



AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF
THE CITY OF NATIONAL CITY
ONLINE ONLY MEETING

<https://www.nationalcityca.gov/webcast>

LIVE WEBCAST
COUNCIL CHAMBERS
CIVIC CENTER

1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA

TUESDAY, DECEMBER 1, 2020 – 6:00 PM

ALEJANDRA SOTELO-SOLIS
Mayor

MONA RIOS
Vice Mayor

JERRY CANO
Councilmember

RON MORRISON
Councilmember

GONZALO QUINTERO
Councilmember

NOTICE: The health and well-being of National City residents, visitors, and employees during the COVID-19 outbreak remains our top priority. The City of National City is coordinating with the County of San Diego Health Human Services Agency, and other agencies to take measures to monitor and reduce the spread of the novel coronavirus (COVID-19). **The World Health Organization has declared the outbreak a global pandemic and local and state emergencies have been declared providing reprieve from certain public meeting laws such as the Brown Act.**

As a result, the City Council Meeting will occur only online to ensure the safety of City residents, employees and the communities we serve. A live webcast of the meeting may be viewed on the city's website at www.nationalcityca.gov. For Public Comments see "PUBLIC COMMENTS" section below

ORDER OF BUSINESS: Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Meetings begin in Open Session at 5:00 p.m. or such other time as noted, and after announcing closed session items, convenes into a Closed Meeting. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

REPORTS: All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review on the City's website at www.nationalcityca.gov. Regular Meetings of the Elected Body are webcast and archived on the City's website at www.nationalcityca.gov.

PUBLIC COMMENTS: The City Council will receive public comments via e-mail at clerk@nationalcityca.gov regarding any matters within the jurisdiction of the City Council. **Written comments or testimony from the public (limited to three minutes) must be submitted via e-mail by 4:00 p.m. on the day of the City Council Meeting. All comments received from the public will be made a part of the record of the meeting.**

1243 National City Blvd.
National City, CA 91950
619-336-4240

Meeting agendas and
minutes available on the
City's website at
WWW.NATIONALCITYCA.GOV

The time limit established for public testimony is three minutes per speaker. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or unrelated.

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

AVISO: La salud y el bienestar de los residentes, visitantes y empleados de National City durante el brote de COVID-19 sigue siendo nuestra máxima prioridad. El Ayuntamiento de la Ciudad de National City se está coordinando con la Agencia de Salud y Servicios Humanos del Condado de San Diego y otras agencias para tomar medidas con el fin de monitorear y reducir la propagación del nuevo coronavirus (COVID-19). La Organización Mundial de la Salud declaró el brote como una pandemia global y se han manifestado emergencias locales y estatales que resultan en la suspensión de ciertas leyes de reuniones públicas, tal como la Ley Brown.

Como resultado de ello, la junta del Concejo Municipal del Ayuntamiento se llevará a cabo solamente en línea para garantizar la seguridad de los residentes, empleados y comunidades locales que atendemos. Se podrá ver una transmisión en vivo de la junta en el sitio web del Ayuntamiento en www.nationalcityca.gov. Para comentarios públicos, vea la sección “COMENTARIOS PÚBLICOS” más adelante.

ORDEN DEL DÍA: Las sesiones públicas de todas las juntas ordinarias del Concejo Municipal/Comisión de Desarrollo Comunitario - Autoridad de Vivienda (en lo sucesivo denominado Órgano Electo) inician a las 6:00 p.m. el primer y tercer martes de cada mes. Las audiencias públicas inician a las 6:00 p.m., a menos que se indique lo contrario. Las juntas cerradas inician en sesión abierta a las 5:00 p.m. o en cualquier otro momento que se indique, y tras anunciar los temas de la sesión cerrada, la junta se realiza como sesión cerrada. Si se programa una reunión de discusión y análisis, el tema y la hora de la misma aparecerán en la agenda. La Alcaldesa y los Concejales se reúnen por igual que el Presidente y los integrantes del Consejo de la Comisión de Desarrollo Comunitario.

INFORMES: Todos los temas e informes de la agenda de la sesión abierta, así como todos los documentos y escritos entregados al Órgano Electo menos de 72 horas antes de la sesión, aparecerán en el sitio web del Ayuntamiento. Las juntas ordinarias del Órgano Electo se transmiten por Internet y se archivan en el sitio web del Ayuntamiento en www.nationalcityca.gov.

COMENTARIOS PÚBLICOS: El Concejo Municipal recibirá comentarios públicos por correo electrónico en clerk@nationalcityca.gov sobre cualquier asunto dentro de la jurisdicción del Concejo

Municipal. **Los comentarios escritos o el testimonio del público (limitado a tres minutos) deben enviarse por correo electrónico antes de las 4:00 p.m. en el día de la sesión del Concejo Municipal. Todos los comentarios recibidos del público formarán parte del acta de la sesión.**

AGENDA ESCRITA: Con contadas excepciones, el Órgano Electo puede tomar medidas únicamente sobre los temas que aparecen en la agenda escrita. Los temas que no aparezcan en la agenda deben aparecer en una agenda subsecuente, a menos que sean de emergencia o urgencia demostrada, y la necesidad de tomar medidas sobre esos temas haya surgido después de haber sido publicada la agenda.

CALENDARIO DE CONSENTIMIENTO: Los temas del calendario de consentimiento implican cuestiones de naturaleza rutinaria o no controvertida. Todos los temas de consentimiento se adoptan mediante la aprobación de una sola moción del Concejo Municipal. Antes de la aprobación, cualquier tema puede eliminarse de la parte de consentimiento de la agenda y considerarse aparte, a petición de un concejal, individuo del personal del Ayuntamiento o persona del público.

Previa solicitud, esta agenda puede estar disponible en formatos alternativos apropiados para personas con discapacidades, en observancia de la Ley de Estadounidenses con Discapacidades. Llame al teléfono (619) 336-4228 de la Oficina del Secretario del Ayuntamiento para solicitar una modificación o adaptación de acceso relativa a la discapacidad. Notificar 24 horas antes de la sesión permitirá al Ayuntamiento hacer arreglos razonables para garantizar la accesibilidad a esta junta.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS AND CERTIFICATES

1. [National City Celebrates Supervisor Greg Cox Retirement.](#)

AWARDS AND RECOGNITIONS

2. [Employee Service Recognition - Charles A. Nissley, Jr., Senior Civil Engineering Technician. Engineering/Public Works](#)

PRESENTATIONS (FIVE-MINUTE TIME LIMIT)

3. [Introduction of New Employee - Shelley Chapel, Deputy City Clerk. \(City Clerk\)](#)
4. [Introduction of New Employee - David Welch, Associate Planner. \(Community Development\)](#)

INTERVIEWS / APPOINTMENTS

5. [Interviews and Appointments: Port Commission. \(City Clerk\)](#)

REGIONAL BOARDS AND COMMITTEE REPORTS (FIVE-MINUTE TIME LIMIT)

CONSENT CALENDAR

6. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances or Resolutions that are having a Public Hearing considered at this meeting and providing that such Ordinances or Resolutions shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
7. [Approval of the Minutes of the Regular Meetings of the City Council and Community Development Commission - Housing Authority of the City of National City of June 6, 2020; June 16, 2020; August 4, 2020; August 18, 2020; September 1, 2020; September 15, 2020; October 6, 2020; October 20, 2020 and November 17, 2020 and the Special Meetings of April 28, 2020; June 2, 2020; June 16, 2020; August 4, 2020; August 18, 2020; September 1,](#)

2020; September 15, 2020; October 6, 2020; October 20, 2020 and November 17, 2020. (City Clerk)

8. Resolution of the City Council of the City of National City authorizing the acceptance of the Disarming Prohibited Persons (DPP) grant, under AB 340, in the amount of \$10,000 for FY 2020 through FY 2022, and authorizing the Chief of Police to execute the Agreement for the award of the grant funds and sign grant documents indemnifying the granting agency against any liability arising from grant related operations, and authorizing the establishment of the Police Department Grants Fund appropriations and a corresponding revenue budget, in the amount of the grant for reimbursement of overtime, fringe benefits and mileage for programmatic operations. (Police)
9. Resolution of the City Council of the City of National City authorizing the Agreement between the City of National City and Alarm Program Systems, LLC to provide services to administer and manage the City's alarm ordinance and alarm management program. The contract agreement would be for a duration of three years, 2021-2023, with the option of three one-year extensions. (Police)
10. Resolution of the City Council of the City of National City approving a Subordination Agreement with APV Ventures, LLC, a California limited liability company, and Western Alliance Bank, an Arizona corporation, subordinating the Deed of Trust securing the performance of an Affordable Housing Density Bonus Agreement approved by City Council on August 6, 2019 that restricts the affordability of one housing unit at 1821 East 9th Street in National City. (Housing Authority)
11. Resolution of the City Council of the City of National City 1) waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the Mayor to execute an Agreement with Boise Mobile Equipment Inc. for a 2019 or newer Dodge 5500 Type VI Patrol Pumper; 2) waiving the formal bid process pursuant to National City Municipal Code Section 2.60.220(B) regarding sole source purchasing of Motorola radios for the new squad vehicle for the National City Fire Department; and 3) approving the establishment of appropriations and transfers and a corresponding revenue budget in the amount of \$259,751.98 in the General Fund and Vehicle Replacement Fund for the purchase of a Type VI squad and radio system with funds from the Lower Sweetwater Equipment Replacement Fund. (Fire)
12. Resolution of the City Council of the City of National City approving the Rancho Arroyo Villas Subdivision Map and Maintenance Agreement, accepting on behalf of the public certain easements, approving the vacation of future unused easements, and authorizing the Mayor and City Clerk to sign the map. (Engineering/Public Works)

13. [Resolution of the City Council of the City of National City accepting on behalf of the public an easement for traffic signal maintenance and pedestrian access along the property frontage of 500 Mile of Cars Way, APN 562 340 43 00, authorizing the Mayor to sign the easement, and approving the recordation. \(Engineering/Public Works\)](#)
14. [National City 2020/21 Property Tax Summary. \(Finance\)](#)
15. [Warrant Register #14 for the period of 9/30/20 through 10/06/20 in the amount of \\$2,935,604.75. \(Finance\)](#)
16. [Warrant Register #15 for the period of 10/07/20 through 10/13/20 in the amount of \\$918,121.50. \(Finance\)](#)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

NON CONSENT RESOLUTIONS

17. [Resolution of the City Council of the City of National City supporting Sweetwater Authority, other water service providers, and water industry associations, to advocate for assistance, grants, and programs for customers who are experiencing an inability to pay and are unable to afford water during the Covid-19 pandemic. \(Engineering/Public Works\)](#)
18. [Resolution of the City Council of City of National City ratifying Fiscal Year 2020 budget adjustments. \(Finance\)](#)

NEW BUSINESS

19. [Approval of Fiscal Year 2022 Budget Workshop dates. \(Finance\)](#)

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

CONSENT RESOLUTIONS - HOUSING AUTHORITY

PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

NEW BUSINESS - HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

20. [City Manager Report. \(City Manager\)](#)

MAYOR AND CITY COUNCIL

CLOSED SESSION

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - December 15, 2020 - 6:00 p.m. - Council Chambers - National City, California.

City Council and Community Development Commission - Housing Authority of the City of National City Meeting Schedule for the Period January 1, 2021 through January 19, 2021:

January 05 - Dispense with Meeting - 6:00 p.m.

The following page(s) contain the backup material for Agenda Item: [National City Celebrates Supervisor Greg Cox Retirement.](#)

Please scroll down to view the backup material.

Item # ____
12/01/20

National City Celebrates Supervisor Greg Cox Retirement

The following page(s) contain the backup material for Agenda Item: [Employee Service Recognition - Charles A. Nissley, Jr., Senior Civil Engineering Technician.](#)
[Engineering/Public Works](#)


Please scroll down to view the backup material.



City of National City
MEMORANDUM

DATE: November 10, 2020

TO: Esther Clemente, Executive Assistant IV (City Manager's Office)
Nancy Valdivia-Ochoa, Confidential Assistant (Mayor's Office)

FROM: Lilia Muñoz, Human Resources Analyst 

SUBJECT: **EMPLOYEE SERVICE RECOGNITION**

The following City employee will complete his 20 years of service with the City of National City on November 14, 2020:

NAME: Charles A. Nissley Jr.
POSITION: Senior Civil Engineering Technician
HIRED: November 14, 2000

As part of the Employee Recognition Program, the employee wishes to have the opportunity to receive a City Council Recognition at the Council Meeting of **Tuesday, December 1, 2020 at 6pm.**

If this is acceptable, please make the necessary arrangements. The anniversary letter, service pin, and gift card selection memo will be sent prior to the meeting.

Thank you.

cc: Roberto Yano, Director of PW/City Engineer
Charles Nissley, Senior Civil Engineering Technician

H:\Recognition Program

The following page(s) contain the backup material for Agenda Item: [Introduction of New Employee - Shelley Chapel, Deputy City Clerk. \(City Clerk\)](#)

Please scroll down to view the backup material.

Item # ____
12/01/20

Introduction of New Employee
Shelley Chapel, Deputy City Clerk

(City Clerk)

The following page(s) contain the backup material for Agenda Item: [Introduction of New Employee - David Welch, Associate Planner. \(Community Development\)](#)

Please scroll down to view the backup material.

Item # ____
12/01/20

Introduction of New Employee
David Welch, Associate Planner

(Community Development)

The following page(s) contain the backup material for Agenda Item: [Interviews and Appointments: Port Commission. \(City Clerk\)](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: December 1, 2020

AGENDA ITEM NO. |

ITEM TITLE:

Interviews and Appointments: Port Commission (City Clerk)

PREPARED BY: Michael R. Dalla

DEPARTMENT: City Clerk

PHONE: 619-336-4226

APPROVED BY:  _____

EXPLANATION:

See attached
|
|
|

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO. |

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Interview and appoint

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Explanation
Application
|

EXPLANATION

The term of Port District Representative Dukie Valderrame will expire in January 2021. Commissioner Valderrama has indicated he does not wish to be considered for reappointment.

As required by City Council policy #107, the position has been advertised and posted. Two applications have been received and are attached.

The applicants are: **Sandy Naranjo** and **Jacqueline Luna Reynoso**.

The Port District representative is a City Council appointment. As required by Council Policy #107, if there are more than one applicant, selection will be made by ballot.

Ballots have been prepared and will be distributed following the interviews.

APPLICATION FOR APPOINTMENT TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

NOV 16 2020

Office of the City Clerk City of National City

- Community & Police Relations Commission* (CPRC)
Library Board of Trustees
Parks, Recreation & Senior Citizens Advisory Board
Veterans & Military Families Advisory Committee*
X Port Commission

- Civil Service Commission
Planning Commission
Public Art Committee*
Traffic Safety Committee
Advisory Housing Committee*

Applicants must be residents of the City of National City except for those marked by an asterisk (*). All applicants must be U.S. Citizens.
Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.
Applicants for the Advisory Housing Committee must have subject matter expertise in housing-related issues.

Name: Sandy Naranjo E-Mail: naranjos19@gmail.com

Home Address: 1324 J Avenue, National City, California 91950 Tel No: (619) 780-1944
(Include City/Zip)

Business Affiliation: Mothers Out Front Title: California Organizing Manager

Business Address: 30 Bow Street, Cambridge, Massachusetts 02138 Tel. No.: (619) 780-1944

Length of Residence in National City: 7 years San Diego County: 26 years California: 33 years

Educational Background: Three (3) Bachelors of Arts degrees w/ honors, in Political Science, Political Economy, and Economics; along with a minor certificate in Women's Studies; from California State University San Bernardino.

Occupational Experience: Grassroots organizer, labor organizer, policy advocate, and researcher on land use, community development, redevelopment, revitalization, air pollution, and related environmental justice issues.

Professional or Technical Organization Memberships: Member of the National City Chamber of Commerce.

Civic or Community Experience, Membership, or Previous Public Service Appointments: Chair of the Sweetwater Authority Citizens Advisory Committee. Steering committee member of AB617 and Maritime Clean Air Strategy.

Experience or Special Knowledge Pertaining to Area of Interest: Conducted community planning and advocacy/analysis on National City Balanced Plan EIR w/ strong recommendations on issues relating to air quality, pedestrian accessibility, traffic analysis, CBAs.

Have you ever been convicted of a felony crime? No: X Yes: ___ misdemeanor crime? No: X Yes: ___
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information if "Yes" was marked for the above two questions.

Date: November 16, 2020 Signature: [Handwritten Signature]

Please feel free to provide additional information or letters of endorsement.

Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

Sandy Naranjo



Contact Information

Phone Number

(619) 780-1944

Address

1324 J Ave National City, CA 91950

E-mail

naranjos19@gmail.com



Education

CALIFORNIA STATE UNIVERSITY SAN BERNARDINO 2010

- Bachelor of Arts: Political Science, Honors
- Bachelor of Arts: Political Economy, Honors
- Bachelor of Arts: Economics, Honors
- Minor: Women's Studies



Experience

CALIFORNIA ORGANIZING MANAGER *for* MOTHERS OUT FRONT *from* MAR 12, 2019 - PRESENT

- Developing, training, and maintaining a state leadership team.
- Coordinate with the state leadership team, to build a statewide campaign engaging thousands of citizens for systemic and impactful policies to combat climate change.

NATIONAL CITY LAND USE POLICY ADVOCATE *for* ENVIRONMENTAL HEALTH COALITION *from* MAR 1, 2017 - MAR 1, 2019

- Research and policies regarding land use, community development, redevelopment, revitalization, air pollution, and related environmental justice issues affecting low-income communities of color.
- Served as a liaison with elected public officials, Port Commissioners and staff of Port of San Diego and the City of National City.
- Conducted community planning for the National City Balanced Plan to advocate for a strong EIR to include analysis on air quality, greenhouse gas emissions, transportation, Bayshore Bikeway/Pedestrian Access, Recreation/Amenities and Community Benefits Agreements.
- Lobbied California State officials on Green Zone priority bills.

ORGANIZER *for* UNITED FOOD & COMMERCIAL WORKERS LOCAL 135 *from* JAN 7, 2013 - DEC 9, 2016

- Organized workers in contract campaigns and new organizing efforts.
- Identified supporters and leaders in numerous new organizing and accountability campaigns in San Diego.
- Defended and organized members against decertification efforts.

ORGANIZER *for* SAN DIEGO & IMPERIAL COUNTIES LABOR COUNCIL *from* OCT 2011 - DEC 2012

- Established and maintained relationships with elected officials and community leaders.
- Developed a program to encourage member political involvement.
- Facilitated stakeholder conversations with assigned union-affiliates in San Diego and Imperial Counties to develop "A Better San Diego" plan.



Leadership and Community Relations

CHAIR *for* SWEETWATER AUTHORITY CITIZENS ADVISORY COMMITTEE *from* OCT 2019 - PRESENT

- Advising the Sweetwater Authority (Authority) from the perspective of the rate payer and citizen, on ways it can improve efficiency regarding operations, and executing the Authority's strategic plan.
- Elected Chair of the Citizens Advisory Committee (CAC); responsible for setting the agendas and facilitating public meetings.

COMMUNITY REPRESENTATIVE *for* AB617 PORTSIDE ENVIRONMENTAL JUSTICE NEIGHBORHOOD STEERING COMMITTEE *from* OCT 2018 - PRESENT

- Monitoring and advising San Diego County Air Pollution Control District on their air monitoring program.
- Advocating for more funding and resources to help mitigate air pollution.

COMMUNITY REPRESENTATIVE *for* AB617 PORT OF SAN DIEGO MARITIME CLEAN AIR STRATEGY *from* OCT 2020 - PRESENT

- Advising and guiding the Port of San Diego in developing a strong Maritime Clean Air Strategy, that will help the Port of San Diego meet its goals in reducing greenhouse gas emissions and air pollution.

ADVISORY COMMITTEE MEMBER *for* CALIFORNIA ENERGY COMMISSION ADVISORY COMMITTEE FOR THE CLEAN TRANSPORTATION PROGRAM INVESTMENT PLAN *from* MAR 2020 - PRESENT

- Monitoring and advising the California Energy Commission on developing an equitable Clean Transportation Program Investment Plan.
- Advocating for more funding and resources to help the electrification of medium and heavy-duty vehicles, and stronger workforce development program(s) targeting residents in Environmental Justice neighborhoods.

PRESIDENT *of* SAN DIEGO CESAR E. CHAVEZ COMMEMORATIVE COMMITTEE *from* OCT 2011 - MAR 2017

- Managed the Board of Directors to develop fundraising strategies, monitored the budget, convened and facilitated quarterly meetings with committee board members.
- Official representative of the organization including external and media relations



Notable Recognition

- Chairs Award, San Diego County Democratic Party 2019
- Voice of the Year, Voice of San Diego 2017
- Center on Policy Initiatives Boards and Commission Leadership Institute, Alumna 2017
- HOPE Latinas Award 2017
- Emerge California, Member 2016
- Assemblywoman Lorena Gonzalez-Fletcher Women of the Year Award 2016
- 2014 Winner of San Diego Business Journal Emerging Generation 25 in their 20s

CITY OF NATIONAL CITY
APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

RECEIVED

NOV 16 2020

- | | |
|---|--|
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC) | <input type="checkbox"/> Civil Service Commission <small>Written by the City Clerk
City of National City</small> |
| <input type="checkbox"/> Library Board of Trustees | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input type="checkbox"/> Public Art Committee* |
| <input type="checkbox"/> Veterans & Military Families Advisory Committee* | <input type="checkbox"/> Traffic Safety Committee |
| <input checked="" type="checkbox"/> Port Commission | <input type="checkbox"/> Advisory Housing Committee* |

- Applicants must be residents of the City of National City except for those marked by an asterisk (*). All applicants must be U.S. Citizens.
- Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.
- Applicants for the Advisory Housing Committee must have subject matter expertise in housing-related issues.

Name: Jacqueline Luna Reynoso E-Mail: jacqueline.reynoso@gmail.com

Home Address: 2700 Jasmine St, National City, CA 91950 Tel No: (619) 890-6614
(Include City/Zip)

Business Affiliation: _____ Title: _____

Business Address: _____ Tel. No.: _____

Length of Residence in National City: 40 years San Diego County: 40 yrs. California: 40 yrs.

Educational Background: MA Public Policy, Harvard University, John F. Kennedy School of Government;
BA Psychology and Minor in Public Policy, UC Berkeley; Italian Language Arts & Culture, Universita Per Stranieri

Occupational Experience: Director of Programs and Policy (present), Cordoba Corporation; President & CEO, National City

Chamber of Commerce (12 years); Community Development Coordinator, City of National City (2 years); Centre City Development Corporation, Real Estate

Professional or Technical Organization Memberships: South County Economic Development Council; affiliate of
Otay Mesa Chamber of Commerce, San Ysidro Chamber of Commerce, Chula Vista Chamber of Commerce, Coronado Chamber of Commerce;

United States Small Business Administration; Smart Border Coalition;
Civic or Community Experience, Membership, or Previous Public Service Appointments:
Chairwoman of ARTS; Audit Chair of Planned Parenthood of the Pacific Southwest; Founder & Past CEO of the National City Chamber Foundation;
Treasurer of Olivewood Gardens & Learning Center; Chair of Mariachi Scholarship Foundation; Chair of County of SD South Region Live Well Economic Vitality Task Force

Experience or Special Knowledge Pertaining to Area of Interest: Served on Port of San Diego Tidelands Activation Committee;
Active Participant of the Port of SD Master Plan Update; Stakeholder in National City Balanced Plan; National City General Plan Update Business Committee
Green Port and South Bay Energy Action Collaborative Committee; USS Midway Diversity & Inclusion Committee; San Diego Regional Vision Council

Have you ever been convicted of a felony crime? No: Yes: ___ misdemeanor crime? No: Yes: ___
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information if "Yes" was marked for the above two questions.

Date: November 13, 2020 Signature: 

*Please see attached resume

Please feel free to provide additional information or letters of endorsement. and cover letter.

Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

Jacqueline Luna Reynoso

Port Commissioner Applicant

2700 Jasmine Street, National City, CA 91950 • C: (619) 890-6614

Jacqueline.Reynoso@gmail.com

November 13, 2020

Honorable Mayor Alejandra Sotelo-Solis
Honorable Vice Mayor Mona Rios
Honorable City Council Member Jerry Cano
Honorable City Council Member Ron Morrison
Honorable City Council Member Gonzalo Quintero

ATTN: City Clerk

City of National City
1243 National City Blvd.
National City, CA

Re: Port Commissioner Application, San Diego Unified Port District

Honorable Mayor and City Council Members:

Please accept my application to serve as Port Commissioner of the Port of San Diego. It would be my sincere honor and privilege to represent the interests of the City of National City as a steward of Tidelands Trust resources under the Port Act. I commit to working alongside City Council, fellow Port Commissioners, community stakeholders, regulatory agencies, and industry representatives by providing economic vitality and community benefit through a balanced approach to the maritime industry, tourism, water and land recreation, environmental stewardship and public safety.

I will work to uphold the public trust that outgoing Port Commissioner Robert "Dukie" Valderrama maintained. I will continue to use this position to enrich the relationship people and businesses have with the dynamic waterfront of San Diego Bay, providing prosperity for our diverse community of National City. The Port is in a critical planning stage as the current board is reviewing and updating the Port Master Plan. I will work to ensure that National City is equitably and actively represented and that our residents and businesses benefit from the current "Balanced Plan." Moreover, the interface and coordination of planning efforts with SANDAG's San Diego Forward: Regional Transportation Plan, the Airport Development Plan, and NAVWAR Revitalization efforts offer opportunities for National City. My goal is to maintain open communication with all stakeholders to promote access to commerce, recreation, and mobility along San Diego Bay.

I believe I possess the necessary skills and experience that the community of National City is seeking at this critical juncture in the Port's trajectory. As an experienced nonprofit leader, visionary, economic development professional, and life-long resident of National City, I am deeply committed to the efficient management of Port and City resources.

My professional and personal mission is to achieve the greatest community benefit impact for our diverse, talented, and hard-working citizenry. I want to continue working hand in glove with residents, businesses, and strategic partners to build a more cohesive, responsive, and

engaged Port administration.

My strengths include strategic planning, budgeting, fundraising, crisis management, community outreach, policy development and advocacy, project management, team coaching, consensus building, event management, and public affairs. Strong educational credentials include a Master of Public Policy from Harvard University John. F Kennedy School of Government as well as a Bachelor of Arts in Psychology from the University of California, Berkeley.

I value culturally responsive leadership, analytical rigor, and uphold the highest values of professional integrity to perform in challenging times. As a skilled communicator and manager, I have proven capacity to recommend policies and programs to the Port Commission that align with city council goals and legislation.

As my resume indicates, I possess more than 15 years of progressive experience in the public sector. My professional history includes positions such as Community Development Coordinator at the City of National City, President & CEO of the National City Chamber of Commerce, and currently as Director of Programs and Policy for Cordoba Corporation, a construction management and civil engineering firm.

I have attached my resume for your review and I look forward to speaking with you further regarding the Port Commissioner position for the Port of San Diego.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Reynoso', with a long, sweeping horizontal stroke extending to the right.

Jacqueline L. Reynoso

Jacqueline Luna Reynoso

2700 Jasmine Street · National City · CA · 91950
P: (619) 890-6614 · E: Jacqueline.Reynoso@gmail.com

Dynamic, innovative, and visionary leader with 15 years of experience driving measurable results in community and economic development. Lead teams through effective project management, budgeting, strategic planning, and problem-solving skills. Possess bilingual, culturally responsive, and superior interpersonal skills to navigate and resolve challenges in diverse communities. Capable of managing multiple and complex issues in a variety of fields including energy, transportation, education, water, and international trade. Skilled in strategy development, technical research and analysis, multifaceted media platforms and team coaching to successfully position Cordoba Corporation to accomplish project goals. Adept at working with governmental, corporate, non-profit, public, and philanthropic agencies to support company objectives. Strong background in cross-departmental project management, stakeholder engagement, real estate development, financial management, program development and evaluation, information technology utilization, and public speaking. Additional experience in:

- Municipal Capital Project Management
- Fundraising and Grant Management
- Finance & Cost Management
- Human Resources Management
- Public/ Private Partnerships
- Team Building & Performance Improvement
- Contract Negotiations & Strategic Alliances
- Business Development
- Public Policy & Government Relations
- Public Relations & Media Affairs
- Binational and Global Leadership
- Strategy, Vision, & Mission Planning

EXPERIENCE
6/08- 10/2020

NATIONAL CITY CHAMBER OF COMMERCE
President/ CEO

National City, CA

- Directed sustainability projects including development and management of the region's first Green Business Program, Binational Sustainability Conference, FREBE (Free Resource & Energy Business Evaluation) Program, PACE (Property Assessed Clean Energy) Program, City of National City Climate Action Plan monitoring, SDG&E Power Your Drive event activation, Regional Bike to Work Day, Green Zone at community events, Green Awards annual program, SDG&E Business Energy Solutions outreach, and legislative outreach.
 - Executed all Chamber communications, public relations, and served as key spokesperson for the organization covering technical, legislative, and programmatic topics
 - Represented the organization in business-friendly legislation through policy advocacy
 - Developed, designed, and managed the Chamber's strategic plan to support economic development
 - Employed, trained, motivated and supervised Chamber staff to achieve organizational goals
 - Developed and managed the Chamber's operating budget and fundraising strategy
 - Oversaw the Chamber's programs, events, facilities management, operations, and strategic partnerships
 - Managed corporate relations and executed business recruitment and retention plans
 - Led the city's workforce development, economic development, and community promotion initiatives
- Notable Accomplishments:**
- First Chamber in the nation to Achieve LEED® Platinum certification for Existing Buildings in Operations and Maintenance (O+M).
 - Developed the City' economic development programming including: Green Business Program, Small Business Technical Assistance Program, Forgivable Loan Program, Educational Training and Internship Program, Financial Literacy Programming, Workforce Development Initiatives, Business Accelerator Academy, National City Arts & Culture Collaborative, and National City Nonprofit Forum
 - Led the formation of the City of National City's first Tourism Marketing District (TMD). Managed all TMD projects, communications, sales, and marketing strategy.
 - Retired the Chamber's Building Debt in 4 months achieving 100% property ownership and management.
 - Launched the City of National City's largest community event, International Mariachi Festival, with 25,000 local and international spectators, driving tourism, economic development, and educational development.
 - Launched the first Binational 100% Craft Beer and Spirits Festival in the San Diego region.
 - Launched the first Binational Sustainability Conference in the Cali-Baja region.

- Grew the Chamber's Budget by 100% and reserves from 0% operating budget to 47%.
- Exceeded annual budget goals for 8 consecutive years.
- Achieved operating cost savings of 25%.

COMMUNITY DEVELOPMENT, CITY OF NATIONAL CITY (CDC)

National City, CA

Community Development Coordinator, Economic Development Division

- Managed the Comprehensive Storefront Improvement Program.
- Developed and managed the City's branding and communications strategy to attract city investments.
- Organized "National City Week," a 5-day public outreach campaign promoting community assets, development projects, arts and culture, and educational initiatives.
- Built strategic partnerships with South County Economic Development Council, National City Chamber of Commerce, San Diego Regional Economic Development Corporation, and Community Housing Works to implement housing, economic development, and workforce development projects.
- Developed and managed the City's Economic Development budget and Strategic Plan.
- Managed the San Diego Regional Enterprise Zone Program for the City of National City.
- Developed the Community Benefit Forgivable Loan Program for small business development.

4/07- 6/08

PROMERICA BANK

Los Angeles, CA

Manager of Board & Shareholder Relations

- Managed investor relations and strategic communications.
- Raised \$27.5 million of capital during the Initial Public Offering period.
- Organized investor meetings and secured stock subscription applications.
- Managed Board relations, organized board and committee meetings, coordinated board briefings.
- Developed and managed the bank's Payroll, HR, Benefits, and Contact Management Systems.
- Managed event planning; organized a private Bank preview for over 300 founding shareholders.
- Developed the Business Resource Center including marketing development, web site development, program development, and built community partnerships to support business growth.

6/06- 4/07

CENTRE CITY DEVELOPMENT CORPORATION (CCDC)

San Diego, CA

Real Estate and Public Relations Intern

- Built a strategic plan to allocate \$1.75 million of federal funds to develop 260 units of replacement affordable housing for approximately 380 displaced residents.
- Secured \$40 K (100% of program costs) in grant funding to implement a mathematics, economics and life skills training program for 190 inner city youth to increase college readiness and college entry.
- Recommended a 4-yr real estate investment strategy to the Board of Directors based on financial analyses of downtown commercial and residential development trends.

2005

CALIFORNIA DEPARTMENT OF JUSTICE, Office of the Attorney General

Sacramento, CA

Executive Fellow

- Initiated and led a 7-person focus group comprised of various state department heads to better coordinate state resources and support infrastructure for enhanced public communication and outreach.
- Analyzed redevelopment agencies compliance with LMIH funding regulations and proposed policy recommendations to streamline the enforcement process resulting in more efficient auditing practices.
- Developed a cost reduction and a \$2 million revenue increase strategy to maintain public safety personnel at 100% of previous year's goals in response to a \$3 million decrease in local revenues.
- Designed and produced a 65-page Attorney General's Biennial Report based on interviews with department executives, and financial and programmatic analyses of 10 divisions, 8 programs, and 40 services.

2003-2004

Boards & Memberships

South Bay Energy Action Collaborative; Green Building Council; California Chamber of Commerce; United States Chamber of Commerce; Small Business Association (SBA) Advisory Board; America Leaders of Change Program; San Diego Foundation Regional Vision Council; Southwestern College Local Planning Team; Mexican American Business and Professionals Association; International Hispanic Network; California Association of Local Economic Developers; International Council of Shopping Centers; United States University Board Member; South County Economic Development Council; Proposition O Steering Committee; Western Association of Chamber Executives; National City General Plan Update Business Committee; Olivewood Gardens & Learning Center Board Member; San Diego Padres Hispanic Community Leadership Council; A Reason to Survive Board Member; MANA of San Diego; Department of Defense Joint Civilian Orientation Conference 80; Founding Partner of San Diego Youth Entrepreneurship and Leadership Training Camp; Planned Parenthood Board Member, ProSalud Binational Board Member; Mariachi Scholarship Foundation

Board Member; County of San Diego Live Well Economic Vitality Task Force Co-Chair, South County EDC Binational Committee; United States Green Chamber

Leadership

2020 Green Chamber Global Initiative
2020 Founder and Executive Director, Binational Sustainability Conference
2019-2020 Audit Committee Chair, Planned Parenthood of the Pacific Southwest
2020 ARTS Board Chair
2008-2019 Treasurer, Olivewood Gardens & Learning Center

Honors

2018 California Energy Efficiency Champion
2016 I Leap Forward Honoree
2016 San Diego Business Journal, Women Who Mean Business Finalist
2015 Woman of the Year, 80th Assembly District, State of California
2014 Latino Leaders Magazine Honoree
2014 Public Leadership Institute Honoree
2013 America's Leaders of Change Honoree
2011 MABPA Distinguished Business Leader Award
2011 National TRIO Achiever

Public Address

2011-2020 State of the Chamber Address, *Keynote Speaker*
2018 El Toyon Elementary School Commencement, *Key Note Speaker*
2016 Cesar Chavez Elementary Commencement, *Key Note Speaker*
2015 ITT Technical Institute Commencement, *Key Note Speaker*
2010, 2015 United States Navy Hispanic Heritage Month, *Key Note Speaker*
2008 Adelante Mujer Conference, *Key Note Speaker*
2008 South County EDC Annual Economic Summit, *Economic Development Address*

Special Skills

Language: Fluent in Spanish, Proficient in Italian; **Computer:** Microsoft Office Suite, Adobe Photo Shop, Quick Books Pro, Smart Draw Planning Software, In Design; **Web:** Word Press, Social Media – Facebook, Instagram, LinkedIn

EDUCATION

6/2006	Harvard University, John F. Kennedy School of Government <u>Master in Public Policy</u> Coursework: Economics; Statistics; Strategic Management; Marketing; Negotiations; Budgeting; Finance; Emerging Markets; Public-Private Partnerships; Real Estate Development; Urban Planning; Philanthropy	Cambridge, MA
12/2002	University of California, Berkeley <u>BA in Psychology, Minor in Public Policy</u> , Magna cum laude	Berkeley, CA
1/2002	Universita Per Stranieri Language & Culture, study abroad	Siena, Italy

REFERENCES ATTACHED

Mike Dalla

RECEIVED

From: Jacqueline Luna Reynoso <jacqueline.reynoso@gmail.com>
Sent: Monday, November 16, 2020 12:07 AM
To: Clerk
Cc: Jacqueline Luna Reynoso
Subject: Port Commissioner Application
Attachments: Cover Letter - Port Commissioner Jacqueline L. Reynoso, City of National City- Final.pdf;
ApplicationFormRev1020 - PORT OF SD COMMISSIONER - J. Reynoso -FINAL.pdf;
Jacqueline L. Reynoso - RESUME - Oct. 2020.pdf

NOV 16 2020

Office of the City Clerk
City of National City

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

Good Evening Honorable City Clerk Mike Dalla,

Please find enclosed my cover letter, application, and resume for the Port Commissioner position.

I look forward to hearing from you and city council as the selection process continues.

Thank you,
Jacqueline Luna Reynoso

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Jacqueline L. Reynoso
MPP, 2006
John F. Kennedy School of Government
Harvard University
(619) 890-6614

AQ

The following page(s) contain the backup material for Agenda Item: [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances or Resolutions that are having a Public Hearing considered at this meeting and providing that such Ordinances or Resolutions shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)

Please scroll down to view the backup material.

Item # ____
12/01/20

MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES OR RESOLUTIONS THAT ARE HAVING A PUBLIC HEARING CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES OR RESOLUTIONS SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY.

(City Clerk)

The following page(s) contain the backup material for Agenda Item: [Approval of the Minutes of the Regular Meetings of the City Council and Community Development Commission - Housing Authority of the City of National City of June 6, 2020; June 16, 2020; August 4, 2020; August 18, 2020; September 1, 2020; September 15, 2020; October 6, 2020; October 20, 2020 and November 17, 2020 and the Special Meetings of April 28, 2020; June 2, 2020; June 16, 2020; August 4, 2020; August 18, 2020; September 1, 2020; September 15, 2020; October 6, 2020; October 20, 2020 and November 17, 2020. \(City Clerk\)](#)

Please scroll down to view the backup material.

Item # _____

12-01-2020

APPROVAL OF THE MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF JUNE 6, 2020, JUNE 16, 2020, AUGUST 4, 2020, AUGUST 18, 2020, SEPTEMBER 1, 2020, SEPTEMBER 15, 2020, OCTOBER 6, 2020, OCTOBER 20, 2020 AND NOVEMBER 17, 2020

AND THE SPECIAL MEETINGS OF APRIL 28, 2020, JUNE 2, 2020, JUNE 16, 2020, AUGUST 4, 2020, AUGUST 18, 2020, SEPTEMBER 1, 2020, SEPTEMBER 15, 2020, OCTOBER 6, 2020, OCTOBER 20, 2020 AND NOVEMBER 17, 2020

(City Clerk)

DRAFT DRAFT DRAFT
**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF NATIONAL CITY**

**BUDGET WORKSHOP / FISCAL YEAR 2021 BUDGET PRESENTATION
ONLINE MEETING ONLY**

April 28, 2020

The Special Meeting of the City Council of the City of National City was called to order at 4:00 p.m. by Mayor / Chairwoman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Cano, Morrison, Quintero, Rios, Sotelo-Solis.
Administrative Officials present: Dalla, Morris-Jones, Raulston, Roberts, Williams, Winney.

PRESENTATIONS

Staff Presentations were made by Deputy City Manager Brad Raulston on the below listed topics:

- Introduction and Budget Overview
- Strategic Planning, COVID-19 Fiscal Impact, and Revenue Relief / Recovery
- Preliminary Financial Forecast and Historical Trends
- Fiscal Year 2020-2021 Preliminary Budget (FY July 2020-June 2021)
- Capital Improvement Program (CIP) 5-Year Plan
- Next Steps

City Manager Raulston thanked the Department Heads and the Budget Team as follows, for assisting with the presentation data: Assistant City Manager Tony Winney, Director of Finance Mark Roberts, Finance Analyst Janel Pehau, Budget Manager Paul Valadez, and Budget Technician Sheila Pangco.

NOTE: All presentation materials are attached as Exhibit "A".

PUBLIC COMMENTS (VIA E-MAIL)

City Clerk Michael Dalla read the below comments into record.

Ignacio Navarro, National City, expressed his concerns regarding the proposed temporary closure of Las Palmas Pool and the Camacho Recreation Center and asked the City to reconsider as these facilities are an essential part of the community of all ages and abilities.

The following individuals submitted written comments against the proposed one-year closure of Las Palmas Pool: David and Sandra McConkey, Christina Lanners, Gloria Salas, J.Azaguiar, Daniel McLaughlin, Astolfo Feregrino, Irene Cruz, Coyote Moon, Lourdes del Sol, Linda Nosal Florentino, Leticia Pena, Mary Alice Hoss,

PUBLIC COMMENTS (continues)

Shaun Polley, Patricia Gomez, Mariann Howard, Jan Hall, Professor Tomas Tomayo, Molly Sterner, Donna Eledge, Karolyn Kmet-Moran, Liz Ramos, Lynn Carswell, Jean Howard and Danielle Abrams – Central Elementary Third Grade Teachers, Gerardo and Elizabeth Constantino, Elaine Tatus,

Michael and Martha Mendez, National City, urged the City to keep the golf course open.

Ditas Yamane, National City, offered revisions to some budget language to better indicate where revenue is generated from so that it provides clear information and is consistent with other line items.

CITY COUNCIL DIRECTION

Motion by Morrison, seconded by Quintero, to go with the recommendations on Page 70 as follows: Freeze open positions that don't affect filled positions, set new overtime targets and tightly control non-reimbursable costs for public safety employees, defer CIP and fleet purchases, suspend programs that may not reopen this year (Municipal Pool and Special Events), and aggressively pursue revenue relief funds. Carried by unanimous vote.

Mayor Sotelo-Solis recognized the members of the public who took the time to share their perspective and there will be another opportunity in August or September 2020, to revisit these items and to find out what the actual numbers are in regards to the impacts of COVID-19 and the items will be revisited in December 2020 or January 2021. She thanked the Budget Team for their hard work in collecting the data.

ADJOURNMENT

Motion by Rios, seconded by Morrison, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City -Tuesday, May 5, 2020 - 6:00 p.m., Online Only – Council Chambers - National City, California. Carried by unanimous vote.

The meeting closed at 5:50 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of December 1, 2020.

Mayor

DRAFT DRAFT DRAFT
**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF NATIONAL CITY**

April 28, 2020

The Special Meeting of the City Council of the City of National City was called to order at 4:00 p.m. by Mayor / Chairwoman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Cano, Morrison, Quintero, Rios, Sotelo-Solis.
Administrative Officials present: Morris-Jones, Raulston, Winney.

CITY COUNCIL

OPEN SESSION

PUBLIC COMMENTS – None.

Members retired into Closed Session.

CLOSED SESSION

1. Conference with Labor Negotiators – Government Code Section 54957.6
Agency Designated Representatives: Eddie Kreisberg, Tony Winney, Robert Meteau, Robert Hernandez and Lilia Muñoz.
Employee Organizations:
 - A.) Municipal Employees' Association
 - B.) Firefighters' Association
 - C.) Executives and Management – Unrepresented

CLOSED SESSION REPORT: AT THE END OF REGULAR COUNCIL MEETING

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, May 5, 2020, 6:00 p.m., Online Only
– City Council Chambers, Civic Center – National City, California.

City Clerk

The foregoing minutes were approved at the Regular Meeting of December 1, 2020.

Mayor

DRAFT DRAFT DRAFT
**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY
ONLINE ONLY MEETING**

June 2, 2020

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:15 p.m. by Mayor / Chairwoman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Cano, Morrison, Quintero, Rios, Sotelo-Solis.
Administrative Officials present: Aguirre, Dalla, Denham, Morris-Jones, Parra, Tellez, Raulston, Roberts, Vergara, Williams, Winney, Yano.

PLEDGE OF ALLEGIANCE TO THE FLAG BY MEMBER QUINTERO

Mayor Sotelo-Solis read the following statement into record:

“Thank you for being strong and abiding by our ever-changing City environment including the fight against COVID-19 and the actions and emotions that have arisen around the county regarding the death of Mr. George Floyd. Now more than ever, we need to show tolerance, understanding and unity, without violence. Our City’s mission is to nourish and support community values, and implicit in that, is the responsibility to stand up for marginalized communities. The events of the last few days following the death of Mr. George Floyd in Minneapolis, and the civic unrest that has resulted here in San Diego County, and across the country, are truly heartbreaking. The video of the incident is tragic to watch, and the tactics utilized by the Minneapolis Police Department, were shameful. Those tactics are far outside of what I would ever consider reasonable, and know that the City of National City and its Police Department are committed to protect and serve the community, without exception. There is a difference between peaceful protesting and unlawful behavior. I, alongside many in the community, are equally disturbed by the corruption of the lawful protests here in San Diego County by those individuals who seek to discredit those who are peacefully trying to draw attention to the issue of racial injustice. Their callous actions and brazen looting have created a dangerous situation, culminating in the loss of property by hard working business owners in the downtown San Diego area and the City of La Mesa. I extend my heartfelt sympathies for those people and business owners here in San Diego County who have been impacted by this violence. I am also incredibly inspired by the actions of those who have already stepped forward to volunteer and help clean up the destruction that has occurred, those have included some from our own National City community. We must do better as a country to combat the systematic racism that is prevalent. To that end, it is important to create and review policies that value and preserve life. Today, I request that our community police review board will work with the police department to review the current

policy regarding carotid restraint. We must take action in the coming months and days to ensure that citizens such as George Floyd can breathe and thrive in our society, and we must take action peacefully so that the message is not corrupted by those who would seek to distract from a most vital message: black lives matter, and all residents of our city and our country should be treated with dignity and respect. Thank you.” (See Exhibit “A” attached)

PUBLIC COMMENTS (SUBMITTED VIA E-MAIL)

Rebecca Rapp expressed her appreciation for the temporary moratorium on evictions adopted by the City Council and her concerns about young people smoking and vaping.

PROCLAMATIONS AND CERTIFICATES

PROCLAMATION AND CERTIFICATE ADMIN (102-2-1)

1. National City Celebrates Soapy Joe's Day 2020

BOARDS & COMMISSIONS ADMIN (101-1-1)

2. Interviews and Appointments: Various Boards and Committees. (City Clerk)
ACTION: Motion by Sotelo-Solis, seconded by Rios, to reappoint Michael Lesley to the Community and Police Relations Commission. Carried by unanimous vote.
Motion by Sotelo-Solis, seconded by Cano, to reappoint William Sendt to the Planning Commission. Carried by unanimous vote.
Motion by Sotelo-Solis, seconded by Rios, to appoint Charles Reilly as a full voting member on the Public Art Committee. Carried by unanimous vote.

CITY COUNCIL

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 3 (NCCM), Item Nos. 4 through 7 (Resolution No. 2020-96 through 2020-99), Item Nos. 8 and 9 (Warrant Registers). Motion by Cano, seconded by Morrison, to approve the Consent Calendar. Carried by unanimous vote.

MUNICIPAL CODE 2020 (506-2-35)

3. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (City Clerk)

ACTION: Approved. See above.

HOUSING AUTHORITY 2020 (404-1-9)

4. Resolution No. 2020-96. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY RATIFYING A STANDARD AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND ESTABLISHING FUND APPROPRIATIONS AND A CORRESPONDING REVENUE BUDGET FOR SB2 GRANT FUNDS IN THE AMOUNT OF \$310,000. (Housing Authority)
ACTION: Adopted. See above.

CONTRACT (C2020-32)

5. Resolution No. 2020-97. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) AWARDED A CONTRACT TO BASILE CONSTRUCTION, INC. IN THE AMOUNT OF \$1,394,292 FOR THE P-1 SEWER UPSIZE PROJECT FOR SWEETWATER HIGH SCHOOL, CIP NO. 19-43; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$209,143.80 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT. (Engineering/Public Works)
ACTION: Adopted. See above.

CONTRACT (C2020-33)

6. Resolution No. 2020-98. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) AUTHORIZING THE MAYOR TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT (PSA) NO. U51 WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE CITYWIDE BIKE WAYFINDING PROJECT TO ALLOW FOR REIMBURSEMENT OF UP TO \$15,000 IN ELIGIBLE PROJECT EXPENDITURES THROUGH THE STATE ACTIVE TRANSPORTATION PROGRAM (ATP); AND 2) AUTHORIZING THE ESTABLISHMENT OF AN ENGINEERING GRANT FUNDS APPROPRIATION OF \$15,000 AND CORRESPONDING REVENUE BUDGET. (Engineering/Public Works)
ACTION: Adopted. See above.

CONTRACT (C2020-34)

7. Resolution No. 2020-99. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) AUTHORIZING THE MAYOR TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT (PSA) NO. U52 WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE CENTRAL COMMUNITY MOBILITY ENHANCEMENTS PROJECT TO ALLOW FOR REIMBURSEMENT OF UP TO \$43,000 IN ELIGIBLE PROJECT EXPENDITURES THROUGH THE STATE ACTIVE TRANSPORTATION PROGRAM (ATP); AND 2) AUTHORIZING THE ESTABLISHMENT OF AN ENGINEERING GRANT FUNDS APPROPRIATION OF \$43,000 AND CORRESPONDING REVENUE BUDGET. (Engineering/Public Works)
ACTION: Adopted. See above.

WARRANT REGISTER JULY 2019 - JUNE 2020 (202-1-34)

8. Warrant Register #42 for the period of 4/8/20 through 4/14/20 in the amount of \$1,138,982.03. (Finance)
ACTION: Ratified. See above.

WARRANT REGISTER JULY 2019 - JUNE 2020 (202-1-34)

9. Warrant Register #43 for the period of 4/15/20 through 4/21/20 in the amount of \$2,856,064.58. (Finance)
ACTION: Ratified. See above.

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

WEED ABATEMENT 2020 (402-3-19)

10. Resolution No. 2020-100. PUBLIC HEARING AND ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY CONFIRMING THE COSTS OF WEED ABATEMENT AND APPROVING THE REPORT AND ACCOUNT FOR SUCH, AFTER HAVING A PUBLIC HEARING WHICH CONSIDERED ANY OBJECTIONS OR PROTESTS; PURSUANT TO NATIONAL CITY MUNICIPAL CODE CHAPTERS 1.36 (ABATEMENT OF PUBLIC NUISANCES) AND 9.12 (ABATEMENT OF WEEDS AND OTHER FIRE HAZARDS). (Fire)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY (VIA E-MAIL): None.

ACTION: Motion by Rios, seconded by Quintero, to close the Public Hearing. Carried by unanimous vote.

Motion by Cano, seconded by Rios, to adopt the Resolution. Carried by unanimous vote.

COMMUNITY DEVELOPMENT LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS) (406-2-8)

11. Resolution No. 2020-101. PUBLIC HEARING AND ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY CONFIRMING THE ASSESSMENT AND ORDERING THE LEVY FOR LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS) FOR FISCAL YEAR 2020/21. (Planning)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY (VIA E-MAIL): None.

ACTION: Motion by Cano, seconded by Morrison, to close the Public Hearing. Carried by unanimous vote.

Motion by Cano, seconded by Morrison, to adopt the Resolution. Carried by unanimous vote.

SEWER CAPACITY / FEES ADMIN (906-1-4)

12. Resolution No. 2020-102. PUBLIC HEARING AND ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ACCEPTING THE NATIONAL CITY 2020/2021 TAX ROLL SEWER SERVICE FEES REPORT, WHICH IDENTIFIES BY PARCEL NUMBER, EACH PARCEL OF REAL PROPERTY RECEIVING SEWER SERVICES AND THE AMOUNT OF SEWER CHARGES FOR EACH PARCEL FOR FY 2020-21 AS REQUIRED BY THE CALIFORNIA HEALTH AND SAFETY CODE SECTION 5473, ET SEQ., PERTAINING TO COLLECTION OF SEWER CHARGES ON THE TAX ROLL, DIRECTING THE CITY CLERK TO FILE THE REPORT WITH THE SAN DIEGO COUNTY AUDITOR, AND DIRECTING THE CITY ENGINEER TO FILE A CERTIFICATION OF THE SEWER SERVICE CHARGES WITH THE SAN DIEGO COUNTY AUDITOR. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY (VIA E-MAIL): None.

ACTION: Motion by Morrison, seconded by Cano, to close the Public Hearing. Carried by unanimous vote.

Motion by Morrison, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

NON CONSENT RESOLUTIONS

CONTRACT (C2018-1)

ENCROACHMENT AGREEMENT ADMIN (903-14-10)

13. Resolution No. 2020-103. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ACCEPTING AND AUTHORIZING THE MAYOR TO SIGN AN ENCROACHMENT PERMIT AGREEMENT WITH PROTEA NATIONAL CITY, LLC, TO INSTALL AN OUTDOOR DESIGNATED PLAZA AREA IN THE ALLEY WITH ALLEY POP-OUT, AWNINGS, AND BALCONIES WITHIN THE PUBLIC RIGHT-OF-WAY AS PART OF THE FUTURE 7-STORY MIXED USE DEVELOPMENT PROJECT LOCATED ON 130 EAST 8TH STREET (APN 556-472-26-00). (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY (VIA E-MAIL): None.

ACTION: Motion by Mayor Sotelo-Solis to hold item for further discussion. Motion died for lack of a second.

Motion by Morrison, seconded by Quintero, to adopt the Resolution. Carried by unanimous vote.

EMERGENCY / DISASTER PLANNING ADMIN (301-1-1)

14. Resolution No. 2020-104. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) AUTHORIZING THE ACCEPTANCE OF A CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT CORONAVIRUS RELIEF FUND (CRF) ALLOCATION OF \$1,095,124 FROM THE COUNTY OF SAN DIEGO AND 2) AUTHORIZING THE ESTABLISHMENT OF APPROPRIATIONS AND CORRESPONDING REVENUE BUDGETS FOR THE FUNDS. (City Manager)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY (VIA E-MAIL): None.

ACTION: Motion by Quintero, seconded by Morrison, to adopt the Resolution. Carried by unanimous vote.

NEW BUSINESS

BUDGET FY 2020-2021 (206-1-36)

15. Update on the status of the City of National City's Fiscal Year 2021 proposed budget. (Finance)

Note: Presentation materials are attached as Exhibit "A".

ACTION: Motion by Quintero, seconded by Cano, to bring back an update regarding AXIOS at the June 16th meeting. Carried by unanimous vote.

RECESS

A recess was called at 8:04 p.m.

The meeting reconvened at 8:13 p.m. All members were present.

C. REPORTS

STAFF REPORTS

ENGINEERING / PUBLIC WORKS DEPT - REPORTS ADMIN (1104-1-1)

16. Report to City Council on the Homefront to Waterfront Connectivity Study. (Engineering/Public Works)

PLANNING REPORTS ADMIN (405-3-1)

17. Report to City Council on the 24th Street Transit-Oriented Overlay District. (Planning)

HOUSING AUTHORITY 2020 (404-1-9)

18. Report on the presentation of the Focused General Plan Update including the Sixth Cycle Housing Element to the Housing Advisory Committee. (Housing Authority)

TESTIMONY (VIA E-MAIL): Rebecca Rapp expressed concerns regarding Goal No. 3, dealing with safe affordable housing and recommends that the City adopt a policy for smoke-free units.

CITY MANAGER / REPORTS ADMIN (1104-1-12)
EMERGENCY / DISASTER PLANNING ADMIN (301-1-1)

19. COVID-19 Update. (City Manager)

City Manager Brad Raulston reported on the nationwide protest and civil unrest arising from the tragic death of Mr. George Floyd in Minnesota while in police custody and expressed his gratitude and admiration for the National City Police Department.

Police Chief Tellez acknowledged that these are trying times in our nation and our region. He stated that the National City Police Department (NCPD) does not condone the unlawful use of force by the Minneapolis Police Department that resulted in the tragic death of Mr. George Floyd and that the members of the NCPD are proud to serve our community and recognize that diversity is one of our strongest creeds. He affirmed that the members of the Police Department are committed to provide the highest level of service to the community while respecting the rights and dignity of the people they serve. Chief Tellez provided information regarding the use and deployment of National City officers to assist other communities in the County in dealing with the protests and civil unrest that has occurred. Fortunately the National City has not experience any of the unlawful protests and destruction that took place in San Diego and La Mesa.

City Manager Raulston reported on efforts, events and progress regarding the Covid 19 pandemic. Plaza Bonita is slowly reopening, expanded access to some business is being allowed; the City is working with businesses and restaurants to assist in reopening; the library has started curb site pick up and City tennis courts and skate parks are open.

MAYOR, CITY COUNCIL, AND OTHER ELECTED OFFICIALS

Member Cano thanked Staff, Fire and Police Departments for coming together and doing a great job. He expressed concerns about security issues and the need to have contingency plans in place and mentioned efforts by EDCO to provide safe ways to dispose of used face masks and latex gloves.

Member Quintero thanked staff for their efforts and Mayor for her opening remarks. He stated that discrimination, institutional racism and mistreatment of black people is not new, but has gone for generations; that Black lives matter and that all residents deserve to be treated with dignity and respect and the 1st Amendment to our Constitution guarantees freedom of speech, freedom to

peacefully assemble and it exists for a reason. Please know that National City is unified, the South Bay is unified and our eyes and ears are open as are our hearts.

Member Morrison said he was proud of National City and how they have responded to the current situation; that there is huge pride within the City and overwhelming support for our Police Department and pride about their relationship with the people as well as the communities reaction to the situation going on around them. Member Morrison said National City will continue to do what we need to-do to make sure bad things don't happen here and gave thanks to staff for all they are doing.

Member Rios said she is pleased the Mayor began the meeting with her comments and brought forward a resolution that everyone stand strong together and united in support; that it is important that Council stands proud and strong with the community. Member Rios discussed the importance of proxy voting on the San Diego County Water Authority and made the following motion.

ACTION: Motion by Rios, seconded by Cano, to have staff bring back a Resolution allowing designation of a proxy for San Diego County Water Authority meetings. Carried by unanimous vote.

Mayor Sotelo-Solis said she is always humbled and honored to be leading an organization with colleagues who come together on important issues and she is pleased to report that all members of the City Council signed on to her opening letter committing to moving forward with equity and addressing racial injustice at all levels. She expressed her heartfelt appreciation for Council support. Mayor Sotelo advised that additional Covid testing has been arraigned in the City with the assistance of the County and San Ysidro Health Clinic; that the stay-at-home order is still in effect; that food distribution for families continues through the efforts of St Anthony's Church and the San Diego Food Bank and she thanked her Council colleagues for the successful recognition efforts for Sweetwater High School Graduating Seniors.

CLOSED SESSION REPORT

City Attorney Angil Morris-Jones reported that in Closed Session direction was given on Item No. 1, Labor Negotiations, by a 5 to 1 vote. (See attached Exhibit 'L')

ADJOURNMENT

Motion by Cano, seconded by Rios, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday – June 16, 2020 - 6:00 p.m. – Online Only - Council Chambers - National City, California. Carried by unanimous vote.

The meeting closed at 10:13 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of December 1, 2020.

Mayor

CITY COUNCIL SUMMER LEGISLATIVE RECESS

July 7, 2020 - City Council Meeting - Dispensed With

July 21, 2020 - City Council Meeting - Dispensed With

EXHIBIT 'L'



AGENDA OF A SPECIAL MEETING

CITY COUNCIL OF THE CITY OF NATIONAL CITY

MAIN CONFERENCE ROOM
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA

Special Meeting - Tuesday, June 2, 2020 – 5:00 p.m.

CITY COUNCIL

OPEN SESSION

CALL TO ORDER

ROLL CALL

CLOSED SESSION

PUBLIC MAY COMMENT ON CLOSED SESSION AGENDA ITEMS.

1. Conference with Labor Negotiators – Government Code Section 54957.6
Agency Designated Representatives: Eddie Kreisberg, Tony Winney, Robert Meteau, and Lilia Muñoz.
Employee Organizations:
A.) Municipal Employees' Association
B.) Executives, Management, and Confidential – Unrepresented
2. Conference with Legal Counsel – Pending Litigation: Case No. S252445
Existing Litigation under Government Code Section 54956.9(d)(1)
National Lawyers Guild, San Francisco Bay Area Chapter v. City of Hayward

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, June 2, 2020, 6:00 p.m., City Council Chambers, Civic Center – National City, California.

DRAFT DRAFT DRAFT
**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF NATIONAL CITY
ONLINE MEETING ONLY**

June 2, 2020

The Special Meeting of the City Council of the City of National City was called to order at 5:04 p.m. by Mayor / Chairwoman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Cano, Morrison, Quintero, Rios, Sotelo-Solis.
Administrative Officials present: Morris-Jones, Pedone, Raulston, Winney.

CITY COUNCIL

OPEN SESSION

PUBLIC COMMENTS – None.

CLOSED SESSION

1. Conference with Labor Negotiators – Government Code Section 54957.6
Agency Designated Representatives: Eddie Kreisberg, Tony Winney, Robert Meteau, and Lilia Muñoz.
Employee Organizations:
A.) Municipal Employees' Association
B.) Executives, Management, and Confidential – Unrepresented
2. Conference with Legal Counsel – Pending Litigation: Case No. S252445
Existing Litigation under Government Code Section 54956.9(d)(1)
National Lawyers Guild, San Francisco Bay Area Chapter v. City of Hayward

CLOSED SESSION REPORT: AT THE END OF REGULAR COUNCIL MEETING.

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, June 2, 2020, 6:00 p.m., Online Only
– City Council Chambers, Civic Center – National City, California.

City Clerk

The foregoing minutes were approved at the Regular Meeting of December 1, 2020.

Mayor

DRAFT DRAFT DRAFT
**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF NATIONAL CITY
ONLINE MEETING ONLY**

June 16, 2020

The Special Meeting of the City Council of the City of National City was called to order at 5:04 p.m. by Mayor / Chairwoman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Cano, Morrison, Quintero, Rios, Sotelo-Solis.
Administrative Officials present: Morris-Jones, Pedone, Raulston, Winney.

OPEN SESSION

PUBLIC COMMENT – None.

CLOSED SESSION

1. Conference with Labor Negotiators – Government Code Section 54957.6
Agency Designated Representatives: Eddie Kreisberg, Tony Winney, Robert Meteau, and Lilia Muñoz.
Employee Organizations:
 - A.) Municipal Employees' Association,
 - B.) Executives, Management, and Confidential – Unrepresented
2. Conference with Legal Counsel – Pending Litigations (Three Cases):
Existing Litigation under Government Code Section 54956.9(d)(1)
 - A.) City of Chula Vista v Sandoval
 - B.) *Justin Perez. v. City of Carlsbad, et al.*
 - C.) *National City Puppy v. City of National City*
3. Liability Claim: Government Code Section 54956.95: One Claim
United States Department of the Interior – Fish and Wildlife Services
Agency Notice of Potential Liability Claimed Against: City of National City
4. Conference with Legal Counsel – Potential Litigation: One Case
Potential Litigation Pursuant to Governmental Code Section 54956.9(e)(1)

CLOSED SESSION REPORT: AT THE END OF REGULAR COUNCIL MEETING

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, June 16, 2020, 6:00 p.m., City Council Chambers, Civic Center – National City, California.

City Clerk

The foregoing minutes were approved at the Regular Meeting of December 1, 2020.

Mayor

DRAFT DRAFT DRAFT

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY**

June 16, 2020

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:07 p.m. by Mayor / Chairman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Cano, Morrison, Quintero, Rios, Sotelo-Solis.
Administrative Officials present: Dalla, Morris-Jones, Raulston, Winney,

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (Written)

Written comments from 26 individuals were submitted objecting to a meme posted by Councilmember Morrison on social media.

Leah Yam, representing Marine Group Boat Works, introduced herself and her company which has expanded their business into National City.

Andrea M. related problems her business establishment has experienced with the neighboring National City Golf Course.

PROCLAMATIONS AND CERTIFICATES

PROCLAMATION AND CERTIFICATE ADMIN (102-2-1)

1. National City Celebrates LGBTQIA+ Pride Month

CITY COUNCIL

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 2 (NCCMC), Item No. 3 (Minutes), Item Nos. 4 through 17 (Resolution No. 2020-105 through 2020-118), Item No. 18 (Investment Report), Item Nos. 19 through 21 (Warrant Registers). Motion by Cano, seconded by Quintero, to approve the Consent Calendar, except for Item No. 10. Carried by unanimous vote.

CONSENT CALENDAR (cont.)

MUNICIPAL CODE 2020 (506-2-35)

2. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES OR RESOLUTIONS THAT ARE HAVING A PUBLIC HEARING CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES OR RESOLUTIONS SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (City Clerk)

ACTION: Approved. See above.

GENERAL ADMIN (103-2-1)

3. APPROVAL OF THE MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF APRIL 7, 2020 AND THE SPECIAL MEETINGS OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY OF APRIL 7, 2020, APRIL 21, 2020, AND MAY 5, 2020. (City Clerk)

ACTION: Approved. See above.

CONTRACT (C2020-35)

4. Resolution No. 2020-105. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) AUTHORIZING THE CHIEF OF POLICE TO SIGN A MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL BUREAU OF INVESTIGATION (FBI) TO PARTICIPATE IN OPERATIONS WITH THE HUMAN TRAFFICKING AND CHILD EXPLOITATION TASK FORCE (HTCETF); 2) AUTHORIZING THE CHIEF OF POLICE TO SIGN A COST REIMBURSEMENT AGREEMENT (CRA) WITH THE FBI; 3) AUTHORIZING THE ACCEPTANCE OF HTCETF FUNDS OF UP TO \$18,042 PER FISCAL YEAR, AND 4) AUTHORIZING THE ESTABLISHMENT OF A POLICE DEPARTMENT GRANTS FUND APPROPRIATION AND CORRESPONDING REVENUE BUDGET FOR THE FUNDS. THE HTCETF CONDUCTS CRIMINAL INVESTIGATIONS TO IDENTIFY AND TARGET CRIMINALS WHO ENGAGE IN SEX TRAFFICKING, FORCED LABOR TRAFFICKING, DOMESTIC SERVITUDE AND TO RESCUE CHILD VICTIMS; TO REDUCE THE VULNERABILITY OF CHILDREN TO SEXUAL EXPLOITATION AND ABUSE. (Police)

TESTIMONY: Barbara Gordon thanked the City Council for taking action to protect children and urged them to take similar action regarding marijuana.

ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

GRANT / PUBLIC SAFETY (206-4-27)

5. Resolution No. 2020-106. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) RATIFYING THE NATIONAL CITY POLICE DEPARTMENT'S GRANT APPLICATION IN THE AMOUNT OF \$67,168 TO THE CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM; 2) AUTHORIZING THE ACCEPTANCE OF THE GRANT AWARD IN THE AMOUNT OF \$67,168, AND 3) AUTHORIZING THE ESTABLISHMENT OF REVENUE BUDGET AND CORRESPONDING APPROPRIATION TO PURCHASE PERSONAL PROTECTIVE EQUIPMENT, CLEANING SUPPLIES, OVERTIME FOR OFFICERS, TWO LAP TOP COMPUTERS AND A SOFTWARE SYSTEM. (Police)

ACTION: Adopted. See above.

CONTRACT (C2010-15)

6. Resolution No. 2020-107. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE CITY OF CHULA VISTA FOR GENERAL ANIMAL CONTROL, SHELTER, AND RELATED ADMINISTRATIVE SERVICES FOR NATIONAL CITY FOR A TOTAL NOT TO EXCEED AMOUNT OF \$434,333 FOR FISCAL YEAR 2021, WITH OPTIONS TO EXTEND FOR THREE (3) ADDITIONAL ONE (1) YEAR TERMS. THE COST FOR THE ADDITIONAL YEARS OF THE AGREEMENT WILL BE BASED ON THE ACTUAL ANIMAL INTAKES FROM THE PRECEDING CALENDAR YEAR. (Police)

ACTION: Adopted. See above.

GRANT / PUBLIC SAFETY (206-4-27)

7. Resolution No. 2020-108. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ACCEPTING FUNDS IN THE AMOUNT OF \$6,800 FROM THE 2020 SAN DIEGO REGIONAL FIRE FOUNDATION GRANT FOR THE NATIONAL CITY FIRE DEPARTMENT FOR THE PURCHASE OF THREE ELECTRIC PORTABLE FOGGERS, PERSONAL PROTECTIVE EQUIPMENT, AND CLEANING SUPPLIES, AND AUTHORIZING THE ESTABLISHMENT OF A REIMBURSABLE GRANTS CITY-WIDE FUND APPROPRIATION AND CORRESPONDING REVENUE BUDGET. (Fire)

ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

HOUSING AUTHORITY 2020 (404-1-09)

8. Resolution No. 2020-109. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ACCEPTING THE DRAFT 2020-2024 SAN DIEGO REGIONAL ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE (2020 AI) AND AUTHORIZING THE SUBMISSION OF THE 2020 AI TO U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD). (Housing Authority)
ACTION: Adopted. See above.

HOUSING AUTHORITY 2020 (404-1-09)

9. Resolution No. 2020-110. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR, CITY MANAGER, OR CITY MANAGER'S DESIGNEE TO EXECUTE AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) FOR THE LOCAL EARLY ACTION PLANNING (LEAP) GRANT PROGRAM IN THE AMOUNT OF \$300,000. (Housing Authority)
ACTION: Adopted. See above.

BOARDS AND COMMISSIONS ADMIN (101-1-1)

10. Resolution No. 2020-111. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING VICE MAYOR MONA RIOS TO NAME JOSE PRECIADO AS HER PROXY DESIGNEE TO THE SAN DIEGO COUNTY WATER AUTHORITY FOR NATIONAL CITY REPRESENTATION WHEN SHE IS UNAVAILABLE TO VOTE. (City Attorney)
ACTION: Motion by Rios, seconded by Quintero, to adopt the Resolution. Carried by the following vote, to-wit: Ayes: Cano, Quintero, Rios, Sotelo-Solis. Nays: Morrison. Abstain: None. Absent: None.

CONTRACT (C2019-13)

11. Resolution No. 2020-112. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH JANIKING OF CALIFORNIA, INC., INCREASING THE NOT-TO-EXCEED AMOUNT BY \$135,500, FOR A TOTAL AGREEMENT AMOUNT OF \$150,000; 2) EXTENDING THE TERM OF THE AGREEMENT BY ONE YEAR TO JUNE 30, 2021; AND 3) AUTHORIZING THE CITY MANAGER TO EXECUTE FUTURE AGREEMENT EXTENSIONS DUE TO THE IMMEDIATE NEED FOR SERVICES TO CONTINUE BASED ON SUPPLEMENTAL NEEDS CAUSED BY THE COVID-19 PANDEMIC. (Engineering/Public Works)
ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

CONTRACT (C2020-36)

12. Resolution No. 2020-113. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) AWARDDING A CONTRACT TO APR CONSTRUCTION, INC. IN THE NOT-TO-EXCEED AMOUNT OF \$177,256.00 FOR THE CIVIC CENTER ADA ACCESSIBILITY PROJECT, CIP NO. 19-45; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$26,588.40 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.
(Engineering/Public Works)

ACTION: Adopted. See above.

EQUIPMENT / VEHICLE PURCHASE ADMIN (209-1-1)

13. Resolution No. 2020-114. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY TO PIGGYBACK ONTO SOURCEWELL (FORMERLY "NATIONAL JOINT POWERS ALLIANCE") CONTRACT #120716-NAF WITH NATIONAL AUTO FLEET GROUP FOR THE PURCHASE AND BUILD-OUT OF ONE (1) 2020 FORD SUPER DUTY F-250 SRW (W2A) XL 2WD CREW CAB IN A NOT-TO-EXCEED AMOUNT OF \$44,649.19.
(Engineering/Public Works)

ACTION: Adopted. See above.

EQUIPMENT / VEHICLE PURCHASE ADMIN (209-1-1)

14. Resolution No. 2020-115. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY TO PIGGYBACK ONTO SOURCEWELL (FORMERLY "NATIONAL JOINT POWERS ALLIANCE") CONTRACT #120716-NAF WITH NATIONAL AUTO FLEET GROUP FOR THE PURCHASE AND BUILD-OUT OF ONE (1) 2020 FORD SUPER DUTY F-250 SRW XL 2WD CREW CAB IN A NOT-TO-EXCEED AMOUNT OF \$81,777.66.
(Engineering/Public Works)

ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

EQUIPMENT / VEHICLE PURCHASE ADMIN (209-1-1)

15. Resolution No. 2020-116. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY TO PIGGYBACK ONTO SOURCEWELL (FORMERLY "NATIONAL JOINT POWERS ALLIANCE") CONTRACT #120716-NAF WITH NATIONAL AUTO FLEET GROUP FOR THE PURCHASE AND BUILD-OUT OF ONE (1) 2020 FORD TRANSIT CARGO VAN IN A NOT-TO-EXCEED AMOUNT OF \$138,317.62. (Engineering/Public Works)

ACTION: Adopted. See above.

FINANCIAL MANAGEMENT (204-1-34)

16. Resolution No. 2020-117. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE ESTABLISHMENT OF A GENERAL FUND APPROPRIATION OF \$20,174.41 AND USE OF GENERAL FUND UNASSIGNED FUND BALANCE FOR CITYWIDE STREET LIGHT AND TRAFFIC SIGNAL KNOCKDOWN REPAIRS AND REPLACEMENTS PARTIALLY FUNDED BY REVENUES COLLECTED FROM RECOVERY LIABILITY CLAIMS. (Engineering/Public Works)

ACTION: Adopted. See above.

CONTRACT (C2016-58)

17. Resolution No. 2020-118. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND FINANCIAL CREDIT NETWORK, INC. FOR COLLECTION SERVICES, EXTENDING THE AGREEMENT TO JUNE 30, 2021. (Finance)

ACTION: Adopted. See above.

FINANCIAL MANAGEMENT 2019-2020 (204-1-34)

18. Investment Report for the quarter ended March 31, 2020. (Finance)

ACTION: Filed. See above.

WARRANT REGISTER JULY 2019 - JUNE 2020 (202-1-34)

19. Warrant Register #44 for the period of 4/22/20 through 4/28/20 in the amount of \$178,868.49. (Finance)

ACTION: Ratified. See above.

WARRANT REGISTER JULY 2019 - JUNE 2020 (202-1-34)

20. Warrant Register #45 for the period of 4/29/20 through 5/5/20 in the amount of \$2,528,145.34. (Finance)

ACTION: Ratified. See above.

CONSENT CALENDAR (cont.)

WARRANT REGISTER JULY 2019 - JUNE 2020 (202-1-34)

21. Warrant Register #46 for the period of 5/6/20 through 5/12/20 in the amount of \$1,262,403.10. (Finance)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

EMERGENCY / DISASTER PLANNING ADMIN (301-1-1)

22. Resolution No. 2020-119. PUBLIC HEARING AND ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ESTABLISHING APPROPRIATIONS AND CORRESPONDING REVENUE BUDGET FOR \$464,017 IN CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT FUNDING TO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) GRANT ACTIVITIES, AND AUTHORIZING THE SUBMISSION OF THE FIRST AMENDMENT TO THE 2019-2020 ACTION PLAN THAT INCORPORATES THE CDBG-CV FUNDED ACTIVITIES INTO SAID ACTION PLAN FOR ACCEPTANCE BY U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD). (Housing Authority)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Cano, seconded by Rios, to adopt the Resolution. Carried by unanimous vote.

NON CONSENT RESOLUTIONS

CONTRACT (C2018-40)

23. Resolution No. 2020-120. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND EXOS COMMUNITY SERVICES, LLC TO PROVIDE AQUATIC PROGRAMS AND SERVICES AT LAS PALMAS POOL LOCATED AT 1800 EAST 22ND STREET FOR A TERM OF ONE YEAR ENDING JUNE 30, 2021, AND 2) AUTHORIZING THE CITY MANAGER TO EXECUTE THE SERVICE AGREEMENT WITH EXOS. (Community Services)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Cano, seconded by Quintero, to adopt the Resolution. Carried by unanimous vote.

NON CONSENT RESOLUTIONS (cont.)

FINANCIAL MANAGEMENT 2020-2021 (204-1-35)

24. Resolution No. 2020-121. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADOPTING A BUDGET FOR FISCAL YEAR 2021. (Finance)

RECOMMENDATION: Adopt the budget.

TESTIMONY: Dan Vasquez urged consideration be given to defunding the Police Department.

Coyote Moon, National City, urged a review of the Police Department Budget.

ACTION: Motion by Cano, seconded by Morrison, to adopt the Resolution. Carried by unanimous vote.

FINANCIAL MANAGEMENT 2020-2021 (204-1-35)

25. Resolution No. 2020-122. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2021 IN THE AMOUNT OF \$67,397,825. (Finance)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Cano, seconded by Quintero, to adopt the Resolution. Carried by unanimous vote.

EMERGENCY / DISASTER PLANNING ADMIN (301-1-1)

26. Resolution No. 2020-123. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY EXTENDING THE URGENCY ORDINANCE ENACTING A TEMPORARY MORATORIUM ON EVICTIONS DUE TO NON-PAYMENT OF RENT FOR RESIDENTIAL AND COMMERCIAL TENANTS AS A RESULT OF THE STATE OF EMERGENCY RELATED TO THE NOVEL CORONAVIRUS DISEASE, COVID-19, THROUGH AUGUST 31, 2020 FROM JUNE 30, 2020. (Housing Authority)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: Molly Kincade, submitted comments on behalf of the Southern California Rental Housing Association, to urge the Council to take action to provide direct rental assistance to renters as has been done by other jurisdictions.

ACTION: Motion by Cano, seconded by Quintero, to adopt the Resolution. Carried by unanimous vote.

NON CONSENT RESOLUTIONS (cont.)

CONTRACT (C2020-45)

27. Resolution No. 2020-124. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NATIONAL CITY AND THE SOUTH COUNTY ECONOMIC DEVELOPMENT COUNCIL TO ADMINISTER SMALL BUSINESS LOANS TO SUPPORT THE RECOVERY OF LOCAL RETAIL OUTLETS AND RESTAURANTS DEVASTATED BY ECONOMIC IMPACTS FROM COVID-19. (City Manager)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Morrison, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

LABOR RELATIONS – CITY CLERK (605-9-1)

28. Resolution No. 2020-125. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING THE COMPENSATION OF THE CITY CLERK. (City Manager)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Quintero, to adopt the Resolution. Carried by unanimous vote.

ELECTION NOV 2020 ADMIN (505-7-10)

29. Resolution No. 2020-126. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020, FOR THE ELECTION OF TWO MEMBERS OF THE CITY COUNCIL, A CITY TREASURER AND A CITY CLERK, AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES. (City Clerk)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Quintero, to adopt the Resolution. Carried by unanimous vote.

NON CONSENT RESOLUTIONS (cont.)

ELECTION NOV 2020 ADMIN (505-7-10)

30. Resolution No. 2020-127. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE. (City Clerk)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Morrison, to adopt the Resolution. Carried by unanimous vote.

ELECTION NOV 2020 ADMIN (505-7-10)

31. Resolution No. 2020-128. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS OF QUALIFICATIONS SUBMITTED TO THE VOTERS AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020. (City Clerk)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: NONE.

ACTION: Motion by Rios, seconded by Quintero, to adopt the Resolution. Carried by unanimous vote.

NEW BUSINESS

CONDITIONAL USE PERMITS 2020 (403-32-4)

32. Notice of Decision – Planning Commission approval of a Conditional Use Permit (CUP) for the off-site sale of beer, wine, and distilled spirits at a proposed convenience store (7-Eleven) to be located at 110 National City Blvd. (Applicant: Steven Pollock) (Case File No. 2020-05 CUP) (Planning)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Quintero, seconded by Cano, to set it for Public Hearing. Second withdrawn.

Motion by Quintero, seconded by Sotelo-Solis, to set it for Public Hearing. Carried by the following vote, to-wit: Ayes: Morrison, Quintero, Sotelo-Solis. Nays: Cano, Rios. Abstain: None. Absent: None.

STAFF REPORTS

33. Paradise Creek Community Garden Update. (Community Services)
34. COVID-19 Update. (City Manager)

MAYOR AND CITY COUNCIL

Member Quintero reminded everyone that the City Council agreed to meet during the recess if there was a need or emergency and spoke of the importance of continuing to work on the census.

Member Morrison responded to the Public Comments made at the beginning of the meeting regarding his recent posting on social media. Council Member Morrison said several misstatements were made about what was done and said. He acknowledged and apologized for the inappropriate use of one word in his posting.

Member Cano suggested adding an additional page of information to the Tool Kit that is posted on our web page to assist renters and landlords.

Vice Mayor Rios thanked all City staff out on the front lines keeping the City functioning during these difficult times.

Mayor Sotelo-Solis reported that, through the US Conference of Mayors, she was able to procure 5,000 masks for business and emergency workers.

Mayor Sotelo-Solis said she was disappointed with the comments Councilmember Morrison made in response to the Public Comments at the beginning of the meeting regarding his social media post. She said she believed the City's Code of Ethics was violated and it is important to show strong disapproval of Councilmember Morrison's conduct. Mayor Sotelo-Solis proposed the following actions be taken: "1) You are admonished in that we find your conduct not to be in compliance with the standards of a National City Council Member and ordered to refrain in the future from conducting yourself in a manner that brings disrespect or hurts a member of the public; 2) I ask you to issue an apology via social media recognizing the hurt and confusion the meme may have caused and; 3) you are hereby removed from the San Diego Association of Governments (SANDAG) Board as third alternate".

Motion by Sotelo-Solis, seconded by Rios, to have the City Council accept the three proposed actions for Councilmember Morrison's violations.

Councilmember Morrison said the motion is not something that can legally be put on the agenda because the public has no way of discussing it.

MAYOR AND CITY COUNCIL (cont.)

Motion by Sotelo-Solis, seconded by Rios, to take a five minute recess and to extend the ending time of the meeting. Motion carried by unanimous vote.

The meeting recessed at 10:28 p.m.

The meeting reconvened at 10:35 p.m. All members were present.

City Attorney Morris-Jones advised Member Morrison to abstain on the primary motion on the floor.

The original motion, to have the City Council accept the three proposed actions for Councilmember Morrison's violations carried by the following vote, to-wit: Ayes: Quintero, Rios, Sotelo-Solis. Nays: Morrison, Abstain: Cano. Absent: None.

CLOSED SESSION REPORT

City Attorney Morris-Jones reported that, with regards to the labor relations matter, pending litigation matters, and claim, staff was given direction on all matters by a 5 to 0 vote. Item number 4 was informational and no action was taken. (See attached Exhibit 'L')

ADJOURNMENT

The meeting was adjourned in honor of Julie Hammel.

Motion by Rios, seconded by Quintero, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, August 4, 2020 at 6:00 p.m. at the Council Chambers, National City, California. Carried by unanimous vote.

The meeting closed at 10:43 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of December 1, 2020.

Mayor

DRAFT DRAFT DRAFT
**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF NATIONAL CITY
ONLINE MEETING ONLY**

August 4, 2020

The Special Meeting of the City Council of the City of National City was called to order at 5:04 p.m. by Mayor / Chairwoman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Cano, Morrison, Quintero, Rios, Sotelo-Solis.
Administrative Officials present: Morris-Jones, Pedone, Raulston, Winney.

OPEN SESSION

PUBLIC COMMENT - None.

CLOSED SESSION

1. Conference with Legal Counsel – Pending Litigation: Case No. 37-2019-00065503-CU-PO-CTL
Existing Litigation under Government Code Section 54956.9(d)(1)
Chicano Federation of San Diego County, Inc. v. City of National City
2. Conference with Legal Counsel – Potential Litigation: Three Cases
Potential Litigation Pursuant to Governmental Code Section 54956.9(e)(1)

CLOSED SESSION REPORT AT THE END OF THE REGULAR MEETING

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, August 4, 2020, 6:00 p.m., City Council Chambers, Civic Center – National City, California.

City Clerk

The foregoing minutes were approved at the Regular Meeting of December 1, 2020.

Mayor

DRAFT DRAFT DRAFT
MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY
ONLINE ONLY MEETING

August 4, 2020

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:12 p.m. by Mayor / Chairman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Cano, Morrison, Quintero, Rios, Sotelo-Solis.
Administrative Officials present: Dalla, Morris-Jones, Parra, Raulston, Roberts, Tellez, Vergara, Williams, Winney, Yano.

PLEDGE OF ALLEGIANCE TO THE FLAG

ADJOURNING IN HONOR

Mayor Sotelo-Solis announced that the meeting would be adjourned in memory of Mr. Octaviano Quintero, the father of Councilmember Gonzalo Quintero. Councilmember Quintero read a brief biography of his late father.

PUBLIC COMMENTS (Read into the Record)

David Ozua, National City, spoke about problems he and his neighbors are experiencing from a business in their neighborhood.

Ted Godshalk, National City offered comments and suggestions for improving the format and conduct of City Council meetings in light of restrictions and limitations resulting from the COVID 19 pandemic.

Becky Rapp requested the City Council write a letter of support for SB 793 dealing with limitations on tobacco related products.

Ed Nieto, National City, requested the City change the format of Council Meetings to allow in-person public participation.

Beverly Bingham, National City, discussed excessive speed on 16th Street where she lives and a vacant lot in her neighborhood with weeds and trash.

Kelly McCormick, spoke about the dangers of second hand smoke and marijuana.

AWARDS AND RECOGNITIONS

AWARDS & RECOGNITIONS 2020 (102-10-15)

1. Employee of the Quarter 2020 - Officer Ashley Cummins. (Police)
2. Employee Service Recognition - Jeffrey W. Rouston, Senior Equipment Operator. (Engineering/Public Works)

INTERVIEWS / APPOINTMENTS

BOARDS & COMMISSIONS ADMIN (101-1-1)

3. Interviews and Appointments: Various Boards and Committees. (City Clerk)

RECOMMENDATION: Interview and appoint as desired.

TESTIMONY: Ricardo Perez, Natalie Limbaga and Zachariah Trujillo appeared for interview.

ACTION: Motion by Sotelo-Solis, seconded by Cano, to appoint Natalie Limbaga to the Veterans and Military Families Advisory Committee. Carried by unanimous vote.

Ballots were distributed for the vacancy on the Planning Commission. Ricardo Sanchez received four votes (Cano, Morrison, Quintero and Rios). Zachariah Trujillo received one vote (Sotelo-Solos). Ricardo Sanchez was declared duly appointed to the Planning Commission. Mr. agreed to relinquish his position on the Traffic Safety Committee.

Motion by Sotelo-Solis, seconded by Morrison, to reappoint Christine Stein to the Community and Police Relations Commission. Carried by unanimous vote.

CITY COUNCIL

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 4 (NCCMC), Item Nos. 5 through 17 (Resolution No. 2020-129 through 2020-141), Item No. 18 (Sales Tax Update), Item Nos. 19 through 25 (Warrant Registers). Motion by Cano, seconded by Quintero, to approve the Consent Calendar, except for Item Nos. 11 and 18. Carried by unanimous vote.

MUNICIPAL CODE 2020 (506-2-35)

4. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES OR RESOLUTIONS THAT ARE HAVING A PUBLIC HEARING CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES OR RESOLUTIONS SHALL BE INTRODUCED

CONSENT CALENDAR (cont.)
MUNICIPAL CODE 2020 (continued)

AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (CITY CLERK)

ACTION: Approved. See above.

GRANT / PUBLIC SAFETY (206-4-27)

5. Resolution No. 2020-129. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE ACCEPTANCE OF ANNUAL GRANT FUNDS & THE ESTABLISHMENT OF AN APPROPRIATION AND CORRESPONDING REVENUE BUDGET FOR THE REGIONAL REALIGNMENT RESPONSE GROUP (R3) BASED UPON A MEMORANDUM OF AGREEMENT SIGNED BY THE CHIEF OF POLICE PURSUANT TO COUNCIL RESOLUTION 2019-109 BETWEEN THE NATIONAL CITY POLICE DEPARTMENT, THE COUNTY OF SAN DIEGO (SAN DIEGO SHERIFF'S DEPARTMENT AND PROBATION DEPARTMENT) AND MUNICIPAL LAW ENFORCEMENT AGENCIES THROUGHOUT THE COUNTY FOR SUPPORT OF R3G OPERATIONS IN THE AMOUNT OF \$67,000. (Police)

ACTION: Adopted. See above.

6. **GRANT / PUBLIC SAFETY (206-4-27)**

Resolution No. 2020-130. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ACCEPTING FUNDS IN THE AMOUNT OF \$2,500 FROM THE 2020 SDG&E SAFE SAN DIEGO INITIATIVE THROUGH THE BURN INSTITUTE, A 501(C)(3) NON-PROFIT ORGANIZATION, FOR THE NATIONAL CITY COMMUNITY EMERGENCY RESPONSE TEAM (CERT) TO RECRUIT, ADMINISTER, AND PROMOTE CERT TRAINING IN NATIONAL CITY, AND AUTHORIZING THE ESTABLISHMENT OF A REIMBURSABLE GRANTS CITY-WIDE FUND APPROPRIATION AND CORRESPONDING REVENUE BUDGET. (Fire)

ACTION: Adopted. See above.

FIRE DEPARTMENT ADMINISTRATION (305-1-1)

7. Resolution No. 2020-131. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE CHIEF OF EMERGENCY SERVICES OF THE NATIONAL CITY FIRE DEPARTMENT REGARDING THE INSPECTION OF CERTAIN OCCUPANCIES REQUIRED TO PERFORM ANNUAL INSPECTIONS IN SUCH OCCUPANCIES PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE. (Fire)

ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

ENGINEERING / PW DEPT - GRANTS / REPORTS ADMIN (1104-1-1)

8. Resolution No. 2020-132. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) RATIFYING ACCEPTANCE OF FUNDS IN THE TOTAL AMOUNT OF \$15,542 AWARDED TO THE CITY OF NATIONAL CITY FROM THE BEVERAGE CONTAINER RECYCLING CITY/COUNTY PAYMENT PROGRAM FROM THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) FOR FY20 TO IMPLEMENT RECYCLING PROJECTS AND PROGRAMS SUCH AS BEVERAGE RECYCLING CONTAINERS IN CITY PARKS, CLEAN-UP ACTIVITIES, AND EDUCATIONAL MATERIALS; 2) AUTHORIZING THE ACCEPTANCE OF THE BEVERAGE CONTAINER RECYCLING CITY/COUNTY PAYMENT PROGRAM FUNDS FOR \$15,542 AND THE ESTABLISHMENT OF THE TRASH RATE STABILIZATION FUND APPROPRIATION OF \$15,542 AND CORRESPONDING REVENUE BUDGET FOR THE IMPLEMENTATION OF RECYCLING PROJECTS AND PROGRAMS. (Engineering/Public Works)

ACTION: Adopted. See above.

CONTRACT (C2018-36)

9. Resolution No. 2020-133. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) AWARDED A CONTRACT TO SELECT ELECTRIC, INC. IN THE AMOUNT OF \$367,994.00 FOR THE FIBER OPTIC TRAFFIC SIGNAL INTERCONNECT EXPANSION, PHASE II PROJECT, CIP NO. 19-08; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$55,199.10 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT. (Engineering/Public Works)

ACTION: Adopted. See above.

CONTRACT (C2020-48)

10. Resolution No. 2020-134. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) AWARDED A CONTRACT TO HMS CONSTRUCTION, INC. IN THE AMOUNT OF \$215,000 FOR THE PEDESTRIAN ADA IMPROVEMENTS PROJECT, CIP NO. 19-09; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$32,250 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT. (Engineering/Public Works)

ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

ENGINEERING / PW GRANTS / REPORTS ADMIN (1104-1-1)

11. Resolution No. 2020-135. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY RATIFYING THE ESTABLISHMENT OF AN ENGINEERING GRANTS FUND APPROPRIATION OF \$900,000 AND CORRESPONDING REVENUE FOR THE DESIGN AND ENTITLEMENT COSTS OF THE BAYSHORE BIKEWAY SEGMENT FIVE PROJECT FUNDED BY THE PORT OF SAN DIEGO. (Engineering/Public Works)

TESTIMONY: Mitch Beauchamp and Michael Redding, National City submitted written testimony against the Resolution.

ACTION: Motion by Rios, seconded by Morrison, to adopt the Resolution. Carried by unanimous vote.

DEED (D2020)

12. Resolution No. 2020-136. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ACCEPTING AND AUTHORIZING THE MAYOR TO SIGN A STREET EASEMENT FROM FAMILY HEALTH CENTERS OF SAN DIEGO, INC., THE OWNERS OF THE PROPERTY AT 1000 EUCLID AVENUE, FOR THE INSTALLATION OF A RETAINING WALL THAT IS REQUIRED IN ORDER TO INSTALL A SAN DIEGO GAS AND ELECTRIC COMPANY METER PEDESTAL TO SUPPLY POWER TO THE CITY'S NEW TRAFFIC SIGNAL. (Engineering/Public Works)

ACTION: Adopted. See above.

HISTORIC SITES LIST ADMIN / REVENUE & TAXATION ADMIN (405-10-1 / 205-2-1)

13. Resolution No. 2020-137. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A MILLS ACT HISTORIC PRESERVATION CONTRACT FOR 540 "E" AVENUE. (Applicant: Teresa McNeil) (Case File 2020-10 M) (Planning)

ACTION: Adopted. See above.

LAROR RELATIONS MEA MOU 2016-2020 (605-4-14)

14. Resolution No. 2020-138. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF NATIONAL CITY AND THE NATIONAL CITY MUNICIPAL EMPLOYEES' ASSOCIATION (NCMEA). (Human Resources)

ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

LABOR RELATIONS EXEC / MGMT EMPLOYEES (605-2-1)

15. Resolution No. 2020-139. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING A ONE-TIME NON-PERSABLE \$2,000 STIPEND TO THE MEMBERS OF THE EXECUTIVE, MANAGEMENT, AND CONFIDENTIAL GROUPS. (Human Resources)

ACTION: Adopted. See above.

LABOR RELATIONS CITY CLERK (605-9-1)

16. Resolution No. 2020-140. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE ADDITION OF DEPUTY CITY CLERK TO THE MANAGEMENT EMPLOYEE GROUP SALARY SCHEDULE. (Human Resources)

ACTION: Adopted. See above.

LABOR RELATIONS PART TIME TEMP SEASONAL (605-7-3)

17. Resolution No. 2020-141. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE ADDITION OF PART-TIME CALL TAKER TO THE PART-TIME AND SEASONAL POSITIONS SALARY SCHEDULE (HOURLY RATE) PT135: \$19.88 - \$24.17. (Human Resources)

ACTION: Adopted. See above.

FINANCIAL MANAGEMENT 2020-2021 (204-1-35)

18. National City Sales Tax Update Newsletter – First Quarter 2020. (Finance)

ACTION: Motion by Cano, seconded by Quintero, to accept and file. Carried by unanimous vote.

WARRANT REGISTER JULY 2019 - JUNE 2020 (202-1-34)

19. Warrant Register #47 for the period of 5/7/20 through 5/19/20 in the amount of \$2,031,999.49. (Finance)

ACTION: Ratified. See above.

WARRANT REGISTER JULY 2019 - JUNE 2020 (202-1-34)

20. Warrant Register #48 for the period of 5/20/20 through 5/26/20 in the amount of \$333,294.03. (Finance)

ACTION: Ratified. See above.

CONSENT CALENDAR (cont.)

WARRANT REGISTER JULY 2019 - JUNE 2020 (202-1-34)

21. Warrant Register #49 for the period of 5/27/20 through 6/2/20 in the amount of \$2,643,743.80. (Finance)
ACTION: Ratified. See above.

WARRANT REGISTER JULY 2019 - JUNE 2020 (202-1-34)

22. Warrant Register #50 for the period of 6/3/20 through 6/9/20 in the amount of \$610,081.95. (Finance)
ACTION: Ratified. See above.

WARRANT REGISTER JULY 2019 - JUNE 2020 (202-1-34)

23. Warrant Register #51 for the period of 6/10/20 through 6/16/20 in the amount of \$1,722,877.48. (Finance)
ACTION: Ratified. See above.

WARRANT REGISTER JULY 2019 - JUNE 2020 (202-1-34)

24. Warrant Register #52 for the period of 6/17/20 through 6/23/20 in the amount of \$633,356.04. (Finance)
ACTION: Ratified. See above.

WARRANT REGISTER JULY 2019 - JUNE 2020 (202-1-34)

25. Warrant Register #53 for the period of 6/24/20 through 6/30/20 in the amount of \$2,081,628.61. (Finance)
ACTION: Ratified. See above.

PUBLIC HEARINGS

CONDITIONAL USE PERMITS 2020 (403-32-4)

26. Resolution No. 2020-142. Public Hearing and adoption of a Resolution regarding a Conditional Use Permit (CUP) for the off-site sale of alcohol and a Consistency Review for a new 7-Eleven to be located at 110 National City Blvd. (Applicant: Steven Pollock) (Case File No. 2020-05 CUP, DSP) (Planning)

RECOMMENDATION: To adopt the Resolutions subject to the recommended conditions of approval.

TESTIMONY: Andy Zimbalist, National City, spoke in opposition.

ACTION: Motion by Rios, seconded by Morrison, to close the Public Hearing. Carried by unanimous vote.

Motion by Rios, seconded by Quintero, to adopt the Resolution. Carried by unanimous vote.

NON CONSENT RESOLUTIONS

CONTRACT (C2020-49)

27. Resolution No. 2020-143. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A MAINTENANCE AND OPERATING AGREEMENT FOR A COMMUNITY GARDEN AT PARADISE CREEK PARK BETWEEN THE CITY OF NATIONAL CITY AND ICF CENTER FOR CROSS BORDER PHILANTHROPY, D.B.A. OLIVEWOOD GARDENS AND LEARNING CENTER, TO OPERATE A COMMUNITY GARDEN TO BENEFIT THE WELL-BEING OF NATIONAL CITY RESIDENTS, LOCATED ON THE NORTHERN HALF OF PARADISE CREEK PARK, FOR A TERM OF ONE YEAR WITH THE OPTION TO EXTEND UP TO TWO ADDITIONAL TWO YEAR TERMS. (Community Services)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Quintero, to adopt the Resolution. Carried by the following vote, to-wit: Ayes: Cano, Quintero, Rios, Sotelo-Solis. Nays: Morrison. Abstain: None. Absent: None.

CITY MANAGER / REPORTS ADMIN (1104-1-12)

28. PROPOSAL FROM OLIVEWOOD GARDENS AND LEARNING CENTER TO LAUNCH A COVID-19 IMMUNITY BOOSTING AND WELLNESS PROGRAM. (City Manager)

RECOMMENDATION: No recommendation.

TESTIMONY: Joan Rincon, National City, submitted written comments in opposition.

ACTION: No action taken.

MUNICIPAL CODE 2020 (506-2-35)

29. Resolution No. 2020-144. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY EXTENDING THE URGENCY ORDINANCE ENACTING A TEMPORARY MORATORIUM ON EVICTIONS DUE TO NON-PAYMENT OF RENT FOR RESIDENTIAL AND COMMERCIAL TENANTS AS A RESULT OF THE STATE OF EMERGENCY RELATED TO THE NOVEL CORONAVIRUS DISEASE, COVID-19, THROUGH SEPTEMBER 30, 2020 FROM AUGUST 31, 2020. (Housing Authority)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Quintero, to adopt the Resolution. Carried by unanimous vote.

NON CONSENT RESOLUTIONS (cont.)

EMERGENCY / DISASTER PLANNING ADMIN (301-1-1)

30. Resolution No. 2020-145. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) RATIFYING THE CITY MANAGER'S EXECUTION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NATIONAL CITY AND THE SAN DIEGO UNIFIED PORT DISTRICT FOR THE CITY'S ADMINISTRATION OF PROGRAMS TO RESIDENTS IMPACTED BY THE FIRE ABOARD THE USS BONHOMME RICHARD; 2) RATIFYING THE CITY MANAGER'S EXECUTION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NATIONAL CITY AND 211 SAN DIEGO FOR PROGRAM SERVICES; 3) AUTHORIZING THE ACCEPTANCE OF \$200,000 FROM THE PORT OF SAN DIEGO; AND 4) AUTHORIZING THE ESTABLISHMENT OF A \$200,000 GENERAL FUND APPROPRIATION AND CORRESPONDING REVENUE BUDGET FOR THE ADMINISTRATION OF THE PROGRAMS. (City Manager)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Quintero, to adopt the Resolution. Carried by unanimous vote.

EMERGENCY / DISASTER PLANNING ADMIN (301-1-1)

31. Resolution No. 2020-146. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE CREATION OF AN AD HOC COMMITTEE TO ADDRESS DISASTER RESPONSE TO THE USS BONHOMME RICHARD FIRE. (City Manager)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Quintero, to adopt the Resolution. Carried by unanimous vote.

Mayor Sotelo-Solis appointed herself and Member Rios to the Ad Hoc Committee.

EMERGENCY / DISASTER PLANING ADMIN (301-1-1)

32. Resolution No. 2020-147. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY CONFIRMING AND RATIFYING AN ORDER OF THE EMERGENCY SERVICES DIRECTOR RELAXING CERTAIN REGULATIONS RELATED TO OUTDOOR USE BY RESTAURANTS, PLACES OF WORSHIP, AND PERSONAL SERVICES BUSINESSES DUE TO THE COVID-19 PANDEMIC. (Planning)

RECOMMENDATION: Adopt the Resolution.

NON CONSENT RESOLUTIONS (cont.)

EMERGENCY / DISASTER PLANING ADMIN (301-1-1)

TESTIMONY: Jovita Arellano, Institute for Public Safety, asked some clarifying questions.

ACTION: Motion by Quintero, seconded by Morrison, to adopt the Resolution. Carried by unanimous vote.

PROPERTY TAX RATE BONDED INDEBTEDNESS ADMIN (205-2-2)

33. Resolution No. 2020-148. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY REDUCING THE PROPERTY TAX RATE FOR THE LIBRARY GENERAL OBLIGATION BONDS FOR FISCAL YEAR 2021 FROM 0.67 CENT PER \$100 OF ASSESSED VALUATION TO 0.59 CENT. (Finance)

RECOMMENDATION: Adopt the Resolution reducing the Property Tax rate for the Library General Obligation Bonds for Fiscal Year 2021 from 0.67 cents per \$100 of assessed valuation to 0.59 cents.

TESTIMONY: None.

ACTION: Motion by Quintero, seconded by Morrison, to adopt the Resolution. Carried by unanimous vote.

ACTION: Motion by Rios, seconded by Quintero, to extend the meeting time. Carried by the following vote, to-wit: Ayes: Cano, Quintero, Rios, Sotelo-Solis. Nays: Morrison. Abstain: None. Absent: None.

CITY COUNCIL ADMIN (102-16-1)

34. Resolution No. 2020-149. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY REPEALING THE JUNE 16, 2020 ADOPTION OF CENSURE TO LEGALLY BAR COUNCILMEMBER MORRISON'S THREATENED LAWSUIT AGAINST THE CITY AND THEREAFTER CONSIDER THE READOPTION OF THE CENSURE IN ITS ENTIRETY AS A SEPARATE AGENDA ITEM. (City Attorney)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: Three hundred and ten written comments were submitted in favor of Item No. 34 and against Item No. 35. Five written comments were read into the record in their entirety. Three Hundred identical letters were entered into the record by reference with all legible names read verbally into the record.

ACTION: Motion by Rios, seconded by Quintero, to adopt the Resolution. Carried by the following vote, to-wit: Ayes: Quintero, Rios, Sotelo-Solis. Nays: Cano, Morrison. Abstain: None. Absent: None.

NON CONSENT RESOLUTIONS (cont.)

CITY COUNCIL ADMIN (102-16-1)

35. Resolution No. 2020-150. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY READOPTING THE CENSURE OF COUNCILMEMBER RON MORRISON IN ITS ENTIRETY FOR VIOLATION OF CITY COUNCIL POLICY #119; SPECIFICALLY POLICY NOS. 2 AND 3, ENTITLED RESPECTIVELY AS CONDUCT AND ROLE MODELS. (City Attorney)
RECOMMENDATION: None.

CITY COUNCIL ADMIN (102-16-1)

35. Resolution No. 2020-150 (continued).
TESTIMONY: Three hundred and ten written comments were submitted in favor of Item No. 34 and against Item No. 35. Five written comments were read into the record in their entirety. Three Hundred identical letters were entered into the record by reference with all legible names read verbally into the record.
ACTION: Motion by Rios, seconded by Quintero, to adopt the Resolution. Carried by the following vote, to-wit: Ayes: Quintero, Rios, Sotelo-Solis. Nays: Cano, Morrison. Abstain: None. Absent: None.

NEW BUSINESS

CONDITIONAL USE PERMITS 2020 (403-32-4)

36. Notice of Decision – Planning Commission approval of a Conditional Use Permit (CUP) for indoor commercial recreation (basketball gym) located at 1840 Wilson Avenue, Suite 'A'. (Applicant: Justin Tate) (Case File No. 2020-08 CUP) (Planning)
RECOMMENDATION: Adopt the Notice of Decision.
TESTIMONY: None.
ACTION: Motion by Morrison, seconded by Quintero, to accept and file. Carried by unanimous vote.

STAFF REPORTS

37. Report to City Council on the 24th Street Transit-Oriented Development Overlay (TODO). (Planning)
38. Focused General Plan Update web-based public workshops and online survey. (Housing Authority)

STAFF REPORTS (cont.)

39. Police Chief Update. (Police)
Police Chief Tellez reported on upgrades and improvements to the Communications and Dispatch Center and the significant increases in calls for service and 911 calls experienced by the Police Department.
40. City Manager Report. (City Manager)
City Manager Raulston stated that while the City is always open to improving our meetings, in the near term it is most likely that for at least the remainder of the year things will be status quo.

MAYOR, CITY COUNCIL, AND OTHER ELECTED OFFICIALS

Member Cano suggested consideration be given to holding City Council meetings outside in Kimball Park.

Member Quintero thanked everyone on the dais for honoring the memory of his father and allowing him to share his life story and many accomplishments which also included volunteering to serve in the army during Viet Nam.

Member Morrison expressed his views on the Censure Resolutions (Item No. 34 and 35) and the Brown Act; said the thing that needs to be done is for the City Council and Attorney's Office to have an in depth class from an outside individual knowledgeable about the Brown Act so there is a better understanding of the law. Member Morrison requested that his copy of the Censure Resolution be suitable for framing "because a letter of censure from this Council and the way that you have shamed the City should be seen as a badge of honor and I will wear it as such".

Vice Mayor Rios expressed thanks to staff for all the work and information that went into the agenda and communicated to Member Morrison that she did feel threatened and offended by the comments he made before he left the Closed Session meeting and that the situation doesn't have to be the way it is if he didn't choose to make it so.

Mayor Sotelo-Solis spoke of the recent loss of family members and offered her deepest condolences and encouraged the availability of translation services at community meetings. The Mayor expressed thanks to everyone for engaging and said the City Council should ultimately hold themselves accountable and that their job isn't about themselves but about the community which is facing life and death scenarios with people dying from COVID 19. She encouraged people to pursue opportunities that engage, empower and bring positive change and expressed thanks to the Council for a good meeting were they lowered taxes and extended a moratorium on evictions.

CLOSED SESSION REPORT

City Attorney Angil Morris-Jones reported that in Closed Session, the City Council gave direction on one item by a 3-2 vote with members Cano and Morrison voting 'no'. (See attached Exhibit 'L')

ADJOURNMENT

The meeting was adjourned in honor of Mr. Octaviano Quintero, the father of Councilmember Gonzalo Quintero.

Motion by Rios, seconded by Cano, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, August 18, 2020 at 6:00 p.m. at the Council Chambers, National City, California. Carried by unanimous vote.

The meeting closed at 11:29 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of December 1, 2020.

Mayor

EXHIBIT 'L'



**AGENDA OF A SPECIAL MEETING
CITY COUNCIL OF THE CITY OF NATIONAL CITY**

**ZOOM MEETING
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA**

Special Meeting – Tuesday, August 04, 3030 – 5:00 P.M.

OPEN TO THE PUBLIC

OPEN SESSION

CALL TO ORDER

ROLL CALL

CLOSED SESSION

PUBLIC MAY COMMENT ON CLOSED SESSION AGENDA ITEMS.

1. Conference with Legal Counsel – Pending Litigation: Case No. 37-2019-00065503-CU-PO-CTL
Existing Litigation under Government Code Section 54956.9(d)(1)
Chicano Federation of San Diego County, Inc. v. City of National City
2. Conference with Legal Counsel – Potential Litigation: Three Cases
Potential Litigation Pursuant to Governmental Code Section 54956.9(e)(1)

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, August 4, 2020, 6:00 p.m., City Council Chambers, Civic Center – National City, California.

DRAFT DRAFT DRAFT
**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF NATIONAL CITY
ONLINE MEETING ONLY**

August 18, 2020

The Special Meeting of the City Council of the City of National City was called to order at 5:05 p.m. by Mayor / Chairwoman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Cano, Morrison, Quintero, Rios, Sotelo-Solis.
Administrative Officials present: Morris-Jones, Pedone, Raulston, Winney.

OPEN SESSION

PUBLIC COMMENT - None.

CLOSED SESSION

1. Conference with Legal Counsel – Pending Litigation
Existing Litigation under Government Code Section 54956.9(d)(1)

A) Justin Perez. v. City of National City, et al.
2. Personnel Matter – Government Code Section 54957(b)(1)
Public Employee Position – City Attorney Recruitment

CLOSED SESSION REPORT IS AT THE END OF THE REGULAR MEETING

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, August 18, 2020, 6:00 p.m., City Council Chambers, Civic Center – National City, California.

City Clerk

The foregoing minutes were approved at the Regular Meeting of December 1, 2020.

Mayo, California

DRAFT DRAFT DRAFT
MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY
ONLINE ONLY MEETING

August 18, 2020

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:10 p.m. by Mayor / Chairman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Cano, Morrison, Quintero, Rios, Sotelo-Solis.
Administrative Officials present: Dalla, Morris-Jones, Raulston, Williams, Winney, Yano.

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (SUBMITTED VIA EMAIL)

David Ozua, National City, related problems and complaint he and his neighborhood are experiencing with a neighboring tire business.

Barbara Gordon spoke of the dangers of tobacco, alcohol and marijuana on young people.

Joan Rincon, National City, shared her views on the use of CARES Act funding and partnerships with Olivewood Gardens and other non-profits.

AWARDS AND RECOGNITIONS

AWARDS & RECOGNITIONS 2020 (102-10-15)

1. California Parks and Recreation Society District 12 Most Valuable Part-time Person Awarded to Recreation Leader II, Carlos Carrillo. (Community Services)

PRESENTATIONS

HOUSING AUTHORITY 2020 (404-1-9)

2. Kimball and Morgan Towers Rehabilitation Project Completion Overview and Resident Engagement Programs. (Housing Authority)

FINANCIAL MANAGEMENT 2020-2021 (204-1-35)

3. Investment Portfolio - Chandler's Asset Management. (Finance)

CITY COUNCIL

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 4 (NCCMC), Item Nos. 5 through 14 (Resolution No. 2020-151 through 2020-160), Item Nos. 15 through 16 (Investment Transactions), Item Nos. 17 through 18 (Warrant Registers). Motion by Rios, seconded by Morrison, to approve the Consent Calendar, except for Item No. 10. Carried by unanimous vote.

MUNICIPAL CODE 2020 (506-2-35)

4. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES OR RESOLUTIONS THAT ARE HAVING A PUBLIC HEARING CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES OR RESOLUTIONS SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (City Clerk)

ACTION: Ratified. See above.

COUNCIL POLICY ADMINISTRATION (102-13-1)

5. Resolution No. 2020-151. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADOPTING CITY COUNCIL POLICY NO. 203, "INVESTMENTS," AS AMENDED, FOR FISCAL YEAR 2020, AMENDING SUBSECTION A, B, AND C OF SECTION XII AND APPENDIX I. (Finance)

ACTION: Adopted. See above.

COUNCIL POLICY ADMINISTRATION (102-13-1)

6. Resolution No. 2020-152. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING CITY COUNCIL POLICY NO. 104, SECTION III, MEETINGS, SUBSECTION L - ENTITLED "ADJOURNMENT" AS IT RELATES TO CLARIFYING THE REQUIREMENT OF A SUPER-MAJORITY VOTE TO EXTEND NORMAL ADJOURNMENT TIME. (City Attorney)

ACTION: Adopted. See above.

CITY-OWNED LAND / SALE (1001-1-1)

7. Resolution No. 2020-153. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS FOR THE SALE OF A 500 SQUARE FOOT PARCEL OF VACANT LAND LOCATED ALONG "A" AVENUE IN FRONT

CONSENT CALENDAR (cont.)

CITY-OWNED LAND / SALE (1001-1-1) (cont.)

OF 1837 "A" AVENUE IN NATIONAL CITY TO THE BETTY WINONA MCLINTOCK REVOCABLE TRUST. (Housing Authority)

ACTION: Adopted. See above.

GRANT / PUBLIC SAFETY (206-4-27)

8. Resolution No. 2020-154. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: (1) AUTHORIZING THE MAYOR TO EXECUTE THE STANDARD ASSURANCES FOR THE FY19 STATE HOMELAND SECURITY GRANT PROGRAM AND 2) APPROVING THE ESTABLISHMENT OF REIMBURSABLE GRANTS CITY-WIDE FUND APPROPRIATIONS AND CORRESPONDING REVENUE BUDGETS EACH IN AMOUNTS TOTALING \$52,621 FOR FY19 STATE HOMELAND SECURITY GRANT PROGRAM FUNDS FOR A REIMBURSABLE GRANT PURCHASE OF EQUIPMENT FOR THE POLICE AND FIRE DEPARTMENTS. (Fire)

ACTION: Adopted. See above.

CONTRACT (C2018-34)

9. Resolution No. 2020-155. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) ACCEPTING THE WORK PERFORMED BY HMS CONSTRUCTION, INC. FOR THE HIGHLAND AVENUE TRAFFIC SIGNAL MODIFICATIONS PROJECT, CIP NO. 18-03; 2) APPROVING THE FINAL CONTRACT AMOUNT OF \$852,179.47; 3) RATIFYING THE RELEASE OF RETENTION IN THE AMOUNT OF \$42,648.97; AND 4) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION FOR THE PROJECT. (Engineering/Public Works)

ACTION: Adopted. See above.

CONTRACT (C2020-50)

ENCROACHMENT AGREEMENT ADMIN (903-14-10)

10. Resolution No. 2020-156. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN ENCROACHMENT PERMIT AND AGREEMENT WITH CHRISTIAN DEVERA TO RENOVATE THE EXISTING CANOPY LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY ON E. 8TH STREET AS PART OF TENANT IMPROVEMENTS TO THE EXISTING COMMERCIAL BUILDING LOCATED AT 127 E. 8TH STREET (APN 556-332-22). (Engineering/Public Works)

CONSENT CALENDAR (cont.)

PARKING AND TRAFFIC CONTROL ADMIN 2020 (801-2-42)

ACTION: Motion by Rios, seconded by Cano, to adopt the Resolution. Carried by the following vote, to-wit: Ayes: Quintero, Rios, Sotelo-Solis. Nays: Cano, Morrison. Abstain: None. Absent: None.

PARKING AND TRAFFIC CONTROL ADMIN 2020 (801-2-42)

11. Resolution No. 2020-157. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGN IN

FRONT OF THE RESIDENCE LOCATED AT 448 E. 1ST STREET (TSC NO. 2020-06). (Engineering/Public Works)

ACTION: Adopted. See above.

PARKING AND TRAFFIC CONTROL ADMIN 2020 (801-2-42)

12. Resolution No. 2020-158. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF 40 FEET OF YELLOW CURB "COMMERCIAL LOADING" ON THE NORTH SIDE OF W. 23RD STREET, ADJACENT TO 2215 CLEVELAND AVENUE, TO ALLOW FOR LOADING OR UNLOADING OF MATERIALS (TSC NO. 2020-07). (Engineering/Public Works)

ACTION: Adopted. See above.

PARKING AND TRAFFIC CONTROL ADMIN 2020 (801-2-42)

13. Resolution No. 2020-159. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF THREE (3) MARKED PARALLEL "30-MINUTE" PARKING SPACES IN FRONT OF THE PROPERTIES LOCATED AT 127, 131-133 AND 135-139 E. 8TH STREET TO INCREASE PARKING TURNOVER FOR CUSTOMERS (TSC NO. 2020-08). (Engineering/Public Works)

ACTION: Adopted. See above.

PARKING AND TRAFFIC CONTROL ADMIN 2020 (801-2-42)

14. Resolution No. 160. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE EXTENSION OF THE EXISTING 45 FEET OF PARALLEL "2-HOUR" PARKING SPACES BY AN ADDITIONAL 35 FEET, FOR A TOTAL OF 80 FEET OF "2-HOUR" PARKING SPACES LOCATED IN FRONT OF THE PROPERTIES LOCATED AT 2928-2940 E. 8TH STREET TO INCREASE PARKING TURNOVER FOR CUSTOMERS (TSC No. 2020-09). (Engineering/Public Works)

ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

FINANCIAL MANAGEMENT 2019-2020 (204-1-34)

15. Investment transactions for the month ended April 30, 2020. (Finance)
ACTION: Filed. See above.

FINANCIAL MANAGEMENT 2019-2020 (204-1-34)

16. Investment transactions for the month ended May 31, 2020. (Finance)
ACTION: Filed. See above.

WARRANT REGISTER JULY 2020 – JUNE 2021 (204-1-35)

17. Warrant Register #1 for the period of 7/1/20 through 7/7/20 in the amount of \$2,514,339.98. (Finance)
ACTION: Ratified. See above.

WARRANT REGISTER JULY 2020 – JUNE 2021 (204-1-35)

18. Warrant Register #2 for the period of 7/8/20 through 7/14/20 in the amount of \$1,468,546.29. (Finance)
ACTION: Ratified. See above.

NON CONSENT RESOLUTIONS

EMERGENCY / DISASTER PLANNING ADMIN (301-1-1)

19. Resolution No. 2020-161. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY EXTENDING AND MODIFYING THE CURRENT TEMPORARY COVID-19 PERMIT EXTENSION PROGRAM FOR HOME OWNERS AND BUSINESS OWNERS SET TO EXPIRE ON AUGUST 31, 2020 AND EXTENDING UNTIL DECEMBER 31, 2020. (Community Development)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Cano, seconded by Rios, to adopt the Resolution. Carried by unanimous vote.

MUNICIPAL CODE 2020 (506-2-35)

20. Resolution No. 2020-162. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING THE URGENCY ORDINANCE ENTITLED “URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY (1) ENACTING A TEMPORARY MORATORIUM ON EVICTIONS WITHIN THE CITY OF NATIONAL CITY DUE TO NONPAYMENT OF RENT FOR RESIDENTIAL AND COMMERCIAL TENANTS ARISING OUT OF A SUBSTANTIAL DECREASE IN INCOME OR SUBSTANTIAL OUT-OF-POCKET

NON CONSENT RESOLUTIONS (cont.)

MUNICIPAL CODE 2020 (506-2-35)

MEDICAL EXPENSES RESULTING FROM THE NOVEL CORONAVIRUS (COVID-19), GOVERNMENTAL RESPONSE TO COVID-19, OR OTHER FINANCIAL REASON RELATED TO COVID-19 PURSUANT TO CALIFORNIA GOVERNOR EXECUTIVE ORDER N-28-20 AND N-37-20; AND (2) SUSPENDING FORECLOSURE REMEDIES THAT COULD LEAD TO EVICTION UNDER SIMILAR CIRCUMSTANCES PURSUANT TO CALIFORNIA GOVERNOR EXECUTIVE ORDER N-28-20" TO EXTEND THE TIME FOR REPAYMENT OF UNPAID RENT TO DECEMBER 31, 2020 FROM SEPTEMBER 17, 2020. (Housing Authority)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Cano, seconded by Rios, to adopt the Resolution. Carried by unanimous vote.

EMERGENCY / DISASTER PLANNING ADMIN (301-1-1)

21. Resolution No. 2020-163. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE USE OF \$446,940.99 IN HOME INVESTMENT PARTNERSHIP FUNDS PREVIOUSLY AWARDED TO SOUTH BAY COMMUNITY SERVICES AND AWARDED AND APPROPRIATING AN ADDITIONAL \$111,000 OF HOME FUNDS TO THE TENANT BASED RENTAL ASSISTANCE PROGRAM TO ASSIST LOW-INCOME NATIONAL CITY RESIDENTS WITH RENT REPAYMENT WHO HAVE COMPILED WITH THE REQUIREMENTS OF THE URGENCY ORDINANCE #2020-2479. (Housing Authority)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Cano, seconded by Rios, to adopt the Resolution. Carried by unanimous vote.

HOUSING AUTHORITY 2020 (404-1-9)

22. Resolution No. 2020-164. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY RATIFYING THE SUBMISSION OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) FOR THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM AND, IF AWARDED, ESTABLISHING AN APPROPRIATION AND CORRESPONDING REVENUE BUDGET FOR AN EMERGENCY RENTAL ASSISTANCE PROGRAM IN THE AMOUNT OF \$393,191 FOR THE FIRST PLHA PROGRAM YEAR. (Housing Authority)

NON CONSENT RESOLUTIONS (cont.)

HOUSING AUTHORITY 2020 (404-1-9)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: Joan Rincon, National City, expressed concerns and had questions about the selection process for recipients.

ACTION: Motion by Cano, seconded by Rios, to adopt the Resolution. Carried by unanimous vote.

NEW BUSINESS

TEMPORARY USE PERMITS 2020 (203-1-36)

23. Temporary Use Permit (TUP) - Request from Iglesia Metodista Libre Emanuel to conduct the Food Drive Thru event(s) at 2529 "D" Avenue on Saturdays at 10:00 a.m. with no waiver of fees. (Neighborhood Services)

RECOMMENDATION: Approve the TUP subject to compliance with all conditions of approval with a request for waiver of fees in accordance with City Council Policy 802.

TESTIMONY: Jose Rodrigues, National City, spoke in support of the TUP.

Thomas Sorrell, National City, spoke in support of waiving the permit fees.

Coyote Moon, National City, spoke in support of waiving the fees.

ACTION: Motion by Rios, seconded by Quintero, to approve the Temporary Use Permit with partial waiver of fees. Carried by unanimous vote.

STREET VACATION ADMIN 2020 (902-26-8)

24. A Request to Initiate a Street Vacation of a portion of Harrison Avenue between West 18th and 19th streets, and the westerly 40 feet of West 18th Street north of Harrison Avenue. (Applicant: Charles Keltner for Burlington Northern and Santa Fe (BNSF) Railway Company). (Case File No. 2020-09 SC) (Planning)

RECOMMENDATION: Initiate the Street Vacation.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Morrison, to approve the request to initiate a Street Vacation. Carried by unanimous vote.

MUNICIPAL CODE 2020 (506-2-35)

25. Seeking direction from the City Council of the City of National City regarding repeal of Section 16.09 of the National City Municipal Code in its entirety to dissolve the Veterans and Military Families Advisory Committee. (City Manager)

NEW BUSINESS (cont.)

MUNICIPAL CODE 2020 (506-2-35) (cont.)

RECOMMENDATION: Repeal Section 16.09 of the National City municipal Code in its entirety to dissolve the Veterans and Military Families Advisory Committee.

TESTIMONY: Natalie Limbaga, National City, criticized Mayor Sotelo-Solis for her actions regarding the committee.

Marianne Delatorre, National City, spoke against the dissolution of the Veterans and Military Families Advisory Committee.

ACTION: Motion by Morrison, second by Quintero, to continue with the Veterans and Military Families Committee but have staff bring back language to reduce the number and makeup of membership from the existing committee membership.

Substitute Motion by Rios, seconded by Sotelo-Solis, to approve staff recommendation and revisit the issue in six month with possible revisions to number and makeup of the membership.

Motion failed by the following vote, to-wit: Ayes: Rios, Sotelo-Solis. Nays: Cano, Quintero, Morrison. Abstain: None. Absent: None.

Original motion carried by unanimous vote.

LEAGUE OF CALIFORNIA CITIES ADMIN (104-2-1)

26. League of California Cities Annual Conference - Designation of Voting Delegate and Alternate(s). (City Manager)

RECOMMENDATION: Designate a voting delegate and up to two alternates to represent the City at the Annual Conference.

TESTIMONY: None.

ACTION: Member Sotelo-Solis and Rios have been appointed as primary delegates and City Manager Brad Raulston as alternate.

STAFF REPORTS

HOUSING AUTHORITY 2020 (404-1-9)

27. Report on the introduction of the Housing Strategic Plan process to the Housing Advisory Committee. (Housing Authority)

COUNCIL POLICY ADMINISTRATION (102-13-1)

28. Update on Upcoming Sponsored and Co-sponsored Special Events. (Community Services and Neighborhood Services)

PARKING AND TRAFFIC CONTROL ADMIN 2020 (801-2-42)

29. Parking Enforcement Update. (Neighborhood Services)

CITY MANAGER REPORTS ADMIN (1104-1-12)

EMERGENCY / DISASTER PLANNING ADMIN (301-1-1)

30. City Manager Report. (City Manager)
City Manager Raulston provided an update on the status of COVID 19 restrictions in San Diego County; reported that the City is expanding on-line services including residential permits, virtual learning opportunities and library lending and that the Library will once again be a ballot drop-off location for voters.

MEETING EXTENSION

Motion by Rios, seconded by Quintero, to extend the meeting time. Carried by unanimous vote.

MAYOR, CITY COUNCIL AND OTHER ELECTED OFFICIALS

City Clerk Dalla suggested pursuing a name change for the currently named 24th Street trolley Station since the station is no longer located on 24th Street but rather is on Mile of Cars Way and Bay Marina Drive.

Member Quintero thanked City Manager Raulston for bringing the opportunity of voting at the library.

Member Cano spoke about the passing of Mr. George Baca and his contribution to the community. He also suggested looking at ways to generate additional revenue by seeking donors for naming rights for the City Library.

Vice Mayor Rios commented on City Clerk Dalla's comment regarding the need for the name of the 24th Street Trolley Station to be corrected since it is no longer on 24th Street and she offered suggestions for residents to conserve energy to avoid blackouts.

Mayor Sotelo-Solis thanked the community for saving energy; encouraged people to volunteer to assist at food distribution centers and expressed appreciation for George Baca's contribution to the community as well as to the Baca Family.

CLOSED SESSION REPORT

City Attorney Angil Morris-Jones reported that in Closed Session, the City Council gave direction on an item by a 5-0 vote. (See attached Exhibit 'L')

ADJOURNMENT

The meeting was adjourned in memory of Mr. George Baca.

Motion by Cano, seconded by Quintero, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, August 18, 2020 at 6:00 p.m. at the Council Chambers, National City, California. Carried by unanimous vote.

The meeting closed at 10:34 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of December 1, 2020.

Mayor

EXHIBIT 'L'



AGENDA OF A SPECIAL MEETING

**CITY COUNCIL OF THE CITY OF NATIONAL CITY
ONLINE MEETING**

**Civic Center
1243 National City Boulevard
National City, California**

Special Meeting - Tuesday, August 18, 2020 – 5:00 p.m.

OPEN TO THE PUBLIC

OPEN SESSION

CALL TO ORDER

ROLL CALL

CLOSED SESSION

PUBLIC MAY COMMENT ON CLOSED SESSION AGENDA ITEMS.

1. Conference with Legal Counsel – Pending Litigation
Existing Litigation under Government Code Section 54956.9(d)(1)

A) Justin Perez. v. City of National City, et al.

2. Personnel Matter – Government Code Section 54957(b)(1)
Public Employee Position – City Attorney Recruitment

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, August 18, 2020, 6:00 p.m., City Council Chambers, Civic Center – National City, California.

DRAFT DRAFT DRAFT
**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF NATIONAL CITY
ONLINE MEETING ONLY**

September 1, 2020

The Special Meeting of the City Council of the City of National City was called to by Mayor / Chairwoman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Cano, Morrison, Quintero, Rios, Sotelo-Solis.
Administrative Officials present: Morris-Jones, Pedone, Raulston, Winney.

OPEN SESSION

PUBLIC COMMENT - None.

CLOSED SESSION

1. Personnel Matter – Government Code Section 54957(b)(1)
Public Employee Position – City Attorney Recruitment

2. Conference with Legal Counsel – Potential Litigation: One Case
Potential Litigation Pursuant to Governmental Code Section 54956.9(e) (

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, September 1, 2020, 6:00 p.m., City Council Chambers, Civic Center – National City, California.

City Clerk

The foregoing minutes were approved at the Regular Meeting of December 1, 2020.

Mayor

DRAFT DRAFT DRAFT
MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY
ONLINE ONLY MEETING

September 1, 2020

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:36 p.m. by Mayor / Chairman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Morrison, Quintero, Rios, Sotelo-Solis.

Council / Board members absent: Cano.

Administrative Officials present: Dalla, Morris-Jones, Raulston, Winney, Williams.

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS

Anita Brinkley, National City, expressed appreciation to Vice-Mayor Mona Rios and Engineering / Public Works staff for restoring street lighting and doing cleanup in her neighborhood.

Ted Godshalk, National City shared ideas on how to improve the city and the need to pursue employment opportunities for community youth.

Becky Rapp shared concerns about permitting marijuana businesses in the City.

Joan Rincon, National City expressed her displeasure with non-profit organizations operating in the City.

AWARDS AND RECOGNITIONS

AWARDS & RECOGNITIONS 2020 (102-10-15)

1. Employee Service Recognition - Ramon A. Canedo, Street Sweeper Operator. (Engineering/Public Works)

PRESENTATIONS

CITY COUNCIL MEETING PRESENTATIONS (102-10-15)

2. Free Food Distribution Partnership with Catholic Charities, San Ysidro Health, San Diego Food Bank and Feeding San Diego. (Appeswamy "Vino" Pajanor, CEO, Catholic Charities)

CITY COUNCIL MEETING PRESENTATIONS (102-10-15) (cont.)

3. Regional Tap Water Outreach Program. (Denise Vedder, Director of Public Affairs, San Diego County Water Authority)

BOARDS & COMMISSIONS ADMIN (101-1-1)

4. Interviews and Appointments: Various Boards and Committees. (City Clerk)

RECOMMENDATION: Interview and appoint as desired.

TESTIMONY: Zachariah Trujillo appeared for interview.

ACTION: Motion by Sotelo-Solis, seconded by Morrison, to appoint Zachariah Trujillo to the Traffic Safety Committee Carried by the following vote, to-wit: Ayes: Morrison, Quintero, Rios, Sotelo-Solis. Nays: None. Abstain: None. Absent: Cano.

CITY COUNCIL

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 5 (NCMC), Item Nos. 6 through 10 (Resolution No. 2020-165 through 2020-169), Item No. 11 (Investment Transactions), Item Nos. 12 through 13 (Warrant Registers). Motion by Quintero, seconded by Morrison, to approve the Consent Calendar. Carried by the following vote, to-wit: Ayes: Morrison, Quintero, Rios, Sotelo-Solis. Nays: None. Abstain: None. Absent: Cano.

MUNICIPAL CODE 2020 (506-2-35)

5. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES OR RESOLUTIONS THAT ARE HAVING A PUBLIC HEARING CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES OR RESOLUTIONS SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (City Clerk)

ACTION: Approved. See above.

CONTRACT (C2020-51)

6. Resolution No. 2020-165. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) AUTHORIZING THE MAYOR TO EXECUTE A THREE-YEAR AGREEMENT WITH ATLAS TECHNICAL CONSULTANTS, LLC FOR A NOT-TO-EXCEED AMOUNT OF \$2,000,000 TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP),

CONSENT CALENDAR (cont.)

CONTRACT (C2020-51)

INCLUDING, BUT NOT LIMITED TO, GEOTECHNICAL AND SOILS AND MATERIALS TESTING; AND 2) AUTHORIZING THE CITY MANAGER TO EXECUTE ANY PROJECT-SPECIFIC SUPPLEMENTAL AGREEMENTS, AS MAY BE REQUIRED FOR GRANT FUNDED PROJECTS. (Engineering/Public Works)

ACTION: Adopted. See above.

CONTRACT (C2020-52)

7. Resolution No. 2020-166. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) AUTHORIZING THE MAYOR TO EXECUTE A THREE-YEAR AGREEMENT WITH LEIGHTON CONSULTING, INC. FOR A NOT-TO-EXCEED AMOUNT OF \$2,000,000 TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, GEOTECHNICAL AND SOILS AND MATERIALS TESTING; AND 2) AUTHORIZING THE CITY MANAGER TO EXECUTE ANY PROJECT-SPECIFIC SUPPLEMENTAL AGREEMENTS, AS MAY BE REQUIRED FOR GRANT FUNDED PROJECTS. (Engineering/Public Works)

ACTION: Adopted. See above.

CONTRACT (C2009-82)

8. Resolution No. 2020-167. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) AUTHORIZING THE MAYOR TO EXECUTE A THREE-YEAR AGREEMENT WITH NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSULTANTS FOR A NOT-TO-EXCEED AMOUNT OF \$2,000,000 TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, GEOTECHNICAL AND SOILS AND MATERIALS TESTING; AND 2) AUTHORIZING THE CITY MANAGER TO EXECUTE ANY PROJECT-SPECIFIC SUPPLEMENTAL AGREEMENTS, AS MAY BE REQUIRED FOR GRANT FUNDED PROJECTS. (Engineering/Public Works)

ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

LAND USE PLANNING / MITIGATION (405-10-04)

9. Resolution No. 2020-168. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ACCEPTING THE COVENANT'S CONDITIONS AND RESTRICTIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND FILE THE LAND USE COVENANT AND AGREEMENT BETWEEN THE CITY OF NATIONAL CITY (CITY) AND THE DEPARTMENT OF TOXIC SUBSTANCES CONTROL (THE DEPARTMENT) FOR THE PROPERTY COMPRISING OF THE FOLLOWING ASSESSOR'S PARCEL NUMBERS: 559-104-10, 560-206-07, 560-391-05, 559-124-06, 559-125-16, AND 559-125-15, (FORMERLY THE NATIONAL CITY PUBLIC WORKS YARD PARK-SIDE) NOW PARADISE CREEK EDUCATIONAL PARK. (Engineering/Public Works)

ACTION: Adopted. See above.

CONTRACT (C2020-53)

10. Resolution No. 2020-169. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY WAIVING THE BID PROCESS PURSUANT TO SECTION 2.60.260 OF THE NATIONAL CITY MUNICIPAL CODE AND AUTHORIZING THE MAYOR TO EXECUTE A FIVE YEAR AGREEMENT WITH GRANICUS, LLC IN THE TOTAL NOT-TO-EXCEED AMOUNT OF \$112,856 TO UPGRADE AND SUPPORT GRANICUS WEBSITE CONTENT MANAGEMENT SYSTEM. (IT)

ACTION: Adopted. See above.

FINANCIAL MANAGEMENT 2019-2020 (204-1-34)

11. Investment Report for the quarter ended June 30, 2020. (Finance)

ACTION: Filed. See above.

WARRANT REGISTER JULY 2020 – JUNE 2021 (202-1-35)

12. Warrant Register #3 for the period of 7/15/20 through 7/21/20 in the amount of \$650,806.45. (Finance)

ACTION: Ratified. See above.

WARRANT REGISTER JULY 2020 – JUNE 2021 (202-1-35)

13. Warrant Register #4 for the period of 7/22/20 through 7/28/20 in the amount of \$2,209,092.95. (Finance)

ACTION: Adopted. See above.

Member Cano jointed the meeting at 7:44 p.m.

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

MUNICIPAL CODE (506-2-35)

14. Public Hearing and Introduction of an Ordinance of the City Council of the City of National City Amending the National City Municipal Code Section 16.09.010 of Chapter 16.09 of Title 16 by reducing and modifying the membership of the Veterans and Military Families Advisory Committee. (City Manager)

RECOMMENDATION: Introduce the Ordinance.

TESTIMONY: None.

ACTION: Motion by Quintero, seconded by Morrison, to close the Public Hearing. Carried by unanimous vote.

Motion by Morrison, seconded by Cano, to introduce the Ordinance and have a minimum of three (3) National City Residents out of the seven (7). No vote was taken.

Substitute Motion by Rios, seconded by Quintero, to adopt a substitute motion to approve staff recommendation with (7) seven members a minimum of (5) five resident members and a maximum of (2) two non-resident members. Carried by the following vote, to-wit: Ayes: Cano, Quintero, Rios, Sotelo-Solis. Nays: Morrison. Abstain: None. Absent: None.

NON CONSENT RESOLUTIONS

GRANT LIBRARY (206-4-10)

15. Resolution No. 2020-170. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: (1) APPROVING THE NEIGHBORHOOD REINVESTMENT PROGRAM GRANT FROM THE COUNTY OF SAN DIEGO BOARD OF SUPERVISORS IN THE AMOUNT OF \$35,000 BY WAIVING CITY POLICY NO. 1001 RELATED TO THE AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND CITY OF NATIONAL CITY'S PROVISION #17 - DEFENSE AND INDEMNITY; AND (2) AUTHORIZING THE ESTABLISHMENT OF A LIBRARY GRANT FUND APPROPRIATION OF \$35,000 AND CORRESPONDING REVENUE BUDGET TO FUND THE NATIONAL CITY PUBLIC LIBRARY'S STAYING CONNECTED – TECHNOLOGY ACCESS FOR ALL! PROJECT. (Library)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

STAFF REPORTS

BOARDS & COMMISSIONS (101-1-1)

16. Community and Police Relations Commission (CPRC) Update. (City Manager)

CITY MANAGER / REPORTS ADMIN (1101-1-12)

17. City Manager Report. (City Manager)

MAYOR, CITY COUNCIL AND OTHER ELECTED OFFICIALS

City Clerk Dalla reminded the City Council about a long standing vacancy on the Civil Service Commission and recommended they encourage qualified applicants to apply.

Member Cano extended birthday wishes to the City Manager and requested an update on the deployment of National City firefighters to assist in fighting California wildfires.

Member Quintero also wished City Manager Raulston a happy birthday, complemented the improved decorum at the last Council meeting and said he would like more public outreach and participation in future meetings.

Member Morrison gave kudos to staff for their response to clean-ups and needed work in the community and to the California Department of Transportation (CALTRANS) for their work.

Vice Mayor Rios recognized the Mayor for her work with Catholic Charities food distribution, the Public Library and the San Diego Association of Governments (SANDAG); thanked the Emergency Services Chief for the flu shot clinic and said happy birthday to the City Manager.

Mayor Sotelo-Solis expressed her condolences to Councilmember Quintero on the loss of his father; spoke about the symptoms of COVID-19 and how to prevent infection and gave kudos to all who stepped up to help keep the virus in check. The Mayor challenged Council Members to get a flu shot, thanked staff for the COVID dashboard and advised that the City, in conjunction with EDCO Disposal, would be participating in the I LOVE A CLEAN SAN DIEGO effort.

MAYOR, CITY COUNCIL (cont.)

Mayor Sotelo-Solis reported that, based on a complaint received by the City Manager, Council Member Cano has received an oral reprimand from the City Council for violating the City's Code of Ethics Policy and the 17th pledge, which commits everyone to communicate with courtesy to our community. In addition, a police detective will meet with the constituent to do fact finding regarding the complaint.

CLOSED SESSION REPORT

City Attorney Angil Morris-Jones reported that in Closed Session, the City Council gave direction by unanimous vote in the matter regarding City Attorney recruitment and took action by a 3 to 1 vote on a matter of potential litigation, with Member Morrison voting 'No' and Member Cano 'Abstaining'. (See attached Exhibit 'L')

ADJOURNMENT

Motion by Cano, seconded by Morrison, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, September 15, 2020 at 6:00 p.m. at the Council Chambers, National City, California. Carried by unanimous vote.

The meeting closed at 8:59 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of December 1, 2020.

Mayor

EXHIBIT 'L'



AGENDA OF A SPECIAL MEETING

**CITY COUNCIL OF THE CITY OF NATIONAL CITY
ONLINE MEETING**

**Civic Center
1243 National City Boulevard
National City, California**

Special Meeting - Tuesday, September 1, 2020 – 5:00 p.m.

OPEN TO THE PUBLIC

OPEN SESSION

ROLL CALL

PUBLIC COMMENT

CLOSED SESSION

PUBLIC MAY COMMENT ON CLOSED SESSION AGENDA ITEMS.

1. Personnel Matter – Government Code Section 54957(b)(1)
Public Employee Position – City Attorney Recruitment
2. Conference with Legal Counsel – Potential Litigation: One Case
Potential Litigation Pursuant to Governmental Code Section 54956.9(e)
(1)

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, September 1, 2020, 6:00 p.m.,
City Council Chambers, Civic Center – National City, California.

DRAFT DRAFT DRAFT
**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF NATIONAL CITY
ONLINE MEETING ONLY**

September 15, 2020

The Special Meeting of the City Council of the City of National City was called to by Mayor / Chairwoman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Cano, Morrison, Quintero, Rios, Sotelo-Solis.
Administrative Officials present: Morris-Jones, Pedone, Raulston, Winney.

OPEN SESSION

PUBLIC COMMENT - None.

CLOSED SESSION

1. Conference with Legal Counsel – Pending Litigations (one case):
Existing Litigation under Government Code Section 54956.9(d)(1)
Tasha Williamson v. City of National City, et al

CLOSED SESSION REPORT AT END OF REGULAR MEETING

September 12, 2020 and September 15, 2020

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, September 15, 2020, 6:00 p.m., City Council Chambers, Civic Center – National City, California.

City Clerk

The foregoing minutes were approved at the Regular Meeting of December 1, 2020.

Mayor

DRAFT DRAFT DRAFT
MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY
ONLINE ONLY MEETING
September 15, 2020

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:02 p.m. by Mayor / Chairman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Cano, Morrison, Quintero, Rios, Sotelo-Solis.
Administrative Officials present: Dalla, Morris-Jones, Raulston, Williams, Winney, Yano.

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS

Kathleen Lippett shared her concerns about the dangers marijuana businesses pose to a community.

Joan Rincon, National City, said there will be a whole lot of talking in the future about gifts of public funds and prohibitions against them.

PROCLAMATIONS AND CERTIFICATES (102-2-1)

1. National Preparedness Month

AWARDS AND RECOGNITIONS

AWARDS & RECOGNITIONS 2020 (102-10-15)

2. Employee of the Quarter 2020 - John A. Saour, Information Technology Analyst. (City Manager)

PRESENTATIONS

CITY COUNCIL MEETING PRESENTATIONS (102-10-15)

3. Public Health and Safety Report. (Chief Frank Parra)
4. Capital Improvement Program (CIP) Update. (Engineering/Public Works)

CITY COUNCIL

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 5 (NCCMC), Item Nos. 6 through 15 (Resolution No. 2020-171 through 2020-180), Item Nos. 16 through 17 (Warrant Registers). Motion by Rios, seconded by Cano, to approve the Consent Calendar, except for Item Nos. 7 and 16. Carried by unanimous vote.

MUNICIPAL CODE 2020 (506-2-35)

5. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES OR RESOLUTIONS THAT ARE HAVING A PUBLIC HEARING CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES OR RESOLUTIONS SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (City Clerk)

ACTION: Approved. See above.

EQUIPMENT / VEHICLE PURCHASE ADMIN (209-1-1)

6. Resolution No. 2020-171. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZE WAIVING THE BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 AS A RESULT OF COMPETITIVE BIDS SOLICITED FROM H-GAC UTILIZING CONTRACT #EE08-19 AND AUTHORIZING THE PURCHASE OF MSA G1 SCBAS (SELF CONTAINED BREATHING APPARATUS) FROM THE GENERAL FUND IN THE AMOUNT OF \$367,095.41 FOR THE NATIONAL CITY FIRE DEPARTMENT. (Fire)

ACTION: Adopted. See above.

CONTRACT (C2014-51)

7. Resolution No. 2020-172. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY 1) AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH WEST COAST ARBORISTS, INC., BY EXTENDING THE LENGTH OF THE AGREEMENT TO JUNE 30, 2022, 2) INCREASING THE NOT-TO-EXCEED AMOUNT OF THE AGREEMENT TO \$90,000 A FISCAL YEAR DUE TO THE DEMAND OF THE CONTINUOUS NEED FOR ASSISTANCE WITH SPECIALIZED TREE TRIMMING, REMOVAL, AND PLANTING SERVICES, AND 3) DELEGATING THE CITY MANAGER AUTHORITY TO APPROVE ANY FUTURE EXTENSIONS OF THIS AGREEMENT. (Engineering/Public Works)

ACTION: Motion by Rios, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

CONSENT CALENDAR (cont.)

CONTRACT (C2014-42)

8. Resolution No. 2020-173. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) AUTHORIZING THE MAYOR TO EXECUTE A THREE-YEAR AGREEMENT WITH GEOSYNTEC CONSULTANTS, INC. FOR A NOT-TO-EXCEED AMOUNT OF \$2,000,000 TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL COMPLIANCE (INCLUDES REGULATORY PERMITTING, COMPLIANCE MONITORING, INSPECTIONS AND REPORTING INVOLVING STORM WATER, WASTEWATER, AIR QUALITY, HAZARDOUS MATERIALS, AND OCCUPATIONAL HEALTH AND SAFETY); AND 2) AUTHORIZING THE CITY MANAGER TO EXECUTE ANY PROJECT-SPECIFIC SUPPLEMENTAL AGREEMENTS, AS MAY BE REQUIRED FOR GRANT FUNDED PROJECTS. (Engineering/Public Works)

ACTION: Adopted. See above.

CONTRACT (C2020-54)

9. Resolution No. 2020-174. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) AUTHORIZING THE MAYOR TO EXECUTE A THREE-YEAR AGREEMENT WITH ENSAFE INC., FOR A NOT-TO-EXCEED AMOUNT OF \$2,000,000 TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL COMPLIANCE (INCLUDES REGULATORY PERMITTING, COMPLIANCE MONITORING, INSPECTIONS AND REPORTING INVOLVING STORM WATER, WASTEWATER, AIR QUALITY, HAZARDOUS MATERIALS, AND OCCUPATIONAL HEALTH AND SAFETY); AND 2) AUTHORIZING THE CITY MANAGER TO EXECUTE ANY PROJECT-SPECIFIC SUPPLEMENTAL AGREEMENTS, AS MAY BE REQUIRED FOR GRANT FUNDED PROJECTS. (Engineering/Public Works)

ACTION: Adopted. See above.

CONTRACT (C2004-51)

10. Resolution No. 2020-175. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AUTHORIZING THE MAYOR TO EXECUTE A THREE-YEAR AGREEMENT WITH D-MAX ENGINEERING, INC., FOR A NOT-TO-EXCEED AMOUNT OF \$2,000,000 TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL COMPLIANCE (INCLUDES

CONSENT CALENDAR (cont.)

CONTRACT (C2004-51)

10. Resolution No. 2020-175 (continued).
REGULATORY PERMITTING, COMPLIANCE MONITORING, INSPECTIONS AND REPORTING INVOLVING STORM WATER, WASTEWATER, AIR QUALITY, HAZARDOUS MATERIALS, AND OCCUPATIONAL HEALTH AND SAFETY); AND 2) AUTHORIZING THE CITY MANAGER TO EXECUTE ANY PROJECT-SPECIFIC SUPPLEMENTAL AGREEMENTS, AS MAY BE REQUIRED FOR GRANT FUNDED PROJECTS. (Engineering/Public Works)
ACTION: Adopted. See above.

CONTRACT (C2014-31)

11. Resolution No. 2020-176. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) AUTHORIZING THE MAYOR TO EXECUTE A THREE-YEAR AGREEMENT WITH RANDALL LAMB ASSOCIATES, INC. FOR A NOT-TO-EXCEED AMOUNT OF \$2,000,000 TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, MECHANICAL ENGINEERING AND AS-NEEDED FACILITIES NEEDS; AND 2) AUTHORIZING THE CITY MANAGER TO EXECUTE ANY PROJECT-SPECIFIC SUPPLEMENTAL AGREEMENTS, AS MAY BE REQUIRED FOR GRANT FUNDED PROJECTS. (Engineering/Public Works)
ACTION: Adopted. See above.

CONTRACT (C2020-55)

12. Resolution No. 2020-177. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) AUTHORIZING THE MAYOR TO EXECUTE A THREE-YEAR AGREEMENT WITH SHADPOUR CONSULTING ENGINEERS, INC. DBA SC ENGINEERS, INC. FOR A NOT-TO-EXCEED AMOUNT OF \$2,000,000 TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, MECHANICAL ENGINEERING AND AS-NEEDED FACILITIES NEEDS; AND 2) AUTHORIZING THE CITY MANAGER TO EXECUTE ANY PROJECT-SPECIFIC SUPPLEMENTAL AGREEMENTS, AS MAY BE REQUIRED FOR GRANT FUNDED PROJECTS. (Engineering/Public Works)
ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

PARKING AND TRAFFIC CONTROL ADMIN 2020 (801-2-42)

13. Resolution No. 2020-178. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF 20 FEET OF RED CURB "NO PARKING" AT THE INTERSECTION OF EAST 18TH STREET AND "B" AVENUE TO ENHANCE VISIBILITY AT THE INTERSECTION (TSC NO. 2020-10). (Engineering/Public Works)
ACTION: Adopted. See above.

TRAFFIC SIGN / SIGNAL ADMIN 2020 (801-4-12)

14. Resolution No. 2020-179. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF STOP CONTROL SIGN FOR THE "T" INTERSECTION OF PROSPECT STREET AND EAST 22ND STREET FOR SOUTHBOUND TRAFFIC ACCESSING EAST 22ND STREET (TSC NO. 2020-11). (Engineering/Public Works)
ACTION: Adopted. See above.

PARKING AND TRAFFIC CONTROL ADMIN 2020 (801-2-42)

15. Resolution No. 2020-180. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF 10 FEET OF RED CURB "NO PARKING" AT THE INTERSECTION OF WEST 18TH STREET AND CLEVELAND AVENUE TO ENHANCE VISIBILITY AT THE INTERSECTION (TSC NO. 2020-12). (Engineering/Public Works)
ACTION: Adopted. See above.

WARRANT REGISTER JULY 2020 – JUNE 2021 (204-1-35)

16. Warrant Register #5 for the period of 7/29/20 through 8/4/20 in the amount of \$13,787,865.81. (Finance)
TESTIMONY: Joan Rincon, National City, commented on warrant number 348663 and voiced her displeasure.
ACTION: Motion by Rios, seconded by Quintero, to ratify the Warrant Register. Carried by unanimous vote.

WARRANT REGISTER JULY 2020 – JUNE 2021 (204-1-35)

17. Warrant Register #6 for the period of 8/5/20 through 8/11/20 in the amount of \$2,283,675.41. (Finance)
ACTION: Ratified. See above.

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

MUNICIPAL CODE (506-2-35)

18. Ordinance No. 2020-2483. PUBLIC HEARING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING THE NATIONAL CITY MUNICIPAL CODE SECTION 16.09.010 OF CHAPTER 16.09 OF TITLE 16 BY REDUCING AND MODIFYING THE MEMBERSHIP OF THE VETERANS AND MILITARY FAMILIES ADVISORY COMMITTEE. (City Manager)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Cano, to close the Public Hearing. Carried by unanimous vote.

Motion by Rios, seconded by Cano, to adopt the Ordinance. Carried by the following vote, to-wit: Ayes: Cano, Quintero, Rios, Sotelo-Solis. Nays: Morrison. Abstain: None. Absent: None.

STATEMENT OF ECONOMIC INTEREST ADMIN (503-10-1)

19. Resolution No. 2020-181. PUBLIC HEARING AND ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADOPTING THE AMENDED CITY CONFLICT OF INTEREST CODE WHICH INCORPORATES BY REFERENCE THE FAIR POLITICAL PRACTICES COMMISSION'S STANDARD MODEL CONFLICT OF INTEREST CODE IN RESOLUTION NO. 2018-171. (City Attorney)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Morrison, seconded by Cano, to close the Public Hearing. Carried by unanimous vote.

Motion by Rios, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

NON CONSENT RESOLUTIONS

GRANT PUBLIC WORKS (206-4-23)

20. Resolution No. 2020-182. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) AUTHORIZING APPROVAL FOR THE SUBMITTAL OF A PROJECT APPLICATION IN THE AMOUNT OF \$1,769,680 FOR WEST 19TH STREET GREENWAY PROJECT THROUGH THE RECREATIONAL TRAIL AND GREENWAYS GRANT PROGRAM; AND 2) AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE GRANT AGREEMENT IF SELECTED FOR FUNDING. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

NON CONSENT RESOLUTION (cont.)

20. Resolution No. 2020-182 (continued).

TESTIMONY: Danny Serrano. Representing The Environmental Health Coalition, spoke in support of the project.

Ted Godshalk, National City, spoke in opposition to the project.

ACTION: Motion by Quintero, seconded by Rios, to adopt the Resolution. Carried by unanimous vote.

NEW BUSINESS

TEMPORARY USE PERMIT 2020 (203-1-36)

21. Temporary Use Permit (TUP) - Request from UC San Diego to conduct the UC San Diego COVID-19 Vaccination Research Clinical Trial at El Toyon Park – Parking lot in front of multi-use field from Wednesday, September 16, 2020 thru October 31, 2022 with no waiver of fees. (Neighborhood Services)

RECOMMENDATION: Approve the TUP with no waiver of fees.

TESTIMONY: Joan Rincon, National City, supports a waiver of fees for UC San Diego and voiced objections to other non-profit groups in the City.

ACTION: Motion by Rios, seconded by Cano, to approve the Temporary User Permit. Carried by unanimous vote.

CONTRACT (C2020-5)

CITY OWNED LAND SALE / LEASE (1001-1-1)

22. Authorization for City Manager to execute a License Agreement with UC San Diego for use of the El Toyon Parking Lot to conduct a Vaccination Clinical Trial. The term of the License Agreement is 2 years consistent with the Temporary Use Permit (TUP) application and the rental rate is \$5,000 per month. (City Manager)

RECOMMENDATION: Authorize the City Manager to execute the Agreement.

TESTIMONY: None.

ACTION: Motion by Cano, seconded by Quintero, to approve staff recommendation. Carried by unanimous vote.

STAFF REPORTS

CITY MANAGER / REPOTS ADMIN (1101-1-12)

23. City Manager Report. (City Manager)

MAYOR, CITY COUNCIL AND OTHER ELECTED OFFICIALS

Member Cano gave a shout out and thank you to all staff for all they do day in and day out and to the volunteers who help out with the food distribution. He commented on the recognition he will be giving to several National City Businesses.

Member Morrison commented on the 9-11 ceremony, remembering how good it is to do those sorts of things and thanked all involved.

Member Quintero commented on COVID-19 and all the intersectionality that was discussed during the meeting; commended the forward thinking of Chief Parra in regards to the vaccines and talked about National City's partnership with UCSD.

Vice Mayor Rios thanked the City Manager and Armando Vergara and Joe Olson from Code Enforcement for their prompt response to a recent community concern. She is pleased that the Mayor is interested in serving on the SANDAG committee to reduce litter in the major transportation corridors and appreciated the comments that Council member Quintero made regarding the vaccine sites.

Mayor Sotelo-Solis spoke about the impact of COVID and the support of the City Manager's office and is pleased with how National City is being considered for many opportunities related to COVID. She discussed the San Diego Regional Litter Abatement Sub Committee and the link that will be provided for citizens to participate in the upcoming meeting and spoke about the upcoming community clean up in conjunction with EDCO Disposal.

CLOSED SESSION REPORT

City Attorney Angil Morris-Jones reported that at the Special Meeting of September 12, 2020, the City Council conducted interviews for City Attorney, selected finalist and gave direction to the staff and consultant.

At the Special meeting of September 15, 2020, the City Council voted 5-0 to give direction to staff regarding Tasha Williams v City of National City. (See attached Exhibit 'L')

ADJOURNMENT

The meeting was adjourned in honor of Anita Hernandez.

Motion by Morrison, seconded by Sotelo-Solis, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, October 6, 2020 at 6:00 p.m. at the Council Chambers, National City, California. Carried by unanimous vote.

The meeting closed at 8:38 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of December 1, 2020.

Mayor

EXHIBIT 'L'



AGENDA OF A SPECIAL MEETING

**CITY COUNCIL OF THE CITY OF NATIONAL CITY
ONLINE MEETING**

**Civic Center
1243 National City Boulevard
National City, California**

Special Meeting - Tuesday, September 15, 2020 – 5:00 p.m.

OPEN TO THE PUBLIC

OPEN SESSION

CALL TO ORDER

ROLL CALL

CLOSED SESSION

1. Conference with Legal Counsel – Pending Litigations (one case):
Existing Litigation under Government Code Section 54956.9(d) (1)
Tasha Williamson v. City of National City, et al

CLOSED SESSION REPORT AT END OF REGULAR MEETING

September 12, 2020 and September 15, 2020

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, September 15, 2020, 6:00 p.m.,
City Council Chambers, Civic Center – National City, California.

DRAFT DRAFT DRAFT
**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF NATIONAL CITY
ONLINE MEETING ONLY**

October 6, 2020

The Special Meeting of the City Council of the City of National City was called to by Mayor / Chairwoman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Cano, Morrison, Quintero, Rios, Sotelo-Solis.
Administrative Officials present: Morris-Jones, Pedone, Raulston, Winney.

OPEN SESSION

PUBLIC COMMENT - None.

CLOSED SESSION- 4:30 PM

1. Personnel Matter – Government Code Section 54957(b)(1)
Public Employee Position: City Attorney Recruitment –
2. Conference with Legal Counsel – Pending Litigation:
Existing Litigation under Government Code Section 54956.9(d)(1)
Chicano Federation of San Diego County, Inc. v. City of National City

OPEN SESSION – 5:00 PM

3. Pension Funding Workshop
CalPERS Pension Costs and Unfunded Accrued Liability Restructuring
Presentation

CLOSED SESSION REPORT AT END OF REGULAR MEETING

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, October 6, 2020, 6:00 p.m., City Council Chambers, Civic Center – National City, California.

City Clerk

The foregoing minutes were approved at the Regular Meeting of December 1, 2020.

Mayor

DRAFT DRAFT DRAFT

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY
ON LINE MEETING ONLY**

October 6, 2020

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:01 p.m. by Mayor / Chairman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Cano, Morrison, Quintero, Rios, Sotelo-Solis.
Administrative Officials present: Dalla, Morris-Jones Parra, Raulston, Roberts, Williams, Winney, Yano.

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS

Becky Rapp requested the City Council adopt a ban on all flavored tobacco products in the City.

Ted Godshalk, National City, asked the City Council to comment on cannabis sales; to seek information from the Police Department about illegal cannabis sales and to disclose any contacts with representatives from the cannabis industry.

Joan Rincon, National City, discussed her views regarding the housing committee and its inactivity and minimal accomplishments.

PROCLAMATIONS AND CERTIFICATES

PROCLAMATION AND CERTIFICATE ADMIN (102-2-1)

1. National City Celebrates Latino/Hispanic Heritage Month and Recognizes Bertha Prado Juarez, Carlos Bastidas Juarez and Memo Cavada.

PRESENTATIONS

CITY COUNCIL MEETING PRESENTATIONS (102-10-15)

2. Farewell to the 2019-2020 Miss National City Court. (Community Services)

INTERVIEWS / APPOINTMENTS

BOARDS & COMMISSIONS ADMIN (101-1-1)

3. Interviews and Appointments: Current Vacancies and Expired Terms / Various Boards and Committees. (City Clerk)

RECOMMENDATION: Re-appoint and appoint as desired.

TESTIMONY: Jhoana Alvarado, Armando Telles and Lakeef Compton appeared for interview.

ACTION: Motion by Sotelo-Solis, seconded by Rios, to reappoint Margaret Godshalk to the Library Board. Carried by unanimous vote.

Motion by Sotelo-Solis, seconded by Morrison, to reappoint Yvonne Cordoba to the Parks, Recreation & Senior Citizens Advisory Board. Carried by unanimous vote.

Motion by Sotelo-Solis, seconded by Rios, to reappoint Nadia Nunez to the Public Art Committee. Carried by unanimous vote.

Motion by Sotelo-Solis, seconded by Morrison, to reappoint Ryan Whipple to the Traffic Safety Committee. Carried by unanimous vote.

Motion by Sotelo-Solis, seconded by Rios, to appoint Jhoana Alvarado, Armando Telles, Jessie Aguilar-Perez, Shirley Ferrill and Lakeef Compton to the Veterans and Military Families Advisory Committee. Carried by the following vote, to-wit: Ayes: Cano, Quintero, Rios, Sotelo-Solis. Nays: Morrison. Abstain: None. Absent: None.

CITY COUNCIL

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 4 (NCCMC), Item Nos. 5 through 8 (Resolution No. 2020-183 through 2020-186), Item No. 9 (Investment Report), Item Nos. 10 through 11 (Warrant Registers). Motion by Quintero, seconded by Cano, to approve the Consent Calendar, except for Item Nos. 5, 7, 8 and 10. Carried by unanimous vote.

MUNICIPAL CODE 2020 (506-2-35)

4. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES OR RESOLUTIONS THAT ARE HAVING A PUBLIC HEARING CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES OR RESOLUTIONS SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (City Clerk)

ACTION: Approved. See above.

CONSENT CALENDAR (cont.)

CONTRACT (C98-46)

5. Resolution No. 2020-183. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO SIGN THE SECOND AMENDMENT TO THE AGREEMENT BY EXTENDING THE TERM BY 10 YEARS FOR THE FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES FOR THE LOWER SWEETWATER FIRE PROTECTION DISTRICT. (Fire)
ACTION: Motion by Rios, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

GRANT / PUBLIC SAFETY (206-4-27)

6. Resolution No. 2020-184. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ACCEPTING FUNDS IN THE AMOUNT OF \$21,000 FROM THE 2020 SAN DIEGO REGIONAL FIRE FOUNDATION GRANT FOR THE NATIONAL CITY FIRE DEPARTMENT FOR THE PURCHASE OF FIVE PORTABLE RADIOS, AND AUTHORIZING THE ESTABLISHMENT OF A REIMBURSABLE GRANTS CITY-WIDE FUND APPROPRIATION AND CORRESPONDING REVENUE BUDGET. (Fire)
ACTION: Adopted. See above.

GRANT / COMMUNITY SERVICES (206-4-26)

7. Resolution No. 2020-185. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) ACCEPTING THE COUNTY OF SAN DIEGO'S FISCAL YEAR 2021 COMMUNITY ENHANCEMENT PROGRAM GRANT FUNDS OF \$5,000 FOR THE SPECIAL EVENT "A KIMBALL HOLIDAY", WITH NO MATCHING FUNDS REQUIRED; 2) AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND THE COUNTY OF SAN DIEGO TO RECEIVE GRANT FUNDS; AND 3) AUTHORIZING THE ESTABLISHMENT OF A REIMBURSABLE GRANTS CITYWIDE FUND APPROPRIATION OF \$5,000 AND CORRESPONDING REVENUE BUDGET. (Community Services)
ACTION: Motion by Rios, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

PROGRAMS / EVENTS / ACTIVITIES (702-2-1)

8. Resolution No. 2020-186. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE CITY MANAGER TO EXECUTE A SHORT TERM LEASE AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND WESTFIELD PROPERTY MANAGEMENT LLC, WITH AN INDEMNITY AND HOLD HARMLESS PROVISION IN FAVOR OF THE WESTFIELD PROPERTY MANAGEMENT LLC, FOR A HALLOWEEN THEMED DRIVE-IN MOVIE

CONSENT CALENDAR (cont.)

PROGRAMS / EVENTS / ACTIVITIES (702-2-1) (cont.)

AT PLAZA BONITA LOCATED AT 3030 PLAZA BONITA ROAD.
(Community Services)

ACTION: Motion by Rios, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

FINANCIAL MANAGEMENT 2020-2021 (204-1-35)

9. Investment transactions for the month ended July 31, 2020.

ACTION: Filed. See above.

WARRANT REGISTER JULY 2020 – JUNE 2021 (204-1-35)

10. Warrant Register #7 for the period of 8/12/20 through 8/18/20 in the amount of \$1,177,350.18. (Finance)

TESTIMONY: Joan Rincon, National City, commented on check number 348871 in the amount of \$1,338.

ACTION: Motion by Sotelo-Solis, seconded by Quintero, to ratify the Warrant Register. Carried by unanimous vote.

WARRANT REGISTER JULY 2020 – JUNE 2021 (204-1-35)

11. Warrant Register #8 for the period of 8/19/20 through 8/25/20 in the amount of \$1,806,685.05. (Finance)

ACTION: Ratified. See above.

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

MUNICIPAL CODE 2020 (506-2-35)

12. Ordinance No. 2020-2484. PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY REPEALING CHAPTER 10.32 OF TITLE 10 OF THE NATIONAL CITY MUNICIPAL CODE REGARDING IMPERSONATING A MEMBER OF THE OPPOSITE SEX. (City Attorney)

RECOMMENDATION: Introduce the Ordinance.

TESTIMONY: Mary Ann Horton, spoke in support of repealing the Ordinance.

Coyote Moon, National City, spoke in favor of repeal.

ACTION: Motion by Rios, seconded by Morrison, to close the Public Hearing. Carried by unanimous vote.

Motion by Rios, seconded by Quintero, to introduce the Ordinance. Carried by unanimous vote.

NON CONSENT RESOLUTIONS

GRANT / PUBLIC SAFETY (206-4-27)

13. Resolution No. 2020-187. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE FISCAL YEAR 2019 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) HIRING GRANT AND THE ESTABLISHMENT OF A REIMBURSABLE GRANTS CITY-WIDE FUND APPROPRIATIONS AND CORRESPONDING REVENUE BUDGET IN THE AMOUNT TOTALING \$1,518,729 FOR HIRING FIVE FIREFIGHTERS FOR THE NEXT THREE YEARS. (Fire)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Cano, seconded by Quintero, to adopt the Resolution. Carried by unanimous vote.

CONTRACT (C2019-38)

14. Resolution No. 2020-188. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY WAIVING THE BID PROCESS PURSUANT TO SECTION 2.60.220(D) OF THE NATIONAL CITY MUNICIPAL CODE AND AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH AZTECA SYSTEMS LLC, EXTENDING THE TERM FOR THREE YEARS IN THE TOTAL NOT-TO-EXCEED AMOUNT OF \$171,600.00 TO PURCHASE ADDITIONAL LICENSING AND SUPPORT FOR CITYWORKS PERMITTING, LICENSING AND LAND (PLL) AND ASSET MANAGEMENT SYSTEM (AMS) SOFTWARE PLATFORM. (IT)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Quintero, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

CONTRACT (C2020-56)

15. Resolution No. 2020-189. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY WAIVING THE BID PROCESS PURSUANT TO SECTION 2.60.220(D) OF THE NATIONAL CITY MUNICIPAL CODE AUTHORIZING THE MAYOR TO EXECUTE AN EIGHTEEN MONTH AGREEMENT WITH CENTRICITY GIS IN THE TOTAL NOT-TO-EXCEED AMOUNT OF \$134,500.00 TO IMPLEMENT CITYWORKS PERMITTING, LICENSING AND LAND (PLL) AND ASSET MANAGEMENT SYSTEM (AMS) SOFTWARE PLATFORM. (IT)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

CONSENT RESOLUTIONS - HOUSING AUTHORITY

HOUSING AUTHORITY 2020 (404-1-9)

16. Resolution No. 2020-76. RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY ("CDC-HA") AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN ASSIGNMENT AND ASSUMPTION AGREEMENT BETWEEN SOUTH BAY COMMUNITY SERVICES, COMMUNITY CAPS, LLC AND THE CDC-HA. (Housing Authority)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

STAFF REPORTS

COMMUNITY SERVICES DEPARTMENT ADMIN (1104-1-12)

17. Community Services Report. (Audrey Denham)

POLICE DEPARTMENT ADMIN (302-04-01)

18. Public Safety Report. (Chief Jose Tellez)

CITY MANAGER / REPORTS ADMIN (1101-1-12)

19. City Manager Report. (City Manager)

MAYOR, CITY COUNCIL AND OTHER ELECTED OFFICIALS

City Clerk Dalla presented information on a project that began in 1997 to digitize current and historical City records and documents into a central computer database for easy access by staff and the public and listed all the current records and documents in that database which will be made available to the public on the City's web site. City Clerk Dalla also gave an update on the campaign contribution total reported for the current Municipal Election and said a summary report is posted on the City website for public review.

Member Quintero thanked City Clerk Dalla for reporting about the campaign contributions.

Member Cano reported that he will be giving out protection masks for Halloween and gave kudos to staff for responding to issues that came up during the weekend.

MAYOR, CITY COUNCIL (cont.)

Vice Mayor Rios acknowledged Code Enforcement staff for their prompt response to citizen concerns; discussed complaints about campaign signs and inquired if yard sales need a permit during DOVID.

Member Morrison talked about the 2018 RENA housing numbers and formula used to come up with the numbers.

Mayor Sotelo-Solis talked about building more affordable housing; the community Coastal Clean-up that resulted in 33 tons of trash being collected; thanked EDCO for providing dumpsters and urged everyone to vote.

CLOSED SESSION REPORT

City Attorney Angil-Morris Jones reported out as follows:

At the September 19th Special Meeting the 2nd interviews were held for City Attorney applicants. A selection was made by a 5 – 0 vote and the selection firm was given direction to pursue an agreement.

At the October 6th Special Meeting approval was given by a 5 to 0 vote for a tentative employment agreement for the City Attorney which will appear on the October 20th meeting for final adoption. In the pending Litigation matter with the *Chicano Federation of San Diego*, direction was given by a 5 to 0 vote.

ADJOURNMENT

The meeting was adjourned in honor of Bonnie Dines and Memo Cavada.

Motion by Morrison, seconded by Rios, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, October 20, 2020 at 6:00 p.m. at the Council Chambers, National City, California. Carried by the following vote, to-wit: Ayes: Morrison, Quintero, Rios, Sotelo-Solis. Nays: None. Abstain: None. Absent: Cano.

The meeting closed at 9:19 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of December 1, 2020.

Mayor

EXHIBIT 'L'



AGENDA OF A SPECIAL MEETING

**CITY COUNCIL OF THE CITY OF NATIONAL CITY
ONLINE MEETING**

**Civic Center
1243 National City Boulevard
National City, California**

Special Meeting - Tuesday, October 6, 2020 – 4:30 p.m.

OPEN TO THE PUBLIC

OPEN SESSION

ROLL CALL

CLOSED SESSION - 4:30 PM

1. Personnel Matter – Government Code Section 54957(b)(1)
Public Employee Position: City Attorney Recruitment –
2. Conference with Legal Counsel – Pending Litigation:
Existing Litigation under Government Code Section 54956.9(d)(1)
Chicano Federation of San Diego County, Inc. v. City of National City

OPEN SESSION – 5:00 PM

3. Pension Funding Workshop
CalPERS Pension Costs and Unfunded Accrued Liability Restructuring
Presentation

CLOSED SESSION REPORT AT END OF REGULAR MEETING

September 19, 2020 and October 6, 2020

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, October 6, 2020, 6:00 p.m., City Council Chambers, Civic Center – National City, California.

DRAFT DRAFT DRAFT
**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF NATIONAL CITY**

October 20, 2020

The Special Meeting of the City Council of the City of National City was called to order by Mayor / Chairwoman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Cano, Morrison, Quintero, Rios, Sotelo-Solis.
Administrative Officials present: Morris-Jones, Raulston, Winney.

CITY COUNCIL

OPEN SESSION

PUBLIC COMMENTS – None.

Members retired into Closed Session.

CLOSED SESSION

1. Litigation / Presentation:
Existing Litigation under Government Code Section 54956.9(d)(1)
Madrigal. v. City of National City

CLOSED SESSION REPORT AT END OF REGULAR MEETING

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, October 20, 2020, 6:00 p.m., City Council Chambers, Civic Center – National City, California.

City Clerk

The foregoing minutes were approved at the Regular Meeting of December 1, 2020.

Mayor

DRAFT DRAFT DRAFT
MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY
ONLINE ONLY MEETING

October 20, 2020

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:04 p.m. by Mayor / Chairman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Cano, Morrison, Quintero, Rios, Sotelo-Solis.
Administrative Officials present: Dalla, Morris-Jones, Raulston, Tellez, Williams, Winney, Yano.

PLEDGE OF ALLEGIANCE TO THE FLAG

ADJOURNING IN HONOR

Mayor Sotelo-Solis announced that the meeting would be adjourned in memory of Mrs. Lucy Doral Ungab.

PUBLIC COMMENTS (Read into the Record)

David Ozua, National City, spoke about problems he and his neighbors are experiencing from a business in their neighborhood.

Barbara Gordon requested consideration be given to prohibiting smoking in multi-unit housing complexes.

Peggy Walker spoke about the dangers to youth of marijuana use.

Joan Rincon criticized Mayor Sotelo-Solis for her endorsement of a candidate for City Clerk.

Kelley Axelson wrote in support of Mundo Gardens.

PROCLAMATIONS AND CERTIFICATES

PROCLAMATION AND CERTIFICATE ADMIN (102-2-1)

1. Recognizing Robert “Dukie” Valderrama for 16 years of Service as National City’s Port Commissioner.
2. National City Celebrates Filipino Heritage Month

PRESENTATIONS (FIVE-MINUTE TIME LIMIT)

EMPLOYMENT CONTRACT – CHARLES BELL (604-6-8)

3. Verbal Report-Out of Salary and Benefits in the Employment Agreement of the City Attorney as required by the Brown Act. (City Attorney)

EMPLOYMENT CONTRACT – CHARLES BELL (604-6-8)

4. Resolution 2020-190. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, APPOINTING CHARLES E. BELL JR. AS CITY ATTORNEY AND AUTHORIZING THE MAYOR TO EXECUTE A 3 YEAR EMPLOYMENT AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND CHARLES E. BELL JR. WITH THE EFFECTIVE DATE OF OCTOBER 21, 2020. (City Attorney)

ACTION: Motion by Cano, seconded by Sotelo-Solis, to adopt the Resolution. Carried by unanimous vote.

COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITION 2020 (102-10-15)

5. Introduction of New Employee - Anne Defazio, Principal Librarian. (Library)

INTERVIEWS / APPOINTMENTS

BOARDS & COMMISSIONS ADMIN (101-1-1)

6. Interviews and Appointments: Various Boards and Committees. (City Clerk)

RECOMMENDATION: Interview and appoint as desired.

TESTIMONY: Maria Elena Hernandez appeared for interview.

ACTION: Motion by Sotelo-Solis, seconded by Rios, to appoint Maria Elena Hernandez to the Veterans and Military Families Advisory Committee. Carried by unanimous vote.

Motion by Sotelo-Solis, seconded by Cano, to reappoint Rafael Courtney to the Civil Service Commission.

Motion by Sotelo-Solis, seconded by Quintero, to appoint Jacqueline Schilapnik as a regular member on the Public Art Committee.

Carried by unanimous vote.

CITY COUNCIL

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 7 (NCCMC), Item No. 8 (Approval of Minutes), Item Nos. 9 through 18 (Resolution No. 2020-191 through 2020-201), Item Nos. 19 through 21 (Warrant Registers). Motion by Cano,

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR (cont.)

seconded by Quintero, to approve the Consent Calendar. Carried by unanimous vote.

MUNICIPAL CODE 2020 (506-2-35)

7. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY 4. APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES OR RESOLUTIONS THAT ARE HAVING A PUBLIC HEARING CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES OR RESOLUTIONS SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (CITY CLERK)

ACTION: Approved. See above.

GENERAL ADMIN (103-2-1)

8. Approval of the Minutes of the Regular Meetings of the City Council and Community Development Commission - Housing Authority of the City of National City of May 5, 2020 and May 19, 2020 and the Minutes of the Special Meeting of the City Council of the City of National City of May 19, 2020. (City Clerk)

ACTION: Adopted. See above.

FIRE DEPARTMENT ADMINISTRATION (305-1-1)

9. Resolution No. 2020-191. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY RESCINDING THE FORMER EMERGENCY OPERATIONS PLAN ADOPTED BY RESOLUTION 2010-133, ADOPTING THE UPDATED CITY OF NATIONAL CITY EMERGENCY OPERATIONS PLAN, AND APPROVING SUBMITTAL OF THE PLAN TO THE CALIFORNIA OFFICE OF EMERGENCY SERVICES. (Fire)

ACTION: Adopted. See above.

GRANT / PUBLIC SAFETY (206-4-27)

Resolution No. 2020-192. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE ACCEPTANCE OF THE FY 2019 OPERATION STONEGARDEN GRANT IN THE AMOUNT OF \$60,000, AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE AGREEMENT FOR THE AWARD OF THE GRANT FUNDS AND SIGN GRANT DOCUMENTS INDEMNIFYING THE GRANTING AGENCY AGAINST ANY LIABILITY ARISING FROM GRANT RELATED OPERATIONS, AND AUTHORIZING THE ESTABLISHMENT OF THE POLICE DEPARTMENT GRANTS FUND APPROPRIATIONS AND A CORRESPONDING REVENUE BUDGET, IN THE AMOUNT OF THE GRANT FOR REIMBURSEMENT OF OVERTIME, FRINGE BENEFITS AND MILEAGE FOR PROGRAMMATIC OPERATIONS. THE GRANT IS

**ADOPTION OF CONSENT CALENDAR (cont.)
GRANT / PUBLIC SAFETY (206-4-27)**

RETROACTIVE TO SEPTEMBER 1, 2019 AND TERMINATES ON MAY 31, 2022. (Police)

ACTION: Adopted. See above.

CONTRACT (C2018-36)

10. Resolution No. 2020-193. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) ACCEPTING THE WORK PERFORMED BY SELECT ELECTRIC, INC. FOR THE CITYWIDE TRAFFIC SIGNAL AND ADA IMPROVEMENTS, CIP NO. 18-05; 2) RATIFYING THE EXECUTION OF CHANGE ORDER NO. 5 FOR THE TRAFFIC SIGNAL IMPROVEMENTS AT 2ND AVENUE AND SWEETWATER ROAD IN THE AMOUNT OF \$58,049.24; 3) RATIFYING THE EXECUTION OF CHANGE ORDER NO. 7 FOR THE STREET IMPROVEMENTS AT 2ND AVENUE AND SWEETWATER ROAD IN THE AMOUNT OF \$63,196.94; 4) APPROVING THE FINAL CONTRACT AMOUNT OF \$926,695.06; 5) RATIFYING THE RELEASE OF RETENTION IN THE AMOUNT OF \$46,360.92; AND 6) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION FOR THE PROJECT. (Engineering/Public Works)

ACTION: Adopted. See above.

CONTRACT (C2020-58)

11. Resolution No. 2020-194. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) AWARDING A CONTRACT TO PERRY ELECTRIC IN THE AMOUNT OF \$335,400 FOR THE CITYWIDE PEDESTRIAN SAFETY IMPROVEMENTS PROJECT, CIP NO. 19-13; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$50,310 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT. (Engineering/Public Works)

ACTION: Adopted. See above.

CONTRACT (C2004-43)

12. Resolution No. 2020-195. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) AWARDING A CONTRACT TO LEKOS ELECTRIC, INC. IN THE AMOUNT OF \$102,784 FOR THE EAST 4TH STREET PROTECTED LEFT-TURN ENHANCEMENTS PROJECT, CIP NO. 19-14; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$15,418 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT. (Engineering/Public Works).

ACTION: Adopted. See above

CONSENT CALENDAR (cont.)
CONTRACT (C2019-46)

14. Resolution No. 2020-196. Resolution of the City Council of the City of National City: 1) awarding a contract to Baker Electric in the amount of \$70,757 for the Citywide Safety Lighting Enhancements Project, CIP No. 19-15; 2) authorizing a 15% contingency in the amount of \$10,614 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract. (Engineering/Public Works).

ACTION: Adopted. See above

PROP 'A' TRANSNET (RTIP) ADMIN (205-5-1)

15. Resolution No. 2020-197. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING AN AMENDMENT TO THE 2019 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM (RTIP) FOR NATIONAL CITY TO INCREASE PROGRAMMING OF LOCAL TRANSNET (PROP A) FUNDING FOR THE STREET RESURFACING PROJECT (NC03) IN THE AMOUNT OF \$501,333 AND THE CITYWIDE SAFE ROUTES TO SCHOOL (NC15) PROJECT IN THE AMOUNT OF \$467,701 FOR FY 2019. (Engineering/Public Works)

ACTION: Adopted. See above.

ENGINEERING / PW GRANTS / REPORTS ADMIN (1104-1-1)

16. Resolution No. 2020-198. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) APPROVING THE SUBMITTAL OF A PROJECT APPLICATION FOR WEST 19TH STREET GREENWAY PROJECT THROUGH THE RECREATIONAL TRAIL AND GREENWAYS GRANT PROGRAM; AND 2) AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE GRANT AGREEMENT IF SELECTED FOR FUNDING. (Engineering/Public Works)

ACTION: Adopted. See above.

PARKING & TRAFFIC CONTROL ADMIN 2020 (801-2-42)

17. Resolution No. 2020-199. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGN IN FRONT OF THE RESIDENCE LOCATED AT 1933 "D" AVENUE. (TSC No. 2020-14). (Engineering/Public Works)

PARKING & TRAFFIC CONTROL ADMIN 2020 (801-2-42)

18. Resolution No. 2020-200. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGN IN FRONT OF THE RESIDENCE LOCATED AT 825 "R" AVENUE (TSC No. 2020-15). (Engineering/Public Works)

ACTION: Adopted. See above.

WARRANT REGISTER JULY 2020 - JUNE 2021 (202-1-35)

19. Warrant Register #9 for the period of 8/26/20 through 9/1/20 in the amount of \$1,820,996.03. (Finance)

ACTION: Ratified. See above.

WARRANT REGISTER JULY 2020 - JUNE 2021 (202-1-35)

20. Warrant Register #10 for the period of 9/02/20 through 9/08/20 in the amount of \$1,862,722.75. (Finance)

ACTION: Ratified. See above.

WARRANT REGISTER JULY 2020 - JUNE 2021 (202-1-35)

21. Warrant Register #11 for the period of 9/09/20 through 9/15/20 in the amount of \$1,830,727.42. (Finance)

ACTION: Ratified. See above.

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

MUNICIPAL CODE (506-2-35)

22. Public Hearing and Adoption of Ordinance No. 2020-2484. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY REPEALING CHAPTER 10.32 OF TITLE 10 OF THE NATIONAL CITY MUNICIPAL CODE REGARDING IMPERSONATING A MEMBER OF THE OPPOSITE SEX. (City Attorney)

TESTIMONY: Rebekah J. Hook-Held spoke in favor of the Ordinance.

ACTION: Motion by Morrison, seconded by Quintero, to close the Public Hearing. Carried by unanimous vote.

Motion by Rios, seconded by Quintero, to adopt the Ordinance. Carried by unanimous vote.

NON CONSENT RESOLUTIONS

FINANCIAL MANAGEMENT 2020-2021 (204-1-35)

23. Resolution No. 2020-201. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING JUDICIAL VALIDATION PROCEEDINGS RELATING TO THE ISSUANCE OF BONDS TO REFUND CERTAIN PENSION OBLIGATIONS OF THE CITY, APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF A TRUST AGREEMENT AND BOND PURCHASE AGREEMENT, AND APPROVING ADDITIONAL ACTIONS RELATED THERETO. (Finance)

ACTION: Motion by Morrison, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

NEW BUSINESS

FINANCIAL MANAGEMENT 2020-2021 (204-1-35)

24. First Quarter Fiscal Year 2021 Budget Review and COVID-19 Fiscal Impact Update. (City Manager and Finance)

RECOMMENDATION: Accept and file.

TESTIMONY: Joan Rincon, National City, commented on various item in the budget report.

ACTION: Motion by Cano, seconded by Morrison, to accept and file. Carried by unanimous vote.

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

CONSENT RESOLUTIONS - HOUSING AUTHORITY

PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

HOUSING AUTHORITY 2020 (404-1-9)

25. Resolution 2020-77. RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY ("HOUSING AUTHORITY") (1) AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE HOUSING AUTHORITY, COMMUNITY HOUSINGWORKS, AND CENTRO DE LA SALUD DE LA COMUNIDAD DE SAN YSIDRO, INC., DBA SAN YSIDRO HEALTH, FOR THE DEVELOPMENT OF THE KIMBALL HIGHLAND MASTER PLAN THAT INCLUDES (A) 60 AFFORDABLE HOUSING UNITS AND A NEW SENIOR CENTER ON A PARCEL OF LAND OWNED BY THE HOUSING AUTHORITY LOCATED AT 1221 "D" AVENUE, AND (B) 85 AFFORDABLE HOUSING UNITS, A PROGRAM OF ALL-INCLUSIVE CARE FOR THE ELDERLY CENTER, AND A FEDERALLY QUALIFIED HEALTH CENTER ON A PARCEL OF LAND LOCATED ON THE WESTERLY SIDE OF 1320 HIGHLAND AVENUE; AND (2) AUTHORIZING THE ESTABLISHMENT OF A HOUSING AUTHORITY FUND BASELINE APPROPRIATION OF \$10,475,000 BUT NOT-TO-EXCEED \$11,662,000 FROM FUND BALANCE OF THE HOUSING AUTHORITY FUND FOR A HOUSING AUTHORITY LOAN TO COMMUNITY HOUSINGWORKS TO FINANCE THE DEVELOPMENT OF THE AFFORDABLE HOUSING AND NEW SENIOR CENTER. (Housing Authority)

RECOMMENDATION: Adopt the Resolution.

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

HOUSING AUTHORITY 2020 (404-1-9)(cont.)

TESTIMONY: Silvia Calzada, Juan Carlso and Yvonne Cordoba spoke in favor.

Juan Carlos Hernandez, spoke in favor.

ACTION: Motion by Cano, seconded by Sotelo-Solis, to adopt the Resolution. Carried by unanimous vote.

STAFF REPORTS

ENGINEERING / PUBLIC WORKS REPORTS (1104-1-1)

26. Traffic Signal Upgrades. (Engineering/Public Works)

HOUSING AND ECONOMIC DEVELOPMENT (1104-1-9)

27. Housing Advisory Committee Report: Update on the Sixth Cycle Housing Element 2021-2029. (Housing Authority)

CITY MANAGER / REPORTS AFMIN (1104-1-12)

28. City Manager Report. (City Manager)

MAYOR, CITY COUNCIL, AND OTHER ELECTED OFFICIALS

City Treasurer Beauchamp thanked the Council for their action on the pension fund; welcomed incoming City Attorney Charles Bell and bid farewell to retiring City Attorney Angil Morris-Jones.

City Clerk Dalla provided a status report on campaign contribution totals for the November Municipal Election and reported on the new state law requiring the posting of all future campaign contribution on the City's web site beginning in 2021. City Clerk Dalla listed all the records and documents available to the public on the City's web page.

Member Quintero talked about flu vaccines and testing available in National City.

Member Cano thanked City Manager Raulston and Neighborhood Services Director Vergara for their efforts and response in dealing with some code enforcement issues.

Member Morrison discussed efforts to increase opportunities for outdoor dining in National City.

Vice Mayor Rios gave her condolences to the Ungab family for the loss of Lucy Ungab; welcomed new Principal Librarian Anne Defazio; thanked Dukie Valderrama for his service to the City as port commissioner and welcomed new City Attorney Charles Bell.

MAYOR, CITY COUNCIL, AND OTHER ELECTED OFFICIALS (cont.)

Mayor Sotelo-Solis welcomed City Attorney Bell; discussed the effects of COVID; thanked staff for their work with the 2020 census; reminded the community that the election is 14 days away and encouraged everyone to vote.

CLOSED SESSION REPORT

City Attorney Angil Morris-Jones indicated there was nothing to report from the Closed Session. (See attached Exhibit 'L')

ADJOURNMENT

The meeting was adjourned in honor of Mrs. Lucy Ungab.

Motion by Cano, seconded by Rios, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, November 17, 2020 at 6:00 p.m. at the Council Chambers, National City, California. Carried by unanimous vote.

The meeting closed at 9:48 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of December 1, 2020.

Mayor

DRAFT DRAFT DRAFT

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY**

November 17, 2020

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:05 p.m. by Mayor / Chairman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Cano, Morrison, Quintero, Rios, Sotelo-Solis.
Administrative Officials present: Aguirre, Dalla, Chapel, Morris-Jones, Bell, Palma, Reeder, Raulston, Tellez, Williams, Winney.
Others present: Rachelle Barrera, Finance Manager and James Halliday, Executive Director ARTS.

PLEDGE OF ALLEGIANCE TO THE FLAG BY COUNCILMEMBER RIOS

PUBLIC COMMENTS

Terri-Ann Skelly spoke about the dangers of vaping and marijuana.

Kathleen Lippitt provided information on COVID-19, e-cigarettes and marijuana use.

Kelly McCormic shared evidence of the dangers of dangers of legalization of marijuana.

Kelly Axelson, Hanah Salas and Brujixs del Barrio submitted letters in support of Mundo Gardens and Joe's Pocket farm.

ADJOURNMENT IN HONOR: Mayor Sotelo-Solis announced the meeting would be adjourned in memory of Michael Pop Ochaco.

PROCLAMATIONS

PROCLAMATION AND CERTIFICATE ADMIN (102-2-1)

1. Mayor Sotelo-Solis read the proclamation supporting National City Celebrates 2020 Small Business Saturday.

2. Mayor Sotelo-Solis read the proclamation supporting National City Celebrates National Caregivers Month. Mayor Sotelo-Solis introduced Roberto Velasquez and Martha Ranon who spoke to the item.

AWARDS AND RECOGNITIONS (102-10-15)

3. Mayor Sotelo-Solis introduced Mark Roberts, Director of Finance who Introduced New Employee Rachele Barrera, Finance Manager.
4. Mayor Sotelo-Solis introduced James Halliday, Executive Director who provided the Annual report on “A Reason to Survive (ARTS).”

CITY COUNCIL

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 5 (NCCM), Item Nos. 6 through 12 (Resolution No. 2020-202 through 2020-208), Item No. 13 (Report), Item Nos. 14 through 15 (Warrant Registers). Motion by Councilmember Cano, seconded by Councilmember Morrison, to approve the Consent Calendar. Carried by unanimous vote.

MUNICIPAL CODE 2020 (506-2-35)

5. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES OR RESOLUTIONS THAT ARE HAVING A PUBLIC HEARING CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES OR RESOLUTIONS SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (City Clerk)

ACTION: Approved. See Above.

CONTRACT (C2020-32)

6. Resolution No. 2020-202. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING AN INCREASE TO THE CONTRACT WITH BASILE CONSTRUCTION, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$215,987.03 FOR THE P-1 SEWER UPSIZE PROJECT, CIP NO. 19-43, TO COMPLETE THE REMOVAL AND REPLACEMENT OF THE SEWER MAIN LINE. (Engineering/Public Works)

ACTION: Approved. See Above.

CONTRACT (C2019-13)

7. Resolution No. 2020-203. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT WITH JANIKING OF CALIFORNIA, INC., INCREASING THE NOT-TO-EXCEED AMOUNT BY \$100,000, FOR A TOTAL AGREEMENT AMOUNT OF \$250,000, DUE TO THE CONTINUOUS NEED TO PROVIDE SPECIALIZED JANITORIAL SERVICES TO ADDRESS PUBLIC HEALTH AND SAFETY RISKS ASSOCIATED WITH THE COVID-19 PANDEMIC. (Engineering/Public Works)

ACTION: Approved. See Above.

CONTRACT (C2017-61)

8. Resolution No. 2020-204. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FOURTH AMENDMENT TO THE AGREEMENT WITH COUNTYWIDE MECHANICAL SYSTEMS, INC., INCREASING THE NOT-TO-EXCEED AMOUNT OF THE AGREEMENT BY \$200,000, FOR A TOTAL AGREEMENT AMOUNT OF \$420,412, EXPANDING THE SCOPE OF WORK WHICH INCLUDES, BUT IS NOT LIMITED TO, ALL SPECIALIZED SERVICES OFFERED TO ALL CITY-OWNED FACILITIES, AND EXTENDING THE TERM OF THE AGREEMENT BY ONE YEAR TO FEBRUARY 28, 2022, DUE TO THE IMMEDIATE NEED FOR CONTINUOUS SERVICES TO ADDRESS THE DEMANDS OF THE COVID-19 PANDEMIC. (Engineering/Public Works)

ACTION: Approved. See Above.

CONTRACT (C2020-57)

9. Resolution No. 2020-205. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BUCKNAM INFRASTRUCTURE GROUP, INC. FOR PAVEMENT – TRAFFIC CONTROL MANAGEMENT PROGRAM SERVICES, EFFECTIVE DECEMBER 1, 2020 UNTIL NOVEMBER 30, 2021, FOR AN AMOUNT NOT-TO-EXCEED \$99,920.00 BY PIGGYBACKING ONTO THE CITY OF SOUTH PASADENA'S PROFESSIONAL SERVICES CONTRACT. (Engineering/Public Works)

ACTION: Approved. See Above.

PARKING AND TRAFFIC CONTROL ADMIN 2020 (801-2-42)

10. Resolution No. 2020-206. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE REMOVAL OF 92 FEET OF ANGLED PARKING TO BE REPLACED WITH PARALLEL PARKING ON THE EAST SIDE OF HIGHLAND AVENUE, ADJACENT TO 804 MELROSE STREET TO ENHANCE STREET SAFETY (TSC NO. 2020-16).
(Engineering/Public Works)

ACTION: Approved. See Above.

PARKING AND TRAFFIC CONTROL ADMIN 2020 (801-2-42)

11. Resolution No. 2020-207. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF "NO TRUCK PARKING" SIGNAGE ON THE EAST SIDE OF ROOSEVELT AVENUE, BETWEEN WEST 8TH STREET AND WEST PLAZA BLVD, TO INCREASE PARKING TURNOVER FOR CUSTOMERS AND EMPLOYEES OF THE NEARBY BUSINESSES, AND TO ENHANCE STREET SAFETY (TSC NO. 2020-17).

(Engineering/Public Works)

ACTION: Approved. See Above.

PARKING AND TRAFFIC CONTROL ADMIN 2020 (801-2-42)

12. Resolution No. 2020-208. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGN IN FRONT OF THE RESIDENCE LOCATED AT 832 EAST 20TH STREET (TSC NO. 2020-18).

(Engineering/Public Works)

ACTION: Approved. See Above.

FINANCIAL MANAGEMENT 2020 (204-1-35)

13. National City Sales Tax Update Newsletter – Second Quarter 2020.
(Finance)

ACTION: Approved. See Above.

FINANCIAL MANAGEMENT 2020 (204-1-35)

14. Warrant Register #12 for the period of 9/16/20 through 9/22/20 in the amount of \$3,457,747.54.
(Finance)

ACTION: Approved. See Above.

FINANCIAL MANAGEMENT 2020 (204-1-35)

15. Warrant Register #13 for the period of 9/23/20 through 9/29/20 in the amount of \$552,385.88.
(Finance)

ACTION: Approved. See Above.

PUBLIC HEARINGS

EMERGENCY / DISASTER PLANNING ADMIN (301-1-1) HOUSING AUTHORITY 2020 (404-1-9)

16. Resolution No. 2020-209. PUBLIC HEARING AND ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING AN INCREASE OF \$643,113.00 TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUND APPROPRIATION AND CORRESPONDING REVENUE BUDGET FOR CARES ACT ROUND THREE CDBG-CV ACTIVITIES AND AUTHORIZING THE SUBMISSION OF THE SECOND AMENDMENT TO THE 2019-2020 ACTION PLAN THAT INCORPORATES THE FUNDED ACTIVITIES INTO SAID ACTION PLAN FOR ACCEPTANCE BY U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD). (Housing Authority)

Mayor Sotelo-Solis introduced Carlos Aguirre, Director of Housing and Angelita Palma, Housing Programs Manager who gave the report.

Mayor Sotelo-Solis opened the Public Hearing at 7:03 p.m. and closed Public Hearing at 7:04 p.m.

No Public Comment Received.

ACTION: Motion by Councilmember Cano, seconded by Councilmember Morrison, to close the Public Hearing. Carried by unanimous vote.

ACTION: Motion by Councilmember Cano, seconded by Councilmember Morrison, to adopt Resolution No. 2020-209. Carried by unanimous vote.

STREET VACATION ADMIN 2020 (902-26-8)

17. Resolution No. 2020-210. PUBLIC HEARING AND ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE EXECUTION OF AN ORDER OF VACATION OF A PORTION OF HARRISON AVENUE BETWEEN WEST 18TH AND 19TH STREETS, AND THE WESTERLY 40 FEET OF WEST 18TH STREET NORTH OF HARRISON AVENUE. (APPLICANT: CHARLES KELTNER FOR BURLINGTON NORTHERN AND SANTA FE (BNSF) RAILWAY COMPANY) (Case File No. 2020-09 SC) (Planning)

Mayor Sotelo-Solis introduced Martin Reeder, Principal Planner who gave the report and PowerPoint Presentation.

PUBLIC HEARINGS

STREET VACATION ADMIN 2020 (902-26-8)(cont.)

Mayor Sotelo-Solis opened the Public Hearing at 7:16 p.m. and closed Public Hearing at 7:19 p.m.

Public Comment Received: Ted Godshalk in opposition.

ACTION: Motion by Vice-Mayor Rios, seconded by Councilmember Cano, to close the Public Hearing. Carried by unanimous vote.

ACTION: Motion by Councilmember Cano, seconded by Councilmember Quintero, to adopt Resolution No. 2020-210. Carried by unanimous vote.

NON CONSENT RESOLUTIONS

HOUSING AUTHORITY 2020 (404-1-9)

18. Resolution No. 2020-211. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY (1) APPROVING AN AFFORDABLE HOUSING DENSITY BONUS AGREEMENT WITH NATIONAL CITY PACIFIC ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP, RESTRICTING THE RENT AND OCCUPANCY OF TWENTY SIX (26) UNITS TO LOW INCOME HOUSEHOLDS IN EXCHANGE FOR TWO DENSITY BONUS CONCESSIONS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 65915 – 65918 FOR THE DEVELOPMENT OF 131 HOUSING UNITS LOCATED AT 1105 NATIONAL CITY BLVD. IN NATIONAL CITY; AND (2) APPROVING A SUBORDINATION AND INTERCREDITOR AGREEMENT WITH CITIBANK, N.A, WILMINGTON TRUST, AND RIVERSIDE CHARITABLE CORPORATION SUBORDINATING THE DEED OF TRUST SECURING THE PERFORMANCE OF SAID AFFORDABLE HOUSING DENSITY BONUS AGREEMENT. (Housing Authority)

Mayor Sotelo-Solis introduced Carlos Aguirre, Director of Housing who gave the report. Consultants for the Developer Gene Brossard and Kim Calica responded to Council questions.

No Public Comment Received

ACTION: Motion by Councilmember Cano, seconded by Councilmember Quintero, to adopt Amended Resolution No. 2020-211, amendment correcting amount of available parking spaces to reflect accurate number of 79 spaces. Carried by unanimous vote.

ELECTION NOVEMBER 2020 ADMIN (505-7-10)

19. Resolution No. 2020-212. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING AN APPROPRIATION IN THE AMOUNT OF \$65,000 TO THE GENERAL FUND CITY CLERK - ELECTIONS ACCOUNT FROM THE GENERAL FUND BALANCE FOR ELECTION COSTS ASSOCIATED WITH THE NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION. (City Clerk)

Mayor Sotelo-Solis introduced Michael R. Dalla, City Clerk who gave the report.

No Public Comment Received

ACTION: Motion by Vice-Mayor Rios, seconded by Councilmember Cano, to adopt Resolution No. 2020-212. Carried by unanimous vote.

NEW BUSINESS

LOCAL COASTAL PROGRAM ADMIN (405-5-1)

20. Notice of Decision – Planning Commission approval of a Coastal Development Permit for the proposed vacation of a portion of Harrison Avenue between West 18th and 19th streets, and the westerly 40 feet of West 18th Street north of Harrison Avenue in the Coastal Zone. (Applicant: Charles Keltner for Burlington Northern and Santa Fe (BNSF) Railway Company) (Planning)

No Public Comment Received

ACTION: Motion by Vice-Mayor Rios, seconded by Councilmember Cano, to receive and file. Carried by unanimous vote.

COUNCIL MEETINGS REGS / SCHEDULE ADMIN (102-7-1)

21. City Council Meeting Schedule for January 2021. (City Clerk)

Mayor Sotelo-Solis introduced Michael R. Dalla, City Clerk who gave the report.

No Public Comment Received

ACTION: Motion by Vice-Mayor Rios, seconded by Councilmember Cano, to cancel the January 5, 2021 City Council Meeting. Carried by unanimous vote.

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

NEW BUSINESS - HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

22. Community Services Update. (Community Services)

Mayor Sotelo-Solis introduced Tony Winney, Assistant City Manager who gave the report of events.

No Public Comment Received

23. City Manager Report. (City Manager)

Mayor Sotelo-Solis introduced Brad Raulston, City Manager who gave the update on current COVID-19 Purple Tier status.

No Public Comment Received

MAYOR AND CITY COUNCIL AND OTHER ELECTED OFFICIALS

City Clerk Dalla provided a time line of pending election related events with the Registrar of Voters Certification of Election results expected on December 3rd followed by City Council action on December 15th when newly elected and reelected officials will be sworn into office.

City Treasurer Beauchamp discussed the approved Street Vacation item and its possible connection to a revived Santa Fe / Amtrak maintenance facility in National City; expressed his concerns about the costs of the movie event at Plaza Bonita.

Member Cano played a recording of a song titled "You are going to be ok".

Member Quintero explained the difficulties faced by small businesses because of COVID and encouraged everyone to continue to support their favorite local independent business establishment.

Member Morrison related that the COVID crisis has continued on long after it was expected to dissipate and instead become more intense with the total new cases in the last seven days totaling 5266 which means we are in for very difficult times in the weeks ahead.

Vice Mayor Rios requested that the City Council consider a Resolution of support supporting for Sweetwater Water Authority's efforts for water affordability during COVID.

MOTION: Motion by Rios, seconded by Cano, to bring back a Resolution supporting Sweetwater Authority's request for customer relief water bill hardships caused by COVID-19. Carried by unanimous vote.

Vice Mayor Rios requested the City Manager look into the City supporting the "I'm Ready Program" for underemployed young adults by including the program on the City web site in partnership with the Chamber of Commerce.

Mayor Sotelo-Solis 1) thanked Member Cano for the "We are going to be ok" song that he played; 2) shared that she is a volunteer in a COVID-19 vaccine trial being conducted by Johnson&Johnson; 3) announced that the National City Public Safety Foundation in partnership with other community groups will be providing COVID-19 safety kits and a free turkey at the library on November 19th; 4) provided details on the first annual "We are National City – The Bright Lights of Winter 2020" home decorating celebration and contest.

CLOSED SESSION

CLOSED SESSION REPORT

City Attorney Bell gave the report on Closed Session, City Council voted unanimously and gave direction on Closed Session Item #1, Conference with Legal Counsel – Pending Litigation: Existing Litigation under Government Code Section 54956.9(d)(1) Justin Perez v. City of National City.

No report out on Item Nos. 2 and 3.

ADJOURNMENT

Mayor Sotelo-Solis adjourned the meeting in memory of long-time resident Michael Pop Ochoa, to the next Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - December 1, 2020 - 6:00 p.m. - Council Chambers - National City, California.

The meeting closed at 8:24 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of December 1, 2020.

Mayor

EXHIBIT 'L'



AGENDA OF A SPECIAL MEETING

CITY COUNCIL OF THE CITY OF NATIONAL CITY
ONLINE MEETING

Civic Center
1243 National City Boulevard
National City, California

Special Meeting - Tuesday, November 17, 2020 – 5:00 p.m.

OPEN TO THE PUBLIC

OPEN SESSION

CALL TO ORDER
ROLL CALL

CLOSED SESSION

1. Conference with Legal Counsel – Pending Litigation:
Existing Litigation under Government Code Section 54956.9(d)(1)
Justin Perez v. City of National City
2. Conference with Legal Counsel – Potential Litigation: One Case
Potential Litigation Pursuant to Governmental Code Section
54956.9(e)(1)
3. Conference with Real Property Negotiators – one property
Real Property Conference pursuant to Government Code Section 54956.8
Property: APN #564-471-11
Agency Negotiator: Brad Raulston, City Manager
Negotiating Parties: CarMax and San Diego County
Under Negotiation: Terms and Price

CLOSED SESSION REPORT AT END OF REGULAR MEETING

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, November 17, 2020, 6:00 p.m.,
City Council Chambers, Civic Center – National City, California.

DRAFT DRAFT DRAFT
**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF NATIONAL CITY**

November 17, 2020

The Special Meeting of the City Council of the City of National City was called to order by Mayor / Chairwoman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Cano, Morrison, Quintero, Rios, Sotelo-Solis.
Administrative Officials present: Morris-Jones, Raulston, Metuau, Winney.

CITY COUNCIL

OPEN SESSION

PUBLIC COMMENTS – None.

Members retired into Closed Session.

CLOSED SESSION

1. Conference with Legal Counsel – Pending Litigation:
Existing Litigation under Government Code Section 54956.9(d)(1)
Justin Perez v. City of National City

2. Conference with Legal Counsel – Potential Litigation: One Case
Potential Litigation Pursuant to Governmental Code Section 54956.9(e)(1)

3. Conference with Real Property Negotiators – one property
Real Property Conference pursuant to Government Code Section 54956.8
Property: APN #564-471-11
Agency Negotiator: Brad Raulston, City Manager
Negotiating Parties: CarMax and San Diego County
Under Negotiation: Terms and Price

CLOSED SESSION REPORT AT END OF REGULAR MEETING

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, November 17, 2020, 6:00 p.m., City Council Chambers, Civic Center – National City, California.

City Clerk

The foregoing minutes were approved at the Regular Meeting of December 1, 2020.

Mayor

DRAFT

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the acceptance of the Disarming Prohibited Persons \(DPP\) grant, under AB 340, in the amount of \\$10,000 for FY 2020 through FY 2022, and authorizing the Chief of Police to execute the Agreement for the award of the grant funds and sign grant documents indemnifying the granting agency against any liability arising from grant related operations, and authorizing the establishment of the Police Department Grants Fund appropriations and a corresponding revenue budget, in the amount of the grant for reimbursement of overtime, fringe benefits and mileage for programmatic operations. \(Police\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: 12/01/2020

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the acceptance of the Disarming Prohibited Persons (DPP) grant, under AB 340, in the amount of \$10,000 for FY 2020 through FY 2022, and authorizing the Chief of Police to execute the Agreement for the award of the grant funds and sign grant documents indemnifying the granting agency against any liability arising from grant related operations, and authorizing the establishment of the Police Department Grants Fund appropriations and a corresponding revenue budget, in the amount of the grant for reimbursement of overtime, fringe benefits and mileage for programmatic operations.

PREPARED BY: Alejandro Hernandez, Captain
PHONE: (619) 336-4519

DEPARTMENT: Police

APPROVED BY: 

EXPLANATION:

The County of San Diego through the San Diego County Sheriff's Department received funding from the Board of State and Community Corrections (BSCC) for the Fiscal Year (FY) 2020 through June 30, 2022 for the enforcement action of Assembly Bill 340- Disarming Prohibited Persons. As one of the participating agencies, the National City Police Department's share of the total grant amount is \$10,000, which is determined by the Department of Justice based on the population and number of prohibited persons in the City. The Police Department's participation is governed by a Memorandum of Agreement with the San Diego County Sheriff's Department, who serves as the fiscal agent for the grant. The Disarming Prohibited Persons Program is a reimbursable grant for law enforcement in the enforcement of removing firearms from prohibited persons as outlined by this grant. As designated, the National City Police Department plans to spend all \$10,000 on overtime, fringe benefits, and vehicle mileage. No matching funds are required. There is no impact on the General Fund.

FINANCIAL STATEMENT:

ACCOUNT NO. Expenditure: 290-11690-3463
Revenue: 290-411-690

APPROVED:  Finance

APPROVED: _____ MIS

This program does not require a match or in-kind contribution; therefore, there is no impact to impact to the General Fund.

ENVIRONMENTAL REVIEW:

Not applicable

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Staff recommends the acceptance of the grant.

BOARD / COMMISSION RECOMMENDATION:

Not applicable

ATTACHMENTS:

- 1) Agreement for the FY 2020 Agreement for the Disarming Prohibited Persons
- 2) Operatonal Orders- AB 340 Disarming Prohibited Persons Team

**AGREEMENT FOR THE
DISARMING PROHIBITED PERSONS**

PARTIES TO THE AGREEMENT

This Agreement is between the COUNTY OF SAN DIEGO (“COUNTY and the CITY OF CARLSBAD, CITY OF CHULA VISTA, CITY OF CORONADO, CITY OF EL CAJON, CITY OF ESCONDIDO, CITY OF LA MESA, CITY OF NATIONAL CITY, CITY OF OCEANSIDE, CITY OF SAN DIEGO, and the SAN DIEGO HARBOR POLICE DEPARTMENT (collectively the “CITIES”); the CALIFORNIA DEPARTMENT OF JUSTICE ("CA DOJ"), and, the U. S. DEPARTMENT OF JUSTICE ("USDOJ"), collectively the “PARTIES,” for program support of the Disarming Prohibited Persons ("DPP") team.

Party Departments or Agencies Participating in The Agreement

For the COUNTY, participating agency is the Sheriff’s Department.

For the CITIES, participating agencies are their respective police departments and includes the San Diego Harbor Police Department.

For the USDOJ, participating agency is the Federal Bureau of Investigation ("FBI").

The CA DOJ does not have party departments or agencies participating in this agreement.

The services and obligations of PARTIES and their participating agencies are set forth herein.

RECITALS

WHEREAS, COUNTY received funds from the Board of State and Community Corrections ("BSCC") to establish and implement a Disarming Prohibited Persons team ("DPP"); and

WHEREAS, COUNTY recognizes CA DOJ as the law enforcement agency with primary jurisdiction over firearms regulations and enforcement in California; and

WHEREAS, COUNTY received funds from the BSCC for enforcement of the Armed and Prohibited Persons System ("APPS") program with the goal of assisting and supporting CA DOJ in eliminating backlog of APPS targets in San Diego County by providing extra law enforcement personnel to conduct investigations, operational enforcement, and follow-up of APPS related targets; and

WHEREAS, COUNTY shall work to support CA DOJ'S mission of removing firearms from individuals who may pose a threat to themselves and communities; and

WHEREAS, COUNTY does not intend to utilize funds to replace CA DOJ as the primary law enforcement agency responsible for firearms regulation in California.

WHEREAS, COUNTY has requested PARTIES assistance in performing DPP operations and will reimburse PARTIES for overtime only expenses incurred in DPP activities not to exceed \$500,000 during the project period July 1, 2019 through June 30, 2022; and

WHEREAS, Government Code §55632 authorizes COUNTY to contract with CITIES for provision of joint law enforcement services; and

WHEREAS, PARTIES shall follow all federal and state laws, including Government Code §12525.5.

WHEREAS, PARTIES agree to maintain and retain for audit and inspection, documentation supporting all expenditures reimbursed from the DPP program funds in accordance with BSCC Record Keeping requirements for three years from the date of submission of the final expenditure report and in accordance with Sheriff's Records Management requirements for an additional two years, for a total minimum of five years; ensure all expenditures are allowable under grant requirements; and, adhere to its jurisdiction's authorized procurement methods.

WHEREAS, PARTIES agree to the exception of the 3-Year Retention Period, that, if any litigation, claim, audit, or other action involving the records has started before the expiration of the 3-year period, the records must be retained until all issues involving the records have been resolved and final action taken.

WHEREAS, PARTIES desire to enter into an agreement with provisions concerning the nature and extent of DPP collaboration, services rendered, and compensation; and

WHEREAS, COUNTY, by action of the Board of Supervisors Minute Order No. 1 dated March 10, 2020 approved and authorized appropriations of \$500,000 to perform DPP operations on overtime, during the project period July 1, 2019 through June 30, 2022;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PARTIES jointly intend that COUNTY will fund, and PARTIES will provide, a level of DPP team services, as set forth in this Agreement.

AGREEMENT

I. PURPOSE AND INTENT

The purpose of this Agreement is to set forth the obligations of the PARTIES related to DPP team operations.

II. SCOPE OF SERVICES

A. Method of Service Delivery

COUNTY will maintain the DPP team and will be administratively responsible for coordination of PARTIES' obligations under this Agreement. The DPP team will be staffed as described in section IV. - Standards of Service: Obligations of the Parties.

B. Overview of Basic Services

PARTIES will provide DPP team activities (“Activities”) within San Diego County, defined as the incorporated areas of the CITIES, and the unincorporated area of the County. The Activities will consist of personnel from PARTIES performing DPP team functions during and after normal business hours.

III. TERM OF AGREEMENT

A. Initial Term

The term of this Agreement shall be retroactive to midnight on July 1, 2019, and shall continue in effect through and terminate at midnight on June 30, 2022; subject to section III. B. and III. C. below.

B. Option to Extend

Upon the mutual agreement of COUNTY and any PARTY, this Agreement may be renewed for successive one (1) year periods. Renewal or extension of the Agreement beyond June 30, 2020 shall be subject to remaining funds and to a time extension approved by the BSCC. Any PARTY that does not agree to renew shall terminate its participation at the end of the term of this Agreement.

C. Termination

Subject to the applicable provisions of state law, any PARTY may terminate its participation in this Agreement upon ninety (90) days' minimum written notice to the other PARTIES.

IV. STANDARDS OF SERVICE; OBLIGATIONS OF THE PARTIES

A. Anticipated Outcome

The anticipated outcome of the DPP team Activities to be provided by PARTIES under this Agreement includes, but is not limited to cooperating in identifying, investigating, seizing firearms from, arresting, and assisting in the prosecution of

individuals who are armed and prohibited from possessing a firearm; collecting data to determine if the proactive law enforcement procedures adopted by the program are effective in reducing violent firearm-related crimes; and, developing procedures for operating a multi-jurisdictional regional task force.

1. PARTIES shall adhere to Exhibit A – Operational Order, attached hereto, and any subsequent update.

B. Personnel Qualifications and Assignment

All PARTY personnel who perform DPP team Activities pursuant to this Agreement shall have met the minimum qualifications designated for their specific classification.

PARTIES shall provide DPP team with qualified personnel to meet performance standards and scope of service defined herein.

1. COUNTY Discretion

The management, direction, and supervision of COUNTY DPP team personnel; the standards of performance; the discipline of deputies; and, all other matters incident to the performance of such services, shall be performed by and be the responsibility of COUNTY in COUNTY's sole but reasonable judgment and in accord with the provisions of applicable labor agreements. COUNTY shall be the appointing authority for all COUNTY personnel provided to the DPP team by this Agreement. CITIES shall have no liability for any direct payment of salary, wages, indemnity, or other compensation or benefit to persons engaged in COUNTY's performance of this Agreement.

2. PARTY Discretion

The management, direction, and supervision of PARTY DPP team personnel, the standards of performance, the discipline of officers and/or non-sworn personnel, and all other matters incident to the performance of such services, shall be performed by and be the individual responsibility of each respective PARTY in each respective PARTY'S sole but reasonable judgment and in accord with the provisions of applicable labor agreements. Each PARTY shall be the appointing authority for its respective personnel provided to the DPP team by this Agreement. COUNTY shall have no liability for any direct payment of salary, wages, indemnity, or other compensation or benefit to persons engaged in PARTY'S performance of this Agreement.

3. Designated Coordinators

COUNTY shall select and designate a coordinator who shall manage and direct the DPP team. Each other PARTY shall select and designate a coordinator under this Agreement. The designated coordinators for each PARTY shall implement, as needed, appropriate procedures governing the performance of all requirements under this Agreement and shall be responsible for meeting and conferring in good faith in order to address any disputes which may arise concerning implementation of this Agreement.

4. Staffing for Basic Services

PARTIES shall ensure that adequate numbers of their qualified respective personnel are provided to DPP team Activities at all times during the term of this

Agreement to meet the Basic Services, Scope of Services, and Standards of Service commitments set forth herein.

5. Pre-Authorization of Overtime

Designated coordinators for each PARTY shall contact COUNTY designated coordinator for authorization to work overtime prior to the scheduled DPP team Activity detail. COUNTY shall not reimburse any overtime worked by PARTIES personnel that is not approved in advance.

6. Equipment and Supplies

COUNTY will provide COUNTY DPP team personnel with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform DPP team Activities. Each PARTY will provide its respective DPP team personnel with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform DPP team Activities.

V. COST OF SERVICES/CONSIDERATION

A. General

As full consideration for the satisfactory performance and completion by PARTIES of DPP team Activities set forth in this Agreement, COUNTY shall pay to PARTIES, for personnel assigned to perform DPP team Activities based on invoices and submittals as set forth hereunder. Such payments by COUNTY are dependent on the continued availability of grant funds from the BSCC.

B. Personnel Costs/Rate of Compensation

During the term of this Agreement, COUNTY shall compensate PARTIES for preauthorized overtime worked by personnel assigned to perform DPP team Activities based upon available funding and the actual costs incurred by PARTIES to provide Activities under this Agreement.

C. Method of Payment

1. Each PARTY shall email a completed Exhibit B – Certification of Services, attached hereto, invoice generated by PARTY'S payables department, timesheets, and any other related supporting documentation that represents amounts due under this Agreement to COUNTY through Grants.NonHSG@sdsheriff.gov, Subject: DPPT, no later than 5:00 p.m. thirty (30) business days following the end of each month during the term of this Agreement.
 - a. Exhibit B – Certification of Services must have the signature of the designated coordinator, or his or her designee, of the non-County PARTY submitting the Certification of Services, certifying that the invoice, timesheets, and related documentation are true and correct.
 - b. PARTIES that have adopted a paperless timekeeping policy shall email a letter on department stationary stating their paperless timekeeping policy and the system used by their agency, signed by their Chief or his or her designee with the documents in section V.C.1.
2. PARTIES shall email Invoice for Services completed that month, in the following month, e.g., for the month of July, an Invoice for Services shall be

submitted by PARTY to COUNTY no later than August 8 of the following calendar year.

3. Within thirty (30) business days upon receipt of valid invoice, COUNTY will pay PARTIES for the Basic Services agreed to.
4. PARTIES shall maintain payroll records for every person whose costs are reimbursable under this Agreement, to include, at a minimum, the person's name, classification, duty position, task, and regular and overtime hours worked. PARTIES shall make available to COUNTY for inspection, upon reasonable request, all payroll records and any other records that relate to the Basic Services provided under this Agreement.

VI. INDEMNIFICATION RELATED TO WORKERS' COMPENSATION, EMPLOYMENT AND CLAIMS AND LIABILITY ISSUES

A. For the purposes of this section VI, the term PARTY and PARTIES does not include the USDOJ through the FBI.

B. Workers' Compensation and Employment

1. The COUNTY shall fully indemnify and hold harmless PARTIES, and their respective officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY, or (2) any claim, demand, suit or other proceeding arising from or

related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY.

2. PARTIES shall fully indemnify and hold harmless the COUNTY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the PARTIES or any contract labor provider retained by the PARTIES, or (2) any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the PARTIES or any contract labor provider retained by the PARTIES.
3. Each non-County PARTY shall fully indemnify and hold harmless the other non-County PARTIES, their officers, employees, and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation

proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the indemnifying PARTY or any contract labor provider retained by the indemnifying PARTY, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the indemnifying PARTY or any contract labor provider retained by the indemnifying PARTY.

C. Indemnification Related to Acts or Omissions; Negligence

1. Claims Arising from Sole Acts or Omissions of a PARTY

Each PARTY to this Agreement hereby agrees to defend and indemnify the other PARTIES to this Agreement, their agents, officers and employees, from any claim, action or proceeding against the other PARTIES, arising solely out of its own acts or omissions in the performance of this Agreement. At each PARTY's sole discretion, each PARTY may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any PARTY of any obligation imposed by this Agreement. PARTIES shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense.

2. Claims Arising from Concurrent Acts or Omissions

The PARTIES hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of the PARTIES. In

such cases, PARTIES agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 4 below.

3. Joint Defense

Notwithstanding paragraph 2 above, in cases where PARTIES agree in writing to a joint defense, PARTIES may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of PARTIES. Joint defense counsel shall be selected by mutual agreement of PARTIES. PARTIES agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 4 below. PARTIES further agree that no PARTY may bind the others to a settlement agreement without the written consent of the others.

4. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the PARTIES, PARTIES may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

VII. GENERAL PROVISIONS

A. For the purposes of this section VII, the term PARTY and PARTIES does not include the USDOJ through the FBI.

B. Independent Contractor Status

In the performance of services under this Agreement, COUNTY and PARTIES acknowledge and agree that COUNTY and its respective officers, agents and/or

employees shall be deemed independent contractors and not officers, agents or employees of PARTIES; PARTIES and their respective officers, agents and/or employees shall be deemed independent contractors and not officers, agents or employees of COUNTY or of other PARTIES. All such personnel provided by COUNTY under this Agreement are under the direct and exclusive supervision, daily direction, and control of COUNTY and COUNTY assumes full responsibility for the actions of such personnel in the performance of services hereunder; all such personnel provided by PARTIES under this Agreement are under the direct and exclusive supervision, daily direction, and control of their respective agencies and each agency assumes full responsibility for the actions of such personnel in the performance of services hereunder.

COUNTY and PARTIES acknowledge and agree that COUNTY does not control the manner and means of performing the work of PARTIES' officers, agents or employees who perform DPP team Activities, nor does COUNTY have the right to hire or fire such officers, agents or employees. PARTIES do not control the manner and means of performing the work of COUNTY or other PARTIES' officers, agents or employees who perform DPP team Activities, nor do PARTIES have the right to hire or fire such officers, agents or employees.

COUNTY has no authority of any kind to bind PARTIES, and PARTIES have no authority to bind COUNTY or other PARTIES in any respect whatsoever, nor shall COUNTY act or attempt to act, or represent itself directly or by implication as an agent of PARTIES, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of PARTIES. PARTIES shall not act or

attempt to act or represent themselves directly or by implication as an agent of COUNTY or other PARTIES, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of COUNTY or other PARTIES.

C. Notices

Any notice, request, demand or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows or, to such other place as each party may designate by subsequent written notice to each other:

To COUNTY:

Sheriff
S. D. County Sheriff's Department
P. O. Box 939062
San Diego, CA 92193

To PARTIES:

Chief of Police
Carlsbad Police Dept.
2560 Orion Way
Carlsbad, CA 92010

Chief of Police
Chula Vista Police Dept.
315 4th Avenue
Chula Vista, CA 91910

Chief of Police
Coronado Police Dept.
700 Orange Avenue
Coronado, CA 92118

Chief of Police
El Cajon Police Dept.
100 Civic Center Way
El Cajon, CA 92020

Chief of Police
Escondido Police Dept.
1163 N. Centre City Pkwy.
Escondido, CA 92026

Chief of Police
La Mesa Police Dept.
8085 University Avenue
San Diego, CA 91942

Chief of Police
National City Police Dept.
1200 National City Blvd.
National City, CA 91950

Chief of Police
Oceanside Police Dept.
3855 Mission Avenue
Oceanside, CA 92058

Chief of Police
San Diego Harbor Police
3380 N. Harbor Drive
San Diego, CA 92101

Chief of Police
San Diego Police Dept.
1401 Broadway
San Diego, CA 92101

Attorney General
California Dept. of Justice
1300 I Street
Sacramento, CA 95814-2919

Special Agent in Charge
FBI
10385 Vista Sorrento Pkwy.
San Diego, CA 92121

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.

D. Amendment; Assignment

This Agreement may be modified or amended only by a written document signed by all PARTIES, and no oral understanding or agreement shall be binding on the PARTIES. No PARTY shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other PARTIES.

E. Entire Agreement

This Agreement constitutes the complete and exclusive statement of agreement between the COUNTY and PARTIES with respect to the subject matter hereto. As such, all prior written and oral understandings are superseded in total by this Agreement.

F. Construction

This Agreement will be deemed to have been made and shall be construed, interpreted, governed and enforced pursuant to and in accordance with the laws of the State of California. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of the Agreement and shall not be construed against any one party.

G. Waiver

A waiver by COUNTY or PARTIES of a breach of any of the covenants to be performed by COUNTY or PARTIES shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement. In addition, the failure of any PARTY to insist upon strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by COUNTY or PARTIES of either performance or payment shall not be considered a waiver of any other PARTY's preceding breach of this Agreement.

H. Authority to Enter Agreement

COUNTY and PARTIES have all requisite power and authority to conduct their respective business and to execute, deliver, and perform the Agreement. Each PARTY warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective PARTY.

I. Cooperation

COUNTY and PARTIES will cooperate in good faith to implement this Agreement.

J. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. COUNTY will provide each PARTY with a copy of this Agreement once fully executed.

K. Severability

This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any Court or other legal authority, or is agreed upon by the PARTIES, to conflict with any law or regulation, then the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of this Agreement to any PARTY is lost, then the Agreement may be terminated at the option of the affected PARTY, with the notice as required in this Agreement. In all other cases, the remainder of this Agreement shall be severable and shall continue in full force and effect.

L. Legislative Changes

If any changes are made to regulations pursuant to which this Agreement is made or to any successor legislation or regulations, or if the BSCC imposes any budget requirements or limitations applicable to this Agreement and the services to be provided hereunder, then (1) to the extent any of the changes are of mandatory application, such change(s) shall apply to the PARTIES and this Agreement, and this Agreement shall be deemed to be amended to be consistent with such changes(s) except to the extent that such change(s) alter(s) a material provision of this Agreement in which case such material provision shall be voidable and the PARTIES will negotiate in good faith to amend the Agreement as necessary, and (2) to the extent any of the changes are not of mandatory application, such change(s) shall not affect this Agreement or the right or obligations of COUNTY and PARTIES under this Agreement unless the PARTIES mutually agree to subject themselves to such changes(s).

M. Representation

PARTIES' Chief of Police, Attorney General, Special Agent in Charge, or their respective designees, shall represent PARTIES in all discussions pertaining to this Agreement. COUNTY's Sheriff, District Attorney, or Chief Probation Officer, or his or her designee, shall represent COUNTY in all discussions pertaining to this Agreement.

N. Dispute Resolution Concerning Services and Payment

In the event of any dispute concerning services and payment arising from this Agreement, the representatives described in Section M will meet and confer within 10 (ten) business days after receiving notice of the dispute to resolve the dispute.

O. Termination of Funding

In the event that funding for reimbursement of costs related to DPP team Activities is terminated by the BSCC, this Agreement in its entirety shall be considered null and void and COUNTY and PARTIES shall no longer be required to provide DPP team Activities as described herein. In such event, the PARTIES shall meet immediately, and if agreed upon by the PARTIES, mutually develop and implement within a reasonable time frame, a transition plan for the provision of DPP team Activities through alternate means.

P. Obligation

This Agreement shall be binding upon the successors of the PARTIES.

This Agreement is executed and delivered within the State of California and the rights and obligations of the PARTIES hereto shall be construed and enforced in accordance with and governed by the laws of the State of California.

IN WITNESS WHEREOF, the PARTIES hereto approve and agree to the terms of this Agreement, such Agreement being effective July 1, 2019, unless otherwise specified.

**COUNTY OF SAN DIEGO
SHERIFF'S DEPARTMENT**

William D. Gore
Sheriff

CHULA VISTA POLICE DEPT.

Roxana Kennedy
Chief of Police

CORONADO POLICE DEPT.

Chuck Kaye
Chief of Police

EL CAJON POLICE DEPT.

Mike Moulton
Chief of Police

LA MESA POLICE DEPT.

Matt Nicholass
Chief of Police (Acting)

OCEANSIDE POLICE DEPT.

Frank McCoy
Chief of Police

SAN DIEGO HARBOR POLICE DEPT.

Mark Stainbrook
Chief of Police

CARLSBAD POLICE DEPARTMENT

Neil Gallucci
Chief of Police

CITY OF CORONADO

Blair King
City Manager

CITY OF EL CAJON

Graham Mitchell
City Manager

ESCONDIDO POLICE DEPT.

Ed Varso
Chief of Police

NATIONAL CITY POLICE DEPT.

Jose Tellez
Chief of Police

SAN DIEGO POLICE DEPT.

David Nisleit
Chief of Police

CALIFORNIA DEPT. OF JUSTICE

Luis Lopez
Director, Division of Law Enforcement

FEDERAL BUREAU OF INVESTIGATION

Omer Meisel
Special Agent in Charge (Acting)

Approved as to form and legality:
SAN DIEGO COUNTY COUNSEL

Approved as to form:
**MARA W. ELLIOTT, SAN DIEGO CITY
ATTORNEY**

Mark Day
Senior Deputy

Deputy City Attorney

EXHIBIT A

OPERATIONAL ORDERS

AB 340 - Disarming Prohibited Persons Team

To ensure safety, uniformity of operations, and accurate reporting and record keeping amongst law enforcement agencies participating in the Disarming Prohibited Persons Team (DPPT), the following requirements must be met by participants:

Operational Preparation

- 1) Any agency planning to conduct a DPPT operation led by their agency's personnel, must first be granted approval by the DPPT administrator; Sergeant, San Diego County Sheriff's Department, Counter Terrorism Group.
- 2) Any agency conducting a DPPT operation shall designate a case agent.
- 3) All targets for DPPT operations will be provided by San Diego County Sheriff's Department ("Sheriff") and/or California Department of Justice ("CA DOJ") analysts. Target packets will be developed by the analysts, which will contain at a minimum, basic criminal history and officer safety checks. It will be the duty of the case agent to verify all information received in target packets, and to conduct supplemental work-up of target subjects if they desire.
- 4) Each agency will submit an operation plan at least 24-hours before an approved DPPT operation. The operation plan should include a list of the targets that will be contacted, the names and departments of all law enforcement participating in the operation, and a description of what the operation will entail (i.e., surveillance operation, knock and talk, search warrant service, etc.).
- 5) Each agency will complete their department's high-risk entry checklist for each target location, to determine if tactical support will be necessary.
- 6) Each agency will be responsible for providing their own equipment and vehicles at their agency's expense.
- 7) Operations will be denied if an agency includes an excessive number of personnel, without justification.
- 8) Due to their subject matter expertise, as well as the fact that CA DOJ is the record keeper of all Armed Prohibited Persons, CA DOJ Bureau of Firearms Special Agents will be offered the opportunity to participate in all DPPT operations, regardless of which agency hosts the operation.

EXHIBIT A

Operational Execution

- 1) Agencies agreeing to participate in DPPT operations understand that the nature of these investigations include a level of investigative work, and as such agree to staff operations with law enforcement personnel trained in conducting investigations beyond those of basic patrol functions.
- 2) Agencies participating in DPPT operations also agree that the goal of the operations is to locate firearms that have been identified as outstanding. Often these firearms cannot be located or verified as being surrendered by the target, during the initial contact. These cases sometimes require extensive follow-up investigations to verify statements, or physically locate the firearms. Participating agencies will need to show that complete investigations are being conducted on DPPT cases in order to maintain continued participation.
- 3) While it will be the determination of the case agent running each individual operation, agencies should be aware that in order to conduct operations safely and successfully, the type of operation for each individual target may vary. DPPT operations should not be viewed as being a "knock and talk" scenario for each target. In some cases DPPT targets and locations will pose officer safety risks and may require either plain-clothes or tactical operations in order to contact targets.
- 4) All agencies participating in DPPT operations will follow all current state and federal laws, RIPA reporting requirements, and comply with California Senate Bill 54 (SB 54) requirements. All participating agencies shall avoid the use of resources/personnel for immigration purposes or for any purpose that knowingly violates SB 54 while engaged in DPPTF related investigations.

Post Operation

- 1) Statistical data from each operation will be provided to the DPPT administrator by the next business day following the operation. The statistical data will be recorded on a Daily Activity Report (DAR). A format for the DAR will be provided to each agency prior to any operation.
- 2) All crime, arrest, contact dispositions, and follow-up reports will be provided to the DPPT administrator immediately upon completion and approval, in order to be entered by CA DOJ into the Armed Prohibited Persons System ("APPS").
- 3) Accounting for overtime hours incurred by law enforcement agency personnel will be provided within three (3) business days of an operation. This will include copies of agency

EXHIBIT A

overtime slips, and payroll records needed by Sheriff's Grants Unit for fund tracking purposes.

- 4) Failure to comply with any of the above post operation submissions may result in denial of future DPPT operations.

Funding Allocations

Allocations were calculated using CA DOJ'S December 2019 statistics and are based on a percentage of estimated APPS targets residing in each agency's jurisdiction.

AGENCY	ALLOCATION
Carlsbad Police Department	\$ 30,000
Chula Vista Police Department	\$ 50,000
El Cajon Police Department	\$ 50,000
Escondido Police Department	\$ 50,000
La Mesa Police Department	\$ 30,000
National City Police Department	\$ 10,000
Oceanside Police Department	\$ 50,000
San Diego Harbor Police	\$ 10,000
San Diego Police Department	\$ 220,000
Sub-Total	\$ 500,000
San Diego County Sheriff's Department	\$ 500,000
Total	\$1,000,000

Sheriff as the fiduciary agency shall utilize its funding for APPS targets in the contract cities and unincorporated areas of the county, to support partner agencies with APPS operations in their jurisdictions, and, to provide additional allocation of funds to partner agencies as needed.

Sheriff shall make additional allocation of funds on a case-by-case basis to an agency if agency share of funding is exhausted, their operational efforts have made a significant reduction, and additional APPS targets exist in their jurisdiction that need to be addressed.

EXHIBIT B

CERTIFICATION OF SERVICES

Program: DISARMING PROHIBITED PERSONS TEAM (DPPT)

Agency Name

Invoice Total: \$ _____ | **Billing Period:** _____ to _____

Description of Services:

--

By signing below, Agency Designated Coordinator or his or her designee, certifies that the invoice, timesheet, and related documentation are true and correct.

Agency Designated Coordinator or Designee (Signature)		Date
Agency Designated Coordinator or Designee (Name/Title)	Email	Phone
Agency Finance Contact (Name/Title)	Email	Phone

Submit this document, invoice, timesheets, and related supporting documentation that represents Invoice Total by email to: Grants.NonHSG@sdsheriff.gov *no later than 5:00 p.m. thirty (30) business days following the end of each month.*
(ref MOA section V. C. 1. a-b for additional information)

RESOLUTION NO. 2020 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE ACCEPTANCE OF THE DISARMING PROHIBITED PERSONS (DPP) GRANT, UNDER AB 340, IN THE AMOUNT OF \$10,000 FOR FISCAL YEAR 2020 THROUGH FISCAL YEAR 2022, AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE AGREEMENT FOR THE AWARD OF THE GRANT FUNDS, AND AUTHORIZING THE ESTABLISHMENT OF THE POLICE DEPARTMENT GRANTS FUND APPROPRIATIONS AND A CORRESPONDING REVENUE BUDGET, IN THE AMOUNT OF THE GRANT FOR REIMBURSEMENT OF OVERTIME, FRINGE BENEFITS AND MILEAGE FOR PROGRAMMATIC OPERATIONS

WHEREAS, the County of San Diego through the San Diego County Sheriff's Department received funding from the Board of State and Community Corrections (BSCC) for the Fiscal Year (FY) 2020 through June 30, 2022 for the enforcement action of Assembly Bill 340- Disarming Prohibited Persons; and

WHEREAS, the Disarming Prohibited Persons (DPP) Program is a reimbursable grant for law enforcement in the enforcement of removing firearms from prohibited persons as outlined by this grant; and

WHEREAS, as one of the participating agencies, the National City Police Department's share of the total grant amount is \$10,000, which the Department of Justice determines based on the a city's population and number of prohibited persons in the city; and

WHEREAS, the National City Police Department's participation is governed by a Memorandum of Agreement with the San Diego County Sheriff's Department, who serves as the grant's fiscal; and

WHEREAS, the National City Police Department plans to spend all \$10,000 on overtime, fringe benefits, and vehicle mileage with no matching funds and no impact on the general fund; and

WHEREAS, City of National City staff recommends authorizing the acceptance of the DPP grant, in the amount of \$10,000 for FY 2020 through FY 2022.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of National City hereby authorizes the acceptance of the Disarming Prohibited Persons grant, in the amount of \$10,000 for Fiscal Year 2020 through Fiscal Year 2022, and authorizes the Chief of Police to execute the Agreement for the award of the grant funds.

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Resolution No. 2020 –
Page

BE IT FURTHER RESOLVED that the City Council of the City of National City hereby authorizes the establishment of the Police Department Grants Fund appropriations and a corresponding revenue budget, in the amount of the grant for reimbursement of overtime, fringe benefits and mileage for programmatic operations.

PASSED and ADOPTED this 1st day of December 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Agreement between the City of National City and Alarm Program Systems, LLC to provide services to administer and manage the City's alarm ordinance and alarm management program. The contract agreement would be for a duration of three years, 2021-2023, with the option of three one-year extensions.](#)
[\(Police\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: December 1, 2020

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the agreement between the City of National City and Alarm Program Systems, LLC to provide services to administer and manage the City's alarm ordinance and alarm management program. The contract agreement would be for a duration of three years, 2021-2023, with the option of three one-year extensions.

PREPARED BY: Alejandro Hernandez
Captain

PHONE: 619-336-4519

DEPARTMENT: Police

APPROVED BY: 

EXPLANATION:

Alarm Program System (APS) is responsible for developing, providing, installing, operating, and maintaining the system necessary to communicate with the City, its Police Department, and those members of its citizenry affected by the alarm ordinance. APS will generate and issue notices, permits and billing statements; track accounts receivables, and generate reports. APS perform billing and payment collections functions consistent with the terms of the City's alarm ordinance. APS system will provide customers with the ability to make payment on-line or by mail. On-line payments shall be by credit card and shall be processed through a secure site and payments. APS will establish and maintain a directory of alarm companies providing service within the geographical boundaries of the City.

Alarm Program Systems will assist National City with Alarm Ordinance review, design and modification. APS will furnish industry standard ordinance templates, fee schedules and best practices. Additionally, APS will make resources available from their current set of various city customers to share best practices. APS maintains a close relationships with customer cities agency partners and encourage all parties to share information covering the entire alarm program lifecycle from design, presenting to City Council and implementation/management strategies.

APS would be responsible for the billing and payment collection functions consistent with the terms of the City's Alarm Ordinance. The City would agree to a revenue split based on the "hard cost" on total permit fees, renewal fees, false alarm fines, reinstatement fees, late fees or related fines collected by APS for the City. The fees will be divided in an 82% for the City and 18% for APS.

FINANCIAL STATEMENT:

ACCOUNT NO.

APPROVED:  **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Not applicable

ORDINANCE: **INTRODUCTION:** **FINAL ADOPTION:**

STAFF RECOMMENDATION:

Staff recommends authorization of this agreement.

BOARD / COMMISSION RECOMMENDATION:

Not applicable

ATTACHMENTS:

1. Agreement
2. Scope of Service (Exhibit A)
3. Schedule of Compensation (Exhibit B)
4. Certificate of liability Insurance

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
ALARM PROGRAM SYSTEMS, LLC**

THIS AGREEMENT is entered into on **this 18th day of November, 2020**, by and between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and ALARM PROGRAM SYSTEMS, LLC, a California Limited Liability Company (the “CONSULTANT”).

R E C I T A L S

WHEREAS, the CITY desires to employ a CONSULTANT to provide services to administer and manage the CITY’s functions under the CITY’s Alarm Ordinance and Alarm Management Program (“City’s Alarm Management Program”), including billing and payment collection functions consistent with the terms of the City’s Alarm Management Program.

WHEREAS, the CITY has determined that the CONSULTANT is in the business of providing services to municipalities with alarm ordinances and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

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

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to operate and manage the City’s Alarm Management Program including billing and payment collection functions and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

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

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on **11/18/2020**. The duration of this Agreement is for the period of **11/18/2020 through 11/18/2024**. Completion dates or time durations for specific portions of the project are set forth in Exhibit “A”. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to three one-year extensions. Any extension of this Agreement must be approved in writing by the City Manager.

3. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit “A”.

In the event CITY determines additional work beyond that contained in the Scope of Services is necessary for the effective administration of the City's Alarm Management Program, CITY may request CONSULTANT perform this additional work. Following receipt of CITY's written authorization (which authorization shall include the rate of compensation payable

to CONSULTANT for such additional work) for the performance of such additional work, CONSULTANT shall make all reasonable efforts to perform the additional work requested, submitting to CITY itemized invoices for the additional work performed. CITY agrees to deliver to CONSULTANT, within 30 days of the invoice date, payment in full for each such itemized invoice submitted.

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

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

4. PROJECT COORDINATION AND SUPERVISION.

[REDACTED] hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Jim Huchingson thereby is designated as the Project Director for the CONSULTANT.

5. COMPENSATION AND PAYMENT. The compensation for the CONSULTANT shall be in accordance with the Schedule of Compensation as set forth in Exhibit "B".

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

CITY shall make available and/or deliver to CONSULTANT, on a timely basis, those items CONSULTANT determines necessary for CONSULTANT's performance of its obligations under this Agreement, including, but not limited to, information, personnel, and technical support.

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

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

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

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

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

CONSULTANT owns the software developed for and to be utilized in the operation and administration of City's Alarm Management Program ("Application Software") and CONSULTANT retains all rights and titles therein and thereto. Upon CITY'S request, CONSULTANT shall allow CITY limited access to any Application Software used by CONSULTANT in connection with its duties hereunder, which access shall be provided for the purpose of verifying CONSULTANT'S compliance with the terms of this Agreement. CITY acknowledges that apart from its limited right of access it possesses no other right, license, or interest in CONSULTANT'S Application Software.

CITY shall own all data relating to the alarm permits, including the documents prepared by CONSULTANT for the purpose of administering and operating City's Alarm Management Program.

Upon termination of this Agreement, each party shall, upon written request from the other party, promptly return to the other all documents, data, equipment, software, and other material belonging to, or otherwise owned by, the other party.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or

privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

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

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

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

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT must promptly produce a copy of any such license, permit, or approval to CITY upon request. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

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

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

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

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

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

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

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** To the maximum extent provided by law, The CONSULTANT agrees to defend, indemnify and hold harmless the City of

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

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

16. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

16.1 **PERS Eligibility Indemnification.** If CONTRACTOR's employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

CONTRACTOR'S employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONTRACTOR's employees hereby waive any claims to benefits or compensation described in this Section 16. This Section 16 applies to CONTRACTOR notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

16.2 **Limitation of CITY Liability.** The payment made to CONTRACTOR under this Agreement shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONTRACTOR nor CONTRACTOR's officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.

16.3 **Indemnification for Employee Payments.** CONTRACTOR agrees to defend and indemnify the CITY for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of (1) CONTRACTOR, (2) any employee of CONTRACTOR, or (3) any employee of

CONTRACTOR construed to be an employee of the CITY, for work performed under this Agreement. This is a continuing obligation that survives the termination of this Agreement.

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

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

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

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

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

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

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

E. **Cyber Liability Insurance**, with limits not less than **\$1,000,000 per occurrence or claim, \$1,000,000 aggregate**. Coverage shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach

response costs as well as regulatory fines and penalties as well as credit monitoring expenses. The policy shall name the CITY, its officers, officials, employees, and volunteers as additional insureds on the Cyber Liability policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations.

F. 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.

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

H. 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

I. 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.

J. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONSULTANT does not keep all insurance policies required by this Section 18 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

K. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 18, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

19. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the

representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

20. **TERMINATION.**

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

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

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

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

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

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given

by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Jose Tellez
 Chief of Police
 National City Police Department
 City of National City
 1243 National City Boulevard
 National City, CA 91950-4397

To CONSULTANT:
 Jim Huchingson
 President
 Alarm Program Systems, LLC
 360 Civil Drive, Suite C
 Pleasant Hill, CA 94523

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

22. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT**

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

If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 22 by the CONSULTANT.

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

24. **ADMINISTRATIVE PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.

N. *Force Majeure.* Neither Party will have any claim or right against the other for any failure of or delay in performance by such other Party if the failure or delay is caused by or the result of causes beyond the reasonable control of such other Party, including, but not limited to, acts of God, fire, flood, hurricane, or other natural catastrophe; terrorist actions, laws, orders, regulations, directions or actions of governmental authorities having jurisdiction over the subject matter hereof, or any civil or military authority, national emergency, insurrection, riot or war; inability to obtain equipment, material or other supplies, or other similar occurrence beyond the control of the affected Party. Any such delay or failure will suspend the affected Party's obligations until the delay or failure ceases.

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


[END OF AGREEMENT – SIGNATURES APPEAR ON NEXT PAGE]

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

CITY OF NATIONAL CITY

ALARM PROGRAM SYSTEMS, LLC

By: _____
Brad Raulston, City Manager

By:  _____
(Name)

Jim Huchingson

(Print)

APPROVED AS TO FORM:
Angil P. Morris-Jones
City Attorney

President

(Title)

By: _____
Nicole Pedone
Senior Assistant City Attorney

Alarm Management Service Agreement For the City of National City, CA

This Alarm Management Service Agreement (hereinafter "Agreement") is made and entered into this **18th day of November, 2020** (the "Effective Date") by and between Alarm Program Systems, LLC, a California limited liability company ("Company"), and the City of National City, CA ("City"), hereinafter individually referred to as "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, Company is in the business of providing services to municipalities with alarm ordinances; and

WHEREAS, pursuant to the City's Municipal Code (the "Alarm Ordinance") the City has enacted laws governing the installation and use of private alarms systems and City desires to retain Company to administer and manage City's functions under the Alarm Ordinance ("City's Alarm Management Program"), including collections, in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties, each intending to be legally bound, agree as follows:

AGREEMENT

1. Term. This Agreement shall commence on the effective date and continue in full force and effect for one (1) calendar year thereafter ("Initial Term") unless earlier terminated as provided elsewhere in this Agreement. The contract shall automatically renew on the anniversary date with four (4) additional one-year renewals with 90 days' notice to terminate for either party during each annual contract period.

2. Termination. In the event either party shall, in good faith, determine the other to be in breach of the terms of this Agreement, the non-breaching party shall deliver written notice of the breach to the party in breach. The party in breach shall have thirty (30) days after notice is delivered to cure the breach. If the breach is not timely cured to the reasonable satisfaction of the non-breaching party, the non-breaching party may terminate this Agreement immediately upon delivering written notice of termination to the party in breach.

Additionally, the parties acknowledge the terms of this Agreement relating to the Company's compensation were negotiated and established based upon current City ordinances and fee schedules applicable to alarm permits in effect on the effective date of this Agreement. In the event there is a change in any of the fees during the term of this Agreement, as extended from time to time, Company shall have the right to request modification of this Agreement's compensation terms. Company shall notify City, in writing, of Company's desire to negotiate new compensation terms and each party shall engage in good faith negotiations regarding same.

3. Scope of Services. Company agrees to perform the services set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by this reference as though fully set forth.

In the event City determines additional work beyond that contained in the Scope of Services is necessary for the effective administration of the City's Alarm Management Program, City may request Company perform this additional work. Following receipt of City's written authorization (which authorization shall include the rate of compensation payable to Company for such additional work) for the performance of

such additional work, Company shall make all reasonable efforts to perform the additional work requested, submitting to City itemized invoices for the additional work performed. City agrees to deliver to Company, within 30 days of the invoice date, payment in full for each such itemized invoice submitted.

4. Compensation. Company shall be compensated in accordance with the Schedule of Compensation attached hereto as Exhibit "B" and incorporated herein by this reference as though fully set forth.

5. Obligation of City. City shall make available and/or deliver to Company, on a timely basis, those items Company determines necessary for Company's performance of its obligations under this Agreement, including, but not limited to, information, personnel, and technical support.

6. Ownership Rights. Company owns the software developed for and to be utilized in the operation and administration of City's Alarm Management Program ("Application Software") and Company retains all rights and titles therein and thereto. Upon City's request, Company shall allow City limited access to any Application Software used by Company in connection with its duties hereunder, which access shall be provided for the purpose of verifying Company's compliance with the terms of this Agreement. City acknowledges that apart from its limited right of access it possesses no other right, license, or interest in Company's Application Software.

City shall own all data relating to the alarm permits, including the documents prepared by Company for the purpose of administering and operating City's Alarm Management Program.

Upon termination of this Agreement, each party shall, upon written request from the other party, promptly return to the other all documents, data, equipment, software, and other material belonging to, or otherwise owned by, the other party.

7. Confidentiality. The information and material Company receives from City regarding the individuals and/or businesses covered by City's Alarm Ordinance, or participating in City's Alarm Management Program, as well as the documents and material Company generates therefrom, are confidential to the extent permitted by law, and except as required for its performance under this Agreement. Company shall not disclose confidential information to any third party without City's prior written consent, unless Company is otherwise required by law to do so. Further, Company shall instruct its personnel to comply with the restrictions placed on the use and for disclosure of said confidential information.

8. Hold Harmless. To the fullest extent permitted by law, Company shall indemnify, defend (at Company's sole expense, with legal counsel approved by City) and hold harmless the City of National City, members of its City Council, its boards and commissions, officers, agents, and employees (hereinafter, "Indemnitees"), from and against a loss, damage, cost, expense, liability, claims, demands, suits, attorneys' fees and judgments arising from or in any manner connected to Company's or its employees' or agents' wrongful or negligent acts related to this Agreement. This indemnification includes, but is not limited to, tort liability to a third person for bodily injury and property damage. Notwithstanding the foregoing, nothing herein shall be construed to require Company to indemnify an Indemnitee from any claim arising from the negligence or willful misconduct of that Indemnitee.

The duty to defend referenced herein is wholly independent from the duty to indemnify, arises upon written notice by City to Company of a claim within the scope of this indemnification provision, and exists regardless of any determination of the ultimate liability of Company, City or any Indemnitee.

9. Insurance. Without limiting its obligations pursuant to Section 8 of this Agreement, the Company shall procure and maintain, at Company's own cost and expense and for the duration of this Agreement, insurance coverage as set forth in "Insurance Requirements" attached to and incorporated into this Agreement as Exhibit "C."

10. Permits and Licenses. Company, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement including, but not limited to, a City of National City business license.

11. Notices. Any notice given in connection with this Agreement shall be given in writing, will be sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, by facsimile, or electronic transmission, and will be deemed delivered either on the date of return receipt acknowledgment (in the case of U.S. Mail), or on the next day after the sending of the notice (in the case of facsimile or electric transmission notice or overnight delivery service). Notices and other communications shall be addressed as follows:

Address if to Company:

Alarm Program Systems, LLC
360 Civic Drive., Suite C
Pleasant Hill, CA 94523
Attention: Jim Huchingson, President

Address if to City:

Chief Jose Tellez
National City Police Department
1200 National City Blvd
National City, CA 91950

Either party may notify the other, in writing, of a new address or contact person to which notices or other communications are to be delivered.

12. Non-Waiver. The failure of either party to exercise any of its rights under this Agreement for a breach thereof will not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

13. Force Majeure. Neither Party will have any claim or right against the other for any failure of or delay in performance by such other Party if the failure or delay is caused by or the result of causes beyond the reasonable control of such other Party, including, but not limited to, acts of God, fire, flood, hurricane, or other natural catastrophe; terrorist actions, laws, orders, regulations, directions or actions of governmental authorities having jurisdiction over the subject matter hereof, or any civil or military authority, national emergency, insurrection, riot or war; inability to obtain equipment, material or other

supplies, or other similar occurrence beyond the control of the affected Party. Any such delay or failure will suspend the affected Party's obligations until the delay or failure ceases.

14. Choice of Law. Any dispute under, or related to, this Agreement shall be decided in accordance with the laws of the State of California.

15. Severability. If any part of this Agreement is held unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

16. Amendments. This Agreement may be supplemented, amended, or revised only in writing signed by each Party.

17. Relationship of Parties. The legal relationship between the Parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Company a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. The personnel performing the Scope of Services under this Agreement on behalf of Company shall at all times be under Company's exclusive direction and control. City shall have no voice in the selection, discharge, supervision or control of Company's employees, representatives, or agents, or in fixing their compensation or hours of service. Company shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reporting obligations respecting them. City shall not in any way or for any purpose be deemed to be a partner of Company in its business or otherwise or a joint venture or a member of any joint enterprise with Company.

18. Entire Agreement. This Agreement is the entire agreement between the Parties and it cannot be amended or modified orally. This Agreement may be supplemented amended or revised only by a writing which is signed by each of the Parties.

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

Alarm Program Systems, LLC

By:

Jim Huchingson
President

City of National City

By:

Exhibit 'A'

Scope of Services

Generally, Company shall, consistent with City's current Alarm Ordinance, as amended from time to time, provide, operate, and maintain City's Alarm Management Program. In connection therewith, Company is responsible for developing, providing, installing, operating, and maintaining the system necessary to communicate with City, its Police Department, and those members of its citizenry affected by the alarm ordinance. As used herein, the term "Company's system" shall mean the equipment, including, but not limited to computer hardware and software, as well as the personnel and supplies necessary to carry out and operate City's Alarm Management Program and perform Company's duties and obligations articulated in the Alarm Management Service Agreement

More specifically, Company shall provide a system capable of performing, producing and otherwise generating the following outcomes:

- 1. System interface.** Company's system shall enable Company to communicate with the various City departments necessary for the effective performance of City's Alarm Management Program, including, but not limited to, City's Police Department.
- 2. System Capability, Functionality.** Company's system, in addition to interfacing with City's departments, and as described with more particularity in the paragraphs that follow, shall acquire, access, assimilate, produce, record and store data relevant to the operation of City's Alarm Management Program; generate and issue notices, permits and billing statements; track accounts receivables, and generate reports as more particularly described below.
- 3. Billing and Collection.**

(a) Company's system shall perform billing and payment collection functions consistent with the terms of City's Alarm Ordinance. Except as otherwise provided herein, Company will generate billing statements that include the following details:

- i. the name and mailing address of the individual or business billed;
- ii. the nature of the bill (i.e. initial registration, permit renewal, excess alarm fee);
- iii. previous amount due;
- iv. new charges;
- v. payments received (and/or other adjustments);
- vi. the current amount due;
- vii. the date payment is due; and
- viii. a telephone number with instructions to call should the individual or business have questions about its bill.

Additionally, billing statements shall include a detachable form to be remitted with payment.

(b) Company's system will provide customers with the ability to make payment on-line or by mail. On-line payments shall be by credit card and shall be processed through a secure site and payments by mail shall be delivered to a Post Office Box maintained and managed by Company.

(c) Company's system shall track the occurrence of each incomplete payment brought about by customer's initiation of a stop payment order, chargeback, or delivery of a bad check of any kind, as well as the fee, if any, associated with each such occurrence. Company's system shall add any such fee assessed or otherwise incurred to the balance due from such customer and subsequently deliver a new bill to customer.

4. Records. In addition to the information necessary for the production of billing statements under paragraph 3 above, Company's system shall maintain the records necessary for operation of City's Alarm Management Program, including records of the following information:

- i. current customers, including name, mailing address, issue date of original registration, registration expiration date, annual registration renewal date, registration number, type of registration (residential or commercial), contact person and telephone number;
- ii. registration number assigned to each customer;
- iii. amount due from each customer;
- iv. customer payment status (current or delinquent);
- v. total customer payments received each day, each week, each month and each calendar year;
- vi. total customer payments received broken down by payment date, payment type and registration number;
- vii. a list of customers delinquent in their payments including the amount owed by each such customer and the total amount owed by all such customers;
- viii. the total number of violations for each customer/location broken down by the hour of day, day of the week, week of the month, month of the year, and year;
- ix. a list of customers currently pursuing appeal of billing; and
- x. a list of customers who have completed the appeals process along with a description of the outcome.

5. Reports. Company's system shall permit the generation and production of a variety of reports based upon the entry of a variety of parameters, including, but not limited to, registration number, customer name, customer address, incident type, and date, including a range of dates. For example, Company's system shall possess the ability to produce the following types of reports:

- i. New alarm registrations issued and the fees collected therefor;
- ii. Total number of annual registration renewals billed, including the total dollar amount cited and the total dollar amount collected;
- iii. Total number of false alarms by type (i.e. burglar or robbery) and by category (registered or non-registered customer);
- iv. Total number of false alarms billed for each type and category as well as the fees collected therefor;
- v. A list of registrations by customer name, site address, registration number, and/or alarm company;
- vi. A list of the total dollar amount of charges billed, total dollar amount received, and total dollar amount of charges outstanding; and

vii. Activity reports illustrating registrations (original and renewal), renewal notifications, billing and collections, as well as false alarm incidents.

6. Additional Functions. Company's system shall be equipped to perform the following functions:

- i. generate and assign registration numbers automatically;
- ii. generate, print and deliver registrations;
- iii. generate, print and deliver billing statements and renewal notices;
- iv. generate, print and deliver notices of non-compliance to non-registered alarm users;
- v. generate, print and deliver notices of excessive false alarms to registered alarm users;
- vi. generate, print and deliver notices and billing statements to non-registered alarm users who trigger false alarms;
- vii. establish and maintain a directory of alarm companies providing service within the geographical boundaries of City, including in said directory, Alarm Company name, address, telephone number, and contact person;
- viii. provide a link to City's Alarm Ordinance.

7. Additional Obligations. In addition to the other obligation contained in this Agreement, Company shall, during the term of this Agreement, perform the following obligations:

- ii. maintain Company's equipment in good working order to help ensure uninterrupted operation of City's Alarm Management Program;
- ii. take reasonable steps to protect Company's computer system against infection and for corruption by means of virus, worm, or other similar invader;
- iii. maintain a telephone number that individuals may call to speak with someone about the specific details of their bill or to ask about the alarm permit program generally;
- iv. provide training to those City employees engaged in the operation and/or oversight of City's Alarm Management Program; and
- v. provide the personnel necessary to carry out and perform the duties and obligations of Company as described in the Alarm Management Service Agreement.

Exhibit "B"
Schedule of Compensation

Contractor and City acknowledge the terms of this Agreement relating to the Contractor's compensation were negotiated and established based upon current City Ordinances and fee schedules applicable to alarm permits in effect on the effective date of this Agreement. In the event there is a change in any of the fees during the term of this Agreement, as extended from time to time, Contractor and or City shall have the right to request modification of this Agreement's compensation terms. Contractor and or City shall notify the other Party, in writing, of the desire to negotiate new compensation terms and each Party shall engage in good faith negotiations regarding same.

All revenues generated and collected by and/or on behalf of the City during the term of this Agreement shall be divided among the Parties as follows:

CITY 82%, CONTRACTOR 18%

This revenue split will be based on total permit fees, renewal fees, false alarm fines, reinstatement fees, late fees or related fines collected by Contract for City. Contractor shall be solely responsible for the payment (1) any one-time costs, including, but not limited to, any costs relating to implementation, data conversion, technical support, hardware, and training and (2) all of Contractor's costs in providing Services under this Agreement, including, but not limited to, any bank fees, any correspondence mailing costs (including, but not limited to, costs for envelopes, paper, postage at first class rates), and any credit card processing fees (collectively "Costs"). City shall not be responsible for any payment of any Costs and such Costs shall not be deducted from the City's 82% share.

Payment System:

Contractor will reconcile, on the first of each month, the previous month's deposits. Based on each monthly reconciliation, Contractor will invoice City showing all revenues collected and invoices paid. An ACH request will be made and the City's portion of the revenue shall be deposited to the City's designated bank within 5 days of the 1st of each month.

Exhibit "C"

Insurance Requirements

Insurance Requirements

The insurance coverages specified in this paragraph are required unless modified by Exhibit 'A' of this agreement. If insurance requirements are contained in Exhibit "A" they take precedence.

The Contractor shall, at the Contractor's own expense, maintain, with an insurance carrier authorized or eligible to do business in the State of California, with minimum coverage as outlined below, commercial automobile liability insurance, and either commercial general liability insurance, or, if any services required by the contract must be performed by persons authorized by the State of California, professional liability insurance:

<u>Commercial Automobile Liability</u>	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence <u>OR</u> combined single limit coverage of \$2,000,000, with not greater than a \$1000.00 deductible.
<u>Commercial General Liability</u>	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence <u>OR</u> combined single limit coverage of \$2,000,000, with not greater than a \$1000.00 deductible.
<u>Professional Liability Insurance</u>	Shall include errors and omissions insurance providing \$1,000,000.00 coverage with not greater than a \$5,000.00 deductible for all liability which may be incurred during the life of this contract.

The City of National City shall be named as an additional insured on all required policies except professional liability insurance, and such insurance as is carried by the Contractor shall be primary over any insurance carried by the City of National City. The Contractor shall provide a certificate of insurance to be approved by the City of National City prior to contract execution, which shall be attached to the contract.

Such insurance policies or related certificates of insurance shall name the City of National City as an additional insured on all general liability, automobile liability, employers' liability, and excess policies. The Contractor may comply with these insurance requirements through a program of self-insurance that meets or exceeds these minimum limits. The Contractor must provide the City of National City with adequate documentation of self-insurance prior to performing any work related to this contract and treat the City as an insured under the indemnity agreement. Should the Contractor no longer benefit from a program of self-insurance, the Contractor agrees to promptly obtain insurance as provided above. A forty-five (45) Calendar Day written notice shall be given to prior to termination of or any material change to the policy(ies) as it relates to this Agreement.

The City of National City shall have no obligation to report occurrences unless a claim is filed with the City of National City Auditor; nor shall the City of National City have an obligation to pay premiums.

In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished the City of National City prior to the date of cancellation, change or nonrenewal.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

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

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

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

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

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

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

This insurance does not apply to:

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

6. Additional Insured - State Or Political Subdivision – Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2)** "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a.** WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b.** The insurance afforded to the vendor is subject to the following additional exclusions:

- (1)** This insurance does not apply to:
 - (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b)** Any express warranty unauthorized by you;
 - (c)** Any physical or chemical change in the product made intentionally by the vendor;
 - (d)** Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i)** The exceptions contained in Subparagraphs **(d)** or **(f)**; or
 - (ii)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2)** This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a.** Their financial control of you; or
- b.** Premises they own, maintain or control while you lease or occupy these premises.

BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

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

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

 - (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Volunteer worker" means a person who:
- a. Is not your "employee";

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- b. Donates his or her work;
 - c. Acts at the direction of and within the scope of duties determined by you; and
 - d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 24. "Your product":**
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.
- 25. "Your work":**
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

RESOLUTION NO. 2020 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY (CITY) AUTHORIZING THE AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND ALARM PROGRAM SYSTEMS, LLC TO PROVIDE SERVICES TO ADMINISTER AND MANAGE THE CITY'S ALARM ORDINANCE AND ALARM MANAGEMENT PROGRAM

WHEREAS, Alarm Program System (APS) is responsible for developing, providing, installing, operating, and maintaining the system necessary to communicate with the City of National City (City), its Police Department, and those members of its citizenry affected by the alarm ordinance; and

WHEREAS, APS will generate and issue notices, permits and billing statements; track accounts receivables, and generate reports consistent with the terms of the City's alarm ordinance; and

WHEREAS, APS will establish and maintain a directory of alarm companies providing service within the geographical boundaries of the City; and

WHEREAS, APS system will provide customers with the ability to make payments on-line by credit card through a secure site or by mail; and

WHEREAS, APS would be responsible for the billing and payment collection functions consistent with the terms of the City's Alarm Ordinance; and

WHEREAS, the City staff recommends that the City agree to a revenue split based on the "hard cost" on total permit fees, renewal fees, false alarm fines, reinstatement fees, late fees or related fines collected by APS for the City and will be divided in an 82% for the City and 18% for APS.

NOW, THEREFORE BE IT RESOLVED, that the Council for the City of National City hereby authorizes the City Manager to execute the agreement between the City of National City and Alarm Program Systems, LLC to provide services to administer and manage the City's Alarm Ordinance and Alarm Management program.

BE IT FURTHER RESOLVED, that the contract agreement would be for a duration of three (3) years, 2021 - 2023 with the option of three one-year extensions.

PASSED and ADOPTED this 1st day of December 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City approving a Subordination Agreement with APV Ventures, LLC, a California limited liability company, and Western Alliance Bank, an Arizona corporation, subordinating the Deed of Trust securing the performance of an Affordable Housing Density Bonus Agreement approved by City Council on August 6, 2019 that restricts the affordability of one housing unit at 1821 East 9th Street in National City. \(Housing Authority\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: December 1, 2020

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City approving a Subordination Agreement with APV Ventures, LLC, a California limited liability company, and Western Alliance Bank, an Arizona corporation, subordinating the Deed of Trust securing the performance of an Affordable Housing Density Bonus Agreement approved by City Council on August 6, 2019 that restricts the affordability of one housing unit at 1821 East 9th Street in National City.

PREPARED BY:

Greg Rose, Property Agent

DEPARTMENT: Housing Authority

PHONE: 619-336-4266

APPROVED BY: 

EXPLANATION:

On the August 6, 2019 APV Ventures LLC (“Developer”) received approval of a Density Bonus Agreement (“Agreement”) from the City Council. The Agreement obligates the developer to restrict one (1) unit as affordable to a very low-income household earning less no more than 50% of the Area Median Income, as established periodically by the California Department of Housing and Community Development, for a total of fifty-five (55) years. A Performance Deed of Trust was also recorded to secure the Agreement on the property. Although the Density Bonus Agreement will remain a lien superior to the lender’s Deed of Trust, the Deed of Trust securing the performance of the Density Bonus Agreement will be made subordinate and subject to a lender’s Deed of Trust through the Subordination Agreement as required by the lender that has provided permanent financing to the development.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ACCOUNT NO.

N/A

ENVIRONMENTAL REVIEW:

The Subordination Agreement is not considered a project as defined by the California Environmental Quality Act (CEQA), and is therefore not subject to CEQA.

ORDINANCE: **INTRODUCTION:** **FINAL ADOPTION:**

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Subordination Agreement
2. Resolution

No Fees per Government Code 6103

Recording Requested By:

When Recorded Mail To:
National City Housing Authority
Attention: Executive Director
1243 National City Boulevard
National City, CA 91950

**SUBORDINATION AGREEMENT
(1821 East Ninth Street, National City)**

THIS SUBORDINATION AGREEMENT (“Subordination Agreement”) is dated as of the __ day of November, 2020, by the City of National City (“City”), APV Ventures, LLC, a California limited liability company (“Borrower”) and Western Alliance Bank, an Arizona corporation (“Lender”).

RECITALS

A. Borrower is the owner of that certain real property in the City of National City, County of San Diego, California (“Property”), as described in: (i) that certain Affordable Housing Density Bonus Agreement (1821 East Ninth Street, National City) dated July 18, 2019, and recorded in the Office of the County Recorder for the County of San Diego on August 15, 2019, as Instrument No. 2019-0345258 (“Density Bonus Agreement”); and (ii) that certain Performance Deed of Trust dated as of July 18, 2019, and recorded in the Office of the County Recorder for the County of San Diego on August 15, 2019, as Instrument No. 2019-0345259 (“City Deed of Trust”).

B. Concurrently with recordation of this Subordination Agreement, Borrower is causing a Construction Deed of Trust and Fixture Filing (With Assignment of Rents and Security Agreement) (“Lender Deed of Trust”) made by Borrower in favor of Lender to be recorded against the Property in the Office of the County Recorder for the County of San Diego.

C. City, Lender and Borrower all agree and desire to execute this Subordination Agreement to memorialize their understanding and agreement with regard to the respective priorities of each of the above-referenced documents. It is the intention of the parties that the Density Bonus Agreement shall unconditionally continue to be and remain at all times a lien, claim and charge on the Property prior and superior to the Lender Deed of Trust and that the Lender Deed of Trust shall unconditionally be and remain at all times a lien, claim and charge on the Property prior and superior to the City Deed of Trust.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the City, Lender and Borrower hereby agree as follows:

AGREEMENT

1. Subordination of the Lender Deed of Trust. The Density Bonus Agreement is and will remain at all times, a lien, claim and charge on the Property prior and superior to the Lender Deed of Trust, and to all rights and privileges of Lender and Borrower thereunder; and the parties agree that the Lender Deed of Trust, together with all rights and privileges of Lender and Borrower thereunder, are hereby irrevocably and unconditionally made, subordinate to and subject to the Density Bonus Agreement; provided, however, that a violation of the Density Bonus Agreement shall not defeat, render invalid or limit the Lender Deed of Trust.

2. Subordination of the City Deed of Trust. The City Deed of Trust is hereby irrevocably and unconditionally made subordinate and subject to the Lender Deed of Trust, and to all rights and privileges of the City and Borrower thereunder; and the parties agree that the City Deed of Trust, together with all rights and privileges of the City and Borrower thereunder are hereby irrevocably and unconditionally made, subordinate to and subject to the Lender Deed of Trust.

3. Notices. City, Lender and Borrower agree to give to each other copies of all notices of events of default under their respective documents. All notices given under this Subordination Agreement shall be in writing and sent to the party at its address appearing below (a) by certified or registered U.S. mail, return receipt requested, (b) overnight by a nationally recognized overnight courier such as UPS Overnight or FedEx, or (c) by personal delivery. All notices shall be effective upon receipt (or refusal to accept delivery). These addresses may be changed by any party by written notice to all other parties.

If to the City:	City of National City Attention: City Manager 1243 National City Boulevard National City, CA 91950
If to Borrower:	APV Ventures, LLC c/o Tommy Tong 14041 Montfort Court San Diego, CA 92128
If to Lender:	Western Alliance Bank c/o Torrey Pines Bank 12220 El Camino Real, Suite 200 San Diego, CA 92130 Attn. Real Estate Department

4. Exercise of City Remedies After Notice to Lender. If a default under the City Deed of Trust occurs and is continuing, the City agrees that, without Lender's prior written consent, it will not commence foreclosure proceedings with respect to the Property under the City Deed of Trust or exercise any other rights or remedies it may have under the City Deed of Trust, including, but not limited to appointing (or seeking the appointment of) a receiver, unless and until it has given Lender at least sixty (60) days prior written notice; during such sixty (60) day period, however,

the City shall be entitled to exercise and enforce all other rights and remedies available to the City under the City Deed of Trust and/or under applicable laws, including without limitation, rights to enforce covenants and agreements of Borrower relating to income, rent, or affordability restrictions contained in the Density Bonus Agreement.

5. Whole Agreement; Binding Effect. This Subordination Agreement is the whole and only agreement with regard to the priority of the lien, claim and charge of the Density Bonus Agreement, the Lender Deed of Trust and the City Deed of Trust. This Subordination Agreement is binding on and inures to the benefit of the legal representatives, heirs, successors and assigns of the parties.

6. Attorney's Fees. If any party to this Subordination Agreement brings an action to interpret or enforce its rights under this Subordination Agreement, the prevailing party will be entitled to recover its costs and reasonable attorney's fees as awarded in the action.

7. Governing Law. This Subordination Agreement is governed by, and shall be construed in accordance with, the laws of the State of California.


8. Counterparts. This Subordination Agreement may be executed in counterparts, and all counterparts constitute but one and the same document.

9. Signatures. All individuals signing this Subordination Agreement for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to one another that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

IN WITNESS WHEREOF, the parties have executed this Subordination Agreement as of the date first set forth above and agree to be bound hereby.

LENDER:

Western Alliance Bank, an Arizona corporation

By: 
Print Name: Scott Patchard
Its: Managing Director

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

BORROWER:

APV Ventures, LLC, a California limited liability company

By: 
Tommy Fong, Managing Member

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Diego)

On Nov. 10.2020, 2020, before me, SARA GONZALEZ CASTRO, notary public, personally appeared TOMMY TONG who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



"The notary commission extended pursuant to the executive order #N-63-20 April 8, 2021"

CITY:
City of National City

By: _____
Brad Raulston, City Manager

APPROVED AS TO FORM:
Charles Bell Jr., City Attorney

By: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Diego)

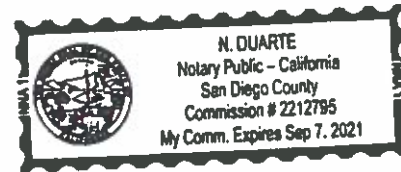
On November 10th, 2020, before me, Nadine Duarte, notary public, personally appeared John Scott Pritchard who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized ~~capacity(ies)~~, and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of San Diego)

On _____, 2020, before me, _____, notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

RESOLUTION NO. 2020 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING A SUBORDINATION AGREEMENT WITH APV VENTURES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION, SUBORDINATING THE DEED OF TRUST SECURING THE PERFORMANCE OF AN AFFORDABLE HOUSING DENSITY BONUS AGREEMENT ENTERED INTO ON OCTOBER 6, 2019 THAT RESTRICTS ONE HOUSING UNIT AT 1821 EAST 9TH STREET IN NATIONAL CITY

WHEREAS, at October 6, 2019, City Council approved a Density Bonus Agreement (“Agreement”) that obligates APV Ventures LLC (“Developer”) to restrict one (1) unit as affordable for a total of fifty-five (55) years; and

WHEREAS, a Performance Deed of Trust was also recorded to secure the Agreement on the property located at 1821 East 9th Street in National City; and

WHEREAS, the Deed of Trust securing the performance of the Agreement will be made subordinate and subject to a lender’s Deed of Trust through the Subordination Agreement as required by the lender that has provided permanent financing to the Developer; and

WHEREAS, the Agreement will remain a lien superior to the lender’s Deed of Trust.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of National City hereby approves a Subordination Agreement with APV Ventures, LLC, a California limited liability company, and Western Alliance Bank, an Arizona corporation, subordinating the Deed of Trust securing the performance of an Affordable Housing Density Bonus Agreement entered into on October 6, 2019.

PASSED and ADOPTED this 1st day of December 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City 1\) waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the Mayor to execute an Agreement with Boise Mobile Equipment Inc. for a 2019 or newer Dodge 5500 Type VI Patrol Pumper; 2\) waiving the formal bid process pursuant to National City Municipal Code Section 2.60.220\(B\) regarding sole source purchasing of Motorola radios for the new squad vehicle for the National City Fire Department; and 3\) approving the establishment of appropriations and transfers and a corresponding revenue budget in the amount of \\$259,751.98 in the General Fund and Vehicle Replacement Fund for the purchase of a Type VI squad and radio system with funds from the Lower Sweetwater Equipment Replacement Fund. \(Fire\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: December 1, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City 1) waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the Mayor to execute an Agreement with Boise Mobile Equipment Inc. for a 2019 or newer Dodge 5500 Type VI Patrol Pumper; 2) waiving the formal bid process pursuant to National City Municipal Code Section 2.60.220(B) regarding sole source purchasing of Motorola radios for the new Squad vehicle for the National City Fire Department; and 3) approving the establishment of appropriations and transfers and a corresponding revenue budget in the amount of \$259,751.98 in the General Fund and Vehicle Replacement Fund for the purchase of a Type VI squad and radio system with funds from the Lower Sweetwater Equipment Replacement Fund.

PREPARED BY: Frank Parra, Chief of Emer. Services
PHONE: 619-336-4551

DEPARTMENT: Fire

APPROVED BY: 

EXPLANATION:

The purchase of the Type VI Squad is completely funded through the Lower Sweetwater Equipment Replacement Fund. The vehicle allows the department to maintain equal response coverage in our City during the times it is out of service ("OOS") for service and/or repair. It also gives the department greater opportunities to respond to CalOES strike team requests. The vehicle is compensated at a daily rate of \$1,920 dollars plus personnel, if deployed on CalOES requests. Therefore, considerable cost recovery opportunities may result from its purchase.

See additional Staff Report.

FINANCIAL STATEMENT:

APPROVED: 

FINANCE

ACCOUNT NO.

APPROVED: _____

MIS

001-12125-3558 (LSWFPD) \$259,751.98

001-409-000-099 (Transfer to Other Funds) \$259,751.98

644-00000-3999 (Transfer from Other Funds) \$259,751.98

644-412-125-511 (Automotive Equipment) - \$228,383.42

001-412-125-515 (Communications Equipment) - \$31,368.56 No City funds are required.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** **FINAL ADOPTION**

STAFF RECOMMENDATION:

Approve the resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Staff Report
2. Price Sheet Proposal – 2019 or Newer Dodge 5500 Type #6 Patrol Pumper Unit
3. Motorola Radio Quote
4. Resolution

STAFF REPORT

Squad Vehicle and Motorola Radio Purchase

The Squad Program utilizes a medium-duty response vehicle housed at Fire Station #33 at El Toyon Park that is staffed 24 hours a day, 7 days a week, by a two person crew. As allowed by *National City Municipal Code Section 2.60.260 - Cooperative purchasing*, the purchase of the squad vehicle can be made as a result of competitive bids solicited by the City of Glendale, where Boise Mobile Equipment Inc., was determined to be the lowest responsive, responsible bidder, and was awarded their bid for a 2019 or newer Dodge 5500 Type #6 Patrol Pumper.

Boise Mobile Equipment Inc. is willing to offer the City of National City the opportunity to take advantage of this competitive bid price. The City of Glendale's award was made for \$222,189.00 unit price. National City's cost will be \$228,383.42 (\$204,490.50 plus sales tax, inspection, and delivery/training).

The City of Glendale's bid fully complies with *National City Municipal Code Section 2.60.260 - Cooperative purchasing*. Additional market research was conducted to consider current pricing, other brands, other purchasing options, and it is in the City's best interest to take advantage of this opportunity.

In addition, as allowed by *National City Municipal Code Section 2.60.220 (B) - Open market procedure—Exception to bidding requirements*, the purchase of a Motorola radio package and accessories is necessary for the new Squad vehicle to be fully operational. Motorola is a sole source provider of the radio equipment that is used by the National City Fire Department. The cost for the Motorola radio package and accessories is \$31,368.56.

Funding for these purchases were obtained from the Lower Sweetwater Fire Protection District (LSWFPD). A check for \$259,751.98 was received by the Finance Department intended for the purchase of the new Squad and the Motorola radio package. The Finance Department placed the funds in the City's General Fund.

Accordingly, staff recommends: the establishment of an appropriation in the amount of \$259,751.98 within the City's General Fund; waiving the bid process pursuant to NCMC Section 2.60.260 as a result of competitive bids solicited by the City of Glendale where Boise Mobile Equipment Inc. was determined to be the lowest responsive, responsible bidder, and was awarded the bid for 2019 or newer Dodge 5500 Type #6 Patrol Pumper; and waiving the formal bid process pursuant to NCMC Section 2.60.220 (B) for the sole source purchase of Motorola radios for the new Squad vehicle for the National City Fire Department.

2.60.260 - Cooperative purchasing.

The purchasing agent shall have authority 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.

(Ord. 2262 § 1 (part), 2005)

2.60.220 - Open market procedure—Exception to bidding requirements.

In any of the following instances, the city manager or purchasing agent may dispense with the requirements of bidding when any of the following applies, provided the circumstances are completely documented:

B. The commodity, regardless of value, can be obtained from only one source. Sole source procurements may be used when there is only one source from which a particular commodity is available and there is no adequate substitute. Sole source procurement may also be used when it is clear that competitive bidding will not produce any competitive advantage or would be impractical or not meet an urgent city procurement need.

(Ord. 2262 § 1 (part), 2005)



October 19, 2020

Re: National City Fire Department, Type 6

On behalf of Boise Mobile Equipment, Inc., I am pleased to present this preliminary price quote for the Type 6 engine.

Boise Mobile Equipment hereby quotes a preliminary price of **\$228,383.42 (TWO-HUNDRED TWENTY-EIGHT THOUSAND, THREE-HUNDRED EIGHTY-THREE dollars and FORTY-TWO cents)**.

This price is based on and includes the following:

Apparatus	
Adjusted price based on attached Specification	\$204,490.50
No. of Apparatus Requested	1
Total Subject to Sales Tax	\$204,490.50
Estimated Sales Tax @ 8.75%	\$17,892.92
Non-Taxable Items	
Final Inspection in Boise @ \$2,000 per person (2 persons)	\$4,000.00
Delivery/Training @ \$2,000.00 per apparatus (1 apparatus)	\$2,000.00
	\$6,000.00
Grand Total	\$228,383.42

The above pricing does not include an optional pre-construction meeting in Boise.

Boise Mobile Equipment is noted for durable product features, proven construction techniques, and high-quality craftsmanship. As a truly custom builder, we look forward to meeting your requirements to the highest level possible.

I appreciate your consideration of our firm's products and look forward to meeting with you to answer any remaining questions or concerns that you may have.

Best regards,

QUOTE TO: National City Fire - Sergio Mora 619-336-4555	
PREPARED BY: Andy Grimm 858-864-3660	agrimm@daywireless.com
DATE: October 21, 2020	
Quote Valid through December 31, 2020	Quote # QU0000222333AG



MOTOROLA SOLUTIONS

*Line #	Qty	Part Number	Item Description	List Price	Unit Discounted Price	
APX6500 Single Head Mobile Radio w DEK						
1		M25URS9PW1BN	APX6500BN 7/800 MHZ MOBILE RADIO	\$2,938.00	\$1,836.25	
1a		W22BA	ADD: PALM MICROPHONE	\$72.00	\$45.00	
1b		G806BE	ENH: ASTRO DIGITAL CAI OP APX	\$515.00	\$321.88	
1c		GA01670	ADD: APX E5 CONTROL HEAD	\$572.00	\$357.50	
1d		G67BC	ADD: REMOTE MOUNT MID POWER	\$297.00	\$185.63	
1e		G444AE	ADD: APX CONTROL HEAD SOFTWARE	\$0.00	\$0.00	
1f		G361AH	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$187.50	
1g		G51AU	ENH: SMARTZONE OPERATION APX6500	\$1,200.00	\$750.00	
1h		G335AW	ADD: ANT 1/4 WAVE 762-870 MHZ	\$14.00	\$8.75	
1i		B18CR	ADD: AUXILIARY SPKR 7.5 WATT	\$60.00	\$37.50	
1j		GA005880AA	ADD: TDMA OPERATION	\$450.00	\$281.25	
1k		GA00235AA	ADD: NO GPS ANTENNA NEEDED	\$0.00	\$0.00	
1l		G996	ADD: OVER THE AIR PROGRAMMING (OTAP)	\$100.00	\$62.50	
1m		GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	\$0.00	\$0.00	
1n		G193	ADD: ADP ONLY	\$0.00	\$0.00	
1o		W599	8 BUTTON DEK BOX	\$180.00	\$112.50	
	1	TOTAL APX6500 BN Single E5 Control Head with DEK		\$6,698.00	\$4,186.26	\$4,186.26
APX6000XE Model 3.5 Portable Radio						
2		H98UCH9PW7BN	APX6000 7/800MHZ MODEL 3.5 PORTABLE RADIO	\$3,455.00	\$2,159.38	
2a		Q806BM	ASTRO DIGITAL OPERATION	\$515.00	\$321.88	
2b		H38BT	SMARTZONE TRUNKING OPERATION	\$1,200.00	\$750.00	
2c		Q361AR	P25 9600 BAUD TRUNKING OPERATION	\$300.00	\$0.00	
2d		QA00580AC	TDMA OPERATION (P25 PHASE 2)	\$450.00	\$281.25	
2e		QA02006AA	ENH: APX6000XE RUGGED RADIO (BLACK RADIO HOUSING)	\$800.00	\$500.00	
2f		G996	OVER THE AIR PROGRAMMING (OTAP)	\$100.00	\$62.50	
2g		Q667	ADD: ADP ONLY	\$0.00	\$0.00	
	2	TOTAL APX6000XE Model 3.5 Portable		\$6,820.00	\$4,075.01	\$8,150.02
3	2	PMNN4547	APX SPARE BATTERY, UL, INTRINSICALLY SAFE	\$169.00	\$125.00	\$250.00
4	2	NNTN7624B	APX VEHICLE CHARGER - HARD WIRED	\$472.00	\$354.00	\$708.00
5	2	NNTN8575ABLK	APX XE HIGH TEMP LAPEL MIC (BLACK)	\$538.00	\$403.50	\$807.00
					Total Equipment:	\$14,101.28
					8.75% tax on Equipment	\$1,233.86
					Total Equipment and Tax	\$15,335.14
6	0	G78	3 YEAR WARRANTY - ESSENTIAL SERVICE - MOBILE	\$168.00	\$0.00	Not Taxed \$0.00
7	2	Q58	3 YEAR WARRANTY - ESSENTIAL SERVICE - PORTABLE	\$110.00	\$0.00	Not Taxed \$0.00
Order Total (Equipment, Tax, Warranty):					\$15,335.14	

(1) Single Head Mobile With DEK Box, (2) APX6000XE Black Portables & Accessories

Discounted Pricing from San Diego County RCS Contract # 553982. Shipping is included at No Charge. PO's must be made out to Motorola Solutions, INC (not Day Wireless).

RESOLUTION NO. 2020 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY 1) WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BOISE MOBILE EQUIPMENT INC. FOR A 2019 OR NEWER DODGE 5500 TYPE VI PATROL PUMPER; 2) WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.220(B) REGARDING SOLE SOURCE PURCHASING OF MOTOROLA RADIOS FOR THE NEW SQUAD VEHICLE FOR THE NATIONAL CITY FIRE DEPARTMENT; AND 3) APPROVING THE ESTABLISHMENT OF APPROPRIATIONS AND TRANSFERS AND A CORRESPONDING REVENUE BUDGET IN THE AMOUNT OF \$259,751.98 IN THE GENERAL FUND AND VEHICLE REPLACEMENT FUND FOR THE PURCHASE OF A TYPE VI SQUAD AND RADIO SYSTEM WITH FUNDS FROM THE LOWER SWEETWATER EQUIPMENT REPLACEMENT FUND

WHEREAS, the City of National City’s Fire Department desires to enter in an agreement with Boise Mobile Equipment Inc. and use a “Piggyback Contract” that Boise Mobile Equipment Inc. has with the City of Glendale in order to purchase a 2019 or newer Dodge 5500 Type VI Patrol Pumper that will give the National City Fire Department greater opportunities to respond to CalOES strike team requests and assist the community; and

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

WHEREAS, the City’s Purchasing staff has confirmed that the City of Glendale’s bid fully complies with National City Municipal Code Section 2.60.260 - Cooperative purchasing and that it was obtained through a Request for Proposal (“RFP”), and that the State of California Department of General Services procurement procedures are in substantial compliance with those of the City; and

WHEREAS, City of National City staff recommends that City Council authorize the Mayor to waive the bid process pursuant to NCMC Section 2.60.260 as a result of competitive bids solicited by the City of Glendale where Boise Mobile Equipment Inc. was determined to be the lowest responsive, responsible bidder, and was awarded the bid for 2019 or newer Dodge 5500 Type #6 Patrol Pumper; waive the formal bid process pursuant to NCMC Section 2.60.220 (B) for the sole source purchase of Motorola radios for the new Squad vehicle for the National City Fire Department; and establish an appropriation in the amount of \$259,751.98 within the City’s General Fund.

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///

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby affirms the Purchasing agent's determination that the City of Glendale's contract with Boise Mobile Equipment Inc. was competitively bid through a RFP process, and that the State of California Department of General Services procurement procedures are in substantial compliance with those the City.

BE IT FURTHER RESOLVED that the City Council of the City of National City hereby waives the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and hereby authorizes the Mayor to execute an Agreement with Boise Mobile Equipment Inc. for a 2019 or newer Dodge 5500 Type VI Patrol Pumper.

BE IT FURTHER RESOLVED that the City Council of the City of National City hereby waives the formal bid process pursuant to National City Municipal Code Section 2.60.220(B) regarding sole source purchasing of Motorola radios for the new Squad vehicle for the National City Fire Department.

BE IT FURTHER RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute an agreement with Boise Mobile Equipment Inc. for a 2019 or newer Dodge 5500 type VI Patrol Pumper and hereby approves the establishment of appropriations and transfers and a corresponding revenue budget in the amount of \$259,751.98 in the General Fund and Vehicle Replacement Fund for the purchase of a Type VI squad and radio system with funds from the Lower Sweetwater Equipment Replacement Fund.

PASSED and ADOPTED this 1st day of December 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City approving the Rancho Arroyo Villas Subdivision Map and Maintenance Agreement, accepting on behalf of the public certain easements, approving the vacation of future unused easements, and authorizing the Mayor and City Clerk to sign the map. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: December 1, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City approving the Rancho Arroyo Villas Subdivision Map and Maintenance Agreement, accepting on behalf of the public certain easements, approving the vacation of future unused easements, and authorizing the Mayor and City Clerk to sign the map.

PREPARED BY: Charles Nissley, Sr. Civil Engineering Tech

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4396

APPROVED BY: _____

EXPLANATION:

See staff report.

FINANCIAL STATEMENT:

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

N/A

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt the resolution approving the Rancho Arroyo Villas Subdivision Map, accepting on behalf of the public certain easements, authorizing the vacating of future unused easements, and authorizing the Mayor and City Clerk to sign the map.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Subdivision Map
3. Copy Map of Guarantee
4. Maintenance Agreement
5. Resolution

Explanation:

Bartizan Investments, LLC (Owner), a Nevada Limited Liability Company, is the owner of the property located at the south end of "C" Avenue, APN 562 170 0900, south of E. 27th Street in the undeveloped canyon area. The Owner has proposed a subdivision of the property into five parcels in order to build five new single family homes. The parcel is currently vacant and approximately 36,000 square feet in size. Access to the proposed lots would be from an existing easement located at 'C' Avenue, south of E. 27th Street (See attached location map).

The property contains a ten foot wide sewer easement with an eight inch sewer main. Most of the sewer main and the ten foot sewer easement will be rerouted into the proposed sewer alignment, as dedicated on the map. The existing unused section of the easement is abandoned pursuant to section 6643(g) of the Subdivision Map Act.

The Owner will provide, on this map, an easement for access and utilities for the benefit of Parcels 1, 2, 3, 4, and 5. Access is also intended for the benefit of the City of National City fire protection purposes and the City of National City Public Works service vehicles and crews.

The Owner has provided a Private Road Maintenance Agreement providing for joint maintenance, by and among, said Parcels 1, 2, 3, 4, and 5 of the common roadway within the easement area.

The final map was submitted on September 11, 2019 for review to ensure compliance with all City and State requirements and technical correctness.

Staff has reviewed the map and found it substantially complies with the tentative map and that it is technically correct and complies with the requirements of the Subdivision Map Act and National City Municipal Code Chapter 17, Subdivisions.

Staff is requesting City Council approval of the Rancho Arroyo Villas Subdivision Map and Maintenance Agreement, accept on behalf of the public certain easements, authorize the vacating of future unused easements, and for the Mayor and City Clerk to sign the map.

Rancho Arroyo Villas Location Map



RANCHO ARROYO VILLAS
IN THE CITY OF NATIONAL CITY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE AN INTEREST IN, THE LAND SUBDIVIDED BY THIS MAP, AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDED OF THIS MAP.

WE HEREBY DEDICATE TO THE CITY OF NATIONAL CITY THE REAL PROPERTIES DESCRIBED AS EASEMENTS FOR GENERAL UTILITY AND ACCESS PURPOSES AND EMERGENCY VEHICLE ACCESS PURPOSES, ALL AS SHOWN ON SAID MAP.

WE HEREBY RESERVE FOR OURSELVES, ASSIGNS AND OWNERS WITHIN THIS SUBDIVISION, THE PRIVATE DRIVEWAY EASEMENT SHOWN HEREON.

BARIZAN INVESTMENTS, LLC, A NEVADA LIMITED LIABILITY COMPANY

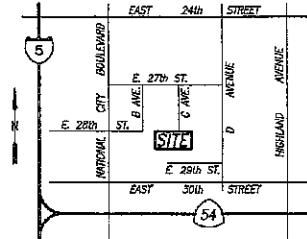
BY: [Signature] DATE: 6/23/20
NAME: CLAYTON MURPHY
TITLE: MANAGER

BEING A SUBDIVISION OF THE WESTERLY 300 FEET OF ALL THAT PORTION OF THE EASTERLY 556 FEET OF 10 ACRE LOT 5, IN QUARTER SECTION 152, RANCHO DE LA NACION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 186, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON MAY 11, 1969.

A PORTION OF THE SEWER EASEMENT GRANTED TO THE CITY OF NATIONAL CITY NEEL APRIL 28, 1947 IN BOOK 2369, PAGE 468, O.R., IS NOT SHOWN WITHIN THIS MAP BECAUSE IT HAS BEEN VACATED PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT.

SUBDIVISION GUARANTEE FOR THIS SUBDIVISION IS FURNISHED BY FIRST AMERICAN TITLE COMPANY, ORDER NO. NHSC-5005581, DATED _____

AREA: 0.827 ACRES NO. OF LOTS: 5



VICINITY MAP
NO SCALE

COUNTY TREASURER'S CERTIFICATE

WE, COUNTY TREASURER/TAX COLLECTOR OF THE COUNTY OF SAN DIEGO, CALIFORNIA, AND PUBLIC WORKS DIRECTOR OF SAID COUNTY, HEREBY CERTIFY THAT THERE ARE NO UNPAID SPECIAL ASSESSMENTS OR BONDS WHICH MAY BE PAID IN FULL SHOWN BY THE BOOKS OF OUR OFFICES AGAINST THE TRACT OR SUBDIVISION OR ANY PART THEREOF SHOWN ON THE ANNEXED MAP AND DESCRIBED IN THE CAPTION THEREOF.

DAN McALLISTER
COUNTY TREASURER-TAX COLLECTOR

BY: [Signature] DATE: 8/16/2020
DEPUTY

JEFF MONEDA
DEAN-ALBRIGHT
DIRECTOR OF PUBLIC WORKS

BY: [Signature] DATE: 8-12-20
FOR DIRECTOR

LAND SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ALVAN WASHINGTON ON FEBRUARY 15, 2017, AND THE SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN TWO YEARS OF THE RECORDED OF THIS MAP UNLESS EXTENDED BY THE CITY LAND SURVEYOR, AND THAT THE MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

BY: [Signature] DATE: 6/23/20
JOEL A. WAYMIRE
L.S. 6011, EXP. 12-31-2020



CITY ENGINEER'S STATEMENT

I, ROBERTO YANO, CITY ENGINEER OF THE CITY OF NATIONAL CITY, CALIFORNIA, STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY ALTERATIONS THEREOF, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA, AS AMENDED, AND OF ANY LOCAL ORDINANCE OF SAID CITY APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH. I HEREBY APPROVE AND RECOMMEND SAID MAP.

BY: [Signature] DATE: 10/15/2020
ROBERTO YANO
CITY ENGINEER



CITY ENGINEER TECHNICAL STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

BY: [Signature] DATE: 9/2/2020
PETER C. GOLDING, L.S. 4768 DATE



CLERK OF THE BOARD OF SUPERVISORS' CERT.

I, ANDREW POTTER, CLERK OF THE BOARD OF SUPERVISORS, HEREBY CERTIFY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT (DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE) REGARDING (A) DEPOSITS FOR TAXES, AND (B) CERTIFICATION OF THE ABSENCE OF LIENS FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES EXCEPT THOSE NOT YET PAYABLE, HAVE BEEN COMPLIED WITH.

ANDREW POTTER
CLERK OF THE BOARD OF SUPERVISORS
BY: [Signature] DEPUTY
DATE: _____

COUNTY RECORDER'S CERTIFICATE

I, ERNEST J. DRONENBURG, JR., COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, HEREBY CERTIFY THAT I HAVE ACCEPTED FOR RECORDED THIS MAP FILED AT THE REQUEST OF JOEL A. WAYMIRE THIS _____ DAY OF _____, 2020 AT _____ O'CLOCK _____ M.

ERNEST J. DRONENBURG, JR.
COUNTY RECORDER
BY: [Signature] DEPUTY
FEE \$ _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA, ss
COUNTY OF SAN DIEGO.

ON 26-JUNE-2020, BEFORE ME, [Signature], NOTARY PUBLIC, PERSONALLY APPEARED [Signature], WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE: [Signature]
MY COMMISSION EXPIRES: [Date] NOTARY PHONE: 761-434-9753
NOTARY NAME: [Signature] COUNTY OF PRINCIPAL PLACE:
NOTARY REGISTRATION NUMBER: [Number] OF BUSINESS: [Address]

MAYOR AND CITY CLERK'S CERTIFICATE

WE, ALEJANDRA SOTELO-SOLIS, MAYOR, AND MICHAEL R. DALLA, CITY CLERK OF NATIONAL CITY, CALIFORNIA, HEREBY CERTIFY THAT THE CITY COUNCIL ON _____, 2020 HAS APPROVED THIS MAP CONSISTING OF 4 SHEETS AS DESCRIBED IN THE CAPTION THEREOF AND HAS ACCEPTED THE EASEMENTS FOR GENERAL UTILITY AND ACCESS PURPOSES, AND THE EASEMENTS FOR EMERGENCY VEHICLE ACCESS PURPOSES AS DEDICATED ON THIS MAP.

PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP WITHOUT SHOWING THE FOLLOWING CONSTITUTES ABANDONMENT: - A PORTION OF THE SEWER EASEMENT GRANTED TO THE CITY OF NATIONAL CITY, RECORDED ON APRIL 28, 1947 IN BOOK 2369, PAGE 468, O.R.

WE ALSO CERTIFY THAT THE PROPER PUBLIC NOTICE HAS BEEN GIVEN OF THAT APPROVAL ON _____, 2020.

BY: ALEJANDRA SOTELO-SOLIS, MAYOR
CITY OF NATIONAL CITY, CALIFORNIA

BY: MICHAEL R. DALLA, CITY CLERK
CITY OF NATIONAL CITY, CALIFORNIA

PROCEDURE OF SURVEY

LEGEND

- INDICATES SUBDIVISION BOUNDARY
- INDICATES SET 2" I.P. W/DISC STAMPED "LS 8011"
- INDICATES FOUND MONUMENT AS NOTED PER MONUMENTATION LEGEND
- () INDICATES RECORD DATA PER P.M. 8046
- [] INDICATES RECORD DATA PER R.O.S. 11931 AND/OR R.O.S. 12075
- < > INDICATES RECORD DATA PER R.O.S. 11198
- | | INDICATES RECORD DATA PER P.M. 15174
- (|) INDICATES RECORD DATA PER C.R. 44003
- SNF SEARCHED FOR MONUMENT, NONE FOUND
- (DU1) INDICATES RECORD DATA PER GRANT DEED REC. MARCH 17, 2017 AS DOC. NO. 2017-0123968, O.R.
- (002) INDICATES RECORD DATA PER GRANT DEED REC. JANUARY 30, 2019 AS DOC. NO. 2019-0034457, O.R.

SEE SHEET 3 FOR EXISTING EASEMENTS
SEE SHEETS 3 & 4 FOR PROPOSED EASEMENTS

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM 125083, ZONE 6, (EPOCH 1991.03) AND IS DETERMINED BY GPS MEASUREMENTS TAKEN ON JUNE 18, 2019 AT POINTS 'A' & 'B' AS SHOWN HEREON. POINTS 'A' & 'B' WERE ESTABLISHED FROM 1st ORDER GPS STATIONS "208" AND "182" PER RECORD OF SURVEY 14492. THE BEARING FROM SAID POINT "208" TO POINT "182" IS S 25°08'01" E. QUOTED BEARINGS FROM REFERENCE MAPS OR DEEDS MAY OR MAY NOT BE IN TERMS OF SAID SYSTEM.

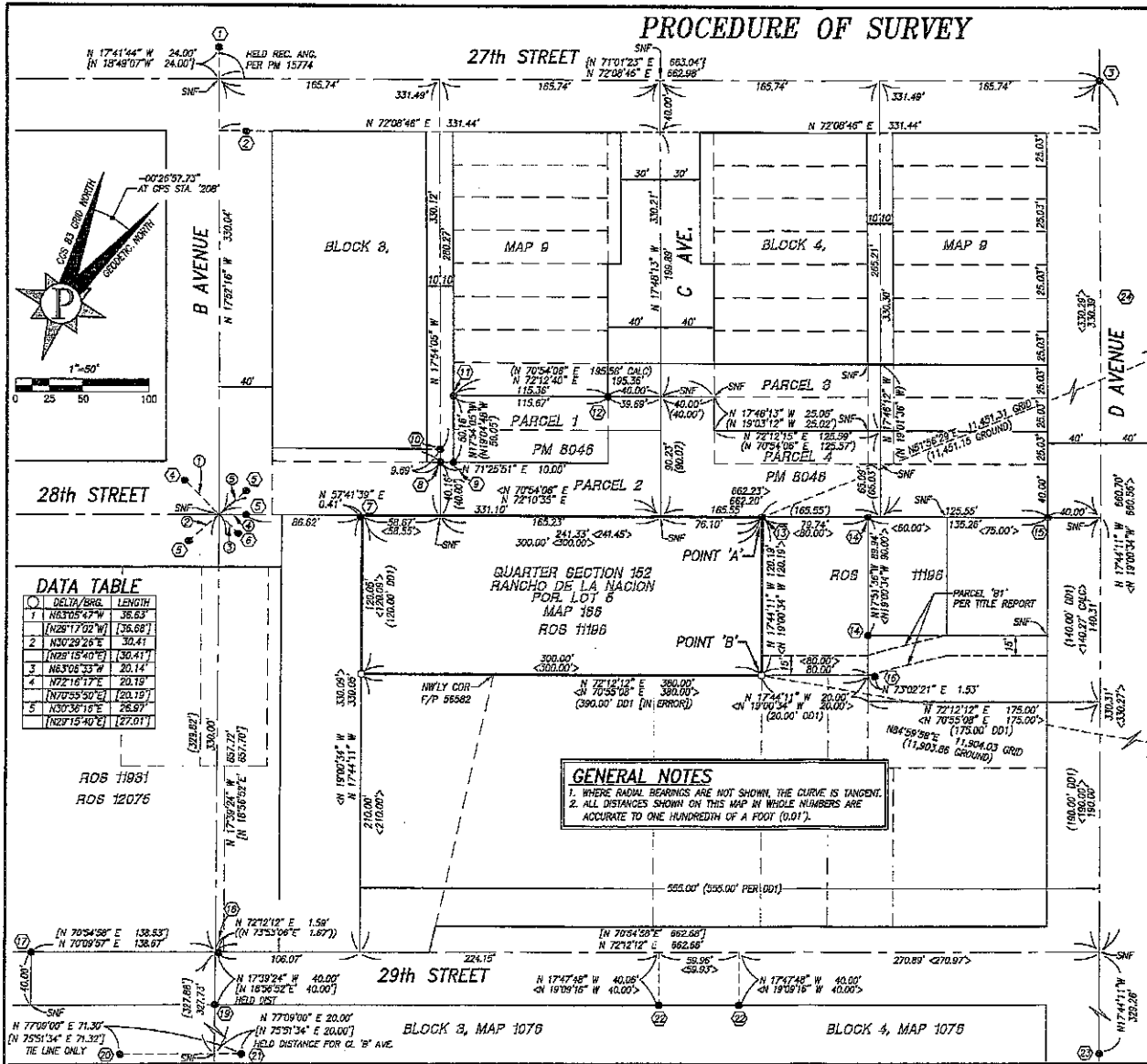
THE COMBINED GRID FACTOR AT STATION "208" IS 1.0000140.
GRID DISTANCE = GROUND DISTANCE X COMBINED GRID FACTOR

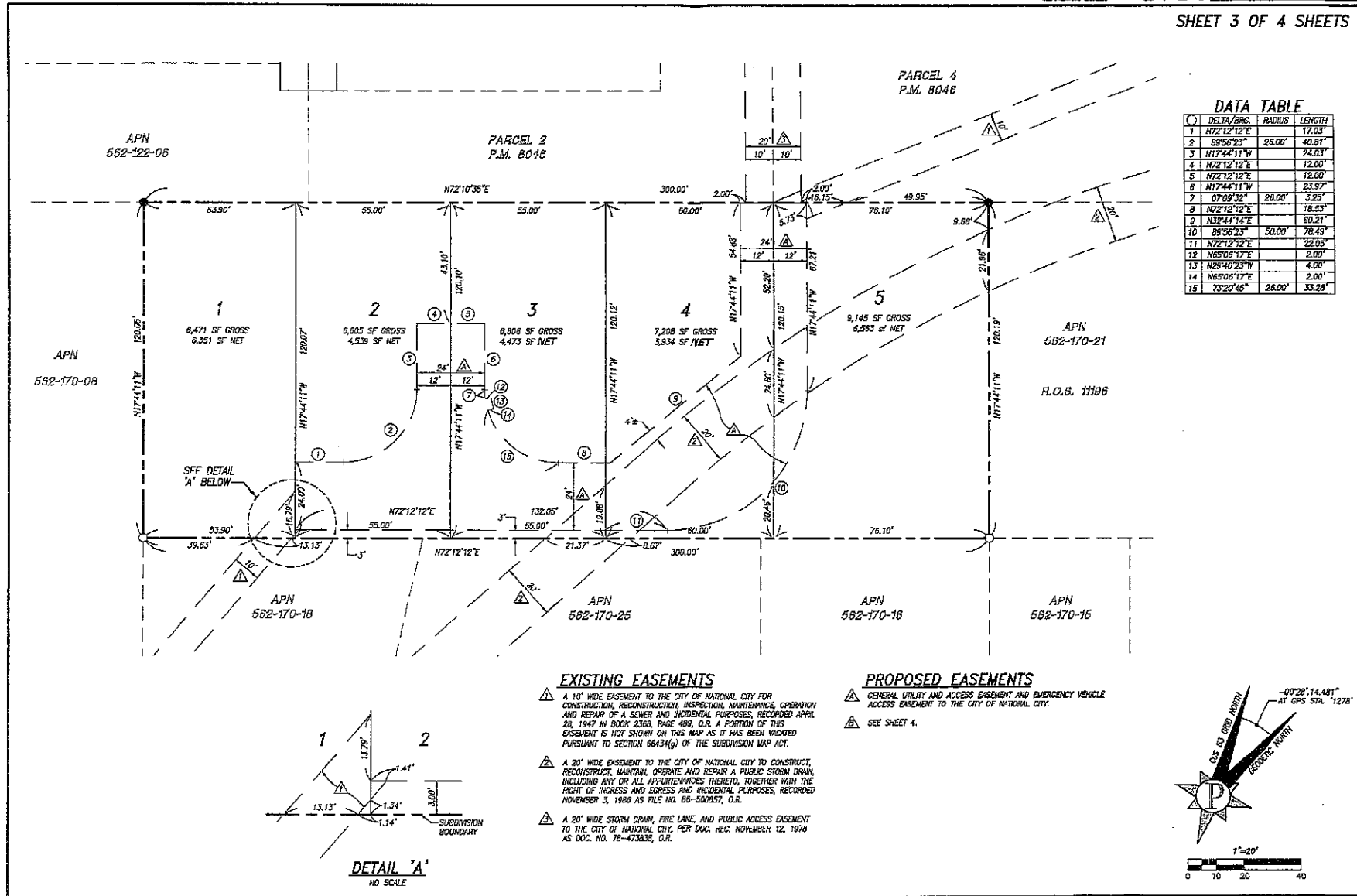
MONUMENTATION NOTES

1. ALL LOT CORNERS WILL BE MONUMENTED WITH A 3/4" X 18" IRON PIPE WITH PLASTIC PLUG MARKED "LS 8011", UNLESS OTHERWISE NOTED.

MONUMENTATION LEGEND

- ① FOUND LEAD & DISC STAMPED "RCE 28112" PER P.M. 15774. HELD FOR CL INT.
- ② FOUND BRASS PLUG ON THE SOUTHEAST CORNER OF THE 27TH STREET AND "B" AVENUE INTERSECTION, IDENTIFIED AS CITY OF SAN DIEGO VERTICAL CONTROL BENCHMARK, NOT USED ON THIS MAP.
- ③ FOUND RR SPIKE WITH CHASEL "X" PER P.M. 8046 & 15774. HELD FOR CL INT.
- ④ FOUND LEAD & DISC STAMPED "LS 8622" PER C.R. 18196.
- ⑤ FOUND LEAD AND TACK. HELD PER R.O.S. 12075.
- ⑥ FOUND LEAD AND TACK. NO RECORD.
- ⑦ FOUND REBAR AND CAP STAMPED "LS 6688". NO RECORD, NOT ACCEPTED.
- ⑧ FOUND 3/4" I.P. W/DISC STAMPED "RCE 1534" PER P.M. 8046.
- ⑨ FOUND 3/4" I.P. W/DISC STAMPED "RCE 1534" PER P.M. 8046 & C.R. 41048. ACCEPTED AS ON W/LY LINE OF PARCEL 1, 0.13" W/LY OF CORNER.
- ⑩ FOUND 3/4" I.P. W/TACK PER C.R. 41048. HELD FOR ALLEY CL.
- ⑪ FOUND 3/4" I.P. W/DISC STAMPED "RCE 1534" PER P.M. 8046 & C.R. 41048. HELD AS NW CORNER OF PARCEL 1.
- ⑫ FOUND 3/4" I.P. IN CONCRETE. ACCEPTED PER P.M. 8046, 0.31" ELY OF TRUE COR.
- ⑬ FOUND 3/4" I.P. W/DISC STAMPED "LS 5524". NO RECORD, ACCEPTED AS POINT ON SOUTHERLY LINE OF P.M. 8046, 0.18" W/LY OF TRUE CORNER.
- ⑭ FOUND 3/4" I.P. W/DISC STAMPED "LS 5524". NO RECORD, ACCEPTED AS CORNER PER R.O.S. 11198.
- ⑮ FOUND LEAD & DISC STAMPED "LS 5524". NO RECORD, HELD FOR S'LY LINE OF P.M. 8046, 0.21" W/LY OF TRUE CORNER.
- ⑯ FOUND 3/4" I.P. W/DISC STAMPED "LS 5524". NO RECORD, NOT ACCEPTED.
- ⑰ FOUND 3/4" I.P. W/DISC STAMPED "RCE 26112. HELD FOR CL OF 28TH STREET PER R.O.S. 12075.
- ⑱ FOUND 3/4" I.P. W/DISC STAMPED "LS 7844" PER C.R. 44003, A RESET OF MON. PER R.O.S. 12075 ON CL OF 28TH STREET.
- ⑲ FOUND 3/4" I.P. W/DISC STAMPED "LS 5982". HELD DISTANCE FOR CL OF 28TH STREET PER R.O.S. 12075.
- ⑳ FOUND STREET CENTERLINE WELL MONUMENT. NO RECORD, HELD FOR CL INTERSECTION PER R.O.S. 11198.
- ㉑ FOUND RR SPIKE. HELD DISTANCE FOR CL INTERSECTION PER R.O.S. 11931 & 12075.
- ㉒ FOUND 3/4" I.P. W/DISC STAMPED "RCE 822" PER R.O.S. 11198. HELD FOR CL.
- ㉓ FOUND STREET CENTERLINE WELL MONUMENT. NO RECORD, HELD FOR CL INTERSECTION PER R.O.S. 11198.
- ㉔ FOUND GPS STA "208" -- LEAD & TACK DISC IN CONC. WALK PER R.O.S. 14492. N 1,827,858.79 E 6,310,034.70 ELEV. = 215.73 (NGVD 29)
- ㉕ FOUND GPS STA "182" -- CALTRANS BRASS DISC IN 2" I.P. PER R.O.S. 14492. N 1,821,722.61 E 6,312,913.49 ELEV. = 171.96 (NGVD 29)

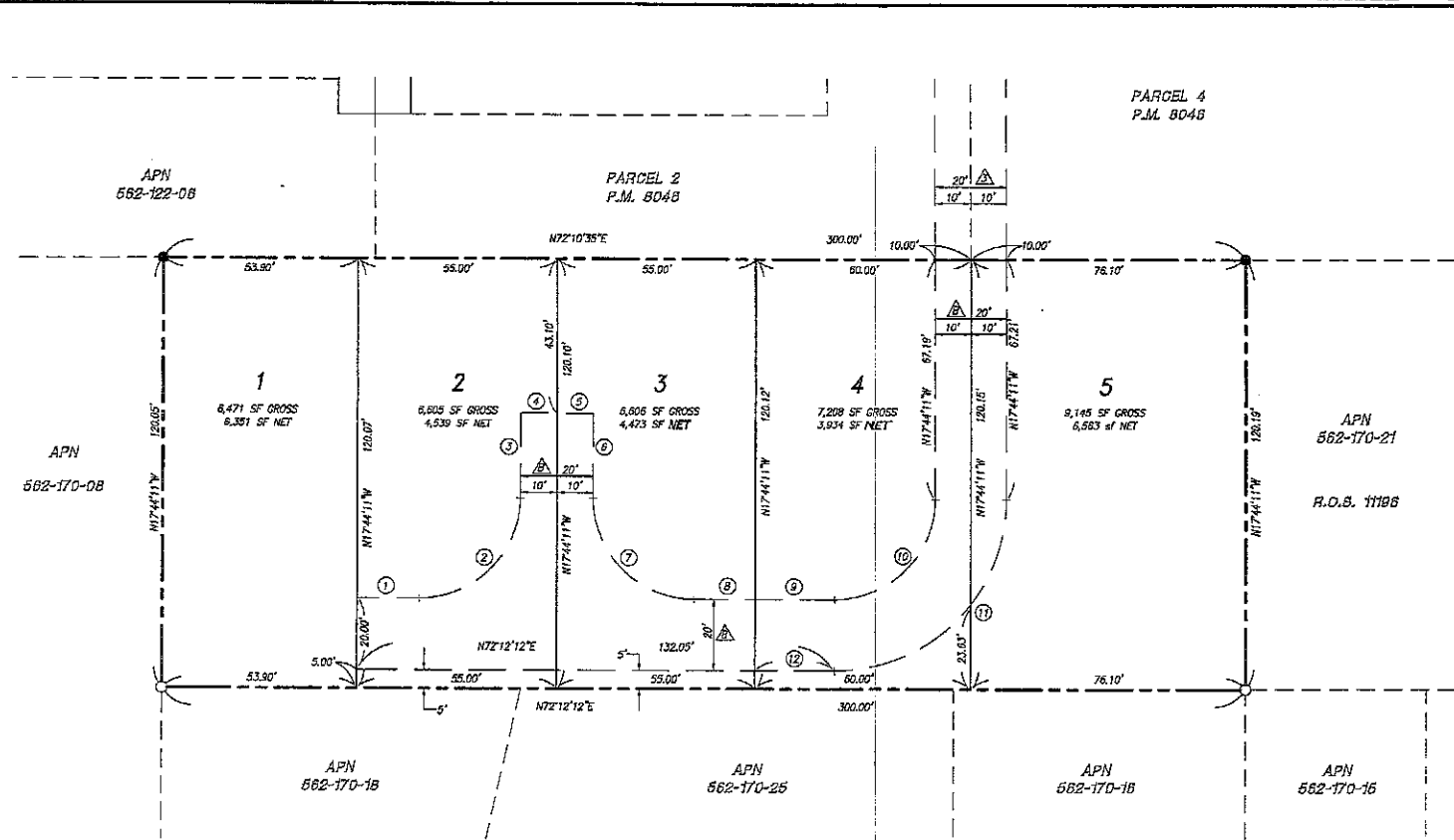




PARCEL 4
P.M. 8048

DATA TABLE

NO.	DELTA/BEG.	RADIUS	LENGTH
1	N72°12'12"E		17.05'
2	S89°56'23"	20.00'	43.95'
3	N17°44'11"W		24.03'
4	N22°12'12"E		10.00'
5	N22°12'12"E		10.00'
6	N17°44'11"W		23.87'
7	S07°05'37"	20.00'	44.01'
8	N72°12'12"E		16.97'
9	N72°12'12"E		22.03'
10	S89°56'23"	20.00'	43.95'
11	S89°56'23"	48.00'	78.35'
12	N72°12'12"E		22.05'

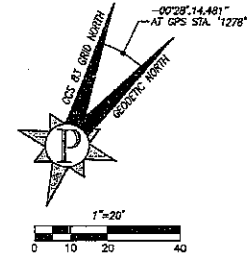


EXISTING EASEMENTS

- ▲ SEE SHEET 3
- ▲ SEE SHEET 3
- ▲ SEE SHEET 3

PROPOSED EASEMENTS

- ▲ SEE SHEET 3
- ▲ A 20' WIDE PRIVATE DRIVEWAY EASEMENT TO THE OWNERS OF LOTS 1-5 RESERVED HEREON.





DAN McALLISTER
 San Diego County
 Treasurer-Tax Collector
 1600 Pacific Highway, Room 162
 San Diego, CA 92101



Recording Requested By and
 When Recorded Mail To:

DOC# 2020-6000099



Jul 23, 2020 12:46 PM
 Ernest J. Dronenburg, Jr.,
 SAN DIEGO COUNTY RECORDER
 FEES: \$8.00

PAGES: 1

FILED

THIS SPACE RESERVED FOR THE RECORDER'S OFFICE USE

This certificate must be filed with the San Diego County Recorder, and a conformed copy delivered to the appropriate legislative bodies within the County of San Diego

MAP TAX CLEARANCE CERTIFICATE

No **20-105**

TTC FILE NO.6645

STATE OF CALIFORNIA)

) ss:

COUNTY OF SAN DIEGO)

I, Dan McAllister, certify that I am the duly qualified and elected Treasurer - Tax Collector of the County of San Diego, State of California; that I have examined the records of my office as to delinquent taxes and assessments collected by the County of San Diego for the property within the subdivision or parcel map known as:

RANCHO ARROYO VILLAS (NATIONAL CITY TM 19-03)

A final map is about to be filed with the appropriate legislative body in the County of San Diego for approval; and I hereby certify that according to the records of this office, there are NO liens against said subdivision or parcel map, or any part thereof, for unpaid State, County, Municipal or local taxes or special assessments collected as taxes for the lien date fiscal year 2020-21, except taxes or special assessments not yet payable.

I further certify that there are against the parcel or parcels of real property within which the subdivision or parcel map is situated a lien for State, County, and local taxes, and special assessments collected as taxes which are not yet payable, and which I estimate as follows:

Tax Surety Bond Required **YES**

Bond Required for State, County, School and Special District Taxes: **\$1,500.00**

Located in City of National City

THIS CERTIFICATE VOID AFTER:

September 21, 2020

There are 1 Parcel Number(s):

562-170-09-00

IN WITNESS WHEREOF,

I have hereunto set my hand this date

July 8, 2020

DAN McALLISTER
 SAN DIEGO COUNTY TREASURER-TAX COLLECTOR

By:

Zina
 Deputy, Zina Poles

RECORDING REQUESTED BY: (
(
(
AFTER RECORDING RETURN TO: (
Community Development Department (
City of National City (
1243 National City Blvd (
National City, California 91950 (
(
(

THIS SPACE FOR RECORDER'S USE ONLY

DECLARATION OF COVENANT AND RESTRICTIONS
PRIVATE ROAD
MAINTENANCE AGREEMENT

THIS DECLARATION OF COVENANT AND RESTRICTIONS BY

BARTIZAN INVESTMENTS, LLC

WITNESSETH:

A. WHEREAS, the undersigned is the owner of the real property in the City of National City, County of San Diego, State of California, and more particularly described as Parcels 1, 2, 3, 4, and 5 of Parcel Map No. _____ recorded _____, 20___, in the office of the County Recorder of San Diego County;

B. WHEREAS, the undersigned desires to and does hereby provide for an easement for access and utilities as described in Exhibit A for the benefit of said Parcels 1, 2, 3, 4, and 5 of Parcel Map No. _____, which access is intended to be for the benefit of the City of National City for fire protection purposes; and

C. WHEREAS, the undersigned desires to and does hereby provide for joint maintenance by and among said Parcels 1, 2, 3, 4, and 5 of the common roadway within the easement area described in Exhibit A, as provided for in Exhibit B and as shown on Exhibit C.

BY THIS RESTRICTION, the undersigned does hereby impose the following servitudes on each of the Parcels listed above:

1. The present and future owners of said Parcels 1, 2, 3, 4, and 5 shall jointly and equally bear the responsibility of maintaining the common roadway over the access area described in Exhibit A. This roadway easement area shall be maintained free of any storage of material or parking of vehicles in order to provide adequate City Fire Department access across the common roadway.

2. The present and future owners of said Parcels 1, 2, 3, 4, and 5 shall have full access rights over the easement area described in Exhibit A.

3. The present and future owners of Parcels 1, 2, 3, 4, and 5 are bound by the Private Road Maintenance Agreement as described in Exhibit B which is incorporated in and made part hereof.

4. Driveways serving individual parcels outside or beyond the area shown on Exhibit A shall be maintained by the respective property owners of said Parcels 1, 2, 3, 4 and 5.

5. This Declaration of Covenant and Restrictions shall apply to the land before the execution and delivery to any person of a deed conveying said realty, or any portion thereof to any other person, as said deed shall have been executed and delivered, and shall operate as covenants running with the land, being hereby created as equitable servitudes set forth above. It is understood and agreed that every conveyance of the property described herein is and shall be made and accepted and said real property is and shall be granted only upon the conditions and restrictions contained herein, which conditions and restrictions shall apply to and bind the parties hereto, their administrators, successors and assigns. This agreement shall extend to and be binding upon the heirs, administrators, executors, transferees, successors, and assigns of the parties hereto.

6. The restrictions contained herein shall not be altered, amended, eliminated or changed except by the filing for record with the County Recorder of San Diego County a certified copy of a resolution of the City Council of the City of National City or of the Community Development Director, approving and concurring with alteration, amendment, elimination or change.

7. SPECIAL PROVISIONS FOR CITY OF NATIONAL CITY

Section 1: Notwithstanding any provision of this declaration to the contrary, the provisions of this article shall apply to the entire project, private roadway easement, and properties known as the Rancho Arroyo Villas subdivision the map for which is recorded at book _____, page _____, of the Official Records of San Diego County, California.

Section 2: No dedication of the private road easement area shall occur without the prior written consent of the public entity to which the dedication is made and the City of National City.

Section 3: The entire project, private roadway easement, and properties shall be subject to all the conditions and restrictions contained within National City City Council Resolution No. 2019-113, adopted on August 6, 2019. A copy of said resolution is attached to this declaration marked Exhibit "D" and incorporated by this reference.

Section 4: In the event the City determines that the parcel owners have

failed to reasonably maintain any portion of the private road easement, the City may, at its discretion, provide written notice to the parcel owners of such determination. Should the parcel owners fail to perform such maintenance within a thirty (30) day period after receiving such notice, the City shall have the right, but not the obligation, to perform such maintenance, in which event any parcel owner or the parcel owners shall be obligated to reimburse the City for its full cost reasonably incurred, including overhead costs. The City shall be entitled to any and all lien rights provided by law in the event the parcel owners fail to so reimburse the City within thirty (30) days after receiving the City's statement for such maintenance costs.

Section 5: In the event of any conflict between this declaration and the provisions of any other Articles or Bylaws, this declaration shall control.

Section 6: No amendment of this section shall be effective without the prior written consent of the City of National City.

IN WITNESS WHEREOF, said owners of property above have executed this Declaration of Covenants and Restrictions on the 10 day of NOVEMBER, 2020.

Bartizan Investments, LLC


Clinton Muhe, Manager

EXHIBIT B

DECLARATION OF COVENANT AND RESTRICTIONS
PRIVATE ROAD
MAINTENANCE AGREEMENT

WHEREAS, the Grantors desire to create and establish a method for the maintenance and upkeep of the common roadway located within the easement area described in Exhibit A and to apportion the expense of such maintenance and upkeep among the owners of said Parcels listed in this document.

NOW THEREFORE, it is expressly covenanted and agreed as follows:

In the event a minimum of three of the owners of the above described parcels should determine that the common roadway are in need of maintenance or repair work, they shall be entitled to effect the necessary maintenance and repair and apportion the cost equally among the parcel owners of said parcels provided they comply with the following procedure.

1. Three written bids for the needed repair work shall be obtained from three parties. The lowest bid shall be accepted.
2. All parcel owners shall then be notified in writing of the work to be done and the cost. Work may commence within 10 days of the mailing of the above notice.
3. Each parcel owner shall within 10 days pay for his share based upon one share for each parcel.
4. In the event any parcel owner fails to pay for his share, the other parcel owners shall be entitled to file suit to collect the share and also court costs and reasonable attorney fees.

RESOLUTION NO. 2020 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE RANCHO ARROYO VILLAS SUBDIVISION MAP AND MAINTENANCE AGREEMENT, ACCEPTING ON BEHALF OF THE PUBLIC CERTAIN EASEMENTS, APPROVING THE VACATION OF FUTURE UNUSED EASEMENTS, AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE MAP

WHEREAS, Bartizan Investments, LLC, a Nevada Limited Liability Company, (Owner), is the owner of the property located at the south end of “C” Avenue, APN 562 170 0900, south of East 27th Street in an undeveloped canyon area; and

WHEREAS, the Owner has proposed a subdivision of the property into five parcels to build five new single-family homes; and

WHEREAS, the parcel is currently vacant and approximately 36,000 square feet in size with access from an existing easement located at ‘C’ Avenue, south of East 27th Street; and

WHEREAS, the property contains a ten-foot-wide sewer easement with an eight-inch sewer main; and

WHEREAS, most of the sewer main and the ten-foot sewer easement will be rerouted into the proposed sewer alignment, as dedicated on the map and the existing unused section of the easement is abandoned pursuant to section 6643(g) of the Subdivision Map Act; and

WHEREAS, the Owner will provide, on this map, an easement for access and utilities for the benefit of Parcels 1, 2, 3, 4, and 5; and

WHEREAS, the Owner has provided a Private Road Maintenance Agreement providing for joint maintenance, by and among, said Parcels 1, 2, 3, 4, and 5 of the shared roadway within the easement area; and

WHEREAS, access is for the benefit of the City of National City Fire Protection purposes and the City of National City Public Works service vehicles and crews; and

WHEREAS, City of National City staff reviewed the map on September 11, 2019, and found that it substantially complies with the tentative map, that it is technically correct and complies with the requirements of the Subdivision Map Act and National City Municipal Code Chapter 17, Subdivisions; and

WHEREAS, the City of National City’s staff recommends City Council’s approval of the Rancho Arroyo Villas Subdivision Map and Maintenance Agreement, accept certain easement on behalf of the public, , authorize the vacating of future unused easements, and for the Mayor and City Clerk to sign the map.

///
///
///

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby approves the Rancho Arroyo Villas Subdivision Map and Maintenance Agreement, accepting certain easements on behalf of the public, approving the vacation of future unused easements, and authorizes the Mayor and City Clerk to sign the map.

PASSED and ADOPTED this 1st day of December 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City accepting on behalf of the public an easement for traffic signal maintenance and pedestrian access along the property frontage of 500 Mile of Cars Way, APN 562 340 43 00, authorizing the Mayor to sign the easement, and approving the recordation. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: December 1, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City accepting on behalf of the public an easement for traffic signal maintenance and pedestrian access along the property frontage of 500 Mile of Cars Way, APN 562 340 43 00, authorizing the Mayor to sign the easement, and approving the recordation.

PREPARED BY: Charles Nissley, Sr. Civil Engineering Tech

PHONE: 619-336-4396

EXPLANATION:

See staff report.

DEPARTMENT: Engineering/Public Works

APPROVED BY: _____

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt the resolution accepting on behalf of the public an easement for traffic signal maintenance and pedestrian access, authorizing the Mayor to sign the easement, and approving the recordation.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Easement Agreement w/Exhibits
3. Resolution

Explanation:

H.G. Fenton (Owner), the owner of the property located at 500 Mile of Cars Way, is working with the City of National City (City), to provide an additional traffic lane along the southerly side of Mile of Cars Way in order to alleviate congestion along Mile of Cars Way and the northbound off-ramp of Interstate 5 (see attached location map). The Owner will construct, on the property and in the right of way, new curb and gutter, asphalt pavement, pedestrian ramps, modify the existing traffic signal, street striping, and provide additional signage.

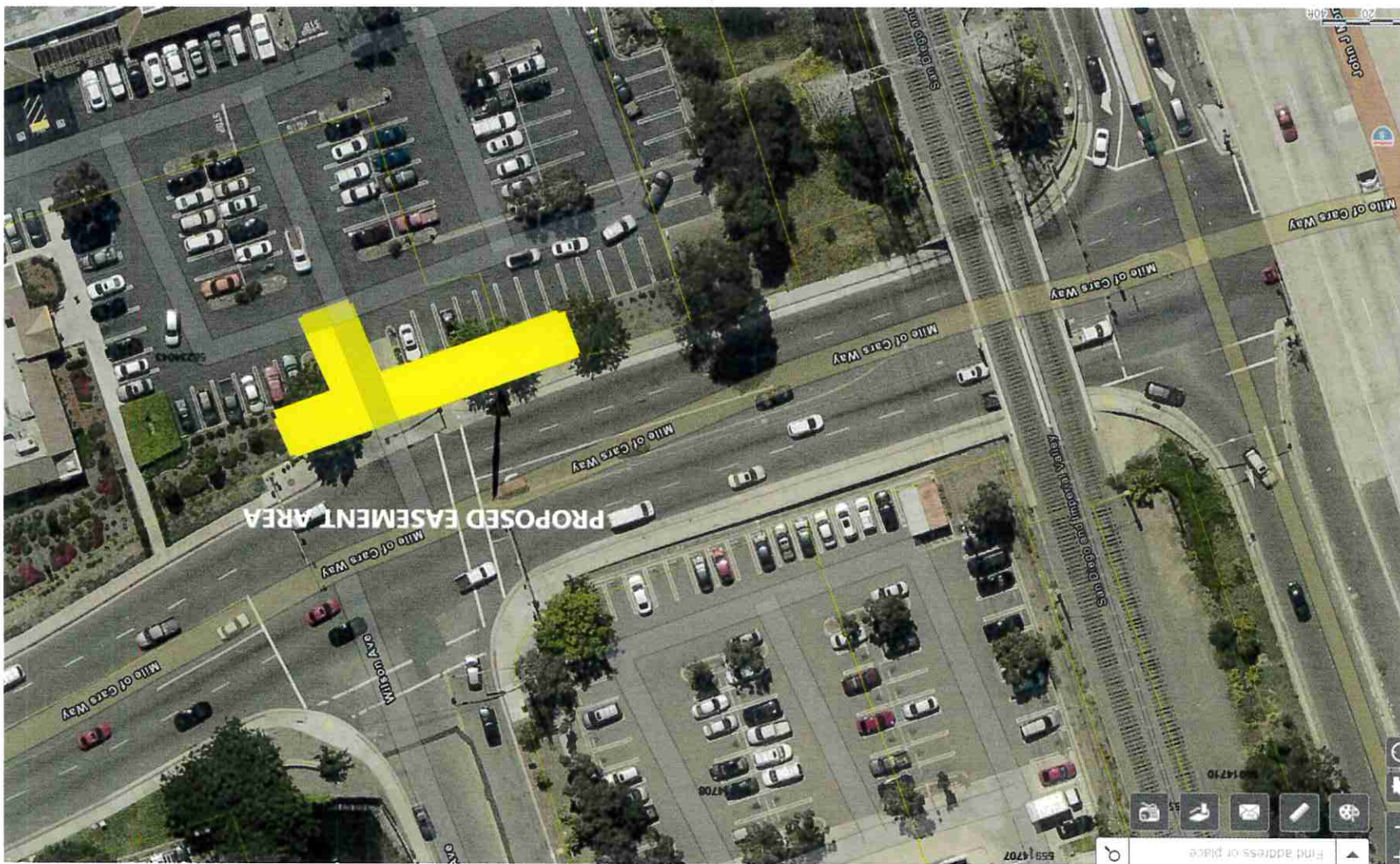
The owner has provided an easement agreement for the public access over and across said property and to provide for the access of City forces to maintain, repair, and replace the pedestrian ramps, portions of sidewalks, and traffic signal and appurtenances.

A legal description of the easement is given in Exhibit "A" and a plat is provided in Exhibit "B" to better show the easement. The location of the easement is more clearly shown in Exhibit "C".

Staff, and the City Attorney's Office has reviewed the easement agreement, and staff has plotted the easement to ensure its location as described is accurate and found it to be acceptable.

Staff is requesting City Council accept on behalf of the public an easement for traffic signal maintenance and pedestrian access along the property frontage of 500 Mile of Cars Way, APN 562 340 43 00, authorize the Mayor to sign the easement, and approve the recordation.

EASEMENT AREA LOCATION



Recording Requested by:

After recording mail to:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NO DOCUMENTARY TAX DUE – R & T 11922
Presented for record by the CITY OF NATIONAL CITY

EASEMENT AGREEMENT
PEDESTRIAN ACCESS AND TRAFFIC SIGNAL

This Easement Agreement ("Agreement"), dated for reference purposes only as of April 1, 2020, is made between H. G. FENTON PROPERTY COMPANY, a California corporation ("Grantor"), and THE CITY OF NATIONAL CITY, a municipal corporation, in the County of San Diego, State of California ("Grantee"), with reference to the following:

A. Grantor is the record owner of the real property address at 500 Mile of Cars Way, National City, California, which is more particularly described as

Parcel 1 of Parcel Map No. 7941, in the City of National City, County of San Diego, State of California, filed in the Office of the County Recorder of San Diego County on October 13, 1978 as File No. 78-437982 of Official Records

("Property").

The Property has been improved with a fast food restaurant with drive-through service. The Property is accessed via a driveway entering from Mile of Cars Way ("Driveway"). The Driveway and other areas of the Property adjacent to Mile of Cars Way are being reconfigured in connection with certain improvements to the restaurant.

B. Grantee has previously installed a traffic signal on a portion of the Property ("Traffic Signal"), to control traffic at the intersection of Mile of Cars Way, the Driveway into the Property, and Wilson Avenue which is directly across Mile of Cars Way from the Driveway, all as depicted on the site plan attached hereto as Exhibit C.

C. Grantee wishes to acquire a non-exclusive easement for pedestrian access and maintenance of the Traffic Signal, in that portion of the Property that is described on the attached Exhibit A and depicted on the attached Exhibit B ("Easement Area"). Grantor is prepared to grant the requested Easement but only on the terms of this Agreement.

THE PARTIES AGREE:

1. Subject to the terms of this Agreement, Grantor, for a valuable consideration, receipt of which is acknowledged, grants to Grantee a perpetual non-exclusive pedestrian and traffic signal easement ("Easement") upon, through, over and across the Easement Area. The Easement shall be used for pedestrian access across the Driveway and for installation, maintenance, repair and replacement of the Traffic Signal and no other uses or purposes.

2. Grantor agrees not to take any action to intentionally prevent, obstruct, or interfere with Grantee's use of the Easement for the purposes set forth above, but shall retain control and use of all of the Property, subject in the case of the Easement Area to Grantee's rights hereunder.

3. Grantee shall maintain Easement Area in a neat, clean, safe, attractive, sanitary and orderly condition at all times, and shall take such maintenance and repair actions as are necessary without any cost to Grantor. Such maintenance shall include, without limitation, removal of debris, asphalt repair, seal coating, crosswalk painting and striping, concrete curb repair, stamped concrete paving repair, traffic signal repair, directional arrow repainting, and keeping the Easement Area suitable for vehicular ingress and egress to the Property from Mile of Cars Way via the Driveway.

4. Grantee shall have a right-of-entry upon the Property for the purposes of inspecting, operating, maintaining, and keeping in good repair the above described works of maintenance.

5. Grantor shall not be liable to Grantee for any loss, liability, damage or injury arising out of or in connection with Grantee's use of the Easement or Grantee's activities on the Property in connection therewith, and Grantee releases Grantor from any potential claims arising out of or connected to Grantee's use of the Easement pursuant to this Agreement. Grantee shall indemnify, protect, defend and hold Grantor and its tenant on the Property, and the employees, agents and representatives of each, entirely free and harmless from all actual and alleged loss, damage or injury, and from all costs and expenses arising from the activities of Grantee or its representatives on the Easement or other portions of Grantor's property, including reasonable attorneys' fees and costs.


6. The following exhibits are attached hereto and made a part hereof:

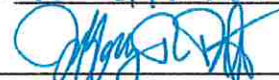
- A Description of Easement Area
- B Depiction of Easement Area
- C Site Plan of Property

IN WITNESS WHEREOF, the Parties have executed this instrument as of the date written above.

Grantor:

H. G. FENTON PROPERTY COMPANY, a California corporation

By 
Name: Michael P. Neal
Title: CEO & President

By 
Name: Jeffrey R. Diltz
Title: Vice President Commercial

Grantee:

THE CITY OF NATIONAL CITY, a municipal corporation

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

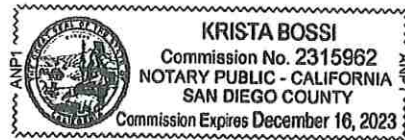
STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On October 6, 2020, before me, Krista Bossi,
notary public (insert name and title of the officer)

personally appeared Michael P. Neal and Jeffrey R Diltz,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On _____, before me, _____
_____ (insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF A NON-EXCLUSIVE PEDESTRIAN AND TRAFFIC SIGNAL EASEMENT TO
THE CITY OF NATIONAL CITY, A MUNICIPAL CORPORATION

A PORTION OF PARCEL 1 OF PARCEL MAP NO. 7941, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED OCTOBER 13, 1978 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AS FILE NO. 78-437982 OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY NORTHWEST CORNER OF SAID PARCEL 1 BEING A POINT OF THE SOUTHERLY RIGHT OF WAY LINE OF MILES OF CARS WAY AS SHOWN ON SAID PARCEL MAP;
THENCE NORTH 72°07'27" EAST ALONG THE NORTHERLY LINE OF SAID PARCEL 1 AND SAID SOUTHERLY RIGHT OF WAY LINE 16.00 FEET TO THE **TRUE POINT OF BEGINNING OF THIS DESCRIPTION**;
THENCE LEAVING SAID NORTHERLY LINE OF PARCEL 1 AND SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 17°38'32" EAST 12.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 12.00 FEET SOUTHERLY OF SAID NORTHERLY LINE OF PARCEL 1 AND SAID SOUTHERLY RIGHT OF WAY LINE;
THENCE NORTH 72°07'27" EAST ALONG SAID PARALLEL LINE 40.22 FEET;
THENCE SOUTH 17°52'33" EAST 19.33 FEET;
THENCE NORTH 72°07'27" EAST 10.83 FEET;
THENCE NORTH 17°52'33" WEST 19.33 FEET TO THE EASTERLY PROLONGATION OF SAID PARALLEL LINE;
THENCE NORTH 72°07'27" EAST ALONG THE EASTERLY PROLONGATION OF SAID PARALLEL LINE 11.95 FEET;
THENCE NORTH 17°38'32" WEST 12.01 FEET TO A POINT ON SAID NORTHERLY LINE OF PARCEL 1 AND SAID SOUTHERLY RIGHT OF WAY LINE, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 508.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 18°10'13" EAST;
THENCE WESTERLY 2.61 FEET ALONG SAID CURVE, SAID NORTHERLY LINE OF PARCEL 1 AND SAID SOUTHERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°17'40" TO THE END OF CURVE;
THENCE SOUTH 72°07'27" WEST 60.39 FEET TO THE **TRUE POINT OF BEGINNING OF THIS DESCRIPTION**.

THE AREA OF THIS LEGAL DESCRIPTION CONSISTS OF APPROXIMATELY 965 SQUARE FEET OR 0.022 ACRES.

REFER TO THE EXHIBIT "B" SKETCH CONSISTING OF 1 PAGE ATTACHED HERETO AND MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY OR UNDER THE DIRECT SUPERVISION OF THE FOLLOWING STATE OF CALIFORNIA PROFESSIONAL LAND SURVEYOR:

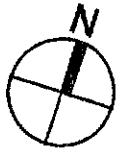
Mark S. Lamoureux 06-10-2020
MSL ENGINEERING, INC. DATE
MARK S. LAMOUREUX, PRESIDENT, PE, PLS
P.L.S. 5794 REGISTRATION EXPIRES 06-30-2022
MSL JN 18014



EXHIBIT "B" SKETCH
PEDESTRIAN AND TRAFFIC SIGNAL EASEMENT TO THE CITY OF
NATIONAL CITY, A MUNICIPAL CORPORATION



PROPOSED NON-EXCLUSIVE PEDESTRIAN AND TRAFFIC SIGNAL EASEMENT TO THE CITY OF NATIONAL CITY, A MUNICIPAL CORPORATION CONSISTING OF APPROXIMATELY 965 SQUARE FEET OR 0.022 ACRES.



GRAPHIC SCALE
 SCALE: 1"=40'
 18014 TS ESMNT.DWG

WILSON
 AVENUE

LINE DATA TABLE		
NO.	BEARING	DISTANCE
L1	N17°38'32"W	12.00'
L2	N72°07'27"E	40.22'
L3	N17°52'33"W	19.33'
L4	N72°07'27"E	10.83'
L5	N72°07'27"E	11.95'
L6	N17°38'32"W	12.01'

MILE OF CARS WAY

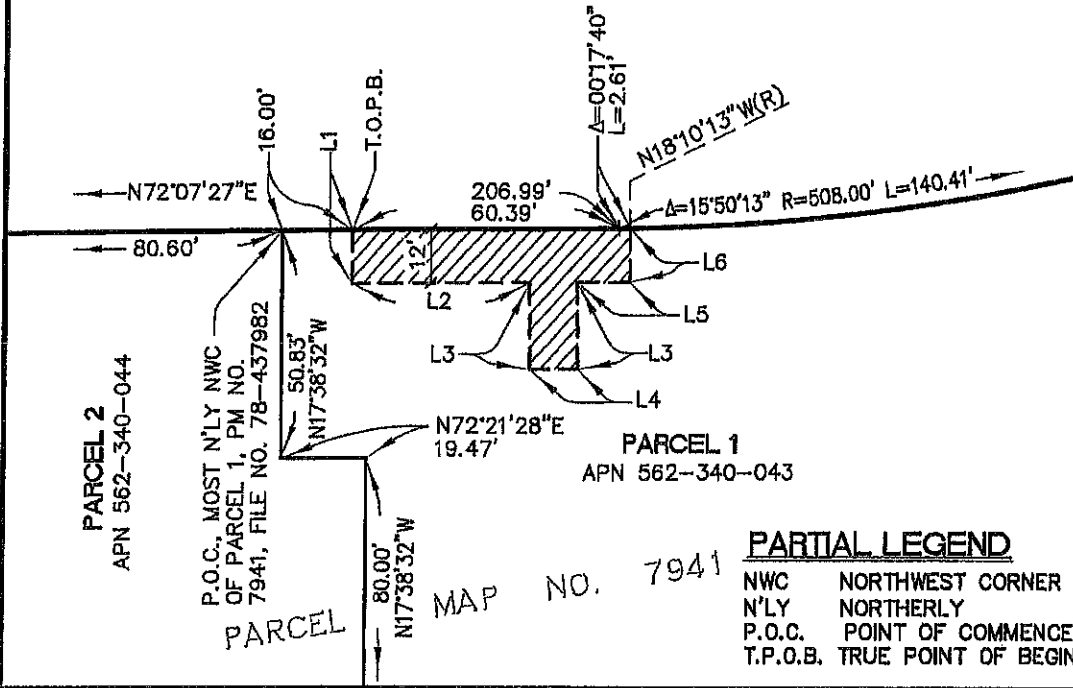
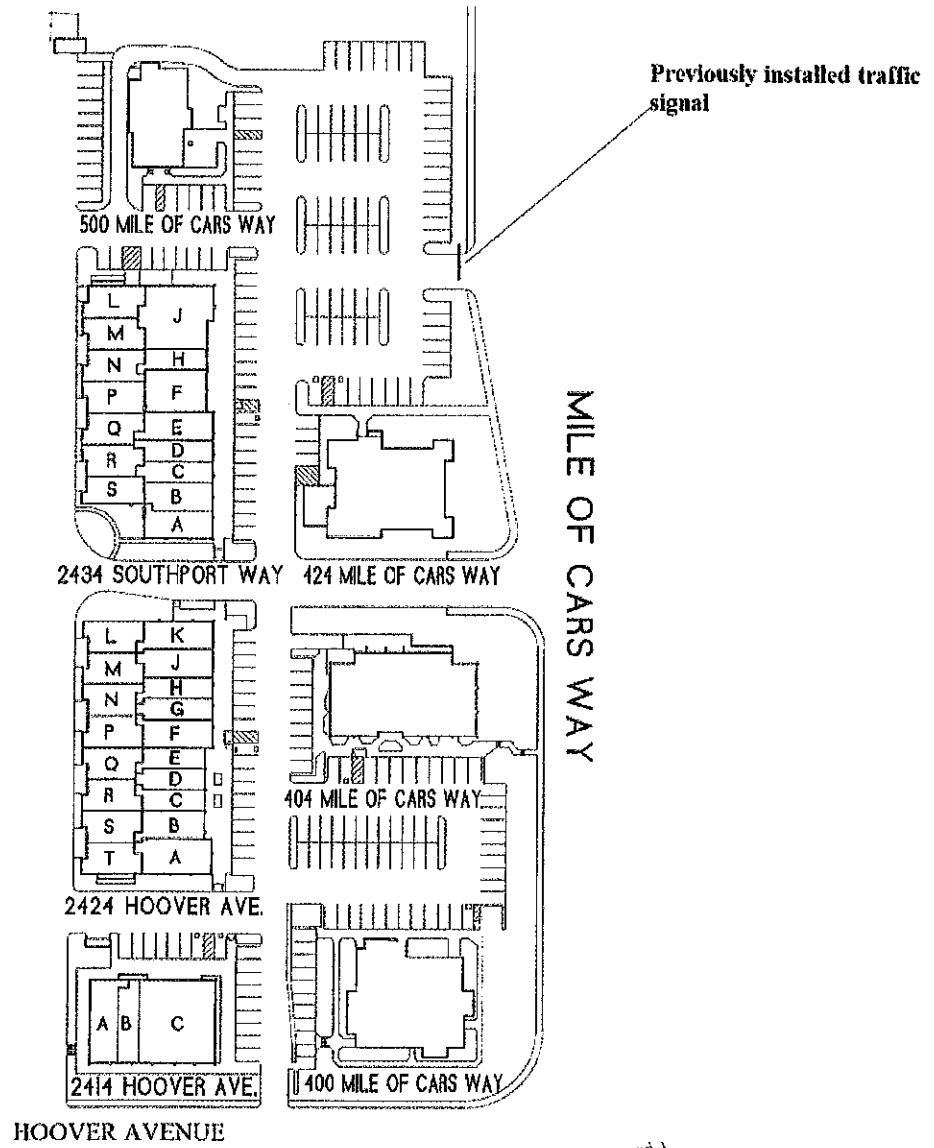


Exhibit "C"

Southport Commercial Park



RESOLUTION NO. 2020 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ACCEPTING AN EASEMENT FOR TRAFFIC SIGNAL MAINTENANCE AND PEDESTRIAN ACCESS ALONG THE PROPERTY FRONTAGE OF 500 MILE OF CARS WAY, APN 562 340 43 00 ON BEHALF OF THE PUBLIC, AUTHORIZING THE MAYOR TO SIGN THE EASEMENT AND APPROVING THE EASEMENT'S RECORDATION

WHEREAS, H.G. Fenton ("Owner"), is the owner of the property located at 500 Mile of Cars Way, is working with the City of National City ("City") to provide an additional traffic lane along the southerly side of Mile of Cars Way to alleviate congestion along Mile of Cars Way and the northbound off-ramp of Interstate 5; and

WHEREAS, the Owner will construct, on the property and in the right of way, new curb, and gutter, asphalt pavement, pedestrian ramps, modify the existing traffic signal, street striping, and provide additional signage; and

WHEREAS, the Owner provided an easement agreement for the public access over and across said property and to provide for the entry of City forces to maintain, repair, and replace the pedestrian ramps, portions of sidewalks, and traffic signal and appurtenances; and

WHEREAS, the City's staff recommends City Council accept an easement for traffic signal maintenance and pedestrian access along the property frontage of 500 Mile of Cars Way, APN 562 340 43 00 on behalf of the public, authorizing the Mayor to sign the easement, and approve the easement's recordation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby accepts an easement for traffic signal maintenance and pedestrian access along the property frontage of 500 Mile of Cars Way, APN 562 340 43 00.

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor to sign the easement for traffic signal maintenance and pedestrian access along the property frontage of 500 Mile of Cars Way, APN 562 340 43 00 and approve the easement's recordation with the San Diego County Recorder's Office.

PASSED and ADOPTED this 1st day of December 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [National City 2020/21 Property Tax Summary. \(Finance\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: December 1, 2020

AGENDA ITEM NO.:

ITEM TITLE:

National City 2020/21 Property Tax Summary

PREPARED BY: Mark Roberts, Finance Director

PHONE: 619-336-4330

DEPARTMENT: Finance

APPROVED BY: Mark Roberts

EXPLANATION:

National City has an ongoing contract with HdL Coren & Cone to provide property tax consulting services. Staff meets annually with a representative of HdL Coren & Cone to review property tax data and trends within the City and County-wide.

Attached is the "National 2020/21 Property Tax Summary" newsletter for fiscal year 2021, which summarizes property tax data for the period.

FINANCIAL STATEMENT:

ACCOUNT NO.
NA

APPROVED: Mark Roberts **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Accept and file the report.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

National City 2020/21 Property Tax Summary newsletter



NATIONAL CITY

2020/21 PROPERTY TAX SUMMARY



The City of National City experienced a net taxable value increase of 7.7% for the 2020/21 tax roll, which was modestly more than the increase experienced countywide at 5.5%. The assessed value increase between 2019/20 and 2020/21 was \$329 million. The change attributed to the 2% Proposition 13 inflation adjustment was \$70.2 million, which accounted for 21% of all growth experienced in the city.

The largest assessed value increase was reported on a multi-family residential parcel owned by Fairfield Park Villas LP. The parcel recently sold, adding \$71.2 million to the roll. The parcel has previously been exempted but the owner has not filed for one yet this year. Sales of seven vacant parcels to MAAC National City LLC added \$15.1 million. The sale of a commercial parcel to Happy Hollow MHP LP (999 Division Street) added \$11.2 million.

The largest assessed value declines were reported on a eight commercial parcel owned by Vista Del Sol Apartments LP (Q Avenue). The parcels were missing exemptions in the prior year. The properly applied exemptions resulted in a \$10.2 million decline. A successful appeal occurred on a commercial parcel owned by 5 West 18th Street Holding Company LLC. The appeal removed \$728,000 in value from the roll.

Growth in the number of home sales slowed and, even, declined by mid-2019. Fewer properties were on the market compared with 2018 despite declining mortgage rates. In 2019, economists forecasted a weaker housing market in 2020, even for cities who had achieved pre-recession peak values. In 2020, sale prices have risen as the number of sales declined significantly due to the COVID19 stay at home orders. Prices have continued to rise in response to lower inventory and lower interest rates. The median sale price of a detached single family residential home in National City from January through August 2020 was \$466,000. This represents a \$11,000 (2.4%) increase in median sale price from 2019.

Year	D-SFR Sales	Median Price	% Change
2014	194	\$285,000	
2015	235	\$328,000	15.09%
2016	216	\$350,000	6.71%
2017	216	\$395,000	12.86%
2018	179	\$438,000	10.89%
2019	171	\$455,000	3.88%
2020	100	\$466,000	2.42%

2020/21 Tax Shift Summary

ERAF I & II	-\$1,401,338
VLFAA (est.)	\$7,587,413

Top 10 Property Owners

Owner	Net Taxable Value	% of Total	Use Type
1. PLAZA BONITA LLC	\$278,149,240	6.04%	Commercial
2. PASHA AUTOMOTIVE SERVICES	\$79,287,291	1.72%	Cross-Reference
3. FAIRFIELD PARK VILLAS LP	\$72,776,800	1.58%	Residential
4. P V H R LLC	\$65,723,011	1.43%	Commercial
5. H G FENTON PROPERTY COMPANY	\$55,439,524	1.20%	Industrial
6. COSTCO WHOLESALE CORPORATION	\$49,846,437	1.08%	Unsecured
7. NATIONAL CITY INVESTMENT LP	\$45,366,640	0.98%	Commercial
8. R O I C CALIFORNIA LLC	\$43,878,749	0.95%	Commercial
9. M G P X I U S PROPERTIES LLC	\$38,097,353	0.83%	Commercial
10. MRT OF NATIONAL CITY CALIFORNIA-SNF	\$36,506,941	0.79%	Commercial
Top Ten Total	\$765,071,986	16.60%	

Real Estate Trends

Home Sales

Over the past two years, industry experts expressed concerns about sales volumes declining due to buyer anticipation of a potential drop in housing prices. While a reduction in the number of single-family home sales was experienced in many areas in the past two years and sales price changes reflected modest declines or increases, these market trends were suddenly impacted by the COVID-19 pandemic beginning in March 2020. The number of home sales has dropped significantly as potential buyers stayed home. After major reductions in the number of sales in April and May, sales rebounded. Median sales prices for June increased by 6.5% over May and were up by 2.5% over June 2019. The 30-year, fixed-mortgage interest rate averaged 3.16% in June, down from 3.80% in June 2019.

All Homes	Units Sold June-2019	Units Sold June-2020	% Change	Median Price June-2019	Median Price June-2020	% Change
Imperial County	125	119	-4.80%	\$220,000	\$260,000	18.18%
Los Angeles County	6,656	5,013	-24.68%	\$620,000	\$643,000	3.71%
Orange County	3,083	2,363	-23.35%	\$725,500	\$750,000	3.38%
Riverside County	3,949	3,192	-19.17%	\$385,000	\$405,000	5.19%
San Bernardino County	2,565	2,209	-13.88%	\$328,000	\$335,000	2.13%
San Diego County	3,620	3,351	-7.43%	\$583,000	\$599,000	2.74%
Ventura County	965	746	-22.69%	\$578,000	\$618,250	6.96%

COVID-19

Federal, State, and local governments are working to limit the spread of COVID-19. Orders intended to contain the virus has caused temporary closure of businesses and limited access to retail and service industries. This has and will continue to have impacts on the economy. This pandemic event is not something we have seen before and it is unknown if these conditions will be short or long term. Below are the points you should know:

- According to the California Assoc. of Realtors all major regions declined in the number of sales with Southern California dropping the most at -12.2% while the Central Valley had the smallest decline at -1.5%. Median prices in the Central Valley and in Southern California increased by 7.4% and 3.3%, respectively, based on pent up demand. Other areas reflected similar patterns.
- A reduction in the number of sales during 2020 will result in reduced growth in value for FY2021-22 and a reduction in revenue from real estate transaction tax and supplemental assessments during FY2020-21.
- The Governor issued Executive Order N-61-20 on May 6, 2020. This EO was focused on easing financial hardship resulting from the pandemic. This order did not eliminate required payment of property taxes but did eliminate penalties and interest on late payments for **owner-occupied residential property who do not utilize impound accounts and for SBA qualified small businesses only**. These taxpayers only receive relief if they can demonstrate COVID-19 related hardship. This EO has no impact within counties that utilize Teeter Programs.
- The pandemic's impact on tax revenues will need to be monitored. Any effects will be foreseen by dropping sales values, increases in foreclosure activity and increased property tax delinquency.

The following page(s) contain the backup material for Agenda Item: [Warrant Register #14 for the period of 9/30/20 through 10/06/20 in the amount of \\$2,935,604.75. \(Finance\)](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: December 1, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #14 for the period of 9/30/20 through 10/06/20 in the amount of \$2,935,604.75.
(Finance)

PREPARED BY: Karla Apalategui, Senior Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: _____



EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period 9/30/20 - 10/6/20. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
City of San Diego	349593	101,867.70	Fire Dispatch Services – 1 st Qtr
Health Net	349604	79,074.09	Grp# #1192A – Oct 2020
Innovative Construction	349610	66,514.00	CIP18-10 Euclid Bicycle & Ped Enh
Kaiser Foundation HP	349612	183,385.36	Group No. 104220-0002 Sept 2020

FINANCIAL STATEMENT:

APPROVED: _____



FINANCE

ACCOUNT NO.

APPROVED: _____

MIS

Warrant total \$2,935,604.75.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify warrants totaling \$2,935,604.75.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 14



**WARRANT REGISTER # 14
10/6/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACEDO, I	RETIREE HEALTH BENEFITS - OCT. 2020	349509	10/6/20	160.00
ANDERSON, E	RETIREE HEALTH BENEFITS - OCT. 2020	349510	10/6/20	110.00
BEARD, P	RETIREE HEALTH BENEFITS - OCT. 2020	349511	10/6/20	70.00
BECK, L	RETIREE HEALTH BENEFITS - OCT. 2020	349512	10/6/20	140.00
BISHOP, R	RETIREE HEALTH BENEFITS - OCT. 2020	349513	10/6/20	110.00
BOEGLER, C	RETIREE HEALTH BENEFITS - OCT. 2020	349514	10/6/20	260.00
BULL, P	RETIREE HEALTH BENEFITS - OCT. 2020	349515	10/6/20	580.00
CAMEON, C	RETIREE HEALTH BENEFITS - OCT. 2020	349516	10/6/20	400.00
CARRILLO, R	RETIREE HEALTH BENEFITS - OCT. 2020	349517	10/6/20	290.00
COLE, L	RETIREE HEALTH BENEFITS - OCT. 2020	349518	10/6/20	165.00
COLLINSON, C	RETIREE HEALTH BENEFITS - OCT. 2020	349519	10/6/20	420.00
CONDON, D	RETIREE HEALTH BENEFITS - OCT. 2020	349520	10/6/20	280.00
CORDERO, E	RETIREE HEALTH BENEFITS - OCT. 2020	349521	10/6/20	520.00
DANESHFAR, Z	RETIREE HEALTH BENEFITS - OCT. 2020	349522	10/6/20	250.00
DEESE, L	RETIREE HEALTH BENEFITS - OCT. 2020	349523	10/6/20	660.00
DESROCHERS, P	RETIREE HEALTH BENEFITS - OCT. 2020	349524	10/6/20	110.00
DIAZ, M	RETIREE HEALTH BENEFITS - OCT. 2020	349525	10/6/20	680.00
DILLARD, S	RETIREE HEALTH BENEFITS - OCT. 2020	349526	10/6/20	480.00
DREDGE, J	RETIREE HEALTH BENEFITS - OCT. 2020	349527	10/6/20	250.00
EISER III, G	RETIREE HEALTH BENEFITS - OCT. 2020	349528	10/6/20	250.00
ESPIRITU, D	RETIREE HEALTH BENEFITS - OCT. 2020	349529	10/6/20	620.00
ETZLER, J	RETIREE HEALTH BENEFITS - OCT. 2020	349530	10/6/20	460.00
FABINSKI, D	RETIREE HEALTH BENEFITS - OCT. 2020	349531	10/6/20	220.00
FERNANDEZ, R	RETIREE HEALTH BENEFITS - OCT. 2020	349532	10/6/20	270.00
FIFIELD, K	RETIREE HEALTH BENEFITS - OCT. 2020	349533	10/6/20	540.00
GAUT, A	RETIREE HEALTH BENEFITS - OCT. 2020	349534	10/6/20	700.00
GELSKEY, K	RETIREE HEALTH BENEFITS - OCT. 2020	349535	10/6/20	115.00
GIBBS JR, R	RETIREE HEALTH BENEFITS - OCT. 2020	349536	10/6/20	120.00
GONZALES, M	RETIREE HEALTH BENEFITS - OCT. 2020	349537	10/6/20	480.00
HANSON, E	RETIREE HEALTH BENEFITS - OCT. 2020	349538	10/6/20	135.00
HARLAN, M	RETIREE HEALTH BENEFITS - OCT. 2020	349539	10/6/20	500.00
HAUG, S	RETIREE HEALTH BENEFITS - OCT. 2020	349540	10/6/20	120.00
HERNANDEZ, G	RETIREE HEALTH BENEFITS - OCT. 2020	349541	10/6/20	500.00
HERNANDEZ, M	RETIREE HEALTH BENEFITS - OCT. 2020	349542	10/6/20	600.00
HERNANDEZ, R	RETIREE HEALTH BENEFITS - OCT. 2020	349543	10/6/20	400.00
HODGES, B	RETIREE HEALTH BENEFITS - OCT. 2020	349544	10/6/20	200.00
IBARRA, J	RETIREE HEALTH BENEFITS - OCT. 2020	349545	10/6/20	780.00
JONES, D	RETIREE HEALTH BENEFITS - OCT. 2020	349546	10/6/20	480.00
JUNIEL, R	RETIREE HEALTH BENEFITS - OCT. 2020	349547	10/6/20	50.00
KIMBLE, R	RETIREE HEALTH BENEFITS - OCT. 2020	349548	10/6/20	300.00
KLOS, F	RETIREE HEALTH BENEFITS - OCT. 2020	349549	10/6/20	480.00
LEACH, D	RETIREE HEALTH BENEFITS - OCT. 2020	349550	10/6/20	600.00
LIMFUECO, M	RETIREE HEALTH BENEFITS - OCT. 2020	349551	10/6/20	160.00
MATIENZO, M	RETIREE HEALTH BENEFITS - OCT. 2020	349552	10/6/20	100.00
MCCABE, T	RETIREE HEALTH BENEFITS - OCT. 2020	349553	10/6/20	280.00
MCDANIEL, P	RETIREE HEALTH BENEFITS - OCT. 2020	349554	10/6/20	290.00
MEDINA, D	RETIREE HEALTH BENEFITS - OCT. 2020	349555	10/6/20	105.00
MEEKS, J	RETIREE HEALTH BENEFITS - OCT. 2020	349556	10/6/20	460.00



**WARRANT REGISTER # 14
10/6/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MENDOZA, G	RETIREE HEALTH BENEFITS - OCT. 2020	349557	10/6/20	290.00
MINER, D	RETIREE HEALTH BENEFITS - OCT. 2020	349558	10/6/20	580.00
MORRISON, R	RETIREE HEALTH BENEFITS - OCT. 2020	349559	10/6/20	520.00
NAGLE, D	RETIREE HEALTH BENEFITS - OCT. 2020	349560	10/6/20	460.00
NOTEWARE, D	RETIREE HEALTH BENEFITS - OCT. 2020	349561	10/6/20	120.00
OLIVARES, G	RETIREE HEALTH BENEFITS - OCT. 2020	349562	10/6/20	280.00
OLIVERIA, H	RETIREE HEALTH BENEFITS - OCT. 2020	349563	10/6/20	360.00
PAUU JR, P	RETIREE HEALTH BENEFITS - OCT. 2020	349564	10/6/20	340.00
PEASE JR, D	RETIREE HEALTH BENEFITS - OCT. 2020	349565	10/6/20	140.00
PETERS, S	RETIREE HEALTH BENEFITS - OCT. 2020	349566	10/6/20	290.00
POST, R	RETIREE HEALTH BENEFITS - OCT. 2020	349567	10/6/20	280.00
RAY, S	RETIREE HEALTH BENEFITS - OCT. 2020	349568	10/6/20	190.00
ROARK, L	RETIREE HEALTH BENEFITS - OCT. 2020	349569	10/6/20	135.00
RODRIGUEZ, M	RETIREE HEALTH BENEFITS - OCT. 2020	349570	10/6/20	260.00
RUIZ, J	RETIREE HEALTH BENEFITS - OCT. 2020	349571	10/6/20	310.00
SANCHEZ, L	RETIREE HEALTH BENEFITS - OCT. 2020	349572	10/6/20	330.00
SERVATIUS, J	RETIREE HEALTH BENEFITS - OCT. 2020	349573	10/6/20	340.00
SHOEMAKER, M	RETIREE HEALTH BENEFITS - OCT. 2020	349574	10/6/20	480.00
SHORT, C	RETIREE HEALTH BENEFITS - OCT. 2020	349575	10/6/20	300.00
SILVA, L	RETIREE HEALTH BENEFITS - OCT. 2020	349576	10/6/20	580.00
SMITH, J	RETIREE HEALTH BENEFITS - OCT. 2020	349577	10/6/20	320.00
SMITH, M	RETIREE HEALTH BENEFITS - OCT. 2020	349578	10/6/20	560.00
STEWART, W	RETIREE HEALTH BENEFITS - OCT. 2020	349579	10/6/20	200.00
STRASEN, W	RETIREE HEALTH BENEFITS - OCT. 2020	349580	10/6/20	135.00
TIPTON, B	RETIREE HEALTH BENEFITS - OCT. 2020	349581	10/6/20	250.00
VERRY, L	RETIREE HEALTH BENEFITS - OCT. 2020	349582	10/6/20	280.00
VILLAGOMEZ, J	RETIREE HEALTH BENEFITS - OCT. 2020	349583	10/6/20	480.00
WHITE, J	RETIREE HEALTH BENEFITS - OCT. 2020	349584	10/6/20	230.00
YBARRA, Y	RETIREE HEALTH BENEFITS - OCT. 2020	349585	10/6/20	220.00
	RETIREE TOTAL:			25,510.00
FRAUSTO, R	TRAINING REIM FRAUSTO BCKGRD INV	349507	10/5/20	74.96
SPEEDPRO IMAGING	DECAL / PW	349508	10/5/20	609.38
ACOSTA, V	LICENSE REIMBURSEMENT	349586	10/6/20	70.00
AETNA BEHAVIORAL HEALTH	EMPLOYEE ASSISTANCE PROGRAM EAP - OCTOBER	349587	10/6/20	998.82
BUREAU VERITAS N AMERICA INC	INSPECTION SERVICES - BUREAU VERITAS	349588	10/6/20	44,146.50
C A P F	OCTOBER 2020 - FIRE LTD	349589	10/6/20	1,003.00
CALIFORNIA LAW ENFORCEMENT	OCTOBER 2020 - PD LTD	349590	10/6/20	2,033.50
CHEN RYAN ASSOCIATES INC	BAYSHORE BIKEWAY	349591	10/6/20	10,272.17
CIRCULATE SAN DIEGO	CONTRACT SERVICES / ENG	349592	10/6/20	5,201.25
CITY OF SAN DIEGO	QUARTERY BILLING FOR FIRE DISPATCH SERVICES	349593	10/6/20	101,867.70
CSA SAN DIEGO COUNTY	CDBG AGREEMENT WITH CSA SAN DIEGO	349594	10/6/20	2,269.22
DELGADO, E	COMMUNITY SERVICES EMPLOYEE REIMBURSEMENT	349595	10/6/20	520.98
D-MAX ENGINEERING INC	CIP18-11 PC WATER QUALITY	349596	10/6/20	1,895.38
ESGIL CORPORATION	INSPECTION SERVICES - ESGIL	349597	10/6/20	17,533.75
EXOS COMMUNITY SERVICES LLC	MANAGEMENT FEES~ AUGUST 21	349598	10/6/20	38,610.60
GRAINGER	VARIOUS SAFETY SUPPLIES AS NEEDED / PW	349599	10/6/20	3,494.45
HEALTH NET	GRP # R1192Q - OCT 2020	349600	10/6/20	1,969.92
HEALTH NET	GRP #N7177A - OCT 2020	349601	10/6/20	1,860.36



**WARRANT REGISTER # 14
10/6/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
HEALTH NET	GRP #N7176F - OCT 2020	349602	10/6/20	1,598.46
HEALTH NET	GRP # R1192R - OCT 2020	349603	10/6/20	832.36
HEALTH NET INC	GRP #R1192A-OCT 2020	349604	10/6/20	79,074.09
HEALTH NET INC	GRP #LB439A - OCT 2020	349605	10/6/20	2,946.00
HEALTH NET INC	GRP #57135A-SEPT 2020	349606	10/6/20	2,504.29
HEALTH NET INC	GRP #57135M - OCT 2020	349607	10/6/20	1,252.16
HINDERLITER DE LLAMAS	CANNABIS MANAGEMENT PROGRAM	349608	10/6/20	12,600.00
HOME DEPOT CREDIT SERVICES	VARIOUS SAFETY SUPPLIES AS NEEDED / PW	349609	10/6/20	1,512.92
INNOVATIVE CONSTRUCTION	CIP18-10 EUCLID BICYCLE & PED ENH	349610	10/6/20	66,514.00
JANI-KING OF CALIFORNIA INC	COVID-19 JANITORIAL CLEANING SERVICES	349611	10/6/20	4,786.31
KAISER FOUNDATION HEALTH PLANS	GROUP NO 104220-0002- SEPT 2020	349612	10/6/20	183,385.36
KAISER FOUNDATION HEALTH PLANS	GROUP NO 104220-05-SEPT 2020	349613	10/6/20	5,830.46
KTUA	ROOSEVELT AVE. SMART GROWTH	349614	10/6/20	5,736.00
LASER SAVER INC	PRINTER INK - LASER SAVER	349615	10/6/20	329.30
LOMA MEDIA PARTNERS	2020 CENSUS - LOMA MEDIA PARTNERS	349616	10/6/20	2,453.99
LUJAN JR, T	LICENSE REIMBURSEMENT	349617	10/6/20	82.00
LUNT, D	REIMBURSEMENT/AIRFARE/ANNUAL CAPPO CONF	349618	10/6/20	112.96
MAAC PROJECT	CARES ACT CDBG-CV AGREEMENT WITH MAAC	349619	10/6/20	669.08
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COST	349620	10/6/20	105.00
MEYERS, NAVE, RIBACK, SILVER	MEYERS NAVE CONSULTING SERVICES 2020/202	349621	10/6/20	578.69
MTS	MTS FLAGGING / NSD	349622	10/6/20	137.77
NATIONAL CITY CHAMBER	CHAMBER OF COMMERCE MEMBERSHIP DUES	349623	10/6/20	150.00
OFFICE SOLUTIONS BUSINESS	WORKSURFACE, 30X48, SQUARE CORNERS	349624	10/6/20	1,657.02
PERRY CHRYSLER DODGE JEEP	T&A90395 2340 N.C.B. (BOND)	349625	10/6/20	30,201.80
PRO BUILD COMPANY	MOP 45707 - BLDG. DEPT SUPPLIES - DIXIELINE	349626	10/6/20	67.74
PROFESSIONAL SEARCH GROUP LLC	TEMP SVC / NSD	349627	10/6/20	10,007.22
PROJECT PROFESSIONALS CORP	CIP18-16 PARADISE CREEK PARK EXP.	349628	10/6/20	36,901.95
SAN YSIDRO HEALTH	CARES ACT CDBG-CV AGREEMENT	349629	10/6/20	8,611.07
SCST INC	EUCLID AVE BICYCLE & PED. ENH.	349630	10/6/20	10,298.00
SMART & FINAL	MOP #45756/OFFICE SUPPLIES/HR	349631	10/6/20	60.37
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 WINDOW ENVELOPES - FINANCE	349632	10/6/20	187.42
SOUTH BAY COMMUNITY SERVICES	CDGB PROGRAM REIMBURSEMENT	349633	10/6/20	4,810.21
SOUTH BAY COMMUNITY SERVICES	CARES ACT CDBG-CV AGREEMENT	349634	10/6/20	249.00
THE LINCOLN NATIONAL LIFE INS	GRP #415491 - OCT 2020~	349635	10/6/20	9,600.09
THE STAR NEWS	AD FOR PN HOUSING AUTHORITY AND ORDINANCE	349636	10/6/20	207.56
TRI TECH REPROGRAPHICS	PLAN PRINTING SERVICE - TRI TECH REPORTING	349637	10/6/20	152.25
T'S & SIGNS	BANNER~ COMMUNITY SERVICES CASA DE SALUD	349638	10/6/20	1,698.01
U S BANK	CREDIT CARD SERVICES - PD	349639	10/6/20	6,340.68
			A/P Total	779,693.53

SECTION 8 HAPS	Start Date	End Date	
	9/30/2020	10/6/2020	1,003,403.96
PAYROLL	Start Date	End Date	Check Date
Pay period 21	9/22/2020	10/5/2020	10/14/2020
			1,152,507.26

GRAND TOTAL

\$ 2,935,604.75

CERTIFICATION

IN ACCORDANCE WITH SECTIONS 37202, 37208, AND 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

Mark Roberts

MARK ROBERTS, DIRECTOR OF FINANCE

BRAD RAULSTON, CITY MANAGER

FINANCE COMMITTEE

ALEJANDRA SOTELO-SOLIS, MAYOR/CHAIRWOMAN

MONA RIOS, VICE MAYOR

JERRY CANO, COUNCILMEMBER

GONZALO QUINTERO, COUNCILMEMBER

RONALD J. MORRISON, COUNCILMEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 1ST OF DECEMBER 2020.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Warrant Register #15 for the period of 10/07/20 through 10/13/20 in the amount of \\$918,121.50. \(Finance\)](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: December 1, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #15 for the period of 10/07/20 through 10/13/20 in the amount of \$918,121.50.
(Finance)

PREPARED BY: Karla Apalategui, Senior Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: _____

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period 10/07/20 - 10/13/20. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
A. Preman Roofing	349641	53,201.50	CIP19-50 Las Palmas Pool Fac. Rpl
Basile Construction Inc	349645	209,745.25	CIP19-43 Sewer Upsize
Shephard, S	349646	89,667.84	CIP19-38 E. 16 th St. Road Reh.
BMW Motorcycles	349655	67,457.50	BMW Motorcycle NCPD
Geosyntec Consultants	349678	96,925.85	Firewatch – Eng/PW

FINANCIAL STATEMENT:

APPROVED: Mark Ralvito **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$918,121.50.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify warrants totaling \$918,121.50.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 15



**WARRANT REGISTER # 15
10/13/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
A. PREMAN ROOFING	CIP19-50 LAS PALMAS POOL FAC. ROOF RPLC.	349641	10/13/20	53,201.50
AK & COMPANY	PROFESSIONAL CONSULTING SVCS - FINANCE	349642	10/13/20	3,500.00
AYDELOTTE, D	TRAINING POST ADV SUB MANG / PD	349643	10/13/20	2,028.00
BAKER ELECTRIC INC	CIP19-46 LAS PALMAS POOL ELECT.	349644	10/13/20	29,032.25
BASILE CONSTRUCTION INC	CIP 19-43 SEWER UPSIZE	349645	10/13/20	209,745.25
PAL GENERAL ENGINEERING INC	CIP19-38 E. 16TH ST.ROAD REH.	349646	10/13/20	89,667.84
SHEPHARD, S	REIMB / COURT MILEAGE / PD	349647	10/13/20	5.52
A REASON TO SURVIVE	BIKE CORRALS- ENG/PW	349648	10/13/20	14,956.94
ACADEMI TRAINING CENTER LLC	SNIPER TRAINING / PD	349649	10/13/20	1,800.00
ACE UNIFORMS & ACCESSORIES INC	NAME PLATES FOR MMF	349650	10/13/20	763.55
AMR	MEDICAL GOWNS	349651	10/13/20	93.74
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY21	349652	10/13/20	11,548.63
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY21	349653	10/13/20	682.34
BEST BUY BUSINESS	GO PRO CAMERA HERO8 BLACK LIVE	349654	10/13/20	345.90
BMW MOTORCYCLES OF ESCONDIDO	BMW MOTORCYCLE X 2 NCPD - ENG/PW	349655	10/13/20	67,457.50
BOOT WORLD	MOP 64096 SAEFTY WEARING APPAREL - PW	349656	10/13/20	482.64
BRINK'S INCORPORATED	ARMOURED CAR SVCS 10/1/20 TO 10/31/20	349657	10/13/20	302.00
CARLOS GUTIERREZ RAMOS	CITATION REFUND-SEPT 2020	349658	10/13/20	1.00
CDWG	PALO ALTO RENEWAL 1 YR	349659	10/13/20	23,065.32
CIRCULATE SAN DIEGO	CONTRACT SERVICES / ENG	349660	10/13/20	9,470.00
CITY OF ESCONDIDO	SWAT RANGE USE	349661	10/13/20	700.00
CITY OF SAN DIEGO	AED CONTRACTURAL AGREEMENT FOR SERVICE	349662	10/13/20	380.31
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES - PW	349663	10/13/20	51.61
COUNTY OF LOS ANGELES	GUN SHOT RESIDUE TEST	349664	10/13/20	872.00
COUNTY OF SAN DIEGO	NEXTGEN REGIONAL COMMUNICATIONS SYSTEM	349665	10/13/20	8,846.40
COUNTY OF SAN DIEGO	MEMBERSHIP DUES SAN DIEGO COUNTY FIRE	349666	10/13/20	1,584.00
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR FY21	349667	10/13/20	2,161.61
DAVID HAROLD GOMEZ	CITATION REFUND-SEPT 2020	349668	10/13/20	50.00
DE LAGE LANDEN	LEASE 20 SHARP COPIERS FOR FY21.	349669	10/13/20	2,939.63
DELGADO, E	CSD SUPPLY REIMBURSEMENT	349670	10/13/20	121.48
ESGIL CORPORATION	FIRE DEPARTMENT PLAN CHECK SERVICES	349671	10/13/20	3,386.10
EXPRESS PIPE AND SUPPLY	CITYWIDE PLUMBING PARTS, MATERIALS TOOL	349672	10/13/20	1,179.24
FACTORY MOTOR PARTS	MOP 82766 AUTO SUPPLIES - PW	349673	10/13/20	47.24
FEDEX	MEA MOU SIGNATURE PAGES	349674	10/13/20	135.95
FERGUSON ENTERPRISES 1350	MOP 45723 GENERAL SUPPLIES - PW	349675	10/13/20	110.60
FIBER CARE BATHS	CITATION REFUND-SEPT 2020	349676	10/13/20	35.00
FIRE ETC	1.5 X 3/8 SMOOTH BORE TAPERED FIRE NOZZLE	349677	10/13/20	293.74
GEOSYNTEC CONSULTANTS INC	FIREWATCH - ENG/PW	349678	10/13/20	96,925.85
GRAINGER	MOP 65179 GENERAL SUPPLIES - PW	349679	10/13/20	297.07
HAMEL, K	REIMBURSEMENT PARARMEDIC CERTIFICATION	349680	10/13/20	225.00
HDL COREN & CONE	CAFR STATISTICAL PKGE 19/20	349681	10/13/20	745.00
HINDERLITER DE LLAMAS	CANNABIS MANAGEMENT PROGRAM	349682	10/13/20	2,700.00
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES AS NEEDED FOR BUILDING	349683	10/13/20	309.74
HUDSON SAFE T LITE RENTALS	ASPHALT IN A CAN	349684	10/13/20	448.16
JANI-KING OF CALIFORNIA INC	COVID-19 JANITORIAL CLEANING SERIVCES	349685	10/13/20	19,248.67
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING	349686	10/13/20	810.00
KEYSER MARSTON ASSOCIATES INC	KMA TO PROVIDE THE NATIONAL CITY	349687	10/13/20	7,103.75
KIMLEY HORN	8TH & ROOSEVELT ATP - ENG/PW	349688	10/13/20	19,835.00



**WARRANT REGISTER # 15
10/13/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
KRONOS INC	KRONOS ANNUAL MAINTENANCE AND LICENSING	349689	10/13/20	118.20
LEOBARDO EMANUEL ALVAREZ	CITATION REFUND-SEPT 2020	349690	10/13/20	50.00
MASON'S SAW	MOP 45729 EQUIPMENT SUPPLIES AND REPAIR	349691	10/13/20	879.82
METEAU JR, R	CALPELRA CONFERENCE REGISTRATION 2020	349692	10/13/20	620.00
MEYERS, NAVE, RIBACK, SILVER	CONSULTING SVCS 2020/2021 MOU NEGOTIATION	349693	10/13/20	75.00
MOTOROLA SOLUTIONS INC	APX6000 7/800MHZ PORT RADIO / PD	349694	10/13/20	48,107.06
NAPA AUTO PARTS	MOP 45735 GENERAL SUPPLIES - PW	349695	10/13/20	281.94
NATIONAL CITY ELECTRIC	CITYWIDE ON-SITE ELECTRICAL	349696	10/13/20	4,450.00
NV5 INC	T&A90446 3100 E. 2ND STREET	349697	10/13/20	5,026.00
NV5 INC	T&A90485 AT&T	349698	10/13/20	510.00
OFFICE SOLUTIONS BUSINESS	MOP 25003 PD SUPPLIES	349699	10/13/20	1,064.21
OMAR SALCEDO	CITATION REFUND-SEPT 2020	349700	10/13/20	50.00
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	349701	10/13/20	757.34
PACIFIC AUTO REPAIR	SMOG CERTIFICATION / REPAIRS FOR CITY	349702	10/13/20	110.00
PACIFIC STATES PETROLEUM INC	HYDRAULIC OIL, ENGINE OIL / PW	349703	10/13/20	1,449.65
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	349704	10/13/20	659.60
PENSKE FORD	R&M CITY VEHICLES FY 2021	349705	10/13/20	499.88
PLAZA BONITA LLC	COMMUNITY SERVICES DRIVE IN PARKING	349706	10/13/20	1,000.00
POLICE EXECUTIVE RESEARCH	TRAINING SMIPS YBARRA / PD	349707	10/13/20	9,700.00
POWERSTRIDE BATTERY CO INC	MOP 67839 AUTO SUPPLIES - PW	349708	10/13/20	383.01
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - PW	349709	10/13/20	3,391.45
PROFESSIONAL SEARCH GROUP LLC	TEAM STAFF GERALDINE A ALVARADO	349710	10/13/20	2,176.00
PRUDENTIAL OVERALL SUPPLY	MOP 00225 LAUNDRY SERVICES - PW	349711	10/13/20	612.89
PTS	PAYPHONE SERVICES	349712	10/13/20	78.00
R & R CONTROLS, INC	CITYWIDE ON-SITE ENVIRONMENTAL CONTROL	349713	10/13/20	298.00
RADY CHILDREN'S HOSPITAL	CHILDRENS SART EXAM / PD	349714	10/13/20	461.00
S D COUNTY FIRE CHIEFS' ASSN	SAN DIEGO COUNTY FIRE CHIEFS MEMBERSHIP	349715	10/13/20	250.00
S D COUNTY SHERIFF'S DEPT	RANGE USE / PD	349716	10/13/20	200.00
S D COUNTY VECTOR CNTRL PROGRM	MOSQUITO CONTROL	349717	10/13/20	1,651.96
SDG&E	BILLING PERIOD AUG 17, 2020 - SEP 16, 20	349718	10/13/20	5,328.72
SERPA, A	LICENSE REIMBURSEMENT	349719	10/13/20	82.00
SHARP ELECTRONICS CORPORATION	MAINTENANCE 20 SHARP COPIERS FOR FY21	349720	10/13/20	2,037.11
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	349721	10/13/20	477.74
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES - PW	349722	10/13/20	380.40
STAPLES BUSINESS ADVANTAGE	SENIOR CENTER MAILER PACKETS	349723	10/13/20	263.54
STARTECH COMPUTERS	STARTECH COMPUTERS MOP FY21	349724	10/13/20	286.02
SUPERIOR READY MIX	ASPHALT, TACK 3/8 SHEET FOR FY 2021	349725	10/13/20	1,096.58
SWANK MOTION PICTURES INC	COMM SERVICES DRIVE - IN GHOSTBUSTERS	349726	10/13/20	665.00
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY 2021	349728	10/13/20	57,590.34
SYMBOLARTS, LLC	BADGES / PD	349729	10/13/20	174.44
TDA CONSULTING, INC.	TDA CONSULTING, 2 TRAINING COURSES	349730	10/13/20	800.00
TELECOM LAW FIRM P C	PROFESSIONAL SERVICES/ CAO	349731	10/13/20	600.00
TERMINIX INTERNATIONAL	ON-SITE PEST CONTROL SERVICES AS NEEDED	349732	10/13/20	150.00
THE BANK OF NEW YORK MELLON	TRUSTEE FEE/REDEMPTION NOTICE FEE 9/27/2	349733	10/13/20	1,350.00
THE BUMPER GUY INC	MIRROR OUTSIDE POWER, LOWER MOLDING	349734	10/13/20	2,623.07
THE COUNSELING TEAM INTERNATIONAL	EMPLOYEE COUNSELING SUPPORT SERVICES	349735	10/13/20	600.00
TODD PIPE & SUPPLY LLC	CITYWIDE PLUMBING MATERIALS & PARTS	349736	10/13/20	165.76
U S BANK	CREDIT CARD EXPENSES / FIRE	349737	10/13/20	12,559.37



**WARRANT REGISTER # 15
10/13/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
U S BANK	2005 TARBS, SRS B & 2011 TABS	349738	10/13/20	750.00
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY 2021	349739	10/13/20	126.99
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS AND MAINTENANCE	349740	10/13/20	166.16
USA MOBILITY WIRELESS INC	METROCALL PAGING FOR FY21	349741	10/13/20	656.66
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY21	349742	10/13/20	11,327.07
VISTA PAINT	ONLINE TRAFFIC FAST DRYING YELLOW	349743	10/13/20	2,227.83
VMR THERAPY, INC	TRAINING TUITION WELLNESS	349744	10/13/20	495.00
WAXIE SANITARY SUPPLY	DISINFECTANT SOLUTION CLEANER FOR FOGGER	349745	10/13/20	78.20
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES FOR FIRE DEPARTMENT	349746	10/13/20	38.01
WEST COAST ARBORISTS	ONGOING TREE TRIMMING SERVICE AS	349747	10/13/20	7,128.00
WEST PAYMENT CENTER	INVESTIGATIVE SERVICE	349748	10/13/20	620.80
WESTFLEX INDUSTRIAL	MOP 63850 GENERAL SUPPLIES - PW	349749	10/13/20	348.01
WETMORES	MOP 80333 AUTO SUPPLIES - PW	349750	10/13/20	410.33
WILLY'S ELECTRONIC SUPPLY	MOP 00351 PD	349751	10/13/20	720.10
			A/P Total	886,927.33
WIRED PAYMENTS				
ARCO BUSINESS SOLUTIONS	FUEL CHGS SEPT 2020	746979	10/7/20	31,194.17
	GRAND TOTAL			\$ 918,121.50

CERTIFICATION

IN ACCORDANCE WITH SECTIONS 37202, 37208, AND 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

Mark Roberts

MARK ROBERTS, DIRECTOR OF FINANCE

BRAD RAULSTON, CITY MANAGER

FINANCE COMMITTEE

ALEJANDRA SOTELO-SOLIS, MAYOR/CHAIRWOMAN

MONA RIOS, VICE MAYOR

JERRY CANO, COUNCILMEMBER

GONZALO QUINTERO, COUNCILMEMBER

RONALD J. MORRISON, COUNCILMEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 1ST OF DECEMBER 2020.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City supporting Sweetwater Authority, other water service providers, and water industry associations, to advocate for assistance, grants, and programs for customers who are experiencing an inability to pay and are unable to afford water during the Covid-19 pandemic. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: December 1, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City supporting Sweetwater Authority, other water service providers, and water industry associations, to advocate for assistance, grants, and programs for customers who are experiencing an inability to pay and are unable to afford water during the Covid-19 pandemic.

PREPARED BY: Roberto N. Yano - Director of Public Works
City Engineer

PHONE: 619-336-4383

DEPARTMENT: Engineering/Public Works

APPROVED BY: 

EXPLANATION:

See Explanation

FINANCIAL STATEMENT:

ACCOUNT NO.
N/A

APPROVED: _____ **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt the resolution

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Resolution

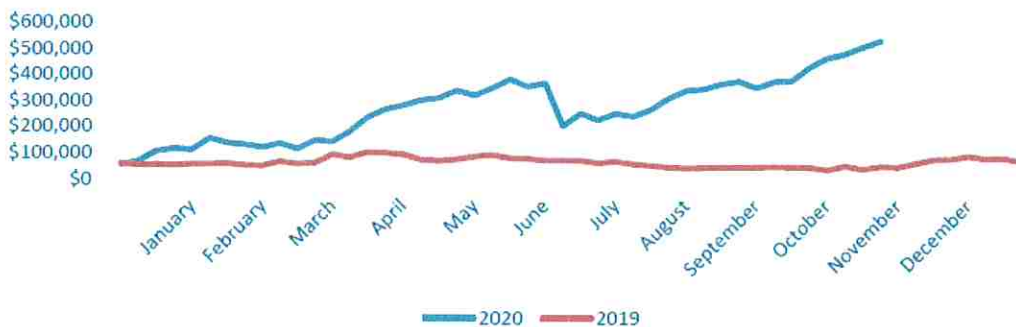
Explanation:

On March 5, 2020, Governor Gavin Newsom declared a State of Emergency for the State of California to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for a broader spread of COVID-19. On March 25, 2020, in response to the COVID-19 pandemic, the Sweetwater Authority Board (Board) declared that no customer shall have their water service discontinued for nonpayment during the declared emergency and that all late fees and penalties shall be waived. On April 2, 2020, Governor Gavin Newsom issued an Executive Order to suspend public water systems' ability to disconnect water service to residences and critical infrastructure sector small businesses. The Executive Order established statewide policy guidance and direction to provide that public and private water systems may not shut off water service to residents during the public health emergency.

The communities served by the Sweetwater Authority (Authority) have been hit particularly hard by the COVID- 19 pandemic. The area has experienced higher unemployment than surrounding communities, causing financial hardship to many Authority customers and the inability to pay the water bill. In September of this year, customers' unemployment values were 10.5 percent in Chula Vista, 12.8 percent in National City, and 13.5 percent in Bonita (Reference: San Diego Regional Economic Development Center). More than 13% of Water Utility Account holders in the City of National City are delinquent, and more than 100 households owe more than \$500 each in outstanding water debt.

When emergency orders are finally lifted, there will be a substantial backlog of nonpaid water system accounts. The impacts will become substantially burdensome for those affected water ratepayers and the retail agencies that serve them. With the ending of many citizen stimulus programs, the delinquent balance for the Authority is climbing rapidly. It is now more than ten times, or 1,000 percent, the proportion for the same period last year.

Delinquent Balance Comparison - 2020 vs 2019



As of now, the Authority continues to waive late fees and penalties.

Under the four coronavirus-related Congressional relief packages authorizing nearly \$3 trillion in federal spending, special districts like the Authority – and water suppliers specifically – have been ineligible for financial assistance and are ineligible for direct federal financial assistance under the "Coronavirus Relief Fund" established by the CARES Act.

Staff recommends that the council support the efforts of the Authority, other water service providers, and water industry associations to advocate for assistance, grants, and programs for customers who are experiencing an inability to pay and are unable to afford water during the Covid-19 pandemic.

RESOLUTION NO. 2020 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY SUPPORTING SWEETWATER AUTHORITY, OTHER WATER SERVICE PROVIDERS, AND WATER INDUSTRY ASSOCIATIONS TO ADVOCATE FOR ASSISTANCE, GRANTS, AND PROGRAMS FOR CUSTOMERS EXPERIENCING AN INABILITY TO PAY AND ARE UNABLE TO AFFORD WATER DURING THE CORONAVIRUS DISEASE 2019 (COVID-19) PANDEMIC

WHEREAS, on March 5, 2020, Governor Gavin Newsom declared a State of Emergency for the State of California to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for a broader spread of COVID-19; and

WHEREAS, on March 13, 2020, the President declared the ongoing COVID-19 pandemic is of sufficient severity and magnitude to warrant an emergency declaration effective beginning March 1, 2020; and

WHEREAS, safe and reliable potable water is an essential and life-sustaining resource of the community and critical for protection against the COVID-19; and

WHEREAS, on March 25, 2020, the Sweetwater Authority declared that no customer should have their water service discontinued for nonpayment during the declared emergency and all late fees and penalties shall be waived; and

WHEREAS, on April 2, 2020, Governor Gavin Newsom signed an executive order restricting water shutoffs to homes, business in designated critical infrastructure sectors, and small businesses; and

WHEREAS, the City of National City (“City”) and surrounding communities have experienced higher unemployment, and the COVID-19 pandemic may cause additional financial hardship to many of the City’s residents; and

WHEREAS, debt burdens for the City’s citizens and surrounding communities during the pandemic have increased ten (10) times over the same period last year; and

WHEREAS, more than thirteen (13) percent of water utility account holders in the City are delinquent on their bills; and

WHEREAS, more than 100 households in the City owe more than \$500 each in outstanding water debt.

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NOW, THEREFORE BE IT RESOLVED, that the Council for the City of National City supports the Sweetwater Authority, other water service providers, and water industry associations to advocate for assistance, grants, and programs for customers who are experiencing an inability to pay and are unable to afford water during the Covid-19 pandemic.

PASSED and ADOPTED this 1st day of December 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of City of National City ratifying Fiscal Year 2020 budget adjustments. \(Finance\)](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: December 1, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of City of National City ratifying fiscal year 2020 budget adjustments

PREPARED BY: Mark Roberts, Director of Finance

PHONE: 619-336-4330

DEPARTMENT: Finance

APPROVED BY: Mark Roberts

EXPLANATION:

See attached explanation.

FINANCIAL STATEMENT:

ACCOUNT NO.

NA

APPROVED: Mark Roberts **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt the resolution, ratifying fiscal year 2020 budget adjustments.

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

Explanation

Budget adjustments were necessary for funds for which fiscal year 2020 expenses exceeded available appropriations. Pursuant to National City Municipal Code Section 2.55.050.B.1.a., budget adjustments for which use of fund balance is necessary require Council approval.

Following are the funds for which ratification of budget adjustments are necessary, the total adjustments required, and the reason for the adjustments:

EMT-D Revolving Fund (Fund 130)

Appropriation of \$8,492 from the fund balance of the EMT-D Revolving Fund for Personnel Services expenditures over the adjusted budget.

Nutrition Fund (Fund 166)

Appropriation of \$95,896 from the fund balance of the Nutrition Fund for expenditures over the adjusted budget. This was primarily due to a position budgeting error for the Delivery Driver and Food Services Worker positions resulted in personnel services going over budget by \$80,128. The remaining amount of \$15,768 is in the Maintenance & Operations category, of which \$11,538 is offset by reimbursement revenue related to COVID-19 expenditures.

Post-Employment Benefit Fund (Fund 212)

Appropriation of \$43,500 from the fund balance of the Post-Employment Benefit Fund due to greater than anticipated expenditures related to retiree health benefits.

Library Bonds Debt Service Fund (Fund 259)

Appropriation of \$2,644 from the fund balance of the Library Bonds Debt Service Fund for unbudgeted professional and contractual services.

Facilities Maintenance Fund (Fund 626)

Appropriation of \$62,806 from the fund balance of the Facilities Maintenance Fund for COVID-19 related expenditures. This appropriation is fully offset by the CARES Act reimbursement revenue.

Liability Insurance Fund (Fund 627)

Appropriation of \$362,151 from the fund balance of the Liability Insurance Fund due to greater than anticipated claims. This amount is fully offset by associated reimbursement revenue.

RESOLUTION NO. 2020 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY RATIFYING FISCAL YEAR 2020 BUDGET ADJUSTMENTS

WHEREAS, on June 4, 2019, the City Council of the City of National City (City) adopted Resolution No. 2019 – 85 Adopting the budget for the Fiscal Year 2020; and

WHEREAS, as part of its review process, the City’s Finance Department reviews the actual revenues and expenditures, and projects the remainder of the fiscal year; and

WHEREAS, the City’s Finance Department determined that budget adjustments were necessary for funds for which the Fiscal Year 2020 expenses exceeded available appropriations; and

WHEREAS, pursuant to National City Municipal Code Section 2.55.050.B.1.a., budget adjustments for which use of fund balance is necessary to require Council approval; and

WHEREAS, the City Manager recommends approving the ratification of the Fiscal Year 2020 Budget Adjustments (Attachment 1).

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of National City hereby ratify the Fiscal Year 2020 budget adjustments.

PASSED and ADOPTED this 1st day of December, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael Dalla, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

**City of National City
Fiscal Year 2020 Budget Adjustments**

1. EMT-D Revolving Fund (Fund 130)
Appropriation of \$8,492 from the fund balance of the EMT-D Revolving Fund for Personnel Services expenditures over the adjusted budget.

2. Nutrition Fund (Fund 166)
Appropriation of \$95,896 from the fund balance of the Nutrition Fund for expenditures over the adjusted budget. This was primarily due to a position budgeting error for the Delivery Driver and Food Services Worker positions resulted in personnel services going over budget by \$80,128. The remaining amount of \$15,768 is in the Maintenance & Operations category, of which \$11,538 is offset by reimbursement revenue related to COVID-19 expenditures.

3. Post-Employment Benefit Fund (Fund 212)
Appropriation of \$43,500 from the fund balance of the Post-Employment Benefit Fund due to greater than anticipated expenditures related to retiree health benefits.

4. Library Bonds Debt Service Fund (Fund 259)
Appropriation of \$2,644 from the fund balance of the Library Bonds Debt Service Fund for unbudgeted professional and contractual services.

5. Facilities Maintenance Fund (Fund 626)
Appropriation of \$62,806 from the fund balance of the Facilities Maintenance Fund for COVID-19 related expenditures. This appropriation is fully offset by the CARES Act reimbursement revenue.

6. Liability Insurance Fund (Fund 627)
Appropriation of \$362,151 from the fund balance of the Liability Insurance Fund due to greater than anticipated claims. This amount is fully offset by associated reimbursement revenue.

The following page(s) contain the backup material for Agenda Item: [Approval of Fiscal Year 2022 Budget Workshop dates. \(Finance\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: December 1, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Approval of Fiscal Year 2022 budget workshop dates.

PREPARED BY: Mark Roberts, Director of Finance

PHONE: 619-336-4330

DEPARTMENT: Finance

APPROVED BY: Mark Roberts

EXPLANATION:

The City of National City's fiscal year begins on July 1st and ends on June 30th of the following year. Pursuant to Section 2.55.040 of the National City Municipal Code, the City Council must adopt the budget for the ensuing fiscal year by June 30th of each year.

Development of the City's annual budget is a City-wide effort occurring over a six- to seven-month period. The tentative fiscal year 2022 budget schedule includes two workshops proposed for April 20 and May 4, 2021 for presentation and discussion of the preliminary budget. The latter meeting date may not be needed but is placed on the calendar as a contingency. Budget adoption is planned for June 1, 2021.

With this item, staff seeks approval of the tentative budget workshop dates. If the dates are not agreeable to the majority of the City Council, direction on alternative dates is sought.

FINANCIAL STATEMENT:

ACCOUNT NO.
NA

APPROVED: Mark Roberts **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Approve the recommended fiscal year 2022 budget workshop dates.

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

Tentative Schedule – Fiscal Year 2022 Budget



CALENDAR - FISCAL YEAR 2022 BUDGET

DATE	DESCRIPTION	DEPARTMENT
Tuesday, December 1, 2020 (City Council Meeting)	Scheduling of City Council workshops	City Council Finance
Tuesday, April 20, 2021 (City Council Workshop)	Budget workshop / preliminary budget presentation	City Council Finance
Tuesday, May 4, 2021 (City Council Workshop)	Budget workshop (tentative)	City Council Finance
Tuesday, June 1, 2021 (City Council Meeting)	Budget hearing / budget adoption	City Council Finance

The following page(s) contain the backup material for Agenda Item: [City Manager Report.](#)
[\(City Manager\)](#)

Please scroll down to view the backup material.

Item # ____
12/01/20

City Manager Report

(City Manager)