's Office.

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 accepts the work performed by Aster Construction Services for the Central Community Mobility Enhancements Project, CIP No. 19-23.

Section 2: That the City Council hereby approves the final contract balance of $2,058,671.99.

Section 3: That the City Council hereby ratifies the release of retention in the amount of $102,933.60.

Section 4: That the City Council hereby authorizes the Mayor to sign the Notice of Completion.

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

PASSED and ADOPTED this 6th day of October, 2026.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Heidi Skinner, City Attorney

AGENDA REPORT

Department: **Fire Department**
Prepared by: **Jeremy Day, Battalion Chief**
Meeting Date: **Tuesday, October 6, 2026**
Approved by: **Douglas J. Schulze, City Manager**

SUBJECT:
Purchase of Five (5) Type III Advanced Life Support Ambulances for the Fire Department.

RECOMMENDATION:
Adopt a Resolution Entitled: "Resolution of the City Council of the City of National City, California, 1) Waiving of the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.260 Regarding Cooperative Purchasing and Authorizing the City to Piggyback onto Houston-Galveston Area Council (HGACBuy) Contract No. AM10-23 with Braun Northwest, Inc. for the Purchase of Five (5) 2027 North Star Type III Advanced Life Support Ambulances in an Amount Not to Exceed $1,459,951.50, and 2) Authorizing the Establishment of an Appropriation in the Amount of $1,460,000 in the Ambulance Transport Services Enterprise Fund and a Corresponding Appropriation in the Vehicle Acquisition Fund."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The City Council recently authorized the establishment of an in-house Ambulance Transport Services (ATS) program to provide emergency ambulance transport services directly through the National City Fire Department.

Implementation of the ATS program requires the acquisition of ambulances and other operational resources necessary to begin service delivery. Staff recommends the purchase of five (5) 2027 North Star Type III ambulances manufactured by Braun Northwest, Inc. and built on Ford E-450 ambulance-prep chassis. The proposed vehicles have been configured to meet the operational requirements of the National City Fire Department and are intended to serve as the initial fleet for the ATS program, consisting of three frontline transport units and two reserve units to provide operational continuity, maintenance coverage, and surge capacity.

The total purchase price for the five ambulances is $1,459,951.50, which includes vehicle base pricing, customization options, inspection travel, taxes, delivery, applicable HGAC administrative fee, and contingency funding incorporated into the vendor's proposal. Delivery is projected for June 2027, which aligns with the anticipated implementation schedule for the ATS program.

Consistent with Section 2.60.260 of the National City Municipal Code (NCMC) regarding cooperative purchasing, there is an opportunity to piggyback onto the Houston-Galveston Area Council (HGACBuy) cooperative purchasing contract, Contract No. AM10-23 with Braun Northwest, Inc. to allow for the purchase.

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing

agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's Purchasing staff has confirmed that the HGACBuy Contract No. AM10-23 with Braun Northwest, Inc. was competitively bid through a Request for Proposals (RFP) process and that the HGACBuy procurement procedures are in substantial compliance with those of the City of National City.

Therefore, staff requests that City Council adopt the resolution as stated.

FINANCIAL STATEMENT:
On September 15, 2026, per Resolution No. 2026-120, the City Council authorized a loan from the Sewer Fund to the ATS Enterprise Fund for the start-up costs of the City's in-house Ambulance Transport Services program. A budget for the current fiscal year for the ATS fund is being worked on to present to the City Council, but in the interim, to process the purchase of the five ambulances, the City Council is asked to approve the establishment of an appropriation in the ATS fund of $1,460,000 for a transfer to the Vehicle Acquisition Fund based on that loan. It is also necessary to establish a matching appropriation in the Vehicle Acquisition Fund, the fund through which all City vehicles are purchased. Beginning in fiscal year 2027, the ATS Enterprise Fund will incur an annual internal service fund charge to build reserves for the future replacement of the ambulances.

Budget Adjustment Detail

Ambulance Transport Services Fund:
Revenue Account: None (Cash from Sewer Fund loan) *
Expenditure Account: 126-70-22-22600-8644- Transfer Out to the Vehicle Acquisition Fund

Vehicle Acquisition Fund:
Revenue Account: 644-10-31-31100-4126- Transfer in from ATS Fund
Expenditure Account: 644-10-22-22600-7511- Automotive Equipment (Fire)

*Payment to the vendor is due upon delivery of the vehicles, which is estimated to be in June 2027. At that time, cash would be transferred to the Ambulance Transport Services Fund from the Sewer Fund and then from the ATS fund to the Vehicle Acquisition Fund.

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 - Braun Northwest HGAC Proposal and Option Page 8-25-26
Exhibit B - Executed Contract-Braun Northwest, Inc. (HGAC Contract No. AM10-23)
Exhibit C - Resolution

BRAUN NW inc.

150 North Star Drive / PO Box 1204 / Chehalis, WA 98532 / 360.748.0195 / 800.245.6303 / fax 360.748.0256

HGAC PROPOSAL

August 25, 2026

City of National City
Attn: Jeremy Day
343 East 16th St
National City, CA 91950
jday@nationalcityca.gov

RE: Five (5) 2027 North Star 167-3 Ambulances

Braun Northwest is pleased to offer the following proposal which is based upon HGAC contract AM10-23:

Five (5) 2027 North Star 167-3 Ambulances on a 2027 Ford E-450 4x2 Ambulance Prep gas chassis based upon enclosed specifications dated 08/13/2026 and drawings dated 07/10/2026.

Base price HGAC AM23CA17	$ 199,690.00
Published/Customization options taken	$ 43,760.00
Travel for 3 people for Prebuild & Final Inspection	$ 1,098.00
Contingency funds (10%)	$ 24,454.80
HGAC Buy discount	<$ 1,500.00>
Multi Vehicle discount	<$ 1,500.00>
Subtotal	$ 266,002.80
Sales Tax based upon 8.75%	$ 23,275.25
California Tire Tax (non-taxable)	$ 12.25
Delivery of completed vehicle (non-taxable)	$ 2,500.00
Subtotal for one (1) vehicle	$ 291,790.30
Subtotal for five (5) vehicles	$1,458,951.50
HGAC Fee	$ 1,000.00
Total for five (5) F.O.B. National City, CA	$1,459,951.50*****

F.O.B.: National City, California

Delivery: Mid-to-Late June 2027, based upon Letter of Intent of file.

Terms: Ninety percent (90%) payment due upon receipt of vehicle. Balance due in thirty (30) days.

**Note: Above pricing includes a chassis flooring fee. You will be notified as soon as the chassis arrives at Braun Northwest. If chassis is paid in full within 30-days of arrival a credit will be issued (See Options Page).*

***Note: The above pricing includes round-trip travel charges, for three (3) people flying from San Diego, CA to Portland, OR for the Pre-Build Meeting and Final Inspection.*

****In the event of chassis price increases due to the potentially implemented tariffs, which are out of Braun NW's control, customer will be notified of the cost change associated with the chassis, and adjustments will be made via a change order.*

NORTH STAR EMERGENCY VEHICLES

BRAUN NW inc.

150 North Star Drive / PO Box 1204 / Chehalis, WA 98532 / 360.748.0195 / 800.245.6303 / fax 360.748.0256

****The above pricing is valid until December 31st, 2026. Any proposal signed and returned after this date will have a price increase associated with it, to be completed via change order.*

*****Note: In order to solidify delivery by end of June 2027, signed order must be received no later than 10/9/26, otherwise the price and delivery times will increase.*

Braun Northwest, Inc. is a California dealer (#16055) with insurance information available upon request.

Respectfully Submitted by:
Braun Northwest, Inc.

Tami McCallum, VP of Sales

Date: _____

We agree to accept the above proposal:
City of National City

_____
Signature **Date**

_____
Printed Name **Title**

JB
cc BG/LM
Enclosures: Option page, specifications, drawings.

NORTH STAR EMERGENCY VEHICLES

OPTIONS
FOR
City of National City
National City, California

Please indicate if you want the following options by initialing in the space provided and checking the appropriate "yes" or "no" box, then sign where indicated below. After completion, please return this original form to our office along with the original proposal.

Thank you!

1. Pay for chassis in full within 30-days of receipt of chassis at Braun Northwest.
   DEDUCT ..... .PER UNIT <$4,000.00>
   Do you want this option? ☐Yes ☐No _____initials

(NOTE: THIS PRICING DOES NOT INCLUDE SALES TAX.)

APPROVED BY: *(Please initial above choice (s) & sign below)*

_____	_____	_____	_____
(Signature)	(Date)	(Printed Name)	(Title)

DocuSign Envelope ID: E4D77477-E07A-45AE-A42F-916BF5C46EDC

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Braun Northwest, Inc., hereinafter referred to as the Contractor, having its principal place of business at 150 North Star Drive, Chehalis, WA 98532.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

DocuSign Envelope ID: E4D77477-E07A-45AE-A42F-916BF5C46EDC

subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

DocuSign Envelope ID: E4D77477-E07A-45AE-A42F-916BF5C46EDC

considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES
The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD
This Master Agreement shall be performed during the period which begins Oct 01 2023 and ends Sep 30 2027. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING
Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK
The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS
If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS
If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE
Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS
Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT
Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be

DocuSign Envelope ID: E4D77477-E07A-45AE-A42F-916BF5C46EDC

conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor’s behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

DocuSign Envelope ID: E4D77477-E07A-45AE-A42F-916BF5C46EDC

B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H- GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of

DocuSign Envelope ID: E4D77477-E07A-45AE-A42F-916BF5C46EDC

the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests
If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees

DocuSign Envelope ID: E4D77477-E07A-45AE-A42F-916BF5C46EDC

to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

DocuSign Envelope ID: E4D77477-E07A-45AE-A42F-916BF5C46EDC

(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b)

DocuSign Envelope ID: E4D77477-E07A-45AE-A42F-916BF5C46EDC

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity

DocuSign Envelope ID: E4D77477-E07A-45AE-A42F-916BF5C46EDC

through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent

DocuSign Envelope ID: E4D77477-E07A-45AE-A42F-916BF5C46EDC

certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

DocuSign Envelope ID: E4D77477-E07A-45AE-A42F-916BF5C46EDC

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

DocuSign Envelope ID: E4D77477-E07A-45AE-A42F-916BF5C46EDC

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Braun Northwest, Inc.

Signature DocuSigned by: Tami McCallum 04522797849546E...

Name Tami McCallum

Title V.P. Sales

Date 10/16/2023

H-GAC

Signature DocuSigned by: 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 10/23/2023

DocuSign Envelope ID: E4D77477-E07A-45AE-A42F-916BF5C46EDC

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

DocuSign Envelope ID: E4D77477-E07A-45AE-A42F-916BF5C46EDC

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

DocuSign Envelope ID: E4D77477-E07A-45AE-A42F-916BF5C46EDC

a. General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
b. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

DocuSign Envelope ID: E4D77477-E07A-45AE-A42F-916BF5C46EDC

a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. CUSTOMER/END USER Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount
f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

DocuSign Envelope ID: E4D77477-E07A-45AE-A42F-916BF5C46EDC

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. ''Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

DocuSign Envelope ID: E4D77477-E07A-45AE-A42F-916BF5C46EDC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

DocuSign Envelope ID: E4D77477-E07A-45AE-A42F-916BF5C46EDC

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of $250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

Page 370 of 483

DocuSign Envelope ID: E4D77477-E07A-45AE-A42F-916BF5C46EDC

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

DocuSign Envelope ID: E4D77477-E07A-45AE-A42F-916BF5C46EDC

Ambulances, EMS & Special Service Vehicles

Request For Proposal
HGACBuy/Cooperative Purchasing Program
Project ID: AM10-23
Release Date: Friday, June 9, 2023
Due Date: Thursday, August 10, 2023 12:00pm
Posted Friday, June 9, 2023 7:00am
Bid Unsealed Thursday, August 10, 2023 12:03pm
Pricing Unsealed Thursday, August 10, 2023 12:03pm
All dates & times in Central Time

3. Scope of Work / Specifications

This is an indefinite quantity/indefinite delivery offerings contract. The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

3.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Ambulances, EMS and Other Specialty Vehicles and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers (end users) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. H-GAC is seeking the broadest possible selection of available ambulances, emergency medical response and specialty vehicles to best serve our customers by providing the largest selection of products/services available to meet their needs. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories.

3.2. Categories

This Solicitation is divided into ten (10) separate but related product categories (A-J). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category G. If that specific vehicle is also available with an internal combustion engine (ICE), please list the ICE vehicle separately in the appropriate vehicle category. Category G will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

DocuSign Envelope ID: E4D77477-E07A-45AE-A42F-916BF5C46EDC

1. **Ambulance**

   Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, Type (I, II, or III), module configurations/dimensions, chassis (make and model), 2WD/4WD, and fuel type.

2. **Light/Medium Duty EMS Rescue Vehicle**

   Response listings/descriptions must be organized by major sub-categories, which include manufacturer, model, type/function, chassis (make and model), dimensions, 2WD/4WD, and fuel type.

3. **Other Specialty Vehicle or Equipment**

   Category includes vehicles or trailers for command, communication, tactical response, or other related emergency response functions. Response listings/descriptions must be organized by major sub-categories, which shall include manufacturer, model, type/function, chassis (make and model), axle configuration, dimensions, 2WD/4WD, and fuel type.

4. **EMS Vehicle Conversions**

   Response listings/descriptions must be organized by major sub-categories, which include manufacturer, model, type/function, chassis, 2WD/4WD, and fuel type.

5. **Remount Services Only**

   Pricing for this service must include the cost of removing an existing body and reinstalling it on a different chassis, only. This service would apply where the chassis was supplied by the end user.
   Note: Remounting Services are to be performed by an authorized dealer/remounter. Any specific certifications or warranties that may be requested by an end user regarding remounts is the end user's responsibility and will be negotiated between the end user and the supplier/contractor when services are quoted.

6. **Remount on Contractor Supplied Chassis**

   Pricing for these items must include the cost of the chassis plus the removal and reinstallation of the body.

7. **Electric/Alternative Fuel Ambulance/EMS/Rescue Vehicles**

   Response listings must be organized by manufacturer, model, vehicle type/function, and primary fuel/propulsion type.

8. **Ambulance/EMS/Rescue Vehicle Service/Maintenance Plans**

   Response listings must include specific details about which fees are included in costs, including current labor rates, and fee structures.

9. **Ambulance/EMS/Rescue Vehicle Parts and Supplies**

   Response listing must include percentage discount.

10. **Ambulance/EMS/Rescue Vehicle Options**

    Response listing must include percentage discount.

DocuSign Envelope ID: E4D77477-E07A-45AE-A42F-916BF5C46EDC

3.3. General Requirements

All products priced and sold pursuant to this Solicitation must, as applicable:

1. Meet all applicable requirements of federal, state and local laws and regulations.
2. Be manufacturer's normal offering with all standard features and functions and performance levels.
3. Be ready for turn-key operation upon delivery.
4. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: “Unpriced/unpublished” options cannot be quoted on the Base Pricing List and may not be sold through this contract.

3.4. Additional Requirements

Licenses

1. Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Division of Motor Vehicles, Motor Vehicle Commission Code [latest edition], or any other local, state and federal licenses required and which are applicable to the respondent’s operations.
2. The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Division. Contractor must ensure all emergency and specialty vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.
3. Contractor must maintain all licensing required by the State of Texas as applicable to their business operations during the entire contract term. If during the contract period such licensing lapses, Contractor will be in default and become subject to contract termination unless issued a stay or waiver.

Manuals

1. Contractor must supply at the time of delivery, at least two (2) sets of complete operations and service documentation covering the completed emergency vehicles as delivered and accepted (as per latest edition of KKK-A-1822F).
2. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each listing being bid.

DocuSign Envelope ID: E4D77477-E07A-45AE-A42F-916BF5C46EDC

Warranty

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

1. Contractor must furnish with response, and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
2. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).
3. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment/vehicle by the Contractor without cost to H-GAC or the Customer. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
4. Any and all documents necessary to effect manufacturer’s warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer’s warranty which will be honored by any of the manufacturer’s authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer.
5. The patient compartment, all modifications to the OEM chassis by Contractor on the accepted unit, equipment and parts will be guaranteed for a minimum period of one (1) year against defects in design, materials, and workmanship. The warranty period will begin upon final acceptance of the equipment. This warranty will cover parts and labor expenses.
6. On Type I & III emergency medical service MODULE the warranty period will be fifteen (15) years.
7. This warranty will be upgraded to its original status each time the module is remounted by Contractor, or a Contractor authorized remount facility, not to exceed five (5) years above the original warranty.
8. In the event any component part of equipment or materials furnished under these specifications, or its subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor will, at no expense to the End User agency or H-GAC, repair or replace equipment or component with new equipment or component.
9. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

DocuSign Envelope ID: E4D77477-E07A-45AE-A42F-916BF5C46EDC

3.5. Vehicle Requirements

All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards (examples: National Fire Protection Association (NFPA), Commission on Accreditation of Ambulance Services (CAAS), Federal Specification for the Star-of-Life Ambulance (KKK-A-1822F), Occupational Safety and Health Administration (OSHA)).

3.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

3.7. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

1. "Business Day" Monday through Friday
2. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
3. "Regular Time" Work that occurs during standard business hours
4. "Emergency Time" Work that occurs outside standard business hours

3.8. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will directly invoice the contractor an administrative fee (Order Processing Charge) applicable to the sale of all equipment and services submitted in contractor's response. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. For this solicitation the administrative fee is as follows:

Administrative Fee (per Purchase Order)

Category A – Ambulance: $1,000 per purchase order

Category B – Light/Medium Rescue Vehicle: $1,000 per purchase order

Category C – Specialty Vehicle/Equipment:

Light Rescue/Special Service	$1,000 per purchase order
Heavy Rescue/Special Service	$2,000 per purchase order
All Trailers	2% per purchase order

Category D – EMS Vehicle Conversions:	$1,000 per purchase order
Category E – Remount Services Only:	$600 per purchase order
Category F – Remount on Contractor Supplied Chassis:	$600 per purchase order
Category G –Electric/Alternative Fuel Vehicles	Determined by category of vehicle
Category H –Service/Maintenance Plans:	2% per purchase order
Category I - Ambulance/Vehicle Parts and Supplies	2% per purchase order
Category J - Ambulance/EMS/Rescue Vehicle Options	No separate fee - part of vehicle

3.9. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased, including Product Code, if applicable
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

DocuSign Envelope ID: E4D77477-E07A-45AE-A42F-916BF5C46EDC

Attachment A
Braun Northwest, Inc.
Ambulances, EMS & Special Service Vehicles
Contract No.: AM10-23

Manufacturer	Product	Item Description	Offered List Price	HGACBuy Discount
		Category A - Ambulance		
Braun Northwest, Inc.	**AM23CA01**	North Star - Type 1 - Ford F-350 4x4 - Diesel Engine - 147"L x 94"W x 72" HR	$ 212,653.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA02**	North Star - Type 1 - Ford F-350 4x4 - Diesel Engine - 155"L x 94"W x 72" HR	$ 237,613.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA03**	North Star - Type 1 - Ram 3500 4x4 - Diesel Engine - 147"L x 94"W x 72" HR	$ 221,543.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA04**	North Star - Type 1 - GMC K3500 4x4 - Diesel Engine - 147"L x 94"W x 72" HR	$ 211,873.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA05**	North Star - Type 1 - Chevrolet 4500 4x4 - Diesel Engine - 167"L x 94"W x 72" HR	$ 239,292.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA06**	North Star - Type 1 - Ford F-450 4x4 - Diesel Engine - 147"L x 94"W x 72" HR	$ 231,346.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA07**	North Star - Type 1 - Ford F-450 4x4 - Diesel Engine - 167"L x 94"W x 72" HR	$ 235,296.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA08**	North Star - Type 1 - Ram 4500 4x4 - Diesel Engine - 167"L x 94"W x 72" HR	$ 244,557.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA09**	North Star - Type 1 - Medium Duty - Ford F-650 4x2 - Diesel Engine - 167"L x 96"W x 72" HR	$ 266,552.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA10**	North Star - Type 1 - Medium Duty - International - Diesel Engine - 167"L x 96"W x 72" HR	$ 269,771.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA11**	North Star - Type 1 - Medium Duty - Freightliner - Diesel Engine - 167"L x 96"W x 72" HR	$ 275,270.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA12**	North Star - Type 2 - MB Sprinter Van	$ 156,817.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA13**	North Star - Type 2 - Promaster Van	$ 159,701.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA14**	North Star - Type 2 - Ford Transit AWD Gas	$ 164,638.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA15**	North Star - Type 3 - Ford E-350 - Gas Engine - 147"L x 94"W x 72" HR	$ 192,750.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA16**	North Star - Type 3 - GMC G3500 - Gas Engine - 147"L x 94"W x 72" HR	$ 199,296.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA17**	North Star - Type 3 - Ford E-450 - Gas Engine - 167"L x 94"W x 72" HR	$ 199,690.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CA18**	North Star - Type 3 - GMC 4500 - Gas Engine - 167"L x 94"W x 72" HR	$ 204,991.00	-$ 1,500.00
		Category B - Light/Medium EMS Rescue Vehicle		
Braun Northwest, Inc.	**AM23CB01**	North Star - Fire Rescue - Ford F-550 4x4 Crew Cab - Diesel Engine - 116"L x 94"W	$ 199,255.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CB02**	North Star - Fire Rescue - Ford F-550 4x4 Regular Cab - Diesel Engine - 116"L x 94"W	$ 191,824.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CB03**	North Star - Fire Rescue - Ram 5500 4x4 Crew Cab - Diesel Engine - 116"L x 94"W	$ 207,228.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CB04**	North Star - Fire Rescue - Ram 5500 4x4 Regular Cab - Diesel Engine - 116"L x 94"W	$ 199,338.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CB05**	North Star - Fire Rescue - Ford F-550 4x4 Crew Cab - Diesel Engine - 147"L x 94"W	$ 200,248.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CB06**	North Star - Fire Rescue - Ford F-550 4x4 Regular Cab - Diesel Engine - 147"L x 94"W	$ 193,322.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CB07**	North Star - Fire Rescue - Ram 5500 4x4 Crew Cab - Diesel Engine - 147"L x 94"W	$ 208,726.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CB08**	North Star - Fire Rescue - Ram 5500 4x4 Regular Cab - Diesel Engine - 147"L x 94"W	$ 200,836.00	-$ 1,500.00

Braun Northwest, Inc.	**AM23CB09**	North Star - Fire Rescue - Ford F-550 4x4 Regular Cab - Diesel Engine - 167"L x 94"W	$ 198,322.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CB10**	North Star - Fire Rescue - Ram 5500 4x4 Regular Cab - Diesel Engine - 167"L x 94"W	$ 205,836.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CB11**	North Star - Fire Rescue - Ford F-550 4x4 Regular Cab - Diesel Engine - 192"L x 94"W	$ 220,140.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CB12**	North Star - Fire Rescue - Ram 5500 4x4 Regular Cab - Diesel Engine - 192"L x 94"W	$ 226,270.00	-$ 1,500.00
		Category C - Other Specialty Vehicle or Equipment		
Braun Northwest, Inc.	**AM23CC01**	North Star - Prisoner Transport - Ford E-350 - Gas Engine - 138"L x 94"W x 57.875"HR	$ 140,354.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CC02**	North Star - Prisoner Transport - Ford F-350 4x4 - Diesel Engine - 143"L x 94"W x 57.75"HR	$ 155,542.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CC03**	North Star - Prisoner Transport - Ford F-450 4x2 Regular Cab - Diesel Engine - 191"L x 94"W x 72.875"HR	$ 196,087.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CC04**	North Star - Prisoner Transport - Ford F-550 4x2 - Regular Cab - Diesel Engine - 197"L x 94"W x 73" HR	$ 213,909.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CC05**	North Star - Prisoner Transport - Freightliner M2 4x2 - Regular Cab - Diesel Engine - 197"L x 94" W x 73"HR	$ 245,915.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CC06**	North Star - Prisoner Transport - Ford F-650 4x2 - Super Cab - Diesel Engine - 197"L x 94" W x 73"HR	$ 246,335.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CC07**	North Star - Prisoner Transport - Ram 4500 4x2 - Regular Cab - Gas Engine - 197"L x 94"W x 72 "HR	$ 217,020.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CC08**	North Star - EOD Command - Ford F-550 4x4 - Regular Cab - Diesel Engine - 191"L x 94" W x 80" HR	$ 274,359.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CC09**	North Star - EOD Command - International MV607 4x2 - Crew Cab - Diesel Engine - 222"L x 100"W x 84"HR	$ 364,112.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CC10**	North Star - SWAT Command - Ford F-550 4x4 - Regular Cab - Diesel Engine - 192"L x 94" W x 78" HR	$ 234,524.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CC11**	North Star - Hazardous Materials Command - Ford F-550 4x4 - Regular Cab - Diesel Engine - 189"L x 96" W x 72" HR	$ 273,464.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CC12**	North Star - Crime Scene Command - Ford F-350 4x4 - Diesel Engine - 147"L x 94"W x 72"HR	$ 228,796.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CC13**	North Star - Mobile Command - Ford F-650 4x2 - Diesel Engine - 196"L x 94"W x 76"HR	$ 290,290.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CC14**	North Star - Wildland Crew Body - 198"L x 98"W x 78" HR	$ 215,849.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CC15**	North Star - Command Van - Transit AWD - Gas	$ 152,873.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CC16**	North Star - Prisoner Transport - Freightliner M2 106 Plus 4x2 - Diesel Engine - 351"L x 102"W x 117" HR	$ 494,629.00	-$ 1,500.00
		Category E - Remount Services Only		
Braun Northwest, Inc.	**AM23CE01**	North Star - Remount of Northstar Module	$ 56,159.00	-$ 1,500.00
		Category F - Remount on Contractor Supplied Chassis		
Braun Northwest, Inc.	**AM23CE02**	North Star - Remount of Northstar Module - Ford F-350 4x4 - Regular Cab - Diesel Engine	$ 129,926.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CE03**	North Star - Remount of Northstar Module - Ford F-450 4x4 - Regular Cab - Diesel Engine	$ 138,950.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CE04**	North Star - Remount of Northstar Module - Ford E-350 4x2 - Regular Cab - Gas Engine	$ 102,267.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CE05**	North Star - Remount of Northstar Module - Ford E-450 4x2 - Regular Cab - Gas Engine	$ 104,412.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CE06**	North Star - Remount of Northstar Module - GMC G3500 4x2 - Regular Cab - Gas Engine	$ 93,569.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CE07**	North Star - Remount of Northstar Module - GMC G4500 4x2 - Regular Cab - Gas Engine	$ 94,973.00	-$ 1,500.00

Braun Northwest, Inc.	**AM23CE08**	North Star - Remount of Northstar Module - Chevrolet 4500 4x4 - Regular Cab - Diesel Engine	$ 139,889.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CE09**	North Star - Remount of Northstar Module - Ram 3500 4x4 - Regular Cab - Diesel Engine	$ 131,139.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CE10**	North Star - Remount of Northstar Module - Ram 4500 4x4 - Regular Cab - Diesel Engine	$ 150,204.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CE11**	North Star - Remount of Northstar Module - International MV607 4x2 - Regular Cab - Diesel Engine	$ 175,328.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CE12**	North Star - Remount of Northstar Module - Freightliner M2 4x2 - Regular Cab - Diesel Engine	$ 168,352.00	-$ 1,500.00
Braun Northwest, Inc.	**AM23CE13**	North Star - Remount of Northstar Module - Ford F-650 4x2 - Regular Cab - Diesel Engine	$ 168,509.00	-$ 1,500.00

RESOLUTION NO. 2026 -

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 HOUSTON-GALVESTON AREA COUNCIL (HGACBUY) CONTRACT NO. AM10-23 WITH BRAUN NORTHWEST, INC. FOR THE PURCHASE OF FIVE (5) 2027 NORTH STAR TYPE III ADVANCED LIFE SUPPORT AMBULANCES IN AN AMOUNT NOT TO EXCEED $1,459,951.50, AND 2) AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION IN THE AMOUNT OF $1,460,000 IN THE AMBULANCE TRANSPORT SERVICES ENTERPRISE FUND AND A CORRESPONDING APPROPRIATION IN THE VEHICLE ACQUISITION FUND.

WHEREAS, the City Council has authorized the establishment of an in-house Ambulance Transport Services (ATS) program to provide emergency ambulance transport services directly through the National City Fire Department; and

WHEREAS, the Ambulance Transport Services Enterprise Fund has been established to account for all of the financial activities of the ATS program; and

WHEREAS, on September 15, 2026, per Resolution No. 2026-120, the City Council authorized a loan from the Sewer Fund to the ATS Enterprise Fund for start-up costs of the ATS program; and

WHEREAS, implementation of the ATS program requires the acquisition of ambulances and other operational resources necessary to begin service delivery; and

WHEREAS, staff recommends the purchase of five (5) 2027 North Star Type III Advanced Life Support ambulances manufactured by Braun Northwest, Inc., which will serve as the initial fleet for the ATS program, consisting of three frontline transport units and two reserve units to provide operational continuity, maintenance coverage, and surge capacity; and

WHEREAS, the total purchase price for the five ambulances is $1,459,951.50, which includes vehicle base pricing, customization options, inspection travel, taxes, delivery, the applicable HGAC administrative fee, and contingency funding incorporated into the vendor's proposal; and

WHEREAS, the City has an opportunity to piggyback onto Houston-Galveston Area Council (HGACBuy) Contract No. AM10-23 with Braun Northwest, Inc. for the purchase of the ambulances; and

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

WHEREAS, National City's Purchasing staff has confirmed that HGACBuy Contract No. AM10-23 with Braun Northwest, Inc. was competitively bid through a Request for Proposals

process, and that the HGACBuy procurement procedures are in substantial compliance with those of National City; and

WHEREAS, City staff recommends adoption of this 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 waives the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizes the City to piggyback onto HGACBuy Contract No. AM10-23 with Braun Northwest, Inc. for the purchase of five (5) 2027 North Star Type III Advanced Life Support ambulances for implementation of the City's Ambulance Transport Services program in an amount not-to-exceed $1,459,951.50.

Section 2. That the City Council hereby authorizes the establishment of a Fiscal Year 2027 appropriation in the amount of $1,460,000 in the Ambulance Transport Services Enterprise Fund to be transferred to the Vehicle Acquisition Fund for the purchase of the ambulances.

Section 3. That the City Council hereby authorizes the establishment of a Fiscal Year 2027 appropriation in the amount of $1,460,000 in the Vehicle Acquisition Fund for the purchase of the ambulances.

Section 4. That the City Manager, or designee, is hereby authorized to execute all documents and take all actions necessary to effectuate the purchase authorized by this Resolution.

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

PASSED and ADOPTED this 6th day of October, 2026.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Heidi Skinner, City Attorney

AGENDA REPORT

Department: **Finance**
Prepared by: **Kecia Carrasco, Accountant**
Meeting Date: **Tuesday, October 6, 2026**
Approved by: **Douglas J. Schulze, City Manager**

SUBJECT:
Investment Transactions for the Month Ended July 31, 2026.

RECOMMENDATION:
Accept and File the Investment Transaction Ledger for the Month Ending July 31, 2026.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
In accordance with California Government Code Section 53646 and Section XIIA of the City of National City's investment policy, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period.

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending July 31, 2026.

FINANCIAL STATEMENT:
In this period, there were acquisitions of $1,557,124.28 and dispositions of $1,428,215.68.

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

EXHIBIT:
Exhibit A – Investment Transaction Ledger 2026-0731

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of National City | Account | As of July 31, 2026

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

Bank of New York Mellon

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

City of National City | Account | As of July 31, 2026

Portfolio Characteristics

Average Modified Duration	2.46
Average Coupon	3.85%
Average Purchase YTM	4.13%
Average Market YTM	4.45%
Average Credit Quality*	AA+
Average Final Maturity	2.90
Average Life	2.71

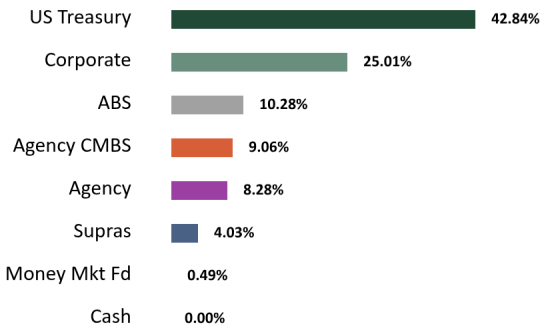
Account Summary

	End Values as of 06/30/2026	End Values as of 07/31/2026
Market Value	40,666,230.10	40,605,542.79
Accrued Interest	310,909.88	334,870.43
Total Market Value	**40,977,139.98**	**40,940,413.21**
Income Earned	197,172.29	132,086.91
Cont/WD	0.00	(5,760.87)
Par	41,170,264.13	41,273,799.30
Book Value	40,687,425.56	40,789,646.24
Cost Value	40,687,425.56	40,789,646.24

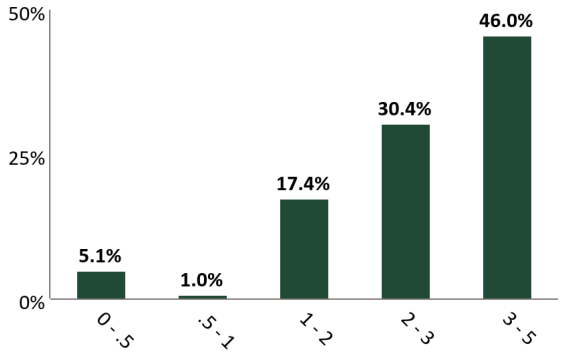
Top Issuers

United States	42.84%
Federal Home Loan Mortgage Corp	9.06%
Federal Home Loan Banks	5.84%
Farm Credit System	2.44%
International Bank for Recon and Dev	2.06%
Chase Issuance Trust	1.75%
Merck & Co., Inc.	1.56%
Mastercard Incorporated	1.40%

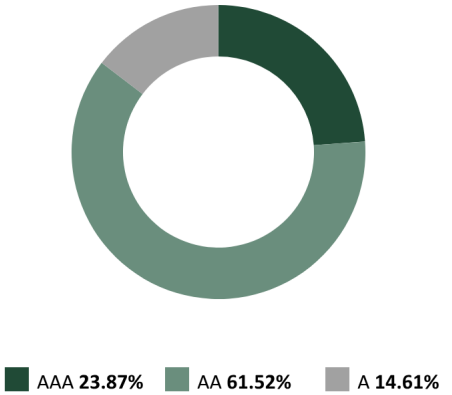
Sector Allocation



Maturity Distribution



Credit Quality*



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (03/01/12)
City of National City	(0.08%)	0.10%	0.56%	3.07%	3.88%	4.48%	1.89%	1.87%	1.55%
Benchmark Return	(0.04%)	0.05%	0.39%	2.81%	3.59%	4.19%	1.52%	1.58%	1.33%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index

STATEMENT OF COMPLIANCE

City of National City | Account | As of July 31, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES				
Max % (MV)	100.0	9.0	Compliant	
Max % Issuer (MV)	30.0	9.0	Compliant	
Max Maturity (Years)	30.0	4.5	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV; Non Agency ABS & MBS)	20.0	10.2	Compliant	
Max % Issuer (MV)	5.0	1.7	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A- by 2, A-1 by 2)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A by 2, A-1 by 2)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	25.1	Compliant	
Max % Issuer (MV)	5.0	1.6	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	

The Statement of Compliance reflects Chandler's assessment of compliance with the applicable investment policy for the assets Chandler directly manages. The report may also present assets reported to Chandler by clients, custodians, or other third parties. Chandler includes those assets in the assessment but has no discretionary authority over them, does not independently verify the information provided, and assumes no responsibility for the accuracy or completeness of that information. Questions regarding this report should be directed to the designated investment professional.

STATEMENT OF COMPLIANCE

City of National City | Account | As of July 31, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
FEDERAL AGENCIES				
Max % (MV)	100.0	8.3	Compliant	
Max Maturity (Years)	5	2	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.5	Compliant	
Max % Issuer (MV)	20.0	0.5	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV; Non Agency ABS & MBS)	20.0	10.2	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 2)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A by 2, A-1 by 2 if > FDIC Limit)	0.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	4.0	Compliant	
Max % Issuer (MV)	10.0	2.1	Compliant	
Max Maturity (Years)	5	3	Compliant	

The Statement of Compliance reflects Chandler's assessment of compliance with the applicable investment policy for the assets Chandler directly manages. The report may also present assets reported to Chandler by clients, custodians, or other third parties. Chandler includes those assets in the assessment but has no discretionary authority over them, does not independently verify the information provided, and assumes no responsibility for the accuracy or completeness of that information. Questions regarding this report should be directed to the designated investment professional.

STATEMENT OF COMPLIANCE

City of National City | Account | As of July 31, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	42.8	Compliant	
Max Maturity (Years)	5	4	Compliant	

The Statement of Compliance reflects Chandler's assessment of compliance with the applicable investment policy for the assets Chandler directly manages. The report may also present assets reported to Chandler by clients, custodians, or other third parties. Chandler includes those assets in the assessment but has no discretionary authority over them, does not independently verify the information provided, and assumes no responsibility for the accuracy or completeness of that information. Questions regarding this report should be directed to the designated investment professional.

RECONCILIATION SUMMARY

City of National City | Account | As of July 31, 2026

Maturities / Calls

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Principal Paydowns

Month to Date	**(29,316.40)**
Fiscal Year to Date	**(29,316.40)**

Purchases

Month to Date	**1,555,999.28**
Fiscal Year to Date	**1,555,999.28**

Sales

Month to Date	**(1,424,317.39)**
Fiscal Year to Date	**(1,424,317.39)**

Interest Received

Month to Date	**105,353.07**
Fiscal Year to Date	**105,353.07**

Purchased / Sold Interest

Month to Date	**2,773.29**
Fiscal Year to Date	**2,773.29**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2026)
Beginning Book Value	40,687,425.56	40,687,425.56
Maturities/Calls	0.00	0.00
Principal Paydowns	(29,316.40)	(29,316.40)
Purchases	1,555,999.28	1,555,999.28
Sales	(1,424,317.39)	(1,424,317.39)
Change in Cash, Payables, Receivables	67.78	67.78
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	(212.60)	(212.60)
Ending Book Value	40,789,646.24	40,789,646.24

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2026)
Beginning Market Value	40,666,230.10	40,666,230.10
Maturities/Calls	0.00	0.00
Principal Paydowns	(29,316.40)	(29,316.40)
Purchases	1,555,999.28	1,555,999.28
Sales	(1,424,317.39)	(1,424,317.39)
Change in Cash, Payables, Receivables	67.78	67.78
Amortization/Accretion	0.00	0.00
Change in Net Unrealized Gain (Loss)	(162,907.99)	(162,907.99)
Realized Gain (Loss)	(212.60)	(212.60)
Ending Market Value	40,605,542.79	40,605,542.79

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/02/2026	60934N807	430.69	FEDERATED HRMS GV O SVC	1.000	3.29%	(430.69)	0.00	(430.69)	0.00
Purchase	07/13/2026	60934N807	300,205.62	FEDERATED HRMS GV O SVC	1.000	3.26%	(300,205.62)	0.00	(300,205.62)	0.00
Purchase	07/13/2026	60934N807	7,425.00	FEDERATED HRMS GV O SVC	1.000	3.26%	(7,425.00)	0.00	(7,425.00)	0.00
Purchase	07/15/2026	60934N807	7,373.79	FEDERATED HRMS GV O SVC	1.000	3.29%	(7,373.79)	0.00	(7,373.79)	0.00
Purchase	07/15/2026	60934N807	13,634.14	FEDERATED HRMS GV O SVC	1.000	3.29%	(13,634.14)	0.00	(13,634.14)	0.00
Purchase	07/16/2026	14041NGJ4	415,000.00	COMET 2026-1 A 4.48 07/16/2029	99.977	4.49%	(414,903.55)	0.00	(414,903.55)	0.00
Purchase	07/20/2026	60934N807	13,699.25	FEDERATED HRMS GV O SVC	1.000	3.26%	(13,699.25)	0.00	(13,699.25)	0.00
Purchase	07/21/2026	60934N807	13,389.10	FEDERATED HRMS GV O SVC	1.000	3.27%	(13,389.10)	0.00	(13,389.10)	0.00
Purchase	07/21/2026	60934N807	694.98	FEDERATED HRMS GV O SVC	1.000	3.27%	(694.98)	0.00	(694.98)	0.00
Purchase	07/22/2026	47800VAD6	180,000.00	JDOT 26B A3 4.88 11/15/2030	99.988	4.88%	(179,977.52)	0.00	(179,977.52)	0.00
Purchase	07/22/2026	60934N807	280,470.62	FEDERATED HRMS GV O SVC	1.000	3.28%	(280,470.62)	0.00	(280,470.62)	0.00
Purchase	07/24/2026	67066GAR5	250,000.00	NVIDIA CORP 4.5 06/15/2031	98.309	4.89%	(245,772.50)	(1,125.00)	(246,897.50)	0.00
Purchase	07/27/2026	60934N807	9,106.51	FEDERATED HRMS GV O SVC	1.000	3.30%	(9,106.51)	0.00	(9,106.51)	0.00
Purchase	07/27/2026	60934N807	8,553.51	FEDERATED HRMS GV O SVC	1.000	3.30%	(8,553.51)	0.00	(8,553.51)	0.00
Purchase	07/28/2026	60934N807	4,750.00	FEDERATED HRMS GV O SVC	1.000	3.31%	(4,750.00)	0.00	(4,750.00)	0.00
Purchase	07/31/2026	60934N807	55,612.50	FEDERATED HRMS GV O SVC	1.000	3.32%	(55,612.50)	0.00	(55,612.50)	0.00

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Total Purchase			**1,560,345.71**				**(1,555,999.28)**	**(1,125.00)**	**(1,557,124.28)**	**0.00**
TOTAL ACQUISITIONS			**1,560,345.71**				**(1,555,999.28)**	**(1,125.00)**	**(1,557,124.28)**	**0.00**
DISPOSITIONS										
Sale	07/13/2026	91282CFZ9	(300,000.00)	UNITED STATES TREASURY 3.875 11/30/2027	99.613	3.96%	298,839.84	(1,365.78)	300,205.62	35.15
Sale	07/16/2026	60934N807	(330,122.71)	FEDERATED HRMS GV O SVC	1.000	3.28%	330,122.71	0.00	330,122.71	0.00
Sale	07/16/2026	60934N807	(84,780.84)	FEDERATED HRMS GV O SVC	1.000	3.28%	84,780.84	0.00	84,780.84	0.00
Sale	07/22/2026	91282CFZ9	(460,000.00)	UNITED STATES TREASURY 3.875 11/30/2027	99.547	3.96%	457,915.63	(2,532.51)	460,448.14	(251.56)
Sale	07/24/2026	60934N807	(246,897.50)	FEDERATED HRMS GV O SVC	1.000	3.30%	246,897.50	0.00	246,897.50	0.00
Sale	07/30/2026	60934N807	(5,760.87)	FEDERATED HRMS GV O SVC	1.000	3.31%	5,760.87	0.00	5,760.87	0.00
Total Sale			**(1,427,561.92)**				**1,424,317.39**	**(3,898.29)**	**1,428,215.68**	**(216.41)**
TOTAL DISPOSITIONS			**(1,427,561.92)**				**1,424,317.39**	**(3,898.29)**	**1,428,215.68**	**(216.41)**
OTHER TRANSACTIONS										
Cash Transfer	07/30/2026	CCYUSD	(5,760.87)	Cash		0.00%	(5,760.87)	0.00	(5,760.87)	0.00
Total Cash Transfer			**(5,760.87)**				**(5,760.87)**	**0.00**	**(5,760.87)**	**0.00**
Coupon	07/01/2026	3137H4BY5	0.00	FHMS K-746 A2 2.031 09/25/2028		5.35%	541.60	0.00	541.60	0.00
Coupon	07/01/2026	3137FETN0	0.00	FHMS K-073 A2 3.35 01/25/2028		4.75%	530.42	0.00	530.42	0.00

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	07/01/2026	3137FGZT5	0.00	FHMS K-079 A2 3.926 06/25/2028		4.66%	981.50	0.00	981.50	0.00
Coupon	07/01/2026	3137FG6X8	0.00	FHMS K-077 A2 3.85 05/25/2028		4.65%	2,310.00	0.00	2,310.00	0.00
Coupon	07/01/2026	3137FXZ35	0.00	FHMS K-127 A2 2.108 01/25/2031		4.06%	790.50	0.00	790.50	0.00
Coupon	07/01/2026	3137F9Z79	0.00	FHMS K-125 A2 1.846 01/25/2031		3.94%	1,538.33	0.00	1,538.33	0.00
Coupon	07/01/2026	3137F83Q4	0.00	FHMS K-121 A2 1.547 10/25/2030		3.93%	644.58	0.00	644.58	0.00
Coupon	07/01/2026	3137FTFY8	0.00	FHMS K-109 A2 1.558 04/25/2030		3.80%	649.17	0.00	649.17	0.00
Coupon	07/13/2026	45950KDD9	0.00	INTERNATIONAL FINANCE CORP 4.5 07/13/2028		4.53%	7,425.00	0.00	7,425.00	0.00
Coupon	07/15/2026	161571HT4	0.00	CHAIT 2023-1 A 5.16 09/15/2028		5.23%	1,698.50	0.00	1,698.50	0.00
Coupon	07/15/2026	44935KAD5	0.00	HART 26B A3 4.51 02/18/2031		4.81%	806.79	0.00	806.79	0.00
Coupon	07/15/2026	34535VAD6	0.00	FORDO 2024-D A3 4.61 08/15/2029		4.61%	883.58	0.00	883.58	0.00
Coupon	07/15/2026	58769MAD2	0.00	MBART 261 A3 4.36 10/15/2030		4.56%	1,071.83	0.00	1,071.83	0.00
Coupon	07/15/2026	161571JA3	0.00	CHAIT 2026-1 A 4.4 05/15/2029		4.41%	1,809.50	0.00	1,809.50	0.00
Coupon	07/15/2026	89239TAD4	0.00	TAOT 2024-D A3 4.4 06/15/2029		4.40%	418.93	0.00	418.93	0.00
Coupon	07/15/2026	43814YAD3	0.00	HAROT 2026-2 A3 4.3 11/15/2030		4.34%	1,075.00	0.00	1,075.00	0.00
Coupon	07/15/2026	44935CAD3	0.00	HART 2025-A A3 4.32 10/15/2029		4.32%	846.00	0.00	846.00	0.00
Coupon	07/15/2026	92970QAK1	0.00	WFCIT 2026-1 A 4.08 04/16/2029		4.32%	680.00	0.00	680.00	0.00

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	07/15/2026	47800DAD6	0.00	JDOT 2025 A3 4.23 09/17/2029		4.23%	652.13	0.00	652.13	0.00
Coupon	07/15/2026	58770YAD3	0.00	MBALT 2026-A A3 3.93 01/15/2030		3.94%	360.25	0.00	360.25	0.00
Coupon	07/15/2026	47787DAD3	0.00	JDOT 2026 A3 3.87 08/15/2030		3.87%	435.38	0.00	435.38	0.00
Coupon	07/15/2026	89231GAD0	0.00	TAOT 2025-D A3 3.84 06/17/2030		3.84%	800.00	0.00	800.00	0.00
Coupon	07/15/2026	87612EBM7	0.00	TARGET CORP 1.95 01/15/2027		1.99%	2,096.25	0.00	2,096.25	0.00
Coupon	07/19/2026	61747YFS9	0.00	MORGAN STANLEY 5.042 07/19/2030		4.23%	5,042.00	0.00	5,042.00	0.00
Coupon	07/20/2026	61747YFF7	0.00	MORGAN STANLEY 5.449 07/20/2029		4.32%	8,173.50	0.00	8,173.50	0.00
Coupon	07/20/2026	36275AAD1	0.00	GMALT 2026-2 A3 4.3 03/20/2029		4.30%	483.75	0.00	483.75	0.00
Coupon	07/21/2026	43813YAC6	0.00	HAROT 2024-3 A3 4.57 03/21/2029		4.57%	694.98	0.00	694.98	0.00
Coupon	07/25/2026	096919AD7	0.00	BMWOT 2024-A A3 5.18 02/26/2029		5.18%	442.20	0.00	442.20	0.00
Coupon	07/25/2026	05594HAD5	0.00	BMWLT 2025-2 A3 3.97 09/25/2028		3.97%	678.21	0.00	678.21	0.00
Coupon	07/28/2026	09247XAR2	0.00	BLACKROCK FINANCE INC 1.9 01/28/2031		4.47%	4,750.00	0.00	4,750.00	0.00
Coupon	07/31/2026	69371RS80	0.00	PACCAR FINANCIAL CORP 4.6 01/31/2029		4.64%	10,925.00	0.00	10,925.00	0.00
Coupon	07/31/2026	91282CJW2	0.00	UNITED STATES TREASURY 4.0 01/31/2029		4.31%	14,000.00	0.00	14,000.00	0.00
Coupon	07/31/2026	91282CJX0	0.00	UNITED STATES TREASURY 4.0 01/31/2031		4.01%	11,000.00	0.00	11,000.00	0.00

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	07/31/2026	91282CNN7	0.00	UNITED STATES TREASURY 3.875 07/31/2030		3.80%	9,687.50	0.00	9,687.50	0.00
Coupon	07/31/2026	91282CLC3	0.00	UNITED STATES TREASURY 4.0 07/31/2029		3.72%	10,000.00	0.00	10,000.00	0.00
Total Coupon			**0.00**				**104,922.38**	**0.00**	**104,922.38**	**0.00**
Dividend	07/31/2026	60934N807	0.00	FEDERATED HRMS GV O SVC		3.30%	498.47	0.00	498.47	0.00
Total Dividend			**0.00**				**498.47**	**0.00**	**498.47**	**0.00**
Principal Paydown	07/15/2026	89239TAD4	7,373.79	TAOT 2024-D A3 4.4 06/15/2029		4.40%	7,373.79	--	7,373.79	0.41
Principal Paydown	07/21/2026	43813YAC6	13,389.10	HAROT 2024-3 A3 4.57 03/21/2029		4.57%	13,389.10	--	13,389.10	2.10
Principal Paydown	07/25/2026	096919AD7	8,553.51	BMWOT 2024-A A3 5.18 02/26/2029		5.18%	8,553.51	--	8,553.51	1.30
Total Principal Paydown			**29,316.40**				**29,316.40**	**--**	**29,316.40**	**3.81**
TOTAL OTHER TRANSACTIONS			**23,555.53**				**128,976.38**	**0.00**	**128,976.38**	**3.81**

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

Source ICE Data Indices, LLC ("ICE"), used with permission. ICE PERMITS USE OF THE ICE INDICES AND RELATED DATA ON AN "AS IS" BASIS; ICE, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS AND/OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, INCLUDING THE INDICES, INDEX DATA AND ANY DATA INCLUDED IN, RELATED TO, OR DERIVED THEREFROM. NEITHER ICE DATA, ITS AFFILIATES OR THEIR RESPECTIVE THIRD PARTY PROVIDERS GUARANTEE THE QUALITY, ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE INDICES OR THE INDEX DATA OR ANY COMPONENT THEREOF, AND THE INDICES AND INDEX DATA AND ALL COMPONENTS THEREOF ARE PROVIDED ON AN "AS IS" BASIS AND LICENSEE'S USE IS AT LICENSEE'S OWN RISK. ICE DATA, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY DO NOT SPONSOR, ENDORSE, OR RECOMMEND CHANDLER, OR ANY OF ITS PRODUCTS OR SERVICES.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

LGIP Yields: Reported yields for local government investment pools may be presented as either the 30-day yield or the monthly distribution yield, as applicable. For certain funds, the 30-day yield is calculated using reported daily yield data. Yield calculations are subject to change and may not be directly comparable across funds.

LAIF Yields: Additional Disclosure for CA Clients - As a result of a reporting lag from the Local Agency Investment Fund (LAIF), reported LAIF yields represent the most recently available Daily Effective Yield and may reflect data from approximately 7–10 days prior to month-end.

Benchmark	Disclosure
ICE BofA 1-5 Yr US Treasury & Agency Index	The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

AGENDA REPORT

Department: **Finance**
Prepared by: **Karla Apalategui, Sr. Accounting Assistant**
Meeting Date: **Tuesday, October 6, 2026**
Approved by: **Douglas J. Schulze, City Manager**

SUBJECT:
Warrant Register No. 5 for the Period of 7/24/26 through 7/30/26 in the Amount of $6,025,255.35

RECOMMENDATION:
Ratify Warrants Totaling $6,025,255.35.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Per Government Code Section 37208, below are the payments issued for the period of 7/24/26 – 7/30/26. Consistent with the Department of Finance's practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
The Garland Co	378298	226,377.91	Roofing Materials for the MLK
City of Chula Vista	378266	126,575.00	Chula Vista Animal Care Facility
The Bank of NY	1543	233,000.00	SA National City RDA TARB 2017B
The Bank of NY	1559	2,949,000.00	SA National City RDA TARB 2017A
The Bank of NY	1559	269,667.00	SA National City RDA TARB 2017A

FINANCIAL STATEMENT:
Warrant Register Total $6,025,255.35

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

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

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

ORDINANCE:
Not Applicable

EXHIBIT:
Exhibit A – FY27 Warrant Register No. 5

Warrant Register #5
7/24/2026 to 7/30/2026

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
A/P PAYMENTS				
City Mgr				
TERRA REALTY ADVISOR	PHASE 2 - OUTDOOR ADVERTISING BILLBOARD	378297	7/30/2026	3,072.66
THE LEW EDWARDS GROU	CONSULTANT SVCS - BUSINESS LICENSE TAX REF	378299	7/30/2026	6,750.00
THE LEW EDWARDS GROU	CONSULTING SVCS - BUSINESS LICENSE TAX REF	378300	7/30/2026	6,750.00
			Total for City Mgr	**16,572.66**
Clerk				
SOUTH BAY SHREDDING	DOCUMENT SHREDDING ON-SITE AND	378294	7/30/2026	74.00
			Total for Clerk	**74.00**
Comm Svcs				
HOME DEPOT CREDIT SE	HOME DEPOT CREDIT MEMO/CSD	378278	7/30/2026	(334.00)
HOME DEPOT CREDIT SE	CASA STORAGE BINS & SUNBLOCK/CSD	378278	7/30/2026	464.32
MARTINEZ, JAZMIN	REFUND IAN MARTINEZ & AMELANI IBARRA MARTIN	378281	7/30/2026	80.00
			Total for Comm Svcs	**210.32**
Eng/PW				
ACME SAFETY & SUPPLY	SAFETY SUPPLIES FOR STREETS FY26	378261	7/30/2026	312.48
AEP CALIFORNIA LLC	DECAL FOR VEH #274 FY26-PW/EQM	378262	7/30/2026	875.44
CINTAS CORPORATION	UNIFORM APPAREL FOR FLEET FY26-PW/EQM	378265	7/30/2026	66.70
CINTAS CORPORATION	DUST MOPS & SUPPLIES FY26-PW/FAC	378265	7/30/2026	191.71
CINTAS CORPORATION	UNIFORM APPAREL FOR FACILITIES FY26-PW/FAC	378265	7/30/2026	239.75
CINTAS CORPORATION	UNIFORM APPAREL FOR WASTEWATER FY26-PW/W	378265	7/30/2026	256.67
CINTAS CORPORATION	UNIFORM APPAREL FOR STREETS FY26-PW/STS	378265	7/30/2026	269.32
CINTAS CORPORATION	UNIFORM APPAREL FOR PARKS FY26-PW/PARKS	378265	7/30/2026	305.98
FLEET SERVICES INC	MOP 67804 AUTO SUPPLIES FY27-PW/EQM	378275	7/30/2026	238.84
MARTIN MARIETTA MATE	ASPHALT SUPPLIES FOR PUBILC WORKS STREETS	378280	7/30/2026	553.02
MARTIN MARIETTA MATE	ASPHALT SUPPLIES FOR PUBILC WORKS STREETS	378280	7/30/2026	1,239.00
NATIONAL CITY MOTORC	SERVICE AND REPAIR FOR EMERGENCIES FY27	378282	7/30/2026	392.95
O'REILLY AUTO PARTS	MOP 75877 CREDIT ON ACCOUNT FY27-PW/EQM	378284	7/30/2026	(36.94)
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY27-PW/EQM	378284	7/30/2026	43.13
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY27-PW/EQM	378284	7/30/2026	491.51
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY27-PW/EQM	378284	7/30/2026	22.80
O'REILLY AUTO PARTS	MOP #75877 AUTO SUPPLIES FY27-PW/EQM	378284	7/30/2026	55.54
O'REILLY AUTO PARTS	MOP #75877 AUTO SUPPLIES FY27-PW/EQM	378284	7/30/2026	3.74
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY27-PW/EQM	378284	7/30/2026	154.99
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY27-PW/EQM	378284	7/30/2026	359.67
PARTS AUTHORITY METR	MOP #75943 AUTO SUPPIES FY27-PW/EQM	378285	7/30/2026	139.28
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPIES FY27-PW/EQM	378286	7/30/2026	143.42
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPIES FY27-PW/EQM	378287	7/30/2026	54.61
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPIES FY27-PW/EQM	378287	7/30/2026	13.68
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPIES FY27-PW/EQM	378287	7/30/2026	98.36
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY27-PW/FAC	378289	7/30/2026	277.80

Warrant Register #5
7/24/2026 to 7/30/2026

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY27-PW/FAC	378289	7/30/2026	277.80
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY27-PW/FAC	378289	7/30/2026	64.58
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY27-PW/FAC	378289	7/30/2026	57.58
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY27-PW/FAC	378289	7/30/2026	60.15
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY27-PW/FAC	378289	7/30/2026	68.26
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY27-PW/FAC	378289	7/30/2026	79.09
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY27-PW/FAC	378289	7/30/2026	148.74
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY27-PW/FAC	378289	7/30/2026	172.02
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY27-PW/FAC	378289	7/30/2026	201.12
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY27-PW/FAC	378289	7/30/2026	49.57
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY27-PW/FAC	378289	7/30/2026	271.88
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY27-PW/FAC	378289	7/30/2026	96.14
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY27-PW/FAC	378289	7/30/2026	216.41
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY27-PW/FAC	378289	7/30/2026	235.65
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY27-PW/FAC	378289	7/30/2026	151.66
PRO BUILD COMPANY	MOP GENERAL SUPPLIES FY27-PW/FAC	378289	7/30/2026	202.45
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY27-PW/FAC	378289	7/30/2026	115.24
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY27-PW/FAC	378289	7/30/2026	72.61
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY27-PW/FAC	378289	7/30/2026	36.67
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY27-PW/FAC	378289	7/30/2026	117.10
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY27-PW/FAC	378289	7/30/2026	203.49
RDO EQUIPMENT CO	BELT SPRINGS VEH #390 FY26-PW/EQM	378290	7/30/2026	7.90
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY27-PW/PARKS	378293	7/30/2026	100.87
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY27-PW/PARKS	378293	7/30/2026	255.51
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY27-PW/PARKS	378293	7/30/2026	168.44
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY27-PW/PARKS	378293	7/30/2026	218.79
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY27-PW/PARKS	378293	7/30/2026	279.67
SPEEDPRO IMAGING	VEHICLE DECALS FY26	378295	7/30/2026	341.03
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS APR-JUN FY26-PW/PA	378296	7/30/2026	148.26
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS APR-JUN FY26-PW/PA	378296	7/30/2026	148.26
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAY-JUN FY26-PW/P	378296	7/30/2026	168.48
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAY-JUL FY26-PW/PA	378296	7/30/2026	45.39
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAY-JUL FY26-PW/PA	378296	7/30/2026	45.39
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAY-JUL FY26-PW/PA	378296	7/30/2026	45.39
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAY-JUL FY26-PW/PA	378296	7/30/2026	45.39
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAY-JUL FY26-PW/PA	378296	7/30/2026	75.04
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAY-JUL FY26-PW/PA	378296	7/30/2026	75.04
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAY-JUL FY26-PW/PA	378296	7/30/2026	75.04
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAY-JUL FY26-PW/PA	378296	7/30/2026	75.04
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAY-JUL FY26-PW/PA	378296	7/30/2026	75.04
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAY-JUL FY26-PW/PA	378296	7/30/2026	75.04

Warrant Register #5
7/24/2026 to 7/30/2026

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAY-JUL FY26-PW/P/	378296	7/30/2026	75.04
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAY-JUN FY26-PW/P/	378296	7/30/2026	75.04
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAY-JUL FY26-PW/P/	378296	7/30/2026	148.26
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAY-JUL FY26-PW/P/	378296	7/30/2026	148.26
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAY-JUL FY26-PW/P/	378296	7/30/2026	148.26
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAY-JUL FY26-PW/P/	378296	7/30/2026	171.92
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAY-JUL FY26-PW/P/	378296	7/30/2026	176.56
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAY-JUL FY26-PW/P/	378296	7/30/2026	178.84
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAY-JUL FY26-PW/P/	378296	7/30/2026	192.68
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAY-JUL FY26-PW/P/	378296	7/30/2026	203.62
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAY-JUL FY26-PW/P/	378296	7/30/2026	240.86
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAY-JUL FY26-PW/P/	378296	7/30/2026	307.42
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAY-JUN FY26-PW/P/	378296	7/30/2026	971.74
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAY-JUL FY26-PW/P/	378296	7/30/2026	1,652.54
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAY-JUL FY26-PW/P/	378296	7/30/2026	2,459.54
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAY-JUL FY26-PW/P/	378296	7/30/2026	6,794.10
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FY26-PW/PARKS	378296	7/30/2026	7,728.30
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAY-JUL FY26-PW/P/	378296	7/30/2026	8,218.28
THE GARLAND COMPANY	ROOFING MATERIALS FOR THE MLK COMMUNITY C	378298	7/30/2026	4,124.58
THE GARLAND COMPANY	ROOFING MATERIALS FOR THE MLK COMMUNITY C	378298	7/30/2026	12,986.54
THE GARLAND COMPANY	ROOFING MATERIALS FOR THE MLK COMMUNITY C	378298	7/30/2026	14,594.84
THE GARLAND COMPANY	ROOFING MATERIALS FOR THE MLK COMMUNITY C	378298	7/30/2026	226,377.91
WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES FY26 FACILITIES	378305	7/30/2026	2,383.39
WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES FY26 FACILITIES	378305	7/30/2026	3,872.00
WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES FY26 FACILITIES	378305	7/30/2026	3,218.02
WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES FY26 FACILITIES	378305	7/30/2026	3,570.98
WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES FY26 FACILITIES	378305	7/30/2026	3,727.70
WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES FY26 FACILITIES	378305	7/30/2026	7,062.86
WHITE CAP, LP	MOP 25101280 STREET SUPPLIES FY26-PW/STS	378306	7/30/2026	171.17
WHITE CAP, LP	POLYJOHN PORTABLE RESTROOM FOR STREETS/\	378306	7/30/2026	2,335.41
WHITE CAP, LP	POLYJOHN PORTABLE RESTROOM FOR STREETS/\	378306	7/30/2026	2,335.40
			Total for Eng/PW	**328,782.73**
Finance				
CALIFORNIA STATE UNI	CALED REGISTRATION / PFEIFER, SEAN / PRC #T36	378264	7/30/2026	1,000.00
			Total for Finance	**1,000.00**
Fire				
BOHNER, JESSICA	EDU REIMBRSMNT: DRIVER OPERATOR 1B	378263	7/30/2026	425.00
CINTAS CORPORATION	FY26-27 RED TOWELS FOR FIRE STATIONS	378265	7/30/2026	35.00
FEDEX	FEDEX LATE FEE CHARGE FOR INV#9-318-14949	378274	7/30/2026	4.92
			Total for Fire	**464.92**

Warrant Register #5
7/24/2026 to 7/30/2026

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
Housing				
COUNTY OF SAN DIEGO	POSTAGE FEE FOR MARCH-26 FOR SECT 8 DEPT	378270	7/30/2026	690.48
NATIONAL COMMUNITY	NCDA MEMBERSHIP	378283	7/30/2026	940.00
THE NELROD COMPANY	VMS COMMON REPORTING ISSUES 7/1/26 SUE PF	378301	7/30/2026	129.00
			Total for Housing	**1,759.48**
HR				
CONCENTRA MEDICAL CE	PRE-EMPLOYMENT PHYSICALS	378269	7/30/2026	706.00
CONCENTRA MEDICAL CE	PRE-EMPLOYMENT PHYSICAL	378269	7/30/2026	466.00
DEPARTMENT OF JUSTIC	NEW EMPLOYEE FINGERPRINT TEST RESULTS - JU	378273	7/30/2026	98.00
G2SOLUTIONS, INC	NEW EMPLOYEE FINGERPRINT TEST SUBMISSION	378276	7/30/2026	1.50
SOUTH BAY SHREDDING	SHREDDING MONTHLY SERVICES - JUNE	378294	7/30/2026	74.00
			Total for HR	**1,345.50**
Library				
JACKIE NAVARRO	WILD WONDERS, SUMMER READING PROGRAM	378279	7/30/2026	565.00
TUMBLEWEED PRESS INC	TUMBLEWEED SUBSCRIPTION	378304	7/30/2026	799.00
			Total for Library	**1,364.00**
Neigh Svcs				
DATA TICKET INC	MAY 2026 PERMIT, MONTHLY BANKING FEE, PERMI	378272	7/30/2026	1,865.00
THE SHERWIN WILLIAMS	MOP 7816 PAINTING SUPPLIES	378302	7/30/2026	165.25
THE SHERWIN WILLIAMS	MOP 77816 PAINTING SUPPLIES	378303	7/30/2026	73.32
			Total for Neigh Svcs	**2,103.57**
Nutrition				
CINTAS CORPORATION	LAUNDRY AND CONSUMABLES FOR NUTRITION	378265	7/30/2026	365.93
CINTAS CORPORATION	LAUNDRY AND CONSUMABLES FOR NUTRITION	378265	7/30/2026	365.93
CINTAS CORPORATION	LAUNDRY AND CONSUMABLES FOR NUTRITION	378265	7/30/2026	402.56
CINTAS CORPORATION	LAUNDRY AND CONSUMABLES FOR NUTRITION	378265	7/30/2026	216.11
CINTAS CORPORATION	LAUNDRY AND CONSUMABLES FOR NUTRITION	378265	7/30/2026	217.09
CINTAS CORPORATION	LAUNDRY AND CONSUMABLES FOR NUTRITION	378265	7/30/2026	410.21
SDG&E	GAS AND ELECTRIC FOR FY26	378292	7/30/2026	3,829.78
			Total for Nutrition	**5,807.61**
Police				
CITY OF CHULA VISTA	CHULA VISTA ANIMAL CARE FACILITY FY 2026	378266	7/30/2026	126,575.00
CPOA	MEMBERSHIP RENEWAL MED DEPT. 51-100	378271	7/30/2026	1,874.25
GLOCK PROFESSIONAL,	TUITION: TRAINING FOR RASHEED FARHA	378277	7/30/2026	300.00
PORAC	MEMBERSHIP DUES (ASSOCIATION ID 2513)	378288	7/30/2026	36.00
SD COUNTY POLICE CHI	2026-2027 SDCC&SA ANNUAL DUES	378291	7/30/2026	500.00
WYATT, SUNNI	REIM: SWYATT - HOSTAGE NEGOTIATIONS	378307	7/30/2026	494.29
			Total for Police	**129,779.54**
Risk				
CLAIMS MANAGEMENT	RISK MANAGEMENT LIABILITY CONS/MAY	378267	7/30/2026	7,040.00
CLAIMS MANAGEMENT	RISK MANAGEMENT LIABILITY CONS/JUNE	378268	7/30/2026	10,010.00

Warrant Register #5
7/24/2026 to 7/30/2026

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
			Total for Risk	**17,050.00**
			A/P PAYMENTS Total	**506,314.33**

EFT PAYMENTS

City Atty

CIVICA LAW GROUP APC	LEGAL SERVICES FOR CODE - 1700 E. PLAZA BLVD	1002928	7/24/2026	649.00
CIVICA LAW GROUP APC	LEGAL SERVICES FOR CODE - SHORT TERM RENT/	1002928	7/24/2026	914.50
CIVICA LAW GROUP APC	LEGAL SERVICES FOR 1508 E. 8TH STREET MATTE	1002928	7/24/2026	1,301.50
CIVICA LAW GROUP APC	CODE ENFORCEMENT MATTER - 1516 E. 8TH STRE	1002928	7/24/2026	1,537.50
CIVICA LAW GROUP APC	LEGAL SERVICES FOR CODE - 220 14TH STREET M	1002928	7/24/2026	6,115.26
CIVICA LAW GROUP APC	LEGAL SERVICES FOR CODE RAMADA MATTER	1002928	7/24/2026	6,968.00
CIVICA LAW GROUP APC	LEGAL SERVICES FOR MATTER STUDIO 6	1002928	7/24/2026	28,644.50
CIVICA LAW GROUP APC	LEGAL SERVICES FOR RAMADA MATTER	1002928	7/24/2026	501.50
CIVICA LAW GROUP APC	LEGAL SERVICES FOR 220 14TH STREET MATTER	1002928	7/24/2026	265.50
CIVICA LAW GROUP APC	LEGAL SERVICES FOR 1516 E 8TH STREET MATTEF	1002928	7/24/2026	560.50
CIVICA LAW GROUP APC	LEGAL SERVICES FOR RAMADA MATTER	1002928	7/24/2026	118.00
CIVICA LAW GROUP APC	LEGAL SERVICES FOR 1508 E. 8TH STREET	1002928	7/24/2026	751.08
CIVICA LAW GROUP APC	LEGAL SERVICES FOR CODE MATTER - GENERAL (	1002928	7/24/2026	767.00
CIVICA LAW GROUP APC	LEGAL SERVICES FOR 613 A AVE MATTER	1002928	7/24/2026	2,406.00
CIVICA LAW GROUP APC	LEGAL SERVICES FOR STUDIO 6 MATTER	1002928	7/24/2026	4,639.50
CIVICA LAW GROUP APC	LEGAL SERVICES FOR SHORT TERM RENTAL MATT	1002928	7/24/2026	6,249.01
			Total for City Atty	**62,388.35**

City Mgr

LIEBERT CASSIDY WHI	LEGAL SERVICES FOR LABOR NEGOT - POA	1002936	7/24/2026	89.43
LIGHTHOUSE LAND ADVI	PROVIDE ADVISORY SERVICES / JUNE 2026	1002937	7/24/2026	3,500.00
STAPLES BUSINESS ADV	CMO OFFICE SUPPLIES - WHITE COPY PAPER	1002947	7/24/2026	288.08
STAPLES BUSINESS ADV	OFFICE SUPPLIES FOR CMO	1002947	7/24/2026	72.24
			Total for City Mgr	**3,949.75**

Comm Svcs

AMAZON CAPITAL SERVI	FAB KIMBALL SENIOR CENTER SUPPLIES/CSD	1002925	7/24/2026	68.12
AMAZON CAPITAL SERVI	FAB PROGRAMMING SUPPLIES/CSD	1002925	7/24/2026	120.37
STAPLES BUSINESS ADV	MOP 45704 FAB OFFICE SUPPLIES/CSD	1002947	7/24/2026	162.03
			Total for Comm Svcs	**350.52**

Eng/PW

ASSI SECURITY INC	CITY-WIDE SECURITY REPAIRS FY26-PW/FAC	1002926	7/24/2026	350.00
ASSI SECURITY INC	CITY-WIDE SECURITY REPAIRS FY26-PW/FAC	1002926	7/24/2026	600.00
CHEN RYAN ASSOCIATES	CIP 19-24 BAYSHORE BIKEWAY SEGMENT 5	1002927	7/24/2026	13,992.50
CHEN RYAN ASSOCIATES	CIP 19-24 BAYSHORE BIKEWAY SEGMENT 5	1002927	7/24/2026	8,329.42
CHEN RYAN ASSOCIATES	CIP 19-24 BAYSHORE BIKEWAY SEGMENT 5	1002927	7/24/2026	2,542.50
D-MAX ENGINEERING IN	T&A 90539 – EG22-00188 NC KIMBALL HIGHLAND W	1002930	7/24/2026	136.50
D-MAX ENGINEERING IN	T&A 90562 – EG22-00116 NC SAN YSIDRO HEALTH F	1002930	7/24/2026	413.98
D-MAX ENGINEERING IN	T&A 90562 – EG22-00116 NC SAN YSIDRO HEALTH F	1002930	7/24/2026	147.85

Warrant Register #5
7/24/2026 to 7/30/2026

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
D-MAX ENGINEERING IN	T&A 90716 – EG24-00733 NC SUPER STAR CAR WAS	1002930	7/24/2026	178.72
D-MAX ENGINEERING IN	T&A 90677 – EG24-00052 E PLAZA BLVD (DUTCH BR	1002930	7/24/2026	148.76
D-MAX ENGINEERING IN	T&A 90696 – EG24-00339 NC 27 W 7TH PADEL CTR	1002930	7/24/2026	148.76
D-MAX ENGINEERING IN	T&A 90626 – EG22-00994 F AVE UNION TOWER APT	1002930	7/24/2026	177.42
D-MAX ENGINEERING IN	T&A 90638 – EG24-00297 NC 2039 E 8TH ST APARTM	1002930	7/24/2026	206.99
D-MAX ENGINEERING IN	T&A 90562 – EG22-00116 NC SAN YSIDRO HEALTH F	1002930	7/24/2026	249.86
D-MAX ENGINEERING IN	T&A 90645 – EG23-00304 U-HAUL OF NATIONAL CIT	1002930	7/24/2026	266.13
D-MAX ENGINEERING IN	T&A 90638 – EG24-00297 NC 2039 E 8TH ST APARTM	1002930	7/24/2026	118.28
D-MAX ENGINEERING IN	T&A 90626 – EG22-00994 F AVE UNION TOWER APT	1002930	7/24/2026	245.67
D-MAX ENGINEERING IN	T&A 90626 – EG22-00994 F AVE UNION TOWER APT	1002930	7/24/2026	238.37
D-MAX ENGINEERING IN	T&A 90626 – EG22-00994 F AVE UNION TOWER APT	1002930	7/24/2026	1,283.22
D-MAX ENGINEERING IN	T&A 90677 – EG24-00052 E PLAZA BLVD (DUTCH BR	1002930	7/24/2026	945.01
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FY26-PW/EQM	1002931	7/24/2026	71.67
DANIELS TIRE SERVICE	MOP 76986 TIRES FOR CITY FLEET FY27-PW/EQM	1002931	7/24/2026	352.14
DANIELS TIRE SERVICE	MOP 76986 TIRES FOR CITY FLEET FY27-PW/EQM	1002931	7/24/2026	158.04
GRAINGER	MOP 65179 GENERAL SUPPLIES FY26 / FACILITIES	1002933	7/24/2026	42.31
GRAINGER	MOP 65179 GENERAL SUPPLIES FY26 / FACILITIES	1002933	7/24/2026	507.19
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY26-PW/FAC	1002934	7/24/2026	154.17
INNOVATIVE CONSTRUCT	T&A 90788 – EG24-00311 SDG&E 69KV	1002935	7/24/2026	3,565.00
INNOVATIVE CONSTRUCT	T&A 90788 – EG24-00311 SDG&E 69KV	1002935	7/24/2026	3,363.50
NATIONAL CITY TROPHY	MOP 66556 NAME PLATES FY26-PW/FAC	1002938	7/24/2026	71.29
NATIONAL CITY TROPHY	MOP 66556 NAME PLATES FY26-PW/FAC	1002938	7/24/2026	47.52
NATIONAL CITY TROPHY	MOP 66556 NAME PLATES FY26-PW/FAC	1002938	7/24/2026	47.52
POWERSTRIDE BATTERY	MOP 67839 AUTO BATTERIES FY27-PW/EQM	1002940	7/24/2026	313.57
PRECISION TEMPERATUR	KITCHEN AND REFRIGERATION REPAIRS FY26-PW/	1002941	7/24/2026	1,289.61
PRECISION TEMPERATUR	KITCHEN AND REFRIGERATION REPAIRS FY26-PW/	1002941	7/24/2026	0.00
SAN DIEGO HYDRAULICS	MOP 85005 AUTO SUPPLIES FY27-PW/EQM	1002942	7/24/2026	387.92
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY26-PW/EQM	1002943	7/24/2026	120.55
SEDANO FORD OF LM, I	MOP 87498 AUTO SUPPLIES FY27-PW/EQM	1002944	7/24/2026	155.94
SOUTHWEST SIGNAL SER	INTERSECTON MAINTENANCE FY26	1002946	7/24/2026	1,360.87
T MAN TRAFFIC SUPPLY	CREDIT MEMO 17362	1002949	7/24/2026	(475.87)
T MAN TRAFFIC SUPPLY	CREDIT MEMO 17354	1002949	7/24/2026	(411.35)
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES FY26 / STREETS	1002949	7/24/2026	2,241.21
T'S & SIGNS INC	WEARING APPAREL STS/WW FY26-PW	1002950	7/24/2026	375.19
T'S & SIGNS INC	WEARING APPAREL STS/WW FY26-PW	1002950	7/24/2026	375.19
THE LLOYD PEST CONTR	CITY-WIDE PEST CONTROL FY26-PW/FAC	1002951	7/24/2026	256.00
THE LLOYD PEST CONTR	CITY-WIDE PEST CONTROL FY26-PW/FAC	1002951	7/24/2026	152.00
THE LLOYD PEST CONTR	CITY-WIDE PEST CONTROL FY26-PW/FAC	1002951	7/24/2026	152.00
THE LLOYD PEST CONTR	CITY-WIDE PEST CONTROL FY26-PW/FAC	1002951	7/24/2026	152.00
THE LLOYD PEST CONTR	CITY-WIDE PEST CONTROL FY26-PW/FAC	1002951	7/24/2026	152.00
UNDERGROUND SERVICE	UNDERGROUND SERVICE ALERT FY26-PW/WW	1002952	7/24/2026	148.51

Warrant Register #5
7/24/2026 to 7/30/2026

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
UNDERGROUND SERVICE	UNDERGROUND SERVICE ALERT FY26-PW/WW	1002952	7/24/2026	725.95
UNDERGROUND SERVICE	UNDERGROUND SERVICE ALERT FY26	1002952	7/24/2026	148.51
UNDERGROUND SERVICE	UNDERGROUND SERVICE ALERT FY26	1002952	7/24/2026	577.60
UNITED ROTARY BRUSH	STREET SWEEPER BROOMS & PARTS FY26-PW/EQ	1002953	7/24/2026	546.33
WETMORES	MOP 80333 AUTO SUPPLIES FY26-PW/EQM	1002954	7/24/2026	74.71
WILLY'S ELECTRONIC S	MOP45763 ELECTRIC SUPPLIES FY26 / EQMP	1002955	7/24/2026	172.13
WILLY'S ELECTRONIC S	MOP 745763 ELECTRIC SUPPLIES FY26 / EQMP	1002955	7/24/2026	90.69
WILLY'S ELECTRONIC S	MOP 45763 ELECTRONIC SUPPLIES FY27-PW/PARK	1002955	7/24/2026	29.75
			Total for Eng/PW	**48,211.30**
Finance				
SOLANA CENTER	RSWA SB 1383 COMPLIANCE SUPPORT SVCS	1002945	7/24/2026	2,400.00
			Total for Finance	**2,400.00**
Fire				
AMAZON CAPITAL SERVI	CAMERA & BATTERIES FOR FIRE PREVENTION	1002925	7/24/2026	750.40
WILLY'S ELECTRONIC S	MOP #45763, ELECRTICAL SUPPLIES-INSULATED S	1002955	7/24/2026	43.64
WILLY'S ELECTRONIC S	MOP#45763, ELECTRICAL SUPPLIES: N MALE, RG5	1002955	7/24/2026	6.93
WILLY'S ELECTRONIC S	MOP#45763, ELECTRICAL SUPPLIES, N MALE,RG58	1002955	7/24/2026	29.00
			Total for Fire	**829.97**
Housing				
OFFICE SOLUTIONS BUS	OFFICE SUPPLIES FOR SECTION 8 DEPARTMENT	1002939	7/24/2026	431.55
			Total for Housing	**431.55**
IT				
CODELATHE TECHNOLOGI	FILECLOUD ANNUAL SUBSCRIPTION RENEWAL	1002929	7/24/2026	6,300.00
			Total for IT	**6,300.00**
Library				
AMAZON CAPITAL SERVI	MATERIALS & SUPPLIES- STICKERS	1002925	7/24/2026	(6.41)
AMAZON CAPITAL SERVI	MATERIALS & SUPPLIES- ORGANIZER	1002925	7/24/2026	(40.23)
AMAZON CAPITAL SERVI	MATERIALS & SUPPLIES- STAMP KIT	1002925	7/24/2026	(16.29)
AMAZON CAPITAL SERVI	AMAZON- MATERIALS AND SUPPLIES	1002925	7/24/2026	200.93
AMAZON CAPITAL SERVI	AMAZON- MATERIALS AND SUPPLIES	1002925	7/24/2026	86.83
			Total for Library	**224.83**
Nutrition				
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	1002924	7/24/2026	228.37
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	1002924	7/24/2026	848.03
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	1002924	7/24/2026	409.44
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	1002924	7/24/2026	702.87
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	1002948	7/24/2026	230.81
			Total for Nutrition	**2,419.52**
Police				
STAPLES BUSINESS ADV	MOP #45704 / STENO BOOK WHITE 6X9 / ADMIN	1002947	7/24/2026	21.91
STAPLES BUSINESS ADV	MOP #45704 / OFFICE SUPPLIES / RECORDS	1002947	7/24/2026	82.87

Warrant Register #5
7/24/2026 to 7/30/2026

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
STAPLES BUSINESS ADV	MOP # 45704 / OFFICE SUPPLIES / ADMIN.	1002947	7/24/2026	83.44
STAPLES BUSINESS ADV	MOP #45704 / OFFICE SUPPLIES / RECORDS	1002947	7/24/2026	118.72
STAPLES BUSINESS ADV	MOP #45704 / ADMIN PAPER / S.M.	1002947	7/24/2026	478.39
			Total for Police	**785.33**
Risk				
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED/GOGUEIII	1002932	7/24/2026	174.90
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED/DARWISH	1002932	7/24/2026	1,898.35
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED/ESTRADA	1002932	7/24/2026	348.00
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED/NUNEZ	1002932	7/24/2026	400.00
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED/ALEGRE	1002932	7/24/2026	450.00
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED/UMANA	1002932	7/24/2026	990.00
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED/ABBOTT	1002932	7/24/2026	2,359.00
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED/PORTILLO	1002932	7/24/2026	3,389.50
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED/NETHERS	1002932	7/24/2026	3,635.00
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED/CORTEZ	1002932	7/24/2026	4,766.60
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED/VALLE	1002932	7/24/2026	5,333.77
			Total for Risk	**23,745.12**
			EFT PAYMENTS Total	**152,036.24**
Payroll				
PY91747			7/29/2026	1,903,779.98
			Payroll Total	**1,903,779.98**
WIRED PAYMENTS				
Finance				
THE BANK OF NEW YORK	SA NATIONAL CITY RDA TARB 2017B	1543	7/28/2026	233,000.00
THE BANK OF NEW YORK	SA NATIONAL CITY RDA TARB 2017B	1543	7/28/2026	11,457.80
THE BANK OF NEW YORK	SA NATIONAL CITY RDA TARB 2017A	1559	7/28/2026	2,949,000.00
THE BANK OF NEW YORK	SA NATIONAL CITY RDA TARB 2017A	1559	7/28/2026	269,667.00
			Total for Finance	**3,463,124.80**
			WIRED PAYMENTS Total	**3,463,124.80**
			GRAND TOTAL	**6,025,255.35**

AGENDA REPORT

Department: **Finance**
Prepared by: **Karla Apalategui, Sr. Accounting Assistant**
Meeting Date: **Tuesday, October 6, 2026**
Approved by: **Douglas J. Schulze, City Manager**

SUBJECT:
Warrant Register No. 6 for the Period of 7/31/26 through 8/6/26 in the Amount of $3,435,624.34

RECOMMENDATION:
Ratify Warrants Totaling $3,435,625.34

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Per Government Code Section 37208, below are the payments issued for the period of 7/31/26 – 8/6/26. Consistent with the Department of Finance's practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
Project Professionals	378362	53,155.75	Prof Services for P2 Sewer Upsizing
Allstar Fire Equip	378319	60,835.98	Circular Air Soft Mount Extractor
SBCS Corporation	378369	83,601.00	TBRA SBCS VIII Agreement
AP General Corp	1002959	194,790.78	CIP 24-13 Las Palmas Improvements
AP General Corp	1002959	161,480.77	CIP 24-13 Las Palmas Park Improvements
City of San Diego	1002960	53,321.00	Metropolitan Sewerage System
Union Bank of CA	260731	370,000	GO Bonds Obligation Refunding Bonds
Adminsure Inc	968	173,053.48	Workers Comp Account Replenishment

FINANCIAL STATEMENT:
Warrant Register Total $3,435,624.34

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

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

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

ORDINANCE:
Not Applicable

EXHIBIT:
Exhibit A – FY27 Warrant Register No. 6

Warrant Register #6
7/31/2026 to 8/6/2026

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
A/P PAYMENTS				
Building				
LEVEL 10 CONSTRUCTIO	REFUND POR OF ADMIN PLAN CHECK INSP	378347	8/6/2026	99.60
LEVEL 10 CONSTRUCTIO	REFUND POR OF ADMIN PLAN CHECK INSP	378347	8/6/2026	309.72
LEVEL 10 CONSTRUCTIO	REFUND POR OF ADMIN PLAN CHECK INSP	378347	8/6/2026	8,750.00
TRUE NORTH COMPLIANC	JAN PLAN REVIEWS	378378	8/6/2026	125.00
TRUE NORTH COMPLIANC	JUN PLAN REVIEWS	378379	8/6/2026	109.46
TRUE NORTH COMPLIANC	JUN 16 - JUN 30 PLAN REVIEWS	378380	8/6/2026	125.00
			Total for Building	**9,518.78**
City Atty				
MCDOUGAL BOEHMER	LEGAL SERVICES FOR POLANCO MATTER	378349	8/6/2026	3,306.00
PRICE POSTEL & PARMA	LEGAL SERVICES FOR GOGUE MATTER	378358	8/6/2026	16,613.19
PRICE POSTEL & PARMA	LEGAL SERVICES FOR ARROYO MATTER	378358	8/6/2026	125.00
PRICE POSTEL & PARMA	LEGAL SERVICES FOR CORTEZ MATTER	378358	8/6/2026	1,050.00
PRICE POSTEL & PARMA	LEGAL SERVICES FOR ALVAREZ MATTER	378358	8/6/2026	1,550.00
PRICE POSTEL & PARMA	LEGAL SERVICES FOR GOGUE MATTER	378358	8/6/2026	25,593.57
THOMSON REUTERS	WESTLAW / CAO	378377	8/6/2026	721.22
			Total for City Atty	**48,958.98**
City Mgr				
BMI	MUSIC PERFORMANCE AGREEMENT - 6/01/2026-5/3	378325	8/6/2026	916.00
COUNTY OF SAN DIEGO	LOCAL AGENCY FORMATION COMMISION FY 2026/2	378334	8/6/2026	32,257.51
FAIRBANK, MASLIN,	BUSINESS LICENSE TAX ORDINANCE	378340	8/6/2026	33,250.00
			Total for City Mgr	**66,423.51**
Comm Svcs				
CASTANEDA, JUANITA	REIMBURSEMENT J.C./CSD	378327	8/6/2026	20.00
NATIONAL CITY HISTOR	MAINT AND OP. OF KIMBALL HOUSE MUSEUM/CSD	378352	8/6/2026	5,000.00
SANCHEZ MAYO, LESTER	RFW SUMMER TERM JUNE 1ST TO AUGUST 5TH 20	378368	8/6/2026	3,990.00
SMART & FINAL	MOP 45756 MESSY PLAY CHEFS SUPPLIES/CSD	378371	8/6/2026	69.79
SMART & FINAL	MOP 45756 CASA MINI EXPLORERS SUPPLIES/CSD	378371	8/6/2026	116.81
SMART & FINAL	MOP 45756 CASA MINI EXPLORERS SUPPLIES/CSD	378371	8/6/2026	83.11
			Total for Comm Svcs	**9,279.71**
Eng/PW				
ASBURY ENVIRONMENTAL	USED OIL PICK UP FY27	378321	8/6/2026	153.00
CABLE, PIPE, & LEAK	FACILITY LEAK REPAIR FY26	378326	8/6/2026	420.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY26	378333	8/6/2026	4,461.50
DOWNSTREAM SERVICES	CIP 26-04 4311 CALMOOR ST STORM DRAIN REPAIR	378339	8/6/2026	5,216.95
FLEET SERVICES INC	STARTER FOR VEH #487	378341	8/6/2026	549.19
GEOSYNTEC CONSULTANT	DUCK POND ENVIRONMENTAL MONITORING	378342	8/6/2026	518.00
HOME DEPOT CREDIT SE	MATERIALS & SUPPLIES FOR STS FY26	378343	8/6/2026	245.22
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY26	378344	8/6/2026	569.36
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY26	378344	8/6/2026	81.45

Warrant Register #6
7/31/2026 to 8/6/2026

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
KENNY HUYNH	OPACITY TESTING-CARB CTC	378346	8/6/2026	125.00
KENNY HUYNH	OPACITY TESTING-CARB CTC	378346	8/6/2026	125.00
KENNY HUYNH	OPACITY TESTING-CARB CTC	378346	8/6/2026	125.00
NINYO & MOORE	CIP 24-13 GEOTECH FOR LAS PALMAS PARK IMPRC	378353	8/6/2026	812.35
NINYO & MOORE	GEOTECH OBSERV/TESTING E, 20TH STORM DRAIN	378353	8/6/2026	6,542.79
NINYO & MOORE	GEOTECH OBSERV/TESTING P2 SEWER UPSIZING I	378353	8/6/2026	20,154.76
NINYO & MOORE	CIP 19-24 GEOTECH BAYSHORE BIKEWAY SEGMEN	378353	8/6/2026	12,790.00
NINYO & MOORE	CIP 19-24 GEOTECH BAYSHORE BIKEWAY SEGMEN	378353	8/6/2026	2,822.31
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY27-PW/EQM	378354	8/6/2026	159.57
PACIFIC AUTO REPAIR	SMOG CERTIFICATION/REPAIRS FY26-PW/EQM	378355	8/6/2026	55.00
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPIES FY27-PW/EQM	378357	8/6/2026	311.62
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY27-PW/EQM	378357	8/6/2026	23.93
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY27-PW/EQM	378357	8/6/2026	102.36
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY27-PW/EQM	378357	8/6/2026	230.10
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY27-PW/FAC	378359	8/6/2026	348.17
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY27-PW/FAC	378359	8/6/2026	96.85
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY27-PW/FAC	378359	8/6/2026	149.42
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY27-PW/FAC	378359	8/6/2026	308.78
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY27-PW/FAC	378359	8/6/2026	330.77
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY27-PW/FAC	378359	8/6/2026	35.78
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY27-PW/FAC	378359	8/6/2026	181.22
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY27-PW/FAC	378359	8/6/2026	69.47
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY27-PW/FAC	378359	8/6/2026	71.94
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY27-PW/FAC	378359	8/6/2026	73.29
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY27-PW/FAC	378359	8/6/2026	393.51
PROJECT PROFESSIONAL	CIP 24-10 KIMBALL PARK BALLFIELD LIGHTING IMPF	378362	8/6/2026	841.25
PROJECT PROFESSIONAL	CIP 24-10 KIMBALL PARK BALLFIELD LIGHTING IMPF	378362	8/6/2026	470.75
PROJECT PROFESSIONAL	WASTEWATER ADMINISTRATION	378362	8/6/2026	1,192.50
PROJECT PROFESSIONAL	CIP 25-15 NCPD INVESTIGATIONS CAPACITY EXPAN	378362	8/6/2026	5,366.25
PROJECT PROFESSIONAL	CIP 25-15 NCPD INVESTIGATIONS CAPACITY EXPAN	378362	8/6/2026	8,082.50
PROJECT PROFESSIONAL	CIP 25-06 E, 20TH STORM DRAIN REPAIR	378362	8/6/2026	24,928.50
PROJECT PROFESSIONAL	PROF SERVICES FOR P2 SEWER UPSIZING PROJEC	378362	8/6/2026	53,155.75
PROJECT PROFESSIONAL	CIP 26-09 IMPROVE KIMBALL, LAS PALMAS, MLK, LIE	378362	8/6/2026	12,019.25
PROJECT PROFESSIONAL	CIP 25-06 E, 20TH STORM DRAIN REPAIR	378362	8/6/2026	24,702.50
PROJECT PROFESSIONAL	PARADISE CREEK EMERGENCY STORM REPAIR	378362	8/6/2026	425.50
PROJECT PROFESSIONAL	ON-CALL PROJECT MANAGEMENT FOR CIP PROJEC	378362	8/6/2026	4,252.50
PROJECT PROFESSIONAL	PROF SERVICES FOR P2 SEWER UPSIZING PROJEC	378362	8/6/2026	44,390.50
RANDALL LAMB ASSOCIA	SDGE ELECTRICAL SERVICE STORM WATER PUMP	378363	8/6/2026	137.50
RANDALL LAMB ASSOCIA	SDGE ELECTRICAL SERVICE STORM WATER PUMP	378363	8/6/2026	85.00
RANDALL LAMB ASSOCIA	SDGE ELECTRICAL SERVICE STORM WATER PUMP	378363	8/6/2026	687.50
RANDALL LAMB ASSOCIA	CIP 19-42 NCPD STANDBY POWER	378363	8/6/2026	1,225.00

Warrant Register #6
7/31/2026 to 8/6/2026

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
RANDALL LAMB ASSOCIA	CIP 19-42 NCPD STANDBY POWER	378363	8/6/2026	6,500.00
RANDALL LAMB ASSOCIA	CIP 19-42 NCPD STANDBY POWER	378363	8/6/2026	2,275.00
RANDALL LAMB ASSOCIA	CIP 19-42 NCPD STANDBY POWER	378363	8/6/2026	3,542.50
SAN DIEGO MECHANICAL	MAINTENANCE & REPAIR OF PUMP STATIONS FY26	378367	8/6/2026	14,062.00
SAN DIEGO MECHANICAL	HVAC MAINTENANCE FY26	378367	8/6/2026	952.34
SO CAL TRUCK STOP	MOP 45758 DIESEL FY27-PW/EQM	378372	8/6/2026	163.73
SPEEDPRO IMAGING	VEHICLE DECALS FY26	378374	8/6/2026	62.71
SPEEDPRO IMAGING	VEHICLE DECALS FY26	378374	8/6/2026	862.00
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAY-JUL FY26-PV	378375	8/6/2026	591.76
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAY-JUL FY26-PV	378375	8/6/2026	815.58
WHITE CAP, LP	WEARING APPAREL - SAFETY VESTS ENGINEERING	378384	8/6/2026	179.05
			Total for Eng/PW	**270,623.08**
Finance				
CORNEJO, JAVIER	RETIREE HEALTH BENEFITS - AUGUST 2026	378308	8/3/2026	400.00
DEPASCALE, AARON	RETIREE HEALTH BENEFITS - AUGUST 2026	378309	8/3/2026	460.00
IBARRA, JOE	RETIREE HEALTH BENEFITS - AUGUST 2026	378310	8/3/2026	780.00
MCCABE, TOM	RETIREE HEALTH BENEFITS - AUGUST 2026	378311	8/3/2026	280.00
MEEKS, JEFFREY	RETIREE HEALTH BENEFITS - AUGUST 2026	378312	8/3/2026	460.00
PIERSON, DARREN P	RETIREE HEALTH BENEFITS - AUGUST 2026	378313	8/3/2026	460.00
RAY, STEVEN	RETIREE HEALTH BENEFITS - AUGUST 2026	378314	8/3/2026	190.00
			Total for Finance	**3,030.00**
Fire				
ALLSTAR FIRE EQUIPME	CIRCULAR AIR SOFT MOUNT EXTRACTOR	378319	8/6/2026	60,835.98
ALLSTAR FIRE EQUIPME	CIRCULAR AIR SOFT MOUNT EXTRACTOR	378319	8/6/2026	2,500.00
AT&T	MONTHLY PHONE SERVICES FOR DISPATCHES EMI	378323	8/6/2026	227.98
BERRY, CHRISTOPHER	EDUCATIONAL REIMBRSMNT, TUITION FEE, INSTRU	378324	8/6/2026	667.88
J HARRIS INDUSTRIAL	SERVICES FOR EQUIPMENT TO WASH APPARATUS	378345	8/6/2026	48.00
J HARRIS INDUSTRIAL	SERVICES FOR EQUIPMENT TO WASH APPARATUS	378345	8/6/2026	48.00
SAFETY-KLEEN SYSTEMS	GASTEC AQUEOUS PW SAMPLE TUBE	378365	8/6/2026	334.87
SMART & FINAL	MOP#45756, GATORADE, FIRE STATION (SUBSISTEI	378371	8/6/2026	166.63
VIORA, BRIAN	MEAL REIMBRSMNT FOR OES DEPLOYMENT (THOR	378382	8/6/2026	94.15
WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES FOR FIRE STATIONS, FY 26/2	378383	8/6/2026	1,094.45
CITY OF CHULA VISTA	PAYMENT FOR CONFINED SPACE RESCUE TECH, F	378315	8/6/2026	1,200.00
			Total for Fire	**67,217.94**
Housing				
ARIAS, IRMA A.	PRC-T3676 REIMB. HOTEL & FLIGHT HOTMA WORKS	378320	8/6/2026	962.87
CSA SAN DIEGO COUNTY	FAIR HOUSING AND TENANT LANDLORD SERVICES	378336	8/6/2026	12,475.87
MRI SOFTWARE LLC	ANNUAL PHA PRO (HAPPY) SUBSCRIPTION FEE.	378351	8/6/2026	37,552.44
RSG, INC.	ON-CALL CONSULTING SERVICES	378364	8/6/2026	3,928.75
RSG, INC.	ON-CALL CONSULTING SERVICES	378364	8/6/2026	1,415.00
SBCS CORPORATION	TBRA SBCS VIII AGREEMENT	378369	8/6/2026	83,601.00

Warrant Register #6
7/31/2026 to 8/6/2026

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
			Total for Housing	**139,935.93**
HR				
CONCENTRA MEDICAL CE	PRE-EMPLOYMENT PHYSICAL	378330	8/6/2026	466.00
DEPEW, SOPHIA	REIMBURSEMENT FOR EDUCATIONAL EXPENSES/D	378337	8/6/2026	224.74
SAN DIEGO INTERNATIO	PSHRA - SD CHAPTER MEMBERSHIPS HR TEAM 202	378366	8/6/2026	525.00
SMART & FINAL	MOP #45756/RECRUITMENT SUPPLIES/HR	378371	8/6/2026	128.48
			Total for HR	**1,344.22**
IT				
AT&T	AT&T DATA FY26	378322	8/6/2026	127.85
AT&T	AT&T DATA FY26	378322	8/6/2026	1,933.06
AT&T	SBC/AT&T DATA/PHONES FY27	378322	8/6/2026	62.72
AT&T	SBC/AT&T DATA/PHONES FY27	378322	8/6/2026	2,283.85
AT&T	SBC/AT&T DATA/PHONES FY27	378322	8/6/2026	32,658.27
AT&T	SBC/AT&T DATA/PHONES FY27	378323	8/6/2026	18,375.79
CDWG	ADOBE ACROBAT SUBSCRIPTION FY27	378328	8/6/2026	18,275.50
CORELOGIC SOLUTIONS	REALQUEST REPORTING FOR FY26	378332	8/6/2026	291.44
CORELOGIC SOLUTIONS	REALQUEST REPORTING FOR FY26	378332	8/6/2026	12.70
CORELOGIC SOLUTIONS	REALQUEST REPORTING FOR FY26	378332	8/6/2026	356.41
CORELOGIC SOLUTIONS	REALQUEST REPORTING FOR FY26	378332	8/6/2026	506.48
CORELOGIC SOLUTIONS	REALQUEST ANNUAL RENEWAL	378332	8/6/2026	6,077.76
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY27	378335	8/6/2026	224.74
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY27	378335	8/6/2026	302.53
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY27	378335	8/6/2026	913.50
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY27	378335	8/6/2026	2,061.78
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY27	378335	8/6/2026	77.19
VERIZON WIRELESS	VERIZON WIRELESS DATA/PHONES FY26	378381	8/6/2026	3,382.02
VERIZON WIRELESS	VERIZON WIRELESS DATA/PHONES FY26	378381	8/6/2026	3,381.95
VERIZON WIRELESS	VERIZON WIRELESS DATA/PHONES FY27	378381	8/6/2026	425.32
			Total for IT	**91,730.86**
Library				
4AP HOLDINGS INC.	LIBRARY SWAG- HATS	378316	8/6/2026	607.30
			Total for Library	**607.30**
Neigh Svcs				
CORDOVA, REYES A	PRC#T3684 FOOD FOR TRAINING	378331	8/6/2026	69.00
PRO BUILD COMPANY	MOP 45707 PAINT SUPPLIES	378360	8/6/2026	407.41
PRO BUILD COMPANY	MOP 45707 PAINT SUPPLIES	378361	8/6/2026	212.43
			Total for Neigh Svcs	**688.84**
Nutrition				
AIR EXHAUST CORP CO	AIR EXHAUST CLEANING SERVICE FY27	378318	8/6/2026	82.00
SHAMROCK FOODS COMPA	UTILITY CARTS	378370	8/6/2026	811.86
			Total for Nutrition	**893.86**

Warrant Register #6
7/31/2026 to 8/6/2026

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
Police				
DEPT OF JUSTICE	DOJ FINGERPRINTING FOR FY 2026	378338	8/6/2026	96.00
LIFELOC TECHNOLOGIES	COMPRESSED GAS FOR LIFELOC PAS DEVICE	378348	8/6/2026	233.44
MOBILE WIRELESS LLC	NETMOTION/ABSOLUTE ANNUAL MAINTENANCE RE	378350	8/6/2026	14,040.00
PALOMAR HEALTH	ADULT VICTIM & SUSPECT SEXUAL ASSUALT EXAM	378356	8/6/2026	1,350.00
SPARTAN INVESTMENT	SWAT MEDIC PROGRAM PUBLIC SAFETY EQUIPMEI	378373	8/6/2026	965.70
SYMBOLARTS, LLC	5YR AND 10YR COINS	378376	8/6/2026	1,766.33
THOMSON REUTERS	INVESTIGATIVE SERVICE FOR DETECTIVES FY 202	378377	8/6/2026	839.17
			Total for Police	**19,290.64**
Risk				
CLAIMS MANAGEMENT AS	RISK MANAGEMENT LIABILITY CONS/APR	378329	8/6/2026	7,920.00
			Total for Risk	**7,920.00**
			A/P PAYMENTS Total	**736,263.65**
EFT PAYMENTS				
City Mgr				
SANDAG	FY 2027 MEMBER AGENCY ASSMNT & CRIMINAL JS	1002972	7/31/2026	25,397.00
SANDAG	FY 2027 MEMBER AGENCY ASSMNT & CRIMINAL JS	1002972	7/31/2026	3,811.00
SMART SOURCE OF CALI	BUSINESS CARD FOR CM DOUGH SCHULZE	1002974	7/31/2026	56.18
			Total for City Mgr	**29,264.18**
Comm Svcs				
STAPLES BUSINESS ADV	MOP 45704 FAB OFFICE SUPPLIES/CSD	1002976	7/31/2026	162.03
STAPLES BUSINESS ADV	MOP 45704 CREDIT MEMO FAB/CSD	1002976	7/31/2026	(58.71)
STAPLES BUSINESS ADV	MOP 45704 CASA OFFICE SUPPLIES/CSD	1002976	7/31/2026	44.51
			Total for Comm Svcs	**147.83**
Eng/PW				
AP GENERAL CORPORATI	CIP 24-13 LAS PALMAS PARK IMPROVEMENTS	1002959	7/31/2026	194,790.78
AP GENERAL CORPORATI	CIP 24-13 LAS PALMAS PARK IMPROVEMENTS	1002959	7/31/2026	161,480.77
CITY OF SAN DIEGO	FY25 METROPOLITAN SEWERAGE SYSTEM TRANSF	1002960	7/31/2026	53,321.00
CV VENTURES LLC	DUCK POND FAIR SHARE QRTLY MONITORING Q2 2	1002961	7/31/2026	5,210.40
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FY27-PW/EQM	1002962	7/31/2026	1,493.27
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FY27	1002962	7/31/2026	69.81
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FY27	1002962	7/31/2026	344.40
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FY27	1002962	7/31/2026	354.34
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FY27	1002962	7/31/2026	792.67
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FY27	1002962	7/31/2026	2,973.72
ENTERPRISE FLEET MAN	FY27 ENTERPRISE FLEET LEASES	1002964	7/31/2026	30,594.76
GRAINGER	TRAFFIC SIGNS FOR STREETS	1002965	7/31/2026	516.54
GRAINGER	MOP 65179 GENERAL SUPPLIES FY27-PW/STS	1002965	7/31/2026	477.61
GRAINGER	MOP 65179 GENERAL SUPPLIES FY27-PW/STS	1002965	7/31/2026	495.75
GRAINGER	MOP 65179 GENERAL SUPPLIES FY27-PW/FAC	1002965	7/31/2026	90.63
GRAINGER	MOP 65179 GENERAL SUPPLIES FY27-PW/FAC	1002965	7/31/2026	305.83

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
GRAINGER	MOP 65179 GENERAL SUPPLIES FY27-PW/FAC	1002965	7/31/2026	342.28
GRAINGER	MOP 65179 GENERAL SUPPLIES FY27-PW/FAC	1002965	7/31/2026	1.96
GRAINGER	MOP 65179 GENERAL SUPPLIES FY27-PW/FAC	1002965	7/31/2026	1.96
GRAINGER	MOP 65179 GENERAL SUPPLIES FY27-PW/FAC	1002965	7/31/2026	31.37
INNOVATIVE CONSTRUCT	CIP 24-04 FY24/25 ADA IMPROVEMENTS PROJECT	1002966	7/31/2026	45.00
INNOVATIVE CONSTRUCT	CIP 19-23 CENTRAL COMMUNITY ENHANCEMENTS	1002966	7/31/2026	830.00
INNOVATIVE CONSTRUCT	CIP 23-15 PAVEMENT REHABILITATION PROJECT	1002966	7/31/2026	874.00
INNOVATIVE CONSTRUCT	LAS PALMAS POOL SITE MAINTENANCE AND COOR	1002966	7/31/2026	920.00
INNOVATIVE CONSTRUCT	CIP 25-16 ARTS BUILDING WOODSHOP RENOVATIO	1002966	7/31/2026	1,678.00
INNOVATIVE CONSTRUCT	CIP 22-26 EL TOYON PARK PROP 68 IMPROVEMENT	1002966	7/31/2026	16,032.50
INNOVATIVE CONSTRUCT	CIP 19-24 BAYSHORE BIKEWAY SEGMENT 5 & CONI	1002966	7/31/2026	41,170.00
INNOVATIVE CONSTRUCT	CIP 19-24 BAYSHORE BIKEWAY SEGMENT 5 & CONI	1002966	7/31/2026	16,184.00
POWERSTRIDE BATTERY	AUTO BATTERIES FY27-PW/EQM	1002970	7/31/2026	667.08
POWERSTRIDE BATTERY	MOP 67839 AUTO BATTERIES FY27-PW/EQM	1002970	7/31/2026	115.79
POWERSTRIDE BATTERY	AUTO BATTERIES FY26	1002971	7/31/2026	476.15
SEDANO FORD OF LM, I	MOP 87498 AUTO SUPPLIES FY27-PW/EQM	1002973	7/31/2026	87.96
SEDANO FORD OF LM, I	MOP 87498 AUTO SUPPLIES FY27-PW/EQM	1002973	7/31/2026	224.00
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY27	1002973	7/31/2026	111.72
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY27	1002973	7/31/2026	111.72
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY27	1002973	7/31/2026	464.35
SOUTH BAY FOUNDRY,	SEWER SUPPLIES FY26-PW/WW	1002975	7/31/2026	740.24
STC TRAFFIC INC	DESIGN OF N AVE CURB RAMPS AND CROSS GUTT	1002977	7/31/2026	880.00
STC TRAFFIC INC	CIP 23-04 PROPOSAL FOR RETROREFLECTIVE BAC	1002977	7/31/2026	10,600.00
STC TRAFFIC INC	8TH STREET AND HARBOR DRIVE BNSF CROSSING	1002977	7/31/2026	15,869.00
VISTA PAINT	MOP 68834 PAINT SUPPLIES FY26-PW/STS	1002980	7/31/2026	492.47
VISTA PAINT	MOP 68834 TRAFFIC PAINT SUPPLIES FY26-PW/STS	1002980	7/31/2026	456.49
WILLY'S ELECTRONIC S	MOP 45763 ELECTRIC SUPPLIES FY26-PW/EQM	1002984	7/31/2026	93.20
WILLY'S ELECTRONIC S	MOP 45763 ELECTRIC SUPPLIES FY27-PW/EQM	1002984	7/31/2026	108.72
			Total for Eng/PW	**562,922.24**
Finance				
AGUIRRE, OSCAR	RETIREE HEALTH BENEFITS - AUGUST 2026	1002985	8/3/2026	560.00
BALLARDO, DAMIAN	RETIREE HEALTH BENEFITS - AUGUST 2026	1002986	8/3/2026	520.00
BAVENCOFF JR, DAVID	RETIREE HEALTH BENEFITS - AUGUST 2026	1002987	8/3/2026	500.00
BEARD, PATRICIA	RETIREE HEALTH BENEFITS - AUGUST 2026	1002988	8/3/2026	70.00
BEVERIDGE, MARK	RETIREE HEALTH BENEFITS - AUGUST 2026	1002989	8/3/2026	640.00
BOEGLER, CRAIG	RETIREE HEALTH BENEFITS - AUGUST 2026	1002990	8/3/2026	260.00
BULL, PARRIS	RETIREE HEALTH BENEFITS - AUGUST 2026	1002991	8/3/2026	580.00
CAMEON, CHRISTOPHER	RETIREE HEALTH BENEFITS - AUGUST 2026	1002992	8/3/2026	400.00
CANEDO, RAMON	RETIREE HEALTH BENEFITS - AUGUST 2026	1002993	8/3/2026	620.00
CASTELLANOS, DAVID	RETIREE HEALTH BENEFITS - AUGUST 2026	1002994	8/3/2026	500.00
CESNAUSKAS, STEVEN	RETIREE HEALTH BENEFITS - AUGUST 2026	1002995	8/3/2026	400.00

Warrant Register #6
7/31/2026 to 8/6/2026

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
CHELIUS, ANGELA	RETIREE HEALTH BENEFITS - AUGUST 2026	1002996	8/3/2026	460.00
COLLINSON, CURTIS	RETIREE HEALTH BENEFITS - AUGUST 2026	1002997	8/3/2026	420.00
CONDON, DONALD	RETIREE HEALTH BENEFITS - AUGUST 2026	1002998	8/3/2026	280.00
CORDERO, ESTELA	RETIREE HEALTH BENEFITS - AUGUST 2026	1002999	8/3/2026	520.00
COVARRUBIAS, ARACELI	RETIREE HEALTH BENEFITS - AUGUST 2026	1003000	8/3/2026	520.00
DALLA, MICHAEL	RETIREE HEALTH BENEFITS - AUGUST 2026	1003001	8/3/2026	900.00
DANESHFAR, ZIA-E-DIN	RETIREE HEALTH BENEFITS - AUGUST 2026	1003002	8/3/2026	250.00
DEESE, LESLIE	RETIREE HEALTH BENEFITS - AUGUST 2026	1003003	8/3/2026	660.00
DESROCHERS, PAUL	RETIREE HEALTH BENEFITS - AUGUST 2026	1003004	8/3/2026	110.00
DIAZ, MIGUEL	RETIREE HEALTH BENEFITS - AUGUST 2026	1003005	8/3/2026	680.00
DONG, DAMON	RETIREE HEALTH BENEFITS - AUGUST 2026	1003006	8/3/2026	640.00
DREDGE, JAMES	RETIREE HEALTH BENEFITS - AUGUST 2026	1003007	8/3/2026	250.00
DUONG, MINH	RETIREE HEALTH BENEFITS - AUGUST 2026	1003008	8/3/2026	280.00
EISER III, GEORGE	RETIREE HEALTH BENEFITS - AUGUST 2026	1003009	8/3/2026	250.00
ESPIRITU, DAVID	RETIREE HEALTH BENEFITS - AUGUST 2026	1003010	8/3/2026	620.00
ETZLER, JEFFREY	RETIREE HEALTH BENEFITS - AUGUST 2026	1003011	8/3/2026	460.00
FABINSKI, DANIEL	RETIREE HEALTH BENEFITS - AUGUST 2026	1003012	8/3/2026	220.00
FELIX, YOLANDA	RETIREE HEALTH BENEFITS - AUGUST 2026	1003013	8/3/2026	400.00
FIFIELD, KEITH	RETIREE HEALTH BENEFITS - AUGUST 2026	1003014	8/3/2026	540.00
FLORES, RICHARD M	RETIREE HEALTH BENEFITS - AUGUST 2026	1003015	8/3/2026	600.00
FLORES-HERNANDEZ, LY	RETIREE HEALTH BENEFITS - AUGUST 2026	1003016	8/3/2026	20.00
GAUT, ANTHONY	RETIREE HEALTH BENEFITS - AUGUST 2026	1003017	8/3/2026	700.00
GONZALES, MANUEL	RETIREE HEALTH BENEFITS - AUGUST 2026	1003018	8/3/2026	480.00
GONZALEZ, BEATRICE	RETIREE HEALTH BENEFITS - AUGUST 2026	1003019	8/3/2026	680.00
GONZALEZ, WILLIAM	RETIREE HEALTH BENEFITS - AUGUST 2026	1003020	8/3/2026	660.00
HADLEY, BRIAN C	RETIREE HEALTH BENEFITS - AUGUST 2026	1003021	8/3/2026	20.00
HARLAN, MICHAEL	RETIREE HEALTH BENEFITS - AUGUST 2026	1003022	8/3/2026	500.00
HERNANDEZ, JUDITH	RETIREE HEALTH BENEFITS - AUGUST 2026	1003023	8/3/2026	680.00
HERNANDEZ, RICK	RETIREE HEALTH BENEFITS - AUGUST 2026	1003024	8/3/2026	400.00
HERNANDEZ, ROBERT	RETIREE HEALTH BENEFITS - AUGUST 2026	1003025	8/3/2026	500.00
HODGES, BRENDA	RETIREE HEALTH BENEFITS - AUGUST 2026	1003026	8/3/2026	200.00
JASMUND, DONALD	RETIREE HEALTH BENEFITS - AUGUST 2026	1003027	8/3/2026	680.00
JONES, ANGIL	RETIREE HEALTH BENEFITS - AUGUST 2026	1003028	8/3/2026	60.00
JONES, DEREK	RETIREE HEALTH BENEFITS - AUGUST 2026	1003029	8/3/2026	480.00
JUNIEL, RODERICK	RETIREE HEALTH BENEFITS - AUGUST 2026	1003030	8/3/2026	50.00
KIMBLE, RANDY	RETIREE HEALTH BENEFITS - AUGUST 2026	1003031	8/3/2026	300.00
KLOS, FRANK	RETIREE HEALTH BENEFITS - AUGUST 2026	1003032	8/3/2026	480.00
LAFRENIERE, MICHAEL	RETIREE HEALTH BENEFITS - AUGUST 2026	1003033	8/3/2026	660.00
LIMFUECO, MARIA TERE	RETIREE HEALTH BENEFITS - AUGUST 2026	1003034	8/3/2026	160.00
MARMOLEJO, MARIA G	RETIREE HEALTH BENEFITS - AUGUST 2026	1003035	8/3/2026	680.00
MATIENZO, MARIA	RETIREE HEALTH BENEFITS - AUGUST 2026	1003036	8/3/2026	100.00

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
MCDANIEL, PATRICK	RETIREE HEALTH BENEFITS - AUGUST 2026	1003037	8/3/2026	290.00
MUNOZ, LILIA	RETIREE HEALTH BENEFITS - AUGUST 2026	1003038	8/3/2026	640.00
NAGLE, DANIEL	RETIREE HEALTH BENEFITS - AUGUST 2026	1003039	8/3/2026	460.00
NISSLEY JR, CHARLES	RETIREE HEALTH BENEFITS - AUGUST 2026	1003040	8/3/2026	500.00
NOTEWARE, DAVID	RETIREE HEALTH BENEFITS - AUGUST 2026	1003041	8/3/2026	120.00
OLIVERIA, HERMINIO	RETIREE HEALTH BENEFITS - AUGUST 2026	1003042	8/3/2026	360.00
PARRA, FRANCISCO	RETIREE HEALTH BENEFITS - AUGUST 2026	1003043	8/3/2026	400.00
PAUU JR, PENU	RETIREE HEALTH BENEFITS - AUGUST 2026	1003044	8/3/2026	340.00
PE, RAY	RETIREE HEALTH BENEFITS - AUGUST 2026	1003045	8/3/2026	300.00
PEASE JR, DAVID	RETIREE HEALTH BENEFITS - AUGUST 2026	1003046	8/3/2026	140.00
POST, ROGER	RETIREE HEALTH BENEFITS - AUGUST 2026	1003047	8/3/2026	280.00
REDIKOP, BRIAN	RETIREE HEALTH BENEFITS - AUGUST 2026	1003048	8/3/2026	400.00
RIOS, RAMONA	RETIREE HEALTH BENEFITS - AUGUST 2026	1003049	8/3/2026	240.00
RODRIGUEZ, MANUEL	RETIREE HEALTH BENEFITS - AUGUST 2026	1003050	8/3/2026	260.00
RUIZ, JAMES	RETIREE HEALTH BENEFITS - AUGUST 2026	1003051	8/3/2026	310.00
SAINZ, JOSE LUIS	RETIREE HEALTH BENEFITS - AUGUST 2026	1003052	8/3/2026	300.00
SERVATIUS, JEFFREY	RETIREE HEALTH BENEFITS - AUGUST 2026	1003053	8/3/2026	340.00
SEWARD, GREGORY	RETIREE HEALTH BENEFITS - AUGUST 2026	1003054	8/3/2026	520.00
SHEPHARD, STEVE	RETIREE HEALTH BENEFITS - AUGUST 2026	1003055	8/3/2026	440.00
SHOEMAKER, MICHAEL	RETIREE HEALTH BENEFITS - AUGUST 2026	1003056	8/3/2026	480.00
SILVA, LARRY	RETIREE HEALTH BENEFITS - AUGUST 2026	1003057	8/3/2026	580.00
SMITH, JOE	RETIREE HEALTH BENEFITS - AUGUST 2026	1003058	8/3/2026	320.00
SMITH, MATTHEW	RETIREE HEALTH BENEFITS - AUGUST 2026	1003059	8/3/2026	560.00
STANICH, COLLEEN	RETIREE HEALTH BENEFITS - AUGUST 2026	1003060	8/3/2026	400.00
TELLEZ, JOSE	RETIREE HEALTH BENEFITS - AUGUST 2026	1003061	8/3/2026	700.00
TIPTON, BARBARA	RETIREE HEALTH BENEFITS - AUGUST 2026	1003062	8/3/2026	250.00
VILLAGOMEZ, JULIAN	RETIREE HEALTH BENEFITS - AUGUST 2026	1003063	8/3/2026	480.00
VILLARIASA, STEVEN	RETIREE HEALTH BENEFITS - AUGUST 2026	1003064	8/3/2026	480.00
WILKINS, THOMAS	RETIREE HEALTH BENEFITS - AUGUST 2026	1003065	8/3/2026	520.00
WRIGHT, MARIA ELENA	RETIREE HEALTH BENEFITS - AUGUST 2026	1003066	8/3/2026	700.00
YBARRA, ALFREDO	RETIREE HEALTH BENEFITS - AUGUST 2026	1003067	8/3/2026	220.00
YBARRA, ANTONIO	RETIREE HEALTH BENEFITS - AUGUST 2026	1003068	8/3/2026	540.00
YOUNG, GRAHAM	RETIREE HEALTH BENEFITS - AUGUST 2026	1003069	8/3/2026	560.00
			Total for Finance	**36,030.00**
Fire				
AMEDEE, WALTER	MILEAGE REIMBRSMNT, REGIONAL EMERGENCY M	1002958	7/31/2026	37.70
GRAINGER	MOP #65179, BATTERY ALKALINE AA, AAA	1002965	7/31/2026	64.52
L N CURTIS & SONS	1.5X100 COUPLED 1.5NH YELLOW 187 SPEC TYPE I	1002967	7/31/2026	4,227.50
STAPLES BUSINESS ADV	MOP#45704, CW FACIAL FLAT 100/30	1002976	7/31/2026	141.34
			Total for Fire	**4,471.06**

Warrant Register #6
7/31/2026 to 8/6/2026

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
Housing				
LASER SAVER INC	TONER CARTRIDGE FOR SECTION 8 DEPARTMENT	1002968	7/31/2026	114.13
			Total for Housing	**114.13**
HR				
ALTA LANGUAGE SERVIC	EMPLOYEE BILINGUAL TESTING	1002957	7/31/2026	414.00
LIEBERT CASSIDY WHI	CLIENT/MATTER #NA040-00001	1002969	7/31/2026	285.00
LIEBERT CASSIDY WHI	CLIENT/MATTER #NA040-00039	1002969	7/31/2026	285.00
LIEBERT CASSIDY WHI	CLIENT/PERSONNEL MATTER #NA040-00044	1002969	7/31/2026	1,204.30
LIEBERT CASSIDY WHI	SD EMPLOYMENT RELATIONS CONSORTIUM MEMB	1002969	7/31/2026	900.00
STAPLES BUSINESS ADV	MOP #45704/OFFICE SUPPLIES/HR	1002976	7/31/2026	77.82
STAPLES BUSINESS ADV	MOP #45704/OFFICE SUPPLIES/HR	1002976	7/31/2026	349.38
			Total for HR	**3,515.50**
Library				
INSTRUCTIONAL TELECO	RFW- MISSION TELECOM, HOT SPOTS	1003070	8/4/2026	2,100.00
			Total for Library	**2,100.00**
Neigh Svcs				
VISTA PAINT	MOP 68834 PAINT SUPPLIES	1002981	7/31/2026	495.81
VISTA PAINT	MOP 10168 PAINTING SUPPLIES	1002982	7/31/2026	122.34
VISTA PAINT	MOP 68834 PAINT SUPPLIES	1002983	7/31/2026	193.29
			Total for Neigh Svcs	**811.44**
Nutrition				
STAPLES BUSINESS ADV	OFFICE SUPPLIES FOR NUTR CTR FY 26 MOP 45704	1002976	7/31/2026	96.23
STAPLES BUSINESS ADV	OFFICE SUPPLIES FOR NUTR CTR FY 26 MOP 45704	1002976	7/31/2026	57.09
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	1002978	7/31/2026	2,000.85
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	1002978	7/31/2026	419.07
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	1002978	7/31/2026	398.75
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	1002978	7/31/2026	1,372.32
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	1002978	7/31/2026	276.52
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	1002978	7/31/2026	1,220.15
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	1002978	7/31/2026	698.45
			Total for Nutrition	**6,539.43**
Police				
ACE UNIFORMS & ACCES	WEARING APPAREL FOR PD FY27/ D. LONG	1002956	7/31/2026	785.47
ACE UNIFORMS & ACCES	WEARING APPAREL FOR PD FY27 / V. FERNANDO	1002956	7/31/2026	84.03
STAPLES BUSINESS ADV	MOP #45704 / OFFICE SUPPLIES / ADMIN	1002976	7/31/2026	87.22
STAPLES BUSINESS ADV	MOP #45704 / OFFICE SUPPLIES / ADMIN	1002976	7/31/2026	117.62
STAPLES BUSINESS ADV	MOP #45704 / OFFICE SUPPLIES / ADMIN	1002976	7/31/2026	87.09
THE COUNSELING TEAM	PSYCHOLOGICAL EXAMS FY 2027	1002979	7/31/2026	400.00
			Total for Police	**1,561.43**
Risk				
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED/VARGAS	1002963	7/31/2026	25,199.05

Warrant Register #6
7/31/2026 to 8/6/2026

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
STAPLES BUSINESS ADV	MOP #45704/OFFICE SUPPLIES/RISK MANAGEMENT	1002976	7/31/2026	301.36
			Total for Risk	**25,500.41**
			EFT PAYMENTS Total	**672,977.65**
WIRED PAYMENTS				
Finance				
UNION BANK OF CALIFO	GO BONDS OBLIGATION REFUNDING BONDS 2012	260731	7/31/2026	370,000.00
UNION BANK OF CALIFO	GO BONDS OBLIGATION REFUNDING BONDS 2012	260731	7/31/2026	19,893.75
UNION BANK OF CALIFO	GO BONDS OBLIGATION REFUNDING BONDS 2012	260731	7/31/2026	(21.61)
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD APR-JUN 20	262120104	8/3/2026	716.14
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD APR-JUN 20	262120104	8/3/2026	21.43
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD APR-JUN 20	262120104	8/3/2026	157.97
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD APR-JUN 20	262120104	8/3/2026	51.66
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD APR-JUN 20	262120104	8/3/2026	2,346.19
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD APR-JUN 20	262120104	8/3/2026	22.35
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD APR-JUN 20	262120104	8/3/2026	103.61
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD APR-JUN 20	262120104	8/3/2026	0.60
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD APR-JUN 20	262120104	8/3/2026	155.92
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD APR-JUN 20	262120104	8/3/2026	0.13
			Total for Finance	**393,448.14**
HR				
ADMINSURE INC	WORKERS COMPENSATION ACCOUNT REPLENISHI	968	7/31/2026	173,053.48
EDD	UNEMPLOYMENT REIMB CHARGES - APRIL-JUNE 2(	262150257	8/4/2026	1,297.00
			Total for HR	**174,350.48**
			WIRED PAYMENTS Total	**567,798.62**
Section 8				
SECTION 8 PAYMENTS	HAPS FOR THE MONTH OF JULY 2026	X209174A	7/1/2026	**1,457,384.42**
			GRAND TOTAL	**3,435,624.34**

AGENDA REPORT

Department: **Finance**
Prepared by: **Karla Apalategui, Sr. Accounting Assistant**
Meeting Date: **Tuesday, October 6, 2026**
Approved by: **Douglas J. Schulze, City Manager**

SUBJECT:
Warrant Register No. 7 for the Period of 8/7/26 through 8/13/26 in the Amount of $3,286,152.10

RECOMMENDATION:
Ratify Warrants Totaling $3,286,152.10.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Per Government Code Section 37208, below are the payments issued for the period of 8/7/26 – 8/13/26. Consistent with the Department of Finance's practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
Dick Miller Inc	1003086	52,774.48	CIP 22-26 El Toyon Park Pro68 Improve
ARJIS	1003076	79,889.00	ARJIS / ESUN FY27 7/1/26 – 6/30/27
Flock Central	1003088	272,000.00	Flock Year Three
Arco Business Solu	262180106	55,542.28	Fuel for City Fleet
Public Emp Retiremnt	262240170	446,909.29	Service Period 7/21/26 – 8/3/26

FINANCIAL STATEMENT:
Warrant Register Total $3,286,152.10

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

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

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

ORDINANCE:
Not Applicable

EXHIBIT:
Exhibit A – FY27 Warrant Register No. 7

Warrant Register #7
8/7/2026 to 8/13/2026

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
A/P PAYMENTS				
City Atty				
COLANTUONO HIGHSMITH	LEGAL SERVICES FOR ELECTION MATTERS	378391	8/13/2026	924.00
COLANTUONO HIGHSMITH	LEGAL ASSISTANCE - ELECTION LAW MATTERS	378391	8/13/2026	654.50
ELIO PALACIOS JR	ADMIN HEARING OFFICER SERVICES	378396	8/13/2026	2,193.73
SHER EDLING LLP	LEGAL SERVICES FOR SWEETWATER MARSH MATT	378417	8/13/2026	112.50
THOMSON REUTERS	WESTLAW / CAO	378429	8/13/2026	3,599.78
			Total for City Atty	**7,484.51**
City Mgr				
COUNTY OF SAN DIEGO	MAIL POSTAGE BILLING - MARCH 2028	378393	8/13/2026	3,369.26
NATIONAL CITY CHAMBE	AGREEMENT BETWEEN CITY OF NC A	378410	8/13/2026	3,200.00
TERRA REALTY ADVISOR	CONSULTANT TO PROVIDE REALTY	378426	8/13/2026	4,277.99
			Total for City Mgr	**10,847.25**
Clerk				
CORODATA RECORDS	OFF SITE RECORD STORAGE	378392	8/13/2026	61.22
EL LATINO NEWSPAPER	ELECTION PUBLIC NOTICE - SPANISH NEWSPAPER	378395	8/13/2026	804.00
INTEGRITY NEWSPAPERS	ELECTION PUBLIC NOTICING - STAR NEWS	378405	8/13/2026	99.94
INTEGRITY NEWSPAPERS	PUBLIC NOTICING - STAR NEWS	378405	8/13/2026	133.25
INTEGRITY NEWSPAPERS	PUBLIC NOTICING	378405	8/13/2026	112.75
NGUOI VIET TU DO COR	ELECTION PUBLIC NOTICING - VIETNAMESE NEWSP	378411	8/13/2026	200.00
THE EPOCH TIMES	ELECTION PUBLIC NOTICING - CHINESE NEWSPAPE	378427	8/13/2026	250.00
THE FILIPINO PRESS I	ELECTION PUBLIC NOTICING - FILIPINO NEWSPAPE	378428	8/13/2026	260.00
			Total for Clerk	**1,921.16**
Comm Svcs				
EXOS WORKS, INC	EXOS APRIL PAYROLL & STAFFING EXPENSES FY26	378397	8/13/2026	26,732.09
EXOS WORKS, INC	EXOS MAY BILLBACK FY26/CSD	378397	8/13/2026	220.42
EXOS WORKS, INC	EXOS APRIL BILLBACK FY26/CSD	378397	8/13/2026	357.00
EXOS WORKS, INC	EXOS MAY PAYROLL & STAFFING EXPENSES FY26/(	378397	8/13/2026	24,823.85
EXOS WORKS, INC	EXOS JUNE BILLBACK FY26/CSD	378397	8/13/2026	2,015.66
EXOS WORKS, INC	EXOS JUNE PAYROLL & STAFFING EXPENSES FY26	378397	8/13/2026	42,090.50
SMART & FINAL	MOP 45756 MESSY PLAY CHEFS PROGRAMMING SU	378419	8/13/2026	25.54
			Total for Comm Svcs	**96,265.06**
Eng/PW				
CINTAS CORPORATION	UNIFORM APPAREL FOR FLEET FY26-PW/EQM	378388	8/13/2026	66.70
CINTAS CORPORATION	DUST MOPS & SUPPLIES FY26-PW/FAC	378388	8/13/2026	191.71
CINTAS CORPORATION	UNIFORM APPAREL FOR WASTEWATER FY26-PW/W	378388	8/13/2026	256.67
CINTAS CORPORATION	UNIFORM APPAREL FOR STREETS FY26-PW/STS	378388	8/13/2026	269.32
CINTAS CORPORATION	UNIFORM APPAREL FOR PARKS FY26/PW-PARKS	378388	8/13/2026	305.98
CINTAS CORPORATION	UNIFORM APPAREL FOR FLEET FY26-PW/EQM	378388	8/13/2026	66.70
CINTAS CORPORATION	DUST MOPS & SUPPLIES FY26-PW/FAC	378388	8/13/2026	191.71
CINTAS CORPORATION	UNIFORM APPAREL FOR FACILITIES FY26-PW/FAC	378388	8/13/2026	239.75

CINTAS CORPORATION	UNIFORM APPAREL FOR WASTEWATER FY26-PW/W	378388	8/13/2026	256.64
CINTAS CORPORATION	UNIFORM APPAREL FOR STREETS FY26-PW/STS	378388	8/13/2026	293.34
CINTAS CORPORATION	UNIFORM APPAREL FOR PARKS FY26-PW/PARKS	378388	8/13/2026	305.98
CINTAS CORPORATION	UNIFORM APPAREL FOR FLEET FY26-PW/EQM	378388	8/13/2026	66.70
CINTAS CORPORATION	DUST MOPS & SUPPLIES FY26-PW/FAC	378388	8/13/2026	191.71
CINTAS CORPORATION	UNIFORM APPAREL FOR FACILITIES FY26-PW/FAC	378388	8/13/2026	239.75
CINTAS CORPORATION	UNIFORM APPAREL FOR WASTEWATER FY26-PW/W	378388	8/13/2026	256.64
CINTAS CORPORATION	UNIFORM APPAREL FOR STREETS FY26-PW/STS	378388	8/13/2026	293.34
CINTAS CORPORATION	UNIFORM APPAREL FOR PARKS FY26-PW/PARKS	378388	8/13/2026	305.98
CLEAN HARBORS ENVIRO	HOUSEHOLD HAZARDOUS WASTE SEPT 2025	378390	8/13/2026	1,459.40
CLEAN HARBORS ENVIRO	HOUSEHOLD HAZARDOUS WASTE OCT 2025	378390	8/13/2026	2,408.80
CLEAN HARBORS ENVIRO	HOUSEHOLD HAZARDOUS WASTE DEC 2025	378390	8/13/2026	1,459.40
CLEAN HARBORS ENVIRO	HOUSEHOLD HAZARDOUS WASTE DEC 2025	378390	8/13/2026	1,459.40
CLEAN HARBORS ENVIRO	HOUSEHOLD HAZARDOUS WASTE JAN 2026	378390	8/13/2026	2,262.07
CLEAN HARBORS ENVIRO	HOUSEHOLD HAZARDOUS WASTE FEB 2026	378390	8/13/2026	1,459.40
CLEAN HARBORS ENVIRO	HOUSEHOLD HAZARDOUS WASTE MAR 2026	378390	8/13/2026	1,751.28
CLEAN HARBORS ENVIRO	HOUSEHOLD HAZARDOUS WASTE APRIL 2026	378390	8/13/2026	2,116.13
GASTELUM, MANUEL	T&A 90900- REFUND EG26-00163 - DRIVEWAY,APRO	378399	8/13/2026	151.00
HOME DEPOT CREDIT SE	FACILITIES/BUILDING SUPPLIES FOR FY27	378404	8/13/2026	37.63
HOME DEPOT CREDIT SE	FACILITIES/BUILDING SUPPLIES FOR FY27	378404	8/13/2026	121.63
HOME DEPOT CREDIT SE	FACILITIES/BUILDING SUPPLIES FOR FY27	378404	8/13/2026	165.54
HOME DEPOT CREDIT SE	FACILITIES/BUILDING SUPPLIES FOR FY27	378404	8/13/2026	763.10
HOME DEPOT CREDIT SE	FACILITIES/BUILDING SUPPLIES FOR FY27	378404	8/13/2026	19.10
HOME DEPOT CREDIT SE	FACILITIES/BUILDING SUPPLIES FOR FY27	378404	8/13/2026	327.73
HOME DEPOT CREDIT SE	FACILITIES/BUILDING SUPPLIES FOR FY27	378404	8/13/2026	129.25
HOME DEPOT CREDIT SE	FACILITIES/BUILDING SUPPLIES FOR FY27	378404	8/13/2026	187.29
HOME DEPOT CREDIT SE	FACILITIES/BUILDING SUPPLIES FOR FY27	378404	8/13/2026	427.65
HOME DEPOT CREDIT SE	FACILITIES/BUILDING SUPPLIES FOR FY27	378404	8/13/2026	111.78
HOME DEPOT CREDIT SE	FACILITIES/BUILDING SUPPLIES FOR FY27	378404	8/13/2026	329.60
LACAL EQUIPMENT INC	PARTS FOR STREET SWEEPERS #49 & #50	378407	8/13/2026	2,363.51
PACIFIC STATES PETRO	HYDRAULIC OIL, ENGINE OIL FY26-PW/EQM	378412	8/13/2026	655.54
PERRY FORD-NATIONAL	WIRE HRNESS ON PW VEH #019	378414	8/13/2026	1,012.50
SAN DIEGO GAS & ELEC	GAS AND ELECTRICITY FOR FACILITIES FY27	378415	8/13/2026	165.60
SAN DIEGO GAS & ELEC	GAS AND ELECTRICITY FOR FACILITIES FY27	378415	8/13/2026	10,001.38
SONSRAY MACHINERY LL	FLEET SUPPLIES FY26	378421	8/13/2026	2,678.72
SPEEDPRO IMAGING	VEHICLE DECALS FY26	378423	8/13/2026	969.75
STATE CONTROLLER	ANNUAL STREET REPORT FY24/25-7/1/25-6/30/26	378424	8/13/2026	3,265.70
SWEETWATER AUTHORITY	WATER BILL FOR WASTEWATER FY26	378425	8/13/2026	168.48
SWEETWATER AUTHORITY	WATER BILL FOR WASTEWATER FY26	378425	8/13/2026	168.48
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES FY26	378425	8/13/2026	40.54
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES FY26	378425	8/13/2026	53.75
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES FY26	378425	8/13/2026	68.22

SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES FY26	378425	8/13/2026	2,238.72
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES FY26	378425	8/13/2026	2,360.40
WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES FY27-PW/FAC	378431	8/13/2026	4,380.71
WESTPRO PLUMBING INC	FS34 EMERGENCY AFTER HOURS REPAIR LEAK	378432	8/13/2026	3,346.13
WHITE CAP, LP	WEARING APPAREL - SAFETY VESTS ENGINEERING	378433	8/13/2026	192.18
			Total for Eng/PW	**55,076.11**
Finance				
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR 3/1/26 - 6/30/26	378389	8/13/2026	19.00
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR 3/1/26 - 6/30/26	378389	8/13/2026	22.00
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR 3/1/26 - 6/30/26	378389	8/13/2026	1.07
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR 3/1/26 - 6/30/26	378389	8/13/2026	10.48
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR 3/1/26 - 6/30/26	378389	8/13/2026	10.48
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR 3/1/26 - 6/30/26	378389	8/13/2026	10.48
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR 3/1/26 - 6/30/26	378389	8/13/2026	11.60
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR 3/1/26 - 6/30/26	378389	8/13/2026	11.60
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR 3/1/26 - 6/30/26	378389	8/13/2026	0.78
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR 3/1/26 - 6/30/26	378389	8/13/2026	25.56
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR 3/1/26 - 6/30/26	378389	8/13/2026	29.28
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR 3/1/26 - 6/30/26	378389	8/13/2026	20.99
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR 3/1/26 - 6/30/26	378389	8/13/2026	19.54
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR 3/1/26 - 6/30/26	378389	8/13/2026	29.19
			Total for Finance	**222.05**
Fire				
SO CAL PPE, LLC	TURN OUT COAT & PANTS CLEANING , TESTING, RE	378420	8/13/2026	8,311.44
			Total for Fire	**8,311.44**
Housing				
SOUTH BAY SHREDDING	MONTHLY SERVICE FEE FOR MAY-26 FOR SEC 8 DE	378422	8/13/2026	105.00
SOUTH BAY SHREDDING	MONTHLY SERVICE FEE FOR JUNE-26 FOR SECT 8	378422	8/13/2026	70.00
			Total for Housing	**175.00**
HR				
GUILLEN, LAUREN E.	REIMBURSEMENT FOR EDUCATIONAL EXPENSES/G	378403	8/13/2026	176.00
			Total for HR	**176.00**
IT				
CDWG	APPLE MACBOOK AIR - 15" - M4 - 24 GB RAM	378387	8/13/2026	5,023.07
CDWG	HP MFP PRINTER REPLACEMENTS	378387	8/13/2026	1,512.31
DELL MARKETING L P	RTIC COMPUTERS	378394	8/13/2026	5,273.24
GOVCONNECTION INC	VMWARE VSPHERE FOUNDATION - SUBSCRIPTION	378402	8/13/2026	21,511.68
INTENT DIGITAL LLC	VOTELYNX XLG SOFTWARE SUPPORT	378406	8/13/2026	3,000.00
			Total for IT	**36,320.30**
Neigh Svcs				
GONZALEZ, RUBEN	R.GONZALEZ REIMBURSTMENT ACE UNIFORM	378400	8/13/2026	161.63
GONZALEZ, RUBEN	RFW R.GONZALEZ ACE UNIFORM	378401	8/13/2026	37.70

			Total for Neigh Svcs	**199.33**
Nutrition				
CINTAS CORPORATION	LAUNDRY AND CONSUMABLES AS NEEDED FOR FY	378388	8/13/2026	217.09
			Total for Nutrition	**217.09**
Police				
AXON ENTERPRISE INC	AXON TASER X26P BATTERY PACK	378385	8/13/2026	3,793.20
CAL UNIFORMS INC	BPO CAL UNIFORMS WEARING APPAREL FY27/M. C	378386	8/13/2026	1,115.16
EXPERIAN	PAST DUE INVOICES (EMPLOYMENT BACKGROUND	378398	8/13/2026	652.56
LEXIPOL LLC	LEXIPOL SUBSCRIPTION FY27 07012026-06302027	378408	8/13/2026	8,268.75
LONG, DANIEL	REIMBURSEMENT RETIREMENT FLAG DISPLAY CAS	378409	8/13/2026	83.51
PALOMAR HEALTH	BPO PALOMAR HEALTH ADULT SART FY 27	378413	8/13/2026	1,650.00
SAN DIEGO PET SUPPLY	K9 CARE & SUPPLIES / CARLMAGNO 519	378416	8/13/2026	95.62
SAN DIEGO PET SUPPLY	K9 CARE & SUPPLIES / BAUTISTA 525	378416	8/13/2026	121.02
SAN DIEGO PET SUPPLY	K9 CARE & SUPPLIES / EVANS 513	378416	8/13/2026	261.12
SHRED-IT	SHREDDING SERVICES FOR PD FY 2026	378418	8/13/2026	232.71
THOMSON REUTERS	CLEAR PROFLEX	378429	8/13/2026	799.21
VWR	RFQ #1152 LAB SUPPLIES	378430	8/13/2026	150.79
			Total for Police	**17,223.65**
			A/P PAYMENTS Total	**234,438.95**

EFT PAYMENTS

Building				
INTERWEST CONSULTING	PLAN CHECK SERVICES JUNE 2026	1003094	8/7/2026	4,944.69
INTERWEST CONSULTING	DEPUTY BUILDING OFFICIAL SERVICES / JUNE 2026	1003095	8/7/2026	27,900.00
STAPLES BUSINESS ADV	MOP#45704 BUILDING OFFICE SUPPLIES	1003107	8/7/2026	182.69
STAPLES BUSINESS ADV	MOP#45704 BUILDING OFFICE SUPPLIES	1003108	8/7/2026	239.43
			Total for Building	**33,266.81**
City Atty				
BURKE WILLIAMS & SOR	LEGAL SERVICES FOR POLANCO MATTER	1003079	8/7/2026	13,665.90
			Total for City Atty	**13,665.90**
City Mgr				
STAPLES BUSINESS ADV	CM YAMANE'S OFFICE SUPPLIES	1003106	8/7/2026	59.21
			Total for City Mgr	**59.21**
Comm Svcs				
AMAZON CAPITAL SERVI	FAB KIMBALL SR CENTER SUPPLIES/CSD	1003075	8/7/2026	125.10
STAPLES BUSINESS ADV	MOP 45704 KPOP PROGRAMMING SUPPLIES/CSD	1003106	8/7/2026	16.30
STAPLES BUSINESS ADV	MOP 45704 KPOP PROGRAMMING SUPPLIES/CSD	1003106	8/7/2026	28.26
			Total for Comm Svcs	**169.66**
Eng/PW				
A. PREMAN ROOFING,	CIP 25-10 FIRE STATION 34 ROOF AND HVAC REPLA	1003071	8/7/2026	23,569.50
A. PREMAN ROOFING,	CIP 25-09 LIBRARY ROOF REPLACEMENT PROF SEF	1003071	8/7/2026	20,099.41
AMAZON CAPITAL SERVI	PART FOR GREASE GUN TOOL STR	1003075	8/7/2026	85.65
BOOT WORLD	MOP 64096 FOOTWEAR FY27-PW/FAC	1003077	8/7/2026	185.94

BOOT WORLD	MOP 64096 FOOTWEAR FY27-PW/FAC	1003077	8/7/2026	195.73
D-MAX ENGINEERING IN	CIP 19-24 BAYSHORE BIKEWAY SEGMENT 5 CONNE	1003083	8/7/2026	570.57
D-MAX ENGINEERING IN	CIP 19-24 BAYSHORE BIKEWAY SEGMENT 5 CONNE	1003083	8/7/2026	493.76
D-MAX ENGINEERING IN	CIP 19-24 BAYSHORE BIKEWAY SEGMENT 5 CONNE	1003083	8/7/2026	1,659.85
D-MAX ENGINEERING IN	CIP 19-24 BAYSHORE BIKEWAY SEGMENT 5 CONNE	1003083	8/7/2026	1,374.63
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FY26	1003084	8/7/2026	581.37
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FY26	1003084	8/7/2026	1,071.38
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FY26	1003084	8/7/2026	497.78
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FY26	1003084	8/7/2026	508.01
DICK MILLER INC	CIP 22-26 EL TOYON PARK PROP 68 IMPROVEMENT	1003086	8/7/2026	1,515.71
DICK MILLER INC	CIP 22-26 EL TOYON PARK PROP 68 IMPROVEMENT	1003086	8/7/2026	52,774.48
GRAINGER	MOTOR FAN FOR FAC FY26	1003089	8/7/2026	1,117.49
GRAINGER	MOP 65179 GENERAL SUPPLIES FY27-PW/FAC	1003089	8/7/2026	56.20
HAAKER EQUIPMENT COM	RX CBL CNTR COMPLETE	1003091	8/7/2026	1,719.82
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY26	1003092	8/7/2026	503.25
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY26	1003092	8/7/2026	856.73
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY26 8.75 TAX R	1003092	8/7/2026	187.69
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY26 8.75 TAX R	1003092	8/7/2026	677.08
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY26 8.75 TAX R	1003093	8/7/2026	358.67
NATIONAL CITY TROPHY	MOP 66556 GENERAL SUPPLIES FY27-PW/FAC	1003097	8/7/2026	110.22
NATIONAL CITY TROPHY	MOP 66556 GENERAL SUPPLIES FY27-PW/FAC	1003097	8/7/2026	23.76
NERI LANDSCAPE ARCHI	LAS PALMAS PARK IMPROVEMENTS	1003098	8/7/2026	1,277.90
NERI LANDSCAPE ARCHI	LAS PALMAS PARK IMPROVEMENTS	1003098	8/7/2026	0.00
NORTH COUNTY EVS INC	FIRE APPARATUS SERVICES FY26	1003099	8/7/2026	38,177.23
PRECISION TEMPERATUR	KITCHEN AND REFRIGERATION REPAIRS FY26	1003101	8/7/2026	295.00
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY27-PW/EQM	1003103	8/7/2026	132.71
SOLANA CENTER FOR	SB 1383 COMPLIANCE SUPPORT SERVICES	1003104	8/7/2026	11,581.16
SOUTHWEST SIGNAL SER	INTERSECTON MAINTENANCE FY26	1003105	8/7/2026	5,289.01
SOUTHWEST SIGNAL SER	INTERSECTON MAINTENANCE FY26	1003105	8/7/2026	5,400.00
SOUTHWEST SIGNAL SER	INTERSECTON MAINTENANCE FY26	1003105	8/7/2026	6,657.82
SOUTHWEST SIGNAL SER	INTERSECTON MAINTENANCE FY26	1003105	8/7/2026	8,170.37
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES FY26	1003106	8/7/2026	279.01
STC TRAFFIC INC	CIP 25-21 DESIGN OF 24TH ST SEWER IMPROVEME	1003109	8/7/2026	1,197.20
			Total for Eng/PW	**189,252.09**
Fire				
AMAZON CAPITAL SERVI	BOOKS FOR FIRE SERVICE/AMAZON -MANAGING DI	1003075	8/7/2026	181.39
			Total for Fire	**181.39**
Housing				
AMAZON CAPITAL SERVI	OFFICE SUPPLIES/ HOUSING	1003074	8/7/2026	355.93
			Total for Housing	**355.93**
HR				
LIEBERT CASSIDY WHI	PERSONNEL/CLIENT MATTER NA040-00001	1003096	8/7/2026	4,560.00

			Total for HR	**4,560.00**
IT				
CIVICPLUS, LLC	ARCIVE SOCIAL SUBSCRIPTION FY27	1003081	8/7/2026	7,592.04
COUNTY OF SAN DIEGO	REGIONAL COMMUNICATIONS SYSTEM (RCS) FY27	1003082	8/7/2026	9,120.00
GRANICUS	SWAGIT WEBCASTING FY27	1003090	8/7/2026	2,353.10
PASADENA CONSULTING	ELECTRONIC FILING SYSTEM SUBSCRIPTION FY27	1003100	8/7/2026	4,500.00
TYLER TECHNOLOGIES I	MUNIS ERP PROJECT 2026	1003112	8/7/2026	12,504.56
TYLER TECHNOLOGIES I	MUNIS ERP PROJECT 2026	1003112	8/7/2026	2,960.00
TYLER TECHNOLOGIES I	MUNIS ERP PROJECT 2026	1003112	8/7/2026	740.00
TYLER TECHNOLOGIES I	MUNIS ERP PROJECT 2026	1003112	8/7/2026	4,440.00
WILLY'S ELECTRONIC S	WILLY'S ELECTRONICS ACCESSORIES FY27	1003114	8/7/2026	79.50
WILLY'S ELECTRONIC S	WILLY'S ELECTRONICS ACCESSORIES FY27	1003114	8/7/2026	50.03
WILLY'S ELECTRONIC S	WILLY'S ELECTRONICS ACCECCORIES FY27	1003114	8/7/2026	133.98
WILLY'S ELECTRONIC S	WILLY'S ELECTRONICS ACCECCORIES FY27	1003114	8/7/2026	13.70
			Total for IT	**44,486.91**
Library				
BRODART CO	BRODART- BOOKS	1003078	8/7/2026	11,276.03
BRODART CO	BRODART- BOOKS- 19 BOOKS	1003078	8/7/2026	418.39
BRODART CO	BRODART- BOOKS 46	1003078	8/7/2026	977.90
BRODART CO	BRODART- BOOKS	1003078	8/7/2026	286.79
BRODART CO	BRODART- BOOKS	1003078	8/7/2026	219.20
			Total for Library	**13,178.31**
Neigh Svcs				
VISTA PAINT	MOP 68834 PAINTING SUPPLIES	1003113	8/7/2026	183.57
			Total for Neigh Svcs	**183.57**
Nutrition				
ALDEMCO	FOOD AND CONSUMABLES ALDEMCO 7/6/2026-7/27/	1003073	8/7/2026	623.82
ALDEMCO	FOOD AND CONSUMABLES ALDEMCO 7/6/2026-7/27/	1003073	8/7/2026	1,308.19
ALDEMCO	FOOD AND CONSUMABLES ALDEMCO 7/6/2026-7/27/	1003073	8/7/2026	606.73
ALDEMCO	FOOD AND CONSUMABLES ALDEMCO 7/6/2026-7/27/	1003073	8/7/2026	474.41
ALDEMCO	FOOD AND CONSUMABLES ALDEMCO 7/6/2026-7/27/	1003073	8/7/2026	671.75
ALDEMCO	FOOD AND CONSUMABLES ALDEMCO 7/6/2026-7/27/	1003073	8/7/2026	758.29
ALDEMCO	FOOD AND CONSUMABLES ALDEMCO 7/6/2026-7/27/	1003073	8/7/2026	1,162.92
SYSCO SAN DIEGO INC	DW LEASE MARCH 2026	1003110	8/7/2026	259.86
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	1003110	8/7/2026	186.93
SYSCO SAN DIEGO INC	DW LEASE MAY 2026	1003110	8/7/2026	259.86
			Total for Nutrition	**6,312.76**
Police				
ACE UNIFORMS & ACCES	UNIFORMS & ACCESSORIES FOR PD FY 26 EOY	1003072	8/7/2026	25.85
ACE UNIFORMS & ACCES	UNIFORMS & ACCESSORIES FOR PD FY 26 EOY	1003072	8/7/2026	25.85
ACE UNIFORMS & ACCES	UNIFORMS & ACCESSORIES FOR PD FY 26 EOY	1003072	8/7/2026	25.85
ACE UNIFORMS & ACCES	UNIFORMS & ACCESSORIES FOR PD FY 26 EOY	1003072	8/7/2026	25.85

ACE UNIFORMS & ACCES	UNIFORMS & ACCESSORIES FOR PD FY 26 EOY	1003072	8/7/2026	25.85
ACE UNIFORMS & ACCES	WEARING APPAREL FOR PD FY27/LENA MOATS	1003072	8/7/2026	134.69
ACE UNIFORMS & ACCES	WEARING APPAREL FOR PD FY27/ALFRED CABAL	1003072	8/7/2026	312.41
ACE UNIFORMS & ACCES	WEARING APPAREL FOR PD FY27/LEO MARQUEZ	1003072	8/7/2026	350.19
ACE UNIFORMS & ACCES	WEARING APPAREL FOR PD FY27/LUZ QUEZADA	1003072	8/7/2026	400.82
ARJIS	ARJIS / ESUN FY 2027 / 07/01/26 - 06/30/27	1003076	8/7/2026	14,445.00
ARJIS	ARJIS / ESUN FY 2027 07/01/26 - 06/30/27	1003076	8/7/2026	79,889.00
CALIFORNIA POLICE CH	CPCA DUES 7/1/26 - 6/30/27 101-150 PERSONNEL	1003080	8/7/2026	2,354.00
DEEPNET SECURITY	DEEPNET LICENSES FY 2027	1003085	8/7/2026	1,826.80
ESRI	ARCGIS RENEWAL 8/6/26 - 8/5/27	1003087	8/7/2026	1,575.00
FLOCK CENTRAL	FLOCK YEAR THREE	1003088	8/7/2026	272,000.00
SAN DIEGO POLICE EQU	BALLISTIC VESTS FY 2027/C.DIRCIO, G.MANCILLA, J	1003102	8/7/2026	2,949.62
SAN DIEGO POLICE EQU	BALLISTIC VESTS FY 2027/S. TEC, E.GUZMAN, R. MA	1003102	8/7/2026	2,949.62
STAPLES BUSINESS ADV	MOP #45704 / CLEANING SUPPLIES / ADMIN	1003106	8/7/2026	68.71
STAPLES BUSINESS ADV	MOP #45704 / STENO BOOK WHITE 6X9 / ADMIN	1003106	8/7/2026	21.91
STAPLES BUSINESS ADV	MOP #45704 / OFFICE SUPPLIES / ADMIN	1003106	8/7/2026	60.97
STAPLES BUSINESS ADV	MOP #45704 / WHTBOARD & CARTRIDGE TAPE / ADI	1003106	8/7/2026	62.14
STAPLES BUSINESS ADV	MOP # 45704 / MOUSE LIFT GRAPHITE / ADMIN	1003106	8/7/2026	83.19
THE COUNSELING TEAM	EMPLOYEE SUPPORT SERVICE FY 2026	1003111	8/7/2026	346.50
THE COUNSELING TEAM	PSYCHOLOGICAL EXAMS FY 2027	1003111	8/7/2026	400.00
THE COUNSELING TEAM	PSYCHOLOGICAL EXAMS FY 2027	1003111	8/7/2026	1,260.00
			Total for Police	**381,619.82**
			EFT PAYMENTS Total	**687,292.36**

Payroll

PY91749			8/12/2026	1,861,969.22
			Payroll Total	**1,861,969.22**

WIRED PAYMENTS

Eng/PW

ARCO BUSINESS SOLUTI	FUEL FOR CITY FLEET FY27-PW/EQM	262180106	8/7/2026	55,542.28
			Total for Eng/PW	**55,542.28**

Finance

PUBLIC EMP RETIREMEN	SERVICE PERIOD 07/21/2026 - 08/03/2026	262240170	8/13/2026	446,909.29
			Total for Finance	**446,909.29**
			WIRED PAYMENTS Total	**502,451.57**

GRAND TOTAL **3,286,152.10**

AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, October 6, 2026
Approved by: Douglas J. Schulze, City Manager

SUBJECT:
Approval of Subscription Agreement with eScribe Software USA, Inc.

RECOMMENDATION:
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Waiving the Bid Process Pursuant to National City Municipal Code Section 2.60.260 and Authorizing the Mayor to Execute a Subscription Agreement with eSCRIBE Software USA, Inc. for Management Software and Related Services in an Initial Annual Amount of $29,502.81."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The City Clerk's Office currently utilizes eScribe as the City's centralized platform for preparation, review, approval, publication, and management of City Council agendas, staff reports, minutes, and related meeting materials. The system supports the City's agenda process from departmental submission through final publication, including approval workflows, agenda compilation, public access to meeting materials, and maintenance of the legislative record.

Since its initial implementation, the City has expanded its use to eScribe to include additional modules and functionality supporting public participation, accessibility, multilingual agendas (Spanish translation), and the administration of the City's Boards, Commissions, and Committees.

The Public Comments module provides members of the public with an electronic method to submit comments associated with City Council agenda items. Board Manager provides a centralized system for managing the City's Boards, Commissions, and Committees, including recruitment and applications, membership information, agendas, and archival records. These integrated functions allow the City Clerk's Office to manage multiple legislative and administrative processes within a single platform while improving access to public information.

eScribe is an established North American public-sector meeting management platform used by hundreds of municipal clerks and public agencies. Within California, eScribe is used by more than 40 public-sector agencies, including several jurisdictions within the San Diego region. The City's continued use of this established platform provides consistency and continuity in the City's agenda and meeting management process while preserving existing workflows, integrations, historical records and archival data.

Renewal of the subscription will allow the City to continue utilizing these integrated services without disruption and avoid the significant staff time, data migration, systems configuration,

training, and implementation costs that would be associated with transitioning to a different meeting management platform.

This Agreement is for an initial one-year term in the amount of $29,502.81, with subsequent renewal terms in accordance with the terms and conditions of the Agreement and subject to the availability and appropriation of funds. As this is an ongoing subscription with anticipated renewals, the cumulative value of the Agreement will exceed the City Manager's signature authority. Therefore, City Council approval is required to authorize the Agreement and the Mayor to execute it on behalf of the City.

FINANCIAL STATEMENT:
The initial one-year subscription cost is $29,502.81. Funding is available in the Information Technology Services Fiscal Year 2026-2027 approved budget, Account No. 629-10-13-13600-7281-. Subsequent renewal costs will be subject to the availability and appropriation of funds in the applicable fiscal year.

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 - Agreement
Exhibit B - Resolution

This Subscription Agreement (the "Agreement") is entered into 1st day of September, 2026 by and between eScribe Software USA, Inc. ("eScribe") and City of National City Customer (each a "Party" and collectively, the "Parties"). This Agreement, together with any appendices referenced and attached, govern the Customer's subscription to the eScribe product.

eScribe Terms and Conditions

1. Overview of eScribe

eScribe's service is a proprietary software application and platform for the purpose of meeting and agenda automation which it makes available as services via the internet. eScribe includes online storage space for storing, retrieving and sharing Customer Content (as defined below). Services under this Agreement may be provided by eScribe USA Inc, and its affiliated entities and wholly owned subsidiaries.

2. Definitions

The terms below have the following meaning:

A. **"Affiliate"** means any entity controlled by, controlling, or under common control with such Party where "control" in any of the foregoing forms means ownership, either direct or indirect, of more than 50% of the equity interest entitled to vote for the election of directors or equivalent governing body. An entity shall be considered an Affiliate only so long as such entity continues to meet the foregoing definition.

B. **"Customer Content"** shall mean the content, documents, audio and video uploaded or inputted to the Services or created, produced by the Customer during Use of the Services.

C. **"Data Storage"** refers to the online electronic secure storage of all Customer Content during the Use of the Services.

D. **"Documentation"** includes any and all printed or electronic guides and manuals, including sales, marketing and training materials provided by eScribe for the proper Use of the Services.

E. **"Implementation Services"** refers to the configuration, training, and other services set out in Appendix C.

F. **"Legacy Data"** refers to the ongoing Data Storage of Customer Content from previous Term(s) as set out in Appendix D.

G. **"Personal Information"** means information which relates to an identified or identifiable individual, and includes any information defined from time to time as "personal information" under applicable Privacy as defined herein.

H. "**Privacy Laws**" means applicable laws and regulations relating to privacy, data protection, or data security.

I. **"Services" or "Software"** means the provision of the software service known as "eScribe", together with any services provided, including the applications for access to the eScribe site, System Upgrades and interfaces made available to the Customer in connection with eScribe.

J. **"Support Services"** shall mean the technical support for the Customer's use of eScribe as made available under eScribe's Support Services set out in Appendix B.

K. **"Taxes"** refers to all present or future sales tax, consumption tax and similar taxes.

L. **"Usage Data**" refers to the data generated automatically through access or use of eScribe, including but not limited to user log-in data, date and time stamps, device details such as browser type and operating system, IP address, feature usage, product settings and configuration, activity records, and associated log data and metadata. For the avoidance of doubt, Usage does not include Customer Content.

M. **"Use"** shall mean the ability for the Customer to login with username and password and access the Services via the internet.

N. **"You or Your"** refers to Customer, as defined in the preamble of this Agreement.

3. Operations

3.1 Software, Implementation Services. eScribe shall provide the Software, Implementation Services, and the Documentation to the Customer subject to the terms of this Agreement. The Implementation Services will be provided in a professional, timely, and competent manner. eScribe shall take appropriate steps to carry out the Implementation Services to the reasonable satisfaction of the Customer.

3.2 Availability of Service. eScribe shall make the Services available twenty-four (24) hours a day, seven (7) days a week, and will credit the Customer 10% of the equivalent monthly Subscription Fees listed in Appendix A for each three (3) hour period for which the Services are unavailable for Use by the Customer in a monthly period. "Uptime" and "Downtime" is recorded and calculated on a monthly basis and will be applied as a credit towards the annual Subscription Fees listed in Appendix A, for the next year. Downtime does not include scheduled outages for software updates, server or network maintenance (which will generally be scheduled for weekends or after midnight eastern time), notification of which will be provided to the Customer's designated Support Contacts five (5) days in advance. Unsuitable Customer operating environment, including, but not limited to, inadequate end user computer configuration, installed third party software, internet connection issues or general internet congestion issues are excluded from any downtime calculations. Account credits of eScribe for any twelve (12) month period are hereby limited to a maximum of twenty percent (20%) of the annual Subscription Fees listed in Appendix A paid by the Customer during the prior twelve (12) month period up to the outage. Downtime is measured from the time that a trouble ticket is registered with Support Services by the Customer for the Services being unavailable for Use or the time that eScribe becomes aware that the Services are unavailable for Use (whichever is earlier), to the time the problem is resolved, and the Services are restored. In the event that eScribe becomes aware that the Services are unavailable for Use, eScribe shall notify the Customer immediately.

3.3 Support Services. During the Term of this Agreement, eScribe will provide the Customer the Support Services as described in Appendix B.

3.4 Access. eScribe will provide access to users designated by the Customer. eScribe may deny access to the Service if it has reason to believe that a login or password has been lost, stolen or compromised or is used contrary to the terms of this Agreement or threatens the security of Customer Data, the eScribe Service, or other users. You are solely responsible for all acts or omissions of any person using eScribe through assigned logins or passwords, or integrated access methods like Azure Active Directory. Use of eScribe via Customer logins and passwords, or integrated access methods is deemed to have been authorized by the Customer. If any of the Customers logins, passwords or access methods are lost, stolen or compromised, the Customer will promptly notify eScribe. Upon receipt of

such notice, the affected logins and passwords will be cancelled or suspended as soon as is reasonably practicable, but the Customer remains responsible for any actions prior to our receipt of that notice. Customer may not make available the Service for Use by any third parties.

3.5 Usage Data. eScribe may collect and process Usage Data to (a) provide Services and associated support to Customer; (b) manage and secure its technical infrastructure; (c) develop and improve its products and services; (d) communicate with Customer about your use of the Services and provide recommendations regarding additional offerings; (e) enforce the terms of this Agreement or other contractual terms; (f) prevent abuse and fraud; (g) perform statistical analyses; and (h) for its internal business purposes. eScribe may share Usage Data with its affiliates and third-party service providers for these purposes, or as otherwise required or permitted by applicable law.

3.6 Customer Content Retrieval. During the Term of this Agreement, the Customer may retrieve Customer Content from the Services at any time and, within ten (10) days of the Customer's request, eScribe will make available any Customer Content that is stored in native file format (Word, Excel, PowerPoint, PDF, MP4).

3.7 Privacy. eScribe will comply with its obligations under all applicable laws and regulations related to the operation of the Services, including all applicable Privacy Laws.

4. License and Related Terms.

4.1 License Grant. During the Term and subject to You and Your Users' ongoing full compliance with the terms and conditions set forth in this Agreement, eScribe (a) grants Customer, solely for your internal and legitimate purposes, a limited, revocable, non-exclusive, non-sublicensable and non-transferable license to access and use the modules of the Service as set forth in your subscription.

4.2 Commitments and Restrictions. Customer and Your Users shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services, the Software or the eScribe Sites available to any third party; (b) modify, copy or create derivative works based on eScribe or the Software; (c) frame or mirror any

content forming part of or all of the Services or the eScribe Sites, other than on your own intranets or otherwise for your own internal business purposes as permitted by this Agreement; (d) reverse engineer, disassemble, decompile or otherwise attempt to imitate, derive or discover the source code for the Software; (e) provide non-Users with access to the Services, the Software or eScribe Sites, whether directly or through a service bureau, commercial time-sharing arrangement, or application service provider arrangement; (f) use the Services, the Software or the eScribe Sites to provide outsourcing or training services to non-Users; (g) otherwise market the Services, the Software or the eScribe Sites to third parties without eScribe's written permission; (h) access or use the Services in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Services or the Software; (i) use the Service for any illegal or unauthorized purposes or beyond the scope of the this Agreement; or (j) breach or attempt to breach the security of any platforms or applications in the Services or the Software.

4.3 Rights to Intellectual Property. eScribe grants no other right or license to any of its or its affiliates' intellectual property to You by implication, estoppel or otherwise. You acknowledge and agree that eScribe or its affiliates (as applicable) owns all right, title, and interest in, to, and under such intellectual property and that you shall not acquire any proprietary rights therein. Any use by You or Your Users of any of such intellectual property and all goodwill and other rights associated therewith shall inure to the benefit of eScribe or its affiliates (as applicable).

4.4 Customer Responsibilities. You are responsible for Your Users' use of the Services. You will: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content; (b) ensure that each User has all necessary permissions, consents, approvals, and licenses for and to the Customer Content; and (c) comply with all applicable local, state, federal and foreign laws, or regulations in connection with each User's use of the Services. You shall not transfer or assign Your eScribe account privileges to a third-party without eScribe's prior written consent. Users are authorized to use the Services only for Your legitimate activities. As between You and eScribe, You shall be solely responsible for, and eScribe shall have no responsibility for, monitoring and policing the adherence of Users to all applicable laws, regulations, duties, and obligations with respect to accessing, distributing, and using Customer Content. You acknowledge and agree that eScribe is not responsible or liable in any way for any Customer Content and has no duty to pre-screen such content. However, eScribe reserves the right to remove Customer Content from the Site at any time, without prior notice, if eScribe in its sole

discretion concludes that the Customer Content may violate applicable law.

4.5 Feedback and Improvements. The Customer acknowledges and agrees that eScribe shall own all rights, title, and interest, in and to any improvements to the Services, or any new programs, upgrades, modifications or enhancements to the foregoing, whether developed by eScribe or Customer in connection with rendering the Services to You. In the event that the Customer provides any feedback, ideas, suggestions proposals, refinements or other improvements (collectively, "Feedback"), the Customer hereby irrevocably transfer and assign to eScribe all rights, title, and interest which Customer may have in such Feedback. eScribe shall have the right, but not the obligation, to use any such Feedback to improve any or all parts of its Services or Software and in the event that eScribe does incorporate such Feedback, it shall solely retain all right, title and interest in such Feedback. In the event that such Feedback does not automatically transfer to and vest in eScribe, You hereby grant an exclusive, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to eScribe and its affiliates to use the Feedback for any purpose without notice or restriction.

4.6 Ownership of Customer Content; Disclaimer. As between You and eScribe, You exclusively own all rights, title and interest in and to all Customer Content provided by You to eScribe Sites or under the Services. You acknowledge and agree that eScribe's custodial function is limited to the technical operation and maintenance of the Services and shall not extend to any fiduciary or other duty of care related to management of the sourcing, posting, accessing, use, or receipt for any Customer Content, or any functioning which utilizes the Service.

5 Confidentiality

5.1 Definition of Confidential Information. As used herein, "Confidential Information" means all confidential and proprietary information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), including any intellectual property or proprietary rights, that (a) if disclosed orally is designated as confidential at the time of disclosure, (b) if disclosed in writing is marked as "Confidential" and/or "Proprietary," or (c) reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Without limiting the foregoing, Confidential Information of eScribe shall include the terms and conditions of this Agreement (including pricing and other terms

reflected hereunder), provision of the Services, screenshots of eScribe, pricing in proposals, business and marketing materials, technology and technical information, product designs, and business processes. The Customer's Confidential Information shall include the Customer Content. Notwithstanding the foregoing, eScribe may disclose the existence and terms of this Agreement, in confidence, to a potential purchaser of or successor to any portion of such Party's business resulting from the reorganization, spin-off, or sale of all or a portion of all the assets of any business, division, or group of such Party. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (iii) was independently developed by the Receiving Party, which can be demonstrated with clear and convincing evidence; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

5.2 Confidentiality and Non-Disclosure. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Notwithstanding the foregoing, the Receiving Party may disclose such Confidential Information to those of its employees and contractors who need to know such information for purposes of performing this Agreement and certifies that such employees and contractors have agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those in this Section 5. The Receiving Party shall use the same degree of care to protect the Confidential Information as it uses to protect its own information of a confidential and proprietary nature, and in no event shall it use less than a reasonable degree of care.

5.3 Compelled Disclosure. If the Receiving Party is compelled by law or legal process to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted), provide reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure and only make such disclosure, in both manner and content, as required by such law or legal process.

5.4 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in

breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

5.5 Survival. Notwithstanding the expiration or termination of this Agreement for any reason, the obligations of confidentiality and non-use set forth in this Section shall continue in perpetuity.

6 Pricing and Payment

6.1 Subscription Fees. The first year's Subscription Fees and the Implementation Fees, as described in Appendix C, will be invoiced as of the date of this Agreement and will be due according to the terms of the invoice. The Subscription Fees are due annually thereafter and will increase from the previous year's Subscription Fees by five percent (5%). eScribe may implement revised Subscription Fees for the Renewal Term, as defined in Section 7.1, by giving written notice of such price changes to You at least ninety (90) days prior to the expiration of the current Term, and that pricing will take effect unless You elect to terminate this Agreement in accordance with Section 7.

6.2 Implementation Fees. The Implementation Fees listed in Appendix C are assessed for remote participation by eScribe personnel during the onboarding process. Optionally, should the Customer wish to have eScribe personnel attend onsite during the onboarding process, additional travel and living expenses would apply in addition to the Implementation Fees listed in Appendix C.

6.3 Legacy Data. If Legacy Data fees apply, it will be added to the annual Subscription Fees as set out in Appendix D.

6.4 Overdue Payments. All payments are due thirty (30) days from the date of invoice. Any invoiced amounts (excluding those subject to good faith dispute), not received by eScribe by the due date may accrue, at eScribe's discretion, late charges at the rate of twelve

percent (12%) per annum, or the maximum rate permitted by applicable law, whichever is lower, from the date such payment was due until the date paid. In addition, Customer shall be responsible for reasonable attorneys' fees and other reasonable costs of collection in the event of nonpayment by the Due Date.

6.5 Taxes. All fees and other charges set forth in this Agreement are exclusive of any and all applicable Taxes due to eScribe from Customer. Payment of all applicable Taxes shall be the responsibility of the Customer. If any such Taxes has to be withheld under this Agreement, Customer shall increase payment under this Agreement by such amount as to ensure that eScribe has received an amount equal to the payment otherwise required after such withholding or deduction.

6.6 Nonpayment and Suspension of Services. If any portion of the Customer invoice is more than thirty (30) days past due, in addition to any of its other rights or remedies under this Agreement or by applicable law, eScribe reserves the right to suspend access to the Service, but only if such past due account is not paid within five (5) business days after written notice of eScribe's intent to exercise its right to suspend hereunder. Any such permitted suspension shall be without liability to the Customer and may continue until such amounts are paid in full.

7. Term

7.1 Term of Agreement and Subscription. The term of this Agreement commences on the date of this Agreement for a period of one (1) year (the "Term") and will automatically renew for an additional term of equal length ("Renewal Term") unless notice of cancellation is received 60 days prior to the expiry of the Term.

7.2 Early Termination. This Agreement may be terminated by either Party prior to the end of the Subscription Term as follows: (a) If either party is adjudged bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, bankruptcy or insolvency proceedings are instituted by or against such party, and such proceedings are not removed within sixty

(60) days (an "Event of Bankruptcy"), then the party affected by such an Event of Bankruptcy must immediately give notice thereof to the other party, and the other party at its option may terminate this Agreement upon written notice to such affected party, (b) in the event that a Party materially breaches an obligation hereunder and fails to cure such breach within thirty (30) days after being notified thereof in writing, the non-breaching Party may terminate this Agreement at any time thereafter that the breach is continuing by providing written notice to the breaching Party, (c) by either Party for Force Majeure as defined in Section 14.7.

7.3 Termination Penalties. If this Agreement is terminated by the Customer, or the Customer downgrades their subscription during the first year of the Term, for any reason other than a material breach of this Agreement on the part of eScribe, the Customer will be liable for the First Year Subscription Fees as invoiced, and a termination or downgrade penalty amounting to 35% of the remaining Subscription Fees due for Years Two and Three of the Agreement. If the Customer terminates or downgrades their subscription during the Second Year of the Term, for any reason other than the material breach of the Agreement by eScribe, the Customer will be responsible for Second Year Subscription Fees in full as invoiced, and a termination penalty amounting to 25% of the remaining Year Three Subscription Fees. If the Customer terminates or downgrades their subscription during the Third Year of the Term, for any reason other than the material breach of the Agreement on the part of eScribe, the Customer will be responsible for the Third Year Subscription Fees in full as invoiced without any additional penalty. If the Customer terminates or downgrades their subscription during a Renewal Term for any reason other than material breach, the Customer will remain responsible for 15% for any remaining Subscription Fees due for the Renewal Term.

7.4 Post Termination Obligations. Termination of this Agreement shall not limit either Party from pursuing any remedies available to it, including injunctive relief. Agreement termination, other than by the Customer in accordance with Section 7.2, shall not relieve You of Your obligation to pay the entire Subscription Fee for the applicable Term and all other applicable fees, if any due for the use of the Services. Following any termination pursuant to Section 7.2, eScribe shall refund to the Customer the prepaid but unused portion of the Subscription Fee for the then- current Subscription Term (prorated based on the number of whole months left in the then- current Term).

7.5 Effect of Termination. Following the termination or expiration of this Agreement, including your Subscription, (a) eScribe will convert Your

Account to an inactive status, (b) Customer must immediately cease (and eScribe can block) Your accessing and using the Services and (c) Customer will retrieve all Customer Content no later than thirty (30) days after termination. After the thirty (30) day period, eScribe will delete or destroy all copies of Customer Content in its possession or control, unless legally prohibited and upon request, provide the Customer with a certificate of destruction.

7.6 Surviving Provisions. In the event this Agreement is terminated, any provision which must survive in order to allow the Parties to enforce its meaning shall survive, including without limitation, Sections 4.3 (Rights to Intellectual Property), 4.5 (Feedback and Improvements), 5 (Confidentiality), 6 (Pricing and Payment) (until all amounts due hereunder are paid in full), 7.4 (Post Termination Obligations), 7.5 (Effect of Termination),7.6 (Surviving Provisions), 8.5 (Disclaimer), 9 (Limitation of Liability), 10 (Indemnification) and 14.3 (Survival).

8. Warranties and Disclaimers. The following representation and warranties are applicable at the execution of this Agreement and during the Term:

8.1 Mutual Warranty. Each Party represents and warrants to the other that it has the legal capacity and right to execute this Agreement; that the signatory has the authority to bind the applicable organization; and when executed and delivered, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable in accordance with its terms.

8.2 Customer Warranty. The Customer warrants the Customer Content will not infringe on any copyright, patent, trade secret or other proprietary, privacy, or other right held by any third party, or violate any applicable law.

8.3 eScribe Warranty of Rights and Performance. eScribe warrants that: (a) it owns or otherwise has sufficient rights in the Software to license Customer to use the Service as stated in this Agreement, and (b) the Service will materially conform to and perform substantially in accordance with the Documentation.

8.4 Remedies for Breach of eScribe Warranty. In the event eScribe breaches Section 8.3 and is unable to substantially correct such deficiencies after good faith efforts and at a commercially reasonable cost within thirty (30) days of Your written notification of such non-conformance, Customer shall have the right, as Your sole remedy for

such breach, to terminate the Agreement and receive from eScribe the prepaid but unused portion of the Subscription Fee for the then- current Subscription Term (prorated based on the number of whole months left in the then-current Subscription Term).

8.5 Disclaimer. eScribe EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 2 G, (A) NEITHER PARTY TO THIS AGREEMENT, NOR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 8.

9. Limitation of Liability

In no event shall either Party be liable to the other Party or its personnel for any indirect, incidental, punitive, special, or consequential damages related to use of eScribe, or for any damages for loss of profits, business interruption, harm to any computer system, or any other commercial damages or losses, regardless of the theory of liability (contract, tort, or otherwise), even if the other Party has been advised of the possibility of such damages. Except as provided herein, eScribe's total cumulative liability for damages, expenses, costs, liability or losses to You or any User arising out of or in connection with use of eScribe or any other matter under this Agreement is capped in the amount equal to Subscription Fees prepaid by You for the annual Term in which the alleged damage or liability occurred.

10. Indemnity

10.1 By eScribe. eScribe will defend and indemnify the Customer and its users against any claim, suit, action or proceeding against it alleging (a) harm originating in willful misconduct of eScribe or (b) that the Software or use of the Services in the manner and for the purposes authorized in this Agreement infringes any third-party patent or copyright. Notwithstanding any limitation of Section 9, and only to the extent of eScribe's applicable insurance coverage, eScribe will defend and indemnify You and Your Users

against any claim, suit, action or proceeding against You or Your Users alleging harm originating in grossly negligent breach of this Agreement by eScribe.

In the event the Service or a component part thereof is held by a court of competent jurisdiction, or is believed by eScribe, to infringe or potentially infringe a third party's rights, eScribe shall, with prior notice to the Customer, (i) modify, at its expense, the Service to be non-infringing; provided that such modification does not adversely affect the Service as set out in this Agreement, or (ii) obtain for Customer the right to continue using the Service in its current state at no additional expense to the Customer, or (iii) if eScribe determines that neither of the foregoing options are reasonably available, eScribe may terminate this Agreement and refund any prepaid Fees to the Customer for which it has not received Services.

10.2 Procedure. If Customer is seeking indemnification, it must promptly notify eScribe in writing of the indemnifiable claim and provide the indemnifying Party with all non-monetary assistance, information and authority reasonably required for the defense and settlement of the indemnified claim. An indemnifying Party will select counsel for defense of the indemnified claim and direct and control the defense. Provided the indemnifying Party is diligently conducting such defense, the indemnifying Party shall not be liable for any attorney's fees of the indemnified Party. The indemnifying Party must obtain the indemnified Party's written consent to any settlement (said consent not to be unreasonably withheld, conditioned, or delayed), except that no such consent shall be required if the settlement or compromise requires no payment of damages by the indemnified Party and does not admit any liability or determination against the indemnified Party or materially restrict the indemnified Party.

11. Insurance

eScribe will at all times maintain sufficient insurance, appropriate for its industry and Service. At all times during the term of this Agreement, eScribe will maintain insurance coverage at least in line with the coverage and amounts specified in its current Certificate of Insurance.

12. Advertising

Customer agrees that eScribe may use and disclose Customer's name in its marketing material with prior written approval of the Customer, which will not be unreasonably withheld.

13. Trademarks

Any trademarks and service marks ("Trademarks") adopted by eScribe to identify the Services, Documentation and other products and services, belong to eScribe. Nothing herein grants, or shall be construed to grant, to Customer any rights to such Trademarks.

14. General Provisions

14.1 Relationship of Parties. In all matters relating to this Agreement Customer and eScribe are independent contractors, and nothing in this Agreement shall be deemed to place the parties in the relationship of employer-employee, principal-agent, partners, or joint ventures.

14.2 No Third-Party Beneficiaries. This Agreement is not intended to create any rights in any person or entity who is not a party to this agreement, and no such rights are created hereunder.

14.3 Entire Agreement. This Agreement, including all Appendices, is the entire Agreement between the parties and supersedes all prior negotiations, understandings and agreements between the parties concerning the subject matter hereof. No amendment or modification of this Agreement shall be made except by written agreement of both parties.

14.4 Ride Along: The terms of this Agreement may be extended for use by other parties, including: municipalities, school boards and government agencies upon execution of an addendum outlining the associated Services and Fees applicable. This term is not intended to circumvent any procurement rules and regulations of the additional party.

14.5 No Waiver. The failure of either party to exercise any right or the waiver by either party of any breach shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of the Agreement.

14.6 Partial Invalidity. Should any provision of this Agreement be held to be void, invalid, or inoperative, the remaining provisions of this Agreement

shall not be affected and shall continue in effect as though such provisions were deleted.

14.7 Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, act of government, or any other similar cause beyond the reasonable control of such party ("Force Majeure"), provided that such party gives the other party written notice thereof promptly and, in any event, within ten (10) days of discovery thereof and uses its reasonable efforts to cure the delay. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of non-performance exceeds ten (10) days from the receipt of notice of the Force Majeure event, the party whose performance has not been affected may, by giving written notice, immediately terminate this Agreement.

14.8 Assignment; Enurement. Neither Party may assign, delegate, or otherwise transfer this Agreement or any of it rights or obligations hereunder, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided however, that eScribe may assign this Agreement without Customer's consent to any Affiliate, provided that the assignee agrees in writing to be bound by all terms and conditions of this Agreement. Furthermore, either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.

14.9 Injunctive Relief. The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to either party's Confidential Information will not be adequate for the non-breaching party's protection, and accordingly the non-breaching party shall have the right to seek, in addition to other relief and remedies available to it, injunctive relief to enforce the provisions of this Agreement in any court of competent jurisdiction.

14.10 Governing Law. If Customer is a public entity (a state or any agency or authority thereof, or county, city or town, public educational institution or other entity that serves a public purpose,), this Agreement will be governed by and construed in accordance with the substantive law (not the law of conflicts) of the state in which Customer is located with venue being a court of competent jurisdiction within such state. If Customer is a private or commercial entity, this Agreement will be governed by the laws

of the State of Delaware without reference to the state's conflict law principles, with appropriate courts in Delaware serving as exclusive jurisdiction for all disputes under this Agreement.

14.11 Calendar Days. All references to a day or days in this Agreement mean a calendar day or calendar days.

14.12 Time of the Essence. Time is of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement will operate as a waiver of this provision.

14.13 Survival. All obligations of the parties which expressly or by their nature survive termination or expiration of this Agreement will continue in full force and effect subsequent to and notwithstanding such termination or expiration and until they are satisfied or by their nature expire.

14.14 Headings. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

14.15 Notice. Any notice required or permitted to be sent hereunder shall be in writing and shall be sent in a manner requiring a signed receipt, such as courier delivery, or if mailed, registered or certified mail, return receipt requested. Notice to both parties shall be to the address and contact set forth below and updated from time to time.

eScribe Software USA, Inc.
2001 L Street N.W., Suite 500
PMB 2194, Washington, DC 20036, USA
Attn: Legal
Copy to legal@eScribemeetings.com

Customer Contact Info for Notices:
City of National City
1243 National City Blvd
National City, CA 91950
Attention: Office of the City Clerk

The undersigned parties hereby enter into this Agreement,

eScribe Software USA, Inc.	City of National City
Signature	Signature
Date	Date
Authorizing Officer, Title	Authorizing Officer, Title

I have the authority to bind the organization.

Appendix A – Annual Subscription Fees

eScribe Annual Service and Support Fees (September 1 - August 30)				
Module	License Type	License Fee	Quantity	Cost
eScribe Digital Readiness Bundle	**Annual**	**$ 16,309.31**	**1**	**$ 16,309.31**
eScribe Meeting Manager	Included			
eScribe Participant Access	Included			
eScribe Internet Publishing	Included			
eScribe Report Manager	Included			
eScribe Board Manager	**Annual**	**$ 3,441.85**	**1**	**$ 3,441.85**
eScribe Meetings Pro Licenses	**Annual**	**$ 118.08**	**7**	**$ 826.55**
eScribe Multi-Language Agendas	**Annual**	**$ 2,000.00**	**1**	**$ 2,000.00**
eScribe Public Comments	**Annual**	**$ 2,943.22**	**1**	**$ 2,943.22**
eScribe Entra ID Integration	**Annual**	**$ 3,441.81**	**1**	**$ 3,441.81**
			Subtotal:	**$ 28,962.74**
eScribe Data Storage Fee (56.85GB @ $10/GB)	Annual	56.85	$ 9.50	$ 540.08
			Total - Annual Software and Support Fees	**$ 29,502.81**

Appendix B – Support Services

Subject to the terms and conditions of this Agreement, eScribe shall perform the Support Services as defined.

Definitions:

The definitions used in the Agreement are incorporated herein. In addition, the following terms shall have the following ascribed to them:

"Business Hours" means the hours during which eScribe's helpdesk is available to take live incoming calls, emails and be available to respond to the Customer's Support Contacts, namely 8:00 a.m. to 8:00 p.m., Monday through Friday eastern time (excluding statutory holidays).

"Extended Hours" means the hours during which eScribe's helpdesk is available to take urgent calls during 8:00 p.m. to 11:00 p.m. EST, Monday through Friday eastern time (excluding statutory holidays).

"Support Contacts" means the Customer designated individuals (to be identified in the attached Problem Reporting Schedule) and any replacements designated in writing to eScribe who will serve as technical liaison between eScribe and Customer and who are to have technical knowledge and experience with the Services used by the Customer.

"Updates" shall mean fixes, patches, modifications, improvements to functionality or revisions to the Services and Documentation.

All other capitalized terms shall have the meanings set out in the Agreement.

Support Services:

eScribe will provide the following services to Customer:

a. Technical assistance by telephone or electronic mail.
b. Receipt and monitoring of calls during Business Hours at eScribe' s support desk.
c. Direct access for Customer Support Contacts to eScribe' s team of support technicians.
d. Provision of any available problem solutions related to the Services
e. Make all reasonable commercial efforts to provide a response to reported problems in the manner described in the Problem Reporting Process below.
f. Make available any Updates to the Services and Documentation at no additional charge, subject to Customer's responsibility for any Implementation Services fees for any new Services.

Exclusions:

a. Customer's third-party hardware and software not part of this Agreement.

Problem Reporting Process:

Step 1: Contact eScribe using one of the following methods:

Toll free number 1-855-299-0023

Email: support@eScribemeetings.com

Portal: https://customerportal.eScribemeetings.com

Step 2: Provide the following information:

Provide Support Contact's name, location the Services are in Use, telephone number and E-mail address.

Step 3: Provide a description of the problem.

Provide as much detail, including system error messages and screen printouts, as possible. eScribe assign a Priority Level based on the response matrix below.

Priority Level	Initial Response	Status Updates
1- Complete Services or business critical functions unavailable or impaired	Within 2 hours	Every 4 hours
2- Specific Services functions unavailable or impaired	Within 4 hours	Every 8 hours
3- Services operational, isolated or individual user issues	Next Business Day	As required on each reported incident

eScribe shall assign a ticket number to reference the case in all future communications with Customer regarding the reported incident. Customer understands that failure to provide accurate and detailed call information as described above may increase the amount of time needed by eScribe to diagnose the problem and develop a possible solution.

Regardless of the priority assignment, Customer's problem must relate to the Services in order for Support Services to be applied hereunder. Where eScribe is required to perform Support Services outside of the scope of the Agreement, including but not limited to investigations, efforts and

resolutions pertaining to third party software, hardware, networks or facilities, eScribe shall charge Customer at its daily Implementation Services rate for the services rendered.

Using the Customer Community Portal, customers are able to check the status of their support tickets at any time.

The case will not be closed by eScribe until receipt of written confirmation from the Support Contact that the problem has been resolved. If written confirmation or feedback is not received within ten (10) business days, it will be assumed the problem has been resolved and the case will be closed.

General Support Terms:

a. The Support Contacts will be the only persons authorized to receive the Support Services hereunder and to instruct eScribe in respect of Support Services.

b. The delivery of Support Services hereunder does not extend to: i) Inadequate Customer computer configurations, installed third party software, internet connection issues or general internet congestion issues; ii) Services which have been altered, modified or improperly configured by the Customer, its customers, or any third party without eScribe's prior written consent; iii) failures related to an accident, disaster or other Force Majeure event; iv) any unauthorized use of the Services;

c. eScribe warrants that its Support Services personnel shall deliver services in a professional manner and in accordance with industry standards.

d. Response and resolution times provided in the Problem Reporting Process or otherwise whether orally or in writing, are intended as good faith estimates, guidelines or objectives only and are not to be taken as warranties or representations.

Appendix C – Implementation Services

Subject to the terms and conditions of this Agreement, eScribe shall perform the Implementation Services as listed below.

N/A

Appendix D – Legacy and Third Party Migrated Data Storage Fees

Upon the completion of the initial, or any subsequent Term or Third-Party Data Migration, (Appendix E) eScribe will measure the total Customer Content Storage in gigabytes (GB) to calculate any Legacy Data storage fees based on the following schedule:

GB	Price / GB / Year
0-50	$ 10.00
51-100	$ 9.50
101-150	$ 9.00
151-200	$ 8.50
201-300	$ 8.00
301+	$ 7.50

Appendix E – Third Party Data Migration – Project Scope

Subject to the terms and conditions of this Agreement, eScribe shall perform the Third-Party Data Migration Services listed below.

In Scope

- N/A

Out of Scope

- N/A

Assumptions

- N/A

Optional Sections

N/A

Additional Notes

- N/A

Migration Timelines

Data migrations are done as a phase 2 of your onboarding project. **Migration projects are not committed to the schedule until the project planning phase with your onboarding team.**

While we do our best to schedule as close as possible to go-live, typical lead times are approximately 6 months from date of scheduling. It is important to note that the incumbent system must remain available until after the migration is completed.

Note, an additional cost may apply if the migration needs to happen sooner than the initially scheduled timeline.

Additional Fees

At the completion of the migration, an additional legacy data storage fee will be charged based on the amount of migrated data in gigabytes (GB) as per the table in Appendix D.

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 2.60.260 AND AUTHORIZING THE MAYOR TO EXECUTE A SUBSCRIPTION AGREEMENT WITH ESCRIBE SOFTWARE USA, INC. FOR MEETING MANAGEMENT SOFTWARE AND RELATED SERVICES IN AN INITIAL ANNUAL AMOUNT OF $29,502.81

WHEREAS, the City Clerk's Office currently utilizes eScribe as the City's centralized platform for the preparation, review, approval, publication, and management of City Council agendas, staff reports, minutes, and related meeting materials; and

WHEREAS, eScribe supports the City's agenda process from departmental submission through final publication, including approval workflows, agenda compilation, public access to meeting materials, and maintenance of the City's legislative record; and

WHEREAS, since its initial implementation, the City has expanded its use of eScribe to include additional modules and functionality support public participation, accessibility, multilingual agendas, and the administration of the City's Boards, Commissions, and Committees; and

WHEREAS, the proposed annual subscription fee for eScribe software and related services is $29,502.81; and

WHEREAS, pursuant to National City Municipal Code Section 2.60.260, the City Council desires to waive the formal bid process and authorize the continued subscription to eScribe software and related services.

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 waives the formal bid process pursuant to National City Municipal Code Section 2.60.260 for the continued subscription to eScribe meeting management software and related services.

Section 2: The City Council hereby approves the Subscription Agreement with eScribe Software USA, Inc. for an initial one-year term in the amount of $29,502.81 with subsequent renewal terms in accordance with the terms and conditions of the Agreement and subject to the availability and appropriation of funds.

Section 3: The Mayor is hereby authorized to execute the Subscription Agreement with eScribe Software USA, Inc. on behalf of the City of National City.

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 6th day of October 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, October 6, 2026**
Approved by: **Douglas J. Schulze, City Manager**

SUBJECT:
Public Hearing (Second Reading): Ordinance for Adoption – Industrial Wastewater Pretreatment per Metropolitan Sewerage System Administrative Agreement No. 1.

RECOMMENDATION:
Hold the Public Hearing and Adopt the Ordinance Entitled, "An Ordinance of the City Council of the City of National City, California, Amending Chapter 14.06 – Sewer Connections, and Chapter 14.24 – Fats, Oils and Grease Discharge Control of Title 14 of the National City Municipal Code."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The City of National City provides wastewater service to more than 17,000 customers within the incorporated area of National City. The City owns and operates approximately 100 miles of sewer pipeline, 2,000 manholes, and 2 lift stations. With this municipal sewer system, the City collects and conveys wastewater flows originating from residential and commercial properties within the City, and connects to the City of San Diego Metropolitan Wastewater System (Metro) to ultimately arrive at San Diego's Point Loma Treatment Plant for treatment and disposal.

At the February 3, 2026 National City Council Meeting, the City Council approved the Second Amended and Restated Regional Wastewater Disposal Agreement (SARA) and Administrative Agreement No. 1, per Resolution No. 2026-14. All but one of the other participating agency had approved the SARA as last presented, and ultimately required modifications for complete acceptance. The revised SARA was reviewed and approved by the City Council of the City of National City on August 4, 2026 per Resolution No. 2026-100.

Administrative Agreement No. 1 (Exhibit B) addresses the pretreatment program that is currently managed by the City of San Diego. The pretreatment program involves the inspection and permitting of businesses with facilities that fall within a range of commercial and industrial classifications and which have a wastewater discharge that meets certain characteristics. These businesses are commonly referred to as "Industrial Users" in this context. The inspection and permitting has historically been conducted by City of San Diego, which subsequently bills the City of National City, who then must bill the property owners. The two primary changes to the current process which are proposed under the Administrative Agreement No. 1 are:

- The billing will now be administered by the City of San Diego. Previously National City was billed by San Diego and obligated to recover the costs from the business owners. Now, San Diego will directly bill the Industrial Users.

- Legal language was clarified related to the responsibility of City of San Diego and each Participating Agency related to pretreatment.

These ordinance updates are needed to make National City's Municipal Code compliant with Administrative Agreement No. 1. Specifically, Sections 14.06.010, 14.06.180 14.06.190, 14.06.195, 14.06.196 and 14.24.020 would be revised as proposed in the ordinance attached as Exhibit A. The updated language achieves the following:

- Retains relevant sewer connection, construction, maintenance and inspection requirements under local authority;
- Removes outdated or duplicative industrial discharge standards;
- Delegates industrial pretreatment authority to the City of San Diego as required by the Administrative Agreement No. 1;
- Automatically adopts San Diego's EPA approved local limits, prohibited discharge standards, and enforcement protocols.

This approach avoids regulatory conflict, reduces administrative burden on the City, and ensures National City remains no less stringent than the federally approved requirements.

The ordinance was introduced at the previous City Council meeting of September 15, 2026, where a public hearing was held for the first reading of the proposed ordinance.

FINANCIAL STATEMENT:
No fiscal impact to the Sewer or General Fund. Industrial pretreatment program costs are recovered directly from regulated Industrial Users by the City of San Diego pursuant to regional agreements. This methodology actually ensures that costs are fully recovered every year by the City of San Diego rather than San Diego billing National City, who then has historically billed the property owners.

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

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

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

ORDINANCE:
Second Reading and Adoption

EXHIBITS:
Exhibit A - Ordinance
Exhibit B - Administrative Agreement No. 1 from the SARA

ORDINANCE NO. 2026 -

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING CHAPTER 14.06 – SEWER CONNECTIONS, AND CHAPTER 14.24 – FATS, OILS AND GREASE DISCHARGE CONTROL OF TITLE 14 OF THE NATIONAL CITY MUNICIPAL CODE.

WHEREAS, the City of National City ("City") is a Participating Agency in the Metropolitan Sewerage System ("Metro System") and conveys wastewater to facilities owned and operated by the City of San Diego; and

WHEREAS, the Federal Water Pollution Control Act, also known as the Clean Water Act, and the National Pretreatment Program (40 C.F.R. Part 403) require that industrial discharges to publicly owned treatment works be regulated through an approved pretreatment program; and

WHEREAS, the City is a signatory to Administrative Agreement #1 as part of the Second Amended and Restated Regional Wastewater Disposal Agreement ("SARA") for the Metro System, pursuant to which the City of San Diego serves as the federally recognized control authority for industrial wastewater pretreatment within the Metro System service area; and

WHEREAS, Chapter 14.06 of the National City Municipal Code governs sewer connections, construction requirements, inspections, and limited discharge controls, and includes provisions related to industrial and chemical wastes that must be aligned with current federal and regional pretreatment regulations; and

WHEREAS, Chapter 14.24 of the National City Municipal Code establishes a locally administered fats, oils and grease ("FOG") discharge control program, including regulation of food service establishments, grease control devices, and sewer lateral responsibilities; and

WHEREAS, state and regional regulatory practice requires a clear distinction between industrial wastewater pretreatment (regulated by the control authority) and FOG source control (regulated locally) to avoid conflicts, duplicative enforcement, or regulatory gaps; and

WHEREAS, the proposed amendments to Chapter 14.06 and Chapter 14.24 of the National City Municipal Code amend Title 14 in a targeted manner that:

- retains local authority over sewer connections, construction, and maintenance;
- delegates industrial pretreatment authority as required;
- incorporates San Diego's Industrial Wastewater Control Program by reference; and
- preserves Chapter 14.24 as the City's primary FOG enforcement mechanism.

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

Section 1: That the City Council hereby amends Chapter 14.06 of the National City Municipal Code, entitled "Sewer Connections," by amending Section 14.06.010 to add subsection F, to read as follows:

14.06.010 Definitions.

…

F. For purposes of industrial wastewater regulation, the terms "Industrial User," "Significant Industrial User," "Pretreatment," "Interference," "Pass Through," "Local Limits," "Slug Discharge," and other pretreatment related terms shall have the same meanings as set forth in 40 C.F.R. Part 403 and Chapter 6, Article 4 of the San Diego Municipal Code, as amended from time to time.

Section 2: That the City Council hereby amends Chapter 14.06 of the National City Municipal Code, entitled "Sewer Connections," by amending Section 14.06.180 to read as follows:

14.06.180 Prohibited discharges designated.

Prohibited discharges to the public sewer system shall be those identified in San Diego Municipal Code section 64.0510, as amended, which is hereby adopted by reference and enforced by the City of San Diego as the control authority pursuant to Section 14.06.195 of this chapter.

This section shall not apply to fats, oils and grease discharges from food service establishments, as defined by and which are regulated under National City Municipal Code Chapter 14.24.

Section 3: That the City Council hereby amends Chapter 14.06 of the National City Municipal Code, entitled "Sewer Connections," by amending subsection A of Section 14.06.190, to read as follows:

14.06.190 Industrial wastes – Discharge restrictions – Permit required when.

A. Chemical or industrial liquid wastes shall not be discharged into the public sewer system without a valid Industrial User Permit or Discharge Authorization issued by the City of San Diego pursuant to 40 C.F.R. Part 403 and Chapter 6, Article 4 of the San Diego Municipal Code.

All applicable pretreatment standards, local limits, monitoring, reporting, and enforcement requirements shall be those administered by the City of San Diego as control authority.

Subsections B and C of Section 14.06.190 remain unchanged and continue to be administered pursuant to Chapter 14.24 of the National City Municipal Code.

Section 4: That the City Council hereby amends Chapter 14.06 of the National City Municipal Code, entitled “Sewer Connections,” by adding Section 14.06.195, to read as follows:

14.06.195 Delegation of Industrial Pretreatment Authority.

Pursuant to Government Code sections 6502 and 6513 and Administrative Agreement #1 between City of San Diego and Participating Agencies in the Metropolitan Sewerage System for Unified Management of Industrial Waste Discharge Pretreatment and Enhanced Source Control Program, as may be amended from time to time, to the Second Amended and Restated Regional Wastewater Disposal Agreement between City of San Diego and the Participating Agencies in the Metropolitan Sewerage System, the City of National City hereby delegates to the City of San Diego full authority to administer, permit, inspect, monitor, enforce, and recover costs for the Industrial Wastewater Pretreatment and Source Control Program within the City of National City.

This delegation does not apply to food service establishments or fats, oils and grease dischargers, which remain subject to regulation and enforcement by the City of National City under National City Municipal Code Chapter 14.24.

Section 5: That the City Council hereby amends Chapter 14.06 of the National City Municipal Code, entitled “Sewer Connections,” by adding Section 14.06.196, to read as follows:

14.06.196 Local Limits.

Local limits established by the City of San Diego as control authority are hereby adopted and enforceable within the City of National City, including future amendments approved by the United States Environmental Protection Agency or the San Diego Regional Water Quality Control Board.

Section 6: That the City Council hereby amends Chapter 14.24 of the National City Municipal Code, entitled “Fats, Oils and Grease Discharge Control,” by amending Section 14.24.020 to read as follows:

14.24.020 Purpose and intent.

The purpose of this chapter is to govern fats, oils and grease (“FOG”) discharges from food service establishments for the protection and maximum beneficial public use of the city's sewer system and is independent of the Industrial Wastewater Pretreatment Program administered by the City of San Diego pursuant to National City Municipal Code Chapter 14.06.

Section 7: This Ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15308 (Actions by Regulatory Agencies for the Protection of the Environment).

Section 8: This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the City Council voting for and

against the same in the Star News, a newspaper of general circulation published in the County of San Diego, California.

Section 9: That the City Clerk shall certify to the adoption of this Ordinance and shall publish in accordance with the law.

INTRODUCED at a regular meeting of the City Council of the City of National City, California, held on the 15th day of September, 2026.

PASSED and ADOPTED this 6th day of October, 2026.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Heidi Skinner, City Attorney

ADMINISTRATIVE AGREEMENT #1

AGREEMENT BETWEEN CITY OF SAN DIEGO AND PARTICIPATING AGENCIES IN THE METROPOLITAN SEWERAGE SYSTEM FOR UNIFIED MANAGEMENT OF INDUSTRIAL WASTE DISCHARGE PRETREATMENT AND ENHANCED SOURCE CONTROL PROGRAMS

This Administrative Agreement #1 ("**Administrative Agreement**"), Agreement Between City of San Diego and Participating Agencies in the Metropolitan Sewerage System for Unified Management of Industrial Waste Discharge Pretreatment and Enhanced Source Control Programs is entered by and among the CITY OF SAN DIEGO, a municipal corporation ("**City**"), on the one hand; and the CITY OF CHULA VISTA, a municipal corporation; the CITY OF CORONADO, a municipal corporation; the CITY OF DEL MAR, a municipal corporation; the CITY OF EL CAJON, a municipal corporation; the CITY OF IMPERIAL BEACH, a municipal corporation; the CITY OF LA MESA, a municipal corporation; the LEMON GROVE SANITATION DISTRICT, a political subdivision of the State of California; the CITY OF NATIONAL CITY, a municipal corporation; the CITY OF POWAY, a municipal corporation; the OTAY WATER DISTRICT, a political subdivision of the State of California; the PADRE DAM MUNICIPAL WATER DISTRICT, a political subdivision of the State of California; and the SAN DIEGO COUNTY SANITATION DISTRICT, a political subdivision of the State of California (individually a "**Participating Agency**" or collectively, the "**Participating Agencies**"), on the other hand, and shall be effective 30 days after execution by all Parties (the "**Effective Date**"). City and each Participating Agency may be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, City operates the Metro System, a regional wastewater system that collects, treats and disposes of wastewater generated from within City's boundaries and from within the service areas of the Participating Agencies, in accordance with NPDES Permit No. CA107409 and California Waste Discharge Requirements; and

WHEREAS**,** City desires to carry out a uniform industrial waste disposal, pretreatment and enhanced source control program ("**Industrial Pretreatment and Source Control Program**," as defined below) on behalf of itself and the Participating Agencies in the Metropolitan Sewerage System ("**Metro System**") throughout the Metro System service area; and to help ensure that City can meet the requirements of its NPDES permits, including implementation of both indirect potable reuse under Phase 1 of Pure Water San Diego and a potential future direct potable reuse ("**DPR**") program; and

WHEREAS City and Participating Agencies determined that the centralized operation of an Industrial Pretreatment and Source Control Program provides certain **General Benefits** (as defined below) to all users of the Metro System. Absent an Industrial Pretreatment and Source Control Program providing these General Benefits, the increased costs would be incurred as general treatment and disposal costs of the Metro System. Additionally, any Participating Agency with Industrial Users in their jurisdiction would also incur the costs of operating their own program; and

WHEREAS, pursuant to Government Code Sections 6502 and 6513, the Participating Agencies may delegate to City full authority to carry out a common Industrial Pretreatment and Source Control Program, on behalf of City and the Participating Agencies, which meets the requirements of federal and state law, including City's required permits, and is consistent with the Industrial Pretreatment and Source Control Program ordinances enacted by City and each Participating Agency, as amended from time to time; and

WHEREAS, pursuant to such delegation, City may issue industrial user permits or discharge authorizations to Industrial Users, levy and collect industrial waste Discharge, Pretreatment, and permitting fees, fines and penalties, and recover other costs of monitoring and enforcement from industrial and other users discharging to the Metro System on behalf of the Participating Agencies; and

WHEREAS, City and the Participating Agencies must ensure that all Industrial Users within the Metro System are regulated under an effective Industrial Pretreatment and Source Control Program that conforms to all applicable laws, rules and regulations; and

WHEREAS, previously, City and the Participating Agencies individually entered into individual "Interjurisdictional Pretreatment Agreements" under which the Participating Agencies agreed to adopt and diligently enforce an ordinance which conforms to the minimum legal requirements contained in the Federal Pretreatment Regulations and other provisions of Federal and California law, including carrying out an industrial Pretreatment program and complying with all NPDES and waste discharge requirements issued to each Participating Agency; and

WHEREAS, currently, the costs related to the industrial Discharges inspection, monitoring, and enforcement program within City's boundaries, including related administrative and laboratory costs, are excluded from the amounts charged by City as Metro System Costs to City and the Participating Agencies pursuant to section 5.2.1.2.3 of the Amended and Restated Regional Wastewater Disposal Agreement ("**ARA**" as defined further herein), and

WHEREAS, City and the Participating Agencies agreed, pursuant to section 2.9.1.3 of the ARA, to negotiate in good faith to allow certain costs relating to the Industrial Pretreatment and Source Control Program to be charged as Metro System Costs to City and Participating Agencies in recognition of the General Benefits that the program provides to the Metro System; and

WHEREAS, based on the above, the Participating Agencies agree to delegate City, as the agent of each PA, and City agrees to accept, the authority and responsibility for diligently inspecting, monitoring and enforcing City's Industrial Pretreatment and Source Control Program ordinances on behalf of the Participating Agencies within their respective boundaries through administrative or legal proceedings, with Participating Agencies working in coordination with City as necessary in enforcement efforts. The City shall not be responsible for, and does not accept authority or responsibility to inspect, monitor or enforce any source control program requirements for any Participating Agency's NPDES permits, and

WHEREAS, City and Participating Agencies intend for all costs relating to the Industrial Pretreatment and Source Control Program be recovered, to the maximum extent permissible by law, through fees, costs, charges, and fines billed directly to Industrial Users subject to the

Industrial Pretreatment and Source Control Program, and for such fees, costs, charges, and fines to be reviewed and updated periodically to ensure maximum cost recovery. These costs include, but are not limited to, costs of permitting, inspection, compliance monitoring, setting of Local Limits, source control, and enforcement.

NOW, THEREFORE IT IS AGREED:

1. **RECITALS INCORPORATED**. The foregoing recitals are true and correct and are hereby incorporated into this Administrative Agreement by reference.

2. **DEFINITIONS**. Terms in this Administrative Agreement shall have the same meaning as set forth in the Code of Federal Regulations [C.F.R.] at 40 C.F.R. 401.11 and 403.3. The meaning of various other terms as used in this Administrative Agreement shall be as follows:

(a) "**Act**" means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251 et seq.

(b) "**ARA**" means Amended and Restated Regional Wastewater Disposal Agreement executed by and between the City and the Participating Agencies.

(c) "**Categorical Pretreatment Standard**," "**Categorical Standard**," "**National Pretreatment Standard**," "**Pretreatment Standard**," or "**Standard**" means any regulation containing pollutant discharge limits promulgated by the EPA in accordance with section 307(b) and (c) of the Act, which applies to Industrial Users. This term includes prohibitive discharge limits established pursuant to 40 C.F.R. 403.5.

(d) "**C.F.R.**" means the Code of Federal Regulations.

(e) "**Discharge**" or "**Indirect Discharge**" means the introduction of pollutants into the POTW from any nondomestic source regulated under section 307(b), (c), or (d) of the Act.

(f) "**EPA**" means the United States Environmental Protection Agency.

(g) "**FOG**" means Fats, Oils and Greases. Any substance such as a vegetable or animal product that is used in, or is a byproduct of, the cooking or food preparation process, and that turns or may turn viscous or solidifies with a change in temperature or other conditions.

(h) "**Food Establishment**" means food facilities defined in California Retail Food Code (commencing with Health and Safety Code section 113700), and any commercial entity within the boundaries of City and the Participating Agencies, operating in a permanently constructed structure such as a room, building, or place, or portion thereof, maintained, used, or operated for the purpose of storing, preparing, serving, or manufacturing, packaging, or otherwise handling food for sale to other entities, or for consumption by the public, its members or employees, and which has any process or device that uses or produces FOG, or grease vapors, steam, fumes, smoke or odors that are required to be removed by a Type I or Type II hood, as defined in the California Retail Food Code. A limited food preparation establishment is not considered a Food Service Establishment when engaged only in reheating, hot holding or assembly of ready to eat food products and as a result, there is no wastewater Discharge containing a significant amount of FOG. A limited food preparation establishment does not include any operation that changes the form, flavor, or consistency of food.

(i) "**General Benefits**" mean and refer to the benefits provided to all users of the Metro System as the result of the Industrial Pretreatment and Source Control Program, including, but not limited to: a decrease in damage to and extended life of collection systems, pump stations and treatment systems by limiting Discharge of corrosive chemicals; consistency and efficiencies in enforcement, such as the provision of a database for potential violations of permit requirements and a reduction in time to identify sources of actual or potential violations; a decreased risk of permit violations that could result in fines and increased permitting costs to customers; the centralized conduction and management of strength and other sampling for agency billings, or as required for investigation of sewer system issues; increased regional awareness of impacts of Discharges of hazardous materials to the Metro Sewer System; a safer sewer system for wastewater employees; a reduction in illegal Discharges to the Metro System (because City will monitor and accept trucked waste and septage from septic tanks from customers throughout the county); and avoidance or reduction of Discharges to system that could result in plant upsets, bypass, spills, or other disruption of the system, including avoiding penalties or fines resulting from the same.

(j) "**General Benefits Costs**" mean and refer to the costs associated with providing General Benefits to the Metro System, which are calculated as set forth herein. General Benefits Costs shall be charged to the City and the Participating Agencies based on their proportionate share of Flow and Strength, as defined in the SARA.

(k) "**Industrial Pretreatment and Source Control Program**" means an industrial waste Discharge, Pretreatment, and source control program that is sufficient to meet the requirements of federal and state law and the City's NPDES Permit requirements relating to the Discharge to public sewers upstream of the Metro System. Such program may include, but not be limited to, permitting, inspection, compliance monitoring, Local Limits , source control mechanisms, laboratory work, enforcement, program administration and overhead, and claims relating to the program. The City's program is known as the Industrial Wastewater Control Program or IWCP.

(l) "**Industrial Wastewater**" means wastewater from any producing, manufacturing, processing, institutional, commercial, service, agricultural, or other similar operation even if such wastewater is combined with domestic wastewater, and includes groundwater and surface run-on at project sites with active construction dewatering or groundwater remediation as defined in Chapter 6, Article 4, Division 2 of the San Diego Municipal Code. If the definition of Industrial Wastewater provided in Chapter 6, Article 4, Division 2 of the San Diego Municipal Code is modified during the term of this Agreement in a way that conflicts with this definition, the meaning in the San Diego Municipal Code shall supersede this definition, without the necessity of an amendment to this Agreement.

(m) "**Industrial User**" means a source of Indirect Discharge.

(n) **"Industrial Users' Costs"** means that portion of the Total Program Costs remaining to be allocated among Industrial Users in accordance with applicable law, after deducting the Trucked Waste Costs and the amount of the General Benefits Costs from the Total Program Costs.

(o) "**Interference**" means a Discharge which, alone or in conjunction with a discharge or discharges from other sources, both: (1) inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; and (2) therefore is a cause of a violation of any requirement of the POTW's National Pollutant Discharge Elimination System [NPDES]

permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act [SWDA] (including title II, more commonly referred to as the Resource Conservation and Recovery Act [RCRA], and including State regulations contained in any State sludge management plan prepared pursuant to subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.

(p) **"Laboratory Services Costs"** mean that portion of the laboratory services costs incurred by the City related to IWCP, determined by the number of IWCP samples processed compared to the number of total samples processed by the laboratory. For example, if the laboratory services processed 100 total samples in a year, and 40 of those samples were IWCP samples, then 40% of the City's total Laboratory Services Costs would be part of the Total Program Costs as defined below.

(q) "**Local Limit**" means a numerical limit on a pollutant established by the City to implement the general and specific prohibitions currently set forth in San Diego Municipal Code section 64.0512, as may be amended, renumbered, or retitled from time to time. Such limits shall be technically based and shall require EPA and/or Regional Water Quality Control Board approval prior to implementation.

(r) "**Metro System**" means and consist of those facilities of the Metropolitan Sewerage System which are listed, shown and/or described in Exhibit A attached to the SARA, as may be amended from time to time.

(s) "**Publicly Owned Treatment Works**" or "**POTW"** means treatment works as defined by section 212 of the Act, which is owned by a State or municipality (as defined by section 502(4) of the Act). This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and other conveyances only if they convey wastewater to a POTW Treatment Plant. The term also means the municipality as defined in section 502(4) of the Act, which has jurisdiction over the Indirect Discharges to and the discharges from such a treatment works.

(t) "**POTW Treatment Plant**" means that portion of the POTW which is designed to provide treatment (including recycling and reclamation) of municipal sewage and industrial waste.

(u) "**Pretreatment**" means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. The reduction or alteration may be obtained by physical, chemical or biological processes, process changes or by other means, except as prohibited by 40 C.F.R. 403.6 (d). Appropriate pretreatment technology includes control equipment, such as equalization tanks or facilities, for protection against surges or slug loadings that might interfere with or otherwise be incompatible with the POTW. However, where wastewater from a regulated process is mixed in an equalization facility with unregulated wastewater or with wastewater from another regulated process, the effluent from the equalization facility must meet an adjusted pretreatment limit calculated in accordance with 40 C.F.R. 403.6(e).

(v) "**Pretreatment Requirement**" means any substantive or procedural requirement related to Pretreatment, other than a National Pretreatment Standard, imposed on an Industrial User.

(w) "**SARA**" means the Second Amended and Restated Regional Wastewater Disposal Agreement made and entered into by and between the CITY OF SAN DIEGO, a municipal corporation, on the one hand; and the CITY OF CHULA VISTA, a municipal corporation; the CITY OF CORONADO, a municipal corporation; the CITY OF DEL MAR, a municipal corporation; the CITY OF EL CAJON, a municipal corporation; the CITY OF IMPERIAL BEACH, a municipal corporation; the CITY OF LA MESA, a municipal corporation; the LEMON GROVE SANITATION DISTRICT, a political subdivision of the State of California; the CITY OF NATIONAL CITY, a municipal corporation; the CITY OF POWAY, a municipal corporation; the OTAY WATER DISTRICT, a political subdivision of the State of California; the PADRE DAM MUNICIPAL WATER DISTRICT, a political subdivision of the State of California; and the SAN DIEGO COUNTY SANITATION DISTRICT, a political subdivision of the State of California (collectively, the "Participating Agencies"), on the other hand.

(x) "**Total Program Costs**" means all of the costs incurred by the City's Public Utilities Department to staff, operate, and maintain the City's Industrial Wastewater Control Program (or successor program if renamed in the future). Permissible program costs include but are not limited to personnel, permit issuance, monitoring and related programmatic and administrative costs including costs associated with reasonable overhead, regulatory compliance, and laboratory services.

(y) "**Trucked Waste Costs**" mean the costs associated with administering the City's Industrial Wastewater Control Program and treating the wastewater disposed of into the wastewater system through delivery by a transport truck, which costs are charged directly to the trucking discharger.

3. **ORDINANCE ADOPTION**. No later than 60 days after the Effective Date of this Administrative Agreement, each Party to this Administrative Agreement shall begin the process of amending its Pretreatment ordinances or resolutions, as applicable, including providing public notices as may be required by law, as necessary to implement this Administrative Agreement. Each Participating Agency shall adopt an ordinance delegating authority to City to implement, operate and enforce an Industrial Pretreatment and Source Control Program against Industrial Users in the Metro System, in a form substantially similar to the model ordinance attached to this Administrative Agreement as **Attachment A**. Each Participating Agency must provide a copy of its adopted ordinance to City. Each Party's revised ordinances or resolutions (as applicable) governing Pretreatment shall be adopted and effective by no later than the effective date of the SARA as set forth in Section 14.1 of the SARA.

4. **NOTICE AND AMENDMENTS**. On or shortly after the Effective Date of this Administrative Agreement, City shall notify the Participating Agencies of any amendments to City's ordinances or Municipal Code relating to Pretreatment, in order to develop and maintain, insofar as possible, a uniform set of wastewater disposal regulations at least as stringent as those adopted by City throughout the Metro System, including the established Local Limits and source control measures for protection of the Pure Water program. Throughout the life of this

Administrative Agreement, City shall continue to notify the Participating Agencies of any amendments to City's ordinances or Municipal Code relating to the Industrial Pretreatment and Source Control Program which may require the Participating Agencies to take action to ensure their ordinances, rules or regulations relating to Pretreatment conform or adhere to City's rules and requirements. When necessary, each Participating Agency shall adopt and routinely maintain Industrial Pretreatment and Source Control Program ordinances or resolutions which conform or adhere to the rules adopted by City. City shall not require that the Participating Agencies adopt any ordinances or amendments that are more stringent than ordinances or amendments that have been adopted by City.

5. **IDENTIFICATION OF INDUSTRIAL USERS.** Participating Agencies shall be responsible for notifying all known Industrial Users in their jurisdiction which are subject to regulation under the Act about the change from Participating Agency to City Pretreatment oversight, and the change from Participating Agency to City direct billing and enforcement, by no later than the first July 1 after the Effective Date of this Administrative Agreement. The cost of this notice will be borne by the individual Participating Agency providing the notice. Each Participating Agency shall create and maintain a reporting procedure mutually acceptable to the City and Participating Agency that includes a monthly report identifying potential new Industrial Users, including the name of the business, business address, type of business, and contact information. The reporting procedure shall also include a requirement that the Participating Agency promptly inform the City of a potential new Industrial User after the Participating Agency becomes aware of the new potential Industrial User. Each Participating Agency shall provide notice and a blank copy of the City's Industrial Wastewater Control Program Industrial User Permit application to each identified potential new Industrial User. The notice may indicate that the Pretreatment program fees or charges billed and collected by City are in addition to any business license fees, permits or general wastewater service charges adopted and imposed by the Participating Agency. The notice shall be in a form approved from time to time by City. Thereafter, it shall be the responsibility of the City and the potential new Industrial User to coordinate regarding potential permitting and compliance, subject to the provisions in Section 2.8.6 of the SARA which govern permitting and permit compliance. New residential users, and dischargers of FOG, including Food Establishments, to the Participating Agencies' collection system need not be reported to City, absent unusual circumstances. City and each Participating Agency shall meet and confer prior to making changes to administrative procedures unique to a Participating Agency relating to the identification of a potential new Industrial User.

6. **INVENTORY**. City shall create and maintain an inventory, that will be available to the Participating Agencies upon request, of all Industrial Users within the Metro System as soon as reasonably practicable after the Effective Date of this Administrative Agreement. If the City includes this inventory in an annual report, no additional inventory is required to be created. Upon request from a Participating Agency, the City will provide the location or locations, and the point of contact for each Industrial User. City shall update this inventory as often as reasonably practicable, but by no later than March 1 of each year. If a Participating Agency is aware of an Industrial User within its jurisdiction which is not noted on the City's inventory, the Participating

Agency shall promptly notify the City of the name of the business, business address, type of business and contact information so that the City may investigate as appropriate.

7. **EVALUATION, PERMITTING AND MONITORING.** It shall be City's right and obligation to perform all evaluation, permitting, and monitoring required under the Act or any National Pretreatment Standards as required by City's NPDES permit, for all Industrial Users discharging to the Metro System. City shall review and amend its Pretreatment Requirements as necessary, but no less than every five (5) years, to ensure full compliance with Federal and State Laws. The City shall follow the requirements set forth in Section 2.8.6 of the SARA with respect to permitting and permit compliance. The City shall not be responsible for evaluation, permitting, or monitoring requirements contained in a Participating Agency's NPDES Permit.

8. **DILIGENT ENFORCEMENT**. City shall be responsible for identifying any Interference or other unlawful Discharges by Industrial Users in the Metro System, other than Discharges by Food Establishments and other FOG dischargers, and shall be responsible for initiating and administering enforcement actions related to the violation of any applicable laws, rules, or regulations associated with Discharge. The Participating Agencies hereby delegate authority to City to diligently enforce the provisions of Article 4, of Chapter 6, commencing with § 64.0100, et seq. of City's Municipal Code, as may be updated or amended, against Industrial Users throughout the Metro System and in each Participating Agency's service areas, and City hereby accepts these enforcement rights, liabilities and obligations; provided, however, that each Participating Agency shall undertake within their boundaries, primary enforcement of Food Establishment and FOG Discharges to protect the collection system within its jurisdiction and City shall have no responsibility therefor.

(a) City may, in its authority as provided herein, commence informal or formal enforcement procedures against a delinquent Industrial User according to the procedures set forth in the City's then current Enforcement Response Plan. If City issues formal enforcement to an Industrial User in a Participating Agency's jurisdiction, City shall carbon-copy that Participating Agency on the letter or transmission delivering the Compliance Order to the Industrial User in order to ensure the Participating Agency receives notice that formal enforcement procedures have commenced in its jurisdiction.

(b) City may revoke an Industrial User permit as provided in City's Enforcement Response Plan. Before a Permit Revocation Notice is delivered to an Industrial User in a Participating Agency's jurisdiction, City shall contact that Participating Agency to discuss and, if necessary, coordinate termination of the Industrial User's services. City and the Participating Agency shall work together in identifying a termination of services date before City delivers a Permit Revocation Notice to the Industrial User.

9. **ENFORCEMENT AND COOPERATION BY PARTICIPATING AGENCIES**. Nothing herein shall be construed as prohibiting any Participating Agency from enforcing its own Pretreatment ordinance within its jurisdiction, nor shall this agreement require the City to accept a delegation of authority to enforce a Pretreatment ordinance adopted by a

Participating Agency that is more stringent or contains different requirements than the City's. Notwithstanding the delegation of authority to City, each Participating Agency retains authority to implement and enforce its own ordinance and to contract with other agencies for such purposes, including without limitation through a joint powers agreement. However, such enforcement shall be in cooperation and coordination with the City and shall not interfere with City's enforcement. Participating Agencies shall be solely responsible for enforcement of Discharges of FOG and Food Establishments within their service areas. In the event a Participating Agency adopts an ordinance more stringent than City's, the Participating Agency may enforce the ordinance itself, or negotiate and enter into a separate agreement with City under which City will enforce the Participating Agency's ordinance; provided, however, that any added costs of such enforcement will be borne by the Participating Agencies adopting the ordinance and shall not be borne by City or the other Participating Agencies. If the authority of City to act as agent of a Participating Agency is challenged by any person in a manner which may restrict or prevent City from performing the permitting, inspection, monitoring or enforcing of applicable provisions of law, the Participating Agency will cooperate in good faith with City and take such actions as are reasonably necessary to ensure effective implementation and enforcement of the Participating Agency's ordinance and this Administrative Agreement.

10. **COSTS FOR INDUSTRIAL WASTE CONTROL PROGRAM**. City shall, not less often than every 5 years, adopt resolutions establishing fees, costs, charges and fines sufficient to recover the full cost of carrying out the Industrial Pretreatment and Source Control Program. City shall directly bill Industrial Users to recover the costs and charges of the Industrial Pretreatment and Source Control Program, with additional billings sent directly to Industrial Users as needed for any enforcement costs (including related monitoring) incurred by City.

(a) Method for Allocating Industrial Pretreatment and Source Control Program Costs. To establish the costs that are recovered from Industrial Users, the City will take the following steps during each annual budget process:

1. Determine the budgeted Total Program Costs for the upcoming Fiscal Year. The budgeted Trucked Waste Costs and budgeted General Benefits Costs shall be determined periodically, but no less often than every five (5) years, consistent with the cost-of-service study required by Section 10(d) below.

2. Deduct the budgeted Trucked Waste Costs and the amount of the budgeted General Benefits Costs from the budgeted Total Program Costs for the upcoming Fiscal Year.

   In other words: (Total Program Costs) – (Trucked Waste Costs) – (General Benefits Costs) = (Industrial Users' Costs)

3. Allocate the remaining costs to Industrial Users as Industrial Users' Costs through permit fees and annual charges ("**Permit Fees**").

(b) If, at the end of a Fiscal Year, the actual Total Program Costs are determined to have exceeded the total amounts collected from Industrial Users' Costs, Trucked Waste Costs, and General Benefit Costs, the remaining costs for that fiscal year shall be allocated to the City and the Participating Agencies with Industrial Users within their jurisdiction, in proportion to the total Permit Fees charged to Industrial Users in each Party's jurisdiction compared to the total amount of Permit Fees charged for all Industrial Users for the applicable fiscal year. For example, if the Permit Fees charged for Industrial Users in the City of San Diego is $2,000,000, and the Permit Fees charged to all Industrial Users in that same fiscal year was $4,000,000 then fifty-percent (50%) of the remaining costs for that fiscal year ($2,000,000/$4,000,0000) will be allocated to the City of San Diego. The remaining Participating Agencies shall pay their respective proportionate shares according to the same methodology (Permit Fees charged for Industrial Users in the Participating Agencies Jurisdiction divided by the total Permit Fees charged for the fiscal year). See the table attached hereto as **Attachment B** for a more complete example.

(c) City shall seek, to the maximum extent permitted by law, to ensure that Industrial Users' Costs shall be paid for entirely by the Industrial Users regulated under the ordinances of City and Participating Agencies, through permit fees, fines, administrative penalties, inspection fees and other cost recovery mechanisms provided for under the ordinances of City and Participating Agencies, as applicable. However, this section is not intended to prevent the City from approving Industrial User fees based on a cost of service study that phases in fee increases to mitigate significant fee spikes, which may not be fully cost recoverable for a specific fiscal year as further discussed in subsection 10(h) below.

(d) Periodically, but no less often than every five (5) years, City shall cause to be performed a cost-of-service study or other appropriate study to ensure that permit fees, fines, administrative penalties, inspection fees and other cost recovery mechanisms, including General Benefit costs, are sufficient to fully fund the Industrial Pretreatment and Source Control Program. The City will work with Metro JPA staff as part of this process in advance of any presentation to the Metro Commission or the San Diego City Council. The costs of this study shall be allocated based on the results of the study as either programmatic or administrative costs.

(e) The City will bring a yearly update to the Metro Commission, after the release of the City's Annual Comprehensive Financial Report (ACFR), that provides an update on the program and will include recorded revenues and expenses for the completed year.

(f) City will provide notice of fee structure changes in accordance with the requirements of City's Municipal Code as well as applicable state rules.

(g) City will make a good faith effort to conduct outreach to Industrial Users regarding potential changes to the program fees.

(h) If the City proposes a fee structure for Industrial User fees based on a cost of service study that is not fully cost recoverable for a fiscal year (or years) that are part of the study in order to phase-in or mitigate significant fee increases for Industrial Users, the City will provide a presentation to the Metro Commission on the proposed fees and how it would impact the

calculation in Sections 10(a) and 10(b) above. If the Metro Commission takes a vote regarding the proposed fee structure, City staff will provide that information to the City Council for the City Council's consideration at the time the proposed fees are before the City Council for adoption, however, the City Council may choose to adopt the fee or not, in accordance with its legislative authority. If the fees adopted based on a cost of service study are set at an amount intended to recover the full cost of carrying out the Industrial Pretreatment and Source Control Program over the study period (but not to exceed five (5) years), no Participating Agency shall have a claim against the City for a failure to adopt fully cost recoverable fees.

(i) City will in its sole discretion select and procure billing system software to use for this program.

11. **TERMINATION OF INDIVIDUAL PRETREATMENT AGREEMENTS**. Any and all previously approved "Interjurisdictional Pretreatment Agreements" between City and any Participating Agency shall be terminated on the Effective Date of the SARA.

12. **PERMIT OBLIGATIONS CONTINUE**. Nothing herein shall be construed to relieve any Industrial User to the Metro System of the responsibility to obtain a permit for, and to comply with rules and regulations applicable to Industrial Users to the Metro System.

13. **LIABILITIES**. If a third-party liability, penalty or fine arises relating to City's operation of this Industrial Pretreatment and Source Control Program, then all costs arising from the liability, penalty or fine shall be directly passed through to the Industrial User(s) found to be responsible for the liability, penalty or fine. If the Industrial User(s) responsible for the liability, penalty or fine cannot be ascertained or identified, or if the Industrial User(s) initiates bankruptcy proceedings or is declared bankrupt, then the liability, penalty or fine shall be absorbed as part of the Total Program Costs, and shall be allocated among the City and the Participating Agencies in accordance with the methodology described in Section 10(b). The Participating Agencies shall not be responsible for any liability, penalty or fine, or portion thereof, that arises from City's gross negligence or willful misconduct.

14. **DELEGATION OF AMENDMENT OR TERMINATION AUTHORITY TO METRO COMMISSION**. The Participating Agencies hereby delegate to the Metro Commission the authority to approve, by a vote of no less than two-thirds of the members of the Metro Commission at a duly noticed public meeting (in other words, upon the affirmative vote of no less than eight of the twelve members of the Metro Commission, irrespective of how many Metro Commissioners are present at the meeting), any amendments or supplements to this Administrative Agreement, including, if necessary, termination of this Administrative Agreement.

15. **MISCELLANEOUS PROVISIONS**.

(a) A Participating Agency's local limits may be more stringent than the City's Local Limits, but may not be less stringent.

(b) City is performing services under this Administrative Agreement as an independent contractor and is not an employee of any of the Participating Agencies. No employee or agent of City shall be considered an employee of any of the Participating Agencies. City shall be and remain responsible for all payroll, compensation, employee benefits, and employment administration of any of its employees who perform services under this Administrative Agreement.

(c) Books, documents, papers, accounting records, and other evidence pertaining to costs and revenues related to this Administrative Agreement shall be maintained by City and made available Participating Agencies to the same extent as under the SARA.

(d) If any term of this Administrative Agreement shall be held invalid in any judicial action, the remaining terms shall be unaffected.

(e) Other agreements by and between the Parties to this Administrative Agreement or any other entity are neither prohibited nor modified in any manner by execution of this Administrative Agreement, except as expressly provided herein.

(f) Except as otherwise provided in this Administrative Agreement, the rights and obligations of any Party to this Administrative Agreement shall not be assignable or transferable without the consent of the governing body of each Party hereto; provided, however, that this provision shall not affect City's ability to contract with a third party to provide services related to this Administrative Agreement.

(g) This Administrative Agreement is made in the State of California, under the Constitution and laws of such State, and shall be construed and enforced in accordance with the laws of such State.

(h) This Administrative Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.

(i) The Parties are hereby authorized to take any and all legal or equitable actions, including but not limited to an injunction and specific performance, necessary or permitted by law to enforce this Administrative Agreement.

(j) Except as otherwise may be provided in this Administrative Agreement, neither this Administrative Agreement nor any provision hereof may be modified or amended except by a written instrument approved pursuant to Section 15 of the SARA. In the event of any conflict between the SARA and this Administrative Agreement, the terms of the SARA shall control.

(k) This Administrative Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

(l) All the covenants contained in this Administrative Agreement are for the express benefit of each and all such Parties. This Administrative Agreement is not intended to benefit any third parties, and any third-party beneficiaries are expressly disclaimed.

(m) Notices required or permitted hereunder shall be provided in the manner set forth in the SARA.

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

(o) The term of this Administrative Agreement shall run concurrently with and remain in effect in accordance with the provisions of Section 15 of the SARA.

IN WITNESS WHEREOF, the Parties have executed this Administrative Agreement effective as of the date first set forth above.

CITY OF CHULA VISTA

_____
Name: _____
Title: _____

Approved as to Form:

_____
Name: _____
Title: _____

CITY OF CORONADO

_____
Name: _____
Title: _____

Approved as to Form:

_____
Name: _____
Title: _____

CITY OF DEL MAR

_____
Name: _____
Title: _____

Approved as to Form:

_____
Name: _____
Title: _____

CITY OF EL CAJON

_____
Name: _____
Title: _____

Approved as to Form:

_____
Name: _____
Title: _____

CITY OF IMPERIAL BEACH

_____
Name: _____
Title: _____

Approved as to Form:

_____
Name: _____
Title: _____

CITY OF LA MESA

_____
Name: _____
Title: _____

Approved as to Form:

_____
Name: _____
Title: _____

LEMON GROVE SANITATION DISTRICT

Approved as to Form:

_____ _____

Name: _____ Name: _____

Title: _____ Title: _____

CITY OF NATIONAL CITY

Approved as to Form:

_____ _____

Name: _____ Name: _____

Title: _____ Title: _____

OTAY WATER DISTRICT

Approved as to Form:

_____ _____

Name: _____ Name: _____

Title: _____ Title: _____

PADRE DAM MUNICIPAL WATER DISTRICT

Approved as to Form:

_____ _____

Name: _____ Name: _____

Title: _____ Title: _____

CITY OF POWAY

Approved as to Form:

_____ _____

Name: _____ Name: _____

Title: _____ Title: _____

CITY OF SAN DIEGO

Approved as to Form:

_____ _____

Name: _____ Name: _____

Title: _____ Title: _____

SAN DIEGO COUNTY SANITATION DISTRICT

Approved as to Form:

_____ _____

Name: _____ Name: _____

Title: _____ Title: _____

ATTACHMENT A

Ordinance of the [Member Agency] Amending Ordinance [xxx]

Delegating Authority to City of San Diego to Enforce Regulations for the Discharge of Wastewater to Sewerage Facilities, Pretreatment and Source Control Program

WHEREAS, [Participating Agency] has adopted Ordinance/Resolution [number], establishing a local sewer use ordinance, including a pretreatment and source control program to control discharges from all industrial and other users of its wastewater collection and treatment system pursuant to the requirements of 40 CFR Part 403 and California law; and

WHEREAS, [Participating Agency] has contracted with City of San Diego to manage, treat and dispose of wastewater discharged within [Participating Agency]'s boundaries and conveyed to the Metropolitan Sewerage System, a regional wastewater system owned by City of San Diego and in which [Participating Agency] owns contract capacity; and

WHEREAS, Government Code sections 6502 and 6513, and [Water Code section, etc.] provide authority for [Participating Agency] to contract with City of San Diego for such purposes and to delegate to City of San Diego primary responsibility for implementation and enforcement of Ordinance [number], as may be amended from time to time; and

WHEREAS, [Participating Agency] desires City of San Diego to assume primary responsibility for implementation and enforcement of [Participating Agency] 's regulations for the control of discharges to the Metropolitan Sewerage System from all industrial and other users of its wastewater collection and treatment system pursuant to the requirements of 40 CFR Part 403 and California law, other than food establishments and dischargers of fats, oils and grease for which [Participating Agency] retains primary responsibility, and the City of San Diego shall not be responsible for, and does not accept authority or responsibility to inspect, monitor or enforce any source control program requirements for any Participating Agency's NPDES permits.

NOW, THEREFORE BE IT ORDAINED:

1. Notwithstanding any provision of Ordinance [number] to the contrary, the [City council/Board of Directors], hereby delegates to City of San Diego authority to implement and enforce the terms and conditions of the Industrial Waste Discharge Pretreatment and Enhanced Source Control Program in [Participating Agency']s jurisdiction as the agent of [Participating Agency], to be effective upon the date of execution of the **ADMINISTRATIVE AGREEMENT BETWEEN CITY OF SAN DIEGO AND PARTICIPATING AGENCIES IN THE METROPOLITAN SEWERAGE SYSTEM FOR UNIFIED MANAGEMENT OF INDUSTRIAL WASTE DISCHARGE PRETREATMENT AND ENHANCED SOURCE CONTROL PROGRAM** dated [insert], as may be amended from time to time, to the SECOND AMENDED AND RESTATED REGIONAL WASTEWATER DISPOSAL AGREEMENT BETWEEN CITY OF SAN DIEGO AND THE PARTICIPATING AGENCIES IN THE METROPOLITAN SEWERAGE SYSTEM.

2. A copy of this amendment shall be forwarded to City of San Diego by the clerk/secretary forthwith upon its adoption.

Approved and adopted by the following vote this ___ day of ____, 2025:

Ayes:

Noes:

Absent

Abstain:

[add signature lines for chair of governing body and secretary/clerk]

AGENDA REPORT

Department: **Community Development**
Prepared by: **Martin Reeder, AICP – Director of Community Development**
Meeting Date: **Tuesday, October 6, 2026**
Approved by: **Douglas J. Schulze, City Manager**

SUBJECT:
Public Hearing – Amendment of Chapter 10.70 (Police Regulated Businesses) and 10.79 (Massage Establishments) of the National City Municipal Code Related to Massage Establishments.

RECOMMENDATION:
Hold the Public Hearing and Adopt the Ordinance Entitled, "An Ordinance of the City Council of the City of National City, California, Amending Sections 10.70.080 (Suspensions And Revocation), 10.70.100 (Inspection of Premises), 10.79.060 (Minimum Facilities Required), and 10.79.120 (Inspection by Officials) of the National City Municipal Code Related to Massage Establishments."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
The City Council introduced this Ordinance by First Reading at a public hearing held on September 15, 2026.

EXPLANATION:
Section X of Title 10 (Public Peace, Morals, and Safety) of the Municipal Code relates to Police Regulated Businesses, such as live entertainment, adult entertainment, and massage establishments. Chapters 10.70 and 10.79 reference the Department of Environmental Health and Quality (County Health Department) in relation to regulations and inspections administered by the County of San Diego.

Prior to 2026, DEHQ was involved in the licensing and inspection of massage establishments, in conjunction with the requirements in the Municipal Code. However, the California Massage Therapy Council (CAMTC) now certifies massage therapists that meet the requirements established in state law for practicing massage therapy. Massage facilities no longer require an environmental inspection from DEHQ. DEHQ is requesting that San Diego County municipalities transition the current massage regulatory program from DEHQ to each local jurisdiction to permit and regulate.

To complete this transition, Municipal Code language needs to be updated to remove the mention of DEHQ or the Health Officer/Official and should also reflect that all practicing massage therapists have the CAMTC certification in order to practice within a specific jurisdiction (already a part of the Municipal Code). The specific sections of the Municipal Code that require changing are 10.70.080 (Suspensions and Revocation), 10.70.100 (Inspection of Premises), 10.79.060 (Minimum Facilities Required), and 10.79.120 (Inspection by Officials).

The result of the requested amendment will be that state-certified massage establishments will deal only with the City and will not require any permissions or inspections from DEHQ. This will

remove steps for the applicants and streamline their application process. No changes will be required of any existing City process.

The proposed changes to NCMC 10.70 and 10.79 are attached for reference.

FINANCIAL STATEMENT:
There is no budget impact as a result of this action.

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

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

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

ORDINANCE:
Second Reading

EXHIBITS:
Exhibit A – Proposed language changes
Exhibit B – Ordinance

10.70.080 - Suspension and revocation.

A. The chief of police or designee may suspend or revoke any permit issued under the provisions of this chapter if he or she finds that:

1. The operation conducted by the permittee violates or has violated any applicable laws, including but not limited to the city's building, zoning ~~and health~~ regulations and Chapters 10.70 through 10.79, as applicable;

10.70.100 - Inspection of premises.

A. Issuance of a police permit is conditional upon the premises regulated under Chapters 10.71 through 10.79 being available for reasonable inspection by the police department, the fire department, ~~the health officer,~~ or city code compliance officials following approval of the application and during the operating hours of the regulated business or activity. Refusal to allow reasonable inspection during operating hours upon demand of an authorized official is grounds for the suspension or revocation of an issued permit, or the denial of an application for a permit. No application shall be granted if the premises do not meet applicable requirements of law or ordinance.

B. If necessary or appropriate, the official may obtain an inspection warrant after inspection has been denied. Inspection pursuant to an issued inspection warrant does not mitigate or exonerate the suspension or revocation of the permit.

C. The ~~county health officer~~ City is authorized to charge inspection fees established within ~~the applicable fee schedule of the county of San Diego or~~ the National City fee schedule.

10.79.060 - Minimum facilities required.

No permit to conduct a massage establishment shall be granted unless an inspection by the chief of police or designee ~~and the county health officer~~ and the fire and building officials demonstrates that the proposed establishment does or will comply with each of the following minimum requirements:

A. A recognizable and legible sign is posted at the main entrance identifying the premises as a massage establishment;

B. Minimum lighting of at least forty watts is provided in accordance with the building code of the city;

C. Minimum ventilation is provided in accordance with the building code of the city;

D. Equipment approved ~~by the health department~~ for disinfecting and sterilizing instruments used in performing acts of massage is provided;

E. Hot and cold running water is provided at all times;

F. Closed cabinets are provided, which cabinets shall be utilized for the storage of clean linen;

G. Adequate dressing, locker, and toilet facilities are provided for patrons. A minimum of one dressing room containing a separate locker for each person to be served, which locker shall be capable of being locked, and a minimum of one toilet and one wash basin shall be provided by every massage establishment;

H. All walls, ceilings, floors, pools, showers, bathtubs, steam rooms, and all other physical facilities for the establishment must be in good repair and maintained in a clean and sanitary condition. Wooden surfaces must be painted with a washable, mold resistant paint. Wet and dry heat rooms, steam or vapor rooms, or steam or vapor cabinets, shower compartments and toilet rooms must be thoroughly cleaned and disinfected each day the business is in operation ~~with a disinfectant approved by the health department~~. Bathtubs must be thoroughly cleaned and disinfected after each use ~~with a disinfectant approved by the health department~~; and

I. A minimum of one separate wash basin is provided in each massage establishment for the use of employees of any such establishment, which basin shall provide soap or detergent and hot and cold running water at all times, and is located within or as close as practicable to the area devoted to the performing of massage services. In addition, there must be provided at each washbasin sanitary towels placed in permanently installed dispensers.

10.79.120 - Inspection by officials.

The city~~, county,~~ or any investigating official shall have the right to enter the premises of the massage establishment from time to time during regular business hours to conduct reasonable inspections to enforce compliance with this chapter, Chapter 10.70, and with building, fire, electrical, plumbing, and/or state ~~and local health and safety~~ regulations.

No person shall refuse to permit or interfere with a lawful inspection of the massage establishment by city or county investigating officials.

ORDINANCE NO. 2026 –

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING SECTIONS 10.70.080 (SUSPENSIONS AND REVOCATION), 10.70.100 (INSPECTION OF PREMISES), 10.79.060 (MINIMUM FACILITIES REQUIRED), AND 10.79.120 (INSPECTION BY OFFICIALS) OF THE NATIONAL CITY MUNICIPAL CODE RELATED TO MASSAGE ESTABLISMENTS.

WHEREAS, the City of National City (the "City"), pursuant to the police powers delegated to it by the California Constitution, has the authority to enact or amend laws which promote the public health, safety, and general welfare of its residents; and

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code; and

WHEREAS, the San Diego County Department of Environmental Health and Quality ("DEHQ") is requesting that San Diego County municipalities transition the current massage regulatory program from DEHQ to each local jurisdiction to permit and regulate since DEHQ is no longer involved in the licensing and inspection of massage establishments; and

WHEREAS, in order to complete this transition, municipal code language needs to be updated to remove the mention of DEHQ or the Health Officer/Official; and

WHEREAS, pursuant to a published 10-day notice of the adoption of said Ordinance, a public hearing was held by the City Council on September 15, 2026, and at said public hearing, all persons interested were given the opportunity to appear and be heard before the City Council.

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

Section 1. All protests, if any, against said amendment to the Municipal Code and each of them be and hereby are denied and overruled.

Section 2. Sections 10.70.080, 10.70.100, 10.79.060, and 10.79.120 are hereby amended to read as follows:

10.70.080 - Suspension and revocation.

A. The chief of police or designee may suspend or revoke any permit issued under the provisions of this chapter if he or she finds that:

1. The operation conducted by the permittee violates or has violated any applicable laws, including but not limited to the city's building, zoning regulations, and Chapters 10.70 through 10.79, as applicable;

10.70.100 - Inspection of premises.

A. Issuance of a police permit is conditional upon the premises regulated under Chapters 10.71 through 10.79 being available for reasonable inspection by the police department, the fire department, or city code compliance officials following approval of the application and during the operating hours of the regulated business or activity. Refusal to allow reasonable inspection during operating hours upon demand of an authorized official is grounds for the suspension or revocation of an issued permit, or the denial of an application for a permit. No application shall be granted if the premises do not meet applicable requirements of law or ordinance.

B. If necessary or appropriate, the official may obtain an inspection warrant after inspection has been denied. Inspection pursuant to an issued inspection warrant does not mitigate or exonerate the suspension or revocation of the permit.

C. The City is authorized to charge inspection fees established within the applicable fee schedule of the National City fee schedule.

10.79.060 - Minimum facilities required.

No permit to conduct a massage establishment shall be granted unless an inspection by the chief of police or designee and the fire and building officials demonstrate that the proposed establishment does or will comply with each of the following minimum requirements:

A. A recognizable and legible sign is posted at the main entrance identifying the premises as a massage establishment;

B. Minimum lighting of at least forty watts is provided in accordance with the building code of the city;

C. Minimum ventilation is provided in accordance with the building code of the city;

D. Equipment approved for disinfecting and sterilizing instruments used in performing acts of massage is provided;

E. Hot and cold running water is provided at all times;

F. Closed cabinets are provided, which cabinets shall be utilized for the storage of clean linen;

G. Adequate dressing, locker, and toilet facilities are provided for patrons. A minimum of one dressing room containing a separate locker for each person to be served, which locker shall be capable of being locked, and a minimum of one toilet and one wash basin shall be provided by every massage establishment;

H. All walls, ceilings, floors, pools, showers, bathtubs, steam rooms, and all other physical facilities for the establishment must be in good repair and maintained in a clean and sanitary condition. Wooden surfaces must be painted with a washable, mold resistant paint. Wet and dry heat rooms, steam or vapor rooms, or steam or vapor cabinets, shower compartments and toilet rooms must be thoroughly cleaned and disinfected each day the business is in operation with disinfectant. Bathtubs must be thoroughly cleaned and disinfected after each use; and

I. A minimum of one separate wash basin is provided in each massage establishment for the use of employees of any such establishment, which basin shall provide soap or

detergent and hot and cold running water at all times, and is located within or as close as practicable to the area devoted to the performing of massage services. In addition, there must be provided at each washbasin sanitary towels placed in permanently installed dispensers.

10.79.120 - Inspection by officials.

The city or any investigating official shall have the right to enter the premises of the massage establishment from time to time during regular business hours to conduct reasonable inspections to enforce compliance with this chapter, Chapter 10.70, and with building, fire, electrical, plumbing, and/or state regulations.

No person shall refuse to permit or interfere with a lawful inspection of the massage establishment by city or county investigating officials.

Section 3. This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the City Council voting for and against the same in the Star News, a newspaper of general circulation published in the County of San Diego, California.

Section 4. That the City Clerk shall certify to the adoption of this Ordinance and shall publish in accordance with the law.

INTRODUCED at Regular Meeting of the City Council of the City of National City, held on September 15, 2026.

PASSED and ADOPTED this 6th day of October, 2026.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Heidi Skinner, City Attorney

CITY COUNCIL AGENDA ITEM REQUEST FORM

The City Council Agenda Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council Meeting Agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to a future City Council Meeting Agenda for action.

Requestor(s): **Marcus Bush**

Date Submitted: **9-29-2026**

Co-Sponsor (Mayor or Councilmember): **Vice Mayor Luz Molina**

Section 1. Proposal Title

Suspension/Elimination of Council Budgets

Section 2. Justification Statement

- What is the need/problem to be addressed? **We currently face a $13 million budget deficit and need to make spending cuts to balance the budget.**
- Who is proposed to do the work? (City staff/department, consultant, etc.) **Human Resources, Legal Department, City Council**
- Why is the timing appropriate now? **Current budget deficit**

Section 3. Impact Statement

- Estimated staff time (by department, if applicable) **10 hours of HR review, 4 hours of legal review, 4 hours of City Manager review**
- Expected costs or budget implications (consultant fees, legal review, etc.) **Estimated $200-300k in savings for FY27**
- Related/ongoing projects that may be affected: **N/A**

Section 4. Urgency

- Urgent – If urgent, check all that apply and explain:
  - Potential financial loss – **We are in midst of deficit**
  - Legal implications – **Addressing personnel issues, department transfers for staff**
  - Public safety risks – **N/A**

Section 5. Strategic Alignment

- Explain how this proposal aligns with the City's Strategic Plan or Council priorities: **Addressing the budget deficit is a priority for the Mayor and majority of council and all departments need to make tough decisions – including our own Council department**