

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 15, 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 concejales, individuo del personal del Ayuntamiento o persona del público.

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

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS AND CERTIFICATES

1. [National City Celebrates Woman's History Month recognizing Sweetwater High School Varsity Lady Devils Basketball Team.](#)

AWARDS AND RECOGNITIONS

2. [Employee of the Quarter 2022 - Ronald Gutlay, Accountant. \(Finance\)](#)
3. [Introduction of New Employee - Grace Navarro, Human Resources Manager. \(Human Resources\)](#)
4. [Introduction of New Employee - Christopher Nguyen, Accountant. \(Finance\)](#)

PRESENTATIONS (FIVE-MINUTE TIME LIMIT)

INTERVIEWS / APPOINTMENTS

5. [Boards, Commissions, Committees - Mayoral Appointments. \(City Clerk\)](#)
6. [Boards, Commissions, Committees - City Council Interviews and Appointments. \(City Clerk\)](#)

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

CONSENT CALENDAR

7. [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. \(City Clerk\)](#)
8. [Approval of City Council Meeting Minutes - January 2022. \(City Clerk\)](#)
9. [Resolution of the City Council of the City of National City, California, adopting AB361 Findings Regarding Teleconference Meetings. \(City Clerk\)](#)

10. [Resolution of the City Council of the City of National City, California, approving an agreement between the City of National City and the National City Chamber of Commerce for a not to exceed amount of \\$50,000 to assist in addressing the negative economic impacts of the pandemic to the National City business community and appropriating \\$50,000 from the American Rescue Plan Act funds allocated to General Fund offsets for the agreement. \(City Manager\)](#)
11. [Resolution of the City Council of the City of National City, California authorizing the acceptance of the California Library Literacy Services \(CLLS\) Grant in the amount of \\$9,750 to fund the National City Public Library's Literacy Services ESL Program for FY 2022 and authorizing the establishment of a Library Grants Fund appropriation of \\$9,750 and corresponding revenue budget. \(Library and Community Services\)](#)
12. [Resolution of the City Council of the City of National City, California approving a Subordination Agreement with Clara Futura Investments, LLC, a California limited liability company, and Real Value Properties II LLC, a California limited liability company, subordinating the Deed of Trust securing the performance of an Affordable Housing Density Bonus Agreement entered into on October 22, 2021 that restricts one housing unit at 1924 Harding Avenue in National City. \(Housing Authority\)](#)
13. [Resolution of the City Council of National City, California creating two \(2\) new job classifications and amending the Management Salary Schedule, and the Confidential Salary Schedule. \(Human Resources\)](#)
14. [Resolution of the City Council of the City of National City, California, approving an amendment to the salary schedule for the National City Municipal Employees Association \(NCMEA\) to revise the Fire Inspector and approving an amendment to the salary schedule for the Management & Executive Groups for the Police Support Services Manager and Assistant City Attorney.\(Finance\)](#)
15. [Resolution of the City Council of the City of National City, California, authorizing the Mayor to execute a Memorandum of Understanding \(MOU\) between San Diego Association of Governments \(SANDAG\) and the City of National City for coordination, participation, and on-going support and commitment for the Next Operating System concept \(Advancing Connectivity and the Economy Through Technology in the San Diego Region\). \(Engineering/Public Works\)](#)
16. [Resolution of the City Council of the City of National City, California, 1\) authorizing a Fiscal Year 2022 budget adjustment to establish appropriations in the amount of \\$30,000 for Capital Improvement Program \(CIP\) Fleet Vehicle Equipment and Accessories for the National City Police Department; 2\) waiving the formal bid process pursuant to NCMC 2.60.260 regarding](#)

- cooperative purchasing authorizing the City to piggyback onto the County of San Diego's Contract # 564083 with Penske Ford Automotive LLC, dba Penske Ford; and, 3) waiving the formal bid process pursuant to NCMC 2.60.220 (B) regarding exception to bidding requirements authorizing the buildout with sole source vendor AEP, for four (4) new 2022 Ford Explorer Interceptors in an amount not-to-exceed \$270,000. (Engineering/Public Works)
17. Resolution of the City Council of the City of National City, California, 1) authorizing the Mayor to execute Program Supplement Agreement (PSA) No. U51 Rev. 1 with the State of California Department of Transportation (Caltrans) for the Citywide Bike Wayfinding Project to allow for reimbursement of up to \$95,000 in eligible project expenditures through the State Active Transportation Program (ATP); and 2) authorizing the establishment of an Engineering Grant Funds appropriation of \$95,000 and corresponding revenue budget. (Engineering/Public Works)
 18. Acceptance of the Housing Element 2021 Annual Progress Report pursuant to California Code Section 654000. (Housing Authority)
 19. Warrant Register #32 for the period of 2/04/22 through 2/10/22 in the amount of \$1,743,504.52. (Finance)
 20. Warrant Register #33 for the period of 2/11/22 through 2/17/22 in the amount of \$1,802,216.12. (Finance)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

21. Public Hearing and Adoption of an Ordinance of the City Council of the City of National City, California, adopting a Military Equipment Policy. (City Attorney)
22. Public Hearing and Introduction of the U.S Department of Housing and Urban Development (HUD) 2022-2023 Annual Action Plan and the allocation of 2022-2023 HUD estimated entitlement grant funds and program income to Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program activities proposed for the 2022-2023 Annual Action Plan. (Housing Authority)
23. Public Hearing and Introduction of an Ordinance of the City of National City Amending National City Municipal Code 9.60.110 (Evidence of a Cannabis Owner(s), and Representative(s) Background Check Required) and 9.60.230(j) (General Operating Requirements for all Commercial Cannabis Businesses). (City Manager)

NON CONSENT RESOLUTIONS

24. Resolution of the City Council of the City of National City, California, authorizing various fiscal year 2022 mid-year budget adjustments. (Finance)

25. [Resolution of the City Council of the City of National City, California, amending the Employment Agreement between the City of National City and Charles E. Bell Jr. for the position of City Attorney and authorizing a budget appropriation of \\$3,600 from the General Fund to cover fiscal year 2022 cost increases. \(Finance\)](#)

NEW BUSINESS

26. [Seeking direction from the City Council of the City of National City regarding repeal of Section 16.09 of the National City Municipal Code in its entirety to dissolve the Veterans and Military Families Advisory Committee and establish a Veterans Event Working Group. \(Library and Community Services\)](#)

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

CONSENT RESOLUTIONS - HOUSING AUTHORITY

PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

NEW BUSINESS - HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

27. [Fiscal Year 2021 4th Quarter General Fund Budget Review. \(Finance\)](#)
28. [City Manager Report. \(City Manager\)](#)

MAYOR AND CITY COUNCIL

29. [City Council Policy #105 request to agendaize at a future meeting staff coming back with an updated policy concerning City Council Meetings and how meetings are conducted – Councilmember Mona Rios.](#)

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 - April 5, 2022 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: [National City Celebrates Woman's History Month recognizing Sweetwater High School Varsity Lady Devils Basketball Team.](#)

Please scroll down to view the backup material.

Item # ____

03/15/22

**National City Celebrates Woman's History Month recognizing
Sweetwater High School Varsity Lady Devils Basketball Team**

The following page(s) contain the backup material for Agenda Item: [Employee of the Quarter 2022 - Ronald Gutlay, Accountant. \(Finance\)](#)
Please scroll down to view the backup material.



CITY OF NATIONAL CITY
M E M O R A N D U M

DATE: March 2, 2022
TO: Brad Raulston, City Manager
FROM: Robert J. Meteau, Jr., Human Resources Director *RJM*
SUBJECT: EMPLOYEE OF THE QUARTER PROGRAM

The Employee Recognition Program communicates the City's appreciation for outstanding performance. In doing so, it recognizes employees who maintain high standards of personal conduct and make significant contributions to the workplace and community.

The employee to be recognized for the 1st Quarter of calendar year 2022 is:

Ronald Gutlay, Accountant

By copy of this memo, the employee is invited to attend the Council meeting on Tuesday, March 15, 2022 to be recognized for his achievement and service.

Attachment

cc: Ron Gutlay
Rachelle Barrera, Finance Manager
Mayor's Confidential Assistant
Human Resources – Office File

RECEIVED

FEB 22 2022

CITY OF NATIONAL CITY
HUMAN RESOURCES DEPARTMENT



Performance Recognition Award
Nomination Form

I nominate Ronald Gutlay

for the Performance Recognition Award for the following reasons:

Please state reason why your nominee should receive an award, (i.e., examples of service beyond requirements of position, exemplary service to the public, outstanding job performance, etc). Do not to exceed 150 total words. Please be as specific as possible when giving your examples.

I nominate Ronald Gutlay, Accountant to receive the honorable recognition for his continued optimism and endless dedication to the city and his peers. On many occasions, he has stepped out of his comfort zone to keep city business productive and extend the customer service expected from a public servant. In August 2021, without direction, Mr. Gutlay took full lead and liberty to assist the Nutrition Center by creating a streamline process that would account for daily meal distributions, a process that was not fully in place. He created a template to help staff record daily meals in real time that would serve important for reporting purposes to the County of San Diego. With this applied effort, Mr. Gutlay was able to help the city present confidence in data and transparency in information disclosed by the city and all related staff during the County's review of city records. The result of the County report resulted in a positive exit review with County staff. His continued dedication to help his fellow peers and city departments reveal his positivity and his drive to get the job done. For this reason, deserves to be recognized for his efforts and success of his contribution to making a positive difference in the city.

FORWARD COMPLETED NOMINATION TO:

National City Performance Recognition Program
Human Resources Department

Rachelle Barrera

Nominated by: _____

Signature:  Date: 02/22/2022

The following page(s) contain the backup material for Agenda Item: [Introduction of New Employee - Grace Navarro, Human Resources Manager. \(Human Resources\)](#)
Please scroll down to view the backup material.

Item # ____
03/15/22

**Introduction of New Employee – Grace Navarro,
Human Resources Manager**

(Human Resources)

The following page(s) contain the backup material for Agenda Item: [Introduction of New Employee - Christopher Nguyen, Accountant. \(Finance\)](#)
Please scroll down to view the backup material.

Item # ____
03/15/22

**Introduction of New Employee – Christopher Nguyen,
Accountant**

(Finance)

The following page(s) contain the backup material for Agenda Item: [Boards, Commissions, Committees - Mayoral Appointments. \(City Clerk\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: March 15, 2022

AGENDA ITEM NO. |

ITEM TITLE:

Appointments: City Boards, Commissions and Committees – Mayoral Appointments (City Clerk)

PREPARED BY: Luz Molina, City Clerk
Shelley Chapel, Deputy City Clerk |

DEPARTMENT: City Clerk’s Office

PHONE: ((619) 336-4225 |

APPROVED BY: *Shelley Chapel*

EXPLANATION:

Vacancies on multiple Boards/Commissions/Committees (BCCs) were noticed in the Star News, posted on the City Hall Bulletin Boards, City Website, and City Social Media sites to advertise openings and the application acceptance period.

The Vacancy Notices have continually been posted between November 2021 and March 2022.

The following BCCs currently have Vacancies caused by end of term and/or resignations:

Community & Police Relations Committee; Board of Library Trustees; and Veterans & Military Families Advisory Committee.

Incumbents were given the option to be considered for reappointment, those consideration applications are included in Attachment B. The City Clerk’s Office also contacted applicants who previously applied for positions in the last twelve (12) months for consideration. Applications are retained for those not appointed for twelve (12) months from application date.

FINANCIAL STATEMENT:

APPROVED: *Molly Brun* **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

This report does not reflect financial 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:

Mayoral appointment with City Councilmembers confirmation.

BOARD / COMMISSION RECOMMENDATION:

n/a |

ATTACHMENTS:

Attachment A – Explanation
Attachment B – Applications (redacted)
Attachment C – City Council Policy #107
Attachment D – Boards/Commission/Committees Reference Chart |

The City Clerk’s Office began advertising and accepting applications for Vacancies on multiple Boards/Commissions/Committees: Community & Police Relations Committee; Board of Library Trustees, and Veterans & Military Families Advisory Committee between November 2021 and March 2022.

Background

In order to obtain qualified candidates, a Notice of Vacancies was advertised on the following: The City website, posted on the City Hall Bulletin Boards, the Star News and City Social Media sites to advertise openings and the application acceptance period. The Vacancies presented are a combination of resignations or end of Term (March 2022).

Vacancies are listed below:

BCC	Number of Open Seats and Term expiration for that seat	Appointing Member(s)	Residency Requirement	Applications Received
Community & Police Relations Committee	(1) One Seat March 31, 2023 (2) Two Seats March 31, 2025	Mayoral	No – (1) Yes (2)	Paul Wapnowski * Daniel Orth* Zachary Francisco-Gomez* Robert Moreno (Non-Resident) Janice Luna Reynoso Javier Vargas Alexander C. Fernandez Williams Phillips
Board of Library Trustees	(1) One Seat Sept. 30, 2023 (This is an Alternate Seat)	Mayoral	Yes	None.
Veteran’s & Military Families Advisory Committee	(2) Two Seats Sept. 30, 2022 (1) One Seat Sept. 30, 2024	Mayoral	Yes – (1) 2022 No – (1) 2022 Yes – (1) 2024	Robert Moreno (Non-Resident)

Residency requirements are listed if required in the chart above. If filling a resident requirement, applicant must reside within the City of National City at the time the application is submitted to be considered for the resident position.

***One (1) applicant Paul Wapnowski** is currently a member of the Civil Service Commission appointed November 20, 2018, to present with a term that expires September 30, 2023. Attendance of meetings is shown below for reference. No meetings were held in 2018 following his appointment.

Attendance	2019 Four (4)	2020 Two (2)	2021 Thirteen (13)	2022 One (1)
Attended	4	2	12	0
Absent	0	0	0	0
Cancelled	0	0	1	1

Per City Council Policy #107 (D)(14)(3) Mandatory Training and Filing Requirements: Member Wapnowski has the following required training still left to complete: Brown Act Training, Social Media Training and Anti-Sexual Harassment Training. In addition, submittal of the Self-Attestation of COVID-19 Status and Disclosure Authorization.

***One (1) applicant Daniel Orth** is currently a member of the Community & Police Relations Committee appointed May 20, 2019, to present with a term that expires March 31, 2022. Attendance of meetings is shown below for reference.

Attendance	2019 Two (2)	2020 Four (4)	2021 Six (6)	2022 One (1)
Attended	2	3	5	1
Absent	0	0	0	0
Cancelled	0	1	1	0

Per City Council Policy #107 (D)(14)(3) Mandatory Training and Filing Requirements: Member Orth completed all training and filing requirements.

***One (1) applicant Zachary Francisco-Gomez** is currently a member of the Community & Police Relations Committee appointed July 3, 2018, to present with a term that expires March 31, 2022. Attendance of meetings is shown below for reference.

Attendance	2018 Four (4)	2019 Four (4)	2020 Four (4)	2021 Six (6)	2022 One (1)
Attended	3	4	3	5	1
Absent	0	0	0	0	0
Cancelled	1	0	1	1	0

Per City Council Policy #107 (D)(14)(3) Mandatory Training and Filing Requirements: Member Gomez has completed all required training and filing requirements.

As a reminder City Council Policy #107 (D)(5) states:

A member may only serve on one (1) Board, Commission, or Committee at a time. If applying for another position on a different Board, Commission, or Committee that applicant will forfeit the prior seat, and a vacancy will occur per policy.

Applicants to interview and consider:

1. Robert Moreno – Non-Resident (Chula Vista) (Consideration for CPRC/Vet & Military Families)
2. Janice Luna Reynoso - Resident
3. Javier Vargas – Non-Resident (San Diego)
4. Paul Wapnowski – Resident (Currently Chair and Member of the Civil Service Commission)
5. Daniel Orth – Resident (Currently Member of the Community & Police Relations Committee)
6. Zachary Francisco-Gomez – Resident (Currently Member of the Community & Police Relations)
7. Alexander C. Fernandez – Resident
8. William Phillips - Resident

Appointment:

Per City Council Policy #107 (D)(7):

The Mayor will make the motion to appoint (naming the appointee) and Councilmembers may second the motion. The City Clerk will then take a roll call vote of the City Council. A majority vote of the City Council will be required for the appointment. If, the majority of the City Council choose to deny the proposed appointment, at which point the Mayor would propose an alternative candidate from the current application pool, or could choose to reopen the application period and return to City Councils with a different applicant for consideration. If Mayor Appointment is not approved by the majority of the City Council by confirmation, that applicant is removed from the pool for that seat. The Mayor will return to a future meeting with a substitute Mayoral appointment.

Per City Council Policy #107 (D)(14)(3): Attendance

A Commissioner or Member of a Board, Committee, or Commission must be present at least one hour, or 50% of the entire meeting, whichever is less, to be counted as present for purposes of attendance.

Per City Council Policy #107 (D)(14)(3): Mandatory Training and Filing Requirements:

Commissioners and Members of Board, Committee, or Commission, as appointed by the legislative body, are entrusted with certain responsibilities and concomitant training and reporting. The following are requirements of Commissioners and Members of Boards, Commissions, and Committees. This training is required to be completed within 30 days of appointment or notification.

1. Oath of Office (Article XX of the California Constitution, and California Government Code Section 36507)
2. Fair Political Practices Commission (FPPC) Statement of Economic Interest Form 700 Filing (California Government Code Section 87100 et seq)
3. AB1234 Ethics Training (California Government Code Section 53235.1(b))
4. Anti-Sexual Harassment Training
5. Brown Act Training
6. Social Media Training
7. Any training required by State Law, Federal Law, or City Policies.

All training is offered in a variety of formats including in person, via Zoom, training website/software, and pre-recorded video. Currently, these are all requirements of the Mayor and City Council, and City staff.

There were no applications received for the Vacancy on the Board of Library Trustees. Please provide direction to staff.

RECEIVED

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

NOV 30 2021

Office of the City Clerk
National City

- X Community & Police Relations Commission* (CPRC)
Library Board of Trustees
Parks, Recreation & Senior Citizens Advisory Board
Veterans & Military Families Advisory Committee*
Port Commission
Civil Service Commission
Planning Commission
Public Art Committee*
Traffic Safety Committee
Advisory Housing Committee*

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

Name: Paul Wapnowski E-Mail: pwapnowski@gmail.com

Home Address: [Redacted] Tel No: [Redacted]
(Include City/Zip)

Business Affiliation: Title:

Business Address: Tel. No.:

Length of Residence in National City: 14 San Diego County: 45 California: 45

Educational Background: MAEd Plymouth State University BA Sociology SDSU

Occupational Experience: Classroom Teacher 2008-Present Hospitality 1996-2005

Professional or Technical Organization Memberships:

Civic or Community Experience, Membership, or Previous Public Service Appointments:
Chair Civil Service Commission - 2019-Present

Experience or Special Knowledge Pertaining to Area of Interest: As a educator and resident of this community (this country), I have a belief that this kind of dialogue is imperative to meaningful change.

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

Date: 11/30/21 Signature: [Redacted]

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

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

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

Supplemental Application:
National City Community and Police Relations Commission (CPRC)

The National City Community and Police Relations Commission serves as an independent, unbiased and impartial office that is readily available to the public. It is an organization for the improvement of police and community relations and the facilitation of disputes whenever possible. It provides a forum for citizens to voice their concerns, comment about police conduct, practices and policies and improves communication between citizens and the National City Police Department

The National City Community and Police Relations Commission is empowered to receive and review complaints regarding National City Police Department Personnel for alleged misconduct, and to recommend appropriate changes of Police Department policies and procedures toward the goals of safeguarding the rights of persons and promoting higher standards of competency, efficiency and justice in the provision of community policing services.

Applicants must be completely forthright and truthful during the application process. Applicants may be disqualified in the background process as a result of dishonesty and/or purposely omitting information regarding one's criminal history. Given the complexity of this Commission and its duties, it is necessary to pass a criminal background check prior to appointment by City Council and/or swearing in as Commissioner. The Human Resources department will contact you to schedule the criminal background process when, and if appropriate. It is important to note that you fill out this application completely and honestly to the best of your abilities. Failure to disclose your criminal history may result in disqualification. If a conviction has been expunged disclosure is not required.

Applicant Name: Paul Wapnowski

Have you ever been convicted of a felony crime: No: Yes:

Have you been convicted of a misdemeanor: No: Yes:

If any convictions were expunged disclosure is not required.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.

There may be circumstances that could disqualify an applicant from the background process beyond the listed crimes below. Each incident is evaluated in terms of the circumstances and facts surrounding its occurrence and its degree of relevance to the position.

*****Disqualifying criteria for Community and Police Relations Commissioner are listed on the back of this form.***

RECEIVED

FEB 17 2022

Office of the City Clerk
City of National City

BOARDS, COMMISSIONS, AND COMMITTEES

STATEMENT OF INTENT / REQUEST FOR RE-APPOINTMENT


The City Council will soon consider appointments and re-appointments to various Boards and Committees.

Please check the box below that best indicates your desire or intent, sign and return to the City Clerk's Office.

I respectfully request to be re-appointed to the **Community & Police Relations Commission.**

I do not desire to be re-appointed.

Daniel Orth


Signature 

February 17, 2022

Date

RECEIVED

FEB 17 2022

Office of the City Clerk
City of National City

BOARDS, COMMISSIONS, AND COMMITTEES

STATEMENT OF INTENT / REQUEST FOR RE-APPOINTMENT


The City Council will soon consider appointments and re-appointments to various Boards and Committees.

Please check the box below that best indicates your desire or intent, sign and return to the City Clerk's Office.

I respectfully request to be re-appointed to the **Community & Police Relations Commission.**

I do not desire to be re-appointed.

Zachary Francisco-Gomez


Signature

2/17/2022
Date

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

Received in the City
Clerk's Office 2/24/22
4:06 p.m. TH

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

➤ Applicants must be residents of the City of National City except for those marked by an asterisk (*). All applicants must be U.S. Citizens.

➤ Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

➤ Applicants for the Advisory Housing Committee must have subject matter expertise in housing-related issues.

Name: Robert Morenc E-Mail: Morenc-R@lctmncil.com

Home Address: [REDACTED] Tel No: [REDACTED]
(Include City/Zip) Chula Vista, CA 91914

Business Affiliation: BETTER Business Bureau Title: COMPLAINTS CHAIR

Business Address: 4747 Viewridge Ave Tel. No.: 658-4271127

Length of Residence in National City: 17 years San Diego County: 36 years California: 36 years

Educational Background: Sweetwater High School, Southern Oregon College, San Diego State University

Occupational Experience: Better Business Bureau, Star news

Professional or Technical Organization Memberships: Pres & Member for 7 years, Community through work

Civic or Community Experience, Membership, or Previous Public Service Appointments: Chula Vista Redistricting Commission

Experience or Special Knowledge Pertaining to Area of Interest: _____

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

Date: 2-24-2022 Signature: [REDACTED]

Please feel free to provide additional information or letters of endorsement.
Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950
Thank you for your interest in serving the City of National City.

Supplemental Application:
National City Community and Police Relations Commission (CPRC)

The National City Community and Police Relations Commission serves as an independent, unbiased and impartial office that is readily available to the public. It is an organization for the improvement of police and community relations and the facilitation of disputes whenever possible. It provides a forum for citizens to voice their concerns, comment about police conduct, practices and policies and improves communication between citizens and the National City Police Department

The National City Community and Police Relations Commission is empowered to receive and review complaints regarding National City Police Department Personnel for alleged misconduct, and to recommend appropriate changes of Police Department policies and procedures toward the goals of safeguarding the rights of persons and promoting higher standards of competency, efficiency and justice in the provision of community policing services.

Applicants must be completely forthright and truthful during the application process. Applicants may be disqualified in the background process as a result of dishonesty and/or purposely omitting information regarding one's criminal history. Given the complexity of this Commission and its duties, it is necessary to pass a criminal background check prior to appointment by City Council and/or swearing in as Commissioner. The Human Resources department will contact you to schedule the criminal background process when, and if appropriate. It is important to note that you fill out this application completely and honestly to the best of your abilities. Failure to disclose your criminal history may result in disqualification. If a conviction has been expunged disclosure is not required.

Applicant Name: Robert Morene

Have you ever been convicted of a felony crime: No: Yes:
Have you been convicted of a misdemeanor: No: Yes:

If any convictions were expunged disclosure is not required.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.

There may be circumstances that could disqualify an applicant from the background process beyond the listed crimes below. Each incident is evaluated in terms of the circumstances and facts surrounding its occurrence and its degree of relevance to the position.

*****Disqualifying criteria for Community and Police Relations Commissioner are listed on the back of this form.***

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

Received City
Clerk's Office
12/01/21 at 3:12
p.m. SC

- Community & Police Relations Commission* (CPRC) ___ Civil Service Committee
___ Library Board of Trustees ___ Planning Commission
___ Parks, Recreation & Senior Citizens Advisory Board ___ Public Art Committee*
___ Veterans & Military Families Advisory Committee* ___ Traffic Safety Committee
___ Port Commission ___ Advisory Housing Committee*

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

Name: Janice Luna Reynoso E-Mail: janice@mundogardens.com

Home Address: [REDACTED] National City 91950 Tel No: [REDACTED]
(Include City/Zip)

Business Affiliation: Mundo Gardens Title: Executive Director

Business Address: 404 Euclid Ave #329, San Diego, CA 92114 Tel. No.: 619-988-4392

Length of Residence in National City: 43 San Diego County: 43 California: 43

Educational Background: Indigenous values, Resident Leadership Academy, RISE San Diego Urban Leader
Trade School

Occupational Experience: Community organizer, Environmental justice advocate and public health educator

Professional or Technical Organization Memberships: Board member on the San Diego Council of Literacy

Civic or Community Experience, Membership, or Previous Public Service Appointments:
District One representative and member of the County of San Diego Behavioural Health Advisory Board

Experience or Special Knowledge Pertaining to Area of Interest: Behavioural health and social justice advocate

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

Date: 12/1/2021 Signature: [REDACTED]

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

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

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

Supplemental Application:
National City Community and Police Relations Commission (CPRC)

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Applicant Name: Janice Luna Reynoso

Have you ever been convicted of a felony crime: No: Yes:
Have you been convicted of a misdemeanor: No: Yes:

If any convictions were expunged disclosure is not required.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.

There may be circumstances that could disqualify an applicant from the background process beyond the listed crimes below. Each incident is evaluated in terms of the circumstances and facts surrounding its occurrence and its degree of relevance to the position.

*****Disqualifying criteria for Community and Police Relations Commissioner are listed on the back of this form.***

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

Received in the City
Clerk's Office via email
3/4/2021 at 11:26 a.m. SC

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

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

Name: Savier Vargas E-Mail: SavierVargas5879@gmail.com

Home Address: [REDACTED] Tel No [REDACTED]
(Include City/Zip)

Business Affiliation: Automotive Repair Labs Title: Owner

Business Address: _____ Tel. No.: _____

Length of Residence in National City: 15 San Diego County: 41 California: 41

Educational Background: Business Management

Occupational Experience: Director of Operations for a large Automotive company

Professional or Technical Organization Memberships: _____

Civic or Community Experience, Membership, or Previous Public Service Appointments:
High School sports coach volunteer

Experience or Special Knowledge Pertaining to Area of Interest: community outreach

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

N/A [REDACTED]

Date: 3/4/2021 Signature: [REDACTED]

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

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

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

Pursuant to the California Public Records Act, information on this form may be released to the public upon request.

Rev. February 2020

Supplemental Application:
National City Community and Police Relations Commission (CPRC)

The National City Community and Police Relations Commission serves as an independent, unbiased and impartial office that is readily available to the public. It is an organization for the improvement of police and community relations and the facilitation of disputes whenever possible. It provides a forum for citizens to voice their concerns, comment about police conduct, practices and policies and improves communication between citizens and the National City Police Department

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Applicant Name: Savien Vargas

Have you ever been convicted of a felony crime: No: Yes:
Have you been convicted of a misdemeanor: No: Yes:

If any convictions were expunged disclosure is not required.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.

There may be circumstances that could disqualify an applicant from the background process beyond the listed crimes below. Each incident is evaluated in terms of the circumstances and facts surrounding its occurrence and its degree of relevance to the position.

*****Disqualifying criteria for Community and Police Relations Commissioner are listed on the back of this form.***

APPLICATION FOR APPOINTMENT TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

Office of the City Clerk City of National City

- XX Community & Police Relations Commission* (CPRC)
Library Board of Trustees
Parks, Recreation & Senior Citizens Advisory Board
Veterans & Military Families Advisory Committee*
Port Commission
Civil Service Committee
Planning Commission
Public Art Committee*
Traffic Safety Committee
Advisory Housing Committee*

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

Name: William Phillips E-Mail: WHP403@Gmail.com

Home Address: [Redacted] Tel No: [Redacted]

Business Affiliation: West-Tech Contracting Title: Driver

Business Address: 568 N. Tulip St. Escondido Tel. No.: 760-519-3576

Length of Residence in National City: 48 San Diego County: 56 California:

Educational Background: Degree in Criminal Justice

Occupational Experience: 29 years in automotive related businesses in NC 19 years NCPD, 1 year truck driver

Professional or Technical Organization Memberships: Police Officer Research Association of CA.

Civic or Community Experience, Membership, or Previous Public Service Appointments: Sweetwater Kiwanis, former NC volunteer

Experience or Special Knowledge Pertaining to Area of Interest: I have conducted complex investigations and worked in the IA office

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

Date: 3-3-22 Signature: [Redacted]

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

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

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

Supplemental Application:
National City Community and Police Relations Commission (CPRC)

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Applicant Name: William Phillips

Have you ever been convicted of a felony crime: No: XX Yes:
Have you been convicted of a misdemeanor: No: XX Yes:

If any convictions were expunged disclosure is not required.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.

There may be circumstances that could disqualify an applicant from the background process beyond the listed crimes below. Each incident is evaluated in terms of the circumstances and facts surrounding its occurrence and its degree of relevance to the position.

*****Disqualifying criteria for Community and Police Relations Commissioner are listed on the back of this form.***

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

MAR 03 2022

Office of the City Clerk
City of National City

- X Community & Police Relations Commission* (CPRC)
Library Board of Trustees
Parks, Recreation & Senior Citizens Advisory Board
Veterans & Military Families Advisory Committee*
Port Commission
Civil Service Committee
Planning Commission
Public Art Committee*
Traffic Safety Committee
Advisory Housing Committee*

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

Name: ALEXANDER C. FERNANDEZ E-Mail: alex18-aug13@yahoo.com

Home Address: [Redacted] Tel No: [Redacted]
(Include City/Zip)

Business Affiliation: Pacific Maritime Association / ILWU Title: Longshoreman

Business Address: 555 Market St Suite 3 San Francisco CA 94105 Tel. No.: (415) 576-3200

Length of Residence in National City: 4yrs San Diego County: 32yrs California: 32yrs

Educational Background: Highschool Diploma, some college/w Cert in Labor Studies

Occupational Experience: Registered B man for ILWU - Skilled Labor and clerk certified in the World Trade Industry.

Professional or Technical Organization Memberships: (ILWU) International Longshore and Warehouse Union

Civic or Community Experience, Membership, or Previous Public Service Appointments: Participated in San Diego (CERT) - Participate with Heavens Windows

Experience or Special Knowledge Pertaining to Area of Interest: Participation in NCPD explore Program as a teen. Participation with Bright Hope Community Church with community programs.

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

Date: 3/1/2022 Signature: [Redacted]

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

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

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

Supplemental Application:
National City Community and Police Relations Commission (CPRC)

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Applicant Name: ALEXANDER C. FERNANDEZ

Have you ever been convicted of a felony crime: No: X Yes:
Have you been convicted of a misdemeanor: No: X Yes:

If any convictions were expunged disclosure is not required.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.

There may be circumstances that could disqualify an applicant from the background process beyond the listed crimes below. Each incident is evaluated in terms of the circumstances and facts surrounding its occurrence and its degree of relevance to the position.

*****Disqualifying criteria for Community and Police Relations Commissioner are listed on the back of this form.***

TITLE: Appointments to Boards, Commission and Committees	POLICY # 107
ADOPTED: June 17, 1986	AMENDED: November 16, 2021

PURPOSE

To establish a procedure to serve as a guide in making appointments to various City Boards, Commissions, and Committees. The City currently has the following Boards, Commissions, and Committees to which this Policy applies:

Mayor's Appointments:

1. Board of Library Trustees
2. Community and Police Relations Commission
3. Park, Recreation, and Senior Citizens Advisory Committee
4. Public Art Committee
5. Sweetwater Authority
6. Traffic Safety Committee
7. Veterans and Military Families Advisory Committee

City Council Appointments:

1. Civil Service Commission
2. Planning Commission
3. Housing Advisory Committee including Ex-Officio Members
4. Port Commission

POLICY

Appointment Process

- A. Opportunity to apply. All interested individuals shall be given an opportunity to submit applications for vacancies on City Boards, Commissions, and Committees. Incumbent Appointees are not automatically re-appointed but are required to fill out an abbreviated application provided by the City Clerk, indicating their interest in continuing to serve.
- B. Unexpired terms. If an incumbent Appointee was appointed to fill an unexpired term and the Appointee serves for less than one year in that position, the Council may re-appoint the incumbent without considering other applicants.
- C. Vacancies. When vacancies occur, the following procedure shall be followed:
 1. Schedule vacancy. When a term is expiring or expires, public notice of the vacancy shall be made, inviting interested individuals to submit applications for the vacancy on a form provided by the City Clerk on the City website.

Unscheduled vacancy. An unscheduled vacancy shall be filled according to

TITLE: Appointments to Boards, Commission and Committees	POLICY # 107
ADOPTED: June 17, 1986	AMENDED: November 16, 2021

Government Code Section 54974, which generally provides as follows: Whenever an unscheduled vacancy occurs, whether due to resignation, death, termination, or other causes, a special vacancy notice shall be posted in the Office of the City Clerk, the City website, outside City Hall on the Bulletin Board, and on City social media platforms not earlier than twenty (20) days before or not later than twenty (20) days after the vacancy occurs. The City Council shall not make a final appointment for at least ten (10) working days after posting the notice in designated locations. The notice’s posting and application period shall be thirty (30) calendar days. However, if it finds that an emergency exists, the City Council may, fill the unscheduled vacancy immediately. According to this section, a person appointed to fill the vacancy shall serve only on an interim basis until the final appointment.

The end of term for the members of Boards, Commissions, and Committees generally occurs in an annual rotation during the months of March and September. Appointments will be considered at those times unless a vacancy resulting from a resignation results in the lack of a Quorum on the Board, Commission, or Committee, in which case the appointment could occur at the time of the unscheduled vacancy in accordance with the procedure set out above.

3. Government Code Section 40605, and National City Municipal Code Title 16, grants the Mayor, with the City Council’s approvals, the authority to make all appointments unless otherwise explicitly provided by statute. The exceptions are:
 1. Civil Service Commission
 2. Planning Commission
 3. Housing Advisory Committee including Ex-Officio Members
 4. Planning Commission

The City Council fills vacancies on these bodies.

- D. Implementation. Implementation of Council policy for appointment to Boards, Commissions, and Committees requires the following:
 1. Per Government Code Section 54972, on or before December 31 of each year, the City Council shall prepare a list of appointments of all regular and ongoing Boards, Commissions, and Committees appointed by the City Council. The City Clerk will prepare the list of all regular and ongoing Boards, Commissions, and Committees appointed by the Mayor or the City Council. The list shall contain a list of all terms that will expire during the next calendar year, the incumbent appointee’s name, the appointment date, the term’s expiration date, and the position’s necessary qualifications. It shall also include a list of all

TITLE: Appointments to Boards, Commission and Committees	POLICY # 107
ADOPTED: June 17, 1986	AMENDED: November 16, 2021

Boards, Commissions, and Committees whose members serve at the City Council's pleasure and the qualifications required for each position. This Local Appointments List shall be made available to the public on the City website.

2. Notice. A public notice for vacancies must be placed in the newspaper of general circulation within the City, on the City's website, City Hall Bulletin Boards, and City social media platforms.
3. Expiration of term. All appointees will receive a letter as their terms expire asking if they would like to re-apply for the position.
4. Applications. Applications shall be available on the City website and in the City Clerk's Office. Submissions must be received before the advertised deadline for consideration for the appointment. All applications will be retained in the City Clerk's Office for one year from the date the application was submitted. During the one-year retention period of the application, an applicant shall be considered for other vacancies on Boards, Commissions, and Committees. The City Clerk's Office will notify the applicant being considered for an appointment to confirm that they are still interested in volunteering.
5. A member may only serve on one (1) Board, Commission, or Committee at a time. If an applicant applies for another position on a different Board, Commission, or Committee, that applicant will forfeit the prior seat and a vacancy will occur per policy.
6. Interviews:
 - a. Mayor Appointments: Interviews for Mayoral appointments will be conducted by the Mayor outside of the public meeting and scheduled by the Mayor's Office.
 - b. City Council Appointments: Interviews for the four (4) Civil Service Commission, Planning Commission, Housing Advisory Committee, and Port Commission who serve at the City Council's pleasure and are appointed by the City Council as a body will be interviewed in the public forum at a City Council Meeting as described below.

7. Mayoral Appointments:

The Mayor will make the motion to appoint (naming the appointee) and Councilmembers may second the motion. The City Clerk will then take a roll call

TITLE: Appointments to Boards, Commission and Committees

POLICY # 107

ADOPTED: June 17, 1986

AMENDED: November 16, 2021

vote of the City Council. A majority vote of the City Council will be required for the appointment. If the majority of the City Council choose to deny the proposed appointment, the Mayor shall either propose an alternative candidate from the current application pool or choose to reopen the application period and return to the City Council at a future City Council Meeting with a different applicant for consideration. If a Mayoral Appointment is not approved by the majority of the City Council by confirmation, that applicant is removed from the pool for that seat. The Mayor will return to a future meeting with a substitute Mayoral appointment.

8. For City Council Appointments, the Interview Process is as follows:
 - a. The City Clerk will provide an overview of the Board, Commission, or Committee(s) with current vacancy (ies). The Mayor will introduce the applicant and two (2) questions will be asked of each applicant on behalf of the City Council.
 - b. Each applicant is given two (2) minutes to make a brief introduction of themselves and their qualifications to the City Council.
 - c. Mayor and City Councilmembers will ask questions of each applicant. All applicants must be asked the same questions.
 - d. Total time per applicant is five (5) timed minutes with time allowed for clarification at the discretion of the City Council, not to exceed ten (10) minutes total per applicant.
 - e. All appointments and interviews before the City Council will be scheduled as needed to fill unexpected vacancies, with every effort to be made before an individual's term expires. Interviews may take place at one meeting, with appointments made at a subsequent meeting.
9. Vacancies for City Council Appointed Positions. If the vacancy is for a City Council appointed position, and there is more than one (1) applicant for a given position, the voting process will proceed as follows: Once the interviews are complete, each Councilmember votes for their choice via a written ballot provided by the City Clerk. Each Councilmember shall print and sign their name on the ballot. All ballots shall be considered a public record and be open to inspection by the public. The ballots are passed to the City Clerk who announces the number of votes for each candidate.

TITLE: Appointments to Boards, Commission and Committees	POLICY # 107
ADOPTED: June 17, 1986	AMENDED: November 16, 2021

If the appointment process is conducted via a virtual meeting the process is the same except the ballot/vote process. The City Clerk’s Office will provide a Vote Sheet (a piece of paper electronically) with the name of each applicant to be considered. The Mayor will count to three (3) and the Council will hold their vote sheet up in front of their face to make sure it is captured on the camera during the live virtual meeting. The City Clerk will tally the votes and will then confirm the votes with a verbal roll call. The applicant with the most votes is appointed.

In the event of a tie, each Councilmember votes again until one (1) candidate has the majority vote and is declared to be the newly–appointed member of the Board, Commission, or Committee.

10. Re-appointment beyond two terms. Anyone wishing to be re-appointed to any Board, Commission, or Committee and has served two or more full terms already must be approved by a four-fifths vote of the City Council. If all five members of the City Council are not present, or if one member abstains or recuses their vote, the four-fifths requirement shall be changed to require only a simple majority.

11. Report to Council:
 All applications received for vacancies, whether Mayoral Appointment or City Council Appointment, will be attached to the staff report to Council. All applications will have private personal information redacted (name, street numbers and name of street address, and phone number). This redacted information is in alignment with Government Code Section 6255(a) because the public interest served by not disclosing the applicant’s personal, private information and protection of the applicant’s right to privacy outweighs the public interest served by disclosing that information.

12. An automatic vacancy upon becoming a Non-Resident. An unscheduled vacancy automatically occurs when a resident holding an appointment position on a City Board, Committee, or Commission becomes a non-resident by moving out of National City limits. When an unscheduled vacancy occurs due to a resident becoming a non-resident, the unscheduled vacancy may be filled as follows:

a. A special vacancy notice shall be posted in the Office of the City Clerk, and in other places as directed by the City Council, not earlier than 20 days before or not later than 20 days after the vacancy occurs. Final Appointment at a City Council Meeting shall not be made by the Appointing Authority for at least 10 working days after the posting of the notice in the City Clerk’s Office.

TITLE: Appointments to Boards, Commission and Committees	POLICY # 107
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- b. The Appointing Authority may appoint the former resident to a Non-Residential position if a Non-Residential position is vacant.

However, the Appointing Authority may, if it finds that an emergency exists, fill the unscheduled vacancy immediately. A person appointed to fill the vacancy shall serve only on an acting basis until the final appointment is made pursuant to this section.

- 13. Only City Residents may be elected to Chair and Vice-Chair positions. To be eligible to be elected as the Chairperson of a City Board, Committee, or Commission, the member must be a resident of the City.

14. Resignations, Attendance, Training, and Removals

Resignation:

If a Commissioner or Member of a Board, Committee, or Commission is unable to continue serving because of health, business requirements, or personal reasons, a letter of resignation shall be submitted to the City Clerk, who will present to the City Council.

Attendance:

Regular attendance at meetings is critical to be effective operation of City Boards, Commissions, and Committees. The City Council relies on the advice of the City's Boards, Commissions, and Committees, which is the result of discussions among appointed members. The City Council anticipates that members of Boards, Committees, and Commissions shall make every reasonable effort to attend all regular and special meetings of their respective Boards, Commissions, and Committees, and to be prepared to discuss matters on their respective agendas.

A Commissioner or Member of a Board, Committee, or Commission shall be considered removed from any advisory board under the following conditions:

- 1. A Commissioner or Member of a Board, Committee, or Commission with unexcused absences from three consecutive regularly scheduled meetings.
- 2. A Commissioner or Member of a Board, Committee, or Commission misses more than 25% of the advisory body's meetings in a calendar year.

TITLE: Appointments to Boards, Commission and Committees	POLICY # 107
ADOPTED: June 17, 1986	AMENDED: November 16, 2021

3. A Commissioner or Member of a Board, Committee, or Commission must be present at least one hour, or 50% of the entire meeting, whichever is less, to be counted as present for purposes of attendance.

Excused Absences:

An “excused absence” is only granted when absolutely necessary and pre-approved if at all possible. The City Council encourages Boards, Commissions, and Committees to refrain from scheduling meetings on cultural and religious holidays in order to encourage full participation by all Commissioners, Board Members, and the public. The pre-approval of excused absences will be by the body as a whole and documented in the meeting minutes.

Excused absences are listed as follows:

1. Illness of the Commissioner or Member of the Board, Committee, or Commission, their family member, or their personal friend;
2. Business commitment of the Commissioner or Member of the Board, Committee, or Commission that interferes with the attendance at a meeting;
3. Attendance of the Commissioner or Member of the Board, Committee, or Commission at a funeral, religious service or ceremony, wedding, or other similarly-significant event; or
4. Other reason for which the Commissioner or Member of the Board, Committee, or Commission has given notice to the Chairperson or Secretary of their unavailability fifteen (15) days in advance, as long as the unavailability is not expected to last longer than 30 days.

Removal:

The Secretary or Lead of each Board, Commission, or Committee will report the attendance to the Office of the City Clerk on a monthly basis. If the attendance or absences fall within these guidelines, the Office of the City Clerk will prepare a report to City Council for review and possible removal of the Commissioner, Member, or Alternate sitting on the Board, Committee, or Commission. Any Commissioner, Member, or Alternate sitting on a Board, Committee, or Commission may be removed from office at any time by a simple majority vote of the City Council at a regularly scheduled Council meeting with or without cause.

Mandatory Training and Filing Requirements:

Commissioners and Members of Board, Committee, or Commission, as appointed by the legislative body, are entrusted with certain responsibilities and

TITLE: Appointments to Boards, Commission and Committees	POLICY # 107
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concomitant training and reporting. The following are requirements of Commissioners and Members of Boards, Commissions, and Committees. This training is required to be completed within 30 days of appointment or notification.

1. Oath of Office (Article XX of the California Constitution, and California Government Code Section 36507)
2. Fair Political Practices Commission (FPPC) Statement of Economic Interest Form 700 Filing (California Government Code Section 87100 et seq)
3. AB1234 Ethics Training (California Government Code Section 53235.1(b))
4. Sexual Harassment Training
5. Brown Act Training
6. Social Media Training
7. Any training required by State Law, Federal Law, or City Policies.

All training is offered in a variety of formats including in person, via Zoom, training website/software, and pre-recorded video. Currently, these are all requirements of the Mayor and City Council, and City staff.

Removal:

Failure to complete any of these requirements within 30 days of the appointment date or date of notification is cause for automatic removal.

Related Policy References

- Government Code Section 40605
- Government Code Section 54970, et seq.
- Article XX of the California Constitution, and California Government Code Section 36507
- California Government Code Section 53235(b)
- California Government Code Section 87100 et seq
- National City Municipal Code Title 16 (pending)

Prior Policy Amendments:

- February 2, 2021 (Resolution No. 2021-08)
- May 19, 2020 (Resolution No. 2020-95)
- November 9, 1993 (Resolution No. 93-173)
- June 11, 2013 (Revised – No Resolution – Refer to Meeting Minutes)
- October 8, 2013 (Resolution No. 2013-147)
- May 19, 2020 (Resolution No. 2020-20)

BOARDS/COMMISSION/COMMITTEES

BOARDS, COMMISSION AND COMMITTEES (11)	BOARD OF LIBRARY TRUSTEE	CIVIL SERVICE COMMISSION	COMMUNITY AND POLICE RELATIONS COMMISSION	PARK, RECREATION AND SENIOR CITIZENS' ADVISORY COMMITTEE	PLANNING COMMISSION and HOUSING ADVISORY COMMITTEE	PORT COMMISSION	PUBLIC ART COMMITTEE	SWEETWATER AUTHORITY	TRAFFIC SAFETY COMMITTEE	VETERAN'S AND MILITARY FAMILIES ADVISORY COMMITTEE
TOTAL MEMBERS (51+)	(5 Members)	(5 Members)	(8 Members)	(7 Members)	(7 Members) 2 Ex Officio	(1 Member)	(5 Members)	(1 Member)	(5 Members)	(7 Members)
TERM	3 Years	5 Years	3 Years	3 Years	4 Years	4 Years	3 Years	4 Years	3 Years	4 Years
RESIDENCY REQUIREMENT	Yes	Yes	5 Resident up to 2 Non-Resident (1) Non-Voting Member	Yes	Yes	Yes	No	n/a	Yes	5 Resident up to 2 Non-Resident
VOTER REQUIREMENT	No	No	No	No	No	No	No	No	No	No
MAYORAL APPOINTMENT SUBJECT TO CONFIRMATION BY THE CITY COUNCIL	X		X	X			X	X	X	X
CITY COUNCIL AS A BODY APPOINTMENT		X			X	X				
COMPENSATION	No	No	No	No	Compensation set by Council Resolution	No	No	No	No	No
FORM 700 FILING REQUIREMENT	Yes	Yes	Yes	No	Yes	n/a	No	n/a	No	No
MEETINGS	1 X per month	1X every other month	1X every 3 months	1X every 2 months	2X per month	n/a	1X per quarter	n/a	1X per month	1X per quarter
REQUIRED TO REPORT TO COUNCIL ANNUALLY	Yes, on or before August 31st and to the State Librarian	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
OTHER		Can not be salaried employee or holds office of the City								

CITY COUNCIL POLICY #107 and NCMC TITLE 16

**Effective February 2, 2020 all Chair and Vice-Chairs are required to be NC Residents

The following page(s) contain the backup material for Agenda Item: [Boards, Commissions, Committees - City Council Interviews and Appointments. \(City Clerk\)](#)
Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: March 15, 2022

AGENDA ITEM NO. |

ITEM TITLE:

Appointments: City Boards, Commissions and Committees – City Council Appointments (City Clerk)

PREPARED BY: Luz Molina, City Clerk
Shelley Chapel, Deputy City Clerk |

DEPARTMENT: City Clerk’s Office

PHONE: (619) 336-4225 |

APPROVED BY: *Shelley Chapel*

EXPLANATION:

Vacancies on multiple Boards/Commissions/Committees (BCCs) were noticed in the Star News, posted on the City Hall Bulletin Boards, City Website, and City Social Media sites to advertise openings and the application acceptance period.

The most recent Vacancy Notices were posted on Thursday, January 20, 2022, and all applications were due to the City Clerk’s Office by the deadline of Thursday, February 24, 2022, at 5:00 p.m.

The following BCCs currently have Vacancies caused by end of term and/or resignations:

Civil Service Commission, Housing Advisory Committee, and Planning Commission.

Incumbents were given the option to be considered for reappointment, those consideration applications are included in Attachment B. The City Clerk’s Office also contacted applicants who previously applied for positions in the last twelve (12) months for consideration. Applications are retained for those not appointed for twelve (12) months from application date.

(See Explanation (Attachment A) for more information)

FINANCIAL STATEMENT:

APPROVED: *Molly Brun* **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

This report does not reflect financial 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:

City Council to Conduct Interviews and Appointment.

BOARD / COMMISSION RECOMMENDATION:

n/a |

ATTACHMENTS:

- Attachment A – Explanation
- Attachment B – Applications (redacted)
- Attachment C – City Council Policy #107
- Attachment D – Boards/Commission/Committees Reference Chart |

The City Clerk’s Office began advertising and accepting applications for Vacancies on multiple Boards/Commissions/Committees: Civil Service Commission, Housing Advisory Committee and Planning Commission between November 2021 and March 2022.

Background

In order to obtain qualified candidates, a Notice of Vacancies was advertised on the following: The City website, posted on the City Hall Bulletin Boards, the Star News and City Social Media sites to advertise openings and the application acceptance period. The Vacancies presented are a combination of resignations or end of Term (March 2022).

Vacancies are listed below:

BCC	Number of Open Seats and Term expiration for that seat	Appointing Member(s)	Residency Requirement	Applications Received
Civil Service Commission	(1) One - Sept. 30, 2022	City Council	Yes (1)	Robert Moreno (Non-Resident) Disqualified – Residency Requirement
Housing Advisory Committee	(1) One - March 31, 2023 (3) Three - March 31, 2026	City Council	Yes/No (1) Yes (3)	Maria Dela Paz *(Resident) Damian Roman*(Resident) Lorna Delos Santos*(Resident) Randi Marie Castle (Resident) Robert Moreno (Non-Resident) Mayra A. Valdez (Resident)
Planning Commission	(2) Two - March 31, 2026	City Council	Yes (1)	Maria Dela Paz *(Resident) Damian Roman*(Resident) Randi Marie Castle (Resident) Richard Martin Miller(Resident) Javier Vargas (Resident)

Residency requirements are listed if required in the chart above. If filling a resident requirement, applicant must reside within the City of National City at the time the application is submitted to be considered for the resident position.

***One (1) applicant Lorna Delos Santos** is currently a member of the Housing Advisory Committee appointed December 15, 2020, to present with a term that expires March 31, 2022. Attendance of meetings is shown below for reference.

Attendance	2021 – Seven (7)	2022 – One (1)
Attended	1	0
Absent	1	1
Cancelled	5	0

Per City Council Policy #107 (D)(14)(3) Mandatory Training and Filing Requirements: Commissioner Delos Santos has the following required training still left to complete: AB1234 Ethics Training, Anti-Sexual Harassment Training. In addition, submittal of the Self-Attestation of COVID-19 Status and Disclosure Authorization.

***One (1) applicant Damian Roman** is currently a member of the Housing Advisory Committee and Planning Commission appointed January 19, 2021, to present with a term that expires March 31, 2022. Attendance of meetings is shown below for reference.

Housing Advisory Committee

Attendance	2021 – Seven (7)	2022 – One (1)
Attended	2	0
Absent	0	1
Cancelled	5	0

Planning Commission

Attendance	2021 – Nineteen (19)	2022 – Two (2)
Attended	9	1
Absent	0	0
Cancelled	10	1

Per City Council Policy #107 (D)(14)(3) Mandatory Training and Filing Requirements: Commissioner Roman has completed all required training and filing requirements.

***One (1) applicant Maria DeLa Paz** is currently a member of the Housing Advisory Committee and Planning Commission appointed April 2, 2002, to present with a term that expires March 31, 2022. Attendance of meetings is shown below for reference.

Housing Advisory Committee

Attendance	2020 - Ten (10)	2021 – Seven (7)	2022 – One (1)
Attended	4	2	0
Absent	0	0	1
Cancelled	6	5	0

Planning Commission

Attendance	2018 – Nineteen (19)	2019 – Twenty One (21)	2020 – Eighteen (18)	2021 – Nineteen (19)	2022 – Two (2)
Attended	12	14	7	8	1
Absent	3	2	0	1	0
Cancelled	4	5	11	10	1

Per City Council Policy #107 (D)(14)(3) Mandatory Training and Filing Requirements: Commissioner DeLa Paz has completed all required training and filing requirements.

****Per City Council Policy #107 (D)(10) Re-appointment beyond two terms.** Anyone wishing to be re-appointed to any Board, Commission, or Committee and has served two or more full terms already must be approved by a four-fifths vote of the City Council. If all five members of the City Council are not present, or if one member abstains or recuses their vote, the four-fifths requirement shall be changed to require only a simple majority.

Appointment:

Per City Council Policy #107 (D)(7):

The Mayor will make the motion to appoint (naming the appointee) and Councilmembers may second the motion. The City Clerk will then take a roll call vote of the City Council. A majority vote of the City Council will be required for the appointment. If, the majority of the City Council choose to deny the proposed appointment, at which point the Mayor would propose an alternative candidate from the current application pool, or could choose to reopen the application period and return to City Councils with a different applicant for consideration. If Mayor Appointment is not approved by the majority of the City Council by confirmation, that applicant is removed from the pool for that seat. The Mayor will return to a future meeting with a substitute Mayoral appointment.

Per City Council Policy #107 (D)(14)(3): Attendance

A Commissioner or Member of a Board, Committee, or Commission must be present at least one hour, or 50% of the entire meeting, whichever is less, to be counted as present for purposes of attendance.

Per City Council Policy #107 (D)(14)(3): Mandatory Training and Filing Requirements:

Commissioners and Members of Board, Committee, or Commission, as appointed by the legislative body, are entrusted with certain responsibilities and concomitant training and reporting. The following are requirements of Commissioners and Members of Boards, Commissions, and Committees. This training is required to be completed within 30 days of appointment or notification.

1. Oath of Office (Article XX of the California Constitution, and California Government Code Section 36507)
2. Fair Political Practices Commission (FPPC) Statement of Economic Interest Form 700 Filing (California Government Code Section 87100 et seq)
3. AB1234 Ethics Training (California Government Code Section 53235.1(b))
4. Anti-Sexual Harassment Training
5. Brown Act Training
6. Social Media Training
7. Any training required by State Law, Federal Law, or City Policies.

All training is offered in a variety of formats including in person, via Zoom, training website/software, and pre-recorded video. Currently, these are all requirements of the Mayor and City Council, and City staff.

RECEIVED

FEB 16 2022

Office of the City Clerk
City of National City

BOARDS, COMMISSIONS, AND COMMITTEES

STATEMENT OF INTENT / REQUEST FOR RE-APPOINTMENT


The City Council will soon consider appointments and re-appointments to various Boards and Committees.

Please check the box below that best indicates your desire or intent, sign and return to the City Clerk's Office.

I respectfully request to be re-appointed to the **Planning Commission and Housing Advisory Committee.**

I do not desire to be re-appointed.

Maria Dela Paz


Signature

2/16/2022
Date

RECEIVED

FEB 17 2022

Office of the City Clerk
City of National City

BOARDS, COMMISSIONS, AND COMMITTEES

STATEMENT OF INTENT / REQUEST FOR RE-APPOINTMENT


The City Council will soon consider appointments and re-appointments to various Boards and Committees.

Please check the box below that best indicates your desire or intent, sign and return to the City Clerk's Office.

I respectfully request to be re-appointed to the **Planning Commission and Housing Advisory Committee.**

I do not desire to be re-appointed.

Damian Roman


Signature

02.17.2022
Date

MAR 03 2022

Office of the City Clerk
City of National City

BOARDS, COMMISSIONS, AND COMMITTEES

STATEMENT OF INTENT / REQUEST FOR RE-APPOINTMENT

The City Council will soon consider appointments and re-appointments to various Boards and Committees.

Please check the box below that best indicates your desire or intent, sign and return to the City Clerk's Office.

I respectfully request to be re-appointed to the **Housing Advisory Committee**.

I do not desire to be re-appointed.

Lorna Delos Santos



Signature

3/3/22

Date

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

Updated application already on file
RECEIVED

MAR 03 2022

- | | |
|---|--|
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC) | <input type="checkbox"/> Civil Service Commission |
| <input type="checkbox"/> Library Board of Trustees | <input checked="" type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input type="checkbox"/> Public Art Committee* |
| <input type="checkbox"/> Veterans & Military Families Advisory Committee* | <input type="checkbox"/> Traffic Safety Committee |
| <input type="checkbox"/> Port Commission | <input checked="" type="checkbox"/> Advisory Housing Committee* 1 |

Office of the City Clerk
City of National City

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

Name: Randi Marie Castle E-Mail: randicastle007@gmail.com
 Home Address: [Redacted] National City 91950 Tel No: [Redacted]
 (Include City/Zip)
 Business Affiliation: Randi Castle Realtor Title: Realtor

Business Address: _____ Tel. No.: _____

Length of Residence in National City: 8yrs San Diego County: 28yrs California: 42yrs

Educational Background: H.S. Grad, Vocational College grad, PharmTech License, Real Estate course completion, marketing / Business admin background

Occupational Experience: Realtor, Business owner, marketing director, operations manager, Real Estate Brokerage manager, Teamlead, development-investor

Professional or Technical Organization Memberships: VAREP, MRP, CNE, SDAR, WAR, CAR, PSAR, CMRS, new construction, development

Civic or Community Experience, Membership, or Previous Public Service Appointments: Volunteer VFW post 2111, member of American Legion Post 255

Experience or Special Knowledge Pertaining to Area of Interest: new construction, tenant rights, current events, property management, down payment assistance, zoning, housing market, redevelopment, mortgage rates / loans

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

DUI, 2009 - Completed all courses - paid all fines in full.

Date: 3/3/22 Signature: [Redacted]

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

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

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

Mayor, Vice Mayor, City Council Members

My name is Randi Castle (She, Her),

A little about myself, I was born in Orange County, and relocated to San Diego at the age of 14. My stepfather was in the Navy and was stationed here at 32nd St.

I have lived and resided in San Diego County ever since. In the past, I have held a pharmacy technician license, been a school lunch lady, a server at Filippi's restaurant, as well as a bartender at multiple south bay establishments. Currently, I am a small business owner and Realtor here in National City since 2013. I have 4 children – 3 adults and a 7 year old. I also am a Navy mom, with my daughter stationed at NAS North Island. I have volunteered for past years serving veterans lunch at the VFW post in Chula Vista, as well, I am an active member at the American Legion here in National City. I help advocate for our veterans locally, as well as at the state and federal level, for suicide prevention, PTSD, housing issues, and veterans' rights with the IAVA and I am a VAREP.

My husband is the director of facilities for a nonprofit, the YWCA in downtown San Diego. Helping advocate with compassion and empathy for homelessness, and domestic violence is something my family is also passionate about.

Walk a mile in Her Shoes is an event annually for us.

If you learn anything about me, know this.

- My passion is serving and helping people.

I work tirelessly, here in National City, day in and day out with multiple members of our community and National City residents. Over the course of the last nearly 10 years, I have watched home prices skyrocket as homeownership has come out of the grasps for many of our current residents. Creating and encouraging generational wealth through possible shared equity programs, down payment assistance programs, possible condo conversions, limiting the amount of converted residential homes being used as assisted living facilities-by investors for profit, creating ease in the permitting process - helping address ADU, Junior ADU, and granny flats, possibly parceling property lines on larger lots of land – assisting with zoning regulations, as well as creating great walk-ability and gearing up for a green environment all spearhead some of my visions and dreams for National City. I am very knowledgeable about current market conditions, zoning, development, residential real estate, condos, and I feel I would be an amazing asset to you all. As I would be serving on an Advisory committee, I believe my visions/ideas/knowledge would help support the goals and visions of the current Mayor, Vice Mayor, and Councilmembers, all ultimately in the successful execution of your plans in helping National City grow.

So much respect to all of you.

Gracefully,
Randi Castle
Realtor©

DRE#01943048

To Whom it May Concern-

Being a life time resident of National City for over 60 years, being from a civic minded family and serving on multiple city commissions – in my opinion, I feel Miss Randi Castle is Qualified – if not over qualified to sit on whichever board or commission she is submitting application for. She is a mother, wife, daughter, strong independent woman, business owner, and Realtor. She has personally helped multiple family and friends with all their real estate needs. And is the best neighbor ever.

Respectfully,

Cheryl Howrey-Colmenero



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

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

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

Name: Mayra A. Valdez E-Mail: mk.mayra.valdez@gmail.com

Home Address: [Redacted] National City, CA 91950 Tel No: [Redacted]
(Include City/Zip)

Business Affiliation: _____ Title: _____

Business Address: _____ Tel. No.: _____

Length of Residence in National City: 20+ years San Diego County: 31 years California: 31 years

Educational Background: Bachelor of Arts in Sociology

Occupational Experience: Social Services. Direct client services working with homeless population.

Professional or Technical Organization Memberships: _____

Civic or Community Experience, Membership, or Previous Public Service Appointments: Currently advisory member of the Community Action Plan on Homelessness

Experience or Special Knowledge Pertaining to Area of Interest: 8+ years of volunteering/working for non-profits that provide services to homeless population.

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

Date: 8/13/2021 Signature: [Redacted]

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

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

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

Pursuant to the California Public Records Act, information on this form may be released to the public upon request.

Rev. February 2020

MAYRA VALDEZ

National City, CA 91950

mk.mayra.valdez@gmail.com

EXPERIENCE

FEBRUARY 2021 – PRESENT

PROGRAM MANAGER- TEMPORARY HOUSING

THE SALVATION ARMY-DOOR OF HOPE

- Carry out management responsibilities in accordance with the organization's policies and applicable laws
- Develop and implement up-to-date program policies and procedures that are consistent with best practices, agency philosophy, and are consistent across programs
- Perform quality control audits to ensure accuracy, completeness, and proper implementation of policies and procedures related to data entry, including auditing individual resident files for accuracy and timeliness

MAY 2019 – FEBRUARY 2021

PROGRAM SPECIALIST-YOUTH HOMELESSNESS DEMONSTRATION PROGRAM

REGIONAL TASK FORCE ON HOMELESSNESS

- Perform a wide variety of tasks focused on the development and implementation of the Community Coordinated plan to End Youth Homelessness
- Ensure that programs are fiscally sound and operating a balanced budget, which includes adhering to fiscal and personnel timelines for regular ongoing activities, as well as periodic adjustments pertaining to contracts and transfer of expenses.
- Develop and track metrics to measure broad community outcomes focused on ending youth homelessness
- Provide systems guidance/support and planning for the Housing and Urban Development mandated programming, such as Coordinated Entry and the Homeless Management Information System

OCTOBER 2014- APRIL 2019

PROGRAM MANAGER- PERMANENT HOUSING

FATHER JOE'S VILLAGES

- Directly supervise the Case Managers, Alcohol and Drug Counselor, Housing Locators, and Mental Health Clinicians assigned to the multidisciplinary team.
- Participate and support staff and clients in case plan and crisis intervention meetings
- Schedule, facilitate, and prepare agendas for staff meetings that include team building, administrative tasks, trainings, and distribution of agency information
- Understand, support, and promote the Housing First model to families, veterans, transitional age youth, and single adults
- Report program activity on a quarterly and annual basis in accordance with administrative and funding source requirements

EDUCATION

MAY 2014

SAN DIEGO STATE UNIVERSITY, SAN DIEGO, CA

Bachelor of Arts in Sociology

MAY 2010

SOUTHWESTERN COMMUNITY COLLEGE, CHULA VISTA, CA

Bachelor of Arts in Communications

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

RECEIVED

JUN 7 2021

Office of the City Clerk
City of National City

- Community & Police Relations Commission* (CPRC)
- Library Board of Trustees
- Parks, Recreation & Senior Citizens Advisory Board
- Veterans & Military Families Advisory Committee*
- Port Commission
- Civil Service Committee
- Planning Commission
- Public Art Committee*
- Traffic Safety Committee
- Advisory Housing Committee*

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

Name: Richard Martin Miller E-Mail: compassrose44@gmail.com

Home Address: [REDACTED] N.C. CA 91950 Tel N: [REDACTED]
(Include City/Zip)

Business Affiliation: NONE Title: N/A

Business Address: N/A Tel. No.: N/A

Length of Residence in National City: 10+ years San Diego County: 50+ yrs California: 50+ yrs

Educational Background: B. Sci. City + Regional Planning, New Mexico St. Uni

Occupational Experience: Retired city planner (20+ years); Senior Governance Officer, U.S. State Department (2.5 years)

Professional or Technical Organization Memberships: American Planning Association (former)

Civic or Community Experience, Membership, or Previous Public Service Appointments: CERT (Community Emergency Response Team) Member

Experience or Special Knowledge Pertaining to Area of Interest: More than 20 years in the planning profession.

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

Date: June 7, 2021 Signature: [REDACTED]

Please feel free to provide additional information or letters of endorsement.
Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950
Thank you for your interest in serving the City of National City.

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

Received in the City
Clerk's Office via email
3/4/2021 at 11:26 a.m. SC

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

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

Name: Savier Vargas E-Mail: SavierVargas5879@gmail.com

Home Address:  Tel No: 
(Include City/Zip)

Business Affiliation: Automotive Repair Labs Title: Owner

Business Address: _____ Tel. No.: _____

Length of Residence in National City: 15 San Diego County: 41 California: 41

Educational Background: Business Management

Occupational Experience: Director of Operations for a large Automotive company

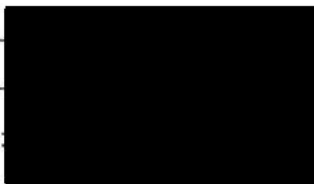
Professional or Technical Organization Memberships: _____

Civic or Community Experience, Membership, or Previous Public Service Appointments:
High School sports coach volunteer

Experience or Special Knowledge Pertaining to Area of Interest: community outreach

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

N/A 

Date: 3/4/2021 Signature: 

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

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

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

Pursuant to the California Public Records Act, information on this form may be released to the public upon request.

Rev. February 2020

TITLE: Appointments to Boards, Commission and Committees	POLICY # 107
ADOPTED: June 17, 1986	AMENDED: November 16, 2021

PURPOSE

To establish a procedure to serve as a guide in making appointments to various City Boards, Commissions, and Committees. The City currently has the following Boards, Commissions, and Committees to which this Policy applies:

Mayor's Appointments:

1. Board of Library Trustees
2. Community and Police Relations Commission
3. Park, Recreation, and Senior Citizens Advisory Committee
4. Public Art Committee
5. Sweetwater Authority
6. Traffic Safety Committee
7. Veterans and Military Families Advisory Committee

City Council Appointments:

1. Civil Service Commission
2. Planning Commission
3. Housing Advisory Committee including Ex-Officio Members
4. Port Commission

POLICY

Appointment Process

- A. Opportunity to apply. All interested individuals shall be given an opportunity to submit applications for vacancies on City Boards, Commissions, and Committees. Incumbent Appointees are not automatically re-appointed but are required to fill out an abbreviated application provided by the City Clerk, indicating their interest in continuing to serve.
- B. Unexpired terms. If an incumbent Appointee was appointed to fill an unexpired term and the Appointee serves for less than one year in that position, the Council may re-appoint the incumbent without considering other applicants.
- C. Vacancies. When vacancies occur, the following procedure shall be followed:
 1. Schedule vacancy. When a term is expiring or expires, public notice of the vacancy shall be made, inviting interested individuals to submit applications for the vacancy on a form provided by the City Clerk on the City website.

Unscheduled vacancy. An unscheduled vacancy shall be filled according to

TITLE: Appointments to Boards, Commission and Committees	POLICY # 107
ADOPTED: June 17, 1986	AMENDED: November 16, 2021

Government Code Section 54974, which generally provides as follows: Whenever an unscheduled vacancy occurs, whether due to resignation, death, termination, or other causes, a special vacancy notice shall be posted in the Office of the City Clerk, the City website, outside City Hall on the Bulletin Board, and on City social media platforms not earlier than twenty (20) days before or not later than twenty (20) days after the vacancy occurs. The City Council shall not make a final appointment for at least ten (10) working days after posting the notice in designated locations. The notice’s posting and application period shall be thirty (30) calendar days. However, if it finds that an emergency exists, the City Council may, fill the unscheduled vacancy immediately. According to this section, a person appointed to fill the vacancy shall serve only on an interim basis until the final appointment.

The end of term for the members of Boards, Commissions, and Committees generally occurs in an annual rotation during the months of March and September. Appointments will be considered at those times unless a vacancy resulting from a resignation results in the lack of a Quorum on the Board, Commission, or Committee, in which case the appointment could occur at the time of the unscheduled vacancy in accordance with the procedure set out above.

3. Government Code Section 40605, and National City Municipal Code Title 16, grants the Mayor, with the City Council’s approvals, the authority to make all appointments unless otherwise explicitly provided by statute. The exceptions are:
 1. Civil Service Commission
 2. Planning Commission
 3. Housing Advisory Committee including Ex-Officio Members
 4. Planning Commission

The City Council fills vacancies on these bodies.

- D. Implementation. Implementation of Council policy for appointment to Boards, Commissions, and Committees requires the following:
 1. Per Government Code Section 54972, on or before December 31 of each year, the City Council shall prepare a list of appointments of all regular and ongoing Boards, Commissions, and Committees appointed by the City Council. The City Clerk will prepare the list of all regular and ongoing Boards, Commissions, and Committees appointed by the Mayor or the City Council. The list shall contain a list of all terms that will expire during the next calendar year, the incumbent appointee’s name, the appointment date, the term’s expiration date, and the position’s necessary qualifications. It shall also include a list of all

TITLE: Appointments to Boards, Commission and Committees	POLICY # 107
ADOPTED: June 17, 1986	AMENDED: November 16, 2021

Boards, Commissions, and Committees whose members serve at the City Council's pleasure and the qualifications required for each position. This Local Appointments List shall be made available to the public on the City website.

2. Notice. A public notice for vacancies must be placed in the newspaper of general circulation within the City, on the City's website, City Hall Bulletin Boards, and City social media platforms.
3. Expiration of term. All appointees will receive a letter as their terms expire asking if they would like to re-apply for the position.
4. Applications. Applications shall be available on the City website and in the City Clerk's Office. Submissions must be received before the advertised deadline for consideration for the appointment. All applications will be retained in the City Clerk's Office for one year from the date the application was submitted. During the one-year retention period of the application, an applicant shall be considered for other vacancies on Boards, Commissions, and Committees. The City Clerk's Office will notify the applicant being considered for an appointment to confirm that they are still interested in volunteering.
5. A member may only serve on one (1) Board, Commission, or Committee at a time. If an applicant applies for another position on a different Board, Commission, or Committee, that applicant will forfeit the prior seat and a vacancy will occur per policy.
6. Interviews:
 - a. Mayor Appointments: Interviews for Mayoral appointments will be conducted by the Mayor outside of the public meeting and scheduled by the Mayor's Office.
 - b. City Council Appointments: Interviews for the four (4) Civil Service Commission, Planning Commission, Housing Advisory Committee, and Port Commission who serve at the City Council's pleasure and are appointed by the City Council as a body will be interviewed in the public forum at a City Council Meeting as described below.

7. Mayoral Appointments:

The Mayor will make the motion to appoint (naming the appointee) and Councilmembers may second the motion. The City Clerk will then take a roll call

TITLE: Appointments to Boards, Commission and Committees

POLICY # 107

ADOPTED: June 17, 1986

AMENDED: November 16, 2021

vote of the City Council. A majority vote of the City Council will be required for the appointment. If the majority of the City Council choose to deny the proposed appointment, the Mayor shall either propose an alternative candidate from the current application pool or choose to reopen the application period and return to the City Council at a future City Council Meeting with a different applicant for consideration. If a Mayoral Appointment is not approved by the majority of the City Council by confirmation, that applicant is removed from the pool for that seat. The Mayor will return to a future meeting with a substitute Mayoral appointment.

8. For City Council Appointments, the Interview Process is as follows:
 - a. The City Clerk will provide an overview of the Board, Commission, or Committee(s) with current vacancy (ies). The Mayor will introduce the applicant and two (2) questions will be asked of each applicant on behalf of the City Council.
 - b. Each applicant is given two (2) minutes to make a brief introduction of themselves and their qualifications to the City Council.
 - c. Mayor and City Councilmembers will ask questions of each applicant. All applicants must be asked the same questions.
 - d. Total time per applicant is five (5) timed minutes with time allowed for clarification at the discretion of the City Council, not to exceed ten (10) minutes total per applicant.
 - e. All appointments and interviews before the City Council will be scheduled as needed to fill unexpected vacancies, with every effort to be made before an individual's term expires. Interviews may take place at one meeting, with appointments made at a subsequent meeting.
9. Vacancies for City Council Appointed Positions. If the vacancy is for a City Council appointed position, and there is more than one (1) applicant for a given position, the voting process will proceed as follows: Once the interviews are complete, each Councilmember votes for their choice via a written ballot provided by the City Clerk. Each Councilmember shall print and sign their name on the ballot. All ballots shall be considered a public record and be open to inspection by the public. The ballots are passed to the City Clerk who announces the number of votes for each candidate.

TITLE: Appointments to Boards, Commission and Committees	POLICY # 107
ADOPTED: June 17, 1986	AMENDED: November 16, 2021

If the appointment process is conducted via a virtual meeting the process is the same except the ballot/vote process. The City Clerk’s Office will provide a Vote Sheet (a piece of paper electronically) with the name of each applicant to be considered. The Mayor will count to three (3) and the Council will hold their vote sheet up in front of their face to make sure it is captured on the camera during the live virtual meeting. The City Clerk will tally the votes and will then confirm the votes with a verbal roll call. The applicant with the most votes is appointed.

In the event of a tie, each Councilmember votes again until one (1) candidate has the majority vote and is declared to be the newly–appointed member of the Board, Commission, or Committee.

10. Re-appointment beyond two terms. Anyone wishing to be re-appointed to any Board, Commission, or Committee and has served two or more full terms already must be approved by a four-fifths vote of the City Council. If all five members of the City Council are not present, or if one member abstains or recuses their vote, the four-fifths requirement shall be changed to require only a simple majority.

11. Report to Council:

All applications received for vacancies, whether Mayoral Appointment or City Council Appointment, will be attached to the staff report to Council. All applications will have private personal information redacted (name, street numbers and name of street address, and phone number). This redacted information is in alignment with Government Code Section 6255(a) because the public interest served by not disclosing the applicant’s personal, private information and protection of the applicant’s right to privacy outweighs the public interest served by disclosing that information.

12. An automatic vacancy upon becoming a Non-Resident. An unscheduled vacancy automatically occurs when a resident holding an appointment position on a City Board, Committee, or Commission becomes a non-resident by moving out of National City limits. When an unscheduled vacancy occurs due to a resident becoming a non-resident, the unscheduled vacancy may be filled as follows:

a. A special vacancy notice shall be posted in the Office of the City Clerk, and in other places as directed by the City Council, not earlier than 20 days before or not later than 20 days after the vacancy occurs. Final Appointment at a City Council Meeting shall not be made by the Appointing Authority for at least 10 working days after the posting of the notice in the City Clerk’s Office.

TITLE: Appointments to Boards, Commission and Committees	POLICY # 107
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- b. The Appointing Authority may appoint the former resident to a Non-Residential position if a Non-Residential position is vacant.

However, the Appointing Authority may, if it finds that an emergency exists, fill the unscheduled vacancy immediately. A person appointed to fill the vacancy shall serve only on an acting basis until the final appointment is made pursuant to this section.

- 13. Only City Residents may be elected to Chair and Vice-Chair positions. To be eligible to be elected as the Chairperson of a City Board, Committee, or Commission, the member must be a resident of the City.

14. Resignations, Attendance, Training, and Removals

Resignation:

If a Commissioner or Member of a Board, Committee, or Commission is unable to continue serving because of health, business requirements, or personal reasons, a letter of resignation shall be submitted to the City Clerk, who will present to the City Council.

Attendance:

Regular attendance at meetings is critical to be effective operation of City Boards, Commissions, and Committees. The City Council relies on the advice of the City's Boards, Commissions, and Committees, which is the result of discussions among appointed members. The City Council anticipates that members of Boards, Committees, and Commissions shall make every reasonable effort to attend all regular and special meetings of their respective Boards, Commissions, and Committees, and to be prepared to discuss matters on their respective agendas.

A Commissioner or Member of a Board, Committee, or Commission shall be considered removed from any advisory board under the following conditions:

- 1. A Commissioner or Member of a Board, Committee, or Commission with unexcused absences from three consecutive regularly scheduled meetings.
- 2. A Commissioner or Member of a Board, Committee, or Commission misses more than 25% of the advisory body's meetings in a calendar year.

TITLE: Appointments to Boards, Commission and Committees	POLICY # 107
ADOPTED: June 17, 1986	AMENDED: November 16, 2021

3. A Commissioner or Member of a Board, Committee, or Commission must be present at least one hour, or 50% of the entire meeting, whichever is less, to be counted as present for purposes of attendance.

Excused Absences:

An “excused absence” is only granted when absolutely necessary and pre-approved if at all possible. The City Council encourages Boards, Commissions, and Committees to refrain from scheduling meetings on cultural and religious holidays in order to encourage full participation by all Commissioners, Board Members, and the public. The pre-approval of excused absences will be by the body as a whole and documented in the meeting minutes.

Excused absences are listed as follows:

1. Illness of the Commissioner or Member of the Board, Committee, or Commission, their family member, or their personal friend;
2. Business commitment of the Commissioner or Member of the Board, Committee, or Commission that interferes with the attendance at a meeting;
3. Attendance of the Commissioner or Member of the Board, Committee, or Commission at a funeral, religious service or ceremony, wedding, or other similarly-significant event; or
4. Other reason for which the Commissioner or Member of the Board, Committee, or Commission has given notice to the Chairperson or Secretary of their unavailability fifteen (15) days in advance, as long as the unavailability is not expected to last longer than 30 days.

Removal:

The Secretary or Lead of each Board, Commission, or Committee will report the attendance to the Office of the City Clerk on a monthly basis. If the attendance or absences fall within these guidelines, the Office of the City Clerk will prepare a report to City Council for review and possible removal of the Commissioner, Member, or Alternate sitting on the Board, Committee, or Commission. Any Commissioner, Member, or Alternate sitting on a Board, Committee, or Commission may be removed from office at any time by a simple majority vote of the City Council at a regularly scheduled Council meeting with or without cause.

Mandatory Training and Filing Requirements:

Commissioners and Members of Board, Committee, or Commission, as appointed by the legislative body, are entrusted with certain responsibilities and

TITLE: Appointments to Boards, Commission and Committees	POLICY # 107
ADOPTED: June 17, 1986	AMENDED: November 16, 2021

concomitant training and reporting. The following are requirements of Commissioners and Members of Boards, Commissions, and Committees. This training is required to be completed within 30 days of appointment or notification.

1. Oath of Office (Article XX of the California Constitution, and California Government Code Section 36507)
2. Fair Political Practices Commission (FPPC) Statement of Economic Interest Form 700 Filing (California Government Code Section 87100 et seq)
3. AB1234 Ethics Training (California Government Code Section 53235.1(b))
4. Sexual Harassment Training
5. Brown Act Training
6. Social Media Training
7. Any training required by State Law, Federal Law, or City Policies.

All training is offered in a variety of formats including in person, via Zoom, training website/software, and pre-recorded video. Currently, these are all requirements of the Mayor and City Council, and City staff.

Removal:

Failure to complete any of these requirements within 30 days of the appointment date or date of notification is cause for automatic removal.

Related Policy References

- Government Code Section 40605
- Government Code Section 54970, et seq.
- Article XX of the California Constitution, and California Government Code Section 36507
- California Government Code Section 53235(b)
- California Government Code Section 87100 et seq
- National City Municipal Code Title 16 (pending)

Prior Policy Amendments:

- February 2, 2021 (Resolution No. 2021-08)
- May 19, 2020 (Resolution No. 2020-95)
- November 9, 1993 (Resolution No. 93-173)
- June 11, 2013 (Revised – No Resolution – Refer to Meeting Minutes)
- October 8, 2013 (Resolution No. 2013-147)
- May 19, 2020 (Resolution No. 2020-20)

BOARDS/COMMISSION/COMMITTEES

BOARDS, COMMISSION AND COMMITTEES (11)	BOARD OF LIBRARY TRUSTEE	CIVIL SERVICE COMMISSION	COMMUNITY AND POLICE RELATIONS COMMISSION	PARK, RECREATION AND SENIOR CITIZENS' ADVISORY COMMITTEE	PLANNING COMMISSION and HOUSING ADVISORY COMMITTEE	PORT COMMISSION	PUBLIC ART COMMITTEE	SWEETWATER AUTHORITY	TRAFFIC SAFETY COMMITTEE	VETERAN'S AND MILITARY FAMILIES ADVISORY COMMITTEE
TOTAL MEMBERS (51+)	(5 Members)	(5 Members)	(8 Members)	(7 Members)	(7 Members) 2 Ex Officio	(1 Member)	(5 Members)	(1 Member)	(5 Members)	(7 Members)
TERM	3 Years	5 Years	3 Years	3 Years	4 Years	4 Years	3 Years	4 Years	3 Years	4 Years
RESIDENCY REQUIREMENT	Yes	Yes	5 Resident up to 2 Non-Resident (1) Non-Voting Member	Yes	Yes	Yes	No	n/a	Yes	5 Resident up to 2 Non-Resident
VOTER REQUIREMENT	No	No	No	No	No	No	No	No	No	No
MAYORAL APPOINTMENT SUBJECT TO CONFIRMATION BY THE CITY COUNCIL	X		X	X			X	X	X	X
CITY COUNCIL AS A BODY APPOINTMENT		X			X	X				
COMPENSATION	No	No	No	No	Compensation set by Council Resolution	No	No	No	No	No
FORM 700 FILING REQUIREMENT	Yes	Yes	Yes	No	Yes	n/a	No	n/a	No	No
MEETINGS	1 X per month	1X every other month	1X every 3 months	1X every 2 months	2X per month	n/a	1X per quarter	n/a	1X per month	1X per quarter
REQUIRED TO REPORT TO COUNCIL ANNUALLY	Yes, on or before August 31st and to the State Librarian	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
OTHER		Can not be salaried employee or holds office of the City								

CITY COUNCIL POLICY #107 and NCMC TITLE 16

**Effective February 2, 2020 all Chair and Vice-Chairs are required to be NC Residents

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 # ____

03/15/22

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)

The following page(s) contain the backup material for Agenda Item: [Approval of City Council Meeting Minutes - January 2022. \(City Clerk\)](#)
Please scroll down to view the backup material.

Item # _____

03-15-2022

APPROVAL OF MEETING MINUTES

CITY COUNCIL OF THE CITY OF NATIONAL CITY:

Virtual Special Closed Session Meeting Minutes: January 4, 2022 at 3:00 p.m.

Virtual Special Meeting Minutes: January 4, 2022 at 5:00 p.m.

Virtual Regular Meeting Minutes: January 18, 2022

Virtual Special Closed Session Meeting Minutes: January 18, 2022

(City Clerk)



**MINUTES OF A SPECIAL MEETING
NATIONAL CITY COUNCIL**

January 4, 2022

This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Assembly Bill No. 361, approved by Governor Newsom on September 16, 2021.

OPEN TO THE PUBLIC

OPEN SESSION

CALL TO ORDER

The meeting was called to order at 3:06 p.m. by Mayor Sotelo-Solis.

ROLL CALL

Councilmembers present: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis
Other Elected Officials present: Molina
Administrative Officials present: Raulston, Winney, Bell Jr., Maxilom
Consultants/Advisors: Aleks Giragosian, Esq.

PLEDGE OF ALLEGIANCE TO THE FLAG

Vice-Mayor Bush led the Pledge of Allegiance.

PUBLIC COMMENTS

None.

*Members retired into Closed Session at 3:12 p.m. with attendees present in attendance: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis, Molina, Raulston, Winney, Bell Jr., Maxilom.
Guest: Aleks Giragosian, Esq.*

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)
One (1) Potential Case

Members returned from Closed Session at 5:06 p.m. with attendees present: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis, Molina, Raulston, Winney, Bell Jr., Maxilom.

CLOSED SESSION REPORT

Mayor Sotelo-Solis announced that the report will be provided during the Special City Council meeting.

ADJOURNMENT

Mayor Sotelo-Solis adjourned to the Special Meeting of the City Council of the City of National City, Tuesday, January 4, 2022, 6:00 p.m. via teleconference.

The meeting adjourned at 5:07 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular Meeting of March 15, 2022.

Alejandra Sotelo-Solis, Mayor

DRAFT



MINUTES OF A SPECIAL MEETING NATIONAL CITY COUNCIL

January 4, 2022

This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Assembly Bill No. 361, approved by Governor Newsom on September 16, 2021.

OPEN TO THE PUBLIC

OPEN SESSION

CALL TO ORDER

The meeting was called to order at 5:12 p.m. by Mayor Sotelo-Solis.

ROLL CALL

Councilmembers present: Bush, Morrison, Rios, Rodriguez (joined at 5:18 p.m.), Sotelo-Solis
Other Elected Officials present: Molina
Administrative Officials present: Raulston, Winney, Bell Jr., Maxilom
Interpretation in Spanish provided by Carlos Diaz

PUBLIC COMMENT

Two (2) speakers registered and provided comment: Carol Green, Kathleen Lippitt
Two (2) written comments were received and read: Maxine Navarro, Joan Rincon

CONSENT CALENDAR

Public comment: None

1. Adopted Resolution No. 2022-01. Resolution of the City Council of the City of National City declaring findings to continue teleconference meetings to February 1, 2022, as required by AB 361.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Rodriguez, to approve the Consent Calendar Item 1.

Motion carried by unanimous vote.

NON CONSENT RESOLUTIONS

2. Adopted Resolution No. 2022-02. Resolution of the City Council of the City of National City Approving the Memorandum of Understanding (MOU) between the City and the National City Firefighters’ Association (NCFFA) and Authorizing General Fund Fiscal Year 2021-2022 Budget Appropriations of \$211,900 for Salary and Benefit Increases.

City Clerk Molina read the title of the Resolution into the record.

Mayor Sotelo-Solis introduced City Attorney Bell who introduced Senior Council Aleks Giragosian. Mr. Giragosian provided a report and a slide presentation.

Public Comment:

One (1) speaker registered and provided comment: Becky Rapp

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Rios, to adopt the Resolution.

Motion carried by unanimous vote.

CLOSED SESSION REPORT OUT

Mayor Sotelo-Solis introduced City Attorney Bell who reported that direction was given by unanimous vote on Item 1 of the closed session meeting of January 4, 2022.

ADJOURNMENT

Mayor Sotelo-Solis adjourned to the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City, Tuesday, January 18, 2022, 6:00 p.m. via teleconference.

The meeting adjourned at 5:32 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular Meeting of March 15, 2022.

Alejandra Sotelo-Solis, Mayor



MINUTES OF A SPECIAL MEETING NATIONAL CITY COUNCIL

January 18, 2022

This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Assembly Bill No. 361, approved by Governor Newsom on September 16, 2021.

OPEN TO THE PUBLIC

OPEN SESSION

CALL TO ORDER

The meeting was called to order at 3:07 p.m. by Mayor Sotelo-Solis.

ROLL CALL

Councilmembers present: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis

Administrative Officials present: Raulston, Winney, Chapel, Bell Jr., Torres, Brennan, Munoz, Hernandez, Valadez, Yano, and Gomez.

Consultants/Advisors: Eddie Kreisberg, and Special Counsel Mitch Dean.

PLEDGE OF ALLEGIANCE TO THE FLAG

Vice-Mayor Bush led the Pledge of Allegiance.

PUBLIC COMMENTS

None.

Members retired into Closed Session at 3:13 p.m. and returned at 4:43 p.m. with all members present in attendance: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis, and Raulston. Consultant Eddie Kreisberg.

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Employee Organizations: Municipal Employees' Association (SEIU, Local 221), Police Officers Association (POA)

Unrepresented Groups: Executive, Confidential, and Management

Agency Designated Representatives: Eddie Kreisberg (Labor Negotiator), Brad Raulston (City Manager), Tony Winney (Assistant City Manager), Jose Tellez (Chief of Police), Molly Brennan (Administrative Services Director), Paul Valadez (Budget Manager - Finance), Lilia Munoz (Human Resources Manager)

Items 4-5 were heard out of order before Items 2-3.

4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Name of Case: *Ali A. Mendoza, et al. v. City of National City*

18-CV-0775-L-BGS

5. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Name of Case: *Sheena Sanders, et al. v. City of National City*
20CV0085 AJB BLM

Staff Present: Bell Jr., Gomez, Hernandez, Torres, and Special Counsel Mitch Dean.

Members retired into Closed Session at 4:43 p.m. and returned at 4:56 p.m. with all members present in attendance: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis, and Raulston.

Staff member Torres left meeting at 4:56 p.m.

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Name of Case: *Madison Blaylock v. City of National City, et al*
37-2021-00024099-CU-PA-CTL

Members retired into Closed Session at 4:56 p.m. and returned at 5:09 p.m. with all members present in attendance: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis, and Raulston.

Staff member Hernandez left meeting at 5:10 p.m.

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Name of Case: *Mario Toledo Bedolla, et al. v. City of National City*
37-2019-00054733-CU-PO-CTL

Staff Present: Bell Jr., Gomez, and Yano.

Members retired into Closed Session at 5:09 p.m. and returned at 5:14 p.m. with all members present in attendance: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis, and Raulston.

CLOSED SESSION REPORT

Mayor Sotelo-Solis announced that the report will be provided during the regular City Council meeting.

ADJOURNMENT

Mayor Sotelo-Solis adjourned to the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City, Tuesday, January 18, 2022, 6:00 p.m. via teleconference.

The meeting adjourned at 5:15 p.m.

Shelley Chapel, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of March 15, 2022.

Alejandra Sotelo-Solis, Mayor



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

January 18, 2022

This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Assembly Bill No. 361, approved by Governor Newsom on September 16, 2021.

The City Council minutes are prepared and ordered to correspond to the City Council Agenda. Agenda Items can be taken out of order during the meeting. The Agenda Items were considered in the order presented.

A. CITY COUNCIL

CALL TO ORDER

The meeting was called to order at 6:05 p.m. by Mayor Sotelo-Solis.

ROLL CALL

Councilmembers present: Morrison, Rios, Rodriguez, Bush, Sotelo-Solis

Other Elected Officials present: Beauchamp, Molina

Administrative Officials present: Raulston, Winney, Bell Jr., Chapel, Gilman, Torres, Williams, Aguirre, Vergara, Valadez, Reeder, Parra, Tellez, Ryan, Brennan, Yano, and Barrera.

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

PLEDGE OF ALLEGIANCE TO THE FLAG

Vice-Mayor Bush led the Pledge of Allegiance.

Mayor Sotelo-Solis announced that Item 21 of tonight's agenda will be held over to the next council meeting.

PUBLIC COMMENTS

Mayor Sotelo-Solis summarized the process for acceptance of live public comment allowing three (3) minute per comment and introduced City Clerk Molina.

Eight (8) spoken comments were registered and heard: Diane Grace, Barbara Gordon, Cynthia Suero-Gabler, Becky Rapp, Kelly McCormick, Kathleen Lippitt, and Judith Strang.

No written comments were received.

PROCLAMATIONS AND CERTIFICATES

1. National City recognizes Samahan Health Center team for COVID-19 youth vaccination efforts.

Mayor Sotelo-Solis introduced Crisabel Ramos with The Philippine Nurses Association of San Diego County, Inc. (PNASD), Myrna Psillas with San Diego Majestic Lions Club, and Elidoro Primero with Samahan Health Center who received the honor.

Received and filed.

AWARDS AND RECOGNITIONS

2. Employee of the Quarter 2021 - Christopher Goodrich, Fire Captain.

Mayor Sotelo-Solis introduced Chief Parra who provided remarks in honor of Fire Engineer Goodrich.

Received and filed.

PRESENTATIONS

3. A Kimball Holiday 2021 Recap.

Mayor Sotelo-Solis introduced Library and Community Services Director Ryan and Elyana Delgado, acting Recreation Superintendent, who provided the staff report and video.

Received and filed.

INTERVIEWS / APPOINTMENTS - No agenda items.

REGIONAL BOARDS AND COMMITTEE REPORTS

Port Commissioner Naranjo provided a report on the Port of San Diego.

Public Comment: Two (2) written comments were received and read: Danny Serrano, and Silvia Calzada.

Councilmember Morrison reported on the business of the Regional Solid Waste Association (RSWA).

Vice-Mayor Rodriguez announced that the Metro Wastewater Joint Powers Authority (JPA) meeting is forthcoming.

Councilmember Rios reported on the business of the San Diego County Water Authority, and Sweetwater Authority.

Vice-Mayor Bush reported on the business of the Air Pollution Control District and the South County Economic Development Committee.

Mayor Sotelo-Solis reported on the business of San Diego Metropolitan Transit System (MTS) and San Diego Community Power (SDCP), and San Diego Association of Governments (SANDAG).

CONSENT CALENDER

Public Comment: None

ACTION: Motion by Councilmember Rios, seconded by Councilmember Morrison, to approve the Consent Calendar Items 4 through 14.

Motion carried by 5-0 vote.

4. Approved 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.
5. Adopted Resolution No. 2022-03. Resolution of the City Council of the City of National City, California accepting and authorizing the Mayor to sign an Encroachment Permit Agreement with Ahmadian Investment Group, LLC, to install a transformer pad within public right-of-way as part of the future development project located on 2428 Highland Avenue (APN 562-072-03-00).
6. Adopted Resolution No. 2022-04. Resolution of the City Council of the City of National City, California: 1) awarding a contract to Eagle Paving Company, Inc. in the not-to-exceed amount of \$650,760.00 for the National City Boulevard Bikeway Project, CIP No. 19-18; 2) authorizing a 15% contingency in the amount of \$97,614.00 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract.
7. Adopted Resolution No. 2022-05. Resolution of the City Council of the City of National City, California: 1) rescinding Resolution No. 2021-191; 2) authorizing the filing of a Proposition 68 Per Capita Program application for the Kimball Park Playground Improvements Project in the amount of \$216,033; 3) authorizing the City Manager or designee to execute the grant agreement if selected for funding; and 4) if selected for funding, approving the establishment of an Engineering Grants Fund Appropriation of \$216,033 and corresponding revenue budget to allow for reimbursement of eligible project expenditures through the Per Capita Program for the Kimball Park Playground Improvements Project.
8. Adopted Resolution No. 2022-06. Resolution of the City Council of the City of National City, California, authorizing participation in the National Opioid Settlement and Authorizing the City Attorney to execute the necessary participation documents.
9. Ratified Warrant Register #19 for the period of 11/06/21 through 11/11/21 in the amount of \$1,083,482.23.
10. Ratified Warrant Register #20 for the period of 11/12/21 through 11/18/21 in the amount of \$1,777,949.98.
11. Ratified Warrant Register #21 for the period of 11/19/21 through 11/25/21 in the amount of \$694,609.53.

12. Ratified Warrant Register #22 for the period of 11/26/21 through 12/02/21 in the amount of \$3,029,725.02.
13. Ratified Warrant Register #23 for the period of 12/03/21 through 12/09/21 in the amount of \$1,814,529.63.
14. Ratified Warrant Register #24 for the period of 12/10/21 through 12/16/21 in the amount of \$3,576,255.03.

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

15. Introduction of an Ordinance of the City Council of the City of National City, California, amending the National City Municipal Code Title 2 – Administration by adding Section 2.02 – City Attorney.

City Clerk Molina read the title of the Ordinance into the record.

Mayor Sotelo-Solis introduced City Attorney Bell who stated that there was no report.

Mayor Sotelo-Solis declared the Public Hearing open at 7:28 p.m.

Public Comment: None.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Morrison, to close the Public Hearing at 7:29 p.m.
Motion passed by 5-0 vote.

ACTION: Motion by Councilmember Rios, seconded by Vice-Mayor Bush, to accept the introduction of the Ordinance.
Motion passed by 5-0 vote.

Mayor Sotelo-Solis announced again that Item 21 has been pulled by staff to be heard at a future meeting.

NON CONSENT RESOLUTIONS

16. Adopted Resolution No. 2022-07. Resolution of the City Council of the City of National City, California authorizing the acceptance of the Emergency Connectivity Fund (ECF) grant from the Federal Communications Commission (FCC) in the amount of \$15,225.80 to cover the costs associated with purchasing 25 laptops with LTE wireless service and the establishment of Library Grants Fund appropriations of \$15,225.80 and corresponding revenue budget.

City Clerk Molina read the title of the Resolution into the record.

Mayor Sotelo-Solis introduced Library and Community Services Director Ryan who provided the report.

Public Comment: None.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Morrison, to adopt the Resolution.

Motion passed by 5-0 vote.

17. Adopted Resolution No. 2022-08. Resolution of the City Council of the City of National City, California: 1) Authorizing the Display of Artwork in the City Hall Council Chamber and 2) Approving the Installation of Artwork by Artist Francisco Morales in the City Hall Council Chamber.

City Clerk Molina read the title of the Resolution into the record.

Mayor Sotelo-Solis introduced Library and Community Services Director Ryan who introduced Artist Francisco Morales. Mr. Morales provided a PowerPoint presentation.

Public Comment: None.

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Rodriguez, to adopt the Resolution.

Motion passed by 5-0 vote.

18. Adopted Resolution No. 2022-09. Resolution of the City Council of the City of National City, California accepting the report and recommendation of the appointed Proposition “D” Independent Review Committee to maintain the City of National City District Transactions & Use Tax at the current rate of 1% for the next five years, pursuant to the provisions of Section 4.160.180 of the City of National City Municipal Code.

City Clerk Molina read the title of the Resolution into the record.

Mayor Sotelo-Solis introduced Administrative Services Director Brennan who introduced Proposition “D” Independent Review Committee Member Dr. Sherry Ryan, Professor School of Public Affairs, who provided the report.

Public Comment: None.

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Rios, to adopt the Resolution.

Motion passed by 5-0 vote.

NEW BUSINESS

19. Adopted Resolution No. 2022-10. Resolution of the City Council of the City of National City, California Initiating a Street 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)

City Clerk Molina read the title of the Resolution into the record.

Mayor Sotelo-Solis introduced Associate Planner David Welch who provided the report and PowerPoint presentation. Director of Housing Aguirre addressed questions from Councilmembers.

Public Comment: None.

ACTION: Motion by Councilmember Rios, seconded by Vice-Mayor Bush, to adopt the Resolution.

Motion passed by 5-0 vote.

20. Approved Fiscal Year 2022/2023 Budget Workshop dates and Quarterly Priorities.

Mayor Sotelo-Solis read the title of the Item into the record and introduced Director Brennan and City Manager Raulston who provided the report. A correction to the report was noted as Final Budget adoption would be June 7 not June 14 as stated in the report.

Public Comment: None.

ACTION: Motion by Mayor Sotelo-Solis, seconded by Vice-Mayor Bush, to approve the Item with the stated corrections.

Motion passed by 5-0 vote.

B. COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY

CONSENT RESOLUTIONS – HOUSING AUTHORITY – No agenda items.

PUBLIC HEARINGS: RESOLUTIONS – HOUSING AUTHORITY – No agenda items.

NON CONSENT RESOLUTIONS – HOUSING AUTHORITY

Item Pulled From Agenda:

Mayor Sotelo-Solis announced that staff pulled Item 21 to be heard at a future meeting.

21. Resolution of the Community Development Commission-Housing Authority of the City of National City (“Housing Authority”) approving a conditional award of Ten Million Dollars (\$10,000,000) from the Housing Authority’s Housing Fund to the 400-unit Azuriik Affordable Housing Project by the Metropolitan Advisory Committee on Anti-Poverty (“MAAC”) located at 233 Roosevelt Avenue.

NEW BUSINESS – HOUSING AUTHORITY – No agenda items.

C. REPORTS

STAFF REPORTS

22. City Manager Report.

City Manager Raulston provided a report.

MAYOR AND CITY COUNCIL

Closing remarks were provided by member of the Council, City Clerk, and City Treasurer.

CLOSED SESSION**CLOSED SESSION REPORT**

Mayor Sotelo-Solis introduced City Attorney Bell who provided the report.

1. CONFERENCE WITH LABOR NEGOTIATORS
Government Code Section 54957.6
Employee Organizations: Municipal Employees' Association (SEIU, Local 221), Police Officers Association (POA)
Unrepresented Groups: Executive, Confidential, and Management
Agency Designated Representatives: Eddie Kreisberg (Labor Negotiator), Brad Raulston (City Manager), Tony Winney (Assistant City Manager), Jose Tellez (Chief of Police), Molly Brennan (Administrative Services Director), Paul Valadez (Budget Manager - Finance), Lilia Munoz (Human Resources Manager)

No report.

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Name of Case: *Madison Blaylock v. City of National City, et al*
37-2021-00024099-CU-PA-CTL

City Attorney Bell reported that there was direction given by City Council by unanimous vote.

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Name of Case: *Mario Toledo Bedolla, et al. v. City of National City*
37-2019-00054733-CU-PO-CTL

City Attorney Bell reported that there was direction given by City Council by unanimous vote.

4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Name of Case: *Ali A. Mendoza, et al. v. City of National City*
18-CV-0775-L-BGS

City Attorney Bell reported that there was direction given by City Council by unanimous vote.

5. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Name of Case: *Sheena Sanders, et al. v. City of National City*
20CV0085 AJB BLM

City Attorney Bell reported that there was direction given by City Council by 3-2 vote (Ayes: Bush, Rodriguez, Sotelo-Solis; Nays: Morrison, Rios).

ADJOURNMENT

Mayor Sotelo-Solis adjourned to the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City, Tuesday, February 1, 2022, 6:00 p.m. via teleconference.

The meeting adjourned at 8:35 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular Meeting of March 15, 2022.

Alejandra Sotelo-Solis, Mayor

DRAFT

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City, California, adopting AB361 Findings Regarding Teleconference Meetings. \(City Clerk\)](#)

Please scroll down to view the backup material.

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 APRIL 5, 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.

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

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

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

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

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

WHEREAS, on March 1, 2022, City Council adopted Resolution No. 2022-31 was adopted 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 meeting 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 15th day of March 2022, by the following vote:

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

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 TO APRIL 5, 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; and

WHEREAS, on March 1, 2022, City Council adopted Resolution No. 2022 – 31 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 15th 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 an agreement between the City of National City and the National City Chamber of Commerce for a not to exceed amount of \\$50,000 to assist in addressing the negative economic impacts of the pandemic to the National City business community and appropriating \\$50,000 from the American Rescue Plan Act funds allocated to General Fund offsets for the agreement. \(City Manager\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: March 15, 2022

AGENDA ITEM NO.

ITEM TITLE:

A Resolution of the City Council of the City of National City, California, approving an agreement between the City of National City and the National City Chamber of Commerce for a not to exceed amount of \$50,000 to assist in addressing the negative economic impacts of the pandemic to the National City business community and appropriating \$50,000 from the American Rescue Plan Act funds allocated to General Fund offsets for the agreement.

PREPARED BY:

Megan Gamwell, Community Development Specialist II

PHONE: 619-336-4216

DEPARTMENT:

City Manager's Office

APPROVED BY:



EXPLANATION:

On October 19, 2021 the City Council adopted a spending plan for the first half of the American Rescue Plan Act (ARPA) funding. One of the outlined objectives for use of funds include "responding to the negative economic impacts of the pandemic, including assistance to households, small businesses, and non-profits, and aid to impacted industries."

City Staff is returning to the City Council with a contract between the City of National City and the National City Chamber of Commerce to assist in addressing the negative economic impacts of the pandemic to the National City business community through workforce development, small business development and tourism marketing and attraction. The full scope of services as outlined in Exhibit A of the agenda packet will be funded by the City's ARPA funding that was previously allocated to General Fund offsets.

FINANCIAL STATEMENT:

APPROVED:



Finance

ACCOUNT NO.

APPROVED:

MIS

Expenditure: General Fund 001-409-000-264-0000 (Non-Departmental Promotional Activities)

ENVIRONMENTAL REVIEW:

n/a

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Staff recommends approving the agreement between the City of National City and the National City Chamber of Commerce and appropriating American Rescue Plan Act funds from the General Fund for the agreement.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. City Staff Report
2. Agreement
3. Exhibit A. Scope of Work



City Council Staff Report

March 15, 2022

AGENDA ITEM:

A Resolution of the City Council of the City of National City, California, approving an agreement between the City of National City and the National City Chamber of Commerce for a not to exceed amount of \$50,000 to assist in addressing the negative economic impacts of the pandemic to the National City business community and allocating and appropriating \$50,000 from the American Rescue Plan Act funds for the agreement.

EXPLANATION:

March 20, 2021- During the city's annual budget workshop the City Council voted to add Economic Development/Recovery Program with the National City Chamber of Commerce to the 2021-2022 budget. Staff was directed to return to the City Council with a \$50,000 proposal and scope of services from the National City Chamber of Commerce.

June 1, 2021- The National City Chamber of Commerce presented a COVID-19 Economic Recovery Proposal to the City Council. The City Council directed staff to return with a contract.

October 19, 2021- The City Council adopted a spending plan for the first half of the American Rescue Plan Act (ARPA) funding. One of the outlined objectives for use of funds include "responding to the negative economic impacts of the pandemic, including assistance to households, small businesses, and non-profits, and aid to impacted industries." The City Council voted to use ARPA funds to assist in funding the National City Chamber of Commerce COVID-19 Economic Recovery Proposal.

City staff is now returning to the City Council for approval of a contract with the National City Chamber of Commerce for a not to exceed amount of \$50,000 for marketing, advertising, public relations, technology assistances, and outreach to the businesses and community of National City. The agreement will assist in addressing the negative economic impacts of the pandemic to the National City business community through workforce development, small business development and tourism marketing and attraction. Attached as Exhibit A is the full proposed Scope of Services.

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
NATIONAL CITY CHAMBER OF COMMERCE**

THIS AGREEMENT is entered into on this 15th day of March, 2022, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and NATIONAL CITY CHAMBER OF COMMERCE (the "CONSULTANT").

R E C I T A L S

WHEREAS, the CITY desires to employ the CONSULTANT to provide economic development services for businesses located in the City of National City, California.

WHEREAS, the CITY has determined that the CONSULTANT is a non-profit organization and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on March 15, 2022. The duration of this Agreement is for the period of March 15, 2022 through March 15, 2023. Completion dates or time durations for specific portions of the project are set forth in Exhibit "A".

3. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit "A".

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONSULTANT shall appear at meetings specified in Exhibit "A" to keep staff and City Council advised of the progress on the project.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** City Manager's Office hereby is designated as the Project Coordinator for the CITY and will monitor the progress and

execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Chad Matkowski President and CEO of the National City Chamber of Commerce hereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed the rates set forth in Exhibit "A". Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

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

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this project, whether paper or electronic, shall: (1) be free from defects; (2) become the property of the CITY for use with respect to this project; and (3) shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT hereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT's written work product for the CITY's purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT's employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT's employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement, nor any interest herein, may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or subcontractors, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its subcontractor(s) shall require the subcontractor(s) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY, nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as set forth in this Agreement. The CONSULTANT, or the CONSULTANT's agents, servants, or employees are not in any manner agents, servants, or employees of the CITY. The CONSULTANT and its agents, servants, and employees are wholly independent from the CITY and CONSULTANT's obligations to the CITY are solely prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its subcontractors, shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT must promptly produce a copy of any such license, permit, or approval to CITY upon request. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The FOUNDATION, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the FOUNDATION'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the FOUNDATION'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the FOUNDATION's professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-section will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY's later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

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

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the FOUNDATION, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully

disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** To the maximum extent provided by law, the CONSULTANT agrees to defend, indemnify and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the FOUNDATION's performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees or volunteers. CITY will cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

16.1 **PERS Eligibility Indemnification.** If FOUNDATION's employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS of the CITY, CONSULTANT shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

FOUNDATION's employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. FOUNDATION's employees hereby waive any claims to benefits or compensation described in this Section 16. This Section 16 applies to CONSULTANT notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

16.2 **Limitation of CITY Liability.** The payment made to CONSULTANT under this Agreement shall be the full and complete compensation to which CONSULTANT and FOUNDATION's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONSULTANT nor FOUNDATION's officers,

employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of FOUNDATION. The CITY shall not be required to pay any workers' compensation insurance on behalf of FOUNDATION.

16.3 Indemnification for Employee Payments. CONSULTANT agrees to defend and indemnify the CITY for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of (1) FOUNDATION, (2) any employee of FOUNDATION, or (3) any employee of CONSULTANT construed to be an employee of the CITY, for work performed under this Agreement. This is a continuing obligation that survives the termination of this Agreement.

17. WORKERS' COMPENSATION. The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

18. INSURANCE. The FOUNDATION, at its sole cost and expense, shall purchase and maintain, and shall require its subcontractor(s), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

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

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

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

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

If CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

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

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

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

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

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

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONSULTANT does not keep all insurance policies required by this Section 18 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 18, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

19. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

20. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the FOUNDATION. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the FOUNDATION, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the FOUNDATION's breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the FOUNDATION; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the FOUNDATION.

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Tony Winney

Assistant City Manager
Office of the City Manager
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To FOUNDATION:

Chad Matkowski
President and CEO
National City Chamber of Commerce
City Of National City
901 National City Boulevard
National City, CA 91950-4397

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

22. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 22 by the FOUNDATION.

23. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. CONSULTANT is solely responsible to determine if State prevailing wage rates

apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

24. **ADMINISTRATIVE PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

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

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

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

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

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Assignment & Assumption of Rights.* CONSULTANT shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of CITY.

H. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

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

J. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

K. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

L. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by

the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.

N. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

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

CITY OF NATIONAL CITY

**NATIONAL CITY CHAMBER
FOUNDATION**

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

By: _____
Alejandra Sotelo Solis, Mayor

By: 
(Name)


Chad Matkowski
(Print)

President & CEO

(Title)

APPROVED AS TO FORM:

By: _____
Charles E. Bell Jr.
City Attorney

By: 
(Name)

Brian Clapper

(Print)

Chairman

(Title)

EXHIBIT A**SCOPE OF WORK****National City Chamber of Commerce Economic Development Partnership with National City****Introduction**

National City Chamber of Commerce (NCCC or The Chamber) is pleased to provide this Scope of Work to the City of National City (City) for marketing, advertising, public relations, technology assistances, and outreach to the businesses and community of National City. The agreement has two sections, Economic Development Opportunities (Section 1) and a DiscoverNationalCity.org based approach leveraging the newly developed website (Section 2). All scheduled items below assume a funding start period of March 2022.

Background and Findings

During the 2020/2021 pandemic years small businesses in the service industry were heavily hit in National City. With National City having about 250 restaurants. The average National City restaurant establishment employs 8 people and about 65% of them being minority owned. The NCCC is focused on helping these service-based industries recover. This is an opportune time for such promotions and programs with the Market on 8th Street and Parco giving National City so much attention.

National City has recovered well from COVID-19, but the effects of the pandemic and shutdowns are still on going. In the below proposal to the city, the NCCC is focusing on helping with economic recovery efforts through education, technology development, promotions, and programs the NCCCC can help improve these conditions for our local service establishment.

Currently the biggest needs in our community are aid, education, and resources. The national average for restaurants to have an online presence is 68.5%. Currently with the development of DiscoverNationalCity.org the NCCC has discovered that only 39% of restaurants have a controlled online presence. Many of our local establishments do not have the technical knowledge to even be found on Google, Yelp, or Bing.

During the pandemic, the NCCC helped connect many businesses to funding resources such as the Paycheck Protection Program (PPP) and Economic Injury Disaster Loan (EIDL) program to help its members continue owning and operating local businesses. With resources being stretched so thin our local businesses have not been able to invest in advertising and promotion opportunities. Instead, primarily focusing resource on payroll and other essential operations for their businesses. The NCCC hopes to partner with the city to promote these industries across the city drawing in more business into the city.

Section 1

Economic Development

The NCCC is dedicated to helping National City businesses and the local economy rebound from the COVID pandemic and return to even stronger growth. The two below items work in concert with the city's current efforts and will provide both the city and the residents of National City additional resources.

Approach

- Task 1: Directory and Technology Assistance to National City businesses.
- Task 2: Live and work local.

Approach

Task 1: Directory and Technology Assistance to National City Businesses

The Chamber is working to collect information for National City to provide the city and residents a directory of National City businesses. The below items would be in addition to the creation of this directory. The NCCC would then provide hardcopies to be able to give to residents upon request.

The city will also be provided 4 pages to share any information it wishes to promote about National City. The city will also be provided the most relevant and up to date demographics for the city. These will be found on two additional pages.

NCCC proposes the following approach for DiscoverNationalCity.org, National City Directory (hard copy), and NationalCityChamber.org:

- a. Review all business licenses for National City.
 - a. Review National City business license list compared to list of businesses compiled by the NCCC for the Chamber Directory and DiscoverNationalCity.org. Should any business license not be up to date or missing the Chamber will provide the following:
 1. Provide company with the correct information to apply for a license.
 2. Should company not follow up, Chamber will notify the city of the discrepancy for them to follow up on.
- b. Educate local businesses on the importance of ensuring their information online is accurate.
- c. Assess businesses with missing information and their technological capabilities then:
 - a. Connect to proper resources
 - b. Apply to the NCCC website development program
- d. If business needs additional resources they will be referred to the NCCC Business Resource Consultation (BRC) program. This will include:
 - a. Technology Assessment
 - b. Energy Assessment and referrals to SDG&E programs
 - c. Online resources to promote business
 - d. Social media strategy review
 - e. Provide a free website for the business with three months of hosting (For qualifying businesses only as this is covered by a separate grant)
 - f. Access to online workshops

Goals:

- To help city ensure all operating businesses have a valid license to operate within the city.
- To help make sure that all National City businesses can be found online and have a minimal web presence.
- To work with the city to promote proper licensing.
- City will be provided copies of the National City Business Directory.

Timeline:

- Directory will be published fall 2022
 - o This will include the business permit and license component.
- BRC will be an ongoing project over 2 years to reach out to over 375 local businesses.

Task 2: Live and Work Local

Working with the city to help promote living and working local, the NCCC would like to propose the following program open to all National City business.

- a. Create on NationalCityChamber.org website which would be a space for local businesses to post openings for local positions for free.
 - a. Encourage all local business to post online.
 - b. Chamber reaches out to members and non-members to post online.
- b. Resume an in person Annual Career's Pathway to success job fair, include a virtual component for job seekers to utilize.
- c. Promote a "Finding a job locally" campaign.
 - a. Leverage use of freeway signs
 - b. Digital marketing.
 - c. Linking with current job search websites.
- d. Track the job categories below and provide report to the city:
 - a. Report total number of job postings for each quarter including
 - i. Number of minimum wage jobs.
 - ii. Number of jobs that meet the agreed upon "living wage" mark.
 - iii. Number of jobs that include paid training.
 - b. Turnover of jobs posted on the website.
 - c. Track ratio of locals and non-locals utilizing website.

Goals:

- Post over 100 jobs that can be found local within National City each quarter.
- Receive 10,000 hits on job searching website on NationalCityChamber.org

Timeline:

- First round of jobs will be posted by the end of the 2nd month after funding.
- Quarterly reports on the above tracked items will be reported 1 month after the close of that quarter.
- An annual presentation will be made upon the city's request on what the NCCC has seen in trends within the city on searched job postings.

Section 2

DiscoverNationalCity.org

The overall goal for the DiscoverNationalCity.org website is to increase and promote recreation, tourism, restaurant, and retail industries in National City. Below are simple measurable goals for the website. These goals will be further defined with the creation and consultation of a Tourism and Marketing Committee that will be created and hosted by the National City Chamber of Commerce. Additional tasks and goals are worked into the “Approach” Section.

Major Goals and Metrics for DiscoverNationalCity.org annually for 2022/2023:

1. Aid Restaurants, Retail, and Hotels recover from pandemic related issues.
2. Increase traffic to hotelier websites by 20,000 hits.
3. Increase traffic to local restaurants by 50,000 hits.
4. Increase traffic to local retailers by 20,000 hits.
5. Increase traffic for events by 20,000 hits.
6. Create and execute a shop local promotion.
7. Create and execute a local restaurant week.
8. Create a sustainable model that will support:
 - Expansion
 - Increase Impact and continual marketing
 - Fund expansion for an App
 - Maintain and update content

Proposal Outline of Tasks to Be Completed:

- Task 1 – Creation of a Marketing and Tourism Committee
- Task 2 – Comprehensive Strategy Plan
- Task 3 – Manage, promote, and updated discovernationalcity.org
- Task 4 – Search Engine Optimization (SEO)
- Task 5 – Social media
- Task 6 – Local Event Promotions for City and Resource for Residents

Project Tasks, Goals, and Completion Dates:

Task 1: Creation of a Marketing and Tourism Committee:

The goal of the Marketing and Tourism committee is to provide guidance, direction, feedback, and cooperation for the goals for the DiscoverNationalCity.org website and other local programs to boost and promote the served industries with the website. The Marketing and Tourism committee in its inaugural meetings will review the overarching goals described above; create a needs analysis for National City and will give guidance and review the comprehensive strategy described in task two.

Meeting will meet monthly during its foundation stage for 1 year. The committee will then review schedules at the end of 2022 and propose a new schedule for 2023. Founding committee members will discuss the schedule for these monthly meetings. First meeting will be held in March or the month after funding is approved by City Council.

Tourism committee of at least 10 members consisting of at least one representative from:

- a. City of National City
- b. Retail
- c. Hotels
- d. Food Service

Goals for Committee:

- Create, plan and execute strategies and plans to increase tourism and bring in new business to National City.
- Boost attendance at all National City events.
 - o Increase attendance from participants that live outside of National City.
- Report and issue recommendations to the Economic Development Committee. This is to create a consensus among all National City business and give a forum to give updates to City representatives.
- Supervise, support, and consult on the newly proposed restaurant week (see task 6 for more details)
- Supervise, support, and consult the shop local initiatives (see task 6 for more details)

Timelines:

- Creation of Committee and first meeting by March 31, 2022.
 - o Create schedule of meeting and publish on NCCC website.
- Goals of committee are finalized and reported to NCCC board by April 19, 2022.
- Presentation of recommendations and strategies for Marketing and Tourism to Economic Development Committee by May 5, 2022. Details will be reported and collected from Comprehensive Strategy (Task 2).
- Plan and execute proposed programs:
 - o Local Restaurant Week: By end of August 2022
 - o Shop Local Initiatives: From November 2022 – December 2022

Task 2: Comprehensive Strategy Plan for website

Under the guidance of the Marketing and Tourism Committee the NCCC will create a comprehensive strategy with additional metrics and goals based on the needs of the community. This strategy and goals will be approved by The Chamber Board of Directors, Economic Development Committee, and will be reported to the city.

NCCC proposes the following approach:

- a. Conduct area/business/partner research/SEO Analysis
 - i) Metrics to be collected for SEO analysis
 - (1) Where are people searching from?
 - (2) What people are searching for in National City?
 - (3) Demographics of people searching in National City.
 - (4) What are the most relevant searches for National City?
 - (5) Tourism and Recreation SWOT Analysis.
 - (6) Create list of top websites displaying marketing and tourism information for city.

Goals:

- Create a strategy that drives participants and traffic to the areas of industry that Marketing and Tourism wishes to highlight.
- Create SEO criteria that will drive the most traffic. This will compliment what people are searching for in National City.
- Create a strategy that will improve National City's presence on the internet. Highlight all the events and programs the city has to offer.
- Strategy will include how to make sure top websites are displaying relevant information for National City.

Timeline:

- Analysis will be completed by end of February 2022
- Findings will be reported to Marketing and Tourism Committee for March meeting.
- Comprehensive Strategy will be reported, completed, and approved by April 19 Chamber Board Meeting.

Task 3: Manage, promote, and update www.discovernationalcity.orgManagement:

The DiscoverNationalCity.org website was created and owned by the National City Chamber of Commerce. The city partners on the promotions and programs offered through the website and will have access to all data from the site. The Chamber will promote any city events and programs that will be received by the National City Library and Community Services Director. The Chamber does reserve the right not to promote certain city functions that could be viewed as a "political promotion." It also reserves the right to select events that do not fall under these criteria and are a community benefit. These benefits must agree with the brand of the website and its goal to promote and improve the tourism and recreation brand of the website. The city may also request that certain events that do not align with its current plans to be removed. The Chamber is responsible and gets all final decisions on the structure, population of information, tags, and offerings within the site.

All events that are considered to fall under tourism and recreation are allowed to be promoted on the website. This is a resource for all business located in National City and are servicing National City. The Chamber will be responsible for collecting this information and posting the information online.

The directory on the website will also be managed by the NCCC. This will be done in partnership with the city that will provide updated business licenses and permit information to the NCCC so the Chamber can ensure that all events and businesses can be located on the site that fall under the following categories: Tourism, Recreation, Food, Events, and Retail. All National City businesses can be listed on the website including National City Chamber members that are located outside of National City but provided services within National City.

Promotion and Updates:

The below approach will utilize all the research and discuss from Task 1 & 2 to give direction on what and how we update the site information to create a more effective site.

NCCC proposes the following approach:

- a. Manage all photography and copywriting
- b. Creation of SEO-friendly blog entries monthly
- c. Ensure all copywriting is SEO-friendly
- d. Manage plugins for all social media platforms and real-time feeds on the homepage
- e. Manage custom blog
- f. Maintain ongoing integration with social media platforms
- g. Program infrastructure to include Content Management System
- h. Program infrastructure to be sustainable with considerations for future growth
- i. Develop website to have a mobile display
- j. Provide outreach to National City businesses for:
 - a. Awareness of website
 - b. Accurate business information
- k. Create an accurate and live directory of services available in National City
- l. Invest additional funds received through advertising revenue, applicable grants, and direct funds from The Chamber to continue additional promotion and advertising for the website

Timeline:

- Updates for content within the website will be updated monthly. Updates must be received by the Chamber by the last Monday of each month. Updates will be completed by the second Thursday of each month. This includes blogs, events, directory information, promotions, and any other contact on the website.
- All other items in Task 3 will be updated by the End of March 2022. This will include all technical details above.

Task 4: Search Engine Optimization DiscoverNationalCity.org

Below is the technical information on how the NCCC plans to manage the Search Engine Optimization (SEO) for the website. This will heavily rely on the guidance and research and developed from Task 1 & 2. This will ensure the sites ongoing relevance and will help the site populate high on search engines such as Google and Bing.

NCCC proposes the following approach:

- a. Ensure onsite optimization
 - i. Conduct website and competitor analysis
 - ii. Ensure all keywords are optimized/find most profitable keyword
 - iii. Incorporate SEO suggestions of City, Hoteliers, and local Businesses for DiscoverNationalCity.org
 - iv. Optimize title and meta tags
 - v. Optimize content and keyword placement
 - vi. Create HTML & XML sitemap creation
 - vii. Optimize images
 - viii. Manage Google Analytics
 - ix. Manage Google, Yahoo & Bing link submissions
 - x. Validate W3C
 - xi. Submit to Robot.txt
- b. Ensure offsite optimization
 - i. Develop new backlinks monthly
 - ii. Develop one blog write-up with 5 profile creations

- iii. Manage accounts on social networking sites
- iv. Submit website to social bookmarking sites
- v. Submit articles to online directories
- vi. Submit press releases to directories
- c. Maintain reporting
 - i. Submit initial rank report
 - ii. Submit monthly work report
 - iii. Submit progress rank report
 - iv. Submit traffic report
 - v. Schedule 1 hour consultation with City- quarterly

Goals:

- Have DiscoverNationalCity.org be the number one site in National City for content on local event, hotels, and restaurant's.
- Have the site has over 80,000 hits in its first complete year after funding date.

Timeline:

- Basic SEO parameters have already been created for the website. The additional updates, and work will be completed at the end of May 2022.
- Updates for SEO will be ongoing and will be completed on a quarterly basis.

Task 5: Social Media

Social Media is critical to the success of the website. The city and the NCCC will share content on the website. The Chamber will manage the DiscoverNationalCity.org accounts. The city will provide content and imagery for local events by tagging DiscoverNationalCity.org accounts. The Chamber will ensure that content shared conforms to the criteria described in Task 3.

Images that are shared with the NCCC will be allowed to be used at the discretion of the NCCC to promote the website and the industries the site promotes. The city can request at any time to remove images that it has tagged from further marketing efforts or that have been shared in its social media platforms.

NCCC proposes the following approach:

- a. Complete social media audit for discovernationalcity.org
- b. Conduct competitive analysis
- c. Develop strategy map
- d. Plan, implement and monitor content
- e. Report and revise strategy
- f. Development and distribution of a monthly e-newsletter (template already established)
 - i. Includes relevant information from City.
- g. Manage social media campaigns
 - i. Manage social networks (Facebook, Twitter, LinkedIn, Pinterest)
 - i. Provide partnering agencies with information on how to share imagery with DiscoverNationalCity.org channels
 - ii. Manage local business listings
 - iii. Manage hotel listings on Google

- iv. Submit social bookmarking posts monthly

Goals:

- DiscoverNationalCity.org gains a following of 1,000 active followers.
- Partner with local influencers on a regular basis, both English and Spanish Speaking.

Timeline:

- Content will be updated on weekly basis and scheduling of content from The Chamber. City will provide content on an as needed basis within its own events.
- Management of resources will be updated on a weekly basis.

Task 6: Local Event Promotions for City and Resource for Residents

Two events that The Chamber puts forth to promote and execute within the scope of the Discovernationalcity.org is the Local Restaurant Week and a Shop Local Initiative. Additional events, programs, and resources can be added with guidance from the Marketing and Tourism Committee. The Committee will also participate in the planning execution of the event.

Approach for the certification and promotion Local Restaurant Week:

- a. Schedule a week for event, The Chamber recommends summer 2022.
- b. Create parameter for the event for participating restaurants.
- c. Create and plan to get feedback from customers and participating restaurants to vote. Awards will be announced and awarded at the 2023 annual for the criteria selected by the Marketing and Tourism committee.
- d. Recruit local restaurants to participate that will offer specials during this time to the community and customers that match the parameters created by the Marketing and Tourism Committee.
- e. Create marketing plan and strategy to include:
 - a. Street Banners
 - b. Online marketing
 - c. Collateral for participating restaurants.
 - d. Partner with Chamber and local media partners to promote.
- f. Manage a social media campaign during the week with special videos, interviews, and news will be provided by the owners and local media.

Goals:

- Have over 50 participating restaurants in National City.
- Have over 2,000 confirmed participants in the restaurant week. This will be collected by confirming number of special orders made during the given period. These will be reported by the participating restaurants.

Timelines:

- Detailed event timeline will be created by the NCCC and the Marketing and Tourism Committee by end of March 2022 and will be reported to the Economic Development Committee in April 2022.

- Event will be scheduled, and all collateral will be created by May 2022.
- Promotions for the event will begin 8 weeks prior to the start date of the restaurant week.
- Data from the event will be compiled and reported one month after the events conclusion.

Event Sponsorships: See attached “See City of National Sponsorships 2022”

Assumptions

The following are assumptions under this Scope of Work:

1. The total investment stated at the end of this document reflects the budget for one year starting on the date of funding.
2. The funding for sponsorships is for the calendar year of 2022.
3. All prices listed in projected fees are in U.S. dollars and are payable in U.S. dollars

Fees & Expenses

The following are the fees for this Statement of Work:

Task	Description	Duration/Times	Fee
1-10	Economic Development	3/1/2022-12/31/2022	\$40,000
Event	Sponsorship – SP Package	See “Event Sponsorship”	\$10,000
	Total Grant		\$50,000

Acceptance:

National City Chamber of Commerce

City of National City

By: _____

By: _____

Name: Chad Matkowski

Name: _____

Title: President/ CEO

Title: _____

Date: _____ Date: _____

RESOLUTION NO. 2022 -

RESOLUTION OF CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE NATIONAL CITY CHAMBER OF COMMERCE FOR A NOT TO EXCEED AMOUNT OF \$50,000 AND AUTHORIZING APPROPRIATING \$50,000 FROM THE AMERICAN RESCUE PLAN ACT FUNDS ALLOCATED TO GENERAL FUND OFFSETS

WHEREAS, on March 20, 2021, City Council voted to add an Economic Development/Recovery Program with the National City Chamber of Commerce to the 2021-2022 budget; and

WHEREAS, on June 1, 2021, the National City Chamber of Commerce presented a COVID-19 Economic Recovery Proposal to City Council; and

WHEREAS, on October 19, 2021, City Council adopted Resolution No. 2021-149, approving a spending plan for the first half of the American Rescue Plan Act ("ARPA") funding, which included General Fund Expenditure Offsets; and

WHEREAS, providing funding to assist with the National City Chamber of Commerce COVID-19 Economic Recovery Proposal to assist in addressing the negative economic impacts of the pandemic to the National City business community was included in the General Fund Expenditure Offsets; and

WHEREAS, City staff recommends City Council authorizes the Mayor to execute an agreement between the City of National City and the National City Chamber of Commerce for a not-to-exceed amount of \$50,000 to assist in addressing the negative economic impacts of the pandemic to the National City business community; and

WHEREAS, City staff recommends City Council authorize appropriating \$50,000 from the American Rescue Plan Act funds allocated to General Fund offsets for the agreement.

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

Section 1: Authorizes the Mayor to execute an agreement between the City of National City and the National City Chamber of Commerce for a not-to-exceed amount of \$50,000 to address the pandemic's negative economic impacts to the National City business community.

Section 2. Approves appropriating \$50,000 from the American Rescue Plan Act funds allocated to General Fund offsets for the agreement.

Resolution No. 2022 –
Page Two

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 15th 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 acceptance of the California Library Literacy Services \(CLLS\) Grant in the amount of \\$9,750 to fund the National City Public Library's Literacy Services ESL Program for FY 2022 and authorizing the establishment of a Library Grants Fund appropriation of \\$9,750 and corresponding revenue budget. \(Library and Community Services\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: March 15, 2022

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City, California authorizing the acceptance of the California Library Literacy Services (CLLS) Grant in the amount of \$9,750 to fund the National City Public Library's Literacy Services ESL Program for FY 2022 and authorizing the establishment of a Library Grants Fund appropriation of \$9,750 and corresponding revenue budget.

PREPARED BY: Joyce Ryan, Library & Community Services
Director

DEPARTMENT: Library & Community Services

PHONE: 619-470-5882

APPROVED BY: 

EXPLANATION:

The California Library Literacy Services (CLLS) grant is designed to support the Library's literacy services program for adults who seek to improve their reading, writing, math, and computer skills. Recently, CLLS opened applications for a new English as a Second Language (ESL) program. Library staff applied for the grant and were awarded funds for FY 2022. Please see attached staff report for additional information.

FINANCIAL STATEMENT:

APPROVED: 

Finance

ACCOUNT NO.

APPROVED: _____

MIS

Revenue account: 320-31331-3463 OTHER STATE GRANTS
Expenditure accounts:
320-431-331-100-0000 PART-TIME SALARIES
320-431-331-399-0000 MATERIALS & SUPPLIES

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:

Approved by the Library Board of Trustees on March 2, 2022.

ATTACHMENTS:

1. Staff Report
2. State Library's Award Letter with Award Agreement and Certificate of Compliance
3. Resolution



City Council Staff Report

March 15, 2022

ITEM

Resolution of the City Council of the City of National City, California authorizing the acceptance of the California Library Literacy Services (CLLS) Grant in the amount of \$9,750 to fund the National City Public Library's Literacy Services ESL Program for FY 2022 and authorizing the establishment of a Library Grants Fund appropriation of \$9,750 and corresponding revenue budget.

BACKGROUND

California Library Literacy Services was developed in 1984 as the first statewide library-based adult literacy service. Since then, library literacy programs have helped more than a quarter of a million learners and their families.

Since 1984, the National City Public Library has assisted adults who seek to improve their reading skills. Adults in the literacy program achieve personal goals such as learning the alphabet, reading a book for the first time, getting a job, sharing a book with a child, reading a medicine label, volunteering in the community, and voting. Our Library has also developed a strong program with curriculum in digital literacy.

The National City Public Library began an English as a Second Language (ESL) pilot program in 2018-2019 with one Basic English Class and one ESL tutor. Currently, the ESL program now holds a Basic, Advanced, and Conversational class with tutors trained in each specific level. ESL has become one of the most popular programs we provide. Since 2018, the program has assisted 146 ESL learners.

For many years, ESL was not funded through the California Library Literacy Services grant program. This year, grant applications for this service became available and staff worked quickly to apply for this grant award.

EXPLANATION

The California Library Literacy Services (CLLS) grant is designed to support the Library's literacy services program for adults who seek to improve their reading, writing, math, and computer skills. Recently, CLLS opened applications for a new English as a Second Language (ESL) program. Library staff applied for the grant and were awarded funds for FY 2022.

ESL learners will typically focus on the listening comprehension and speaking skills, as well as basic writing and reading skills, needed to participate in work, family life, and their communities. Tutoring is provided in one-to-one and small-group sessions that are tailored to each learner's goals and aspirations. Adults who are eligible to receive ESL services:

- Are 16 years or older and not concurrently enrolled in high school;
- Seek literacy services for themselves although they may not be able to do the intake interview in English;
- Are willing to be assessed, and complete an intake interview and assessment that includes speaking and listening skills; and
- Have established one or more personal learning goals, including communication-related goals.

ESL learners include those who include as primary goals, and spend a large proportion of their tutoring or instructional time, working on English language acquisition, conversational fluency, and pronunciation.

This CLLS grant is awarded in one payment of \$9,750 for FY 2022. Library staff will be able to apply for funds to continue this program with the FY23 CLLS application process. Funds will pay for part-time staff costs and instructional materials and supplies.

RECOMMENDATION

Adopt a resolution authorizing the acceptance of the California Library Literacy Services (CLLS) Grant in the amount of \$9,750 to fund the National City Public Library's Literacy Services ESL Program for FY 2022 and authorizing the establishment of a Library Grants Fund appropriation of \$9,750 and corresponding revenue budget.

FISCAL IMPACT

Adoption of the resolution will approve the acceptance of grant funds in the amount of \$9,750 for the Library Literacy ESL Program.



January 19, 2022

Joyce Ryan, Director
National City Public Library
1401 National City Blvd.
National City, CA, CA 91950

Dear Joyce Ryan:

We're pleased to provide funds to support your English as a Second Language program and the important work that you, your California Library Literacy Services program, your staff, and your volunteers do in your community.

The state budget has included one-time California Library Literacy Services funding at \$15 million for English as Second Language Services. These funds will be allocated over a five-year period. This award letter covers Round I of funding, between January 1, 2022 and June 30, 2022. We anticipate that funding for 2022-2023 and subsequent years will be included with your regular CLLS award.

Your total award for the portion of the 2021-2022 fiscal year beginning January 1, 2022, is:

- **Total Award: \$9750**

Your funds must be fully expended by June 30, 2022, in accordance with your approved budget on file with the State Library.

Please be sure your program expenditures are consistent with the California Library Literacy Services allowable and unallowable costs guide. If you have any questions about expending your funds, please reach out to Allyson Jeffredo at Allyson.Jeffredo@library.ca.gov.

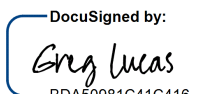
We strongly encourage your program staff to develop and maintain community partners to strengthen your program, attend regular regional library literacy network meetings, participate in your local Adult Education Consortium, and participate in library literacy training opportunities offered by the State Library and the regional networks.

The payment process begins when we receive your completed and signed claim and certification forms (attached). All forms should be completed using DocuSign to be processed for payment.

Our library literacy staff is available to assist you throughout the year. Your Advisor is Beverly Schwartzberg, beverly.schwartzberg@library.ca.gov, and your Grant Monitor is Allyson Jeffredo, Allyson.Jeffredo@library.ca.gov. Please contact them with any questions.

Thank you for your willingness to do so much for those in need. Best wishes for a successful year.

Respectfully yours,

DocuSigned by:

BDA50981C41C416...
Greg Lucas
California State Librarian

Cc: Beverly Schwartzberg, beverly.schwartzberg@library.ca.gov
Allyson Jeffredo, Allyson.Jeffredo@library.ca.gov
Gina Iwata, Gina.Iwata@library.ca.gov
Mikki Vidamo, mvidamo@nationalcityca.gov

Enc: Claim form and certification form

THE BASICS – YOUR GRANT AWARD

The following provides all the basic information about your grant and managing your grant.

Award #:	ESL21-18
Library:	National City Public Library
Award Amount:	\$9750

APPROVED BUDGET

Salary and Benefits	\$2250
Contract Staff	\$0
Operations	\$2500
Library Literacy Materials	\$5000
Small Equipment	\$0
Equipment (\$5,000 or more per unit)	\$0
Subtotal	\$9750
Indirect	\$0
Grant Total	\$9750

Start Date:	Upon execution
End Date:	June 30, 2022
Please understand that it can take from eight to ten weeks following the receipt of an error free claim form before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor.	

CONTACT

We want your project to be successful. Please work with the program staff listed below in implementing your project:

Literacy Analyst:	Allyson Jeffredo
Phone Number:	(916) 603-6709
Email Address:	allyson.jeffredo@library.ca.gov
Library Programs Consultant:	Beverly Schwartzberg
Phone Number:	(916) 701-6880
Email Address:	beverly.schwartzberg@library.ca.gov

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that the claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

The claims the indicated allowance for the purposes of carrying out the functions stated in its ESL application and in Sections 18880-18883 of the California Education Code.

National City Public Library, 1401 National City Blvd, National City, CA 91950-4401

SIGNED

DATE

Signature - Authorized representative

Joyce Ryan

Typed/Printed Name and Title of Authorized Representative

jryan@nationalcityca.gov

Email address of authorized representative



National City Public Library

Invoice #ESL21-18

PROJECT INFORMATION:

Invoice #: ESL21-18

Project Title: English as Second Language Services

Grantee: National City Public Library

Funding Start Date: Upon execution

Term completion: June 30, 2022

Total Award: \$9750

PAYMENT SCHEDULE:

Libraries receive 100% of their English as a Second Language Services award upon receipt of the award letter.

Note:

Libraries have 6 months to spend their English as a Second Language funds, from January 1, 2022 in which the funds are awarded until June 30, 2022 of the same year.

	English as a Second Language Service	Total Allocation
Total:	\$9750	\$9750

REPORTING:

Libraries will be required to submit a final report. Reminder emails will be sent out beginning six weeks before the required report.

All required reporting materials will be located on the California State Library's website. The reporting schedule is detailed below.

Final Report	Due September 30, 2022
--------------	------------------------

Note:

A budget modification form will be required for all budget changes regardless of amount. Modification form may be submitted throughout the year but no later than May 31st.



STATE FUNDED GRANTS
**AWARD AGREEMENT AND
CERTIFICATE OF COMPLIANCE**



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PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE STATE LIBRARY and National City Public Library for the English as a Second Language Services project.

AWARD AGREEMENT NUMBER ESL21-18

This Award Agreement ("Agreement") is entered into on January 1, 2022 by and between the California State Library ("State Library") and National City Public Library, ("Grantee").

This Award Agreement pertains to Grantee's State-funded English as a Second Language Service project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of \$9750 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:



PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins on the date of execution of the Agreement by both parties, until June 30, 2022. If completion of the project occurs prior to the end of the grant period this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on June 30, 2022 and all eligible program costs must be incurred by this date.

B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the English as a Second Language Services project.
2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:
 - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
 - Make financial records available to the State Library upon request.
 - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
 - Prepare and submit required narrative and financial reports.
 - Procure equipment, and other supplies as needed for the project.
 - Issue contracts for services, personnel, and consultants as needed for the project.
 - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
 - Oversee the implementation of project activities.

C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The Grantee shall request the distribution of grant funding consistent with its proposal and the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

D. Narrative and Financial Reports

1. The Grantee shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.
2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.
3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
January 1, 2022 – June 30, 2022	Final Report	September 30, 2022

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.
5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

E. Claim Form and Payment

1. The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outline in this document have been met, and only for those activities and costs specified in the approved award application.
2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement

platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.

3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.
5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. The Final Payment of 10% will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied.
7. **Prompt Payment Clause**
The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq.* The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.
8. **Budget Contingency Clause**
 - a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.
 - b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.



EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the [California Accessibility Standards](#). Additionally all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the Statewide Broadband Services Program.
 - a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
 - b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

"This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

"Funding provided by the State of California."

- c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
 - d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the [California State Library website](#), is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
 - e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form, or contact your grant monitor for the State Library's form.
3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose, and has no authority to bind the State Library in any manner whatsoever.
4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.
5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.
7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until

completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Grantee and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.
9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant manager or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:

National City Public Library
Joyce Ryan
1401 National City Blvd.
National City, CA, CA 91950
jryan@nationalcityca.gov

California State Library
Allyson Jeffredo
900 N Street
Sacramento, CA 95814
Allyson.Jeffredo@library.ca.gov
(916) 603-6709

1. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.
2. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either

directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

3. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.
4. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.
5. Dispute Resolution: In the event of a dispute, Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Grantee shall continue with its responsibilities under this Agreement during any dispute.
6. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et seq.*) and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about all of the following:

- 1) The dangers of drug abuse in the workplace.
- 2) The Grantee's policy of maintaining a drug-free workplace;
- 3) Any available counseling, rehabilitation and employee assistance programs.
- 4) Penalties that may be imposed upon employees for drug abuse violations.

c. Require that every employee who works on the Agreement will:

- 1) Receive a copy of the Grantee's drug-free workplace policy statement.
- 2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

7. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.
8. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.
9. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.
10. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.
11. Failure to Perform: The grant being utilized by the Grantee is to benefit the [insert phrase]. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withhold.
12. Federal and State Taxes: The State Library shall not:
 - a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
 - b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
 - c. Withhold Federal or State income taxes from Grantee's payments

Grantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

13. Force Majeure: Neither the California State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.
14. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.
15. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.
16. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.
17. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.
18. Grantee: the government or legal entity to which a grant is awarded and which is accountable to the California State Library for the use of the funds provided.
 - a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper used of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as

the California State Library may find necessary to assure the correctness and verification of such reports.

19. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library.
20. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.
21. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations, and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award, and is not required to provide training in connection with this Agreement.
22. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
23. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:
 - a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and

- b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

24. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed \$9750 and shall be expended/encumbered in the designated award period.

During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

25. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.

26. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Grantee shall permit access by representatives of the Department of Fair Employment and Housing and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations

under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

27. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:
- a. **Electronic Mail (E-mail)**: When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - d. **Personally**: When delivered personally to the recipient's physical address as stated in this Agreement.
 - e. **U.S. Mail**: Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.
28. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:
- a. Grant Agreement Coversheet and any Amendments thereto
 - b. Terms and Conditions
 - c. Procedures and Requirements
 - d. Certificate of Compliance
 - e. Project Summary
 - f. Grantee's Application (including Budget and Activities Timeline)
 - g. All other attachments hereto, including any that are incorporated by reference.

29. Payment:

- a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.
- d. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the [California State Administrative Manual](#) (see Exhibit C or contact the Grant Monitor for more information).
- e. Payment will be made only to the Grantee.
- f. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.

30. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

31. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.

32. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the

Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.

33. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq.*
34. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.
35. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq.* This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.
36. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.
37. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.
38. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials

used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

39. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.
40. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.
- a. The grantee shall be responsible for submitting to the State Library a final report detailing progress and activities. The report is due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
 - b. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.
 - c. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
 - o \$9750 upon execution of the agreement and submission of claim by the grantee organization.
41. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.
42. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

43. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.
44. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.
45. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.
46. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.
- Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.
47. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this

Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

48. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.
49. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.



EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
2. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
3. I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
4. The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
5. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount 9750. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
6. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
7. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;

- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq.*)

8. **CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code § 10410):

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code § 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

9. **LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).
10. **AMERICANS WITH DISABILITIES ACT:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et. seq.*)
11. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
12. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.
13. **DRUG FREE WORKPLACE:**
 - a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
 - b. This includes but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.
14. **ACCESSIBILITY:** The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.
15. **NON-DISCRIMINATION:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with all California non-discrimination laws.

16. ACKNOWLEDGEMENT: The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with California State Library acknowledgement requirements.

Certification

ORGANIZATION	
Name: National City Public Library	Address (official and complete): 1401 National City Blvd., National City, CA 91950
PROJECT COORDINATOR	
Name: Mikki Vidamo	
Email: mvidamo@nationalcityca.gov	Phone: (619) 470-5865
GRANTTEE AUTHORIZED REPRESENTATIVE	
Name: Joyce Ryan	Title: Library & Community Services Director
Email: jryan@nationalcityca.gov	Phone: (619) 470-5882
Signature:	Date:



Authorized Representative Signature

ORGANIZATION	
Name: National City Public Library	Address (official and complete): 1401 National City Blvd., National City, CA 91950
AUTHORIZED REPRESENTATIVE	
Signature:	Date:
Printed Name of Person Signing: Joyce Ryan	Title: Library & Community Services Director
STATE OF CALIFORNIA	
Agency Name: California State Library	Address: 900 N. St Sacramento, CA 95814
Signature: <small>DocuSigned by:</small> Greg Lucas	Date: 2/9/2022
Printed Name of Person Signing: Greg Lucas	Title: State Librarian



EXHIBIT B: STATE REIMBURSABLE TRAVEL EXPENSES

Rates are subject to change per State of California, Department of Human Resources Please Check State of California, Department of Human Resources Website for updated expenses:

<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Mileage: Rate subject to change	\$0.56 per mile – approved business/travel expense
Meals: Receipts are required	\$7.00 – Breakfast \$11.00 – Lunch \$23.00 – Dinner \$5.00 - Incidentals

Meals Note: Lunch can only be claimed if travel is more than 24 hours. Incidental charge may be claimed once for every 24-hour period and should cover incidental expenses, such as but not limited to, tip, baggage handling, etc.

Hotel: Receipts are required and MUST have a zero balance.	\$ 90.00 plus tax for all counties/cities not listed below \$ 95.00 plus tax for Napa, Riverside, and Sacramento Counties \$ 110.00 plus tax for Marin County \$ 120.00 plus tax for Los Angeles, Orange, and Ventura Counties, and Edwards AFB. Excluding the city of Santa Monica \$ 125.00 plus tax for Monterey and San Diego Counties \$ 140.00 plus tax for Alameda, San Mateo and Santa Clara Counties \$ 150.00 plus tax for the City of Santa Monica \$ 250.00 plus tax for San Francisco County Out of State: Prior authorization must be obtained, as well as three print-out hotel quotes. Actual receipt must be included with authorization and additional quotes.
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Hotel Note: If the above approved reimbursable hotel rates cannot be secured, please contact your grant monitor to obtain an excess lodging form. This form must be approved prior to actual travel.

AIRLINE TICKETS: Itinerary and receipts are required	Actual reasonable fees pertaining to airline travel will be reimbursed. Business, First Class, or Early Bird Check-in fee is not an approved reimbursable expense.
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CALIFORNIA STATE LIBRARY
California Library Literacy and English Acquisition Services

**FINANCIAL CLAIM
IN FULL**

Invoice#: ESL21-18-01
PO#

ENY: 2021
ITEM NO: 6120-2131-0001 Chapter 240, Statutes of 2021
PURCHASING AUTHORITY NUMBER: CSL-6120
REPORTING STRUCTURE: 61202000
COA: 5432000
PROGRAM #: 5312

Date: _____

Claim of: National City Public Library

Complete Address: 1401 National City Blvd., National City, CA 91950
Street Address, City, State, Zip Code

For: National City Public Library

Project Title: English as a Second Language Services Grant

Amount Claimed: \$9,750

Grant Award Number: ESL21-18

For Period From: upon execution to end of grant period

Type of Payment PROGRESS FINAL **IN FULL**

Payable Upon Execution of Agreement

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By

(Signature of the authorized representative)

(Print Name)

Library & Community Services Director

Title

State of California, State Library Fiscal Office

By _____ Date _____
(State Library representative)

If you are not using DocuSign electronic signature to submit your claim, please complete the following:

<p align="center">EMAIL A SCANNED COPY: Fiscal Services stategrants.fiscal@library.ca.gov</p>	<p align="center">MAIL ONE ORIGINAL SIGNATURE TO: California State Library Fiscal Office – CLLS PO Box 942837 Sacramento, CA 94237-0001</p>
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RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA AUTHORIZING THE ACCEPTANCE OF THE CALIFORNIA LIBRARY LITERACY SERVICES (CLLS) GRANT IN THE AMOUNT OF \$9,750 TO FUND THE NATIONAL CITY PUBLIC LIBRARY'S LITERACY SERVICES ESL PROGRAM FOR FISCAL YEAR 2022 AND AUTHORIZING THE ESTABLISHMENT OF A LIBRARY GRANTS FUND APPROPRIATION OF \$9,750 AND CORRESPONDING REVENUE BUDGET

WHEREAS, since 1984, the California Library Literacy Services ("CLLS") Grant is designed to support the Library's Literacy Services Program to English-speaking adults who seek to improve their reading, writing, and math skills; and

WHEREAS, the National City Public Library began an English as a Second Language ("ESL") pilot program in 2018 and, since then, has developed the program to assist students on different learning levels and has assisted 146 ESL learners to date; and

WHEREAS, the CLLS ESL learners include those who include as primary goals, and spend a large proportion of their tutoring or instructional time, working on English language acquisition, conversational fluency, and pronunciation; and

WHEREAS, the National City Public Library applied for and was awarded \$9,750 from California Library Literacy Services to fund an English as a Second Language (ESL) Program for our community residents.

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

Section 1: Authorizes the acceptance of grant funds in the amount of \$9,750 from California Library Literacy Services to fund the National City Public Library's Literacy Services ESL Program for Fiscal Year 2022.

Section 2: Authorizes the establishment of Library Grant Fund appropriations in the amount of \$9,750 and a corresponding revenue budget.

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

Resolution No. 2022 –
Page Two

PASSED and ADOPTED this 15th 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 a Subordination Agreement with Clara Futura Investments, LLC, a California limited liability company, and Real Value Properties II LLC, a California limited liability company, subordinating the Deed of Trust securing the performance of an Affordable Housing Density Bonus Agreement entered into on October 22, 2021 that restricts one housing unit at 1924 Harding Avenue in National City. \(Housing Authority\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: March 15, 2022

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City, California approving a Subordination Agreement with Clara Futura Investments, LLC, a California limited liability company, and Real Value Properties II LLC, a California limited liability company, subordinating the Deed of Trust securing the performance of an Affordable Housing Density Bonus Agreement entered into on October 22, 2021 that restricts one housing unit at 1924 Harding Avenue in National City.

PREPARED BY:

Greg Rose, Property Agent

DEPARTMENT: Housing Authority

PHONE: 619-336-4266

APPROVED BY: 

EXPLANATION:

Per Resolution No. 2021-144, at the October 5, 2021 City Council meeting Clara Futura Investments, LLC (“Developer”) received approval of a Density Bonus Agreement (“Agreement”) that obligates the developer to restrict one (1) unit as affordable. The restriction on the affordable unit is memorialized through that Agreement, assuring affordability for a total of fifty-five (55) years. A Performance Deed of Trust was also recorded to secure the Agreement on the property. This Subordination Agreement will ensure that the Density Bonus Agreement will remain superior to the Lender’s Deed of Trust, and the Performance Deed of Trust will be made subordinate and subject to the Lender’s Deed of Trust.

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO.

APPROVED: _____ MIS

No Fiscal Impact – This report is informational only, there is no fiscal impact associated with the report.

ENVIRONMENTAL REVIEW:

The infill development project, including the density bonus incentives provided, is categorically exempt from CEQA review pursuant to Class 3 Section 15332.

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Subordination Agreement
2. Resolution

No Fees per Government Code 6103

Recording Requested By:

When Recorded Mail To:

National City Housing Authority
 Attention: Executive Director
 1243 National City Boulevard
 National City, CA 91950

**SUBORDINATION AGREEMENT
 (1924 Harding Avenue)**

THIS SUBORDINATION AGREEMENT (“Subordination Agreement”) is dated as of the ___ day of March, 2022, by the City of National City (“City”), Clara Futura Investments, LLC, a California limited liability company (“Borrower”) and Real Value Properties II LLC, a California limited liability company (“Lender”).

RECITALS

A. Borrower is the owner of certain real property generally located at 1924 Harding Avenue, in the City of National City, County of San Diego, California (“Property”), as more particularly described in that certain Deed of Trust and Assignment of Rents Fixed Interest Rate, dated as of May 16, 2019, and recorded in the Office of the Recorder of the County of San Diego, State of California on June 6, 2019, as Instrument No. 2019-0219639 (“Lender Deed of Trust”).

B. Concurrently with recordation of this Subordination Agreement, Borrower is causing the following to be recorded against the Property in the Office of the Recorder of the County of San Diego, State of California: (i) an Affordable Housing Density Bonus Agreement (1924 Harding Avenue) (“Density Bonus Agreement”) by and between the City and Borrower; and (ii) a Deed of Trust (“City Deed of Trust”) executed by the Borrower in favor of the City.

C. City, Lender and Borrower all agree and desire to execute this Subordination Agreement to memorialize their understanding and agreement with regard to the respective priorities of each of the above-referenced documents. It is the intention of the parties that the Density Bonus Agreement shall unconditionally be and remain at all times a lien, claim and charge on the Property prior and superior to the Lender Deed of Trust and that the Lender Deed of Trust shall unconditionally be and remain at all times a lien, claim and charge on the Property prior and superior to the City Deed of Trust.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the City, Lender and Borrower hereby agree as follows:

AGREEMENT

6. Governing Law. This Subordination Agreement is governed by, and shall be construed in accordance with, the laws of the State of California.

7. Counterparts. This Subordination Agreement may be executed in counterparts, and all counterparts constitute but one and the same document.

8. Signatures. All individuals signing this Subordination Agreement for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to one another that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

IN WITNESS WHEREOF, the parties have executed this Subordination Agreement as of the date first set forth above and agree to be bound hereby.

LENDER:

Real Value Properties II, a California limited liability company

By: _____

Print Name: _____

Its: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

BORROWER:

Clara Futura Investments, LLC, a California limited liability company

By: _____

David Gillingham, Manager

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY:
City of National City

By: _____
Brad Raulston, City Manager

APPROVED AS TO FORM:
Gabriela M. Torres., Deputy City Attorney

By: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of San Diego)

On _____, 2022, before me, _____, notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of San Diego)

On _____, 2022, before me, _____, notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of San Diego)

On _____, 2022, before me, _____, notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA APPROVING AN AFFORDABLE HOUSING DENSITY BONUS AGREEMENT WITH CLARA FUTURA INVESTMENTS, LLC, FOR THE DEVELOPMENT OF 14 UNITS LOCATED AT 1924 HARDING AVENUE AND RESTRICTING THE RENT AND OCCUPANCY OF ONE (1) UNIT TO VERY LOW-INCOME HOUSEHOLDS IN EXCHANGE FOR A DENSITY BONUS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 65915 - 65918

WHEREAS, Clara Futura LLC (“Developer”) wants to develop its property located at 1924 Harding Avenue, National City, California; and

WHEREAS, the current zoning allows for the construction of ten (10) units by right; and

WHEREAS, the Developer will restrict the rent and occupancy of one (1) unit to very low-income households (below fifty percent (50%) of area median income) in exchange for a density bonus of 35% and a deviation from front yard and street side yard setback requirements, a deviation from floor area ratio requirements, and a waiver from common open space requirements, mandated by the California Government Code Sections 65915 – 65918, which will allow the construction of an additional four (4) units for a total of 14 units on the property; and

WHEREAS, the Affordable Density Housing Bonus Agreement (“Agreement”) will serve to memorialize the Developer’s obligation to provide the one (1) affordable unit and the restriction of the affordable unit by the recordation of this Agreement assuring affordability for a total of fifty-five (55) years; and

WHEREAS, a Performance Deed of Trust will also be recorded to secure the Agreement on the property.

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

Section 1: Approves an Affordable Housing Density Bonus Agreement with Clara Futura, LLC, restricting the rent and occupancy of one (1) unit to very low-income households in exchange for one density bonus pursuant to California Government Code Sections 65915 – 65918 for the development of fourteen (14) units located at 1924 Harding Avenue, in National City, California.

Section 2: That the City of National City will record a Performance Deed of Trust securing the timely performance of the Affordable Housing Density Bonus Agreement, and after it is recorded in the County of San Diego, a copy of said Deed of Trust will be on file in the Office of the City Clerk.

///

Section 3: 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 15th 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 National City, California creating two \(2\) new job classifications and amending the Management Salary Schedule, and the Confidential Salary Schedule. \(Human Resources\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: March 15, 2022

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of National City creating two (2) new job classifications and amending the Management Salary Schedule, and the Confidential Salary Schedule.

PREPARED BY: Robert J. Meteau Jr., Human Resources Director **DEPARTMENT:** Human Resources

PHONE:

APPROVED BY:



EXPLANATION:

Staff recommends approving the addition of the Planning Manager classification to the Management Salary Schedule, and approving the Senior Information Technology Analyst classification to Confidential Salary Schedule.

These two (2) classifications were created to address the expanded needs of higher-level subject matter expertise and complex project oversight in their respective departments and to support the workforce sustainability of current and future service delivery.

The Planning Manager position will be filled by an existing staff member that is already performing the higher level responsibilities and the Senior Information Technology Analyst position will be filled through an open recruitment.

FINANCIAL STATEMENT:

APPROVED: Molly Brown **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

The current Fiscal Year 2021/2022 Budget will fund these positions. The proposed Fiscal Year 2022/2023 Budget will include appropriations to fund these positions going forward.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: **INTRODUCTION:** **FINAL ADOPTION:**

STAFF RECOMMENDATION:

Staff recommends approving the addition of the Planning Manager classification to the Management Salary Schedule, and the Senior Information Technology Analyst classification to the Confidential Salary Schedule.

BOARD / COMMISSION RECOMMENDATION:

On February 16, 2022, the Civil Service Commission approved the two (2) additional classifications (3-0, Commissioner Luna absent).

ATTACHMENTS:

- A. Proposed Job Classifications (2)
- B. Amended Management Salary Schedule
- C. Amended Confidential Salary Schedule

PLANNING MANAGER (Unrepresented – Management Group)	CITY OF NATIONAL CITY
CLASS SPECIFICATION	Approved: February 16, 2022

DEFINITION

To organize, direct, manage, and coordinate the activities of the Planning Division within the Community Development Department; performs complex professional work in all phases of current and advanced planning, design development, environmental review, and special projects; monitors, reports, and evaluates the work of professional, technical, and administrative support staff; performs professional planning work; performs related work as required.

DISTINGUISHING CHARACTERISTICS

The Planning Manager is the Principal Manager level classification in the Professional Planning series. This a supervisory position primarily responsible for managing the Planning Division. The Planning Manager is distinguished from the Principal Planner by the level of responsibility assumed and the complexity of duties assigned. Receives administrative direction from the Director of Community Development or his/her designee.

EXAMPLES OF TYPICAL DUTIES

The following duties and responsibilities are representative of those typically performed by positions assigned to this classification. Any single position may not perform all of these duties and/or may perform similar related tasks not listed here.

- Assists in the administration and coordination of overall department activities; develops policies and procedures for the department.
- Supervises professional and technical staff engaged in advanced and current City planning activities including general plan and zoning code maintenance and enforcement, review of proposed developments and processing of permits.
- Conducts the most complex assignments, including the preparation, review, and project evaluation of current or advanced planning projects; ensures that planning activities are conducted in accordance with federal and state law, City ordinances, rules, and regulations including the California Environmental Quality Act and Air Quality Management Plan.
- Coordinates the conduct of environmental impact studies, including the preparation of requests for proposal; coordinates project review by other agencies; evaluates conclusions of environmental impact reports and prepares recommendations.
- Prepares reports and documents for City Council and Planning Commission agenda; attends meetings of the City Council and Planning Commission; makes presentations and responds to questions as required; advises the City Council and Planning Commission on zoning and planning matters; serves as secretary/staff to the Planning Commission, as necessary.
- Reviews, analyzes, coordinates related activities, consults with relevant parties, and prepares reports, conducts research and special studies; coordinates with other City departments involved in the development review process to maintain a high quality of customer service.
- Selects, supervises, motivates, plans, trains, directs, and evaluates the work of lower level staff, including preparing and presenting employee performance reviews.

- Researches and prepares written staff reports, letters, special project reports, and other forms of correspondence.
- Represents the City, as assigned, in relations with the community, advisory committees, local, state, and federal agencies, other planning departments, and professional organizations.
- Prepares and monitors the division budget; forecasts funds as needed.
- Prepares and writes a variety of reports and documentation, including detailed Risk Management incident reports.
- Performs other related duties as required or assigned.

MINIMUM QUALIFICATIONS

Training and Experience: Any combination equivalent to training and experience that could likely provide the required knowledge, skills, and abilities will be qualifying. A typical way to obtain the required knowledge, skills, and abilities would be: Bachelor's degree from an accredited college or university with major course work in Urban Studies, City and Regional Planning, Environmental Planning, Public Administration, or a closely related field; and five (5) years of progressively responsible professional planning experience encompassing both advanced and current planning, two (2) years of which have included supervising professional staff. A Master's degree in a related field and American Institute of Certified Planners (AICP) certification are highly desirable.

Knowledge and Skills in: Extensive modern knowledge of the principles, practices, and trends of municipal and urban planning, subdivision and parcel map design, zoning, environmental and land use control; planning division objectives and programs, including knowledge of the City General Plan, zoning codes and ordinances; modern organization and management; knowledge of engineering plans and topographic mapping; applicable federal and state planning and zoning laws, including CEQA and the Subdivision Map Act; methods and techniques used in the development and maintenance of master plans; principles of employee supervision, training, and performance evaluation; methods and techniques of research, statistical analysis and report preparation; modern office procedures and computer equipment; and budgeting procedures and techniques.

Ability to: Analyze budget and technical reports; interpret and evaluate staff reports; observe performance and evaluate staff; problem solve division related issues; explain, interpret, and apply City and departmental policies, rules, procedures and regulations; plan, organize and direct the variety of activities in the Planning Division; conduct and direct studies on proposed developments and determine whether they meet City requirements and are in accord with City policies relating to development; develop plans designed to maintain departmental efficiency and responsiveness; analyze problems, identify alternative solutions, and project consequences of proposed actions and implement recommendations in support of goals; gain cooperation through discussion and persuasion; prepare and administer a budget; supervise, train and evaluate personnel; develop others through coaching, mentoring, and providing growth opportunities; effectively utilize computer applications and technology related to the work; communicate clearly and concisely, both orally and in writing; ability to establish and maintain effective working relationships with those contacted in the course of work.

LICENSES, CERTIFICATIONS, OR SPECIAL REQUIREMENTS

Possession of a valid California Class C driver's license or other means that would allow for the ability to commute to meetings, conduct site visits, and attend other special events throughout the county.

SENIOR INFORMATION TECHNOLOGY ANALYST (Unrepresented – Confidential Group)	CITY OF NATIONAL CITY
CLASS SPECIFICATION	Approved: February 16, 2022

DEFINITION

Under general direction, provides full technical support functions for the City’s Information Technology (IT) network and communications systems; identifies and resolves problems; and maintains computer hardware and software systems, technology infrastructure, communications equipment, and peripherals; serves as subject matter expert and functional lead operator on IT network, application, and database projects.

DISTINGUISHING CHARACTERISTICS

This is the advanced journey-level class in the Information Technology series reporting to the Information Technology Manager. This class is distinguished from the Information Technology Analyst in that duties, responsibilities, and assignments are more complex and require greater independence in decision making and the original creativity and responsibility for organization and execution of long-term projects. Incumbent may oversee and provide leadership and guidance on projects carried out by other staff.

EXAMPLES OF TYPICAL DUTIES

The following duties and responsibilities are representative of those typically performed by positions assigned to this classification. Any single position may not perform all of these duties and/or may perform similar related tasks not listed here.

- Serves as subject matter expert and functional lead operator on IT network, application, and database projects; conducts research and performs analyses; prepares reports regarding project feasibility, equipment utilization, project plans, and application integration.
- Maintains the network infrastructure, resources, access, and security for the IT Division; analyzes and resolves problems, and verifies the integrity, security, and effective performance of the network systems; performs work within scope of authority and training, and according to IT policies and procedures.
- Administers, updates, and maintains network servers; identifies and defines network problems, isolates errors, and implements technical solutions; works independently, and makes appropriate decisions based on experience and training.
- Monitors status, functionality, and utilization of network environment; resolves configuration, connectivity and traffic issues; monitors system firewalls, and identifies and resolves security and access issues.
- Documents all changes to network environment; assures optimum network performance, system integrity, and maximum uptime; performs backup and restore functions.
- Maintains work log of service requests, equipment malfunctions, software errors, failures, and technical configurations; identifies and reports trends and technical problems that need to be addressed by improved methodologies, procedures, and policies.
- Analyzes and resolves technical problems; notifies manager and other IT technicians of unusual problems and problem trends in order to provide improved IT services.
- Responds to help desk inquiries and requests for Information Technology (IT) services.

- Provides technical support, training, and assistance to employees; explains IT issues, and implements solutions according to IT Division standards, guidelines, and procedures; follows up with users to verify the functionality of the users' systems.
- Installs, moves, updates, and integrates computers, workstations, system components, communications equipment, and peripherals; installs and configures software upgrades, enhancements, and revised functions; verifies performance of user's systems.
- Maintains and enforces all aspects of computer security procedures and standards, including the confidentiality of work-related issues and City information.
- Performs other related duties as required or assigned.

MINIMUM QUALIFICATIONS

Training and Experience: Any combination equivalent to training and experience that could likely provide the required knowledge, skills, and abilities will be qualifying. A typical way to obtain the required knowledge, skills, and abilities would be: Associate of Science degree in information science, computer science or a closely related field with four (4) years of advanced journey-level experience in computer operation, including installation, troubleshooting and maintenance of virtualization software, Active Directory, firewalls, and other network systems and devices.

Knowledge and Skills in: Current principles and practices of computer systems configuration, administration, security, maintenance, operation, and troubleshooting. Setup, operation, and maintenance of PCs, virtual and physical servers in a LAN/WAN/wireless and wired environment, including installation, troubleshooting, and repair of components. Operation, configuration, and troubleshooting of networking components connecting offices via WAN circuits and fiber optic systems, especially administration and management of highly segmented TCP/IP environments. Public safety computer systems in use in the City, including, but not limited to mobile data terminals in vehicles, computer aided dispatch, public records management, and wireless and cellular broadband network technologies. Other systems/programs in use in the City, including, but not limited to network and computer operating systems, databases, email systems, antivirus products, and backup products, VOIP telephone and voicemail systems. Common administration and troubleshooting of printers, disk drives, modems and other network communication equipment, such as firewalls, switches, and routers. Common and specific information systems methods, principles, and practices as they relate to municipal management information systems operations. Pertinent federal, state, and local laws and regulations as they relate to information systems management in a municipal organization.

Ability to: Install, evaluate, test, configure, maintain, and troubleshoot a variety of operating systems and supporting hardware/software. Effect repairs and system changes and enhancements with low user visibility. Analyze, troubleshoot, and resolve highly technical networking issues. Respond to requests and inquiries from network users and provide assistance as needed. Meet deadlines and prioritize tasks with and without direction. Communicate clearly and concisely, both orally and in writing. Oversee, direct and coordinate the work of lower level staff. Establish, maintain, and foster positive working relationships with all levels of staff and contacts in outside consultants/agencies.

DEMANDS AND WORKING CONDITIONS

This position requires incumbents to be available for rotating on-call assignments and may be required to work during irregular work hours to support or perform maintenance/installations in order to minimize the impact to City operations.

Incumbents must have the ability to walk, sit, bend and stoop, have repetitive use of hands to operate computers, printers and copiers, lift and carry objects up to 40 pounds without assistance, and lift objects up to 75 pounds with assistance.

LICENSES, CERTIFICATIONS, OR SPECIAL REQUIREMENTS

Possession of a valid California Class C Driver's License, which must be maintained throughout employment, is required at time of appointment, or other means that would allow for the ability to commute to City facilities or other sites for meetings, trainings, and to provide technical support or a review of technology needs.

City of National City
Human Resources Department

MANAGEMENT POSITIONS

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
Asst Director of PW/Engineering	\$ 9,029.30 – \$ 12,634.81	\$ 108,351.58 – \$ 151,617.78
Battalion Chief ²	\$ 8,379.44 – \$ 11,427.18	\$ 100,553.30 – \$ 137,126.15
Budget Manager	\$ 6,084.69 – \$ 10,109.50	\$ 73,016.28 – \$ 121,313.96
Building Official	\$ 7,563.42 – \$ 11,247.35	\$ 90,761.01 – \$ 134,968.19
Community Development Manager	\$ 7,654.06 – \$ 10,553.29	\$ 91,848.74 – \$ 126,639.46
Community Development Specialist III	\$ 6,180.60 – \$ 9,289.76	\$ 74,167.23 – \$ 111,477.18
Deputy City Attorney	\$ 7,432.18 – \$ 10,900.54	\$ 89,186.18 – \$ 130,806.43
Deputy City Clerk	\$ 5,825.34 – \$ 8,083.68	\$ 69,904.08 – \$ 97,004.12
Deputy Director of Human Resources	\$ 7,705.07 – \$ 10,623.62	\$ 92,460.89 – \$ 127,483.48
Equipment Maint Supervisor	\$ 5,822.46 – \$ 8,807.62	\$ 69,869.47 – \$ 105,691.47
Facilities Maint Supervisor	\$ 4,495.31 – \$ 7,486.54	\$ 53,943.74 – \$ 89,838.54
Financial Services Officer	\$ 7,868.80 – \$ 10,632.07	\$ 94,425.57 – \$ 127,584.85
Housing Programs Manager	\$ 7,034.48 – \$ 9,844.24	\$ 84,413.76 – \$ 118,130.93
Human Resources Manager	\$ 7,705.07 – \$ 10,623.62	\$ 92,460.89 – \$ 127,483.48
Information Technology Manager	\$ 8,403.18 – \$ 10,915.79	\$ 100,838.13 – \$ 130,989.45
Management Analyst I	\$ 4,215.43 – \$ 6,414.54	\$ 50,585.11 – \$ 76,974.54
Management Analyst II	\$ 4,791.05 – \$ 7,289.93	\$ 57,492.54 – \$ 87,479.12
Management Analyst III	\$ 5,361.93 – \$ 8,165.30	\$ 64,343.16 – \$ 97,983.58
Neighborhood Council Coordinator	\$ 5,308.33 – \$ 8,083.68	\$ 63,699.98 – \$ 97,004.12
Neighborhood Services Manager	\$ 4,423.40 – \$ 9,008.57	\$ 53,080.80 – \$ 108,102.88
Nutrition Program Manager	\$ 4,856.78 – \$ 8,783.56	\$ 58,281.33 – \$ 105,402.77
Park Superintendent	\$ 6,275.79 – \$ 8,940.04	\$ 75,309.43 – \$ 107,280.46
Planning Manager	\$8,033.16 – \$10,554.45	\$ 96,397.92 – \$ 126,653.40

City of National City
Human Resources Department

MANAGEMENT POSITIONS

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
PIO/Mgmt Analyst III	\$ 5,477.37 – \$ 8,341.10	\$ 65,728.48 – \$ 100,093.19
Police Captain ¹	\$ 11,249.69 – \$ 14,510.98	\$ 134,996.29 – \$ 174,131.77
Police Support Services Manager	\$ 7,657.69 – \$ 8,473.73	\$ 91,892.23 – \$ 101,684.81
Principal Civil Engineer	\$ 9,002.21 – \$ 11,206.25	\$ 108,026.47 – \$ 134,474.96
Principal Librarian	\$ 6,938.63 – \$ 8,885.48	\$ 83,263.54 – \$ 106,625.78
Principal Planner	\$ 7,302.87 – \$ 9,594.95	\$ 87,634.45 – \$ 115,139.34
Project Officer	\$ 5,979.68 – \$ 9,164.31	\$ 71,756.15 – \$ 109,971.74
Purchasing Agent	\$ 5,533.05 – \$ 9,620.09	\$ 66,396.56 – \$ 115,441.04
Recreation Superintendent	\$ 6,125.72 – \$ 8,783.56	\$ 73,508.69 – \$ 105,402.77
Risk Manager	\$ 5,700.06 – \$ 10,484.24	\$ 68,400.75 – \$ 125,810.90
Senior Accountant	\$ 6,323.20 – \$ 7,868.80	\$ 75,878.36 – \$ 94,425.57
Special Assistant to the Mayor	\$ 4,560.72 – \$ 7,217.06	\$ 54,728.69 – \$ 86,604.67
Street Maintenance Supervisor	\$ 5,288.66 – \$ 7,486.54	\$ 63,463.90 – \$ 89,838.54
Street & Wastewater Maint Superintendent	\$ 6,184.78 – \$ 9,124.27	\$ 74,217.36 – \$ 109,491.28
Traffic Engineer	\$ 8,530.00 – \$ 11,045.77	\$ 102,359.96 – \$ 132,549.29
Wastewater Supervisor	\$ 5,650.77 – \$ 7,562.86	\$ 67,809.22 – \$ 90,754.37

¹ Police Captain receives a \$750 Uniform Allowance

² Battalion Chief receives a \$650 Uniform Allowance

CITY OF NATIONAL CITY
CONFIDENTIAL SALARY SCHEDULE

TITLE		STEP A	STEP B	STEP C	STEP D	STEP E
Senior Information Technology Analyst						
	BI-WEEKLY	3,440.57	3,612.60	3,793.23	3,982.89	4,182.03
	MONTHLY	7,454.57	7,827.30	8,218.67	8,629.60	9,061.07
	ANNUAL	89,454.82	93,927.60	98,623.98	103,555.14	108,732.78
	HOURLY	43.01	45.16	47.42	49.79	52.28
Information Technology Analyst						
	BI-WEEKLY	2,991.80	3,141.40	3,298.47	3,463.39	3,636.56
	MONTHLY	6,482.23	6,806.36	7,146.68	7,504.00	7,879.21
	ANNUAL	77,786.79	81,676.33	85,760.11	90,048.03	94,550.53
	HOURLY	37.40	39.27	41.23	43.29	45.46
Information Technology Technician						
	BI-WEEKLY	2,567.84	2,696.23	2,831.04	2,972.60	3,121.23
	MONTHLY	5,563.66	5,841.84	6,133.93	6,440.63	6,762.67
	ANNUAL	66,763.96	70,102.11	73,607.13	77,287.58	81,152.02
	HOURLY	32.10	33.70	35.39	37.16	39.02
Executive Assistant IV						
	BI-WEEKLY	2,372.93	2,491.59	2,616.16	2,746.97	2,884.31
	MONTHLY	5,141.35	5,398.44	5,668.34	5,951.76	6,249.34
	ANNUAL	61,696.23	64,781.23	68,020.06	71,421.16	74,992.11
	HOURLY	29.66	31.14	32.70	34.34	36.05
Executive Assistant III						
	BI-WEEKLY	2,247.70	2,360.08	2,478.09	2,602.00	2,732.10
	MONTHLY	4,870.02	5,113.51	5,369.19	5,637.67	5,919.55
	ANNUAL	58,440.27	61,362.16	64,430.31	67,652.02	71,034.59
	HOURLY	28.10	29.50	30.98	32.53	34.15
Executive Assistant II						
	BI-WEEKLY	2,090.06	2,194.56	2,304.28	2,419.50	2,540.48
	MONTHLY	4,528.46	4,754.87	4,992.61	5,242.25	5,504.37
	ANNUAL	54,341.54	57,058.49	59,911.32	62,907.04	66,052.39
	HOURLY	26.13	27.43	28.80	30.24	31.76
Payroll Technician II						
	BI-WEEKLY	1,957.47	2,055.35	2,158.11	2,266.02	2,379.33
	MONTHLY	4,241.19	4,453.25	4,675.91	4,909.71	5,155.21
	ANNUAL	50,894.25	53,439.01	56,110.93	58,916.58	61,862.51
	HOURLY	24.47	25.69	26.98	28.33	29.74
Confidential Assistant (At-Will)						
	BI-WEEKLY	1,919.23	2,015.19	2,115.95	2,221.75	2,332.84
	MONTHLY	4,158.33	4,366.25	4,584.56	4,813.80	5,054.50
	ANNUAL	49,899.98	52,395.02	55,014.75	57,765.58	60,653.96
	HOURLY	23.99	25.19	26.45	27.77	29.16
Executive Assistant I						
	BI-WEEKLY	1,842.98	1,935.13	2,031.88	2,133.48	2,240.16
	MONTHLY	3,993.12	4,192.77	4,402.41	4,622.53	4,853.67
	ANNUAL	47,917.49	50,313.28	52,828.94	55,470.38	58,244.04
	HOURLY	23.04	24.19	25.40	26.67	28.00
Payroll Technician I						
	BI-WEEKLY	1,779.53	1,868.50	1,961.92	2,060.03	2,163.01
	MONTHLY	3,855.65	4,048.42	4,250.83	4,463.40	4,686.53
	ANNUAL	46,267.79	48,581.02	51,010.01	53,560.76	56,238.38
	HOURLY	22.24	23.36	24.52	25.75	27.04

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA CREATING TWO (2) NEW JOB CLASSIFICATIONS AND AMENDING THE MANAGEMENT SALARY SCHEDULE, AND THE CONFIDENTIAL SALARY SCHEDULE

WHEREAS, City staff recommends approving the addition of the Planning Manager classification to the Management Salary Schedule, and approving the Senior Information Technology Analyst classification to Confidential Salary Schedule; and

WHEREAS, the two (2) classifications were created to address the expanded needs of higher-level subject matter expertise and complex project oversight in their respective departments and to support the workforce sustainability of current and future service delivery; and

WHEREAS, the Planning Manager position will be filled by an existing City staff member that is already performing the higher-level responsibilities and the Senior Information Technology Analyst position will be filled through an open recruitment; and

WHEREAS, City staff recommends City Council approval in creating two (2) new job classifications and amending the Management Salary Schedule and the Confidential Salary Schedule.

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

Section 1: Approves the addition of the Planning Manager classification to the Management Salary Schedule, and the Senior Information Technology Analyst classification to the Confidential Salary Schedule.

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 15th 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 an amendment to the salary schedule for the National City Municipal Employees Association \(NCMEA\) to revise the Fire Inspector and approving an amendment to the salary schedule for the Management & Executive Groups for the Police Support Services Manager and Assistant City Attorney.\(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: March 15, 2022

AGENDA ITEM NO. |


ITEM TITLE:

Resolution of the City Council of the City of National City, California, approving an amendment to the salary schedule for the National City Municipal Employees Association (NCMEA) to revise the Fire Inspector and approving an amendment to the salary schedule for the Management & Executive Groups for the Police Support Services Manager and Assistant City Attorney.

PREPARED BY: Molly Brennan

DEPARTMENT: Administrative Services

PHONE: 619-336-4265

APPROVED BY: 

EXPLANATION:

On February 1, 2022 City Council approved new salary schedules for MEA, Confidential, Management, and Executive employees for 2022 through 2024 to reflect a 3% COLA increase and varying equity adjustments based on the results of a classification and compensation study, with the goal of moving all classifications to within 70% of median over a three year period.

Over the last month, it has come to the attention of staff that there are three edits needed to those salary schedules to update the equity adjustments for three classifications, with the corrected amounts reflected in the agenda material attachments.

- 1) MEA Fire Inspector should have been 0.4% more per year
- 2) Police Support Service Manager compensation study was missing some classification matches and some matches used the wrong classification. A revised study was produced for this position.
- 3) Assistant City Attorney classification was not originally in the compensation study, but has since become filled. The City went back to the consultant who completed the study to add this classification. The update is based on the results of the position specific findings.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

Personnel services costs are estimated to increase \$3,708.26 for the City's two Fire Inspectors, \$7,319.69 for the Police Support Services Manager, and \$32,045.25 for the Assistant City Attorney for the three year period of 2022 through 2024.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the resolution approving an amendment to the NCMEA and Management & Executive Salary Schedules.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Resolution
2. MEA Salary Schedule Update – Fire Inspector
3. Management & Executive Salary Schedule Update

NCMEA SALARY SCHEDULE UPDATE**EFFECTIVE FEB 2022****FIRE INSPECTOR - PREVIOUSLY ADOPTED**

A	29.86	2,388.92	5,176.00	62,111.96
B	31.36	2,508.58	5,435.26	65,223.08
C	32.92	2,633.33	5,705.55	68,466.58
D	34.56	2,764.87	5,990.55	71,886.60
E	36.29	2,903.20	6,290.26	75,483.13

FIRE INSPECTOR - CORRECTED

A	29.97	2,397.93	5,195.51	62,346.17
B	31.48	2,518.04	5,455.75	65,469.02
C	33.04	2,643.26	5,727.06	68,724.75
D	34.69	2,775.29	6,013.14	72,157.66
E	36.43	2,914.14	6,313.98	75,767.76

EFFECTIVE JAN 2023**FIRE INSPECTOR - PREVIOUSLY ADOPTED**

A	31.68	2,534.17	5,490.70	65,888.37
B	33.26	2,661.10	5,765.72	69,188.64
C	34.92	2,793.44	6,052.45	72,629.35
D	36.66	2,932.97	6,354.78	76,257.30
E	38.50	3,079.71	6,672.71	80,072.51

FIRE INSPECTOR - CORRECTED

A	31.92	2,553.32	5,532.18	66,386.20
B	33.52	2,681.21	5,809.28	69,711.41
C	35.18	2,814.54	6,098.18	73,178.11
D	36.94	2,955.13	6,402.79	76,833.48
E	38.79	3,102.98	6,723.13	80,677.51

EFFECTIVE JAN 2024**FIRE INSPECTOR - PREVIOUSLY ADOPTED**

A	33.60	2,688.25	5,824.53	69,894.38
B	35.29	2,822.90	6,116.28	73,395.31
C	37.04	2,963.28	6,420.43	77,045.21
D	38.89	3,111.30	6,741.15	80,893.75
E	40.84	3,266.96	7,078.41	84,940.92

FIRE INSPECTOR - CORRECTED

A	33.98	2,718.77	5,890.67	70,688.03
B	35.69	2,854.95	6,185.73	74,228.71
C	37.46	2,996.93	6,493.34	77,920.05
D	39.33	3,146.63	6,817.69	81,812.29
E	41.30	3,304.05	7,158.78	85,905.41

City of National City
Human Resources Department

MANAGEMENT POSITIONS
February 8, 2022

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
Asst Director of PW/Engineering	\$ 9,029.30 – \$ 12,634.81	\$ 108,351.58 – \$ 151,617.78
Battalion Chief ²	\$ 8,379.44 – \$ 11,427.18	\$ 100,553.30 – \$ 137,126.15
Budget Manager	\$ 6,084.69 – \$ 10,109.50	\$ 73,016.28 – \$ 121,313.96
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Facilities Maint Supervisor	\$ 4,495.31 – \$ 7,486.54	\$ 53,943.74 – \$ 89,838.54
Financial Services Officer	\$ 7,868.80 – \$ 10,632.07	\$ 94,425.57 – \$ 127,584.85
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Human Resources Manager	\$ 7,705.07 – \$ 10,623.62	\$ 92,460.89 – \$ 127,483.48
Information Technology Manager	\$ 8,403.18 – \$ 10,915.79	\$ 100,838.13 – \$ 130,989.45
Management Analyst I	\$ 4,215.43 – \$ 6,414.54	\$ 50,585.11 – \$ 76,974.54
Management Analyst II	\$ 4,791.05 – \$ 7,289.93	\$ 57,492.54 – \$ 87,479.12
Management Analyst III	\$ 5,361.93 – \$ 8,165.30	\$ 64,343.16 – \$ 97,983.58
Neighborhood Council Coordinator	\$ 5,308.33 – \$ 8,083.68	\$ 63,699.98 – \$ 97,004.12
Neighborhood Services Manager	\$ 4,423.40 – \$ 9,008.57	\$ 53,080.80 – \$ 108,102.88
Nutrition Program Manager	\$ 4,856.78 – \$ 8,783.56	\$ 58,281.33 – \$ 105,402.77
Park Superintendent	\$ 6,275.79 – \$ 8,940.04	\$ 75,309.43 – \$ 107,280.46
PIO/Mgmt Analyst III	\$ 5,477.37 – \$ 8,341.10	\$ 65,728.48 – \$ 100,093.19

City of National City
Human Resources Department

MANAGEMENT POSITIONS
February 8, 2022

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
Police Captain ¹	\$ 11,249.69 – \$ 14,510.98	\$ 134,996.29 – \$ 174,131.77
Police Support Services Manager	\$ 7,739.96 – \$ 8,564.77	\$ 92,879.50 – \$ 102,777.28
Principal Civil Engineer	\$ 9,002.21 – \$ 11,206.25	\$ 108,026.47 – \$ 134,474.96
Principal Librarian	\$ 6,938.63 – \$ 8,885.48	\$ 83,263.54 – \$ 106,625.78
Principal Planner	\$ 7,302.87 – \$ 9,594.95	\$ 87,634.45 – \$ 115,139.34
Project Officer	\$ 5,979.68 – \$ 9,164.31	\$ 71,756.15 – \$ 109,971.74
Purchasing Agent	\$ 5,533.05 – \$ 9,620.09	\$ 66,396.56 – \$ 115,441.04
Recreation Superintendent	\$ 6,125.72 – \$ 8,783.56	\$ 73,508.69 – \$ 105,402.77
Risk Manager	\$ 5,700.06 – \$ 10,484.24	\$ 68,400.75 – \$ 125,810.90
Senior Accountant	\$ 6,323.20 – \$ 7,868.80	\$ 75,878.36 – \$ 94,425.57
Special Assistant to the Mayor	\$ 4,560.72 – \$ 7,217.06	\$ 54,728.69 – \$ 86,604.67
Street Maintenance Supervisor	\$ 5,288.66 – \$ 7,486.54	\$ 63,463.90 – \$ 89,838.54
Street & Wastewater Maint Superintendent	\$ 6,184.78 – \$ 9,124.27	\$ 74,217.36 – \$ 109,491.28
Traffic Engineer	\$ 8,530.00 – \$ 11,045.77	\$ 102,359.96 – \$ 132,549.29
Wastewater Supervisor	\$ 5,650.77 – \$ 7,562.86	\$ 67,809.22 – \$ 90,754.37

¹ Police Captain receives a \$750 Uniform Allowance

² Battalion Chief receives a \$650 Uniform Allowance

City of National City
Human Resources Department

MANAGEMENT POSITIONS
February 2023

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
Asst Director of PW/Engineering	\$ 9,629.75 – \$ 13,475.03	\$ 115,556.96 – \$ 161,700.36
Battalion Chief ²	\$ 8,909.86 – \$ 12,150.52	\$ 106,918.33 – \$ 145,806.23
Budget Manager	\$ 6,586.07 – \$ 10,942.52	\$ 79,032.82 – \$ 131,310.23
Building Official	\$ 8,071.68 – \$ 12,003.17	\$ 96,860.15 – \$ 144,038.05
Community Development Manager	\$ 8,039.06 – \$ 11,084.12	\$ 96,468.73 – \$ 133,009.43
Community Development Specialist III	\$ 6,453.17 – \$ 9,699.44	\$ 77,438.00 – \$ 116,393.32
Deputy City Attorney	\$ 8,074.32 – \$ 11,842.34	\$ 96,891.87 – \$ 142,108.10
Deputy City Clerk	\$ 6,000.10 – \$ 8,326.19	\$ 72,001.20 – \$ 99,914.25
Deputy Director of Human Resources	\$ 8,146.57 – \$ 11,232.36	\$ 97,758.89 – \$ 134,788.29
Equipment Maint Supervisor	\$ 5,997.13 – \$ 9,071.85	\$ 71,965.56 – \$ 108,862.22
Facilities Maint Supervisor	\$ 4,630.17 – \$ 7,711.14	\$ 55,562.05 – \$ 92,533.69
Financial Services Officer	\$ 8,267.75 – \$ 11,321.03	\$ 99,212.94 – \$ 135,852.35
Housing Programs Manager	\$ 7,414.34 – \$ 10,375.83	\$ 88,972.11 – \$ 124,510.00
Human Resources Manager	\$ 8,146.57 – \$ 11,232.36	\$ 97,758.89 – \$ 134,788.29
Information Technology Manager	\$ 8,961.99 – \$ 11,641.69	\$ 107,543.87 – \$ 139,700.25
Management Analyst I	\$ 4,385.73 – \$ 6,673.69	\$ 52,628.75 – \$ 80,084.31
Management Analyst II	\$ 4,984.60 – \$ 7,584.44	\$ 59,815.24 – \$ 91,013.28
Management Analyst III	\$ 5,578.55 – \$ 8,495.18	\$ 66,942.63 – \$ 101,942.12
Neighborhood Council Coordinator	\$ 5,467.58 – \$ 8,326.19	\$ 65,610.98 – \$ 99,914.25
Neighborhood Services Manager	\$ 4,660.05 – \$ 9,490.53	\$ 55,920.62 – \$ 113,886.38
Nutrition Program Manager	\$ 5,070.96 – \$ 9,170.92	\$ 60,851.53 – \$ 110,051.03
Park Superintendent	\$ 6,669.28 – \$ 9,500.58	\$ 80,031.33 – \$ 114,006.94
PIO/Mgmt Analyst III	\$ 5,821.35 – \$ 8,864.92	\$ 69,856.23 – \$ 106,379.04

City of National City
Human Resources Department

MANAGEMENT POSITIONS
February 2023

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
Police Captain ¹	\$ 11,897.67 – \$ 15,346.81	\$ 142,772.08 – \$ 184,161.76
Police Support Services Manager	\$ 8,446.62 – \$ 9,346.74	\$ 101,359.39 – \$ 112,160.85
Principal Civil Engineer	\$ 9,572.05 – \$ 11,915.60	\$ 114,864.55 – \$ 142,987.22
Principal Librarian	\$ 7,164.83 – \$ 9,175.15	\$ 85,977.93 – \$ 110,101.78
Principal Planner	\$ 7,875.42 – \$ 10,347.19	\$ 94,504.99 – \$ 124,166.27
Project Officer	\$ 6,159.07 – \$ 9,439.24	\$ 73,908.84 – \$ 113,270.89
Purchasing Agent	\$ 5,699.04 – \$ 9,908.69	\$ 68,388.46 – \$ 118,904.27
Recreation Superintendent	\$ 6,395.87 – \$ 9,170.92	\$ 76,750.42 – \$ 110,051.03
Risk Manager	\$ 5,987.35 – \$ 11,012.65	\$ 71,848.15 – \$ 132,151.77
Senior Accountant	\$ 6,643.78 – \$ 8,267.75	\$ 79,725.39 – \$ 99,212.94
Special Assistant to the Mayor	\$ 4,697.55 – \$ 7,433.57	\$ 56,370.55 – \$ 89,202.81
Street Maintenance Supervisor	\$ 5,447.32 – \$ 7,711.14	\$ 65,367.82 – \$ 92,533.69
Street & Wastewater Maint Superintendent	\$ 6,708.01 – \$ 9,896.19	\$ 80,496.14 – \$ 118,754.24
Traffic Engineer	\$ 9,205.57 – \$ 11,920.60	\$ 110,466.87 – \$ 143,047.19
Wastewater Supervisor	\$ 5,879.62 – \$ 7,869.16	\$ 70,555.49 – \$ 94,429.92

¹ Police Captain receives a \$750 Uniform Allowance

² Battalion Chief receives a \$650 Uniform Allowance

City of National City
Human Resources Department

MANAGEMENT POSITIONS
February 2024

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
Asst Director of PW/Engineering	\$ 10,270.12 – \$ 14,371.12	\$ 123,241.50 – \$ 172,453.43
Battalion Chief ²	\$ 9,473.85 – \$ 12,919.65	\$ 113,686.26 – \$ 155,035.76
Budget Manager	\$ 7,128.76 – \$ 11,844.18	\$ 85,545.13 – \$ 142,130.20
Building Official	\$ 8,614.10 – \$ 12,809.78	\$ 103,369.15 – \$ 153,717.41
Community Development Manager	\$ 8,443.43 – \$ 11,641.65	\$ 101,321.10 – \$ 139,699.80
Community Development Specialist III	\$ 6,737.75 – \$ 10,127.19	\$ 80,853.02 – \$ 121,526.27
Deputy City Attorney	\$ 8,771.94 – \$ 12,865.52	\$ 105,263.33 – \$ 154,386.24
Deputy City Clerk	\$ 6,180.10 – \$ 8,575.97	\$ 74,161.24 – \$ 102,911.67
Deputy Director of Human Resources	\$ 8,613.37 – \$ 11,875.97	\$ 103,360.48 – \$ 142,511.65
Equipment Maint Supervisor	\$ 6,177.04 – \$ 9,344.01	\$ 74,124.52 – \$ 112,128.08
Facilities Maint Supervisor	\$ 4,769.08 – \$ 7,942.48	\$ 57,228.91 – \$ 95,309.70
Financial Services Officer	\$ 8,686.92 – \$ 12,054.63	\$ 104,243.04 – \$ 144,655.58
Housing Programs Manager	\$ 7,814.72 – \$ 10,936.13	\$ 93,776.60 – \$ 131,233.54
Human Resources Manager	\$ 8,613.37 – \$ 11,875.97	\$ 103,360.48 – \$ 142,511.65
Information Technology Manager	\$ 9,557.96 – \$ 12,415.86	\$ 114,695.53 – \$ 148,990.31
Management Analyst I	\$ 4,562.91 – \$ 6,943.31	\$ 54,754.95 – \$ 83,319.71
Management Analyst II	\$ 5,185.98 – \$ 7,890.85	\$ 62,231.78 – \$ 94,690.21
Management Analyst III	\$ 5,803.93 – \$ 8,838.38	\$ 69,647.11 – \$ 106,060.58
Neighborhood Council Coordinator	\$ 5,631.61 – \$ 8,575.97	\$ 67,579.31 – \$ 102,911.67
Neighborhood Services Manager	\$ 4,909.36 – \$ 9,998.28	\$ 58,912.38 – \$ 119,979.31
Nutrition Program Manager	\$ 5,294.59 – \$ 9,575.36	\$ 63,535.09 – \$ 114,904.28
Park Superintendent	\$ 7,087.44 – \$ 10,096.26	\$ 85,049.29 – \$ 121,155.18
PIO/Mgmt Analyst III	\$ 6,186.93 – \$ 9,421.64	\$ 74,243.20 – \$ 113,059.64

City of National City
Human Resources Department

MANAGEMENT POSITIONS
February 2024

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
Police Captain ¹	\$ 12,582.98 – \$ 16,230.79	\$ 150,995.75 – \$ 194,769.47
Police Support Services Manager	\$ 9,217.79 – \$ 10,200.09	\$ 110,613.51 – \$ 122,401.13
Principal Civil Engineer	\$ 10,177.96 – \$ 12,669.86	\$ 122,135.48 – \$ 152,038.31
Principal Librarian	\$ 7,398.40 – \$ 9,474.26	\$ 88,780.81 – \$ 113,691.10
Principal Planner	\$ 8,492.85 – \$ 11,158.41	\$ 101,914.18 – \$ 133,900.90
Project Officer	\$ 6,343.84 – \$ 9,722.42	\$ 76,126.10 – \$ 116,669.02
Purchasing Agent	\$ 5,870.01 – \$ 10,205.95	\$ 70,440.11 – \$ 122,471.40
Recreation Superintendent	\$ 6,677.93 – \$ 9,575.36	\$ 80,135.12 – \$ 114,904.28
Risk Manager	\$ 6,289.11 – \$ 11,567.69	\$ 75,469.30 – \$ 138,812.22
Senior Accountant	\$ 6,980.62 – \$ 8,686.92	\$ 83,767.47 – \$ 104,243.04
Special Assistant to the Mayor	\$ 4,838.47 – \$ 7,656.57	\$ 58,061.67 – \$ 91,878.89
Street Maintenance Supervisor	\$ 5,610.74 – \$ 7,942.48	\$ 67,328.85 – \$ 95,309.70
Street & Wastewater Maint Superintendent	\$ 7,275.51 – \$ 10,733.40	\$ 87,306.12 – \$ 128,800.85
Traffic Engineer	\$ 9,934.65 – \$ 12,864.71	\$ 119,215.85 – \$ 154,376.53
Wastewater Supervisor	\$ 6,117.75 – \$ 8,187.86	\$ 73,412.99 – \$ 98,254.33

¹ Police Captain receives a \$750 Uniform Allowance

² Battalion Chief receives a \$650 Uniform Allowance

City of National City
Human Resources Department

EXECUTIVE POSITIONS
February 8, 2022

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
City Manager	\$18,802.51 (Jan-May) \$20,017.15 (May-Dec)	\$225,630.08 (Jan-May) \$240,205.80 (May-Dec)
City Attorney	\$16,308.33 (Actual Salary) \$16,797.58 (Actual Oct 2022)	\$195,700 (Current) \$201,570.96 (Oct 2022)
Assistant City Manager ¹	\$ 8,718.91 – \$ 17,129.29	\$ 104,626.89 – \$ 205,551.50
Assistant Police Chief	\$ 12,235.92 – \$ 16,144.50	\$ 146,831.00 – \$ 193,734.00
City Librarian	\$ 9,914.63 – \$ 12,999.90	\$ 118,975.50 – \$ 155,998.77
Community Development Executive Director ¹	\$ 9,875.70 – \$ 14,986.79	\$ 118,508.40 – \$ 179,841.50
Community Services Director	\$ 9,064.80 – \$ 12,110.47	\$ 108,777.60 – \$ 145,325.65
Deputy City Manager	\$ 8,696.04 – \$ 16,241.25	\$ 104,352.53 – \$ 194,895.00
Director of Administrative Services	\$ 10,863.00 – \$ 14,217.11	\$ 130,356.00 – \$ 170,605.37
Director of Building & Safety	\$ 9,875.70 – \$ 11,775.66	\$ 118,508.40 – \$ 141,307.97
Director of Community Development	\$ 9,875.70 – \$ 13,902.28	\$ 118,508.40 – \$ 166,827.30
Director of Emergency Services ²	\$ 11,102.00 – \$ 14,710.76	\$ 133,224.00 – \$ 176,529.13
Director of Finance	\$ 10,863.00 – \$ 13,558.10	\$ 130,356.00 – \$ 162,697.19
Director of Housing & Economic Development	\$ 9,727.20 – \$ 12,399.87	\$ 116,726.40 – \$ 148,798.41
Director of Neighborhood Services	\$ 9,875.70 – \$ 12,589.17	\$ 118,508.40 – \$ 151,070.03
Director of Planning	\$ 9,882.80 – \$ 13,480.28	\$ 118,593.58 – \$ 161,763.35
Director of Public Works	\$ 10,966.00 – \$ 13,893.41	\$ 131,592.00 – \$ 166,720.88
Director of Public Works/City Engineer	\$ 10,966.00 – \$ 13,893.41	\$ 131,592.00 – \$ 166,720.88
Fire Chief	\$ 11,102.00 – \$ 14,710.76	\$ 133,224.00 – \$ 176,529.13
Human Resources Director	\$ 10,892.00 – \$ 13,616.63	\$ 130,704.00 – \$ 163,399.61
Library and Community Services Director	\$ 9,914.63 – \$ 15,475.74	\$ 118,975.50 – \$ 185,708.93
Police Chief ³	\$ 15,618.17 – \$ 17,758.95	\$ 187,418.01 – \$ 213,107.40
Records Management Officer	\$ 7,565.60 – \$ 9,305.45	\$ 90,787.20 – \$ 111,665.40
Assistant City Attorney	\$ 9,785.70 – \$ 14,760.13	\$ 117,428.40 – \$ 177,121.56

Effective 05/22/19, Appointment of City Manager (per Resolution 2019-70, Employment Agreement)

Effective 10/21/20, Adjusted Salary of City Attorney (per Resolution 2020-190, Employment Agreement)

Auto Allowance: \$300/month, w/exception of Police & Fire Chief who are assigned a City Vehicle, and City Attorney. The City Manager receives \$750/month and Assistant City Manager receives \$400/month.

¹ If residing in National City, the Asst City Manager & CDC Executive Director receive a Housing Differential of \$15,000 per year (per Resolution 2009-100)

² Director of Emergency Services receives \$650 Uniform Allowance annually (per memo dated 08/02/12)

³ Police Chief receives a \$750 Uniform Allowance (per employment agreement of 03/13/19)

City of National City
Human Resources Department

EXECUTIVE POSITIONS
February 2023

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
City Manager	\$20,017.15 (Jan-May) \$21,310.26 (May-Dec)	\$240,205.80 (Jan-May) \$255,723.12 (May-Dec)
City Attorney	\$16,797.58 (Actual Salary)	\$201,571
Assistant City Manager ¹	\$ 9,310.05 – \$ 18,290.66	\$ 111,720.59 – \$ 219,487.90
Assistant Police Chief	\$ 13,169.52 – \$ 17,376.33	\$ 158,034.20 – \$ 208,515.90
City Librarian	\$ 11,234.26 – \$ 14,730.18	\$ 134,811.14 – \$ 176,762.21
Community Development Executive Director ¹	\$ 10,836.61 – \$ 16,445.01	\$ 130,039.27 – \$ 197,340.08
Community Services Director	\$ 10,271.32 – \$ 13,722.37	\$ 123,255.90 – \$ 164,668.49
Deputy City Manager	\$ 9,261.29 – \$ 17,296.93	\$ 111,135.45 – \$ 207,563.18
Director of Administrative Services	\$ 11,800.48 – \$ 15,444.05	\$ 141,605.72 – \$ 185,328.61
Director of Building & Safety	\$ 10,836.61 – \$ 12,921.44	\$ 130,039.27 – \$ 155,057.23
Director of Community Development	\$ 10,836.61 – \$ 15,254.97	\$ 130,039.27 – \$ 183,059.60
Director of Emergency Services ²	\$ 12,325.44 – \$ 16,331.89	\$ 147,905.28 – \$ 195,982.64
Director of Finance	\$ 11,800.48 – \$ 14,728.16	\$ 141,605.72 – \$ 176,737.96
Director of Housing & Economic Development	\$ 10,513.16 – \$ 13,401.78	\$ 126,157.89 – \$ 160,821.32
Director of Neighborhood Services	\$ 10,836.61 – \$ 13,814.10	\$ 130,039.27 – \$ 165,769.15
Director of Planning	\$ 10,179.28 – \$ 13,884.69	\$ 122,151.39 – \$ 166,616.25
Director of Public Works	\$ 12,025.32 – \$ 15,235.51	\$ 144,303.79 – \$ 182,826.12
Director of Public Works/City Engineer	\$ 12,025.32 – \$ 15,235.51	\$ 144,303.79 – \$ 182,826.12
Fire Chief	\$ 12,325.44 – \$ 16,331.89	\$ 147,905.28 – \$ 195,982.64
Human Resources Director	\$ 11,863.57 – \$ 14,831.24	\$ 142,362.80 – \$ 177,974.85
Library and Community Services Director	\$ 11,234.26 – \$ 17,535.57	\$ 134,811.14 \$ 210,426.78
Police Chief ³	\$ 16,809.83 – \$ 19,113.96	\$ 201,718.01 – \$ 229,367.49
Records Management Officer	\$ 8,176.90 – \$ 10,057.33	\$ 98,122.81 – \$ 120,687.97
Assistant City Attorney	\$ 10,639.99 – \$ 16,048.69	\$ 127,679.90 – \$ 192,584.27

Effective 05/22/19, Appointment of City Manager (per Resolution 2019-70, Employment Agreement)

Effective 10/21/20, Adjusted Salary of City Attorney (per Resolution 2020-190, Employment Agreement)

Auto Allowance: \$300/month, w/exception of Police & Fire Chief who are assigned a City Vehicle, and City Attorney. The City Manager receives \$750/month and Assistant City Manager receives \$400/month.

¹ If residing in National City, the Asst City Manager & CDC Executive Director receive a Housing Differential of \$15,000 per year (per Resolution 2009-100)

² Director of Emergency Services receives \$650 Uniform Allowance annually (per memo dated 08/02/12)

³ Police Chief receives a \$750 Uniform Allowance (per employment agreement of 03/13/19)

City of National City
Human Resources Department

EXECUTIVE POSITIONS
February 2024

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
City Manager	\$21,310.26	\$255,723.12
City Attorney	\$16,797.58	\$201,570.96
Assistant City Manager ¹	\$ 9,941.27 – \$ 19,530.76	\$ 119,295.25 – \$ 234,369.18
Assistant Police Chief	\$ 14,174.35 – \$ 18,702.14	\$ 170,092.21 – \$ 224,425.67
City Librarian	\$ 12,729.54 – \$ 16,690.77	\$ 152,754.50 – \$ 200,289.26
Community Development Executive Director ¹	\$ 11,891.01 – \$ 18,045.11	\$ 142,692.09 – \$ 216,541.27
Community Services Director	\$ 11,638.44 – \$ 15,548.82	\$ 139,661.26 – \$ 186,585.87
Deputy City Manager	\$ 9,863.27 – \$ 18,421.23	\$ 118,359.25 – \$ 221,054.78
Director of Administrative Services	\$ 12,818.86 – \$ 16,776.87	\$ 153,826.30 – \$ 201,322.47
Director of Building & Safety	\$ 11,891.01 – \$ 14,178.69	\$ 142,692.09 – \$ 170,144.30
Director of Community Development	\$ 11,891.01 – \$ 16,739.27	\$ 142,692.09 – \$ 200,871.30
Director of Emergency Services ²	\$ 13,683.70 – \$ 18,131.66	\$ 164,204.45 – \$ 217,579.92
Director of Finance	\$ 12,818.86 – \$ 15,999.20	\$ 153,826.30 – \$ 191,990.45
Director of Housing & Economic Development	\$ 11,362.62 – \$ 14,484.64	\$ 136,351.45 – \$ 173,815.68
Director of Neighborhood Services	\$ 11,891.01 – \$ 15,158.21	\$ 142,692.09 – \$ 181,898.48
Director of Planning	\$ 10,484.66 – \$ 14,301.23	\$ 125,815.93 – \$ 171,614.74
Director of Public Works	\$ 13,186.96 – \$ 16,707.26	\$ 158,243.53 – \$ 200,487.12
Director of Public Works/City Engineer	\$ 13,186.96 – \$ 16,707.26	\$ 158,243.53 – \$ 200,487.12
Fire Chief	\$ 13,683.70 – \$ 18,131.66	\$ 164,204.45 – \$ 217,579.92
Human Resources Director	\$ 12,921.80 – \$ 16,154.18	\$ 155,061.56 – \$ 193,850.21
Library and Community Services Director	\$ 12,729.54 – \$ 19,869.55	\$ 152,754.50 – \$ 238,434.59
Police Chief ³	\$ 18,092.42 – \$ 20,572.35	\$ 217,109.09 – \$ 246,868.23
Records Management Officer	\$ 8,837.59 – \$ 10,869.96	\$ 106,051.13 – \$ 130,439.55
Assistant City Attorney	\$ 11,568.86 – \$ 17,449.74	\$ 138,826.35 – \$ 209,396.88

Effective 05/22/19, Appointment of City Manager (per Resolution 2019-70, Employment Agreement)

Effective 10/21/20, Adjusted Salary of City Attorney (per Resolution 2020-190, Employment Agreement)

Auto Allowance: \$300/month, w/exception of Police & Fire Chief who are assigned a City Vehicle, and City Attorney. The City Manager receives \$750/month and Assistant City Manager receives \$400/month.

¹ If residing in National City, the Asst City Manager & CDC Executive Director receive a Housing Differential of \$15,000 per year (per Resolution 2009-100)

² Director of Emergency Services receives \$650 Uniform Allowance annually (per memo dated 08/02/12)

³ Police Chief receives a \$750 Uniform Allowance (per employment agreement of 03/13/19)

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA APPROVING AN AMENDMENT TO THE SALARY SCHEDULE FOR THE NATIONAL CITY MUNICIPAL EMPLOYEES ASSOCIATION (“NCMEA”) TO REVISE THE FIRE INSPECTOR AND APPROVING AN AMENDMENT TO THE SALARY SCHEDULE FOR THE MANAGEMENT & EXECUTIVE GROUPS FOR THE POLICE SUPPORT SERVICES MANAGER AND ASSISTANT CITY ATTORNEY

WHEREAS, on February 1, 2022, City Council approved new salary schedules for MEA, Confidential, Management, and Executive employees for 2022 through 2024 to reflect a 3% COLA increase and varying equity adjustments based on the results of a classification and compensation study, with the goal of moving all classifications to within 70% of median over a three-year period; and

WHEREAS, it has come to the attention of City staff that there are three edits needed to those salary schedules to update the equity adjustments for three classifications, with the corrected amounts reflected in the agenda material attachments; and

WHEREAS, the three salary schedule edits needed for the three classifications are as follows:

- 1) National City Municipal Employees Association Fire Inspector should have been 0.4% more per year.
- 2) Police Support Service Manager compensation study was missing classification matches and some matches used the wrong classification; therefore, a revised study was produced for this position.
- 3) Assistant City Attorney classification was not originally in the compensation study, but has since become filled. The City went back to the consultant who completed the study to add this classification. The update is based on the results of the position-specific findings.

WHEREAS, City staff recommends City Council approval an amendment to the salary schedule for the National City Municipal Employees Association (“NCMEA”) to revise the Fire Inspector and approving an amendment to the salary schedule for the Management & Executive Groups for the Police Support Services Manager and Assistant City Attorney

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

Section 1: Approves an amendment to the salary schedule for the National City Municipal Employees Association (“NCMEA”) to revise the Fire Inspector and approving an amendment to the salary schedule for the Management & Executive Groups for the Police Support Services Manager and Assistant City Attorney.

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 15th 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 Mayor to execute a Memorandum of Understanding \(MOU\) between San Diego Association of Governments \(SANDAG\) and the City of National City for coordination, participation, and on-going support and commitment for the Next Operating System concept \(Advancing Connectivity and the Economy Through Technology in the San Diego Region\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: | March 15, 2022 |

AGENDA ITEM NO. |

ITEM TITLE:

|Resolution of the City Council of the City of National City, California, authorizing the Mayor to execute a Memorandum of Understanding (MOU) between San Diego Association of Governments (SANDAG) and the City of National City for coordination, participation, and on-going support and commitment for the Next Operating System concept (Advancing Connectivity and the Economy Through Technology in the San Diego Region).|

PREPARED BY: Jose Lopez, Deputy City Engineer

PHONE: |619-336-4312|

EXPLANATION:

|See attached.|

DEPARTMENT: |Engineering/Public Works|

APPROVED BY: _____

FINANCIAL STATEMENT:

ACCOUNT NO.

|No Fiscal Impact. |

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

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

ORDINANCE: **INTRODUCTION:** **FINAL ADOPTION:**

STAFF RECOMMENDATION:

|Adopt Resolution authorizing the Mayor to execute a Memorandum of Understanding (MOU) between SANDAG and the City of National City for coordination, participation, and on-going support and commitment for the Next Operating System concept.|

BOARD / COMMISSION RECOMMENDATION:

|N/A|

ATTACHMENTS:

1. |Explanation w/Exhibits
2. Memorandum of Understanding
3. Resolution|

Explanation:

In 2021, SANDAG received a \$9,298,300 grant from the Federal Highway Administration (FHWA) under the Advanced Transportation and Congestion Management Technologies Deployment (ATCMTD) Program for the Advancing Connectivity and the Economy Through Technology in the San Diego Region Project (Project), which is estimated to cost \$28,115,925. The Project represents a partnership between the San Diego Association of Governments (SANDAG), the California Department of Transportation (Caltrans), the cities of San Diego, Chula Vista, National City, the San Diego Metropolitan Transit System (MTS), the Port of San Diego, and private sector partners Kimley-Horn and Associates, Parsons Transportation Group, and KapschTrafficCom USA to improve cross-border activities and economic opportunities throughout the southern San Diego region.

The Project is a next generation, end-to-end transportation system management solution that integrates security, dynamic tolling, connected vehicle applications, Active Travel Demand Management, and Integrated Corridor Management to enhance safety, efficiency, and reliability of the transportation system.

SANDAG's 5 Big Moves: Complete Corridors, Transit Leap, Mobility Hubs, Flexible Fleets, and the Next Operating System (Next OS) directly support the ATCMTD program objectives and goals to optimize multimodal system performance, improve access to transportation alternatives for underserved populations, and provide the traveling public with real-time, integrated multimodal transportation information.

The Project grant scope covers the region of San Diego County south of downtown, within the Cities of San Diego, Chula Vista, National City, and within the communities of San Ysidro and Otay Mesa. The Project area also includes Interstate 5 and 805 corridors and Harbor Drive, and other local agency roadway segments. (See Exhibit 2 – Project grant map). Phase One activities for the Project area include the following key elements:

- Deployment of technologies at three (3) Mobility Hubs (Places of connectivity where a wide array of travel options, safe streets, dynamic curb management, and supporting technologies converge to offer a seamless travel experience)
- Deployment of thirty-three (33) Smart Intersection System (SIS) elements (Adaptive traffic control, transit signal priority, and real time communication to in-vehicle applications)
- Expansion of the I-805 bus on shoulder system (Rapid Bus Service on designated freeway shoulders with vehicle-to-infrastructure technology to allow buses to communicate with ramp meters.)
- Inclusion of planned Regional Border Management System functions (lane management, traveler information, border wait time estimation, dynamic tolling)
- Expansion of the coverage of the proven I-15 Integrated Corridor Management System (ICMS) to include I-5, I-805, SR 125, and SR 905. (Coordinated freeway ramp meters and arterial traffic signals to improve day-to-day conditions)
- Provision of NextGen 511 connected traveler app for connected travelers (alerts, border wait times, eco-driving, etc.)

The MOU is intended to formalize the City's support and collaboration to consider the planning, development, and implantation of the Project. The expectation from SANDAG's documentation is that improvements in National City could include a mobility hub, SIS, and other associated technologies.

The project is estimated to be completed in Q2 of 2025. See Exhibit 1 for the Project schedule. Phase One – System Concept and Design (Est. FY 22 Q1 – FY 23 Q2), includes the completion of critical project management documentation such as tasks, deliverables, and milestones that will be delivered by the Project. Phase Two - Deployment (Est. FY 23 Q2 – FY 24 Q4), includes all software and system development, interface build, and integration activities that will be carried out for deploying and “turning on” the proposed Project systems. Phase Two will also include system training and supporting public outreach/awareness efforts. Phase Three – Concept Management and Operations (Est. FY 24 Q1– FY 25 Q2) activities will monitor, evaluate, and document ongoing operations and management of Project enhancements.

This MOU will allow the City to be a part of the team that recommends the type and location of improvements and prepare for future funding opportunities. The City is not required to commit any funding.

Staff has reviewed the MOU, and is in agreement with the terms. The agreement is identical for City of San Diego, City of Chula Vista, and City of National City.

Staff recommends authorizing the Mayor to execute the MOU between SANDAG and the City of National City for coordination, participation, and on-going support and commitment for the Next Operating System concept.

**MEMORANDUM OF UNDERSTANDING
BETWEEN SAN DIEGO ASSOCIATION OF GOVERNMENTS
AND THE CITY OF NATIONAL CITY
REGARDING COOPERATIVE WORK TO ADVANCING THE DEVELOPMENT OF
THE NEXT OPERATING SYSTEM (NEXT OS)**

SANDAG CONTRACT NO. [INSERT NUMBER]

This Memorandum of Understanding (MOU) is made and entered into effective as of the last signature date below, by and between the San Diego Association of Governments ("SANDAG") and City of National City ("City").

RECITALS

WHEREAS, SANDAG and the City support collaboration to consider the planning, development, and implementation of smart mobility technology strategies throughout the San Diego region to improve safety, system efficiency, and provide mobility choices to improve cross-border transportation choices and economic opportunities; and

WHEREAS, SANDAG is preparing a bold new transportation vision with a goal to transform how people and goods move throughout the region as embodied by the San Diego 5 Big Moves vision - Complete Corridors, Transit Leap, Mobility Hubs, Flexible Fleets, and the Next Operating System (Next OS); and

WHEREAS, in 2021, SANDAG was awarded a federal grant from the Federal Highway Administration (FHWA) under the [Advanced Transportation and Congestion Management Technologies Deployment \(ATCMTD\) Program](#) to plan, develop, and deploy Phase 1 of the Next OS concept (Advancing Connectivity and the Economy Through Technology in the San Diego Region), referenced to herein as "PROJECT"; and

WHEREAS, the PROJECT grant scope was developed with input and coordination with City staff to help advance the development of the Next OS and included the following PROJECT components:

- The PROJECT will advance a key regional project priority; State Route 11/Otay Mesa East Port of Entry through the delivery of the Regional Border Management System (RBMS); and
- The PROJECT will include the pilot deployment of connected vehicle technologies through the deployment of a Smart Intersection System (SIS); and
- The PROJECT will deploy complementary Mobility Hub amenities and Flexible Fleet technologies; and

WHEREAS, the PROJECT grant scope covers the region of San Diego County south of downtown, within the Cities of San Diego, Chula Vista, National City, and within the communities of San Ysidro and Otay Mesa. The PROJECT area also includes Interstate 5 and 805 corridors and Harbor Drive, and other local agency roadway segments (See Exhibit 2 - PROJECT grant map); and

WHEREAS, the PROJECT will help advance key Transportation System Management and Operations (TSMO) activities identified in the 2021 Regional Plan as Near-term and Continuing Actions, that include examining future funding opportunities for maintenance and operations; and

WHEREAS, this effort requires the coordination, participation, and on-going support and commitment from key regional partners including SANDAG, Caltrans, San Diego Metropolitan Transit System (MTS), and the Cities of San Diego, Chula Vista, and National City; and

WHEREAS, it is SANDAG's desire to work closely with these partners to ensure the successful implementation of the PROJECT which will serve as a model to carry forward the region's vision of a collaborative approach for advancing the 2021 Regional Plan and the Next OS; and

WHEREAS, the parties wish to memorialize their agreement in this MOU to carry out the purposes set forth above;

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

SANDAG AGREES:

1. To serve as overall PROJECT administrator to include active participation and commitment to the completion of the PROJECT to include the following key activities:
 - a. Lead overall PROJECT coordination with all PROJECT team agency stakeholders that include the City of San Diego, City of Chula Vista, City of National City, MTS, and Caltrans.
 - b. Provide oversight and management of PROJECT administrative activities including PROJECT consultants and contractors.
 - c. Work with PROJECT stakeholders to coordinate and follow the appropriate submittal requirements for PROJECT deliverables.
 - d. Work with PROJECT stakeholders to coordinate the review and approval of PROJECT deliverables, system and equipment concept designs, and field and vehicle equipment specifications and designs, prior to PROJECT system installation and field deployment.
 - e. Lead overall PROJECT reporting responsibilities including progress reports to PROJECT stakeholders and U.S. DOT.

2. SANDAG PROJECT Point of Contact:

Alex Estrella
Technology Planning Manager
401 B Street, Suite 800
San Diego, CA 92101
(619) 699-1928
aes@sandag.org

3. Neither the City of National City nor any officer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by SANDAG under or in connection with any work, authority or jurisdiction delegated to SANDAG under this MOU. It is understood and

agreed that, pursuant to Government Code Section 895.4, SANDAG shall fully defend, indemnify and save harmless City of National City, all officers and employees from all claims, suits, or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SANDAG under or in connection with any work, authority, or jurisdiction delegated to SANDAG under this MOU.

CITY AGREES:

1. City shall provide staff participation, input, direction, and cooperation as required during the development and implementation of PROJECT.
2. City support, participation and cooperation during the PROJECT planning, technical, and operational activities shall include:
 - a. Attend PROJECT meetings and conference calls as applicable.
 - b. Work with SANDAG to coordinate and determine the appropriate submittal requirements for PROJECT deliverables.
 - c. Provide planning, technical, and operational guidance through completion of all PROJECT phases.
 - d. Provide review, comments, or approvals as appropriate to applicable PROJECT reports and deliverables, concept system designs, system specifications and design plans, and PROJECT deployment and field installation requirements.
3. That following completion of the PROJECT, City will own the PROJECT equipment within City right of way and will maintain, and operate such equipment at the City's sole discretion. City shall assume ownership for PROJECT equipment following the completion of the PROJECT.
4. City PROJECT Point of Contact:

Roberto Yano, P.E.
Director of Public Works/City Engineer
1243 National City Blvd
National City, CA 91950
619-336-4380
ryano@nationalcityca.gov
5. Neither SANDAG nor any officer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by City of National City under or in connection with any work, authority, or jurisdiction delegated to City of National City under this MOU. It is understood and agreed that, pursuant to Government Code Section 895.4, City of National City shall fully defend, indemnify, and save harmless SANDAG, all officers, and employees from all claims, suits, or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by City of National City under or in connection with any work, authority, or jurisdiction delegated to City of National City under this MOU.

THE PARTIES MUTUALLY AGREE:

1. The parties agree to work cooperatively toward the mutual goal of completing the PROJECT. To do so, SANDAG and the City agree to undertake the PROJECT work efforts through the completion of three key Phases as briefly discussed below:
 - a. Phase One (Est. FY 22 Q1 – FY 23 Q2) – PROJECT System Concept and Design. This Phase shall include working with all project partners to complete ATCMTD project-management and concept-development, system requirements and design plans. Phase One also includes the completion of critical project-management documentation that will detail the specific steps, work elements, tasks, deliverables, and milestones that will be taken and delivered throughout the project lifecycle.
 - b. Phase Two (Est. FY 23 Q2 – FY 24 Q4) PROJECT Deployment. Phase two shall include all software and system development, interface build, and integration activities that will be carried out for deploying and "turning on" the proposed PROJECT systems. Phase Two activities also will include system training and supporting public outreach/awareness efforts.
 - c. Phase Three (Est. FY 24 Q1– FY 25 Q2) PROJECT Concept Management and Operations. This Phase shall be initiated in parallel during Phase Two efforts. Activities under this Phase are intended to monitor, evaluate, and document the on-going operations and management of PROJECT enhancements. Findings will serve as the basis for understanding, identifying, and establishing long term institutional PROJECT operational and management needs, implications, and PROJECT transitioning and conclusion.
2. As part of Phase One activities, the parties agree to work cooperatively toward the mutual goal of assessing and finalizing proposed PROJECT scope components to support the deployment of the following key PROJECT elements:
 - a. Deployment of technologies at three (3) Mobility Hubs
 - b. Deployment of thirty-three (33) Smart Intersection System elements, including one or more of the following elements: advanced control systems, connected vehicle roadside equipment, advance detection and safety applications, transit signal and commercial vehicle priority systems.
 - c. Expansion of the I-805 bus on shoulder system to include four additional ramp preemption systems in the southbound direction.
 - d. Inclusion of planned RBMS functions (lane management, traveler information, border wait time estimation, dynamic tolling) into the ICMS solution.
 - e. Expansion of the coverage of the proven I-15 ICMS to include I-5, I-805, SR 125, and SR 905.
 - f. Provision of NextGen 511 connected traveler app for connected travelers (alerts, border wait times, eco-driving, etc.).
3. SANDAG shall serve as grant administrator and provide overall PROJECT management and coordination.

4. City shall provide planning, technical, and operational cooperation and review of PROJECT deliverables through completion of the PROJECT.
5. The parties mutually agree to establish a TSMO mobility advisory group to guide the aspects of data sharing, cross agency coordination and seeking of future funding opportunities of the PROJECT.
6. The parties shall designate specific individuals as representatives for purposes of this MOU.
7. That all obligations of SANDAG under the terms of this MOU are subject to the appropriation of the required resources by SANDAG and the approval of the SANDAG Board of Directors.
8. Any notice required or permitted under this MOU may be personally served on the other party, by the party giving notice, or may be served by certified mail, return receipt requested, to the following addresses:

<p>For SANDAG</p> <p>401 B Street, Suite 800</p> <p>San Diego, CA 92101</p> <p>Attn: Alex Estrella</p>	<p>For City of National City</p> <p>1243 National City Blvd</p> <p>National City, CA 91950</p> <p>Attn: Roberto Yano, P.E.</p>
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9. This MOU shall continue in effect unless and until a party to the MOU gives 60 (sixty) days written notice of its desire to withdraw from the MOU. If such notice is given, the MOU shall continue to be binding on those parties who have not formally withdrawn.
10. The indemnification provisions of this MOU shall survive termination of the MOU.
11. This MOU shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this MOU, the action shall be brought in a state or federal court situated in the County of San Diego, State of California.
12. All terms, conditions, and provisions hereof shall inure to and shall bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.
13. For purposes of this MOU, the relationship of the parties is that of independent entities and not as agents of each other or as joint ventures or partners. The parties shall maintain sole and exclusive control over their personnel, agents, consultants, and operations.
14. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
15. Nothing in the provisions of this MOU is intended to create duties or obligations to or rights in third parties to this MOU or affect the legal liability of the parties to this MOU.
16. This MOU may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart.

17. This MOU may be executed and delivered by electronic signature.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU effective as of the last date a party provides an electronic signature below.

SAN DIEGO ASSOCIATION OF
GOVERNMENTS

CITY OF NATIONAL CITY

ANTOINETTE MEIER
Director of Mobility and Innovation

ALEJANDRA SOTELO-SOLIS
Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Office of General Counsel

CHARLES E. BELL, JR.
City Attorney

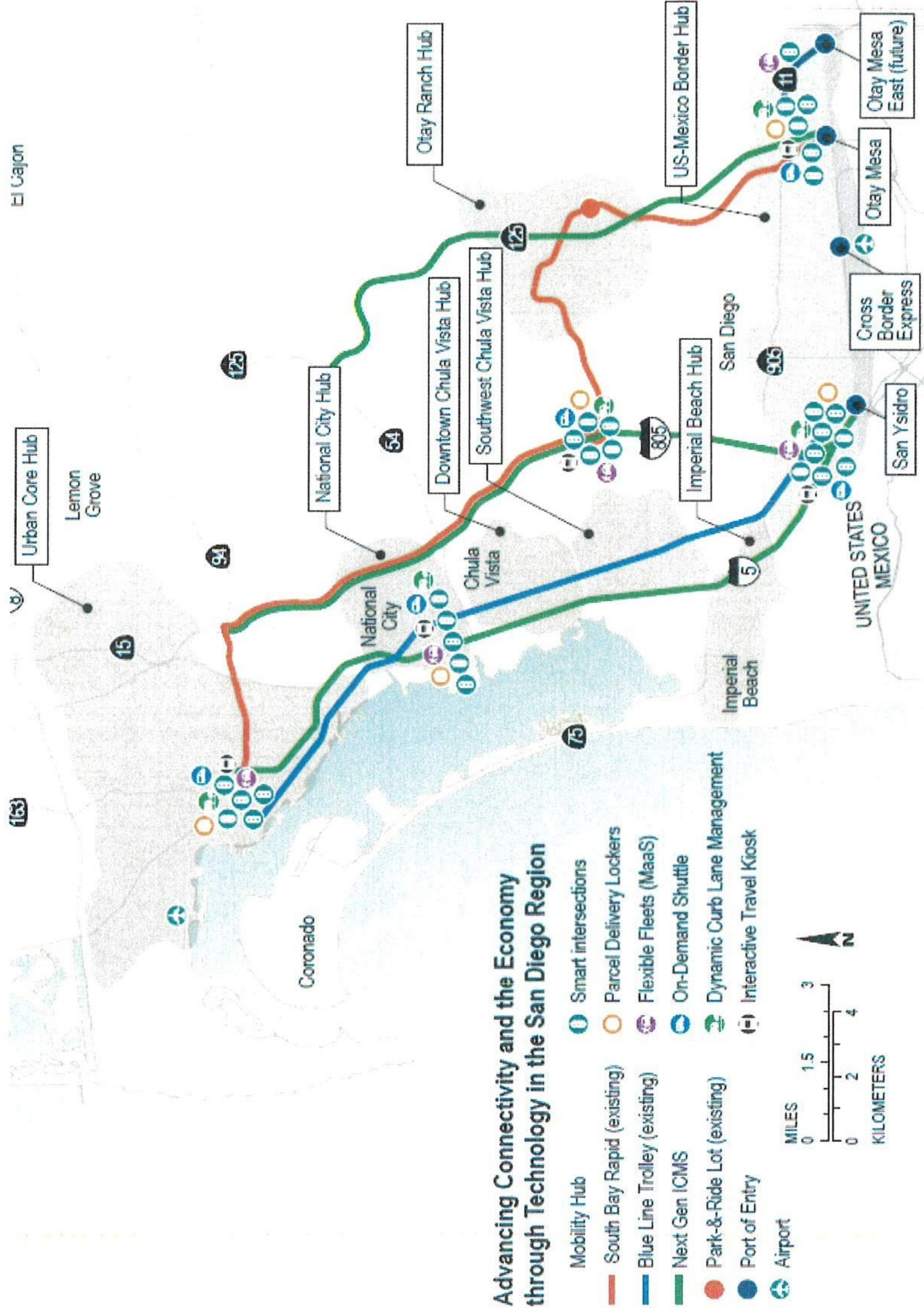
Exhibits:

- 1- ATCMTD Project Grant Submission – Activities and Schedule
- 2- ATCMTD Project Grant Submission – Project Area

1 - ATCMTD Project – Planned Activities and Schedule

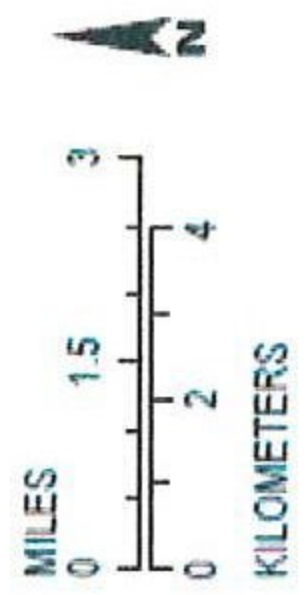
Proposed Work Activity	Period of Performance											
	2021			2022			2023			2024		
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Phase 0: ATCMTD Initiation and Administration Preliminary Kickoff meeting Draft Cooperative Agreement Final Cooperative Agreement Kick-off Meeting Monthly progress reports Monthly team meetings												
Phase 1: Project Concept Systems Engineering & Design Systems Engineering and Documentation Project Management Plan (PMP) Systems Engineering Management Plan (SEMP) Refine ConOps and Develop SysRQ Integrated System Design Document Interface Control Documents (ICDs) Public Outreach & Communications Plan Public Outreach and Communications Technology Field Element Design Mobility Hub Field Element Design Smart Intersectino System (SIS) Field Element Design Bus on Shoulder Field Element Design ATCMTD Evaluation Plan												
Phase 2: Project Concept Deployment Regional Border Management System (RBMS) RBMS Software Border MoHub equipment (kiosks, dynamic curb lighting, lockers) RBMS Communications Equipment RBMS Surveillance (CCTV/Video Analytics) SIS field equipment Border Wait Time System Tolling system Mobility Hub Technologies (Chula Vista and San Diego) I-805 SB Bus on Shoulder Complete Trip Connection ICMS Expansion Smart Intersection System (SIS) SIS Software SIS field equipment												
Phase 3: Project Concept Management, Integration, Operational Demonstrations NextOS integration (SIS) NextOS integration (ICMS) NextOS integration (Border Mobility Hub) NextOS integration (CV and SD Mobility Hubs) NextOS integration (RBMS) Performance Monitoring & Reporting ATCMTD Final Report												
Phase 4: Operations and Maintenance												

2 - ATCMTD Project Grant Submission – Proposed Project Area



Advancing Connectivity and the Economy through Technology in the San Diego Region

- Mobility Hub
- South Bay Rapid (existing)
- Blue Line Trolley (existing)
- Next Gen ICMS
- Park-&-Ride Lot (existing)
- Port of Entry
- Airport
- Smart intersections
- Parcel Delivery Lockers
- Flexible Fleets (MaaS)
- On-Demand Shuttle
- Dynamic Curb Lane Management
- Interactive Travel Kiosk



RESOLUTION NO. 2022 -

RESOLUTION OF CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) FOR THE NEXT OPERATING SYSTEM CONCEPT (ADVANCING CONNECTIVITY AND THE ECONOMY THROUGH TECHNOLOGY IN THE SAN DIEGO REGION)

WHEREAS, in 2021, SANDAG received a \$9,298,300 grant from the Federal Highway Administration (“FHWA”) under the Advanced Transportation and Congestion Management Technologies Deployment (“ATCMTD”) Program for the Advancing Connectivity and the Economy Through Technology in the San Diego Region Project (“Project”), which is estimated to cost \$28,115,925; and

WHEREAS, the Project is a next-generation, end-to-end transportation system management solution that integrates security, dynamic tolling, connected vehicle applications, Active Travel Demand Management, and Integrated Corridor Management to enhance safety, efficiency, and reliability of the transportation system; and

WHEREAS, the Project Phase One activities include the following key elements: (1) Deployment of technologies at three (3) Mobility Hubs; (2) Deployment of thirty-three (33) Smart Intersection System elements; (3) Expansion of the I-805 bus on shoulder system; (4) Inclusion of planned Regional Border Management System functions (lane management, traveler information, border wait time estimation, dynamic tolling); (5) Expansion of the coverage of the proven I-15 Integrated Corridor Management System (ICMS) to include I-5, I-805, SR 125, and SR 905; and (6) Provision of NextGen 511 connected traveler app for connected travelers (alerts, border wait times, eco-driving, etc.).

WHEREAS, the Memorandum of Understanding (“MOU”) is intended to formalize the City of National City’s (“City”) support and collaboration to consider the planning, development, and implantation of the Project; and

WHEREAS, City staff recommends authorizing the Mayor to execute the MOU between SANDAG and the City for coordination, participation, and ongoing support and commitment for the Next Operating System concept.

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

Section 1: Authorizes the Mayor to execute a Memorandum of Understanding (“MOU”) between the San Diego Association of Governments (“SANDAG”) and the City of National City for coordination, participation, and ongoing support and commitment for the Next Operating System concept (Advancing Connectivity and the Economy Through Technology in the San Diego Region).

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 15th 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, 1\) authorizing a Fiscal Year 2022 budget adjustment to establish appropriations in the amount of \\$30,000 for Capital Improvement Program \(CIP\) Fleet Vehicle Equipment and Accessories for the National City Police Department; 2\) waiving the formal bid process pursuant to NCMC 2.60.260 regarding cooperative purchasing authorizing the City to piggyback onto the County of San Diego's Contract # 564083 with Penske Ford Automotive LLC, dba Penske Ford; and, 3\) waiving the formal bid process pursuant to NCMC 2.60.220 \(B\) regarding exception to bidding requirements authorizing the buildout with sole source vendor AEP, for four \(4\) new 2022 Ford Explorer Interceptors in an amount not-to-exceed \\$270,000. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: March 15, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City, California, 1) authorizing a Fiscal Year 2022 budget adjustment to establish appropriations in the amount of \$30,000 for Capital Improvement Program (CIP) Fleet Vehicle Equipment and Accessories for the National City Police Department; 2) waiving the formal bid process pursuant to NCMC 2.60.260 regarding cooperative purchasing authorizing the City to piggyback onto the County of San Diego's Contract # 564083 with Penske Ford Automotive LLC, dba Penske Ford; and, 3) waiving the formal bid process pursuant to NCMC 2.60.220 (B) regarding exception to bidding requirements authorizing the buildout with sole source vendor AEP, for four (4) new 2022 Ford Explorer Interceptors in an amount not-to-exceed \$270,000.

PREPARED BY: Tirza Gonzales, Management Analyst II ^{tg} **DEPARTMENT:** Engineering / Public Works

PHONE: 619-336-4318

APPROVED BY: 

EXPLANATION:

See staff report.

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

644-411-000-511-0000 (Equipment Replacement Reserve - Police) \$30,000 Budget Adjustment (\$240,000 previously adopted through FY22 Budget, totaling \$270,000)

Funding source is fund balance in fund 644 - Vehicle Acquisition.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt the resolution authorizing a FY22 budget adjustment to establish appropriations in the amount of \$30,000 and awarding the purchase and buildout of four (4) new 2022 Ford Explorer Interceptors for a total amount not-to-exceed \$270,000.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Explanation
2. County of San Diego Award of Contract # 564083
3. Penske Ford Quote
4. AEP Quote
5. AEP Sole Source Letter
6. Resolution

Explanation:

Four (4) National City Police Department Ford Explorer Patrol Interceptors have been in service for almost ten (10) years and have exceeded their useful and optimum life cycle of six (6) years and are scheduled to be replaced. With an odometer average of 100,000 miles, these patrol vehicles idle ten (10) times more than the average vehicle. Warranty periods have expired, equating in higher costs and downtime as they have reached the repair stage.

Through adoption of the FY22 annual budget, City Council approved the purchase and buildout of four (4) National City Police Department (NCPD) Medium SUV Patrol Vehicles in a not-to-exceed amount of \$240,000. Due to delays and price increases in the automotive industry, an additional \$30,000 is required to complete the purchase and build-outs of these NCPD vehicles, which include accessories and interior and exterior warning and emergency lighting, for a new total of \$270,000.

Consistent with Section 2.60.260 of the National City Municipal Code (NCMC) regarding cooperative purchasing, there is an opportunity to piggyback onto the County of San Diego Contract #564083 (see Exhibit A) with Penske Ford Automotive LLC dba Penske Ford (see Exhibit B) to allow for the purchase of four (4) 2022 Ford Explorer Interceptors. NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures, as in this case, have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency.

Consistent with NCMC Section 2.60.220 (B) - Open market procedure- Exception to bidding requirements, there is an opportunity to allow for the purchase of the buildouts of four (4) 2022 Ford Explorer Interceptors through sole source vendor AEP (See Exhibit C). Sole source procurements may be used when, also as in this case, there is only one source from which a particular commodity is available and there is no adequate substitute. AEP has provided sole source vendor documentation as required (see attached Exhibit D).

Therefore, staff is requesting that City Council authorize a Fiscal Year 2022 budget adjustment to establish appropriations in the amount of \$30,000 for Capital Improvement Program (CIP) Fleet Vehicle Equipment and Accessories for the National City Police Department. Staff is also requesting that City Council authorize the purchase and buildout of four (4) 2022 Ford Explorer Interceptors in an amount not-to-exceed \$270,000.



Purchasing and Contracting

DPC Contracts Library

Contracts awarded as of March 1, 2015 are published through this content library. Search results may contain awarded contracts after July 1, 2014. If you cannot find a contract or wish to obtain contract documents before July 1, 2014, please contact the Department of Purchasing & Contracting at: 858-505-6367. To search for Solicitations that have been posted to BuyNet, please click [here](#).

Term Contracts Expiring In the Next Year. To see a list of term contracts expiring over the next year, please click [here](#). This list of expiring term contracts is provided as reference only. Contracts may end before the listed date. Not all ending contracts will be rebid or may be rebid with an amended scope.

Find Specific Documents

Contract Number:

564083

Solicitation #:

Category:

Supplier Name:

Project Title:

Contract Date From:

To:

County Department:

Contract Value Min \$:

Max \$:

Buyer Name:

OR

Search Document Content

Keywords Search:

Keywords Search will ignore any other specified search criteria

Search

Reset

Sort By: | [View](#) | [Document Type](#) | [Contract Number](#) | [Supplier Name](#) | [Project Title](#) | [Contract Start](#) | [Contract End](#) | [Contract Value](#) | [Category](#) | [Solicitation Number](#) | [County Department](#) | [Amendment Number](#)

Click the plus sign + to view the additional fields. Click the negative sign - to hide the additional fields.

Showing 1 to 2 of 2 entries for Search Results

Refine Search Results:

Previous **1** Next

View	Document Type	Contract Number	Supplier Name	Project Title	Contract Start
	Contract	564083	PF AUTOMOTIVE LLC	FORD POLICE INTERCEPTOR UTILITY VEHICLES	09-18-2019
	Amendment	564083	PF AUTOMOTIVE LLC	FORD POLICE INTERCEPTOR UTILITY VEHICLES	

Show **10** entries

Previous **1** Next

CNGP530

VEHICLE ORDER CONFIRMATION

11/03/21 14:35:14

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Dealer: F71086

2022 EXPLORER 4-DOOR

Page: 1 of 1

Order No: 0000 Priority: A4 Ord FIN: QC800 Order Type: 5B Price Level: 215

Ord Code: 500A Cust/Flt Name: NATIONAL CITY PO Number:

RETAIL

RETAIL

K8A 4DR AWD POLICE \$40980

43D COURTESY DISABL \$25

.119" WHEELBASE

51V SPTLMP LED DUAL 665

UM AGATE BLACK

55B BLIND SPOT INFO 545

9 CLTH BKTS/VNL R

59B KEY CODE 1284X 50

6 EBONY

60R NOISE SUPPRESS 100

500A EQUIP GRP

68G RR DR/LK INOP NC

.AM/FM STEREO

76D DEFLECTOR PLATE 335

99W .3.3L HYBRID NC

76R REVERSE SENSING 275

44B .10-SP MOD HYBRD NC

52P DR LOCK PLUNGER 160

TOTAL BASE AND OPTIONS 45100

CA BOARD FEES NC

TOTAL 45100

FLEET SPCL ADJ NC

THIS IS NOT AN INVOICE

17A AUX CLIMATE CTL 610

17T CARGO DOME LAMP 50

* MORE ORDER INFO NEXT PAGE *

425 50 STATE EMISS NC

F8=Next

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

5006 - MORE DATA IS AVAILABLE.

QC065012

Your price \$ 35,599.99

TIRE Fee \$ 8.75

Electronic filling fee \$ 30.00

Paint Roof & 4 Doors \$ 1599.00

white

Each unit =

\$ 37,237.74

+ TAX

CNGP530

VEHICLE ORDER CONFIRMATION

11/03/21 14:35:21

==>

Dealer: F71086

2022 EXPLORER 4-DOOR

Page: 2 of 4

Order No: 0000 Priority: A4 Ord FIN: QC800 Order Type: 5B Price Level: 215
Ord Code: 500A Cust/Flt Name: NATIONAL CITY PO Number:

RETAIL

RETAIL

85S REAR CTR ST DEL NC
86T RR TAILLAMP HSG 60
87R RR VIEW MIR/CAM NC
153 FRT LICENSE BKT NC
SP DLR ACCT ADJ
SP FLT ACCT CR
FUEL CHARGE
B4A NET INV FLT OPT NC
PRICED DORA NC
DEST AND DELIV 1245

TOTAL BASE AND OPTIONS 45100
TOTAL 45100

THIS IS NOT AN INVOICE

F7=Prev

F3/F12=Veh Ord Menu

F1=Help

F2=Return to Order

F4=Submit

F5=Add to Library

5099 - PRESS F4 TO SUBMIT

QC065012



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AEP California

10729 Wheatlands Ave. Suite C
Santee, CA 92071
Phone: (619) 596-1925
Fax: (619) 596-1909

Sold To:

National City Police Department, City of
email: ap@nationalcityca.gov
1200 National City Blvd
National City, CA 91950-6530

Shp To:

AEP Santee

Reference	PO Number	Customer No.	Salesperson	Order Date	Shlp Via	Terms
Patrol Hybrid Utility x4		NAT11101	PT	Feb 23, 2022		NET30

Year	Make	Model	Color	State Contract #
2022	Ford	Utility Hybrid		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Fleet Contact: Ruben Huerta 619-336-4588 Agency Contact: Salvador Gil ***Base Emergency Lighting and Siren System Package***			
4.00	SIRE00590 / ENGSA582RSP	500 Series bluePRINT Siren, Remote Push Button, 200-Watts	906.0000	Y	3,624.00
8.00	SIRE00462 / ENGND04101	SoundOff bluePRINT Remote Node (10-Out / 4-In)	175.0000	Y	1,400.00
4.00	VACC02609 / ENGLMK008	bluePRINT Link Micro Module 2021 PIU	285.0000	Y	1,140.00
8.00	SPEA00253 / ETSS100J5	100 Watt Composite Siren Speaker with Universal Bail Bracket	168.0000	Y	1,344.00
4.00	BKRT00091 / S249-3200	Under Hood Remote Node Mounting Bracket, 2020 Ford Utility	45.0000	Y	180.00
4.00	LEDS03676 / ELUC3H010D	Universal Under Cover LED Insert, 5-Wire, Red/White (Driver side headlight assemble)	80.0000	Y	320.00
4.00	LEDS03657 / ELUC3H010E	Universal Under Cover LED Insert, 5-Wire, Blue/White (Passenger side headlight assemble)	80.0000	Y	320.00
8.00	LEDS03674 / ELUC3H010B	Universal Under Cover LED Insert, 5-Wire, Blue	80.0000	Y	640.00

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Patrol Hybrid Utility x4		NAT11101	PT	Feb 23, 2022		NET30

Year	Make	Model	Color	State Contract #
2022	Ford	Utility Hybrid		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		(Rear tail lights)			
16.00	LEDS02981 / PLUCTCL1	Twist-In UC LED Collar Kit	3.0000	Y	48.00
4.00	LEDS02941 / ENT3B3D	Intersector Surface Mount LED Warning Light, Red/White (Exterior under mirror LED, driver side)	180.0000	Y	720.00
4.00	LEDS02942 / ENT3B3E	Intersector Surface Mount LED Warning Light, Blue/White (Exterior under mirror LED, passenger side)	180.0000	Y	720.00
8.00	BKRT00113 / PMP2BKUMB4	Under Mirror Bracket, mPower/Intersector, 20+ Utility, Each	20.0000	Y	160.00
4.00	LEDS03386 / EMPS2STS4D	mPower Fascia LED, Stud Mount, 12-LED, Red/White (Rear 1/4 window LED, driver side facing)	119.0000	Y	476.00
4.00	LEDS03387 / EMPS2STS4E	mPower Fascia LED, Stud Mount, 12-LED, Blue/White (Rear 1/4 window LED, passenger side facing)	119.0000	Y	476.00
8.00	LEDS03567 / PMP2WSSSB	4" mPower 25-90 degree Glass Mount/Shroud, Black Qtr Glass Mount	9.2500	Y	74.00
8.00	LEDS03375 / EMPS2QMS4J	mPower Fascia LED, Quick Mount, 12-LED, Red/Blue (Lower exterior rear facing LED's "License Plate")	119.0000	Y	952.00
4.00	LEDS03811 / EMPS1SLS1R	mPower 3" Stud Mount, 4-LED, Red	72.0000	Y	288.00

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Reference Patrol Hybrid Utility x4	PO Number	Customer No. NAT11101	Salesperson PT	Order Date Feb 23, 2022	Ship Via	Terms NET30
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Year 2022	Make Ford	Model Utility Hybrid	Color	State Contract # NA
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
4.00	LEDS03810 / EMPS1SLS1B	(Liftgate open LED, driver side) mPower 3" Stud Mount, 4-LED, Blue (Liftgate open LED, passenger side)	72.0000	Y	288.00
4.00	LEDS02941 / ENT3B3D	Intersector Surface Mount LED Warning Light, Red/White	180.0000	Y	720.00
4.00	LEDS02942 / ENT3B3E	Intersector Surface Mount LED Warning Light, Blue/White	180.0000	Y	720.00
4.00	LEDS03192 / ENFRMS3(D)	nForce LED, D12, Red/White, Replacement Module	95.0000	Y	380.00
4.00	LEDS03193 / ENFRMS3(E)	nForce LED, D12, Blue/White, Replacement Module	95.0000	Y	380.00
4.00	BUMP00722 / BC0523ITU20	PB450-LR Push Bumper, SoundOff nForce/Intersec, 2020 Utility	465.0000	Y	1,860.00
8.00	LBAR03785 / EMPS8007Z-8	3-Wire mPower Fascia LED, Stud Mount, 18-LED, Red/Blue/White	132.0000	Y	1,056.00
4.00	BKRT00074 / PMP2RS101	Under Spoiler mPower Bracket, 1-Module, 2020 Utility	40.0000	Y	160.00

<p>***2020 Utility Push Bumper with Front Lighting***</p> <p>***2020 Utility Rear Lighting Option***</p> <p>***Roof Top Lightbar*** Promo Code NXT2022</p>					
<p>Quotation continued on next page ...</p>					



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Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
Patrol Hybrid Utility x4		NAT11101	PT	Feb 23, 2022		NET30

Year	Make	Model	Color	State Contract #
2022	Ford	Utility Hybrid		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
4.00	INST05526 / Parts	SoundOff mPower 55" Exterior Lightbar for 2020+ Ford Utility -10 YEAR warranty against lense fading -Dual Color Corner Modules (RW driver, BW Pass.) -California Steady Red -Front Facing Dual Color (RW driver, BW Pass.) -Rear Facing Dual Color -LED Alley / Scene Lighting -Rear "brake with Warn" function -Hook Mount Kit for 2020 Ford Utility -EOS Quote ID# QE48847, Line 1 ***Base Electrical System / Theft Prevention***	2,350.0000	Y	9,400.00
4.00	INST05526 / Parts	Patrol Power FasTech Wire Harness, Utility, BP500, Primary	1,599.0000	Y	6,396.00

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Reference Patrol Hybrid Utility x4	PO Number	Customer No. NAT11101	Salesperson PT	Order Date Feb 23, 2022	Ship Via	Terms NET30
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Year 2022	Make Ford	Model Utility Hybrid	Color	State Contract # NA
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
4.00	INST05526 / Parts	Patrol Power FasTech Wire Harness, Utility, BP, Under Hood	299.0000	Y	1,196.00
4.00	PATC00263 / PP-BU1-SO-001-A	Patrol Power Plug-n-Play Wire Harness, Universal, Bumper	118.0000	Y	472.00
4.00	BKRT00092 / PIU20-EQUIP-001	Electronics Mounting Plate SOS, DRV 1/4 Panel, 20+ Utility	140.0000	Y	560.00
4.00	BKRT00093 / PIU20-RADIO-KIT	Radio T/R Mounting Bracket, OEM Cubby Pocket, 20+ Utility	52.0000	Y	208.00
4.00	VACC01714 / AEP-SW-IDLE	Switch, Idle Security, Off-On	12.0000	Y	48.00
4.00	VACC00342 / 13-100	Toggle Switch, Off-On, SPST..	8.0000	Y	32.00
4.00	VACC01453 / AEP-LABEL-CARG	Switch Label Plaque, "Cargo Dome, Door-Off"	6.0000	Y	24.00
4.00	DOME00005 / ECVDMLTAL00	LED Dome Light, Red/Wht,Universal (Rear Lift Gate)	62.0000	Y	248.00
		Center Equipment Console			
4.00	CONS01598 / 7170-0735-00	2020+ Ford Utility Short Console, cupholder	415.0000	Y	1,660.00
4.00	FACE00845 / 20032	FP- Sound Off 500 Series Remote Siren, 3.5"	0.0000	N	0.00
4.00	FACE00546 / 7160-0321	FP- Motorola APX -05 Remote 3"	0.0000	N	0.00

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Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
Patrol Hybrid Utility x4		NAT11101	PT	Feb 23, 2022		NET30

Year	Make	Model	Color	State Contract #
2022	Ford	Utility Hybrid		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		PL 2013-05-15			
4.00	FACE00215 / C-EB15-HLN-1P	FP- Motorola DEK Mini, 1.5" PB 2012-09-01	24.0000	Y	96.00
4.00	FACE00605 / 15082	FP- Switch/Power Port Knockouts, 2"	0.0000	N	0.00
4.00	FACE00794 / 18492	Console Filler Plate, 1.5"	0.0000	N	0.00
4.00	CONS00354 / C-ARM-104	Arm Rest, Adjustable PB 2012-09-01	150.0000	Y	600.00
8.00	CONS01276 / MMBP-25	Magnetic Microphone Mount	35.0000	Y	280.00
4.00	VACC01101 / 11010	DC Power Port	5.0000	Y	20.00
4.00	VACC01102 / 11011	DC Power Port Cap	0.5000	Y	2.00
4.00	VACC02798 / B08DD4BH6G	USB C & USB A Dual Port Car Charger Socket Power Outlet - Mounted on Passengerside Console Factory Aux Location	24.0000	Y	96.00
4.00	DOME00005 / ECVDMILTAL00	LED Dome Light, Red/White, Universal ***Brake Kill System***	62.0000	Y	248.00

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Reference Patrol Hybrid Utility x4	PO Number	Customer No. NAT11101	Salesperson PT	Order Date Feb 23, 2022	Ship Via	Terms NET30
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Year 2022	Make Ford	Model Utility Hybrid	Color	State Contract # NA
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
4.00	INST05526 / Parts	Patrol Power Black-Out Module w/ Ford PIU Harness BP ***Computer Mount (Panaconic CF-33 w/ Keyboard)***	399.0000	Y	1,596.00
4.00	COMP01803 / DS-PAN-1112-2	Panasonic CF 33 Dock W/ Dual Pass-Through and Power Supply - Mount Upsidedown - Do Not connect data cables	1,299.0000	Y	5,196.00
4.00	INST05526 / Parts	TG3 Rubber Keyboard; Rugged Rubber 83 Key, Coiled	235.0000	Y	940.00
4.00	COMP01598 / 7160-0857	Keyboard Tray, Low Profile, Quick Release	138.0000	Y	552.00
4.00	CONS01686 / 7160-1346-01	On-Dash Mount w/ 3" Ext Arm, 2020+ Ford Utility	286.0000	Y	1,144.00
4.00	CONS01468 / 7160-0872	Offset Bracket	38.0000	Y	152.00
4.00	CONS01634 / 7160-1216-09	Mongoose XLE 9" Motion Attachment ***Radio and Data Antenna***	342.0000	Y	1,368.00
4.00	ANTE00968 / GP-IN2236	GPSB Sharkee Antenna kit, Cell w/ TNC, GPS w/TNC (Opt Whip)	210.0000	Y	840.00
4.00	ANTE00792 / AFGB-832	Antenna Whip (Sharkee), 760-876 MHz	26.0000	Y	104.00

Quotation continued on next page ...



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Date Feb 23, 2022	Page 8
Order Number QTE0031942	

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Reference Patrol Hybrid Utility x4	PO Number	Customer No. NAT11101	Salesperson PT	Order Date Feb 23, 2022	Ship Via	Terms NET30
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Year 2022	Make Ford	Model Utility Hybrid	Color	State Contract # NA
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
4.00	ANTE00782 / C23F-5M	Radio Antenna Extension Cable, 16', Mini-UHF (MPL)	15.0000	Y	60.00
4.00	VACC00721 / HKN6169B	17' Blue Ring Remote Mount Cable, APX6500	85.0000	Y	340.00
4.00	ANTE00745 / HKN6188B	APX Control Head Power and Speaker Cable	50.0000	Y	200.00
4.00	RADI00924 / HKN4192C	Transceiver Power Cable to Battery	50.0000	Y	200.00
		Prisoner Transport			
4.00	PRIS01937 / PK1186ITU20-TM	10XL C2 Partition, Recessed, Poly Sliding, TM, 2020 Utility	808.0000	Y	3,232.00
4.00	PRIS01938 / QK0566ITU20	Transport Seat w/Poly Partition, Center Belts, 2020 Utility	1,186.0000	Y	4,744.00
4.00	PRIS01939 / WK0514ITU20H	Window Barriers, Steel Horizontal Bars, 2020 Utility	236.0000	Y	944.00
8.00	DOME00045 / ECVDMLTST4G	Universal Interior Cargo LED Dome Light, 6"x3", Gray	26.0000	Y	208.00
4.00	VACC01450 / AEP-SW-DOME1	Switch, Rear Dome Light, On-Door-Off	12.0000	Y	48.00
		Front Weapon Mount			
4.00	GUNM00762 / GRPXXX1B1X238	Gun Rack, Dual, Partition Mount, SC1-B/SC1, 38", #2	550.0000	Y	2,200.00

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Reference Patrol Hybrid Utility x4	PO Number	Customer No. NAT11101	Salesperson PT	Order Date Feb 23, 2022	Ship Via	Terms NET30
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Year 2022	Make Ford	Model Utility Hybrid	Color	State Contract # NA
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
4.00	GUNM00513 / AR-TDP-GUARD	AR-15 Takedown Pin Guard	175.0000	Y	700.00
4.00	GUNM00778 / GUNMBSB3	NCPD Gun Rack Camera Mount - Mounted to the top portion of the gunrack ***Rear Cargo Storage System***	45.0000	Y	180.00
4.00	STOR00817 / PIU20-CARGO-KIT	Cargo Guard w/ Hinged EZ Access, 2020 Utility w/Setina 12VS	895.0000	Y	3,580.00
4.00	STOR01007 / 306-01	Tuffy Security Drawer, Under Cargo Guard Mount - Mounted under driverside rear cargo guard	275.0000	Y	1,100.00
4.00	INST05526 / Parts	Tuffy Combination 3-Digit Camlock, Set to code 108	25.0000	Y	100.00
4.00	VACC02817 / LDW217	Neoprene Sponge Foam Rubber Sheet Rolls 15in x 60in	25.0000	Y	100.00
4.00	PRIS02000 / WK0040ITU20	Window Barrier, VS, Rear Hatch and Side Windows, 2020 Utilit	324.0000	Y	1,296.00
8.00	DOME00045 / ECVDMILTST4G	Universal Interior Cargo LED Dome Light, 6"x3", Gray (Install under cargo guard)	26.0000	Y	208.00
4.00	UTIL01516 / 25614	Fire Extinguisher, 5lb ABC Dry Chem	58.0000	Y	232.00
4.00	VACC01552 / 862	Heavy Duty Fire Extinguisher Mounting Bracket, Rubber Straps	55.0000	Y	220.00

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Reference Patrol Hybrid Utility x4	PO Number	Customer No. NAT11101	Salesperson PT	Order Date Feb 23, 2022	Ship Via	Terms NET30
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Year 2022	Make Ford	Model Utility Hybrid	Color	State Contract # NA
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Ballistic Door Panels			
4.00	VACC02117 / AngArm-00339	Avail Ballistic Door Panel, Level IIIA, Driver 2020 Utility	879.0000	Y	3,516.00
4.00	VACC02118 / AngArm-00340	Avail Ballistic Door Panel, Level IIIA, Pass. 2020 Utility	879.0000	Y	3,516.00
		Graphics			
4.00	GRAP90001 / Graphics	National City PD Patrol Graphics Package	450.0000	Y	1,800.00
		Installation/ Freight			
184.00	LABO90001 / AEP INSTALL	Installation Labor Services (46 hours each) EVT-Certified Technician Labor	95.0000	Y	17,480.00
1.00	SHOP90006 / Shop Supplies	Installation Materials / Shop Supplies	150.0000	Y	150.00
		Parts Freight/Shipping			
		Freight / Shipping (\$250.00 each vehicle)		N	250.00
		Customer Supplied Equipment			
1.00	INST05685 / CSM	-Motorola APX-6500 Remote Radio Kit	0.0000	N	0.00

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Year 2022	Make Ford	Model Utility Hybrid	Color	State Contract # NA
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	INST05685 / CSM	- Motorola DEK	0.0000	N	0.00

Thank you for the opportunity to earn your business Terms & Conditions: <ul style="list-style-type: none"> • ESTIMATES VALID FOR 30 DAYS • Orders will be invoiced upon notification of completion • Returns subject to 25% restocking fee. No returns on special order items. • Credit Card payments accepted for payments of orders/invoicing totaling \$10,000 or less only. SIGNATURE (not required if PO/contract is issued) _____	Parts	78,998.00
	Labor / Services	19,280.00
	Trans / Trip / Fee	0.00
	Shipping	250.00
	Order Discount	0.00
	Subtotal	98,528.00
	Total sales tax	8,599.33
	Total order	107,127.33



March 25, 2020

National City Police Department
 Greg Seward, Lieutenant
 1200 National City Blvd,
 National City, CA 91950

RE: Supporting Sole Source Information for Patrol Power Customized "Plug and Play" Wiring Harness Systems

Dear Lt. Seward:

This letter is to follow up on our previous meeting, and provide additional supporting technical specifications to the customized wire harness solutions for your in-house police vehicle fleet upfitting service. Here are a few answers to questions that may be asked by your procurement department.

What is it?: Patrol Power customized and NCPD proprietary plug-and-play wire harness systems for police vehicles.

Why do you need to acquire these goods or services?: The use of a complete harness system will greatly improve vehicle installation turn-around times, system reliability and consistency. Additionally the wire harness systems include complete documentation packages for ease of service. Below are a few of the benefits implementing a Patrol Power plug-and-play harness will provide to the Fleet Operations:

- Improve vehicle installation turn-around times by an estimated 8-10 hours per vehicle.
- Improve installation consistence as vehicles will not be "individually" wired
- Improve installation quality
- Provide a repeatable process for fleet consistence regardless of a changing technician workforce
- Provide an electrical foundation for upcoming technology
- Provide complete electrical schematics for ease of service
- Provide a centralized fuse module with power management to preserve battery life

How will it be used?: The plug and play harness will be used and installed in all vehicle new vehicle builds. A variation of the harness can be utilized to retrofit vehicles already in service.

Were alternative goods or services evaluated?: The wiring systems in police vehicles are customized and designed for agency specific applications. No "off-the-shelf" products are available for evaluation.


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patrick.trampus@aep-na.com


 Patrol-Power.com



Why can only this vendor provide these goods or services?: Patrol Power has been serving the public safety industry since 2002, and is the industry leader in complete vehicle electrical systems. National City Fleet operations has reached out to other companies claiming to produce similar products, with no meeting follow-up or design process. Patrol Power has designed a complete plug-and-play wire harness system compatible with NCPD's police vehicles. Patrol Power is the only company who has produced an NCPD specific solution.

What would be the impact if this sole source / goods or services, is not approved?: If this sole source is not approved, it will have a negative impact on the fleet operations' ability to provide quality vehicles in a timely matter. Below are a few of the negative effects:

- Increased vehicle turn-around time and build costs. (estimated at 8-10 hours)
- Increased vehicle downtime with future repairs.

Additional technical specifications and requirements:

1. The wire harness system must be complete and all encompassing by including all of the required emergency response equipment wiring in the harness loom. No additional wires will be required to complete the circuits and connections.
 - a. This includes all ground circuits, power distribution and interconnect circuits.
 - b. The only allowable exception will be for data cables and RF co-axial cables such as radios control heads, radio antenna, radar antennas, and computer data antennas.
2. All wiring must be automotive cross-link polyethylene (XLPE) type wire with GXL thin wall insulation. TXL extra thin wall insulation may not be used in any Underhood environment, as it does not satisfy Ford Motor Company's requirements. All wiring must meet or exceed the following specifications:
 - a. SAE J1128-GXL
 - b. Temperature range of: -60deg F to 257deg F
 - c. Stranded bare copper
 - d. All wiring must be color coded and function printed. No repeats in wire identification will be permitted.
 - e. Wires of the same primary color, but with different function must be identified with a colored stripe / tracer, in addition to the function printing.
3. All wiring bundles within the vehicle will be taped with anti-abrasion cloth tape to minimize bundle diameter and provide a flexible yet tightly bundled harness. The use of protective split-loom conduit will be utilized where appropriate to avoid wire chaffing.
4. All wiring located in the vehicle's Underhood must be protected with nylon corrugated split-loom. The loom must meet or exceed the following specifications:
 - a. Nylon material meeting Delphi Packard M-2170 and ASTM D4066 specifications
 - b. Temperature range of: -40deg F to 257deg F



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patrick.trampus@aep-na.com



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5. A matching OEM automotive connector must be pre-installed on any harness breakout which is to connect to an existing OEM connector. This includes but is not limited to the following:
 - a. GM's "6J3" upfitter connector located at the center dash
 - b. GM's "Speaker" pass through connector located near the starting battery.
 - c. GM's Horn interface located with the upfitter harness
 - d. GM's passenger side spot light

6. Automotive connectors must be pre-installed on any harness breakout which is to connect to a component commonly removed for vehicle service. This includes but is not limited to the following:
 - a. Vehicle push bumper mounted warning lights
 - b. Push bumper mounted scene /Off-Road light
 - c. Siren speaker(s)
 - d. Fog mounted / lower air damn mounted LED's
 - e. Rear lift gate trim panel mounted LED's (dome light / lift gate open LED's)
 - f. Rear side ¼ window LED's if mounted to interior trim panel

7. All automotive connectors must be of premium quality and construction. All terminal crimps must be performed with the appropriate factory tooling. Any open cavity in a connector body must be sealed with an appropriate blank circuit plug. With exception to the matching mating connectors for OEM components and aftermarket emergency component, the following are the only acceptable connectors for use within the harness:
 - a. Molex MX150 Sealed connector system
 - i. Tested to IEC IP6K7 and IP6K9K standards
 - ii. SAE USCAR-2
 - iii. Environmentally sealed
 - iv. Temperature range of: -40deg F to 257deg F
 - v. 22-amps per circuit

 - b. Molex ML-XT Series
 - i. Tested to IEC IP68 and IP69K standards
 - ii. SAE J2030
 - iii. Temperature range of: -67deg F to 257deg F
 - iv. 13-amps per circuit

 - c. Amphenol AT Series
 - i. Tested to IEC IP69K standards
 - ii. RoHS compliant
 - iii. Temperature range of: -67deg F to 257deg F
 - iv. 13-amps per circuit

8. A matching OEM automotive connector must be pre-installed on any harness breakout which is to connect to an aftermarket emergency component. Not required for components with "flying leads" such as mPower LED's. This includes but is not limited to the following:



- a. bluePRINT central controller
 - b. bluePRINT 480 amp / relay module
 - c. bluePRINT remote node
 - d. Console switches
 - e. SoundOff 6" round dome lights
9. The harness shall be constructed as to completely eliminate unnecessary wire splices. Splices shall only be permitted when splitting a circuit or connecting to a component with a non-removeable wire pigtail.
 10. A master disconnect circuit breaker shall be installed on the sole main power input cable. The breakers shall serve as a master disconnect for all aftermarket equipment. The breaker shall mount to the vehicle with use of a vehicle specific bracket to insure consistent placement.
 11. The main power input cable shall be electrically connected to the auxiliary battery (if equipped)
 12. The harness must include a centralized fuse / power distribution module. The module must be fully weatherized if installed in a location susceptible to environmental intrusions and/or excessive temperatures.
 13. The power distribution module must include a serviceable / removeable relay capable of at least 70-amps of current. The relay is to be controlled via the SoundOff bluePRINT system for time, voltage and load shedding capability. The relay's output shall provide a switched 12V to selectable fused circuits within the power distribution module.

I hope that you have found this document useful. Please contact me should you have any questions and my team and I will be happy to assist.

Best regards,

Patrick Trampus

Patrick Trampus, Area Sales Manager


10729 Wheatlands
Ave Suite C
Santee CA 92071


619-596-1925 (Office)
619-997-9620 (Mobile)


patrick.trampus@aep-na.com


Patrol-Power.com

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AUTHORIZING THE FISCAL YEAR 2022 BUDGET ADJUSTMENT TO ESTABLISH APPROPRIATIONS FOR \$30,000 FOR CAPITAL IMPROVEMENT PROGRAM (CIP) FLEET VEHICLE EQUIPMENT AND ACCESSORIES FOR THE NATIONAL CITY POLICE DEPARTMENT; 2) WAIVING THE FORMAL BID PROCESS UNDER NATIONAL CITY MUNICIPAL CODE 2.60.260 REGARDING COOPERATIVE PURCHASING AUTHORIZING THE CITY TO PIGGYBACK ONTO THE COUNTY OF SAN DIEGO'S CONTRACT # 564083 WITH PENSKE FORD AUTOMOTIVE LLC, DBA PENSKE FORD; AND, 3) WAIVING THE FORMAL BID PROCESS UNDER NATIONAL CITY MUNICIPAL CODE 2.60.220 (B) REGARDING EXCEPTION TO BIDDING REQUIREMENTS AUTHORIZING THE BUILDOUT WITH SOLE SOURCE VENDOR AEP, FOR FOUR (4) NEW 2022 FORD EXPLORER INTERCEPTORS IN AN AMOUNT NOT-TO-EXCEED \$270,000

WHEREAS, Four (4) National City Police Department Ford Explorer Patrol Interceptors have been in service for almost ten (10) years and have exceeded their useful and optimum life cycle of six (6) years and are scheduled to be replaced; and

WHEREAS, through the adoption of the Fiscal Year 2022 annual budget, City Council approved the purchase and buildout of four (4) National City Police Department ("NCPD") Medium SUV Patrol Vehicles in a not-to-exceed amount of \$240,000; and

WHEREAS, due to delays and price increases in the automotive industry, an additional \$30,000 is required to complete the purchase and buildouts of these NCPD vehicles, which include accessories and interior and exterior warning and emergency lighting, for a new total of \$270,000; and

WHEREAS, section 2.60.260 of the National City Municipal Code ("NCMC") regarding cooperative purchasing provides an opportunity to piggyback onto the County of San Diego Contract #564083 with Penske Ford Automotive LLC dba Penske Ford to allow for the purchase of four (4) 2022 Ford Explorer Interceptors; and

WHEREAS, section 2.60.260 of the NCMC provides that the City may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined to be in substantial compliance with the City's procurement procedures; and

WHEREAS, section 2.60.220 (B) of the NCMC regarding open market procedure-exception to bidding requirements, provides an opportunity to allow for the purchase of the buildouts of four (4) 2022 Ford Explorer Interceptors through sole source; and

WHEREAS, sole source procurements may be used when, also as in this case, there is only one source from which a particular commodity is available, and there is no adequate substitute; and

WHEREAS, the City’s Purchasing staff has confirmed that the County of San Diego’s Contract # 564083 with Penske Ford Automotive LLC, dba Penske Ford was competitively bid and that the procurement procedures are in substantial compliance with those of National City; and

WHEREAS, City staff recommends City Council authorize the Fiscal Year 2022 budget adjustment to establish appropriations in the amount of \$30,000 for Capital Improvement Program (“CIP”) Fleet Vehicle Equipment and Accessories for the National City Police Department; and

WHEREAS, City staff also recommends that City Council authorize the purchase and buildout of four (4) 2022 Ford Explorer Interceptors in an amount not to exceed \$270,000.

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

Section 1: Authorizes a Fiscal Year 2022 budget adjustment to establish appropriations in the amount of \$30,000 for Capital Improvement Program (“CIP”) Fleet Vehicle Equipment and Accessories for the National City Police Department.

Section 2: Waives the formal bid process pursuant to National City Municipal Code 2.60.260 regarding cooperative purchasing authorizing the City to piggyback onto the County of San Diego’s Contract # 564083 with Penske Ford Automotive LLC, dba Penske Ford.

Section 3: Waives the formal bid process under NCMC 2.60.220 (B) regarding exception to bidding requirements authorizing the buildout with sole source vendor AEP for four (4) new 2022 Ford Explorer Interceptors in an amount not-to-exceed \$270,000.

Section 4: Affirm the Purchasing agent’s determination that the County of San Diego’s Contract # 564083 with Penske Ford Automotive LLC, dba Penske Ford was competitively bid and that the procurement procedures substantially comply with those of the City.

Section 5: 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 15th 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, 1\) authorizing the Mayor to execute Program Supplement Agreement \(PSA\) No. U51 Rev. 1 with the State of California Department of Transportation \(Caltrans\) for the Citywide Bike Wayfinding Project to allow for reimbursement of up to \\$95,000 in eligible project expenditures through the State Active Transportation Program \(ATP\); and 2\) authorizing the establishment of an Engineering Grant Funds appropriation of \\$95,000 and corresponding revenue budget. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: March 15, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City, California, 1) authorizing the Mayor to execute Program Supplement Agreement (PSA) No. U51 Rev. 1 with the State of California Department of Transportation (Caltrans) for the Citywide Bike Wayfinding Project to allow for reimbursement of up to \$95,000 in eligible project expenditures through the State Active Transportation Program (ATP); and 2) authorizing the establishment of an Engineering Grant Funds appropriation of \$95,000 and corresponding revenue budget.

PREPARED BY: Jose Lopez, Deputy City Engineer

PHONE: 619-336-4312

DEPARTMENT: Engineering and Public Works

APPROVED BY: _____

EXPLANATION:

See attached explanation.

FINANCIAL STATEMENT:

ACCOUNT NO.

ATP Grant - \$95,000

Revenue Account No. 296-01925-3463

Expenditure Account No. 296-409-500-598-1925 (Citywide Bike Wayfinding)

No local match required.

APPROVED: _____

FINANCE

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

A CEQA Categorical Exemption was filed with the San Diego County Recorder on October 12, 2021.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt Resolution authorizing the Mayor to execute PSA No. U51 Rev. 1 with Caltrans for the Citywide Bike Wayfinding Project to allow for reimbursement of up to \$95,000 in ATP grant funds.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation w/Exhibits
2. Program Supplement Agreement
3. Resolution

Explanation

On January 30, 2019, the California Department of Transportation (Caltrans) awarded a \$942,000 State Active Transportation Program (ATP) grant for the Citywide Bike Wayfinding Project. The state has allocated \$15,000 for the Environmental and Permits phase and \$95,000 for the Plans, Specifications, and Estimates (PS&E) phase. At the conclusion of the PS&E phase, staff will allocate the construction funds in the amount of \$832,000. Staff will return to City Council to appropriate the funds once they have been allocated by Caltrans.

On March 25, 2020, Caltrans authorized the City to proceed with the Environmental & Permits phase in the amount of \$15,000.

On June 2, 2020, City Council adopted Resolution No. 2020-98 authorizing the Mayor to execute Program Supplement Agreement (PSA) No. U51 with Caltrans for the Citywide Bike Wayfinding Project to allow for reimbursement of up to \$15,000 in eligible project expenditures through the State ATP.

On December 9, 2021, Caltrans authorized the City to proceed with the PS&E phase in the amount of \$95,000.

The project proposes to install more than 100 signs and approximately four kiosks at decision points throughout the City's recently constructed bicycle network, consistent with the City's Bicycle Master Plan. The wayfinding signs will direct people on bikes to important destinations such as schools, transit stations, community centers, and parks. It will also direct people to ride on safe bicycle facilities, keeping them off roadways unsuitable for biking to prevent collisions. The signs will have an anti-graffiti coating installed.

SANDAG has provided design guidance on the wayfinding signage across the San Diego region that should be adhered to on all regional bike projects. In the attached Proposed Bikeway Signage exhibit, the "GO by BIKE REGIONAL SIGNAGE" (top left) is consistent with SANDAG's guidelines and the signage will be installed on regional bicycle wayfinding locations per the attached Project Improvement Map. Additionally, SANDAG encourages local jurisdictions apply the design principles to local bikeway signage (bottom left), which will be installed on local bicycle wayfinding locations per the attached Project Improvement Map.

City Council Resolution authorizing the Mayor to execute Program Supplement Agreement No. U51 Rev. 1 to Administering Agency-State Master Agreement No. 00013S is required to allow for reimbursement of eligible project expenditures through the ATP grant.

Design is anticipated to be finalized in Q1 of FY 2023. Staff will then submit a construction authorization request for Caltrans to authorize the construction funds in Q2 of FY 2023.

Explanation

On January 30, 2019, the California Department of Transportation (Caltrans) awarded a \$942,000 State Active Transportation Program (ATP) grant for the Citywide Bike Wayfinding Project. The state has allocated \$15,000 for the Environmental and Permits phase and \$95,000 for the Plans, Specifications, and Estimates (PS&E) phase. At the conclusion of the PS&E phase, staff will allocate the construction funds in the amount of \$832,000. Staff will return to City Council to appropriate the funds once they have been allocated by Caltrans.

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PROPOSED BIKEWAY SIGNAGE

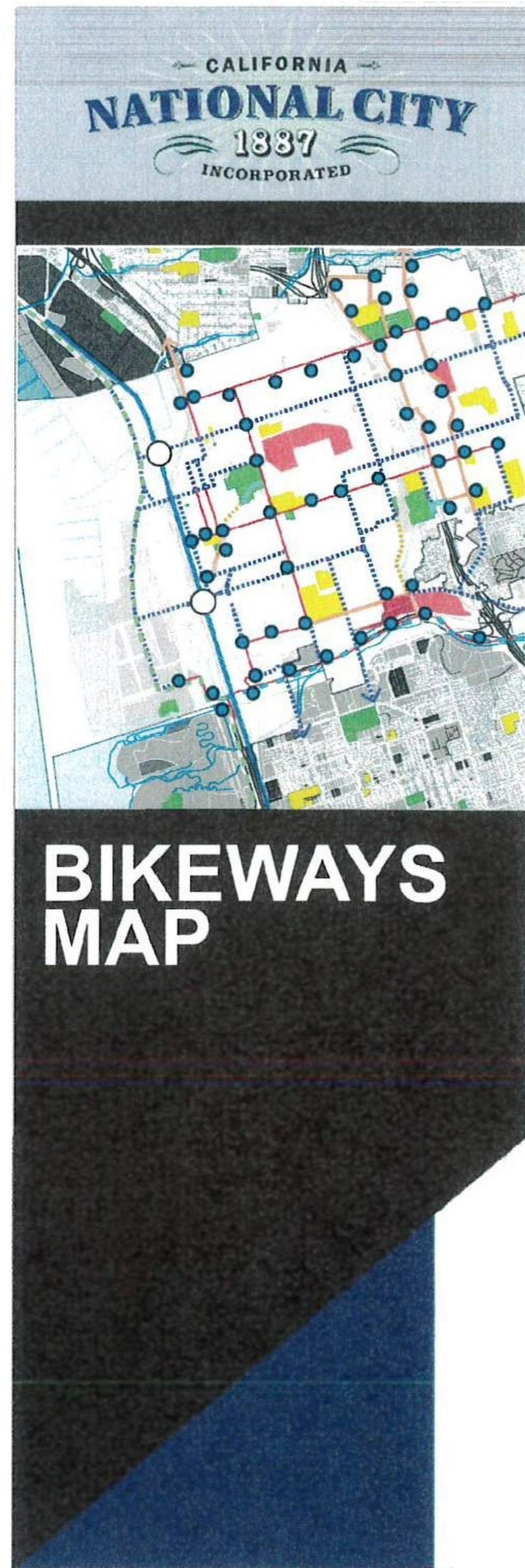


↑	SDSU	1.8
←	City Heights	1.6
→	La Mesa	5.1

GO by BIKE REGIONAL SIGNAGE

↑	Kimball Park	1.2
←	City Hall	1.8
→	Pier 32	3.8

PROPOSED CITY BIKEWAY SIGNAGE



PROPOSED ORIENTATION KIOSK

NATIONAL CITY BIKE WAYFINDING PLAN

PEDESTRIAN AND BICYCLE CONNECTIVITY

JULY 2018

PROGRAM SUPPLEMENT NO. U51 Rev. 1
 to
 ADMINISTERING AGENCY-STATE AGREEMENT
 FOR STATE FUNDED PROJECTS NO 00013S

Adv. Project ID 1120000087
 Date: December 23, 2021
 Location: 11-SD-0-NATC
 Project Number: ATPSB1L-5066(047)
 E.A. Number:
 Locode: 5066

This Program Supplement, effective 03/25/2020, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00013S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 05/02/2007 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the ADMINISTERING AGENCY on _____ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: The project will install more than 100 bicycle wayfinding signs at decision points throughout the City's recently constructed bicycle network

TYPE OF WORK: Bicycle Related - Other **LENGTH:** 0.0(MILES)

Estimated Cost	State Funds		Matching Funds	
	STATE		LOCAL	OTHER
\$110,000.00		\$110,000.00	\$0.00	\$0.00

CITY OF NATIONAL CITY

STATE OF CALIFORNIA
 Department of Transportation

By _____
 Title _____
 Date _____
 Attest _____

By _____
 Chief, Office of Project Implementation
 Division of Local Assistance
 Date _____

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

Accounting Officer  Date 12/27/2021 \$110,000.00

SPECIAL COVENANTS OR REMARKS

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

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

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

C. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and STATE Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

D. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.

Documentation will consist of a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

E. This PROJECT is subject to the timely use of funds provisions enacted by the Active Transportation Program guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

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

SPECIAL COVENANTS OR REMARKS

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

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits (E&P), plans specifications & estimate (PS&E), and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the Active Transportation Program (ATP) Guidelines.

I. ADMINISTERING AGENCY indirect costs, as defined in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, to be claimed must be allocated in accordance with an Indirect Cost Allocation Plan (ICAP), submitted, reviewed, and approved in accordance with Caltrans Audits and Investigations requirements which may be accessed at: www.dot.ca.gov/hq/audits/.

ADMINISTERING AGENCY agrees to comply with, and require all sub-recipients and project sponsors to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, and all applicable Federal and State laws and regulations.

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

Any Fund expenditures for costs for which ADMINISTERING AGENCY has received

SPECIAL COVENANTS OR REMARKS

payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, or 48 CFR, Chapter 1, Part 3, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Funds due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

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

K. This PROJECT has received funds from Active Transportation Program (ATP). The ADMINISTERING AGENCY agrees to administer the project in accordance with the CTC Adopted SB1 Accountability and Transparency Guidelines.

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

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AUTHORIZING THE MAYOR TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT (PSA) NO. U51 REV. 1 WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE CITYWIDE BIKE WAYFINDING PROJECT; AND 2) AUTHORIZING THE ESTABLISHMENT OF AN ENGINEERING GRANT FUNDS APPROPRIATION OF \$95,000 AND CORRESPONDING REVENUE BUDGET

WHEREAS, on January 30, 2019, the California Department of Transportation (“Caltrans”) awarded a \$942,000 State Active Transportation Program (“ATP”) grant for the Citywide Bike Wayfinding Project (“Project”); and

WHEREAS, on June 2, 2020, City Council adopted Resolution No. 2020-98 authorizing the Mayor to execute Program Supplement Agreement (“PSA”) No. U51 with Caltrans for the Project to allow for reimbursement of up to \$15,000 in eligible project expenditures through the State ATP; and

WHEREAS, the Project proposes to install more than 100 signs and approximately four (4) kiosks at decision points throughout the City’s recently constructed bicycle network, consistent with the City’s Bicycle Master Plan; and

WHEREAS, City Council Resolution authorizing the Mayor to execute PSA No. U51 Rev. 1 to Administering Agency-State Master Agreement No. 00013S is required to allow for reimbursement of eligible project expenditures through the ATP grant; and

WHEREAS, City staff recommends City Council adopt this Resolution authorizing the Mayor to execute PSA No. U51 Rev. 1 with the Caltrans for the Citywide Bike Wayfinding Project to allow for reimbursement of up to \$95,000 in eligible project expenditures through the State ATP.

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

Section 1: Authorizes the Mayor to execute Program Supplement Agreement (“PSA”) No. U51 Rev. 1 with the State of California Department of Transportation (Caltrans) for the Citywide Bike Wayfinding Project to allow for reimbursement of up to \$95,000 in eligible project expenditures through the State Active Transportation Program (“ATP”).

Section 2: Authorizes the establishment of an Engineering Grant Funds appropriation of \$95,000 and corresponding revenue budget.

Resolution No. 2022 -
Page Two

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

PASSED and ADOPTED this 15th 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: [Acceptance of the Housing Element 2021 Annual Progress Report pursuant to California Code Section 654000. \(Housing Authority\)](#)

Please scroll down to view the backup material.


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

MEETING DATE: March 15, 2022

AGENDA ITEM NO. |

ITEM TITLE:

Acceptance of the Housing Element 2021 Annual Progress Report pursuant to California Code Section 654000.

PREPARED BY: Myra Martinez, 
Housing Programs Specialist II

DEPARTMENT: Housing Authority

PHONE: (619) 336-4301

APPROVED BY:  _____

EXPLANATION:

See attachment No. 1

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

No Fiscal Impact – This report is informational only, there is no fiscal impact associated with the report.

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:

Direct staff to file Annual Progress Report with California Department of Housing and Community Development (HCD) prior to the April 1, 2022 Deadline as required by Government Code Section 65400.

BOARD / COMMISSION RECOMMENDATION:

Not applicable to this report.

ATTACHMENTS:

1. Background
2. Annual Progress Report

City of National City
 March 15, 2022
 Staff Report Explanation

Acceptance of the Housing Element 2021 Annual Progress Report pursuant to California Code Section 65400.

OVERVIEW: Government Code section 65400 requires that each city, county, or city and county, including charter cities, prepare an annual progress report (APR) on the status of the housing element of its general plan and progress in its implementation, using forms and definitions adopted by the California Department of Housing and Community Development (HCD). The following form is to be used for satisfying the reporting requirements of Government Code section 65400, subdivision (a)(2).

These forms and instructions, originally adopted March 27, 2010, have been updated to incorporate new housing element APR requirements pursuant to Chapter 374, Statutes of 2017 (Assembly Bill 879); Chapter 366, Statutes of 2017 (Senate Bill 35); Chapter 664, Statutes of 2019 (Assembly Bill 1486); Chapter 159, Statutes of 2019 (Assembly Bill 101); Chapter 661, Statutes of 2020 (Assembly Bill 1255); Chapter 15, and Statutes of 2020 (Assembly Bill 83).

Providing the report to HCD and OPR fulfills state housing law requirements to report certain information, including the progress in meeting the City's share of the Regional Housing Needs Assessment (RHNA). Furthermore, submitting the APR to the state ensures that the City is eligible for grants and other funding sources that require filing the report. The report is also submitted to the San Diego Association of Governments to qualify for certain discretionary funds administered by SANDAG.

THE APR CONSISTS OF THE FOLLOWING TABLES:

- TABLE A – Housing Development Applications Submitted
 - Table A includes only housing units and developments for which an application was deemed complete between January 1 and December 31 of the reporting year identified in the table. The application is either for a discretionary entitlement or where only a ministerial process is required.
 - In 2021, Three housing development applications were submitted for 35 units within three projects. There are (2) 2 to 4 housing units and (1) multifamily units.
- TABLE A2 – Annual Building Activity Report Summary - New Construction, Entitled, Permits, and Completed Units.
 - Table A2 summarizes entitlements, permits, and completion of units during the reporting period. Building permits were issued for 299; ten units received final occupancy approval during the 2021 reporting period.
- TABLE B – Regional Housing Needs Allocation Progress – Permitted Units Issued By Affordability.
 - Table B shows the City's progress in achieving its RHNA allocation during the housing element planning period (2021-2029). The total (beginning) RHNA allocation is 5,437 units. In 2021, 131 units were permitted.
- TABLE C – Sites Identified or Rezoned to Accommodate Shortfall Housing Need.

City of National City
March 15, 2022
Staff Report Explanation

- This requirement does not apply to the City since adequate sites were identified in the adopted Housing Element.
- TABLE D – Program Implementation Status pursuant to Government Code section 65583.
 - Table D provides the implementation status of programs in the adopted Housing Element.
- TABLE E – Commercial Development Bonus Approved pursuant to Government Code section 65915.7.
 - No units were produced in the City using this provision of the Government Code.
- TABLE F – Units Rehabilitated, Preserved, and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1, subdivision (c)(2).
 - No units were produced in the City using this provision of the Government Code.
- TABLE G – Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of, Pursuant to Government Code Section 65400.1
 - No locally owned or controlled lands were declared surplus using the government code provisions.
- TABLE H – Locally Owned or Controlled Lands Declared Surplus Pursuant to Government Code Section 54221, or Identified as Excess Pursuant to Government Code Section 50569
 - No locally owned or controlled lands were declared surplus using the provisions of the government codes.

Units are identified by affordability by household income as established by HCD's income limit charts. The household income categories are based on the area median income (AMI) for San Diego County, \$95,100 for a family of four in 2021.

- Very low-income households (50% AMI)
- Low-income households (80% AMI)
- Moderate-income households (120% AMI)
- Above-moderate households (>120% AMI)

Unit types are categorized as one of the following:

- Single-family detached units
- Single-family attached units
- Two to four-unit structure
- Five or more unit structure
- Accessory dwelling unit
- Mobile home/manufactured home

Units are identified as either proposed or planned at initial occupancy for either renter occupant (R) or owner occupant (O) were apparent at the time of project application.

Please Start Here

General Information	
Jurisdiction Name	National City
Reporting Calendar Year	2021
Contact Information	
First Name	Myra
Last Name	Martinez
Title	Housing Programs Specialist II
Email	mmartinez@nationalcityca.gov
Phone	6193364301
Mailing Address	
Street Address	140 E 12th St Suite B
City	National City
Zipcode	91950

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

v 1_13_2022

Optional: This runs a macro which checks to ensure all required fields are filled out. The macro will create two files saved in the same directory this APR file is saved in. One file will be a copy of the APR with highlighted cells which require information. The other file will be list of the problematic cells, along with a description of the nature of the error.

Optional: Save before running. This copies data on Table A2, and creates another workbook with the table split across 4 tabs, each of which can fit onto a single page for easier printing. Running this macro will remove the comments on the column headers, which contain the instructions. Do not save the APR file after running in order to preserve comments once it is reopened.

Optional: This macro identifies dates entered that occurred outside of the reporting year. RHNA credit is only given for building permits issued during the reporting year.

Link to the online system: <https://apr.hcd.ca.gov/APR/login.do>

Submittal Instructions
<p>Please save your file as Jurisdictionname2021 (no spaces). Example: the city of San Luis Obispo would save their file as SanLuisObispo2021</p> <p>Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:</p> <ol style="list-style-type: none">1. Online Annual Progress Reporting System - Please see the link to the online system to the left. This allows you to upload the completed APR form into directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. <i>Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.</i>2. Email - If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

Jurisdiction	National City	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle 04/15/2021 - 04/15/2029	

**ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation**

Note: "*" indicates an optional field
Cells in grey contain auto-calculation formulas

(CCR Title 25 §6202)

**Table A
Housing Development Applications Submitted**

Project Identifier				Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus Applications		Application Status	Notes		
1				2	3	4	5							6	7	8	9	10		11	12	
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Was a Density Bonus requested for this housing development?	Was a Density Bonus approved for this housing development?	Please indicate the status of the application.	Notes*
Summary Row: Start Data Entry Below							0	0	0	0	0	0	0	0	35	0	0					
557-091-13	1207 E 8th St			2021-17 SPR	2 to 4	R	7/26/2021								4			No	No	No	Approved	
561-090-02	2007 L Ave			2021-21 SPR	5+	R	8/30/2021								27			No	No	No	Approved	
561-090-18	1616 'M' Ave.			2021-22 LS	2 to 4	O	8/30/2021								4			No	No	No	Approved	

Annual Building						
Project Identifier					Unit Types	
1					2	3
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner
Summary Row: Start Data Entry Below						
	55813216	2705 E 16th St		2021-10570-80871	SFD	R
	66909005	834 Olive Ave		2021-11083-81419	SFD	R
	55606313	433 E 2nd St		2021-11160-81515	SFD	R
	55717203	1330 E 8th St		2021-11179-81583	SFD	R
	55631120	823 E 5th St,		2021-11233-81662	SFD	R
	55631120	821 E 5th St		2021-11234-81663	SFD	R
	55655426	1105 National City Blvd	Courtyards at Kimball	2021-0427737	5+	R
	55612405	322 E Ave		2020-10211-80478	SFD	R
	66914015	913 Angelo Dr		2021-10562-80863	SFD	R
	55612401	307 D Ave		2021-10573-80876	SFD	R
	55821003	2832 E 16th St		2021-10624-80928	SFD	R
	55608249	829 E 2nd St		2021-10637-80941	SFD	R
	55608250	833 E 2nd St		2021-10638-80942	SFD	R
	56022109	1919 B Ave		2021-10763-81078	SFD	R
	55720004	1805 Terry Ln		2021-10766-81081	SFD	R
	55736305	1426 E 15th St		2021-10791-81106	SFD	R
	55823007	2420 E 18th St		2021-10793-81110	SFD	R
	55823007	2424 E 18th St		2021-10797-81113	SFD	R
	56302207	1139 E 26th St		2021-10916-81241	SFD	R
	56128303	2140 L Ave		2021-10966-81294	SFD	R
	56141209	New Address Pending		2021-10977-81306	SFD	R
	56141209	New Address Pending		2021-10989-81532	SFD	R
	56141209	New Address Pending		2021-10989-81533	SFD	R
	56141209	New Address Pending		2021-10989-81534	SFD	R
	56141209	New Address Pending		2021-10989-81535	SFD	R
	56141209	New Address Pending		2021-10989-81536	SFD	R
	56141209	New Address Pending		2021-10989-81537	SFD	R
	56141209	New Address Pending		2021-10989-81551	SFD	R
	56141209	New Address Pending		2021-10989-81552	SFD	R
	55601114	121 E 2nd St		2021-11047-81379	SFD	R
	55601043	306 E Division St		2021-11069-81405	SFD	R
	56141225	2201 E 24th St		2021-11131-81477	SFD	R
	56310001	2620 Virginia Dr		2021-11132-81478	SFD	R
	56116016	1628 Orange St		2021-11136-81482	SFD	R
	56116016	1628 Orange St		2021-11139-81485	SFD	R
	56116016	1628 Orange St		2021-11140-81486	SFD	R
	56116016	1628 Orange St		2021-11141-81487	SFD	R
	56116016	1628 Orange St		2021-11142-81488	SFD	R
	56116016	1628 Orange St		2021-11143-81489	SFD	R
	56116016	1628 Orange St		2021-11144-81490	SFD	R
	56116016	1628 Orange St		2021-11145-81491	SFD	R
	56116016	1628 Orange St		2021-11146-81492	SFD	R
	56116016	1628 Orange St		2021-11147-81493	SFD	R
	55709209	1333 E 7th St		2021-11170-81573	SFD	R
	55709209	1333 E 7th St		2021-11171-81574	SFD	R
	56142013	2205 Prospect St		2021-11177-81581	SFD	R
	56142013	2205 Prospect St		2021-11178-81582	SFD	R
	55631120	819 E 5th St		2021-11198-81606	SFD	R
	55631120	819 E 5th St		2021-11200-81608	SFD	R
	55631120	819 E 5th St		2021-11201-81609	SFD	R
	55704236	525 Q Ave		2021-11206-81615	SFD	R
	55730113	2219 E 11th St		2021-11209-81618	SFD	R
	56426137	3231 Alta Dr		2021-11211-81620	SFD	R
	56426137	3231 Alta Dr		2021-11212-81621	SFD	R
	55631315	1023 E 6th St		2021-11220-81640	SFD	R

Table A2

Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Affordability by Household Incomes - Completed Entitlement								
4							5	6
Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements
0	0	0	0	0	0	299		299
						1	01/07/2021	1
						1	06/22/2021	1
						1	07/15/2021	1
						1	07/22/2021	1
						1	08/11/2021	1
						1	08/11/2021	1
		130					05/04/2020	130
						1	11/03/2021	1
						1	01/06/2021	1
						1	01/11/2021	1
						1	01/13/2021	1
						1	01/20/2021	1
						1	01/20/2021	1
						1	03/09/2021	1
						1	03/09/2021	1
						1	03/15/2021	1
						1	03/15/2021	1
						1	03/15/2021	1
						1	04/15/2021	1
						1	05/05/2021	1
						1	05/11/2021	1
						1	07/15/2021	1
						1	07/15/2021	1
						1	07/15/2021	1
						1	07/15/2021	1
						1	07/15/2021	1
						1	07/15/2021	1
						1	07/15/2021	1
						1	07/15/2021	1
						1	07/15/2021	1
						1	07/15/2021	1
						1	07/15/2021	1
						1	06/03/2021	1
						1	06/16/2021	1
						1	07/08/2021	1
						1	07/08/2021	1
						1	07/08/2021	1
						1	07/08/2021	1
						1	07/08/2021	1
						1	07/08/2021	1
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						1	07/20/2021	1
						1	07/20/2021	1
						1	07/21/2021	1
						1	07/21/2021	1
						1	07/28/2021	1
						1	07/28/2021	1
						1	07/28/2021	1
						1	07/29/2021	1
						1	07/29/2021	1
						1	08/03/2021	1
						1	08/03/2021	1
						1	08/09/2021	1

Table A2

Annual Building Activity Report Summary - New Construction, Entitled

Project Identifier			Affordability by Household Income			
Current APN	Street Address	Project Name*	7			
			Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted
			0	0	0	0
55813216	2705 E 16th St					
66909005	834 Olive Ave					
55606313	433 E 2nd St					
55717203	1330 E 8th St					
55631120	823 E 5th St,					
55631120	821 E 5th St					
55655426	1105 National City Blvd	Courtyards at Kimball			130	
55612405	322 E Ave					
66914015	913 Angelo Dr					
55612401	307 D Ave					
55821003	2832 E 16th St					
55608249	829 E 2nd St					
55608250	833 E 2nd St					
56022109	1919 B Ave					
55720004	1805 Terry Ln					
55736305	1426 E 15th St					
55823007	2420 E 18th St					
55823007	2424 E 18th St					
56302207	1139 E 26th St					
56128303	2140 L Ave					
56141209	New Address Pending					
56141209	New Address Pending					
56141209	New Address Pending					
56141209	New Address Pending					
56141209	New Address Pending					
56141209	New Address Pending					
56141209	New Address Pending					
56141209	New Address Pending					
56141209	New Address Pending					
55601114	121 E 2nd St					
55601043	306 E Division St					
56141225	2201 E 24th St					
56310001	2620 Virginia Dr					
56116016	1628 Orange St					
56116016	1628 Orange St					
56116016	1628 Orange St					
56116016	1628 Orange St					
56116016	1628 Orange St					
56116016	1628 Orange St					
56116016	1628 Orange St					
56116016	1628 Orange St					
56116016	1628 Orange St					
56116016	1628 Orange St					
56116016	1628 Orange St					
56116016	1628 Orange St					
55709209	1333 E 7th St					
55709209	1333 E 7th St					
56142013	2205 Prospect St					
56142013	2205 Prospect St					
55631120	819 E 5th St					
55631120	819 E 5th St					
55631120	819 E 5th St					
55704236	525 Q Ave					
55730113	2219 E 11th St					
56426137	3231 Alta Dr					
56426137	3231 Alta Dr					
55631315	1023 E 6th St					

Table A2

Annual Building Activity Report Summary - New Construction, Entitled

Project Identifier			Affordability by Hour			
Current APN	Street Address	Project Name*	10			
			Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted
			0	0	1	0
55813216	2705 E 16th St					
66909005	834 Olive Ave					
55606313	433 E 2nd St					
55717203	1330 E 8th St					
55631120	823 E 5th St,					
55631120	821 E 5th St					
55655426	1105 National City Blvd	Courtyards at Kimball				
55612405	322 E Ave					
66914015	913 Angelo Dr					
55612401	307 D Ave					
55821003	2832 E 16th St					
55608249	829 E 2nd St					
55608250	833 E 2nd St					
56022109	1919 B Ave					
55720004	1805 Terry Ln					
55736305	1426 E 15th St					
55823007	2420 E 18th St					
55823007	2424 E 18th St					
56302207	1139 E 26th St					
56128303	2140 L Ave					
56141209	New Address Pending					
56141209	New Address Pending					
56141209	New Address Pending					
56141209	New Address Pending					
56141209	New Address Pending					
56141209	New Address Pending					
56141209	New Address Pending					
56141209	New Address Pending					
56141209	New Address Pending					
55601114	121 E 2nd St					
55601043	306 E Division St					
56141225	2201 E 24th St					
56310001	2620 Virginia Dr					
56116016	1628 Orange St					
56116016	1628 Orange St					
56116016	1628 Orange St					
56116016	1628 Orange St					
56116016	1628 Orange St					
56116016	1628 Orange St					
56116016	1628 Orange St					
56116016	1628 Orange St					
56116016	1628 Orange St					
56116016	1628 Orange St					
56116016	1628 Orange St					
55709209	1333 E 7th St					
55709209	1333 E 7th St					
56142013	2205 Prospect St					
56142013	2205 Prospect St					
55631120	819 E 5th St					
55631120	819 E 5th St					
55631120	819 E 5th St					
55704236	525 Q Ave					
55730113	2219 E 11th St					
56426137	3231 Alta Dr					
56426137	3231 Alta Dr					
55631315	1023 E 6th St					

ed, Permits and Completed Units

Threshold Incomes - Certificates of Occupancy

			11	12
Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness
0	0	9		10
				0
				0
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				0
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Table A2					
Annual Building Activity Report Summary - New Construct					
Project Identifier				Streamlining	Infill
			13	14	15
Current APN	Street Address	Project Name*	How many of the units were Extremely Low Income?*	Was Project APPROVED using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N*
			0	0	
55813216	2705 E 16th St			N	
66909005	834 Olive Ave			N	
55606313	433 E 2nd St			N	
55717203	1330 E 8th St			N	
55631120	823 E 5th St.			N	
55631120	821 E 5th St			N	
55655426	1105 National City Blvd	Courtyards at Kimball		N	
55612405	322 E Ave			N	
66914015	913 Angelo Dr			N	
55612401	307 D Ave			N	
55821003	2832 E 16th St			N	
55608249	829 E 2nd St			N	
55608250	833 E 2nd St			N	
56022109	1919 B Ave			N	
55720004	1805 Terry Ln			N	
55736305	1426 E 15th St			N	
55823007	2420 E 18th St			N	
55823007	2424 E 18th St			N	
56302207	1139 E 26th St			N	
56128303	2140 L Ave			N	
56141209	New Address Pending			N	
56141209	New Address Pending			N	
56141209	New Address Pending			N	
56141209	New Address Pending			N	
56141209	New Address Pending			N	
56141209	New Address Pending			N	
56141209	New Address Pending			N	
56141209	New Address Pending			N	
56141209	New Address Pending			N	
55601114	121 E 2nd St			N	
55601043	306 E Division St			N	
56141225	2201 E 24th St			N	
56310001	2620 Virginia Dr			N	
56116016	1628 Orange St			N	
56116016	1628 Orange St			N	
56116016	1628 Orange St			N	
56116016	1628 Orange St			N	
56116016	1628 Orange St			N	
56116016	1628 Orange St			N	
56116016	1628 Orange St			N	
56116016	1628 Orange St			N	
56116016	1628 Orange St			N	
56116016	1628 Orange St			N	
56116016	1628 Orange St			N	
56116016	1628 Orange St			N	
55709209	1333 E 7th St			N	
55709209	1333 E 7th St			N	
56142013	2205 Prospect St			N	
56142013	2205 Prospect St			N	
55631120	819 E 5th St			N	
55631120	819 E 5th St			N	
55631120	819 E 5th St			N	
55704236	525 Q Ave			N	
55730113	2219 E 11th St			N	
56426137	3231 Alta Dr			N	
56426137	3231 Alta Dr			N	
55631315	1023 E 6th St			N	

Jurisdiction	National City	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	04/15/2021 - 04/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
 Please contact HCD if your data is different than the material supplied here

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2									3	4
Income Level		RHNA Allocation by Income Level	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	645	-	-	-	-	-	-	-	-	-	-	645
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-	
Low	Deed Restricted	506	-	-	-	-	-	-	-	-	-	-	506
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-	
Moderate	Deed Restricted	711	-	-	-	-	-	-	-	-	-	-	711
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-	
Above Moderate		3,575	6	-	-	-	-	-	-	-	-	6	3,569
Total RHNA		5,437											
Total Units			6	-	-	-	-	-	-	-	-	6	5,431

Note: units serving extremely low-income households are included in the very low-income permitted units totals and must be reported as very low-income units.
 Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will include units that were permitted since the start of the planning period.
 Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Jurisdiction	National City	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	04/15/2021 - 04/15/2029

**ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation**

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

(CCR Title 25 §6202)

Table C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below																	

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	National City		
Reporting Year	2021	(Jan. 1 - Dec. 31)	
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Housing Production Monitoring Program	Submit a report to the Department of Housing and Community Development prior to the Statutory deadline.	Prepare and submit a report annually pursuant to statute during the eight-year planning cycle.	The annual report was prepared for the previous calendar year and submitted to HCD, OPR, and SANDAG.
Housing Choice Voucher (Section 8) Rental Assistance Program	Maintain 911 units of project-based housing and 1,123 tenant-based vouchers. Outreach and education on the State Source of Income protection SB 329 and SB 322 recognize public subsidies (including Section 8) as a legitimate source of income for rent payments.	Monitoring annually during the eight-year planning cycle.	Continue to maintain housing units for 1,123 Housing Choice Vouchers, Project-Based Housing, and 32 Emergency Housing Vouchers.
First-Time Homebuyer Program	Assist an average of 2 households per year for a total of 16 households during the eight-year planning period.	Average of 2 households per year for a total of 16 households during the eight-year planning period.	No households were assisted through the first-time homebuyer program during the calendar year.
Fair Housing Program	Improve fair housing practices and programs in the City.	Implement on an ongoing basis during the eight-year planning period. Adopt a source of income protection ordinance within the first two years of the eight-year planning period. Conduct bi-annual or periodic testing of discrimination.	Addressed Impediments to Fair Housing through the implementation of the Analysis to Impediments to Fair Housing Plan as reported in the Consolidated Annual Performance and Evaluation Report to the U.S. Department of Housing and Urban Development. Ongoing implementation during the project consultation and entitlement process.
Community Housing Development Organizations (CHDO) Program	Identify and fund CHDOs to pursue affordable housing projects and programs.	Conduct outreach annually as part of the budget process and/or as funding sources become available during the eight-year planning cycle.	Six units were under construction during the planning cycle.

Community Land Trust (CLT) Program	Allow the establishment of community land trusts as needed.	Conduct outreach annually as a part of the budget process and/or as funding sources become available during the eight-year planning cycle.	The City is reviewing models for implementation of a community land trust including the use of city owned properties to develop a CLT model. The plan will be developed within the first two years of the eight-year plan.
Housing Education and Resource Outreach	Host 2 events annually to provide outreach to residents.	Host 2 outreach and education events annually.	CSA San Diego County provides ongoing fair housing services
Focused General Plan and Climate Action Plan (CAP) Update – Infill and Transit-Oriented Development Opportunities	Update the Land Use Element, Circulation Element, and CAP to increase housing opportunities near transit for all residents. Recognize the role of affordable housing in helping the City meet both its RHNA obligations and CAP goals.	Complete within the first two years of the eight-year planning period.	FGPU and CAP was in the development process for the calendar year. The plan will be developed within the first two years of the eight-year plan.
Complete Communities Incentive Program	Promote voluntary inclusionary housing and progress towards National City’s RHNA for all incomes.	Adopt the program within the first two years of the eight-year planning period.	The Completed Communities Incentive Program was in the development process and is proposed as House National City for the calendar year. The plan will be developed within the first two years of the eight-year plan.
Development Impact Fee (DIF) Unit of Measurement Change	Revise fee structure to encourage the production of additional housing units	Complete within the first two years of the eight-year planning period.	The City plans to conduct a DIF study and potentially incorporate waivers to incentivize affordable housing development.
Accessory Dwelling Unit (ADU) Ordinance	Create standards and incentives to promote the development of ADUs for residential uses.	Complete within the first two years of the eight-year planning period.	ADU policy was created and approved by the council on November 2, 2021.
Parking Study	Evaluate reduced parking requirements in strategic areas to encourage the development	Complete the study within the first two years of the eight-year planning period.	A Parking Study was in the development process for the calendar year. The plan will be developed within the first two years of the eight-year plan.

Objective Design Standards	Streamline the processing of multifamily projects.	Complete within the first two years of the eight-year planning period	An Objective Designs Standards Plan was in the development process for the calendar year. The plan will be developed within the first two years of the eight-year plan.
Municipal Code Update	Remove barriers to housing production and encourage the development of underutilized land.	Complete within the first two years of the eight-year planning period.	Municipal code update to remove barriers to housing productions and encourage the development of underutilized land was in the development process for the calendar year. The plan will be developed within the first two years of the eight-year plan.
Development Streamlining and Processing Revisions	Remove governmental barriers to housing production.	Complete within the first two years of the eight-year planning period.	Development streamlining and processing revisions to remove governmental barriers to housing production were in the development process for the calendar year. The plan will be developed within the first two years of the eight-year plan.
Housing Unit Replacement Program	Ensure no net loss of housing units as a result of future development.	Complete within the first two years of the eight-year planning period.	No net loss of housing units was reported for this calendar year. Housing Units Replacement Program is in the development process for the calendar year.
Developer Information Program	Update and maintain informational materials as policies, standards, guidelines, and ordinances are amended or adopted.	Implement on an ongoing basis during the eight-year planning period.	The City has updated its website to facilitate communication with developers and make information readily available.
Housing Strategic Plan	Provide a work plan for the National City Housing Authority to make progress towards Housing Element goals and objectives.	Complete within the first two years of the eight-year planning period.	The National City Housing Strategic Plan was approved on August 3, 2021.
Home Repair Loan Program	Provide loans to 5 lower-income households to address substandard housing conditions.	Implement on an ongoing basis during the eight-year planning period.	No units were rehabilitated with Housing Authority Funds during the calendar year.

At-Risk Inventory and Monitoring Program	Monitor and preserve the affordability of all publicly assisted housing units.	Implement on an ongoing basis during the eight-year planning period.	No at-risk units were converted to market-rate during the calendar year.
Affordable Housing Priority Production	Facilitate progress towards the City's lower and moderate-income RHNA.	Implement on an ongoing basis during the eight-year planning period.	The City has implemented it's the National City Housing Strategic Plan which outlines priorities that will facilitate progress towards meeting RHNA.
Residential Priority Production for Mixed-Use Corridors and Districts	Facilitate progress towards the City's RHNA	Adopt the program within the first three years of the eight-year planning period.	The worked on the House National City Guide during the calendar year. The guide consist of prohousing policies in transit priority and mixed use quarters.
Site Inventory Outreach and Incentives	Facilitate progress towards the City's RHNA.	Adopt the program within the first three years of the eight-year planning period.	The City is tracking vancant and under developed parcels and establishing communitcations with ownership to discuss future development. From the site inventory created throught the Housing Element.
General Comments			

Jurisdiction	National City	
Reporting Period	2021	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	04/15/2021 - 04/15/2029

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table E

Commercial Development Bonus Approved pursuant to GC Section 65915.7

Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name ⁺	Local Jurisdiction Tracking ID ⁺	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Data Entry Below									

Jurisdiction	National City	
Reporting Period	2021	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	04/15/2021 - 04/15/2029

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

(CCR Title 25 §6202)

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 ⁺
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	National City	
Reporting Period	2021	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	04/15/2021 - 04/15/2029

NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting year.

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

**ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)**

Table G						
Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of						
Project Identifier						
1				2	3	4
APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Realistic Capacity Identified in the Housing Element	Entity to whom the site transferred	Intended Use for Site
Summary Row: Start Data Entry Below						

Jurisdiction	National City	
Reporting Period	2021	(Jan. 1 - Dec. 31)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Table H						
Locally Owned Surplus Sites						
Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	Street Address/Intersection	Existing Use	Number of Units	Surplus Designation	Parcel Size (in acres)	Notes
Summary Row: Start Data Entry Below						

Jurisdiction	National City	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	04/15/2021 - 04/15/2029

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		6
Total Units		6

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
SFA	0	0	0
SFD	67	6	0
2 to 4	0	0	0
5+	232	0	10
ADU	0	0	0
MH	0	0	0
Total	299	6	10

Housing Applications Summary	
Total Housing Applications Submitted:	3
Number of Proposed Units in All Applications Received:	35
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

Jurisdiction	National City				
Reporting Year	2021	(Jan. 1 - Dec. 31)			
ANNUAL ELEMENT PROGRESS REPORT Local Early Action Planning (LEAP) Reporting (CCR Title 25 §6202)					
<i>Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.</i>					
Total Award Amount	\$ 300,000	Total award amount is auto-populated based on amounts entered in rows 15-26.			
Task	\$ Amount Awarded	\$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
Community Engagement	\$44,928.63	\$0.00	Completed	None	
Land Use Element Update	\$62,819.70	\$0.00	Completed	None	
Mobility Element Update	\$70,703.93	\$0.00	Completed	None	
Housing Element Update	\$56,008.07	\$0.00	Completed	None	
Housing Strategic Plan	\$44,814.05	\$0.00	Completed	None	
Safety Element Update	\$20,725.59	\$0.00	Completed	None	

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		299
Total Units		299

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		6
Total Units		6

Certificate of Occupancy Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	1
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		9
Total Units		10

The following page(s) contain the backup material for Agenda Item: [Warrant Register #32 for the period of 2/04/22 through 2/10/22 in the amount of \\$1,743,504.52. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: March 15, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #32 for the period of 2/04/22 through 2/10/22 in the amount of \$1,743,504.52.
(Finance)

PREPARED BY: Karla Apalategui, Senior Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: *Molly Brown*

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 2/04/22 - 2/10/22. 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>
Kaiser FH Plan	256629	227,410.11	Group #104220 – March 2022
Kaiser FH Plan	256630	213,644.38	Group #104220 – February 2022

FINANCIAL STATEMENT:

APPROVED: *Patricia Suppamer* **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$1,743,504.52.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify Warrants Totaling \$1,743,504.52.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 32



**WARRANT REGISTER # 32
2/10/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
A&B SAW & LAWNMOWER	STIHL RDR CHAIN / FIRE	356595	2/10/22	1,441.90
ACE UNIFORMS & ACCESSORIES INC	FP62MN CORRECT MN NAVY PANTS FY22 / FIRE	356596	2/10/22	1,868.46
AETNA BEHAVIORAL HEALTH	EMPLOYEE ASSISTANCE PROGRAM - FEBRUARY	356597	2/10/22	970.18
ALL FRESH PRODUCTS	FOOD / NUTRITION CENTER	356598	2/10/22	788.77
ASSI SECURITY INC	PROVIDE SECURITY SERVICES AND REPAIRS	356599	2/10/22	150.00
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY22	356600	2/10/22	876.58
BOCKS AWARDS INCORPORATED	MEDAL OF VALOR / PD	356601	2/10/22	2,496.03
BURKE WILLIAMS & SORENSEN LLP	LEGAL SERVICES	356602	2/10/22	17,946.20
CALIFORNIA ASSOCIATION OF CODE	CACEO MEMBERSHIP / NSD	356603	2/10/22	95.00
CAMACHO	TRAINING INTERNAL AFFAIRS INVESTIGATION / PD	356604	2/10/22	340.00
CASTILLO	RFW SENIOR SATURDAYS DJ	356605	2/10/22	1,600.00
CLF WAREHOUSE INC	MOP 80331 GENERAL SUPPLIES - PW	356606	2/10/22	554.09
COLANTUONO HIGHSMITH	COLANTUONO, HIGHSMITH & WHATLEY PC ELECT	356607	2/10/22	7,866.95
CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICALS	356608	2/10/22	2,359.00
COUNTY OF SAN DIEGO	PARKING CITATION REVENUE - NOVEMBER 2021	356609	2/10/22	13,572.50
COUNTY OF SAN DIEGO	PARKING CITATION REVENUE - OCTOBER 2021	356610	2/10/22	6,875.00
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR FY22	356611	2/10/22	234.21
CSMFO	INTRO TO GOV'TAL ACCT'ING - FINANCE	356612	2/10/22	150.00
DAY WIRELESS SYSTEMS	COMM EQUIPMT MNTNCE SVC, FY22 /FIRE	356613	2/10/22	328.00
DISCOUNT SIGNS & BANNERS	HELMET NAMES, REFLECTIVE, WILDLAND/FIRE	356614	2/10/22	46.36
ENTENMANN ROVIN CO	243-11017-2~ NC 243 TT DOME BADGE /FIRE	356615	2/10/22	519.73
ESGIL LLC	PLAN CHECKS FOR FIRE DEPARTMENT FOR FY22	356616	2/10/22	355.20
EXPRESS PIPE AND SUPPLY	CITYWIDE PLUMBING PARTS, MATERIALS TOOL	356617	2/10/22	172.45
FERGUSON ENTERPRISES 1350	MOP 45723 GENERAL SUPPLIES - PW	356618	2/10/22	102.99
GRAINGER	BUILDING SUPPLIES AND EQUIPMENT FY 22	356619	2/10/22	989.72
GRAYBAR ELECTRIC CO INC	NCPD COMMAND VAN 911 UPGRADE	356620	2/10/22	39,541.16
HDL COREN & CONE	CONTRACT SVCS PROPERTY TAX - JAN-MAR 22	356625	2/10/22	3,030.49
KAISER FOUNDATION HEALTH PLAN	GROUP #104220 - MARCH 2022	356629	2/10/22	227,410.11
KAISER FOUNDATION HEALTH PLAN	GROUP #104220 - FEBRUARY 2022	356630	2/10/22	213,644.38
KREISBERG LAW FIRM	LEGAL SERVICES FOR JANUARY 2022	356631	2/10/22	4,000.00
LASER SAVER INC	LASER SAVER MOP FY22	356632	2/10/22	277.15
MASON'S SAW	MOP 45729 GENERAL SUPPLIES - PW	356633	2/10/22	405.54
MAZZARELLA & MAZZARELLA LLP	LEGAL SERVICES / CAO	356634	2/10/22	468.31
MCI AUTO REPAIR	PARTS FOR EMERGENCY VEHICLE	356635	2/10/22	1,661.66
NATIONAL CITY TROPHY	MOP 66556 GENERAL SUPPLIES - PW	356636	2/10/22	86.78
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	356637	2/10/22	440.51
PENSKE FORD	R&M CITY VEHICLES FY 2022	356638	2/10/22	298.38
PERRY FORD-NATIONAL CITY LLC	AUTO SUPPLIES - EQM	356639	2/10/22	1,496.75
POWERSTRIDE BATTERY CO INC	AUTO BATTERIES TO REPLENISH STOCK	356641	2/10/22	108.64
PROFESSIONAL SEARCH GROUP LLC	TEMP SVCS/ FINANCE/CATHERINE BAUTISTA WK	356642	2/10/22	11,321.06
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	356643	2/10/22	513.56
REGIONAL TASK FORCE ON THE	INITIAL SETUP FEES AND HMIS ACCESS FEES	356644	2/10/22	895.00
SAN DIEGO MECHANICAL ENERGY	REPAIRS TO HVAC SYSTEMS AND OTHER	356645	2/10/22	503.00
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	356646	2/10/22	1,081.65
SMART SOURCE OF CALIFORNIA LLC	BUSINESS LICENSE DECALS FOR FY22	356647	2/10/22	1,018.75
SOUTH BAY FENCE INC	SOUTH BAY FENCE ONE YEAR RENTAL	356648	2/10/22	300.00
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES - PW	356649	2/10/22	146.49



**WARRANT REGISTER # 32
2/10/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SUPERIOR READY MIX	ASPHALT, TACK 3/8 SHEET FOR FY 2022	356650	2/10/22	239.21
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY 2022	356652	2/10/22	16,086.23
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES - PW	356653	2/10/22	985.24
TERRA BELLA NURSERY INC	LANDSCAPE SUPPLIES - TREES	356654	2/10/22	296.29
THE NYHART COMPANY	FULL GASB 75 ACTUARIAL REP - 50% UPFRONT	356655	2/10/22	3,725.00
THE PUN GROUP LLP	PROGRESS BILLING #4 - AUDIT FOR THE YEAR	356656	2/10/22	4,775.00
U S BANK	EXPRESSVPN RENEWAL	356657	2/10/22	4,965.52
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS AND MAINTENANCE	356658	2/10/22	1,728.09
VELARDE SALES	LICENSE REIMBURSEMENT	356660	2/10/22	85.00
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY22	356661	2/10/22	10,612.58
VISION SERVICE PLAN	FEBRUARY 2022 - VISION SERVICE PLAN	356662	2/10/22	783.45
WALTERS	TRAINING SLI 5	356663	2/10/22	396.68
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES	356664	2/10/22	2,302.71
WHITE CAP CONSTRUCTION SUPPLY	SAFETY APPAREL FOR PW	356665	2/10/22	444.24
WILLY'S ELECTRONIC SUPPLY	WILLY'S ELECTRONICS MOP FY22	356666	2/10/22	106.26

A/P Total 618,880.19

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>\$ 1,743,504.52</u>

The following page(s) contain the backup material for Agenda Item: [Warrant Register #33 for the period of 2/11/22 through 2/17/22 in the amount of \\$1,802,216.12. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: March 15, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #33 for the period of 2/11/22 through 2/17/22 in the amount of \$1,802,216.12.
(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 2/11/22 - 2/17/22. 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>
Harris Personal Injury Lawyers	356693	54,000.00	Liability Claim Costs
City of San Diego	90690	1,513,863.00	Transportation – Sewer Treatment
Admisure Inc	90693	74,165.94	WC Account Replenishment

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$1,802,216.12.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify Warrants Totaling \$1,802,216.12.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 33



WARRANT REGISTER # 33
2/17/2022

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACE UNIFORMS & ACCESSORIES INC	FP62MN CORRECT MN NAVY PANTS FY22 / FIRE	356667	2/17/22	939.34
ALDEMCO	FOOD / NUTRITION CENTER	356668	2/17/22	3,129.35
ALL FRESH PRODUCTS	CONSUMABLES / NUTRITION	356669	2/17/22	1,483.30
AMAZON	LAMINATION SUPPLIES / NUTRITION	356670	2/17/22	61.35
BOOT WORLD	MOP 64096 SAFETY BOOTS - PW	356671	2/17/22	92.96
C A P F	FEBRUARY 2022 - FIRE LTD	356672	2/17/22	1,062.00
CALIFORNIA ASSOCIATION OF	CACEO CERTIFICATION CORDOVA / NSD	356673	2/17/22	295.00
CALIFORNIA LAW ENFORCEMENT	FEBRUARY 2022 - PD LTD	356674	2/17/22	2,082.50
CARDOZA	TRAINING ADV SUB FORCE SCIENCE	356675	2/17/22	1,213.70
CITY OF NATIONAL CITY	PETTY CASH REPLENISHMENT NOV 2021	356676	2/17/22	67.35
COLANTUONO HIGHSMITH	PROFESSIONAL SERVICES / CAO	356677	2/17/22	58.00
CORODATA RECORDS	DOCUMENT AND RECORDS STORAGE FOR FY22	356678	2/17/22	125.40
COUNTY OF SAN DIEGO	PARKING CITATION REVENUE - JUNE 2021	356679	2/17/22	7,017.50
CRUZ	CITATION REFUNDS - JANUARY 2022	356680	2/17/22	30.00
DELTA DENTAL	FEBRUARY 2022 - GRP #05-0908600000	356681	2/17/22	14,772.68
DELTA DENTAL INSURANCE CO	FEBRUARY 2022 - GRP #05-7029600000	356682	2/17/22	2,351.07
DELTA DENTAL INSURANCE CO	FEBRUARY 2022 - GRP #05-7029600002	356683	2/17/22	40.11
DUGGER	CITATION REFUNDS - DECEMBER 2021	356684	2/17/22	10.00
EXOS COMMUNITY SERVICES LLC	EXOS JANUARY PROFESSIONAL SERVICES	356685	2/17/22	21,659.13
FERGUSON ENTERPRISES 1350	MOP 45723 GENERAL SUPPLIES - PW	356686	2/17/22	44.08
FIRE ETC	FIRE SAFETY STATION BOOTS/FOOTWEAR, FY	356687	2/17/22	1,873.20
GONZALES	TRAINING SLI 1 REIMB RGNZL	356688	2/17/22	765.25
GONZALES	TRAINING ADV SUB SLI2	356689	2/17/22	396.68
GRAINGER	MOP 65179- LI ION RECHARGBLE BATTERY/FIRE	356690	2/17/22	441.85
GUERRERO	FOLKLORICO INSTRUCTOR / CSD	356691	2/17/22	3,897.60
HAMEL	EDUCATION REIMBURSEMENT	356692	2/17/22	532.48
HARRIS PERSONAL INJURY LAWYERS	LIABILITY CLAIM COSTS	356693	2/17/22	54,000.00
HERNANDEZ	TRAINING REIM CHIEF BEYND BASIC	356694	2/17/22	329.55
HERTZ VEHICLES LLC	CITATION REFUNDS - JANUARY 2022	356695	2/17/22	70.00
HONDA	CITATION REFUNDS - JANUARY 2022	356696	2/17/22	50.00
JASSO	CITATION REFUNDS - NOVEMBER 2021	356697	2/17/22	10.00
KEYSER MARSTON ASSOCIATES INC	CONSULTING SERVICES / HOUSING	356698	2/17/22	252.50
L N CURTIS & SONS	CFC0122-XL YELLOW CAL FIRE NOMEX WILDLAN	356699	2/17/22	979.59
LEAGUE OF CALIFORNIA CITIES	2022 MEMBERSHP DUES - LEAGUE OF CITIES	356700	2/17/22	20,859.00
LEOS	CITATION REFUNDS - JANUARY 2022	356701	2/17/22	80.00
LIEBERT CASSIDY WHITMORE	PERSONNEL MATTER	356702	2/17/22	22,430.39
MATTHEW A BARRETO	PROFESSIONAL SERVICES / CAO	356703	2/17/22	15,000.00
MICRONICHE INC	PROFESSIONAL SERVICES	356704	2/17/22	900.00
MOLINA	REIMB / NEW LAW & ELECTION CONFERENCE	356705	2/17/22	350.00
MONTON CAPELO	CITATION REFUNDS - JANUARY 2022	356706	2/17/22	35.00
MUNICIPAL CODE CORPORATION	MUNICODE / CITY CLERK OFFICE	356707	2/17/22	1,139.00
NAPA AUTO PARTS	MOP 45735 AUTO SUPPLIES - PW	356708	2/17/22	58.24
NATIONAL CITY TROPHY	HOLIDAY TROPHY	356709	2/17/22	81.56
NORTH AMERICAN RESCUE LLC	STATION INDIVI BASIC RED CLR WALL MOUNT	356710	2/17/22	2,054.22
OFFICE SOLUTIONS BUSINESS	OFFICE SUPPLIES - OFFICE SOLUTIONS - MOP	356711	2/17/22	168.12
PACIFIC REFRIGERATION INC	SERVICE AND REPAIRD FOR STEAM KETTLE	356712	2/17/22	1,616.21
PADRE JANITORIAL SUPPLIES	CONSUMABLES / NUTRITION	356713	2/17/22	434.78



**WARRANT REGISTER # 33
2/17/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	356714	2/17/22	101.66
PENSKE FORD	R&M CITY VEHICLES FY 2022	356715	2/17/22	406.54
POWERSTRIDE BATTERY CO INC	AUTO BATTERIES TO REPLENISH STOCK / PW	356716	2/17/22	1,255.89
PRO BUILD COMPANY	MOP A KIMBALL HOLIDAY	356717	2/17/22	1,144.43
PROFESSIONAL SEARCH GROUP LLC	RECRUITMENT SERVICES	356718	2/17/22	2,978.57
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	356719	2/17/22	142.98
RODRIGUEZ	CITATION REFUNDS - JANUARY 2022	356720	2/17/22	10.00
SAFETY-KLEEN SYSTEMS, INC	GASTEC AQUEOUS PW SAMPLE TUBE/FIRE	356721	2/17/22	231.36
SANDERS	REIMBURSEMENT EMT-P EXPENSES /FIRE	356722	2/17/22	250.00
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS	356723	2/17/22	106.79
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	356724	2/17/22	225.37
SMART & FINAL	CASA DE SALUD CDBG GRANT - SNACKS	356725	2/17/22	426.48
SOSA	TRAINING REIM PHYSICAL TRAINING	356726	2/17/22	68.48
STAPLES BUSINESS ADVANTAGE	MOP CDBG TEEN CASA DE SALUD	356727	2/17/22	575.71
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION FY 2022	356728	2/17/22	62.82
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	356729	2/17/22	3,529.29
THE COUNSELING TEAM INTERNATIO	EMPLOYEE SUPPORT SVCS COUNSELING/ FIRE	356730	2/17/22	825.00
THE STAR NEWS	VARIOUS ADVERTISING NOTICES FOR FY22	356731	2/17/22	4,643.26
TISI	CITATION REFUNDS - DECEMBER 2021	356732	2/17/22	25.00
TORRES CABANELA	CITATION REFUNDS - DECEMBER 2021	356733	2/17/22	35.00
TRANS-LANG	TRANSLATION SERVICES	356734	2/17/22	1,907.50
U S BANK	CC EXPENSES, BRIAN KREPPS/ FIRE	356735	2/17/22	7,403.61
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY 2022	356736	2/17/22	516.30
VEHICLES LLC	CITATION REFUNDS - DECEMBER 2021	356737	2/17/22	70.00
VISTA PAINT	MOP 68834 PAINT SUPPLIES / NSD	356738	2/17/22	576.72
VULCAN MATERIALS COMPANY	ASPHALT, TACK, 3/8 SHEET FY 22	356739	2/17/22	1,230.67
WALKER	CITATION REFUNDS - JANUARY 2022	356740	2/17/22	70.00
WILLY'S ELECTRONIC SUPPLY	MOP45763- 1.5 SHRINKX4' 3:1 ADHESIVE/FIRE	356741	2/17/22	27.71
			A/P Total	214,187.18
WIRED PAYMENTS				
CITY OF SAN DIEGO	TRANSPORTATION – SEWER TREATMENT FEES	90690	2/15/22	1,513,863.00
ADMINSURE INC	WORKERS' COMP ACCOUNT REPLENISHMENT	90693	2/15/22	74,165.94
	GRAND TOTAL			\$ 1,802,216.12

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption 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: 3/15/2022

AGENDA ITEM NO. |

ITEM TITLE:

Adoption 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 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 January 27, 2022. 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 Policy 706 is necessary, because there are no reasonable alternatives that can achieve the same objectives of officer and civilian safety.

2. National City Police Department Policy 706 will safeguard the public's welfare, safety, civil rights, and civil liberties.
3. The military equipment identified in National City Police Department Policy 706 is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
4. National City Police Department Policy 706 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 15th 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 the U.S Department of Housing and Urban Development \(HUD\) 2022-2023 Annual Action Plan and the allocation of 2022-2023 HUD estimated entitlement grant funds and program income to Community Development Block Grant \(CDBG\) and HOME Investment Partnerships \(HOME\) Program activities proposed for the 2022-2023 Annual Action Plan. \(Housing Authority\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: March 15, 2022

AGENDA ITEM NO.

ITEM TITLE:

Public Hearing No. 1 of 2 for the U.S Department of Housing and Urban Development (HUD) 2022-2023 Annual Action Plan and the allocation of 2022-2023 HUD estimated entitlement grant funds and program income to Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program activities proposed for the 2022-2023 Annual Action Plan.

PREPARED BY: Angelita Palma , Housing Programs Manager

DEPARTMENT: Housing Authority

PHONE: (619) 336-4219

APPROVED BY: 

EXPLANATION:

See Attachment No. 2

FINANCIAL STATEMENT:

APPROVED: 

Finance

ACCOUNT NO.

APPROVED: _____

MIS

The City will receive an estimated \$744,200 in CDBG and \$328,300 in HOME Program funds for FY 2023. In addition, the City will reprogram to FY 2023 \$142,387 in HOME program income received.

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:

Conduct the Public Hearing and approve recommendations for the CDBG and HOME funding allocations from the sources identified in the Financial Statement above.

BOARD / COMMISSION RECOMMENDATION:

Not applicable to this report.

ATTACHMENTS:

- Attachment No. 1: 2022-2023 Action Plan Funding Recommendations
- Attachment No. 2: Explanation
- Attachment No. 3: 2020-2024 Overview of Consolidated Plan Priorities and Goals
- Attachment No. 4: Notice of Public Hearing



ESTIMATED
Community Development Block Grant (CDBG) and
HOME Investment Partnership (HOME) Annual Action Plan
Funding Recommendations for HUD Program Year 2022
City Fiscal Year 2022-2023

CDBG Entitlement:	\$ 744,200.00	HOME Entitlement:	\$ 328,300.00
CDBG Program Income 2022:	\$ -	HOME Program Income 2022:	\$ 142,387.00
Total CDBG funds available:	\$ 744,200.00	Total CDBG funds available:	\$ 470,687.00

Community Development Block Grant (CDBG) Program

Non-Public Service Funds Available

Applicant Name	Program Name	FY 2022 Staff Recommendation	FY 2021 Allocation
Fire Department	Fire Station 34 Sections 108 Loan Payment	\$ 588,862.00	\$ 556,892.50

Planning and Administration Funds Available

Applicant Name	Program Name	FY 2022 Staff Recommendation	FY 2021 Allocation
National City Housing Authority	CDBG Program Administration	\$ 108,840.00	\$ 105,678.00
CSA San Diego County	Fair Housing & Tenant Landlord Services	\$ 40,000.00	\$ 41,000.00

CDBG Activity Set-Aside

Applicant Name	Program Name	FY 2022 Staff Recommendation	FY 2021 Allocation
National City Housing Authority	CDBG Activity Set-Aside	\$ 6,498.00	\$ -

CDBG TOTAL: \$ 744,200.00

HOME Investments Partnership(HOME) Program

Project Funds

Applicant Name	Program Name	FY 2022 Staff Recommendation	FY 2021 Allocation
National City Housing Authority	Affordable Housing Activities Set-Aside	\$ 374,373.00	\$ -
National City Housing Authority set-aside for a Community Housing Development Organization	CHDO Set-Aside	\$ 49,245.00	\$ 49,248.91

Planning and Administration

Applicant Name	Program Name	FY 2022 Staff Recommendation	FY 2021 Allocation
National City Housing Authority	HOME Program Administration	\$ 47,069.00	\$ 51,596.00

HOME TOTAL: \$ 470,687.00

The numbers above are estimated entitlement awards for CDBG and HOME is estimated. U.S Department of Housing and Urban Development (HUD) has not released funding allocations for program year 2022- 2023. Staff has proposed program funding recommendations for consideration by City Council. Funding commitments to any activity will depend on the ability to fund the activity with the actual award made to the City by HUD.

When HUD releases the final CDBG entitlement award, if additional funding is received it will be applied to the recommended CDBG Activity Set-Aside. If there is a decrease in the CDBG entitlement award, the CDBG Set-Aside and activities listed under Program Administration will be decreased proportionately. Likewise, if the HOME entitlement award is increased or decreased, each HOME activity will increase or decrease proportionally.

The City Manager will review and accept the final funding commitments as directed by the City Council.

City of National City
March 15, 2022
Staff Report Explanation

Public Hearing No. 1 of 2 for the U.S Department of Housing and Urban Development (HUD) 2022-2023 Annual Action Plan and the allocation of 2022-2023 HUD estimated entitlement grant funds and program income to Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program activities proposed for 2022-2023 Annual Action Plan.

OVERVIEW: The U.S. Department of Housing and Urban Development (HUD) provides annual grants on a formula basis to entitlement cities and counties, including the City of National City for its Community Planning and Development Programs (CPD). The City of National City (City) receives Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program funds on an annual basis. The primary statutory objectives of the CDBG Program are to develop viable urban communities by providing decent housing, a suitable living environment, and by expanding economic opportunities, principally for low and moderate-income persons. The intent of the HOME Program is to expand the supply of decent, safe, sanitary, and affordable housing.

The 2020-2024 Consolidated Plan is the framework for the HUD CDBG and HOME entitlement programs. The Consolidated Plan outlines the City's housing and non-housing community development needs and priorities over five years. An overview of the Consolidated Plan's goals and priorities is attached to this staff report (Attachment No. 3). In addition, the entire Consolidated Plan and program information can be found at www.nationalcityca.gov/cdbg-home.

PUBLIC NOTICING: Public participation is an essential part of the development of the Annual Action Plan. All noticing for this process which sets forth the City's policies and procedures for public participation is described in the Citizen and Community Participation Plan per City Council Resolution 2020-84 and can be found at www.nationalcityca.gov/cdg-home.

FUNDING AVAILABILITY: For fiscal year (FY) 2022-2023, HUD program year 2022 staff estimates the City will receive an estimated \$744,200 in CDBG entitlement funds. Of that amount, a maximum of 15% of the total allocation may be made available for public services programs and projects. Another 20% of the CDBG allocation is reserved for administration and mandatory fair housing requirements. The remainder (after reduction for required Section 108 debt service payments) will be available for non-public service programs such as public facilities and infrastructure projects. The Section 108 loan payment increases each year, which means fewer dollars can be allocated to public services, facilities, and infrastructure projects. With the Section 108 loan payment for FY 2022-2023 at \$588,862 no other applications were accepted other than for fair housing and tenant-landlord services. The final Section 108 loan payment will be paid made in FY 2023-2024.

HOME entitlement funds are estimated at \$328,300 for FY 2022-2023. Of that amount, 15% is set aside for Community Housing Development Organizations (CHDO). Another 20% of the HOME allocation is reserved for administration. The remaining amount will be set aside for an affordable housing activity.

City of National City
March 15, 2022
Staff Report Explanation

In addition to the entitlement funds discussed above, \$142,387 in HOME funds from program income will be reallocated to HOME activities (Attachment No. 1).

ELIGIBLE APPLICANTS: In consideration of funding availability described above and stated in CDBG Program Guidelines posted online at www.nationalcityca.gov/cdg-home, the Housing Authority solicited the CDBG application to non-profit fair housing service providers. Qualified agencies were invited to apply for funding to address the City and Consolidated Plan priorities. Agencies considered for funding should already provide a similar service and appear to be capable of deploying the service following the City's program guidelines and HUD rules and regulations found at 24 CFR Part 570 and 24 CFR Part 92.

NOTICE OF FUNDING: The City Council was notified of the 2021-2022 Action Plan development process and Notice of Funding Availability (NOFA) was made available to interested parties on November 16, 2021.

APPLICATION REVIEW PROCESS: Submitted applications are first determined to be eligible under CDBG and HOME rules and regulations, Consolidated Plan goals and priorities, and were further evaluated based on the following criteria:

- Demonstrated organizational or community need
- Experience with administering CDBG/HOME or federal grant funds
- Organization's capacity, experience with projects of similar type
- Budget and value of proposed work and deliverables for dollars invested
- Quality of the approach, clarity, rationale, and feasibility

FUNDING RECOMMENDATIONS/ANNUAL ACTION PLAN APPROVAL: Project and Program funding recommendations for the CDBG and HOME entitlement grant funds and program income will be presented at the first public hearing held on March 15, 2022. A second Public Hearing will be conducted on May 3, 2022, to review public comments received during a 30-day public review period (March 18 through April 17, 2021) of the draft 2021-2022 Annual Action Plan; and to provide interested persons and community groups with one last opportunity to share their thoughts regarding the Plan and the CDBG and HOME Program activities being proposed. After all public comments have been considered at the Public Hearing on May 3, 2022, the City Council will adopt the 2022-2023 Action Plan and proposed CDBG and HOME Program funding recommendations.

HUD REVIEW: Upon receipt of the 2022-2023 Action Plan, HUD has 45 days to review and accept it. The Plan specifically details the City's utilization of its CDBG and HOME program funds. HUD acceptance notices will be received in mid to late July.

City of National City
March 15, 2022
Staff Report Explanation

CDBG & HOME Programs

Annual Action Plan Timeline	
Date	Action
Tuesday, November 16, 2021	CDBG/HOME Notice of funding availability and grant funding applications available
Monday, December 6, 2021	Application submission deadline for CDBG and HOME FY 2022 funding is due at 6:00 P.M.
January - April	Drafting of the 2022-2023 Action Plan
February	Application Review Period
March 4, 2022 to March 14, 2022	10-day Notice of Public Review Period and Notice of Public Hearing for the Draft 2022-2023 Action Plan
Tuesday, March 15, 2022	Public Hearing No.1 on the 2022-2023 Action Plan and applicatn funding recommendation to the City Council
March 18, 2022 to April 17, 2022	30-day Notice Public Review period and Notice of Public Hearing for the Draft 2022-2023 Action Plan
Tuesday, May 3, 2022	Virtual Public Hearing No. 2 (Final) to Approve the Draft 2022-2023 Action Plan
Monday, May 16, 2022	Submission of the 2022-2023 Annual Action Plan to HUD
May	Application Award Notification
June - July	Begin contract negotiations with selected CDBG and HOME subrecipients and initiate enviornmental reviews.
Friday, July 1, 2022	Beginning of Program Year
NOTES	
All dates listed herein are tentative and are subject to change. Therefore, persons relying on this Schedule must contact the CDBG and HOME Program Administer at 619-336-4219 to confirm the actual date of each event listed above as the timeframe nears.	

Consolidated Plan Goals 2020-2024

The 2020-2024 Consolidated Plan is the framework for the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program entitlement programs. The Plan outlines the City's housing and non-housing community development needs and priorities over five years.

1. Goal: Provide Decent and Affordable Housing

- **Priority: Conserve and Improve Existing Affordable Housing**
 - Assistance to aid in the rehabilitation of single-family and multi-family housing units.
 - Acquisition, with or without rehabilitation, of multi-family projects.
 - Conservation of affordable housing at risk of converting to market-rate housing.
- **Priority: Provide Homeownership Assistance**
 - Assistance to low-moderate income households to achieve homeownership
 - Assistance to developers for the acquisition and re-sale of housing units to low-moderate income homebuyers.
- **Priority: Assist in the Development of Affordable Housing**
 - Assistance to developers in the development of affordable housing, including acquisition, land assemblage, construction, conversion, purchase of affordability covenants, or other mechanisms.

2. Goal: Provide Community Facilities and Infrastructure

- **Priority: Provide for Community Facilities and Infrastructure**
 - Provide for new and improve existing community facilities and infrastructure. These may include, but are not limited to: parks and recreation facilities; fire equipment; facilities prioritized on the City's ADA Transition Plan; community facilities; and public streets, sidewalks, curbs, and rights-of-way.
 - Repayment of Fire Station 34 Section 108 loan. Assess the need for and (when determined to be warranted) pursue section 108 loans for large-scale public improvement and revitalization projects.

3. Goal: Provide Community and Supportive Services

- **Priority: Provide Community and Supportive Services**
 - Provide for a variety of community and supportive services, with special emphasis on crime awareness and prevention programs such as code enforcement, services for the homeless, seniors, at-risk youth, the disabled, and other persons with special needs.

4. Goal: Support Initiatives that Reduce Homelessness

- **Priority: Support Initiatives that Reduce Homelessness**
 - Tenant-based rental assistance that targets families that are homeless or housing insecure, and families experiencing domestic violence.

- Participate in the San Diego County Regional Task Force on the Homeless (RTFH) and South Bay Homeless Alliance to assess needs and coordinate efforts to address needs.

5. Goal: Promote Equal Housing Opportunity

- ***Priority: Promote Equal Housing Opportunity***
 - Promote fair housing services provided by the City's fair housing services provider.
 - Comply with fair housing planning requirements (as identified in the Analysis of Impediments to Fair Housing Choice).

6. Goal: Planning and Administration

- ***Priority: Planning and Administration***
 - Invest in the planning and administration of the CDBG and HOME programs.



PUBLIC NOTICE
CITY OF NATIONAL CITY

**FIRST PUBLIC HEARING FOR THE DRAFT FISCAL YEAR 2022-2023
ANNUAL ACTION PLAN**

In accordance with the federal regulations at 24 CFR, Part 91, the City of National City (City) is required to prepare and submit an Annual Action Plan for its Housing and Community Development Entitlement Programs funded by the U.S. Department of Housing and Urban Development (HUD). The 2020-2024 Consolidated Plan outlines the City's housing and non-housing community development needs and priorities over five years. The Action Plan, 2022-2023, outlines how the City intends to spend an estimated \$744,200 in federal Community Development Block Grant (CDBG) and \$328,300 in federal HOME Investment Partnerships (HOME) Program entitlement funds. In addition to the funding sources noted above, the City anticipates allocating \$142,387 in program income earned from the previous year's HOME activities to fund activities listed under the proposed Action Plan.

Notice is hereby given that the City Council of the City of National City will hold the first of two Public Hearings on Tuesday, March 15, 2022, at 6:00 p.m. The purpose of the Public Hearing is to provide an opportunity for public comment on the recommendations made to the City Council for funding of the CDBG and HOME Program activities listed under the 2022-2023 Action Plan. The Consolidated Plan is available for review on the City's website www.nationalcityca.gov/cdbg-home. Hardcopies are available through the office of the City Clerk (1243 National City Boulevard, National City, CA 91950)

A second Public Hearing will be conducted at the regularly scheduled City Council meeting on May 3, 2022, to review public comments received during a 30-day public review period (March 18 through April 17, 2022) of the draft 2022-2023 Annual Action Plan; and to provide interested persons and community groups with one last opportunity to share their thoughts regarding the Plan and the CDBG and HOME Program activities being proposed. After all public comments have been considered at the Public Hearing on May 3, 2022, the City Council will adopt the 2022-2023 Action Plan and proposed CDBG and HOME Program funding recommendations.

Public participation is an essential part of the development of the Annual Action Plan. Interested persons and community groups are invited to watch and participate in these hearings. Both Public Hearings are anticipated to be held online at www.nationalcityca.gov/webcast.

Public comment may be submitted prior to the meeting in writing by email at publiccomment@nationalcityca.gov; please provide the agenda item number or title of the item in the subject line of the email. Public comments or testimony are limited to three (3) minutes. All email comments received by 1:00 p.m. on the day of the meeting will be made a part of the official record. To provide live public comment during the meeting, you must pre-register on the City's website at <https://www.nationalcityca.gov/publiccomment> by 1:00 p.m. on the day of the regular meeting to join the City Council Meeting. For more information regarding this process, please contact the City Clerk's Office at (619) 336-7328 or email at clerk@nationalcityca.gov. Hearing-impaired persons, please use the CAL Relay Service Number 711. Asistencia en Español: Para que le interpreten la información en español, llame al (619) 336-4391.

Carlos Aguirre, Housing Authority Director
City of National City
March 4, 2022



AVISO PÚBLICO CIUDAD DE NATIONAL CITY

PRIMERA AUDIENCIA PÚBLICA PARA EL PLAN DE ACCIÓN ANUAL PARA EL AÑO FISCAL 2022-2023

De acuerdo con las regulaciones federales en 24 CFR, Parte 91, la Ciudad de National City (Ciudad) debe preparar y presentar un Plan de Acción Anual para sus Programas de Vivienda y Desarrollo Comunitario financiados por el Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD). El Plan Consolidado 2020-2024 describe las necesidades y prioridades de desarrollo comunitario de vivienda y no vivienda de la Ciudad durante cinco años. El Plan de Acción Anual para el Año Fiscal 2022-2023 describe cómo la Ciudad tiene la intención de gastar \$744,200 federales en bloque de desarrollo comunitario (CDBG) y aproximadamente \$328,300 en fondos federales del Programa Home Investment Partnerships (HOME). Además de las fuentes de financiamiento mencionadas anteriormente, la Ciudad asigna \$142,387 en los ingresos del programa obtenidos de las actividades HOME de años anteriores para financiar las actividades enumeradas en el Plan de Acción propuesto.

Por la presente se notifica que el Concejo Municipal de la Ciudad de National City llevará a cabo la primera de dos Audiencias Públicas el martes 15 de marzo de 2022, a las 6:00 p.m. El propósito de la Audiencia Pública es proveer una oportunidad para el comentario público sobre las recomendaciones hechas al Concejo Municipal para el financiamiento de las actividades del Programa de CDBG y HOME listadas bajo el Plan de Acción 2022-2023. El Plan Consolidado está disponible para su revisión en el sitio web de la Ciudad www.nationalcityca.gov/cdbg-home. Las copias impresas están disponibles en la oficina del Secretario de la Ciudad (1243 National City Boulevard, National City, CA 91950)

Se llevará a cabo una segunda Audiencia Pública en la reunión programada regularmente del Concejo Municipal el 3 de mayo de 2022, para revisar los comentarios públicos recibidos durante un período de revisión pública de 30 días (del 18 de marzo al 17 de abril de 2022) del Plan de Acción Anual 2022-2023; y para proporcionar a las personas interesadas y grupos comunitarios una última oportunidad de compartir sus pensamientos sobre respecto al Plan y las actividades del Programa CDBG y HOME que se proponen. Después de que todos los comentarios públicos hayan sido considerados en la Audiencia Pública el 3 de mayo de 2022, el Concejo Municipal adoptará el Plan de Acción 2022-2023 y las recomendaciones de financiamiento propuestas del Programa CDBG y HOME.

La participación pública es una parte esencial del desarrollo del Plan de Acción Anual. Se invita a las personas interesadas y a los grupos comunitarios a asistir y participar en estas audiencias. Ambas audiencias públicas se llevarán a cabo en línea en www.nationalcityca.gov/webcast.

El comentario público puede ser enviado antes de la reunión por escrito por correo electrónico a publiccomment@nationalcityca.gov; por favor proporcione el número de ítem de la agenda y el título del ítem en la línea de asunto del correo electrónico. Los comentarios o testimonios públicos están limitados a hasta tres (3) minutos. Todos los comentarios por correo electrónico recibidos antes de las 1:00 p.m. del día de la reunión se enviarán por correo electrónico a los miembros del Concejo Municipal y se harán parte del registro oficial. Para proporcionar comentarios públicos en vivo durante la reunión, debe preinscribirse en el sitio web de la Ciudad a las <https://www.nationalcityca.gov/publiccomment> antes de las 4:00 p.m. del día de la reunión regular para unirse a la Reunión del Concejo Municipal. Para obtener más información sobre este proceso, comuníquese con la Oficina del Secretario de la Ciudad al (619) 336-7328 o por correo electrónico a clerk@nationalcityca.gov. Personas con discapacidad auditiva, utilice el número de servicio de retransmisión CAL llamando al 711. Asistencia en Español: Para que le interpreten la información en español, llame al (619) 336-4391.

Carlos Aguirre, Housing Authority Director
Ciudad de National City
marzo 4, 2022



**PAUNAWA SA PUBLIKO
LUNGSOD NG NATIONAL CITY**

**UNANG PAMPUBLIKONG PAGDINIG PARA SA DRAFT NA TAUNANG PLANO NG AKSYON
PARA SA FISCAL YEAR 2022-2023**

Alinsunod sa mga pederal na regulasyon sa 24 CFR, Bahagi 91, kinakailangan ng Lungsod ng National City (Lungsod) na maghanda at magsumite ng Taunang Plano ng Aksyon para sa Mga Programa ng Benepisyo sa Pabahay at Pagpapaunlad sa Komunidad (Housing and Community Development Entitlement Programs) nito na pinopondohan ng U.S. Department of Housing and Urban Development (HUD o Kagawaran ng Pabahay at Pagpapaunlad ng Lungsod). Binabalangkas ng 2020-2024 Consolidated Plan ang mga pangangailangan at priyoridad ng Lungsod sa pagpapaunlad sa komunidad ukol sa pabahay at para sa hindi pabahay sa loob ng limang taon. Binabalangkas ng Plano ng Aksyon para sa 2022-2023 kung paano nilalayan ng Lungsod na gumastos ng tinatayang \$744,200 na pondo ng pederal na Community Development Block Grant (CDBG) at \$328,300 na pondo ng benepisyo sa pederal na HOME Investment Partnerships (HOME) Program. Bukod pa sa mga pinagmumulan ng pondo na nabanggit sa itaas, inaasahan ng Lungsod ang pagtatalaga ng \$142,387 na kita sa programa na kinita mula mga aktibidad sa HOME noong mga nakaraang taon para pondohan ang mga aktibidad na nakalista sa ilalim ng iminumungkahing Plano ng Aksyon.

Sa pamamagitan nito, Ipinapatalastas na idaraos ng Konseho ng Lungsod ng Lungsod ng National City ang una sa dalawang Pampublikong Pagdinig sa Martes, Marso 15, 2022, sa ganap na 6:00 p.m. Ang layunin ng Pampublikong Pagdinig ay magbigay ng pagkakataon para sa pagkomento ng publiko tungkol sa mga rekomendasyong ibinigay sa Konseho ng Lungsod para sa pagpopondo sa mga aktibidad ng CDBG at HOME Program na nakalista sa ilalim ng Plano ng Aksyon para sa 2022-2023. Ang Consolidated Plan ay available na suriin sa website ng Lungsod www.nationalcityca.gov/cdbg-home. May mga available na hardcopy sa tanggapan ng City Clerk (1243 National City Boulevard, National City, CA 91950)

Magsasagawa ng pangalawang Pampublikong Pagdinig sa regular na nakaiskedyul na pulong ng Konseho ng Lungsod sa Mayo 3, 2022, para suriin ang mga komento ng publiko na natanggap sa 30 araw na yugto ng pagsusuri ng publiko (Marso 18 hanggang Abril 17, 2022) sa draft na Plano ng Aksyon para sa 2022-2023; at para bigyan ang mga interesanteng tao at grupo sa komunidad ng huling pagkakataon para ibahagi ang kanilang mga kuro-kuro hinggil sa Plano at sa mga aktibidad sa CDBG at HOME Program na iminumungkahi. Matapos masuri ang lahat ng komento ng publiko sa Pampublikong Pagdinig sa Mayo 3, 2022, papagtibayin ng Konseho ng Lungsod ang Plano ng Aksyon para sa 2022-2023 at mga iminumungkahing rekomendasyon sa pagpopondo sa CDBG at HOME.

Ang pakikilahok ng publiko ay isang mahalagang bahagi ng paggawa sa Taunang Plano ng Aksyon. Iniimbitahan ang mga interesanteng tao at grupo sa komunidad na manood na lumahok sa mga pagdinig na ito. Inaasahang idaraos ang dalawang Pampublikong Pagdinig online sa www.nationalcityca.gov/webcast.

Maaaring magsumite ng pampublikong komento bago ang pulong sa pamamagitan ng pagsulat sa email sa publiccomment@nationalcityca.gov; pakibigay ang numero o pamagat ng agenda item ng item sa subject line ng email. Ang mga pampublikong komento o testimonya ay limitado sa hanggang tatlong (3) minuto. Ang lahat ng komento sa email na matatanggap bago sumapit ang 1:00 p.m. sa araw ng pulong ay magiging bahagi ng opisyal na record. Para magbigay ng live na pampublikong komento sa pulong, dapat kang mag-preregister sa website ng Lungsod sa <https://www.nationalcityca.gov/publiccomment> bago sumapit ang 1:00 p.m. sa araw ng regular na pulong para makasali sa Pulong ng Konseho ng Lungsod. Para sa higit pang impormasyon hinggil sa prosesong ito, paki-contact ang Tanggapan ng City Clerk sa (619) 336-7328 o sa pamamagitan ng email sa clerk@nationalcityca.gov. Para sa mga taong may kapansanan sa pandinig, pakigamit ang CAL Relay Service Number 711. Asistencia en Español: Para que le interpreten la información en español, llame al (619) 336-4391.

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Introduction of an Ordinance of the City of National City Amending National City Municipal Code 9.60.110 \(Evidence of a Cannabis Owner\(s\), and Representative\(s\) Background Check Required\) and 9.60.230\(j\) \(General Operating Requirements for all Commercial Cannabis Businesses\).](#) (City Manager)

Please scroll down to view the backup material.

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

MEETING DATE: March 15, 2022

AGENDA ITEM NO.

ITEM TITLE:

Public Hearing No.1 of 2 of an Ordinance of the City of National City Amending National City Municipal Code 9.60.110 (Evidence of a Cannabis Owner(s), and Representative(s) Background Check Required) and 9.60.230(j) (General Operating Requirements for all Commercial Cannabis Businesses) (first reading)

PREPARED BY:

Megan Gamwell, Economic Development Specialist

DEPARTMENT: City Manager's Office

PHONE: 619-336-4216

APPROVED BY: 

EXPLANATION:

See Attachment 2; Ordinance Chapter 9.60 to the National City Municipal Code regulating Commercial Cannabis Activity.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

n/a

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

It is recommended the City Council move to introduce by title only, waive further reading, and introduce the ordinance, with the second reading and adoption to occur at the April 5, 2022 meeting.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. City Staff Report
2. Ordinance with strikethrough and changes
3. Ordinance prepared for adoption



CITY COUNCIL STAFF REPORT

AGENDA ITEM

Public Hearing No.1 of 2 of an Ordinance of the City of National City Amending National City Municipal Code 9.60.110 (Evidence of a Cannabis Owner(s), and Representative(s) Background Check Required) and 9.60.230(j) (General Operating Requirements for all Commercial Cannabis Businesses) (first reading)

BACKGROUND REPORT

Chapter 9.60 of the National City Municipal Code establishes regulations for commercial cannabis activity in the City. Section 110 and Section 230(j) establishes certain prohibitions for receiving a cannabis permit for business owners and representatives based on criminal background. Section 110 (a) requires that prospective owners undergo a background investigation before issuing a permit to determine if an owner is ineligible for a permit. Background investigations are conducted via a “Live Scan” in coordination with the United States Department of Justice (DOJ).

As initially established, the City’s Application Procedures & Guidelines for a Commercial Cannabis Business permit call for the following:

1. An initial criminal history background check on each owner during Phase 1 of the application process, conducted by the third party consultant.
2. A Live Scan background check for each successful applicant.

National City Municipal Code Section 9.60.110 calls for the City’s Police Department (PD) to manage the Live Scan process. PD must submit the Live Scan to DOJ to review criminal record information. These procedures are outlined in the National City Municipal Code and in the “Application Procedures and Guidelines” approved by the City in 2021.

To use Live Scan for cannabis background checks, the City must receive DOJ and the FBI approval. The City Council “approving an application to access state and federal level summary criminal history information for cannabis employment, contractors, licensing or certification

purposes” on November 2, 2021 (Resolution Number 2021-161) . Subsequently, DOJ informed the City that recent changes to the FBI approval process would require the City to change part of the ordinance and resolution for Live Scan approval. In addition, the complete approval process could take up to a year. DOJ’s timeframe does not align with the city’s desired schedule in approving commercial cannabis businesses. Moreover, it will delay the City’s receipt of revenue from the commercial cannabis businesses.

City Staff, the Police Department and the City’s Commercial Cannabis Consultant SCI reviewed the matter and determined an alternative. To receive a State cannabis license, cannabis operators must submit to a Live Scan through the Department of Cannabis Control (DCC). Since Business and Professions Code Section 26057(b)(4) establishes the same prohibitions as the City’s municipal code, City staff has determined this process to be duplicative. As a result, City staff is recommending removing the requirement of the Live Scan background check through PD and accepting the DCC’s Live Scan as a sufficient background check.

The proposed ordinance modifies the City’s background check requirement and removes the requirement for a Live Scan to be managed by the National City Police Department. However, cannabis applicants/owners will still be required to undergo the initial criminal history background check during Phase 1 of the application process, conducted by the third party consultant.

NEXT STEPS

If adopted City Staff will update the Commercial Cannabis Application Guidelines and Procedures to state” Each Owner, as defined in NCMC Section 9.60.110, must undergo a background check to demonstrate that they do not provide “good cause” for denial of a permit per 9.60.110. Owners who do not meet the criminal history eligibility requirements of Section 9.60.110 will be disqualified. Background check information can be found online at NationalCityCa.Gov/Cannabis.

RECOMENDATION

It is recommended the City Council move to introduce by title only, waive further reading, and introduce the ordinance, with the second reading and adoption to occur at the April 5, 2022 meeting.

ORDINANCE NO. 2021 -**NATIONAL CITY ORDINANCE ADDING CHAPTER 9.60 TO THE NATIONAL CITY MUNICIPAL CODE REGULATION OF COMMERCIAL CANNABIS ACTIVITY****Section 9.60.010. Purpose and Intent.**

It is the purpose and intent of this Chapter to implement the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act (“MAUCRSA”) to accommodate the needs of medically-ill persons in need of cannabis for medicinal purposes as recommended by their health care provider(s), and to provide access to same. It is also the purpose and intent of this Chapter to provide access to adult-use cannabis for persons aged twenty-one (21) and over as authorized by the Control, Tax & Regulate the Adult Use Cannabis Act (“AUMA” or “Proposition 64” approved by California voters in 2016), while imposing sensible regulations on the use of land to protect the City of National City’s residents, neighborhoods, and businesses from disproportionately negative impacts. As such, it is the purpose and intent of this Chapter to regulate the cultivation, processing, manufacturing testing, sale, delivery, distribution and transportation of cannabis and cannabis products in a responsible manner to protect the health, safety, and welfare of the residents of the City of National City and to enforce rules and regulations consistent with state and local law. It is the further purpose of intent of this Chapter to require all commercial cannabis operators to obtain and renew annually a commercial cannabis business permit to operate within the City of National City. Nothing in this Chapter is intended to authorize the possession, use, or provision of cannabis for purposes that violate state or local law. The provisions of this Chapter are in addition to any other permits, licenses and approvals which may be required to conduct business in the City of National City, and are in addition to any permits, licenses and approval required under state, City, or other law.

Section 9.60.020. Legal Authority.

Pursuant to Sections 5 and 7 of Article XI of the California Constitution, the provisions of the MAUCRSA, and any subsequent state legislation and/or regulations regarding same, the City of National City is authorized to adopt ordinances that establish standards, requirements and regulations for the licensing and permitting of commercial cannabis activity. Any standards, requirements, and regulations regarding health and safety, security, and worker protections established by the State of California, or any of its departments or divisions, shall be the minimum standards applicable in the City of National City to all commercial cannabis activity.

Section 9.60.030. Cannabis Cultivation and Commercial Cannabis Activities Prohibited Unless Specifically Authorized by this Chapter.

Except as specifically authorized in this Chapter, the commercial cultivation, manufacture, processing, storing, laboratory testing, labeling, sale, delivery, distribution or transportation (other than as provided under Bus. & Prof. Code Section 26090(e), of cannabis or cannabis product is expressly prohibited in the City of National City.

Section 9.60.040. Compliance with State and Local Laws.

It is the responsibility of the owners and operators of the commercial cannabis business, or any other responsible person(s), to ensure that it is, always, operating in a manner compliant with all applicable state and local laws, and any regulations promulgated thereunder. Nothing in this Chapter shall be construed as authorizing any actions that violate state law or local law with respect to the operation of a commercial cannabis business. It shall be the responsibility of the owners and the operators of the commercial cannabis business, or any other responsible person(s), to ensure that the commercial cannabis business is, at all times, operating in a manner compliant with all applicable state and local laws, including the MAUCRSA, and any subsequently enacted state or local law or regulatory, licensing, or certification requirements, and any specific, additional operating procedures or requirements which may be imposed as conditions of approval of the commercial cannabis business permit.

Section 9.60.050. Definitions.

All definitions pertaining to cannabis regulation that appear in Business and Professions Code Section 26001, as codified by Senate Bill 94, MAUCRSA, are hereby incorporated by reference. Definitions appearing in this ordinance are either those that are not covered by state law, pre-date Proposition 64 and the MAUCRSA, or are outside the scope of Section 26001.

(a) "Adult Use" means the use of cannabis for recreational purposes by persons twenty-one (21) years of age or older.

(b) "Canopy" shall have the same meaning as that appearing in Title 3, Section 8000(f) of the California Code of Regulations.

(c) "Caregiver" or "primary caregiver" has the same meaning as that term is defined in Section 11362.7 of the California Health and Safety Code.

(d) "Distributor" shall have the same meaning as that appearing in Section 26070 of the Business and Professions Code.

(e) "Commercial cannabis business" means any business or operation which

engages in medicinal or adult-use commercial cannabis activity.

(f) “Commercial cannabis business permit” means a regulatory permit issued by the City of National City pursuant to this Chapter, to a commercial cannabis business and is required before any commercial cannabis activity may be conducted in the City of National City. The initial permit and annual renewal of a commercial cannabis business is made expressly contingent upon the business’ ongoing compliance with all of the requirements of this Chapter, any regulations adopted by the City of National City governing the commercial cannabis activity at issue, and any other state and local laws and regulations.

(g) “Consumption lounge” means an area that is part of the premises of a state-licensed, locally permitted commercial cannabis retail business, and that is designated for consumption of cannabis or cannabis products.

(h) “Dispensing” means any activity involving the retail sale of cannabis or cannabis products from a retailer.

(i) “Electronic Smoking Device” means an electronic device that can be used to deliver an inhaled dose of nicotine, or other substances, including any component, part, or accessory of such a device, whether or not sold separately. “Electronic Smoking Device” includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor. “Electronic Smoking Device” also includes cartridges, cartomizers, e-liquid, smoke juice, tips, atomizers, Electronic Smoking Device batteries, Electronic Smoking Device charges, and any other item specifically designed for the preparation, charging, or use of Electronic Smoking Devices.

(j) “Limited-access area” means an area in which cannabis is stored or held and is only accessible to some licensee and authorized personnel.

(k) “Manufactured cannabis” means raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, extraction or other manufactured product intended for internal consumption through inhalation or oral ingestion or for topical application.

(l) “Manufacturing site” means a location that produces, prepares, propagates, or compounds cannabis or cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and is owned and operated by a person issued a valid commercial cannabis business permit for manufacturing from the City of National City and, a valid state license as required for manufacturing of cannabis products.

(m) “Microbusiness” shall have the same meaning as that contained in Section 26070(a)(3) of the Business and Professions Code.

(n) “Non-volatile solvent” means any solvent used in the extraction process that is not a volatile solvent as defined by state law. For purposes of this chapter, a nonvolatile solvent includes carbon dioxide (CO₂) used for extraction and ethanol used for extraction or post-extraction processing.

(o) “Package” means any container or receptacle used for holding cannabis or cannabis products.

(p) “Patient” or “qualified patient” shall have the same definition as California Health and Safety Code Section 11362.7 et seq., as it may be amended, and which means a person who is entitled to the protections of California Health & Safety Code Section 11362.22.

(q) “Person with an identification card” shall have the meaning given that term by California Health and Safety Code Section 11362.7.

(r) “Processing” means a cultivation site that conducts only trimming, drying, curing, grading, packaging, or labeling of cannabis and non-manufactured cannabis products.

(s) “Retail Ancillary/Accessory Use” Shall be determined when less than forty percent of a business’s gross floor area is devoted to the use, display, and/or sales of cannabis products and/or paraphernalia and no approved Retail Ancillary/Accessory Use shall be permitted without a licensed and operational primary use.

(t) “Responsible person(s)” shall include but not be limited to a property owner, tenant, manager, permit holder, or any other person with a legal interest in the affected real property and any person in possession of the affected real property.

(u) “Retailer” shall have the same meaning as the definition appearing in Section 26070(a)(1) of the Business and Professions Code.

(v) “State license” means a permit or license issued by the State of California, or one of its departments or divisions, under MAUCRSA and any subsequent State of California legislation regarding the same to engage in commercial cannabis activity. A state license alone will not authorize the holder to operate a cannabis business, as state law also requires a permit or other authorization issued by a local jurisdiction.

(w) “THC” means Tetrahydrocannabinol, the primary active ingredient in cannabis. It is a psychotropic intoxicant causing euphoria and capable of altering human perception and motor skills.

(x) “Topical cannabis” means a product intended for external application and/or absorption through the skin. A topical cannabis product is not considered a drug as defined by Section 109925 of the California Health and Safety Code.

(y) “Transport” means the transfer of cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting commercial cannabis activity authorized by MAUCRSA which may be amended or repealed by any subsequent State of California legislation regarding the same. Transport can only be performed by licensed distributors and does not include deliveries of cannabis or cannabis products.

(z) “Vape cartridge” means a small attachment to a cannabis e-cigarette or vape pen that is a pre-filled container of cannabis oil. Vape cartridges are sold pre-filled with cannabis concentrates which contain cannabis' active ingredients. The liquid in such products usually contains a propylene glycol or vegetable glycerin-based liquid with flavoring and other chemicals and metals. Many vape cartridges are high in THC, but some contain cannabidiol (CBD, a non-psychoactive cannabinoid used as an analgesic), or terpenes (the chemicals that give cannabis its flavorful tastes and aromas).

(aa) “Vaping” means the action or practice of inhaling and exhaling the vapor produced by an electronic cigarette or similar device.

(bb) "Volatile solvent" means a solvent as defined by Health and Safety Code Section 11362.3(b)(3) as of the effective date of this article and as subsequently amended.

(cc) “Youth center” means any public or private facility that is primarily used to host recreation or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades where 10 or more video games or game machines or devices are operated, and where minors are legally permitted to conduct business, or similar amusement park facilities. It shall also include a park, playground or recreational area specifically designed to be used by children which has play equipment installed, including public grounds designed for athletic activities such as baseball, softball, soccer, or basketball or any similar facility located on a public or private school grounds, or on city, county or state parks. This definition shall not include

any private martial arts, yoga, ballet, music, art studio or similar studio of this nature nor shall it include any private gym, athletic training facility, pizza parlor, dentist office, doctor's office primarily serving children or a location which is primarily utilized as an administrative office or facility for youth programs or organizations.

Section 9.60.060. Authorization to Engage in Commercial Cannabis Business.

- (a) No person may engage in any authorized commercial cannabis business or in any commercial cannabis activity within the City of National City including cultivation, manufacturing, processing, laboratory testing, transporting, dispensing, distribution, or sale of cannabis or a cannabis product unless the person has the following:
- (1) a valid commercial cannabis business permit issued by the City of National City;
 - (2) a valid business license issued by the City of National City;
 - (3) a mandatory building inspection and all required permits and approvals which would otherwise be required for any business of the same size and intensity operating in that zone. This includes but is not limited to obtaining any required building permit(s), the National City Fire Department approvals, Health Department approvals and other zoning and land use permit(s) and approvals.
 - (4) a valid state license for the commercial cannabis activity corresponding to the business permit issued by the City of National City;
 - (5) requisite approvals from the Planning Division of the National City Community Development Department;
 - (6) a valid development agreement jointly negotiated with the City of National City;
 - (7) a valid State of California Seller's Permit.
- (b) Development agreement
- (c) No permit shall be issued pursuant to this Chapter for outdoor commercial cannabis cultivation, which is prohibited. It is a violation of this Chapter for any person or entity to engage in any outdoor commercial cannabis cultivation of any kind.

Section 9.60.070. Location and Design of Cannabis Businesses.

Cannabis businesses permitted by the City of National City to engage in Cultivation, Distribution, Manufacturing, Microbusiness, Testing Labs, or Retail ancillary/Accessory use to the primary activity of the business, for cannabis and cannabis products are subject to the following zoning and locational requirements:

- (a) Cultivation, Distribution, Manufacturing, Microbusiness, Testing Labs, or Retail ancillary/ accessory use must be located in the following zones: IL (Light Industrial), IM (Medium Industrial), IH (Heavy Industrial) and must meet all of the requirements for development in these zones (see Section 18.20.020, National City Municipal Code). The cannabis businesses must also meet all of the following distance requirements:
 - (1) It shall be no closer than six hundred (600) feet from any zoned parcel in the City of National City designated by state law as a sensitive use, and pursuant to Section 9.60.070 (a) (3). The distance measured shall be the horizontal distance measured in a straight line from the property line of those parcels in Section 9.60.070 (a) (3) to the closest property line of the lot on which the cannabis business is located.
 - (2) Cannabis businesses providing Retail ancillary/accessory use to the primary activity of the business shall be no closer than two hundred fifty (250) feet of any residential parcel in the City of National City as of the date the cannabis business permit is issued. The distance between the cannabis business and the residential parcel shall be measured from the outer boundaries of the residential parcel to the first structure on the property seeking the commercial cannabis permit.
 - (3) It shall be no closer than six hundred (600) feet from any parcel containing any of the following:
 - A. A school providing instruction in kindergarten or any grades 1 through 12, (whether public or private, or charter, including pre-school, transitional kindergarten, and K-12);
 - B. A commercial daycare center licensed by the State, County or City or that is in existence at the time the license is issued, unless the State licensing authority or the City of National City specifies a different radius.
 - C. A youth center that is in existence at the time the license is issued, unless the State licensing authority or the City of National City specifies a different radius.

- (b) Consumption lounges must be located in the following: CT (Tourist Commercial) West of Interstate 5 and must meet all of the requirements for development in these zones (see Section 18.20.020, National City Municipal Code). They must also comply with the buffer zone requirements contained in 9.60.070(a).
- (c) Each proposed cannabis business project shall:
 - (1) Conform with the City of National City's general plan, any applicable specific plans, master plans, and design requirements.
 - (2) Comply with all applicable zoning and related development standards.
 - (3) Be constructed in a manner that minimizes odors to surrounding uses, and promotes quality design and construction, and consistency with the surrounding properties.
 - (4) Be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and all items required for the development.
 - (5) Be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.
 - (6) Be provided with adequate electricity, sewerage, disposal, water, fire protection and storm drainage facilities for the intended purpose.

Section 9.60.080. Maximum Number and Type of Authorized Commercial Cannabis Businesses Permitted.

- (a) The number of each type of commercial cannabis business that shall be permitted to operate in the City of National City shall be established by resolution by the City Council.
- (b) Section 9.60.080 is only intended to create a process in determining the maximum number of commercial cannabis businesses that may be issued permits to operate in the City of National City under each category. Nothing in this Chapter creates a mandate that the City Council must issue any or all of the commercial cannabis business permits if it is determined that the applicants do not meet the standards which are established in the application requirements, or by further amendments to the application process, or if the City Council upon further deliberation determines that the issuance of any or

all commercial cannabis business permits will negatively impact the public safety, welfare or other public policy concerns.

- (c) Each year following the City Council's initial award of permits, if any, or at any time in the City Council's discretion, the City Council may reassess the number of commercial cannabis business permits which are authorized for issuance. The City Council at its discretion, may determine that the number of commercial cannabis permits should stay the same, be expanded, or reduced.

Section 9.60.090. Fees and Charges.

- (a) No person may commence or continue any commercial cannabis activity in the City of National City, without timely paying in full all fees and charges required for the operation of a commercial cannabis activity. Fees and charges associated with the operation of a commercial cannabis activity shall be established by resolution of the City Council which may be amended from time to time.
- (b) All commercial cannabis businesses authorized to operate under this Chapter shall pay all sales, use, business and other applicable taxes, and all license, registration, and other fees required under federal, state and local law. Each commercial cannabis business shall cooperate with the City of National City with respect to any reasonable request to audit the commercial cannabis business' books and records for the purpose of verifying compliance with this section, including but not limited to a verification of the amount of taxes required to be paid during any period.

Section 9.60.100. Development Agreement.

Prior to operating in the City of National City and as a condition of issuance of a regulatory permit, the operator of each cannabis facility shall enter into a Development Agreement with the City of National City setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of this Chapter, including, but not limited to community benefits such as public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare.

Section 9.60.110. Evidence of Cannabis Owner(s), and Representative(s) Background Check Required.

- (a) Pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which authorize city authorities to access state and local criminal history information for employment, licensing, or certification purposes, ~~and authorize access to federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation, every applicant must undergo a criminal history background check to demonstrate they do not provide “good cause” for denial which include the following: for a Certificate of Approval (including owners, managers, supervisors and any individual who will be participating in the direction, control, or management of the cannabis business, must submit fingerprints and other information deemed necessary by the City Manager or their designee for a background check by the National City Police Department, or a third party. A fee for the cost of the background investigation, which shall be the actual cost to the City of National City to conduct the background investigation as it deems necessary and appropriate, including City of National City staff time and costs, shall be paid at the time the person submits for the background check.~~
- (b) ~~The criminal background check must at a minimum identify the following:~~
- 1) Whether the owners, managers, supervisors and any individual who will be participating in the direction, control, or management has ever been convicted of a violent felony or serious as defined by California Penal Code 667.5 or Section 1192.7(c), or equivalent offenses in other states;
 - 2) Whether the owners, managers, supervisors and any individual who will be participating in the direction, control, or management has ever been convicted of a crime involving dishonesty, fraud or deceit, including but not limited to fraud, forgery, theft, or embezzlement as those offenses are defined in California Penal Code Sections 186.11, 470, 484, and 504a, respectively; or equivalent offenses in other states; or
 - 3) Whether the owners, managers, supervisors and any individual who will be participating in the direction, control, or management has ever been convicted of a felony conviction for hiring, employing, or using a minor in transporting, carrying, selling, giving away, preparing for sale, or peddling, any controlled substance to a minor; or selling, offering to sell,

furnishing, offering to furnish, administering, or giving any controlled substance to a minor.

- 4) Whether the owners, managers, supervisors and any individual who will be participating in the direction, control, or management has ever been convicted of a felony conviction for drug trafficking with enhancements pursuant to Section 11370.4 or 11379.8 of the Health and Safety Code.
 - 5) Whether the owners, managers, supervisors and any individual who will be participating in the direction, control, or management has ever been convicted of the illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, not including cannabis-related offenses for which the conviction occurred after the passage of the Compassionate Use Act of 1996.
- (b) Evidence of a conviction of any the offenses enumerated in Section 9.60.110(a)(b) , absent a Certificate of Rehabilitation, shall be grounds for immediate disqualification of the applicant. ~~may be grounds for denial of employment.~~
- (c) Evidence of a conviction of any the offenses enumerated in Section 9.60.110(a) may be grounds for denial of employment.
- (d) Violation of this section may be grounds for immediate suspension of the business' operating permit. The business operator shall have the right to an appeal pursuant to section 9.60.380.

Section 9.60.120. Persons Prohibited from Holding a Commercial Cannabis License.

- (a) Any person, including but not limited to any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit ("applicant"), in which any of the following actions or notices have been issued for non-compliance or if they have been engaging or have engaged in the following activity, shall be prohibited from holding a cannabis commercial license or a cannabis business permit in the City of National City:
 - (1) The applicant has had a license suspended or revoked by any City, county, City and county or any other state cannabis licensing authority;

- (2) Evidence that the applicant is delinquent in payment of federal, state or local commercial taxes and/or fees;
- (3) Applicant was conducting (or has conducted) commercial cannabis activity in the City of National City in violation of local and/or state law, not including commercial cannabis-related offenses for which the conviction occurred after the City banned cannabis in 2012.
- (4) If any person enters into either a verbal or written agreement to lease, sublease, or any other agreement for any terms of use of the premises granted by a property owner, commercial broker or any third party, that is in violation of Section 9.60.060 and Section 9.60.150. Any such lease, sublease or agreement shall not contain terms or conditions requiring the cannabis permit licensee to pay the property owner, commercial broker, or any third party a percentage of gross receipts, royalties, equity, or other unreasonable compensation as determined by the City of National City. In addition, all leases, subleases, or other agreements must be based on a monthly rate.

Section 9.60.130. Persons Prohibited from Employment by a Commercial Cannabis Business.

- (a) Any person, including but not limited to any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, in which any of the following actions or notices have been issued for non-compliance or if they have been engaging or have engaged in the following activity, shall be prohibited from employment with a cannabis business permittee in the City of National City:
 - (1) The person has had a license suspended or revoked by any City, County, or City and County, or any other state cannabis licensing authority;
 - (2) Evidence that the person is delinquent in payment of federal, state or local commercial taxes and/or fees.
 - (3) The person was conducting commercial cannabis activity in the City of National City in violation of local and/or state, not including

commercial cannabis-related offenses for which the conviction occurred after the city banned cannabis in 2012.

Section 9.60.140. Certification from the Community Development Department.

Prior to submitting any applications for a commercial cannabis business, applicant must first obtain a certification from the City of National City Community Development Department or its designee(s) certifying that the business is located on a site that meets all of the requirements of Sections 9.60.070 and 9.60.230 of this Chapter.

Section 9.60.150. Right to Occupy and to Use Property.

Prior to submitting any applications for a commercial cannabis business, applicant must obtain approval from the owner of the real property where the proposed commercial cannabis business will be located (if approved). Applicants are not required to have a signed lease, but a letter from the property owner indicating that:

- (a) The property owner is aware of and approves of the use being proposed.
- (b) The property owner will lease the property to the cannabis related use upon approval of the application.
- (c) The property owner understands that licenses for cannabis related uses are for one year and can be revoked at the City of National City's sole discretion with or without reason.

Property owners are permitted to issue letters detailing such contingent lease agreements for a maximum of two (2) independent applicants.

In the event the proposed location will be leased from the property owner, the applicant shall be required to provide a signed and notarized statement from the owner of the property, acknowledging that the property owner has read this Chapter and consents to the operation of the commercial cannabis business on the owner's property.

Section 9.60.160. Application Procedure for a Cannabis Business Permit.

- (a) The City of National City will establish by administrative policies and procedures promulgated by the City Manager or their designee the procedures to prepare the necessary forms, adopt any necessary rules related to the application process, solicit applications, and conduct initial evaluations of the applicants.

- (b) At the time of filing, each applicant shall pay an application fee established by resolution of the City Council, to cover all costs incurred by the City of National City in the application process.
- (c) The application procedure process shall include a component on community benefits. Any community benefits that a commercial cannabis business agrees to provide shall be incorporated into the terms and conditions under which the commercial cannabis business will operate with the City of National City's approval, if and when a Development Agreement is issued. Such terms and conditions shall be in addition to the requirements of this Chapter. The City of National City may establish the procedures for determining community benefits by Resolution and/or by the implementation of administrative policies and procedures promulgated by the City Manager or their designee.
- (d) The City of National City's Reservation of Rights.

The City of National City reserves the right to reject any or all applications. Prior to permit issuance, the City of National City may also modify, postpone, or cancel any request for applications, or the entire program under this Chapter, at any time without liability, obligation, or commitment to any party, firm, or organization, to the extent permitted under California state law. Persons submitting applications assume the risk that all or any part of the program, or any particular category of permit potentially authorized under this Chapter, may be cancelled at any time prior to permit issuance. The City of National City further reserves the right to request and obtain additional information from any candidate submitting an application.

- (e) Grounds for Rejection of Application.

In addition to a failure to comply with other requirements in this Chapter, an application risks being rejected for any of the following reasons:

- (1) The application was received after the designated time and date of the deadline.
- (2) The application did not contain the required elements, exhibits, or was not organized in the required format.
- (3) The application was considered not fully responsive to the request for a permit application, i.e. was substantially incomplete.

Section 9.60.180. Operations Plan and Standards.

A Certificate of Approval issued by the Planning Division of the National City Community Development Department for a facility must include, as conditions of approval, the operating standards set forth below. In addition, the Certificate of Approval must incorporate by reference an Operations Plan approved by the City Manager or their designee, that implements not only the operating standards set forth in this Chapter, but such additional conditions that the City Manager or their designee finds reasonably necessary to implement this Chapter when considering the location, size and other characteristics of the proposed facility.

Section 9.60.190. Limitations on City’s Liability.

To the fullest extent permitted by law, the City of National City shall not assume any liability whatsoever with respect to having issued a commercial cannabis business permit pursuant to this Chapter or otherwise approving the operation of any commercial cannabis business. As a condition to the approval of any commercial cannabis business permit, the applicant shall be required to meet all of the following conditions before they can receive the commercial cannabis business permit:

- (a) Execute an agreement, in a form approved by the City Attorney or their designee, agreeing to indemnify, defend (at applicant’s sole cost and expense), and hold the City of National City, and its officers, officials, employees, representatives, and agents, harmless, from any and all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to, the City of National City’s issuance of the commercial cannabis business permit, the City of National City’s decision to approve the operation of the commercial cannabis business or activity, the process used by the City of National City in making its decision, or the alleged violation of any federal, state or local laws by the commercial cannabis business or any of its officers, employees or agents.
- (b) Maintain insurance at coverage limits, and with conditions thereon determined necessary and appropriate from time to time by the City Manager, City Attorney, and the City’s Risk Manager or their designee.
- (c) Reimburse the City of National City for all costs and expenses, including but not limited to legal fees and costs and court costs, which the City of National City may be required to pay as a result of any legal challenge related to the City of National City’s approval of the applicant’s commercial cannabis business permit, or related to the City of National City’s approval of a commercial cannabis activity. The City of National City may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve any of the obligations imposed hereunder.

Section 9.60.200. Restriction on Alcohol & Tobacco Sales.

- (a) No person shall cause or permit the sale, dispensing, or consumption of alcoholic beverages on or about the premises of the commercial cannabis business.
- (b) No person shall cause or permit the sale of tobacco products on or about the premises of the commercial cannabis business.

Section 9.60.225. Restriction on Consumption of Cannabis or other Substances.

No person shall consume cannabis, cannabis products, tobacco or alcohol on the premises of any commercial cannabis business. The sole exception shall be authorized cannabis consumption lounges of which tobacco and alcohol shall also be prohibited.

Section 9.60.230. General Operating Requirements for all Commercial Cannabis Businesses.

- (a) Commercial cannabis businesses may operate only during the hours specified in the commercial cannabis business permit issued by the City. No person under the age of twenty-one (21) shall operate, maintain, be employed at, or be issued a permit for, a commercial cannabis business of any kind.
- (b) No cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the exterior of any property issued a commercial cannabis business permit, or on any of the vehicles owned or used as part of the commercial cannabis business. No outdoor storage of cannabis or cannabis products is permitted at any time.
- (c) Reporting and Tracking of Product and of Gross Sales with an accounting software system capable of providing point of sale data as well as audit trails or both product and cash, where applicable. Each commercial cannabis business shall have in place a point-of-sale or management inventory tracking system to track and report on all aspects of the commercial cannabis business including, but not limited to, such matters as cannabis tracking, inventory data, gross sales (by weight and by sale) and other information which may be deemed necessary by the City of National City. The commercial cannabis business shall ensure that such information is compatible with the City of National City's record-keeping systems. In addition, the system must have the capability to produce historical transactional data for review. Furthermore, any system selected must be

approved and authorized by the City Manager or their designee prior to being used by the permittee.

- (d) All cannabis and cannabis products sold, distributed or manufactured shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the State and local regulations.
- (e) Emergency Contact. Each commercial cannabis business shall provide the City Manager or their designee with the name, telephone number (both land line and mobile, if available) of an on-site employee or owner to whom emergency notice can be provided at any hour of the day.
- (f) Signage and Notices.
 - (1) In addition to the requirements otherwise set forth in this section, business identification signage for a commercial cannabis business shall conform to the requirements of the City of National City ordinance, Chapter 18.47, including, but not limited to, seeking the issuance of a City of National City sign permit.
 - (2) No signs placed on the premises of a commercial cannabis business shall obstruct any entrance or exit to the building or any window.
 - (3) Each entrance to a commercial cannabis business shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the commercial cannabis business is prohibited. This provision shall not apply to consumption lounges (see Section 9.60.265).
 - (4) Business identification signage shall be limited to that needed for identification only and shall not contain any logos or information that identifies, advertises, or lists the services or the products offered. No commercial cannabis business shall advertise by having a person holding a sign and advertising the business to passersby, whether such person is on the premises of the commercial cannabis business or elsewhere including, but not limited to, the public right-of-way.
 - (5) Signage shall not depict any image of cannabis or cannabis products. No banners, flags, billboards or other prohibited signs may be used at any time.
 - (6) In accordance with state law and regulations or as stipulated in the City of National City regulatory permit, holders of a commercial cannabis business permit shall agree that, as an express and

ongoing condition of permit issuance and subsequent renewal, the holder of the permit shall be prohibited from advertising any commercial cannabis business located in the City of National City utilizing a billboard (fixed or mobile), bus shelter, placard, aircraft, or other similar forms of advertising. This paragraph is not intended to place limitations on the ability of a commercial cannabis business to advertise in other legally authorized forms, including on the internet, in magazines, or in other similar ways.

- (g) Minors.
- (1) Persons under the age of twenty-one (21) years shall not be allowed on the premises of a commercial cannabis business and shall not be allowed to serve as a driver for a mobile delivery service. It shall be unlawful and a violation of this Chapter for any person to employ any person at a commercial cannabis business who is not at least twenty-one (21) years of age.
 - (2) Notwithstanding Section 9.60.230(g)(1), persons aged eighteen (18) to twenty (20) years shall be allowed on the premises of a commercial cannabis business if they can produce a physician's recommendation. In that event, such persons can lawfully purchase cannabis for the sole purpose of addressing the medical need that is the subject of the physician's recommendation. This provision shall not apply to consumption lounges. Only persons twenty-one (21) and older shall be granted admittance to consumption lounges. Access to persons under twenty-one (21) is prohibited.
 - (3) The entrance to the commercial cannabis business shall be clearly and legibly posted with a notice that no person under the age of twenty-one (21) years of age is permitted to enter upon the premises of the commercial cannabis business.
- (h) Odor Control. Odor control devices and techniques shall be incorporated in all commercial cannabis businesses to ensure that odors from cannabis are not detectable off-site. Commercial cannabis businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the commercial cannabis business that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the commercial cannabis business. As such, commercial cannabis businesses must install and

maintain the following equipment, or any other equipment which the City Manager or their designee determine is a more effective method or technology:

- (1) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally;
 - (2) An air system that creates negative air pressure between the commercial cannabis business's interior and exterior, so that the odors generated inside the commercial cannabis business are not detectable on the outside of the commercial cannabis business.
- (i) Display of Permit and City Business License. The original copy of the commercial cannabis business permit and the business license issued by the City of National City pursuant to this Chapter shall be posted inside the commercial cannabis business in a location readily visible to the public.
 - (j) ~~Background Check. Pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which authorizes City of National City authorities to access state and local summary criminal history information for employment, licensing, or certification purposes; and authorizes access to federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation, every person listed as an owner, manager, supervisor, and any individual who will be participating in the direction, control, or management in a commercial cannabis business must submit fingerprints and other information deemed necessary by the City Manager or their designee for a background check by the City of National City Police Department. Pursuant to California Penal Sections 11105(b)(11) and 13300(b)(11), which requires that there be a requirement or exclusion from employment, licensing or certification based on specific criminal conduct on the part of the subject of the record. No person shall be issued a permit to operate a commercial cannabis business unless they have first cleared the background check, as determined by the City Manager or their designee, as required by this section. Pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which authorize city authorities to access state and local criminal history information for employment, licensing, or certification purposes, every applicant must undergo a criminal history background check to demonstrate they do not provide "good cause" for denial as outlined in Section 9.60.110. A fee for the cost of the background investigation, which shall be the actual cost to the City of National City to conduct the background investigation as it deems necessary and appropriate, shall be paid at the time the application for a commercial cannabis business permit is submitted. Evidence of a conviction of any of~~

the offenses enumerated in Business and Professions Code Section 26057(b)(4), absent a Certificate of Rehabilitation, shall be grounds for immediate disqualification of the applicant.

- (k) Loitering. The owner and/or operator of a commercial cannabis business shall prohibit loitering by persons outside the facility both on the premises and within fifty (50) feet of the premises. The cannabis business shall notify the National City Police Department if anyone continues to loiter around the building or premises after all reasonable action has been taken to remove the individual(s) and the action has failed to do so in a timely manner.
- (l) Employee Training and Customer Education. Each commercial cannabis operator shall establish minimum training standards for all employees, including but not limited to the variety of products offered for sale, their potency, absorption time if known, and effects of the products. Employees shall educate all customers on these items in an effort to ensure responsible consumption. The retailer shall provide with each purchase educational brochures containing this information. The City Manager, or their designee shall have the discretion to require other training for the business operations as they find necessary under any circumstances.
- (m) Security Requirements. A permitted commercial cannabis business shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products, and to deter and prevent the theft of cannabis or cannabis products at the commercial cannabis business. Except as may otherwise be determined by the City Manager, or their designee, these security measures shall include, but may not be limited to, all of the following:
 - (1) Alarm system (perimeter, fire, and panic buttons).
 - (2) Remote monitoring of alarm systems by a security company licensed by the State of California Bureau of Security and Investigative Services.
 - (3) Perimeter lighting systems (including motion sensors) for after-hours security.
 - (4) Perimeter security and lightning as approved by the City Manager or their designee.
 - (5) Preventing individuals from remaining on the premises of the commercial cannabis business if they are not engaged in an activity directly related to the permitted operations of the commercial cannabis business.

(6) Establishing limited access areas accessible only to authorized commercial cannabis business personnel.

(7) Except for live growing plants which are being cultivated at a cultivation operation, all cannabis and cannabis products shall be stored in a secured and locked vault or vault equivalent. All safes and vaults shall be compliant with Underwriter Laboratories burglary-resistant and fire-resistant standards. All cannabis and cannabis products, including live plants that are being cultivated, shall be kept in a manner as to prevent diversion, theft, and loss.

(8) Installing 24-hour security surveillance cameras of at least HD-quality to monitor all entrances and exits to and from the premises, all interior spaces within the commercial cannabis business which are open and accessible to the public, all interior spaces where cannabis, cash or currency, is being stored for any period of time on a regular basis and all interior spaces where diversion of cannabis could reasonably occur. All cameras shall record in color. All exterior cameras shall be in weather-proof enclosures, shall be located so as to minimize the possibility of vandalism, and shall have the capability to automatically switch to black and white in low light conditions. Video recordings shall be maintained for a minimum of ninety (90) days and shall be made available to the City Manager or their designee upon request. Video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the site of the commercial cannabis business and shall be capable of enlargement via projection or other means.

(9) Sensors shall be installed to detect entry and exit from all secure areas and shall be monitored in real time by a security company licensed by the State of California Bureau of Security and Investigative Services.

(10) Panic buttons shall be installed in all commercial cannabis businesses with direct notification to the National City Police Department dispatch and shall be configured to immediately alert dispatch for the National City Police Department.

(11) Any bars installed on the windows or the doors of the commercial cannabis business shall be installed only on the

interior of the building in compliance with all federal, state and local laws.

(12) Security personnel shall be on-site 24 hours a day or alternative security as authorized by the City Manager or their designee and must have a verified response security patrol when closed. Security personnel must be licensed by the State of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the City Manager, or their designee, with such approval not to be unreasonably withheld. Firearms may be carried by security personnel while they are on duty, if permitted by the San Diego County Sheriff's Department and authorized by the Chief of Police.

(13) Each commercial cannabis business shall have the capability to remain secure during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.

(14) Entrance areas are to be locked at all times and under the control of a designated responsible party that is either; (a) an employee of the commercial cannabis business; or (b) a licensed security professional.

(15) Each commercial cannabis business shall demonstrate to the City Manager or their designee, compliance with the state's track and trace system for cannabis and cannabis products, as soon as it is operational.

(16) Each commercial cannabis business shall have a professionally installed video surveillance system, access control and intrusion alarm systems designed to protect the inventory, facility, and employees. Each business shall have network security protocols that are certified by Underwriters Laboratories.

(17) Exterior vegetation shall be planted, altered and maintained in a fashion that precludes its use as a hiding place for persons on the premises.

(18) Emergency access and emergency evacuation plans that are in compliance with state and local fire safety standards.

(19) Each commercial cannabis business shall identify a designated security representative/liaison to the City of National City, who shall be reasonably available to meet with the City Manager or their designee regarding any security related measures or and operational issues. The designated security representative/liaison shall, on behalf of the commercial cannabis business, annually maintain a copy of the current security plan on the premises of the business, to present to the City Manager or their designee upon request that meets the requirements of Section 9.60.230(m).

(20) As part of the application and permitting process each commercial cannabis business shall have a storage and transportation plan, which describes in detail the procedures for safely and securely storing and transporting all cannabis, cannabis products, any hazardous materials that may be used by the business, and any currency.

(21) The commercial cannabis business shall cooperate with the City of National City whenever the City Manager or their designee makes a request, with or without prior notice, to inspect or audit the effectiveness of any security plan or of any other requirement of this Chapter.

(22) A commercial cannabis business shall notify the City Manager or their designee within twenty-four (24) hours of discovering any of the following:

- (a) Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the City Manager or their designee.
- (b) Diversion, theft, loss, or any criminal activity involving the commercial cannabis business or any agent or employee of the commercial cannabis business.
- (c) The loss or unauthorized alteration of records related to cannabis, customers or employees or agents of the commercial cannabis business.
- (d) Any other breach of security.

(23) Compliance with the foregoing requirements shall be verified by the City Manager or their designee prior to commencing business operations. The City Manager or their designee may supplement these security requirements once operations begin, subject to review by the City Manager or their designee if requested by the business owner.

(24) Retailers and microbusinesses authorized to conduct retail activities shall only serve customers who are within the licensed premises, or at a delivery address that meets the requirements of this division.

- (1) The sale and delivery of cannabis goods shall not occur through a pass-through window or a slide-out tray to the exterior of the premises.
- (2) Retailers or microbusinesses shall not operate as or with a drive-in or drive-through at which cannabis goods are sold to persons within or about a motor vehicle.
- (3) No cannabis goods shall be sold and/or delivered by any means or method to any person within a motor vehicle.
- (4) All cannabis goods sold by a retail business shall be contained in child-resistant packaging.
- (5) Retailers shall record point-of-sale areas and areas where cannabis goods are displayed for sale on the video surveillance system. At each point-of-sale location, camera placement must allow for the recording of the facial features of any person purchasing or selling cannabis goods, or any person in the retail area, with sufficient clarity to determine identity. A retail licensee or microbusiness licensee who is engaged in retail sale shall hire or contract for security personnel who are at least twenty-one (21) years of age to provide security services for the licensed retail premises. All security personnel hired or contracted for by the licensee shall be licensed by the Bureau of Security and Investigative Services and shall comply with

Chapters 11.4 and 11.5 of Division 3 of the
Business and Professions Code.

(n) Records and Recordkeeping.

- (1) Each owner and operator of a commercial cannabis business shall maintain accurate books and records in an electronic format, detailing all of the revenues and expenses of the business, and all of its assets and liabilities. On no less than an annual basis (at or before the time of the renewal of a commercial cannabis business permit issued pursuant to this Chapter), or at any time upon reasonable request of the City of National City, each commercial cannabis business shall file a sworn statement detailing the number of sales by the commercial cannabis business during the previous twelve (12) month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement shall also include gross sales for each month, and all applicable taxes and fees paid or due to be paid. On an annual basis, each owner and operator shall submit to the City a financial audit of the business's operations conducted by an independent certified public accountant. Each permittee shall be subject to a regulatory compliance review and financial audit as determined by the City Manager or their designee(s).
- (2) Each owner and operator of a commercial cannabis business shall maintain a current register of the names and the contact information (including the name, address, and telephone number) of anyone owning or holding an interest in the commercial cannabis business, and separately of all the officers, managers, employees, agents and volunteers currently employed or otherwise engaged by the commercial cannabis business. The register required by this paragraph shall be provided to the City Manager or their designee(s) upon a reasonable request.
- (3) If an applicant operated a cannabis collective, cooperative, or other business prior to the enactment of MAUCRSA, then once a state license is obtained, the commercial cannabis business must maintain such records only to the extent permitted or required by MAUCRSA.
- (4) All commercial cannabis businesses shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products for all stages of the growing and production or manufacturing, laboratory testing and distribution processes until purchase as set forth MAUCRSA.

- (5) Each commercial cannabis business shall allow the City of National City officials to have access to the business's books, records, accounts, together with any other data or documents relevant to its permitted commercial cannabis activities, for the purpose of conducting an audit or examination at any time during the business's business hours. If not otherwise available, books, records, accounts, and any and all relevant data or documents will be produced no later than twenty-four (24) hours after receipt of the City's request, unless otherwise stipulated by the City. The City may require the materials to be submitted in an electronic format that is compatible with the City's software and hardware.

Section 9.60.240. Amendments to General Operating Requirements.

The City Manager or their designee may develop other commercial cannabis business operational requirements or regulations as are determined to be necessary to protect the public health, safety and welfare.

Section 9.60.250. Additional Operating Requirements for Store Front Retail Facilities.

- (a) Retailers shall verify the age and all necessary documentation of each individual to ensure the customer is not under the age of eighteen (18) years. If the potential customer is eighteen (18) to twenty (20) years old, retailer shall confirm the customer's possession of a valid doctor's recommendation and/or Health and Safety Code Section 11362.71 identification card (Medical Cannabis Card). For adult use or recreational purchases, retailers shall verify that all customers are twenty-one (21) years of age or older for the purchase of cannabis or cannabis products.
- (1) Access to the premises of a retail licensee/permittee shall be limited to individuals who are at least twenty-one (21) years of age.
 - (2) Notwithstanding Section 9.60.250 (a)(1), individuals who are at least eighteen (18) years of age and in possession of a valid physician's recommendation shall be granted access to the premises of a retail licensee/permittee for the sole purpose of purchasing medicinal cannabis consistent with the physician's recommendation.
 - (3) All individuals seeking access to the commercial cannabis retail business must show their government-issued identification, and, if appropriate, doctor's recommendation of Medical Cannabis card, in order to gain access into the retailer. These documents must also be shown at the point of sale station at the time of purchase. Doctor

recommendations are not to be obtained or provided at the retail location.

- (b) Entrances into the retailer shall be locked at all times with entry strictly controlled. A "buzz-in" electronic/mechanical entry system shall be utilized to limit access to and entry to the retailer to separate it from the reception/lobby area.
- (c) Retailers may have only that quantity of cannabis and cannabis products to meet the daily demand readily available for sale on-site in the retail sales area of the retailer. Additional product may be stored in a secured, locked area to which customers, vendors, and visitors shall not have access.
- (d) All restroom facilities shall remain locked and under the control of management.
- (e) Limited Access Areas. A retailer shall establish limited-access areas and permit only authorized individuals to enter the limited-access areas. Authorized individuals include individuals employed by the retailer as well as any outside vendors, contractors, or other individuals conducting business that requires access to the limited access area. All individuals granted access to the limited access area shall be at least twenty-one (21) years of age, and if not employed by the retailer, shall be escorted at all times by an employee of the licensee/permittee. A retailer shall maintain a log of all individuals who are not employees who are granted access to the limited access area. These logs shall be made available to the City Manager or their designee upon request.
- (f) Microbusiness – Commercial Activity. All cultivation, manufacturing, distribution, and retail activities performed by a licensee under a Type 12-Microbusiness permit shall occur on the same licensed premises. Areas of the premises for manufacturing and cultivation shall be separated from the distribution and retail areas by a wall and all doors between the areas shall remain closed when not in use.
- (g) Operating hours of the Store Front Retailer License shall be limited to the hours of 9:00 a.m. through 9:00 p.m., seven days a week.
- (h) Store Front/Retail Security Requirements. All provisions incorporated within Section 9.60.230(m) of this Chapter (Security Requirements), are directly applicable to and binding on all commercial cannabis businesses, including all Store Front/Retail businesses. Uniformed licensed security personnel shall be employed to monitor site activity, control loitering and site access, and to serve as a visual deterrent to unlawful activities. Security personnel may be allowed to carry firearms if permitted by San Diego County Sheriff's Department and authorized by the Chief of Police.

Section 9.60.260. Additional Operating Requirements for Non-Store Front Retail Facilities.

All Store Front Retailers, Non-Store Front Retailers (delivery) and Microbusinesses which conduct deliveries into or within the City of National City shall be required to obtain a delivery permit from the City of National City in order to conduct retail sales regardless if they are located in the City or another local jurisdiction.

- (a) Operating hours of the Non-Store Front Retailer License shall be limited to the hours of 9:00 a.m. through 9:00 p.m., seven days a week.
- (b) The commercial Non-Store Front Retailer shall only sell cannabis or cannabis products to a natural person twenty-one (21) years of age or older, or a natural person eighteen (18) years of age or older who possesses a physician's recommendation for cannabis medical use only. The age and/or any necessary documentation including a valid doctor's recommendation of each medical customer shall be verified. Doctor recommendations are not to be obtained or provided at the retail location.
- (c) The commercial cannabis Non-Store Front Retailer may only have on-site that quantity of cannabis and cannabis products reasonably anticipated to meet the weekly demand for which they may need to be readily available for sale.

Section 9.60.265. Operating Requirements for Consumption Lounges.

- (a) Any consumption lounge operating within the City of National City must be contained within the premises of a state-licensed retail business or microbusiness, must be locally permitted pursuant to Section 9.60.140, must meet the other requirements of this Chapter, and must be compliant with the following additional requirements:
 - (1) Access to the area where cannabis consumption is allowed is restricted to persons twenty-one (21) years of age or older.
 - (2) Cannabis consumption is not visible from any public place or non-age-restricted area.
 - (3) Sale or consumption of alcohol or tobacco is not allowed on the premises.
 - (4) Patrons cannot bring cannabis, tobacco or alcohol or other substances into the consumption lounge – they can only consume whatever cannabis they purchase on site.

- (b) An applicant must obtain a secondary on-site consumption permit in order for cannabis to be consumed on the premises of an adult-use retail business and shall comply with the following
 - (1) Cannabis consumption areas shall be well ventilated private areas of the retail establishment and are designed to prevent the flow of smoke to any other area of the establishment.
- (c) A commercial cannabis retail business with a retail lounge on its premises shall adopt procedures ensuring that its customers may only gain access to the lounge once they have purchased a product or products from the retail business.
- (d) The on-site sale of food is permitted. A Permittee shall comply with laws governing Cannabis Businesses and retail food establishments, including but not limited to the California Retail Food Code.
- (e) The owner/operator of the consumption lounge shall be responsible for maintaining dedicated and sufficient staff during operating hours to verify the identity and age of all patrons seeking admittance to the lounge. Persons under twenty-one (21) shall be denied entry without exception.
- (f) The owner/operator of the consumption lounge shall be responsible for ensuring that a state-licensed security guard is on duty during operating hours.
- (g) The City Manager or his/or designee shall establish conditions for approval for each onsite consumption permit including but not limited to a parking plan, ventilation plan, anti-drugged driving plan, design plan, and set hours of operation. Set hours of operation may only be adjusted by submitting a written request to and obtaining approval from city.
- (h) Cannabis consumption areas shall only provide cannabis to an individual in an amount consistent with personal possession and use limits allowed by the state.

Section 9.60.270. In-City Delivery Vehicle Requirements.

Prior to commencing delivery operations, any locally permitted cannabis retail operation shall provide the following information to the City of National City:

- (a) Proof of ownership of the vehicle or a valid lease for all vehicles that will be used to deliver cannabis or cannabis products.

- (b) The year, make, model, color, license plate number, and numerical Vehicle Identification Number (VIN) for all vehicles that will be used to deliver cannabis goods.
- (c) Proof of insurance as required in Section 9.60.210(b) for any and all vehicles being used to deliver cannabis goods.
- (d) The licensee shall provide the City with any changes to the information required by this section in writing within thirty (30) calendar days.

Section 9.60.275. Out-of-City Delivery Vehicle Requirements.

Prior to commencing operations, a cannabis out of City of National City delivery service shall comply with the following requirements:

- (a) Obtain from the City a permit authorizing the delivery of cannabis and cannabis products within the City limits. A copy of this permit shall be retained by all drivers.
- (b) The retail business operating the delivery service shall provide the City Manager or their designee, with evidence of a valid state license for a commercial cannabis business on whose authorization the delivery service is performing the delivery function.
- (c) The retail business operating the delivery service shall furnish to the City Manager or their designee, the year, make, model, color, license plate number, and numerical Vehicle Identification Number (VIN) for any and all vehicles that will be used to deliver cannabis goods.

Section 9.60.280. Additional Operating Requirements for a Cultivation Facility Operation.

- (a) Outdoor Commercial Cultivation is prohibited.
- (b) In no case, shall cannabis plants be visible from a public or private road, sidewalk, park or any common public viewing area.
- (c) Cannabis cultivation shall be conducted in accordance with state and local laws related to land conversion, grading, electricity, water usage, water quality, woodland and riparian habitat protection, agricultural discharges, and similar matters.

- (d) Pesticides and fertilizers shall be properly labeled and stored to avoid contamination through erosion, leakage or inadvertent damage from pests, rodents or other wildlife.
- (e) The cultivation of cannabis shall at all times be operated in such a way as to ensure the health, safety, and welfare of the public, the employees working at the commercial cannabis business, visitors to the area, neighboring properties, and the end users of the cannabis being cultivated, to protect the environment from harm to streams, fish, and wildlife; to ensure the security of the cannabis being cultivated; and to safeguard against the diversion of cannabis.
- (f) All applicants for a cannabis cultivation permit shall submit to the following in addition to the information generally otherwise required for a commercial cannabis business:
 - (1) A cultivation and operations plan that meets or exceeds minimum legal standards for water usage, conservation and use; drainage, runoff, and erosion control; watershed and habitat protection; and proper storage of fertilizers, pesticides, and other regulated products to be used on the parcel, and a description of the cultivation activities and schedule of activities during each month of growing and harvesting, or explanation of growth cycles and anticipated harvesting schedules for all-season harvesting.
 - (2) A description of a legal water source, irrigation plan, and projected water use.
 - (3) Identification of the source of electrical power and plan for compliance with applicable Building Codes and related codes.
 - (4) Plan for addressing odor and other public nuisances that may derive from the cultivation site.

Section 9.60.290. Additional Operating Requirements for Distributors.

- (a) A distributor shall not store non-cannabis goods or non-cannabis accessories that are to be sold to another party on any licensed premises. Additionally, a distributor shall not distribute non-cannabis goods or non-cannabis accessories at a licensed premise. For the purposes of this section, non-cannabis goods are any goods that do not meet the definition of cannabis goods as defined in Title 16, Section 5000(c) of the California Code of Regulations.

- (b) After taking physical possession of a cannabis goods batch, the distributor shall contact a testing laboratory and arrange for a laboratory employee to come to the distributor's licensed premises to select a representative sample for laboratory testing.
- (c) A distributor shall ensure that all cannabis goods are stored separately and distinctly from other cannabis goods on the distributor's premises.
- (d) The distributor shall ensure that the batch size from which the sample is taken meets the requirements of state law, specifically the testing provisions within the California Code of Regulations.
- (e) A distributor or an employee of the distributor shall be physically present to observe the laboratory employee obtain the sample of cannabis goods for testing and shall ensure that the increments are taken from throughout the batch. The sampling shall be video-recorded, and the recording kept available to state and local authorities for a minimum of one hundred eighty (180) days, pursuant to Title 16, Section 5305 of the California Code of Regulations.
- (f) A distributor shall not transport cannabis or cannabis products to a licensed retail facility until and unless it has verified that the cannabis or cannabis products have been tested and certified by a testing lab as being in compliance with state health and safety requirements pursuant to Title 16, Sections 5705, 5710 and 5714 of the California Code of Regulations.

Section 9.60.300. Additional Operating Requirements for Testing Labs.

- (a) Testing Labs shall be required to conduct all testing in a manner pursuant to Business and Professions Code Section 26100 and shall be subject to state and local law. Each Testing Lab shall be subject to additional regulations as determined from time to time as more regulations are developed under this Chapter and any subsequent State of California legislation regarding the same.
- (b) Testing Labs shall conduct all testing in a manner consistent with general requirements for the competence of testing and calibrations activities, including sampling using verified methods.
- (c) All cannabis testing laboratories performing testing shall obtain and maintain ISO/IEC 17025 accreditation as required by the Bureau of Cannabis Control.
- (d) Testing labs shall destroy any harvest batch whose testing sample indicates noncompliance with health and safety standards required by the bureau

unless remedial measures can bring the cannabis or cannabis products into compliance with quality standards as specified by law and implemented by the bureau.

- (e) Each operator shall ensure that a testing laboratory employee takes the sample of cannabis or cannabis products from the distributor's premises for testing required by state law and that the testing laboratory employee transports the sample to the testing laboratory.
- (f) Except as provided by state law, a testing laboratory shall not acquire or receive cannabis or cannabis products except from a licensee in accordance with state law, and shall not distribute, sell, or dispense cannabis, or cannabis products, from the licensed premises from which the cannabis or cannabis products were acquired or received. All transfer or transportation shall be performed pursuant to a specified chain of custody protocol.
- (g) A testing laboratory may receive and test samples of cannabis or cannabis products from a qualified patient or primary caregiver only if the qualified patient or primary caregiver presents the qualified patient's valid physician's recommendation for cannabis for medicinal purpose. A testing lab shall not certify samples from a qualified patient or primary caregiver for resale or transfer to another party or licensee. All tests performed by a testing laboratory for a qualified patient or primary caregiver shall be recorded with the name of the qualified patient or primary caregiver and the amount of the cannabis or cannabis products received.

Section 9.60.310. Additional Operating Requirements for Cannabis Manufacturing: Edibles and Other Cannabis Products; Sale or Distribution of Edible and Other Cannabis Products.

Cannabis manufacturing shall only be permitted pursuant to state law, this chapter and or any subsequently created manufacturing state license as defined in MAUCRSA, and may be permitted to operate only within those zone districts as defined in Section 9.60.070 of this Chapter and Section 18.20.020 of the City of National City Municipal Code.

Any compressed gases used in the manufacturing process shall not be stored on any property within the City of National City in containers that exceeds the amount which is approved by the National City Fire Department and authorized by the regulatory permit. Each site or parcel subject to a commercial cannabis business permit shall be limited to a total number of tanks as authorized by the National City Fire Department on the property at any time. Additional operating requirements include:

- (a) Cannabis manufacturing facilities may use heat, screens, presses, steam distillation, ice water, ethanol and other methods without employing solvents or gases to create keef, hashish, bubble hash, or infused dairy butter, or oils or fats derived from natural sources, and other extracts.
- (b) If an extraction process uses a professional grade closed loop CO₂ gas extraction system every vessel must be certified by the manufacturer for its safe use as referenced in Section 9.60.310 (f). The CO₂ must be of at least ninety-nine percent purity.
- (c) Closed loop systems for compressed gas extraction systems must be commercially manufactured and bear a permanently affixed and visible serial number.
- (d) Certification from an engineer licensed by the State of California, or by a certified industrial hygienist, must be provided to the Community Development Department for a professional grade closed loop system used by any commercial cannabis manufacturing manufacturer to certify that the system was commercially manufactured, is safe for its intended use, and was built to codes of recognized and generally accepted good engineering practices, including but not limited to:
 - (1) The American Society of Mechanical Engineers (ASME);
 - (2) American National Standards Institute (ANSI);
 - (3) Underwriters Laboratories (UL); or
 - (4) The American Society for Testing and Materials (ASTM)
- (e) The certification document must contain the signature and stamp of the professional engineer or industrial hygienist and serial number of the extraction unit being certified.
- (f) Professional closed loop systems, other equipment used, the extraction operation, and facilities must be approved for their use by the Fire Department and meet any required fire, safety, and building code requirements specified in the California Building Reference Codes.
- (g) Cannabis Manufacturing Facilities may use food grade glycerin, ethanol, and propylene glycol solvents to create or refine extracts. Ethanol should be removed from the extract in a manner to recapture the solvent and ensure that it is not vented into the atmosphere.

- (h) Cannabis Manufacturing Facilities creating cannabis extracts must develop standard operating procedures, good manufacturing practices, and a training plan prior to producing extracts for the marketplace.
- (i) Any person using solvents or gases in a closed looped system to create cannabis extracts must be fully trained on how to use the system, have direct access to applicable material safety data sheets and handle and store the solvents and gases safely.
- (j) Parts per million for one gram of finished extract cannot exceed state standards for any residual solvent or gas when quality assurance tested.

Section 9.60.320. Additional Operating Requirements for a Microbusiness-Cultivation Facility.

Microbusinesses shall comply with all local operating requirements under this Chapter and all requirements imposed by state law that apply to the specific activities operating under the umbrella of the individual microbusiness.

- (a) Outdoor Commercial Cultivation is prohibited.
- (b) In no case, shall cannabis plants be visible from a public or private road, sidewalk, park or any common public viewing area.
- (c) Commercial cannabis cultivation which is permitted in the City of National City shall not exceed 10,000 square feet of canopy space permitted by state law as part of a microbusiness license.
- (d) Cannabis cultivation shall be conducted in accordance with state and local laws related to land conversion, grading, electricity, water usage, water quality, woodland and riparian habitat protection, agricultural discharges, and similar matters.
- (e) Pesticides and fertilizers shall be properly labeled and stored to avoid contamination through erosion, leakage or inadvertent damage from pests, rodents or other wildlife.
- (f) The cultivation of cannabis shall at all times be operated in such a way as to ensure the health, safety, and welfare of the public, the employees working at the commercial cannabis business, visitors to the area, neighboring properties, and the end users of the cannabis being cultivated, to protect the environment from harm to streams, fish, and wildlife; to ensure

the security of the cannabis being cultivated; and to safeguard against the diversion of cannabis.

- (g) All applicants for a microbusiness permit which includes cannabis cultivation shall submit to the following in addition to the information generally otherwise required for a commercial cannabis business:
- (1) A cultivation and operations plan that meets or exceeds minimum legal standards for water usage, conservation and use; drainage, runoff, and erosion control; watershed and habitat protection; and proper storage of fertilizers, pesticides, and other regulated products to be used on the parcel, and a description of the cultivation activities and schedule of activities during each month of growing and harvesting, or explanation of growth cycles and anticipated harvesting schedules for all-season harvesting.
 - (2) A description of a legal water source, irrigation plan, and projected water use.
 - (3) Identification of the source of electrical power and plan for compliance with applicable Building Codes and related codes.
 - (4) Plan for addressing odor and other public nuisances that may derive from the cultivation site.

Section 9.60.330. Permissible Delivery Locations and Customers.

All retail businesses conducting cannabis delivery operations within the City of National City are subject to the following requirements:

- (a) A licensed cannabis business shall not deliver cannabis goods to an address located on publicly owned land or any address on land or in a building leased by a public agency.
- (b) A licensed cannabis business shall comply with all requirements of state and local law pertaining to the cannabis permit and all subsequent policies, procedures and regulations which may be amended by the City Manager from time to time in order to enforce this Chapter.
- (c) Any kiosk, i-Pad, tablet, smartphone, fixed location or technology platform, whether manned or unmanned, other than a retail location permitted by the city, that facilitates, directs, or assists the retail sale or delivery of cannabis or cannabis products is prohibited and shall be a violation of this Chapter.

Section 9.60.340. Expiration of Commercial Cannabis Business Permits.

Each commercial cannabis business permit issued pursuant to this Chapter shall expire twelve (12) months after the date of its issuance. Commercial cannabis permits may be renewed as provided in Section 9.60.350.

Section 9.60.350. Renewal of Cannabis Business Permits.

- (a) An application for renewal of a commercial cannabis business permit shall be filed at least sixty (60) calendar days prior to the expiration date of the current permit.
- (b) The renewal application shall contain all the information required for new applications.
- (c) The applicant shall pay a fee in an amount to be set by the City Council to cover the costs of processing the renewal permit application, together with any costs incurred by the City of National City to administer the program created under this Chapter.
- (d) An application for renewal of a commercial cannabis business permit shall be rejected if any of the following exists:
 - (1) The application is filed less than sixty (60) days before its expiration.
 - (2) The commercial cannabis business permit is suspended or revoked at the time of the application.
 - (3) The commercial cannabis business has not been in regular and continuous operation in the four (4) months prior to the renewal application.
 - (4) The commercial cannabis business has failed to conform to the requirements of this Chapter, or of any regulations adopted pursuant to this Chapter, or is in violation of any other state or local laws and regulations.
 - (5) The permittee fails or is unable to renew its State of California license.
 - (6) If the state has determined, based on substantial evidence, that the permittee or applicant is in violation of the requirements of the state rules and regulations, and the state has determined that the violation

is grounds for termination or revocation of the commercial cannabis business permit.

- (e) The City Manager or their designee is authorized to make all decisions concerning the issuance of a renewal permit. In making the decision, the City Manager or their designee is authorized to impose additional conditions to a renewal permit, if it is determined to be necessary to ensure compliance with state or local laws and regulations or to preserve the public health, safety or welfare. Appeals from the decision of the City Manager or their designee shall be handled pursuant to Sections 9.60.380 through 9.60.400.
- (f) If a renewal application is rejected, a person may file a new application pursuant to this Chapter no sooner than one (1) year from the date of the rejection.

Section 9.60.360. Revocation or Suspension of Permits.

Commercial cannabis business permits may be revoked or suspended for any violation of any relevant law and/or any rule, regulation and/or standard adopted pursuant to this Chapter, including any amendments to those standards, or pursuant to any policy, procedure or regulation in this Chapter or in the National City Municipal Code.

Section 9.60.370. Effect of State License Suspension, Revocation, or Termination.

Suspension of a license issued by the State of California, or by any of its departments or divisions, shall immediately suspend the ability of a commercial cannabis business to operate within the City of National City, until the State of California, or its respective department or division, reinstates or reissues the State license. Should the State of California, or any of its departments or divisions, revoke or terminate the license of a commercial cannabis business, such revocation or termination shall also revoke or terminate the ability of a commercial cannabis business to operate within the City of National City. A cannabis business owner wishing to recommence operations shall re-apply for a local permit at such time as it can demonstrate that the grounds for revocation of the license by the state no longer exist, or that the underlying deficiency has otherwise been cured.

Section 9.60.380. Appeals.

Unless specifically provided elsewhere to the contrary, whenever an appeal is provided for in this Chapter from a decision of the City Manager or their designee, the appeal shall be conducted as prescribed in this Chapter.

Section 9.60.390. Written Request for Appeal.

- (a) Within ten (10) calendar days after the date of a decision of the City Manager or their designee(s) to revoke, suspend or deny a permit, or to add conditions to a permit, an applicant may appeal such action by filing a written appeal with the City Clerk setting forth the reasons why the decision was not proper. Reasons shall be stated with specificity.
- (b) At the time of filing the appellant shall pay the designated appeal fee, established by resolution of the City Council.

Section 9.60.400. Appeal Hearing Process.

- (a) Upon receipt of the written appeal, the City Clerk shall schedule the matter for a hearing before a hearing officer.
- (b) The appeal shall be set within a reasonable time after the date of receipt of the written appeal, but in no event shall be set later than thirty (30) City of National City working days from the date of the receipt of the written appeal. The hearing shall be held no later than ninety (90) City of National City working days from the date of the receipt of the written appeal. The City shall notify the appellant of the time and location at least ten (10) days prior to the date of the hearing. The appellant can waive the right to have their appeal set no later than thirty (30) City of National City working days and/or held no later than ninety (90) City of National City working days from the date of the receipt of the written appeal.
- (c) At the hearing, the appellant may present any information they deem relevant to the decision appealed. The formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing. The applicant may have the assistance of counsel or may appear by counsel.
- (d) After the City Manager or their designee has presented the statement of facts upon which the determination was made, the burden to show that the action taken by the City Manager or their designee was not based on substantial evidence, or was arbitrary, capricious, or unjustified shall be upon the appealing party.
- (e) If the applicant, or counsel representing the applicant, fails to appear at the hearing, the appeal is abandoned and the action of the City Manager or their designee is final.

- (f) The hearing officer may uphold the denial, suspension, or revocation, may allow that which has been denied, reinstate that which has been suspended or revoked, reverse or modify any other decision of the City Manager or their designee that is the subject of the appeal.
- (g) If the decision of the hearing officer is to deny the appeal, then that decision shall be final and conclusive and shall constitute the exhaustion of the administrative remedy.
- (h) A copy of the written decision of the hearing officer specifying findings of fact and the reasons for the decision shall be given to the applicant or the designated representative and the City Manager or their designee within thirty (30) calendar days of the hearing. If the hearing officer determines the complexity of the case required additional time in which to render a decision, the time in which to render the decision is automatically extended another thirty (30) calendar days. Service of the decision shall govern the commencement of any period of limitation for judicial review under Code of Civil Procedure Section 1094.6 or 1084.8, whichever is applicable.

Section 9.60.420. Transfer of Cannabis Business Permit.

- (a) The owner of a cannabis business permit shall not transfer ownership or control of the permit, within the first year of obtaining said permit, to another person or entity unless and until the transferee obtains an amendment to the permit from the City Manager or their designee stating that the transferee is now the permittee. Such an amendment may be obtained only if the transferee files an application with the City Manager or their designee in accordance with all provisions of this Chapter (as though the transferee were applying for an original cannabis business permit). The proposed transferee's application shall be accompanied by a transfer fee in an amount set by resolution of the City Council (or if not set, shall be the same amount as the application fee) and an acknowledgment that any labor agreements in existence at the time of transfer will be upheld by transferee.
- (b) The City Manager or their designee shall conduct a hearing to determine whether the transferee passed the background check required for permittees and meets all other requirements of this Chapter.
- (c) Commercial cannabis business permits issued through the grant of a transfer by the City Manager or their designee shall be valid for a period of one year beginning on the day the City Manager or their designee approves the transfer of the permit. Before the transferee's permit expires, the transferee shall apply for a renewal permit in the manner required by this Chapter.

- (d) Changes in ownership of a permittee's business structure or a substantial change in the ownership of a permittee business entity (changes that result in a change of more than 25% of the original ownership), must be approved by the City Manager or their designee through the transfer process contained in this subsection (a). Failure to comply with this provision is grounds for permit revocation.
- (e) A permittee may change the form of business entity without applying to the City Manager or their designee for a transfer of permit, provided that either:
 1. The membership of the new business entity is substantially similar to original permit holder business entity (at least 25% of the membership is identical), or

Although a transfer is not required in this circumstance, the permit holder is required to notify the City Manager or their designee in writing of the change within ten (10) days of the change. Failure to comply with this provision is grounds for permit revocation.
- (f) No commercial cannabis business permit may be transferred when the City Manager or their designee has notified the permittee that the permit has been or may be suspended or revoked.
- (g) Any attempt to transfer a commercial cannabis business permit either directly or indirectly in violation of this section is hereby declared void, and such a purported transfer shall be deemed a ground for revocation of the permit.

Section 9.60.430. Change in Location; Updated Permit Application.

- (a) Any time the dispensing, cultivation, manufacturing, transportation and distribution location specified in the regulatory permit is changed, the applicant shall re-file a permit application with the City Manager or their designee(s) containing the updated information. The process and the fees for this re-registration shall be the same as the process and fees set forth for registration in Sections 9.60.420(c) and 9.60.160.
- (b) Within fifteen (15) calendar days of any other change in the information provided in the permit application form or any change in status of compliance with the provisions of this Chapter, including any change in the commercial cannabis business ownership or management members, the applicant shall file an updated permit application form with the City Manager or their designee(s) for review along with a application

amendment fee, as set forth in Sections 9.60.420(c) and 9.60.160).

Section 9.60.440. Promulgation of Regulations, Standards and Other Legal Duties.

- (a) In addition to any regulations adopted by the City Council, the City Manager or their designee is authorized to establish any additional rules, regulations and standards governing the issuance, denial or renewal of commercial cannabis business permits, the ongoing operation of commercial cannabis businesses and the City's oversight, or concerning any other subject determined to be necessary to carry out the purposes of this Chapter.
- (b) Regulations will be published on the City's website.
- (c) Regulations promulgated by the City Manager shall become effective upon date of publication. Commercial cannabis businesses shall be required to comply with all state and local laws and regulations, including but not limited to any rules, regulations or standards adopted by the City Manager or their designee.
- (d) Testing Labs, Distribution facilities, Out of City Delivery Services and Special Events shall be subject to state law and shall be subject to additional City regulations as determined from time to time as more regulations are developed under Section 9.60.020 of this Chapter and any subsequent State of California legislation regarding the same.

Section 9.60.450. Community Relations.

- (a) Each facility must provide the City Manager or designee with the name, telephone number, and email address of an on-site community relations or staff person or other representative to whom the city can provide notice if there are operating problems associated with the facility or refer members of the public who may have any concerns or complaints regarding the operation of the facility. Each facility must also provide the above information to all businesses and residences located within 100 feet of the facility.
- (b) During the first year of operation of a facility authorized under this Chapter, the owner, manager, and community relations representative from each such facility must attend a monthly meeting with the City Manager or their designee to discuss costs, benefits and other community issues arising as a result of implementation of the Certificate of Approval authorized by this Chapter. After the first year of operation, the owner, manager, and community relations representative from each such facility must meet with the City Manager or their designee when and as requested by the City Manager or their designee, with reasonable notice.

Section 9.60.460. Fees Deemed Debt to the City of National City.

The amount of any fee, cost or charge imposed pursuant to this Chapter shall be deemed a debt to the City of National City that is recoverable via an authorized administrative process as set forth in the City ordinance, or in any court of competent jurisdiction.

Section 9.60.470. Responsibility for Violations.

All Responsible persons pursuant to this Chapter shall be responsible for all violations of the laws of the State of California or of the regulations and/or the ordinances of the City of National City, whether committed by the property owner, permittee or any employee or agent of the property owner or permittee, which violations occur in or about the premises of the commercial cannabis business whether or not said violations occur within the permit holder's presence.

Section 9.60.480. Inspection and Enforcement.

- (a) The City Manager, or their designee charged with enforcing the provisions of the City of National City Municipal Code, or any provision thereof, may enter the location of a commercial cannabis business at any time, without notice, to check for compliance with all state and local laws and inspect the location of any commercial cannabis business as well as any recordings and records required to be maintained pursuant to this Chapter or under applicable provisions of State law.
- (b) It is unlawful for any responsible persons, to impede, obstruct, interfere with, or otherwise not to allow, the City to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a commercial cannabis business under this Chapter or under state or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a commercial cannabis business under this Chapter or under state or local law.
- (c) The City Manager, or their designee charged with enforcing the provisions of this Chapter may enter the location of a commercial cannabis business at any time during the hours of operation and without notice to obtain samples of the cannabis to test for public safety purposes. Any samples obtained by the City of National City shall be logged, recorded, and maintained in accordance with established procedures by the City of National City's City Manager or their designee or these regulations.

Section 9.60.490. Compliance with State Regulations.

It is the stated intent of this Chapter to regulate commercial cannabis activity in the City of National City in compliance with all provisions MAUCRSA and any subsequent state legislation.

Section 9.60.500. Violations Declared a Public Nuisance.

Each and every violation of the provisions of this Chapter is hereby deemed unlawful and a public nuisance and may be enjoined civilly or administratively. In addition, and to the extent not expressly provided elsewhere in this code, it is unlawful and a misdemeanor to maintain a public nuisance.

Section 9.60.510. Each Violation a Separate Offense.

Each and every violation of this Chapter shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the City of National City. Additionally, as a nuisance per se, any violation of this Chapter shall be subject to injunctive relief, any permit issued pursuant to this Chapter being deemed null and void, disgorgement and payment to the City for any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity. The City of National City may also pursue any and all remedies and actions available and applicable under state and local laws for any violations committed by the commercial cannabis business or persons related to, or associated with, the commercial cannabis activity.

Section 9.60.520. Serious Violations Grounds for Immediate Suspension of License or Permit.

The City shall retain the authority, pursuant to Chapter 1.12, to address serious violations that rise to the level of posing an imminent threat to the public health, safety or welfare of the City, by immediately suspending the commercial cannabis license or permit issued by the City with a stop order. Such action by the City may be appealed pursuant to Sections 9.60.380 to 9.60.400 of this Chapter.

Section 9.60.530. Criminal Penalties.

Each and every violation of the provisions of this Chapter may in the discretion of the District Attorney or City Attorney be prosecuted as a misdemeanor and upon conviction be subject to a fine not to exceed one thousand dollars (\$1,000) or imprisonment in the County jail for a period of not more than twelve (12) months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.

Section 9.60.540. Remedies Cumulative and Not Exclusive.

- (a) The remedies provided herein are not to be construed as exclusive remedies. The City of National City is authorized to pursue any proceedings or remedies provided by law.
- (b) The City Attorney may, in addition to, or in lieu of prosecuting a criminal action hereunder, commence an action or actions, proceeding or proceedings for the abatement, removal, or enjoinder thereof, in any manner provided by law,

PASSED and ADOPTED this 4TH day of May, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

ORDINANCE NO. 2021 -

NATIONAL CITY ORDINANCE ADDING CHAPTER 9.60 TO THE NATIONAL CITY MUNICIPAL CODE REGULATION OF COMMERCIAL CANNABIS ACTIVITY

Section 9.60.010. Purpose and Intent.

It is the purpose and intent of this Chapter to implement the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act (“MAUCRSA”) to accommodate the needs of medically-ill persons in need of cannabis for medicinal purposes as recommended by their health care provider(s), and to provide access to same. It is also the purpose and intent of this Chapter to provide access to adult-use cannabis for persons aged twenty-one (21) and over as authorized by the Control, Tax & Regulate the Adult Use Cannabis Act (“AUMA” or “Proposition 64” approved by California voters in 2016), while imposing sensible regulations on the use of land to protect the City of National City’s residents, neighborhoods, and businesses from disproportionately negative impacts. As such, it is the purpose and intent of this Chapter to regulate the cultivation, processing, manufacturing testing, sale, delivery, distribution and transportation of cannabis and cannabis products in a responsible manner to protect the health, safety, and welfare of the residents of the City of National City and to enforce rules and regulations consistent with state and local law. It is the further purpose of intent of this Chapter to require all commercial cannabis operators to obtain and renew annually a commercial cannabis business permit to operate within the City of National City. Nothing in this Chapter is intended to authorize the possession, use, or provision of cannabis for purposes that violate state or local law. The provisions of this Chapter are in addition to any other permits, licenses and approvals which may be required to conduct business in the City of National City, and are in addition to any permits, licenses and approval required under state, City, or other law.

Section 9.60.020. Legal Authority.

Pursuant to Sections 5 and 7 of Article XI of the California Constitution, the provisions of the MAUCRSA, and any subsequent state legislation and/or regulations regarding same, the City of National City is authorized to adopt ordinances that establish standards, requirements and regulations for the licensing and permitting of commercial cannabis activity. Any standards, requirements, and regulations regarding health and safety, security, and worker protections established by the State of California, or any of its departments or divisions, shall be the minimum standards applicable in the City of National City to all commercial cannabis activity.

Section 9.60.030. Cannabis Cultivation and Commercial Cannabis Activities Prohibited Unless Specifically Authorized by this Chapter.

Except as specifically authorized in this Chapter, the commercial cultivation, manufacture, processing, storing, laboratory testing, labeling, sale, delivery, distribution or transportation (other than as provided under Bus. & Prof. Code Section 26090(e), of cannabis or cannabis product is expressly prohibited in the City of National City.

Section 9.60.040. Compliance with State and Local Laws.

It is the responsibility of the owners and operators of the commercial cannabis business, or any other responsible person(s), to ensure that it is, always, operating in a manner compliant with all applicable state and local laws, and any regulations promulgated thereunder. Nothing in this Chapter shall be construed as authorizing any actions that violate state law or local law with respect to the operation of a commercial cannabis business. It shall be the responsibility of the owners and the operators of the commercial cannabis business, or any other responsible person(s), to ensure that the commercial cannabis business is, at all times, operating in a manner compliant with all applicable state and local laws, including the MAUCRSA, and any subsequently enacted state or local law or regulatory, licensing, or certification requirements, and any specific, additional operating procedures or requirements which may be imposed as conditions of approval of the commercial cannabis business permit.

Section 9.60.050. Definitions.

All definitions pertaining to cannabis regulation that appear in Business and Professions Code Section 26001, as codified by Senate Bill 94, MAUCRSA, are hereby incorporated by reference. Definitions appearing in this ordinance are either those that are not covered by state law, pre-date Proposition 64 and the MAUCRSA, or are outside the scope of Section 26001.

(a) "Adult Use" means the use of cannabis for recreational purposes by persons twenty-one (21) years of age or older.

(b) "Canopy" shall have the same meaning as that appearing in Title 3, Section 8000(f) of the California Code of Regulations.

(c) "Caregiver" or "primary caregiver" has the same meaning as that term is defined in Section 11362.7 of the California Health and Safety Code.

(d) "Distributor" shall have the same meaning as that appearing in Section 26070 of the Business and Professions Code.

(e) "Commercial cannabis business" means any business or operation which

engages in medicinal or adult-use commercial cannabis activity.

(f) “Commercial cannabis business permit” means a regulatory permit issued by the City of National City pursuant to this Chapter, to a commercial cannabis business and is required before any commercial cannabis activity may be conducted in the City of National City. The initial permit and annual renewal of a commercial cannabis business is made expressly contingent upon the business’ ongoing compliance with all of the requirements of this Chapter, any regulations adopted by the City of National City governing the commercial cannabis activity at issue, and any other state and local laws and regulations.

(g) “Consumption lounge” means an area that is part of the premises of a state-licensed, locally permitted commercial cannabis retail business, and that is designated for consumption of cannabis or cannabis products.

(h) “Dispensing” means any activity involving the retail sale of cannabis or cannabis products from a retailer.

(i) “Electronic Smoking Device” means an electronic device that can be used to deliver an inhaled dose of nicotine, or other substances, including any component, part, or accessory of such a device, whether or not sold separately. “Electronic Smoking Device” includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor. “Electronic Smoking Device” also includes cartridges, cartomizers, e-liquid, smoke juice, tips, atomizers, Electronic Smoking Device batteries, Electronic Smoking Device charges, and any other item specifically designed for the preparation, charging, or use of Electronic Smoking Devices.

(j) “Limited-access area” means an area in which cannabis is stored or held and is only accessible to some licensee and authorized personnel.

(k) “Manufactured cannabis” means raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, extraction or other manufactured product intended for internal consumption through inhalation or oral ingestion or for topical application.

(l) “Manufacturing site” means a location that produces, prepares, propagates, or compounds cannabis or cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and is owned and operated by a person issued a valid commercial cannabis business permit for manufacturing from the City of National City and, a valid state license as required for manufacturing of cannabis products.

(m) “Microbusiness” shall have the same meaning as that contained in Section 26070(a)(3) of the Business and Professions Code.

(n) “Non-volatile solvent” means any solvent used in the extraction process that is not a volatile solvent as defined by state law. For purposes of this chapter, a nonvolatile solvent includes carbon dioxide (CO₂) used for extraction and ethanol used for extraction or post-extraction processing.

(o) “Package” means any container or receptacle used for holding cannabis or cannabis products.

(p) “Patient” or “qualified patient” shall have the same definition as California Health and Safety Code Section 11362.7 et seq., as it may be amended, and which means a person who is entitled to the protections of California Health & Safety Code Section 11362.22.

(q) “Person with an identification card” shall have the meaning given that term by California Health and Safety Code Section 11362.7.

(r) “Processing” means a cultivation site that conducts only trimming, drying, curing, grading, packaging, or labeling of cannabis and non-manufactured cannabis products.

(s) “Retail Ancillary/Accessory Use” Shall be determined when less than forty percent of a business’s gross floor area is devoted to the use, display, and/or sales of cannabis products and/or paraphernalia and no approved Retail Ancillary/Accessory Use shall be permitted without a licensed and operational primary use.

(t) “Responsible person(s)” shall include but not be limited to a property owner, tenant, manager, permit holder, or any other person with a legal interest in the affected real property and any person in possession of the affected real property.

(u) “Retailer” shall have the same meaning as the definition appearing in Section 26070(a)(1) of the Business and Professions Code.

(v) “State license” means a permit or license issued by the State of California, or one of its departments or divisions, under MAUCRSA and any subsequent State of California legislation regarding the same to engage in commercial cannabis activity. A state license alone will not authorize the holder to operate a cannabis business, as state law also requires a permit or other authorization issued by a local jurisdiction.

(w) “THC” means Tetrahydrocannabinol, the primary active ingredient in cannabis. It is a psychotropic intoxicant causing euphoria and capable of altering human perception and motor skills.

(x) “Topical cannabis” means a product intended for external application and/or absorption through the skin. A topical cannabis product is not considered a drug as defined by Section 109925 of the California Health and Safety Code.

(y) “Transport” means the transfer of cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting commercial cannabis activity authorized by MAUCRSA which may be amended or repealed by any subsequent State of California legislation regarding the same. Transport can only be performed by licensed distributors and does not include deliveries of cannabis or cannabis products.

(z) “Vape cartridge” means a small attachment to a cannabis e-cigarette or vape pen that is a pre-filled container of cannabis oil. Vape cartridges are sold pre-filled with cannabis concentrates which contain cannabis' active ingredients. The liquid in such products usually contains a propylene glycol or vegetable glycerin-based liquid with flavoring and other chemicals and metals. Many vape cartridges are high in THC, but some contain cannabidiol (CBD, a non-psychoactive cannabinoid used as an analgesic), or terpenes (the chemicals that give cannabis its flavorful tastes and aromas).

(aa) “Vaping” means the action or practice of inhaling and exhaling the vapor produced by an electronic cigarette or similar device.

(bb) "Volatile solvent" means a solvent as defined by Health and Safety Code Section 11362.3(b)(3) as of the effective date of this article and as subsequently amended.

(cc) “Youth center” means any public or private facility that is primarily used to host recreation or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades where 10 or more video games or game machines or devices are operated, and where minors are legally permitted to conduct business, or similar amusement park facilities. It shall also include a park, playground or recreational area specifically designed to be used by children which has play equipment installed, including public grounds designed for athletic activities such as baseball, softball, soccer, or basketball or any similar facility located on a public or private school grounds, or on city, county or state parks. This definition shall not include

any private martial arts, yoga, ballet, music, art studio or similar studio of this nature nor shall it include any private gym, athletic training facility, pizza parlor, dentist office, doctor's office primarily serving children or a location which is primarily utilized as an administrative office or facility for youth programs or organizations.

Section 9.60.060. Authorization to Engage in Commercial Cannabis Business.

- (a) No person may engage in any authorized commercial cannabis business or in any commercial cannabis activity within the City of National City including cultivation, manufacturing, processing, laboratory testing, transporting, dispensing, distribution, or sale of cannabis or a cannabis product unless the person has the following:
- (1) a valid commercial cannabis business permit issued by the City of National City;
 - (2) a valid business license issued by the City of National City;
 - (3) a mandatory building inspection and all required permits and approvals which would otherwise be required for any business of the same size and intensity operating in that zone. This includes but is not limited to obtaining any required building permit(s), the National City Fire Department approvals, Health Department approvals and other zoning and land use permit(s) and approvals.
 - (4) a valid state license for the commercial cannabis activity corresponding to the business permit issued by the City of National City;
 - (5) requisite approvals from the Planning Division of the National City Community Development Department;
 - (6) a valid development agreement jointly negotiated with the City of National City;
 - (7) a valid State of California Seller's Permit.
- (b) Development agreement
- (c) No permit shall be issued pursuant to this Chapter for outdoor commercial cannabis cultivation, which is prohibited. It is a violation of this Chapter for any person or entity to engage in any outdoor commercial cannabis cultivation of any kind.

Section 9.60.070. Location and Design of Cannabis Businesses.

Cannabis businesses permitted by the City of National City to engage in Cultivation, Distribution, Manufacturing, Microbusiness, Testing Labs, or Retail ancillary/Accessory use to the primary activity of the business, for cannabis and cannabis products are subject to the following zoning and locational requirements:

- (a) Cultivation, Distribution, Manufacturing, Microbusiness, Testing Labs, or Retail ancillary/ accessory use must be located in the following zones: IL (Light Industrial), IM (Medium Industrial), IH (Heavy Industrial) and must meet all of the requirements for development in these zones (see Section 18.20.020, National City Municipal Code). The cannabis businesses must also meet all of the following distance requirements:
 - (1) It shall be no closer than six hundred (600) feet from any zoned parcel in the City of National City designated by state law as a sensitive use, and pursuant to Section 9.60.070 (a) (3). The distance measured shall be the horizontal distance measured in a straight line from the property line of those parcels in Section 9.60.070 (a) (3) to the closest property line of the lot on which the cannabis business is located.
 - (2) Cannabis businesses providing Retail ancillary/accessory use to the primary activity of the business shall be no closer than two hundred fifty (250) feet of any residential parcel in the City of National City as of the date the cannabis business permit is issued. The distance between the cannabis business and the residential parcel shall be measured from the outer boundaries of the residential parcel to the first structure on the property seeking the commercial cannabis permit.
 - (3) It shall be no closer than six hundred (600) feet from any parcel containing any of the following:
 - A. A school providing instruction in kindergarten or any grades 1 through 12, (whether public or private, or charter, including pre-school, transitional kindergarten, and K-12);
 - B. A commercial daycare center licensed by the State, County or City or that is in existence at the time the license is issued, unless the State licensing authority or the City of National City specifies a different radius.
 - C. A youth center that is in existence at the time the license is issued, unless the State licensing authority or the City of National City specifies a different radius.

- (b) Consumption lounges must be located in the following: CT (Tourist Commercial) West of Interstate 5 and must meet all of the requirements for development in these zones (see Section 18.20.020, National City Municipal Code). They must also comply with the buffer zone requirements contained in 9.60.070(a).
- (c) Each proposed cannabis business project shall:
 - (1) Conform with the City of National City's general plan, any applicable specific plans, master plans, and design requirements.
 - (2) Comply with all applicable zoning and related development standards.
 - (3) Be constructed in a manner that minimizes odors to surrounding uses, and promotes quality design and construction, and consistency with the surrounding properties.
 - (4) Be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and all items required for the development.
 - (5) Be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.
 - (6) Be provided with adequate electricity, sewerage, disposal, water, fire protection and storm drainage facilities for the intended purpose.

Section 9.60.080. Maximum Number and Type of Authorized Commercial Cannabis Businesses Permitted.

- (a) The number of each type of commercial cannabis business that shall be permitted to operate in the City of National City shall be established by resolution by the City Council.
- (b) Section 9.60.080 is only intended to create a process in determining the maximum number of commercial cannabis businesses that may be issued permits to operate in the City of National City under each category. Nothing in this Chapter creates a mandate that the City Council must issue any or all of the commercial cannabis business permits if it is determined that the applicants do not meet the standards which are established in the application requirements, or by further amendments to the application process, or if the City Council upon further deliberation determines that the issuance of any or

all commercial cannabis business permits will negatively impact the public safety, welfare or other public policy concerns.

- (c) Each year following the City Council's initial award of permits, if any, or at any time in the City Council's discretion, the City Council may reassess the number of commercial cannabis business permits which are authorized for issuance. The City Council at its discretion, may determine that the number of commercial cannabis permits should stay the same, be expanded, or reduced.

Section 9.60.090. Fees and Charges.

- (a) No person may commence or continue any commercial cannabis activity in the City of National City, without timely paying in full all fees and charges required for the operation of a commercial cannabis activity. Fees and charges associated with the operation of a commercial cannabis activity shall be established by resolution of the City Council which may be amended from time to time.
- (b) All commercial cannabis businesses authorized to operate under this Chapter shall pay all sales, use, business and other applicable taxes, and all license, registration, and other fees required under federal, state and local law. Each commercial cannabis business shall cooperate with the City of National City with respect to any reasonable request to audit the commercial cannabis business' books and records for the purpose of verifying compliance with this section, including but not limited to a verification of the amount of taxes required to be paid during any period.

Section 9.60.100. Development Agreement.

Prior to operating in the City of National City and as a condition of issuance of a regulatory permit, the operator of each cannabis facility shall enter into a Development Agreement with the City of National City setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of this Chapter, including, but not limited to community benefits such as public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare.

Section 9.60.110. Evidence of Cannabis Owner(s), and Representative(s) Background Check Required.

- (a) Pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which authorize city authorities to access state and local criminal history information for employment, licensing, or certification purposes, every applicant must undergo a criminal history background check to demonstrate they do not provide “good cause” for denial which include the following:
- 1) Whether the owners, managers, supervisors and any individual who will be participating in the direction, control, or management has ever been convicted of a violent felony or serious as defined by California Penal Code 667.5 or Section 1192.7(c), or equivalent offenses in other states;
 - 2) Whether the owners, managers, supervisors and any individual who will be participating in the direction, control, or management has ever been convicted of a crime involving dishonesty, fraud or deceit, including but not limited to fraud, forgery, theft, or embezzlement as those offenses are defined in California Penal Code Sections 186.11, 470, 484, and 504a, respectively; or equivalent offenses in other states; or
 - 3) Whether the owners, managers, supervisors and any individual who will be participating in the direction, control, or management has ever been convicted of a felony conviction for hiring, employing, or using a minor in transporting, carrying, selling, giving away, preparing for sale, or peddling, any controlled substance to a minor; or selling, offering to sell, furnishing, offering to furnish, administering, or giving any controlled substance to a minor.
 - 4) Whether the owners, managers, supervisors and any individual who will be participating in the direction, control, or management has ever been convicted of a felony conviction for drug trafficking with enhancements pursuant to Section 11370.4 or 11379.8 of the Health and Safety Code.
 - 5) Whether the owners, managers, supervisors and any individual who will be participating in the direction, control, or management has ever been convicted of the illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, not including cannabis-related

offenses for which the conviction occurred after the passage of the Compassionate Use Act of 1996.

- (b) Evidence of a conviction of any the offenses enumerated in Section 9.60.110(a), absent a Certificate of Rehabilitation, shall be grounds for immediate disqualification of the applicant.
- (c) Evidence of a conviction of any the offenses enumerated in Section 9.60.110(a) may be grounds for denial of employment.
- (d) Violation of this section may be grounds for immediate suspension of the business' operating permit. The business operator shall have the right to an appeal pursuant to section 9.60.380.

Section 9.60.120. Persons Prohibited from Holding a Commercial Cannabis License.

- (a) Any person, including but not limited to any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit ("applicant"), in which any of the following actions or notices have been issued for non-compliance or if they have been engaging or have engaged in the following activity, shall be prohibited from holding a cannabis commercial license or a cannabis business permit in the City of National City:
 - (1) The applicant has had a license suspended or revoked by any City, county, City and county or any other state cannabis licensing authority;
 - (2) Evidence that the applicant is delinquent in payment of federal, state or local commercial taxes and/or fees;
 - (3) Applicant was conducting (or has conducted) commercial cannabis activity in the City of National City in violation of local and/or state law, not including commercial cannabis-related offenses for which the conviction occurred after the City banned cannabis in 2012.
 - (4) If any person enters into either a verbal or written agreement to lease, sublease, or any other agreement for any terms of use of the premises granted by a property owner, commercial broker or any third party, that is in violation of Section 9.60.060 and Section 9.60.150. Any such lease, sublease or agreement shall not contain terms or conditions

requiring the cannabis permit licensee to pay the property owner, commercial broker, or any third party a percentage of gross receipts, royalties, equity, or other unreasonable compensation as determined by the City of National City. In addition, all leases, subleases, or other agreements must be based on a monthly rate.

Section 9.60.130. Persons Prohibited from Employment by a Commercial Cannabis Business.

- (a) Any person, including but not limited to any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, in which any of the following actions or notices have been issued for non-compliance or if they have been engaging or have engaged in the following activity, shall be prohibited from employment with a cannabis business permittee in the City of National City:
- (1) The person has had a license suspended or revoked by any City, County, or City and County, or any other state cannabis licensing authority;
 - (2) Evidence that the person is delinquent in payment of federal, state or local commercial taxes and/or fees.
 - (3) The person was conducting commercial cannabis activity in the City of National City in violation of local and/or state, not including commercial cannabis-related offenses for which the conviction occurred after the city banned cannabis in 2012.

Section 9.60.140. Certification from the Community Development Department.

Prior to submitting any applications for a commercial cannabis business, applicant must first obtain a certification from the City of National City Community Development Department or its designee(s) certifying that the business is located on a site that meets all of the requirements of Sections 9.60.070 and 9.60.230 of this Chapter.

Section 9.60.150. Right to Occupy and to Use Property.

Prior to submitting any applications for a commercial cannabis business, applicant must obtain approval from the owner of the real property where the proposed commercial

cannabis business will be located (if approved). Applicants are not required to have a signed lease, but a letter from the property owner indicating that:

- (a) The property owner is aware of and approves of the use being proposed.
- (b) The property owner will lease the property to the cannabis related use upon approval of the application.
- (c) The property owner understands that licenses for cannabis related uses are for one year and can be revoked at the City of National City's sole discretion with or without reason.

Property owners are permitted to issue letters detailing such contingent lease agreements for a maximum of two (2) independent applicants.

In the event the proposed location will be leased from the property owner, the applicant shall be required to provide a signed and notarized statement from the owner of the property, acknowledging that the property owner has read this Chapter and consents to the operation of the commercial cannabis business on the owner's property.

Section 9.60.160. Application Procedure for a Cannabis Business Permit.

- (a) The City of National City will establish by administrative policies and procedures promulgated by the City Manager or their designee the procedures to prepare the necessary forms, adopt any necessary rules related to the application process, solicit applications, and conduct initial evaluations of the applicants.
- (b) At the time of filing, each applicant shall pay an application fee established by resolution of the City Council, to cover all costs incurred by the City of National City in the application process.
- (c) The application procedure process shall include a component on community benefits. Any community benefits that a commercial cannabis business agrees to provide shall be incorporated into the terms and conditions under which the commercial cannabis business will operate with the City of National City's approval, if and when a Development Agreement is issued. Such terms and conditions shall be in addition to the requirements of this Chapter. The City of National City may establish the procedures for determining community benefits by Resolution and/or by the implementation of administrative policies and procedures promulgated by the City Manager or their designee.
- (d) The City of National City's Reservation of Rights.

The City of National City reserves the right to reject any or all applications. Prior to permit issuance, the City of National City may also modify, postpone, or cancel any request for applications, or the entire program under this Chapter, at any time without liability, obligation, or commitment to any party, firm, or organization, to the extent permitted under California state law. Persons submitting applications assume the risk that all or any part of the program, or any particular category of permit potentially authorized under this Chapter, may be cancelled at any time prior to permit issuance. The City of National City further reserves the right to request and obtain additional information from any candidate submitting an application.

(e) Grounds for Rejection of Application.

In addition to a failure to comply with other requirements in this Chapter, an application risks being rejected for any of the following reasons:

- (1) The application was received after the designated time and date of the deadline.
- (2) The application did not contain the required elements, exhibits, or was not organized in the required format.
- (3) The application was considered not fully responsive to the request for a permit application, i.e. was substantially incomplete.

Section 9.60.180. Operations Plan and Standards.

A Certificate of Approval issued by the Planning Division of the National City Community Development Department for a facility must include, as conditions of approval, the operating standards set forth below. In addition, the Certificate of Approval must incorporate by reference an Operations Plan approved by the City Manager or their designee, that implements not only the operating standards set forth in this Chapter, but such additional conditions that the City Manager or their designee finds reasonably necessary to implement this Chapter when considering the location, size and other characteristics of the proposed facility.

Section 9.60.190. Limitations on City's Liability.

To the fullest extent permitted by law, the City of National City shall not assume any liability whatsoever with respect to having issued a commercial cannabis business permit pursuant to this Chapter or otherwise approving the operation of any commercial cannabis business. As a condition to the approval of any commercial cannabis business

permit, the applicant shall be required to meet all of the following conditions before they can receive the commercial cannabis business permit:

- (a) Execute an agreement, in a form approved by the City Attorney or their designee, agreeing to indemnify, defend (at applicant's sole cost and expense), and hold the City of National City, and its officers, officials, employees, representatives, and agents, harmless, from any and all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to, the City of National City's issuance of the commercial cannabis business permit, the City of National City's decision to approve the operation of the commercial cannabis business or activity, the process used by the City of National City in making its decision, or the alleged violation of any federal, state or local laws by the commercial cannabis business or any of its officers, employees or agents.
- (b) Maintain insurance at coverage limits, and with conditions thereon determined necessary and appropriate from time to time by the City Manager, City Attorney, and the City's Risk Manager or their designee.
- (c) Reimburse the City of National City for all costs and expenses, including but not limited to legal fees and costs and court costs, which the City of National City may be required to pay as a result of any legal challenge related to the City of National City's approval of the applicant's commercial cannabis business permit, or related to the City of National City's approval of a commercial cannabis activity. The City of National City may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve any of the obligations imposed hereunder.

Section 9.60.200. Restriction on Alcohol & Tobacco Sales.

- (a) No person shall cause or permit the sale, dispensing, or consumption of alcoholic beverages on or about the premises of the commercial cannabis business.
- (b) No person shall cause or permit the sale of tobacco products on or about the premises of the commercial cannabis business.

Section 9.60.225. Restriction on Consumption of Cannabis or other Substances.

No person shall consume cannabis, cannabis products, tobacco or alcohol on the premises of any commercial cannabis business. The sole exception shall be authorized cannabis consumption lounges of which tobacco and alcohol shall also be prohibited.

Section 9.60.230. General Operating Requirements for all Commercial Cannabis Businesses.

- (a) Commercial cannabis businesses may operate only during the hours specified in the commercial cannabis business permit issued by the City. No person under the age of twenty-one (21) shall operate, maintain, be employed at, or be issued a permit for, a commercial cannabis business of any kind.
- (b) No cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the exterior of any property issued a commercial cannabis business permit, or on any of the vehicles owned or used as part of the commercial cannabis business. No outdoor storage of cannabis or cannabis products is permitted at any time.
- (c) Reporting and Tracking of Product and of Gross Sales with an accounting software system capable of providing point of sale data as well as audit trails or both product and cash, where applicable. Each commercial cannabis business shall have in place a point-of-sale or management inventory tracking system to track and report on all aspects of the commercial cannabis business including, but not limited to, such matters as cannabis tracking, inventory data, gross sales (by weight and by sale) and other information which may be deemed necessary by the City of National City. The commercial cannabis business shall ensure that such information is compatible with the City of National City's record-keeping systems. In addition, the system must have the capability to produce historical transactional data for review. Furthermore, any system selected must be approved and authorized by the City Manager or their designee prior to being used by the permittee.
- (d) All cannabis and cannabis products sold, distributed or manufactured shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the State and local regulations.
- (e) Emergency Contact. Each commercial cannabis business shall provide the City Manager or their designee with the name, telephone number (both land line and mobile, if available) of an on-site employee or owner to whom emergency notice can be provided at any hour of the day.
- (f) Signage and Notices.
 - (1) In addition to the requirements otherwise set forth in this section, business identification signage for a commercial cannabis business

shall conform to the requirements of the City of National City ordinance, Chapter 18.47, including, but not limited to, seeking the issuance of a City of National City sign permit.

- (2) No signs placed on the premises of a commercial cannabis business shall obstruct any entrance or exit to the building or any window.
- (3) Each entrance to a commercial cannabis business shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the commercial cannabis business is prohibited. This provision shall not apply to consumption lounges (see Section 9.60.265).
- (4) Business identification signage shall be limited to that needed for identification only and shall not contain any logos or information that identifies, advertises, or lists the services or the products offered. No commercial cannabis business shall advertise by having a person holding a sign and advertising the business to passersby, whether such person is on the premises of the commercial cannabis business or elsewhere including, but not limited to, the public right-of-way.
- (5) Signage shall not depict any image of cannabis or cannabis products. No banners, flags, billboards or other prohibited signs may be used at any time.
- (6) In accordance with state law and regulations or as stipulated in the City of National City regulatory permit, holders of a commercial cannabis business permit shall agree that, as an express and ongoing condition of permit issuance and subsequent renewal, the holder of the permit shall be prohibited from advertising any commercial cannabis business located in the City of National City utilizing a billboard (fixed or mobile), bus shelter, placard, aircraft, or other similar forms of advertising. This paragraph is not intended to place limitations on the ability of a commercial cannabis business to advertise in other legally authorized forms, including on the internet, in magazines, or in other similar ways.

(g) Minors.

- (1) Persons under the age of twenty-one (21) years shall not be allowed on the premises of a commercial cannabis business and shall not be allowed to serve as a driver for a mobile delivery service. It shall be unlawful and a violation of this Chapter for any person to employ any

person at a commercial cannabis business who is not at least twenty-one (21) years of age.

- (2) Notwithstanding Section 9.60.230(g)(1), persons aged eighteen (18) to twenty (20) years shall be allowed on the premises of a commercial cannabis business if they can produce a physician's recommendation. In that event, such persons can lawfully purchase cannabis for the sole purpose of addressing the medical need that is the subject of the physician's recommendation. This provision shall not apply to consumption lounges. Only persons twenty-one (21) and older shall be granted admittance to consumption lounges. Access to persons under twenty-one (21) is prohibited.
 - (3) The entrance to the commercial cannabis business shall be clearly and legibly posted with a notice that no person under the age of twenty-one (21) years of age is permitted to enter upon the premises of the commercial cannabis business.
- (h) Odor Control. Odor control devices and techniques shall be incorporated in all commercial cannabis businesses to ensure that odors from cannabis are not detectable off-site. Commercial cannabis businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the commercial cannabis business that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the commercial cannabis business. As such, commercial cannabis businesses must install and maintain the following equipment, or any other equipment which the City Manager or their designee determine is a more effective method or technology:
- (1) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally;
 - (2) An air system that creates negative air pressure between the commercial cannabis business's interior and exterior, so that the odors generated inside the commercial cannabis business are not detectable on the outside of the commercial cannabis business.
- (i) Display of Permit and City Business License. The original copy of the commercial cannabis business permit and the business license issued by the City of National City pursuant to this Chapter shall be posted inside the commercial cannabis business in a location readily visible to the public.

- (j) **Background Check.** Pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which authorize city authorities to access state and local criminal history information for employment, licensing, or certification purposes, every applicant must undergo a criminal history background check to demonstrate they do not provide “good cause” for denial as outlined in Section 9.60.110. A fee for the cost of the background investigation, which shall be the actual cost to the City of National City to conduct the background investigation as it deems necessary and appropriate, shall be paid at the time the application for a commercial cannabis business permit is submitted. Evidence of a conviction of any of the offenses enumerated in Business and Professions Code Section 26057(b)(4), absent a Certificate of Rehabilitation, shall be grounds for immediate disqualification of the applicant.
- (k) **Loitering.** The owner and/or operator of a commercial cannabis business shall prohibit loitering by persons outside the facility both on the premises and within fifty (50) feet of the premises. The cannabis business shall notify the National City Police Department if anyone continues to loiter around the building or premises after all reasonable action has been taken to remove the individual(s) and the action has failed to do so in a timely manner.
- (l) **Employee Training and Customer Education.** Each commercial cannabis operator shall establish minimum training standards for all employees, including but not limited to the variety of products offered for sale, their potency, absorption time if known, and effects of the products. Employees shall educate all customers on these items in an effort to ensure responsible consumption. The retailer shall provide with each purchase educational brochures containing this information. The City Manager, or their designee shall have the discretion to require other training for the business operations as they find necessary under any circumstances.
- (m) **Security Requirements.** A permitted commercial cannabis business shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products, and to deter and prevent the theft of cannabis or cannabis products at the commercial cannabis business. Except as may otherwise be determined by the City Manager, or their designee, these security measures shall include, but may not be limited to, all of the following:
- (1) Alarm system (perimeter, fire, and panic buttons).
 - (2) Remote monitoring of alarm systems by a security company licensed by the State of California Bureau of Security and Investigative Services.

(3) Perimeter lighting systems (including motion sensors) for after-hours security.

(4) Perimeter security and lightning as approved by the City Manager or their designee.

(5) Preventing individuals from remaining on the premises of the commercial cannabis business if they are not engaged in an activity directly related to the permitted operations of the commercial cannabis business.

(6) Establishing limited access areas accessible only to authorized commercial cannabis business personnel.

(7) Except for live growing plants which are being cultivated at a cultivation operation, all cannabis and cannabis products shall be stored in a secured and locked vault or vault equivalent. All safes and vaults shall be compliant with Underwriter Laboratories burglary-resistant and fire-resistant standards. All cannabis and cannabis products, including live plants that are being cultivated, shall be kept in a manner as to prevent diversion, theft, and loss.

(8) Installing 24-hour security surveillance cameras of at least HD-quality to monitor all entrances and exits to and from the premises, all interior spaces within the commercial cannabis business which are open and accessible to the public, all interior spaces where cannabis, cash or currency, is being stored for any period of time on a regular basis and all interior spaces where diversion of cannabis could reasonably occur. All cameras shall record in color. All exterior cameras shall be in weather-proof enclosures, shall be located so as to minimize the possibility of vandalism, and shall have the capability to automatically switch to black and white in low light conditions. Video recordings shall be maintained for a minimum of ninety (90) days and shall be made available to the City Manager or their designee upon request. Video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the site of the commercial cannabis business and shall be capable of enlargement via projection or other means.

(9) Sensors shall be installed to detect entry and exit from all secure areas and shall be monitored in real time by a security

company licensed by the State of California Bureau of Security and Investigative Services.

(10) Panic buttons shall be installed in all commercial cannabis businesses with direct notification to the National City Police Department dispatch and shall be configured to immediately alert dispatch for the National City Police Department.

(11) Any bars installed on the windows or the doors of the commercial cannabis business shall be installed only on the interior of the building in compliance with all federal, state and local laws.

(12) Security personnel shall be on-site 24 hours a day or alternative security as authorized by the City Manager or their designee and must have a verified response security patrol when closed. Security personnel must be licensed by the State of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the City Manager, or their designee, with such approval not to be unreasonably withheld. Firearms may be carried by security personnel while they are on duty, if permitted by the San Diego County Sheriff's Department and authorized by the Chief of Police.

(13) Each commercial cannabis business shall have the capability to remain secure during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.

(14) Entrance areas are to be locked at all times and under the control of a designated responsible party that is either; (a) an employee of the commercial cannabis business; or (b) a licensed security professional.

(15) Each commercial cannabis business shall demonstrate to the City Manager or their designee, compliance with the state's track and trace system for cannabis and cannabis products, as soon as it is operational.

(16) Each commercial cannabis business shall have a professionally installed video surveillance system, access control and intrusion alarm systems designed to protect the

inventory, facility, and employees. Each business shall have network security protocols that are certified by Underwriters Laboratories.

(17) Exterior vegetation shall be planted, altered and maintained in a fashion that precludes its use as a hiding place for persons on the premises.

(18) Emergency access and emergency evacuation plans that are in compliance with state and local fire safety standards.

(19) Each commercial cannabis business shall identify a designated security representative/liaison to the City of National City, who shall be reasonably available to meet with the City Manager or their designee regarding any security related measures or and operational issues. The designated security representative/liaison shall, on behalf of the commercial cannabis business, annually maintain a copy of the current security plan on the premises of the business, to present to the City Manager or their designee upon request that meets the requirements of Section 9.60.230(m).

(20) As part of the application and permitting process each commercial cannabis business shall have a storage and transportation plan, which describes in detail the procedures for safely and securely storing and transporting all cannabis, cannabis products, any hazardous materials that may be used by the business, and any currency.

(21) The commercial cannabis business shall cooperate with the City of National City whenever the City Manager or their designee makes a request, with or without prior notice, to inspect or audit the effectiveness of any security plan or of any other requirement of this Chapter.

(22) A commercial cannabis business shall notify the City Manager or their designee within twenty-four (24) hours of discovering any of the following:

- (a) Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the City Manager or their designee.

- (b) Diversion, theft, loss, or any criminal activity involving the commercial cannabis business or any agent or employee of the commercial cannabis business.
- (c) The loss or unauthorized alteration of records related to cannabis, customers or employees or agents of the commercial cannabis business.
- (d) Any other breach of security.

(23) Compliance with the foregoing requirements shall be verified by the City Manager or their designee prior to commencing business operations. The City Manager or their designee may supplement these security requirements once operations begin, subject to review by the City Manager or their designee if requested by the business owner.

(24) Retailers and microbusinesses authorized to conduct retail activities shall only serve customers who are within the licensed premises, or at a delivery address that meets the requirements of this division.

- (1) The sale and delivery of cannabis goods shall not occur through a pass-through window or a slide-out tray to the exterior of the premises.
- (2) Retailers or microbusinesses shall not operate as or with a drive-in or drive-through at which cannabis goods are sold to persons within or about a motor vehicle.
- (3) No cannabis goods shall be sold and/or delivered by any means or method to any person within a motor vehicle.
- (4) All cannabis goods sold by a retail business shall be contained in child-resistant packaging.
- (5) Retailers shall record point-of-sale areas and areas where cannabis goods are displayed for sale on the video surveillance system. At each point-of-sale location, camera placement must allow for the recording of the facial features of

any person purchasing or selling cannabis goods, or any person in the retail area, with sufficient clarity to determine identity. A retail licensee or microbusiness licensee who is engaged in retail sale shall hire or contract for security personnel who are at least twenty-one (21) years of age to provide security services for the licensed retail premises. All security personnel hired or contracted for by the licensee shall be licensed by the Bureau of Security and Investigative Services and shall comply with Chapters 11.4 and 11.5 of Division 3 of the Business and Professions Code.

(n) Records and Recordkeeping.

- (1) Each owner and operator of a commercial cannabis business shall maintain accurate books and records in an electronic format, detailing all of the revenues and expenses of the business, and all of its assets and liabilities. On no less than an annual basis (at or before the time of the renewal of a commercial cannabis business permit issued pursuant to this Chapter), or at any time upon reasonable request of the City of National City, each commercial cannabis business shall file a sworn statement detailing the number of sales by the commercial cannabis business during the previous twelve (12) month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement shall also include gross sales for each month, and all applicable taxes and fees paid or due to be paid. On an annual basis, each owner and operator shall submit to the City a financial audit of the business's operations conducted by an independent certified public accountant. Each permittee shall be subject to a regulatory compliance review and financial audit as determined by the City Manager or their designee(s).
- (2) Each owner and operator of a commercial cannabis business shall maintain a current register of the names and the contact information (including the name, address, and telephone number) of anyone owning or holding an interest in the commercial cannabis business, and separately of all the officers, managers, employees, agents and volunteers currently employed or otherwise engaged by the commercial cannabis business. The register required by this paragraph shall be provided to the City Manager or their designee(s) upon a reasonable request.

- (3) If an applicant operated a cannabis collective, cooperative, or other business prior to the enactment of MAUCRSA, then once a state license is obtained, the commercial cannabis business must maintain such records only to the extent permitted or required by MAUCRSA.
- (4) All commercial cannabis businesses shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products for all stages of the growing and production or manufacturing, laboratory testing and distribution processes until purchase as set forth MAUCRSA.
- (5) Each commercial cannabis business shall allow the City of National City officials to have access to the business's books, records, accounts, together with any other data or documents relevant to its permitted commercial cannabis activities, for the purpose of conducting an audit or examination at any time during the business's business hours. If not otherwise available, books, records, accounts, and any and all relevant data or documents will be produced no later than twenty-four (24) hours after receipt of the City's request, unless otherwise stipulated by the City. The City may require the materials to be submitted in an electronic format that is compatible with the City's software and hardware.

Section 9.60.240. Amendments to General Operating Requirements.

The City Manager or their designee may develop other commercial cannabis business operational requirements or regulations as are determined to be necessary to protect the public health, safety and welfare.

Section 9.60.250. Additional Operating Requirements for Store Front Retail Facilities.

- (a) Retailers shall verify the age and all necessary documentation of each individual to ensure the customer is not under the age of eighteen (18) years. If the potential customer is eighteen (18) to twenty (20) years old, retailer shall confirm the customer's possession of a valid doctor's recommendation and/or Health and Safety Code Section 11362.71 identification card (Medical Cannabis Card). For adult use or recreational purchases, retailers shall verify that all customers are twenty-one (21) years of age or older for the purchase of cannabis or cannabis products.
 - (1) Access to the premises of a retail licensee/permittee shall be limited to individuals who are at least twenty-one (21) years of age.

- (2) Notwithstanding Section 9.60.250 (a)(1), individuals who are at least eighteen (18) years of age and in possession of a valid physician's recommendation shall be granted access to the premises of a retail licensee/permittee for the sole purpose of purchasing medicinal cannabis consistent with the physician's recommendation.
- (3) All individuals seeking access to the commercial cannabis retail business must show their government-issued identification, and, if appropriate, doctor's recommendation of Medical Cannabis card, in order to gain access into the retailer. These documents must also be shown at the point of sale station at the time of purchase. Doctor recommendations are not to be obtained or provided at the retail location.
- (b) Entrances into the retailer shall be locked at all times with entry strictly controlled. A "buzz-in" electronic/mechanical entry system shall be utilized to limit access to and entry to the retailer to separate it from the reception/lobby area.
- (c) Retailers may have only that quantity of cannabis and cannabis products to meet the daily demand readily available for sale on-site in the retail sales area of the retailer. Additional product may be stored in a secured, locked area to which customers, vendors, and visitors shall not have access.
- (d) All restroom facilities shall remain locked and under the control of management.
- (e) Limited Access Areas. A retailer shall establish limited-access areas and permit only authorized individuals to enter the limited-access areas. Authorized individuals include individuals employed by the retailer as well as any outside vendors, contractors, or other individuals conducting business that requires access to the limited access area. All individuals granted access to the limited access area shall be at least twenty-one (21) years of age, and if not employed by the retailer, shall be escorted at all times by an employee of the licensee/permittee. A retailer shall maintain a log of all individuals who are not employees who are granted access to the limited access area. These logs shall be made available to the City Manager or their designee upon request.
- (f) Microbusiness – Commercial Activity. All cultivation, manufacturing, distribution, and retail activities performed by a licensee under a Type 12-Microbusiness permit shall occur on the same licensed premises. Areas of the premises for manufacturing and cultivation shall be separated from the distribution and retail areas by a wall and all doors between the areas shall remain closed when not in use.

- (g) Operating hours of the Store Front Retailer License shall be limited to the hours of 9:00 a.m. through 9:00 p.m., seven days a week.
- (h) Store Front/Retail Security Requirements. All provisions incorporated within Section 9.60.230(m) of this Chapter (Security Requirements), are directly applicable to and binding on all commercial cannabis businesses, including all Store Front/Retail businesses. Uniformed licensed security personnel shall be employed to monitor site activity, control loitering and site access, and to serve as a visual deterrent to unlawful activities. Security personnel may be allowed to carry firearms if permitted by San Diego County Sheriff's Department and authorized by the Chief of Police.

Section 9.60.260. Additional Operating Requirements for Non-Store Front Retail Facilities.

All Store Front Retailers, Non-Store Front Retailers (delivery) and Microbusinesses which conduct deliveries into or within the City of National City shall be required to obtain a delivery permit from the City of National City in order to conduct retail sales regardless if they are located in the City or another local jurisdiction.

- (a) Operating hours of the Non-Store Front Retailer License shall be limited to the hours of 9:00 a.m. through 9:00 p.m., seven days a week.
- (b) The commercial Non-Store Front Retailer shall only sell cannabis or cannabis products to a natural person twenty-one (21) years of age or older, or a natural person eighteen (18) years of age or older who possesses a physician's recommendation for cannabis medical use only. The age and/or any necessary documentation including a valid doctor's recommendation of each medical customer shall be verified. Doctor recommendations are not to be obtained or provided at the retail location.
- (c) The commercial cannabis Non-Store Front Retailer may only have on-site that quantity of cannabis and cannabis products reasonably anticipated to meet the weekly demand for which they may need to be readily available for sale.

Section 9.60.265. Operating Requirements for Consumption Lounges.

- (a) Any consumption lounge operating within the City of National City must be contained within the premises of a state-licensed retail business or microbusiness, must be locally permitted pursuant to Section 9.60.140, must meet the other requirements of this Chapter, and must be compliant with the following additional requirements:

- (1) Access to the area where cannabis consumption is allowed is restricted to persons twenty-one (21) years of age or older.
 - (2) Cannabis consumption is not visible from any public place or non-age-restricted area.
 - (3) Sale or consumption of alcohol or tobacco is not allowed on the premises.
 - (4) Patrons cannot bring cannabis, tobacco or alcohol or other substances into the consumption lounge – they can only consume whatever cannabis they purchase on site.
- (b) An applicant must obtain a secondary on-site consumption permit in order for cannabis to be consumed on the premises of an adult-use retail business and shall comply with the following
- (1) Cannabis consumption areas shall be well ventilated private areas of the retail establishment and are designed to prevent the flow of smoke to any other area of the establishment.
- (c) A commercial cannabis retail business with a retail lounge on its premises shall adopt procedures ensuring that its customers may only gain access to the lounge once they have purchased a product or products from the retail business.
- (d) The on-site sale of food is permitted. A Permittee shall comply with laws governing Cannabis Businesses and retail food establishments, including but not limited to the California Retail Food Code.
- (e) The owner/operator of the consumption lounge shall be responsible for maintaining dedicated and sufficient staff during operating hours to verify the identity and age of all patrons seeking admittance to the lounge. Persons under twenty-one (21) shall be denied entry without exception.
- (f) The owner/operator of the consumption lounge shall be responsible for ensuring that a state-licensed security guard is on duty during operating hours.
- (g) The City Manager or his/or designee shall establish conditions for approval for each onsite consumption permit including but not limited to a parking plan, ventilation plan, anti-drugged driving plan, design plan, and set hours of operation. Set hours of operation may only be adjusted by submitting a written request to and obtaining approval from city.

- (h) Cannabis consumption areas shall only provide cannabis to an individual in an amount consistent with personal possession and use limits allowed by the state.

Section 9.60.270. In-City Delivery Vehicle Requirements.

Prior to commencing delivery operations, any locally permitted cannabis retail operation shall provide the following information to the City of National City:

- (a) Proof of ownership of the vehicle or a valid lease for all vehicles that will be used to deliver cannabis or cannabis products.
- (b) The year, make, model, color, license plate number, and numerical Vehicle Identification Number (VIN) for all vehicles that will be used to deliver cannabis goods.
- (c) Proof of insurance as required in Section 9.60.210(b) for any and all vehicles being used to deliver cannabis goods.
- (d) The licensee shall provide the City with any changes to the information required by this section in writing within thirty (30) calendar days.

Section 9.60.275. Out-of-City Delivery Vehicle Requirements.

Prior to commencing operations, a cannabis out of City of National City delivery service shall comply with the following requirements:

- (a) Obtain from the City a permit authorizing the delivery of cannabis and cannabis products within the City limits. A copy of this permit shall be retained by all drivers.
- (b) The retail business operating the delivery service shall provide the City Manager or their designee, with evidence of a valid state license for a commercial cannabis business on whose authorization the delivery service is performing the delivery function.
- (c) The retail business operating the delivery service shall furnish to the City Manager or their designee, the year, make, model, color, license plate number, and numerical Vehicle Identification Number (VIN) for any and all vehicles that will be used to deliver cannabis goods.

Section 9.60.280. Additional Operating Requirements for a Cultivation Facility Operation.

- (a) Outdoor Commercial Cultivation is prohibited.
- (b) In no case, shall cannabis plants be visible from a public or private road, sidewalk, park or any common public viewing area.
- (c) Cannabis cultivation shall be conducted in accordance with state and local laws related to land conversion, grading, electricity, water usage, water quality, woodland and riparian habitat protection, agricultural discharges, and similar matters.
- (d) Pesticides and fertilizers shall be properly labeled and stored to avoid contamination through erosion, leakage or inadvertent damage from pests, rodents or other wildlife.
- (e) The cultivation of cannabis shall at all times be operated in such a way as to ensure the health, safety, and welfare of the public, the employees working at the commercial cannabis business, visitors to the area, neighboring properties, and the end users of the cannabis being cultivated, to protect the environment from harm to streams, fish, and wildlife; to ensure the security of the cannabis being cultivated; and to safeguard against the diversion of cannabis.
- (f) All applicants for a cannabis cultivation permit shall submit to the following in addition to the information generally otherwise required for a commercial cannabis business:
 - (1) A cultivation and operations plan that meets or exceeds minimum legal standards for water usage, conservation and use; drainage, runoff, and erosion control; watershed and habitat protection; and proper storage of fertilizers, pesticides, and other regulated products to be used on the parcel, and a description of the cultivation activities and schedule of activities during each month of growing and harvesting, or explanation of growth cycles and anticipated harvesting schedules for all-season harvesting.
 - (2) A description of a legal water source, irrigation plan, and projected water use.
 - (3) Identification of the source of electrical power and plan for compliance with applicable Building Codes and related codes.

- (4) Plan for addressing odor and other public nuisances that may derive from the cultivation site.

Section 9.60.290. Additional Operating Requirements for Distributors.

- (a) A distributor shall not store non-cannabis goods or non-cannabis accessories that are to be sold to another party on any licensed premises. Additionally, a distributor shall not distribute non-cannabis goods or non-cannabis accessories at a licensed premise. For the purposes of this section, non-cannabis goods are any goods that do not meet the definition of cannabis goods as defined in Title 16, Section 5000(c) of the California Code of Regulations.
- (b) After taking physical possession of a cannabis goods batch, the distributor shall contact a testing laboratory and arrange for a laboratory employee to come to the distributor's licensed premises to select a representative sample for laboratory testing.
- (c) A distributor shall ensure that all cannabis goods are stored separately and distinctly from other cannabis goods on the distributor's premises.
- (d) The distributor shall ensure that the batch size from which the sample is taken meets the requirements of state law, specifically the testing provisions within the California Code of Regulations.
- (e) A distributor or an employee of the distributor shall be physically present to observe the laboratory employee obtain the sample of cannabis goods for testing and shall ensure that the increments are taken from throughout the batch. The sampling shall be video-recorded, and the recording kept available to state and local authorities for a minimum of one hundred eighty (180) days, pursuant to Title 16, Section 5305 of the California Code of Regulations.
- (f) A distributor shall not transport cannabis or cannabis products to a licensed retail facility until and unless it has verified that the cannabis or cannabis products have been tested and certified by a testing lab as being in compliance with state health and safety requirements pursuant to Title 16, Sections 5705, 5710 and 5714 of the California Code of Regulations.

Section 9.60.300. Additional Operating Requirements for Testing Labs.

- (a) Testing Labs shall be required to conduct all testing in a manner pursuant to Business and Professions Code Section 26100 and shall be subject to state

and local law. Each Testing Lab shall be subject to additional regulations as determined from time to time as more regulations are developed under this Chapter and any subsequent State of California legislation regarding the same.

- (b) Testing Labs shall conduct all testing in a manner consistent with general requirements for the competence of testing and calibrations activities, including sampling using verified methods.
- (c) All cannabis testing laboratories performing testing shall obtain and maintain ISO/IEC 17025 accreditation as required by the Bureau of Cannabis Control.
- (d) Testing labs shall destroy any harvest batch whose testing sample indicates noncompliance with health and safety standards required by the bureau unless remedial measures can bring the cannabis or cannabis products into compliance with quality standards as specified by law and implemented by the bureau.
- (e) Each operator shall ensure that a testing laboratory employee takes the sample of cannabis or cannabis products from the distributor's premises for testing required by state law and that the testing laboratory employee transports the sample to the testing laboratory.
- (f) Except as provided by state law, a testing laboratory shall not acquire or receive cannabis or cannabis products except from a licensee in accordance with state law, and shall not distribute, sell, or dispense cannabis, or cannabis products, from the licensed premises from which the cannabis or cannabis products were acquired or received. All transfer or transportation shall be performed pursuant to a specified chain of custody protocol.
- (g) A testing laboratory may receive and test samples of cannabis or cannabis products from a qualified patient or primary caregiver only if the qualified patient or primary caregiver presents the qualified patient's valid physician's recommendation for cannabis for medicinal purpose. A testing lab shall not certify samples from a qualified patient or primary caregiver for resale or transfer to another party or licensee. All tests performed by a testing laboratory for a qualified patient or primary caregiver shall be recorded with the name of the qualified patient or primary caregiver and the amount of the cannabis or cannabis products received.

Section 9.60.310. Additional Operating Requirements for Cannabis Manufacturing: Edibles and Other Cannabis Products; Sale or Distribution of Edible and Other Cannabis Products.

Cannabis manufacturing shall only be permitted pursuant to state law, this chapter and or any subsequently created manufacturing state license as defined in MAUCRSA, and may be permitted to operate only within those zone districts as defined in Section 9.60.070 of this Chapter and Section 18.20.020 of the City of National City Municipal Code.

Any compressed gases used in the manufacturing process shall not be stored on any property within the City of National City in containers that exceeds the amount which is approved by the National City Fire Department and authorized by the regulatory permit. Each site or parcel subject to a commercial cannabis business permit shall be limited to a total number of tanks as authorized by the National City Fire Department on the property at any time. Additional operating requirements include:

- (a) Cannabis manufacturing facilities may use heat, screens, presses, steam distillation, ice water, ethanol and other methods without employing solvents or gases to create keef, hashish, bubble hash, or infused dairy butter, or oils or fats derived from natural sources, and other extracts.
- (b) If an extraction process uses a professional grade closed loop CO₂ gas extraction system every vessel must be certified by the manufacturer for its safe use as referenced in Section 9.60.310 (f). The CO₂ must be of at least ninety-nine percent purity.
- (c) Closed loop systems for compressed gas extraction systems must be commercially manufactured and bear a permanently affixed and visible serial number.
- (d) Certification from an engineer licensed by the State of California, or by a certified industrial hygienist, must be provided to the Community Development Department for a professional grade closed loop system used by any commercial cannabis manufacturing manufacturer to certify that the system was commercially manufactured, is safe for its intended use, and was built to codes of recognized and generally accepted good engineering practices, including but not limited to:
 - (1) The American Society of Mechanical Engineers (ASME);
 - (2) American National Standards Institute (ANSI);
 - (3) Underwriters Laboratories (UL); or
 - (4) The American Society for Testing and Materials (ASTM)

- (e) The certification document must contain the signature and stamp of the professional engineer or industrial hygienist and serial number of the extraction unit being certified.
- (f) Professional closed loop systems, other equipment used, the extraction operation, and facilities must be approved for their use by the Fire Department and meet any required fire, safety, and building code requirements specified in the California Building Reference Codes.
- (g) Cannabis Manufacturing Facilities may use food grade glycerin, ethanol, and propylene glycol solvents to create or refine extracts. Ethanol should be removed from the extract in a manner to recapture the solvent and ensure that it is not vented into the atmosphere.
- (h) Cannabis Manufacturing Facilities creating cannabis extracts must develop standard operating procedures, good manufacturing practices, and a training plan prior to producing extracts for the marketplace.
- (i) Any person using solvents or gases in a closed looped system to create cannabis extracts must be fully trained on how to use the system, have direct access to applicable material safety data sheets and handle and store the solvents and gases safely.
- (j) Parts per million for one gram of finished extract cannot exceed state standards for any residual solvent or gas when quality assurance tested.

Section 9.60.320. Additional Operating Requirements for a Microbusiness-Cultivation Facility.

Microbusinesses shall comply with all local operating requirements under this Chapter and all requirements imposed by state law that apply to the specific activities operating under the umbrella of the individual microbusiness.

- (a) Outdoor Commercial Cultivation is prohibited.
- (b) In no case, shall cannabis plants be visible from a public or private road, sidewalk, park or any common public viewing area.
- (c) Commercial cannabis cultivation which is permitted in the City of National City shall not exceed 10,000 square feet of canopy space permitted by state law as part of a microbusiness license.
- (d) Cannabis cultivation shall be conducted in accordance with state and local laws related to land conversion, grading, electricity, water usage, water

quality, woodland and riparian habitat protection, agricultural discharges, and similar matters.

- (e) Pesticides and fertilizers shall be properly labeled and stored to avoid contamination through erosion, leakage or inadvertent damage from pests, rodents or other wildlife.
- (f) The cultivation of cannabis shall at all times be operated in such a way as to ensure the health, safety, and welfare of the public, the employees working at the commercial cannabis business, visitors to the area, neighboring properties, and the end users of the cannabis being cultivated, to protect the environment from harm to streams, fish, and wildlife; to ensure the security of the cannabis being cultivated; and to safeguard against the diversion of cannabis.
- (g) All applicants for a microbusiness permit which includes cannabis cultivation shall submit to the following in addition to the information generally otherwise required for a commercial cannabis business:
 - (1) A cultivation and operations plan that meets or exceeds minimum legal standards for water usage, conservation and use; drainage, runoff, and erosion control; watershed and habitat protection; and proper storage of fertilizers, pesticides, and other regulated products to be used on the parcel, and a description of the cultivation activities and schedule of activities during each month of growing and harvesting, or explanation of growth cycles and anticipated harvesting schedules for all-season harvesting.
 - (2) A description of a legal water source, irrigation plan, and projected water use.
 - (3) Identification of the source of electrical power and plan for compliance with applicable Building Codes and related codes.
 - (4) Plan for addressing odor and other public nuisances that may derive from the cultivation site.

Section 9.60.330. Permissible Delivery Locations and Customers.

All retail businesses conducting cannabis delivery operations within the City of National City are subject to the following requirements:

- (a) A licensed cannabis business shall not deliver cannabis goods to an address located on publicly owned land or any address on land or in a building leased by a public agency.

- (b) A licensed cannabis business shall comply with all requirements of state and local law pertaining to the cannabis permit and all subsequent policies, procedures and regulations which may be amended by the City Manager from time to time in order to enforce this Chapter.
- (c) Any kiosk, i-Pad, tablet, smartphone, fixed location or technology platform, whether manned or unmanned, other than a retail location permitted by the city, that facilitates, directs, or assists the retail sale or delivery of cannabis or cannabis products is prohibited and shall be a violation of this Chapter.

Section 9.60.340. Expiration of Commercial Cannabis Business Permits.

Each commercial cannabis business permit issued pursuant to this Chapter shall expire twelve (12) months after the date of its issuance. Commercial cannabis permits may be renewed as provided in Section 9.60.350.

Section 9.60.350. Renewal of Cannabis Business Permits.

- (a) An application for renewal of a commercial cannabis business permit shall be filed at least sixty (60) calendar days prior to the expiration date of the current permit.
- (b) The renewal application shall contain all the information required for new applications.
- (c) The applicant shall pay a fee in an amount to be set by the City Council to cover the costs of processing the renewal permit application, together with any costs incurred by the City of National City to administer the program created under this Chapter.
- (d) An application for renewal of a commercial cannabis business permit shall be rejected if any of the following exists:
 - (1) The application is filed less than sixty (60) days before its expiration.
 - (2) The commercial cannabis business permit is suspended or revoked at the time of the application.
 - (3) The commercial cannabis business has not been in regular and continuous operation in the four (4) months prior to the renewal application.

- (4) The commercial cannabis business has failed to conform to the requirements of this Chapter, or of any regulations adopted pursuant to this Chapter, or is in violation of any other state or local laws and regulations.
 - (5) The permittee fails or is unable to renew its State of California license.
 - (6) If the state has determined, based on substantial evidence, that the permittee or applicant is in violation of the requirements of the state rules and regulations, and the state has determined that the violation is grounds for termination or revocation of the commercial cannabis business permit.
- (e) The City Manager or their designee is authorized to make all decisions concerning the issuance of a renewal permit. In making the decision, the City Manager or their designee is authorized to impose additional conditions to a renewal permit, if it is determined to be necessary to ensure compliance with state or local laws and regulations or to preserve the public health, safety or welfare. Appeals from the decision of the City Manager or their designee shall be handled pursuant to Sections 9.60.380 through 9.60.400.
- (f) If a renewal application is rejected, a person may file a new application pursuant to this Chapter no sooner than one (1) year from the date of the rejection.

Section 9.60.360. Revocation or Suspension of Permits.

Commercial cannabis business permits may be revoked or suspended for any violation of any relevant law and/or any rule, regulation and/or standard adopted pursuant to this Chapter, including any amendments to those standards, or pursuant to any policy, procedure or regulation in this Chapter or in the National City Municipal Code.

Section 9.60.370. Effect of State License Suspension, Revocation, or Termination.

Suspension of a license issued by the State of California, or by any of its departments or divisions, shall immediately suspend the ability of a commercial cannabis business to operate within the City of National City, until the State of California, or its respective department or division, reinstates or reissues the State license. Should the State of California, or any of its departments or divisions, revoke or terminate the license of a commercial cannabis business, such revocation or termination shall also revoke or terminate the ability of a commercial cannabis business to operate within the City of National City. A cannabis business owner wishing to recommence operations shall re-

apply for a local permit at such time as it can demonstrate that the grounds for revocation of the license by the state no longer exist, or that the underlying deficiency has otherwise been cured.

Section 9.60.380. Appeals.

Unless specifically provided elsewhere to the contrary, whenever an appeal is provided for in this Chapter from a decision of the City Manager or their designee, the appeal shall be conducted as prescribed in this Chapter.

Section 9.60.390. Written Request for Appeal.

- (a) Within ten (10) calendar days after the date of a decision of the City Manager or their designee(s) to revoke, suspend or deny a permit, or to add conditions to a permit, an applicant may appeal such action by filing a written appeal with the City Clerk setting forth the reasons why the decision was not proper. Reasons shall be stated with specificity.
- (b) At the time of filing the appellant shall pay the designated appeal fee, established by resolution of the City Council.

Section 9.60.400. Appeal Hearing Process.

- (a) Upon receipt of the written appeal, the City Clerk shall schedule the matter for a hearing before a hearing officer.
- (b) The appeal shall be set within a reasonable time after the date of receipt of the written appeal, but in no event shall be set later than thirty (30) City of National City working days from the date of the receipt of the written appeal. The hearing shall be held no later than ninety (90) City of National City working days from the date of the receipt of the written appeal. The City shall notify the appellant of the time and location at least ten (10) days prior to the date of the hearing. The appellant can waive the right to have their appeal set no later than thirty (30) City of National City working days and/or held no later than ninety (90) City of National City working days from the date of the receipt of the written appeal.
- (c) At the hearing, the appellant may present any information they deem relevant to the decision appealed. The formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing. The applicant may have the assistance of counsel or may appear by counsel.

- (d) After the City Manager or their designee has presented the statement of facts upon which the determination was made, the burden to show that the action taken by the City Manager or their designee was not based on substantial evidence, or was arbitrary, capricious, or unjustified shall be upon the appealing party.
- (e) If the applicant, or counsel representing the applicant, fails to appear at the hearing, the appeal is abandoned and the action of the City Manager or their designee is final.
- (f) The hearing officer may uphold the denial, suspension, or revocation, may allow that which has been denied, reinstate that which has been suspended or revoked, reverse or modify any other decision of the City Manager or their designee that is the subject of the appeal.
- (g) If the decision of the hearing officer is to deny the appeal, then that decision shall be final and conclusive and shall constitute the exhaustion of the administrative remedy.
- (h) A copy of the written decision of the hearing officer specifying findings of fact and the reasons for the decision shall be given to the applicant or the designated representative and the City Manager or their designee within thirty (30) calendar days of the hearing. If the hearing officer determines the complexity of the case required additional time in which to render a decision, the time in which to render the decision is automatically extended another thirty (30) calendar days. Service of the decision shall govern the commencement of any period of limitation for judicial review under Code of Civil Procedure Section 1094.6 or 1084.8, whichever is applicable.

Section 9.60.420. Transfer of Cannabis Business Permit.

- (a) The owner of a cannabis business permit shall not transfer ownership or control of the permit, within the first year of obtaining said permit, to another person or entity unless and until the transferee obtains an amendment to the permit from the City Manager or their designee stating that the transferee is now the permittee. Such an amendment may be obtained only if the transferee files an application with the City Manager or their designee in accordance with all provisions of this Chapter (as though the transferee were applying for an original cannabis business permit). The proposed transferee's application shall be accompanied by a transfer fee in an amount set by resolution of the City Council (or if not set, shall be the same amount as the application fee) and an acknowledgment that any labor agreements in existence at the time of transfer will be upheld by transferee.

- (b) The City Manager or their designee shall conduct a hearing to determine whether the transferee passed the background check required for permittees and meets all other requirements of this Chapter.
- (c) Commercial cannabis business permits issued through the grant of a transfer by the City Manager or their designee shall be valid for a period of one year beginning on the day the City Manager or their designee approves the transfer of the permit. Before the transferee's permit expires, the transferee shall apply for a renewal permit in the manner required by this Chapter.
- (d) Changes in ownership of a permittee's business structure or a substantial change in the ownership of a permittee business entity (changes that result in a change of more than 25% of the original ownership), must be approved by the City Manager or their designee through the transfer process contained in this subsection (a). Failure to comply with this provision is grounds for permit revocation.
- (e) A permittee may change the form of business entity without applying to the City Manager or their designee for a transfer of permit, provided that either:
 1. The membership of the new business entity is substantially similar to original permit holder business entity (at least 25% of the membership is identical), or

Although a transfer is not required in this circumstance, the permit holder is required to notify the City Manager or their designee in writing of the change within ten (10) days of the change. Failure to comply with this provision is grounds for permit revocation.
- (f) No commercial cannabis business permit may be transferred when the City Manager or their designee has notified the permittee that the permit has been or may be suspended or revoked.
- (g) Any attempt to transfer a commercial cannabis business permit either directly or indirectly in violation of this section is hereby declared void, and such a purported transfer shall be deemed a ground for revocation of the permit.

Section 9.60.430. Change in Location; Updated Permit Application.

- (a) Any time the dispensing, cultivation, manufacturing, transportation and distribution location specified in the regulatory permit is changed, the applicant shall re-file a permit application with the City Manager or their

designee(s) containing the updated information. The process and the fees for this re-registration shall be the same as the process and fees set forth for registration in Sections 9.60.420(c) and 9.60.160.

- (b) Within fifteen (15) calendar days of any other change in the information provided in the permit application form or any change in status of compliance with the provisions of this Chapter, including any change in the commercial cannabis business ownership or management members, the applicant shall file an updated permit application form with the City Manager or their designee(s) for review along with a application amendment fee, as set forth in Sections 9.60.420(c) and 9.60.160).

Section 9.60.440. Promulgation of Regulations, Standards and Other Legal Duties.

- (a) In addition to any regulations adopted by the City Council, the City Manager or their designee is authorized to establish any additional rules, regulations and standards governing the issuance, denial or renewal of commercial cannabis business permits, the ongoing operation of commercial cannabis businesses and the City's oversight, or concerning any other subject determined to be necessary to carry out the purposes of this Chapter.
- (b) Regulations will be published on the City's website.
- (c) Regulations promulgated by the City Manager shall become effective upon date of publication. Commercial cannabis businesses shall be required to comply with all state and local laws and regulations, including but not limited to any rules, regulations or standards adopted by the City Manager or their designee.
- (d) Testing Labs, Distribution facilities, Out of City Delivery Services and Special Events shall be subject to state law and shall be subject to additional City regulations as determined from time to time as more regulations are developed under Section 9.60.020 of this Chapter and any subsequent State of California legislation regarding the same.

Section 9.60.450. Community Relations.

- (a) Each facility must provide the City Manager or designee with the name, telephone number, and email address of an on-site community relations or staff person or other representative to whom the city can provide notice if there are operating problems associated with the facility or refer members of the public who may have any concerns or complaints regarding the operation of the facility. Each facility must also provide the above information to all businesses and residences located within 100 feet of the facility.

- (b) During the first year of operation of a facility authorized under this Chapter, the owner, manager, and community relations representative from each such facility must attend a monthly meeting with the City Manager or their designee to discuss costs, benefits and other community issues arising as a result of implementation of the Certificate of Approval authorized by this Chapter. After the first year of operation, the owner, manager, and community relations representative from each such facility must meet with the City Manager or their designee when and as requested by the City Manager or their designee, with reasonable notice.

Section 9.60.460. Fees Deemed Debt to the City of National City.

The amount of any fee, cost or charge imposed pursuant to this Chapter shall be deemed a debt to the City of National City that is recoverable via an authorized administrative process as set forth in the City ordinance, or in any court of competent jurisdiction.

Section 9.60.470. Responsibility for Violations.

All Responsible persons pursuant to this Chapter shall be responsible for all violations of the laws of the State of California or of the regulations and/or the ordinances of the City of National City, whether committed by the property owner, permittee or any employee or agent of the property owner or permittee, which violations occur in or about the premises of the commercial cannabis business whether or not said violations occur within the permit holder's presence.

Section 9.60.480. Inspection and Enforcement.

- (a) The City Manager, or their designee charged with enforcing the provisions of the City of National City Municipal Code, or any provision thereof, may enter the location of a commercial cannabis business at any time, without notice, to check for compliance with all state and local laws and inspect the location of any commercial cannabis business as well as any recordings and records required to be maintained pursuant to this Chapter or under applicable provisions of State law.
- (b) It is unlawful for any responsible persons, to impede, obstruct, interfere with, or otherwise not to allow, the City to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a commercial cannabis business under this Chapter or under state or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a commercial cannabis business under this Chapter or under state or local law.

- (c) The City Manager, or their designee charged with enforcing the provisions of this Chapter may enter the location of a commercial cannabis business at any time during the hours of operation and without notice to obtain samples of the cannabis to test for public safety purposes. Any samples obtained by the City of National City shall be logged, recorded, and maintained in accordance with established procedures by the City of National City's City Manager or their designee or these regulations.

Section 9.60.490. Compliance with State Regulations.

It is the stated intent of this Chapter to regulate commercial cannabis activity in the City of National City in compliance with all provisions MAUCRSA and any subsequent state legislation.

Section 9.60.500. Violations Declared a Public Nuisance.

Each and every violation of the provisions of this Chapter is hereby deemed unlawful and a public nuisance and may be enjoined civilly or administratively. In addition, and to the extent not expressly provided elsewhere in this code, it is unlawful and a misdemeanor to maintain a public nuisance.

Section 9.60.510. Each Violation a Separate Offense.

Each and every violation of this Chapter shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the City of National City. Additionally, as a nuisance per se, any violation of this Chapter shall be subject to injunctive relief, any permit issued pursuant to this Chapter being deemed null and void, disgorgement and payment to the City for any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity. The City of National City may also pursue any and all remedies and actions available and applicable under state and local laws for any violations committed by the commercial cannabis business or persons related to, or associated with, the commercial cannabis activity.

Section 9.60.520. Serious Violations Grounds for Immediate Suspension of License or Permit.

The City shall retain the authority, pursuant to Chapter 1.12, to address serious violations that rise to the level of posing an imminent threat to the public health, safety or welfare of the City, by immediately suspending the commercial cannabis license or permit issued by the City with a stop order. Such action by the City may be appealed pursuant to Sections 9.60.380 to 9.60.400 of this Chapter.

Section 9.60.530. Criminal Penalties.

Each and every violation of the provisions of this Chapter may in the discretion of the District Attorney or City Attorney be prosecuted as a misdemeanor and upon conviction be subject to a fine not to exceed one thousand dollars (\$1,000) or imprisonment in the County jail for a period of not more than twelve (12) months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.

Section 9.60.540. Remedies Cumulative and Not Exclusive.

- (a) The remedies provided herein are not to be construed as exclusive remedies. The City of National City is authorized to pursue any proceedings or remedies provided by law.
- (b) The City Attorney may, in addition to, or in lieu of prosecuting a criminal action hereunder, commence an action or actions, proceeding or proceedings for the abatement, removal, or enjoinder thereof, in any manner provided by law,

PASSED and ADOPTED this 4TH day of May, 2021.

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 various fiscal year 2022 mid-year budget adjustments. \(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: March 15, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing various fiscal year 2022 mid-year budget adjustments.

Molly Brennan, Administrative Services Director

PREPARED BY: Paul Valadez, Budget Manager

DEPARTMENT: Finance

PHONE: 619-336-4332

APPROVED BY: Paul Valadez

EXPLANATION:

See attached staff report.

FINANCIAL STATEMENT:

ACCOUNT NO.

See attached staff report.

APPROVED: _____ **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

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

ORDINANCE: **INTRODUCTION** **FINAL ADOPTION**

STAFF RECOMMENDATION:

Accept the staff report and adopt the resolution authorizing fiscal year 2022 mid-year budget adjustments.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Staff report
2. Resolution
3. Exhibit "A" – Recommended Mid-Year Budget Adjustments, Fiscal Year 2022



City Council Staff Report

March 15, 2022

ITEM

Staff Report: Fiscal Year 2022 Mid-Year Budget Review

BACKGROUND

This report provides a mid-year look at the status of the City's General Fund Budget. A first quarter status report was provided on November 16, 2021. In addition, the report recommends various budget adjustments.

DISCUSSION

Summary

The adopted fiscal year 2022 General Fund budget authorized a use of \$3.8 million of unassigned fund balance in order to continue to provide necessary services to the residents of the City of National City. Based on an analysis of year-to-date actual revenues and expenditures and projected financial activity through year-end, the unassigned fund balance is projected to grow by \$0.3 million, a \$4.1 million change from the authorized amount. The following sections of this report will discuss the significant factors leading to the variance.

Revenues

For fiscal year 2022, General Fund revenues are expected to be greater overall than amounts budgeted by \$7.9 million. The projected variances by revenue category are shown in Table A below.

Table A
General Fund Revenues Fiscal Year 2022

<u>Revenue Category</u>	<u>Adopted Budget</u>	<u>Adjusted Budget</u>	<u>Projected Actuals</u>	<u>Variance</u>
Sales & Use Tax	\$20,397,106	20,397,106	\$23,400,205	\$3,003,099
District Transactions & Use Tax	12,654,000	12,654,000	14,722,000	2,068,000
Property Tax	2,372,998	2,372,998	2,384,920	11,922
Property Tax in Lieu of VLF	7,741,006	7,741,006	7,822,689	81,683
Other Revenues	13,588,107	14,439,931	17,172,565	2,732,634
Transfers In	5,500	5,500	5,500	-
Total	\$56,758,717	\$57,610,541	\$65,507,879	7,897,338

Note: The Adjusted Budget equals the Adopted Budget plus any year to date amendments to the budget, as well as adjustments to match appropriations carried over for revenue offset capital projects.

The General Fund’s primary sources of revenue are the sales & use tax, the district transactions & use tax, property tax in lieu of vehicle license fees, and property taxes. Projections are based on a combination of year-to-date and historical data, input from the City’s sales tax consultant, and information obtained from the State of California and County of San Diego:

- Sales & Use Tax and District Transactions & Use Tax: The adopted budget for these two major funding sources anticipated a continued recovery from the impacts of the COVID-19 pandemic. Retail sales have turned out to be stronger than anticipated, however, resulting in Sales & Use Tax revenues trending well above actual amounts for the same period as last fiscal year. Based on projections provided in by the City’s sales tax consultant, these revenues are expected to exceed the Fiscal Year 2021-22 budget by \$3.0 million. The District Transactions & Use Tax is currently expected to finish the year at \$2.1 million above the budgeted level. Staff is working on a continuing basis with the City’s sales tax consultant to ensure that we have the latest information for each of these funding sources as we continue to recover from the economic uncertainties created by the pandemic.
- Property Tax revenue is expected to be above budget by approximately \$12,000. Assessed values that apply to the General Fund are in line with the assumptions in the adopted budget.
- Property Tax in Lieu of Vehicle License Fees (VLF) is based on a formula that applies the City-wide increase in assessed property values to the prior year’s allocation. The exact increase in assessed values was not known at the time the budget was prepared, but the actual amount will be \$82,000 greater than budgeted.

Revenues in the “Other Revenues” category are expected to end the year above budget by \$2.7 million, which is attributable to a combination of projected positive and negative variances in the various individual accounts. Contributing significantly to the positive variance are the

unbudgeted \$2.0 million received from the State for capital improvements at Las Palmas Pool, and an increase of \$368,000 in Successor Agency residual balance distributions over the anticipated amount.

Expenditures

Expenditure totals at year-end are currently projected to be below budget by \$0.5 million. The variances by expenditure category are shown in Table B below.

**Table B
 General Fund Expenditures Fiscal Year 2022**

<u>Expenditure Category</u>	<u>Adopted Budget</u>	<u>Adjusted Budget</u>	<u>Projected Actuals</u>	<u>Variance</u>
Personnel	\$41,045,469	\$42,284,372	\$42,233,893	\$50,479
Maintenance & Operations	6,863,263	7,733,259	7,278,436	454,823
Capital Outlay	175,430	193,450	193,450	-
Capital Improvement Program	2,750,000	5,745,493	5,745,493	-
Internal Service Charges and Reserves	7,726,142	7,726,142	7,726,142	-
Transfers Out	1,993,910	1,993,910	1,993,910	-
Total	\$60,554,214	\$65,676,627	\$65,171,324	\$505,303

Note: The Adjusted Budget equals the Adopted Budget plus any year to date amendments to the budget, as well as appropriations carried over from the prior year for contracts and capital projects.

Personnel costs make up about 70% of the General Fund’s adopted budget. At fiscal-year-end they are projected to be less than budgeted by approximately \$50,000. While vacant authorized positions are contributing to anticipated savings of \$1.2 million in a combination of full-time salaries, retirement plan charges, and health insurance premiums, this is offset by costs for overtime requirements, primarily in the Police and Fire departments, which are expected to exceed budgeted amounts by \$1.2 million. An anticipated reimbursement for Strike Team deployment will offset approximately \$0.8 million of these overtime costs.

Maintenance & Operations expenditures are projected to be \$0.5 million below budget overall, due to a combination of anticipated savings in various accounts partially offset by unanticipated expenses in others.

All appropriations for Capital Outlay and Capital Improvements are being projected as being entirely spent, because none of the current projects are expected to yield any savings from the amounts budgeted. It is likely, however, that some portion of the current year’s appropriations will be unspent at year-end and will be carried over to next fiscal year.

For Internal Service Charges and Transfers Out, all amounts budgeted are projected to be spent, although at year-end actual expenditures of the service provider funds will be reviewed for savings and charges will be adjusted accordingly. Similarly, the Parks Maintenance and Library funds, the primary recipients of Transfers Out from the General Fund, will be reviewed at year-end to determine whether a portion of the transfer amounts can be reduced.

Staff will continue to monitor all revenues and expenditures and will provide updates in the third quarter budget status report and in conjunction with the Fiscal Year 2022-23 budget development process.

Net Impact on Unassigned Fund Balance

Table C below combines the revenue and expenditure projections discussed above. As noted in the summary at the beginning of this report, the adopted budget anticipated the use of \$3.8 million of unassigned fund balance. As shown in the table below, unassigned fund balance is now projected to increase by \$0.3 million due to revenues outpacing expenditures.

**Table C
 General Fund Impact on Fund Balance Fiscal Year 2022**

	FY 21-22 <u>Adopted</u>	FY 21-22 <u>Adjusted</u>	FY21-22 <u>Projected</u>	<u>Variance</u>
Total Revenues	\$56,758,717	\$57,610,541	\$65,507,879	\$7,897,338
Total Expenditures	\$60,554,214	\$65,676,627	\$65,171,324	(\$505,303)
Use of Fund Balance	(\$ 3,795,497)	(\$ 8,066,086)	\$336,555	\$8,402,641
Components of Use of Fund Balance				
Assigned				-
Unassigned	\$3,795,497	\$8,066,086	(\$336,555)	(\$8,402,641)
Total	\$ 3,795,497	\$8,066,086	(\$336,555)	(\$8,402,641)

Note: The use of Assigned Fund Balance is the sum of non-revenue offset appropriations that were carried over from unspent amounts from the prior fiscal year. Appropriations are carried over for contracts for work that was in progress in the prior year as well as for unspent appropriations for capital projects. The use of Unassigned Fund Balance is the focus of this report.

BUDGET ADJUSTMENTS

During the mid-year budget review process, the Finance Department, in conjunction with City department staff, identified budget adjustments necessary due to expenses unanticipated during

the annual budgeting process. The attached schedule (“Exhibit ‘A’”) details the recommended adjustments. The recommendation section below provides a summary of those adjustments by fund.

RECOMMENDATIONS

1. Authorize the City Manager to approve budget adjustments up to the following amounts:

- **Parks Fund**
Expenditures
 - \$15,000

- **Gas Tax Fund**
Expenditures
 - \$256,000

- **Facilities Maintenance Fund**
Expenditures
 - \$250,000

- **Motor Vehicle Services Fund**
Expenditures
 - \$265,000

- **Vehicle Replacement Fund**
Expenditures
 - \$890,829Revenues
 - \$885,829

- **Liability Insurance Fund**
Expenditures
 - \$491,863Revenues
 - \$491,863

- **Housing Authority Fund**
Expenditures
 - \$50,000Revenues
 - \$50,000

- **Low/Mod Income Housing Fund**

Expenditures

□ \$125,000

• **Library Grants Fund**

Expenditures

□ \$4,349

Revenues

□ \$4,349

2. Accept and file this staff report.

Exhibit "A" - Recommended Mid-Year Budget Adjustments, Fiscal Year 2022

Department	Fund	Expenditure		Revenue		Net	Explanation
Engineering	Parks Fund	\$	15,000	\$	-	\$	15,000 Water Rate Increases, Additional Properties (Paradise Creek Park and Roosevelt Corridor from 1st St. - 8th St. Sidewalk Landscape, Plants and Trees)
	Gas Tax Fund	\$	56,000	\$	-	\$	56,000 Additional unbudget overtime for Streets unit.
	Gas Tax Fund	\$	200,000	\$	-	\$	200,000 Knockdowns - Street Lights and Traffic Street Poles
	Facilities Maint Fund	\$	250,000	\$	-	\$	250,000 Elevator Repairs, Fire Training Facility Pump; Fire Station Door Lock Installation
	Motor Vehicle Services Fund	\$	50,000	\$	-	\$	50,000 Fire Vehicle Accident Repairs/South Coast Emergency Vehicle Services
	Motor Vehicle Services Fund	\$	200,000	\$	-	\$	200,000 Fuel Rate Increase
	Motor Vehicle Services Fund	\$	10,000	\$	-	\$	10,000 Vehicle Parts 3% to 50% Increase
	Motor Vehicle Services Fund	\$	5,000	\$	-	\$	5,000 Update Tire Tool and Vehicle Code Reader (Scanner)
	Vehicle Replacement Fund	\$	5,000	\$	-	\$	5,000 Parks Trencher Trailer Cost increased - approved in a previous fiscal year
Fire	Vehicle Replacement Fund	\$	885,829	\$	885,829	\$	- Triple Combination Apparatus Fire Truck
City Attorney	Liability Insurance Fund	\$	491,863	\$	491,863	\$	- Unanticipated Liability Claim Costs
Housing	Housing Authority Fund	\$	25,000	\$	25,000	\$	- 2525 Highland Avenue affordable housing project
	Housing Authority Fund	\$	25,000	\$	25,000	\$	- 2525 Highland Avenue affordable housing project
	Low/Mod Income Housing Fund	\$	50,000	\$	-	\$	50,000 NOFA for affordable housing project(s) and Kimball Highlands
	Low/Mod Income Housing Fund	\$	75,000	\$	-	\$	75,000 NOFA for affordable housing project(s) and Kimball Highlands
Library	Library Grants Fund	\$	4,349	\$	4,349	\$	- Literacy Services Grant

RESOLUTION NO. 2022 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING VARIOUS FISCAL YEAR 2022 MID-YEAR BUDGET ADJUSTMENTS.

WHEREAS, on June 1, 2021, the City Council of the City of National City adopted Resolution No. 2021-68, adopting the budget for Fiscal Year 2022; and

WHEREAS, as part of the mid-year review process, the Finance Department reviewed the first six months for actual revenues and expenditures, and projected the last six months of the fiscal year; and

WHEREAS, the mid-year budget review was presented to the City Council and members of the public on March 15, 2022; and

WHEREAS, the City Manager has requested approval of the Recommended Mid-Year Budget Adjustments (“Exhibit A”).

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

Section 1: The City Council of the City of National City hereby approves the Fiscal Year 2022 Recommended Mid-Year Budget Adjustments (“Exhibit A”) and authorizes the City Manager to make the associated adjustments to the Fiscal Year 2022 Budget.

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 15th day of March, 2022.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

Exhibit "A" - Recommended Mid-Year Budget Adjustments, Fiscal Year 2022

Department	Fund	Expenditure		Revenue		Net	Explanation
Engineering	Parks Fund	\$	15,000	\$	-	\$	15,000 Water Rate Increases, Additional Properties (Paradise Creek Park and Roosevelt Corridor from 1st St. - 8th St. Sidewalk Landscape, Plants and Trees)
	Gas Tax Fund	\$	56,000	\$	-	\$	56,000 Additional unbudget overtime for Streets unit.
	Gas Tax Fund	\$	200,000	\$	-	\$	200,000 Knockdowns - Street Lights and Traffic Street Poles
	Facilities Maint Fund	\$	250,000	\$	-	\$	250,000 Elevator Repairs, Fire Training Facility Pump; Fire Station Door Lock Installation
	Motor Vehicle Services Fund	\$	50,000	\$	-	\$	50,000 Fire Vehicle Accident Repairs/South Coast Emergency Vehicle Services
	Motor Vehicle Services Fund	\$	200,000	\$	-	\$	200,000 Fuel Rate Increase
	Motor Vehicle Services Fund	\$	10,000	\$	-	\$	10,000 Vehicle Parts 3% to 50% Increase
	Motor Vehicle Services Fund	\$	5,000	\$	-	\$	5,000 Update Tire Tool and Vehicle Code Reader (Scanner)
	Vehicle Replacement Fund	\$	5,000	\$	-	\$	5,000 Parks Trencher Trailer Cost increased - approved in a previous fiscal year
Fire	Vehicle Replacement Fund	\$	885,829	\$	885,829	\$	- Triple Combination Apparatus Fire Truck
City Attorney	Liability Insurance Fund	\$	491,863	\$	491,863	\$	- Unanticipated Liability Claim Costs
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	Housing Authority Fund	\$	25,000	\$	25,000	\$	- 2525 Highland Avenue affordable housing project
	Low/Mod Income Housing Fund	\$	50,000	\$	-	\$	50,000 NOFA for affordable housing project(s) and Kimball Highlands
	Low/Mod Income Housing Fund	\$	75,000	\$	-	\$	75,000 NOFA for affordable housing project(s) and Kimball Highlands
Library	Library Grants Fund	\$	4,349	\$	4,349	\$	- Literacy Services Grant

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City, California, amending the Employment Agreement between the City of National City and Charles E. Bell Jr. for the position of City Attorney and authorizing a budget appropriation of \\$3,600 from the General Fund to cover fiscal year 2022 cost increases. \(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: March 15, 2022

AGENDA ITEM NO. |

ITEMEITL

Resolution of the City Council of the City of National City, California, amending the Employment Agreement between the City of National City and Charles E. Bell Jr. for the position of City Attorney and authorizing a budget appropriation of \$3,600 from the General Fund to cover fiscal year 2022 cost increases.

PREPARED BY: Molly Brennan

DEPARTMENT: Administrative Services

PHONE: 619-336-4265


APPROVED BY: 

EXPLANTION:

The City Attorney’s employment contract was automatically reopened to discuss compensation and benefits, in accordance with Section 3.B, which was triggered by City Council action taken on February 1, 2022 to increase compensation for other managers and executives. Two amendments to the current City Attorney employment contract are proposed. First, a 5.46% equity adjustment salary increase effective October 21, 2022 (Section 3). Second, removal of the residency requirement and addition of a \$1,200 per month housing allowance if the City Attorney maintains residency within the City of National City (Section 20). All other terms, compensation, and benefits will remain the same as the original employment contract.

The specific terms of the Employment Agreement are set forth in the attached “Summary Outlining the Salary and Other Compensation of the City Attorney” The Summary is a requirement of the Brown Act (Government Code Section 54953(c)(3), and must be read aloud into the record at a City Council Meeting.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

Expenditure appropriation to 001-405-000-110: Allowances & Stipends \$3,600 to cover FY22 housing allowance. The budget appropriation needed to cover the salary increase will be included in the fiscal year 2022-2023 budget.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution amending the Employment Agreement for City Attorney

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Summary Outlining the Salary and Other Compensation of the City Attorney
2. City Attorney Employment Agreement
3. Amendment to the City Attorney Employment Agreement
4. Resolution

[The Report is to be read aloud at an open meeting of the City Council as an Agenda Item prior to the execution of the employment agreement]

Oral Summary Report Outlining the Salary and Other Compensation of the City Attorney

Government Code Section 54953(c)(3)

The following is a summary of the salary and other compensation under the Employment Agreement to be received by the City Attorney in accordance with the Executive Benefits package:

- Three-year contract
- \$190,000 annual salary for year 1
- \$197,500 annual salary for year 2
- Potential for \$214,208.50 annual salary for year 3
- 10 paid fixed holidays per year
- 9 days administrative leave per year
- Vacation accrued at the rate of 10.00 hours per month for the first 10 years of employment and at the rate of 13.33 hours per month beginning with the 11th year
- Employee life insurance equivalent to the employee's annual gross salary, up to a maximum of \$150,000
- Availability of health, dental, and vision insurance, with up to \$1,200 per month of premiums paid by the City
- Participation in CalPERS retirement system
- Vehicle allowance of \$750 per month
- Housing allowance of \$1,200 per month if resides within the City of National City
- If employment is terminated by the City other than for cause, payment of six months' base salary at the current rate of pay

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 21st day of October, 2020, by and between the City of National City, a municipal corporation, (hereinafter called "Employer") and Charles E. Bell Jr. (hereinafter called "Employee") an individual who has education, training and experience in legal issues involving local government, and who is a member in good standing of the State Bar of California, both of whom agree as follows:

Section 1 Term.

This Agreement shall remain in full force in effect for a period of three (3) years from October 21, 2020, through October 21, 2023, unless sooner terminated by the Employer or Employee as provided in Section 9, 10 or 11 of this Agreement.

Section 2 Duties and Authority.

Employer agrees to employ Charles E. Bell Jr. as City Attorney, on an at-will basis, to perform the functions and duties specified in the National City Municipal Code and the California Government Code, and to perform other legally permissible and proper duties and functions, commencing on October 21, 2020.

Section 3 Compensation.

A. Base Salary: Employer agrees to pay Employee an annual base salary of one hundred ninety thousand (\$190,000), payable in installments at the same time that the other executive employees of the Employer are paid. Employer agrees to pay Employee a 3% annual increase after year 1 and 2 upon satisfactory annual reviews.

B. This Agreement shall be re-opened to discuss compensation and benefits if, and at the time, managers or executives receive any increase in compensation or benefits.

C. Beginning October 21, 2023, consideration shall be given on an annual basis to increase salary, based upon increases in the Consumer Price Index ("CPI"), as that term is defined at Government Code section 3511.1(b). Any increase in salary shall be dependent upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement.

D. Deferred Compensation: Employer shall provide seven-thousand five-hundred (\$7500) annually to Employee's selected deferred compensation plan. This payment shall be made each October in years 2021, 2022, and 2023.

Section 4 Health, Disability and Life Insurance Benefits.

A. The Employer agrees to provide Employee a cafeteria health benefit of \$1200.00 per month.

B. The Employer agrees to put into force and to make required premium payments for short term and long term disability coverage for the Employee.

C. The Employer shall pay the amount of premium due for term life insurance in the amount of \$150,000. The Employee shall name the beneficiary of the life insurance policy.

Section 5 Vacation, Sick and Military Leave.

A. The Employee shall accrue sick and vacation leave and other paid leave on an annual basis at the rate provided to Executive employees.

B. The Employee is entitled to accrue all unused vacation and sick leave, without limit, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all unused vacation and sick leave in accordance with the Employer's customary practice for Executive Employees.

C. The Employee shall be entitled to military reserve leave time pursuant to state law and City policy.

Section 6 Monthly Vehicle Allowance.

The Employer agrees to pay to the Employee, during term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$9000.00 per year, payable at \$750.00 per month, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of the vehicle beyond the greater National City area. For purposes of this Section, use of the car within the greater National City area is defined as travel to locations within a 50 mile radius of the National City Civic Center.

Section 7 Retirement.

The Employer agrees to enroll the Employee into the Public Employees' Retirement System and to make all the appropriate contributions on the Employee's behalf, for the required Employee share. Employee shall pay the entire employee share, as determined by CalPERS.

Section 8 General Business Expenses.

1. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

2. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the League of California Cities, and such other national, regional, state and local governmental groups and committees in which Employee services as a member.

3. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for the Employee's professional development and for the good of the Employer.

4. Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. The Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

5. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the

reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

6. The Employer shall provide Employee with a computer, software, fax/modem, and cell phone required for the Employee to perform the job and to maintain communication.

Section 9 Termination.

For the purpose of this Agreement, termination shall occur when:

1. The majority of the Employer's City Council votes to terminate the Employee at a duly authorized public meeting.

2. If the Employer, citizens or legislature acts to amend any provisions of the state or local law pertaining to the role, powers, duties, authority, and responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.

3. If the Employer reduces the base salary, compensation or any other financial benefits of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination.

4. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of suggestion.

5. Breach of contract declared by either party with a 30 day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.

Section 10 Severance.

The Employee is an at-will employee, serving at the pleasure of the Employer's City Council. This Agreement, and the Employee's employment with the Employer, may be terminated with or without cause by the Employer's City Council. In the event the Employee is terminated for cause, or voluntarily resigns his position with the Employer, then the Employee shall not be entitled to the payment of Severance by the Employer.

In the event the Employee is terminated by the Employer other than for cause, and during such time that Employee is willing and able to perform his duties under this Agreement, then Employer agrees to pay Severance equal to one-half year's base salary at the current rate of pay. This Severance shall be paid in one lump sum unless otherwise agreed to by the Employer and the Employee. This severance shall include the Employee's continued participation in the Employer's health care plan for a period of six months after his separation from City Employment. The value of the City's contribution to the cost of health care shall not exceed the established contribution for Executive employees as of the date of the Employee's separation.

In the event of Severance, the Employee shall also be compensated for all accrued sick and vacation leave.

If the Employee is terminated because of a conviction of a felony, then the Employer is not obligated to pay Severance under this section. If the Employee is convicted of a crime involving an abuse of office or position, then regardless of the term of the contract, if the Employee is terminated, any cash settlement, including severance, related to the termination received by Employee from Employer shall be fully reimbursed to the Employer.

Section 11 Resignation.

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of thirty (30) days' notice unless the parties agree otherwise.

Section 12 Performance Evaluation.

Employer may annually review the performance of the Employee in the Employee's anniversary month subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum may include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within thirty (30) days of the evaluation meeting.

Section 13 Hours of Work.

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule, compatible with the normal business hours of the City of National City.

Section 14 Outside Activities.

A. Disclosure and Acknowledgement: Employee has disclosed and acknowledged one (1) outside activity (Treasurer for the Cal Poly Black Alumni Chapter). Should this present a conflict of interest or inability for the City Attorney to provide full service to the City, he will withdraw from such activities.

B. Notice and Consent: Employee shall give written notice to Council for Council's approval of any new outside activities of Employee.

Section 15 Indemnification.

In accordance with federal, state or local law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of the performance of Employee's duties as City Attorney, or resulting from the exercise of judgment or discretion in connection with the course and scope of performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. In such cases, the Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at the Employer's expense and the Employer may not unreasonably withhold approval. Legal representation provided by Employer for Employee shall extend until a final determination of the legal action, including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs, and other reasonable costs and expenses of legal proceedings, including attorney's fees and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit or proceeding, actual or threatened, arising out of or in connection with the performance of the Employee in the course and scope of her duties. Any settlement of any claim

must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes the Employer shall have the right to compromise and settle any claim or suit. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

If Employee is convicted of a crime involving an abuse of his office or position, as defined in Government Code section 53243.4, then Employee shall fully reimburse Employer for any funds provided for Employee's criminal defense, if any such funds were provided pursuant to or consistent with this Section. This paragraph shall not be construed as creating or implying an obligation by Employer to provide a criminal defense to Employee.

Section 16 Bonding.

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 17 Other Terms and Conditions of Employment.

A. The Employer shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the National City Municipal Code, or any other law.

B. Except as otherwise provide in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by other appointed employees of the Employer as provided in the Municipal Code or by practice.

Section 18 Notices.

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER: Mayor
City of National City
1243 National City Boulevard
National City, CA 91950-4301

EMPLOYEE: Charles E. Bell Jr.
[At the address of the
Employee's principal
residence]

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 19 General Provisions.

A. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into

and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on October 21, 2020.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not effect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

E. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

F. Construction. The parties acknowledge and agree that (1) each party is of equal bargaining strength, (2) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (3) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (4) each party and such party's counsel and advisors have reviewed this Agreement, (5) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (6) 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.

Section 20 City Attorney's Residency.

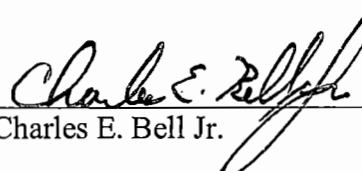
The City Attorney acknowledges and agrees that he will establish and maintain residency within the City of National City.

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


CITY OF NATIONAL CITY

EMPLOYEE

By: 
Alejandra Sotelo-Solis, Mayor


Charles E. Bell Jr.

APPROVED AS TO FORM:


Angil P. Morris Jones, City Attorney

RESOLUTION NO. 2020 – 190

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

WHEREAS, after a Nation-wide City Attorney recruitment conducted by The Hawkins Company, Charles E. Bell Jr. was selected as City Attorney.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City as follows:

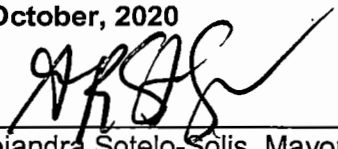
SECTION 1. Charles E. Bell Jr. is hereby appointed to the position of City Attorney for the City of National City effective October 21, 2020.

SECTION 2. In consideration of Mr. Bell's acceptance of the appointments made hereinabove, the City Council hereby approves the following employment terms and conditions:

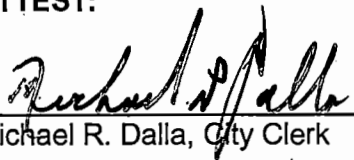
- A. Commencement of Employment
October 21, 2020 is hereby designated as the date of commencement of Mr. Bell's duties to serve as City Attorney.
- B. Salary / Compensation
The base salary to be paid to Mr. Bell for his services as City Attorney, shall be \$190,000 annually with a 3% annual increase after year 1 and 2 upon satisfactory annual evaluations, annual payment of \$7,500 for Deferred Compensation, \$750.00 per month for vehicle allowance payable in accordance with the City's customary payroll practices.
- C. Benefits
In addition to base salary, Mr. Bell shall receive such other benefits as are provided to City Council-appointed officers of the City, including holidays, vacation leave, executive leave, sick leave, and insurance and retirement benefits.

SECTION 3. The Mayor is hereby authorized to execute an Employment Agreement between the City and Charles E. Bell Jr. with an initial term of three (3) years. Said Agreement is on file in the office of the City Clerk.

PASSED and ADOPTED this 20th day of October, 2020


Alejandra Sotelo-Solis, Mayor

ATTEST:


Michael R. Dalla, City Clerk

APPROVED AS TO FORM:


Angil P. Morris-Jones, City Attorney

Passed and adopted by the Council of the City of National City, California, on October 20, 2020 by the following vote, to-wit:

Ayes: Councilmembers Cano, Morrison, Quintero, Rios, Sotelo-Solis.

Nays: None.

Absent: None.

Abstain: None.

AUTHENTICATED BY: ALEJANDRA SOTELO-SOLIS
Mayor of the City of National City, California

MICHAEL R. DALLA
City Clerk of the City of National City, California

BY: _____
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 2020-190 of the City of National City, California, passed and adopted by the Council of said City on October 20, 2020.



Richard R. Dalla
City Clerk of the City of National City, California

By: _____
Deputy

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

604-6-8

MEETING DATE: October 20, 2020

AGENDA ITEM NO. 4

ITEM TITLE:

Resolution of the City Council of the City of National City, Appointing Charles E. Bell Jr. as City Attorney and Authorizing the Mayor to Execute a 3 year Employment Agreement between the City of National City and Charles E. Bell Jr. with the effective date of October 21, 2020.

PREPARED BY: Angil Morris-Jones

DEPARTMENT: City Attorney

PHONE: Ext. 4222

APPROVED BY:

EXPLANATION:

After a Nation-wide City Attorney recruitment conducted by The Hawkins Company, Charles E. Bell Jr. was selected as City Attorney.

At the end of the regular City Council Meeting on October 6, 2020, a two part Report Out of Closed Session was given by the City Attorney:

- 1) On September 19, 2020, City Council selected a candidate for the appointment of a City Attorney by a 5 to 0 vote and directed that the terms of the Employment Agreement be brought to City Council for approval at the October 6, 2020 Closed Session; and
- 2) On October 20, 2020 a Report Out of Closed Session, the City Council approved the terms of the Employment Agreement by a 5-0 Vote and directed that the Employment Agreement be presented on October 20, 2020 City Council Meeting for formal approval and appointment.

The Brown Act requires that salary and benefits of Executive Employees are read aloud prior to the Adoption of the Resolution Appointing the City Attorney and Approving the Employment Agreement pursuant to Government Code § 54953 (c)(3).

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO. 001-405-000-1* (Personnel)

APPROVED: _____ MIS

Due to net cost savings realized by the Deputy City Attorney Position vacancy, overall City Attorney's Office Personnel expenses are expected to end the year within budget.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- 1) Employment Agreement
- 2) Resolution

EMPLOYMENT AGREEMENT

City Attorney



**City of National City
California**

2020

**EMPLOYMENT AGREEMENT
CITY ATTORNEY
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EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 21st day of October, 2020, by and between the City of National City, a municipal corporation, (hereinafter called "Employer") and Charles E. Bell Jr. (hereinafter called "Employee") an individual who has education, training and experience in legal issues involving local government, and who is a member in good standing of the State Bar of California, both of whom agree as follows:

Section 1 Term.

This Agreement shall remain in full force in effect for a period of three (3) years from October 21, 2020, through October 21, 2023, unless sooner terminated by the Employer or Employee as provided in Section 9, 10 or 11 of this Agreement.

Section 2 Duties and Authority.

Employer agrees to employ Charles E. Bell Jr. as City Attorney, on an at-will basis, to perform the functions and duties specified in the National City Municipal Code and the California Government Code, and to perform other legally permissible and proper duties and functions, commencing on October 21, 2020.

Section 3 Compensation.

A. Base Salary: Employer agrees to pay Employee an annual base salary of one hundred ninety thousand (\$190,000), payable in installments at the same time that the other executive employees of the Employer are paid. Employer agrees to pay Employee a 3% annual increase after year 1 and 2 upon satisfactory annual reviews.

B. This Agreement shall be re-opened to discuss compensation and benefits if, and at the time, managers or executives receive any increase in compensation or benefits.

C. Beginning October 21, 2023, consideration shall be given on an annual basis to increase salary, based upon increases in the Consumer Price Index ("CPI"), as that term is defined at Government Code section 3511.1(b). Any increase in salary shall be dependent upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement.

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A. The Employer agrees to provide Employee a cafeteria health benefit of \$1200.00 per month.

B. The Employer agrees to put into force and to make required premium payments for short term and long term disability coverage for the Employee.

C. The Employer shall pay the amount of premium due for term life insurance in the amount of \$150,000. The Employee shall name the beneficiary of the life insurance policy.

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A. The Employee shall accrue sick and vacation leave and other paid leave on an annual basis at the rate provided to Executive employees.

B. The Employee is entitled to accrue all unused vacation and sick leave, without limit, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all unused vacation and sick leave in accordance with the Employer's customary practice for Executive Employees.

C. The Employee shall be entitled to military reserve leave time pursuant to state law and City policy.

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The Employer agrees to pay to the Employee, during term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$9000.00 per year, payable at \$750.00 per month, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of the vehicle beyond the greater National City area. For purposes of this Section, use of the car within the greater National City area is defined as travel to locations within a 50 mile radius of the National City Civic Center.

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The Employer agrees to enroll the Employee into the Public Employees' Retirement System and to make all the appropriate contributions on the Employee's behalf, for the required Employer share. Employee shall pay the entire employee share, as determined by CalPERS.

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1. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

2. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the League of California Cities, and such other national, regional, state and local governmental groups and committees in which Employee services as a member.

3. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for the Employee's professional development and for the good of the Employer.

4. Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. The Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

5. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the

reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

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For the purpose of this Agreement, termination shall occur when:

1. The majority of the Employer's City Council votes to terminate the Employee at a duly authorized public meeting.

2. If the Employer, citizens or legislature acts to amend any provisions of the state or local law pertaining to the role, powers, duties, authority, and responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.

3. If the Employer reduces the base salary, compensation or any other financial benefits of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination.

4. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of suggestion.

5. Breach of contract declared by either party with a 30 day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.

Section 10 Severance.

The Employee is an at-will employee, serving at the pleasure of the Employer's City Council. This Agreement, and the Employee's employment with the Employer, may be terminated with or without cause by the Employer's City Council. In the event the Employee is terminated for cause, or voluntarily resigns his position with the Employer, then the Employee shall not be entitled to the payment of Severance by the Employer.

In the event the Employee is terminated by the Employer other than for cause, and during such time that Employee is willing and able to perform his duties under this Agreement, then Employer agrees to pay Severance equal to one-half year's base salary at the current rate of pay. This Severance shall be paid in one lump sum unless otherwise agreed to by the Employer and the Employee. This severance shall include the Employee's continued participation in the Employer's health care plan for a period of six months after his separation from City Employment. The value of the City's contribution to the cost of health care shall not exceed the established contribution for Executive employees as of the date of the Employee's separation.

In the event of Severance, the Employee shall also be compensated for all accrued sick and vacation leave.

If the Employee is terminated because of a conviction of a felony, then the Employer is not obligated to pay Severance under this section. If the Employee is convicted of a crime involving an abuse of office or position, then regardless of the term of the contract, if the Employee is terminated, any cash settlement, including severance, related to the termination received by Employee from Employer shall be fully reimbursed to the Employer.

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In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of thirty (30) days' notice unless the parties agree otherwise.

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Employer may annually review the performance of the Employee in the Employee's anniversary month subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum may include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within thirty (30) days of the evaluation meeting.

Section 13 Hours of Work.

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule, compatible with the normal business hours of the City of National City.

Section 14 Outside Activities.

A. Disclosure and Acknowledgement: Employee has disclosed and acknowledged one (1) outside activity (Treasurer for the Cal Poly Black Alumni Chapter). Should this present a conflict of interest or inability for the City Attorney to provide full service to the City, he will withdraw from such activities.

B. Notice and Consent: Employee shall give written notice to Council for Council's approval of any new outside activities of Employee.

Section 15 Indemnification.

In accordance with federal, state or local law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of the performance of Employee's duties as City Attorney, or resulting from the exercise of judgment or discretion in connection with the course and scope of performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. In such cases, the Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at the Employer's expense and the Employer may not unreasonably withhold approval. Legal representation provided by Employer for Employee shall extend until a final determination of the legal action, including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs, and other reasonable costs and expenses of legal proceedings, including attorney's fees and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit or proceeding, actual or threatened, arising out of or in connection with the performance of the Employee in the course and scope of her duties. Any settlement of any claim

must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes the Employer shall have the right to compromise and settle any claim or suit. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

If Employee is convicted of a crime involving an abuse of his office or position, as defined in Government Code section 53243.4, then Employee shall fully reimburse Employer for any funds provided for Employee's criminal defense, if any such funds were provided pursuant to or consistent with this Section. This paragraph shall not be construed as creating or implying an obligation by Employer to provide a criminal defense to Employee.

Section 16 Bonding.

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 17 Other Terms and Conditions of Employment.

A. The Employer shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the National City Municipal Code, or any other law.

B. Except as otherwise provide in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by other appointed employees of the Employer as provided in the Municipal Code or by practice.

Section 18 Notices.

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER: Mayor
City of National City
1243 National City Boulevard
National City, CA 91950-4301

EMPLOYEE: Charles E. Bell Jr.
[At the address of the
Employee's principal
residence]

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 19 General Provisions.

A. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into

and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on October 21, 2020.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not effect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

E. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

F. Construction. The parties acknowledge and agree that (1) each party is of equal bargaining strength, (2) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (3) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (4) each party and such party's counsel and advisors have reviewed this Agreement, (5) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (6) 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.

Section 20 City Attorney's Residency.

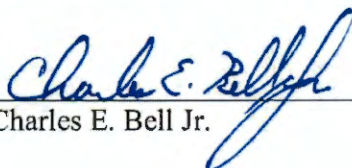
The City Attorney acknowledges and agrees that he will establish and maintain residency within the City of National City.

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

CITY OF NATIONAL CITY

EMPLOYEE

By: _____
Alejandra Sotelo-Solis, Mayor



Charles E. Bell Jr.

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

RESOLUTION NO. 2020 –

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY,
APPOINTING CHARLES E. BELL JR. AS CITY ATTORNEY AND AUTHORIZING THE
MAYOR TO EXECUTE A 3 YEAR EMPLOYMENT AGREEMENT BETWEEN THE CITY
OF NATIONAL CITY AND CHARLES E. BELL JR. WITH THE EFFECTIVE DATE OF
OCTOBER 21, 2020**

WHEREAS, after a Nation-wide City Attorney recruitment conducted by The Hawkins Company, Charles E. Bell Jr. was selected as City Attorney.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City as follows:

SECTION 1. Charles E. Bell Jr. is hereby appointed to the position of City Attorney for the City of National City effective October 21, 2020.

SECTION 2. In consideration of Mr. Bell's acceptance of the appointments made hereinabove, the City Council hereby approves the following employment terms and conditions:

A. Commencement of Employment

October 21, 2020 is hereby designated as the date of commencement of Mr. Bell's duties to serve as City Attorney.

B. Salary / Compensation

The base salary to be paid to Mr. Bell for his services as City Attorney, shall be \$190,000 annually with a 3% annual increase after year 1 and 2 of satisfactory annual evaluations, annual payment of \$7,500 for Deferred Compensation, \$750.00 per month for vehicle allowance payable in accordance with the City's customary payroll practices.

C. Benefits

In addition to base salary, Mr. Bell shall receive such other benefits as are provided to City Council-appointed officers of the City, including holidays, vacation leave, executive leave, sick leave, and insurance and retirement benefits.

SECTION 3. The Mayor is hereby authorized to execute an Employment Agreement between the City and Charles E. Bell Jr. with an initial term of three (3) years. Said Agreement is on file in the office of the City Clerk.

PASSED and ADOPTED this 20th day of October, 2020

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA AMENDING THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND CHARLES E. BELL JR. FOR THE POSITION OF CITY ATTORNEY AND A BUDGET APPROPRIATION OF \$3,600 FROM THE GENERAL FUND TO COVER FISCAL YEAR 2022 COST INCREASES

WHEREAS, the City Attorney’s employment contract was automatically reopened to discuss compensation and benefits, in accordance with Section 3.B, which was triggered by City Council action taken on February 1, 2022 to increase compensation for other managers and executives; and

WHEREAS, two amendments to the current City Attorney employment contract are proposed:

- 1) A 5.46% equity adjustment salary increase effective October 21, 2022 (Section 3).
- 2) Removal of the residency requirement and addition of a \$1,200 per month housing allowance if the City Attorney maintains residency within the City of National City (Section 20).

WHEREAS, all other terms, compensation, and benefits will remain the same as the original employment contract; and

WHEREAS, City staff recommends adopting the resolution to amend the Employment Agreement with Charles E. Bell Jr., City Attorney.

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

SECTION 1: Approves amending the Employment Agreement between the City of National City and Charles E. Bell Jr. for the position of City Attorney.

SECTION 2: The Mayor is hereby authorized to execute the Amended Employment Agreement between the City of National City and Charles E. Bell Jr.

SECTION 3: Authorizes a budget appropriation of \$3,600 from the General Fund to cover Fiscal Year 2022 cost increases.

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SECTION 4: 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 15th day of March, 2022.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Jennifer K. Gilman, Assistant City Attorney

EMPLOYMENT AGREEMENT

City Attorney



**City of National City
California**

**Adopted October 2020
Amended March 2022**

**EMPLOYMENT AGREEMENT
CITY ATTORNEY
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EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 21st day of October, 2020, by and between the City of National City, a municipal corporation, (hereinafter called "Employer") and Charles E. Bell Jr. (hereinafter called "Employee") an individual who has education, training and experience in legal issues involving local government, and who is a member in good standing of the State Bar of California, both of whom agree as follows:

Section 1 Term.

This Agreement shall remain in full force in effect for a period of three (3) years from October 21, 2020, through October 21, 2023, unless sooner terminated by the Employer or Employee as provided in Section 9, 10 or 11 of this Agreement.

Section 2 Duties and Authority.

Employer agrees to employ Charles E. Bell Jr. as City Attorney, on an at-will basis, to perform the functions and duties specified in the National City Municipal Code and the California Government Code, and to perform other legally permissible and proper duties and functions, commencing on October 21, 2020.

Section 3 Compensation.

- A. Base Salary: Employer agrees to pay Employee an annual base salary of one hundred ninety thousand (\$190,000), payable in installments at the same time that the other executive employees of the Employer are paid. Employer agrees to pay Employee a 3% annual increase after year 1 and 2 upon satisfactory annual reviews.
- B. Employer agrees to pay Employee a 5.46% equity increase effective October 21, 2022, in addition to the 3% identified in Section 3.A, for a total salary increase of 8.46%.
- C. This Agreement shall be re-opened to discuss compensation and benefits if, and at the time, managers or executives receive any increase in compensation or benefits.
- D. Beginning October 21, 2023, consideration shall be given on an annual basis to increase salary, based upon increases in the Consumer Price Index ("CPI"), as that term is defined at Government Code section 3511.1(b). Any increase in salary shall be dependent upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement.
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A. The Employee shall accrue sick and vacation leave and other paid leave on an annual basis at the rate provided to Executive employees.

B. The Employee is entitled to accrue all unused vacation and sick leave, without limit, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all unused vacation and sick leave in accordance with the Employer's customary practice for Executive Employees.

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1. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

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Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

5. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

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For the purpose of this Agreement, termination shall occur when:

1. The majority of the Employer's City Council votes to terminate the Employee at a duly authorized public meeting.

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In the event the Employee is terminated by the Employer other than for cause, and during such time that Employee is willing and able to perform his duties under this Agreement, then Employer agrees to pay Severance equal to one-half year's base salary at the current rate of pay. This Severance shall be paid in one lump sum unless otherwise agreed to by the Employer and the Employee. This severance shall include the Employee's continued participation in the Employer's health care plan for a period of six months after his separation from City Employment. The value of the City's contribution to the cost of health care shall not exceed the established contribution for Executive employees as of the date of the Employee's separation.

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C. Effective Date. This Agreement shall become effective on October 21, 2020.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not effect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

E. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

F. Construction. The parties acknowledge and agree that (1) each party is of equal bargaining strength, (2) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (3) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (4) each party and such party's counsel and advisors have reviewed this Agreement, (5) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (6) 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.

Section 20 Housing Allowance.

The Employer agrees to pay to the Employee, beginning April 2022 and in addition to other salary and benefits herein provided, a housing allowance of \$1,200 per month while the City Attorney maintains residency within the City of National City.

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

CITY OF NATIONAL CITY

EMPLOYEE

By: _____
Alejandra Sotelo-Solis, Mayor



Charles E. Bell Jr.

APPROVED AS TO FORM:

Jennifer K. Gilman, Assistant City Attorney

The following page(s) contain the backup material for Agenda Item: [Seeking direction from the City Council of the City of National City regarding repeal of Section 16.09 of the National City Municipal Code in its entirety to dissolve the Veterans and Military Families Advisory Committee and establish a Veterans Event Working Group. \(Library and Community Services\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: March 15, 2022

AGENDA ITEM NO.

ITEM TITLE:

Seeking direction from the City Council of the City of National City regarding repeal of Section 16.09 of the National City Municipal Code in its entirety to dissolve the Veterans and Military Families Advisory Committee and establish a Veterans Event Working Group.

PREPARED BY: Joyce Ryan, Library & Community Services
Director

DEPARTMENT: Library & Community Services

PHONE: 619-470-5882

APPROVED BY: _____

EXPLANATION:

At the September 15, 2020 City Council meeting, Council adopted an ordinance to amend National City Municipal Code 16.09 to reduce and modify membership of the Veterans and Military Families Advisory Committee due to lack of membership and quorum issues. As membership has markedly decreased, staff are recommending the dissolution of the committee and the formation of a Veterans Event Working Group to assist City staff in planning Memorial Day and Veteran's Day events. Please see attached staff report for additional information.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

[N/A]

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:

Staff recommends repealing Section 16.09 of the National City Municipal Code in its entirety to dissolve the Veterans and Military Families Committee and establish a Veterans Event Working Group.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Staff Report with recent attendance
2. Committee Roster



City Council Staff Report

March 15, 2022

ITEM

Seeking direction from the City Council of the City of National City regarding repeal of Section 16.09 of the National City Municipal Code in its entirety to dissolve the Veterans and Military Families Advisory Committee and establish a Veterans Event Working Group.

BACKGROUND

The ordinance amending Title 16 of the National City Municipal Code adding Chapter 16.09 establishing a Veterans and Military Families Advisory Committee was adopted on February 21, 2017.

Some important areas to highlight in the original ordinance are:

- 11 member volunteer committee
- Appointments by the Mayor with confirmation by City Council
- Committee members may be residents or non-residents
- Meetings to be held quarterly (at a minimum)
- City staff to provide administrative support to the Committee

Purpose of the Committee

The National City Veterans and Military Families Advisory Committee serves in an advisory capacity to the City Council of the City of National City on matters related to the support of our veterans and military community. The Committee makes recommendations to the City Council with respect to veterans and military service member-related issues, ceremonies, and other activities that occur within National City. Committee meetings provide a forum for discussion of issues relating to veterans and military families. The Committee provides advice and assistance to National City residents regarding resources available for veterans, military personnel, and their families. The Committee acts as a conduit of communication and coordination between the local veteran and military community, and the City of National City.

The Committee's responsibilities may include providing recommendations to the City Council on issues of interest to veterans, military personnel, and their families; providing a forum to discuss and help resolve issues, encouraging and promoting awareness, planning and assisting the City with planning of events honoring the heritage of our veterans and military community to establish and promote positive relations within the City; and serving as a liaison between the City of National City and community partners.

City staff brought forward an item at the August 18, 2020 City Council meeting to repeal section 16.09 of the National City Municipal Code in its entirety to dissolve the Veterans and Military Families Advisory Committee. This recommendation was brought forth as a result of the February 4, 2020 City Council meeting, where the City Council requested staff bring back a report on the status of the Veterans and Military Families Advisory Committee including the attendance, resident status, and committee roster.

At the August 18, 2020 City Council meeting, Council members voted to reduce the eleven member committee to seven members. Further direction was given regarding the residency requirements. Of the proposed seven voting members, five would be National City residents, and up to two voting members may be non-residents, similar to those requirements of the Community and Police Relations Commission.

Attendance

Following the August 18, 2020 meeting, which reduced the number of members, attendance has been as follows:

October 22, 2020 – Quorum

Present: Alvarado, Aguilar-Perez, Compton, Ferrill, Hernandez
Absent: Telles

January 28, 2021 – Quorum

Present: Alvarado, Aguilar-Perez, Ferrill, Hernandez, Telles
Absent: Compton

April 22, 2021 – Quorum

Present: Alvarado, Ferrill, Hernandez, Owolabi, Telles
Absent: Aguilar-Perez, Compton

July 22, 2021 – Quorum

Present: Alvarado, Aguilar-Perez, Ferrill, Hernandez, Telles
Absent: Compton, Owolabi

Nov. 8, 2021 – Quorum (date changed from Oct. 28, 2021 – lack of quorum for that date)

Present: Alvarado, Aguilar-Perez, Ferrill, Telles
Absent: Hernandez

January 27, 2022 – cancelled due to lack of quorum

Membership is now down to four members, which constitutes quorum; however, with only one person absent, a meeting cannot take place (this occurred at the January 27, 2022 meeting; the October 28, 2021 meeting was rescheduled because of lack of quorum). Although there is one application pending, City staff recommend that this advisory committee be dissolved and that a

working group be established to assist City staff with planning of events honoring the heritage of our veterans and military community.

Staff contacted the current four committee members on their desire to continue to serve.

- 3 resident committee members expressed a desire to continue to serve on a task force
- 1 non-resident committee member expressed a desire to continue to serve on a task force

A Veterans Event Working Group would allow for more flexibility in scheduling, allowing our current membership to participate with planning events which honor the heritage of our veterans and military community. Currently, these events include Memorial Day and Veteran’s Day.

Prior Meeting History

The Mayor and Council interviewed and appointed committee members from July 2017 through July 2018. After all committee members were sworn in by August 2018, staff made contact to coordinate their first meeting. It took many attempts to confirm quorum attendance and the first Veterans and Military Families Advisory Committee meeting was held on February 28, 2019.

By August 2020, the committee had held three regular meetings (February 28, 2019 - April 25, 2019 - July 25, 2019). Four other meetings (March 13, 2019 - May 28, 2019 - October 24, 2019 - January 23, 2020) were either canceled or unable to start the meeting due to a lack of quorum. The April 23, 2020 and July 23, 2020 meetings were cancelled due to COVID-19.

RECOMMENDATION

Staff recommends repealing Section 16.09 of the National City Municipal Code in its entirety to dissolve the Veterans and Military Families Advisory Committee and establish a Veterans Event Working Group.



Veterans and Military Families Advisory Committee

Committee Members

1. Jhoana Alvarado*
2. Shirley Ferrill*
3. Maria Elena Hernandez*
4. Armando Telles

*resident

The following page(s) contain the backup material for Agenda Item: [Fiscal Year 2021 4th Quarter General Fund Budget Review. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: March 15, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Staff Report: Fiscal Year 2021 4th Quarter General Fund Budget Review.

PREPARED BY: Paul Valadez, Budget Manager

DEPARTMENT: Finance

APPROVED BY: 

PHONE: 619-336-4332

EXPLANATION:

See attached staff report.

FINANCIAL STATEMENT:

ACCOUNT NO.

NA

APPROVED: _____

FINANCE

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Accept the staff report.

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

Staff report



City Council Staff Report

March 15, 2021

ITEM

Staff Report: Fiscal Year 2021 Budget Review

BACKGROUND

As part of the City of National City's Strategic Plan objective to provide consistent financial reports, this staff report to City Council presents an update on the City's financial operations for fiscal year 2021.

DISCUSSION

Budgets are projections based on known and anticipated future revenues and expenditures. Throughout the year, staff monitor and analyze revenues and expenditures, develop projections, and provide periodic financial reports to the City Council, City Manager, and department directors. The totals presented herein for fiscal year 2021 are a summary of the actual revenues and expenditures, and their impact on fund balance compared to the corresponding budgeted amounts for the year.

Fiscal Year 2021

The fiscal year 2021 adopted budget authorized a \$6.7 million use of general fund unassigned fund balance. Although an overall use of \$6.7 million in unassigned fund balance was authorized, a combination of overall cost savings and unanticipated increase in revenues increased the overall fund balance by \$2.4 million. However, the implementation of the City's new reserve policy along with adjustments to other fund balance categories resulted in a net decrease of \$1.9 million to unassigned fund balance. The variances between budgeted and actual revenues and expenditures and the impacts on fund balance are summarized below.

Revenues

The City receives revenues from various sources, some of which, such as taxes and fees, provide unrestricted cash that may be used at the City's discretion. Other revenues are reserved for specified purposes, for example, grant funds received for capital projects. Actual general fund revenues, including transfers from other funds, for fiscal year 2021, listed by source in the table below, were more than their combined budgeted total by approximately \$9 million.

Fiscal Year-End Revenue Totals

Revenue Source	FY21 Actual	FY21 Adjusted Budget ¹	Variance
Sales & Use Tax	\$ 22,139,734	\$ 17,281,000	\$ 4,858,734
District Transactions & Use Tax	13,118,582	11,293,000	1,825,582
Property Tax ²	2,290,019	2,436,700	(146,681)
Property Tax in Lieu of VLF	7,634,768	7,400,000	234,768
Other Revenues	20,235,374	18,003,981	2,231,393
Transfers In	5,500	5,500	0
Total	\$ 65,423,977	\$ 56,420,181	\$ 9,003,796

¹ adopted budget, plus budget adjustments

² reflects reduction for property tax allocation to the Library and Parks Maintenance funds

Sales & use tax and district transactions & use tax revenues for fiscal year 2021 came roaring back after hitting a low point in the last quarter of fiscal year 2020 (April – June 2020). Compared to the prior year’s under budget performance of \$30.2 million of actual revenue, fiscal year 2021 saw a combined total of \$35.3 million in revenue from sales & use taxes and the district transactions & use taxes. The point-of sales activity rebound was driven by new vehicle sales, family apparel, department stores, quick service and casual dining, higher gas prices, and building-construction activity. The shift towards online spending continued to grow from the beginning of the pandemic. Over the last two years, revenue from online activity has grown from 15% to 22% of total National City sales & use tax revenue. In fiscal year 2021, actual sales & use tax and district transactions & use tax revenue exceeded budget expectations by \$6.7 million. The budget was adopted during a time when the City was experiencing significant decreases to sales tax revenue and many unknowns about the economic impact and potential recovery from the pandemic. Thankfully, in hindsight we can now see that April-June 2020 was the low point for the City’s revenue and the recovery began quickly and rebounded sharply.

Property Tax and Property tax in lieu of VLF (vehicle license fee) were similar to what was budgeted, with a net impact of \$88,000 over budget between the two revenue sources. Both Property Tax and Property tax in lieu of VLF have grown year over year and are projected to continue to steadily grow into the future as property values continue to rise.

The “Other Revenues” category includes various accounts related to ongoing City operations, one-time events, and capital projects reimbursements. Revenues in this category exceeded the budget by \$2.2 million primarily due to the following:

- Investment related earnings exceeded budget by approximately \$1.7 million. Earnings in the Section 115 trusts for pension and other post-employment benefits (OPEB) accounted for \$1.3 million of this amount.
- \$400k over budget on Transient Occupancy Tax (TOT) revenue. The adopted budget overestimated the impact of COVID-19 pandemic on the City’s hotels. National City businesses in this category were resilient during the pandemic. Revenue actuals were still down 10% from pre-pandemic revenue from this source.

- State and County grant revenue exceeded the budget by \$553,000 for grants that were unanticipated when the budget was created.
- Refuse franchise revenue exceeded the budget by \$252,000.

Expenditures

As of June 31, 2021, General Fund expenditures, including transfers to other funds, totaled \$63.0 million, \$3.5 million less than the adjusted budget of \$66.5 million. Expenditure variances are summarized by category in the table below.

FY 2021 Year-End Expenditure Totals

Expenditure Type	FY21 Actual	FY21 Adjusted Budget¹	Variance
Personnel Services	\$ 42,054,142	\$ 41,689,691	\$ 364,451
Maintenance & Operations	7,178,208	7,927,349	(749,141)
Capital Projects	3,713,466	6,691,874	(2,978,408)
Internal Service Charges	7,717,869	7,824,869	(107,000)
Transfers Out	2,368,520	2,380,369	(11,849)
Total	\$ 63,032,205	\$ 66,514,152	\$(3,481,947)

¹ adopted budget total, plus budget amendments, encumbrances, & capital projects appropriations carried forward from previous fiscal year(s)

Personnel Services costs were \$364,451 over budget due to overages in Public Safety overtime costs of \$206,000 (net full-time salary savings due to vacancies being covered), in Allowances & Stipends of \$89,000 and in Medicare of \$69,000 (related to higher overtime).

Maintenance & Operations (“M&O”) savings of \$749,141 were realized across various accounts, but particularly in Contract Services (\$501,000); Training, Travel, & Subsistence (\$143,000); and R&M Traffic Control Devices (\$57,000).

The capital projects category had a variance of \$3 million between the budget and actuals. This \$3 million does not represent savings. Rather, it is unspent monies on specifically authorized capital improvement projects that are still ongoing. The unspent appropriations were carried over to the fiscal year 2022 budget.

Net Impact on Overall Fund Balance

The table below combines the above revenue and expenditure tables to compare the adjusted budget’s impact on fund balance to the actual impact on fund balance. Actual fiscal year 2021 revenues, expenditures, and transfers resulted in an estimated increase of \$2.4 million in the overall fund balance of the General Fund, as compared to the adjusted budgeted usage of \$10.1

million (primarily a combination of the authorized use of \$6.7 million plus carry-overs from fiscal year 2020). This variance is primarily due to the unspent capital projects appropriations and operational savings discussed above. As discussed further below, fund balance is divided into five categories, non-spendable, restricted, committed, assigned, and unassigned.

Fund Balance Change – Actual vs Budget (Estimated)

	Actual	Adjusted	Variance
Revenues	65,418,477	56,414,681	\$9,003,796
Transfers In	5,500	5,500	-
Total Revenues & Transfers In	65,423,977	56,420,181	9,003,796
Expenditures	\$60,663,685	\$64,133,783	(\$3,470,098)
Transfers Out	2,368,520	2,380,369	(11,849)
Total Expenditures & Transfers Out	\$63,032,205	\$66,514,152	(\$3,481,947)
Fund Balance Gain/(Usage)	\$2,391,772	(\$10,093,971)	\$12,485,743
Beginning Fund Balance	\$48,928,396	\$48,928,396	
Ending Fund Balance	\$51,320,168	\$38,834,425	

In accordance with Governmental Accounting Standards Board (“GASB”) Statement Number 54, fund balance is classified into the aforementioned categories based primarily on the extent to which its use of resources is constrained. The table below reflects the estimated changes in each category of fund balance within the General Fund from June 30, 2020 to June 30, 2021. The balances are dependent not only upon the results of operations, i.e., revenues and expenditures, but also upon changes in such things as liabilities accrued for employee benefits and unspent appropriations carried over to the succeeding fiscal year.

Components of Fund Balance (Estimated)

	FY 20	FY 21	Change
Non-spendable	\$3,926,499	\$3,964,434	\$37,935
Restricted	\$10,092,890	\$10,833,351	\$740,461
Committed	\$11,485,066	\$14,945,000	\$3,459,934
Assigned	\$7,129,273	\$7,193,969	\$64,696
Unassigned	\$16,294,668	\$14,383,414	\$(1,911,254)
Total	\$48,928,396	\$51,298,153	\$2,369,757

Summary of fund balance changes by category:

Non-spendable – fund balance representing assets which are not in spendable form. This is primarily land held for resale.

Restricted – category with spending constraints stipulated either “externally” by the provider of the assets or by law. For the City, the primary components of this category are the Section 115 trusts for pension and other post-employment benefit obligations (OPEB). Previously this category also included a reserve for the subsequent fiscal year’s debt service requirement. This reserve, which was in the amount of \$535,169 as of June 30, 2020, was eliminated with the adoption of the May 4, 2021 revisions to City Council Policy #201 – Maintenance of Reserves and subsequent City Council action on June 15, 2021. The increase of \$740,361 in the restricted category is the net of a gain in the combined pension and OPEB trusts of \$1.275 million and the removal of the \$.535 million debt service reserve.

Committed – total of resources which have internally imposed restrictions mandated by formal action of the City Council. This category comprises the City’s Economic Contingency Reserve, which was increased by City Council action on June 15, 2021 by \$3.1 million to \$12.2 million, and the Facilities Maintenance Reserve, which was increased as part of that same action by \$345,000 to \$2.7 million.

Assigned – assets constrained by the Council’s intent that they be used for specific purposes but not meeting the more strict criteria for classification as restricted or committed. The primary components are amounts set aside for compensated absences and those carried over for capital projects and open purchase orders.

Unassigned – total of spendable amounts not allocated to the other fund balance categories and which is available for use at Council’s discretion. Unassigned fund balance shows a decrease of \$1.9 million to \$14.4 million. This decrease should be viewed in the context of the adjustments made to the debt service, economic contingency, and facilities maintenance reserves described above, which combined totaled \$2.9 million. Absent those adjustments, the unassigned fund balance would have increased by \$1.0 million. City Council Policy #201 specifies maintaining the unassigned fund balance at a target level of 10% of budgeted operating expenditures. The adopted budget for fiscal year 2022 is \$60.5 million, which would indicate a target level of \$6.1 million. This amount compares favorably to the \$14.4 million available. Should it be necessary to use the \$3.8 million of unassigned fund balance that was authorized in the fiscal year 2022 budget, there would still be \$10.6 million left at the end of the year.

Conclusion

The City’s General Fund experienced an increase in fund balance in fiscal year 2021 that allowed the City to meet or exceed targets for key reserves. The greatest contributors to the increase in fund balance were better than budgeted revenues due to an accelerated recovery from the COVID-19 pandemic coupled with operational savings. Per City Council Policy #201, the status of these reserves will be reviewed and presented to the City Council as part of the budget development process for fiscal year 2023.

RECOMMENDATIONS

Accept and file this staff report.

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 # ____
03/15/22

City Manager Report

(City Manager)

The following page(s) contain the backup material for Agenda Item: [City Council Policy #105 request to agendize at a future meeting staff coming back with an updated policy concerning City Council Meetings and how meetings are conducted – Councilmember Mona Rios.](#)

Please scroll down to view the backup material.

Item # ____

03/15/22

City Council Policy #105 request to agendaize at a future meeting staff coming back with an updated policy concerning City Council Meetings and how meetings are conducted – Councilmember Mona Rios

**CITY COUNCIL POLICY
CITY OF NATIONAL CITY**

TITLE: Request by Member of City Council to Place an Item on a City Council Agenda	POLICY # 105
ADOPTED: March 12, 1985	AMENDED: October 5, 2021



CITY COUNCIL ITEM REQUEST

The City Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council Meeting Agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to a future City Council Meeting Agenda for action.

Requesting Member of City Council: Mona Rios
Today's Date: March 8, 2022
Is this matter considered Time-Sensitive by another entity deadline? Yes

WRITTEN REQUEST

I, Mona Rios, hereby request that the following item be placed on the City of National City – City Council meeting agenda for consideration.

Give direction to staff to come back with an updated policy concerning Council meetings and how meetings are conducted.