



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, MARCH 1, 2022 – 6:00 PM

ALEJANDRA SOTELO-SOLIS
Mayor

MARCUS BUSH
Vice Mayor

RON MORRISON
Councilmember

MONA RIOS
Councilmember

JOSE RODRIGUEZ
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: There are multiple ways you can make sure your opinions are heard and considered by our City Council as outlined below:

Submit your public comment prior to the meeting: To submit a comment in writing, email PublicComment@nationalcityca.gov, provide the agenda item number and title of the item in the subject line of your email. Public comments or testimony is limited to up to three (3) minutes. If the comment is not related to a specific agenda item,

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

indicate General Public Comment in the subject line. All email comments received by 4:00 p.m. on the day of the meeting will be emailed to the City Council Members and made a part of the official record.

Register online and participate in live public comment during the meeting: To provide live public comment during the meeting, you must pre-register on the City's website at <https://www.nationalcityca.gov/publiccomment> by 4:00 p.m. on the day of the regular meeting to join the City Council Meeting.

***Please note that you do not need to pre-register to watch the meeting online, but you must pre-register if you wish to speak.

Once registered, you will receive an email with a link from Zoom to join the live meeting. You can participate by phone or by computer. Please allow yourself time to log into Zoom before the start of the meeting to ensure you do not encounter any last-minute technical difficulties.

***Please note that members of the public will not be shown on video; they will be able to watch and listen and speak when called upon. Public microphones will be muted until it is your turn to comment.

Each speaker is allowed up to three (3) minutes to address the City Council. Please be aware that the Mayor may limit the comments' length due to the number of persons wishing to speak or if comments become repetitious or unrelated.

All comments are subject to the same rules as would otherwise govern speaker comments at the meeting. Speakers are asked to be respectful and courteous. Please address your comments to the City Council as a whole and avoid personal attacks against members of the public, City Council, and city staff.

Questions about public comment or City Council protocols? Please contact the City Clerk's Office at (619) 336-4228 or via email at Clerk@nationalcityca.gov.

INTERPRETATION SERVICES: To use the Zoom interpretation feature you must first Pre-Register on Zoom. Once logged into Zoom to use the interpretation feature, please scroll to the bottom of the Zoom screen (where the meeting controls are), click on the interpretation icon (world), and select English as your language. If you are joining using the Zoom mobile app (cell phone, tablet, etc.), please press the ellipsis (...), then Interpretation, and then choose your language.

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: Hay varias formas en las que puede asegurarse de que sus opiniones sean escuchadas y consideradas por nuestro Concejo Municipal como se describe a continuación:

Envíe su comentario público antes de la sesión: Para enviar un comentario por escrito, envíe un correo electrónico a PublicComment@nationalcityca.gov, proporcione el número del tema o asunto de la agenda y el título del tema o asunto en la línea de asunto de su correo electrónico. Los comentarios o testimonios públicos se limitan a tres (3) minutos. Si el comentario no se relaciona con un tema o asunto específico de la agenda, indique Comentario Público General en la línea de asunto. Todos los comentarios por correo electrónico recibidos antes de las 4:00 p.m. del día de la sesión se enviarán por correo electrónico a los miembros del Concejo Municipal y formarán parte del acta oficial.

Regístrese en línea y participe en los comentarios públicos en vivo durante la sesión: Para proporcionar comentarios públicos en vivo durante la sesión, debe registrarse previamente en el sitio web del Ayuntamiento en

<https://www.nationalcityca.gov/publiccomment> **antes de las 4:00 p.m.** del día de la junta ordinaria para incorporarse a la sesión del Concejo Municipal.

***Tenga presente que no necesita registrarse previamente para ver la sesión en línea, pero debe registrarse previamente si desea hablar.

Una vez registrado, recibirá un correo electrónico con un enlace de Zoom para integrarse a la sesión en vivo. Puede participar por teléfono o por computadora. Tómese el tiempo necesario para iniciar la reunión en Zoom antes del inicio de la sesión para asegurarse de no encontrar dificultades técnicas de último momento.

***Tenga presente que las personas del público no se mostrarán en vídeo; podrán observar, escuchar y hablar cuando se les solicite. Los micrófonos públicos se silenciarán hasta que sea su turno de comentar.

Cada orador tiene hasta tres (3) minutos para dirigirse al Concejo Municipal. Tenga en cuenta que la Alcaldesa puede limitar la extensión de los comentarios debido a la cantidad de personas que deseen hablar o si los comentarios se vuelven repetitivos o no relacionados.

Todos los comentarios están sujetos a las mismas reglas que de otro modo regirían los comentarios de los oradores en la sesión. Se pide a los oradores que sean respetuosos y corteses. Dirija sus comentarios al Concejo Municipal en su conjunto y evite ataques personales contra personas del público, el Concejo Municipal y el personal del Ayuntamiento.

¿Preguntas sobre comentarios públicos o protocolos del Concejo Municipal?
Comuníquese con la Oficina de la Secretaria del Ayuntamiento al teléfono (619) 336-4228, o por correo electrónico a Clerk@nationalcityca.gov.

SERVICIO DE INTERPRETACIÓN: Para utilizar la función de interpretación zoom primero debe registrarse previamente en el sitio web de Zoom. Una vez que haya iniciado sesión en zoom para utilizar la función de interpretación, favor de desplazarse a la parte inferior de la pantalla de Zoom (donde aparecen los controles). Haga clic en el ícono de interpretación (globo terráqueo), y seleccione "*Spanish*" (español). Si está utilizando la aplicación móvil de Zoom (celular, tableta, etc.), presione los puntos suspensivos (...), luego "*interpretation*" y luego el idioma.

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

AWARDS AND RECOGNITIONS

PRESENTATIONS (FIVE-MINUTE TIME LIMIT)

1. [PAG – ASA Law Clinic Presentation. \(Diana Laranang and Aaron Giron\)](#)

INTERVIEWS / APPOINTMENTS

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

CONSENT CALENDAR

2. [Motion of the City Council of the City of National City, California 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. \(City Clerk\)](#)
3. [Adoption of a Resolution Declaring Findings to Continue Teleconference Meetings to March 15, 2022, as required by AB 361. \(City Clerk\)](#)
4. [Resolution of the City Council of the City of National City, California authorizing the Council to waive the formal bid process pursuant to section 2.60.110\(B\)\(3\) of the National City Municipal Code and authorizing the Mayor to execute a one-year agreement between the City of National City and SirsiDynix in the amount of \\$19,473, with four one-year automatic renewals with the ability to opt-out, for a five-year total amount not to exceed \\$99,102.77 to cover the costs associated with the Cloud hosted solution \(SaaS\) for the National City Public Library's Integrated Library System \(ILS\). \(Library and Community Services\)](#)
5. [Resolution of the City Council of the City of National City, California, authorizing the City Manager to enter into an agreement between the City of National City \("City"\) and National City Living History Farm Preserve](#)

(“NCLHFP”) for maintenance and operation of the Stein Farm for a 60-month period from March 1, 2022 to February 28, 2027 and authorizing the establishment of a Cultural Assets fund appropriation of \$5,000 and use of the Cultural Assets fund for maintenance and operating costs. (Library and Community Services)

6. Temporary Use Permit – The 13th Annual Granfondo San Diego Fun Bike Ride sponsored by Life Sports Foundation on April 3, 2022 from 7:30 a.m. to 5 p.m. with no waiver of fees. (Community Development)
7. Temporary Use Permit – Padres Pedal the Cause Bicycle Ride sponsored by Padres Pedal the Cause on April 9, 2022 from 10 a.m. to 2:15 p.m. with no waiver of fees. (Community Development)
8. Investment transactions for the month ended November 30, 2021. (Finance)
9. Investment Report for the quarter ended December 31, 2021. (Finance)
10. Warrant Register #30 for the period of 1/21/22 through 1/27/22 in the amount of \$1,690,448.38. (Finance)
11. Warrant Register #31 for the period of 1/28/22 through 2/03/22 in the amount of \$2,243,366.83. (Finance)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

12. Public Hearing – Resolution of the City Council of the City of National City, California authorizing the execution of an Order of Vacation of a portion of Kimball Way, north of East 14th Street and northwest of the intersection with ‘F’ Avenue, as part of the Kimball Highlands and San Ysidro Health (PACE) Clinic project. (Applicant: Excel Engineering) (Case File No. 2021-23 SC (Planning))
13. Public Hearing and Introduction of an Ordinance of the City Council of the City of National City, California, adopting a Military Equipment Policy. (City Attorney)

NON CONSENT RESOLUTIONS

14. Resolution of the City Council of the City of National City, California, approving National City Police Department Policy 706 and Procedure 706 for the use of Military Equipment as mandated by California Assembly Bill 481. (Police)

NEW BUSINESS

15. Notice of Decision – Planning Commission approval of a Conditional Use Permit for the modification of an existing wireless communications facility

[located at 1215 Wilson Avenue. \(Applicant: T-Mobile\) \(Case File 2021-09 CUP\) \(Planning\)](#)

16. [Notice of Decision – Planning Commission approval of a Conditional Use Permit for the relocation of an existing wireless communications facility located at 1320 Highland Avenue. \(Applicant: Verizon Wireless\) \(Case File 2022-02 CUP\) \(Planning\)](#)
17. [Discussion of COVID related protocols pertaining to City Council Meetings and City Council appointed Boards, Commissions and Committees \(BCCs\). \(City Clerk\)](#)

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

CONSENT RESOLUTIONS - HOUSING AUTHORITY

18. [Resolution of the Community Development Commission-Housing Authority of the City of National City, California ratifying an overage of expenditures in the amount of \\$42,686.49 for legal services provided by Christensen & Spath, LLP on housing-related matters. \(Housing Authority\)](#)
19. [Resolution of the Community Development Commission-Housing Authority of the City of National City, California authorizing the Mayor to execute an Agreement for legal services provided by Christensen & Spath, LLP to assist in affordable housing project negotiations, advise the CDC-HA Board, and research and preparation of documents related to these matters. \(General Counsel\)](#)

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 - March 15, 2022 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: [PAG – ASA Law Clinic Presentation. \(Diana Laranang and Aaron Giron\)](#)
Please scroll down to view the backup material.

Item # ____

03/1/22

PAG – ASA LAW CLINIC PRESENTATION

(Diana Laranang and Aaron Giron)

The following page(s) contain the backup material for Agenda Item: [Motion of the City Council of the City of National City, California 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 # ____
03/01/22

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: [Adoption of a Resolution Declaring Findings to Continue Teleconference Meetings to March 15, 2022, as required by AB 361. \(City Clerk\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: March 1, 2022

AGENDA ITEM NO. 1

ITEM TITLE:

Adoption of a Resolution Declaring Findings to Continue Teleconference Meetings to March 15, 2022, as required by AB 361 (City Clerk)

PREPARED BY: Shelley Chapel, MMC, Deputy City Clerk **DEPARTMENT:** City Clerk

PHONE: (619) 336-4225

APPROVED BY: Shelley Chapel

EXPLANATION:

Adoption of the resolution would allow the City Council and the City Boards, Commissions and Committees to continue teleconference meetings via Zoom past the September 30, 2021, expiration date of the Governors Executive Order N-08-21. The State of Emergency continues as the COVID-19 Delta Variant has emerged causing a spike in cases throughout the world. The City complies with the County of San Diego County Health Department and Cal OSHA requirements to ensure the health and safety of its staff and the public.

Adopting this resolution would allow the City Council to reevaluate this declaration of findings every 30 days for ongoing continuation or further action.

See Attachment A – Explanation regarding Assembly Bill No. 361 |

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

None.

ENVIRONMENTAL REVIEW:

This action is not subject to review under the California Environmental Quality Act (CEQA)

ORDINANCE: INTRODUCTION: **FINAL ADOPTION:**

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt a resolution making the findings required by AB 361 to continue teleconference meetings of the City Council and the City Boards, Commissions and Committees after September 30, 2021 for a period of 30 days from the date of this meeting to be considered again by the City Council for ongoing continuation or further action.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

A – Resolution

RESOLUTION NO. 2022-

RESOLUTION OF CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, MAKING THE FINDINGS REQUIRED BY AB 361 TO CONTINUE TELECONFERENCE MEETINGS OF THE CITY COUNCIL AND THE CITY BOARDS, COMMISSIONS, AND COMMITTEES AFTER MARCH 1, 2022 FOR A PERIOD OF 30 DAYS

WHEREAS, the World Health Organization has declared the COVID-19 outbreak a global pandemic and local and state emergencies have been declared providing reprieve from certain public meeting laws such as the Brown Act; and

WHEREAS, beginning March 2020, California Governor Newsom executed Executive Order N-29-20 including additional updates as the pandemic progressed and extending into 2021. The most recent Executive Order N-08-21, issued June 11, 2021 waived all physical presence requirements under the Ralph M. Brown Act as a means of limiting the spread of COVID-19; and

WHEREAS, Executive Order N-08-21 is set to expire on September 30, 2021. The date was predicted as a time when hopes were that agencies could begin to transition back to public meetings held in full compliance with the Ralph M. Brown Act; and

WHEREAS, on September 16, 2021, California Governor Newsom signed into law Assembly Bill (AB) 361, which extends the authority of public agencies to conduct meetings by teleconference, including video conference, while the state of emergency resulting from the COVID-19 pandemic and accompanying recommendations for social distancing remain in place; and

WHEREAS, on October 5, 2021, City Council adopted Resolution No. 2021-147 declaring findings to continue to teleconference for an additional 30 days; and

WHEREAS, on November 2, 2021, City Council adopted Resolution No. 2021-164 declaring findings to continue to teleconference for an additional 30 days; and

WHEREAS, on December 7, 2021, City Council adopted Resolution No. 2021-183 declaring findings to continue to teleconference for an additional 30 days; and

WHEREAS, on January 4, 2022, City Council adopted Resolution No. 2022-01 declaring findings to continue to teleconference for an additional 30 days; and

WHEREAS, on February 1, 2022, City Council adopted Resolution No. 2022-11 declaring findings to continue to teleconference for an additional 30 days.

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

Section 1: Makes the findings required by AB 361 to continue teleconference meetings of the Legislative Body and its appointed Boards, Commissions, and Committees.

Section 2. Makes the findings that the City of National City meets the requirements to continue holding meetings remotely in order to ensure the health and safety of its staff and the public.

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

PASSED and ADOPTED this 1st day of March, 2022.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, 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, California authorizing the Council to waive the formal bid process pursuant to section 2.60.110\(B\)\(3\) of the National City Municipal Code and authorizing the Mayor to execute a one-year agreement between the City of National City and SirsiDynix in the amount of \\$19,473, with four one-year automatic renewals with the ability to opt-out, for a five-year total amount not to exceed \\$99,102.77 to cover the costs associated with the Cloud hosted solution \(SaaS\) for the National City Public Library's Integrated Library System \(ILS\). \(Library and Community Services\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: March 1, 2022

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City, California authorizing the Council to waive the formal bid process pursuant to section 2.60.110(B)(3) of the National City Municipal Code and authorizing the Mayor to execute a one-year agreement between the City of National City and SirsiDynix in the amount of \$19,473, with four one-year automatic renewals with the ability to opt-out, for a five-year total amount not to exceed \$99,102.77 to cover the costs associated with the Cloud hosted solution (SaaS) for the National City Public Library's Integrated Library System (ILS).

PREPARED BY: Joyce Ryan, Library & Community Services
Director

DEPARTMENT: Library & Community Services

PHONE: 619-470-5882

APPROVED BY: 

EXPLANATION:

The proposed agreement with SirsiDynix will allow for the following actions:

1. Continue the seamless Integrated Library System currently utilized by the National City Public Library and its patrons, including BlueCloud Analytics, Enterprise Discovery Layer, and interface with new mobile app functionality.
2. Add SMS Notification Software to enable text messaging of patrons.
3. Give the City the option to renew the contract for four additional one-year terms at an annual price increase cap of 1.9% or to terminate without penalty prior to the end of the current year for the following year.

Please see attached staff report for further details.

FINANCIAL STATEMENT:

APPROVED: 

Finance

ACCOUNT NO.

104-431-056-299-0000 Contract Services

APPROVED: 

MIS

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review. PRC 21065.

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Staff Report
2. SirsiDynix Agreement/Quote #110755
3. SirsiDynix Master Agreement (February 3, 2015)
4. Resolution



City Council Staff Report

March 1, 2022

ITEM

Resolution of the City Council of the City of National City, California authorizing the Council to waive the formal bid process pursuant to section 2.60.110(B)(3) of the National City Municipal Code and authorizing the Mayor to execute a one-year agreement between the City of National City and SirsiDynix in the amount of \$19,473, with four one-year automatic renewals with the ability to opt-out, for a five-year total amount not to exceed \$99,102.77 to cover the costs associated with the Cloud hosted solution (SaaS) for the National City Public Library's Integrated Library System (ILS).

BACKGROUND

SirsiDynix Horizon is the Integrated Library System (ILS) used for various library functions such as cataloging, circulation, acquisitions, reserves, etc. With this item, staff seeks Council's approval to continue use of the current cloud-based (SaaS) system and to enter into a new agreement with the current vendor with a waiver of the formal bid process.

EXPLANATION

Currently, the National City Public Library Integrated Library System (ILS) is SirsiDynix Horizon software. This ILS is a cloud-hosted solution (SaaS); consequently, all automatic daily backups and software upgrades are completed by SirsiDynix. The current software also includes *BLUEcloud Analytics* which offers enhanced reporting functions, and *Enterprise* which offers an enhanced discovery layer and search functionality for patrons. SirsiDynix provides the National City Public Library with a cloud-based ILS which has proved to be cost effective, provides vendor support for hardware and software, has improved the functionality of the system, and has facilitated more efficient use for staff and patrons.

This new agreement would add the service of SMS notifications to patrons, which enables staff to notify patrons via text regarding library material due dates, bills or programs and services. This new service is in line with our technological enhancements in the Library such as our mobile app (to be launched in April 2022). This anticipated mobile app is also a SirsiDynix product and Council approved the acceptance of a State Library grant on September 21, 2021 to pay for its launch. The continued use of SirsiDynix Horizon will facilitate a seamless integration between the ILS and the new mobile app.

Staff are requesting that the City Council waive the formal bid process pursuant to section 2.60.110(B)(3) of the National City Municipal Code which states: "Formal competitive bidding may be waived by the city council, or the city manager within the limits of contracting

authority, where it has been determined that: ... (3) in the case of technology and computer systems and software acquisition, delay would unduly impair or jeopardize the city's ability to efficiently operate its data management systems.”

RECOMMENDATION

Waive the formal bid process pursuant to section 2.60.110(B)(3) of the National City Municipal Code and authorizing the Mayor to execute a five-year agreement between the City of National City and SirsiDynix in the amount of \$19,473, with four one-year automatic renewals with the ability to opt-out, for a five-year total amount not to exceed \$99,102.77 to cover the costs associated with the Cloud hosted solution (SaaS) for the National City Library’s Integrated Library System (ILS).

FISCAL IMPACT

The total cost of the agreement for the maximum five (5) year period is \$99,102.77, with the first year starting at \$19,473. This amount is already appropriated in the Library budget for the Integrated Library System.



January 14, 2022

Congratulations! As a key Preferred Customer of SirsiDynix we are pleased to offer you this Customer Success Agreement (CSA). The CSA provides National City Public Library the unique benefits designed to help you receive more value from SirsiDynix. Specifically:

- **Enterprise & eRC & 1 Connector @ 100% Discount for the Product & Services. Enterprise may be implemented but the next maintenance billing won't be due until April 1st, 2022. SMS is provided at a 20% discount for Products & Services**

This is not the only benefit you will receive as part of this CSA! We will continue to work with National City Public Library for the duration of this agreement to maximize your Library District's usage of SirsiDynix software and services.

Our Library Relationship Management team will work with your primary SirsiDynix contact to make the most of resources available on our support portal (support.sirsidynix.com). These include access to product roadmaps, community websites and developers' forum, free classes available via Mentor learning management system, enhancement forums and many more online resources.

Our goal is to ensure you are **taking full advantage** of the latest software features to streamline staff workflow and increase engagement with your community!

Because this CSA extends the value of relationship with SirsiDynix, there are a few terms and conditions that also extend for the duration of the agreement. These include:

1. The terms of the Master Agreement will continue to be in effect from through March 31, 2027. Uplift's will be 0% for Year 2 with ongoing uplift's at 1.9%.
2. Because National City Public Library is purchasing products and/or services as part of this CSA, those products fall under the License Metrics of the library's Master Agreement. Statement of Work dated November 2014 and other product purchase details are included in Sales Order of this CSA.

We are excited to begin this project with you. As you maximize the usage of SirsiDynix software and services, you'll realize more value for maintenance investment. If you have any questions regarding this CSA, please give me a call.

Sincerely,

Tina Beecroft

Tina Beecroft
Executive Account Manager
Office: 800 288-8020 x7737
Mobile: 760-681-6025

SirsiDynix Technology Center
3300 N. Ashton Boulevard,
Suite 500
Lehi, UT 84043
Phone: 800-288-8020



QUOTE

Quote 110755 for:

National City Public Library

5 Year CSA with Enterprise & eRC

Quote valid until:

March 31, 2022

Prepared by:

Tina Beecroft,
Executive Account Manager

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2022 Sirsi Corporation - All Rights Reserved



Quote Information

General and/or Custom Services Statement of Work

Any product's purchased & in implementation such as BC Mobile will continue to be serviced & billed as per the agreement.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2022 Sirsi Corporation - All Rights Reserved



Purchase Details

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

COMPONENT	Year 1	Estimated Year 2	Estimated Year 3	Estimated Year 4	Estimated Year 5
SirsiDynix Products	10,670	480	490	510	520
SirsiDynix Services	7,430	-	-	-	-
Discount	(17,490)	-	-	-	-
Active Products Total	18,863	18,863	19,221.40	19,586.61	19,958.76
Total	19,473	19,343	19,711.40	20,096.61	20,478.76

Active Products

Quantity	Total Price	Component	Note
1.00	3,730	BLUEcloud Analytics, Annual Subscription	
1.00	1,750	Enriched Content Basic Public Subscription (Per 1000 Circ)	please update annual
1.00	12,927	Horizon SaaS Core	
1.00	376	Horizon SaaS SIP2 Interface Per Certified Vendor	
10.00	0	Horizon SaaS User Seat License (ea)	
1.00	80	SirsiDynix Symphony SaaS SIP2 Interface Per Certified Vendor	
18,863		Active Product Total Year 1	

Initial Term: Five (5) Years

Initial Term Annual Price Increase Cap for SirsiDynix Products/Services: 0% in year 2 followed by 1.9% until Term renewal

The Initial Term and the Initial Term Annual Price Increase Cap set forth above shall apply to Active Products and new purchased Products/Services.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2022 Sirsi Corporation - All Rights Reserved



Customer's usage is subject to limitations that can be found in the Terms and Conditions section at the end of the Quote.

SirsiDynix reserves the right to adjust Initial Term pricing for Third Party/integrated products/services if a Third Party vendor increases pricing for Third Party/integrated products/services.

Any applicable discount shall be applied on final payment. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Master Agreement, unless such additional terms are statutorily required of the Customer.

This Purchase Details section may not include pre-existing obligations for ongoing Products not listed in the Quote.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2022 Sirsi Corporation - All Rights Reserved



Detailed Pricing

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

COMPONENT	Qty	Total Price Year 1
SirsiDynix Products		10,670
SaaS Enterprise Annual Subscription	1	
SirsiDynix eRC Connector for OverDrive, Annual Subscription	1	
SirsiDynix eResource Central Gateway Services, Annual Subscription	1	
SirsiDynix SMS Notification for Horizon, Annual Subscription - 5K Message Package	1	
SirsiDynix Services		7,430
Consulting:		
Enterprise SureStart-3	1	
SirsiDynix Enterprise Theme Customization	1	
Product Delivery:		
SirsiDynix Enterprise Software Installation	1	
SirsiDynix eRC Gateway Services Installation	1	
SirsiDynix SMS Notification Software Installation	1	
Project Management:		
Project Management for all products in this Quote	1	
Training:		
Ent-1101 SirsiDynix Enterprise End User, SELF-PACED	1	
Ent-2201 SirsiDynix Enterprise Day to Day Administration, Hands-on Lab, GROUP	1	
eRC-1101 SirsiDynix eResource Central (eRC), SELF-PACED	1	
HznSMS-1201 Horizon SMS Notifications, SELF-PACED	1	

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2022 Sirsi Corporation - All Rights Reserved



Discount		(17,490)
Preferred Account		
Services Discount		
Quote Total		610

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2022 Sirsi Corporation - All Rights Reserved



Component Descriptions

Each description below relates to a quantity of one for the component. There may be more than one in this Quote.

SirsiDynix Products

SaaS Enterprise Annual Subscription

SirsiDynix Enterprise is a state-of-the-art faceted search solution that empowers libraries to make their collections more searchable and discoverable than ever before. Capitalizing on fuzzy search logic technology never before available to libraries, SirsiDynix Enterprise delivers leading-edge faceted search capabilities, simplified search interfaces, and much more.

SirsiDynix eRC Connector for OverDrive, Annual Subscription

Provides access through SirsiDynix eResource Central Gateway Services to the approved content of one OverDrive main account.

It does not include any 3rd Party fees which may be required by the Partner to use the content being accessed.

SirsiDynix eResource Central Gateway Services, Annual Subscription

Minimum requirements: SirsiDynix Symphony 3.4.1 or Horizon 7.5.1 and above.

eResource Central Gateway Services provides eBook integration which allows libraries to provide seamless access to all library resources via a single user interface.

Open Library and Project Gutenberg content is available and included with this service.

SirsiDynix SMS Notification for Horizon, Annual Subscription - 5K Message Package

Subscription to the SMS Notification feature requires your ILS system to be on Horizon 7.5.2 or above. Up to 5,000 messages included per year. Messages not used at annual renewal will be forfeit. You may change the subscribed package to increase or decrease the number of messages at annual renewal time. You may also purchase active top-up package(s) of messages to make up the difference if you have used up the subscribed allocation.

SirsiDynix Services

Consulting

Enterprise SureStart-3

SureStart is a layer of consulting support designed to smooth the transition to Enterprise by addressing configuration issues like search limits, profiles, etc.

SirsiDynix Enterprise Theme Customization

Working with a SirsiDynix Consultant, theme customization addresses changing the look and feel of the product like colors, adding graphics, and using CSS to edit fonts and page layouts.

This custom work is guaranteed to work on the version of Enterprise currently installed on the customer's system. SirsiDynix cannot guarantee compatibility with future releases. Updating custom work to be compatible with a later release will attract additional fees.

Product Delivery

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

SirsiDynix Enterprise Software Installation

Includes installation of Enterprise in SirsiDynix SaaS facility, installation of Enterprise Agent on a Horizon or SirsiDynix Symphony ILS and installation/configuration of the appropriate Java Development (JDK). In addition; it includes the installation of Web Services for sites using SirsiDynix Symphony.

SirsiDynix eRC Gateway Services Installation

Includes installation and configuration of SirsiDynix eResource Central Gateway Services and one eRC connector.

SirsiDynix SMS Notification Software Installation**Project Management**

Project Management includes the services of a Project Manager. The Project Manager is your primary point of contact during the implementation. You will work with your project manager to plan timeframes, schedule resources from the professional services team, and coordinate with other departments at SirsiDynix to deliver products and services outlined in this quote.

Depending on the type of implementation, the Project Manager will do the following:

- Act as your primary SirsiDynix contact during your implementation
- Identify customer needs and key tasks to be accomplished by both the customer and SirsiDynix to ensure a successful implementation
- Organize meetings with you and appropriate SirsiDynix staff to kick off your implementation project
- Work with SirsiDynix global operations staff to develop, communicate, and manage the overall implementation schedule
- Bring key SirsiDynix staff onto the project to ensure proper resources are available to meet critical milestones of your schedule
- Report to you regularly via phone and email status reports to keep everyone apprised of project progress
- Monitor quality control checks at critical intervals in your project
- Assist with the transition from Implementation phase to Customer Support

Training**Ent-2201 SirsiDynix Enterprise Day to Day Administration, Hands-on Lab, GROUP**

One seat in a group distance course. Learn to manage the day-to-day tasks needed by Enterprise Administrators.

Ent-1101 SirsiDynix Enterprise End User, SELF-PACED

One seat in the specified Self-paced training class.

This class will review the basic features available to users within Enterprise.

Content is English only.

eRC-1101 SirsiDynix eResource Central (eRC), SELF-PACED

Learn to configure eResource Central to work with your public catalog (Enterprise, BLUEcloud Mobile or BLUEcloud PAC).

Content available in English only.

HznSMS-1201 Horizon SMS Notifications, SELF-PACED

Learn to set up and send SMS notifications in batch or individually via Horizon. This training is available in English only.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Terms and Conditions

Current Contract License Limits:

Up to 340,000 annually circulated items.

SirsiDynix Professional Services performed by way of remote network access require ssh (Unix/Linux), Remote Desktop (Windows) or unattended Logmein Rescue (Windows) access for the duration of the project. The library may limit connectivity to the SirsiDynix Corporate IP address or implement a Cisco AnyConnect VPN tunnel. Other remote connectivity options may incur additional fees, onsite travel fees or void the ability of SirsiDynix to perform the project. A full description can be found in the Access Requirement for Support Guide on our customer support website.

Maintenance must be ordered for all copies of the Software and for all elements of the Software which are used conjunctively by Customer. Customer's System shall remain within two (2) previously released software versions of the most recent version of the software at all times or an additional maintenance surcharge service charge will be added to the maintenance renewal.

Customer shall not integrate products offered by third parties into Software, Subscriptions or Subscription Software without additional license from SirsiDynix.

SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

Payment Terms

The term of any quoted products is for no less than the Initial Term and shall automatically renew for the length of the Initial Term. Subsequent years' Maintenance and Subscription fees are to be paid annually in advance. Following the first year of System operation, Maintenance and Subscription fees will be subject to annual increases. Unless otherwise specifically stated in writing, products and/or services purchased at promotional prices or with promotional discounts do not qualify for such discounts or limitations on price increases for subsequent years.

SirsiDynix Products and Services

- 100% due upon delivery of the first of any quoted SirsiDynix Products and Services

Any reference to license metrics and/or licensed amounts included in this quote shall be applicable only to the Products and/or services mentioned in this quote. This document and any software or professional services associated with this document are hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer. If there is no current agreement between the parties, the terms and conditions of the current SirsiDynix Master Software License and Services Agreement shall be deemed the controlling Agreement between the parties, a copy of which shall be furnished upon Customer's request. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Agreement, unless such additional terms are statutorily required of the Customer. In the event of a conflict, the terms, payment terms, discounts, product lists and/or statement of work contained within this document shall take precedence over the current Agreement between the parties. In the event Customer desires or

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2022 Sirsi Corporation - All Rights Reserved



requires updated terms and conditions for the continuing business relationship with SirsiDynix, please contact your regional Sales Representative.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2022 Sirsi Corporation - All Rights Reserved



Signature(s)

**Customer Signature:
National City Public Library**

Sirsi Corporation dba SirsiDynix Signature:

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____
(Printed)

Name: _____
(Printed)

Job Title: _____

Job Title: _____

Date: _____

Date: _____

Billing Address:

National City Public Library
1401 National City Blvd.
National City
California 91950-3314
United States

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2022 Sirsi Corporation - All Rights Reserved



MASTER AGREEMENT BETWEEN CITY OF NATIONAL CITY AND SIRSIDYNIX

1. PURPOSE AND SCOPE

1.1 Parties and Effective Date. This Master Agreement (the "Master Agreement") is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer identified in the signature block below ("Customer"), with effect on the date of the last signature below ("Effective Date").

1.2 Purpose. This Master Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Products by SirsiDynix to Customer. Additional terms for the purchase of a specific Product are set forth in the Quote(s). By signing below, the parties acknowledge receipt of and agree to be bound by the terms and conditions of this Master Agreement and the Quote(s) for Products purchased by Customer. All pre-printed or standard terms of any Customer purchase order or other business processing document shall have no effect.

1.3 Incorporation of Quotes. "Quote" means the document(s), regardless of actual name, executed by the parties which is incorporated by reference into the terms of this Master Agreement, and describes order-specific information, such as description of Product ordered, License Metrics, fees, statements of work, exhibits and milestones. At any time after execution of the Master Agreement and the initial Quote, Customer may purchase additional Products or otherwise expand the scope of existing licenses or Subscriptions granted under a Quote, upon SirsiDynix receipt and acceptance of a new Quote specifying the foregoing.

1.4 Incorporation of EULAs. Customer's use of any Third Party Products licensed hereunder or incorporated in the Products may be subject to, and Customer shall sign and comply with, any applicable EULAs.

1.5 Order of Precedence. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of a Quote, the terms and conditions of the Master Agreement shall control, except where the Quote expressly states the intent to supersede a specific portion of the Master Agreement. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of an EULA, the terms and conditions of the EULA shall control.

2. PRODUCTS USE RIGHTS; TITLE

2.1 Generally. Customer's purchase of Products under this Master Agreement may include from time-to-time Software, Subscriptions, Services, and/or Hardware. The following provisions under this Section 2 apply if relevant to the type of Product purchased pursuant to a Quote.

2.2.1 Software License. Subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, SirsiDynix hereby grants to Customer a limited, non-exclusive, non-transferable and perpetual (subject to SirsiDynix termination rights pursuant to this Master Agreement) license to (i) install, run and use the Software identified in the Quote in the Operating Environment solely for Internal Business Purposes, and (ii) use the Documentation in connection with such use of the Software. Customer may not make copies of the Software except a reasonable number of machine-readable copies solely for internal backup or archival purposes. All Intellectual Property rights notices must be reproduced and included on such copies. Customer shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform SirsiDynix in writing of such upon request. **2.2.2** Unless otherwise set forth in a Quote, the Software shall not be simultaneously loaded and operated

on more than one hardware platform, except temporarily during the process of platform migration. **2.2.3** Customer shall use the Third Party Products solely in conjunction with the SirsiDynix Software and Customer shall have no broader rights with respect to the Third Party Products than it has to the SirsiDynix Software. SirsiDynix may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software requirements.

2.3.1 Subscriptions. For Subscriptions purchased by Customer, and subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Sections 2.7 and 2.9 and timely payment of the applicable fees, SirsiDynix grants to Customer the right to access and use the Subscription identified in the Quote solely for Internal Business Purposes and to use the Documentation in connection with such access and use for the Term. SirsiDynix shall use commercially reasonable efforts to make the Subscription Services available 24x7, except for scheduled downtime events, or emergency downtime events, or Internet service provider failures or delays. SirsiDynix will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. Customer acknowledges that the Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. SirsiDynix is not responsible for any delays, delivery failures, or other damage resulting from such problems. **2.3.2** Customer is solely responsible for obtaining and maintaining at its own expense, all equipment that may be needed to access Subscriptions, including without limitation, Internet connections. Customer understands that Subscription communications may traverse an unencrypted public Internet connection and that use of the Internet provides the opportunity for unauthorized third parties to illegally gain access to Customer Data. Accordingly, SirsiDynix does not guaranty the privacy, security or authenticity of any information transmitted over or stored in any system connected to the Internet. **2.3.3** Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is responsible for all activities that occur under Customer's account. Customer agrees to immediately notify SirsiDynix of any unauthorized use of Customer's account or any other breach of security known to Customer. SirsiDynix shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. **2.3.4** Customer shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data. Customer acknowledges and agrees that SirsiDynix does not monitor or police the content of communications or data of Customer or its users transmitted through the Subscriptions, and that SirsiDynix shall not be responsible for the content of any such communications or transmissions. Customer shall use the Subscriptions exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; (d) constitutes sensitive personal information such as social security numbers, credit card information, or drivers license numbers; or (e) otherwise violates any applicable law. Customer further agrees not to interfere or disrupt networks connected to the Subscriptions, not to interfere with another customer's use and enjoyment of similar

services and to comply with all regulations, policies and procedures of networks connected to the Subscriptions. SirsiDynix may remove any violating content posted or transmitted on or through the Subscriptions, without notice to Customer. SirsiDynix may suspend or terminate any user's access to the Subscriptions upon notice in the event that SirsiDynix reasonably determines that such user has violated these terms and conditions. **2.3.5** The provision of third party Subscriptions is subject to availability from third party providers and SirsiDynix shall have no liability should such Subscription become unavailable for any reason or is no longer available under reasonable commercial terms. **2.3.6** In the event that Customer is locally hosting Subscription Software, SirsiDynix hereby grants to Customer, subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, a limited, non-exclusive, non-transferable grant of use to locally install and use the Subscription Software solely for Customer's internal business purposes. The grant of use for Subscription Software is not a license and remains in effect only while Customer is timely paying its Subscription fees to SirsiDynix. If Customer fails to timely pay Subscription fees, Customer must immediately discontinue use of and certify to SirsiDynix the removal of Subscription Software.

2.4.1 Services. Services are described in the Quote. SirsiDynix shall be responsible for securing, managing, scheduling, coordinating and supervising SirsiDynix personnel, including its subcontractors, in performing any Services. Any change to the scope of Services must be in writing signed by both parties. Once executed by both parties, a change shall become a part of the Quote. **2.4.2** Customer acknowledges and agrees that SirsiDynix performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and approvals of Customer in connection with the Services. SirsiDynix shall be entitled to rely on all decisions and approvals of Customer. Customer's data must be provided to SirsiDynix in a format reasonably approved by SirsiDynix or additional charges will apply. Customer shall be responsible for providing secured access to Customer's systems to SirsiDynix. SirsiDynix alone shall decide whether such access is sufficient for the performance of Services.

2.5. Software Maintenance. **2.5.1** Subject to Customer's timely payment of applicable fees, SirsiDynix will provide during the Term Maintenance services for the Software in accordance with the maintenance plan indicated in the Quote, provided however that with respect to Third Party Products, SirsiDynix's obligation to offer Maintenance is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such Software. All licenses in Customer's possession must be supported under the same maintenance plan. **2.5.2** Updates are provided if and when available, and SirsiDynix is under no obligation to develop any future programs or functionality. **2.5.3** SirsiDynix is under no obligation to provide Maintenance with respect to: (i) a Product that has been altered or modified by anyone other than SirsiDynix or its licensors; (ii) a release for which Maintenance has been discontinued; (iii) a Product used other than in accordance with the Documentation or other than on the Operating Environment; (iv) discrepancies that do not significantly impair or affect the operation of the Product; or (v) any systems or programs not supplied by SirsiDynix. **2.5.4** For the avoidance of doubt, Updates provided under Maintenance services are subsequent minor or maintenance releases to the standard Products, excluding custom development or customizations whether such customizations are performed by SirsiDynix or by Customer or a third party. SirsiDynix reserves the right to charge Client for any reintegration work required to make customizations compatible with future releases. **2.5.5** If ordered, Maintenance must be ordered for all Software and all associated License Metrics licensed by Customer. Customer may not purchase or renew Maintenance for a subset of its licenses only. **2.5.6** If an Error was corrected or is not present in a more current release of the Product, SirsiDynix shall have no obligation to correct such Errors in prior releases of the Software. **2.5.7** Fees for Maintenance Services do not include implementation, training and other Professional Services. **2.5.8** It is Customer's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Customer to effectively use the Software. Failure to do so could result in additional Maintenance fees if

service requests are deemed excessive as a result of insufficient training, at SirsiDynix's discretion. **2.5.9** In the event Customer does not renew Maintenance and subsequently desires to reinstate Maintenance, a reinstatement fee shall be assessed equal to 120% of the aggregate Maintenance fee that would have been payable during the period of lapse. **2.5.10** For Software licenses and Subscription Software, Customer is solely responsible for the installation of Updates and agrees to (i) meet the Update standard set forth in the SirsiDynix Support Policies referenced in the definition of Maintenance and (ii) maintain the Operating Environment. With respect to Subscriptions, SirsiDynix is responsible for the implementation of Updates and shall no longer provide access to any previous release upon the date SirsiDynix migrates to a new Update for production use in SirsiDynix's hosted environment.

2.6.1 Hardware and Hardware Maintenance. Title to the Hardware identified in the Quote, if any, shall pass to Customer on SirsiDynix's placement of the Hardware with a common carrier or licensed trucker, which shall constitute delivery to Customer. Thereafter Customer will be responsible for risks of loss or damage, except for loss or damage caused by SirsiDynix in the process of installation. **2.6.2** SirsiDynix does not provide support for Hardware unless Customer purchases any available maintenance associated with such Hardware. Such Hardware maintenance may be provided through a third party and is subject to that third party's standard terms, conditions and warranties, if any.

2.7 License Metrics. Customer may not use the Products in excess of the License Metrics specified in the Quote. Additional License Metrics and associated Maintenance must be purchased at the pricing in effect at the time the additional License Metrics are added in the event actual usage exceeds the licensed quantity, prorated for the remainder of the then-current Term. The additional License Metrics purchased shall terminate on the same date as the pre-existing Products. Prices are based on License Metrics purchased and not actual usage. The number of License Metrics provided in the initial Quote is a minimum amount that Customer has committed to for the Term and there shall be no fee adjustments or refunds for any decreases in usage.

2.8 Reservation of Rights. All rights not expressly granted in the Master Agreement are reserved by SirsiDynix and its third party providers. Customer acknowledges that: (i) all Software is licensed and not sold and all Subscriptions and Content are subscribed to and not sold; (ii) Customer acquires only the right to use the Protected Materials. SirsiDynix and its third party providers retain sole and exclusive ownership and all rights, title, and interest in, including Intellectual Property embodied or associated with, the Protected Materials and all copies and derivative works thereof (whether developed by SirsiDynix, Customer or a third party); and (iii) the Protected Materials, including the source and object codes, logic and structure, constitute valuable trade secrets of SirsiDynix and its third party providers. Customer agrees to secure and protect the Products consistent with the maintenance of SirsiDynix's and its third party providers' rights in the Products, as set forth in this Master Agreement.

2.9 Restrictions. Unless specifically permitted or licensed by SirsiDynix, Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Protected Materials, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Customer's employees and independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Master Agreement (except the Customer may grant access to public access catalogs to library users, other libraries, and third party entities); (iv) write or develop any derivative works based upon the Protected Materials; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof; (vi) use the Protected Materials to provide processing services to third

parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without SirsiDynix's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

2.10 Customer Data. SirsiDynix disclaims ownership of any and all Customer Data, all bibliographic, authority, item, fine, patron, and other data loaded to, created and/or entered into Customer's database or supplied to SirsiDynix by Customer. Notwithstanding Customer's ownership of Customer Data, at the end of the Term SirsiDynix shall only be obligated to provide to Customer extractable Customer Data at no additional charge in a supported MARC and/or ASCII delimited format. SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

2.11 License Grant by Customer. Customer grants to SirsiDynix a non-exclusive, royalty-free license, to use equipment, software, Customer Data or other material of Customer solely for the purpose of performing SirsiDynix's obligations under the Master Agreement.

2.12 Enforcement. Customer shall (i) ensure that all users of the Products comply with the terms and conditions of the Master Agreement, (ii) promptly notify SirsiDynix of any actual or suspected violation thereof and (iii) cooperate with SirsiDynix with respect to investigation and enforcement of the Master Agreement.

3. FINANCIAL TERMS

3.1.1 Fees and Payment Terms. The Customer shall pay the amounts set forth in the Quote. Subject to the provisions of the Quote, SirsiDynix may annually increase the fees of Subscription, Subscription Software and/or Maintenance upon 30 days written notice in advance. Invoices become past due 30 days after the invoice date. Interest accrues on past due balances at the higher of 1½% per month or the highest rate allowed by law. If Customer fails to make payments of any amount due under the Master Agreement, SirsiDynix will be entitled to suspend its performance upon ten (10) days written notice to Customer. **3.1.2** Unless expressly provided otherwise, amounts paid or payable for Software, Subscriptions, Subscription Software and Hardware are not contingent upon the performance of any Services.

3.2 Taxes. Customer agrees to pay any sales tax arising out of the Master Agreement, other than those based on SirsiDynix's net income. If Customer is tax-exempt, Customer agrees to send SirsiDynix a copy of its tax-exempt certificate upon execution of the Master Agreement. Customer agrees to indemnify SirsiDynix from any liability or expense incurred by SirsiDynix as a result of Customer's failure or delay in paying such sales tax due.

3.3 No Contingencies. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SirsiDynix regarding future functionality or features.

4. CONFIDENTIALITY

4.1 Non-Disclosure. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Master Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party.

4.2 Exceptions. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; (iv) has been independently developed by one party without reference to any Confidential Information of the other; (v) is information aggregated by SirsiDynix that no longer contains any personally identifiable information; or (vi) is required to be disclosed by

law provided the receiving party has promptly notified the disclosing party of such requirement and allowed the disclosing party a reasonable time to oppose such requirement. The parties acknowledge that Customer may be subject to freedom of information legislation and further acknowledges that such legislation may take precedence over the confidentiality provisions of this section as they apply to Customer.

5. PRIVACY

Customer represents and warrants that before providing personally identifiable information to SirsiDynix or its agents, it will comply with any laws applicable to the disclosure of personally identifiable information, including providing notices to or obtaining permission from third parties to allow sharing of their personally identifiable information with SirsiDynix under the Master Agreement. Customer will indemnify SirsiDynix for any breach of this representation and warranty. No personally identifiable information will be disseminated by SirsiDynix to any third parties, except as consented to by Customer or required by law.

6. INDEMNIFICATION

6.1.1 By SirsiDynix. SirsiDynix will defend or settle, at its option and expense, any action, suit or proceeding brought against Customer that the SirsiDynix Software (excluding Content and Third Party Products) infringe a third party's USA patent, registered copyright, or registered trademark ("Claim"). SirsiDynix will indemnify Customer against all damages and costs finally awarded which are attributable exclusively to such Claim, provided that Customer: (i) promptly gives written notice of the claim to SirsiDynix; (ii) gives SirsiDynix sole control of the defense and settlement of the Claim; (iii) provides SirsiDynix, at SirsiDynix's expense, with all available information and assistance relating to the Claim and cooperates with SirsiDynix and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with SirsiDynix. **6.1.2** SirsiDynix has no obligation to the extent any Claim results from: (i) Customer having modified the SirsiDynix Software or used a release other than the most current unaltered release of the SirsiDynix Software, if such an infringement would have been avoided by the use of such current unaltered release, (ii) Third Party Products and/or Content, or (iii) the combination, operation or use of the SirsiDynix Software with software or data not provided by SirsiDynix. **6.1.3** If it is adjudicated that the use of the SirsiDynix Software in accordance with the Master Agreement infringes any USA patent, registered copyright, or registered trademark, SirsiDynix shall, at its option: (i) procure for Customer the right to continue using the infringing SirsiDynix Software; (ii) replace or modify the same so it becomes non-infringing; or (iii) Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software. THIS SECTION STATES SIRSIDYNIX'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

6.2 By Customer. To the extent allowed by law, Customer shall defend or settle, at its option and expense, any action, suit or proceeding brought against SirsiDynix by a third party arising out of or in connection with: (i) any claim that Customer Data infringes on the intellectual property rights of a third party; (ii) any claim by a Customer user or (iii) any claim that Customer or a Customer's user is using the Product in a manner that violates the provisions of the Master Agreement. Customer's obligations under this section are contingent upon: (a) SirsiDynix providing Customer with prompt written notice of such claim; (b) SirsiDynix providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

7. WARRANTIES; REMEDIES; DISCLAIMERS

7.1 SirsiDynix Software. SirsiDynix warrants that, for a period of 90 days from the Go Live Date, the SirsiDynix Software, as updated by SirsiDynix and used in accordance with the Documentation and in the Operating Environment, will operate in all material respects in conformity with the Documentation.

If SirsiDynix Software does not perform as warranted, SirsiDynix shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify

SirsiDynix in writing of its claim. Provided that such claim is reasonably determined by SirsiDynix to be SirsiDynix's responsibility, SirsiDynix shall, within ninety (90) days of its receipt of Customer's written notice; (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from SirsiDynix, then SirsiDynix or Customer may terminate the affected SirsiDynix Software license and Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software at SirsiDynix's discretion. The preceding warranty cure shall constitute SirsiDynix's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein.

7.2 SirsiDynix Subscriptions. SirsiDynix warrants that Subscriptions, as used in accordance with the Documentation, will operate in all material respects in conformity with the Documentation.

7.3 Exclusions. SirsiDynix is not responsible for any claimed breach of any warranty caused by: (i) modifications made to the SirsiDynix Software by anyone other than SirsiDynix; (ii) the combination, operation or use of the SirsiDynix Software with any items that are not part of the Operating Environment; (iii) Customer's failure to use any new or corrected releases of the SirsiDynix Software made available by SirsiDynix; (iv) SirsiDynix's adherence to Customer's specifications or instructions; or (v) Customer deviating from the operating procedures described in the Documentation.

7.4 Third Party Products. SirsiDynix warrants that it is an authorized distributor of the Third Party Product and that with the execution of this Master Agreement and the applicable EULA, Customer will have the right to use such Product in accordance with the terms and conditions of the terms of this Master Agreement and the applicable EULA. SIRSIDYNIX MAKES NO OTHER WARRANTY WITH RESPECT TO ANY THIRD PARTY PRODUCTS. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS SHALL BE PURSUANT TO THE ORIGINAL LICENSOR'S WARRANTY, IF ANY, TO SIRSIDYNIX, TO THE EXTENT PERMITTED BY THE ORIGINAL LICENSOR. THIRD PARTY PRODUCTS ARE MADE AVAILABLE BY SIRSIDYNIX ON AN "AS IS, AS AVAILABLE" BASIS.

7.5 Hardware. SirsiDynix warrants that it is an authorized distributor of the Hardware. Hardware warranties shall be governed by the manufacturer's warranty. SIRSIDYNIX MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO HARDWARE OR HARDWARE MAINTENANCE. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH HARDWARE OR HARDWARE MAINTENANCE SHALL BE PURSUANT TO THE MANUFACTURER'S WARRANTY, IF ANY.

7.6 Disclaimers. THE WARRANTIES SET FORTH IN THIS MASTER AGREEMENT ARE IN LIEU OF, AND SIRSIDYNIX, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT OR THIRD PARTY PRODUCTS WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND CUSTOMER DATA AND THAT NO FORM OF ENCRYPTION IS FOOL PROOF. ACCORDINGLY, SIRSIDYNIX CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

8. EXCLUSION AND LIMITATION OF LIABILITY

8.1 TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE MASTER AGREEMENT) TO CUSTOMER FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THE MASTER AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 6 (Indemnification), WILL BE LIMITED TO THE FEES PAID BY CUSTOMER DURING THE PREVIOUS 12 MONTHS FOR THE PRODUCT WHICH IS THE SUBJECT MATTER OF THE CLAIM.

8.2 IN NO EVENT WILL SIRSIDYNIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT SIRSIDYNIX HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 NO CLAIM ARISING OUT OF THE MASTER AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION ARISES.

9. TERM AND TERMINATION

9.1 Term of Master Agreement. Subject to Section 10.12 below, the term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect for one year from the Effective Date, unless otherwise terminated earlier as provided hereunder. The Term of this Master Agreement may be renewed and continue in full force and effect as specified hereunder.

9.2 Product and Services Term. The respective initial term of Software Maintenance, Hardware Maintenance, Subscriptions, and Subscription Software as applicable, is specified in the Quote ("Initial Term"). The initial one-year term as specified in Section 9.1 of this Master Agreement ("Initial Term") shall automatically renew for six (6) consecutive one-year terms as set forth, and for the amounts set forth, in the Quote unless either party gives written notice 60 days prior to the end of any previous one-year term of its intention to terminate the Agreement. The Initial Term and renewal terms are referred to as the "Term".

9.3.1 Termination. Either party may terminate the Master Agreement immediately upon written notice if the other party commits a non-remediable material breach of the Master Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach. Where the non-breaching party has a right to terminate the Master Agreement, the non-breaching party may at its discretion terminate the Master Agreement or the applicable Quote. Quotes that are not terminated shall continue in full force and effect under the terms of this Master Agreement **9.3.2** Following termination of the Master Agreement, Customer agrees to certify that it has returned or destroyed all copies of the applicable Product and Confidential Information and acknowledges that its rights to use the same are relinquished. **9.3.3 Fees.** Customer acknowledges that, based on Customer's willingness to purchase Products for the Term, SirsiDynix has provided Customer with Products and Services at rates that represent a substantial discount from the rates that SirsiDynix would otherwise charge, along with certain other free or substantially discounted products or services. Customer therefore agrees that it is reasonable for Customer to pay a fee to SirsiDynix in the event of early termination for any reason, which becomes effective upon any date prior to the end of the last year of the Initial Term or prior to the end of any renewal term. Such fee shall be equal to 50% of the remaining value of the then-current Term of the Products or Services, as applicable. Customer agrees that damages suffered by SirsiDynix in the event of such early termination are difficult or impossible to determine and that the above amount is intended to be a reasonable approximation of such damages and not a penalty. Customer agrees that it will pay such amounts within thirty (30) days of any such early termination. Customer shall notify SirsiDynix in writing of its intent to terminate not less than sixty (60) days

prior to the date of termination and Customer shall not be eligible for any pro-rata credit or refund for unused partial year fees paid. **9.3.4 Non-Appropriation of Funds.** If for any given fiscal year the library loses all funding, the Master Agreement will be suspended at no penalty to Customer, upon SirsiDynix's receipt of written notice sixty (60) days prior to said suspension. Such notice will not relieve Customer of payments then owing. Customer shall not purchase similar materials, supplies, services, or items of equipment during the anticipated life of the terminated Master Agreement without notification to SirsiDynix and reinstatement of the terminated Master Agreement.

9.4. Suspension. SirsiDynix will be entitled to suspend any or all performance upon 10 days written notice to Customer in the event Customer is in breach of the Master Agreement. Further, SirsiDynix may suspend Customer's use of and access to all or a portion of the Subscriptions if, and so long as, in SirsiDynix's sole judgment, there is a security risk created by Customer that may interfere with the proper continued provision of services or the operation of SirsiDynix's network or systems. SirsiDynix may impose an additional charge to reinstate service following such suspension.

10. GENERAL PROVISIONS

10.1 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to power outages or failure of third party service providers. This provision does not relieve Customer of its obligation to make payments then owing.

10.2 Assignment. SirsiDynix may assign the Master Agreement and all of its rights and obligations herein without Customer's approval to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither party may otherwise assign or transfer the Master Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the above, SirsiDynix may fulfill its obligations hereunder through its affiliated companies.

10.3 Cooperation. Customer agrees to provide cooperation, which means assistance, information, equipment, data, a suitable work environment, timely access, and resources reasonably necessary to enable SirsiDynix to perform any and all installation, implementation, and services required to fulfill its obligations hereunder including but not limited to ensuring SirsiDynix has remote access. Failure to grant such cooperation shall allow SirsiDynix to deem the Product purchased by Customer to be fully accepted and delivered. In the event any delay in implementing Products is caused by Customer resulting in SirsiDynix incurring additional expenses, the Customer shall pay to SirsiDynix the amount of such additional expenses.

10.4 Delegation. SirsiDynix may subcontract or delegate any work under any Quote to any third party without Customer's prior written consent, provided however that SirsiDynix shall remain responsible for the performance of any such subcontractors.

10.5 Notice of U.S. Government Restricted Rights. If the Customer hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the US Government with U.S. Government federal funding, notice is hereby given that the Software is commercial computer software and documentation developed exclusively at private expense and is furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Master Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

10.6 Export. Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that the Software is not exported, directly or indirectly, in violation of United States law.

10.7 Non-solicitation. During the term of this Master Agreement and for a period of one year following its termination, neither party will solicit for

employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

10.8 Compliance. During the term of this Master Agreement and for a period of one year following its termination, SirsiDynix shall have the right to verify Customer's full compliance with the terms and requirements of the Master Agreement. If such verification process reveals any noncompliance by Customer, Customer shall reimburse SirsiDynix for the reasonable costs and expenses of such verification process incurred by SirsiDynix (including but not limited to reasonable attorneys' fees), and Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of SirsiDynix's termination rights and do not affect SirsiDynix's right to payment for Products and interest fees related to usage in excess of the License Metrics.

10.9 Notices. Any notice required or permitted to be sent under the Master Agreement shall be delivered by hand, by overnight courier, by email to SirsiDynix at legal@sirsidynix.com, or by email to Customer at any current Customer email address routinely used by SirsiDynix, or by registered mail, return receipt requested, to the address of the parties set forth in the Master Agreement or to such other address of the parties designated in writing in accordance with this subsection.

10.10 Relationship. The Master Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

10.11 Invalidity. If any provision of the Master Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10.12 Survival. The following provisions will survive any termination or expiration of the Master Agreement: sections 1, 2.7, 2.8, 2.10, 2.12, 3, 4, 5, 6, 7, 8, 9, and 10.

10.13 No Waiver. Any waiver of the provisions of the Master Agreement or of a party's rights or remedies under the Master Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties hereto of a breach or of a default under any of the provisions of the Master Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Master Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Master Agreement and shall not in any way affect the validity of the whole or any part of the Master Agreement or prejudice such party's right to take subsequent action.

10.14 Entire Agreement. The Master Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. Notwithstanding the precedence of this Master Agreement, any existing Customer License Metrics shall continue unless new License Metrics are identified in a Quote. No modification to the Master Agreement will be binding unless in writing and signed by an authorized representative of each party.

10.15 Third Party Beneficiaries. All rights and benefits afforded to SirsiDynix under the Master Agreement shall apply equally to the owner of the Third Party Products with respect to the Third Party Products, and such

third party is an intended third party beneficiary of the Master Agreement, with respect to the Third Party Products.

10.16 Governing Law and Venue. The Master Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in California to whose exclusive jurisdiction the parties hereby consent. In addition, the parties hereby waive any objection they may have based upon lack of personal jurisdiction, improper venue and/or "forum non conveniens".

10.17 Application of Laws. The parties agree that this contract is not a contract for the sale of goods; therefore, the Master Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology

Act ("UCITA"), or any references to the United National Convention on Contracts for the International Sale of Goods.

10.18 Counterparts. The Master Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Master Agreement, and that facsimile, electronic and/or .pdf scanned copies of signatures shall be as effective and binding as original signatures.

10.19 Headings and Drafting. The headings in the Master Agreement shall not be used to construe or interpret the Master Agreement. The Master Agreement shall not be construed in favor of or against a party based on the originator of the document.

10.20 Attorney's Fees. In the event a party seeks and obtains a remedy in the courts for its rights under this Master Agreement, the prevailing party in such litigation shall be entitled to its reasonable attorney's fees and cost.

END OF MASTER AGREEMENT

<p>City of National City 1243 National City Blvd. National City, California 91950-3314</p>	<p>Sirsi Corporation SirsiDynix Technology Centre 3300 N. Ashton Blvd. – Suite 500 Lehi, UT 84043</p>
<p>By:  Ron Morrison, Mayor</p>	<p>By:  (Name) William Davison, Jr. (Print) CEO (Title)</p>
<p>APPROVED AS TO FORM:  Claudia Gacitua Silva City Attorney</p>	<p>By:  (Name) John Martin (Print) VP of Finance (Title)</p>
<p>Date: February 3, 2015</p>	<p>Date: November 3, 2014</p>

Exhibit A - DEFINITIONS

“Circulation” means the checkout of a Library Item to a patron, the checkout of a Library Item for the purpose of tracking in-library usage, the renewal of a Library Item, or an action functionally identical to any of the preceding acts.

“Confidential Information” means information of SirsiDynix and/or its licensors includes but is not limited to all trade secrets, software, source code, object code, specifications, as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of SirsiDynix and its licensors relating to or embodied in the Software or Documentation, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. SirsiDynix's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of SirsiDynix. Confidential Information does not include that the Customer uses SirsiDynix Products.

“Content” means any information, data, text, software, music, sound, photographs, graphics, video messages or other material which Customer receives through a Subscription.

“Customer Data” means any electronic data, information or material provided or submitted by Customer (including the Customer's patrons and users) to SirsiDynix through a Subscription or Services, or which Customer (including the Customer's patrons and users) enters into the Subscription or Services or has entered on its behalf, or which SirsiDynix is otherwise given access to under the Master Agreement. Customer Data does not include non-personally identifiable information aggregated by SirsiDynix.

“Documentation” means the user instructions, release notes, manuals and on-line help files made available by SirsiDynix regarding the use of the applicable Product.

“Effective Date” is defined in section 1.1.

“Error” means a material failure of a Product to conform to its functional specifications described in the Documentation.

“EULA” means the end user license agreement that accompanies the Third Party Product, which governs the use of or access by Customer to the applicable Third Party Product.

“Go Live Date” means the date on which the Products are substantially ready for operational use for normal daily business.

“Hardware” means the physical hardware and equipment manufactured by third party providers and sold to Customers by SirsiDynix.

“Intellectual Property” means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which SirsiDynix has created, acquired or otherwise has rights in, and may, in connection with the performance of obligations hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

“Internal Business Purposes” means Customer's internal use but does not include (1) sharing Confidential Information or Intellectual Property with third parties without SirsiDynix written consent or (2) integration of third party

products by any means into Software, Subscriptions or Subscription Software without additional SirsiDynix license.

“License Metrics” means limits on Product usage as set forth in the Quote such as Titles, Circulation, Users, students, seats, and reports.

“Maintenance” means the technical support and, with respect to Software, the provision of Updates for the level of support services purchased from SirsiDynix, all of which are provided under SirsiDynix's support policies in effect at the time the Services are provided, which may be modified from time-to-time by SirsiDynix in its sole discretion. A current version of such Support Policies can be found under “SirsiDynix Support Policies” (Document ID 125773) at <http://support.sirsidyndix.com>.

“Operating Environment” means SirsiDynix-recommended hardware, operating system, middleware, database products and other software on which the Software will operate.

“Professional Services” means data conversion, implementation, site planning, configuration, integration and deployment of the Software or Subscriptions, training, project management and other consulting services.

“Products” means Software, Subscriptions, Subscription Software, Services and Hardware.

“Protected Materials” means Software and work product provided by SirsiDynix under Services, Subscriptions, Subscription Software and SirsiDynix's or its licensors' Intellectual Property and Confidential Information.

“Quote” is defined in Section 1.3.

“Services” means those services provided or arranged by SirsiDynix including but not limited to specific SirsiDynix Products such as (i) Professional Services; and (ii) that part of Maintenance that is technical support, excluding the provision of Updates.

“SirsiDynix Software” means each SirsiDynix-developed and/or SirsiDynix-owned software product in machine-readable object code (not source code), the Documentation for such product, and any Updates thereto.

“Software” means the SirsiDynix Software and Third Party Software.

“Subscriptions” means the provision of access by SirsiDynix or its hosting providers to Software and/or Content from a server farm that is comprised of application, data and remote access servers, including associated offline components including but not limited to cloud services and web access to Content.

“Subscription Software” means Subscriptions hosted by Customer. Customer does not have a license in Subscription Software.

“Term” is defined in section 9.2.

“Titles” means the number of unique records for an electronic, virtual, and/or physical item which may be used by a library patron, such as a bibliographic, MARC, visual material, serial or Dublin Core record, created on the Software or Subscription. Multiple items, representing either identical items or volumes in a set, may be included in a single Title.

“Third Party Products” means software or content including documentation and updates if any, owned by an entity other than SirsiDynix and provided by SirsiDynix in connection with Products.

“Updates” means the error corrections, releases, updates, modifications or enhancements subsequently developed that SirsiDynix makes generally available to its customers as part of Maintenance on a when and if available basis. Updates exclude new products, modules, platform or functionality for which SirsiDynix charges a separate fee.

“Users” means Customer's employees or agents who have been issued user names and passwords by Customer to use the Products. Each such User shall be one person, and user names and passwords cannot be shared or used by more than one person.



Quote 61665 for:

City of National City

Cloud Migration

Prepared by:

Jim Schwieters
Regional Sales Manager-West
SirsiDynix

Quote Date: October 23, 2014

Quote Valid Until: February 28, 2015

This quote is hereby fully incorporated into the Master Agreement.
SirsiDynix Copyright 2014 - All Rights Reserved

Quote Information

General

Your Enriched Content will continue unchanged and is not recorded in this quote. In 2014-15 the Enriched Content cost is \$1,406.23.

This quote is hereby fully incorporated into the Master Agreement.

SirsiDynix Copyright 2014 - All Rights Reserved.

Purchase Details

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

Component	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Horizon SaaS subscription	24,910	19,930	20,300	20,690	21,090	21,480	21,890
Services	9,050	-	-	-	-	-	-
Remote Patron Authentication	2,430	1,430	1,460	1,480	1,510	1,540	1,570
Discount	(5,804.26)	-	-	-	-	-	-
Total	30,585.74	21,360	21,760	22,170	22,600	23,020	23,460

Initial Term of Maintenance and SaaS Services: One (1) Year, with Six (6) One-Year Renewal Options
Initial Term Annual Price Increase Cap for SirsiDynix Products/Services: 1.9% annual price increase cap until Term renewal

Customer's usage is subject to limitations that can be found in the Terms and Conditions section at the end of the Quote.

The above price increase cap covers all Customer's active Products. However, SirsiDynix reserves the right to adjust Initial Term pricing for Third Party/integrated products/services if a Third Party vendor increases pricing for Third Party/integrated products/services by more than 10% in a given calendar year.

Any applicable discount shall be applied on final payment. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Master Agreement, unless such additional terms are statutorily required of the Customer.

This Purchase Details section may not include pre-existing obligations for ongoing Products not listed in the Quote.

This quote is hereby fully incorporated into the Master Agreement

SirsiDynix Copyright 2014 - All Rights Reserved

Detailed Pricing

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

Component	Price
Horizon SaaS subscription	
Horizon SaaS	20,410
Cataloging	Included
Circulation	Included
Public Access	Included
Z39.50 server	Included
Authority control	Included
Backup circulation	Included
Reports	Included
Horizon SaaS SIP2 Interface Per Certified Vendor	410
SaaS User Level - 25 Staff seats	Included
BLUEcloud Analytics, Annual Subscription	4,090
Total Horizon SaaS subscription	24,910
Services	
Installation	8,330
Training	720
Total Services	9,050
Remote Patron Authentication	
SaaS Remote Patron Authentication (RPA)	1,430
Installation and Training	1,000
Total Remote Patron Authentication	2,430
Discount	
Customer Loyalty Discount	(4,980)
Web Reporter/Director's Station Credit	(824.26)
Total Discount	(5,804.26)
QUOTE TOTAL	30,585.74

This quote is hereby fully incorporated into the Master Agreement and Schedules
SirsiDynix Copyright 2014 – All Rights Reserved.

Component Descriptions

Horizon SaaS subscription

Horizon SaaS

Horizon SaaS SIP2 Interface Per Certified Vendor

SirsiDynix Certified Solutions Providers offer SIP2-certified products to our customers. We certify that their products are compliant. This interface is priced per vendor.

SaaS User Level - 25 Staff seats

BLUEcloud Analytics, Annual Subscription

Minimum requirements: Symphony 3.3.1 or Horizon 7.3.3. BLUEcloud Analytics provides a web-based, cloud-hosted suite of data-mining and OLAP tools with the following functionality:

- Unique view of data warehouse for analysis of your institution, collections, and users
- Supports advanced and predictive analysis to establish trends and patterns
- Presentations for effectively communicating to boards and administrators
- Drill anywhere capabilities, users can view summary-to-detail-level data
- Robust security, flexible information distribution/collaboration, and easy self-service analysis
- Ability to print, download, and e-mail data and graphs in a variety of formats (Microsoft Excel® and PowerPoint®)

Services

Installation:

Product Delivery

SIP2 Additional Port Configuration

Configuration of additional port for SIP2.

BLUEcloud Analytics Installation

Horizon Platform Migration to Horizon SaaS (MSSQL)

Migration includes creation of database in the Horizon SaaS and migration of data as it exists in current Horizon database. Customer must currently be running Microsoft SQL Server.

Horizon Information Portal Migration to Horizon SaaS

Migration includes installation of Horizon/Dynix Information Portal software and migration of portal database, xsl, images and logos. We migrate HIP configuration as done through the HIP admin tools. Any work outside of the HIP admin tool is considered custom and not guaranteed to work after the migration to SAAS. We will give a

This quote is hereby fully incorporated into the Master Agreement.

SirsiDynix Copyright 2014 - All Rights Reserved.

Component Descriptions

best effort policy in trying to make these work.

Horizon/Dynix Information Portal Platform Migration (remote)

Migration includes installation of Horizon/Dynix Information Portal software and migration of existing Horizon Information Portal database. Each server must be the same operating system platform. (i.e. Windows, Solaris, etc)

Project Management

Core Module Add On (Tier 2)

Tier 2 Project Management Services for the implementation of new/additional modules either during an ILS Migration or as a standalone add on order for a current customer, including: Acquisitions, Homebound, Inventory, Media Scheduling, Reserves, Serials, SIP/NCIP, Classified Accountability, Language Pack, Materials Booking, 9xx Interface, SmartPort, EDI, Reference Librarian, Languages, PocketCirc, Outreach, VIP, SchoolRooms Add'l Licenses, Web Reporter Add'l Licenses.

Project Management - BLUEcloud Analytics

Project Management Services for the implementation of BLUEcloud Analytics.

Horizon Platform Migration

Project Management Service for a Horizon Same OS and Same Database Platform Migration. Project Management Service includes a project management resource who will do the following during the standard, active implementation period of the project: act as the primary SirsiDynix Contact; hold weekly progress calls (as needed) with the customer; coordinate SirsiDynix resources; and transition the customer to client care once the new platform has been implemented.

Non-ILS Platform Migration

Project Management Service for OPAC, WebReporter, SIP, TM3, Director's Station, or other non-ILS Platform Migration, (if included as part of a regular priced Standard platform migration or a regular priced non-ILS platform migration). Project Management Service includes a project management resource who will do the following during the standard, active implementation period of the project: act as the primary SirsiDynix Contact; hold weekly progress calls (as needed) with the customer; coordinate SirsiDynix resources; and transition the customer to Client Care once the new platform has been implemented.

Training:

BLUEcloud Analytics - Admin Training, Private

Eight seats in a private distance instructor-led course for BLUEcloud Analytics Admin.

This quote is hereby fully incorporated into the Master Agreement

SirsiDynix Copyright 2014 - All Rights Reserved

Component Descriptions

BLUEcloud Analytics - Reports Training, Private

Eight seats in a private distance instructor-led course for BLUEcloud Analytics Reports.

Remote Patron Authentication

SaaS Remote Patron Authentication (RPA)

RPA Platform Migration to SaaS (remote)

Migration includes creation of an RPA service instance in the SaaS environment and migration of data as it exists in current RPA database.

This quote is hereby fully incorporated into the Master Agreement.

SirsiDynix Copyright 2014 - All Rights Reserved.

Terms and Conditions

Other Terms

Current Contract License Limits:

SirsiDynix SaaS Services are based upon annual circulation and Staff Users. You may use the SaaS Services for up to 340,000 annually circulated items and up to 25 Staff Users; an increase in either circulation or Staff Users requires additional licensing fees.

SIP2 is based upon certified vendors. You are authorized for 1 certified vendors; an increase in the number of certified vendors requires additional fees.

"Go Live Date" means, with respect to the SirsiDynix Software license orders, the date on which the SirsiDynix Software is available for operational use for normal daily business, including searching the public access catalog and circulating materials.

Maintenance must be ordered for all copies of the Software and for all elements of the Software which are used conjunctively by Customer. Customer's System shall remain within two (2) previously released software versions of the most recent version of the software at all times or an additional maintenance surcharge service charge will be added to the maintenance renewal.

Customer shall not integrate products offered by third parties into Software, Subscriptions or Subscription Software without additional license from SirsiDynix.

SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

Payment Terms

The term of any quoted products is for no less than one (1) year, with six (6) one-year renewal options and shall automatically renew for the length of the Initial Term. Subsequent years' Support, Maintenance and Subscription fees are to be paid annually in advance. Following the first year of System operation, Maintenance and Subscription fees will be subject to annual increases. Any discounts that may be listed on this quote will be applied to the final invoice. Unless otherwise specifically stated in writing, products and/or services purchased at promotional prices or with promotional discounts do not qualify for such discounts or limitations on price increases for subsequent years.

SirsiDynix Software license fees

- 100% due upon installation of client SirsiDynix Software on Customer's system

Subscriptions fees

- 100% SirsiDynix Enterprise Subscription and Subscription Software fees are due upon contract signing and will be invoiced immediately. The annual subscription initial use and anniversary date is the Effective Date of the contract
- 100% of first year's Subscription(s) (excluding SirsiDynix Enterprise Subscription and Subscription Software fees) due at installation

Maintenance fees

- 100% of first year's Maintenance due at installation of Software

Services/Training

- 50% due upon completion of first data test load, where a test load is part of the services
- 100% of the remainder due upon completion of services/training

SaaS Migration

- 100% of total for Services and first year Subscription fees due on date of initial live use of SaaS Services.

Payment/Invoices while Migrating to the Cloud/SaaS - During the transition from a locally hosted system to a

This quote is hereby fully incorporated into the Master Agreement

SirsiDynix Copyright 2014 - All Rights Reserved

Terms and Conditions

Cloud/SaaS services, annual Maintenance for the locally hosted system must be timely paid for the entire invoiced period to avoid interruption in receiving support and updates. Once your Cloud/SaaS services "Go Live," SirsiDynix will issue a pro rata credit for the unused portion of the previously paid Maintenance to be used against future billings.

Any reference to license metrics and/or licensed amounts included in this quote shall be applicable only to the Products and/or services mentioned in this quote. This document and any software or professional services associated with this document are hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer. If there is no current agreement between the parties, the terms and conditions of the current SirsiDynix Master Software License and Services Agreement shall be deemed the controlling Agreement between the parties, a copy of which shall be furnished upon Customer's request. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Agreement, unless such additional terms are statutorily required of the Customer. In the event of a conflict, the terms, payment terms, discounts, product lists and/or statement of work contained within this document shall take precedence over the current Agreement between the parties. In the event Customer desires or requires updated terms and conditions for the continuing business relationship with SirsiDynix, please contact your regional Sales Representative.

This quote is hereby fully incorporated into the Master Agreement.


SirsiDynix Copyright 2014 - All Rights Reserved

Terms and Conditions

Customer Signature:

Sirsi Corporation

City of National City

By: 
(Ron Morrison, Mayor)

By: 
(Bill Davison)

Name: _____
(Printed)

Name: William Davison, Jr.
(Printed)

APPROVED AS TO FORM:

Job Title: CEO


Claudia Gacitua Silva
City Attorney

By: 
(John Martin)

Name: John Martin
(Printed)

Job Title: VP of Finance

This quote is hereby fully incorporated into the Master Agreement

SirsiDynix Copyright 2014 - All Rights Reserved.

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA AUTHORIZING THE COUNCIL TO WAIVE THE FORMAL BID PROCESS PURSUANT TO SECTION 2.60.110(B)(3) OF THE NATIONAL CITY MUNICIPAL CODE AND AUTHORIZING THE MAYOR TO EXECUTE A ONE-YEAR AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND SIRSIDYNIX IN THE AMOUNT OF \$19,473, WITH FOUR ONE-YEAR AUTOMATIC RENEWALS WITH THE ABILITY TO OPT-OUT, FOR A FIVE-YEAR TOTAL AMOUNT NOT TO EXCEED \$99,102.77 TO COVER THE COSTS ASSOCIATED WITH THE CLOUD HOSTED SOLUTION (SAAS) FOR THE NATIONAL CITY PUBLIC LIBRARY'S INTEGRATED LIBRARY SYSTEM (ILS)

WHEREAS, SirsiDynix Horizon is the Integrated Library System (ILS) used for various functions at the National City Public Library, such as cataloging, acquisitions, reserves, etc.; and

WHEREAS, the current vendor, SirsiDynix, provides a cloud-based ILS which has proved to be cost effective, providing vendor support for hardware and software, improving the functionality of the system, and making system use and processes easier and more efficient for staff and patrons; and

WHEREAS, staff recommends entering into an Agreement with SirsiDynix to continue the cloud-based ILS service for a term of one year in the amount of \$19,473, with four one-year automatic renewals with the ability to opt-out, for a five-year total not to exceed \$99,102.77; and

WHEREAS, Section 2.60.110 (B)(3) of the Municipal Code authorizes waiving the formal bid process because, in the case of technology and computer systems and software acquisition, delay would unduly impair or jeopardize the city's ability to efficiently operate its data management systems.

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

Section 1: Authorizes waiving the formal bid process pursuant to section 2.60.110(B)(3) of the National City Municipal Code and authorizes the Mayor to execute an Agreement with SirsiDynix for a term of one year in the amount of \$19,473 with four one-year automatic renewals with the ability to opt-out, for a five-year total not to exceed \$99,102.77.

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

PASSED and ADOPTED this 1st day of March, 2022.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, 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, California, authorizing the City Manager to enter into an agreement between the City of National City \(“City”\) and National City Living History Farm Preserve \(“NCLHFP”\) for maintenance and operation of the Stein Farm for a 60-month period from March 1, 2022 to February 28, 2027 and authorizing the establishment of a Cultural Assets fund appropriation of \\$5,000 and use of the Cultural Assets fund for maintenance and operating costs. \(Library and Community Services\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: March 1, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City, California, authorizing the City Manager to enter into an agreement between the City of National City ("City") and National City Living History Farm Preserve ("NCLHFP") for maintenance and operation of the Stein Farm for a 60-month period from March 1, 2022 to February 28, 2027 and authorizing the establishment of a Cultural Assets fund appropriation of \$5,000 and use of the Cultural Assets fund for maintenance and operating costs.

PREPARED BY: Joyce Ryan

DEPARTMENT: Library & Community Services

PHONE: 619-470-5882

APPROVED BY: 

EXPLANATION:

Since 1992, National City Living History Farm Preserve (NCLHFP) has maintained and operated the Stein Farm property at 1808 "F" Avenue in National City. NCLHFP had an agreement with the City which ended in 2007. Since then, NCLHFP has been a hold-over tenant. They have continued maintaining and operating the property in accordance with the prior agreement.

This agreement provides for assistance with maintenance and operation of the property and its function. An addition to this agreement is the \$5000 in funds for assistance with maintaining and operating the property. In addition, the City is also taking over the funding of the water bill.

Please see attached staff report.

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

104-431-000-650-0000 (Agency Contributions – Cultural Assets)

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review. PRC 21065.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Approve the resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Staff Report
2. Maintenance & Operating Agreement
3. Resolution



City Council Staff Report

March 1, 2022

ITEM

Resolution of the City Council of the City of National City, California, authorizing the City Manager to enter into an agreement between the City of National City (“City”) and National City Living History Farm Preserve (“NCLHFP”) for maintenance and operation of the Stein Farm for a 60-month period from March 1, 2022 to February 28, 2027 and authorizing the establishment of a Cultural Assets fund appropriation of \$5,000 and use of the Cultural Assets fund for maintenance and operating costs.

BACKGROUND

Since 1992, National City Living History Farm Preserve (NCLHFP) has maintained and operated the Stein Farm property at 1808 “F” Avenue in National City. For thirty years, they have shown dedication to the preservation of the Stein Farm and commitment to educating the City’s residents and students about local history. As part of the Stein Farm educational exhibits, NCLHFP has taken on responsibility for the care of many animals that enhance the farm environment and exhibits. The Stein Farm received approximately 6000 visitors pre-COVID, including students from the ten local elementary schools. Typically, 20-30 local high school students volunteer for service hours at the location annually.

In addition to the main Victorian farmhouse, NCLHFP also maintains the Stein Farm barn (the oldest barn in San Diego County), the restrooms at 1810 “F” Avenue, and a Victorian house moved to the property in 2018 from 1904 “F” Avenue which is currently under restoration at no cost to the city.

The NCLHFP has also re-introduced a fruit orchard that had once been on the property. This orchard features various historic varieties of avocado, fig, persimmon, apple, plum, cherry, apricot, peach and nectarine trees. Annually, the trees produce two tons of fruit that is distributed to city seniors, families and food bank groups.

EXPLANATION

National City Living History Farm Preserve had an agreement with the City which ended in 2007. Since then, NCLHFP has been a hold-over tenant. They have continued maintaining and operating the property in accordance with the prior agreement.

This agreement also provides for assistance with maintenance and operation of the property and its function. An addition to this agreement is the \$5000 in funds for assistance with maintaining

and operating the property. The City is also taking over the funding of the water bill. (The average Stein Farm water bill is approx. \$200 per month, depending on the time of year.)

Currently, City staff are seeking input from the community on the uncommitted American Rescue Plan Act (ARPA) funds in a variety of ways including kiosks, an open house, and an online survey. The improvement of National City’s cultural assets, including Stein Farm, is included in the public participatory budgeting survey accessible via the City’s website through March 21, 2022. If selected, a portion of these ARPA funds could be used to help assist with improvements to the property that may enhance its long-term functionality.

Stein Farm volunteers and City staff will be completing a formal inventory of all property and will update Attachment A when completed. A partial inventory has already been done.

Not included in this agreement is the small parcel that, although traditionally part of the Stein Farm property, is not accessible to the public (please see Exhibit A for property included in this agreement). This parcel includes a small rental property. The dispensation of this small parcel will be brought to City Council at a subsequent meeting.

RECOMMENDATION

Adopt a resolution authorizing the City Manager to enter into a new agreement between the City of National City (“City”) and National City Living History Farm Preserve (“NCLHFP”) for maintenance and operation of the Stein Farm for a 60-month period from March 1, 2022 to February 28, 2027 and authorizing the establishment of a Cultural Assets fund appropriation of \$5,000 and use of the Cultural Assets fund for maintenance and operating costs.

FISCAL IMPACT

Adoption of the resolution will have fiscal impact on the General Fund of up to \$5000 per year, and the cost of the Stein Farm water bill.

**MAINTENANCE AND OPERATING AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
NATIONAL CITY LIVING HISTORY FARM PRESERVE**

This Maintenance and Operating Agreement (the "Agreement") is entered into as of March 1, 2022 by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and National City Living History Farm Preserve, a California non-profit corporation ("NCLHFP").

RECITALS

- A. WHEREAS, the CITY owns the improved real property commonly known as "Stein Farm," located at 1808 "F" Avenue, National City, California 91950 (the "Property"). The improvements on the Property are referred to as the "Stein Farm House" and the "Stein Farm Barn." The property shall also include the restrooms at 1810 "F" Avenue and the Victorian House relocated onto the property from 1904 "F" Avenue. A legal description of the Property is attached hereto as Exhibit "A" and incorporated herein by reference; and
- B. WHEREAS, Article 11, Section 7 of the California Constitution empowers the City to provide for the health and welfare of its residents; and
- C. WHEREAS, the CITY desires to enter into a Maintenance & Operating Agreement due to the special services to be performed under this Agreement for the CITY and to facilitate a more collaborative relationship between the CITY and the operator of the Property; and
- D. WHEREAS, one of the goals of the CITY's General Plan is to develop educational experiences capable of promoting the cultural heritage of the CITY and lifting the spirits of residents and visitors to National City; and
- E. WHEREAS, the CITY desires the services of an organization to maintain and operate the Property in a manner beneficial to the public; and
- F. WHEREAS, the CITY has determined that NCLHFP is a qualified, non-profit corporation experienced in running a living history farm; and
- G. WHEREAS, the CITY wishes to have NCLHFP continue to maintain and operate the Property as an educational farm and museum for the community's benefit, and NCLHFP is willing to operate and maintain the property for such a purpose.

NOW, THEREFORE, in consideration of the foregoing facts, and in consideration of the promises and covenants hereinafter set forth, the parties agree as follows:

ARTICLE 1 TERM OF AGREEMENT

1.1 Term. The term of this Agreement shall be sixty (60) months, commencing March 1, 2022 (the "Commencement Date") and expiring on February 28, 2027.

1.2 Option to Extend Term. If NCLHFP is not in default of any provision of this Agreement upon the expiration of the Term described in Article 1.1, the City Manager or designee may extend the term for up to three (3) additional sixty (60) month periods. The initial sixty-month term, and any extension pursuant to this Article 1.2 shall collectively be referred to hereafter as the "Term."

ARTICLE 2 THE PROPERTY

2.1 License for Use of Property. The CITY grants NCLHFP a revocable license to enter and operate the Property for the purpose of operating a public educational farm and museum for the benefit of National City residents and visitors. NCLHFP's revocable license is subject to the covenants and requirements of this Agreement as of the Commencement Date.

2.2 Ownership of Personal Property and Improvements. The rights and obligations of the parties regarding the ownership of personal property and improvements on the Property shall be as follows:

2.2.1 Ownership of Personal Property. All improvements existing on the Property (Improvements), together with all fixtures permanently attached to the Property (Fixtures), as of the Commencement Date shall remain the property of the CITY during the Term. NCLHFP shall not remove any Improvements or Fixtures from the Property and shall also not waste, destroy, or modify any Improvements or Fixtures on the Property, except as permitted by this Agreement. Items listed in Attachment A of this Agreement –Personal Property of NCLHFP – shall not be considered Improvements or Fixtures and shall remain the personal property of NCLHFP. NCLHFP may amend Attachment A in writing which must then be approved by the City Manager. Written approval or denial of amendments to Attachment A will be presented within 30 days of receipt of a written request for amendment of Attachment A.

2.2.2 Ownership of Improvements and Equipment. All improvements made to the property by the NCLHFP shall become the property of the CITY.

ARTICLE 3 PERMITTED USE

3.1 Purpose. The parties intend that the operation of the Property by NCLHFP will provide an opportunity for the community to experience life on a turn-of-the-century farm and provide historical and educational experiences for the children and citizens of National City.

3.2 Operations Plan. NCLHFP will submit a written operations plan to the CITY that addresses all aspects of maintaining and operating the Property. This written operations plan must include, but will not be limited to, descriptions of the following:

- 1) Hours of operation;
- 2) Proposed activities or facilities available to the public;
- 3) The number of employees, volunteers, or long term caretakers on staff;
- 4) Visitor safety and property security;
- 5) Capital improvements;
- 6) Property, building, equipment and preservation of grounds;
- 7) Sources of funding, fundraising plan;
- 8) Community outreach;
- 9) Parking;
- 10) Lighting;
- 11) Handicap accommodations;
- 12) Facility rentals to third parties.

3.3 Hours of Operation. NCLHFP shall open the Property to the general public on Saturdays from 10 a.m. to 2 p.m. and also for public special events scheduled in advance of the event. NCLHFP shall post, in a location visible from either East 18th Street or "F" Avenue, the Property's hours of operation.

3.3.1 Barn Activities Prohibited. NCLHFP, and any third party who uses the Property, shall prohibit members of the public from entering the barn or from coming within 25 feet of the barn. The CITY may assist the NCLHFP in the securing of grants and/or other funding for the restoration of the barn.

3.4 Service Fees. NCLHFP shall not provide programs and services for profit. However, NCLHFP may charge fees for classes and programs offered to school groups and the community to offset costs incurred by NCLHFP in its maintenance and operation of the Property. Any fees charged under this Article 3.4 must be approved by the City Manager or designee. The public shall pay no fee to gain access to the Property during those hours of operation listed in this Article 3.

3.5 Reporting by NCLHFP. NCLHFP shall provide reports to the CITY every six months that identify the total number of: (a) National City residents who participated in NCLHFP events; (b) participants and volunteers who participated in NCLHFP events;

(c) events and programs coordinated by NCLHFP; (d) capital projects completed; (e) operating and maintenance plans; and (f) any other relevant statistics. The information required to appear in these reports by this Article 3.5 will be referred to as "Statistical Information." Each report will include all previous years' worth of Statistical Information, if any. NCLHFP will deliver an annual report to the CITY at a City Council meeting and at a mutually agreeable date and time.

3.6 Annual Budget. NCLHFP shall provide the CITY with a proposed budget for NCLHFP's estimated maintenance and operating expenses for the Property by January 1st of each year during the Term. NCLHFP shall provide to the CITY an audited financial report and tax returns, forty-five (45) days following December 31st of each year during the Term.

3.7 Reimbursable Maintenance and Upkeep. The City agrees to reimburse NCLHFP an annual amount not to exceed \$5,000 for expenses related to the maintenance and upkeep of the Property. NCLHFP shall make a written request for reimbursement to the City Manager or their designee. This written request must be supported by receipts for purchases or maintenance and upkeep services rendered on the Property. Requests for reimbursement will be approved or denied within 7 business days. Once approved, payment will be issued within 45 days of approval.

3.8 Volunteer Management. NCLHFP may utilize volunteers to operate the Property, and in providing the Projects required by this Agreement. NCLHFP is responsible for recruiting, training and managing all volunteers on the Property. Volunteers are considered the responsibility of NCLHFP for the purpose of workers compensation or general liability. NCLHFP is responsible for ensuring that volunteers are apprised of the obligations and requirements contained within this Agreement.

3.9 Alcohol Use. NCLHFP, or third parties with permission from NCLHFP, may hold events on the Property where alcoholic beverages are served. Alcoholic beverages shall be served subject to the following requirements:

- Alcohol will not be served during youth programming under any circumstances.
- Alcohol will be served in limited areas of the Property, designated by NCLHFP in advance, and approved by the City Manager or designee.
- Alcoholic beverages must be served by a licensed bartender, with a copy of the bartender's license on the Property.
- The event host must obtain approval from the state Department of Alcoholic Beverage Control to serve alcohol.
- The event host is responsible for all guest behavior during and following the service of alcohol.

- “Last call” for service of alcohol shall be at least thirty (30) minutes prior to the scheduled end of the event.

When third parties (with permission from NCLHFP) serve alcoholic beverages, the following additional requirements shall apply:

- The party shall provide the CITY proof of liability insurance acceptable to the City’s Risk Manager.
- The third party shall provide two licensed security guards for every 100 guests registered to attend the event.
- NCLHFP shall reserve the authority to immediately terminate an event if NCLHFP determines, in its sole discretion, the third party has not complied with any requirement of this Article 3.8.
- NCLHFP shall provide the CITY a copy of their third party rental agreement template for approval.

3.10 Consideration. NCLHFP’s payment of \$1.00 to the CITY, in addition to its performance under the remainder of this Agreement, shall serve as the sole consideration due the CITY for NCLHFP’s license to use and operate the Property.

3.11 Compliance with Laws. NCLHFP, at its sole expense, shall procure, maintain and hold available for the CITY’s inspection any governmental license or permit required for the proper and lawful conduct of NCLHFP’s operation of the Property. NCLHFP shall not use the Property for any use or purpose in violation of the laws of the United States of America, or the laws, ordinances, regulations, orders or requirements of the State of California, the County of San Diego, the CITY, or of other lawful authorities. NCLHFP shall, at its sole expense, comply with all applicable statutes, laws, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the Term (Laws or Orders), regulating the use by NCLHFP of the Property.

3.11.1 Any programs, activities, or events that are not provided for in this Agreement may, in the CITY’s sole discretion, require a Temporary Use Permit (TUP) or other permit as required by the CITY.

3.11.2 Cannabis Cultivation Prohibited. Notwithstanding any other provision in this Agreement, or in this Article 3.11, NCLHFP shall neither cultivate, nor allow the cultivation of, cannabis at the Property.

ARTICLE 4 UTILITIES AND INSPECTIONS

4.1 Utility Services. The CITY shall be responsible for maintaining reasonable utility services to the Property. The CITY shall pay for all water and sewer charges. NCLHFP shall provide and pay for all utilities or services necessary for its use and operation of the Property during the Term, including electricity, trash, and any other utility charges. NCLHFP shall pay directly to the applicable utility company such charges as they are responsible for.

4.2 Responsibility for Inspections. NCLHFP acknowledges and accepts that this maintenance and operations agreement gives rise to required inspections, necessary for the legal operation of the Property. NCLHFP agrees to be responsible for all costs of required and necessary inspections. These include but are not limited to annual fire inspections and annual backflow device inspections and/or any other inspection as is required by law during the Term of this Agreement. CITY may request proof of inspections completed and said proof must be provided within 15 business days of the request.

ARTICLE 5 REPAIRS; MAINTENANCE

5.1 NCLHFP Repair and Maintenance Obligations. NCLHFP acknowledges that it has made a thorough inspection of the Property and that it accepts the Property “as-is” as of the Commencement Date. At NCLHFP’s own cost and expense, NCLHFP shall repair, replace, and maintain the Property in good, tenable condition as necessary. NCLHFP shall not be obligated to repair or replace damage to the Property caused by ordinary wear and tear. NCLHFP shall maintain the Property in an accessible manner for use by individuals with disabilities and comply with federal and state law regarding accessibility, including but not limited to the Americans with Disabilities Act and California’s Disabled Persons Act. Other than repair work in emergency situations not exceeding Three Thousand and no/100 Dollars (\$3,000), NCLHFP shall not perform any repair work without the CITY’s prior written consent. As used in this Article 5.1, “emergency” means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services. All emergency repairs performed by the City on the Property are governed by Public Contract Code Section 22050. NCLHFP’s obligations under this Article shall apply regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or noncapital, or the fault or not the fault of NCLHFP, its agents, employees, volunteers, invitees, visitors, or contractors. All replacements made by the NCLHFP shall be of like size, kind, and quality to the items replaced.

5.2 CITY Repair and Maintenance Obligations. For any repair and maintenance work exceeding Three Thousand and no/100 Dollars (\$3,000), the CITY will consider the nature and priority of the work and available funding to determine if and when such repairs will be completed.

5.3 CITY Right to Inspect; CITY Not Obligated to Repair or Maintain. NCLHFP shall permit the CITY to enter the Property at all times during usual hours of operation to inspect the Property. Any entry pursuant to this Article 5.3 shall not unreasonably interfere with NCLHFP's operation of the Property. However, nothing contained in this Article 5 shall create any duty on the part of the CITY to do any work which, under any provision of this Agreement, NCLHFP may be required to do.

ARTICLE 6 IMPROVEMENTS; ALTERATIONS

6.1 Alterations. NCLHFP may alter, replace, add to, change, or construct additional improvements to the Property (collectively, "Alterations") as NCLHFP may find necessary or convenient for its operation of the Property. Any Alterations performed by NCLHFP under this Article 6.1 shall be performed: (a) at NCLHFP's sole cost and expense; (b) with the CITY's prior written consent; and (c) in accordance with construction plans submitted to and approved by the CITY.

6.2 Construction Permits and Licenses. At all times during the Term, NCLHFP shall procure, at its sole cost and expense, all permits and licenses that are necessary or required from any local governmental agency for the proposed construction of any Alterations. The CITY may, in its sole discretion, waive CITY permitting fees where applicable.

6.3 Proposed Plans. In its sole discretion, the CITY may require NCLHFP to do any of the following:

- Submit a complete set of proposed plans of any Alteration to the CITY;
- Apply for and receive a permit from the Building Department to complete any Alterations;
- Within sixty (60) days of a written request, furnish the CITY with a complete set of "as-built" plans for any City-approved Alterations.

6.4 Prevailing Wages. NCLHFP shall comply with prevailing wage statutes for any work not performed by volunteers.

ARTICLE 7 MECHANICS' LIENS; STOP NOTICES

7.1 Mechanics' Liens; Stop Notices. NCLHFP shall pay, or cause to be paid, the total cost and expense of all works of improvement, as that phrase is defined in the Mechanics Lien Law in effect at the place of construction, done by it, or caused to be done by it, on the Property, and for all materials furnished for or in connection with any such work. If any lien or stop notice is filed against the Property, NCLHFP shall cause

the lien or stop notice to be discharged of record within one hundred eighty (180) days after it is filed. NCLHFP shall indemnify, defend, and hold the CITY harmless from any and all liability, loss, damage, costs, attorneys' fees and all other expenses on account of claims of lien of laborers, materialmen, or others for work performed, or materials or supplies furnished for NCLHFP or persons claiming under NCLHFP.

7.2 Notice of Lien or Stop Notice. Should any claim of lien or stop notice related to NCLHFP's work of improvement of the Property be filed against the Property, or any action be filed against the Property, or any action affecting the title to the Property be commenced, the party receiving notice of such lien or stop notice or action shall immediately give the other party written notice thereof.

7.3 Notice of Nonresponsibility. The CITY or its representatives shall have the right to post and keep posted on the Property notices of non-responsibility or such other notices which the CITY may deem to be proper for the protection of the CITY's interest in the Property. NCLHFP shall, before the commencement of any work which might result in any such lien or stop notice, give to the CITY written notice of its intention to do so with sufficient time to enable posting of such notices.

ARTICLE 8 TAXES

8.1 Definition. "Taxes" shall mean all taxes, governmental bonds, special assessments, charges, or transfer taxes, license and transaction fees, including, but not limited to, (a) any state, local, federal income tax, or any real or personal property tax, (b) increases in taxes attributable to NCLHFP's operation of the Property, or (c) any taxes which are essentially payments to a governmental agency, other than the CITY, for the right to make improvements to the Property.

8.2 Possessory Interest. Notwithstanding Article 2.1, NCLHFP acknowledges that this Agreement may create a possessory interest subject to property taxation and that NCLHFP may be subject to the payment of taxes levied on such interest. NCLHFP shall pay, before delinquency, all taxes, assessments and fees assessed or levied upon the Property.

8.3 Responsibility for Payment of Taxes. The CITY shall not be obligated to pay any Taxes accruing against any interest in NCLHFP's use of the Property at any time before or during the Term. NCLHFP shall pay any taxes that accrue against any interest in NCLHFP's use of the Property. Additionally, NCLHFP shall pay any taxes levied upon any Improvements, Fixtures or Personal Property located on the Property to the extent such Taxes result from NCLHFP's operations or other activities held upon, or in connection with, the Property.

ARTICLE 9 INDEMNIFICATION AND INSURANCE

9.1 NCLHFP Indemnity. The CITY shall not be liable for, and NCLHFP shall defend, indemnify, and hold harmless the CITY, its officers, officials, agents, employees, and volunteers from any and all claims, costs, 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 resulting from, related to, or arising out of NCLHFP's improvement, operation or use of the Property, or arising either directly or indirectly from any act, error, omission or negligence of NCLHFP or its contractors, licensees, invitees, members, agents, servants or employees; 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, or employees. CITY will cooperate reasonably in the defense of any action, and NCLHFP shall employ competent counsel, reasonably acceptable to the CITY's 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.

9.1.1 Third Party Indemnity. NCLHFP shall not invite third party organizations onto the Property until said third party organization furnishes CITY a written agreement in which it indemnifies and holds CITY harmless, upon terms satisfactory to CITY.

9.1.2 Waivers from Third Parties. NCLHFP agrees to obtain from all guests, invitees, or third party organizations whose participants visit the Property, a waiver of liability and hold harmless agreement upon terms satisfactory to the CITY.

9.2 Insurance. NCLHFP, at its sole cost and expense, shall purchase and maintain, and shall require its subcontractors, and third party organizations NCLHFP invites onto the Property, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

9.2.1 **Commercial General Liability Insurance (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, covering all bodily injury and property damage arising out of its operations 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 Commercial General Liability required by this Article must include Sexual Misconduct Liability coverage.

9.2.2 **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 ("Any Auto"). 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.

9.2.3 Workers' Compensation Insurance in an amount sufficient to meet statutory requirements covering all of NCLHFP'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.

9.2.4 Property Insurance against all risks of loss to any improvements or betterments made by NCLHFP, or any third party with permission from NCLHFP, at full replacement cost with no coinsurance penalty provision.

9.2.5 The aforesaid policies shall constitute primary insurance, at least as broad as ISO CG 20 01 04 13, as to the CITY, its officers, 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 Article 9.2.7 below, of cancellation or material change.

9.2.6 If required insurance coverage is provided on a "claims made" rather than "occurrence" form, NCLHFP 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.

9.2.7 The Certificate Holder for all policies of insurance required by this Article 9.2 shall be:

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

9.2.8 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 VIII according to the current Best's Key Rating Guide, or a company 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 California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

9.2.9 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 NCLHFP does not keep all of such insurance policies in full force and effect at all times during the terms of this

Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

9.2.10 All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Article 9.2, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

ARTICLE 10 TERMINATION

10.1 This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 120-day's written notice to NCLHFP. During said 120-day period, NCLHFP shall perform all services in accordance with this Agreement. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by NCLHFP in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY. Termination with or without cause shall be effected by delivery of written Notice of Termination to NCLHFP as provided for herein. The CITY further reserves the right to immediately terminate this Agreement upon: (a) the filing of a petition in bankruptcy affecting NCLHFP; (b) a reorganization of NCLHFP for the benefit of creditors; or (c) a business reorganization, change in business name or change in business status of NCLHFP.

ARTICLE 11 HAZARDOUS MATERIALS

11.1 Hazardous Materials Laws-Definition. As used in this Article, the term "Hazardous Materials' Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law") relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Property, soil and ground water conditions or other similar substances or conditions. The following legal authority is a non-exhaustive list of the legal authority that applies to the definition of the term "Hazardous Materials Laws":

- the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C., Section 9601 *et seq.*)

- the Hazardous Materials Transportation Act, as amended (49 U.S.C., Section 1801 *et seq.*), and
- the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C., Section 6901 *et seq.*),

11.2 Hazardous Materials - Definition. As used in this Article the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that:

11.2.1 is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;

11.2.2 is controlled, referred to, designated in or governed by any Hazardous Materials Laws;

11.2.3 gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws, or

11.2.4 is any other material or substance giving rise to any liability, responsibility or duty upon the CITY or the NCLHFP with respect to any third person under any Hazardous Materials Law.

11.3 NCLHFP Representations and Warranties. NCLHFP represents and warrants that, during the Term or any extension thereof, NCLHFP shall comply with the following provisions of this Article unless otherwise specifically approved in writing by the CITY, subject to the terms and conditions of NCLHFP's maintenance obligations provided elsewhere in this Agreement:

11.3.1 NCLHFP shall not cause or permit any Hazardous Materials to be brought, kept or used in or about the Property by NCLHFP, its agents, employees, assigns, contractors or invitees, except as required by NCLHFP's permitted use of the Property in the normal course of operations;

11.3.2 Any handling, transportation, storage, treatment or usage by NCLHFP of Hazardous Materials that is to occur on the Property following the Commencement Date shall be in compliance with all applicable Hazardous Materials Laws;

11.3.3 Any leaks, spills, release, discharge, emission or disposal of Hazardous Materials which may occur on the Property following the Commencement Date shall be promptly and thoroughly cleaned and removed from the Property by NCLHFP at its sole expense, and any such discharge shall be promptly reported

in writing to the CITY, and to any other appropriate governmental regulatory authorities;

11.3.4 No friable asbestos shall be constructed, placed on, deposited, stored, disposed of, or located by NCLHFP on the Property;

11.3.5 No underground improvements, including but not limited to treatment or storage tanks, or water, gas or oil wells shall be located by NCLHFP on the Property without the CITY's prior written consent;

11.3.6 NCLHFP shall promptly supply the CITY with copies of all notices, reports, correspondence, and submissions made by NCLHFP to the United States Environmental Protection Agency, the United Occupational Safety and Health Administration, and any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to applicable Hazardous Materials' Laws; and

11.3.7 NCLHFP shall promptly notify the CITY of any liens threatened or attached against the Property pursuant to any Hazardous Materials' Law. If such a lien is filed against the Property, then, within the earlier of (i) twenty (20) days following such filing, or (ii) before any governmental authority commences proceedings to sell the Property pursuant to the lien, NCLHFP shall either:

(a) pay the claim and remove the lien from the Property, or

(b) furnish either:

(1) a bond or cash deposit reasonably satisfactory to the CITY in an amount not less than the claim from which the lien arises, or;

(2) other security satisfactory to the CITY in an amount not less than that which is sufficient to discharge the claim from which the lien arises.

11.3.8 At the end of this Agreement, NCLHFP shall surrender the Property to the CITY free of any and all Hazardous Materials and in compliance with all Hazardous Materials' Laws affecting the Property.

ARTICLE 12 ASSIGNMENT; THIRD PARTY USE OF PROPERTY

12.1 Assignment; CITY's Consent Required. NCLHFP shall not voluntarily or involuntarily assign or otherwise transfer all or any portion of its rights and duties under this Agreement without the CITY's prior written consent. Any attempted assignment or transfer without the CITY's prior written consent shall be void.

12.2 Third Party Use of the Property. NCLHFP may engage third party organizations to provide special services or programming at the Property if:

12.2.1 The City Manager consents, in writing, to the third party organizations' proposed use of the Property and;

12.2.2 The third party organization obtains policies of insurance acceptable to the City's Risk Manager and Article 9.2 of this Agreement.

ARTICLE 13 DEFAULTS BY NCLHFP OR BY CITY; REMEDIES

13.1 Events of Default; Remedies. The following sub-articles shall apply if either NCLHFP or the CITY neglects, fails to perform, or fails to observe any of their respective obligations under the terms, covenants, or conditions contained in this Agreement ("Default"):

13.1.1 Thirty-Day Correction of Default. If either NCLHFP or the CITY determines that the other party is in Default, then the non-defaulting party must provide the defaulting party written notice of the Default and thirty (30) days to correct the default.

13.1.2 Extended Correction of Default. If the defaulting party determines that more than thirty (30) days is required to correct the Default, the defaulting party must provide the other party written notice of the reasons why additional time is required to correct such Default. The defaulting party must use diligent efforts to correct a Default under this Article 13.1.2 and, in any case, must correct such Default within ninety (90) from the date of the written notice of Default.

13.1.3 Remedies for Failure to Correct Default. If the defaulting party fails to comply with Article 13.1.1 or 13.1.2, then the non-defaulting party may immediately terminate this Agreement. The defaulting party shall be liable to the non-defaulting party for any and all damages sustained by the non-defaulting party as a result of the defaulting parties' breach.

ARTICLE 14 ABANDONMENT

14.1 Abandonment. NCLHFP shall not vacate or abandon the Property at any time during the Term nor permit the Property to remain unoccupied for a period of longer than five (5) consecutive days during the term of this Agreement. These provisions shall not apply if the Property is closed and operation is temporarily discontinued therein on account of strikes, lockouts, acts of nature, or similar causes beyond the reasonable control of NCLHFP. Any exceptions must be submitted in writing to the City Manager or designee for approval.

ARTICLE 15
DAMAGE OR DESTRUCTION

15.1 NCLHFP' Duty to Repair Casualty. NCLHFP shall, as expeditiously as reasonably possible, repair any damages to the Property caused by fire earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature ("Casualty"), and repair, restore and replace any such damaged or destroyed Fixtures, Improvements or Personal Property ("Casualty Repairs"). Any Casualty Repairs made under this Article 15 are:

- (a) To be performed at NCLHFP's sole cost and expense;
- (b) To be performed except as otherwise provided in this Article 15; and are
- (c) Subject to all other terms and conditions of this Agreement.

15.2 Construction Provisions. In the event of any reconstruction of the Property, Fixtures or Improvements required of NCLHFP pursuant to this Article, NCLHFP shall repair the Property, and repair or rebuild such Fixtures and Improvements, to substantially the same condition they were in immediately preceding such Casualty.

15.3 No Abatement. In the event of reconstruction, replacement or repair by NCLHFP pursuant to this Article, NCLHFP shall continue its operations on the Property during any such period to the extent reasonably practicable from the standpoint of prudent business management, and in continuing compliance with applicable laws and regulations. NCLHFP shall not be entitled to any compensation or damages from CITY for: (a) loss of use of the whole or any part of the Property; (b) NCLHFP's Personal Property; or (c) any inconvenience or annoyance occasioned by such damage, reconstruction or replacement.

15.4 Major Destruction. Notwithstanding any of the foregoing provisions of this Article to the contrary, if, at any time after the Commencement Date, (a) the Improvements are damaged or destroyed to the extent of more than twenty-five percent (25%) of their replacement cost, or (b) the damage is such that the Improvements cannot be repaired and restored within one hundred and eighty (180) days after the Casualty, then NCLHFP shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to the CITY.

ARTICLE 16
EMINENT DOMAIN

16.1 Condemnation. NCLHFP may terminate this Agreement within twenty (20) days after the date that a condemning authority (by a party other than the CITY) takes possession of the Property by delivery of written notice of such condemnation if:

- (a) If all of the Property is taken under eminent domain proceedings; or

- (b) less than all of the Property is taken under such eminent domain proceeding and the part taken substantially impairs the ability of NCLHFP to use the remainder of the Property for the purposes permitted by this Agreement.

In the absence of such written notice from a condemning authority, NCLHFP may terminate this Agreement within twenty (20) days after the condemning authority shall have taken possession.

16.2 Continuation of Operating Agreement After Condemnation. If this Agreement is not terminated by NCLHFP, it shall remain in full force and effect as to any portion of the Property remaining, and this Agreement will end as of the date possession of the part taken by the public entity as to the part of the Property that is taken.

16.3 Award. All monies awarded in any condemnation shall belong to the CITY. The CITY shall have no liability to NCLHFP for any award not provided by the condemning authority.

ARTICLE 17 SALE OR MORTGAGE BY CITY

17.1 Sale or Mortgage. The CITY may, pursuant to existing and subsequently enacted the CITY ordinances and State laws, at any time, and without the consent of NCLHFP, vacate, sell, purchase, exchange, transfer, assign, lease, encumber or convey the CITY's interest in whole or in part, in the Property (collectively referred to in this Article as a "Sale"). The CITY shall provide to NCLHFP written notice of the CITY's intent to a Sale or discontinuance pursuant to this Article at least ninety (90) days prior to said proposed transfer.

17.2 Release on Sale. From and after a Sale or discontinuance of the CITY's entire interest in the Property, the CITY shall be released from all liability to NCLHFP and NCLHFP successors and assigns arising from this Agreement because of any act, occurrence or omission of the CITY occurring after such Sale.

ARTICLE 18 CITY'S RIGHT OF ACCESS

18.1 Right of Entry. CITY, its agents, employees, and contractors may enter the Property at any time with or without notice to NCLHFP to:

- (a) respond to health and safety concerns;
- (b) inspect the Property and Improvements;
- (c) determine whether NCLHFP is complying with its obligations in this Agreement (including its obligations with respect to compliance with Hazardous Materials Laws);

- (d) post notices of non-responsibility or similar notices;
- (e) inspect the progress of construction of any improvement; or
- (f) make repairs that this Agreement requires or allows CITY to make, or make repairs to any adjoining space or utility services, or make repairs, alterations, or improvements to any other portion of the Property.

All work enumerated in this Article 18.1 must be done as promptly as reasonably possible and so as to cause as little interference to NCLHFP as reasonably possible.

ARTICLE 19 NOTICES

19.1 Notices. Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by either party to this Agreement to or on the other, such notice or demand shall be in writing, mailed or personally delivered to the other party at the addresses specified below. Mailed notices shall be sent by United States Postal Service, postage prepaid and shall be deemed to have been given, delivered and received three (3) business days after the date such notice or other communication is posted by the United States Postal Service. All other such notices or other communications shall be deemed given, delivered and received upon actual receipt. Either party may, by written notice delivered pursuant to this provision, at any time designate a different address to which notices shall be sent.

CITY: CITY OF NATIONAL CITY
City Manager
City of National City
1243 National City Boulevard
National City, CA 91950-4301

With a copy to:
City of National City
Library & Community Services Director
1401 National City Boulevard
National City, CA 91950-3399

NCLHFP: National City Living History Farm Preserve, Inc.
Executive Director
1808 F Avenue
National City, CA 91950

ARTICLE 20 NONDISCRIMINATION

20.1 Nondiscrimination. NCLHFP hereby covenants by and for itself, its successors, assigns and all persons claiming under or through it, that this Agreement is made and

accepted upon and subject to the condition that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, age, color, creed, religion, sex, sexual orientation, marital status, national origin, physical handicap, medical condition or ancestry in the use, operation, or enjoyment of the Property.

ARTICLE 21 RECORDS, ACCOUNTS AND AUDITS

21.1 NCLHFP' Duty to Keep Records. NCLHFP shall, at all times during the Term, and for a period of five (5) years following expiration or earlier termination of this Agreement, keep or cause to be kept, true and complete books, records and accounts of all (a) construction undertaken pursuant to the rights conferred on NCLHFP under this Agreement, and (b) financial transactions in the operation of all business activities, of whatever nature, conducted pursuant to the rights granted by this Agreement. Such records shall also include the source and disposition of all trash and other waste collected and disposed of by NCLHFP in the operation of its business. Said records must be supported by source documents such as receipts, invoices, sales slips, cash register tapes, purchase invoices or other pertinent documents.

21.2 CITY's Right to Audit. All NCLHFP books, accounts and records shall be kept and made available at one location within the limits of the County of San Diego. The CITY shall have the right at any reasonable time to examine and perform audits of NCLHFP's records pertaining to (a) construction undertaken pursuant to the rights conferred on NCLHFP under this Agreement, and (b) its operations on the Property, including, without limitation, any records pertaining to NCLHFP's use of utilities on the Property. The cost of said audits shall be borne by the CITY; however, NCLHFP shall provide to the CITY at NCLHFP's expense, necessary data to enable the CITY to fully comply with each and every requirement of the State of California or by the United States of America for information or reports relating to this Agreement and to NCLHFP's use of the Property.

ARTICLE 22 ADMINISTRATIVE PROVISIONS

22.1 Authority. NCLHFP represents and warrants that it has full power and authority to execute and fully perform its obligations under this Agreement pursuant to its governing instruments, without the need for any further action, and that the person executing this Agreement on behalf of NCLHFP is the duly designated agent of NCLHFP and is authorized to do so.

22.2 Captions. The captions and headings appearing in this Operating Agreement are inserted for convenience only and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

22.3 CITY Approval. Except where stated in the Agreement to the contrary, the phrases "CITY approval," and "CITY's written approval" or such similar phrases shall

mean approval of the City Manager or designee, which approval shall not be unreasonably withheld.

22.4 Cumulative Remedies. In the event of a default under this Agreement, each party's remedies shall be limited to those remedies set forth in this Agreement. Any such remedies are cumulative and not exclusive of any other remedies under this Agreement to which the non-defaulting party may be entitled.

22.5 Entire Agreement. This Agreement, together with all addenda and exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

22.6 Exhibits. All exhibits referred to herein are attached hereto and incorporated by reference:

Exhibit A: Legal description of the Property

22.7 Force Majeure. If either party is prevented or delayed from performing any act or discharging any obligation hereunder, because of any and all causes beyond either party's reasonable control, including unusual delays in deliveries, abnormally adverse weather conditions, unavoidable casualties, strikes, labor disputes, inability to obtain labor, materials or equipment, acts of God, governmental restrictions, regulations or controls, any hostile government actions, acts of terrorism, civil commotion and fire or other casualty, legal actions attacking the validity of this Agreement or the CITY or NCLHFP's operations of the Property, or any other casualties beyond the reasonable control of either party ("Force Majeure"), performance of such act shall be excused for the period of such delay, and the period for performance of such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not include any bankruptcy, insolvency, or other financial inability on the part of either party hereto.

22.8 Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California.

22.9 Independent Contractor. NCLHFP acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; and that it, as well as any persons, contractors or agents it may employ, are not employees of CITY for any purpose.

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

22.11 NCLHFP's Agreement Administration. NCLHFP confirms that NCLHFP's Agreement Administrator has been given full operational responsibility for compliance

with the terms of this Agreement. NCLHFP shall provide the CITY with a written schedule of its normal hours of business operation on the Property, and NCLHFP's Agreement Administrator or a representative designated thereby shall be available to the CITY during NCLHFP's normal business hours, to resolve problems or answer questions pertaining to this Agreement and NCLHFP's operations on the Property.

22.12 Modification. The provisions of this Agreement may not be modified, except by a written amendment signed by both parties.

22.13 Partial Invalidity. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

22.14 Successors & Assigns. This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns, except as may otherwise be provided herein. NCLHFP shall not assign this agreement to any other party unless approved in writing by the CITY.

22.15 Time of Essence. Time is of the essence of each and every provision of this Agreement.

22.16 Waiver. No provision of this Operating Agreement or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.

IN WITNESS WHEREOF, the CITY and NCLHFP have duly executed this Agreement as of the day and year first above written.

**CITY OF NATIONAL CITY
(CITY)**

By: _____
Alejandra Sotelo-Solis, Mayor

APPROVED AS TO FORM:

**NATIONAL CITY LIVING HISTORY
FARM PRESERVE, a California non-
profit corporation (NCLHFP)**

By: Lori Anne Peoples
(Name)

Lori Anne Peoples
(Print)

President
(Title)

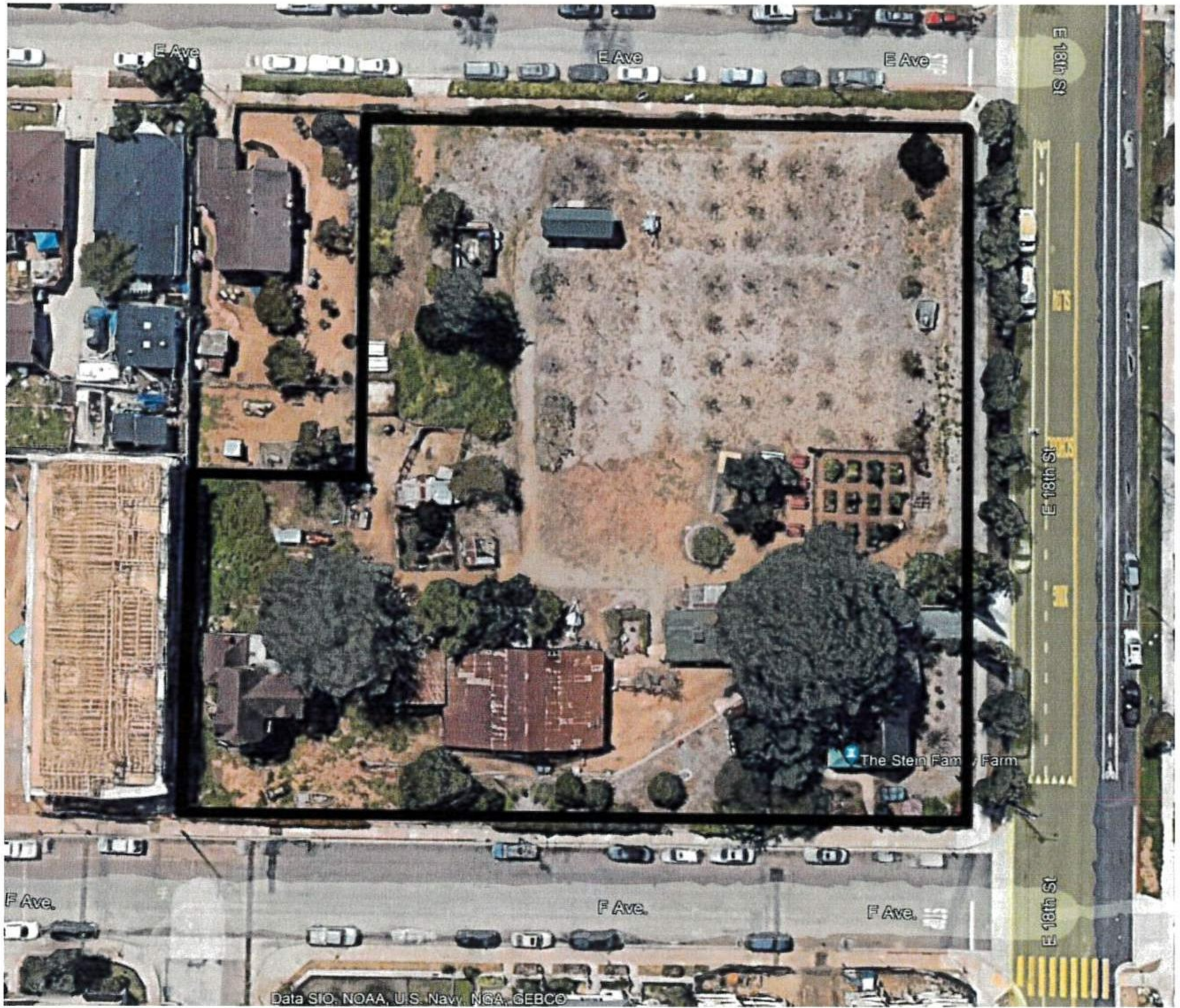
Gabriela M. Torres
Deputy City Attorney

By: Brian D. Clapper
(Name)

Brian Clapper
(Print)

Vice President
(Title)

EXHIBIT A
STEIN FAMILY FARM



RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF NATIONAL CITY (“CITY”) AND NATIONAL CITY LIVING HISTORY FARM PRESERVE (“NCLHFP”) FOR MAINTENANCE AND OPERATION OF THE STEIN FARM FOR A SIXTY-MONTH PERIOD FROM MARCH 1, 2022 TO FEBRUARY 28, 2027 AND AUTHORIZING THE ESTABLISHMENT OF A CULTURAL ASSETS FUND APPROPRIATION OF \$5,000 AND USE OF THE CULTURAL ASSETS FUND FOR MAINTENANCE AND OPERATING COSTS

WHEREAS, the City of National City (“CITY”) owns the improved real property commonly known as “Stein Farm,” located at 1808 “F” Avenue, National City, California 91950 (the “Property”). The improvements on the Property are referred to as the “Stein Farm House” and the “Stein Farm Barn.” The property shall also include the Victorian House relocated onto the property from 1904 “F” Avenue; and

WHEREAS, the CITY desires to enter into a Maintenance & Operating Agreement due to the special services to be performed under this Agreement for the CITY and to facilitate a more collaborative relationship between the CITY and the operator of the Property; and

WHEREAS, the CITY desires the services of an organization to maintain and operate the Property in a manner beneficial to the public; and

WHEREAS, the CITY has determined that National City Living History Farm Preserve (“NCLHFP”) is a qualified, non-profit corporation experienced in running a living history farm; and

WHEREAS, the CITY wishes to have NCLHFP maintain and operate the Property as an educational farm and museum for the community’s benefit, and NCLHFP is willing to operate and maintain the property for such a purpose.

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

Section 1: Authorizes the City Manager to enter into an Agreement between the City of National City and National City Living History Farm Preserve for the Maintenance and Operation of the Stein Family Farm for a 60-month period from March 1, 2022 to February 28, 2027 and authorizes the establishment of a Cultural Assets fund appropriation of \$5,000 and use of the Cultural Assets fund for maintenance and operating costs.

///

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

PASSED and ADOPTED this 1st day of March, 2022.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Temporary Use Permit – The 13th Annual Granfondo San Diego Fun Bike Ride sponsored by Life Sports Foundation on April 3, 2022 from 7:30 a.m. to 5 p.m. with no waiver of fees. \(Community Development\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: March 1, 2022

AGENDA ITEM NO.

ITEM TITLE:

Temporary Use Permit – The 13th Annual Granfondo San Diego Fun Bike Ride sponsored by Life Sports Foundation on April 3, 2022 from 7:30 a.m. to 5 p.m. with no waiver of fees.

PREPARED BY: Dionisia Trejo

DEPARTMENT: Community Development

PHONE: (619) 336-4255

APPROVED BY: _____



EXPLANATION:

This is a request from Life Sports Foundation to conduct the 13th Annual Granfondo San Diego Fun Bike Ride through San Diego County on April 3, 2022 from 7:30 a.m. to 5 p.m. The event starts in Little Italy, downtown San Diego and finishes at Ruocco Park. 1,200 participants are expected for this event. Three routes will be offered a 34 mile short course, 56 mile intermediate and 105 mile long course.

OUTBOUND - The course begins in Downtown San Diego under the Little Italy sign and proceeds around to Pacific Hwy and then south to Harbor Drive on which it stays until it exits San Diego. It enters National City at west 8th Street, turning right onto Roosevelt Avenue and it turns left onto west Plaza Boulevard. The ride continues east on Plaza Boulevard until reaching Paradise Valley Road leaving National City jurisdiction.

Riders will follow the rules of the road.

Note: This event has been approved by City Council for prior years with no waiver of fees.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

City fee of \$272.00 for processing the TUP through various City departments, plus \$636.80 for Police Department.

Total fees: \$908.80

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees or in accordance to City Council Policy 802.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Application for a Temporary Use Permit with recommended conditions of approval.



City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 336-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

Type of Event

- Fair/Festival
 Parade/March
 Walk or Run
 Concert/Performance
 TUP
 Sporting Event
 Other (specify) _____

Event Name & Location

Event Title San Diego Granfondo bike ride

Event Location (list all sites being requested) use of city streets

Event Times

Set-Up Starts
Date 4/3/2022 Time 5:00 AM Day of Week Sunday

Event Starts
Date 4/3/2022 Time 7:30 AM Day of Week Sunday

Event Ends
Date 4/3/2022 Time 5:00 PM Day of Week Sunday

Breakdown Ends
Date 4/3/2022 Time 5:00 PM Day of Week Sunday

Applicant Information

Applicant (Your name) Tobias Panek Sponsoring Organization Life Sports Foundation

Event Coordinator (if different from applicant) _____

Mailing Address PO box 1210, Poway CA 92074

Day Phone 858-255-9709 After Hours Phone _____ Cell 858-255-9709 Fax _____

Public Information Phone 858-255-9709 E-mail tobias@gftours.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: _____ Date 1/11/2022

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes No

Are admission, entry, vendor or participant fees required? Yes No

If YES, please explain the purpose and provide amount (s):

Fundraiser for Life Sports Foundation

\$ Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$^{90K} Estimated Expenses for this event.

\$^{10K} What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Description of Event

First time event Returning Event include site map with application

Note that this description may be published in our City Public Special Events Calendar:

14th annual San Diego Granfondo bike ride through National City, Chula Vista and San Diego

Estimated Attendance

Anticipated # of Participants: 1000 Anticipated # of Spectators: 0

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes No

List any streets requiring closure as a result of the event (provide map): _____

Date and time of street closure: _____ Date and time of street reopening: _____

Other (explain) _____

Requesting to post "no parking" notices? Yes No

Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map):

Other (explain) _____

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: _____

Have you hired Professional Security to handle security arrangements for this event?

Yes No If YES, name and address of Security Organization _____

Security Director (Name): _____ Phone: _____

If using the services of a professional security firm and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.

Is this a night event? Yes No If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: _____

First Aid

Depending on the number of participants, your event may require specific First Aid services. First aid station to be staffed by event staff? Yes No First aid/CPR certified? Yes No

First aid station to be staffed by professional company. ▶ Company AMR

If using the services of a professional medical organization/company and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

Individuals with disabilities have their own bikes

Elements of your Event

Setting up a stage? Yes No

Requesting City's PA system

Requesting City Stage; if yes, which size? Dimensions (13x28) Dimensions (20x28)

Applicant providing own stage ▶ _____(Dimensions)

Setting up canopies or tents?

_____ # of canopies size _____

_____ # of tents size _____

No canopies/tents being set up

Setting up tables and chairs?

Furnished by Applicant or Contractor

_____ # of tables No tables being set up

_____ # of chairs No chairs being set up

(For City Use Only) Sponsored Events – Does not apply to co-sponsored events

_____ # of tables No tables being set up

_____ # of chairs No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address _____ City/State _____ Phone Number _____

Setting up other equipment?

Sporting Equipment (explain) _____

Other (explain) _____

Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes No

PA System for announcements CD player or DJ music

Live Music ▶ Small 4-5 piece live band ▶ Large 6+ piece live band

Other (explain) _____

If using live music or a DJ. ▶ Contractor Name _____

▶ _____
Address _____ City/State _____ Phone Number _____

Using lighting equipment at your event? Yes No

Bringing in own lighting equipment

Using professional lighting company ▶ Company Name _____

Address

City/State

Phone Number

Using electrical power? Yes No

Using Kimball Park Bowl Lighting (from _____ to _____)

Using on-site electricity For sound and/or lighting

For food and/or refrigeration

Bringing in generator(s) For sound and/or lighting

For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes No

Vendors preparing food on-site ▶ # _____ ▶ Business License # _____

If yes, please describe how food will be served and/or prepared: _____

If you intend to cook food in the event area please specify the method:

GAS ELECTRIC CHARCOAL OTHER (Specify): _____

Vendors bringing pre-packaged food ▶ # _____ ▶ Business License # _____

Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # _____

Vendors selling food # _____ ▶ Business License #(s) _____

Vendors selling merchandise # _____ ▶ Business License #(s) _____

Food/beverages to be handled by organization; no outside vendors

Vendors selling services # _____ ▶ Business License #(s) _____

▶ Explain services _____

Vendors passing out information only (no business license needed) # _____

▶ Explain type(s) of information _____

No selling or informational vendors at event

Having children activities? Yes No

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

Inflatable bouncer house # _____ Rock climbing wall Height _____

Inflatable bouncer slide # _____ Arts & crafts (i.e., craft making, face painting, etc.)

Carnival Rides _____ Other _____

Having fireworks or aerial display? Yes No

Vendor name and license # _____

Dimensions _____ Duration _____

Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$545.00

Arranging for media coverage? Yes No

Yes, but media will not require special set-up

Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes No

Yes, we will post signage # _____ Dimensions _____

Yes, having inflatable signage # _____ ▶ (complete Inflatable Signage Request form)

Yes, we will have banners # _____

What will signs/banners say? _____

How will signs/banners be anchored or mounted? _____

Location of banners/signage _____

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes No

If yes, please identify the following:

▶ Total number of portable toilets: _____

▶ Total number of ADA accessible portable toilets: _____

Contracting with portable toilet vendor. ▶ _____
Company Phone

▶ Load-in Day & Time _____ ▶ Load-out Day & Time _____

Portable toilets to be serviced. ▶ Time _____

Set-up, Breakdown, Clean-up

Setting up the day before the event?

Yes, will set up the day before the event. ▶ # of set-up day(s) _____

No, set-up will occur on the event day

Requesting vehicle access onto the turf?

Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

No, vehicles will load/unload from nearby street or parking lot.

NPDES-Litter Fence

- City to install litter fence
- Applicant to install litter fence
- N/A

Breaking down set-up the day after the event?

- Yes, breakdown will be the day after the event. ▶ # of breakdown day(s) _____
- No, breakdown will occur on the event day.

How are you handling clean-up?

- Using City crews
- Using volunteer clean-up crew during and after event.
- Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

We request 1 officer at 8th st and Harbor dr to help cyclists making the left hand turn onto

8th st from 7:00 AM - 9:00 AM

**Please make a copy of this application for your records.
We do not provide copies.**



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: <u>San Diego Granfondo</u>	
Event Address: <u>PO Box 1210, Poway CA 92074</u>	Expected # of Attendees: <u>1000</u>
Event Host/Coordinator: <u>KOZ Events</u>	Phone Number: <u>858-255-9709</u>

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will enough recycling bins provided for the event? Provide number of recycle bins: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Do all storm drains have screens to temporarily protect trash and debris from entering?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are spill cleanup kits readily available at designated spots?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: Life Sports Foundation

Person in Charge of Activity: Tobias Panek

Address: PO Box 1210, Poway CA 92074

Telephone: 858-255-9709 Date(s) of Use: 4/3/2022

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney's fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: _____

Official Title: President, KOZ Events Date: 1/11/2022

For Office Use Only

Certificate of Insurance Approved _____ Date _____

Route Map



GRANFONDO SAN DIEGO
Permit Timeline

Saturday

- 6:00 AM Expo set-up in Ruocco Park, close parking lots
Set-up bike racks, finish line truss, place out
- 10:00 AM Registration Opens / Expo Opens
- 4:00 PM EXPO closes
- 5:00 PM Security Arrives

Sunday

- 4:00 AM Finish line set-up
Place Tapper at G st. Push S/B traffic into median lane
 - 5:00 AM Registration Opens
 - 7:00 AM Opening remarks, event rules, cautions
 - Ride Start**
 - 7:30 AM Gran Fondo 105 mi
 - 8:00 AM Medio Fondo 60 mi
 - 8:30 AM Piccollo Fondo 34 mi
 - 8:45 AM Donut ride 20 mi
 - 5:30 PM Course Closes
-

Campagnolo GranFondo San Diego Gran Fondo Cue Sheet

0 mi	Start at Ruocco Park
5.6 mi	Turn left onto W 8th St
6.0 mi	Turn right onto Roosevelt Ave
6.2 mi	Turn left onto W Plaza Blvd
8.6 mi	Straight onto Paradise Valley Rd
12.7 mi	Continue onto Jamacha Blvd
17.2 mi	Turn right onto 94
17.7 mi	Continue straight onto Jamacha (rest stop on Right)
18.6 mi	Turn right onto Willow Glen Dr
23.6 mi	Turn right onto Dehesa Rd
26.8 mi	Continue straight onto Harbison Canyon Rd
31.4 mi	Turn left onto Arnold Way
32.2 mi	Turn right onto Alpine Blvd
34.4 mi	Turn right onto Tavern Rd (rest stop on Right)
37.1 mi	Continue onto Japatul Rd (start KOM/QOM)
44.2 mi	Turn right onto Lyons Valley Rd (End KOM/QOM)
51.9 mi	Turn right onto Skyline Truck Trail
59.0 mi	Continue onto Lyons Valley Rd
60.3 mi	Turn left onto Jefferson Rd
60.1 mi	Turn left onto Campo Rd (rest stop on Right)
65.6 mi	Turn right onto Otay Lakes Rd
75.3 mi	Turn left onto Hunte Pkwy
78.2 mi	Turn right onto Eastlake Pkwy
79.2 mi	Turn left onto Olympic Pkwy
80.2 mi	Turn right onto E Palomar St (Rest stop on Right)
80.5 mi	Return to Olympic Pkwy and right onto Olympic Pkwy
84.6 mi	Continue straight on E Orange Ave
87.1 mi	Turn left onto Palomar St
88.0 mi	Turn right onto Bay Blvd
90.5 mi	At E st Make left onto Gunpowder Point Dr and onto Bayshore Bikeway
91.8 mi	Turn left onto W 32nd St
92.0 mi	Turn right onto Tidelands Ave
93.3 mi	Turn left onto E Harbor Dr
98.1 mi	Finish left into Ruocco Park

**City of National City
BUSINESS TAX CERTIFICATE**



2022

**TO BE POSTED IN A CONSPICUOUS PLACE
AND
NOT TRANSFERABLE OR ASSIGNABLE**

"For Services Provided in National City, California Only"

Business Name KOZ EVENTS
Business Location 9939 HIBERT ST
SAN DIEGO, CA 92131-1029
Business Owner(s) TOBAIS (PRES) PANEK
CARRIE (VICE PRES) PANEK

Business Type Special Event
Account Number 09018345
Effective Date January 01, 2022
Expiration Date December 31, 2022

TOBAIS PANEK
KOZ EVENTS
PO BOX 1210
POWAY, CA 92074-1380



City Manager

**NOTE: IT IS YOUR OBLIGATION TO RENEW THIS
CERTIFICATE WHETHER OR NOT YOU RECEIVE A
RENEWAL NOTICE**

For all inquiries regarding this certificate, contact HdL
Business Tax Support Center at (619) 382-2596.

**THIS BUSINESS TAX CERTIFICATE DOES NOT PERMIT A BUSINESS
THAT IS OTHERWISE PROHIBITED.**

KOZ EVENTS

Thank you for your payment on your National City Business Tax Certificate. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business license, contact the Business Support Center via email at: NationalCity@HdLgov.com or by telephone at: (619) 382-2596

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate certificate.

This certificate does not entitle the holder to conduct business before complying with all requirements of the National City Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the National City, please display the Business Tax Certificate below in a conspicuous place at he premises. Otherwise, every Business Tax Certificate holder not having a fixed place of business in the City shall keep the Business Tax Certificate upon his or her person, or affixed in plain view any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>



BUSINESS TAX SUPPO
CENTER
8839 N CEDAR AVE #212



**City of National City
BUSINESS TAX CERTIFICATE**

TOBAIS PANEK
KOZ EVENTS
PO BOX 1210
POWAY, CA 92074-1380

Account Number: 09018345
Date of Issue: 01/01/2022

**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
CONDITIONS OF APPROVAL**

**SPONSORING ORGANIZATION: Life Sports Foundation
EVENT: San Diego Granfondo Bike Ride
DATE OF EVENT: April 3, 2022**

APPROVALS:

COMMUNITY SERVICES	YES [x]	NO []	SEE CONDITIONS []
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS []
FINANCE	YES [x]	NO []	SEE CONDITIONS []
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
ENGINEERING	YES [x]	NO []	SEE CONDITIONS []
COMMUNITY DEVELOPMENT	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

PUBLIC WORKS (619)366-4580

No involvement

POLICE DEPARTMENT

Based on the information provided in the TUP, the recommendation would be that two officers be assigned to the procession for a period of one to four hours in order to provide a safe traffic break as the cyclists make their way through the proposed intersection. As the riders make their way through National City, they will need to comply with all appropriate traffic laws. The current officer rate is attached below: That would be for a total of (4) hours of overtime times 2 officers at a pay rate of \$79.60 per hour/per officer for a total of \$636.80 combined. ****Four hours of overtime is the minimum per the NCPOA MOU. ****

ENGINEERING

No comments received

COMMUNITY SERVICES

No involvement

FINANCE

No comments received

COMMUNITY DEVELOPMENT

Planning

No comments

Building

No comments received

Neighborhood Services

Neighborhood Notifications – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, “No Parking” signs being posted, music at the event, etc.

Display of banners -- Banners are allowed on site for event but must be removed immediately thereafter event completion. If you wish to place banners in any location other than on-site, you must get approval from the property/business owner where you intend to display the banner.

FIRE (619) 336-4550

No fees for this event

Stipulations required by the Fire Department for this event are as follows:

- 1) Maintain Fire Department access at all times. Emergency services access shall be given to all emergency apparatus upon approach
- 2) Access for Fire Department shall be maintained at all times. At no time shall fire lanes, fire hydrants, fire protection systems of all types etc. be obstructed at any time. A minimum of 20 feet wide shall be maintained for the use of fire lanes
- 3) First Aid will be provided by organization

RISK MANAGER (619) 336-4370

Risk Management has reviewed the above-captioned request to issue a Temporary Use Permit. To satisfy the City's insurance requirements, it will be necessary for the Applicant and the Event Medical Provider (American Medical Response) to provide the following:

- A valid copy of the Certificate of Liability Insurance from the applicant and American Medical Response.
- As to the applicant and American Medical Response, the insurance policy must have a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) and \$2,000,000.00 (TWO MILLION DOLLARS) in aggregate that would cover the date and location of the event.
- The applicant and American Medical Response must provide a separate additional insured endorsement. It notes the additional insured as "The City of National City, its officials, agents, employees, and volunteers."
- That the insurance company issuing the insurance policy must have an A.M. Best's Guide Rating of A: VII and that the insurance company is a California admitted company; if not, then the insurance policy must be submitted to the Risk Management Department for review and approval before the issuance of the Temporary Use Permit.
- The Certificate Holder must reflect:
City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA. 91950-4301

It should be noted that the Indemnification and Hold Harmless Agreement were properly executed by the applicant when the Special Event Application was submitted.

The following page(s) contain the backup material for Agenda Item: [Temporary Use Permit – Padres Pedal the Cause Bicycle Ride sponsored by Padres Pedal the Cause on April 9, 2022 from 10 a.m. to 2:15 p.m. with no waiver of fees. \(Community Development\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: March 1, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Temporary Use Permit – Padres Pedal the Cause Bicycle Ride sponsored by Padres Pedal the Cause on April 9, 2022 from 10 a.m. to 2:15 p.m. with no waiver of fees.

PREPARED BY: Dionisia Trejo

DEPARTMENT: Community Development

PHONE: 619-336-4255

APPROVED BY: _____

EXPLANATION:

This is a request from the non-profit organization Pedal the Cause to conduct the "Padres Pedal the Cause" through San Diego County on April 9, 2022. This will be the 8th Annual Pedal the Cause fundraising cycling event dedicated to raising money for cancer research in San Diego County.

OUTBOUND – The course begins at Petco Park at 6:00 a.m. heading south towards downtown San Diego and the harbor district. This bicycle ride will enter the City of National City at approximately 10 a.m. on Sweetwater Road onto Bayshore Bikeway going west. All riders will exit bike path and turn left onto W 32nd Street. Riders will then turn left onto Goesno Place continue straight onto Tidelands Avenue, turning right onto Civic Center Drive leaving National City jurisdiction. Event course is mapped and listed.

NOTE: This event has been approved by City Council for prior years with no waiver of fees.

FINANCIAL STATEMENT:

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

City fee of \$272.00 for processing the TUP through various City departments.

Total fees: \$272.00

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees or in accordance to City Council Policy 802.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Application for a Temporary Use Permit with recommended conditions of approval.



City of National City ■ Neighborhood Services Department
 1243 National City Boulevard ■ National City, CA 91950
 (619) 336-4364 ■ fax (619) 336-4217
 www.nationalcityca.gov

Special Event Application

Type of Event

- Fair/Festival
 Parade/March
 Walk or Run
 Concert/Performance
 TUP
 Sporting Event
 Other (specify) _____

Event Name & Location

Event Title Padres Pedal The Cause
 Event Location (list all sites being requested) Various roads in National City (please see attached maps)

Event Times

Set-Up Starts
 Date 04/09/2022 Time 10am Day of Week Saturday
 Event Starts
 Date 04/09/2022 Time 10am Day of Week Saturday
 Event Ends
 Date 04/09/2022 Time 2:15pm Day of Week Saturday
 Breakdown Ends
 Date 04/09/2022 Time 2:15pm Day of Week Saturday

Applicant Information

Applicant (Your name) ~~Reims Sullivan~~ Anne Marbager Sponsoring Organization Padres Pedal The Cause
 Event Coordinator (if different from applicant) Robert Panzera
 Mailing Address 36 Elysian Ave Nynack, NY 10960
 Day Phone 917-543-2670 After Hours Phone _____ Cell _____ Fax _____
 Public Information Phone 619-510-4950 E-mail robert@ccsd.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: _____ Date 1-20-22

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes No

Are admission, entry, vendor or participant fees required? Yes No

If YES, please explain the purpose and provide amount (s):

Registration fee of \$40-\$125 per participant. Participants can then raise further amounts in addition to
the registration fee.

\$ Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 1.5M Estimated Expenses for this event.

\$ 3.0M What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Description of Event

First time event Returning Event include site map with application

Note that this description may be published in our City Public Special Events Calendar:

Padres Pedal the Cause is an annual fundraising cycling event that raises money for collaborative cancer research at four San Diego institutions. Participants start and finish the event at Petco Park in downtown San Diego and follow a variety of routes (from 25 to 100 miles) through Coronado, San Diego, Chula Vista, SD County, and National City. The event has raised over \$10M to date for cancer research.

Estimated Attendance

Anticipated # of Participants: 1500 Anticipated # of Spectators: 0

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes No

List any streets requiring closure as a result of the event (provide map): _____

Date and time of street closure: _____ Date and time of street reopening: _____

Other (explain) _____

Requesting to post "no parking" notices? Yes No

Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map):

Other (explain) _____

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: _____

Have you hired Professional Security to handle security arrangements for this event?

Yes No If YES, name and address of Security Organization _____

Security Director (Name): _____ Phone: _____

If using the services of a professional security firm and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission. .

Is this a night event? Yes No If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: _____

First Aid

Depending on the number of participants, your event may require specific First Aid services. First aid station to be staffed by event staff? Yes No First aid/CPR certified? Yes No

First aid station to be staffed by professional company. ▶ Company AMR

If using the services of a professional medical organization/company and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

Event will be open to cyclists with disabilities.

Elements of your Event

Setting up a stage? Yes No

Requesting City's PA system

Requesting City Stage; if yes, which size? Dimensions (13x28) Dimensions (20x28)

Applicant providing own stage ▶ _____(Dimensions)

Setting up canopies or tents?

_____ # of canopies size _____

_____ # of tents size _____

No canopies/tents being set up

Setting up tables and chairs?

Furnished by Applicant or Contractor

_____ # of tables No tables being set up

_____ # of chairs No chairs being set up

(For City Use Only) Sponsored Events – Does not apply to co-sponsored events

_____ # of tables No tables being set up

_____ # of chairs No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

Setting up other equipment?

Sporting Equipment (explain) _____

Other (explain) _____

Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes No

PA System for announcements CD player or DJ music

Live Music ▶ Small 4-5 piece live band ▶ Large 6+ piece live band

Other (explain) _____

If using live music or a DJ. ▶ Contractor Name _____

▶ _____
Address City/State Phone Number

Using lighting equipment at your event? Yes No

Bringing in own lighting equipment

Using professional lighting company ▶ Company Name _____

Address	City/State	Phone Number
---------	------------	--------------

Using electrical power? Yes No

Using Kimball Park Bowl Lighting (from _____ to _____)

Using on-site electricity For sound and/or lighting

For food and/or refrigeration

Bringing in generator(s) For sound and/or lighting

For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes No

Vendors preparing food on-site ▶ # _____ ▶ Business License # _____

If yes, please describe how food will be served and/or prepared: _____

If you intend to cook food in the event area please specify the method:

GAS ELECTRIC CHARCOAL OTHER (Specify): _____

Vendors bringing pre-packaged food ▶ # _____ ▶ Business License # _____

Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # _____

Vendors selling food # _____ ▶ Business License #(s) _____

Vendors selling merchandise # _____ ▶ Business License #(s) _____

Food/beverages to be handled by organization; no outside vendors

Vendors selling services # _____ ▶ Business License #(s) _____

▶ Explain services _____

Vendors passing out information only (no business license needed) # _____

▶ Explain type(s) of information _____

No selling or informational vendors at event

Having children activities? Yes No

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

Inflatable bouncer house # _____ Rock climbing wall Height _____

Inflatable bouncer slide # _____ Arts & crafts (i.e., craft making, face painting, etc.)

Carnival Rides _____ Other _____

Having fireworks or aerial display? Yes No

Vendor name and license # _____

Dimensions _____ Duration _____

Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$545.00

Arranging for media coverage? Yes No

Yes, but media will not require special set-up

Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes No

Yes, we will post signage # 10-20 Dimensions 2ft x 3ft route signage (arrows)

Yes, having inflatable signage # _____ ▶ (complete Inflatable Signage Request form)

Yes, we will have banners # _____

What will signs/banners say? _____

How will signs/banners be anchored or mounted? _____

Location of banners/signage _____

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes No

If yes, please identify the following:

▶ Total number of portable toilets: _____

▶ Total number of ADA accessible portable toilets: _____

Contracting with portable toilet vendor. ▶ _____
Company Phone

▶ Load-in Day & Time _____ ▶ Load-out Day & Time _____

Portable toilets to be serviced. ▶ Time _____

Set-up, Breakdown, Clean-up

Setting up the day before the event?

Yes, will set up the day before the event. ▶ # of set-up day(s) _____

No, set-up will occur on the event day

Requesting vehicle access onto the turf?

Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

No, vehicles will load/unload from nearby street or parking lot.

NPDES-Litter Fence

City to install litter fence

Applicant to install litter fence

N/A

Breaking down set-up the day after the event?

Yes, breakdown will be the day after the event. ▶ # of breakdown day(s) _____

No, breakdown will occur on the event day.

How are you handling clean-up?

Using City crews

Using volunteer clean-up crew during and after event.

Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

**Please make a copy of this application for your records.
We do not provide copies.**



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: <u>Padres Pedal The Cause</u>	
Event Address: <u>Various roads in National City</u>	Expected # of Attendees: <u>1500</u>
Event Host/Coordinator: <u>Padres Pedal The Cause</u>	Phone Number: <u>619-510-4950</u>

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: <u>0</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will enough recycling bins provided for the event? Provide number of recycle bins: <u>0</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Do all storm drains have screens to temporarily protect trash and debris from entering?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are spill cleanup kits readily available at designated spots?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: Padres Pedal The Cause

Person in Charge of Activity: ~~Keris Sullivan~~ Anne Marbarger

Address: 9191 Towne Center Rd, Suite 310 San Diego, CA 92104

Telephone: 619-510-4950 Date(s) of Use: Saturday, April 9, 2022

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney's fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: [Signature]

Official Title: CEO Date: 1-20-22

For Office Use Only

Certificate of Insurance Approved _____ Date _____



	DEPARTS SWEETWATER RD	88.9	11:55	13:24	10:59	13:24
Chula Vista	Turn left onto Bonita Rd	88.9	11:55	13:24	10:59	13:24
	Turn right to stay on Bonita Rd	90.0	12:00	13:30	11:00	13:30
	Turn right into Sweetwater staging area and join bike path	93.1	12:12	13:45	10:19	13:45
	REST STOP . STAGING AREA DIRT LOT	93.1	12:12	13:45	10:19	13:45
National City	Bear left on Bayshore Bikeway	93.3	12:13	13:46	10:22	13:46
	Keep left on Bayshore Bikeway	94.3	12:17	13:51	10:30	13:51
	Stay straight on Bayshore Bikeway	96.3	12:25	14:01	10:24	14:01
	Exit bike path and continue ahead onto W 32nd St	96.9	12:27	14:04	10:26	14:04
	Turn left onto Goesno Pl	97.1	12:28	14:05	10:27	14:05
	Exit rest stop and continue straight onto Tidelands Ave	97.3	12:29	14:06	10:27	14:06
	Bear right onto Civic Center Dr	98.5	12:34	14:12	10:27	14:12
San Diego	Turn left onto E Harbor Dr	98.6	12:34	14:13	10:33	14:13
	Turn right onto Fifth Ave	102.6	12:50	14:33	10:34	14:33
	Turn right onto L St	102.6	12:50	14:33	10:52	14:33

City of National City
BUSINESS TAX CERTIFICATE



2022

**TO BE POSTED IN A CONSPICUOUS PLACE
AND
NOT TRANSFERABLE OR ASSIGNABLE**

"For Services Provided in National City, California Only"

Business Name PADRES PEDAL THE CAUSE
Business Location 9191 TOWNE CENTRE DR STE 310
SAN DIEGO, CA 92122-1229
Business Owner(s) ANNE MARBARGER

Business Type Exempt / Non-Profit
Account Number 09049898
Effective Date April 08, 2022
Expiration Date December 31, 2022

PADRES PEDAL THE CAUSE
9191 TOWNE CENTRE DR STE 310
SAN DIEGO, CA 92122-1229

City Manager

**NOTE: IT IS YOUR OBLIGATION TO RENEW THIS
CERTIFICATE WHETHER OR NOT YOU RECEIVE A
RENEWAL NOTICE**

For all inquiries regarding this certificate, contact HdL
Business Tax Support Center at (619) 382-2596.

**THIS BUSINESS TAX CERTIFICATE DOES NOT PERMIT A BUSINESS
THAT IS OTHERWISE PROHIBITED.**

PADRES PEDAL THE CAUSE

Thank you for your payment on your National City Business Tax Certificate. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business license, contact the Business Support Center via email at: NationalCity@HdLgov.com or by telephone at: (619) 382-2596

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate certificate.

This certificate does not entitle the holder to conduct business before complying with all requirements of the National City Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the National City, please display the Business Tax Certificate below in a conspicuous place at he premises. Otherwise, every Business Tax Certificate holder not having a fixed place of business in the City shall keep the Business Tax Certificate upon his or her person, or affixed in plain view any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>



BUSINESS TAX SUPPO
CENTER
8839 N CEDAR AVE #212



City of National City
BUSINESS TAX CERTIFICATE

PADRES PEDAL THE CAUSE
9191 TOWNE CENTRE DR STE 310
SAN DIEGO, CA 92122-1229

Account Number: 09049898
Date of Issue: 04/08/2022

**CITY OF NATIONAL CITY
 NEIGHBORHOOD SERVICES DEPARTMENT
 APPLICATION FOR A TEMPORARY USE PERMIT
 CONDITIONS OF APPROVAL**

**SPONSORING ORGANIZATION: Padres Pedal the Cause
 EVENT: Padres Pedal the Cause
 DATE OF EVENT: April 9, 2022**

APPROVALS:

COMMUNITY SERVICES	YES [x]	NO []	SEE CONDITIONS []
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS [x]
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
ENGINEERING	YES [x]	NO []	SEE CONDITIONS []
COMMUNITY DEVELOPMENT	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

PUBLIC WORKS (619)366-4580

No involvement

POLICE DEPARTMENT

NCPD has no concerns with this event. Please remind the participants to follow the rules of the road so that they have an enjoyable and safe event.

ENGINEERING

No comment received

COMMUNITY SERVICES

No involvement

FINANCE

No comments

COMMUNITY DEVELOPMENT

Planning

No comments

Building

No comments received

Neighborhood Services

Neighborhood Notifications – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, “No Parking” signs being posted, music at the event, etc.

Display of banners -- Banners are allowed on site for event but must be removed immediately thereafter event completion. If you wish to place banners in any location other than on-site, you must get approval from the property/business owner where you intend to display the banner.

FIRE (619) 336-4550

No fees for this event

Stipulations required by the Fire Department for this event are as follows:

- 1) Maintain Fire Department access at all times. Emergency services access shall be given to all emergency apparatus upon approach
- 2) Access for Fire Department shall be maintained at all times. At no time shall fire lanes, fire hydrants, fire protection systems of all types etc. be obstructed at any time. A minimum of 20 feet wide shall be maintained for the use of fire lanes
- 3) First Aid will be provided by organization

RISK MANAGER (619) 336-4370

Risk Management has reviewed the above-captioned request to issue a Temporary Use Permit. The following documents must be provided in support of the Temporary Use Permit application:

- A valid copy of the Certificate of Liability Insurance by the applicant.
- The insurance policy must have a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) for each occurrence and \$2,000,000.00 (TWO MILLION DOLLARS) that will cover the date and location of the event.
- The applicant must provide a separate additional insured endorsement wherein it notes the additional insured as "The City of National City, its officials, agents, employees, and volunteers."
- The insurance company issuing the insurance policy has an A.M. Best's Guide Rating of A: VII, and the insurance company is a California admitted company.
- The medical provider American Medical Response Ambulance Services, Incorporated must provide a Certificate of Liability Insurance and supporting additional insured endorsement, which provides all the necessary types and levels of coverage as set out in the application.
- The Certificate Holder reflects:
City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA. 91950-4397

The following page(s) contain the backup material for Agenda Item: [Investment transactions for the month ended November 30, 2021. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: March 1, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Investment transactions for the month ended November 30, 2021.

PREPARED BY: *Ron Gutlay*

PHONE: 619-336-4346

DEPARTMENT: Finance

APPROVED BY: *Molly Brown*

EXPLANATION:

In accordance with California Government Code Section 53646 and Section XI A of the City of National City's investment policy, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period.

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending November 30, 2021.

FINANCIAL STATEMENT:

ACCOUNT NO.
NA

APPROVED: *Patricia S. Spillman* **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 Investment Transaction Ledger for the month ended November 30, 2021.

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

Investment Transaction Ledger



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	11/02/2021	60934N807	9.61	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	9.61	0.00	9.61	0.00
Purchase	11/03/2021	60934N807	8,400.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	8,400.00	0.00	8,400.00	0.00
Purchase	11/05/2021	60934N807	1,125.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	1,125.00	0.00	1,125.00	0.00
Purchase	11/06/2021	60934N807	812.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	812.50	0.00	812.50	0.00
Purchase	11/12/2021	60934N807	573.75	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	573.75	0.00	573.75	0.00
Purchase	11/15/2021	60934N807	21,250.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	21,250.00	0.00	21,250.00	0.00
Purchase	11/15/2021	60934N807	62.83	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	62.83	0.00	62.83	0.00
Purchase	11/15/2021	60934N807	56.83	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	56.83	0.00	56.83	0.00
Purchase	11/15/2021	60934N807	29.17	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	29.17	0.00	29.17	0.00
Purchase	11/15/2021	60934N807	51.67	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	51.67	0.00	51.67	0.00
Purchase	11/15/2021	60934N807	58.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	58.50	0.00	58.50	0.00
Purchase	11/15/2021	60934N807	34.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	34.50	0.00	34.50	0.00
Purchase	11/15/2021	60934N807	31.88	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	31.88	0.00	31.88	0.00
Purchase	11/15/2021	60934N807	6,307.99	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	6,307.99	0.00	6,307.99	0.00
Purchase	11/15/2021	60934N807	7,105.77	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	7,105.77	0.00	7,105.77	0.00
Purchase	11/15/2021	60934N807	11,907.34	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	11,907.34	0.00	11,907.34	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	11/15/2021	60934N807	21,369.75	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	21,369.75	0.00	21,369.75	0.00
Purchase	11/15/2021	60934N807	17,371.14	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	17,371.14	0.00	17,371.14	0.00
Purchase	11/17/2021	60934N807	911.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	911.25	0.00	911.25	0.00
Purchase	11/17/2021	91282CAZ4	500,000.00	US Treasury Note 0.375% Due 11/30/2025	96.977	1.14%	484,882.81	870.90	485,753.71	0.00
Purchase	11/18/2021	60934N807	77.08	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	77.08	0.00	77.08	0.00
Purchase	11/18/2021	78015K7H1	500,000.00	Royal Bank of Canada Note 1.15% Due 6/10/2025	99.207	1.38%	496,035.00	2,523.61	498,558.61	0.00
Purchase	11/19/2021	89114TZG0	500,000.00	Toronto-Dominion Bank Note 1.25% Due 9/10/2026	97.944	1.70%	489,720.00	1,197.92	490,917.92	0.00
Purchase	11/19/2021	91282CAM3	500,000.00	US Treasury Note 0.25% Due 9/30/2025	96.957	1.06%	484,785.16	171.70	484,956.86	0.00
Purchase	11/19/2021	91282CDG3	1,000,000.00	US Treasury Note 1.125% Due 10/31/2026	99.551	1.22%	995,507.81	590.47	996,098.28	0.00
Purchase	11/22/2021	06368FAC3	500,000.00	Bank of Montreal Note 1.25% Due 9/15/2026	98.224	1.64%	491,120.00	1,163.19	492,283.19	0.00
Purchase	11/22/2021	60934N807	806.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	806.25	0.00	806.25	0.00
Purchase	11/22/2021	60934N807	18.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	18.00	0.00	18.00	0.00
Purchase	11/22/2021	60934N807	4,422.36	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	4,422.36	0.00	4,422.36	0.00
Purchase	11/22/2021	60934N807	3,911.41	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	3,911.41	0.00	3,911.41	0.00
Purchase	11/24/2021	43815GAC3	120,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	99.979	0.89%	119,974.70	0.00	119,974.70	0.00
Purchase	11/24/2021	60934N807	400.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	400.00	0.00	400.00	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	11/26/2021	60934N807	608,452.52	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	608,452.52	0.00	608,452.52	0.00
Purchase	11/26/2021	60934N807	27.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	27.50	0.00	27.50	0.00
Purchase	11/27/2021	60934N807	725.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	725.00	0.00	725.00	0.00
Purchase	11/29/2021	91324PEC2	500,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	98.019	1.61%	490,095.00	223.61	490,318.61	0.00
Purchase	11/30/2021	60934N807	11,859.38	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	11,859.38	0.00	11,859.38	0.00
Purchase	11/30/2021	60934N807	375,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	375,000.00	0.00	375,000.00	0.00
Purchase	11/30/2021	91282CAT8	650,000.00	US Treasury Note 0.25% Due 10/31/2025	96.852	1.07%	629,535.16	134.67	629,669.83	0.00
Purchase	11/30/2021	91282CDH1	650,000.00	US Treasury Note 0.75% Due 11/15/2024	99.742	0.84%	648,324.22	202.00	648,526.22	0.00
Subtotal			6,523,168.98				6,433,148.84	7,078.07	6,440,226.91	0.00
Security Contribution	11/12/2021	60934N807	2,500,000.00	Federated Investors Govt Oblig Fund Inst.	1.000		2,500,000.00	0.00	2,500,000.00	0.00
Subtotal			2,500,000.00				2,500,000.00	0.00	2,500,000.00	0.00
TOTAL ACQUISITIONS			9,023,168.98				8,933,148.84	7,078.07	8,940,226.91	0.00
DISPOSITIONS										
Sale	11/17/2021	60934N807	485,753.71	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	485,753.71	0.00	485,753.71	0.00
Sale	11/18/2021	60934N807	498,558.61	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	498,558.61	0.00	498,558.61	0.00
Sale	11/19/2021	3135G0T78	500,000.00	FNMA Note 2% Due 10/5/2022	101.589	0.19%	507,945.00	1,222.22	509,167.22	13,730.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Sale	11/19/2021	60934N807	490,917.92	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	490,917.92	0.00	490,917.92	0.00
Sale	11/19/2021	60934N807	517,672.99	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	517,672.99	0.00	517,672.99	0.00
Sale	11/19/2021	912828V72	450,000.00	US Treasury Note 1.875% Due 1/31/2022	100.371	0.00%	451,669.92	2,545.01	454,214.93	15,925.78
Sale	11/22/2021	60934N807	492,283.19	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	492,283.19	0.00	492,283.19	0.00
Sale	11/24/2021	60934N807	119,974.70	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	119,974.70	0.00	119,974.70	0.00
Sale	11/26/2021	912828TY6	600,000.00	US Treasury Note 1.625% Due 11/15/2022	101.359	0.22%	608,156.25	296.27	608,452.52	-6,328.13
Sale	11/29/2021	60934N807	490,318.61	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	490,318.61	0.00	490,318.61	0.00
Sale	11/30/2021	313378WG2	600,000.00	FHLB Note 2.5% Due 3/11/2022	100.678	0.08%	604,068.00	3,291.67	607,359.67	7,422.00
Sale	11/30/2021	3133ELWD2	565,000.00	FFCB Note 0.375% Due 4/8/2022	100.101	0.09%	565,570.65	306.04	565,876.69	1,406.85
Sale	11/30/2021	60934N807	104,959.69	Federated Investors Govt Oblig Fund Inst.	1.000	0.03%	104,959.69	0.00	104,959.69	0.00
Subtotal			5,915,439.42				5,937,849.24	7,661.21	5,945,510.45	32,156.50
Paydown	11/15/2021	43815NAC8	6,211.94	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		6,211.94	96.05	6,307.99	0.05
Paydown	11/15/2021	477870AC3	6,993.43	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	100.000		6,993.43	112.34	7,105.77	1.48
Paydown	11/15/2021	47787NAC3	0.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	100.000		0.00	31.88	31.88	0.00
Paydown	11/15/2021	47788UAC6	0.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	100.000		0.00	34.50	34.50	0.00
Paydown	11/15/2021	47789KAC7	11,751.51	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		11,751.51	155.83	11,907.34	0.72



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	11/15/2021	47789QAC4	0.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	100.000		0.00	58.50	58.50	0.00
Paydown	11/15/2021	58769KAD6	0.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	100.000		0.00	51.67	51.67	0.00
Paydown	11/15/2021	65479JAD5	20,925.30	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		20,925.30	444.45	21,369.75	1.10
Paydown	11/15/2021	89232HAC9	17,039.56	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	100.000		17,039.56	331.58	17,371.14	-392.71
Paydown	11/15/2021	89236XAC0	0.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		0.00	29.17	29.17	0.00
Paydown	11/15/2021	89237VAB5	0.00	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	100.000		0.00	56.83	56.83	0.00
Paydown	11/15/2021	89240BAC2	0.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	100.000		0.00	62.83	62.83	0.00
Paydown	11/18/2021	43813KAC6	0.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		0.00	77.08	77.08	0.00
Paydown	11/22/2021	43813GAC5	0.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		0.00	18.00	18.00	0.00
Paydown	11/22/2021	43813RAC1	4,328.44	Honda Auto Receivables 2020-1 A3 1.61% Due 4/22/2024	100.000		4,328.44	93.92	4,422.36	0.85
Paydown	11/22/2021	43815HAC1	3,901.82	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	100.000		3,901.82	9.59	3,911.41	0.54
Paydown	11/26/2021	09690AAC7	0.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	100.000		0.00	27.50	27.50	0.00
Subtotal			71,152.00				71,152.00	1,691.72	72,843.72	-387.97



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Maturity	11/30/2021	912828G53	375,000.00	US Treasury Note 1.875% Due 11/30/2021	100.000		375,000.00	0.00	375,000.00	-3,121.37
Subtotal			375,000.00				375,000.00	0.00	375,000.00	-3,121.37
Security Withdrawal	11/03/2021	60934N807	2,404.02	Federated Investors Govt Oblig Fund Inst.	1.000		2,404.02	0.00	2,404.02	0.00
Subtotal			2,404.02				2,404.02	0.00	2,404.02	0.00
TOTAL DISPOSITIONS			6,363,995.44				6,386,405.26	9,352.93	6,395,758.19	28,647.16

OTHER TRANSACTIONS										
Interest	11/03/2021	037833AK6	700,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.000		8,400.00	0.00	8,400.00	0.00
Interest	11/05/2021	3137EAER6	600,000.00	FHLMC Note 0.375% Due 5/5/2023	0.000		1,125.00	0.00	1,125.00	0.00
Interest	11/06/2021	3137EAEZ8	650,000.00	FHLMC Note 0.25% Due 11/6/2023	0.000		812.50	0.00	812.50	0.00
Interest	11/12/2021	023135BW5	255,000.00	Amazon.com Inc Note 0.45% Due 5/12/2024	0.000		573.75	0.00	573.75	0.00
Interest	11/15/2021	912828R36	1,000,000.00	US Treasury Note 1.625% Due 5/15/2026	0.000		8,125.00	0.00	8,125.00	0.00
Interest	11/15/2021	912828TY6	600,000.00	US Treasury Note 1.625% Due 11/15/2022	0.000		4,875.00	0.00	4,875.00	0.00
Interest	11/15/2021	912828WE6	600,000.00	US Treasury Note 2.75% Due 11/15/2023	0.000		8,250.00	0.00	8,250.00	0.00
Interest	11/17/2021	14913R2L0	405,000.00	Caterpillar Financial Service Note 0.45% Due 5/17/2024	0.000		911.25	0.00	911.25	0.00
Interest	11/22/2021	3135G04Q3	645,000.00	FNMA Note 0.25% Due 5/22/2023	0.000		806.25	0.00	806.25	0.00
Interest	11/24/2021	459058JM6	320,000.00	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	0.000		400.00	0.00	400.00	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	11/27/2021	3135G06H1	580,000.00	FNMA Note 0.25% Due 11/27/2023	0.000		725.00	0.00	725.00	0.00
Interest	11/30/2021	912828G53	375,000.00	US Treasury Note 1.875% Due 11/30/2021	0.000		3,515.63	0.00	3,515.63	0.00
Interest	11/30/2021	912828M80	600,000.00	US Treasury Note 2% Due 11/30/2022	0.000		6,000.00	0.00	6,000.00	0.00
Interest	11/30/2021	912828ZT0	675,000.00	US Treasury Note 0.25% Due 5/31/2025	0.000		843.75	0.00	843.75	0.00
Interest	11/30/2021	91282CAZ4	800,000.00	US Treasury Note 0.375% Due 11/30/2025	0.000		1,500.00	0.00	1,500.00	0.00
Subtotal			8,805,000.00				46,863.13	0.00	46,863.13	0.00
Dividend	11/02/2021	60934N807	18,355.20	Federated Investors Govt Oblig Fund Inst.	0.000		9.61	0.00	9.61	0.00
Subtotal			18,355.20				9.61	0.00	9.61	0.00
TOTAL OTHER TRANSACTIONS			8,823,355.20				46,872.74	0.00	46,872.74	0.00

The following page(s) contain the backup material for Agenda Item: [Investment Report for the quarter ended December 31, 2021. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: March 1, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Investment Report for the quarter ended December 31, 2021.

PREPARED BY: *Ronald Gutlay*

PHONE: 619-336-4346

DEPARTMENT: Finance

APPROVED BY: *Molly Brown*

EXPLANATION:

See attached staff report.

FINANCIAL STATEMENT:

ACCOUNT NO.

See attached staff report.

APPROVED: *Pavela Thompson* **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 Investment Report for the Quarter ended December 31, 2021.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Staff Report
2. Investment Listings



City Council Staff Report

March 1, 2022

ITEM

Staff Report: Investment Report for the quarter ended December 31, 2021.

BACKGROUND

The California Government Code (§53646(b)) requires that, when the treasurer or the chief fiscal officer of a local agency renders to the legislative body of the agency a quarterly report on the agency’s investment portfolio, such report shall include the following information regarding all securities, investments, and moneys held by the local agency:

- type of investment;
- issuer (bank or institution);
- date of maturity;
- dollar amount invested; and
- current market valuation as of the date of the report.

In addition, the Government Code (§53646(b)(2)) requires that the report state the City’s compliance with its investment policy and include a statement regarding the ability of the local agency to meet its pool’s ability to meet its expenditure requirements Code (§53646(b)(3)).

OVERVIEW OF CITY INVESTMENTS

The City’s pooled investment portfolio balance as of December 31, 2021 is summarized below and compared to the balance as of December 31, 2020.

Table 1

	12/31/2021	12/31/2020
Book Value ¹	\$ 86,225,867	\$ 72,730,675
Market Value ²	\$ 86,064,017	\$ 73,813,476

¹ actual cost of investments

² amount at which the investments could be sold

The assets of the City of National City’s investment portfolio are managed by Chandler Asset Management which represents the largest portion of the assets, 43.22%, the California Treasurer’s Local Agency Investment Fund (LAIF), and the San Diego County Treasurer's Pooled Money Fund (“San Diego County Pool”). The San Diego County Pool and LAIF are

liquid investment pools that allow participants to earn market rate returns, while retaining access to funds within 24 to 48 hours of a withdrawal request with no penalty. The City’s assets managed by Chandler Asset Management may be liquidated and withdrawn at any time. However, these investments likely do not provide the short liquidity (i.e., quick access to funds) of the pooled money funds, and liquidation of these investments is at the risk of loss and/or penalty to the City.

Summaries of the City’s investment portfolio are illustrated below.

INVESTMENT PORTFOLIO SUMMARY BY ISSUER/MANAGER

As of December 31, 2021

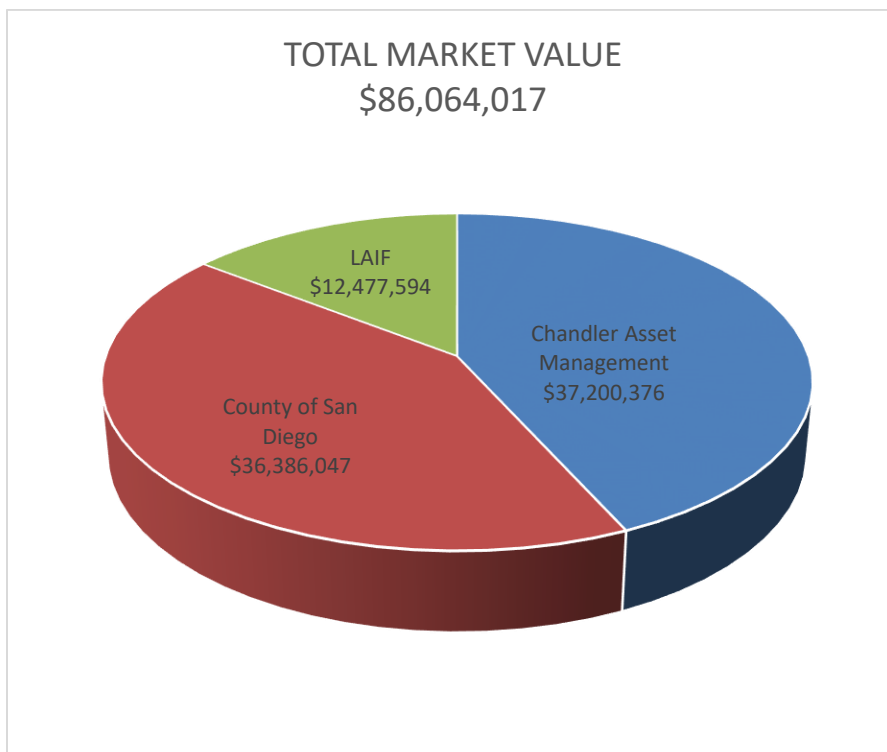
Table 2

Issuer/Manager	Book Value	Total Market Value ¹	Market YTM	% of Portfolio
Chandler Asset Management	37,191,595	37,200,376	0.88%	43.22%
County of San Diego	36,533,419	36,386,047	0.63%	42.28%
Local Agency Investment Fund	12,500,853	12,477,594 ²	0.21% ³	14.50%
Totals for December 31, 2021	\$86,225,867	\$86,064,017		100.00%

¹ includes accrued interest

² includes LAIF participation factor of 0.99743912

³ calculated on 30/360 basis



INVESTMENT PERFORMANCE BY ISSUER/MANAGER**For the Quarter Ended December 31, 2021****Table 3** **Total Market Value¹**

Issuer/Manager	12/31/21	9/30/21	Change	Period Return	Yield (Net) ³
Chandler Asset Management	\$37,200,376	\$32,363,354	\$4,837,022	-0.46%	NA
County of San Diego	\$36,386,047	\$36,259,817	126,230	0.17%	0.69%
Local Agency Investment Fund	\$12,477,594	\$19,498,391	(\$7,020,797)	0.06%	0.23%
Totals for December 31, 2021	\$86,064,017	\$88,121,562	(\$2,057,545) ²	-0.10% ⁴	

¹ includes accrued interest² total include deposits and withdrawal(s) of: 11/12/2021 \$2,500,000, 10/21/2021 \$2,500,000; 11/17/21 -\$2,000,000; 11/12/21 -\$2,500,000; 10/21/21 -\$2,500,000,³ annualized⁴ weighted**Economic Update:**

“We believe economic growth is likely to moderate but remain above-trend in 2022, as US fiscal support begins to wane, and the Federal Reserve becomes less accommodative. We expect continued improvement in the labor market, particularly an increase in the participation rate, will help drive economic growth this year as the health situation improves. Consumer spending, the largest component of US GDP, should also remain solid, supported by healthy consumer balance sheets and an improving labor market, in our view. We anticipate inventory rebuilding will likely be a significant driver of US GDP growth in the second half of the year as well. Our outlook is predicated on an improving global health backdrop, though risks to the downside remain. Over the near-term, we believe the omicron variant will hinder economic growth and we expect financial market volatility will be elevated. Inflation reading continue to run hot, but we believe inflation may be at or near a peak and pricing pressures are likely to abate as we move through the year.

The Federal Open Market Committee (FOMC) kept the fed funds target rate unchanged in December, in a range of 0.0%-0.25%, but announced plans to accelerate the pace of their tapering process. The Fed will reduce the magnitude of their monthly asset purchases by \$30 billion in January, doubling the pace of the monthly reduction in asset purchases that began in November. Should the Fed continue to reduce their monthly asset purchases at the new pace, their bond-buying program would end this spring (late-March or mid-April). The FOMC’s updated Summary of Economic Projections indicates that policymakers may be prepared to hike the fed funds rate three times in 2022 (based on the median estimate), up from the previous projection of just one 25 basis point hike. The Fed’s updated projections suggest that these hikes would be amid a backdrop of strong economic growth. With inflation now more elevated and prolonged than originally anticipated, we believe the Fed’s decision to accelerate the tapering

process is prudent. However, we do not believe that monetary policy is on a pre-set course and expect the Fed will adjust policy if necessary, depending on developments in the economy.

In December, the 2-year Treasury yield increased nearly 17 basis points to 0.73%, the 5-year Treasury yield increased ten basis points to 1.26%, and the 10-year Treasury yield increased about seven basis points to 1.51% in the month. So far in January, we have seen a relatively swift move upward in Treasury yield across the curve.”¹

COMPLIANCE STATEMENT

All of the City’s investments are in compliance with the City’s investment policy (City Council Policy No. 203) and the California Government Code (§53601 et seq).

FINANCIAL STATEMENT

Realized and unrealized gains for the period, reflected below, were \$111,637. These changes include changes in security market values, gain or loss from the sale of assets, accrued interest, and reinvested interest/earnings.

Table 4

Issuer/Manager	Gain/(Loss)
Chandler Asset Management	\$ 40,509
County of San Diego	62,373
LAIF	8,754
Totals for December 31, 2021	\$ 111,637

The difference between the changes reflected in the previous two tables is attributable to the purchase and sale of securities for which the first of the tables accounts but the second table typically does not (unless an investment is sold before maturity).

STAFF CERTIFICATION

Staff certifies that there are sufficient funds to meet the pool’s expenditure requirements.

RECOMMENDATIONS

Accept and file the Investment Report for the quarter ended December 31, 2021.

¹ December 31, 2021 Chandler Asset Management Investment Report



City of National City

MONTHLY ACCOUNT STATEMENT

DECEMBER 1, 2021 THROUGH DECEMBER 31, 2021

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact operations@chandlerasset.com

Custodian

Bank of New York Mellon
Lauren Dehner
(904) 645-1918

CHANDLER ASSET MANAGEMENT
chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.47
Average Coupon	1.27%
Average Purchase YTM	1.09%
Average Market YTM	0.88%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.65 yrs
Average Life	2.53 yrs

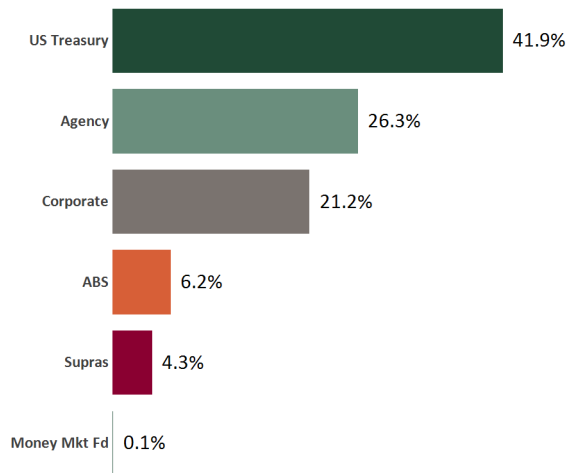
ACCOUNT SUMMARY

	Beg. Values as of 11/30/21	End Values as of 12/31/21
Market Value	37,141,785	37,085,256
Accrued Interest	122,681	115,120
Total Market Value	37,264,466	37,200,376
Income Earned	41,539	40,509
Cont/WD		-2,567
Par	36,848,223	36,927,869
Book Value	37,080,897	37,191,595
Cost Value	37,080,897	37,191,595

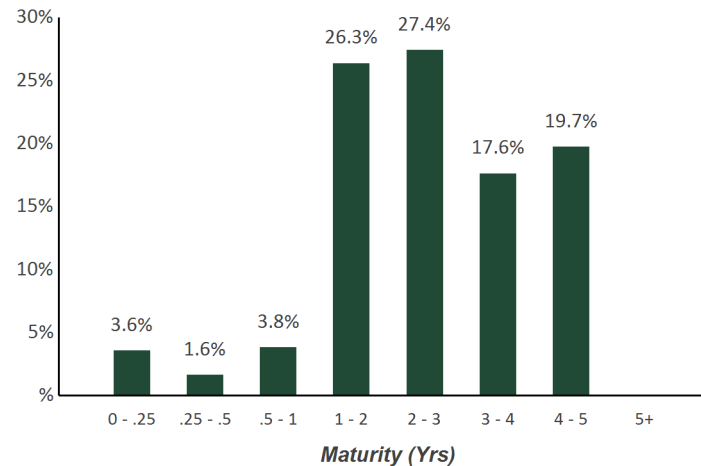
TOP ISSUERS

Government of United States	41.9%
Federal Home Loan Mortgage Corp	12.6%
Federal Home Loan Bank	7.2%
Federal National Mortgage Assoc	6.5%
Intl Bank Recon and Development	2.1%
Toyota ABS	2.0%
Apple Inc	1.9%
Deere & Company	1.9%
Total	76.2%

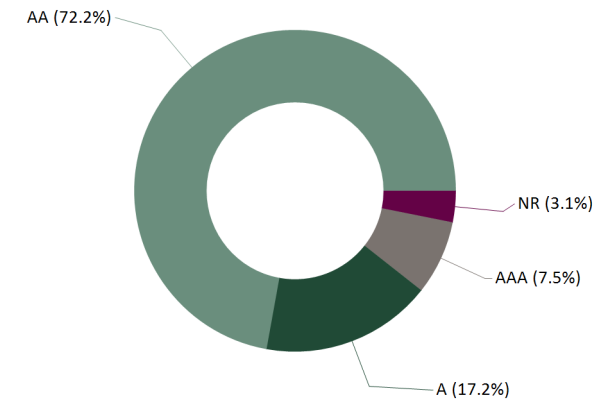
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	2/29/2012
City of National City	-0.17%	-0.46%	-0.49%	-0.49%	1.34%	2.18%	1.81%	N/A	1.25%
ICE BofA 1-3 Yr US Treasury & Agency Index	-0.24%	-0.53%	-0.55%	-0.55%	1.25%	2.01%	1.61%	N/A	1.12%
ICE BofA 1-3 Yr AAA-A US Corp & Govt Index	-0.22%	-0.54%	-0.50%	-0.50%	1.36%	2.17%	1.77%	N/A	1.29%

Statement of Compliance

As of December 31, 2021



City of National City

Assets managed by Chandler Asset Management are in full compliance with state law and with the City's investment policy.

Category	Standard	Comment
U.S. Treasuries	No limitation; Full faith and credit of the U.S. are pledged for the payment of principal and interest	Complies
Federal Agencies	No Limitation; Federal agencies or U.S. government-sponsored enterprise obligations, participations, or other instruments, including those issued or fully guaranteed as to principal and interest by federal agencies or U.S. government sponsored enterprises.	Complies
Supranational Obligations	"AA" rating category or higher by a NRSRO; 30% max; 10% max per issuer; U.S. dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by IBRD, IFC, IADB	Complies
Municipal Securities	"A" rating category or better by two NRSROs; 30% max; 5% max per issuer; Include bonds of the City, the State of California, any other state, and any local agency within the State of California; Bonds will be registered in the name of the City or held under a custodial agreement at a bank.	Complies
Corporate Medium Term Notes	"A" rating category or better by at least two NRSROs; 30% max; 5% max per issuer; Issued by corporations organized and operating within the U.S. or by depository institutions licensed by U.S. or any state and operating within the U.S.	Complies
Mortgage Pass-throughs and Asset Backed Securities	"AA" rating category or better by a NRSRO; 20% max	Complies
Negotiable Certificates of Deposit	"A" long-term debt rated or higher by at least two NRSROs; and/or "A1" short-term debt rated or higher by at least two NRSROs; 30% max (including CDARS); 5% max per issuer	Complies
Certificate of Deposit Placement Service (CDARS)	30% max (combination of Certificates of Deposit, including CDARS)	Complies
FDIC insured Time Deposits/ Certificates of Deposit	Non-Negotiable Certificates of Deposit in state or federally chartered banks, savings and loans, or credit unions; The amount per institution is limited to maximum covered under FDIC; 30% max combined certificates of deposit including CDARS	Complies
Banker's Acceptances	"A-1" short-term debt rated or higher by at least two NRSROs; and "A" long-term debt rated by two NRSROs; 40% max; 5% max per issuer; 180 days max maturity	Complies
Commercial Paper	"A-1" short-term rated or higher by at least two NRSROs; and "A" long-term debt rated by two NRSROs; 25% max; 5% max per issuer; 270 days max maturity; Issuer is a corporation organized and operating in the U.S. with assets > \$500 million	Complies
Money Market Mutual Funds	20% max in Money Market Mutual Funds; Registered with SEC under Investment Company Act of 1940 and funds meet either of the following criteria: (i) Highest rating by two NRSROs; or (ii) Retained an investment adviser registered or exempt from SEC registration with > 5 years experience managing money market mutual funds with AUM >\$500 million	Complies
Local Agency Investment Fund (LAIF)	Maximum permitted amount in LAIF; Not used by investment adviser	Complies
Local Government Investment Pool (LGIP)	San Diego County Investment Pool	Complies
Prohibited Securities	Any investment not specifically described in the policy; Inverse floaters; Ranges notes, Mortgage-derived interest-only strips; Zero interest accrual securities if held to maturity; Trading securities for the sole purpose of speculating on the future direction of interest rates; Purchasing or selling securities on margin; Reverse repurchase agreements; Securities lending or any other form of borrowing or leverage; Foreign currency denominated securities	Complies
Callable Securities	20% maximum (does not include "make whole call" securities)	Complies
Maximum Issuer	5% max per issuer, except as noted in Section VIII of the investment policy	Complies
Duration	Approximately equal to duration of the benchmark	Complies
Maximum maturity	5 years	Complies

Reconciliation Summary

As of December 31, 2021



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$37,080,896.69
Acquisition		
+ Security Purchases	\$2,921,741.99	
+ Money Market Fund Purchases	\$107,658.75	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$3,029,400.74
Dispositions		
- Security Sales	\$2,430,885.75	
- Money Market Fund Sales	\$487,163.09	
- MMF Withdrawals	\$2,567.39	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$63,281.73	
Total Dispositions		\$2,983,897.96
Amortization/Accretion		
+/- Net Accretion	\$0.00	
		\$0.00
Gain/Loss on Dispositions		
+/- Realized Gain/Loss	\$65,195.73	
		\$65,195.73
ENDING BOOK VALUE		\$37,191,595.20

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$418,680.74
Acquisition		
Contributions	\$0.00	
Security Sale Proceeds	\$2,430,885.75	
Accrued Interest Received	\$9,494.22	
Interest Received	\$44,362.32	
Dividend Received	\$14.70	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$63,281.73	
Total Acquisitions	\$2,548,038.72	
Dispositions		
Withdrawals	\$2,567.39	
Security Purchase	\$2,921,741.99	
Accrued Interest Paid	\$5,801.07	
Total Dispositions	\$2,930,110.45	
ENDING BOOK VALUE		\$36,609.01

Income Earned
As of December 31, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
FIXED INCOME						
023135BW5	Amazon.com Inc Note 0.45% Due 05/12/2024	05/10/2021 05/12/2021 255,000.00	254,627.70 0.00 0.00 254,627.70	60.56 0.00 156.19 95.63	0.00 0.00 0.00 95.63	95.63
037833AK6	Apple Inc Note 2.4% Due 05/03/2023	Various Various 700,000.00	700,739.00 0.00 0.00 700,739.00	1,306.67 0.00 2,706.67 1,400.00	0.00 0.00 0.00 1,400.00	1,400.00
06051GEU9	Bank of America Corp Note 3.3% Due 01/11/2023	12/27/2018 12/31/2018 400,000.00	393,500.00 0.00 0.00 393,500.00	5,133.33 0.00 6,233.33 1,100.00	0.00 0.00 0.00 1,100.00	1,100.00
06368FAC3	Bank of Montreal Note 1.25% Due 09/15/2026	11/18/2021 11/22/2021 500,000.00	491,120.00 0.00 0.00 491,120.00	1,319.44 0.00 1,840.28 520.84	0.00 0.00 0.00 520.84	520.84
06406RAA5	Bank of NY Mellon Corp Callable Note Cont 1/7/2022 Due 02/07/2022	08/14/2018 08/16/2018 0.00	392,152.00 0.00 392,152.00 0.00	3,293.33 3,755.56 0.00 462.23	0.00 0.00 0.00 462.23	462.23
06406RAX5	Bank of NY Mellon Corp Callable Note Cont 9/25/2024 0.85% Due 10/25/2024	12/15/2021 12/17/2021 500,000.00	0.00 495,325.00 0.00 495,325.00	0.00 (613.89) 779.17 165.28	0.00 0.00 0.00 165.28	165.28
084670BR8	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 03/15/2023	08/26/2019 08/28/2019 400,000.00	412,068.00 0.00 0.00 412,068.00	2,322.22 0.00 3,238.89 916.67	0.00 0.00 0.00 916.67	916.67
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	09/08/2021 09/15/2021 100,000.00	99,989.68 0.00 0.00 99,989.68	5.50 27.50 5.50 27.50	0.00 0.00 0.00 27.50	27.50
14913R2L0	Caterpillar Financial Service Note 0.45% Due 05/17/2024	05/10/2021 05/17/2021 405,000.00	404,457.30 0.00 0.00 404,457.30	70.88 0.00 222.75 151.87	0.00 0.00 0.00 151.87	151.87



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
24422EUR8	John Deere Capital Corp Note 3.45% Due 01/10/2024	03/14/2019 03/18/2019 400,000.00	408,860.00 0.00 0.00 408,860.00	5,405.00 0.00 6,555.00 1,150.00	0.00 0.00 0.00 1,150.00	1,150.00
24422EVN6	John Deere Capital Corp Note 0.45% Due 01/17/2024	03/01/2021 03/04/2021 275,000.00	274,804.75 0.00 0.00 274,804.75	460.63 0.00 563.75 103.12	0.00 0.00 0.00 103.12	103.12
3130A0F70	FHLB Note 3.375% Due 12/08/2023	01/30/2019 01/31/2019 525,000.00	540,734.25 0.00 0.00 540,734.25	8,514.84 8,859.38 1,132.03 1,476.57	0.00 0.00 0.00 1,476.57	1,476.57
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	Various Various 580,000.00	605,009.60 0.00 0.00 605,009.60	7,735.34 8,337.50 787.44 1,389.60	0.00 0.00 0.00 1,389.60	1,389.60
3130A2UW4	FHLB Note 2.875% Due 09/13/2024	10/29/2019 10/30/2019 300,000.00	315,474.00 0.00 0.00 315,474.00	1,868.75 0.00 2,587.50 718.75	0.00 0.00 0.00 718.75	718.75
3130A3KM5	FHLB Note 2.5% Due 12/09/2022	09/10/2019 09/13/2019 575,000.00	591,174.75 0.00 0.00 591,174.75	6,868.06 7,187.50 878.47 1,197.91	0.00 0.00 0.00 1,197.91	1,197.91
313379Q69	FHLB Note 2.125% Due 06/10/2022	06/20/2017 06/21/2017 600,000.00	607,110.00 0.00 0.00 607,110.00	6,056.25 6,375.00 743.75 1,062.50	0.00 0.00 0.00 1,062.50	1,062.50
3135G04Q3	FNMA Note 0.25% Due 05/22/2023	05/20/2020 05/22/2020 645,000.00	643,058.55 0.00 0.00 643,058.55	40.31 0.00 174.69 134.38	0.00 0.00 0.00 134.38	134.38
3135G05G4	FNMA Note 0.25% Due 07/10/2023	07/08/2020 07/10/2020 560,000.00	558,796.00 0.00 0.00 558,796.00	548.33 0.00 665.00 116.67	0.00 0.00 0.00 116.67	116.67

Income Earned

As of December 31, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3135G06H1	FNMA Note 0.25% Due 11/27/2023	11/23/2020 11/25/2020 580,000.00	579,338.80 0.00 0.00 579,338.80	16.11 0.00 136.94 120.83	0.00 0.00 0.00 120.83	120.83
3135G0W33	FNMA Note Due 09/06/2022	09/05/2019 09/06/2019 0.00	622,825.00 0.00 622,825.00 0.00	2,029.08 2,387.15 0.00 358.07	0.00 0.00 0.00 358.07	358.07
3135G0X24	FNMA Note 1.625% Due 01/07/2025	01/16/2020 01/17/2020 625,000.00	623,050.00 0.00 0.00 623,050.00	4,062.50 0.00 4,908.85 846.35	0.00 0.00 0.00 846.35	846.35
3137EADB2	FHLMC Note 2.375% Due 01/13/2022	Various Various 575,000.00	585,310.00 0.00 0.00 585,310.00	5,234.90 0.00 6,372.92 1,138.02	0.00 0.00 0.00 1,138.02	1,138.02
3137EAEN5	FHLMC Note 2.75% Due 06/19/2023	11/26/2018 11/27/2018 275,000.00	593,214.00 0.00 321,324.25 271,889.75	7,425.00 8,349.31 252.08 1,176.39	0.00 0.00 0.00 1,176.39	1,176.39
3137EAEP0	FHLMC Note 1.5% Due 02/12/2025	06/04/2020 06/05/2020 625,000.00	652,443.75 0.00 0.00 652,443.75	2,838.54 0.00 3,619.79 781.25	0.00 0.00 0.00 781.25	781.25
3137EAER6	FHLMC Note 0.375% Due 05/05/2023	05/05/2020 05/07/2020 600,000.00	599,748.00 0.00 0.00 599,748.00	162.50 0.00 350.00 187.50	0.00 0.00 0.00 187.50	187.50
3137EAEV7	FHLMC Note 0.25% Due 08/24/2023	08/27/2020 08/31/2020 900,000.00	899,037.00 0.00 0.00 899,037.00	606.25 0.00 793.75 187.50	0.00 0.00 0.00 187.50	187.50
3137EAEX3	FHLMC Note 0.375% Due 09/23/2025	09/24/2020 09/25/2020 450,000.00	448,857.00 0.00 0.00 448,857.00	318.75 0.00 459.38 140.63	0.00 0.00 0.00 140.63	140.63

Income Earned
As of December 31, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3137EAEY1	FHLMC Note 0.125% Due 10/16/2023	10/14/2020 10/16/2020 630,000.00	627,650.10 0.00 0.00 627,650.10	98.44 0.00 164.06 65.62	0.00 0.00 0.00 65.62	65.62
3137EAEZ8	FHLMC Note 0.25% Due 11/06/2023	11/17/2020 11/18/2020 650,000.00	649,467.00 0.00 0.00 649,467.00	112.85 0.00 248.26 135.41	0.00 0.00 0.00 135.41	135.41
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 04/21/2025	02/17/2021 02/24/2021 80,000.00	79,998.54 0.00 0.00 79,998.54	6.00 18.00 6.00 18.00	0.00 0.00 0.00 18.00	18.00
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	09/22/2020 09/29/2020 250,000.00	249,963.28 0.00 0.00 249,963.28	33.40 77.08 33.40 77.08	0.00 0.00 0.00 77.08	77.08
43813RAC1	Honda Auto Receivables 2020-1 A3 1.61% Due 04/22/2024	02/19/2020 02/26/2020 61,013.49	65,658.69 0.00 4,657.16 61,001.53	29.37 88.11 27.29 86.03	0.00 0.00 0.00 86.03	86.03
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 01/21/2026	11/16/2021 11/24/2021 120,000.00	119,974.70 0.00 0.00 119,974.70	20.53 79.20 29.33 88.00	0.00 0.00 0.00 88.00	88.00
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 08/15/2023	08/20/2019 08/27/2019 52,428.07	58,541.19 0.00 6,113.56 52,427.63	46.31 86.84 41.48 82.01	0.00 0.00 0.00 82.01	82.01
4581X0DZ8	Inter-American Dev Bank Note 0.5% Due 09/23/2024	09/15/2021 09/23/2021 505,000.00	504,626.30 0.00 0.00 504,626.30	476.94 0.00 687.36 210.42	0.00 0.00 0.00 210.42	210.42
459058GQ0	Intl. Bank Recon & Development Note 2.5% Due 03/19/2024	01/26/2021 01/28/2021 450,000.00	481,473.00 0.00 0.00 481,473.00	2,250.00 0.00 3,187.50 937.50	0.00 0.00 0.00 937.50	937.50

As of December 31, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
459058JM6	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	11/17/2020 11/24/2020 320,000.00	319,312.00 0.00 0.00 319,312.00	15.56 0.00 82.22 66.66	0.00 0.00 0.00 66.66	66.66
45950KCR9	International Finance Corp Note 1.375% Due 10/16/2024	07/12/2021 07/14/2021 300,000.00	308,070.00 0.00 0.00 308,070.00	515.63 0.00 859.38 343.75	0.00 0.00 0.00 343.75	343.75
46625HJE1	JP Morgan Chase Note 3.25% Due 09/23/2022	12/19/2019 12/24/2019 400,000.00	413,076.00 0.00 0.00 413,076.00	2,455.56 0.00 3,538.89 1,083.33	0.00 0.00 0.00 1,083.33	1,083.33
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	07/16/2019 07/24/2019 49,874.34	53,993.02 0.00 4,129.27 49,863.75	53.04 99.46 48.99 95.41	0.00 0.00 0.00 95.41	95.41
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	07/14/2020 07/22/2020 75,000.00	74,988.57 0.00 0.00 74,988.57	17.00 31.88 17.00 31.88	0.00 0.00 0.00 31.88	31.88
47788UAC6	John Deere Owner Trust 2021-A A3 0.36% Due 09/15/2025	03/02/2021 03/10/2021 115,000.00	114,977.90 0.00 0.00 114,977.90	18.40 34.50 18.40 34.50	0.00 0.00 0.00 34.50	34.50
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 08/15/2024	03/04/2020 03/11/2020 147,907.75	158,238.82 0.00 10,340.11 147,898.71	77.37 145.06 72.31 140.00	0.00 0.00 0.00 140.00	140.00
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 03/16/2026	07/13/2021 07/21/2021 135,000.00	134,987.96 0.00 0.00 134,987.96	31.20 58.50 31.20 58.50	0.00 0.00 0.00 58.50	58.50
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	06/22/2021 06/29/2021 155,000.00	154,988.30 0.00 0.00 154,988.30	27.56 51.67 27.56 51.67	0.00 0.00 0.00 51.67	51.67



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 07/15/2024	10/16/2019 10/23/2019 234,401.89	255,403.59 0.00 21,014.08 234,389.51	219.09 410.80 201.06 392.77	0.00 0.00 0.00 392.77	392.77
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 07/28/2022	04/24/2018 04/26/2018 400,000.00	385,792.00 0.00 0.00 385,792.00	3,348.33 0.00 4,165.00 816.67	0.00 0.00 0.00 816.67	816.67
69371RR40	Paccar Financial Corp Note 0.5% Due 08/09/2024	08/03/2021 08/09/2021 155,000.00	154,916.30 0.00 0.00 154,916.30	241.11 0.00 305.69 64.58	0.00 0.00 0.00 64.58	64.58
78015K7H1	Royal Bank of Canada Note 1.15% Due 06/10/2025	11/16/2021 11/18/2021 500,000.00	496,035.00 0.00 0.00 496,035.00	2,731.25 2,875.00 335.42 479.17	0.00 0.00 0.00 479.17	479.17
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 07/15/2024	06/29/2021 07/12/2021 65,000.00	64,966.85 0.00 0.00 64,966.85	156.86 0.00 190.71 33.85	0.00 0.00 0.00 33.85	33.85
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 03/18/2024	Various Various 485,000.00	487,196.50 0.00 0.00 487,196.50	737.60 0.00 1,040.73 303.13	0.00 0.00 0.00 303.13	303.13
89114TZG0	Toronto-Dominion Bank Note 1.25% Due 09/10/2026	11/17/2021 11/19/2021 500,000.00	489,720.00 0.00 0.00 489,720.00	1,406.25 0.00 1,927.08 520.83	0.00 0.00 0.00 520.83	520.83
89232HAC9	Toyota Auto Receivable Own 2020-A A3 1.66% Due 05/15/2024	06/17/2020 06/19/2020 205,634.68	227,790.23 0.00 17,416.32 210,373.91	164.27 308.01 151.71 295.45	0.00 0.00 0.00 295.45	295.45
89236TFS9	Toyota Motor Credit Corp Note 3.35% Due 01/08/2024	05/20/2019 05/22/2019 400,000.00	411,444.00 0.00 0.00 411,444.00	5,322.78 0.00 6,439.44 1,116.66	0.00 0.00 0.00 1,116.66	1,116.66

Income Earned

As of December 31, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 01/15/2025	10/06/2020 10/13/2020 100,000.00	99,981.37 0.00 0.00 99,981.37	15.56 29.17 15.56 29.17	0.00 0.00 0.00 29.17	29.17
89237VAB5	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	07/21/2020 07/27/2020 155,000.00	154,988.07 0.00 0.00 154,988.07	30.31 56.83 30.31 56.83	0.00 0.00 0.00 56.83	56.83
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 05/15/2025	02/02/2021 02/08/2021 290,000.00	289,946.18 0.00 0.00 289,946.18	33.51 62.83 33.51 62.83	0.00 0.00 0.00 62.83	62.83
91159HHX1	US Bancorp Callable Note Cont 6/28/2024 2.4% Due 07/30/2024	03/25/2021 03/29/2021 450,000.00	475,276.50 0.00 0.00 475,276.50	3,630.00 0.00 4,530.00 900.00	0.00 0.00 0.00 900.00	900.00
9128282A7	US Treasury Note 1.5% Due 08/15/2026	09/23/2021 09/24/2021 800,000.00	822,562.50 0.00 0.00 822,562.50	3,521.74 0.00 4,532.61 1,010.87	0.00 0.00 0.00 1,010.87	1,010.87
9128284D9	US Treasury Note 2.5% Due 03/31/2023	12/27/2018 12/28/2018 450,000.00	448,505.86 0.00 0.00 448,505.86	1,916.21 0.00 2,874.31 958.10	0.00 0.00 0.00 958.10	958.10
9128284Z0	US Treasury Note 2.75% Due 08/31/2025	06/17/2021 06/18/2021 675,000.00	732,111.33 0.00 0.00 732,111.33	4,717.54 0.00 6,307.15 1,589.61	0.00 0.00 0.00 1,589.61	1,589.61
9128286L9	US Treasury Note 2.25% Due 03/31/2026	10/25/2021 10/26/2021 1,000,000.00	1,050,234.38 0.00 0.00 1,050,234.38	3,832.42 0.00 5,748.63 1,916.21	0.00 0.00 0.00 1,916.21	1,916.21
912828L24	US Treasury Note Due 08/31/2022	09/06/2018 09/07/2018 0.00	435,445.31 0.00 435,445.31 0.00	2,144.34 2,493.96 0.00 349.62	0.00 0.00 0.00 349.62	349.62

Income Earned

As of December 31, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912828M80	US Treasury Note Due 11/30/2022	04/11/2019 04/15/2019 0.00	593,554.69 0.00 593,554.69 0.00	32.97 758.24 0.00 725.27	0.00 0.00 0.00 725.27	725.27
912828P46	US Treasury Note 1.625% Due 02/15/2026	12/15/2021 12/16/2021 625,000.00	0.00 635,815.43 0.00 635,815.43	0.00 (3,394.62) 3,836.19 441.57	0.00 0.00 0.00 441.57	441.57
912828R36	US Treasury Note 1.625% Due 05/15/2026	10/25/2021 10/26/2021 1,000,000.00	1,022,500.00 0.00 0.00 1,022,500.00	718.23 0.00 2,109.81 1,391.58	0.00 0.00 0.00 1,391.58	1,391.58
912828W71	US Treasury Note 2.125% Due 03/31/2024	12/05/2019 12/06/2019 225,000.00	229,640.63 0.00 0.00 229,640.63	814.39 0.00 1,221.58 407.19	0.00 0.00 0.00 407.19	407.19
912828WE6	US Treasury Note 2.75% Due 11/15/2023	07/22/2019 07/23/2019 600,000.00	624,000.00 0.00 0.00 624,000.00	729.28 0.00 2,142.27 1,412.99	0.00 0.00 0.00 1,412.99	1,412.99
912828ZA1	US Treasury Note 1.125% Due 02/28/2022	03/24/2020 03/25/2020 700,000.00	709,925.78 0.00 0.00 709,925.78	2,001.38 0.00 2,675.76 674.38	0.00 0.00 0.00 674.38	674.38
912828ZD5	US Treasury Note 0.5% Due 03/15/2023	03/24/2020 03/25/2020 675,000.00	676,476.56 0.00 0.00 676,476.56	717.89 0.00 1,006.91 289.02	0.00 0.00 0.00 289.02	289.02
912828ZT0	US Treasury Note 0.25% Due 05/31/2025	02/25/2021 02/26/2021 675,000.00	665,112.30 0.00 0.00 665,112.30	4.64 0.00 148.35 143.71	0.00 0.00 0.00 143.71	143.71
91282CAM3	US Treasury Note 0.25% Due 09/30/2025	Various Various 1,000,000.00	970,800.79 0.00 0.00 970,800.79	425.82 0.00 638.74 212.92	0.00 0.00 0.00 212.92	212.92

Income Earned

As of December 31, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	11/29/2021 11/30/2021 650,000.00	629,535.16 0.00 0.00 629,535.16	139.16 0.00 278.31 139.15	0.00 0.00 0.00 139.15	139.15
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	Various Various 800,000.00	780,535.15 0.00 0.00 780,535.15	8.24 0.00 263.74 255.50	0.00 0.00 0.00 255.50	255.50
91282CBA8	US Treasury Note 0.125% Due 12/15/2023	12/28/2020 12/29/2020 700,000.00	698,824.22 0.00 0.00 698,824.22	404.03 437.50 40.87 74.34	0.00 0.00 0.00 74.34	74.34
91282CBE0	US Treasury Note 0.125% Due 01/15/2024	01/28/2021 01/29/2021 550,000.00	548,990.23 0.00 0.00 548,990.23	259.68 0.00 317.60 57.92	0.00 0.00 0.00 57.92	57.92
91282CBV2	US Treasury Note 0.375% Due 04/15/2024	04/29/2021 04/30/2021 650,000.00	650,583.98 0.00 0.00 650,583.98	314.73 0.00 522.32 207.59	0.00 0.00 0.00 207.59	207.59
91282CCG4	US Treasury Note 0.25% Due 06/15/2024	06/24/2021 06/25/2021 300,000.00	298,160.16 0.00 0.00 298,160.16	346.31 375.00 35.03 63.72	0.00 0.00 0.00 63.72	63.72
91282CCT6	US Treasury Note 0.375% Due 08/15/2024	12/15/2021 12/16/2021 800,000.00	0.00 789,000.00 0.00 789,000.00	0.00 (1,002.72) 1,133.15 130.43	0.00 0.00 0.00 130.43	130.43
91282CDG3	US Treasury Note 1.125% Due 10/31/2026	11/18/2021 11/19/2021 1,000,000.00	995,507.81 0.00 0.00 995,507.81	963.40 0.00 1,926.80 963.40	0.00 0.00 0.00 963.40	963.40
91282CDH1	US Treasury Note 0.75% Due 11/15/2024	11/29/2021 11/30/2021 650,000.00	648,324.22 0.00 0.00 648,324.22	215.47 0.00 632.94 417.47	0.00 0.00 0.00 417.47	417.47

As of December 31, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CDK4	US Treasury Note 1.25% Due 11/30/2026	12/22/2021 12/23/2021 1,000,000.00	0.00 1,001,601.56 0.00 1,001,601.56	0.00 (789.84) 1,098.90 309.06	0.00 0.00 0.00 309.06	309.06
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 05/15/2026	11/24/2021 11/29/2021 500,000.00	490,095.00 0.00 0.00 490,095.00	255.56 0.00 734.72 479.16	0.00 0.00 0.00 479.16	479.16
931142ERO	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 09/17/2026	09/08/2021 09/17/2021 80,000.00	79,848.80 0.00 0.00 79,848.80	172.67 0.00 242.67 70.00	0.00 0.00 0.00 70.00	70.00
Total Fixed Income			36,662,215.95 2,921,741.99 2,428,971.75 37,154,986.19	122,681.25 48,055.47 115,120.33 40,494.55	0.00 0.00 0.00 40,494.55	40,494.55
CASH & EQUIVALENT						
60934N807	Federated Investors Govt Oblig Fund Inst.	Various Various 36,609.01	418,680.74 107,658.75 489,730.48 36,609.01	0.00 14.70 0.00 14.70	0.00 0.00 0.00 14.70	14.70
Total Cash & Equivalent			418,680.74 107,658.75 489,730.48 36,609.01	0.00 14.70 0.00 14.70	0.00 0.00 0.00 14.70	14.70
TOTAL PORTFOLIO			37,080,896.69 3,029,400.74 2,918,702.23 36,927,869.23	122,681.25 48,070.17 115,120.33 40,509.25	0.00 0.00 0.00 40,509.25	40,509.25



COUNTY OF SAN DIEGO INVESTMENT POOL
TREASURY INVESTMENT RESULTS

DEC
2021

PARTICIPANT CASH BALANCES

County of San Diego Pooled Money Fund

As of December 31, 2021

(\$000)

PARTICIPANT	FMV 10/31/21	FMV 11/30/21	FMV 12/31/21	% of Total	PARTICIPANT	FMV 10/31/21	FMV 11/30/21	FMV 12/31/21	% of Total
COUNTY	1,881,599	2,597,558	3,055,430	21.18%	Leucadia Wastewater District	3,010	3,003	3,014	0.02%
COUNTY - SPECIAL TRUST FUNDS	1,677,343	1,640,706	2,213,686	15.34%	Lower Sweetwater FPD	466	487	617	0.00%
NON-COUNTY INVESTMENT FUNDS	123,483	139,253	152,088	1.05%	Metropolitan Transit System	43,746	51,075	45,425	0.31%
SCHOOLS - (K THRU 12)	5,367,495	5,194,145	6,218,730	43.10%	Mission Resource Conservation District	98	100	112	0.00%
					North County Transit District	43,088	42,999	43,149	0.30%
COMMUNITY COLLEGES					North County Cemetery District	8,130	8,108	8,177	0.06%
San Diego	150,014	144,570	204,427	1.43%	North County Dispatch	5,939	5,526	5,388	0.04%
Grossmont-Cuyamaca	237,498	231,756	227,196	1.57%	North County FPD	3,534	3,325	3,395	0.02%
MiraCosta	292,895	288,281	315,536	2.19%	Otay Water District	56,229	56,114	56,310	0.39%
Palomar	219,737	218,549	240,797	1.67%	Palomar Health Care District*	0	0	0	0.00%
Southwestern	156,316	428,175	437,751	3.03%	Pomerado Cemetery District	1,954	2,051	2,219	0.02%
Total Community Colleges	1,056,460	1,311,331	1,425,706	9.88%	Public Agencies Self-Insurance System	3,497	3,490	3,502	0.02%
					Ramona Cemetery District	1,107	1,093	1,138	0.01%
FIRST 5 COMMISSION	40,547	42,732	42,974	0.30%	Rancho Santa Fe FPD	6,311	6,052	9,545	0.07%
SANCAL	0	0	0	0.00%	Resource Conservation District of Greater SD*	0	0	0	0.00%
SDCERA	7,655	7,512	7,625	0.05%	Rincon del Diablo Municipal Water District	6,826	6,812	6,836	0.05%
					SANDAG	200,804	185,916	172,698	1.20%
CITIES					SD County Regional Airport Authority	340,448	341,560	546,337	3.79%
Chula Vista	200,985	131,096	81,756	0.57%	San Diego Housing Commission	22,134	22,088	22,165	0.15%
Coronado	74,170	72,033	82,244	0.57%	San Diego Geographic Information Source	658	802	670	0.00%
Del Mar	2,770	2,764	2,774	0.02%	San Diego Law Library	5,660	5,656	5,679	0.04%
El Cajon	0	0	0	0.00%	San Diego Local Agency Formation Comm	2,251	2,071	1,878	0.01%
Encinitas	4,200	1,214	1,218	0.01%	San Diego Regional Training Center	763	947	836	0.01%
National City	36,334	36,259	36,386	0.25%	San Dieguito River Park	1,278	1,145	1,118	0.01%
Oceanside*	0	0	0	0.00%	San Marcos FPD	1	1	1	0.00%
Solana Beach*	0	0	0	0.00%	San Miguel Consolidated FPD	14,358	15,541	15,642	0.11%
					Santa Fe Irrigation District	4,506	4,497	4,513	0.03%
INDEPENDENT AGENCIES					Serra Cooperative Library System	0	0	0	0.00%
Air Pollution Control District	78,798	78,283	76,497	0.53%	Upper San Luis Rey Resource Conserv Dist	80	80	83	0.00%
Alpine FPD	985	988	2,048	0.01%	Vallecitos Water District	5,535	5,523	5,543	0.04%
Bonita-Sunnyside FPD	4,686	4,868	5,522	0.04%	Valley Center FPD	1,110	1,069	1,413	0.01%
Borrego Springs FPD	836	812	1,228	0.01%	Valley Center Cemetery District	430	431	445	0.00%
Canebrake County Water District	55	54	55	0.00%	Valley Center Water District	23,283	21,510	24,930	0.17%
Deer Springs FPD	12,961	13,268	14,434	0.10%	Vista FPD	4,974	4,963	6,226	0.04%
Fallbrook Public Utility District	0	0	0	0.00%	Whispering Palms Community Services District*	0	0	0	0.00%
Grossmont Healthcare District	2	2	2	0.00%	Total Voluntary Participants	1,283,171	1,201,778	1,362,775	9.45%
Julian-Cuyamaca FPD	521	520	521	0.00%					
Lake Cuyamaca Rec & Park District	242	241	192	0.00%	Pooled Money Fund Total	\$11,389,552	\$12,084,771	\$14,428,415	100.00%
Lakeside FPD	5,214	5,095	8,292	0.06%					

* Footnote: The Oracle ending balances for these pool participants are under \$500. Due to rounding, the FMV will show as zero even though there is an Oracle balance.

Good afternoon,

Below is the market price for December 2021.


National City		Pool YTM: 0.63			
Conversion of Oracle Cash Balance to COSD Pool Market Price					
Month Ended December 31st, 2021					
		Current Month	Prior Month	Prior Quarter	Prior Year
		12/31/2021	11/30/2021	9/30/2021	12/31/2020
COSD Pool Market Price		99.597%	99.249%	99.421%	100.543%
COSD Pool Market Value		14,428,414,435	12,084,770,571	10,597,466,800	12,366,434,378
National City percentage of MV share in COSD Pool		0.2522%	0.3000%	0.3422%	0.2947%
Fund Description	Oracle Cash Balance	Market Value	Market Value	Market Value	Market Value
NATIONAL CITY INVESTMENT FUND	36,533,419	36,386,047	36,259,234	36,259,817	36,441,433
Total for National City	36,533,419	36,386,047	36,259,234	36,259,817	36,441,433

Thank you,



Erin Lahti
 Investment Analyst
 San Diego County Treasurer-Tax Collector's Office
 Phone: 619.531.5308 | www.sdttc.com

Below is the market price for November 2021.

National City		Pool YTM: 0.69			
Conversion of Oracle Cash Balance to COSD Pool Market Price					
Month Ended November 30th, 2021					
		Current Month	Prior Month	Prior Quarter	Prior Year
		11/30/2021	10/31/2021	8/31/2021	11/30/2020
COSD Pool Market Price		99.249%	99.454%	100.314%	100.540%
COSD Pool Market Value		12,084,770,571	11,389,552,243	10,679,810,981	10,524,410,956
National City percentage of MV share in COSD Pool		0.3000%	0.3190%	0.3426%	0.3462%
Fund Description	Oracle Cash Balance	Market Value	Market Value	Market Value	Market Value
 NATIONAL CITY INVESTMENT FUND	36,533,419	36,259,234	36,334,037	36,585,620	36,440,429
Total for National City	36,533,419	36,259,234	36,334,037	36,585,620	36,440,429

Thank you,



Erin Lahti
 Investment Analyst
 San Diego County Treasurer-Tax Collector's Office
 Phone: 619.531.5308 | www.sdttc.com

Below is the market price for October 2021.

National City		Pool YTM: 0.7			
Conversion of Oracle Cash Balance to COSD Pool Market Price					
Month Ended October 31st, 2021					
		Current Month 10/31/2021	Prior Month 9/30/2021	Prior Quarter 7/31/2021	Prior Year 10/31/2020
COSD Pool Market Price		99.454%	99.421%	100.104%	100.636%
COSD Pool Market Value		11,389,552,243	10,597,466,800	10,935,359,363	10,280,461,837
National City percentage of MV share in COSD Pool		0.3190%	0.3422%	0.3338%	0.3544%
Fund Description	Oracle Cash Balance	Market Value	Market Value	Market Value	Market Value
NATIONAL CITY INVESTMENT FUND	36,533,419	36,334,037	36,259,817	36,504,285	36,434,565
Total for National City	36,533,419	36,334,037	36,259,817	36,504,285	36,434,565

Thank you,



Erin Lahti
 Investment Analyst
San Diego County Treasurer-Tax Collector's Office
 Phone: 619.531.5308 | www.sdttc.com

California State Treasurer *Fiona Ma, CPA*



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

January 03, 2022

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

CITY OF NATIONAL CITY

FINANCE DIRECTOR
1243 NATIONAL CITY BLVD
NATIONAL CITY, CA 91950-4397

[Tran Type Definitions](#)

//

December 2021 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	12,500,852.69
Total Withdrawal:	0.00	Ending Balance:	12,500,852.69

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
 P.O. Box 942809
 Sacramento, CA 94209-0001
 (916) 653-3001

January 03, 2022

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

CITY OF NATIONAL CITY

FINANCE DIRECTOR
 1243 NATIONAL CITY BLVD
 NATIONAL CITY, CA 91950-4397

[Tran Type Definitions](#)

//

November 2021 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
11/12/2021	11/10/2021	RW	1690292	N/A	RACHELLE BARRERA	-2,500,000.00
11/17/2021	11/16/2021	RW	1690559	N/A	RACHELLE BARRERA	-2,000,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	17,000,852.69
Total Withdrawal:	-4,500,000.00	Ending Balance:	12,500,852.69

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
 P.O. Box 942809
 Sacramento, CA 94209-0001
 (916) 653-3001

November 22, 2021

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

CITY OF NATIONAL CITY

FINANCE DIRECTOR
 1243 NATIONAL CITY BLVD
 NATIONAL CITY, CA 91950-4397

[Tran Type Definitions](#)

//

October 2021 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
10/15/2021	10/14/2021	QRD	1688577	N/A	SYSTEM	12,787.28
10/21/2021	10/20/2021	RW	1689157	N/A	RACHELLE BARRERA	-2,500,000.00

Account Summary

Total Deposit:	12,787.28	Beginning Balance:	19,488,065.41
Total Withdrawal:	-2,500,000.00	Ending Balance:	17,000,852.69



BETTY T. YEE
California State Controller

**LOCAL AGENCY INVESTMENT FUND
 REMITTANCE ADVICE**

Agency Name

NATIONAL CITY

As of 01/14/2022, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 12/31/2021.

Earnings Ratio		.00000625812849570
Interest Rate		0.23%
Dollar Day Total	\$	1,398,899,425.56
Quarter End Principal Balance	\$	12,500,852.69
Quarterly Interest Earned	\$	8,754.49



State of California Pooled Money Investment Account Market Valuation 12/31/2021

Description	Carrying Cost Plus Accrued Interest Purch.	Amortized Cost	Fair Value	Accrued Interest
United States Treasury:				
Bills	\$ 43,569,286,927.30	\$ 43,578,148,587.65	\$ 43,566,910,500.00	NA
Notes	\$ 75,086,412,242.60	\$ 75,080,652,906.63	\$ 74,687,028,500.00	\$ 109,370,054.00
Federal Agency:				
SBA	\$ 350,740,581.41	\$ 350,740,581.41	\$ 351,306,665.72	\$ 148,390.75
MBS-REMICs	\$ 6,715,516.12	\$ 6,715,516.12	\$ 6,985,051.69	\$ 30,724.20
Debentures	\$ 10,439,956,592.62	\$ 10,439,204,370.45	\$ 10,416,451,600.00	\$ 9,420,765.50
Debentures FR	\$ -	\$ -	\$ -	\$ -
Debentures CL	\$ 800,000,000.00	\$ 800,000,000.00	\$ 790,694,000.00	\$ 762,194.00
Discount Notes	\$ 19,162,958,897.16	\$ 19,165,010,905.46	\$ 19,157,738,000.00	NA
Supranational Debentures				
Supranational Debentures FR	\$ 2,219,658,716.35	\$ 2,218,983,369.12	\$ 2,204,343,500.00	\$ 6,007,849.50
Supranational Debentures FR	\$ 50,000,000.00	\$ 50,000,000.00	\$ 50,001,500.00	\$ 5,495.49
CDs and YCDs FR				
Bank Notes	\$ -	\$ -	\$ -	\$ -
Bank Notes	\$ 50,000,000.00	\$ 50,000,000.00	\$ 49,999,510.67	\$ 29,305.56
CDs and YCDs	\$ 13,350,000,416.66	\$ 13,350,000,000.00	\$ 13,346,930,419.28	\$ 6,017,777.79
Commercial Paper	\$ 11,491,501,972.14	\$ 11,495,349,152.68	\$ 11,494,513,733.35	NA
Corporate:				
Bonds FR	\$ -	\$ -	\$ -	\$ -
Bonds	\$ 310,090,245.37	\$ 309,862,368.98	\$ 307,103,440.00	\$ 1,913,014.98
Repurchase Agreements				
Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
Time Deposits				
PMIA & GF Loans	\$ 3,807,500,000.00	\$ 3,807,500,000.00	\$ 3,807,500,000.00	NA
PMIA & GF Loans	\$ 743,769,000.00	\$ 743,769,000.00	\$ 743,769,000.00	NA
TOTAL	\$ 181,438,591,107.73	\$ 181,445,936,758.50	\$ 180,981,275,420.71	\$ 133,705,571.77

Fair Value Including Accrued Interest

\$ 181,114,980,992.48

Repurchase Agreements, Time Deposits, PMIA & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost (0.99743912). As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$19,948,782.39 or \$20,000,000.00 x 0.99743912.



California State Treasurer
Fiona Ma, CPA



[Home](#) | [Open Government](#) | [Careers](#) | [Contact](#) | [Calendar](#)

Search



[Home](#) [PMIA Home](#) [Contacts](#) [Time Deposits](#) [LAIF](#)

[Home](#) >> [PMIA](#) >> PMIA Average Monthly Effective Yields



POOLED MONEY INVESTMENT ACCOUNT

PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1977	5.770	5.660	5.660	5.650	5.760	5.850	5.930	6.050	6.090	6.090	6.610	6.730
1978	6.920	7.050	7.140	7.270	7.386	7.569	7.652	7.821	7.871	8.110	8.286	8.769
1979	8.777	8.904	8.820	9.082	9.046	9.224	9.202	9.528	9.259	9.814	10.223	10.218
1980	10.980	11.251	11.490	11.480	12.017	11.798	10.206	9.870	9.945	10.056	10.426	10.961
1981	10.987	11.686	11.130	11.475	12.179	11.442	12.346	12.844	12.059	12.397	11.887	11.484
1982	11.683	12.044	11.835	11.773	12.270	11.994	12.235	11.909	11.151	11.111	10.704	10.401
1983	10.251	9.887	9.688	9.868	9.527	9.600	9.879	10.076	10.202	10.182	10.164	10.227
1984	10.312	10.280	10.382	10.594	10.843	11.119	11.355	11.557	11.597	11.681	11.474	11.024
1985	10.579	10.289	10.118	10.025	10.180	9.743	9.656	9.417	9.572	9.482	9.488	9.371
1986	9.252	9.090	8.958	8.621	8.369	8.225	8.141	7.844	7.512	7.586	7.432	7.439
1987	7.365	7.157	7.205	7.044	7.294	7.289	7.464	7.562	7.712	7.825	8.121	8.071
1988	8.078	8.050	7.945	7.940	7.815	7.929	8.089	8.245	8.341	8.397	8.467	8.563
1989	8.698	8.770	8.870	8.992	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8.645
1990	8.571	8.538	8.506	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.680	5.692	5.379	5.323	5.235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4.554	4.438	4.472	4.430	4.380	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.380	5.528
1995	5.612	5.779	5.934	5.960	6.008	5.997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377	0.348	0.340	0.324	0.326
2013	0.300	0.286	0.285	0.264	0.245	0.244	0.267	0.271	0.257	0.266	0.263	0.264
2014	0.244	0.236	0.236	0.233	0.228	0.228	0.244	0.260	0.246	0.261	0.261	0.267
2015	0.262	0.266	0.278	0.283	0.290	0.299	0.320	0.330	0.337	0.357	0.374	0.400
2016	0.446	0.467	0.506	0.525	0.552	0.576	0.588	0.614	0.634	0.654	0.678	0.719
2017	0.751	0.777	0.821	0.884	0.925	0.978	1.051	1.084	1.111	1.143	1.172	1.239
2018	1.350	1.412	1.524	1.661	1.755	1.854	1.944	1.998	2.063	2.144	2.208	2.291
2019	2.355	2.392	2.436	2.445	2.449	2.428	2.379	2.341	2.280	2.190	2.103	2.043
2020	1.967	1.912	1.787	1.648	1.363	1.217	0.920	0.784	0.685	0.620	0.576	0.540

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2021	0.458	0.407	0.357	0.339	0.315	0.262	0.221	0.221	0.206	0.203	0.203	0.212

[Home](#) | [Comments](#) | [Disclosure Notice](#) | [Privacy Notice](#) | [Accessibility Statement](#) | [Unclaimed Property](#) | [Site Map](#) | [Download Adobe Reader](#)
© 2022 California State Treasurer's Office

The following page(s) contain the backup material for Agenda Item: [Warrant Register #30 for the period of 1/21/22 through 1/27/22 in the amount of \\$1,690,448.38. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: March 1, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #30 for the period of 1/21/22 through 1/27/22 in the amount of \$1,690,448.38.
(Finance)

PREPARED BY: Karla Apalategui, Senior Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: _____

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 1/21/22 - 1/27/22. 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	356356	105,001.00	Fire and Emergency Medical Dispatch
Dell Marketing LP	356365	94,494.14	Dell Poweredge PD Project
Health Net Inc	356378	84,169.07	Grp #R1192A – February 2022

FINANCIAL STATEMENT:

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$1,690,448.38.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify Warrants Totaling \$1,690,448.38

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 30



**WARRANT REGISTER # 30
1/27/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ELIZABETH S HAMMER	CONSULTING SERVICES / PD	356341	1/25/22	960.00
LIEBERT CASSIDY WHITMORE	PERSONNEL SERVICES / HR	356342	1/25/22	25,956.60
SORINA VAZQUEZ LOPEZ	HOUSING RELOCATION / NSD	356343	1/25/22	3,000.00
24 HOUR ELEVATOR INC	CITY WIDE ELEVATOR SERVICE AND REPAIRS	356344	1/27/22	8,898.90
ACE UNIFORMS & ACCESSORIES INC	FP62MN CORRECT MN NAVY PANTS FY22 / FIRE	356345	1/27/22	6,230.22
ADMINSURE INC	WORKERS' COMP MONTHLY SERVICES	356346	1/27/22	8,109.00
ALDEMCO	FOOD AS NEEDED FOR NUTRITION CENTER FY	356347	1/27/22	2,648.11
ALL FRESH PRODUCTS	FOR FOOD AS NEEDED FOR NUTRITION CENTER	356348	1/27/22	79.98
ASSI SECURITY INC	INVOICE ASSI WIRELESS ACCESS POINT	356349	1/27/22	3,270.00
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY22	356350	1/27/22	14,747.34
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY22	356351	1/27/22	81.18
BIDDLE CONSULTING GROUP INC	CRITICAL ELITE ANNUAL ONLINE SOFTWARE	356352	1/27/22	2,995.00
BOOT WORLD	MOP 64096 BOOTS / NSD	356353	1/27/22	125.00
BURKE WILLIAMS & SORENSEN LLP	LEGAL SERVICES RENDERED	356354	1/27/22	927.50
CANON SOLUTIONS AMERICA INC.	MAINTENANCE SERVICE PERIOD 1/1/2022-1/31	356355	1/27/22	10.15
CITY OF SAN DIEGO	FIRE AND EMERGENCY MEDICAL DISPATCH	356356	1/27/22	105,001.00
CODDINGTON LOCK AND SECURITY	CITYWIDE ON-SITE ELECTRONIC DOOR REPAIR	356357	1/27/22	1,561.91
COPWARE INC	COPWARE - SITE LIC 76-100 SWORN OFFICERS	356358	1/27/22	2,200.00
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR FY22	356359	1/27/22	2,250.35
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR FY22	356360	1/27/22	710.74
CSMFO	ATTENDANCE TO UPCOMING CSMFO IN FEB 2022	356361	1/27/22	760.00
CYRACOM INTERNATIONAL, INC	(OPI) OVER THE PHONE INTERPRETATION	356362	1/27/22	27.30
DAY WIRELESS SYSTEMS	RECURRING QRTLTY MAINTENANCE BILLING	356363	1/27/22	2,997.00
DE LAGE LANDEN	LEASE 20 SHARP COPIERS FOR FY21.	356364	1/27/22	5,879.26
DELL MARKETING L P	DELL POWEREDGE R940 PD PROJECT	356365	1/27/22	94,494.14
DEPARTMENT OF JUSTICE	NEW EMPLOYEE FINGERPRINT TEST RESULTS	356366	1/27/22	128.00
DIAZ	EDUCATION REIMBURSEMENT	356367	1/27/22	500.00
ERGOGENESIS LLC	ERGONOMIC CHAIR, G3: COMFORTEK -	356368	1/27/22	8,998.16
FACTORY MOTOR PARTS	MOP 82766 AUTO SUPPLIES - PW	356369	1/27/22	76.83
FALSD	FILIPINO AMERICAN LAWYERS MEMBERSHIP	356370	1/27/22	50.00
FON JON PET CARE CENTER	K9 BATH FEES AND KENNEL	356371	1/27/22	317.40
GIL	PD REIM SAL GIL	356372	1/27/22	38.98
GRAINGER	MOP 65179 GENERAL SUPPLIES - PW	356373	1/27/22	1,761.85
HEALTH NET	GRP #N7176A - FEBRUARY 2022	356374	1/27/22	1,884.24
HEALTH NET	GRP #N7716F - FEBRUARY 2022	356375	1/27/22	1,646.41
HEALTH NET	GRP #N7177A - FEBRUARY 2022	356376	1/27/22	1,277.44
HEALTH NET	GRP #R1192R - FEBRUARY 2022	356377	1/27/22	857.33
HEALTH NET INC	GRP #R1192A - FEBRUARY 2022	356378	1/27/22	84,169.07
HEALTH NET INC	GRP #57135A - FEBRUARY 2022	356379	1/27/22	5,158.85
HEALTH NET INC	GRP #LB439A - FEBRUARY 2022	356380	1/27/22	2,543.96
HEALTH NET INC	GRP #LB439F - FEBRUARY 2022	356381	1/27/22	735.61
IDEMIA IDENTITY & SECURITY USA	NEW EMPLOYEE FINGERPRINT TEST SUBMISSION	356382	1/27/22	8.00
INDUSTRIAL SAFETY LLC	MSA 10046570 CARBON CANISTER	356383	1/27/22	2,820.98
JONES	FLOATING HOURS REIMBURSEMENT	356384	1/27/22	377.76
KNOX SERVICES	ATTORNEY SERVICE FEES	356385	1/27/22	115.75
LAFRENIERE	EDUCATION REIMBURSEMENT	356386	1/27/22	460.00
LASER SAVER INC	MLK CARTRIDGE REPLACEMNET	356387	1/27/22	788.06
LIEBERT CASSIDY WHITMORE	PUBLIC RECORDS ACT TRAINING FROM LCW	356388	1/27/22	1,840.00



**WARRANT REGISTER # 30
1/27/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MCALISTER INSTITUTE	HOMELESS CASE MANAGEMENT SERVICES	356389	1/27/22	15,692.69
METEAU JR	CALPELRA ANNUAL CONFERENCE 2021 - NOV	356390	1/27/22	1,252.46
MEYERS, NAVE, RIBACK, SILVER	SVCS / COMMERCIAL CANNABIS PROGRAM	356391	1/27/22	3,180.00
MTS	MTS GRAFFITI REMOVAL FLAGGERS FY	356392	1/27/22	44.34
NATIONAL CITY ELECTRIC	CITYWIDE ON-SITE ELECTRICAL	356393	1/27/22	4,010.00
NEOGOV	NEOGOV SUBSCRIPTION FEE RENEWAL	356394	1/27/22	12,401.32
OFFICE SOLUTIONS BUSINESS	MOP# 83778 - FIRE ADMIN OFFICE SUPPLIES	356395	1/27/22	34.35
O'REILLY AUTO PARTS	MOP 75877 EQM SUPPLIES - PW	356396	1/27/22	126.15
PACIFIC REFRIGERATION INC	REPAIR SERVICES / NUTRITION	356397	1/27/22	988.30
PADRE JANITORIAL SUPPLIES	FOR CONSUMABLES AS NEEDED FOR NUTRITION	356398	1/27/22	217.39
PENSKE FORD	R&M CITY VEHICLES FY 2022	356399	1/27/22	227.84
PLANETBIDS INC	PLANETBIDS ANNUAL RENEWAL	356400	1/27/22	4,492.19
POLICE AND FIRE PSYCHOLOGY	PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATIONS	356401	1/27/22	1,400.00
POWERSTRIDE BATTERY CO INC	MOP 67839 AUTO SUPPLIES - PW	356402	1/27/22	289.19
PRO BUILD COMPANY	MOP #45707 MATERIALS & SUPPLIES	356403	1/27/22	1,178.33
PROFESSIONAL SEARCH GROUP LLC	TEMP SVCS/ACCOUNTING/SEAN TAMZOKE	356404	1/27/22	8,685.78
PRUDENTIAL OVERALL SUPPLY	MOP NUTRITION CENTER AND LAUNDRY SERVICE	356405	1/27/22	1,096.00
S D COUNTY VECTOR CNTRL PROGRM	MOSQUITO AND VECTOR DISEASE CONTROL	356406	1/27/22	854.56
SAN DIEGO GAS & ELECTRIC	FOR SAN DIEGO GAS & ELECTRIC UTILITIES	356407	1/27/22	2,480.21
SAN DIEGO MECHANICAL ENERGY	REPAIRS TO HVAC SYSTEMS AND OTHER	356408	1/27/22	619.00
SBCS CORPORATION	CARES ACT CDBG-CV AGREEMENT	356409	1/27/22	5,155.00
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS	356410	1/27/22	4,005.94
SHARP ELECTRONICS CORPORATION	MAINTENANCE 20 SHARP COPIERS FOR FY22	356411	1/27/22	2,672.41
SHRED IT USA	SHREDDING SVCS FOR DECEMBER 6, 2021	356412	1/27/22	115.21
SMART & FINAL	CASA DE SALUD CDBG TEEN SNACKS	356414	1/27/22	320.68
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 PRINT BUSINESS CARDS - CAO	356415	1/27/22	153.93
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES - PW	356416	1/27/22	1,723.02
STAPLES BUSINESS ADVANTAGE	MOP #45704/OFFICE SUPPLIES/HR	356417	1/27/22	40.56
SULLIVAN	TRAINING REIM LA 3 SULL	356418	1/27/22	291.25
SWAGIT PRODUCTION LLC	SWAGIT WEBCAST FY22	356419	1/27/22	1,920.83
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY 2022	356420	1/27/22	34,867.39
SYSCO SAN DIEGO INC	FOR FOOD AS NEEDED FOR NUTRITION CENTER	356421	1/27/22	3,553.23
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES - PW	356422	1/27/22	492.62
TECHNOLOGY INTEGRATION GROUP	MISC MIS EQUIP FOR FY22	356423	1/27/22	1,932.39
TELECOM LAW FIRM P C	LEGAL SERVICES RIGHT OF WAY USE	356424	1/27/22	120.00
THE BANK OF NEW YORK MELLON	CUSTODIAN FEE: PERIOD 10/1/2021 TO 12/31/21	356425	1/27/22	300.00
THE COUNSELING TEAM	EMPLOYEE SUPPORT SERVICES FOR SEPTEMBER	356426	1/27/22	1,600.00
THE LINCOLN NATIONAL LIFE INS	GRP #415491 - FEBRUARY 2022	356427	1/27/22	9,438.39
THE SHERWIN WILLIAMS CO	MOP 77816 PAINT SUPPLIES / NSD	356428	1/27/22	146.78
U S BANK	TRENDMICRO ANTIVIRUS	356429	1/27/22	9,071.29
ULINE	RFQ #1147 LAB SUPPLIES FOR PD	356430	1/27/22	1,975.24
UNGAB	RETIREE HEALTH BENEFITS - FEBRUARY	356431	1/27/22	600.00
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY22	356432	1/27/22	10,018.90
VISTA PAINT	MOP 68834 TRAFFIC PAINT - PW	356433	1/27/22	1,142.42
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES	356434	1/27/22	3,007.53
WEST PAYMENT CENTER	WEST INVESTIGATIVE SERVICES FOR FY22.	356435	1/27/22	1,266.44
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRONIC SUPPLIES MIS	356436	1/27/22	147.14



**WARRANT REGISTER # 30
1/27/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
			A/P Total	565,824.05
PAYROLL				
Pay period	Start Date	End Date	Check Date	
1	12/28/2021	1/10/2022	1/19/2022	1,124,624.33
		GRAND TOTAL		<u>\$ 1,690,448.38</u>

The following page(s) contain the backup material for Agenda Item: [Warrant Register #31 for the period of 1/28/22 through 2/03/22 in the amount of \\$2,243,366.83. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: March 1, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #31 for the period of 1/28/22 through 2/03/22 in the amount of \$2,243,366.83.
(Finance)

PREPARED BY: Karla Apalategui, Senior Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: _____

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 1/28/22 - 2/03/22. 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>
Blue Pacific Eng	356523	96,374.65	CIP 19-45 Civic Center Accessibility Project
Chen Ryan Assoc	356525	66,652.50	Bayshore Bikeway Segment 5 – Eng/PW
Innovative Construction	356549	127,109.75	CIP 22-01 Las Palmas Pool – Eng/PW
SDG&E	356572	100,992.76	Gas & Electric for Facilities for FY22
WSP USA INC	356593	56,521.67	WSP Focused General Plan Update
The Bank of NY Mellon	168555	424,171.10	2017A TARB 2/1/22 Payment

FINANCIAL STATEMENT:

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$2,243,366.83..

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify Warrants Totaling \$2,243,366.83.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 31



WARRANT REGISTER # 31
2/3/2022

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ANDERSON	RETIREE HEALTH BENEFITS - FEB 2022	356438	2/3/22	110.00
BEARD	RETIREE HEALTH BENEFITS - FEB 2022	356439	2/3/22	70.00
BECK	RETIREE HEALTH BENEFITS - FEB 2022	356440	2/3/22	140.00
BEVERIDGE	RETIREE HEALTH BENEFITS - FEB 2022	356441	2/3/22	640.00
BISHOP	RETIREE HEALTH BENEFITS - FEB 2022	356442	2/3/22	110.00
BOEGLER	RETIREE HEALTH BENEFITS - FEB 2022	356443	2/3/22	260.00
BULL	RETIREE HEALTH BENEFITS - FEB 2022	356444	2/3/22	580.00
CAMEON	RETIREE HEALTH BENEFITS - FEB 2022	356445	2/3/22	400.00
CANEDO	RETIREE HEALTH BENEFITS - FEB 2022	356446	2/3/22	620.00
CARRILLO	RETIREE HEALTH BENEFITS - FEB 2022	356447	2/3/22	290.00
COLE	RETIREE HEALTH BENEFITS - FEB 2022	356448	2/3/22	165.00
COLLINSON	RETIREE HEALTH BENEFITS - FEB 2022	356449	2/3/22	420.00
CONDON	RETIREE HEALTH BENEFITS - FEB 2022	356450	2/3/22	280.00
CORDERO	RETIREE HEALTH BENEFITS - FEB 2022	356451	2/3/22	520.00
DALLA	RETIREE HEALTH BENEFITS - FEB 2022	356452	2/3/22	900.00
DANESHFAR	RETIREE HEALTH BENEFITS - FEB 2022	356453	2/3/22	250.00
DEESE	RETIREE HEALTH BENEFITS - FEB 2022	356454	2/3/22	660.00
DESROCHERS	RETIREE HEALTH BENEFITS - FEB 2022	356455	2/3/22	110.00
DIAZ	RETIREE HEALTH BENEFITS - FEB 2022	356456	2/3/22	680.00
DILLARD	RETIREE HEALTH BENEFITS - FEB 2022	356457	2/3/22	480.00
DREDGE	RETIREE HEALTH BENEFITS - FEB 2022	356458	2/3/22	250.00
DUONG	RETIREE HEALTH BENEFITS - FEB 2022	356459	2/3/22	280.00
EISER III	RETIREE HEALTH BENEFITS - FEB 2022	356460	2/3/22	250.00
ESPIRITU	RETIREE HEALTH BENEFITS - FEB 2022	356461	2/3/22	620.00
ETZLER	RETIREE HEALTH BENEFITS - FEB 2022	356462	2/3/22	460.00
FABINSKI	RETIREE HEALTH BENEFITS - FEB 2022	356463	2/3/22	220.00
FERNANDEZ	RETIREE HEALTH BENEFITS - FEB 2022	356464	2/3/22	270.00
FIFIELD	RETIREE HEALTH BENEFITS - FEB 2022	356465	2/3/22	540.00
GAUT	RETIREE HEALTH BENEFITS - FEB 2022	356466	2/3/22	700.00
GELSKEY	RETIREE HEALTH BENEFITS - FEB 2022	356467	2/3/22	115.00
GIBBS JR	RETIREE HEALTH BENEFITS - FEB 2022	356468	2/3/22	120.00
GONZALES	RETIREE HEALTH BENEFITS - FEB 2022	356469	2/3/22	480.00
HANSON	RETIREE HEALTH BENEFITS - FEB 2022	356470	2/3/22	135.00
HARLAN	RETIREE HEALTH BENEFITS - FEB 2022	356471	2/3/22	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - FEB 2022	356472	2/3/22	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - FEB 2022	356473	2/3/22	600.00
HERNANDEZ	RETIREE HEALTH BENEFITS - FEB 2022	356474	2/3/22	400.00
HODGES	RETIREE HEALTH BENEFITS - FEB 2022	356475	2/3/22	200.00
IBARRA	RETIREE HEALTH BENEFITS - FEB 2022	356476	2/3/22	780.00
JONES	RETIREE HEALTH BENEFITS - FEB 2022	356477	2/3/22	60.00
JONES	RETIREE HEALTH BENEFITS - FEB 2022	356478	2/3/22	480.00
JUNIEL	RETIREE HEALTH BENEFITS - FEB 2022	356479	2/3/22	50.00
KIMBLE	RETIREE HEALTH BENEFITS - FEB 2022	356480	2/3/22	300.00
KLOS	RETIREE HEALTH BENEFITS - FEB 2022	356481	2/3/22	480.00
LAFRENIERE	RETIREE HEALTH BENEFITS - FEB 2022	356482	2/3/22	660.00
LEACH	RETIREE HEALTH BENEFITS - FEB 2022	356483	2/3/22	600.00
LIMFUECO	RETIREE HEALTH BENEFITS - FEB 2022	356484	2/3/22	160.00
MATIENZO	RETIREE HEALTH BENEFITS - FEB 2022	356485	2/3/22	100.00



WARRANT REGISTER # 31
2/3/2022

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MCCABE	RETIREE HEALTH BENEFITS - FEB 2022	356486	2/3/22	280.00
MCDANIEL	RETIREE HEALTH BENEFITS - FEB 2022	356487	2/3/22	290.00
MEDINA	RETIREE HEALTH BENEFITS - FEB 2022	356488	2/3/22	105.00
MEEKS	RETIREE HEALTH BENEFITS - FEB 2022	356489	2/3/22	460.00
MENDOZA	RETIREE HEALTH BENEFITS - FEB 2022	356490	2/3/22	290.00
MINER	RETIREE HEALTH BENEFITS - FEB 2022	356491	2/3/22	580.00
MORRISON	RETIREE HEALTH BENEFITS - FEB 2022	356492	2/3/22	520.00
NAGLE	RETIREE HEALTH BENEFITS - FEB 2022	356493	2/3/22	460.00
NOTEWARE	RETIREE HEALTH BENEFITS - FEB 2022	356494	2/3/22	120.00
OLIVERIA	RETIREE HEALTH BENEFITS - FEB 2022	356495	2/3/22	360.00
PAUU JR	RETIREE HEALTH BENEFITS - FEB 2022	356496	2/3/22	340.00
PE	RETIREE HEALTH BENEFITS - FEB 2022	356497	2/3/22	300.00
PEASE JR	RETIREE HEALTH BENEFITS - FEB 2022	356498	2/3/22	140.00
PETERS	RETIREE HEALTH BENEFITS - FEB 2022	356499	2/3/22	290.00
POST	RETIREE HEALTH BENEFITS - FEB 2022	356500	2/3/22	280.00
RAY	RETIREE HEALTH BENEFITS - FEB 2022	356501	2/3/22	190.00
ROARK	RETIREE HEALTH BENEFITS - FEB 2022	356502	2/3/22	135.00
RODRIGUEZ	RETIREE HEALTH BENEFITS - FEB 2022	356503	2/3/22	260.00
RUIZ	RETIREE HEALTH BENEFITS - FEB 2022	356504	2/3/22	310.00
SAINZ	RETIREE HEALTH BENEFITS - FEB 2022	356505	2/3/22	300.00
SANCHEZ	RETIREE HEALTH BENEFITS - FEB 2022	356506	2/3/22	330.00
SERVATIUS	RETIREE HEALTH BENEFITS - FEB 2022	356507	2/3/22	340.00
SHOEMAKER	RETIREE HEALTH BENEFITS - FEB 2022	356508	2/3/22	480.00
SILVA	RETIREE HEALTH BENEFITS - FEB 2022	356509	2/3/22	580.00
SMITH	RETIREE HEALTH BENEFITS - FEB 2022	356510	2/3/22	320.00
SMITH	RETIREE HEALTH BENEFITS - FEB 2022	356511	2/3/22	560.00
STEWART	RETIREE HEALTH BENEFITS - FEB 2022	356512	2/3/22	200.00
TIPTON	RETIREE HEALTH BENEFITS - FEB 2022	356513	2/3/22	250.00
VERRY	RETIREE HEALTH BENEFITS - FEB 2022	356514	2/3/22	280.00
VILLAGOMEZ	RETIREE HEALTH BENEFITS - FEB 2022	356515	2/3/22	480.00
VILLARIASA	RETIREE HEALTH BENEFITS - FEB 2022	356516	2/3/22	480.00
WHITE	RETIREE HEALTH BENEFITS - FEB 2022	356517	2/3/22	230.00
WILKINS	RETIREE HEALTH BENEFITS - FEB 2022	356518	2/3/22	520.00
YBARRA	RETIREE HEALTH BENEFITS - FEB 2022	356519	2/3/22	220.00
	HEALTH BENEFIT TOTAL:			29,275.00
ALDEMCO	FOOD AS NEEDED FOR NUTRITION CENTER FY	356520	2/3/22	1,041.77
ALL FRESH PRODUCTS	FOR FOOD AS NEEDED FOR NUTRITION CENTER	356521	2/3/22	1,142.69
ATLAS TECHNICAL CONSULTANTS,	CIVIC CENTER ADA IMPROVEMENTS PROJECT	356522	2/3/22	5,820.75
BLUE PACIFIC ENGINEERING	CIP 19-45 CIVIC CENTER ACCESSIBILITY PROJECT	356523	2/3/22	96,374.65
CARLOMAGNO	TRAINING ADV SUB K9 CASE LAW	356524	2/3/22	190.74
CHEN RYAN ASSOCIATES INC	BAYSHORE BIKEWAY SEGMENT 5 - ENG/PW	356525	2/3/22	66,652.50
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES	356526	2/3/22	7,200.00
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES	356527	2/3/22	4,400.00
COMMERCIAL AQUATIC SERVICE INC	MUNICIPAL POOL SUPPLIES, PARTS	356528	2/3/22	1,073.03
CROSSEN-FOWLER	RET PAYING AN OVERAGE OF \$22.68/MONTH -	356529	2/3/22	158.76
CRUZ	TRAINING ADV SUB DEF TAC INSTRCT	356530	2/3/22	1,244.11
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2022~	356531	2/3/22	3,852.79
DAY WIRELESS SYSTEMS (20)	COMM EQIPMNT MNTNCE SVC, FY22/FIRE	356532	2/3/22	328.00



WARRANT REGISTER # 31
2/3/2022

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	356533	2/3/22	10,142.25
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	356534	2/3/22	6,020.22
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	356535	2/3/22	4,142.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	356536	2/3/22	3,052.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	356537	2/3/22	1,765.50
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	356538	2/3/22	1,523.80
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	356539	2/3/22	1,434.60
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	356540	2/3/22	580.00
EXPRESS PIPE AND SUPPLY	CITYWIDE PLUMBING PARTS, MATERIALS TOOL	356541	2/3/22	111.08
FIRE ETC	FIRE SAFETY STATION BOOTS/FOOTWEAR	356542	2/3/22	2,098.88
FORCE SCIENCE INSTITUTE LTD	TRAINING TUTION FOCE SCIEN	356543	2/3/22	1,650.00
GEOSYNTEC CONSULTANTS INC	PROFESSIONAL SERVICES CNC ACM AND LBP	356544	2/3/22	8,759.50
GRAINGER	BUILDING SUPPLIES AND EQUIPMENT FY 22	356545	2/3/22	2,410.36
HDR ENGINEERING, INC.	PARADISE CREEK KIMBALL ADDITIONAL PERMIT	356546	2/3/22	30,690.00
HERNANDEZ	TRAINING ADV LODG 45TRNIN SYMP	356547	2/3/22	925.14
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES AS NEEDED FOR BUILDING	356548	2/3/22	609.87
INNOVATIVE CONSTRUCTION	CIP 22-01 LAS PALMAS POOL - ENG/PW	356549	2/3/22	127,109.75
IRISH CONGRESS OF SOUTHERN	TRAINING/PD	356550	2/3/22	50.00
JENSEN	MILEAGE REIMB. FOR MERVIN JENSEN	356551	2/3/22	8.53
KIMLEY HORN	NTP FOR THE EVALUATION OF AFFORDABLE	356552	2/3/22	15,091.00
KIMLEY HORN AND	CENTRAL COMMUNITY MOBILITY - ENG/PW	356553	2/3/22	16,538.98
LASER SAVER INC	CASA DE SALUD INK REPLACEMENT	356554	2/3/22	402.51
MAINTEX INC	CITYWIDE JANITORIAL SUPPLIES, PARTS	356555	2/3/22	770.04
MARIOTA	TRAINING ADV LDG FTO	356556	2/3/22	681.38
NATIONAL CITY CAR WASH	CARWASH SERVICES FOR FLEET FY 2022	356557	2/3/22	360.00
NAVRAI INC DBA STARDUST INN	STARDUST INN HOTEL ROOMS / HOUSING	356558	2/3/22	3,982.28
NV5 INC	NATIONAL CITY GIS WEBSERVER - ENG/PW	356559	2/3/22	515.00
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	356560	2/3/22	282.51
PALMA	TRAINING ADV SUB DEF TACT INSTR	356561	2/3/22	1,244.11
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	356562	2/3/22	192.32
PECK	TRAINING ADV SUB FTO	356563	2/3/22	681.38
PENSKE FORD	R&M CITY VEHICLES FY 2022	356564	2/3/22	243.15
POWERSTRIDE BATTERY CO INC	MOP 67839 AUTO SUPPLIES - PW	356565	2/3/22	58.18
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - PW	356566	2/3/22	1,059.78
PROFESSIONAL SEARCH GROUP LLC	NUTRITION CENTER TEMPORARY PLACEMENT -CA	356567	2/3/22	660.00
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	356568	2/3/22	964.52
RANDALL LAMB ASSOCIATES INC	CIP 19-42 NCPD STANDBY POWER CONVERSION	356569	2/3/22	2,980.00
RELY ENVIRONMENTAL	ENVIRONMENTAL SERVICES HAZ WASTE SVCS- ENG	356570	2/3/22	2,469.75
SCI CONSULTING GROUP	COST RECOVERY ANALYSIS. APPLICATION PROC	356571	2/3/22	10,440.00
SDG&E	GAS AND ELECTRIC FOR FACILITIES FOR FY22	356572	2/3/22	100,992.76
SEAPORT MEAT COMPANY	FOR FOOD AS NEEDED FOR NUTRITION CENTER	356573	2/3/22	877.20
SESAC INC	MUSIC PERFORMANCE LICENSE JANUARY 1- DEC	356574	2/3/22	1,669.00
SILYNX COMMUNICATIONS,	MICHS0004-02, CLARUS MICRO BOOM MIC,	356575	2/3/22	3,013.50
SMART & FINAL	MOP 45756 - SUPPLIES, FIRE STATION	356576	2/3/22	285.57
SOUTHWEST SIGNAL SERVICE	STREET LIGHTNING SERVICES / PW	356577	2/3/22	27,308.99
SPRINGER	TRAINING REIM SLI 7 SPRINGER	356578	2/3/22	188.90
STAPLES BUSINESS ADVANTAGE	MLK OFFICE SUPPLIES	356579	2/3/22	173.98
STC TRAFFIC	HSIP9 CITYWIDE PROT LEFT TURN ENHANCE- ENG	356580	2/3/22	22,815.24



WARRANT REGISTER # 31
2/3/2022

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SWEETWATER AUTHORITY	WATER SERVICES / NUTRITION	356581	2/3/22	1,705.60
SWRCB	ANNUAL PERMIT FEE FOR NATIONAL CITY BILL	356582	2/3/22	3,228.00
SYSCO SAN DIEGO INC	FOR FOOD AS NEEDED FOR NUTRITION CENTER	356583	2/3/22	1,907.41
TELLEZ	TRAINING ADV SUB CPCA TRN SYMP SM	356584	2/3/22	925.16
TERMINIX INTERNATIONAL	ON-SITE PEST CONTROL SERVICES AS NEEDED	356585	2/3/22	1,817.00
THOMSON REUTERS	CCRT 19 PUBLIC SAFETY SUBSCRIPTION /FIRE	356586	2/3/22	190.86
TRI-GROUP CONSTRUCTION AND DEV	CIP 19-04 CITYWIDE SAFE ROUTES TO SCHOOL	356587	2/3/22	11,400.00
U S BANK	CREDIT CARD EXPENSES - COMMUNITY SERVICE	356588	2/3/22	40.00
WALTERS	TRAINING REIM SLI 4 WADE	356589	2/3/22	300.40
WEST COAST ARBORISTS	ONGOING TREE TRIMMING SERVICE AS NEEDED	356590	2/3/22	7,552.00
WEST COAST ARBORISTS INC	CIP 21-24 CALFIRE GRANT PLANTING - ENG/PW	356591	2/3/22	9,800.00
WETMORES	MOP 80333 AUTO SUPPLIES - PW	356592	2/3/22	131.98
WSP USA INC	WSP FOCUSED GENERAL PLAN UPDATE	356593	2/3/22	56,521.67
WSP USA INC	NATIONAL CITY PARKING PLAN - ENG/PW	356594	2/3/22	7,200.65
			A/P Total	741,501.03
 WIRED PAYMENTS				
THE BANK OF NEW YORK MELLON	2017A TAR B 2/1/2022 MAKE-UP PAYMENT	157446	2/1/22	100.00
THE BANK OF NEW YORK MELLON	2017A TAR B 2/1/2022 PAYMENT	168555	1/28/22	424,171.10
UNION BANK OF CALIFORNIA	GO BONDS OBLIGATION REFUNDING BONDS 2012	168561	1/28/22	40,437.30
THE BANK OF NEW YORK MELLON	2017B RDA TAR B 2/1/22 PAYMENT	168567	1/28/22	21,924.40
SECTION 8 HAPS	Start Date	End Date		
	1/28/2022	2/3/2022		1,015,233.00
		GRAND TOTAL		\$ 2,243,366.83

The following page(s) contain the backup material for Agenda Item: [Public Hearing – Resolution of the City Council of the City of National City, California authorizing the execution of an Order of Vacation of a portion of Kimball Way, north of East 14th Street and northwest of the intersection with ‘F’ Avenue, as part of the Kimball Highlands and San Ysidro Health \(PACE\) Clinic project. \(Applicant: Excel Engineering\) \(Case File No. 2021-23 SC \(Planning\)\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: | March 1, 2022 |

AGENDA ITEM NO. |

ITEM TITLE:

Public Hearing – Resolution of the City Council of the City of National City authorizing the execution of an Order of Vacation of a portion of Kimball Way, north of East 14th Street and northwest of the intersection with ‘F’ Avenue, as part of the Kimball Highlands and San Ysidro Health (PACE) Clinic project. (Applicant: Excel Engineering) (Case File No. 2021-23 SC)

PREPARED BY: | Martin Reeder, AICP | 

DEPARTMENT: Community Development

PHONE: | 619-336-4313 |

APPROVED BY: 
Director of Community Development

EXPLANATION:

The City Council initiated the vacation request on January 18, 2022 to vacate Kimball Way between ‘F’ Avenue and East 14th Street. The vacation is in association with the Kimball Highlands (Community HousingWorks) and San Ysidro Health PACE Clinic projects, currently under review. The area to be vacated would be converted to a pedestrian corridor and would become private property, being added to the properties on either side of the area (per underlying fee title). As part of the overall development, a rededication of public right-of-way will create a cul-de-sac northwest of the vacation area. The Planning Commission found the vacation in conformance with the General Plan at their meeting of February 7, 2022.

The attached background report describes the proposal in detail. |

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

National City Comprehensive Land Use Update (SCH 2010051009)

ORDINANCE: **INTRODUCTION:** **FINAL ADOPTION:**

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission determination and recommends approval of the alley vacation. |

BOARD / COMMISSION RECOMMENDATION:

The Planning Commission determined the alley vacation request complies with the General Plan.
Vote: Ayes – Dela Paz, Roman, Sanchez, Sendt, Valenzuela, Yamane Noes – Natividad |

ATTACHMENTS:

- | | |
|---------------------------------|---|
| 1. Background Report | 6. Project Timeline |
| 2. Recommended Findings | 7. Planning Commission Resolution No. 2022-04 |
| 3. Recommended Conditions | 8. Public Notice |
| 4. Project Overhead & Rendering | 9. Resolution |
| 5. Site Photos | 10. Order of Vacation |

BACKGROUND REPORT

Staff Recommendation

Staff is recommending that the City Council approve the street vacation request. Vacation of the street in this area will ensure the success of the Kimball Highlands project, which will provide 143 units affordable to low-income families and individuals with incomes ranging from 30% to 70% of Area Median Income (AMI), as well as the San Ysidro Health PACE clinic.

Executive Summary

The applicant is proposing to vacate Kimball Way between 'F' Avenue and East 14th Street. The vacation is in association with the Kimball Highlands (Community HousingWorks) and San Ysidro Health PACE Clinic projects, which is currently under review. The existing wireless communications facility located on Kimball Way in the rear of the 99 Cents Only parking lot is proposed to be relocated as part of the overall project. The closure of Kimball Way in this location was contemplated as part of the 2011 Land Use Update and was included in the traffic analysis for the General Plan at that time.

Kimball Highlands Project

Kimball Highlands is a two-property infill multi-family apartment development, with one property located at 14th Street and Kimball Way at 'F' Avenue (Site 1, 61 units), and the second property located at 1221 'D' Avenue (Site 2, 84 units). The two sites are located within walking distance of each other (approximately 525 feet). Site 1 is 0.95 acres in size and Site 2 is 1.73 acres in size. Site 1 will also include the PACE clinic and is the property associated with this street vacation request. A rendering of the site buildout is included as Attachment 4.

The development is in accordance with the fully executed Disposition and Development Agreement (DDA) between Community HousingWorks (CHW), the Community Development Commission-Housing Authority of the City of National City (CDC-HA), and San Ysidro Health. The DDA provides a loan from the CDC-HA to CHW to finance the acquisition, construction, and development of the project. A detailed timeline of the project is included as Attachment 6.

Street Vacation

The area of right-of-way to be vacated would be converted to a pedestrian corridor and would become private property, being added to the properties on either side of the area (per underlying fee title). As part of the overall development, a rededication of public right-of-way will create a cul-de-sac northwest of the vacation area. Emergency access would

be maintained through the area, as required by the Fire Department. While design details of the emergency access are yet to be finalized, a system of strobe-activated collapsible bollards and Grasscrete paving are a likely candidate for inclusion in the design. Existing utilities in the area would be relocated based on the requirements of the respective utility. The total area of right-of-way to be vacated (minus the area to be rededicated) is approximately 8,110 square feet (0.19 acres).

Analysis

As mentioned above, the closure of Kimball Way in this location was contemplated as part of the 2011 Land Use Update and was included in the traffic analysis for the General Plan at that time. The street segment proposed to be vacated is currently used for motorized and non-motorized transportation, and is designated as a local road in the Circulation Element of the General Plan.

The portion of Kimball Way to be vacated is fully developed, although it is not identified as an arterial or collector street in the Circulation Element of the General Plan. There are also utilities that reside in the area to be vacated, including water and sewer mains. If vacated, access to all utilities would need to be maintained or abandoned/relocated as required. Reservations and responsibilities for dealing with these utilities will be in place before the order to vacate and will thus be guaranteed once the street right-of-way is vacated.

While already analyzed with regard to traffic impact as part of the 2011 Land Use Update, the closure of Kimball Way in this location will result in an increased travel distance for vehicles traveling through the 'D' Avenue and East 12th Street intersection (the entrance to Kimball Way). In order to get to Highland Avenue from this location, vehicles would have to travel an additional 1,000 feet (just short of a quarter-mile), by heading north to Plaza Blvd., east to Highland Avenue, and then south to Kimball Way. There is also an alternate route through the Walmart parking lot, which is similar in distance to the current scenario. However, this is private property and not an official public route.

Comments were received from the Fire and Police Departments, who require continued access through the area after it is vacated. While design details of the emergency access are yet to be finalized, a system of strobe-activated collapsible bollards and Grasscrete paving are a likely candidate for inclusion in the design. Recommended Conditions of Approval that reflect these requirements are attached. The Police Department had additional concerns related to dispersion of vehicles after major Kimball Park events, such as the 4th of July Festival. Because the applicant also controls the Kimball/Morgan Tower property, they have committed to providing access through that property for those vehicles exiting the Kimball Park area after major events that wish to get to Highland Avenue more quickly than the post-closure route.

General Plan Conformance

The street segment proposed to be vacated is not considered a major road (arterial or collector in the Circulation Element of the General Plan. However, it is an effective west-to-east route from 'D' Avenue to Highland Avenue, although there are alternatives as discussed above.

Vacating the street in this location would facilitate a priority City project that would provide benefits (i.e. additional healthcare and affordable housing options) for the community that would exceed the benefit of a vehicular route that can be alternately provided without too much more effort. The vacation of this portion of Kimball Way and the resultant Kimball Highlands/San Ysidro Health project is consistent with several General Plan policies:

Policy LU-1.2: Concentrate commercial, mixed-use, and medium to high density residential development along transit corridors, at major intersections, and near activity centers that can be served efficiently by public transit and alternative transportation modes.

Policy LU-2.1: Provide for housing near jobs, transit routes, schools, shopping areas, and recreation to discourage long commutes; promote public transit, walking, and biking; and lessen traffic congestion.

Policy LU-2.10: Encourage the development and expansion of institutions, such as schools and health

Policy LU-7.1: Establish incentives to promote the use and development of vacant infill parcels and the intensification of land uses on underutilized parcels to realize the greatest benefit to the community.

Policy LU-7.6: Support the strategic conversion of certain sections of streets into developable land only where the conversion positively contributes to the redevelopment and revitalization of the area, improves traffic safety, and does not impede emergency access.

This is important because the City is almost completely built out, but additional population growth and development still needs to be accommodated. Vacant parcels, underutilized parcels, and existing vacant buildings are the most logical locations to direct future development.

CEQA

Because the closure was envisioned by and analyzed in the traffic analysis for the 2012 Land Use Update, a Notice of Determination will be filed in association with the EIR prepared for the update.

Planning Commission hearing

Planning Commission held a hearing on February 7, 2022 and determined that the Street Vacation was in conformance with the National City General Plan (Circulation Element).

Summary

Vacation of Kimball Way in this area will facilitate a priority City project that was envisioned by the last Land Use Update. The project will provide for 143 affordable housing units and a clinic catering to the elderly population. The General Plan Circulation Element does not identify the area as a major road (arterial or collector). The proposed street vacation does not conflict with the policies and goals of the General Plan. Pedestrian access will be maintained and special event circulation related to Kimball Park has been addressed. Furthermore, all emergency access will be maintained with relation to the businesses operating on the street, both north and south of the proposed vacated street.

Options

1. Approve 2021-23 SC based on attached findings or other findings as determined by the City Council, subject to the attached conditions and authorize vacation of the subject portion of Kimball Way; or
2. Deny 2021-23 SC based on findings as determined by the City Council; or,
3. Continue the item for additional information.

RECOMMENDED FINDINGS FOR APPROVAL
2021-23 SC – Kimball Way, north of East 14th Street and
northwest of the intersection with 'F' Avenue

1. That the street vacation as described on the attached plans is in compliance with the National City General Plan, since vacation of this portion of Kimball Way would facilitate a priority City project that would provide benefits (i.e. additional healthcare and affordable housing options) for the community that would exceed the benefit of a vehicular route that can be alternately provided without too much more effort.
 2. That this portion of Kimball Way is not identified as a major road (arterial or collector in the Circulation Element of the General Plan, that pedestrian and emergency access will be maintained, and that through access can be provided by alternate means.
-

ATTACHMENT 2

RECOMMENDED CONDITIONS OF APPROVAL
2021-23 SC – Kimball Way, north of East 14th Street and
northwest of the intersection with ‘F’ Avenue

General

1. This *Street Closure* authorizes the vacation of Kimball Way, north of East 14th Street and northwest of the intersection with ‘F’ Avenue. Except as required by Conditions of Approval, all plans submitted for permits associated with the project shall conform to Exhibit A, Case File No. 2021-23 SC, dated 1/11/22.
2. *Within four (4) days* of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the *County Clerk* and submitted to the National City Planning Department.

Utilities

3. The applicant shall reserve easements for all remaining utilities not relocated that are located in the proposed vacation area prior to the order of vacation of the subject right-of-way.
4. The City shall reserve easement and right-of-way for affected public utilities to erect, construct, change the size of, improve, reconstruct, relocate, repair, remove, maintain and use facilities consisting of underground electric facilities, communication facilities and all appurtenances for the transmission and distribution of electricity and for pipelines and appurtenances, together with the right of ingress thereto and egress therefrom over said easement and over other practical routes. No building or other structure, including fences, shall be permitted within the easement without said public utilities’ prior written consent. Said public utilities’ prior written consent shall be required before planting any trees or increasing/decreasing the ground elevation within the easement. The easement shall be in place prior to the vacation of the right-of-way.

Fire

5. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC), National Fire Protection Association (NFPA), and California Code of Regulations (CCR).
6. Fire apparatus access roads shall comply with the requirements of Section 5 CFC 2013) and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building. Dead-end fire apparatus access roads in

excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus. This project will require strict adherence to Appendix "D" of the California Fire Code.

7. The required width of emergency fire apparatus access roads shall not be obstructed in any manner, including parking of vehicles. All access roads shall be no less than 20 feet wide, no less than 14 feet high and shall have an all weathered road with the ability to support 75 thousand pounds or greater. Where a fire hydrant is located on a fire apparatus road, the minimum road width shall be 26 feet. A 28 foot turning radius is required for fire department access through site. All fire department access roads shall be painted and signed to prevent parking in these required designated emergency areas. Modified roadway (Kimball Way) shall be re-evaluated to meet these strict guidelines.

8. Parking shall not impact requirements of turn-around provision or roadway at any time if required. No parking shall be allowed in cul-de-sac areas.
9. Approved signs or other approved notices or markings (*Red Curb*) that include NO PARKING - FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designed shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility. All projects shall be evaluated for this necessary application.
10. The fire code official shall have the authority to require or permit modifications to the required access widths where they are inadequate for fire rescue operations or where necessary to meet the public safety objectives of the jurisdiction.
11. The fire code official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access (CFC 2019 Edition - Section 503.1.2).
12. Grade of fire apparatus road shall be within the limits established (15% Grade) by the fire code official based on fire department's apparatus.
13. If a question arises concerning access from Kimball Way (cul-de-sac) onto E. 14th Street and onto Highland Avenue, emergency collapsible bollards and grasscrete capable of supporting 75,000.00 lbs. of vehicle weight could be used.
14. If entrance/exit gates are used, they shall be equipped with Knox Box and Emergency Strobes so as to provide emergency vehicle access and egress. A Knox Key Switch shall be required in conjunction with strobe for emergency access, and shall be placed at front of property. Please contact the National City Fire Department for exact field location.

15. Fire hydrants currently installed, shall remain clearly accessible by fire apparatus to meet California Fire Code. If fire hydrants become inaccessible due to new design, additional fire hydrants could be required.
16. Fire hydrants that may be located throughout the project as not to have a separation distance greater than 300 feet. Fire hydrants to be located within 300 feet of all locations which are roadway accessible. (Measurement starts from nearest public fire hydrant to project and shall be clearly accessible by fire apparatus.
17. The following items pertain to fire hydrants:
 - a. Size and location, including size and number of outlets and whether outlets are to be equipped with independent gate valves.
 - b. Fire hydrant to be of three outlet design.

18. Provide calculation confirming flow availability to meet fire flow demands and supply large diameter hose (4-inch).
19. Fire hydrants to be marked by use of blue reflective marker in the roadway.
20. Where there is conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in a specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

Police

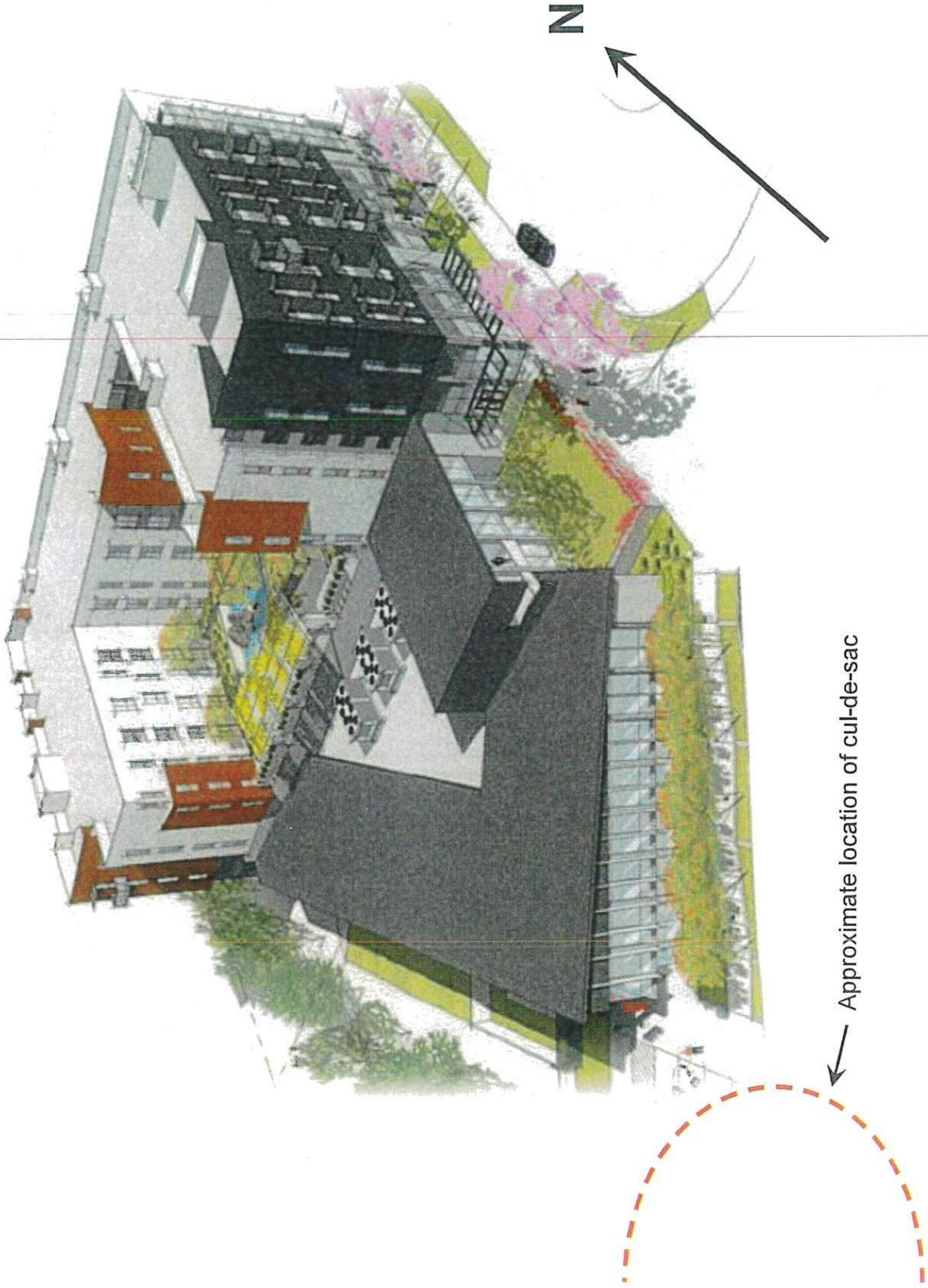
21. Prior to closure of the this portion of Kimball Way and development of the PACE clinic, the applicant shall prepare a special event traffic plan, to the satisfaction of the Police Department, which will provide an alternate route to Highland Avenue after major events (e.g. 4th of July Carnival) in Kimball Park, by providing access through the Kimball/Morgan Towers property.

2021-23 SC – Kimball Way, north of intersection with 'F' Avenue and north of East 14th Street

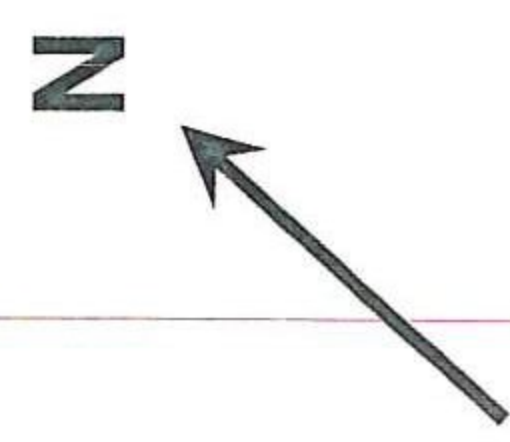
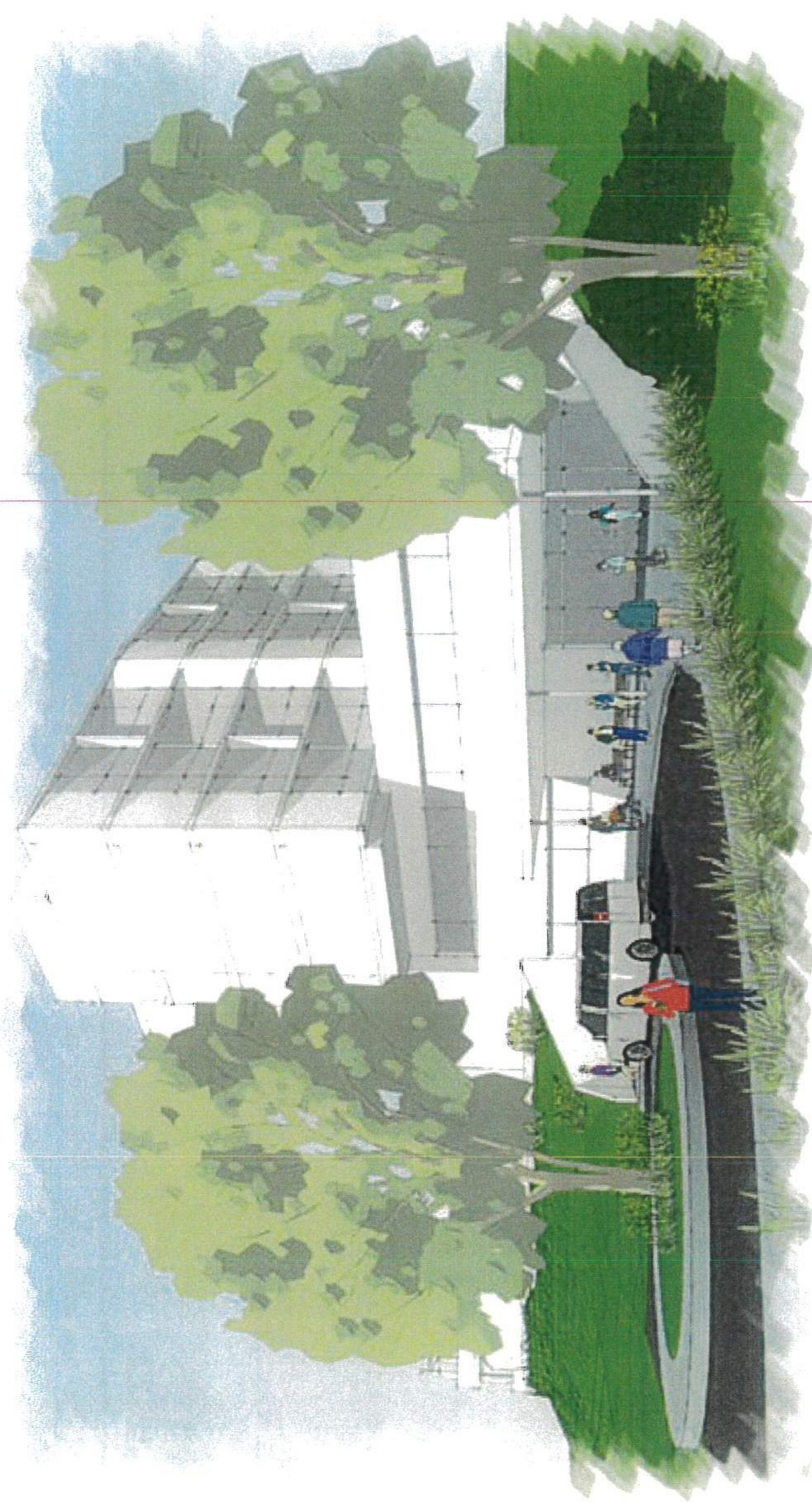


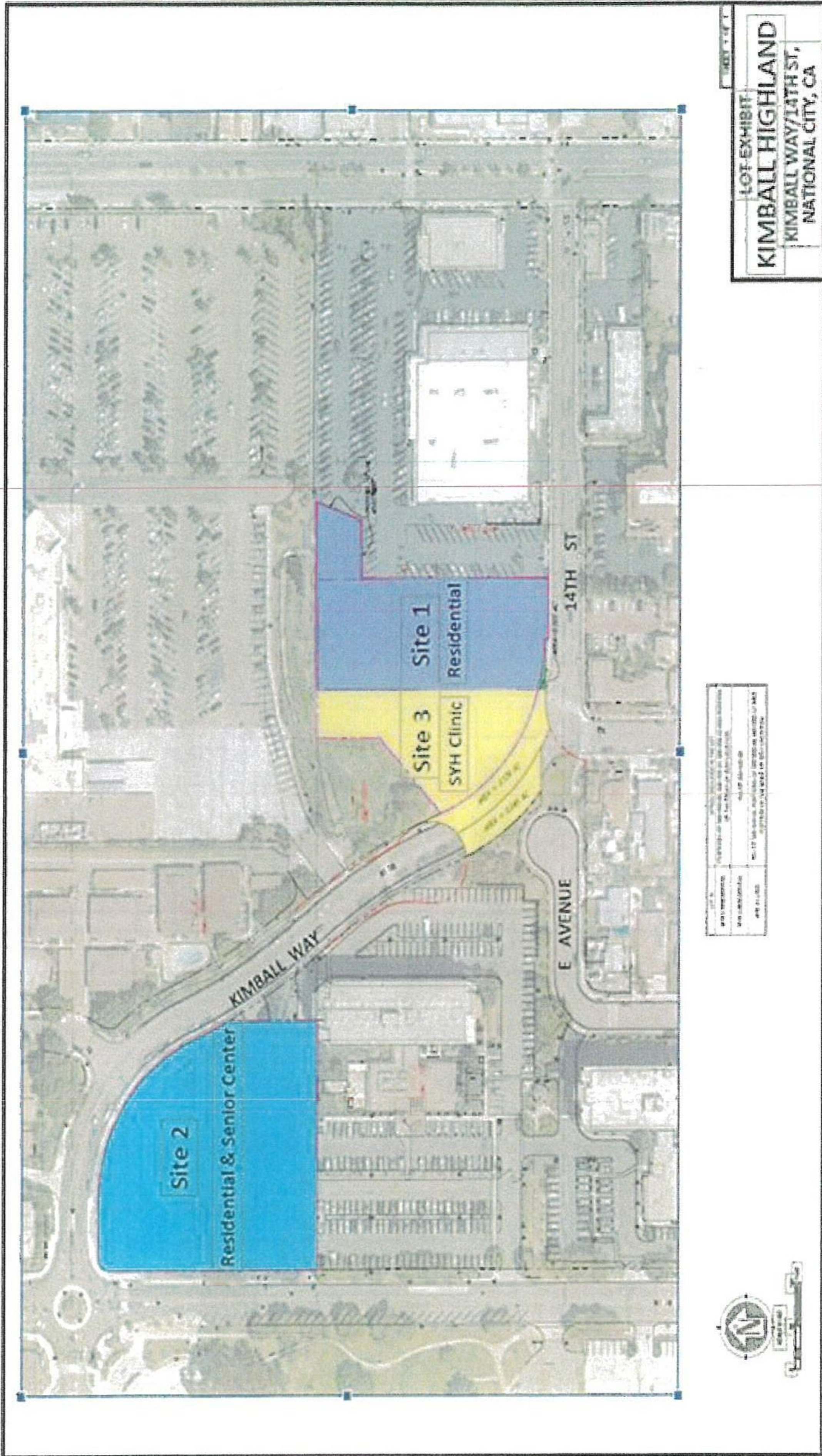
ATTACHMENT 4

2021-23 SC – Kimball Highlands / San Ysidro Health (PACE) Clinic



ATTACHMENT 4





LOT EXHIBIT
KIMBALL HIGHLAND
 KIMBALL WAY/14TH ST,
 NATIONAL CITY, CA

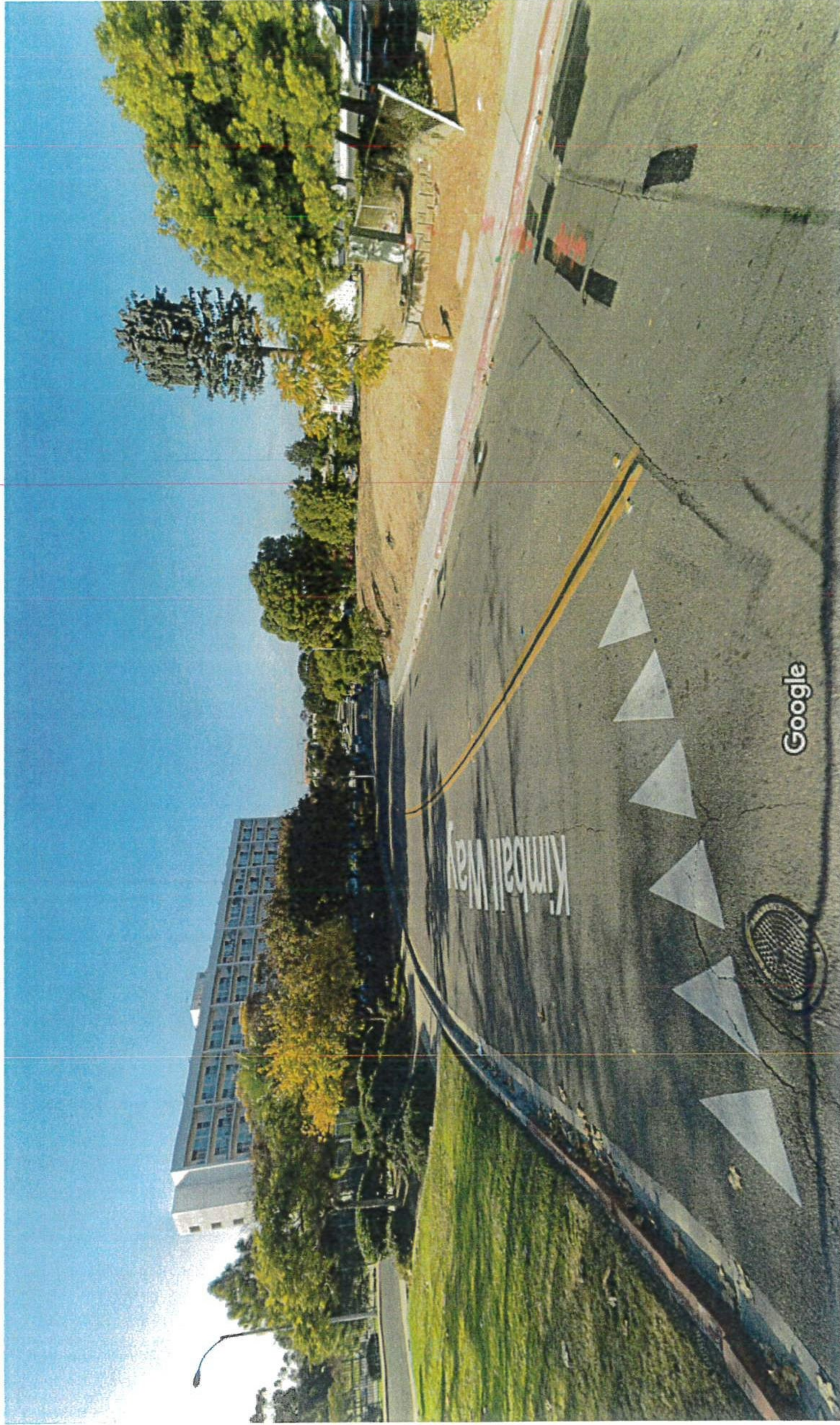
DATE: 11/11/11
 PREPARED BY: [unreadable]
 FOR: [unreadable]
 PROJECT: [unreadable]
 SHEET NO.: [unreadable]

Kimball Way Street Vacation

Aerial View - Looking Northerly

Legend





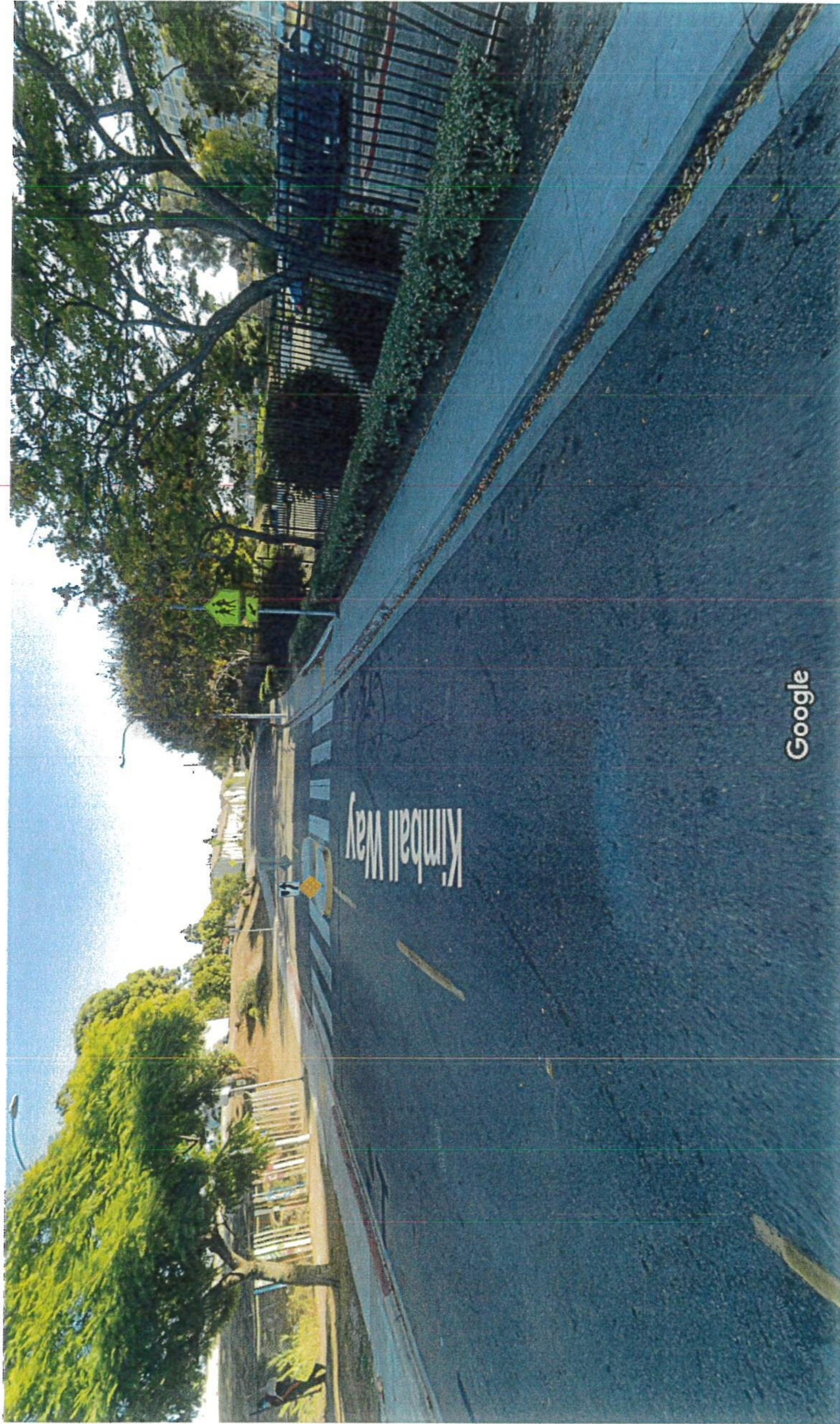


Image capture: Dec 2020 © 2021 Google

Kimball Highland Master Plan Timeline

<u>Milestone</u>	<u>Date</u>
Exclusive Negotiation Agreement	November 19, 2021
Disposition and Development Agreement	October 20, 2020
CalHFA 2021 Mixed-Income Program (MIP) Funding Application	January 25, 2021
CalHFA 2021 Mixed-Income Program (MIP) Funding Award Date	March 30, 2021
California Debt Limit Allocation Committee (CDLAC) / Tax Credit Allocation Committee (TCAC) Application	May 25, 2021
CDLAC / TCAC Re-Application	September 9, 2021
CDLAC / TCAC Award	December 8, 2021
CDLAC / TCAC Close of Construction Financing	June 10, 2022
Construction Start Date	June 15, 2022

RESOLUTION NO. 2022-04

A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF NATIONAL CITY, CALIFORNIA,
FINDING THE VACATION OF A PORTION OF KIMBALL WAY,
NORTH OF EAST 14TH STREET AND NORTHWEST OF
THE INTERSECTION WITH 'F' AVENUE
IN CONFORMANCE WITH THE GENERAL PLAN.
APPLICANT: EXCEL ENGINEERING
CASE FILE NO. 2021-23 SC

WHEREAS, the Planning Commission of the City of National City considered the vacation of a portion of Kimball Way, north of East 14th Street and northwest of the intersection with 'F' Avenue for conformance with the General Plan at a hearing held on February 7, 2022, at which time oral and documentary evidence was presented; and,

WHEREAS, at said hearing the Planning Commission considered the staff report contained in Case File No. 2021-23 SC maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

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

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

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on February 7, 2022, support the following findings:

1. That the street vacation as described on the attached plans is in compliance with the National City General Plan, since vacation of this portion of Kimball Way would facilitate a priority City project that would provide benefits (i.e. additional healthcare and affordable housing options) for the community that would exceed the benefit of a vehicular route that can be alternately provided without too much more effort.
2. That this portion of Kimball Way is not identified as a major road (arterial or collector in the Circulation Element of the General Plan, that pedestrian and emergency access will be maintained, and that through access can be provided by alternate means.

BE IT FURTHER RESOLVED that the application for Street Vacation, if approved, is subject to the following conditions:

ATTACHMENT 7

General

1. This *Street Closure* authorizes the vacation of Kimball Way, north of East 14th Street and northwest of the intersection with 'F' Avenue. Except as required by Conditions of Approval, all plans submitted for permits associated with the project shall conform to Exhibit A, Case File No. 2021-23 SC, dated 1/11/22.
2. *Within four (4) days* of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the *County Clerk* and submitted to the National City Planning Department.

Utilities

3. The applicant shall reserve easements for all remaining utilities not relocated that are located in the proposed vacation area prior to the order of vacation of the subject right-of-way.
4. The City shall reserve easement and right-of-way for affected public utilities to erect, construct, change the size of, improve, reconstruct, relocate, repair, remove, maintain and use facilities consisting of underground electric facilities, communication facilities and all appurtenances for the transmission and distribution of electricity and for pipelines and appurtenances, together with the right of ingress thereto and egress therefrom over said easement and over other practical routes. No building or other structure, including fences, shall be permitted within the easement without said public utilities' prior written consent. Said public utilities' prior written consent shall be required before planting any trees or increasing/decreasing the ground elevation within the easement. The easement shall be in place prior to the vacation of the right-of-way.

Fire

5. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC), National Fire Protection Association (NFPA), and California Code of Regulations (CCR).
6. Fire apparatus access roads shall comply with the requirements of Section 5 CFC 2013) and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus. This project will require strict adherence to Appendix "D" of the California Fire Code.
7. The required width of emergency fire apparatus access roads shall not be obstructed in any manner, including parking of vehicles. All access roads shall be no less than 20 feet wide, no less than 14 feet high and shall have an all weathered

road with the ability to support 75 thousand pounds or greater. Where a fire hydrant is located on a fire apparatus road, the minimum road width shall be 26 feet. A 28 foot turning radius is required for fire department access through site. All fire department access roads shall be painted and signed to prevent parking in these required designated emergency areas. Modified roadway (Kimball Way) shall be re-evaluated to meet these strict guidelines.

8. Parking shall not impact requirements of turn-around provision or roadway at any time if required. No parking shall be allowed in cul-de-sac areas.
9. Approved signs or other approved notices or markings (*Red Curb*) that include NO PARKING - FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designed shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility. All projects shall be evaluated for this necessary application.
10. The fire code official shall have the authority to require or permit modifications to the required access widths where they are inadequate for fire rescue operations or where necessary to meet the public safety objectives of the jurisdiction.
11. The fire code official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access (CFC 2019 Edition - Section 503.1.2).
12. Grade of fire apparatus road shall be within the limits established (15% Grade) by the fire code official based on fire department's apparatus.
13. If a question arises concerning access from Kimball Way (cul-de-sac) onto E. 14th Street and onto Highland Avenue, emergency collapsible bollards and grasscrete capable of supporting 75,000.00 lbs. of vehicle weight could be used.
14. If entrance/exit gates are used, they shall be equipped with Knox Box and Emergency Strobes so as to provide emergency vehicle access and egress. A Knox Key Switch shall be required in conjunction with strobe for emergency access, and shall be placed at front of property. Please contact the National City Fire Department for exact field location.
15. Fire hydrants currently installed, shall remain clearly accessible by fire apparatus to meet California Fire Code. If fire hydrants become inaccessible due to new design, additional fire hydrants could be required.
16. Fire hydrants that may be located throughout the project as not to have a separation distance greater than 300 feet. Fire hydrants to be located within 300 feet of all locations which are roadway accessible. (Measurement starts from nearest public fire hydrant to project and shall be clearly accessible by fire apparatus.
17. The following items pertain to fire hydrants:

- a. Size and location, including size and number of outlets and whether outlets are to be equipped with independent gate valves.
 - b. Fire hydrant to be of three outlet design.
18. Provide calculation confirming flow availability to meet fire flow demands and supply large diameter hose (4-inch).
19. Fire hydrants to be marked by use of blue reflective marker in the roadway.
20. Where there is conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in a specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

Police

- ~~21. Prior to closure of the this portion of Kimball Way and development of the PACE clinic, the applicant shall prepare a special event traffic plan, to the satisfaction of the Police Department, which will provide an alternate route to Highland Avenue after major events (e.g. 4th of July Carnival) in Kimball Park, by providing access through the Kimball/Morgan Towers property.~~

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the Planning Commission finds the proposed Street Vacation in conformance with the National City General Plan.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of February 7, 2022 by the following vote:

AYES: Sendt, Sanchez, Dela Paz, Yamane, Roman, Valenzuela

NAYS: Natividad

ABSENT: None.

ABSTAIN: None.

DocuSigned by:
Ditas Yamane

CHAIRPERSON
Ditas Yamane
2/14/2022 | 3:15 PM PST

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of National City will hold a Public Hearing after the hour of 6:00 p.m., Tuesday, March 1, 2022, via LIVE WEBCAST from the City Council Chambers, Civic Center, 1243 National City Blvd., National City, CA., to consider:

STREET VACATION OF A PORTION OF KIMBALL WAY, NORTH OF EAST 14TH STREET AND NORTHWEST OF THE INTERSECTION WITH 'F' AVENUE

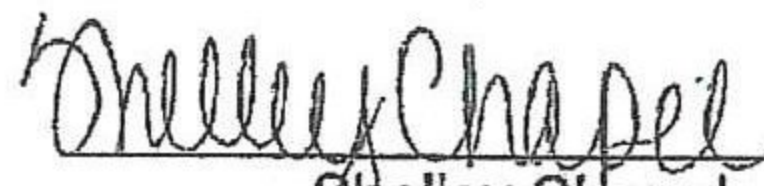
Due to the precautions taken to combat the spread of coronavirus (COVID-19), the City Council Chambers, are closed to the public. Anyone interested in this Public Hearing may view the City Council Meeting on the City's webpage at <https://www.nationalcityca.gov/webcast>

Interested parties may register to speak during the City Council zoom meeting, but must register by 4:00 p.m. the day of the meeting. The City Council will also accept written public comments regarding this matter via e-mail sent to clerk@nationalcityca.gov. Written comments from the public (limited to a maximum of three minutes) must be submitted via e-mail by 4:00 p.m. on the day of the City Council Meeting. For information on registering to speak or on submitting written comments, please visit the City Clerk's webpage at <https://www.nationalcityca.gov/government/city-clerk/public-comments>

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice via e-mail, or through written correspondence delivered to the undersigned prior to the Public Hearing.

The Planning Commission found the Street Vacation in conformance with the National City General Plan at their meeting of February 7, 2022 by a vote of six to one.

February 18, 2022


Shelley Chapel
Deputy City Clerk

RESOLUTION NO. 2022 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE EXECUTION OF AN ORDER OF VACATION OF A PORTION OF KIMBALL WAY, NORTH OF EAST 14TH STREET AND NORTHWEST OF THE INTERSECTION WITH 'F' AVENUE, AS PART OF THE KIMBALL HIGHLANDS AND SAN YSIDRO HEALTH (PACE) CLINIC PROJECT. APPLICANT: EXCEL ENGINEERING

WHEREAS, application was made requesting to vacate and close Kimball Way, north of East 14th Street and northwest of the intersection with 'F' Avenue, in the City of National City, County of San Diego, State of California; and

WHEREAS, on March 1, 2022, the City Council of the City of National City conducted a hearing and initiated said vacation and closure of Kimball Way, north of East 14th Street and northwest of the intersection with 'F' Avenue; and

WHEREAS, on February 7, 2022, the Planning Commission of the City of National City considered the proposed vacation and closure, and found and determined that the vacation and closure of Kimball Way, north of East 14th Street and northwest of the intersection with 'F' Avenue conforms with the City's adopted General Plan; and

WHEREAS, the City Council has considered the Planning Commission's report and recommendation, and the presentation of staff regarding the proposed vacation and closure; and

WHEREAS, a Public Hearing was held on March 1, 2022 at which time all persons interested in or objecting to the proposed vacation and closure were afforded the opportunity to appear and be heard; and

WHEREAS, the City Engineer of the City of National City caused notice of said vacation and closure to be posted in the manner specified by law; and

WHEREAS, the National City General Plan does not consider the portion of alley as an arterial or collector street.

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

1. That the street vacation as described on the attached plans is in compliance with the National City General Plan, since vacation of this portion of Kimball Way would facilitate a priority City project that would provide benefits (i.e. additional healthcare and affordable housing options) for the community that would exceed the benefit of a vehicular route that can be alternately provided without too much more effort.
2. That this portion of Kimball Way is not identified as a major road (arterial or collector) in the Circulation Element of the General Plan, that pedestrian and emergency access will be maintained, and that through access can be provided by alternate means.

BE IT FURTHER RESOLVED THAT THE STREET VACATION IS APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:

General

1. This Street Closure authorizes the vacation of Kimball Way, north of East 14th Street and northwest of the intersection with 'F' Avenue. Except as required by Conditions of Approval, all plans submitted for permits associated with the project shall conform to Exhibit A, Case File No. 2021-23 SC, dated 1/11/22.
2. *Within* four (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the *County Clerk* and submitted to the National City Planning Department.

Utilities

3. The applicant shall reserve easements for all remaining utilities not relocated that are located in the proposed vacation area prior to the order of vacation of the subject right-of-way.
4. The City shall reserve easement and right-of-way for affected public utilities to erect, construct, change the size of, improve, reconstruct, relocate, repair, remove, maintain and use facilities consisting of underground electric facilities, communication facilities and all appurtenances for the transmission and distribution of electricity and for pipelines and appurtenances, together with the right of ingress thereto and egress therefrom over said easement and over other practical routes. No building or other structure, including fences, shall be permitted within the

easement without said public utilities' prior written consent. Said public utilities' prior written consent shall be required before planting any trees or increasing/decreasing the ground elevation within the easement. The easement shall be in place prior to the vacation of the right-of-way.

Fire

5. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC), National Fire Protection Association (NFPA), and California Code of Regulations (CCR).
6. Fire apparatus access roads shall comply with the requirements of Section 5 CFC (2013) and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus. This project will require strict adherence to Appendix "D" of the California Fire Code.
7. The required width of emergency fire apparatus access roads shall not be obstructed in any manner, including parking of vehicles. All access roads shall be no less than 20 feet wide, no less than 14 feet high and shall have an all weathered road with the ability to support 75 thousand pounds or greater. Where a fire hydrant is located on a fire apparatus road, the minimum road width shall be 26 feet. A 28 foot turning radius is required for fire department access through site. All fire department access roads shall be painted and signed to prevent parking in these required designated emergency areas. Modified roadway (Kimball Way) shall be re-evaluated to meet these strict guidelines.
8. Parking shall not impact requirements of turn-around provision or roadway at any time if required. No parking shall be allowed in cul-de-sac areas.
9. Approved signs or other approved notices or markings (*Red Curb*) that include NO PARKING - FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designed shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility. All projects shall be evaluated for this necessary application.

10. The fire code official shall have the authority to require or permit modifications to the required access widths where they are inadequate for fire rescue operations or where necessary to meet the public safety objectives of the jurisdiction.
11. The fire code official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access (CFC 2019 Edition - Section 503.1.2).
12. Grade of fire apparatus road shall be within the limits established (15% Grade) by the fire code official based on fire department's apparatus.
13. If a question arises concerning access from Kimball Way (cul-de-sac) onto E. 14th Street and onto Highland Avenue, emergency collapsible bollards and “grasscrete” capable of supporting 75,000.00 lbs. of vehicle weight could be used.
14. If entrance/exit gates are used, they shall be equipped with Knox Box and Emergency Strobes so as to provide emergency vehicle access and egress. A Knox Key Switch shall be required in conjunction with strobe for emergency access, and shall be placed at front of property. Please contact the National City Fire Department for exact field location.
15. Fire hydrants currently installed, shall remain clearly accessible by fire apparatus to meet California Fire Code. If fire hydrants become inaccessible due to new design, additional fire hydrants could be required.
16. Fire hydrants that may be located throughout the project as not to have a separation distance greater than 300 feet. Fire hydrants to be located within 300 feet of all locations which are roadway accessible. (Measurement starts from nearest public fire hydrant to project and shall be clearly accessible by fire apparatus.
17. The following items pertain to fire hydrants:
 - a. Size and location, including size and number of outlets and whether outlets are to be equipped with independent gate valves.
 - b. Fire hydrant to be of three outlet design.
18. Provide calculation confirming flow availability to meet fire flow demands and supply large diameter hose (4-inch).
19. Fire hydrants to be marked by use of blue reflective marker in the roadway.

20. Where there is conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in a specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

Police

21. Prior to closure of this portion of Kimball Way and development of the PACE clinic, the applicant shall prepare a special event traffic plan, to the satisfaction of the Police Department, which will provide an alternate route to Highland Avenue after major events (e.g. 4th of July Carnival) in Kimball Park, by providing access through the Kimball/Morgan Towers property.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

1. That the Mayor and City Clerk are respectively authorized and directed to execute and attest an Order of Vacation of the above described portion of public right-of-way.
2. That the vacation of the above described portion of public right-of-way to motorized vehicles is made under the authority of Division 9, Part 3, Chapter 3 of the California Streets and Highways Code.
4. That the right-of-way to be vacated is not needed for present or future public transportation uses, because the properties abutting the street under consideration will continue to have access to public streets.
5. That the area to be vacated is not required as a non-motorized transportation facility for pedestrians, bicyclists, or equestrians.
6. That the vacation of the proposed segment of right-of-way is consistent with the City's General Plan, because the street in this area is not a major street (arterial or collector street).
7. That, once the Order of Vacation is executed, the City Clerk is hereby authorized and directed to cause a certified copy of subject Order to be recorded in the office of the County Recorder of San Diego County, pursuant Section 8325 of the California Streets and Highways Code.
8. That from and after the date that Order of Vacation is executed, the above-described portion of public right-of-way will no longer constitute a street, except as reserved and excepted herein.

PASSED and ADOPTED this 1st day of March, 2022.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Introduction of an Ordinance of the City Council of the City of National City, California, adopting a Military Equipment Policy. \(City Attorney\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: 3/1/2022

AGENDA ITEM NO. |

ITEM TITLE:

Introduction of an Ordinance of the City Council of the City of National City, California, adopting a Military Equipment Policy.

PREPARED BY: Charles E. Bell, Jr., City Attorney

DEPARTMENT: City Attorney

PHONE: (619) 336-4220

APPROVED BY: *Charles Bell Jr.*

EXPLANATION:

On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481, relating to the use of military equipment by law enforcement agencies. Assembly Bill 481, codified at California Government Code sections 7070 through 7075, requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a "military equipment" use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment. The term "military equipment" is defined in California Government Code section 7070.

The proposed military equipment policy is found within National City Police Department Policy 706. Policy 706 was published on the National City Police Departments internet website on January 27, 2022, and presented to City Council on March 1, 2022.

The National City Police Department Policy 706 meets the requirements of California Government Code section 7070, subdivision (d).

FINANCIAL STATEMENT:

APPROVED:

Finance

ACCOUNT NO.

APPROVED: _____

MIS

This report does not reflect financial any changes to the budget at this time

ENVIRONMENTAL REVIEW:

This action does not constitute a project under California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(2).

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Approve the Introduction of an Ordinance of the City Council of the City of National City, California, adopting a Military Equipment Policy.

BOARD / COMMISSION RECOMMENDATION:

Not Applicable

ATTACHMENTS:

- Ordinance

ORDINANCE NO. 2022 -

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ADOPTING A MILITARY USE POLICY

CITY ATTORNEY SUMMARY

This Ordinance adds a Military Use Policy to the City of National City, California, Municipal Code

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481, relating to the use of military equipment by law enforcement agencies; and

WHEREAS, Assembly Bill 481, codified at California Government Code sections 7070 through 7075, requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a “military equipment” use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment . The term “military equipment” is defined in California Government Code Section 7070; and

WHEREAS, Assembly Bill 481 allows the governing body of a City to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it makes specified determinations; and

WHEREAS, the proposed military equipment use policy is found within National City Police Department Policy 706; and

WHEREAS, National City Police Department Policy 706 was published on the National City Police Department’s internet website on _____. The National City Police Department Policy 706 was presented to City Council on March 1, 2022; and

WHEREAS, The National City Police Department Policy 706 meets the requirements of California Government Code Section 7070, subdivision (d).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City, California, does ordain as follows:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. Based on the findings above, in addition to information provided to the City Council at the public meeting, the City Council determines as follows:

1. The military equipment identified in National City Police Department _____ is necessary, because there are no reasonable alternatives that can achieve the same objectives of officer and civilian safety.

2. National City Police Department _____ will safeguard the public's welfare, safety, civil rights, and civil liberties.
3. The military equipment identified in National City Police Department _____ is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
4. National City Police Department _____ is approved and adopted.

SECTION 3. Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council of the City of National City hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional or invalid or ineffective.

SECTION 4. No Mandatory Duty of Care. This Ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 5. Conflict. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 6. Effective Date. This ordinance shall be published pursuant to law and shall become effective thirty (30) days from the date of passage and adoption. Within fifteen (15) days following its adoption, the City Clerk shall publish the title thereof, as a summary as required by State Law.

INTRODUCED by the City Council on March 1, 2022.

PASSED and ADOPTED this _____ day of March, 2022.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, 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, California, approving National City Police Department Policy 706 and Procedure 706 for the use of Military Equipment as mandated by California Assembly Bill 481. \(Police\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: March 1, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City, California, approving National City Police Department Policy 706 and Procedure 706 for the use of Military Equipment as mandated by California Assembly Bill 481.

PREPARED BY: Graham Young, Captain 

PHONE: 619-336-4514

DEPARTMENT: Police

APPROVED BY: 

EXPLANATION:

California Assembly Bill 481 requires a law enforcement agency to obtain approval of the applicable governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, staff report attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

This is not a project and, therefore, not subject to financial review.

APPROVED: _____

FINANCE

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE:

INTRODUCTION

FINAL ADOPTION

STAFF RECOMMENDATION:

Approve National City Police Department Policy 706 and Procedure 706 for the use of Military Equipment as mandated by California Assembly Bill 481.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Attachment 1 - Staff Report
2. Attachment 2 - National City Police Department Policy 706
3. Attachment 3 - Copy of California Assembly Bill 481
4. Attachment 4 – Resolution



DATE: March 1, 2022

TO: Mayor and City Councilmembers

FROM: Graham Young, Captain

SUBJECT: **STAFF REPORT: California Assembly Bill 481 – City Council’s approval of National City Policy 706 and Procedure 706**

SUMMARY

Staff recommends the Mayor and City Councilmembers approve the proposed National City Police Department Policy 706, titled “Military Equipment and the proposed Procedure 706 outlining the equipment officers from the can use in the course of their duties.

Under current adopted legislation AB481, This Department procedure establishes guidelines for the use, training, approval, and procurement of existing “military equipment” and future military equipment acquisitions in accordance with California Assembly Bill 481 (AB-481), codified in California Government Code sections 7070-7075. Additionally, this procedure outlines the fiscal impact and specific descriptions of existing military equipment within the Department’s inventory.

BACKGROUND

On September 30, 2021, the Governor of the State of California approved AB-481 requiring law enforcement agencies to obtain approval of the applicable governing body (Mayor and City Council), by adoption of a military equipment use policy. The Department is required to seek City Council approval of this military equipment use procedure by ordinance at a regular open meeting prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined.

The bill allows the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. The ordinance is subject to annual City Council review to determine whether, based on an annual military equipment report, the standards set forth in the approving ordinance have been met. The City Council may renew the authorizing ordinance, disapprove authorization for

particular military equipment where standards have not been met, or require modifications to this military equipment use procedure to address any non-compliance with standards.

Finally, the bill requires publication of this military equipment use procedure and the annual military equipment report on the Department's website. The military equipment use procedure must be posted on the website at least 30 days prior to the Council meeting. NCPD complied with this provision of the Bill on February 1, 2022 as a "Draft" copy for public viewing.

POLICY EVALUATION CRITERIA

The governing body shall only approve a military equipment use policy pursuant to this chapter if it determines all of the following:

- A. The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
- B. The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.
- C. If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
- D. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

Upon approval of a military equipment policy, the Chief of Police or the authorized designee will submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee will also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

Any member of the public can register a question or concern regarding military use equipment by contacting the National City Police Department's Internal Affairs Unit. Additionally, any member of the public can submit a complaint to any member of the Department and in any form (i.e. in person, telephone, email, etc.) regarding the use of military equipment in the police department's inventory. Once the complaint is received, it will be routed to the Internal Affairs Unit for investigation.

DEFINITIONS

Assembly Bill 481 – “Military Equipment”

A. “Governing body” means the City of National City, City Council and Mayor.

B. “Military equipment” means the following:

1. Unmanned, remotely piloted, powered aerial or ground vehicles. This definition applies to the Department’s inventory of small Unmanned Aircraft Systems (sUAS) and SWAT robots.
2. Armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this definition. This definition applies to the Department’s inventory of ‘BAT” – Ballistic Armored Transport.
3. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units. This definition applies to all of the Department’s inventory of Command and Control Vehicles, including but not limited to the following:
 - a) Mobile 1 – Command Post Vehicle
 - b) CNT Command Vehicle 2 – Command Post Vehicle
4. Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this definition. This definition applies to all of the Department’s inventory of explosive breaching equipment, breaching shotguns, and breaching shotgun rounds, which are all maintained by the SWAT unit.
5. Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this definition. This definition applies to all of the Department’s inventory of .50 caliber sniper rifles, which are all maintained by the SWAT unit.
6. Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this definition.
7. Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of

the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to sworn members. This definition applies to all of the Department's inventory of rifle caliber carbines, sniper rifles, and associated ammunition.

8. Any firearm or firearm accessory that is designed to launch explosive projectiles.
 9. "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld OC. This definition applies to all of the Department's inventory of flashbangs, pepper ball launchers and related ammunition. Additionally, this definition would also apply to all of the Department's inventory of various chemical agents and chemical agent delivery systems maintained by the SWAT Unit. These delivery systems are capable of dispersing chemical agents via burning, expulsion, liquid, or fog.
 10. The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons. This definition applies to all of the Department's inventory of 40 mm projectile launchers to include 40 mm multi-launchers and bean bag shotguns and associated munitions. This definition also applies to the Department's inventory of SIM ammunition and SIM modified weapons utilized by the SWAT Unit, In-Service Training Unit, and Police Academy for training.
 11. "Military equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.
- C. "Military equipment use policy" refers to this Department Procedure and means a publicly released, written document governing the use of military equipment by the Department that addresses, at a minimum, all of the following:
1. A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.
 2. The purposes and authorized uses for which the Department proposes to use each type of military equipment.
 3. The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.

4. The legal and procedural rules that govern each authorized use.
5. The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any sworn member is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.
6. The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.
7. The procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the Department will ensure that each complaint, concern, or question receives a response in a timely manner.

D. "Law enforcement agency" means any of the following:

1. A police department, including the police department of a transit agency, school district, or any campus of the University of California, the California State University, or California Community Colleges.
2. A sheriff's department.
3. A district attorney's office.
4. A county probation department.

FISCAL IMPACT

No financial impact.

INSURANCE REQUIREMENTS

No insurance requirements

BINDING REQUIREMENTS

The National City Police Department retains and employs a wide variety of “military equipment” to assist in safely achieving the furtherance of its mission statement to “maintain public safety by providing the highest quality police services to all of our communities.” While the inventory of military equipment is varied, the mere possession of the equipment does not warrant its use for every incident.

Per California Assembly Bill 481, without the approval of National City Policy 706 and Procedure 706 the police department will be unable to equip police officers going into the field for community safety and service.

RECOMMENDATION

Staff recommends the Mayor and City Councilmembers approve the proposed National City Police Department Policy 706, titled “Military Equipment and the proposed Procedure 706 outlining the equipment officers from the can use in the course of their duties.

Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

National City Police Department

Policy Manual

Military Equipment

706.2 POLICY

It is the policy of the National City Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of National City Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

National City Police Department Procedures Manual: 706.2 Military Equipment Inventory

706.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The

R

National City Police Department

Policy Manual

Military Equipment

military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

706.6 COORDINATION WITH OTHER JURISDICTIONS

~~Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy. Specific guidelines for the use of military equipment by allied agencies is outlined in Procedure 706.~~

National City Police Department Procedures Manual: 706.1 Military Equipment Procedures

706.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

706.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

3

Military Equipment Inventory

706.1 MILITARY EQUIPMENT PROCEDURES

PURPOSE

This policy establishes guidelines for the acquisition, funding, use and reporting of "military equipment," as the term is defined in Government Code section 7070. This policy is provided to fulfill the obligations set forth in Assembly Bill No. 481. These obligations include but are not limited to seeking approval on specific items deemed to be military equipment and requirements related to compliance, annual reporting, cataloging, and complaints regarding these items.

POLICY

It is the policy of the National City Police Department that there are legally enforceable safeguards, including transparency, oversight, and accountability measures in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

PHILOSOPHY

The acquisition of military equipment and its deployment in our communities may impact the public's safety and welfare. The public has a right to know about any funding, acquisition, or use of military equipment by local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment. Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

PROCEDURE

A. DEFINITIONS

1. Governing Body – The elected or appointed entity that oversees the National City Police Department
2. Military Equipment – Any of a wide variety of items as defined by California Government Code section 7070, subsections (c)(1) through (c)(16).

B. GENERAL

1. The Department shall obtain approval of the governing body annually prior to engaging in any of the following activities:
 - (a) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.
 - (b) Seeking funds for military equipment including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
 - (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

4

National City Police Department

Procedures Manual

Military Equipment Inventory

- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to general order.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.
- (b) In seeking the approval of the governing body, the Department shall submit a proposed military equipment use policy, or subsequent amendments, to the City Council and the public via the law enforcement agency's internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

C. MILITARY EQUIPMENT USE CONSIDERATIONS

- 1. The military equipment acquired and authorized by the Department is:
 - (a) Necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
 - (b) Reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
- 2. Military equipment shall only be used by a Department employee after applicable training, including any course required by the Commission on Peace Officer Standards and Training, has been completed, unless exigent circumstances arise.
- 3. On occasion, the Department may be required to assist other law enforcement agencies in a formal Law Enforcement Mutual Aid Request (LEMA) or support with day to day operational collaboration (i.e. pursuits, investigative unit assistance, joint law enforcement operations, etc.). In certain mutual aid or operational collaboration circumstances, it may be necessary for sworn Department members to utilize military equipment in order to fulfill an assigned mission (i.e. civil unrest, SWAT requests, barricaded suspects in a vehicle, etc.). When sworn Department members utilize military equipment in instances of mutual aid or law enforcement collaboration, the following shall apply:
 - (a) Department members are required to adhere to the Department's Military Equipment policy and all policies and procedures outlined within the National City Police Department's Policy and Procedures Manual, regardless of operational jurisdiction.
 - (b) Should the National City Police Department request mutual aid from another law enforcement agency within the City of National City and military equipment is required during the course of the response, the following shall apply:
 - i. The National City Police Department shall remain in charge of the overall incident command.
 - ii. The Incident Commander or their designee shall brief the supervisor from the assisting agency and inform them of the mission, enforcement posture, and any pertinent information related to the incident.

5

National City Police Department

Procedures Manual

Military Equipment Inventory

- iii. Military equipment used by any member of this jurisdiction shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid to this jurisdiction shall comply with their respective military equipment use policies in rendering mutual aid. If the Incident Commander is informed of or witnesses the utilization of military equipment by an assisting agency inconsistent with the guidelines outlined in this procedure, the Incident Commander may elect to cancel the request for mutual aid or re-assign the assisting agency to a different support mission.

D. MILITARY EQUIPMENT REPORTING CONSIDERATIONS

The Department shall submit an annual military equipment report to City Council that addresses each type of military equipment possessed by the Department.

1. The Department shall also make each annual military equipment report publicly available on its internet website for as long as the military equipment is available for use.
2. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:
 - (a) A summary of how the military equipment was used and the purpose of its use.
 - (b) A summary of any complaints or concerns received concerning the military equipment.
 - (c) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
 - (d) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
 - (e) The quantity possessed for each type of military equipment.
 - (f) If the Department intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

E. CATALOGING OF MILITARY USE EQUIPMENT

1. All military use equipment kept and maintained by the National City Police Department shall be cataloged in a way which addresses each of the following requirements:
2. The manufacturer's description of the equipment.
3. The capabilities of the equipment.
4. The purposes and authorized uses for which the Department proposes to use the equipment.
5. The expected lifespan of the equipment.
6. The fiscal impact of the equipment, both initially and for on-going maintenance.

6

National City Police Department

Procedures Manual

Military Equipment Inventory

7. The quantity of the equipment, whether maintained or sought.

F. COMPLIANCE

1. The Department Internal Affairs Division will ensure that all Department members comply with this policy. Internal Affairs will conduct an annual audit with the assistance of the Range Staff. The Chief of Police or designee will be notified of any policy violations and, if needed, the violation(s) will be referred to the Internal Affairs and handled in accordance with National City Police Department's Policy and Procedures. All instances of non-compliance will be reported to City Council via the annual military equipment report.
2. Any member of the public can register a question or concern regarding military use equipment by contacting the National City Police Department's Internal Affairs Unit.
3. Any member of the public can submit a complaint to any member of the Department and in any form (i.e. in person, telephone, email, etc.). Once the complaint is received, it should be routed to the Internal Affairs Unit for investigation.

Internal Affairs Unit

1200 National City Boulevard

National City, California 91950

(619) 336-4481

4. Additionally, any member of the public can submit a complaint to any member of the Community and Police Relations Commission (CPRC) and in any form (i.e. in person, telephone, email, etc.). Once the complaint is received, it will be routed to the Internal Affairs Unit for investigation.

City of National City - Community and Police Relations Commission

1243 National City Boulevard

National City, California 91950

(619) 336-4241

G. FUNDING

The Department shall seek council approval for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

1. The Department has authority to apply for funding prior to obtaining council approval in the case of exigent circumstances. The Department shall obtain council approval as soon as practicable.

National City Police Department
Procedures Manual

Military Equipment Inventory

2. When the military items are classified as "consumable ammunition or munitions," the National City-City Council gives the police department prior approval to purchase such items. This will be granted without re-occurring approval for the following:
 - (a) When stocks of military equipment that has been previously authorized have reached significantly low levels or are exhausted, the Department may re-supply consumable items in order to reach an operational level. The Department may resupply the consumable items in that calendar year without prior City Council approval to maintain essential availability for the Department's needs.

H. MILITARY USE EQUIPMENT

1.0 UNMANNED AERIAL VEHICLES UAV'S AND ROBOTS

2.0 ARMORED PERSONNEL CARRIERS/ MULTIPURPOSE WHEELED VEHICLES

3.0 FIREARMS / AMMUNITION OF .50 CALIBER OR GREATER

4.0 SPECIALIZED FIREARMS / AMMUNITION LESS THAN 50 CALIBER

5.0 EXPLOSIVE BREACH APPARATUS AND BREACHING ROUNDS

6.0 CHEMICAL AGENT, PEPPER SPRAY, OLEORESIN FILLED PROJECTILES (PEPPER BALLS), SPECIALTY LESS LETHAL MUNITIONS, LIGHT/SOUND DIVERSIONARY DEVICE, AMMUNITION

7.0 40MM LAUNCHERS AND LESS LETHAL BEAN BAG SHOTGUN

8.0 ADDITIONAL ITEMS

706.2 MILITARY EQUIPMENT INVENTORY

See attachment: AB 481 Draft Policy - Procedure 706 Final Draft For Approval.pdf

8

Attachments

9

**AB 481 Draft Policy - Procedure
706 Final Draft For Approval.pdf**


10


H. MILITARY USE EQUIPMENT

- 1.0 UNMANNED AERIAL VEHICLES UAV'S AND ROBOTS
- 2.0 ARMORED PERSONNEL CARRIERS/ MULTIPURPOSE WHEELED VEHICLES
- 3.0 FIREARMS / AMMUNITION OF .50 CALIBER OR GREATER
- 4.0 SPECIALIZED FIREARMS / AMMUNITION LESS THAN 50 CALIBER
- 5.0 EXPLOSIVE BREACH APPARATUS AND BREACHING ROUNDS
- 6.0 CHEMICAL AGENT, PEPPER SPRAY, OLEORESIN FILLED PROJECTILES (PEPPER BALLS), SPECIALTY LESS LETHAL MUNITIONS, LIGHT/SOUND DIVERSIONARY DEVICE, AMMUNITION
- 7.0 40MM LAUNCHERS AND LESS LETHAL BEAN BAG SHOTGUN
- 8.0 ADDITIONAL ITEMS


1.0 UNMANNED AERIAL VEHICLE (UAV) AND ROBOTS

DJI Phantom 4 PRO	
Description	Small UAS quadcopter
Quantity	2
Capability	Search and rescue, exigent searches, visual aid at long distance, tactical deployments
Life Span	N/A
Manufacturer's Description	An updated camera is equipped with a 1-inch 20-megapixel sensor capable of shooting 4K/60fps video and Burst Mode stills at 14 fps. The adoption of titanium alloy and magnesium alloy construction increases the rigidity of the airframe and reduces weight, making the Phantom 4 Pro similar in weight to the Phantom 4. The Flight Autonomy system adds dual rear vision sensors and infrared sensing systems for a total of 5-direction of obstacle sensing and 4-direction of obstacle avoidance.
Purpose	Unmanned aerial systems may be utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.
Authorized Usage	Trained and Certified Team Members
Costs	Initial Cost: \$2,200 per UAV (fully outfitted) Recurring Costs: N/A Maintenance Costs: \$100.00 estimated annually Year Obtained: 2018 How was it purchased: General Fund

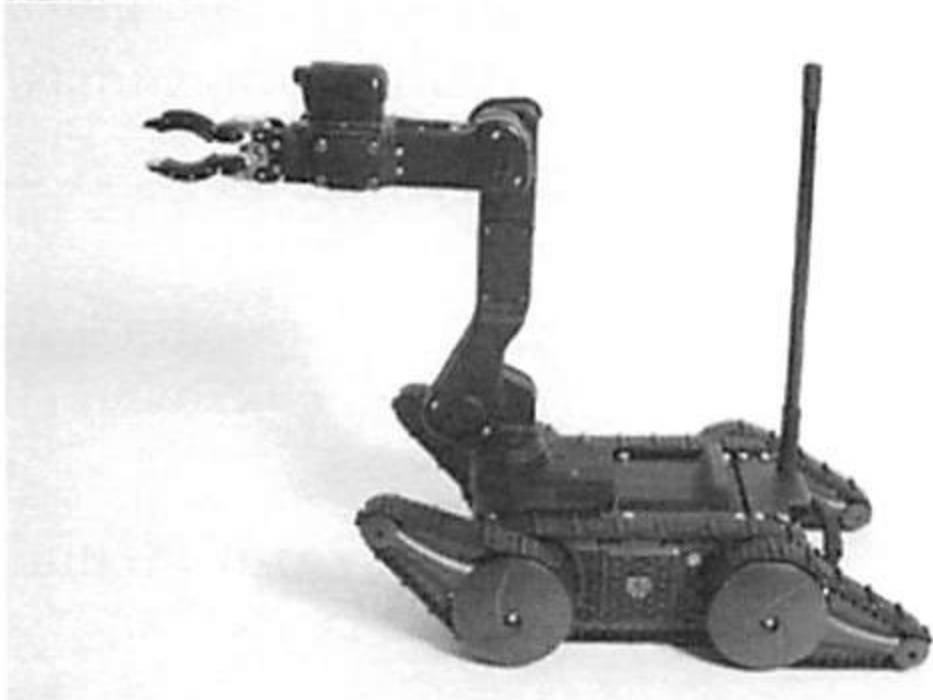
Item Picture	
Training Needed	Part 107 Commercial License; On-duty Flight Training

DJI Mavic Pro	
Description	Small Quadcopter UAS
Quantity	1
Capability	Search and Rescue, Exigent Searches, Visual Aid at Long Distance
Life Span	N/A
Manufacturer's Description	The DJI Mavic Pro is a portable and powerful drone with a 3-axis gimbal 4K camera, a max transmission range of 4.1 mi (7 km) and a sophisticated design.
Purpose	Unmanned aerial systems may be utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights, as well as Federal Aviation Administration (FAA) regulations.
Authorized Usage	Trained and Certified Team NCPD / FD Members
Costs	Initial Cost: \$1,500 (fully outfitted) Recurring Costs: N/A Maintenance Costs: \$100.00 estimated annually Year Obtained: 2018 How was it purchased: General fund
Item Picture	
Training Needed	Part 107 Commercial License; On-duty Flight Training

12

Sky Hero Loki 2.0	
Description	Small UAS Quadcopter
Quantity	1
Capability	Search and rescue, exigent searches, visual aid at long distances.
Life Span	N/A
Manufacturer's Description	LOKI is the world's first purpose built tactical UAS. Designed and built in conjunction with several of the world's top counter terror units, LOKI Mk2 solves virtually all of the problems associated with the tactical use of commercial UAS systems. LOKI is intended for close quarter, indoor and outdoor tactical scouting missions, and features a highly sensitive Night-Day + IR sensor camera giving it the ability to fly and see in complete darkness.
Purpose	Unmanned aerial systems may be utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights, as well as Federal Aviation Administration (FAA) regulations.
Authorized Usage	Trained NCPD Members
Costs	Initial Cost: \$12,000 (fully outfitted) Recurring Costs: N/A Maintenance Costs: \$100.00 estimated annually Year Obtained: 2021 How was it purchased: Grant funded (SHSP)
Item Picture	
Training Needed	In Service Training


Avatar Robot	
Description	Small, tracked, remote controlled robot
Quantity	1
Capability	Remote controlled, portable tracked robot capable of assessing the dangers of a situation by its ability to maneuver through difficult terrain and provide feedback to the operator.
Life Span	N/A

Manufacturer's Description	<p>The AVATAR® enhances the capabilities of SWAT and tactical response teams by allowing them to quickly and safely inspect dangerous situations, there is no longer a need to send personnel in before you've had a chance to assess the situation.</p> <p>The AVATAR® saves lives by keeping first responders out of harm's way, and it does so at a fraction of the price of other robots. The AVATAR® Robots are regarded by tactical teams as a standard operational tool, like a firearm, vehicle, or piece of body armor.</p> <p>Departments across the United States and internationally are using the AVATAR® Robots. With the AVATAR®'s market beating affordability and ease-of-use, so can you.</p>
Purpose	To safely assess a situation for tactical advantage and protect lives
Authorized Usage	Trained NCPD SWAT Team Members
Costs	<p>Initial Cost: \$21,000</p> <p>Recurring Costs: N/A</p> <p>Maintenance Costs: \$100.00 estimated annually</p> <p>Year Obtained: 2013</p> <p>How was it Bought: General Fund/Grant Homeland Security Grant.</p>
Item Picture	
Training Needed	SWAT Team Training

2.0 ARMORED PERSONNEL CARRIERS/MULTIPURPOSE WHEELED VEHICLES

Ballistic Armored Tactical Transport	
Description	Ballistic Armored Tactical Transport (BATT) Vehicle - BATT vehicles feature a high hard ballistic steel hull based on the Ford


	F-550 Super Duty commercial chassis. The conventional layout of the vehicle houses the engine in the front, crew cab in the center and troop compartment at rear. The forward cabin of the vehicle is protected by a two-piece wind-shield with sun band.
Quantity	1
Capability	BATT can support first responders in any hazardous, high risk, or critical incident which would benefit from having a vehicle that provides a high level of ballistic protection.
Life Span	20+ Based on maintenance care
Manufacturer's Description	<p>The BATT vehicles can be installed with Spec Rest tactical shooting platform on turret and doors. The compact and fully modular platform allows the installation of a wide range of guns in multiple truck mounted locations.</p> <p>The vehicle is fitted with vertical body panels offering Level NIJ III+ (B6+) protection. The floor, roof and bonnet can be armored up to a level of NIJ III (B6). Windows are fitted with bullet-proof glass-clad polycarbonate laminates delivering NIJ III (B6) protection. The fuel tank is also equipped with additional protection features.</p> <p>The armored solutions of the BATT vehicle can protect the crew from multi-hit 7.62mm ammunition and 5.56mm ammunition including M193/SS 109 penetrator rounds.</p> <p>The BATT vehicle is powered by 6.8L Triton V-10 gasoline engine coupled to an electronic five-speed automatic transmission. The vehicle is also offered with gas and diesel engines. The BATT vehicle demonstrates high mobility in cross-country conditions. The four wheel drive vehicle is equipped with mono-beam leaf spring suspension.</p>
Purpose	BATT is designed to carry 12-14 Officers, depending on size of operators and amount of gear. The vehicle was created for law enforcement agencies and tactical teams to carry out rescue operations in a variety of settings.
Authorized Usage	Trained NCPD Members
Costs	<p>Initial Cost: \$227,000</p> <p>Re-Occurring Costs: N/A</p> <p>Maintenance Costs: \$1,000 year average.</p> <p>Year Obtained: 2013</p> <p>How was it Bought: General fund/Homeland Security Grant.</p>

Item Picture	
Training Needed	In-Service Training

Mobile Command Vehicle	
Description	Mobile Command Vehicle (MCV) is a custom-built mobile command post vehicle with multiple forms of communications ability as well as Computer Aided Dispatch (CAD) capabilities. The unit can act as a mobile Emergency Operations Center in the event of an emergency.
Quantity	1
Capability	As a mobile base of operation, these vehicles contain specialized command, control, and communications equipment to assist with this mission.
Life Span	20+ Years
Manufacturer's Description	The MCV 36 feet long, 11 feet tall and has a 250 horsepower diesel engine, hydraulic brakes and a 60-gallon fuel tank. It is equipped with four flat-screen televisions; satellite feed; two DVD-VCRs; five police radios; seven interior phones and two exterior phones; and a mounted pole camera that can extend vertically to 25 feet.
Purpose	Mobile Command Vehicles are to be utilized as an Incident Command Post for planned or unplanned events.
Authorized Usage	MCV usage must be requested and approved through the chain of command and driven by trained NCPD Members
Costs	Initial Cost: \$340,000 Re-Occurring Costs: N/A Maintenance Costs: \$1,000 / year – estimated cost Year Obtained: 2009 How was it Bought: General Funds/Homeland Security Grant

16

Item Picture	
Training Needed	In-Service Training

Crisis Negotiations Team Van	
Description	2020 Ford Transit 3500 Custom Build-out
Quantity	1
Capability	Command Vehicle is a mobile command vehicle that houses the Command and Control element for Emergency Negotiators during a critical incident. The vehicle is equipped with communications equipment to assist with the mission.
Life Span	The CNT vehicle has a 30-year lifespan on a chassis and vehicle.
Manufacturer's Description	2020 Ford Transit Cargo Van - Automatic emergency braking; Auto high-beam headlights; Rain-sensing wipers; 3.5-liter V6 engine; Rearview camera, Custom build-out with floor to roof cabinets, and radio communications.
Purpose	To be utilized for critical incident callouts for Crisis Negotiations.
Authorized Usage	Trained NCPD / CNT Members
Costs	Initial Cost: \$138,000 Re-Occurring Costs: Maintenance Costs Maintenance Costs: N/A Year Obtained: 2021 How was it Bought: General Fund
Item Picture	

Training Needed	In-Service Training
-----------------	---------------------


SkyWatch	
Description	SkyWatch Portable Observation Tower
Quantity	1
Capability	Portable and rapidly deployable, it provides a strategic perspective and symbolic deterrent. Customize payload with pan-tilt IR, night vision, visible-light cameras, in-cab controls, ground radar, monitors, and NVR, and searchlights. Designed for crowd control, high-crime area monitoring, and missing person command post.
Life Span	20+ Years
Manufacturer's Description	Height: Max Height (Excluding Cameras) - Cab Deployed 30' 6" Generator: Diesel with 78 Gallon Tank OR Gasoline with 20 Gallon EVAP Tank Shore Power: Standard All Steel Construction LED Flood Lights Air Conditioning/Heating Command Desk LED Flood Lights On All 4 Sides of the Cab Electrical Outlets inside Cab and Operational Compartment Digital Wind Speed Meter (withstands winds up to 40MPH) Under Cab Safety Camera Limousine Tint on all windows Rugged lift design with robust support outriggers
Purpose	Parking Lot Surveillance and Detection Perimeter Protection High Crime Area Monitoring Major Venue Crowd Control Missing Person Command Flight Line Protection Gate Over Watch Perimeter Protection High Value Equipment Protection
Authorized Usage	Trained NCPD Members
Costs	Initial Cost: \$230,000 Re-Occurring Costs: N/A Maintenance Costs: \$250.00 – \$500.00 estimated costs annually Year Obtained: 2021 How was it Bought: UASI Grant Fund
Item Picture	

Training Needed	In-Service Training
-----------------	---------------------


3.0 FIREARMS / AMMUNITION OF .50 CALIBER OR GREATER

Not Applicable


4.0 SPECIALIZED FIREARMS/AMMUNITION LESS THAN .50 CALIBER

Colt M4 Carbine	
Description	Colt Manufacturing LLC, M4 Carbine Rifle (.223/5.56)
Quantity	40
Capability	The Colt M4 Carbine is a lightweight, magazine-fed, gas-operated rifle in standard configuration.
Life Span	N/A
Manufacturer's Description	Throughout the world today, Colt's reliability, performance, and accuracy provide our Armed Forces the confidence required to accomplish any mission. Colt's LE6920 series shares many features of its combat-proven brother, the Colt M4.
Purpose	The M4 Carbine can stop threats of great bodily injury or death at close and intermediate ranges. The M4 platform is capable of firing more accurately and quicker than a pistol while holding more rounds in the magazine and having better ballistic qualities.
Authorized Usage	Department personnel trained and qualified in its use
Costs	Unit Cost: \$1,500.00 Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost per unit Year Obtained: 2012 - 2018 How was it Bought: General funds
Item Picture	
Training Needed	POST Certified Patrol Rifle Course; Yearly Department Rifle Qualifications


Colt M4 Carbine CQB

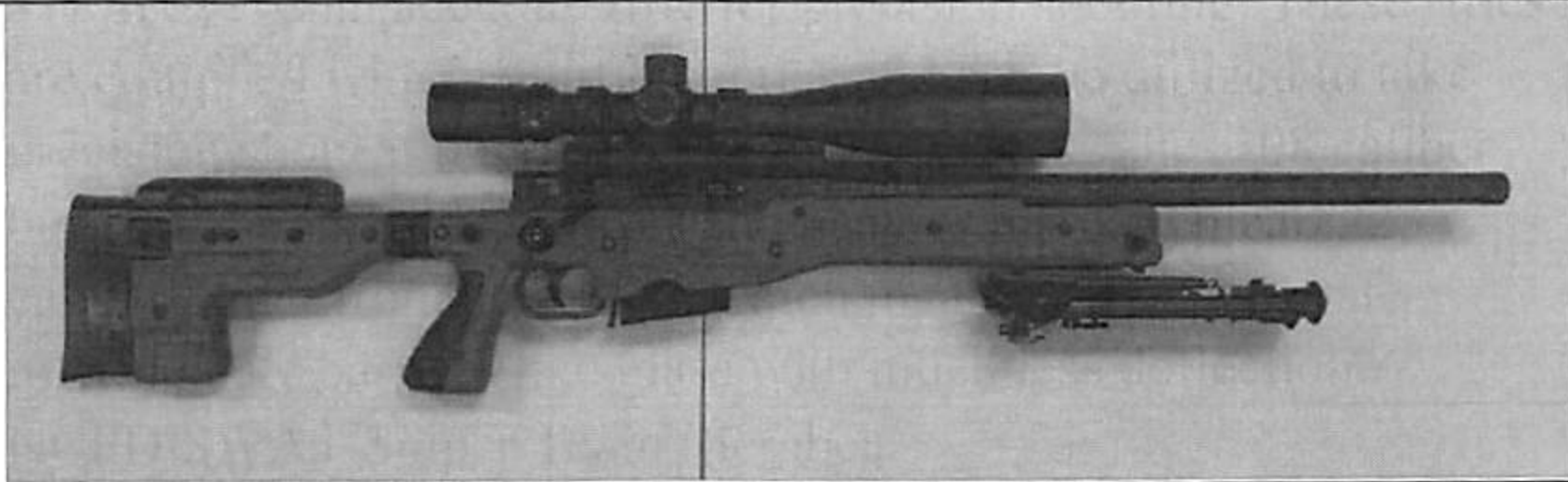
Description	Colt Manufacturing LLC, M4 Carbine Rifle (.223/5.56)
Quantity	15
Capability	The Colt M4 Carbine is a lightweight, magazine-fed, gas-operated rifle with both semi and full automatic configuration.
Life Span	N/A
Manufacturer's Description	Throughout the world today, Colt's reliability, performance, and accuracy provide our Armed Forces the confidence required to accomplish any mission. Colt's LE6920 series shares many features of its combat-proven brother, the Colt M4.
Purpose	The M4 Carbine can stop threats of great bodily injury or death at close and intermediate ranges. The M4 platform is capable of firing more accurately and quicker than a pistol while holding more rounds in the magazine and having better ballistic qualities.
Authorized Usage	NCPD SWAT Team Members
Costs	Initial Cost: \$1,500 Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost per unit Year Obtained: 2012-2015 How was it Bought: General funds
Item Picture	
Training Needed	SWAT Academy; In-Service Training; Quarterly Department Rifle Qualifications

Daniel Defense V4S Rifle (to replace the current M4 Rifles on SWAT)	
Description	Daniel Defense DDM4V7S 11.5", select fire, 5.56mm, select fire with M-LOK rail Carbine Rifle (.223/5.56)
Quantity	16
Capability	The Daniel Defense V4S Carbine is a lightweight, magazine-fed, gas-operated rifle with both semi and full automatic configuration.
Life Span	N/A
Manufacturer's Description	The DDM4V7S AR15 style firearm features the MFR 10.0 M-LOK rail and is built around a free floating, cold hammer forged 11.5 inch barrel.

Purpose	The Carbine can stop threats of great bodily injury or death at close and intermediate ranges. The platform is capable of firing more accurately and quicker than a pistol while holding more rounds in the magazine and having better ballistic qualities.
Authorized Usage	NCPD SWAT Team Members
Costs	Initial Cost: \$2,200.00 Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost per unit Year Obtained: 2022 How was it Bought: General funds
Item Picture	
Training Needed	SWAT Academy; In-Service Training; Quarterly Department Rifle Qualifications

Remington 700 Rifle	
Description	Remington 700 .308 Cal Rifle
Quantity	6
Capability	Long Range Precision Shooting
Life Span	N/A
Manufacturer's Description	It's the number one bolt-action of all time, proudly made in the U.S.A. For over 50 years, more Model 700s have been sold than any other bolt-action rifle before or since. The legendary strength of its 3-rings-of-steel receiver paired with a hammer-forged barrel, combine to yield the most popular bolt-action rifle in history.
Purpose	The Remington 700 is an accurate rifle for precision shooting. These rifles are equipped with magnified optics and can be utilized to take precision shots at intermediate to long ranges. The .308 caliber bullet it shoots is also bigger and heavier than a typical .223 caliber bullet from an AR-15 which means it will penetrate intermediate barriers like glass with much less deflection.
Authorized Usage	NCPD SWAT Sniper Team Member
Costs	Initial Cost: Unit cost \$999.95 Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost per unit Year Obtained: 2008 How was it Bought: General funds


Item Picture	
Training Needed	SWAT Academy; Certified Sniper Course

Accuracy International AT (to replace the Remington 700 Rifles)	
Description	.308 Accuracy International AT Bolt Action Rifle
Quantity	2
Capability	Long Range Precision Shooting
Life Span	N/A
Manufacturer's Description	The AT (Accuracy Tactical) continues the legacy of the combat proven AW308 and takes the AW to new levels. The AIAT has a 20-inch quick change barrel and a folding stock. The AT is ideal for Law Enforcement and civilian users.
Purpose	The AIAT is an accurate rifle for precision shooting. These rifles are equipped with magnified optics and can be utilized to take precision shots at intermediate to long ranges. The .308 caliber bullet it shoots is also bigger and heavier than a typical .223 caliber bullet from an AR-15 which means it will penetrate intermediate barriers like glass with much less deflection.
Authorized Usage	NCPD SWAT Sniper Team Member
Costs	Unit Cost: \$4332.50 Re-Occurring Costs: \$1000 every 5 years. Maintenance Costs: \$100.00 estimated annual cost per unit Year Obtained: 2020 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy; Certified Sniper School

22


5.0 EXPLOSIVE BREACHING APPARATUS AND EXPLOSIVE BREACHING ROUNDS

5.1 Breaching Shotgun Rounds


CTS Shotgun Breaching Rounds	
Description	CTS 2570 12 gauge breaching rounds
Quantity	170
Capability	Capable of defeating locks, deadbolt locks, hinges and other type of doorway entry hardware
Life Span	Consumable item replaced as needed
Manufacturer's Description	12-gauge frangible slug to disrupt locking mechanisms and hinges, defeat and breach external and internal doors.
Purpose	Used to defeat locks, deadbolts, hinges and other types of doorway hardware and locking mechanisms, both inner and outer doors.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$8.99 per unit Re-Occurring Costs: consumable item replaced as needed Maintenance Costs: N/A Year Obtained: 1997 - 2021 How was it Bought: General funds
Item Picture	
Training Needed	SWAT Academy, Certified Breaching Course, SWAT In-Service Training


5.0 CHEMICAL AGENTS, PEPPER SPRAY, OLEORESIN FILLED PROJECTILES, SPECIALTY LESS LETHAL MUNITIONS, LISGHT/SOUND DIVERSIONARY DEVICE, AMMUNITION

Spede Heat CS Gas Grenade	
Description	Defense Technology, Speed-Heat Continuous Discharge Grenade, CS
Quantity	109

Capability	Can be hand thrown, deployed via robot, launched, placed into a Gas Ram, Burn Safe and Munitions Pole
Life Span	5-year manufacturer warranty
Manufacturer's Description	The Spede-Heat CS Grenade is a high-volume continuous burn device. It expels its payload in approximately 30-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom. This launchable grenade is 6.12 inches by 2.62 inches and holds approximately 81.2g of CS chemical agent.
Purpose	To safely resolve critical situations such as violent civil unrest and high- risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$25.00 per unit Re-Occurring Costs: N/A Maintenance Costs: Consumable item replace as needed Year Obtained: 2020 How was it Bought: General funds
Item Picture	
Training Needed	SWAT Academy; Chemical Agents Instructor's Course


Han-Ball CS Grenade	
Description	Defense Technology, Han-Ball Grenade, CS
Quantity	5
Capability	Can be hand thrown, deployed via robot, launched, placed into a GasRam, Burn Safe and Munitions Pole
Life Span	5-year manufacturer warranty
Manufacturer's Description	The Han-Ball CS Grenade is an outdoor use grenade expelling its payload in approximately 15-20 seconds. The rubber ball round has an overall size of 4.8 in. tall, including the fuse head, and 3.1 in. diameter. This launchable grenade holds approximately 45.5g of CS chemical agent, which is expelled through three ports around the equator of the ball.
Purpose	To safely resolve critical situations such as violent civil unrest and high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$34.50 cost per unit Re-Occurring Costs: N/A Maintenance Costs: consumable item replace as needed

	Year Obtained: 2020 How was it Bought: General funds
Item Picture	
Training Needed	Swat Academy, Certified Chemical Agents Instructor's Course


5230B CS Baffled Canister Grenade	
Description	CTS, 5230B – CS Baffled canister Grenade, Pyro, Low Flame Potential
Quantity	10
Capability	Can be hand thrown, deployed via robot, launched, placed into a Gas Ram, Burn Safe and Munitions Pole
Life Span	5-year manufacturer warranty
Manufacturer's Description	The 5230B pyrotechnic grenade is designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire.
Purpose	To safely resolve critical situations such as violent civil unrest and high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$37.00 per unit Re-Occurring Costs: N/A Maintenance Costs: consumable item replace as needed Year Obtained: 2020 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy; Chemical Agent Instructor Course


40mm CS Ferret Liquid Rounds	
Description	Defense Technology, Ferret 40mm <i>Liquid</i> Barricade Penetrator Round, CS
Quantity	8
Capability	Can be launched via a 40mm launcher.

25


Life Span	5-year manufacturer warranty
Manufacturer's Description	<p>The Ferret 40mm Round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle.</p> <p>In a tactical deployment situation, the 40mm Ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.</p>
Purpose	To safely resolve critical situations such as violent civil unrest and high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	<p>Initial Cost: \$23.00 per unit Re-Occurring Costs: N/A Maintenance Costs: consumable item replace as needed Year Obtained: 2020 How was it Bought: General funds</p>
Item Picture	
Training Needed	Basic SWAT Academy; Chemical Agent Instructor's Course

Flameless Tri-Chamber CS Grenade	
Description	Defense Technology, Flameless Tri-Chamber CS Grenade
Quantity	101
Capability	Internal Burn Safe (flameless); Indoor/ Attic Use
Life Span	5-year manufacturer warranty
Manufacturer's Description	The design of the Tri-Chamber Flameless CS Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject.
Purpose	To safely resolve critical situations such as violent civil unrest and high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	<p>Initial Cost: \$47.00 per unit Re-Occurring Costs: N/A</p>


	Maintenance Costs: consumable item replace as needed Year Obtained: 2020 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy and Chemical Agent Instructor Course


OC Aerosol Grenade Fogger	
Description	Defense Technology, OC Aerosol Grenade 1.3% Fogger, 1 oz. / 6 oz.
Quantity	2
Capability	Can be hand thrown or hand held
Life Span	5-year manufacturer warranty
Manufacturer's Description	The 1 oz. / 6 oz. OC Aerosol Grenade will deliver its payload of 1/3% MC% OC in 15-20 seconds. This is an anatomized mist which enhances the pungent 1.3% OC formulation. Ideal for area denial areas like attics, garages, etc. This device has minimum clean up. The canister may also be handheld to direct the spray pattern. This product is designed to provide room clearing ability with minimum clear up requirements.
Purpose	To safely resolve critical situations such as violent civil unrest and high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$17.00 per unit Re-Occurring Costs: N/A Maintenance Costs: consumable item replace as needed Year Obtained: 2020 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy and In-Service Training

OC Vapor Aerosol Grenade


Description	Defense Technology, OC Vapor Aerosol Grenade
Quantity	5
Capability	Can be hand thrown and deployed in a Munitions Pole
Life Span	5-year manufacturer warranty
Manufacturer's Description	The Defense Technology OC Vapor Aerosol Grenade is for law enforcement and corrections use to deliver a high concentration of Oleoresin Capsicum (OC) in a powerful mist. The grenade is designed for indoor use in confined areas and once deployed, inflames the mucous membranes and exposed skin resulting in an intense burning sensation. The incapacitating effect of the OC Vapor on the subject is dramatic yet requires minimal decontamination. Removing the subject from the affected area to fresh air will resolve respiratory effects within minutes. The OC Vapor Aerosol Grenade is ideal for cell extractions or barricade situations where the use of pyrotechnic, powder or liquid devices is not practical or desired.
Purpose	To safely resolve critical situations such as violent civil unrest and high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$43.00 per unit Re-Occurring Costs: N/A Maintenance Costs: consumable item replace as needed Year Obtained: 2020 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy and Chemical Agent Instructor's Course

Pepperballs	
Description	PepperBall LIVE-X
Quantity	460
Capability	Deployed via a Pepperball launcher.
Life Span	5-year manufacturer warranty
Manufacturer's Description	PepperBall: Our most potent and powerful concentration of PAVA pepper powder. Once round of LIVE-X contains the equivalent PAVA irritant chemical agent in 10 regular PepperBall LIVE rounds.
Purpose	To safely resolve critical situations such as violent civil unrest or high-risk tactical operations.


Authorized Usage	Trained NCPD Members
Costs	Initial Cost: \$1,119.00 per container (375 count) Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2000-2021 How was it Bought: General fund
Item Picture	
Training Needed	In-Service Training; Annual Department Qualifications


Pepperball Glass Breaker	
Description	Pepperball Glass Breaker Projectile, .68 caliber
Quantity	100
Capability	This is a hard projectile which is used to break windows of vehicles and residences.
Life Span	3 years
Manufacturer's Desc	Glass Breaker Used to break side glass of vehicles and residential glass windows. Product Features: <ul style="list-style-type: none"> • Ultrasonically welded • Shell color indicates payload • Not to be used on humans or animals • 100% waterproof • Operational in all temperatures • Non-flammable • Available in 10, 100 • Made in the USA
Purpose	This is a hard projectile which is used to break windows of vehicles and residences.
Costs	Initial Cost: \$290 per container of 100 rounds Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2000-2021 How was it bought: General funds
Item Picture	


Training Needed	In-Service Training; Annual Department Qualifications
-----------------	---

Sting-Ball Grenades	
Description	CTS, Model #9590 Sting-Ball Multi-Effect Grenades
Quantity	4
Capability	Primarily used for crowd control in indoor and outdoor situations.
Life Span	5-year manufacturer warranty.
Manufacturer's Description	Multi-effect grenades with a loud blast, bright flash and dispersion of stinging .31 caliber pellets. Can also be configured to dispense an instantaneous cloud of irritant powder.
Purpose	To safely resolve critical situations such as violent civil unrest or high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$46.00 per unit Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2015-2021 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy


Low Roll II Distraction Device	
Description	Defense Technology, Low Roll II, 11- Gram Non Reloadable Distraction Device
Quantity	14
Capability	This intermediate less lethal specialty munition allows for sound diversion during tactical operations which allows for tactical advantage during high-risk situations.
Life Span	5-year manufacturer warranty
Manufacturer's Description	The 11-Gram Low Roll II® Non-Reloadable Distraction Device, High Humidity utilizes an M201A1 type fuse with Hex design steel body. This compact version of the 8933 Low Roll Distraction Device body is the newest version of the first reusable non-bursting canisters that limits movement and rolling once deployed
Purpose	To safely resolve critical situations during high-risk tactical operations.


Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$50.00 per unit Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2015-2021 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy

CS Triple-Chaser	
Description	Defense Technology, Triple-Chaser, Separating Canister CS
Quantity	50
Capability	This grenade can be hand thrown or launched from a delivery system.
Life Span	5-year manufacturer warranty
Manufacturer's Description	The Triple-Chaser consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time. This grenade can be hand thrown or launched from a fired delivery system. The grenade is 6.5 in. by 2.7 in. and holds an approximately 3.2 oz. of active agent payload. It has approximate burn time of 20-30 seconds.
Purpose	To safely resolve critical situations such as violent civil unrest or high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$50.00 per unit Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2015-2021 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy; Chemical Agents Instructor's Course


40mm Foam Baton Round	
Description	Defense Technology, Multiple Foam Baton Round
Quantity	98
Capability	Can be launched via a 40mm launcher.
Life Span	5-year manufacturer warranty
Manufacturer's Description	The 40 mm Multiple Foam Baton Round is most widely used as a crowd management tool where stand-off distances are limited. It may also prove valuable in riot situations where police lines and protestors are in close proximity. The round contains three foam projectiles. It utilizes smokeless powder and has more consistent velocities and tighter patterns compared to its 37 mm counterpart. The foam projectile allows for closer deployment, while minimizing injury.
Purpose	To safely resolve critical situations during high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$30.00 per unit Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2021 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy

40mm Sponge Baton Rounds	
Description	CTS, 40mm Sponge, Smokeless Spin Stabilized, 4" Long
Quantity	3
Capability	Can be launched via a 40mm launcher.
Life Span	5-year manufacturer warranty.
Manufacturer's Description	The Model 4557 Sponge Baton is a spin-stabilized projectile delivering blunt trauma effect. Although it is extremely accurate and consistent, accuracy is dependent on the launcher, using open sights vs. an improved sight, environmental conditions, and the operator. Effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.
Purpose	To safely resolve critical situations such as crowd control during riots
Authorized Usage	NCPD SWAT Team


Costs	Initial Cost: \$36.00 per unit Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2018-2021 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy

HC Smoke Canister	
Description	Defense Technology, Maximum HC Smoke Military-Style Canister
Quantity	5
Capability	Can be hand thrown, deployed via robot, launched, or placed into aMunitions Pole
Life Span	5-year manufacturer warranty.
Manufacturer's Description	The Military-Style Maximum Smoke Grenade comes from the Defense Technology #3 smoke grenade. It is a slow burning, high volume, continuous discharge grenade designed for outdoor use in crowd management situations. Emits grey-white smoke only for approximately 1.5 to 2 minutes.
Purpose	To safely resolve critical situations such as violent civil unrest and high-risk tactical operations.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$25.00 per unit Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2015-2021 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy

40mm Exact Impact Sponge Rounds	
Description	Defense Technology, Exact Impact 40mm Standard Range Sponge Round
Quantity	12


Capability	This intermediate less lethal specialty munition allows for direct impact from a minimum range of 5ft./1.5m out to a maximum effective range 131ft / 40m.
Life Span	5-year manufacturer warranty
Manufacturer's Description	The Exact Impact 40mm sponge round is a point-of-aim, point-of- impact direct-fire round. This lightweight, high-speed projectile consisting of a plastic body and sponge nose that is spin stabilized via the incorporated rifling collar and the 40mm launcher's rifled barrel. The round utilizes smokeless powder as the propellant, and, therefore, have velocities that are extremely consistent. Used for crowd control, patrol, and tactical applications.
Purpose	To safely resolve critical situations such as crowd control during riotous situations and high-risk tactical operations. These are necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety/will safeguard the public's welfare, safety, civil rights, and civil liberties.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$20.00 per unit Re-Occurring Costs: consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2015-2021 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy; In-Service Training


12 Gauge Less Lethal Munitions	
Description	Safariland 12 Gauge Drag Stabilized Round
Quantity	321 Rounds
Capability	This intermediate less lethal specialty munition allows for direct impact from a minimum range of 20ft. out to a maximum effective range of 75ft.
Life Span	5-year manufacturer warranty
Manufacturer's Description	The 12-Gauge Drag Stabilized Round is comprised of a translucent 12-Gauge shell loaded with a 40 gram, tear shaped bag made from a cotton and ballistic material blend and filled with #9 shot. This design utilizes four (4) stabilizing tails.

Purpose	To safely resolve critical situations such as crowd control during riotous situations and high-risk tactical operations. These are necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety/will safeguard the public's welfare, safety, civil rights, and civil liberties.
Costs	Initial Cost: \$4.75 per box of 5 rounds Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2021 How was it bought: General Funds
Item Picture	
Training Needed	In-Service Training


12 Gauge Rifled Slug	
Description	12 Gauge Hollow Point Rifled Slug
Quantity	950 Rounds
Capability	Gauge 12 Gauge Bullet Weight 438 Bullet Style Rifled Hollow Point Slug Muzzle Velocity 1610 Type Lead Shot Charge Oz 1 Shot shell Length 2-3/4in. / 70mm Ballistic Coefficient .110 Package Quantity 5
Life Span	N/A
Manufacturer's Description	<ul style="list-style-type: none"> • 12 Gauge • 1,610 Feet per second • 438 Grain rifled hollow point slug • 5 Rounds per box • 2-3/4 Inch shot shell
Purpose	To safely resolve critical situations and conduct high-risk tactical operations while using high quality accurate and reliable ammunition.
Costs	Initial Cost: \$7.99 per box of 5 rounds Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A

35


	Year Obtained: Unknown How was it bought: General funds
Item Picture	
Training Needed	San Diego Regional Law Enforcement Academy

12 Gauge Low Recoil Rifled Slug	
Description	Federal Premium 12ga Truball Low Recoil Rifled Slug HP
Quantity	160 Rounds
Capability	Gauge 12 Gauge Muzzle Velocity 1600 Bullet Style TruBall Hollow Point Slug Bullet Weight 438 Type Lead Shot Charge Oz 1 Shotshell Length 2-3/4in. / 70mm Ballistic Coefficient .063 Package Quantity 5
Life Span	N/A
Manufacturer's Desc	The Federal Premium TruBall is the most consistent smoothbore slug on the market, capable of groups as tight as 1.4 inch at 50 yards. The TruBall system locks the components together, centering and pushing the rifled slug out of the barrel
Purpose	To safely resolve critical situations and conduct high-risk tactical operations while using high quality accurate and reliable ammunition.
Costs	Initial Costs: \$7.99 per box of 5 rounds Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2021 How was it bought: General funds
Item Picture	
Training Needed	San Diego Regional Law Enforcement Academy


36

.223 Rifle Ammunition	
Description	Federal Ammunition American Eagle
Quantity	27,440 Rounds
Capability	Caliber 223 Rem Bullet Weight 55 Bullet Style Full Metal Jacket Boat-Tail Muzzle Velocity 3240 Ballistic Coefficient .269 Bullet Length In 0.735in. / 18.66mm Usage Target Shooting
Life Span	N/A
Manufacturer's Desc	American Eagle rifle ammunition offers consistent, accurate performance at a price that's perfect for high-volume shooting. The loads feature quality bullets, reloadable brass cases and dependable primers. <ul style="list-style-type: none"> • Ideal for target practice • Accurate and reliable Consistent primers and brass
Purpose	Maintaining Perishable Marksmanship Skills
Costs	Initial Cost: \$205.64 per case of 500 rounds Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2021 How was it bought: General funds
Item Picture	
Training Needed	In-Service Training

.223 Rifle Ammunition	
Description	Speer LE Gold Dot Duty Ammunition
Quantity	15,000 rounds
Capability	<ul style="list-style-type: none"> • Speer Ammunition • LE Duty Gold Dot • Caliber: .223 Remington • Bullet weight 62 grain • Bullet Style: Gold Dot Soft Point • Casing: Nickel Plated Brass • Muzzle Velocity: 3000 FPS • Quantity: 20 rounds per box


Life Span	N/A
Manufacturer's Description	<p>Speer LE .223 REM 62 Grain Gold Dot Duty Rifle Ammunition is designed to deliver the high performance today's law enforcement officer's demand. Each Gold Dot bonded-core bullet is individually engineered to provide shot-to-shot uniformity and ensure optimum performance when fired through a variety of barriers. The process of joining the jacket and core one molecule at a time eliminates the potential for the leading cause of bullet failure—jacket/core separation. It also ensures impressive weight retention through barriers as tough as auto-glass. Exact tolerances and unprecedented bullet uniformity of jacket thickness give Gold Dot rifle loads outstanding accuracy. In addition, these loads feature flash suppressed propellants and a muzzle velocity of up to 3000 fps.</p>
Purpose	To safely resolve critical situations and conduct high-risk tactical operations while using high quality accurate and reliable ammunition.
Costs	<p>Initial Cost: \$699.99 per case of 500 rounds Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2022 How was it bought: General funds</p>
Item Picture	
Training Needed	In-Service Training

.308 Rifle Ammunition	
Description	.308 caliber ammunition
Quantity	2000 rounds
Capability	<ul style="list-style-type: none"> • Caliber: 308 Win • Bullet Weight: 168 • Bullet Style: Sierra Match king Boat-Tail Hollow Point • Muzzle Velocity: 2650 • Ballistic Coefficient: 0.462 • Package Quantity: 20 • Use: Target Shooting
Life Span	N/A
Manufacturer's Description	<p>Long range isn't just a distance. It's a state of mind. A dedication to push further. And it's why Federal Premium builds Gold Medal rifle loads. The exclusive primer design</p>


	<p>provides the best sensitivity and most consistent ballistics in the industry. The precision-built Sierra MatchKing bullet is shot to win more matches than any other rifle bullet. It's the only choice for the world's most elite shooters.</p> <ul style="list-style-type: none"> • Boat-tail hollow-point bullet provides the extra margin of ballistic performance match shooters need • Uniform match jacket ensures consistent, long-range accuracy • Federal brass • Specially formulated propellant • Benchrest-quality Gold Medal prime
Purpose	Long range precision rifle fire
Costs	<p>Initial Cost: \$439.00 per case of 500 rounds Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2021 How was it bought: General funds</p>
Item Picture	
Training Needed	Basic SWAT Sniper Academy; In-Service Training

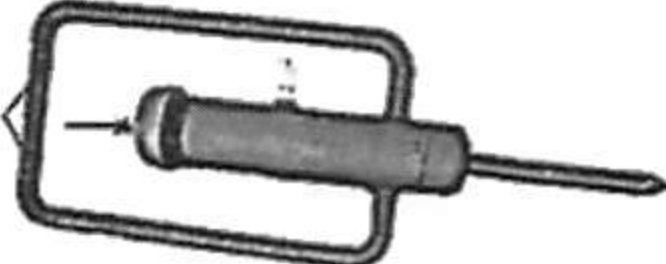
7.0 40 MM LAUNCHERS, LESS LETHAL BEAN BAG SHOTGUNS, GAS DELIVERY SYSTEMS

40mm Single Launcher	
Description	Defense Technology, 40MM LMT Tactical Single Launcher, Expandable Stock
Quantity	4
Capability	<ul style="list-style-type: none"> • Deploying 40mm less lethal impact projectiles • Deploying 40mm chemical agent (CS) barricade penetrating


	(DefTech 2262) rounds
Life Span	N/A
Manufacturer's Description	Manufactured exclusively for Defense Technology, the 40LMTS is a tactical single shot launcher that features an expandable ROGERS Super Stoc and an adjustable Integrated Front Grip (IFG) with light rail. The ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two point sling attachment. The 40LMTS will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/sighting systems.
Purpose	<ul style="list-style-type: none"> • Deploying 40mm less lethal impact projectiles • Deploying 40mm chemical agent (CS) barricade penetrating (DefTech 2262) rounds
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$1,200.00 per unit Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost Year Obtained: 2021 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy; In-Service Training

40mm Multi launcher	
Description	Penn Arms 40mm Pump Multi Launcher (PGL 65-40)
Quantity	2
Capability	<ul style="list-style-type: none"> • Deploying 40mm less lethal impact projectiles • Deploying 40mm chemical agent (CS) barricade penetrating (DefTech 2262) rounds
Life Span	N/A
Manufacturer's Description	A 40mm pump-action advance magazine drum launcher with a fixed stock and combo rail. It has a six-shot capacity and rifled barrel. Previously labeled the PGL-65, the features include: Double-action trigger, trigger lock push button and hammer lock safeties. See specification sheet for more details.
Purpose	<ul style="list-style-type: none"> • Deploying 40mm less lethal impact projectiles • Deploying 40mm chemical agent (CS) barricade penetrating (DefTech 2262) rounds
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$2,800.00 per unit Re-Occurring Costs: N/A


	Maintenance Costs: \$100.00 estimated annual cost Year Obtained: 2005 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy; In-Service Training


Gas Ram – Custom Metal Concepts	
Description	Gas Ram, Tactical Non-Lethal Chemical Agent Delivery System
Quantity	1
Capability	The Gas Ram is a delivery system for chemical agents that can be self-deployed into a location.
Life Span	N/A
Manufacturer's Description	The Gas Ram is a multi-use tool that can be utilized for forced entry as a door ram or be deployed as a pyro technic non-lethal chemical agent delivery system.
Purpose	A metal device resembling a hand held pointed battering ram that can be loaded with a chemical agent canister. The Gas Ram can be used to introduce chemical agents into a location by piercing the wall, door, or roof of a structure.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$1,200.00 per unit Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost Year Obtained: 2010 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy


Burn Safe – Custom Metal Concepts	
Description	Chemical Agent Burn Safe
Quantity	1
Capability	The Burn Safe is a delivery system for chemical agents that can be self-deployed into a location.
Life Span	NA

Manufacturer's Description	The Burn Safe is a double-wall container constructed of aluminum that is designed to contain the flames inside the inner chamber thereby reducing the probability of starting a fire.
Purpose	A metal cylindrical container designed to contain a pyrotechnic chemical agent canister and reduce fire hazard upon deployment into a structure.
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$850.00 per unit Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost Year Obtained: 2010 How was it Bought: General funds
Item Picture	
Training Needed	Basic SWAT Academy

Benelli Shotgun	
Description	Benelli M1 Super 90 Semi- Automatic 12 Gauge Shotgun
Quantity	1
Capability	Deploys 12 gauge shotgun munitions and can be used as a breaching tool.
Life Span	20+
Manufacturer's Description	The Benelli rotating bolt system, a rugged and simple inertia recoil design that functions reliably with all types of 3 inch and 2-3/4 inch loads. A special drop adjustment kit allows the stock to be custom-fitted to any shooter.
Purpose	Deploying 12 gauge less lethal munitions Used for disabling cameras and/or lights during tactical operations Used for breaching windows
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$1,500.00 per unit Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost Year Obtained: Unknown How was it Bought: General funds


Item Picture	
Training Needed	In-Service Less Lethal Course And Annual Training.

Shotguns	
Description	Remington Pump Action , 12 gauge action, with black colored butt stock and forend
Quantity	27
Capability	Deploying various 12 gauge munitions to include less lethal
Life Span	20+
Manufacturer's Description	The 14" barrel has a fixed cylinder choke for optimum performance with buckshot and slugs at close range. A myriad of aftermarket Remington 870 accessories enables owners to customize the 870 Express for specific purposes. 870 Remington is a receiver milled from a solid billet of steel for maximum strength, and twin action bars that prevent binding and twisting while cycling the action
Purpose	Deploying various 12 gauge munitions to include less lethal
Costs	Initial Cost \$1,200.00 per unit Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost Year Obtained: 1993 How was it bought: General funds
Item Picture	
Training Needed	Department Less Lethal Course; Annual In-Service qualifications


Shotguns	
Description	Remington Pump Action, 12 gauge action, with orange colored butt stock and forend.
Quantity	7
Capability	Deploying 12 gauge less lethal flexible
Life Span	Unknown
Manufacturer's Description	The 14" barrel has a fixed cylinder choke for optimum performance with buckshot and slugs at close range. A myriad of aftermarket Remington 870 accessories enables owners to customize the 870 Express for specific purposes. 870 Remington is a receiver milled from a solid billet of steel for maximum strength, and twin action bars that prevent binding and twisting while cycling the action.
Purpose	<ul style="list-style-type: none"> • Deploying 12 gauge less lethal flexible baton (Safariland/Defense Technology 12 gauge Stabilized Round Part# 3027) as impact munitions • Used for disabling cameras and/or lights during tactical operations • Used for breaching windows
Costs	Initial Cost \$1,300.00 per unit Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost Year Obtained: 1993 How was it bought: General funds
Item Picture	
Training Needed	Department Less Lethal Course; Annual In-Service Qualifications

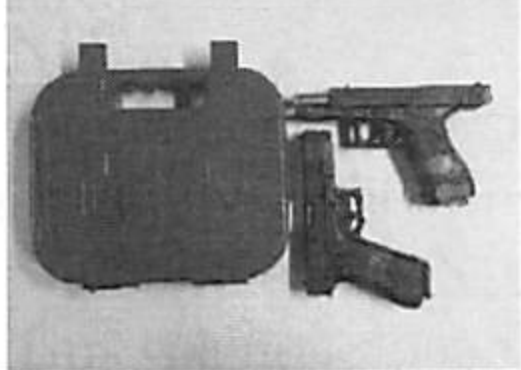
SIMUNITIONS AND MISCELANEOUS EQUIPMENT

UTM Blue Bolts With Magazines	
Description	Ultimate Training Munitions (UTM), M16/M4 Rifle Bolt Carrier Assembly (Blue Bolt) and Magazines
Quantity	18
Capability	The UTM Blue Bolts and Magazines allow officers to conduct realistic training without the use of real ammunition.
Life Span	N/A
Manufacturer's Description	All UTM 5.56mm rifle conversions employ a Fail-Safe measure where the firing pin is offset from center. Not only is the firing pin strike outside the strike area of a "Live" cartridge center fire primer, it does not strike the


	primer at all, hence the weapon fails to fire the host weapons "Live" caliber ammunition. This applies to all UTM rifle conversions.
Purpose	This is a non-operational bolt carrier group. This bolt carrier group is used for training purposes only.
Authorized Usage	NCPD Members under the supervision of a qualified Range Safety Officer.
Costs	Initial Cost: \$12,000.00 Re-Occurring Costs: N/A Maintenance Costs: N/A Year Obtained: 2020 How was it Bought: General funds
Item Picture	
Training Needed	In-Service Training.


UTM 5.56mm Rounds	
Description	Ultimate Training Munitions (UTM) 5.56mm Man Marker Rounds (blue)
Quantity	9,500
Capability	The UTM 5.56mm Man Marker Rounds allow officers to conduct realistic training without the use of real ammunition.
Life Span	N/A
Manufacturer's Description	Accurate and reliable marking projectile for Force-on-Force or Force-on-Target training. Adds realism and stress to training by providing a threat of consequence with physical and visual stimulus. Use of Force/ROE, Tactics, Skill Building, Scenarios, Movement Drills and other Interactive Training. Use as a safe prelude or alternative to 'Live-Fire' target or CQB training. Accuracy and reliability allows for multiple firearms, CQB, and marksmanship applications (360° firing, movement drills, weapon transitions).
Purpose	This is a non-operational munition. This munition is used for training purposes only.
Authorized Usage	NCPD Members under the supervision of a qualified Range Safety Officer.
Costs	Initial Cost: \$10,000.00 Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: 2020 How was it Bought: General funds


Item Picture	
Training Needed	In-Service Training.

SIMS Glock 17 Pistols	
Description	Glock 17 9mm Pistol, Equipped with SIMS Conversion Kit
Quantity	2
Capability	The SIM Glock Pistol allows officers to conduct realistic training without the use of real ammunition.
Life Span	N/A
Manufacturer's Description	Simunition conversion kit, which is a conversion bolt, bolt carrier assembly, safety ring, inserted to allow the Glock 17 to fire Simunitions safely from the users own service weapon.
Purpose	This is a non-operational firearm. This firearm is used for training purposes only.
Authorized Usage	NCPD Members under the supervision of a qualified Range Safety Officer.
Costs	Initial Cost: \$250.00 per unit Re-Occurring Costs: N/A Maintenance Costs: N/A Year Obtained: Unknown How was it Bought: General funds
Item Picture	
Training Needed	Range Safety Officer Course or In-Service Training.


9mm Marking Cartridges	
Description	General Dynamics 9mm FX Marking Cartridges
Quantity	2500
Capability	The 9mm Marking Cartridges allow officers to conduct realistic training without the use of real ammunition.
Life Span	N/A
Manufacturer's Description	The FX® Marking Cartridges are at the core of the Simunition FX® Training System known as “the world’s most realistic close-range


	combat training system". The patented, reduced-energy, non-lethal cartridges leave a detergent-based, water-soluble color-marking compound. The visible impacts allow accurate assessment of simulated lethality. The cartridges are available in various calibers and feature tactical accuracy up to 25 feet (7.6 meters). No special ballistic facilities are required. They meet the need for a force-on-force and man-to-man training system that is realistic, effective, inexpensive, adaptable and fully portable.
Purpose	This is a non-operational munition. This munition is used for training purposes only.
Authorized Usage	NCPD Members under the supervision of a qualified Range Safety Officer.
Costs	Initial Cost: \$40.00 per unit (50 rounds per box) Re-Occurring Costs: Consumable item replace as needed Maintenance Costs: N/A Year Obtained: Unknown How was it Bought: General funds
Item Picture	
Training Needed	In-Service Training.

Forward Looking Infrared	
Description	FLIR LS Series
Quantity	1
Capability	Thermal image quality in the darkness or through smoke, haze, fog, rain
Life Span	N/A
Manufacturer's Description	The FLIR LS Series is a compact thermal monocular designed specifically for law enforcement.
Purpose	Thermal image quality in the darkness or through smoke, haze, fog, rain
Costs	Initial Cost: \$2599 Re-Occurring Costs: N/A Maintenance Costs: N/A Year Obtained: Unknown How was it bought: General Funds
Item Picture	
Training Needed	In-Service Training

Forward Looking Infrared Camera	
Description	Avon/Argus Thermal Imaging Camera TT 320B
Quantity	1
Capability	Infrared cameras help you find potential problems fast, and document your findings for follow up and reporting. A great tool for electrical and industrial maintenance, process monitoring, tank levels, steam traps, utility inspections, and building maintenance.
Life Span	Discontinued
Manufacturer's Description	The Argus [®] TT-Type thermal imaging camera is specially designed to help police, security and law enforcement officers detect the heat signatures of people and objects.
Purpose	Thermal image quality in the darkness or through smoke, haze, fog, rain
Costs	Initial Cost: \$5,810.00 Re-Occurring Costs: N/A Maintenance Costs: N/A Year Obtained: Unknown How was it bought: General funds
Item Picture	
Training Needed	In-Service Training

Night Vision Monocle	
Description	L3 WARRIOR SYSTEMS M914A PVS-14 White Phosphor Monocular
Quantity	15
Capability	Current generation L3 Harris tube, White Phosphor, Low-battery indicator in eyepiece, Variable gain control, Autogated power supply for improved resolution under highlighted settings
Life Span	N/A
Manufacturer's Description	The L3Harris M914A monocular is based upon the military nomenclature AN/PVS-14. This monocular is now available with improved white phosphor tube technology for greater target detection and recognition. Low-light and nighttime maneuvers appear more natural in black and white, with added contrast detail in shapes and shadows, providing the operator with more visual information for assessment and acquisition.

Purpose	For low-light and night time maneuvers
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$5,800.00 Re-Occurring Costs: N/A Maintenance Costs: N/A Year Obtained: Unknown How was it bought: Grant funds; UASI
Item Picture	
Training Needed	

Dual Beam Aiming Laser	
Description	Steiner-Optical dual beam aiming laser DBAL AIII.
Quantity	15
Capability	Dual beam laser for target acquisition
Life Span	N/A
Manufacturer's Description	Available for the commercial market, the first eye-safe IR laser pointer, IR illuminator and green laser pointer in a single compact unit. Features an adjustable IR illuminator for better illumination at longer ranges, dual activation switches and high/low power modes.
Purpose	To be utilized in conjunction with night vision equipment
Authorized Usage	NCPD SWAT Team
Costs	Initial Cost: \$1,200.00 per unit Re-Occurring Costs: N/A Maintenance Costs: \$100.00 estimated annual cost Year Obtained: 2016 How was it bought: General funds
Item Picture	
Training Needed	In-Service Training

49



AB-481 Law enforcement and state agencies: military equipment: funding, acquisition, and use. (2021-2022)

SHARE THIS:



Date Published: 10/01/2021 09:00 PM

Assembly Bill No. 481

CHAPTER 406

An act to add Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, relating to military equipment.

[Approved by Governor September 30, 2021. Filed with Secretary of State September 30, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 481, Chiu. Law enforcement and state agencies: military equipment: funding, acquisition, and use.

Existing law designates the Department of General Services as the agency for the State of California responsible for distribution of federal surplus personal property, excepting food commodities, and requires the department to, among other things, do all things necessary to the execution of its powers and duties as the state agency for the distribution of federal surplus personal property, excepting food commodities, in accordance with specified federal law. Existing law, the Federal Surplus Property Acquisition Law of 1945, authorizes a local agency, as defined, to acquire surplus federal property without regard to any law which requires posting of notices or advertising for bids, inviting or receiving bids, or delivery of purchases before payment, or which prevents the local agency from bidding on federal surplus property. Existing federal law authorizes the Department of Defense to transfer surplus personal property, including arms and ammunition, to federal or state agencies for use in law enforcement activities, subject to specified conditions, at no cost to the acquiring agency.

This bill would require a law enforcement agency, defined to include specified entities, to obtain approval of the applicable governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined. The bill would also require similar approval for the continued use of military equipment acquired prior to January 1, 2022. The bill would allow the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. The bill would require the governing body to annually review the ordinance and to either disapprove a renewal of the authorization for a type, as defined, of military equipment or amend the military equipment use policy if it determines, based on an annual military equipment report prepared by the law enforcement agency, as provided, that the military equipment does not comply with the above-described standards for approval. The bill would specify these provisions do not preclude a county or local municipality from implementing additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

This bill would also require a state agency, as defined, to create a military equipment use policy before engaging in certain activities, publish the policy on the agency's internet website, and provide a copy of the policy to the Governor or the Governor's designee, as specified. The bill would also require a state agency that seeks to continue use of military equipment acquired prior to January 1, 2022, to create a military equipment use policy.

This bill would also include findings that the changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

By adding to the duties of local officials with respect to the funding, acquisition, and use of military equipment, this bill would impose a state-mandated local program.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares all of the following:

(a) The acquisition of military equipment and its deployment in our communities adversely impacts the public's safety and welfare, including increased risk of civilian deaths, significant risks to civil rights, civil liberties, and physical and psychological well-being, and incurrment of significant financial costs. Military equipment is more frequently deployed in low-income Black and Brown communities, meaning the risks and impacts of police militarization are experienced most acutely in marginalized communities.

(b) The public has a right to know about any funding, acquisition, or use of military equipment by state or local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment.

(c) Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

(d) Legally enforceable safeguards, including transparency, oversight, and accountability measures, must be in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

(e) The lack of a public forum to discuss the acquisition of military equipment jeopardizes the relationship police have with the community, which can be undermined when law enforcement is seen as an occupying force rather than a public safety service.

SEC. 2. Chapter 12.8 (commencing with Section 7070) is added to Division 7 of Title 1 of the Government Code, to read:

CHAPTER 12.8. Funding, Acquisition, and Use of Military Equipment

7070. For purposes of this chapter, the following definitions shall apply:

(a) "Governing body" means the elected body that oversees a law enforcement agency or, if there is no elected body that directly oversees the law enforcement agency, the appointed body that oversees a law enforcement agency. In the case of a law enforcement agency of a county, including a sheriff's department or a district attorney's office, "governing body" means the board of supervisors of the county.

(b) "Law enforcement agency" means any of the following:

(1) A police department, including the police department of a transit agency, school district, or any campus of the University of California, the California State University, or California Community Colleges.

(2) A sheriff's department.

(3) A district attorney's office.

(4) A county probation department.

(c) "Military equipment" means the following:

(1) Unmanned, remotely piloted, powered aerial or ground vehicles.

(2) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.

- (3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.
- (4) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
- (5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- (6) Weaponized aircraft, vessels, or vehicles of any kind.
- (7) Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.
- (8) Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.
- (9) Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.
- (10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.
- (11) Any firearm or firearm accessory that is designed to launch explosive projectiles.
- (12) "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.
- (13) Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).
- (14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.
- (15) Any other equipment as determined by a governing body or a state agency to require additional oversight.
- (16) Notwithstanding paragraphs (1) through (15), "military equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.
- (d) "Military equipment use policy" means a publicly released, written document governing the use of military equipment by a law enforcement agency or a state agency that addresses, at a minimum, all of the following:
- (1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.
 - (2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment.
 - (3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.
 - (4) The legal and procedural rules that govern each authorized use.
 - (5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.
 - (6) The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.
 - (7) For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.
- (e) "State agency" means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.
- (f) "Type" means each item that shares the same manufacturer model number.

7071. (a) (1) A law enforcement agency shall obtain approval of the governing body, by an ordinance adopting a military equipment use policy at a regular meeting of the governing body held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable, prior to engaging in any of the following:

- (A) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.**
- (B) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.**
- (C) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.**
- (D) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.**
- (E) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.**
- (F) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.**
- (G) Acquiring military equipment through any means not provided by this paragraph.**

(2) No later than May 1, 2022, a law enforcement agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall commence a governing body approval process in accordance with this section. If the governing body does not approve the continuing use of military equipment, including by adoption pursuant to this subdivision of a military equipment use policy submitted pursuant to subdivision (b), within 180 days of submission of the proposed military equipment use policy to the governing body, the law enforcement agency shall cease its use of the military equipment until it receives the approval of the governing body in accordance with this section.

(b) In seeking the approval of the governing body pursuant to subdivision (a), a law enforcement agency shall submit a proposed military equipment use policy to the governing body and make those documents available on the law enforcement agency's Internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

(c) The governing body shall consider a proposed military equipment use policy as an agenda item for an open session of a regular meeting and provide for public comment in accordance with the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(d) (1) The governing body shall only approve a military equipment use policy pursuant to this chapter if it determines all of the following:

- (A) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.**
- (B) The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.**
- (C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.**
- (D) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.**

(2) In order to facilitate public participation, any proposed or final military equipment use policy shall be made publicly available on the internet website of the relevant law enforcement agency for as long as the military equipment is available for use.

(e) (1) The governing body shall review any ordinance that it has adopted pursuant to this section approving the funding, acquisition, or use of military equipment at least annually and, subject to paragraph (2), vote on whether to renew the ordinance at a regular meeting held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(2) The governing body shall determine, based on the annual military equipment report submitted pursuant to Section 7072, whether each type of military equipment identified in that report has complied with the standards for approval set forth in subdivision (d). If the governing body determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval set forth in subdivision

(d), the governing body shall either disapprove a renewal of the authorization for that type of military equipment or require modifications to the military equipment use policy in a manner that will resolve the lack of compliance.

(f) Notwithstanding subdivisions (a) to (e), inclusive, if a city contracts with another entity for law enforcement services, the city shall have the authority to adopt a military equipment use policy based on local community needs.

7072. (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

- (1) A summary of how the military equipment was used and the purpose of its use.
- (2) A summary of any complaints or concerns received concerning the military equipment.
- (3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- (4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- (5) The quantity possessed for each type of military equipment.
- (6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

7073. (a) A state agency shall create a military equipment use policy prior to engaging in any of the following:

- (1) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.
- (2) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (3) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (4) Collaborating with a law enforcement agency or another state agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.
- (5) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.
- (6) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, or to apply to receive, acquire, use, or collaborate in the use of, military equipment.
- (7) Acquiring military equipment through any means not provided by this subdivision.

(b) No later than May 1, 2022, a state agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall create a military equipment use policy.

(c) A state agency that is required to create a military equipment use policy pursuant to this section shall do both of the following within 180 days of completing the policy:

- (1) Publish the military equipment use policy on the agency's internet website.
- (2) Provide a copy of the military equipment use policy to the Governor or the Governor's designee.

7074. The Legislature finds and declares that ensuring adequate oversight of the acquisition and use of military equipment is a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this chapter applies to all cities, including charter cities and shall supersede any inconsistent provisions in the charter of any city, county, or city and county.

7075. Nothing in this chapter shall preclude a county or local municipality from implementing additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

SEC. 3. The Legislature finds and declares that Section 1 of this act, which adds Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

Requiring local agencies to hold public meetings prior to the acquisition of military equipment further exposes that activity to public scrutiny and enhances public access to information concerning the conduct of the people's business.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district under this act would result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING NATIONAL CITY POLICE DEPARTMENT POLICY 706 “MILITARY EQUIPMENT” AND PROCEDURE 706 “MILITARY EQUIPMENT INVENTORY” FOR THE USE OF “MILITARY EQUIPMENT” AS MANDATED BY CALIFORNIA ASSEMBLY BILL 481

WHEREAS, California Assembly Bill 481 requires law enforcement agency to obtain approval of the applicable governing body, by adoption of a military equipment policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment; and

WHEREAS, Assembly Bill 481 allows the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards; and

WHEREAS, City staff recommends that the City Council approve the proposed National City Police Department Policy 706, titled “Military Equipment” and the proposed Procedure 706, title “Military Equipment Inventory” outlining the equipment officers from the can use in the course of their duties.

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

Section 1: Approves the National City Police Department Policy 706, titled “Military Equipment” and Procedure 706, title “Military Equipment Inventory” for the use of “Military Equipment” as mandated by California Assembly Bill 481.

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

PASSED and ADOPTED this 1st day of March, 2022

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Notice of Decision – Planning Commission approval of a Conditional Use Permit for the modification of an existing wireless communications facility located at 1215 Wilson Avenue. \(Applicant: T-Mobile\) \(Case File 2021-09 CUP\) \(Planning\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: | March 1, 2022 |

AGENDA ITEM NO. |

ITEM TITLE:

Notice of Decision – Planning Commission approval of a Conditional Use Permit for the modification of an existing wireless communications facility located at 1215 Wilson Avenue. (Applicant: T-Mobile) (Case File 2021-09 CUP)

PREPARED BY: Martin Reeder, AICP *MR*

DEPARTMENT: Community Development

PHONE: | 619-336-4313 |

APPROVED BY: 
Director of Community Development

EXPLANATION:

The project site is a single-story industrial building, in the Limited Commercial zone of the Westside Specific Plan area, which has two existing sectors of pole-mounted antennas on the southwest corner of the roof. The existing CUP was approved in 1995. No equipment screening proposed or required at that time. T-Mobile has applied for a Conditional Use Permit (CUP) to modify an existing approved wireless telecommunications facility and install associated equipment. Modifications include upgraded antennas, a new antenna sector, and screening of all existing and proposed antennas.

The Planning Commission conducted a public hearing on February 7, 2022. Commissioners asked questions regarding the site and the proposal. The Commission voted to recommend approval of the request based on the attached findings and recommended Conditions of Approval.

The attached Planning Commission staff report describes the proposal in detail.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Categorically Exempt pursuant to Class 3 Section 15303 (New Construction or Conversion of small structures)

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

BOARD / COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the Conditional Use Permit.
Ayes: DeLa Paz, Natividad, Roman, Sanchez, Sendt, Valenzuela, Yamane

ATTACHMENTS:

- | | |
|-------------------------------------|--------------------------------------|
| 1. Overhead | 4. Photo Simulations and Plans |
| 2. Planning Commission Staff Report | 5. PowerPoint slides from PC meeting |
| 3. Resolution No. 2022-02 | |

2021-09 CUP – 1215 Wilson Avenue – Overhead



ATTACHMENT 1



Item no. 7
February 7, 2022

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

PLANNING COMMISSION STAFF REPORT

Title: PUBLIC HEARING – CONDITIONAL USE PERMIT FOR THE MODIFICATION OF AN EXISTING WIRELESS COMMUNICATIONS FACILITY LOCATED AT 1215 WILSON AVENUE.

Case File No.: 2021-09 CUP

Location: Terminus of East 12th Street north of Civic Center Drive

Assessor's Parcel No.: 559-032-20 & 21

Staff report by: Martin Reeder, AICP – Principal Planner

Applicant: T-Mobile

Zoning designation: CL (Limited Commercial)

Adjacent land use/zoning:

- North: Industrial / CL
- East: Industrial with single-family residential beyond / CL and MCR-2 (MCR-2) respectively
- South: Vacant property / CL
- West: Interstate 5 freeway / OS (Open Space)

Environmental review: Categorically Exempt pursuant to Class 3 Section 15303 (New Construction or Conversion of small structures)

Staff recommendation: Approve

Staff Recommendation

Staff is recommending approval of the Conditional Use Permit (CUP) modification request. The proposal will increase the effectiveness of the facility and will add screening to make the facility less obtrusive, consistent with current screening requirements.

Executive Summary

T-Mobile has applied for a Conditional Use Permit (CUP) to modify an existing approved wireless telecommunications facility and install associated equipment. Modifications include upgraded antennas, a new antenna sector, and screening of all existing and proposed antennas.

Site Characteristics

The project site is a single-story industrial building in the CL zone, which is located at the periphery of the Westside Specific Plan area adjacent to the northbound on-ramp to Interstate 5 from Civic Center Drive. The building has two existing sectors of pole-mounted wireless antennas on the southwest corner of the roof. The antennas point approximately west and south. The equipment for the facility is located on the west side of the building. The existing CUP was approved in 1995. No equipment screening proposed or required at that time.

Proposal

The applicant is proposing to upgrade the existing antennas in the west and south sectors of the facility and install a new third sector on the northwest corner of the roof. The new sector will point directly north towards Interstate 5. Upgraded screening is proposed to shield the antennas from sight, as required by the Land Use Code. Screening is provided for both the existing and proposed antennas. While the existing antenna upgrades do not require discretionary approval, expansion of the facility (new sector) requires modification of the CUP. The new sector is designed to address an area of weak service in the T-Mobile network.

Analysis

The proposal is consistent with General Plan policy E-3.3 (Education and Public Participation) that aims to increase access to wireless internet connections, computers, and other forms of communication technology. The proposal is also consistent with the Land Use Code, because wireless communications facilities are a conditionally-allowed use in the CL zone and because the proposed screening brings the facility into conformance with current codes.

The Land Use Code requires that telecommunication facilities be sensitively designed to be compatible with, and minimize visual impacts to, surrounding areas. It also requires that telecommunication facilities and appurtenances be screened by existing or proposed landscaping, to the extent possible, without compromising reception and/or transmission.

The Land Use Code also requires telecommunication facilities to be located at least 75 feet from any habitable structure on a separate property. The proposed facility meets this requirement, as the closest habitable building is located approximately 100 feet away to the southeast.

The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA). Staff has determined that the proposed use is categorically exempt from environmental review pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures), for which a Notice of the Exemption will be filed subsequent to approval of this CUP. Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and, the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The proposed use would be consistent with this description as a new, small facility.

Conditions of Approval

No department comments were received for the proposal. However, conditions requiring building and fire code compliance are attached, as well as standard Conditions of Approval.

Required findings

The Municipal Code contains required findings for CUPs. There are six required findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a CUP and complies with all other applicable provisions of the Land Use Code.

The use is allowable within the CL zone pursuant to a CUP, and the proposed facility meets the required telecommunication facility design guidelines that include providing the minimum distance requirements from habitable space and screening the facility.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

General Plan Policy E-3.3 encourages access to wireless internet connections, computers, and other forms of communication technology: the proposed facility modifications provide added internet/cellular data as well as standard cellphone service capability. In addition, the proposed facility is a conditionally-permitted use in the CL zone.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity.

The facility is existing and is being modified to match the same locational and architectural components of the current facility design. The added screening will bring the facility into compliance with current codes.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

The site is suitable for the proposed telecommunication facility because the facility is existing and the modifications meet all development standards and distance requirements.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

The proposed facility is existing and the modified version will not be highly visible due to the added screening walls around the antennas.

6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act.

The proposed project has been reviewed in compliance with the CEQA. Staff has determined the proposed use to be categorically exempt from environmental review pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures), for which a Notice of Exemption will be filed subsequent to approval of this CUP.

The 1996 Telecommunications Act states that, “no State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions.” It should also be pointed out that if approved by a local jurisdiction, all wireless communications facilities must obtain all required state and federal permits in order to operate. A Condition of Approval is included requiring these permits.

Summary

The proposed project is consistent with the General Plan and Land Use Code in that it meets all applicable design requirements for wireless communication facilities. The project is considered ‘stealth’ in that it would screen the antennas from adjacent uses. The modifications to the facility will improve coverage in an area with limited service and provide additional reception for T-Mobile customers.

Options

1. Approve 2021-09 CUP subject to the attached conditions, and based on attached findings or other findings as determined by the Planning Commission; or
2. Deny Approve 2021-09 CUP based on findings as determined by the Planning Commission; or,
3. Continue the item for additional information

Attachments

1. Recommended Findings
2. Recommended Conditions
3. Overhead
4. Existing Wireless Facilities Map & List
5. Public Hearing Notice (Sent to 36 property owners and occupants)
6. Notice of Exemption
7. Photo simulations
8. Applicant's Plans (Exhibit A, Case File No. 2021-09 CUP, dated 1/25/2022)
9. Resolution



MARTIN REEDER, AICP
Principal Planner



ARMANDO VERGARA
Director of Community Development

RECOMMENDED FINDINGS FOR APPROVAL

2021-09 CUP – 1215 Wilson Avenue

1. That the proposed use is allowable within the applicable zoning district pursuant to a CUP and complies with all other applicable provisions of the Land Use Code, because the use is allowable within the CL zone pursuant to a CUP and the proposed facility meets the required telecommunication facility design guidelines that include providing the minimum distance requirements from habitable space and screening the facility.
2. That the proposed use is consistent with the General Plan and any applicable specific plan, because General Plan Policy E-3.3 encourages access to wireless internet connections, computers, and other forms of communication technology: the proposed facility modifications provide added internet/cellular data as well as standard cellphone service capability. In addition, the proposed facility is a conditionally-permitted use in the CL zone.
3. That the design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the facility is existing and is being modified to match the same locational and architectural components of the current facility design, plus add screening to bring the facility into compliance with current codes.
4. That the site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the facility is existing and the modifications meet all development standards and distance requirements of the Land Use Code.
5. That granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed facility is existing and the modified version will not be highly visible due to the added screening walls around the antennas.
6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act and has been determined to be categorically exempt from environmental review pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures), for which a Notice of Exemption will be filed subsequent to approval of this CUP.

RECOMMENDED CONDITIONS OF APPROVAL

2021-09 CUP – 1215 Wilson Avenue

General

1. This *Conditional Use Permit* authorizes the modification of an existing wireless communications facility at 1215 Wilson. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform with Exhibit A, Case File No. 2021-09 CUP, dated 1/25/2022. Any additional antennas or facilities must be in substantial conformance with the design for installation shown on these plans.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the City Manager or assign prior to recordation.
3. *Within four (4) days of approval*, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the *County Clerk* and submitted to the National City Planning Department.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in Section 18.12.040 of the Municipal Code.

Building

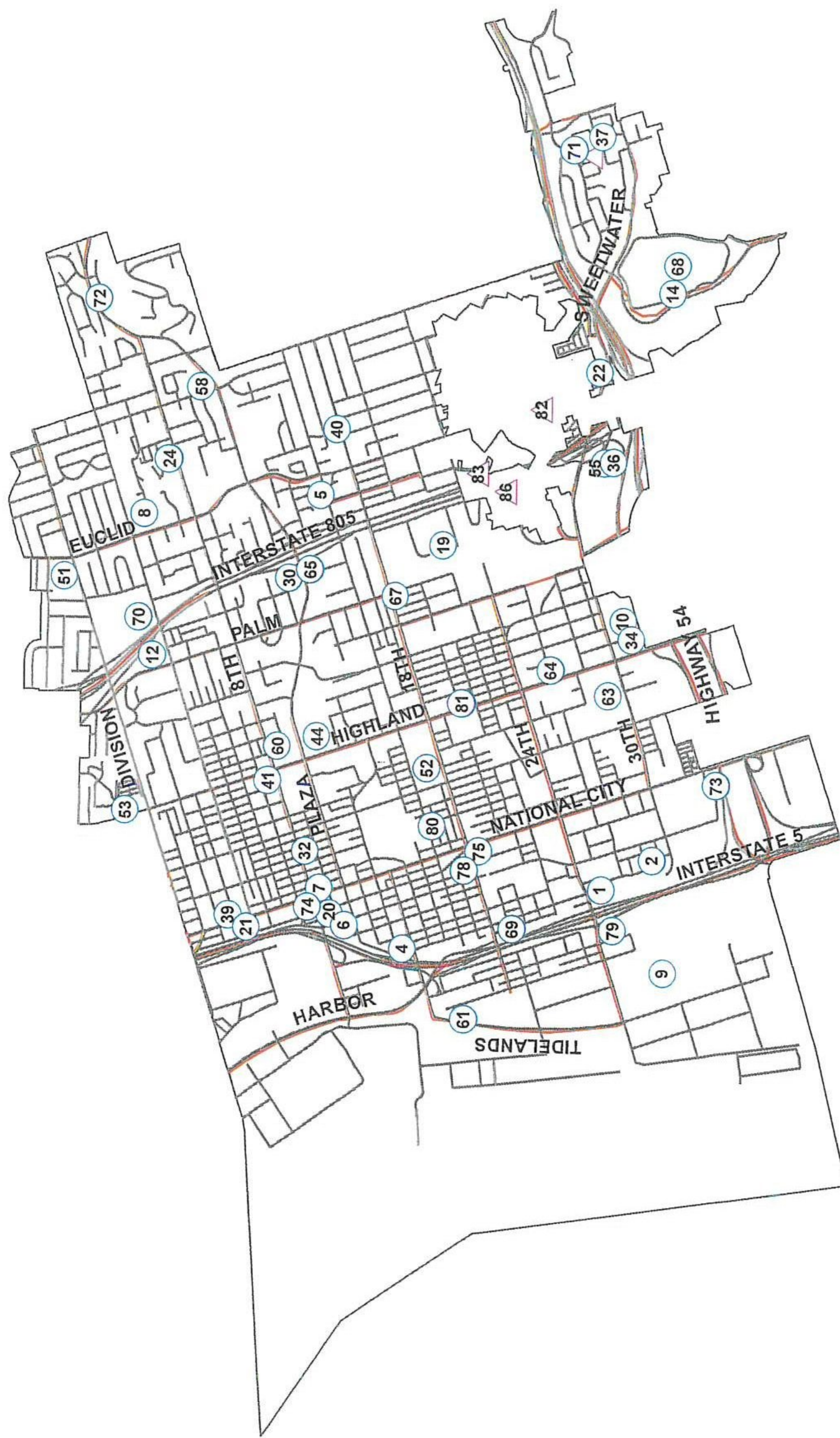
5. Plans submitted for demolition or construction improvements shall comply with the current editions of the California Building, Electrical, Plumbing, Mechanical, and Fire Codes.

Fire

6. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC), National Fire Protection Association (NFPA), and California Code of Regulations (CCR).
7. All required signage for telecommunications facilities, as specified by the CFC, if not already on site, shall be designed and installed.
8. The National City Fire Department shall be involved with all fire inspections for this site. Rough inspections are required for all phases of work.

Planning

9. All appropriate and required local, state and/or federal permits must be obtained and/or modified prior to operation of the wireless communications facility.
10. Screening walls shall be textured and painted to match the architectural style and color of the existing building. The reverse side of the screening walls and the antennas shall be painted a neutral color that blends with the roof color.
11. All ground-mounted equipment shall be painted to match the nearest building wall to where it is located. Other equipment must be screened from view. Any apparatus visible to the exterior of the facility, including cable chases/trays, shall be painted to match the surface on which it is mounted. Additional equipment boxes, generators, and/or protective devices shall be placed so that they are not within the required parking area.
12. The permittee shall not object to co-locating additional facilities of other communication companies and sharing the project site, provided such shared use does not result in substantial technical or quality-of-service impairment for the permitted use. In the event a dispute arises with regard to co-locating with other existing or potential users, the City may require a third party technical study at the expense of either or both the applicant and the complaining user. This condition in no way obligates the City to approve any co-location proposal if it is determined by the City not to be desirable in a specific case.
13. The applicant or operator shall be responsible for the removal and disposal of any antennas, equipment or facilities that are abandoned, decommissioned, or become obsolete within six (6) months of discontinuance.



- Wireless facilities in National City
- △ Wireless facilities in unincorporated area



Wireless Communication Facilities

National City Planning Department 2012

FACILITY	APN	LOCATION	PROVIDER	FILE NO
1	562-340-44	2434 Southport	Urban Comm Rad	CUP-1992-11
		Radio communication facility (microwave transmitter)- 80-foot tall tower and 8-foot in diameter dish antenna		
2	562 340 26	300 W 28th	AirTouch	CDC Reso 94-28
		75-foot monopole with three sector antennas and 450-sa foot equipment building.		
	562-340-26	300 W 28th	Nextel	CUP-2003-30
		12 antennae on existing communications tower and a 270 square foot equipment enclosure adjacent to existing equipment		
4	559-032-02	1215 Wilson	Pac Bell	CUP-1995-11
		Located on roof of existing building. PCS facility- six roof-mounted antennas and two ground-mounted equipment boxes.		
5	557-410-03	1645 E Plaza	Pac Bell	CUP-1995-13
		Located on roof of Quality Inn. PCS facility- six panel antennas and equipment cabinet.		
6	555-086-11	910 Hoover	AirTouch	CUP-1995-18
		Located on existing building. Cellular facility- three support structures with five panel antennas each, two dish antennas and equipment cabinet		
7	556-471-24	801 National City Blvd	AT&T	CUP-1996-2
		Located on roof of Red Lion Hotel. Paging facility- four whip antennas, one global positioning satellite antenna and equipment cabinet.		
	556-471-24	801 National City Blvd	Nextel	CUP-1994-8
		Located on roof of Red Lion Hotel. ESMR facility- three whip antennas and equipment cabinet.		
	556-471-24	801 National City Blvd	Pagenet	CUP-1996-12
		Located on roof of hotel. Paging facility- four antennas and equipment cabinet one floor down from roof.		
	556-471-24	801 National City Blvd	AT&T	CUP-1999-5
		Located atop Red Lion Hotel. Wireless communication facility- four antennas and radio base system.		
8	554-120-30	2400 E 4th	AT&T	CUP-1996-4
		Located on roof of Paradise Valley Hospital. Paaina facility- four whip antennas, one alobal Positioning satellite antenna and equipment cabinet.		
9	559-160-13	1022 W Bay Marin	GTE	CUP-1996-5
		Located on a 360-sa foot building. Cellular facility- 60-foot monopole with twelve panel antennas.		
10	563-370-36	3007 Highland	Pac Bell	CUP-1996-6
		Located on existing Super Saver building. PCS facility- six panel antennas and two equipment cabinets.		
12	554-050-12	303 Palm	AirTouch	CUP-1996-8
		60-foot high monopole with six whip antennas, thirty directional cellular antennas, and three dishes with an equipment cabinet at base.		
	554-050-12	303 Palm	Sprint PCS	CUP-2001-10
		Located on National Guard Armory property. PCS facility six antennas in three 40-foot flag poles, one GPS antenna and a new equipment building.		

14	564-471-01	3030 Plaza Bonita Rd	Nextel	CUP-1997-8
	Located atop Plaza Bonita sign. ESMR facility- nine antennas and equipment cabinet.			
	564-471-01	3030 Plaza Bonita Rd	Pac Bell	CUP-1996-7
	Located atop the existing Plaza Bonita sign. PCS facility- three antennas and two equipment cabinets at base of sign.			
16	557-420-36	1840 E 12th	Nextel	CUP-1999-4
	60-foot monopole on vacant commercial lot.			
20	555-082-11	111 W 9th	Sprint	CUP-2000-9
	Located atop 2-story Sid's Camet Barn warehouse. Wireless communication facility- twelve wireless panel antennas and 4-inch GPS antenna.			
21	555-030-21	330 National City Blvd	GTE	CUP-2000-11
	Located atop Bay Theatre. Wireless communication facility- twelve panel antennas and four equipment cabinets.			
22	564-250-50	2435 Sweetwater	Sprint	CUP-2000-14
	Located at Sweetwater Inn. Global Positioning System with nine panel antennas.			
30	557-420-36	1905 E Plaza	Sprint PCS	CUP-2001-3
	53 foot tall monopole with nine panel antennas. PCS Facility with one equipment enclosure and a GPS antenna.			
32	556-473-18	242 E 8th	AT&T	CUP-2001-6
	Located atop an existing church.			
34	563-370-35	3007 Highland	Nextel	CUP-2001-12
	Located atop Sweetwater Square. New equipment building over trash enclosure, nine panel antennas and one GPS antenna.			
36	563-231-38	1914 Sweetwater	Cingular	CUP-2002-3
	Located on an existing 75 foot tall pole sign for the Sweetwater Town and Country Shopping Center.			
37	564-310-37	3737 Sweetwater	Cingular	CUP-2002-4
	72 foot tall monopole with standard equipment enclosure			
39	556-101-15	241 National City Blvd	Cingular	CUP-2002-6
	12 panel antennas behind four new partial parapet walls atop an existing furniture store; four equipment cabinets outside			
40	558-200-24	2415 E 18th	Cingular	CUP-2002-13
	Panel antennas located inside new light standards; equipment located inside existing commercial building			
41	556-354-13	716 Highland	AT&T	CUP-2002-14
	Six facade mounted panel antennas with equipment on roof of PacBell switching station. Equipment screened to match existing.			
44	556-590-61	1019 Highland	Sprint PCS	CUP-2002-24
	6 panel antennas in a new monument sign in the South Bay Plaza shopping center			
	556-590-61	1019 Highland	Cingular	CUP-2002-2
	Located atop South Bay Plaza on an existing mechanical equipment screen.			
51	552-283-11	2323 E Division	Sprint	CUP-2004-6
	3 panel antennas in a 9x10x16 roof-mounted cupola			

52	560-191-30	1701 D Ave	Nextel	CUP-2004-12	12 panel antennas on a 57' faux broadleaf tree with 230 square foot equipment enclosure
53	551-570-20	51 N Highland	Sprint	CUP-2004-15	2 panel antennas in a 45' flagpole with 4 wall-mounted equipment cabinets
55	563-231-39	1914 Sweetwater	Nextel	PC Reso 20-2002	2 panel antennas in a 45' flagpole with 4 wall-mounted equipment cabinets
57	554-120-24	2701 E 8th	Cingular	PC Reso 02-2001	Co-location in church spire-3 antennas within existing architectural feature
	554-120-24	2701 E 8th	T-Mobile	CUP-2000-19	Located at existing church. Antennas located in a GO-foot monument.
	554-120-24	2701 E 8th	Sprint	CUP-2000-27	12 panel antennas mounted on exterior of self-storage building and painted to match; all equipment located inside of the buildings
	554-120-24	2701 E 8th	AT&T	CUP-2000-19	Located at existing church. Antennas located in a 60-foot monument
58	558-030-30	1035 Harbison	Nextel	CUP-2005-3	12 panel antennas on a monopalm with 299 SQ.ft. equipment enclosure.
60	556-510-12	914 E 8th	Cingular	CUP-2005-10	12 panel antennas on 39-ft monopine with 280 sq. ft. equipment shelter
61	559-040-53	1439 Tideland	Cingular	CUP-2005-9	12 panel antennas on monopalm with associated equipment shelter
	559-040-53	1445 Tideland	Nextel	CUP-2000-31	40-foot monopalm with three sectors of four antennas each and equipment shelter
63	562-200-02	2900 Highland	Cingular	CUP-2005-12	3 antennas on replacement light standard with associated equipment shelter
64	563-010-47	2605 Highland	Cricket	CUP-2006-11	3 antennas in new architectural feature of church with associated equipment
	563-010-47	2605 Highland	Sprint	CUP-2002-18	Six panel antennas and equipment inside a new 54 foot tall monument/cross/sign.
65	557-420-31	1900 E Plaza	Cricket	CUP-2006-6	3 antennas on new faux palm tree with associated equipment
	557-420-31	1900 E Plaza	Cingular	CUP-2004-4	5 panel antennas in a new pole sign at Jimmy's Restaurant
67	561-222-23	1526-40 E 18th	T-Mobile	CUP-2006-10	12 panel antennas on a new 45-foot tall faux pine tree with associated equipment shelter
68	564-471-07	3030 Plaza Bonita Rd	Cingular	CUP-2005-24	12 antennas facade mounted to new rooftop enclosure that will house equipment

68	564-471-07	3030 Plaza Bonita Rd	Verizon	CUP-2003-13	12 panel antennas on the roof of the Plaza Bonita Mall behind a screen wall
69	559-106-17	525 W 20th	Cricket	CUP-2005-25	3 antennas on existing self storage building painted to match with associated equipment
70	559-106-17	525 W 20th	Sprint	CUP-2001-4	Located on existina storage building. Wireless communication facility- 9 antennas and equipment building.
	554-050-15	2005 E 4th	Cricket	PC Reso 09-2003	3 antennas on existing light standard with associated equipment shelter
	554-050-15	2005 E 4th	Cingular	CUP-2003-5	12 panel antennas on a replacement 100 foot light standard in EITovon park and a 160 square foot equipment enclosure.
	554-050-15	2005 E 4th	GTE	CUP-1998-4	Located in EITovon Park. Cellular facility- 97'8" monopole with twelve panel antennas, three omni antennas, and 192-sqfoot equipment building.
	554-050-15	2005 E 4th	Nextel	CUP-2005-15	12 panel antennas on a 47-foot tall faux-broadleaf awith 230 sq. ft.equipment shelter
71	564-290-06	3820 Cagle St	Cricket	PC RESO 10-2004	3 antennas on existing faux pine tree with vaulted equipment shelter
	564-290-06	3820 Cagle St	Sprint	CUP-2001-2	Located at Sweetwater Heights Centennial Park. Wireless communication facility- 35-foot pole with six antennas, equipment building and adjacent lighting for the park.
	564-290-06	3820 Cagle St	T-Mobile	CUP-2004-3	Located at Sweetwater Heights Centennial Park. Wireless communication facility- 55-foot monopine with twelve panel antennas and equipment building
	564-290-06	3820 Cagle St	Cingular	PC Reso 11-2002	Co-location on 55-foot monopine - additional 12 panel antennas and new 275 SQ.ft. equipment vault
72	669-060-26	5800 Boxer Rd	Cricket	PC RESO 32-2003	3 antennas on existing water tower with associated equipment shelter
	669-060-26	5800 Boxer Rd	T-Mobile	CUP-2003-16	12 panel antennas on the outside of the 0.0. Arnold water tank and a 150 square foot equipment enclosure adjacent to the tank
	669-060-26	5800 Boxer Rd	Sprint	PC Reso 32-2003	6 panel antennas on the outside of the 0.0. Arnold water tank and a 360 square foot equipment enclosure adjacent
	669-060-26	5800 Boxer Rd	Cingular	CUP-2005-21	12 panel antennas on the outside of the 0.0. Arnold water tank and a 520 square foot equipment enclosure adjacent
73	562-330-43	152 W 33rd	Cricket	PC Reso 21-2002	3 antennas on existing self storage within matching architectural projection with associated equipment
	562-330-43	152 W 33rd	Sprint	CUP-2002-8	12 panel antenas mounted on exterior of self-storage building and painted to match; all equipment located inside of the

74	555-053-17 3 antennas facade mounted to existina hotel with associated equipmen	700 NCB Cricket	PC Reso 05-2000
	555-053-17 Located atop Holiday Inn. Wireless communication facility with equipment cabinet.	700 NCB Metricom	CUP-2000-4
	555-053-17 Located atop Holiday Inn Hotel. - 8-foot whip antenna, two 4x2-foot panel antennas, and one GPS antenna with two indoor equipment cabinets.	700 NCB Skytel	CUP-2000-30
75	560-203-03 15 panel antennas behindscreen wall atop existing car dealership with associated equipment	1800 National City Blvd Nextel	CUP-2006-15
76	561-360-35 3 antennas on recreation building at Las Palmas Park	1810 E 22nd Cricket	2007-14 CUP
	561-360-35 Located in Las Palmas Park. Monopalm and equipment along with live palms.	1820 E 22nd Sprint-Nextel	CUP-2000-8
78	560-143-36 9 antennas located on 3 different locations on industrial/ warehouse building. Each location will have 2 pannel antennas. Associated equipment will be located in building	1703 Hoover Cleawire	2009-22 CUP
79	559-160-33 9 antennas on tower of Marina Gateway Plaza commercial building hidden behind parapet wall. 6-foot tall equipment cabinet on roof below tower will be mostly covered	700 Bay Marina Dr Cleawire	2009-23 CUP
80	560-151-20 6 panel antennas and RF transparent cupola atop National City Ministry Church, as well as a 330 sq ft equipment/storage/trash enclosure on the ground. The 8-foot tall Cupola will have a cross afixed to it in order to appea as part of the church	142 E 16th AT&T	2010-11 CUP
81	561-271-01 12 antenas on a 43-foot mono-palm on eastern property line	2005 Highland Ave Plancom	2010-31 CUP
	561-271-01 12 antennas on the roof of a Highland Avenue office building	2005 Highland T-Mobile	CUP-2003-4
	561-271-01 12 antennas on the roof of a Highland Avenue office building with new cupola to match existing	2005 Highland Cingular	CUP-2006-2
82	563-184-47 75-foot monopole and equipment building.	2909 Shelby Dr	P95-025
83	563-062-17 35-foot monopalm with three sector directional antenna system and equipment cabinets.	2524 Prospect St AT&T	ZAP99-028
85	564-310-32	3312 Bonita Heights Lane AT&T	ZAP00-133
86	563-063-29	2563 Grove St AT&T	MUP91-026W2

86	563-063-29	2563 Grove St	P91-026W
	Monopole located aside live palm trees.		



CITY OF NATIONAL CITY - PLANNING DIVISION
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF PUBLIC HEARING

CONDITIONAL USE PERMIT FOR THE MODIFICATION OF
AN EXISTING WIRELESS COMMUNICATIONS FACILITY
LOCATED AT 1215 WILSON AVENUE.
CASE FILE NO.: 2021-09 CUP
APN: 559-032-20

The National City Planning Commission will hold a public hearing at their regular online meeting after the hour of 6:00 p.m. **Monday, February 7, 2022** on the proposed request. The meeting will be LIVE WEBCAST from the City Council Chamber, 1243 National City Boulevard, National City, California. (Applicant: T-Mobile)

Due to the precautions taken to combat the spread of coronavirus (COVID-19), City Hall, including the City Council Chambers, are closed to the public. Anyone interested in this public hearing may observe it on the City's website at <http://www.nationalcityca.gov/government/city-clerk/council-webcast>.

The project site is a single-story industrial building with two sectors of pole-mounted wireless antennas on the southwest corner of the roof. The applicant is proposing to install antennas as a third sector on the northwest corner of the roof, with screening provided of both the existing and proposed antennas.

Members of the public are invited to comment. Written comments should be received on or before 4:00 p.m., **February 7, 2022** by the Planning Division, who can be contacted at 619-336-4310 or planning@nationalcityca.gov.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

NATIONAL CITY PLANNING DIVISION



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

NOTICE OF EXEMPTION

TO: Assessor/Recorder/County Clerk
Attn: Fish and Wildlife Notices
1600 Pacific Highway, Suite 260
San Diego, CA 92101
MS: A-33

Lead Agency: City of National City

Project Title: 2021-09 CUP

Project Location: 1215 Wilson Avenue, National City, CA.

Contact Person: Martin Reeder

Telephone Number: (619) 336-4313

Description of Nature, Purpose and Beneficiaries of Project:

Conditional Use Permit for modification of an existing wireless communications facility on an industrial building. The project would increase signal strength and service area for T-Mobile customers.

Applicant:

Carol Kincheloe, OBO T-Mobile.
9020 Activity Road
San Diego, CA 92126

Telephone Number:

(619) 488-0933

Exempt Status:

- Categorical Exemption. Class 3 Section 15303 (New Construction or Conversion of small structures)**

Reasons why project is exempt:

There is no possibility that the proposed use will have a significant impact on the environment because the facility is existing and located on an existing industrial building, the antennas will be screened by new screening walls and will not affect use of the property.

Date:

MARTIN REEDER, AICP
Principal Planner

RESOLUTION NO. 2022-02

A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF NATIONAL CITY, CALIFORNIA,
APPROVING A CONDITIONAL USE PERMIT FOR
THE MODIFICATION OF AN EXISTING WIRELESS
COMMUNICATIONS FACILITY LOCATED AT
1215 WILSON AVENUE.
CASE FILE NO. 2021-09 CUP
APN: 559-032-20 & 21

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for the modification of an existing wireless communications facility located at 1215 Wilson Avenue at a duly advertised public hearing held on February 7, 2022, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2021-09 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

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

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

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on February 7, 2022, support the following findings:

1. That the proposed use is allowable within the applicable zoning district pursuant to a CUP and complies with all other applicable provisions of the Land Use Code, because the use is allowable within the CL zone pursuant to a CUP and the proposed facility meets the required telecommunication facility design guidelines that include providing the minimum distance requirements from habitable space and screening the facility.
2. That the proposed use is consistent with the General Plan and any applicable specific plan, because General Plan Policy E-3.3 encourages access to wireless

ATTACHMENT 3

internet connections, computers, and other forms of communication technology; the proposed facility modifications provide added internet/cellular data as well as standard cellphone service capability. In addition, the proposed facility is a conditionally-permitted use in the CL zone.

3. That the design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the facility is existing and is being modified to match the same locational and architectural components of the current facility design, plus add screening to bring the facility into compliance with current codes.
4. That the site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the facility is existing and the modifications meet all development standards and distance requirements of the Land Use Code.
5. That granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed facility is existing and the modified version will not be highly visible due to the added screening walls around the antennas.
6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act and has been determined to be categorically exempt from environmental review pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures), for which a Notice of Exemption will be filed subsequent to approval of this CUP.

BE IT FURTHER RESOLVED that the application for Conditional Use Permit is approved subject to the following conditions:

General

1. This *Conditional Use Permit* authorizes the modification of an existing wireless communications facility at 1215 Wilson. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform with Exhibit A, Case File No. 2021-09 CUP, dated 1/25/2022. Any additional antennas or facilities must be in substantial conformance with the design for installation shown on these plans.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by

the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the City Manager or assign prior to recordation.

3. *Within four (4) days of approval*, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the *County Clerk* and submitted to the National City Planning Department.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in Section 18.12.040 of the Municipal Code.

Building

5. Plans submitted for demolition or construction improvements shall comply with the current editions of the California Building, Electrical, Plumbing, Mechanical, and Fire Codes.

Fire

6. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC), National Fire Protection Association (NFPA), and California Code of Regulations (CCR).
7. All required signage for telecommunications facilities, as specified by the CFC, if not already on site, shall be designed and installed.
8. The National City Fire Department shall be involved with all fire inspections for this site. Rough inspections are required for all phases of work.

Planning

9. All appropriate and required local, state and/or federal permits must be obtained and/or modified prior to operation of the wireless communications facility.
10. Screening walls shall be textured and painted to match the architectural style and color of the existing building. The reverse side of the screening walls and the antennas shall be painted a neutral color that blends with the roof color.

11. All ground-mounted equipment shall be painted to match the nearest building wall to where it is located. Other equipment must be screened from view. Any apparatus visible to the exterior of the facility, including cable chases/trays, shall be painted to match the surface on which it is mounted. Addition equipment boxes, generators, and/or protective devices shall be placed so that they are not within the required parking area.
12. The permittee shall not object to co-locating additional facilities of other communication companies and sharing the project site, provided such shared use does not result in substantial technical or quality-of-service impairment for the permitted use. In the event a dispute arises with regard to co-locating with other existing or potential users, the City may require a third party technical study at the expense of either or both the applicant and the complaining user. This condition in no way obligates the City to approve any co-location proposal if it is determined by the City not to be desirable in a specific case.
13. The applicant or operator shall be responsible for the removal and disposal of any antennas, equipment or facilities that are abandoned, decommissioned, or become obsolete within six (6) months of discontinuance.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of February 7, 2022, by the following vote:

AYES: Sendt, Sanchez, Roman, Yamane, Dela Paz, Natividad, Valenzuela

NAYS: None.

ABSENT: None.

ABSTAIN: None.

DocuSigned by:
Ditas Yamane
3307B879D0F041D...

CHAIRPERSON
Ditas Yamane

2/14/2022 | 3:16 PM PST

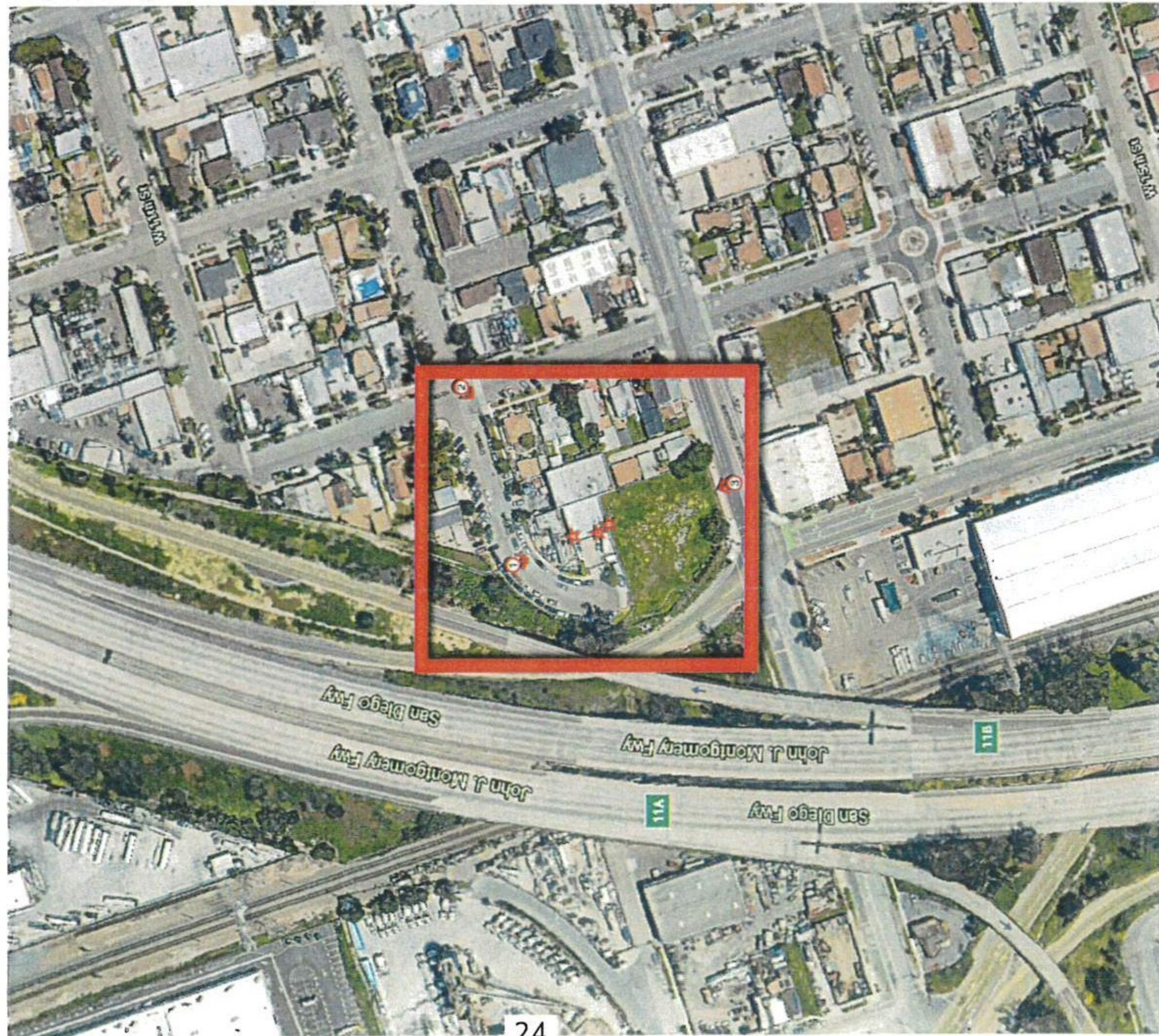
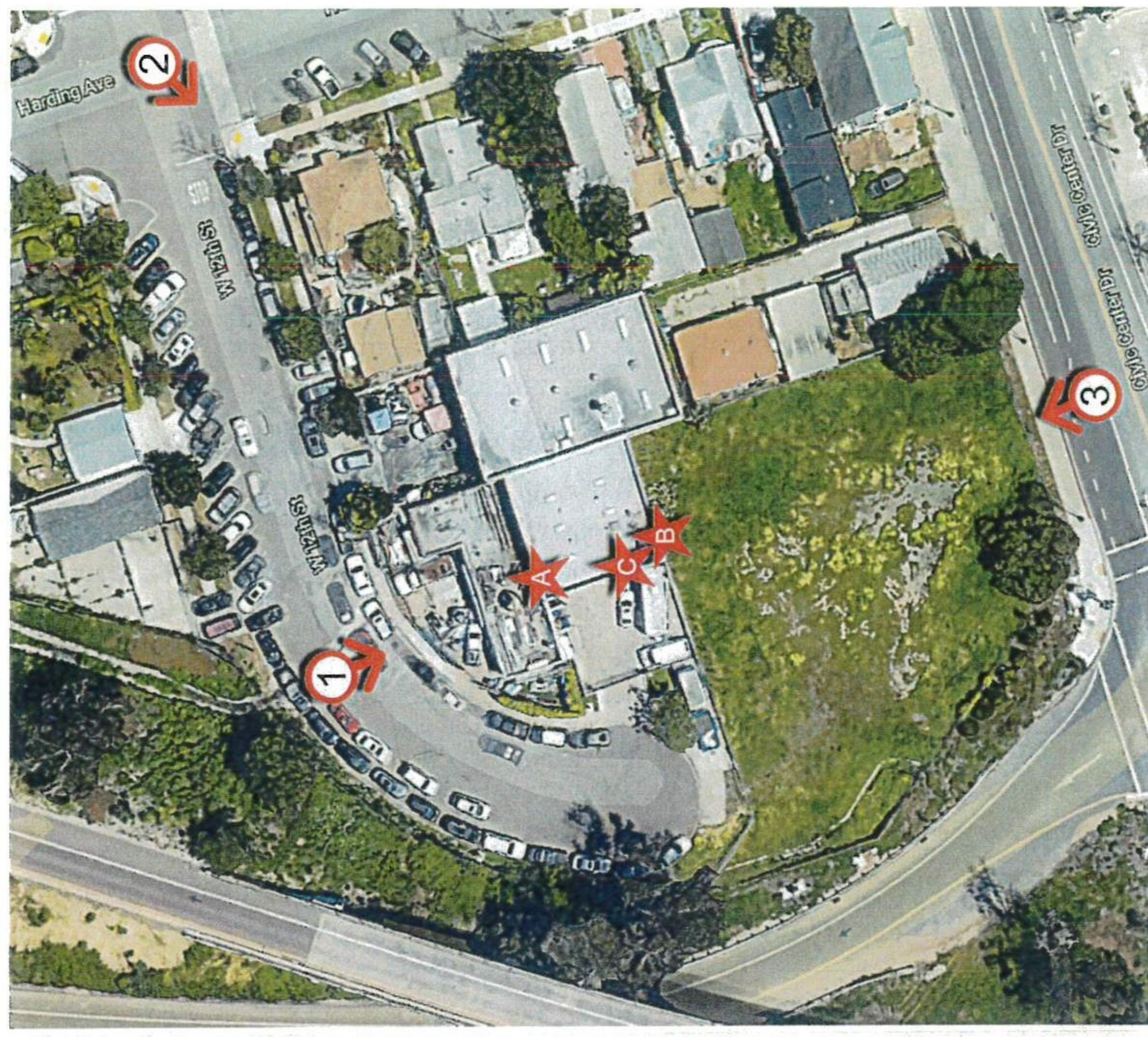


ATTACHMENT 4

L7 4X2 - ANCHOR
SD06057A
SD057
1215 WILSON AVENUE
NATIONAL CITY, CA 91950
CITY OF NATIONAL CITY



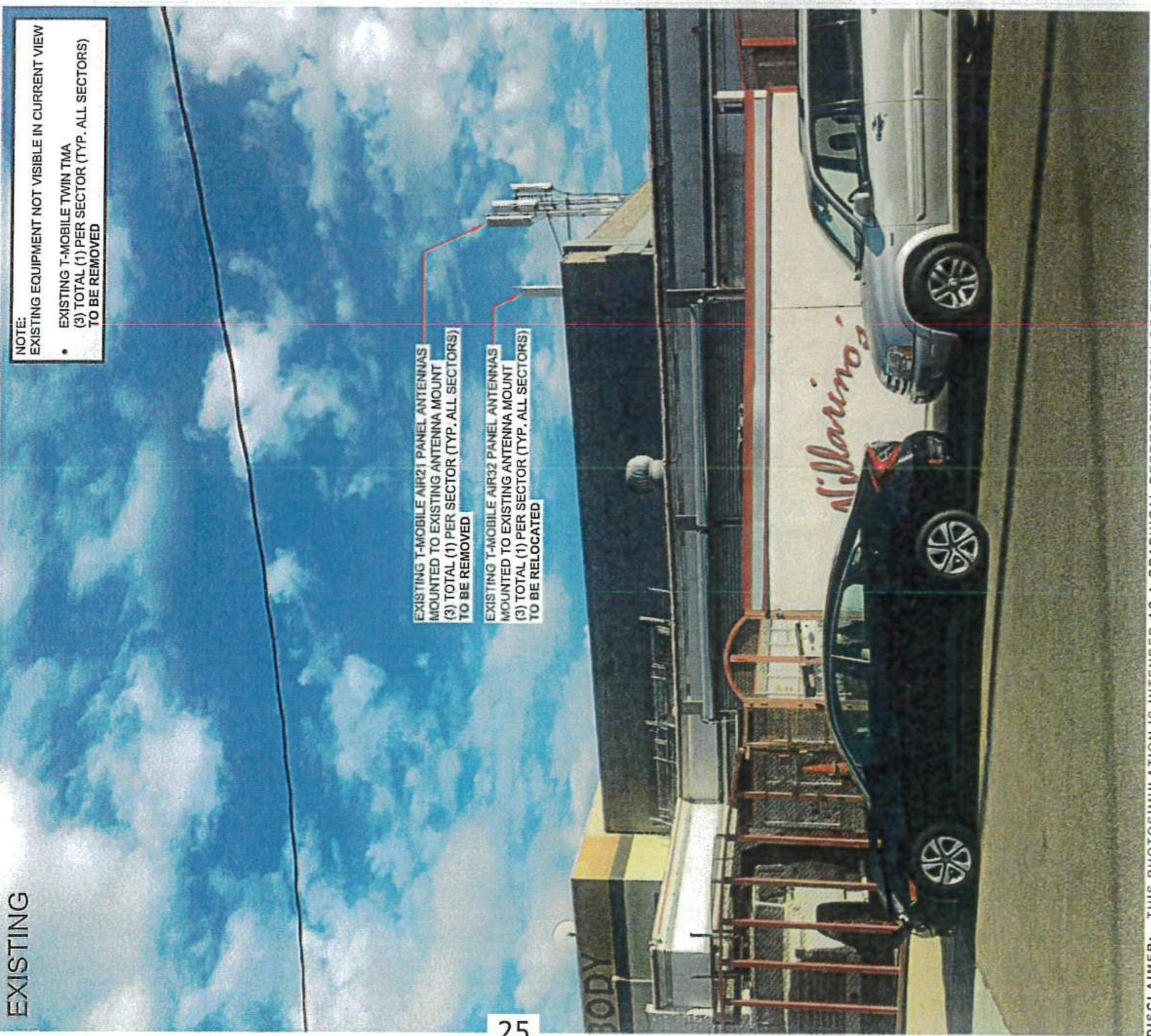
VICINITY MAP PHOTOSIMULATION VIEWPOINTS



DISCLAIMER: THIS PHOTOSIMULATION IS INTENDED AS A GRAPHICAL REPRESENTATION OF EXISTING AND PROPOSED SITE CONDITIONS BASED ON THE PROJECT / DRAWING PLANS. IT IS NOT INTENDED FOR CONSTRUCTION. ACTUAL, FINAL CONSTRUCTION MAY VARY

PHOTOSIMULATION VIEWPOINT 1

EXISTING



PROPOSED



DISCLAIMER: THIS PHOTOSIMULATION IS INTENDED AS A GRAPHICAL REPRESENTATION OF EXISTING AND PROPOSED SITE CONDITIONS BASED ON THE PROJECT / DRAWING PLANS. IT IS NOT INTENDED FOR CONSTRUCTION. ACTUAL, FINAL CONSTRUCTION MAY VARY

PHOTOSIMULATION VIEWPOINT 2



DISCLAIMER: THIS PHOTOSIMULATION IS INTENDED AS A GRAPHICAL REPRESENTATION OF EXISTING AND PROPOSED SITE CONDITIONS BASED ON THE PROJECT / DRAWING PLANS. IT IS NOT INTENDED FOR CONSTRUCTION. ACTUAL, FINAL CONSTRUCTION MAY VARY

PHOTOSIMULATION VIEWPOINT 3



NOTE:
 PROPOSED EQUIPMENT MOUNTED BEHIND PROPOSED FRP SCREEN (NOT VISIBLE IN CURRENT VIEW)

- PROPOSED T-MOBILE RADIO (4449_B71-B85) (3) TOTAL (1) PER SECTOR (TYP. ALL SECTORS)
- PROPOSED T-MOBILE RADIO (4415_B25) (3) TOTAL (1) PER SECTOR (TYP. ALL SECTORS)

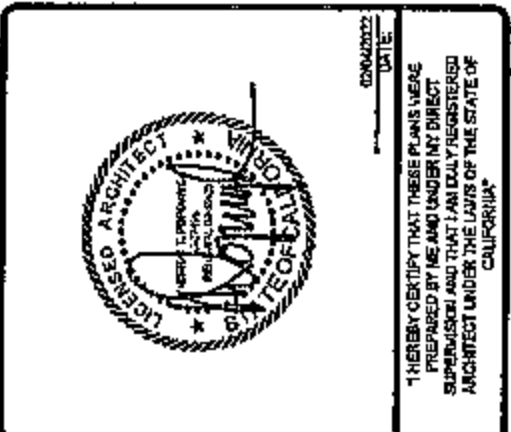
NOTE:
 EXISTING EQUIPMENT NOT VISIBLE IN CURRENT VIEW

- EXISTING T-MOBILE TWIN TMA (3) TOTAL (1) PER SECTOR (TYP. ALL SECTORS) TO BE REMOVED

DISCLAIMER: THIS PHOTOSIMULATION IS INTENDED AS A GRAPHICAL REPRESENTATION OF EXISTING AND PROPOSED SITE CONDITIONS BASED ON THE PROJECT / DRAWING PLANS. IT IS NOT INTENDED FOR CONSTRUCTION. ACTUAL, FINAL CONSTRUCTION MAY VARY



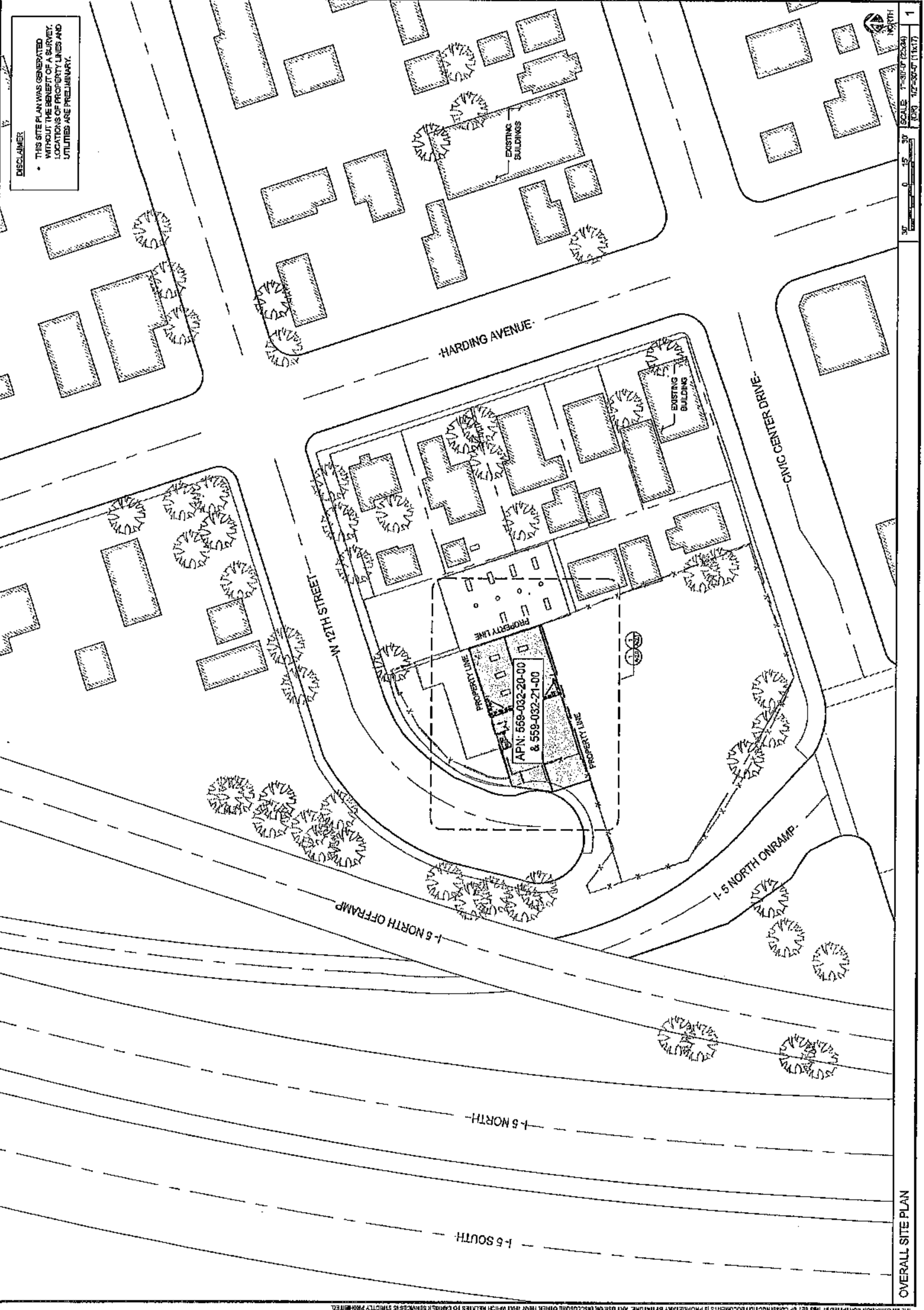
NO.	DATE	REVISIONS	BY
2	01/28/2021	REVISED 100% CDS	GB
3	03/04/2021	REVISED 100% CDS	GB
4	04/13/2021	NEW RFPDS	AS
5	04/26/2021	100% CDS	SC
6	07/09/2021	100% CDS	GB
7	08/12/2021	100% CDS	GB
8	11/01/2021	100% CDS	GB
9	02/04/2022	100% CDS	GB



17402 - ANCHOR
 50067
 300667A
 1215 WILSON AVENUE
 NATIONAL CITY, CA 91950

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
A-1.0



THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF S&C ENGINEERS AND ARCHITECTS. ANY USE OR REPRODUCTION OF THIS INFORMATION WITHOUT THE WRITTEN PERMISSION OF S&C ENGINEERS AND ARCHITECTS IS STRICTLY PROHIBITED.

T-Mobile
 1500 VISTA AVENUE, SUITE 200
 SAN DIEGO, CA 92161
 T-Mobile US, Inc.



SDC
 ARCHITECTURE
 3022 ACTIVITY ROAD
 SAN DIEGO, CA 92126
 www.sdcarch.com

NO.	DATE	DESCRIPTION	BY	CHKD
1	01/23/2021	REVISED 10% CD'S	GB	GB
2	03/04/2021	REVISED 10% CD'S	GB	GB
3	04/13/2021	NEW RFCS	AS	AS
4	04/26/2021	100% CD'S	EC	EC
5	07/02/2021	100% CD'S	GB	GB
6	08/12/2021	100% CD'S	GB	GB
7	10/01/2021	100% CD'S	GB	GB
8	02/04/2022	100% CD'S	GB	GB

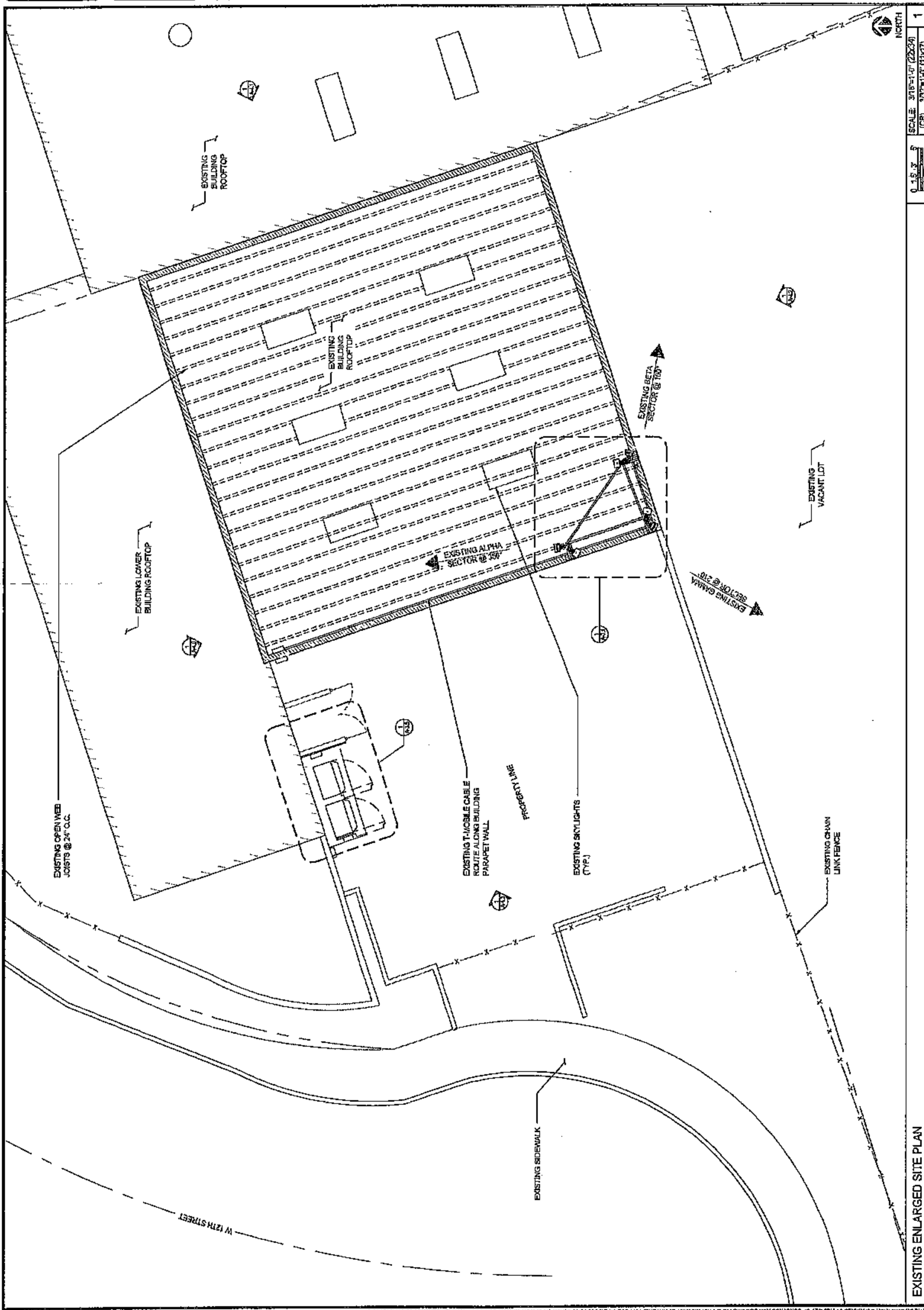


L7 412 - ANDHOR
 SD08857A
 1215 WILSON AVENUE
 NATIONAL CITY, CA 91950

1. THESE PLANS AND THESE PLANS HAVE BEEN PREPARED BY ME AND UNDER MY DIRECT SUPERVISION AND THAT I AM A QUALIFIED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.

EXISTING ENLARGED SITE PLAN

SHEET NUMBER
A-2.0



0.15" = 1'-0"
 SCALE: 3/16" = 1'-0" (2X5/8)
 (CP) 3/8" = 1'-0" (11x17)
 1
 NORTH
 EXISTING ENLARGED SITE PLAN



1025 NORTH GARDEN STREET, SUITE 400
SAN ANTONIO, TEXAS 78205
761.241.1111



A Mobile Company
3025 AVENUE ROAD
SAN ANTONIO, TEXAS 78205
www.sandb.com

NO.	DATE	DESCRIPTION	BY	CHKD.
1	01/28/2021	REVISED 100% CD'S	GB	GB
2	03/04/2021	REVISED 100% CD'S	GB	GB
3	04/15/2021	NEW NOTES	AS	AS
4	04/28/2021	100% CD'S	EC	EC
5	07/06/2021	100% CD'S	GB	GB
6	10/01/2021	100% CD'S	GB	GB
7	10/01/2021	100% CD'S	GB	GB
8	02/04/2022	100% CD'S	GB	GB

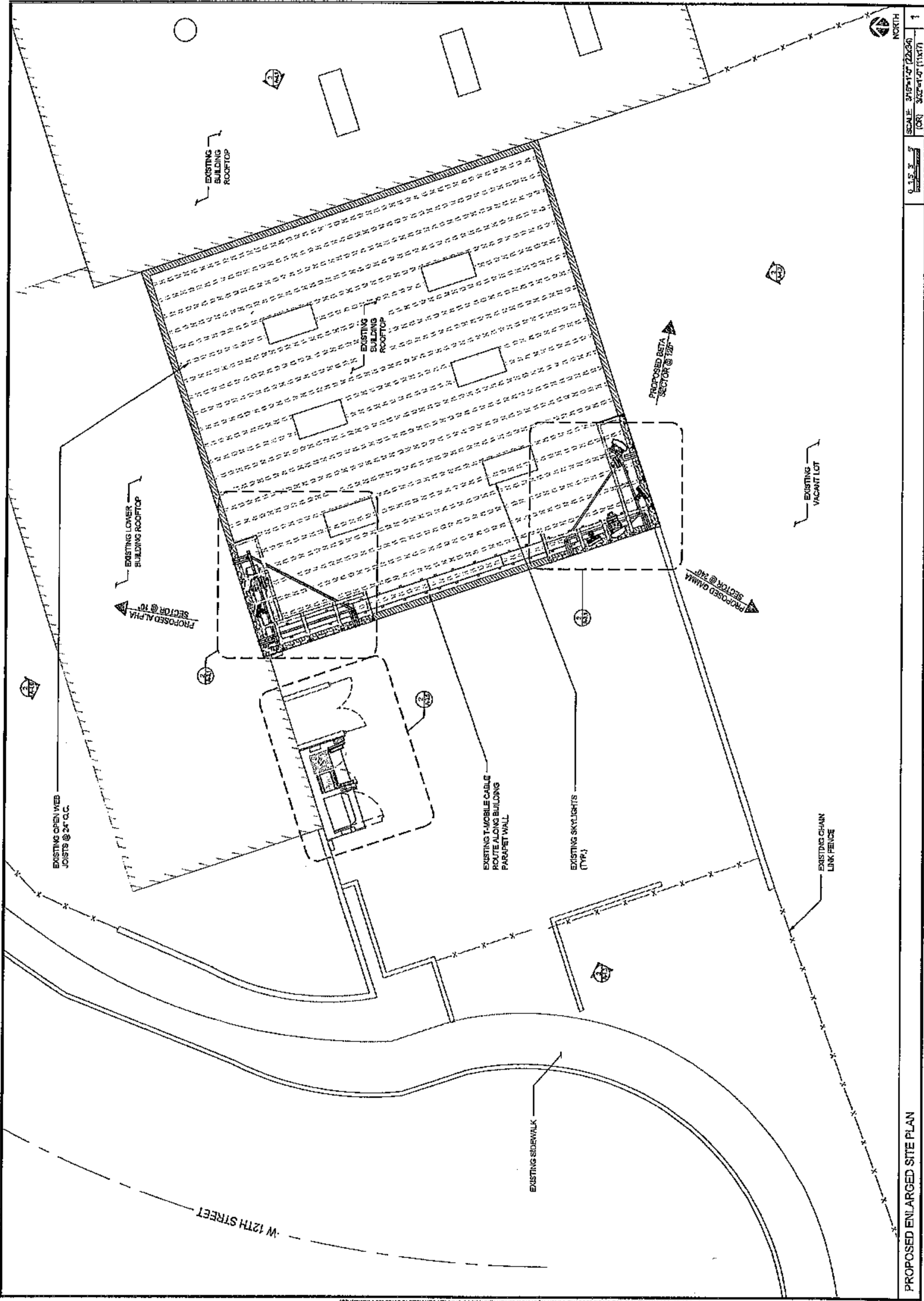


EXAMINED DATE: _____
I HEREBY CERTIFY THAT THESE PLANS WERE
PREPARED BY ME AND UNDER MY DIRECT
SUPERVISION AND THAT I AM DULY LICENSED
ARCHITECT UNDER THE LAWS OF THE STATE OF
CALIFORNIA.

L7 400 - ANCHOR
60067
SD002574
1215 WALSON AVENUE
NATIONAL CITY, CA 91850

SHEET TITLE
**PROPOSED
ENLARGED SITE PLAN**

SHEET NUMBER
A-2.1



SCALE: 3/16" = 1'-0" (22x90)
(OR) 3/32" = 1'-0" (11x71)

1

PROPOSED ENLARGED SITE PLAN

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY IN NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE PROJECT FOR WHICH IT WAS PREPARED IS STRICTLY PROHIBITED.



1225 WILSON AVENUE, SUITE 1000
SAN JOSE, CA 95128
T.MOBILE.COM



A Mobile Company
S&C ARCHITECTURE
SAN JOSE, CA 95128
WWW.S&C.COM

NO.	DATE	DESCRIPTION	BY	CHKD.
1	01/08/2021	REVISED 100% CD'S	GB	
2	03/03/2021	REVISED 100% CD'S	GB	
3	04/19/2021	NEW RFDS	AS	
4	04/26/2021	100% CD'S	EC	
5	07/06/2021	100% CD'S	GB	
6	08/12/2021	100% CD'S	GB	
7	10/01/2021	100% CD'S	GB	
8	10/20/2021	100% CD'S	GB	
9	10/20/2022	100% CD'S	GB	

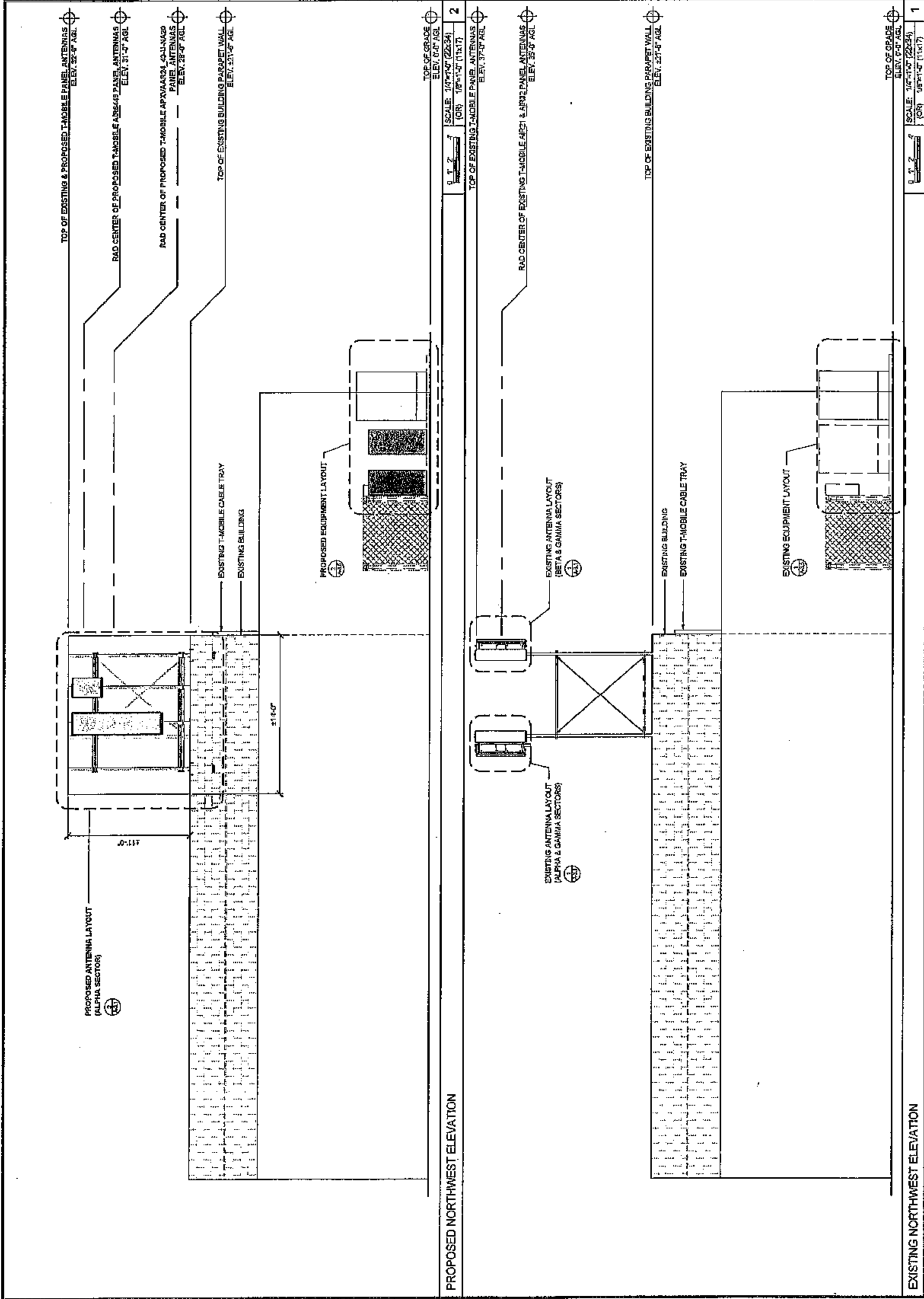


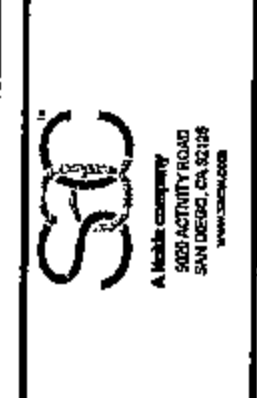
I HEREBY CERTIFY THAT THESE PLANS WERE
PREPARED BY ME AND UNDER MY DIRECT
SUPERVISION AND I AM A LICENSED
ARCHITECT UNDER THE LAWS OF THE STATE OF
CALIFORNIA

L7-02-ANCHOR
S00057
S00057A
1225 WILSON AVENUE
NATIONAL CITY, CA 91560

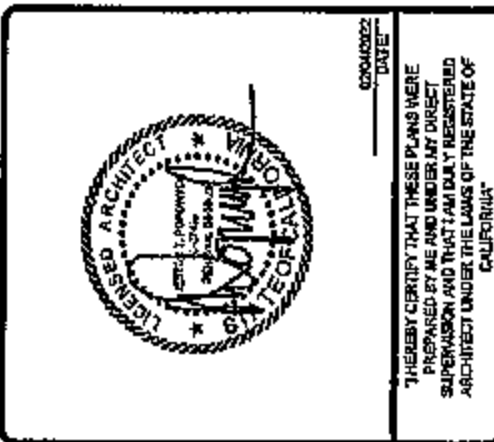
SHEET TITLE
EXISTING & PROPOSED
NORTHWEST ELEVATIONS

SHEET NUMBER
A-4.0





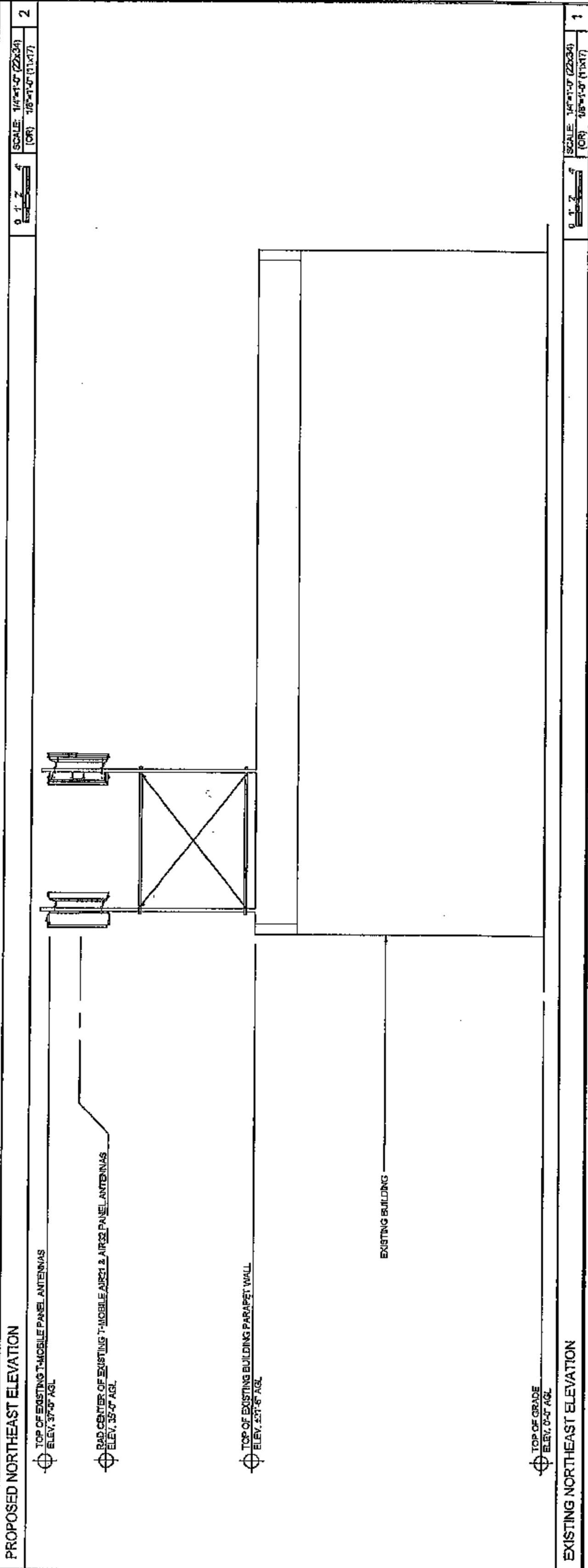
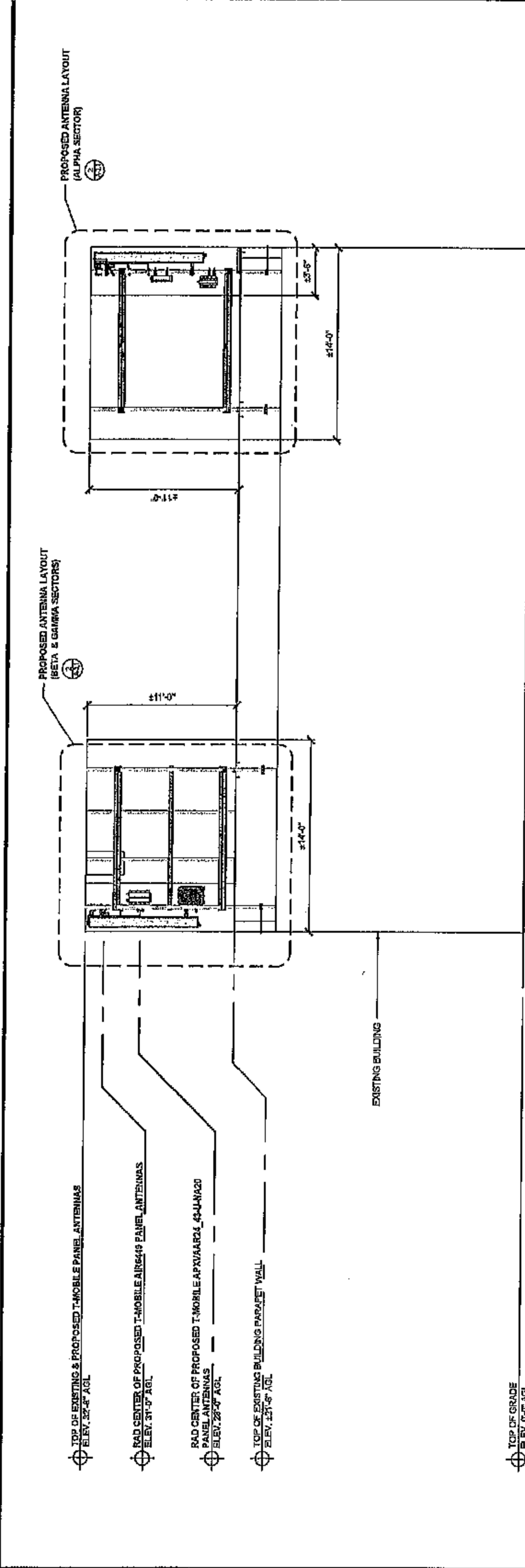
NO.	DATE	REVISIONS	BY	CHKD.
2	01/28/2021	REVISED 100% CD'S	CB	CB
3	03/04/2021	REVISED 100% CD'S	CB	CB
4	04/13/2021	NEW RFDS	AS	AS
5	04/28/2021	100% CD'S	EC	EC
6	07/06/2021	100% CD'S	GB	GB
7	08/17/2021	100% CD'S	GB	GB
8	10/01/2021	100% CD'S	CB	CB
9	10/04/2022	100% CD'S	CB	CB



17 4X2 - ANCHOR
S0057
S00057A
1215 WILSON AVENUE
NATIONAL CITY, CA 91550

SHEET TITLE
**EXISTING & PROPOSED
NORTHEAST ELEVATIONS**

SHEET NUMBER
A-4.1



SCALE: 1/8"=1'-0" (22x34)
OR 1/8"=1'-0" (11x17)

SCALE: 1/8"=1'-0" (22x34)
OR 1/8"=1'-0" (11x17)

T-Mobile
 1855 VISTA CORNERED PARKWAY #300
 SAN DIEGO, CA 92121
 T-MOBILE.COM



A mobile company
 2000 AVENUE OF THE STARS
 SUITE 1000
 FORT WORTH, TEXAS 76102
 WWW.SBC.COM

NO.	DATE	DESCRIPTION	BY	CHKD.
1	01/24/2021	REVISED 100% CD'S	GB	
2	03/04/2021	REVISED 100% CD'S	GB	
3	04/13/2021	NEW REFS	AS	
4	04/29/2021	100% CD'S	EC	
5	07/06/2021	100% CD'S	GB	
6	08/12/2021	100% CD'S	GB	
7	10/01/2021	100% CD'S	GB	
8	10/01/2021	100% CD'S	GB	
9	10/04/2021	100% CD'S	GB	

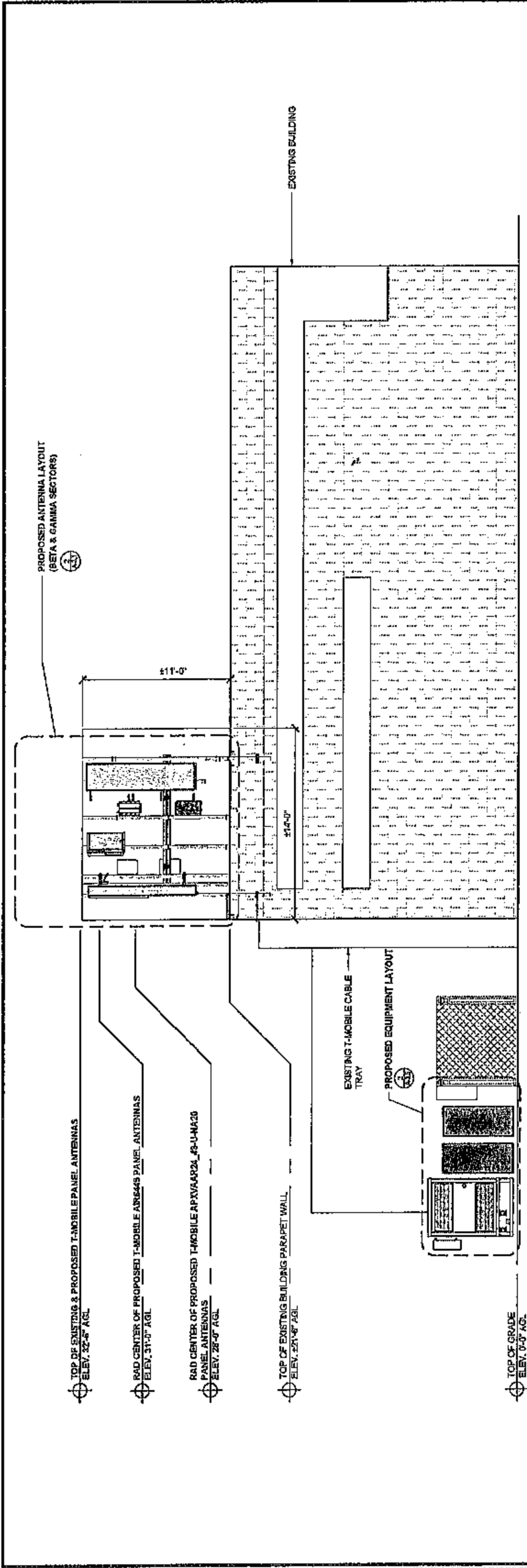


I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.

L7-402-ANCHOR
 SCOTT
 SOBOTTA
 1215 WILSON AVENUE
 NATIONAL CITY, CA 91960

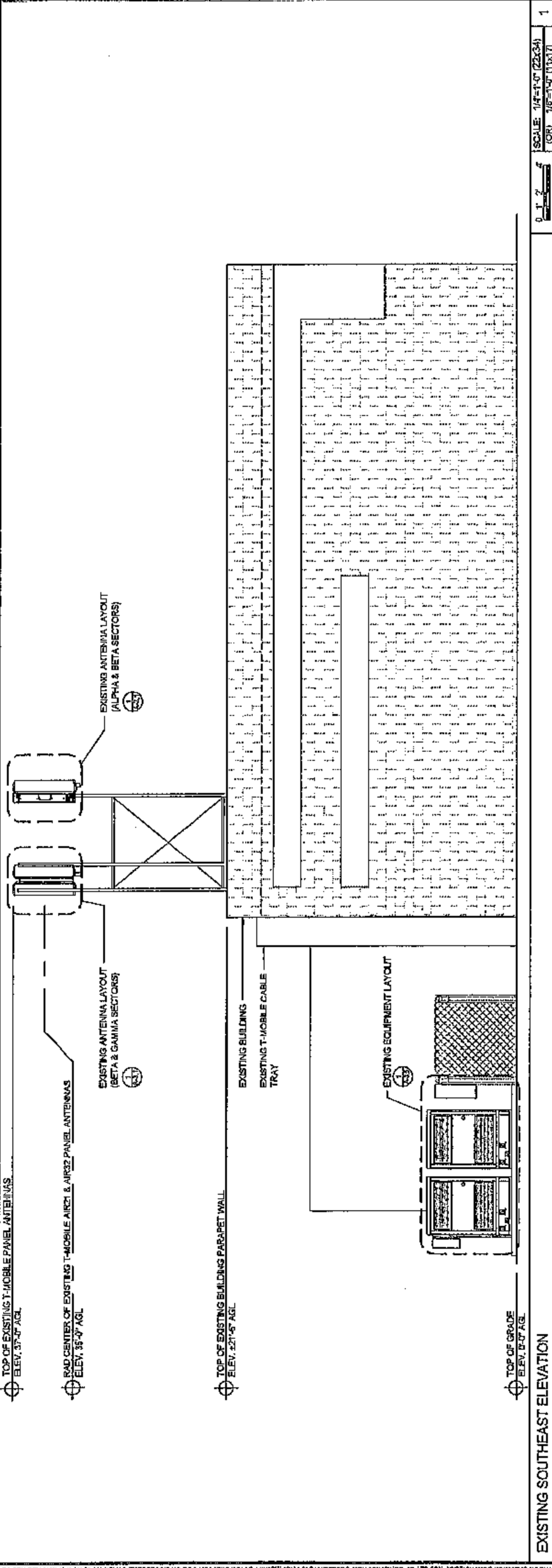
SHEET TITLE
**EXISTING & PROPOSED
 SOUTHEAST ELEVATIONS**

SHEET NUMBER
A-4.2



PROPOSED SOUTHEAST ELEVATION
 SCALE: 1/4"=1'-0" (2X3/4)
 (OR) 1/8"=1'-0" (1X1/2)

2



EXISTING SOUTHEAST ELEVATION
 SCALE: 1/4"=1'-0" (2X3/4)
 (OR) 1/8"=1'-0" (1X1/2)

1

T-Mobile
 1999 WEST COCKERILL ROAD, SUITE 200
 SAN ANTONIO, TEXAS 78201
 T-MOBILE.COM



A JACOBS COMPANY
 5200 AUTUMN ROAD
 SAN ANTONIO, TEXAS 78201
 WWW.JACOBS.COM

REV.	DATE	DESCRIPTION	BY	CHKD.
2	01/26/2021	REVISED 100% CD'S	GB	
3	05/04/2021	REVISED 100% CD'S	GB	
4	04/13/2021	NEW RFDS	AS	
5	04/29/2021	100% CD'S	EC	
6	07/06/2021	100% CD'S	GB	
7	08/12/2021	100% CD'S	GB	
8	10/07/2021	100% CD'S	GB	
9	12/04/2021	100% CD'S	GB	

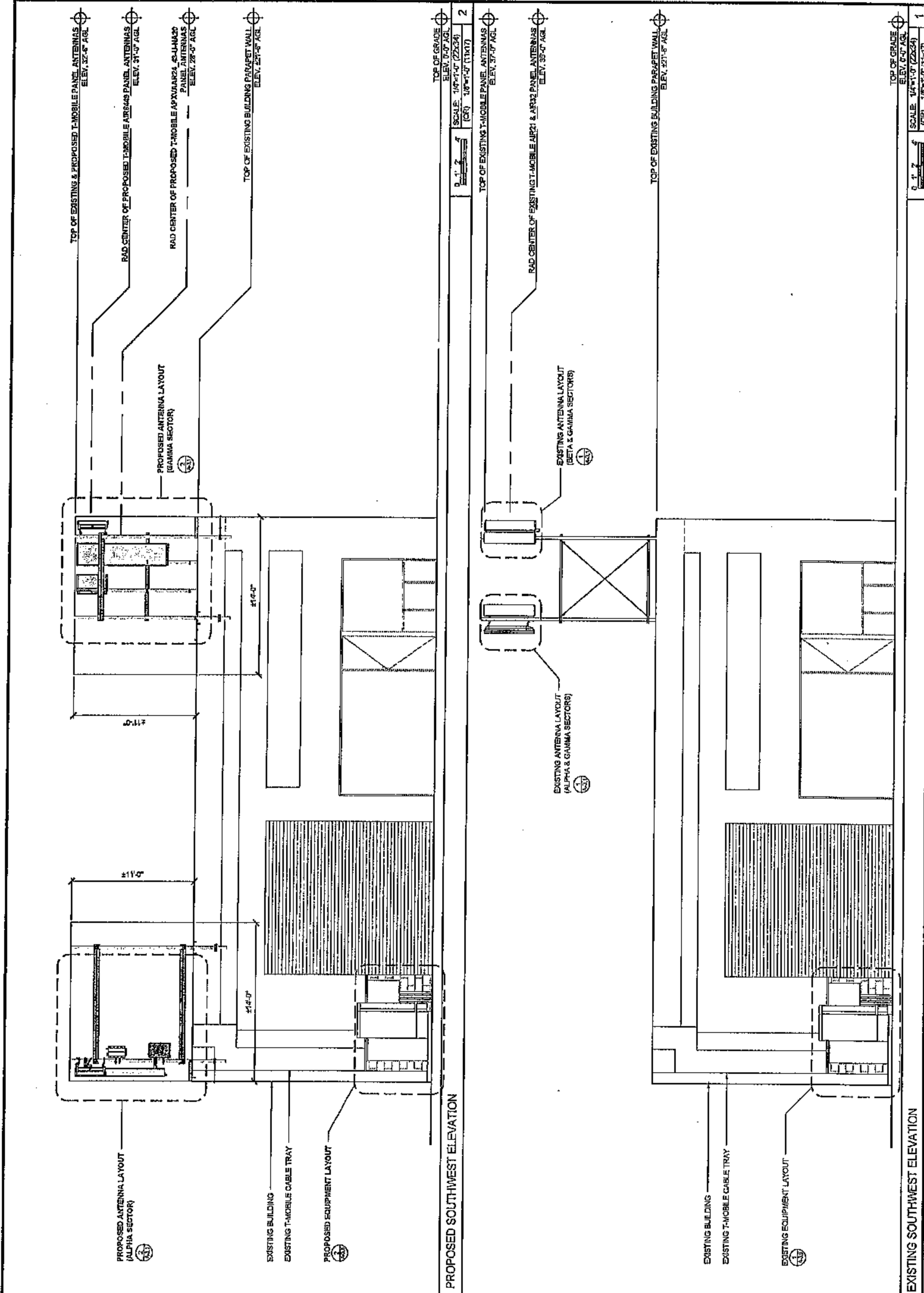


1. I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME AND UNDER MY DIRECT SUPERVISION AND THAT I AM DULY LICENSED UNDER THE PROFESSIONAL ENGINEERING ACT OF THE STATE OF CALIFORNIA.

L7-002-ANCHOR
 S0057
 S00607A
 1215 WILSON AVENUE
 NATIONAL CITY, CA 91950

SHEET TITLE
**EXISTING & PROPOSED
 SOUTHWEST ELEVATIONS**

SHEET NUMBER
A-4.3



THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PRELIMINARY IN NATURE. APPROVE OR DISAPPROVE OTHER THAN THAT WHICH RELATES TO OTHER SERVICES IS STRICTLY PROHIBITED.



Public Hearing
Conditional Use Permit
for modification of an
existing wireless facility
at 1215 Wilson Avenue
2021-09 CUP

Overhead



ATTACHMENT 5

Site Characteristics:

- Single-story industrial building in CL zone
- Westside Specific Plan adjacent to NB I-5
- Existing facility with 2 sectors of pole-mounted antennas
 - Southwest corner
 - Antennas point west and south
- Existing CUP approved in 1995
 - No equipment screening proposed/required at that time

Proposal:

- Applicant proposing to upgrade the existing antennas and install new sector on NW corner of roof
- New sector to point directly north
- Screening proposed for existing and proposed antennas
- Expansion of facility (new sector) requires modification of the CUP
- New sector designed to address area of weak service

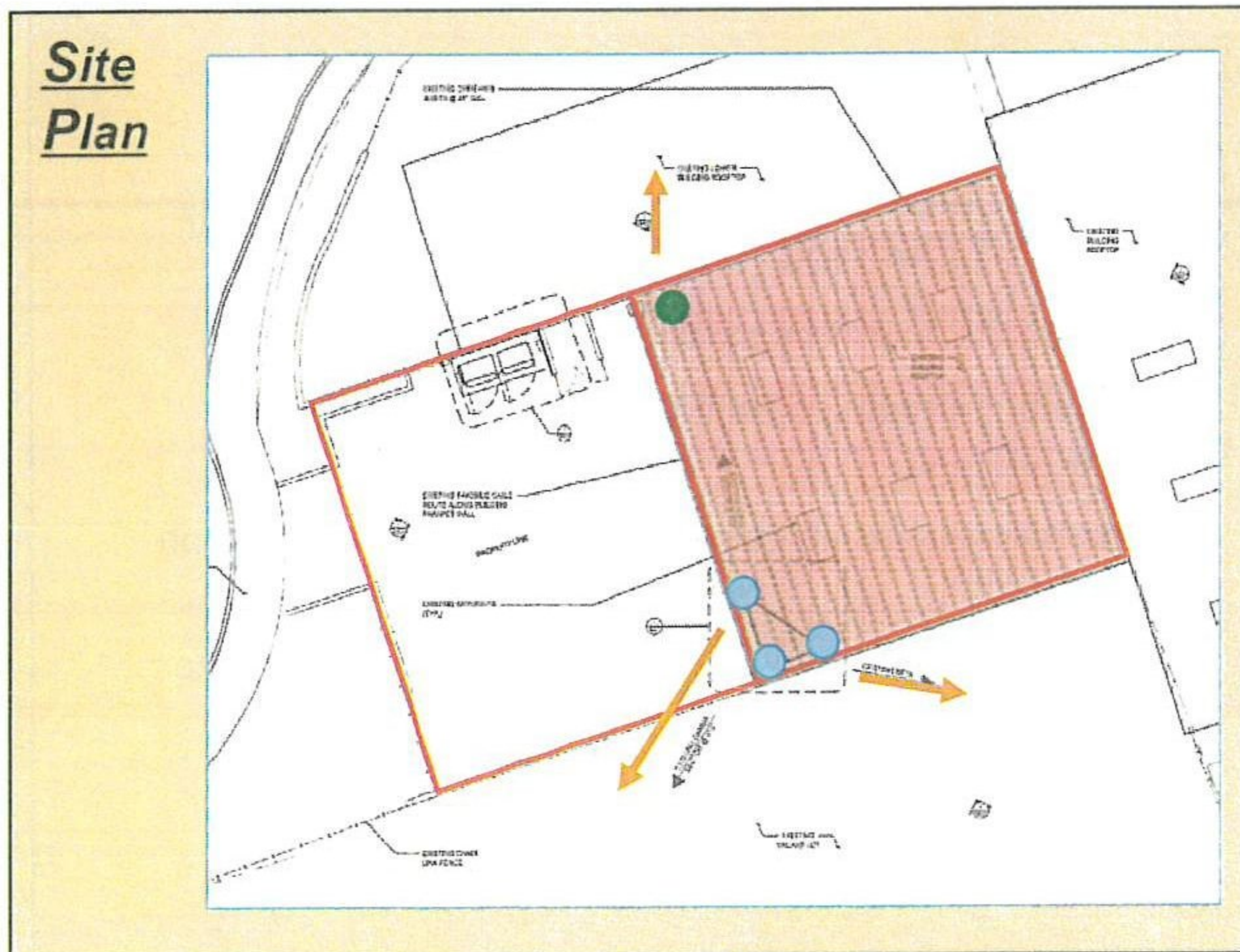
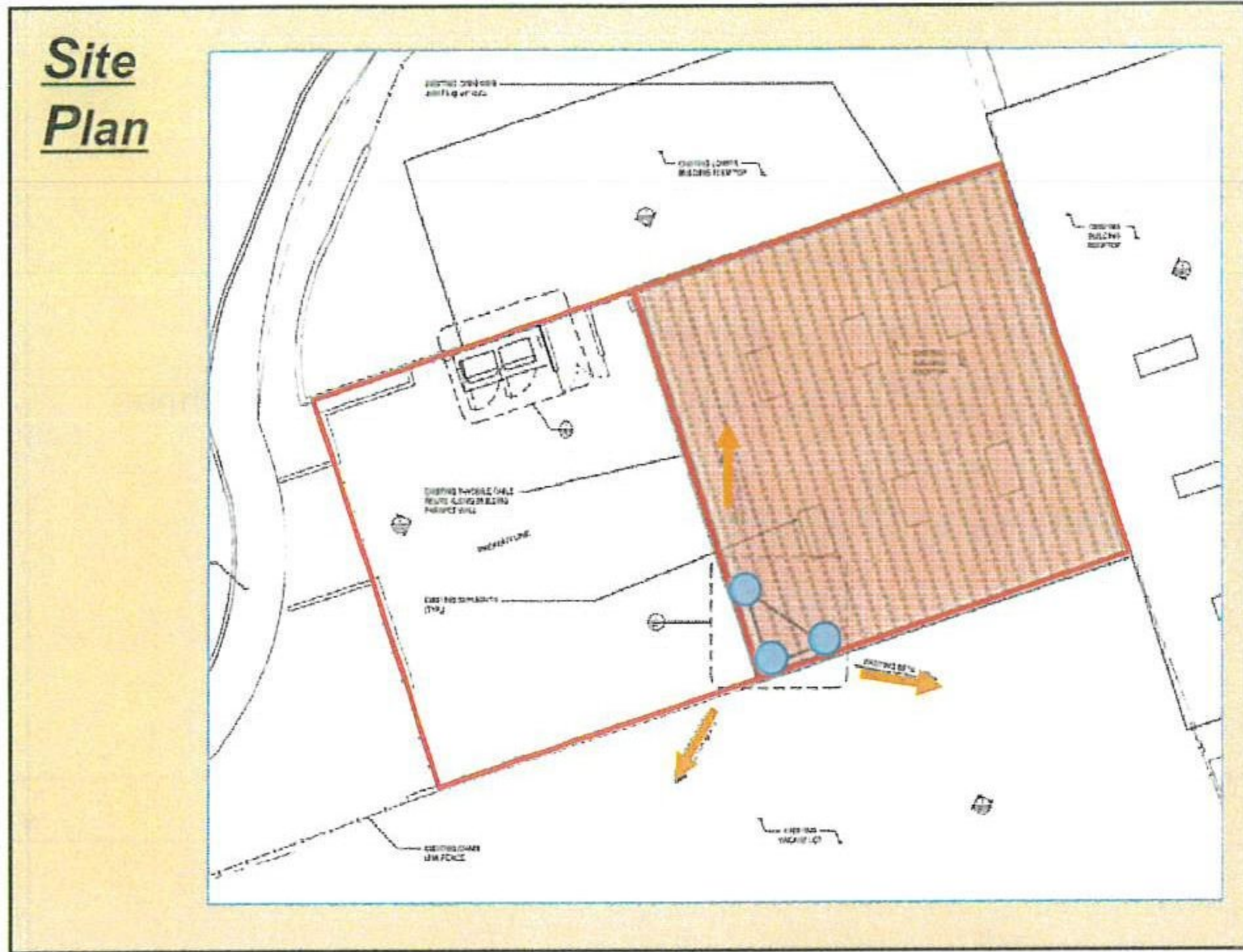


Photo Simulations

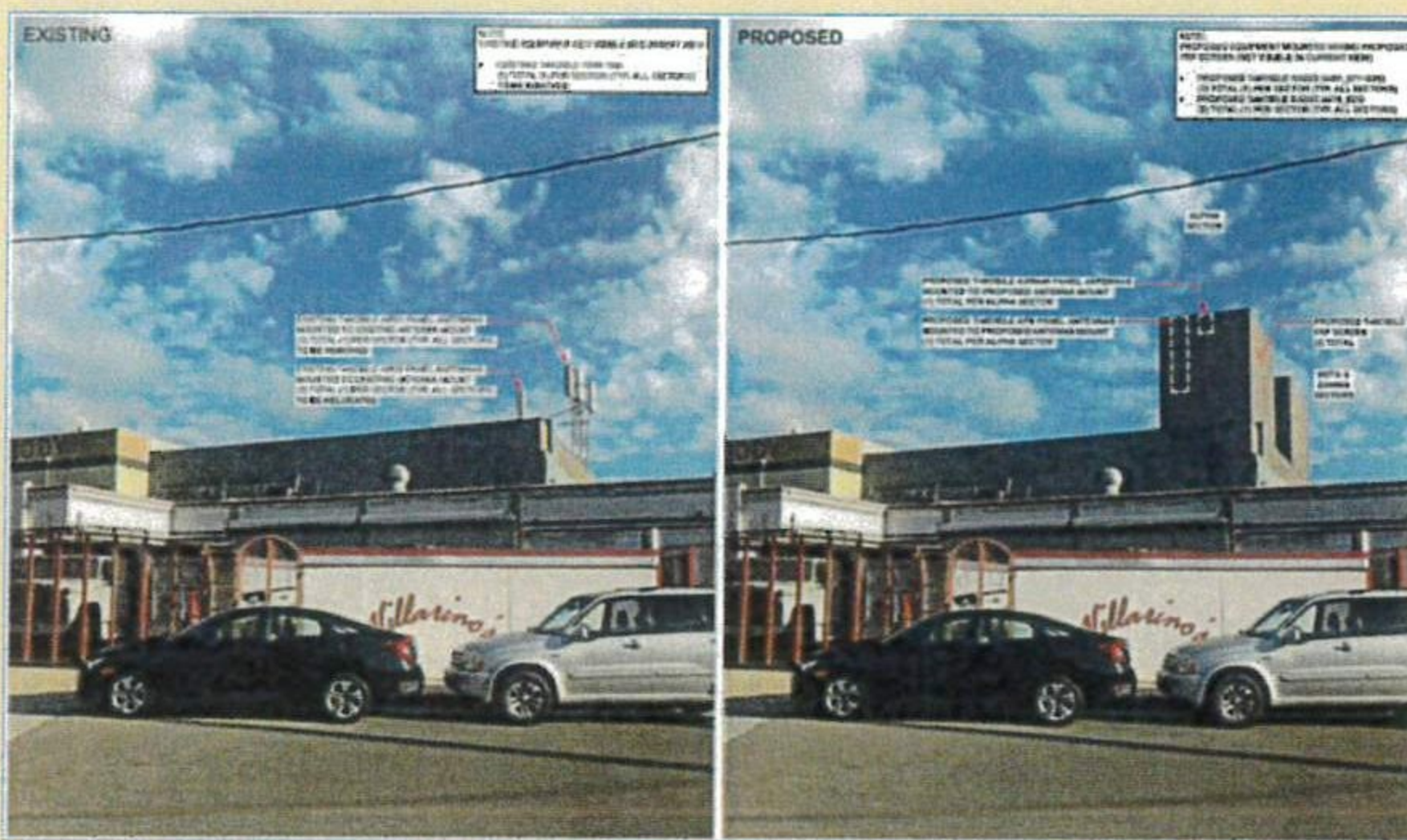
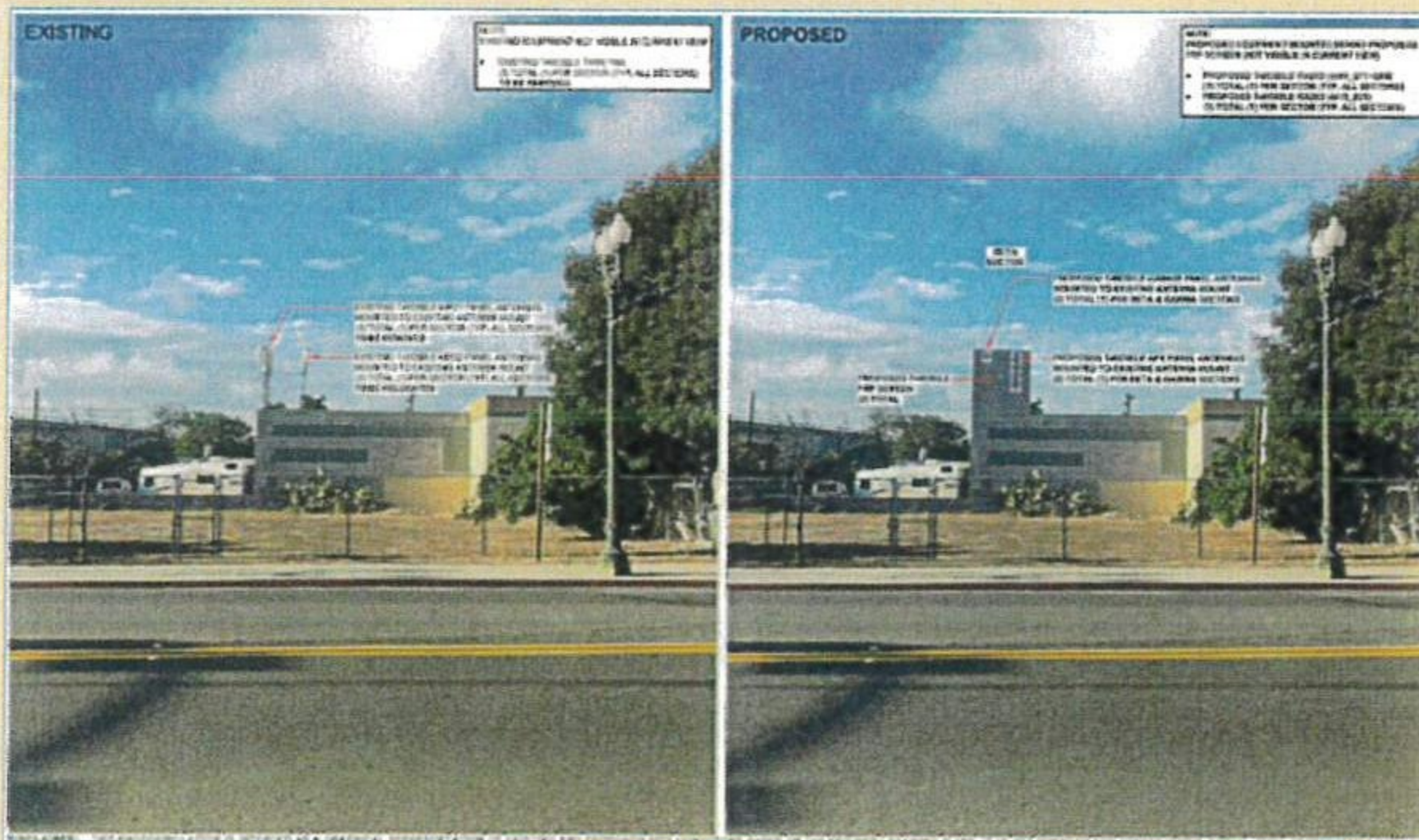


Photo Simulations



Analysis:

- Consistent with General Plan policy E-3.3 (Education and Public Participation)
 - Increase access to wireless internet connections, computers, and other forms of communication technology
- Consistent with the Land Use Code
 - Conditionally-allowed use in CL zone
 - Screening of facility
 - Located at least 75 feet from habitable structures
- 1996 Telecommunications Act
 - No regulation based on RF emissions
 - Compliance with FCC limits

Conditions/Summary:

- Conditions of Approval
 - Standard conditions specific to wireless facilities
 - Agency permits
 - Building & Fire code compliance
 - Colocation
- Use consistent with General Plan and LUC
- Meets all applicable design requirements
- Considered 'stealth'
- Improve coverage in area of limited service

Options:

- Approve CUP based on attached findings / findings determined by the Commission; or
- Deny CUP based on findings / findings determined by the Commission; or
- Continue the item for additional information
- Staff recommending approval
- Notice of Decision to City Council

Site Plan



The following page(s) contain the backup material for Agenda Item: [Notice of Decision – Planning Commission approval of a Conditional Use Permit for the relocation of an existing wireless communications facility located at 1320 Highland Avenue. \(Applicant: Verizon Wireless\) \(Case File 2022-02 CUP\) \(Planning\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: | March 1, 2022 |

AGENDA ITEM NO. |

ITEM TITLE:

Notice of Decision – Planning Commission approval of a Conditional Use Permit for the relocation of an existing wireless communications facility located at 1320 Highland Avenue. (Applicant: Verizon Wireless) (Case File 2022-02 CUP)

PREPARED BY: Martin Reeder, AICP *MR*

DEPARTMENT: Community Development

PHONE: | 619-336-4313 |

APPROVED BY: 
Director of Community Development

EXPLANATION:

The current project was approved in 2015 and is located in the rear of the parking lot for the 99 Cents Only Store at 1320 Highland Avenue, which extends west to Kimball Way. The facility is adjacent to Kimball Way. The relocation area is the roof of Kimball Tower, which is located 250 feet to the west across Kimball Way. The antennas will be screened using extensions to the existing parapet and screening walls where necessary. The relocation is in association with the Kimball Highlands (Community HousingWorks) and San Ysidro Health PACE Clinic projects, which is currently under review.

The Planning Commission conducted a public hearing on February 7, 2022. Commissioners asked questions regarding the related development project and the relocation site. One community member submitted public comment, which is attached. The Commission voted to recommend approval of the request based on the attached findings and recommended Conditions of Approval.

The attached Planning Commission staff report describes the proposal in detail.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Categorically Exempt pursuant to Class 3 Section 15303 (New Construction or Conversion of small structures)

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

BOARD / COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the Conditional Use Permit.
Ayes: DeLa Paz, Natividad, Roman, Sanchez, Sendt, Valenzuela, Yamane

ATTACHMENTS:

- | | |
|---|---|
| 1. Overhead | 4. Resolution No. 2022-02 |
| 2. Planning Commission Staff Report | 5. Reduced Plans |
| 3. Public comment from 2/7/22 Planning Commission meeting | 6. PowerPoint presentation from meeting |



1



Item no. 8
February 7, 2022

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

PLANNING COMMISSION STAFF REPORT

Title: PUBLIC HEARING – CONDITIONAL USE PERMIT FOR THE RELOCATION OF AN EXISTING WIRELESS COMMUNICATIONS FACILITY LOCATED AT 1320 HIGHLAND AVENUE.

Case File No.: 2022-02 CUP

Location: Kimball Way near the “F” Avenue intersection

Assessor’s Parcel No.: 560-410-03 (1320 Kimball Way) & 560-410-05 (1317 ‘D’ Avenue)

Staff report by: Martin Reeder, AICP – Principal Planner

Applicant: Verizon Wireless

Zoning designation: MXD-2 – Major Mixed-Use District

Adjacent land use/zoning:

- North: Park Village Condominiums and Walmart / RM-2 and MXD-2 respectively
- East: Shopping Center / MXD-2
- South: Single and multi-family residential across Kimball Avenue / RS-2 and RM-2 respectively
- West: Kimball Towers / RM-3

Environmental review: Categorically Exempt pursuant to Class 3 Section 15303 (New Construction or Conversion of small structures)

Staff recommendation: Approve

Staff Recommendation

Staff is recommending approval of the Conditional Use Permit (CUP) modification request. The proposal will remove a barrier to construction of the Kimball Highlands/San Ysidro Health PACE project, as well as increase the effectiveness of the facility due to its increased height.

Executive Summary

Verizon has applied for a Conditional Use Permit (CUP) to relocate their existing wireless telecommunications facility from the 99 Cents Only Store parking lot to the roof of Kimball Tower. The antennas will be screened using extensions to the existing parapet and screening walls where necessary.

Site Characteristics

The current project location is the parking lot for the 99 Cents Only Store at 1320 Highland Avenue, which extends west to Kimball Way. The facility is adjacent to Kimball Way. The area is south of the drainage channel between Walmart and the subject parking lot. The relocation area is the roof of Kimball Tower, which is located 250 feet to the west across Kimball Way. The existing CUP was approved in 2015. The relocation is in association with the Kimball Highlands (Community HousingWorks) and San Ysidro Health PACE Clinic projects, which is currently under review. The current location is zoned MXD-2. Kimball Tower is located in the RM-3 (Very-High- Multi-Unit Residential) zone.

Kimball Highlands Project

Kimball Highlands is a proposed two-property infill multi-family apartment development, with one property located at 14th Street and Kimball Way at 'F' Avenue (where the existing wireless facility is located), and the second property located at 1221 'D' Avenue (adjacent to the Kimball Senior Center). The development is in accordance with the fully executed Disposition and Development Agreement (DDA) between Community HousingWorks (CHW), the Community Development Commission-Housing Authority of the City of National City (CDC-HA), and San Ysidro Health.

Proposal

As mentioned above, the current project site is a wireless communications facility located on an artificial pine tree in the rear of the 99 Cents Only store located at 1320 Highland Avenue. As part of the pending Kimball Highlands / San Ysidro Health (PACE) Clinic project, the facility will need to be relocated. The applicant is proposing to relocate

the facility to the roof of the Kimball Tower building across Kimball Way to the west. All new equipment will be roof-mounted and antennas will be screened to match the architectural style of the building.

Analysis

As well as facilitating a priority City project, the proposal is consistent with General Plan policy E-3.3 (Education and Public Participation) that aims to increase access to wireless internet connections, computers, and other forms of communication technology. The proposal is also generally consistent with the Land Use Code (LUC), because wireless communications facilities are a conditionally-allowed use in the RM-3 zone. Placement of the facility on the roof will also improve the effectiveness of the antennas, which are line-of-sight. The increased height will allow the facility to reach much further than the existing condition.

Section 18.30.220 of the LUC only allows commercial wireless facilities in residential zones subject to an exception granted by the Planning Commission. In this case, the facility would be located on the roof of the building and would not interact with residential use on the property. In addition, other buildings in the City also have wireless facilities on their roofs, including the Ramada Hotel and Bay View Suites on National City Blvd., both residential occupancy buildings.

The Land Use Code requires that telecommunication facilities be sensitively designed to be compatible with, and minimize visual impacts to, surrounding areas. It also requires that telecommunication facilities and appurtenances be screened by existing or proposed landscaping, to the extent possible, without compromising reception and/or transmission.

The Land Use Code also requires telecommunication facilities to be located at least 75 feet from any habitable structure on a separate property. The proposed facility meets this requirement, as the closest habitable building on another property is located approximately 130 feet away to the northeast.

The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA). Staff has determined that the proposed use is categorically exempt from environmental review pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures), for which a Notice of the Exemption will be filed subsequent to approval of this CUP. Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment

and facilities in small structures; and, the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The proposed use would be consistent with this description as a new, small facility.

Conditions of Approval

Conditions requiring building and fire code compliance are attached, as well as standard Conditions of Approval for CUPs.

Required findings

The Municipal Code contains required findings for CUPs. There are six required findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a CUP and complies with all other applicable provisions of the Land Use Code.

The use is allowable within the RM-3 zone pursuant to a CUP, and the proposed facility meets the required telecommunication facility design guidelines that include providing the minimum distance requirements from habitable space and screening the facility.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

General Plan Policy E-3.3 encourages access to wireless internet connections, computers, and other forms of communication technology: the proposed facility will provide increased internet/cellular data as well as standard cellphone service capability. In addition, the proposed facility is a conditionally-permitted use in the RM-3 zone.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity.

The facility will be located on the roof of the building without interfering with the existing use. No future expansion of the building is proposed that the facility would conflict with. The screening for the antennas will match the architectural style of the building, in compliance with the LUC.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

The site is suitable for the proposed telecommunication facility because the building on which the facility will be located is existing, no expansion or future use that the proposal would conflict with is anticipated, and the facility will meet all development standards and distance requirements.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

The proposed facility will not be highly visible due to the height of the building compared to other development in the area, and because of screening walls around the antennas.

6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act.

The proposed project has been reviewed in compliance with the CEQA. Staff has determined the proposed use to be categorically exempt from environmental review pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures), for which a Notice of Exemption will be filed subsequent to approval of this CUP.

An additional finding has been added in reference to making an exception for the facility being located in a residential zone.

7. That the facility being located on the roof of a residential building will not impact the quality of life of building or area residents, because no residential or other use of the roof occurs or will occur in the future, antennas face away from the building and will not interact with the residential use on the property, and all other buildings are significantly lower than the subject building.

The 1996 Telecommunications Act states that, "no State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions." It should also be pointed out that if approved by a local jurisdiction, all wireless communications facilities must obtain all required state and

federal permits in order to operate. A Condition of Approval is included requiring these permits.

All occupants of both the Kimball and adjacent Morgan Tower buildings have been notified of the proposal and the Planning Commission public hearing. City policy requires all property owners and occupants within 300 feet of the project to be notified of the hearing. In this case, the total number of persons notified was 622.

Summary

The proposed project is consistent with the General Plan and Land Use Code in that it meets all applicable design requirements for wireless communication facilities. The project is considered 'stealth' in that it would screen the antennas from adjacent uses. The relocation of the facility to Kimball Tower will facilitate a priority City project (Kimball Highlands / San Ysidro Health PACE Clinic), as well as improve coverage in the area for Verizon customers.

Options

1. Approve 2022-02 CUP subject to the attached conditions, and based on attached findings or other findings as determined by the Planning Commission; or
2. Deny Approve 2022-02 CUP based on findings as determined by the Planning Commission; or,
3. Continue the item for additional information

Attachments

1. Recommended Findings
2. Recommended Conditions
3. Overhead
4. Existing Wireless Facilities Map & List
5. Public Hearing Notice (Sent to 622 property owners and occupants)
6. Notice of Exemption
7. Applicant's Plans (Exhibit A, Case File No. 2022-02 CUP, dated 1/26/2022)
8. Resolution

MARTIN REEDER, AICP
Principal Planner

ARMANDO VERGARA
Director of Community Development

RECOMMENDED FINDINGS FOR APPROVAL
2022-02 CUP – 1320 Kimball Way / 1317 'D' Avenue

1. That the proposed use is allowable within the applicable zoning district pursuant to a CUP and complies with all other applicable provisions of the Land Use Code, because use is allowable within the RM-3 zone pursuant to a CUP, and the proposed facility meets the required telecommunication facility design guidelines that include providing the minimum distance requirements from habitable space and screening the facility.
2. That the proposed use is consistent with the General Plan and any applicable specific plan, because General Plan Policy E-3.3 encourages access to wireless internet connections, computers, and other forms of communication technology: the proposed facility modifications provide increased internet/cellular data as well as standard cellphone service capability. In addition, the proposed facility is a conditionally-permitted use in the RM-3 zone.
3. That the design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the facility will be located on the roof of the building without interfering with the existing use. No future expansion of the building is proposed that the facility would conflict with. The screening for the antennas will match the architectural style of the building, in compliance with the LUC.
4. That the site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the building on which the facility will be located is existing, no expansion or future use that the proposal would conflict with is anticipated, and the facility will meet all development standards and distance requirements.
5. That granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed facility will not be highly visible due to the height of the building compared to other development in the area, and because of screening walls around the antennas.

6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act and has been determined to be categorically exempt from environmental review pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures), for which a Notice of Exemption will be filed subsequent to approval of this CUP.

7. That the facility being located on the roof of a residential building will not impact the quality of life of building or area residents, because no residential or other use of the roof occurs or will occur in the future, antennas face away from the building and will not interact with the residential use on the property, and all other buildings are significantly lower than the subject building.

RECOMMENDED CONDITIONS OF APPROVAL
2022-02 CUP – 1320 Kimball Way / 1317 'D' Avenue

General

1. This *Conditional Use Permit* authorizes the relocation of an existing wireless communications facility at 1320 Highland Avenue to the roof of Kimball Tower located at 1317 'D' Avenue. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform with Exhibit A, Case File No. 2022-02 CUP, dated 1/26/2022. Any additional antennas or facilities must be in substantial conformance with the design for installation shown on these plans.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the City Manager or assign prior to recordation.
3. *Within four (4) days of approval*, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the *County Clerk* and submitted to the National City Planning Department.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in Section 18.12.040 of the Municipal Code.

Building

5. Plans submitted for demolition and construction improvements shall comply with the current editions of the California Building, Electrical, Plumbing, Mechanical, and Fire Codes.

Fire

6. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC), National Fire Protection Association (NFPA), and California Code of Regulations (CCR).
7. The National City Fire Department shall be involved with all fire inspections for this site. Rough inspections are required for all phases of work.

Planning

8. All appropriate and required local, state and/or federal permits must be obtained and/or modified prior to operation of the wireless communications facility.
9. Antennas shall be screened from adjacent views through the use of screening walls no higher than the antennas plus one foot. Screening walls shall be textured and painted to match the architectural style and color of the existing building.
10. The reverse side of the screening walls, all associated equipment, and the antennas themselves shall be painted a neutral color that blends with the roof color and/or the surface on which they are mounted.
11. The permittee shall not object to co-locating additional facilities of other communication companies and sharing the project site, provided such shared use does not result in substantial technical or quality-of-service impairment for the permitted use. In the event a dispute arises with regard to co-locating with other existing or potential users, the City may require a third party technical study at the expense of either or both the applicant and the complaining user. This condition in no way obligates the City to approve any co-location proposal if it is determined by the City not to be desirable in a specific case.
12. The applicant or operator shall be responsible for the removal and disposal of any antennas, equipment or facilities that are abandoned, decommissioned, or become obsolete within six (6) months of discontinuance.



- Wireless facilities in National City
- Wireless facilities in unincorporated area



Wireless Communication Facilities



National City Planning Department 2012

FACILITY	APN	LOCATION	PROVIDER	FILE NO
1	562-340-44	2434 Southport	Urban Comm Rad	CUP-1992-11
			Radio communication facility (microwave transmitter)- 80-foot tall tower and 8-foot in diameter dish antenna	
2	562 340 26	300 W 28th	AirTouch	CDC Reso 94-28
			75-foot monopole with three sector antennas and 450-sa foot equipment building.	
	562-340-26	300 W 28th	Nextel	CUP-2003-30
			12 antennae on existing communications tower and a 270 square foot equipment enclosure adjacent to existing equipment	
4	559-032-02	1215 Wilson	Pac Bell	CUP-1995-11
			Located on roof of existina building. PCS facility- six roof-mounted antennas and two ground-mounted equipment boxes.	
5	557-410-03	1645 E Plaza	Pac Bell	CUP--1995-13
			Located on roof of Quality Inn. PCS facility- six panel antennas and equipment cabinet.	
6	555-086-11	910 Hoover	AirTouch	CUP-1995-18
			Located on existing building. Cellular facility- three support structures with five panel antennas each, two dish antennas and equipment cabinet	
7	556-471-24	801 National City Blvd	AT&T	CUP-1996-2
			Located on roof of Red Lion Hotel. Paging facility- four whip antennas, one global positioning satellite antenna and equipment cabinet.	
	556-471-24	801 National City Blvd	Nextel	CUP-1994-8
			Located on roof of Red Lion Hotel. ESMR facility- three whip antennas and equipment cabinet.	
	556-471-24	801 National City Blvd	Pagenet	CUP-1996-12
			Located on roof of hotel. Paging facility- four antennas and equipment cabinet one floor down from roof.	
	556-471-24	801 National City Blvd	AT&T	CUP-1999-5
			Located atop Red Lion Hotel. Wireless communication facility- four antennas and radio base svstem.	
8	554-120-30	2400 E 4th	AT&T	CUP-1996-4
			Located on roof of Paradise Valley Hospital. Paaina facility- four whip antennas, one alobal PPositioninasatellite antenna and equipment cabinet.	
9	559-160-13	1022 W Bay Marin	GTE	CUP-1996-5
			Located on a 360-sa foot building. Cellular facility- 60-foot monopole with twelve panel antennas.	
10	563-370-36	3007 Highland	Pac Bell	CUP-1996-6
			Located on existing Super Saver building. PCS facility- six panel antennas and two equipment cabinets.	
12	554-050-12	303 Palm	AirTouch	CUP-1996-8
			60-foot hiah monopole with six whip antennas, thirty directional cellular antennas, and three dishes with an eauiDmentcabinet at base.	
	554-050-12	303 Palm	Sprint PCS	CUP-2001-10
			Located on National Guard Armory property. PCS facility six antennas in three 40-foot flag poles, one GPS antenna and a new equipment building.	

14	564-471-01	3030 Plaza Bonita Rd	Nextel	CUP-1997-8	Located atop Plaza Bonita sign. ESMR facility- nine antennas and equipment cabinet.
	564-471-01	3030 Plaza Bonita Rd	Pac Bell	CUP-1996-7	Located atop the existing Plaza Bonita sign. PCS facility- three antennas and two equipment cabinets at base of sign.
16	557-420-36	1840 E 12th	Nextel	CUP-1999-4	60-foot monopole on vacant commercial lot.
20	555-082-11	111 W 9th	Sprint	CUP-2000-9	Located atop 2-story Sid's Camet Barn warehouse. Wireless communication facility- twelve wireless panel antennas and 4-inch GPS antenna.
21	555-030-21	330 National City Blvd	GTE	CUP-2000-11	Located atop Bay Theatre. Wireless communication facility- twelve panel antennas and four equipment cabinets.
22	564-250-50	2435 Sweetwater	Sprint	CUP-2000-14	Located at Sweetwater Inn. Global Positioning System with nine panel antennas.
30	557-420-36	1905 E Plaza	Sprint PCS	CUP-2001-3	53 foot tall monopole with nine panel antennas. PCS Facility with one equipment enclosure and a GPS antenna.
32	556-473-18	242 E 8th	AT&T	CUP-2001-6	Located atop an existing church.
34	563-370-35	3007 Highland	Nextel	CUP-2001-12	Located atop Sweetwater Square. New equipment building over trash enclosure, nine panel antennas and one GPS antenna.
36	563-231-38	1914 Sweetwater	Cingular	CUP-2002-3	Located on an existing 75 foot tall pole sign for the Sweetwater Town and Country Shopping Center.
37	564-310-37	3737 Sweetwater	Cingular	CUP-2002-4	72 foot tall monopole with standard equipment enclosure
39	556-101-15	241 National City Blvd	Cingular	CUP-2002-6	12 panel antennas behind four new partial parapet walls atop an existing furniture store; four equipment cabinets outside
40	558-200-24	2415 E 18th	Cingular	CUP-2002-13	Panel antennas located inside new light standards; equipment located inside existing commercial building
41	556-354-13	716 Highland	AT&T	CUP-2002-14	Six facade mounted panel antennas with equipment on roof of PacBell switching station. Equipment screened to match existing.
44	556-590-61	1019 Highland	Sprint PCS	CUP-2002-24	6 panel antennas in a new monument sign in the South Bay Plaza shopping center
	556-590-61	1019 Highland	Cingular	CUP-2002-2	Located atop South Bay Plaza on an existing mechanical equipment screen.
51	552-283-11	2323 E Division	Sprint	CUP-2004-6	3 panel antennas in a 9x10x16 roof-mounted cupola

15

52	560-191-30	1701 D Ave	Nextel	CUP-2004-12	12 panel antennas on a 57' faux broadleaf tree with 230 square foot equipment enclosure
53	551-570-20	51 N Highland	Sprint	CUP-2004-15	2 panel antennas in a 45' flagpole with 4 wall-mounted equipment cabinets
55	563-231-39	1914 Sweetwater	Nextel	PC Reso 20-2002	2 panel antennas in a 45' flagpole with 4 wall-mounted equipment cabinets
57	554-120-24	2701 E 8th	Cingular	PC Reso 02-2001	Co-location in church spire-3 antennas within existing architectural feature
	554-120-24	2701 E 8th	T-Mobile	CUP-2000-19	Located at existing church. Antennas located in a 60-foot monument.
	554-120-24	2701 E 8th	Sprint	CUP-2000-27	12 panel antennas mounted on exterior of self-storage building and painted to match; all equipment located inside of the buildings
	554-120-24	2701 E 8th	AT&T	CUP-2000-19	Located at existing church. Antennas located in a 60-foot monument
58	558-030-30	1035 Harbison	Nextel	CUP-2005-3	12 panel antennas on a monopalm with 299 SQ.ft. equipment enclosure.
60	556-510-12	914 E 8th	Cingular	CUP-2005-10	12 panel antennas on 39-ft monopine with 280 sq. ft. equipment shelter
61	559-040-53	1439 Tidelands	Cingular	CUP-2005-9	12 panel antennas on monopalm with associated equipment shelter
	559-040-53	1445 Tidelands	Nextel	CUP-2000-31	40-foot monopalm with three sectors of four antennas each and equipment shelter
63	562-200-02	2900 Highland	Cingular	CUP-2005-12	3 antennas on replacement light standard with associated equipment shelter
64	563-010-47	2605 Highland	Cricket	CUP-2006-11	3 antennas in new architectural feature of church with associated equipment
	563-010-47	2605 Highland	Sprint	CUP-2002-18	Six panel antennas and equipment inside a new 54 foot tall monument/cross/sign.
65	557-420-31	1900 E Plaza	Cricket	CUP-2006-6	3 antennas on new faux palm tree with associated equipment
	557-420-31	1900 E Plaza	Cingular	CUP-2004-4	5 panel antennas in a new pole sign at Jimmy's Restaurant
67	561-222-23	1526-40 E 18th	T-Mobile	CUP-2006-10	12 panel antennas on a new 45-foot tall faux pine tree with associated equipment shelter
68	564-471-07	3030 Plaza Bonita Rd	Cingular	CUP-2005-24	12 antennas facade mounted to new rooftop enclosure that will house equipment

68	564-471-07	3030 Plaza Bonita Rd	Verizon	CUP-2003-13	12 panel antennas on the roof of the Plaza Bonita Mall behind a screen wall
69	559-106-17	525 W 20th	Cricket	CUP-2005-25	3 antennas on existing self storage building painted to match with associated equipment
	559-106-17	525 W 20th	Sprint	CUP-2001-4	Located on existina storaae building. Wireless communication facility- 9 antennas and equipment building.
70	554-050-15	2005 E 4th	Cricket	PC Reso 09-2003	3 antennas on existing light standard with associated equipment shelter
	554-050-15	2005 E 4th	Cingular	CUP-2003-5	12 panel antennas on a replacement 100 foot light standard in EITovon park and a 160 square foot equipment enclosure.
	554-050-15	2005 E 4th	GTE	CUP-1998-4	Located in EITovon Park. Cellular facility- 97'8" monopole with twelve panel antennas, three omni antennas, and 192-sqfoot equipment building.
	554-050-15	2005 E 4th	Nextel	CUP-2005-15	12 panel antennas on a 47-foot tall faux-broadleaf awith 230 sq. ft.equipment shelter
71	564-290-06	3820 Cagle St	Cricket	PC RESO 10-2004	3 antennas on existing faux pine tree with vaulted equipment shelter
	564-290-06	3820 Cagle St	Sprint	CUP-2001-2	Located at Sweetwater Heights Centennial Park. Wireless communication facility- 35-foot pole with six antennas, equipment building and adiacent liathing for the park.
	564-290-06	3820 Cagle St	T-Mobile	CUP-2004-3	Located at Sweetwater Heights Centennial Park. Wireless communication facilitv- 55-foot monopine with twelve panel antennas and equipment building
	564-290-06	3820 Cagle St	Cingular	PC Reso 11-2002	Co-location on 55-foot monopine - additional 12 panel antennas and new 275 SQ.ft. equipment vault
72	669-060-26	5800 Boxer Rd	Cricket	PC RESO 32-2003	3 antennas on existing water tower with associated equipment shelter
	669-060-26	5800 Boxer Rd	T-Mobile	CUP-2003-16	12 panel antennas on the outside of the 0.0. Arnold water tank and a 150 square foot equipment enclosure adiacent to the tank
	669-060-26	5800 Boxer Rd	Sprint	PC Reso 32-2003	6 panel antennas on the outside of the 0.0. Arnold water tank and a 360 square foot equipment enclosure adjacent
	669-060-26	5800 Boxer Rd	Cingular	CUP-2005-21	12 panel antennas on the outside of the 0.0. Arnold water tank and a 520 square foot equipment enclosure adjacent
	669-060-26	5800 Boxer Rd	Cingular	CUP-2005-21	12 panel antennas on the outside of the 0.0. Arnold water tank and a 520 square foot equipment enclosure adjacent
73	562-330-43	152 W 33rd	Cricket	PC Reso 21-2002	3 antennas on existing self storage within matching architectural projection with associated equipment
	562-330-43	152 W 33rd	Sprint	CUP-2002-8	12 panel antenas mounted on exterior of self-storage building and painted to match; all equipment located inside of the

74	555-053-17	700 NCB	Cricket	PC Reso 05-2000	3 antennas facade mounted to existina hotel with associated equipmen
	555-053-17	700 NCB	Metricom	CUP-2000-4	Located atop Holiday Inn. Wireless communication facility with equipment cabinet.
	555-053-17	700 NCB	Skytel	CUP-2000-30	Located atop Holiday Inn Hotel. - 8-foot whip antenna, two 4x2-foot panel antennas, and one GPS antenna with two indoor equipment cabinets.
75	560-203-03	1800 National City Blvd	Nextel	CUP-2006-15	15 panel antennas behindscreen wall atop existing car dealership with associated equipment
76	561-360-35	1810 E 22nd	Cricket	2007-14 CUP	3 antennas on recreation building at Las Palmas Park
	561-360-35	1820 E 22nd	Sprint-Nextel	CUP-2000-8	Located in Las Palmas Park. Monopalm and equipment along with live palms.
78	560-143-36	1703 Hoover	Cleawire	2009-22 CUP	9 antennas located on 3 different locations on industrial/ warehouse building. Each location will have 2 pannel antennas. Associated equipment will be located in building
79	559-180-33	700 Bay Marina Dr	Cleawire	2009-23 CUP	9 antennas on tower of Marina Gateway Plaza commercial building hidden behind parapet wall. 6-foot tall equiptmant cabinet on roof below tower will be mostly covered
80	560-151-20	142 E 16th	AT&T	2010-11 CUP	6 panel antennas and RF transparent cupola atop National City Ministry Church, as well as a 330 sq ft equipment/storage/trash enclosure on the ground. The 8-foot tall Cupola will have a cross afixed to it in order to appea as part of the church
81	561-271-01	2005 Highland Ave	Plancom	2010-31 CUP	12 antenas on a 43-foot mono-palm on eastern property line
	561-271-01	2005 Highland	T-Mobile	CUP-2003-4	12 antennas on the roof of a Highland Avenue office building
	561-271-01	2005 Highland	Cingular	CUP-2006-2	12 antennas on the roof of a Highland Avenue office building with new cupola to match existing
82	563-184-47	2909 Shelby Dr		P95-025	75-foot monopole and equipment building.
83	563-062-17	2524 Prospect St	AT&T	ZAP99-028	35-foot monopalm with three sector directional antenna system and equipment cabinets.
85	564-310-32	3312 Bonita Heights Lane	AT&T	ZAP00-133	
86	563-063-29	2563 Grove St	AT&T	MUP91-026W2	

86	563-063-29	2563 Grove St	P91-026W
	Monopole located aside live palm trees.		



CITY OF NATIONAL CITY - PLANNING DIVISION
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF PUBLIC HEARING

CONDITIONAL USE PERMIT FOR THE RELOCATION OF
AN EXISTING WIRELESS COMMUNICATIONS FACILITY
LOCATED AT 1320 HIGHLAND AVENUE.
CASE FILE NO.: 2022-02 CUP

The National City Planning Commission will hold a public hearing at their regular online meeting after the hour of 6:00 p.m. **Monday, February 7, 2022** on the proposed request. The meeting will be LIVE WEBCAST from the City Council Chamber, 1243 National City Boulevard, National City, California. (Applicant: Verizon Wireless)

Due to the precautions taken to combat the spread of coronavirus (COVID-19), City Hall, including the City Council Chambers, are closed to the public. Anyone interested in this public hearing may observe it on the City's website at <http://www.nationalcityca.gov/government/city-clerk/council-webcast>.

The current project site is a wireless communications facility located on an artificial pine tree in the rear of the 99 Cents Only store located at 1320 Highland Avenue. The facility is adjacent to Kimball Way. As part of the pending Kimball Highlands / San Ysidro Health (PACE) Clinic project, the facility will need to be relocated. The applicant is proposing to relocate the facility to the roof of the Kimball Tower building across Kimball Way to the west. All new equipment will be roof-mounted and antennas will be screened to match the architectural style of the building.

Members of the public are invited to comment. Written comments should be received on or before 4:00 p.m., **February 7, 2022** by the Planning Division, who can be contacted at 619-336-4310 or planning@nationalcityca.gov.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

NATIONAL CITY PLANNING DIVISION



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

NOTICE OF EXEMPTION

TO: Assessor/Recorder/County Clerk
Attn: Fish and Wildlife Notices
1600 Pacific Highway, Suite 260
San Diego, CA 92101
MS: A-33

Lead Agency: City of National City

Project Title: 2022-02 CUP

Project Location: 1317 'D' Avenue, National City, CA.

Contact Person: Martin Reeder

Telephone Number: (619) 336-4313

Description of Nature, Purpose and Beneficiaries of Project:

Conditional Use Permit for relocation of an existing wireless communications facility to the roof of a multi-unit residential building. The project would facilitate a regional housing and health project and improve signal strength and service area for Verizon Wireless customers.

Applicant:

Annette Banuelos
Fulsang Architecture, Inc.
3471 Via Lido, Suite 202
Newport Beach, CA 92663

Telephone Number:

(949) 838-4139

Exempt Status:

- Categorical Exemption. Class 3 Section 15303 (New Construction or Conversion of small structures)**

Reasons why project is exempt:

There is no possibility that the proposed use will have a significant impact on the environment because the facility will be located on the roof of an existing multi-unit residential building, the antennas will be screened and will not affect use of the property.

Date:

MARTIN REEDER, AICP
Principal Planner

Martin Reeder

From: Martin Reeder
Sent: Monday, February 7, 2022 10:20 AM
To: Tonya Hussain
Subject: FW: Wireless Relocation

From: David Welch
Sent: Tuesday, February 1, 2022 4:23 PM
To: Martin Reeder <mreeder@nationalcityca.gov>
Subject: FW: Wireless Relocation

FYI

From: Maria Mora
Sent: Tuesday, February 1, 2022 4:17 PM
To: Planning <Planning@nationalcityca.gov>
Subject: Wireless Relocation

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

I disagree with this proposal. I am a cardiac patient in critical care and have a pacemaker/defibrillator implanted in my chest. All this equipment can interfere with my device. I am 100% dependent on this device. My heart will stop without it and I will die.

I live on the 6th floor in Kimball Towers. There may be other residents here, that have pacemakers, defibrillators or other life saving equipment that would be affected.

Please reconsider another location. This is a life and death matter for some of us.

Thank you for your consideration.

Sincerely,

Maria S. Mora

[Sent from Yahoo Mail on Android](#)

ATTACHMENT 3

RESOLUTION NO. 2022-03

A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF NATIONAL CITY, CALIFORNIA,
APPROVING A CONDITIONAL USE PERMIT FOR
THE RELOCATION OF AN EXISTING WIRELESS COMMUNICATIONS FACILITY
LOCATED AT 1320 HIGHLAND AVENUE.
CASE FILE NO. 2022-02 CUP
APN: 560-410-03 & 560-410-05

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for the relocation of an existing wireless communications facility located at 1320 Highland Avenue at a duly advertised public hearing held on February 7, 2022, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2022-02 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

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

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

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on February 7, 2022, support the following findings:

1. That the proposed use is allowable within the applicable zoning district pursuant to a CUP and complies with all other applicable provisions of the Land Use Code, because use is allowable within the RM-3 zone pursuant to a CUP, and the proposed facility meets the required telecommunication facility design guidelines that include providing the minimum distance requirements from habitable space and screening the facility.

ATTACHMENT 4

2. That the proposed use is consistent with the General Plan and any applicable specific plan, because General Plan Policy E-3.3 encourages access to wireless internet connections, computers, and other forms of communication technology: the proposed facility modifications provide increased internet/cellular data as well as standard cellphone service capability. In addition, the proposed facility is a conditionally-permitted use in the RM-3 zone.
3. That the design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the facility will be located on the roof of the building without interfering with the existing use. No future expansion of the building is proposed that the facility would conflict with. The screening for the antennas will match the architectural style of the building, in compliance with the LUC.
4. That the site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the building on which the facility will be located is existing, no expansion or future use that the proposal would conflict with is anticipated, and the facility will meet all development standards and distance requirements.
5. That granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed facility will not be highly visible due to the height of the building compared to other development in the area, and because of screening walls around the antennas.
6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act and has been determined to be categorically exempt from environmental review pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures), for which a Notice of Exemption will be filed subsequent to approval of this CUP.
7. That the facility being located on the roof of a residential building will not impact the quality of life of building or area residents, because no residential or other use of the roof occurs or will occur in the future, antennas face away from the building and will not interact with the residential use on the property, and all other buildings are significantly lower than the subject building.

BE IT FURTHER RESOLVED that the application for Conditional Use Permit is approved subject to the following conditions:

General

1. This *Conditional Use Permit* authorizes the relocation of an existing wireless communications facility at 1320 Highland Avenue to the roof of Kimball Tower located at 1317 'D' Avenue. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform with Exhibit A, Case File No. 2022-02 CUP, dated 1/26/2022. Any additional antennas or facilities must be in substantial conformance with the design for installation shown on these plans.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the City Manager or assign prior to recordation.
3. *Within four (4) days of approval*, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the *County Clerk* and submitted to the National City Planning Department.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in Section 18.12.040 of the Municipal Code.

Building

5. Plans submitted for demolition and construction improvements shall comply with the current editions of the California Building, Electrical, Plumbing, Mechanical, and Fire Codes.

Fire

6. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC), National Fire Protection Association (NFPA), and California Code of Regulations (CCR).
7. The National City Fire Department shall be involved with all fire inspections for this site. Rough inspections are required for all phases of work.

Planning

8. All appropriate and required local, state and/or federal permits must be obtained and/or modified prior to operation of the wireless communications facility.
9. Antennas shall be screened from adjacent views through the use of screening walls no higher than the antennas plus one foot. Screening walls shall be textured and painted to match the architectural style and color of the existing building.
10. The reverse side of the screening walls, all associated equipment, and the antennas themselves shall be painted a neutral color that blends with the roof color and/or the surface on which they are mounted.
11. The permittee shall not object to co-locating additional facilities of other communication companies and sharing the project site, provided such shared use does not result in substantial technical or quality-of-service impairment for the permitted use. In the event a dispute arises with regard to co-locating with other existing or potential users, the City may require a third party technical study at the expense of either or both the applicant and the complaining user. This condition in no way obligates the City to approve any co-location proposal if it is determined by the City not to be desirable in a specific case.
12. The applicant or operator shall be responsible for the removal and disposal of any antennas, equipment or facilities that are abandoned, decommissioned, or become obsolete within six (6) months of discontinuance.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of February 7, 2022, by the following vote:

AYES: Sendt, Sanchez, Dela Paz, Natividad, Yamane, Valenzuela, Roman


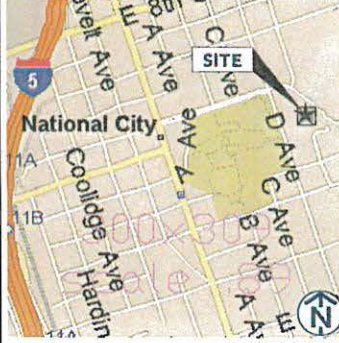





NAYS: None.

ABSENT: None.

ABSTAIN: None.

DocuSigned by:
Ditas Yamane
3307B87CDE041D
CHAIRPERSON
Ditas Yamane

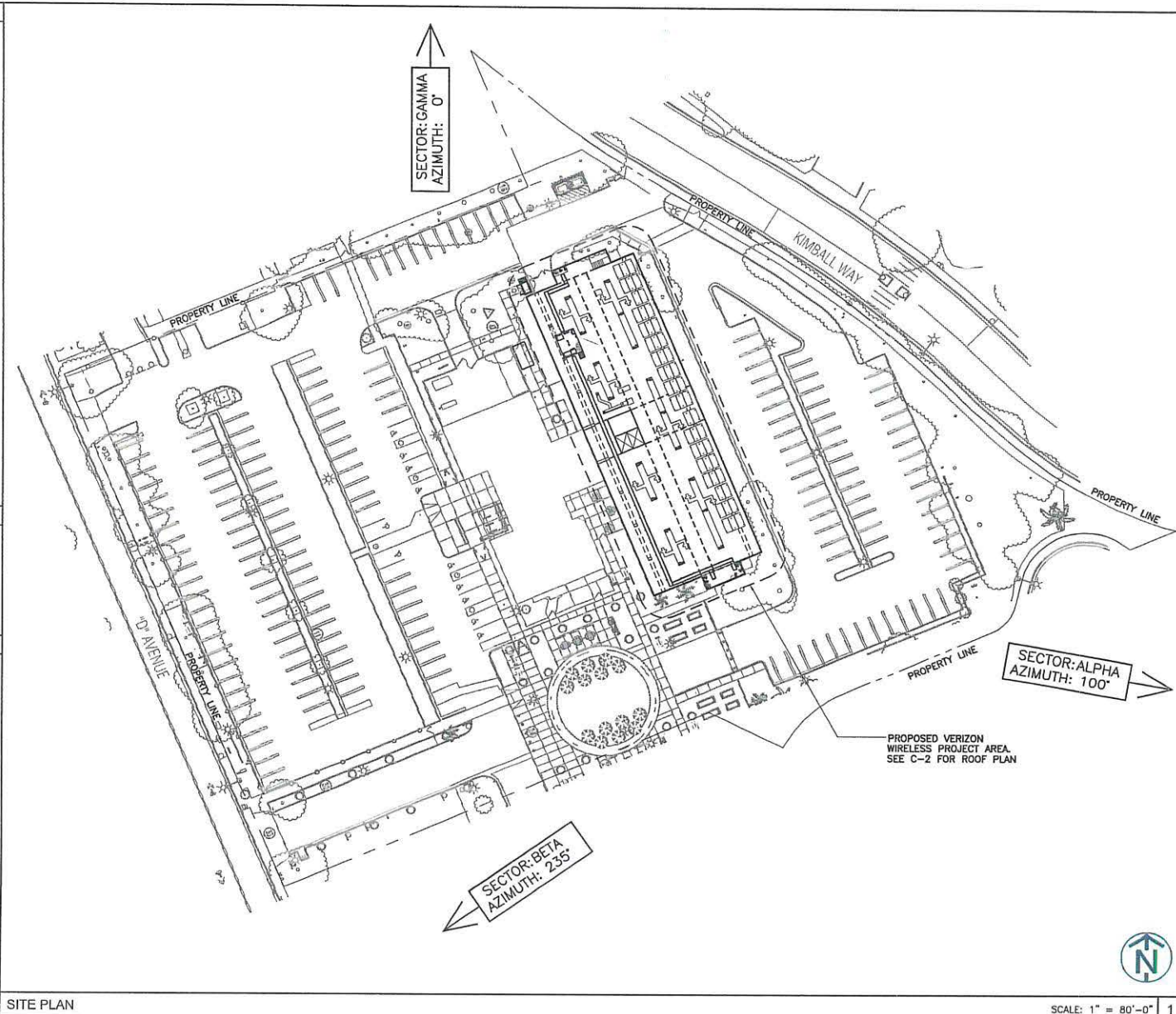
2/14/2022 | 3:17 PM PST

<p align="center">SCOPE OF WORK</p> <p>THE SCOPE OF WORK CONSISTS OF:</p> <ul style="list-style-type: none"> • PROPOSED EQUIPMENT STEEL PLATFORM • PROPOSED CABINETS • PROPOSED ANTENNAS • PROPOSED GENERATOR <ul style="list-style-type: none"> • CONTRACTOR SHALL FURNISH ALL MATERIAL WITH THE EXCEPTION OF VERIZON SUPPLIED MATERIAL. • ALL MATERIAL SHALL BE INSTALLED BY THE CONTRACTOR, UNLESS STATED OTHERWISE. <hr/> <p align="center">APPROVALS</p> <p>REAL ESTATE: _____</p> <p>RF: _____</p> <p>CONSTRUCTION: _____</p> <p>OPERATIONS: _____</p> <p>FACILITIES: _____</p> <p>EQUIPMENT ENGINEERING: _____</p>	<p align="center">VICINITY MAP</p>  <p align="center">NO SCALE</p>	<p align="center">REGIONAL MAP</p>  <p align="center">NO SCALE</p>	<p align="center">DIRECTIONS</p> <p>SCAN QR CODE FOR LINK TO SITE LOCATION MAP</p> 	<p align="center">PROJECT CONSULTANTS</p> <p>APPLICANT REPRESENTATIVE: FULLERTON ENGINEERING CONSULTANTS, LLC ADDRESS: 1100 E. WOODFIELD ROAD, SUITE 500 SCHAUMBURG, ILLINOIS 60173 CONTACT: PATRICK INKMANN (849) 400-6368 EMAIL: pinkmann@fullertonengineering.com</p> <p>APPLICANT: VERIZON WIRELESS ADDRESS: 15505 SAND CANYON AVENUE IRVINE, CA 92618</p> <p>ENGINEER/STRUCTURAL: FULLERTON ENGINEERING CONSULTANTS, LLC ADDRESS: 1100 E. WOODFIELD ROAD, SUITE 500 SCHAUMBURG, ILLINOIS 60173 CONTACT: SARGIZ MIRZAEI (847) 908-8497 EMAIL: smirzaei@fullertonengineering.com</p>	 <p align="center">VERIZON WIRELESS 15505 SAND CANYON AVENUE IRVINE, CALIFORNIA 92618 (949) 286-7000</p>  <p align="center">1100 E. WOODFIELD ROAD, SUITE 500 SCHAUMBURG, ILLINOIS 60173 TEL: 847-908-8400 www.FullertonEngineering.com</p>																																
 <p align="center">MORGAN KIMBALL INITIAL BUILD - RELO</p> <p align="center">1317 D AVENUE NATIONAL CITY, CA 91950</p> <p align="center">ATTACHMENT 5</p>					<p align="center">PROJECT INFORMATION</p> <p>SITE NAME: MORGAN KIMBALL LOCATION NUMBER: 270198 SITE ADDRESS: 1317 D AVENUE NATIONAL CITY, CA 91950 PROJECT TYPE: ANTENNA ADD SITE TYPE: ROOFTOP</p> <p>COUNTY: SAN DIEGO JURISDICTION: CITY OF NATIONAL CITY</p> <p>SITE COORDINATES: FROM RFDS LATITUDE: 32.672977° LONGITUDE: -117.1002055° GROUND ELEV. (A.M.S.L.): 15'</p> <p>TOWER OWNER: COMMUNITY HOUSING WORKS 2815 CAMINO DEL RIO SOUTH SAN DIEGO, CA 92108</p> <p>PROPOSED USE: TELECOMMUNICATIONS FACILITY</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>12/17/21</td> <td>90% REVIEW</td> <td>EC</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p align="center">I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE CODES.</p> <div style="border: 1px solid black; padding: 5px; transform: rotate(-45deg); transform-origin: center;"> <p align="center">PRELIMINARY NOT FOR CONSTRUCTION</p> </div>  <p align="center">Know what's below. Call before you dig.</p>	REV	DATE	DESCRIPTION	BY	A	12/17/21	90% REVIEW	EC																	<p>SITE NAME</p> <p align="center">MORGAN KIMBALL</p> <hr/> <p>LOCATION NUMBER:</p> <p align="center">270198</p> <hr/> <p>SITE ADDRESS</p> <p align="center">1317 D AVENUE NATIONAL CITY, CA 91950</p> <hr/> <p>SHEET NAME</p> <p align="center">TITLE SHEET</p> <hr/> <p>SHEET NUMBER</p> <p align="center">T-1</p>						
REV	DATE	DESCRIPTION	BY																																		
A	12/17/21	90% REVIEW	EC																																		
<p>ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES.</p> <table style="width:100%; border: none;"> <tr> <td style="width:50%;">2019 CALIFORNIA BUILDING CODE</td> <td style="width:50%;">2019 CALIFORNIA ELECTRICAL CODE</td> </tr> <tr> <td>2019 CALIFORNIA RESIDENTIAL CODE</td> <td>2019 CALIFORNIA GREEN CODE</td> </tr> <tr> <td>2019 CALIFORNIA MECHANICAL CODE</td> <td>CITY/COUNTY ZONING ORDINANCES</td> </tr> <tr> <td>2019 CALIFORNIA PLUMBING CODE</td> <td></td> </tr> </table> <ul style="list-style-type: none"> • FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. • ADA ACCESS REQUIREMENTS ARE NOT REQUIRED. • THIS FACILITY DOES NOT REQUIRE POTABLE WATER AND WILL NOT PRODUCE ANY SEWAGE 					2019 CALIFORNIA BUILDING CODE	2019 CALIFORNIA ELECTRICAL CODE	2019 CALIFORNIA RESIDENTIAL CODE	2019 CALIFORNIA GREEN CODE	2019 CALIFORNIA MECHANICAL CODE	CITY/COUNTY ZONING ORDINANCES	2019 CALIFORNIA PLUMBING CODE		<p align="center">DRAWING INDEX</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">T-1</td> <td>TITLE SHEET</td> </tr> <tr> <td>Z-1</td> <td>SITE PLAN</td> </tr> <tr> <td>Z-2</td> <td>ROOF PLAN</td> </tr> <tr> <td>Z-3</td> <td>ELEVATIONS</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	T-1	TITLE SHEET	Z-1	SITE PLAN	Z-2	ROOF PLAN	Z-3	ELEVATIONS																
2019 CALIFORNIA BUILDING CODE	2019 CALIFORNIA ELECTRICAL CODE																																				
2019 CALIFORNIA RESIDENTIAL CODE	2019 CALIFORNIA GREEN CODE																																				
2019 CALIFORNIA MECHANICAL CODE	CITY/COUNTY ZONING ORDINANCES																																				
2019 CALIFORNIA PLUMBING CODE																																					
T-1	TITLE SHEET																																				
Z-1	SITE PLAN																																				
Z-2	ROOF PLAN																																				
Z-3	ELEVATIONS																																				
<p>DRAWING SCALES ARE FOR 11"x17" SHEETS</p>					<p align="right">PROJECT# 2020.0223.0012</p>																																

GENERAL ABBREVIATIONS	
AFF	ABOVE FINISHED FLOOR
AGL	ABOVE GRADE LEVEL
AMSL	ABOVE MEAN SEA LEVEL
APPROX	APPROXIMATE
ATS	AUTOMATIC TRANSFER SWITCH
AWG	AMERICAN WIRE GAUGE
BLDG	BUILDING
C	CENTERLINE
CLR	CLEAR
COL	COLUMN
CONC	CONCRETE
COND	CONDUIT
DIA	DIAMETER
DWG	DRAWING
FT	FOOT(FEET)
EGB	EQUIPMENT GROUND BAR
ELEC	ELECTRICAL
EMT	ELECTRICAL METALLIC TUBING
ELEV	ELEVATION
EQUIP	EQUIPMENT
(E)	EXISTING
EXT	EXTERIOR
FND	FOUNDATION
F	FIBER
GA	GAUGE
CALV	GALVANIZED
GPS	GLOBAL POSITIONING SYSTEM
GND	GROUND
LP	LIQUID PROPANE
MAX	MAXIMUM
MFR	MANUFACTURER
MOB	MASTER GROUND BAR
MIN	MINIMUM
MTS	MANUAL TRANSFER SWITCH
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
OE/OT	OVERHEAD ELECTRIC/TELCO
PPC	POWER PROTECTION CABINET
PL	PROPERTY LINE
RGS	RIGID GALVANIZED STEEL
IN	INCH(ES)
INT	INTERIOR
LB(S), #	POUND(S)
SF	SQUARE FOOT
STL	STEEL
TYP	TYPICAL
UE/UT	UNDERGROUND ELECTRIC/TELCO
UNO	UNLESS NOTED OTHERWISE
VIF	VERIFY IN FIELD
W/	WITH
XFMR	TRANSFORMER

TELECOM ABBREVIATIONS	
AWS	ADVANCED WIRELESS SERVICES
C	CELLULAR
LTE	LONG TERM EVOLUTION
PCS	PERSONAL COMMUNICATIONS SERVICES
RRU	REMOTE RADIO UNIT
TMA	TOWER MOUNTED AMPLIFIER

SYMBOLS	
▲	REVISION
●	WORK POINT
○	UTILITY POLE
▨	BRICK
▩	COMPRESSED STONE
▤	CONCRETE
▦	EARTH
▧	GRAVEL
---	CENTERLINE
- - - -	PROPERTY LINE
---	LEASE LINE
- - - -	EASEMENT LINE
---	FENCE
-X-X-	CHAINLINK
-O-O-	WOOD
-□-□-	WROUGHT IRON
-E-E-	ELECTRIC
-OE-OE-	OVERHEAD
-UE-UE-	UNDERGROUND
-F-F-	FIBER
-OF-OF-	OVERHEAD
-UF-UF-	UNDERGROUND
-T-T-	TELEPHONE
-OT-OT-	OVERHEAD
-UT-UT-	UNDERGROUND
-DC-DC-	DCPOWER



VERIZON WIRELESS
15505 SAND CANYON AVENUE
IRVINE, CALIFORNIA 92618
(949) 285-7000

1100 E. WOODFIELD ROAD, SUITE 500
SCHAUMBURG, ILLINOIS 60173
TEL: 847-908-8400
www.FullertonEngineering.com

REV	DATE	DESCRIPTION	BY
A	12/17/21	90% REVIEW	EC

I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE CODES.

PRELIMINARY NOT FOR CONSTRUCTION

SITE NAME
MORGAN KIMBALL

LOCATION NUMBER:
270198

SITE ADDRESS
**1317 D AVENUE
NATIONAL CITY, CA
91950**

SHEET NAME
SITE PLAN

SHEET NUMBER
Z-1

SITE PLAN

SCALE: 1" = 80'-0" 1



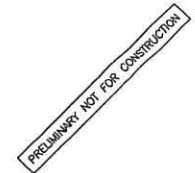
VERIZON WIRELESS
 15505 SAND CANYON AVENUE
 IRVINE, CALIFORNIA 92618
 (949) 286-7000



1100 E. WOODFIELD ROAD, SUITE
 500
 SCHALMBURG, ILLINOIS 60173
 TEL: 847-908-8400
 www.FullertonEngineering.com

REV	DATE	DESCRIPTION	BY
A	12/17/21	90% REVIEW	EC

I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE CODES.



SITE NAME

MORGAN KIMBALL

LOCATION NUMBER:

270198

SITE ADDRESS

1317 D AVENUE
 NATIONAL CITY, CA
 91950

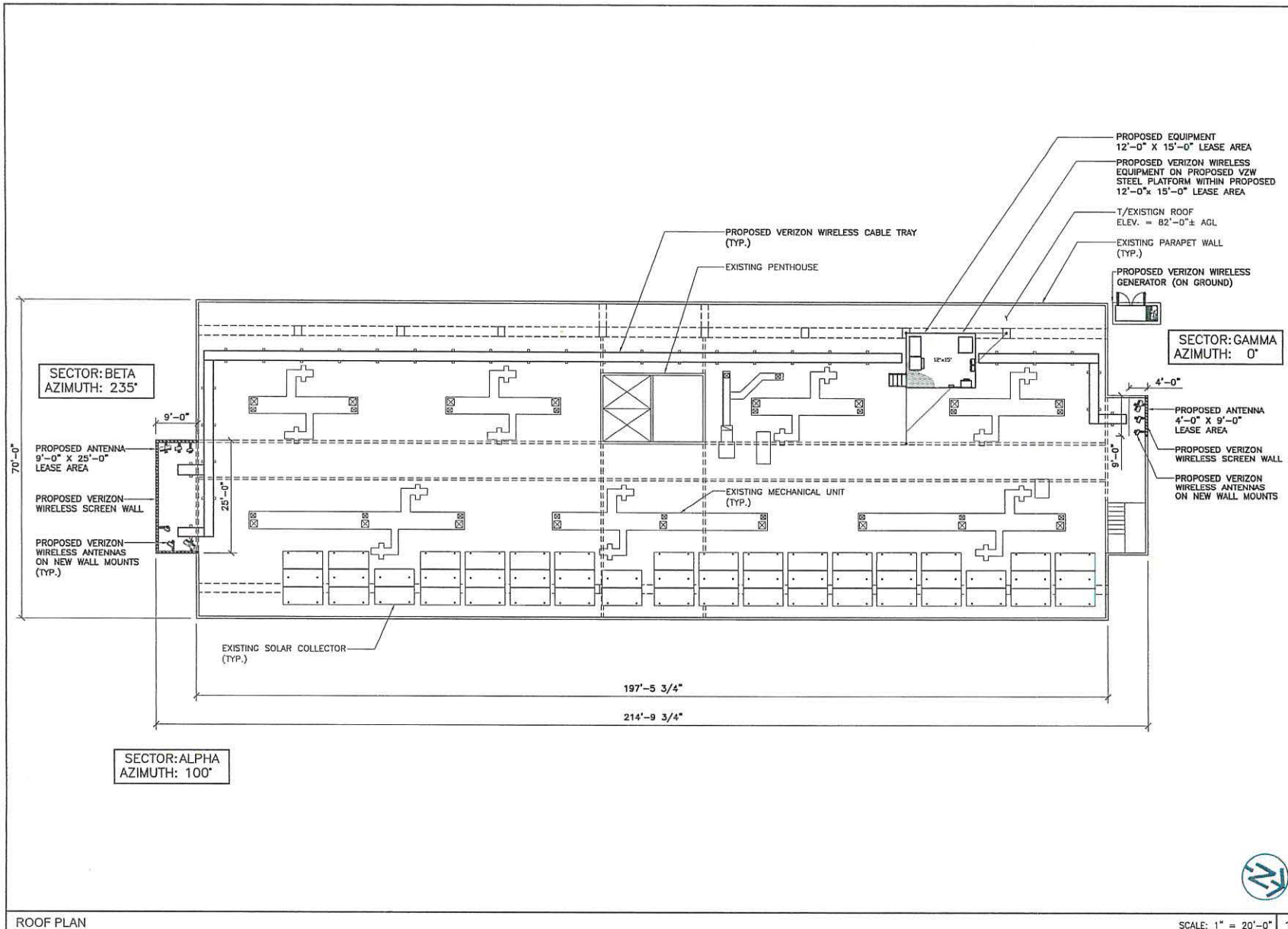
SHEET NAME

ROOF PLAN

SHEET NUMBER

Z-2

PROJECT# 2020.0223.0012



ROOF PLAN

SCALE: 1" = 20'-0" 1



VERIZON WIRELESS
 15505 SAND CANYON AVENUE
 IRVINE, CALIFORNIA 92618
 (949) 206-7000



1100 E. WOODFIELD ROAD, SUITE
 500
 Schaumburg, Illinois 60173
 TEL: 847-908-8400
 www.FullertonEngineering.com

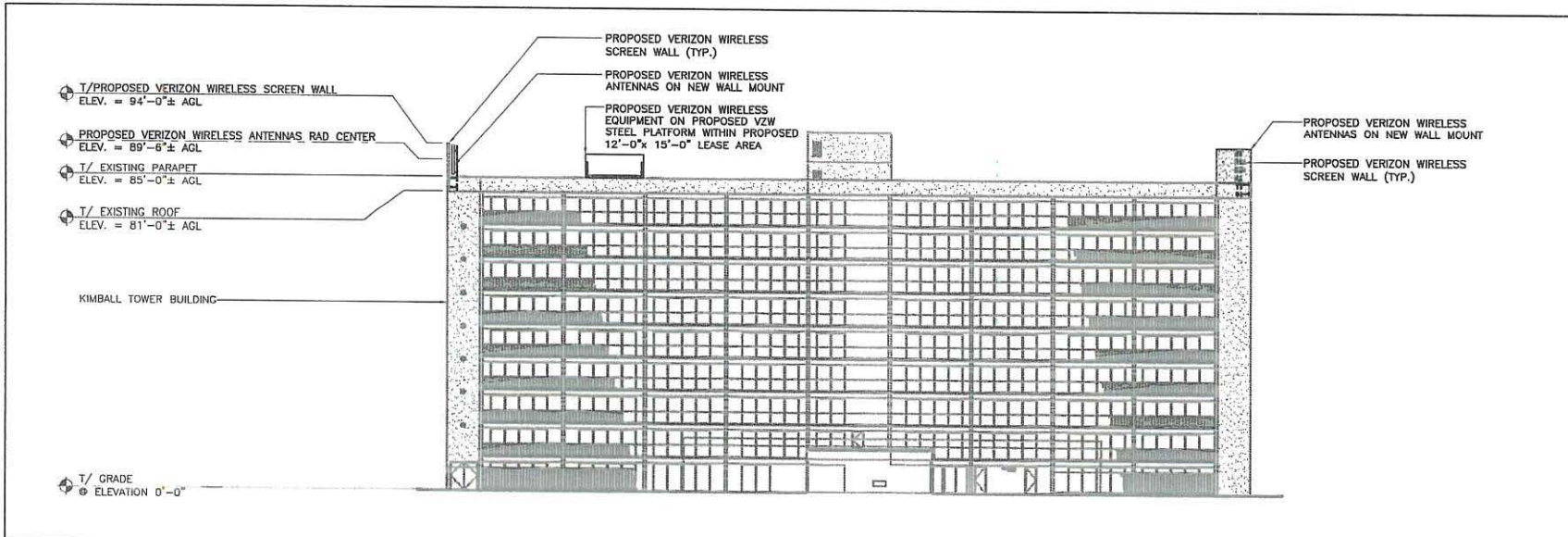
REV	DATE	DESCRIPTION	BY
A	12/17/21	90% REVIEW	EC

I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE CODES.

PRELIMINARY NOT FOR CONSTRUCTION

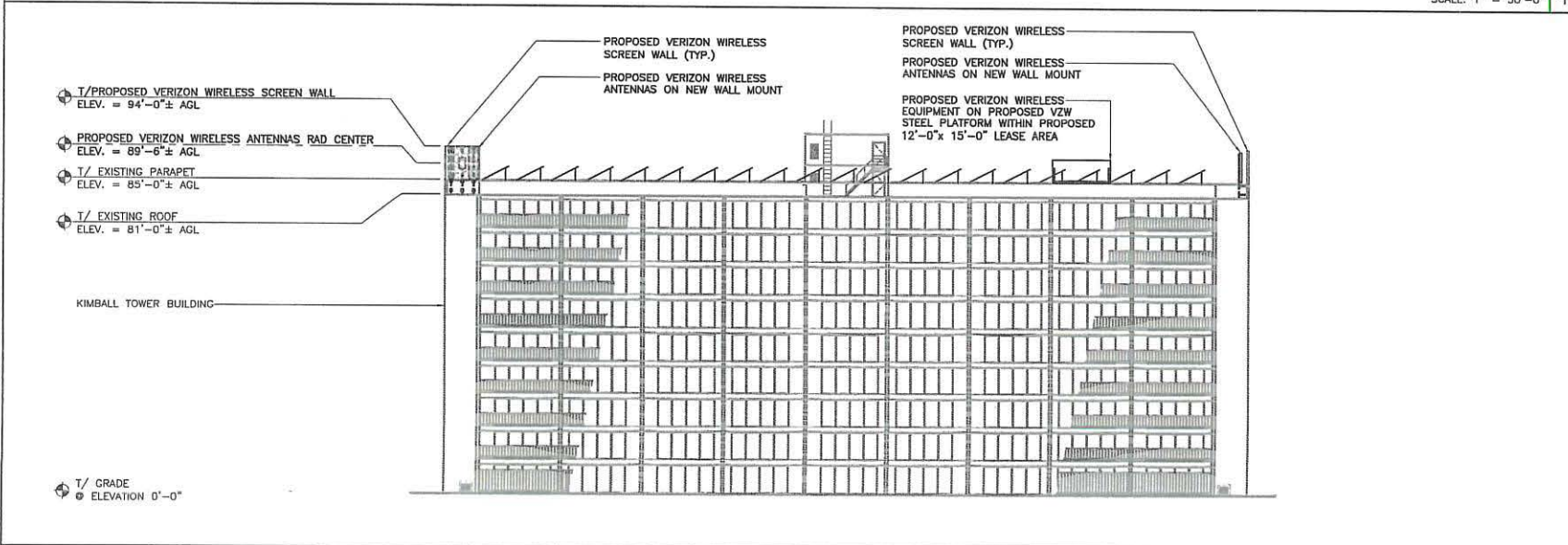
SITE NAME	MORGAN KIMBALL
LOCATION NUMBER:	270198
SITE ADDRESS	1317 D AVENUE NATIONAL CITY, CA 91950
SHEET NAME	ELEVATIONS
SHEET NUMBER	Z-3

PROJECT# 2020.0223.0012



PROPOSED SOUTHWEST ELEVATION

SCALE: 1" = 30'-0" 1



PROPOSED NORTHEAST ELEVATION

SCALE: 1" = 30'-0" 2



Public Hearing
Conditional Use Permit
for relocation of existing
wireless communications facility
at 1320 Highland Avenue
2022-02 CUP

Overhead



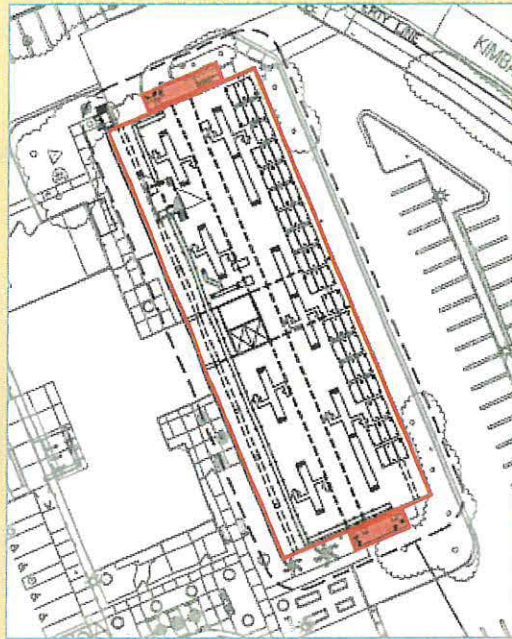
Site Characteristics:

- Current location is rear of 99 Cents Only Store parking lot (1320 Highland Avenue)
 - Facility is adjacent to Kimball Way
- Proposed relocation site is roof of Kimball Tower across Kimball Way @ +/- 100 feet
- Existing CUP approved in 2015
- Relocation is in association with Kimball Highlands and San Ysidro Health PACE Clinic project
- Current zoning is MXD-2 – Proposed zoning is RM-3

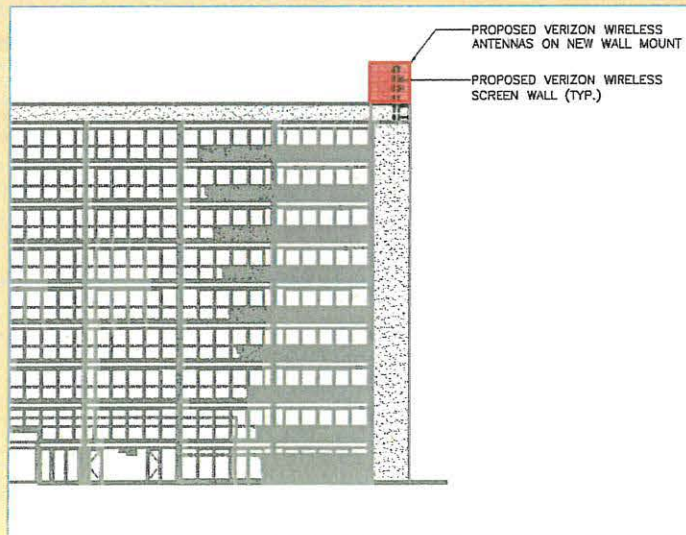
Proposal:

- Current project site is an artificial pine tree in the rear of the 99 Cents Only store parking lot
- Area to be redeveloped with pending Kimball Highlands / San Ysidro Health (PACE) Clinic project
 - Facility will need to be relocated
- Applicant proposing to relocate facility to roof of Kimball Tower
 - 250 feet to west across Kimball Way
- All new equipment roof-mounted
- Antennas will be screened to match style of building

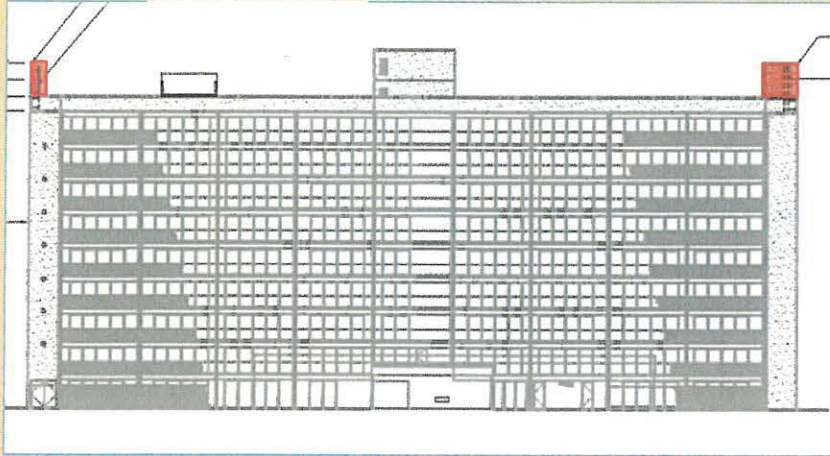
Site Plan



Elevation



Elevation



Analysis:

- Consistent with General Plan policy E-3.3 (Education and Public Participation)
 - Increase access to wireless internet connections, computers, and other forms of communication technology
- Consistent with the Land Use Code
 - Conditionally-allowed use in RM-3 zone
 - Exception required in residential zones (Finding No. 7)
 - Screening of facility
 - Located at least 75 feet from habitable structures on other properties

Analysis (cont.):

- Public noticing – 622 people
- Public Comment
 - 6th floor resident of tower

- 1996 Telecommunications Act
 - No regulation based on RF emissions
 - Compliance with FCC limits

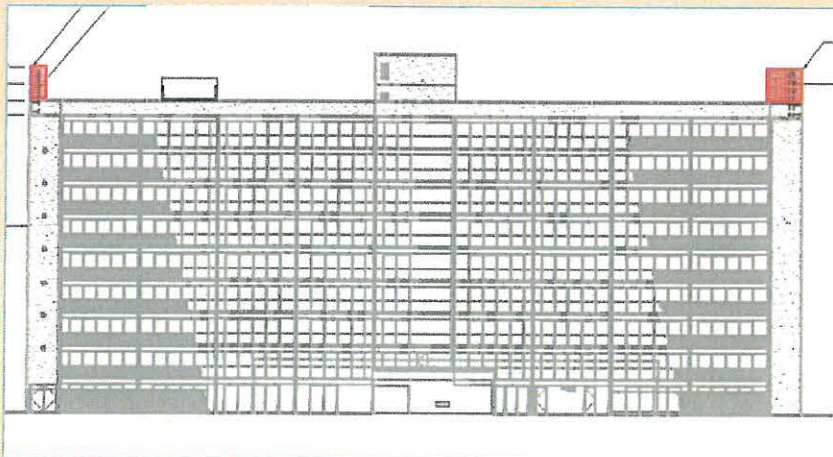
Conditions/Summary:

- Conditions of Approval
 - Standard conditions specific to wireless facilities
 - Agency permits
 - Building & Fire code compliance
 - Colocation
- Use consistent with General Plan and LUC
- Meets all applicable design requirements
- Considered 'stealth'
- Maintain coverage in the area
- Facilitate priority City project

Options:

- Approve CUP based on attached findings / findings determined by the Commission; or
- Deny CUP based on findings / findings determined by the Commission; or
- Continue the item for additional information
- Staff recommending approval
- Notice of Decision to City Council

Elevation



The following page(s) contain the backup material for Agenda Item: [Discussion of COVID related protocols pertaining to City Council Meetings and City Council appointed Boards, Commissions and Committees \(BCCs\). \(City Clerk\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: March 1, 2022

AGENDA ITEM NO.

ITEM TITLE:

Discussion of COVID Related Protocols Pertaining to City Council Meetings and City Council Appointed Boards, Commissions and Committees (BCCs) (City Clerk).

PREPARED BY: Shelley Chapel, Deputy City Clerk

DEPARTMENT: City Clerk's Office

PHONE: 619-336-4228

APPROVED BY: Shelley Chapel

EXPLANATION:

On March 17, 2020 Governor Newsom issued Executive Order N-29-20, which allowed for relaxed provisions of the Ralph M. Brown Act (Brown Act) that allowed legislative bodies to conduct meetings through teleconferencing without having to meet the strict compliance of the Brown Act. All provisions of the Executive Order concerning the conduct of public meetings expired on September 30, 2021. As a result of the pending expiration the Governor signed AB 361 into law on September 16, 2021, which went into effect immediately. This amended the Brown Act to allow local agencies to continue to use teleconferencing and virtual meeting technology such as Zoom after the September 30, 2021 expiration as long as there is a proclaimed state of emergency by the Governor.

The City Council has made determinations since September to continue to conduct meetings through teleconferencing or Zoom. City Council has asked that this item return for discussion to determine whether the City Council and City Boards, Commissions and Committee Public Meetings shall remain virtual or return to in-person meetings, with various options for member attendance and public comment.

See attached for a detailed explanation and a comparison survey of City Council meeting protocols in SD area cities.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

This report does not reflect financial any changes to the budget at this time.

ENVIRONMENTAL REVIEW:

This action is not subject to review under the California Environmental Quality Act (CEQA)

ORDINANCE: **INTRODUCTION:** **FINAL ADOPTION:**

STAFF RECOMMENDATION:

Discuss the current COVID related public meeting protocols, and provide staff direction.

BOARD / COMMISSION RECOMMENDATION:

None.

ATTACHMENTS:

- A. Explanation
- B. Survey of City Council Meeting COVID Protocols in SD County Cities

Discussion of COVID Related Protocols Pertaining to City Council Meetings and City Council Appointed Boards, Commissions and Committees (BCCs)

On March 17, 2020 Governor Newsom issued Executive Order N-29-20, which allowed for relaxed provisions of the Ralph M. Brown Act (Brown Act) that allowed legislative bodies to conduct meetings through teleconferencing without having to meet the strict compliance of the Brown Act. All provisions of the Executive Order concerning the conduct of public meetings expired on September 30, 2021.

As a result of the pending expiration the Governor signed AB 361 into law on September 16, 2021, which went into effect immediately. This amends the Brown Act to allow local agencies to continue to use teleconferencing and virtual meeting technology (Zoom) after the September 30, 2021 expiration as long as there is a proclaimed state of emergency by the Governor.

The City Council has made determinations since September to continue to conduct meetings through teleconferencing via Zoom. Effective February 16, 2022, Governor Newsom announced that the mask mandate is no longer in place for most indoor settings for fully vaccinated people, with the following exceptions where masks are still required:

- Public Transit
- Health Care Settings (including long-term care facilities)
- Adult and Senior Care Facilities
- Indoors in K-12 Schools, Childcare and other Youth Settings
- State and Local Correctional Facilities and Detention Centers
- Homeless Shelters, Emergency Shelters, and Cooling Centers

Unvaccinated individuals are still required to use face coverings in all indoors public settings. The State of California Department of Health recommends that fully vaccinated individuals continue to wear masks when in large crowds or risk is high.

City Council has asked staff to summarize options for a return to in-person meetings for City Council and City Boards, Commissions and Committee Public Meetings. Options for consideration are outlined below.

San Diego Area Cities

Staff also surveyed the 17 surrounding cities within San Diego County regarding the format of their City Council meetings. As of February 16, eight remain virtual, nine are meeting in-person only, and one is utilizing a hybrid format for public comment only. A copy of the comparison survey is attached for reference.

Options for Discussion:

Staff has outlined three options for consideration by the City Council regarding meeting formats.

Option 1. Return to In-Person Meetings

- City Council, BCC members, and staff would attend the meetings in-person.
- Limit the seating capacity inside the Council Chamber to 50% to allow for social distancing.
- Unvaccinated Councilmembers, staff and members of the public would be asked to wear a mask as outlined by the State Department of Health. Vaccinated attendees could choose to wear masks if they would like.
- City Council can utilize the Plexi-glass that has been installed on the dais and behind staff tables in the Council Chamber to provide social distancing.
- Staff would provide socially distanced seating in the lobby outside of the Chamber for additional seating options.
- The City Clerk would resume submitting written public comment to the City Council and staff prior to the start of the City Council meeting, as outlined in City Council Policy #104 Rules of Procedure and Order for City Council Meetings. Written comments would no longer be read into the record by City Clerk during the meeting.
- The City Clerk would also resume receiving in-person public comment following City Council Policy #104, which allows for members of the public to submit comments to the City Clerk until the public testimony closes on the agenda item during the meeting.
- Spanish translation would be offered in person.
- City Boards, Commissions and Committees (BCC) would also return to meeting in person in the Large Conference Room at City Hall. Meetings would resume at this location utilizing overflow seating in the lobby for members of the public.

Option 2. Hybrid Options (incl. City Council attendance/Public Comment)

- City Council, BCC members, and staff would attend the meetings in-person.
- If a City Councilmember chose to teleconference from their home or another remote location they would be subject to the Brown Act, which requires their home address to be posted on the agenda due to requirements under Government Code Section 54953. City Councilmembers would also be required to post an agenda outside of their location 72 hours in advance of the meeting, and their location would need to be accessible to the public. Each teleconference location address would need to be identified in the notice and the agenda of the meeting, and the teleconference location shall be accessible to the public. In addition, under the Brown Act a quorum of the legislative body must participate from locations within the boundaries of the City.
- Virtual public comment via audio and in-person comment would be accepted, in addition to written comment.

- The City Clerk would resume submitting written public comment to City Council and staff prior to the start of the City Council meeting, as outlined in City Council Policy #104 Rules of Procedure and Order for City Council Meetings. Written comments would no longer be read into the record by the City Clerk during the meeting.
- Spanish translation would be offered in person, while also assisting Spanish speaking individuals with their comments offered virtually.
- Staff would manage in person and incoming public comment via Zoom audio only. A hybrid option may require additional technology purchases to support the virtual environment within the City Council Chambers.
- Due to the technology requirements to enable a hybrid meeting option and the limited staffing allocated to our Boards, Commissions and Committees, it is recommended that BCCs do not offer a hybrid option.

Option 3. Remain Virtual

- City Council, BCC members, and staff would attend the meetings virtually.
- AB 361 provides City Council Meetings and BCC Meetings to remain virtual as long as findings can be made. To continue to utilize the provisions in AB 361, the meeting must be held during a proclaimed state of emergency in which state or local officials have imposed or recommended measures to promote social distancing.
- The City Clerk would continue to read written comments during the meeting.
- Live public comment would be accepted via Zoom.
- Spanish translation would be offered virtually.
- It is important to note that some City Boards, Commissions and Committees have had difficulties maintaining a quorum during the COVID pandemic due to their members not being fully comfortable with technology, despite trainings provided by staff. Moving BCCs back to in person meetings may help alleviate these challenges and may improve attendance enabling those bodies to more effectively reach a quorum and hold consistent meetings.

Staff Recommendation:

Staff requests City Council provide direction to staff on a preferred option for City Council meetings and Boards, Commission and Committee meetings.

As of February 15, 2022	Currently Meetings are held: In Person/Virtual/Hybrid	If virtual/hybrid – do you provide a call in option for Public Comment (PC)?	Do you read PC into the record?	Do you allow public to attend virtually?	Do you have a deadline for Public Comment? Virtual/In-Person/Hybrid?	Are you requiring Council to wear masks?	Are you limiting attendees? If so are you social distancing chairs?	Do you allow PC to call in during meeting?	Do you require registration for meeting? If so, deadline?	Do you allow PC to be on video during meeting?	Do you have extra staff helping you at the meeting to navigate all of the virtual/hybrid factors?	Comments
Escondido	In-Person	No	No	Live Stream Only	4:00 p.m. - At meeting	Yes, but can remove to speak.	No	No	n/a	No	City Clerk Only	
Carlsbad	Virtual	Yes - Raise virtual hand to speak	No	Yes for Public Comment	2:00 pm day of 3:00 p.m. meeting	n/a	n/a	Yes	No	No	City Clerk Only	
Chula Vista	In-Person	No Call In - Only eComment and live when in-person	No	No	5:00 p.m. - At meeting. At the conclusion of public comment period for each item.	Yes	No	No	No	No	In-Person: City Clerk and Assistant City Clerk for duration of meeting and a City Clerk staff person for first 60 minutes to register speakers.	Virtual: 1 – 2 extra staff
Coronado	In-Person	Yes via Zoom	No	Yes for Public Comment	11:00 a.m. day of 4:00 p.m. meeting	Yes	Yes, 50% capacity	Only call in via the Zoom option	11:00 am on the day of the meeting.	Yes, if they request it.	City Clerk Only	
Del Mar	Virtual	Yes	No	Yes	No deadline for live public comment; deadline for written comment is 12pm, we will distribute if received late	n/a	n/a	Yes, Zoom and Telecomment	No	No	Acting City Clerk and analyst assisting	
El Cajon	In-Person	n/a	No	No	3:00 p.m. - At meeting	Yes	Yes, 30% capacity	n/a	n/a	n/a	City Clerk Only	
Encinitas	In-Person	n/a	No	No	6:00 p.m. - At meeting	Yes	No	No	n/a	No	City Clerk Only	
Imperial Beach	Virtual	No	Yes	Yes for Public Comment	6:00 p.m. - At meeting	n/a	n/a	Yes, Zoom	n/a	No	Yes	
La Mesa	Virtual	Yes via Zoom	No	Will continue to use Zoom to allow 'virtual' live audio comment. Public Comment can be in-person, Zoom (mic only - no Video), and eComments (written).	Written Comment Deadline only 24 hours prior to 6:00 p.m. meeting	n/a	No	Yes	No	No	Yes	Additional Staff will be required to implement the new change to provide all options to comment.
Lemon Grove	In-Person	No	No	No	6:00 p.m. - At meeting	Yes	Yes	No	n/a	n/a	City Clerk Only	
Oceanside	Hybird - Council In-Person with public option to Zoom	No	No	Yes for Public Comment	5:00 p.m. - At meeting	Yes	n/a	No	No			Advance Written Request to Reserve Time to Speak: Written requests must be received in CM Office no later than 10am, seven (7) days prior to the City Council Meeting with a limit of five (5) minutes.
Poway	In-Person	Yes via Zoom	No	Yes for Public Comment	7:00 p.m. - At meeting	Yes	Yes	Yes	No	No	City Clerk Only	
San Diego	Virtual - Zoom	Yes via Zoom	No	No	Written Comment Deadline only 8:00 a.m. day of 10:00 a.m Tuesday Meeting 12:00 p.m. day of 2:00 p.m. Monday Meeting	n/a	n/a	Yes - Special Telephone Line	No	n/a	Yes	
San Marcos	Virtual	n/a	Yes	n/a	Written Comment Deadline only 4:00 a.m. day of 6:00 p.m. Meeting	n/a	n/a	No	n/a	n/a	City Clerk Only	
Santee	In-Person	n/a	No	n/a	6:00 p.m. - At meeting	Yes		No	n/a	n/a	City Clerk Only	
Solana Beach	Virtual	Call In	No	Yes for Public Comment	6:30 p.m. - At meeting 3:00 p.m. Written Comment Only	n/a	n/a	Yes		No	Deputy Works for 1st hour to assist in naming speakers as they arrive in meeting environment.	
Vista	In-Person	Yes if Virtual - Raise hand to speak	No	Yes for Public Comment	5:30 p.m. - At meeting 2:00 p.m. Written Comment Only	Yes	No	No when in-person. When virtual can join and provide comment via Zoom.	No	No	When virtual, our IT staff co-host the meeting and handle technical issues.	

The following page(s) contain the backup material for Agenda Item: [Resolution of the Community Development Commission-Housing Authority of the City of National City, California ratifying an overage of expenditures in the amount of \\$42,686.49 for legal services provided by Christensen & Spath, LLP on housing-related matters. \(Housing Authority\)](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY
COUNCIL AGENDA STATEMENT**

MEETING DATE: March 1, 2022

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the Community Development Commission-Housing Authority of the City of National City, California ratifying an overage of expenditures in the amount of \$42,686.49 for legal services provided by Christensen & Spath, LLP on housing-related matters.

PREPARED BY: Angelita Palma 

DEPARTMENT: Housing Authority

PHONE: (619) 336-4219

APPROVED BY: 

EXPLANATION:

Refer to Attachment No. 1 Explanation.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

532-419-462-209-0000; 501-419-462-213-0000; 001-419-475-213-0000; 001-419-462-445-0000;
001-409-500-598-1596

No Fiscal Impact – This report is informational only, there is no fiscal impact associated with the report. The expenditures are within the budget; however, the expenses exceeded the agreement amount.

ENVIRONMENTAL REVIEW:

No CEQA Exemption - This action is not subject to review under the California Environmental Quality Act (CEQA).

ORDINANCE: **INTRODUCTION:** **FINAL ADOPTION:**

STAFF RECOMMENDATION:

Approve the Resolution.

BOARD / COMMISSION RECOMMENDATION:

Not applicable to this report.

ATTACHMENTS:

1. Explanation
2. Resolution

City of National City, California
 Community Development Commission-Housing Authority
 March 1, 2022
 Staff Report Explanation

Resolution of the Community Development Commission-Housing Authority of the City of National City, California ratifying an overage of expenditures in the amount of \$42,686.49 for legal services provided by Christensen & Spath, LLP on housing-related matters.

The Community Development Commission-Housing Authority of the City of National City (CDC-HA) engages in outside legal support for specialized areas, including advising and drafting documents related to the CDC-HA in its role as a housing authority and providing legal support in developing housing and litigation matters. Since 2009, Christensen & Spath, LLLP, a Limited Liability Partnership, has served the CDC-HA as subject matter expert in areas such as affordable housing, federal and state financing programs and program compliance, Section 8 Program, tax credit financing, bond financing, litigation to include environmental issues, condemnation actions, and enforcement of loan documents and regulatory agreements; deed of trust foreclosures.

Since 2009, Christensen & Spath, LLP has entered into several agreements and agreement amendments with the Community Development Commission of the City of National City, the Successor Agency to the Community Development Commission of the City of National City, and the Community Development Commission-Housing Authority of the City of National City.

- 2009 Agreement for Legal Services is made between the Community Development Commission of the City of National City and Christensen & Spath, LLP
- 2010 Agreement for Legal Services is made between the Community Development Commission of the City of National City and Christensen & Spath, LLP
- 2012 First Amendment to the Agreement By and Between the Successor Agency to the Community Development Commission as the National City Redevelopment Agency and Christensen & Spath, LLP
- 2014 Agreement for Legal Services By and Between the Community Development Commission – Housing Authority of the City of National City and Christensen & Spath, LLP
- 2014 Second Amendment to the Agreement By and Between the Successor Agency to the Community Development Commission as the National City Redevelopment Agency and Christensen & Spath, LLP
- 2014 Third Amendment to the Agreement By and Between the Successor Agency to the Community Development Commission as the National City Redevelopment Agency and Christensen & Spath, LLP
- 2017 Fourth Amendment to the Agreement By and Between the Successor Agency to the Community Development Commission as the National City Redevelopment Agency and Christensen & Spath, LLP

Staff recently found that \$42,686.49 in legal services corresponding to housing-related matters of the CDC-HA was processed for payment over the contract authority provided through the 2014 Agreement by and between the Community Development Commission – Housing Authority of the City of National City and Christensen & Spath, LLP. The purpose of the CDC-HA Resolution is to ratify the overage of expenditures in the amount of \$38,186.49.

A new agreement with Christensen and Spath, LLP follows this agenda item for consideration by the CDC-HA. The new agreement would authorize the payment of legal services provided by the firm after March 1, 2022.

RESOLUTION NO. 2022 -

RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY, CALIFORNIA, RATIFYING AN OVERAGE OF EXPENDITURES IN THE AMOUNT OF \$42,686.49 FOR LEGAL SERVICES PROVIDED BY CHRISTENSEN & SPATH, LLP ON HOUSING-RELATED MATTERS

WHEREAS, the Community Development Commission-Housing Authority City (“CDC-HA”) engages outside legal support for specialized areas, including affordable housing; and

WHEREAS, since 2009, Christensen & Spath, LLP has served as the CDC-HA’s subject matter expert in areas such as as affordable housing, federal and state financing programs and program compliance, Section 8 Program, tax credit financing, bond financing, litigation to include environmental issues, condemnation actions, and enforcement of loan documents and regulatory agreements; deed of trust foreclosures; and

WHEREAS, staff recently found that \$42,686.49 in legal services corresponding to housing-related matters of the CDC-HA was processed for payment over the contract authority provided through the 2014 Agreement; and

WHEREAS, CDC-HA staff request that the CDC-HA ratify the overage of expenditures in the amount of \$42,686.49.

NOW, THEREFORE, THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY CITY (“CDC-HA”) OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: Ratifies the overage of expenditures in the amount of \$42,686.49 for legal services provided by Christensen & Spath, LLP on housing-related matters.

Section 2: The Secretary shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

///

PASSED and ADOPTED this 1st day of March, 2022.

Alejandra Sotelo-Solis, Chair

ATTEST:

Brad Raulston, Secretary

APPROVED AS TO FORM:

Charles E. Bell Jr., General Counsel

The following page(s) contain the backup material for Agenda Item: [Resolution of the Community Development Commission-Housing Authority of the City of National City, California authorizing the Mayor to execute an Agreement for legal services provided by Christensen & Spath, LLP to assist in affordable housing project negotiations, advise the CDC-HA Board, and research and preparation of documents related to these matters.](#)
[\(General Counsel\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY
COUNCIL AGENDA STATEMENT**

MEETING DATE: March 1, 2022

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the Community Development Commission-Housing Authority of the City of National City, California authorizing the Mayor to execute an Agreement for legal services provided by Christensen & Spath, LLP to assist in affordable housing project negotiations, advise the CDC-HA Board, and research and preparation of documents related to these matters.

PREPARED BY: Charles E. Bell Jr.

DEPARTMENT: City Attorney's Office

PHONE: (619) 336-4220

APPROVED BY: Charles Bell Jr.

EXPLANATION:

The City of National City engages in outside legal support for specialized areas, such as affordable housing matters.

Christensen & Spath, LLP is a local firm that is that specializes in as affordable housing matters. Per the Agreement, scope of services include assisting in representing the City in connection with affordable housing matters in a not-to-exceed amount of \$200,000.

FINANCIAL STATEMENT:

APPROVED: Molly Brown **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

501-419-462-209-0000 Housing Authority Legal Services
532-419-462-209-0000 Low & MOD Income Asset Fund – Legal Services

ENVIRONMENTAL REVIEW: This action does not constitute a project under California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(2).

ORDINANCE: **INTRODUCTION:** **FINAL ADOPTION:**

STAFF RECOMMENDATION:

Approve the Resolution authorizing the Mayor to execute an Agreement for legal services provided by Christensen & Spath, LLP to assist in affordable housing project negotiations, advise the CDC-HA Board, and research and preparation of documents related to these matters.

BOARD / COMMISSION RECOMMENDATION:

Not applicable to this report.

ATTACHMENTS:

1. Resolution
2. Agreement

**AGREEMENT FOR LEGAL SERVICES
BY AND BETWEEN
THE COMMUNITY DEVELOPMENT COMMISSION – HOUSING
AUTHORITY OF THE CITY OF NATIONAL CITY
AND
CHRISTENSEN & SPATH LLP**

THIS AGREEMENT FOR LEGAL SERVICES (the “Agreement”) is made as of the 1st day of March, 2022 between THE COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY (“CDC-HA”), a municipal corporation (the CDC-HA) and CHRISTENSEN & SPATH LLP, a limited liability partnership (the “FIRM”). This Agreement sets forth the parties’ mutual understanding concerning legal services to be provided by the FIRM and the fee arrangement for said services.

Article 1. Retainer. The CDC-HA hereby retain the FIRM to assist in affordable housing project negotiations, advise the CDC-HA Board, and research and preparation of documents related to these matters, subject to this Agreement.

Article 2. Effective Date and Term. This Agreement shall be effective on March 1, 2022 and continue until written notice of cancellation. This Agreement may be terminated at any time by either party with sixty (60) days’ written notice to the other. Notice of termination by the FIRM shall be given to the General Counsel.

Article 3. Scope of Services. The CDC-HA shall have the right in its sole discretion to determine the particular services to be performed by the FIRM under this Agreement. These services may include the following: advising and drafting documents related to the CDC-HA in its role as a housing authority and providing legal support in defending lawsuits. It is expected that the FIRM will work with the CDC-HA General Counsel and CDC-HA staff as per the Proposal Letter attached as Exhibit A (“LEGAL SERVICES”). It is expected that the FIRM will work with the General Counsel and CDC-HA staff.

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

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

B. For services on any project in excess of one (1) hour, the FIRM agrees to document a plan and budget consistent with the scope of services described above in Article 3 to be agreed to by the General Counsel and the FIRM. The CDC-HA shall not be obligated to pay the FIRM amounts not discussed, budgeted, and agreed to before being incurred by the FIRM.

C. The CDC-HA has appropriated or otherwise duly authorized the payment of an amount not to exceed \$200,000.00 for LEGAL SERVICES and out-of-pocket disbursements

pursuant to this Agreement. In no event shall the total fees plus out-of-pocket disbursements exceed this amount without written authorization of the CDC-HA.

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

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

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

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

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

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

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

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

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

(8) Travel and meals.

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

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

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

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

(1) Complete.

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

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

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

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

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

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

(3) Appropriate.

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

(b) Due to the nature of the CDC-HA’s payment process, the CDC-HA will not pay any late charges. Every effort will be made to pay bills promptly.

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

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

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

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

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

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

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

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

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

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

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

B. **Intentionally Left Blank**

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

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

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

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

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

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

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

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the City of National City’s Risk Manager. If the FIRM does not keep all insurance policies required by this Article 10 in full force and effect at all times during the term of this Agreement, the CDC-HA may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

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

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

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

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

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

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

General Counsel
City of National City
1243 National City Boulevard
National City, CA 91950-4397

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

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

Notice to the FIRM shall be addressed to:

Christensen & Spath, LLP
401 West A Street, Suite 2250
San Diego, CA 92101

and to: wfs@candslaw.net

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

Article 15. Administrative Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

**THE COMMUNITY DEVELOPMENT CHRISTENSEN & SPATH, LLP
COMMISSION – HOUSING AUTHORITY
OF THE CITY OF NATIONAL CITY**

By: 
Walter F. Spath III, Esq.

By: _____
Alejandra Sotleo-Solis, Chair

Title: Partner

APPROVED AS TO FORM:

By: _____
Charles E. Bell, Jr.
General Counsel

RESOLUTION NO. 2022 -

RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CHAIR TO EXECUTE AN AGREEMENT FOR LEGAL SERVICES PROVIDED BY CHRISTENSEN & SPATH, LLP TO ASSIST IN AFFORDABLE HOUSING PROJECT NEGOTIATIONS, ADVISE THE CDC-HA BOARD, AND RESEARCH AND PREPARATION OF DOCUMENTS RELATED TO THESE MATTERS

WHEREAS, the Community Development Commission-Housing Authority City (“CDC-HA”) engages outside legal support for specialized areas, such as affordable housing matters; and

WHEREAS, Christensen & Spath, LLP is a local firm that specializes in affordable housing matters; and

WHEREAS, per the Agreement, scope of services will include assisting in representing the CDC-HA in connection with affordable housing matters in a not-to-exceed amount of \$200,000; and

WHEREAS, CDC-HA staff requests CDC-HA approve and authorize the Chair to execute an Agreement for legal services provided by Christensen & Spath, LLP to assist in affordable housing project negotiations, advise the CDC-HA Board, and research and preparation of documents related to these matters.

NOW, THEREFORE, THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY CITY (“CDC-HA”) OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: Approves and authorizes the Chair to execute an Agreement for legal services provided by Christensen & Spath, LLP to assist in affordable housing project negotiations, advise the CDC-HA Board, and research and preparation of documents related to these matters in a not-to exceed amount of \$200,000.

Section 2: The Secretary shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

///

PASSED and ADOPTED this 1st day of March, 2022.

Alejandra Sotelo-Solis, Chair

ATTEST:

Brad Raulston, Secretary

APPROVED AS TO FORM:

Charles E. Bell Jr., General Counsel

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 # ____
03/01/22

City Manager Report

(City Manager)