



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, MAY 17, 2022 – 6:00 PM

ALEJANDRA SOTELO-SOLIS
Mayor

MARCUS BUSH
Vice Mayor

RON MORRISON
Councilmember

MONA RIOS
Councilmember

JOSE RODRIGUEZ
Councilmember

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please

contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS AND CERTIFICATES

1. [National City Recognizes National Public Works Week.](#)
2. [National City Celebrates Asian American and Pacific Islander Heritage Month with recognition of the Philippine Nurses Association of San Diego County, Inc \(PNASD\).](#)

AWARDS AND RECOGNITIONS

PRESENTATIONS (FIVE-MINUTE TIME LIMIT)

INTERVIEWS / APPOINTMENTS

3. [Low Rider Ad-Hoc Committee.](#)

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

CONSENT CALENDAR

4. [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. \(City Clerk\)](#)
5. [Approval of City Council Meeting Minutes. \(City Clerk\)](#)
6. [Adoption of a Resolution to Require AB361 Findings Regarding Teleconference Meetings. \(City Clerk\)](#)
7. [Resolution of the City Council of the City of National City, California, authorizing the issuance of a Request for Proposals \("RFP"\) to assist with restoration, extractions, reconstruction and repairs arising from flooding due to City of National City sewer mains for the City of National City. \(City Attorney\)](#)

8. [Resolution of the City Council of the City of National City, California, approving the establishment of appropriations in the amount of \\$18,262.28 from the fund balance of the Vehicle Replacement Fund to cover change orders for the Type VI squad. \(Fire\)](#)
9. [Resolution of the City Council of the City of National City, California, ratifying the submission of an application to San Diego Association of Governments \(SANDAG\) and ratifying an agreement with SANDAG and establishing fund appropriations and a corresponding revenue budget for the Housing Acceleration Grant Program \(HAP\) funds in the amount of \\$205,523 for Focused General Plan Update \(FGPU\) and a Climate Action Plan \(CAP\) Update. \(Housing Authority\)](#)
10. [Resolution of the City Council of the City of National City, California, 1\) approving the following project proposed to receive funding from the Road Maintenance and Rehabilitation Account \(RMRA\) through the Local Streets and Roads Funding Program as required by Senate Bill 1, the Road Repair and Accountability Act of 2017 – 8th Street and Roosevelt Avenue Active Transportation Corridor and 2023 Pavement Rehabilitation \(Locations per the Citywide Pavement Condition Assessment\) projects; and 2\) authorizing the establishment of a Gas Tax Fund appropriation of \\$1,430,342 for Fiscal Year 2023 and corresponding revenue budget for receipt of RMRA funds. \(Engineering/Public Works\)](#)
11. [Resolution of the City Council of the City of National City, California, 1\) re-allocating \\$277,000.00 from CIP No. 19-19 - Roosevelt Avenue Corridor Smart Growth Revitalization Project, to the National City Street Resurfacing Project, CIP No. 22-19; 2\) Awarding a contract to Eagle Paving Company Inc., in the not-to-exceed amount of \\$2,072,519.00 for the National City Street Resurfacing Project, CIP No. 22-19; 3\) authorizing a 15% contingency in the amount of \\$310,878 for any unforeseen changes; 4\) authorizing the Mayor to execute the contract. \(Engineering/Public Works\)](#)
12. [Investment Report for the quarter ended March 31, 2022. \(Finance\)](#)
13. [Warrant Register #40 for the period of 4/01/22 through 4/07/22 in the amount of \\$3,154,071.87. \(Finance\)](#)
14. [Warrant Register #41 for the period of 4/08/22 through 4/14/22 in the amount of \\$687,657.95. \(Finance\)](#)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

15. [Public Hearing and Adoption of a Resolution of the City Council of the City of National City, California, repealing and replacing Resolution 2021-165 for the certification of an Environmental Impact Report \(EIR\) for, and approving, a General Plan Amendment, Zone Change, Code Amendment, and Conditional Use Permit for construction of a Carmax dealership on property located on](#)

the north side of Plaza Bonita Road, west of Sweetwater Road, and east of Interstate 805 and authorizing the filing of a Notice of Determination. (Applicant: Carmax) (Case File No. 2016-30 GPA, ZC, A, CUP, IS) (Planning)

16. Public Hearing and Adoption of a Resolution of the City Council of the City of National City, California, amending the previously adopted Transportation Development Impact Fee (TDIF) schedule and annual adjustment to the TDIF, pursuant to National City Municipal Code Section 4.52.100 and consistent with Government Code Section 66017, approving an adjustment to the TDIF of 2 percent, as required by the San Diego Association of Governments (SANDAG) for receipt of TransNet local street improvement revenues, resulting in the TDIF increasing from \$2,635.50 per new residential dwelling unit to \$2,688.21 per unit beginning July 1, 2022. (Engineering/Public Works)
17. Public Hearing and Adoption of a Resolution of the City Council of the City of National City, California, 1) approving the TransNet Local Street Improvement Program of Projects for National City for Fiscal Years 2023 through 2027 consisting of the following projects: Plaza Blvd Widening (NC01), Street Resurfacing (NC03), Traffic Signal Install/Upgrades (NC04) and Citywide Safe Routes to School (NC15); and 2) authorizing the establishment of a TransNet Proposition "A" Fund appropriation of \$1,784,000 for FY 2023 and corresponding revenue budget. (Engineering/Public Works)

NON CONSENT RESOLUTIONS

18. Resolution of the City Council of the City of National City, California, approving the Memorandum of Understanding (MOU) between the City and the National City Police Officers' Association (NCPOA) and authorizing General Fund fiscal year 2021-2022 appropriations of \$12,000 for benefit increases. (Finance)
19. Fiscal Year 2022/2023 Preliminary Budget Update. (Finance)
20. Resolution of the City Council of the City of National City, California, authorizing the City Manager to enter into an agreement with the National City Host Lions Club in the not-to-exceed amount of \$7,750.00, to facilitate the Fourth of July Carnival taking place June 30, 2022 to July 4, 2022. (Library and Community Services)

NEW BUSINESS

21. Temporary Use Permit – National City Host Lions Club 75th Annual Independence Day Carnival sponsored by the National City Host Lions Club at Kimball Park from June 30, 2022 to July 4, 2022. This is a City co-sponsored event per Council Policy No. 802. (Community Development)

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

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

MAYOR AND CITY COUNCIL

CLOSED SESSION

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - June 7, 2022 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: [National City Recognizes National Public Works Week](#).

Please scroll down to view the backup material.

Item No.____
05/17/22

National City Recognizes National Public Works Week

The following page(s) contain the backup material for Agenda Item: [National City Celebrates Asian American and Pacific Islander Heritage Month with recognition of the Philippine Nurses Association of San Diego County, Inc \(PNASD\).](#)
Please scroll down to view the backup material.

Item # ____

05/17/22

**National City Celebrates Asian American and Pacific Islander
Heritage Month with recognition of the Philippine Nurses
Association of San Diego County, Inc (PNASD)**

The following page(s) contain the backup material for Agenda Item: [Low Rider Ad-Hoc Committee](#).

Please scroll down to view the backup material.

Item # ____
05/17/22

Low Rider Ad-Hoc Committee

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 # ____

05/17/22

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. \(City Clerk\)](#)

Please scroll down to view the backup material.

APPROVAL OF CITY COUNCIL MEETING MINUTES

CITY COUNCIL OF THE CITY OF NATIONAL CITY:

Virtual Regular Meeting Minutes: March 1, 2022 at 6:00 p.m.

Virtual Special Closed Session Meeting Minutes: March 1, 2022 at 3:00 p.m.

Virtual Special Meeting Minutes: March 5, 2022 at 9:34 a.m.

Virtual Regular Meeting Minutes: March 15, 2022 at 6:00 p.m.

Virtual Special Closed Session Meeting Minutes: March 15, 2022 at 2:00 p.m.

(City Clerk)



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

March 1, 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 6:03 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, Meteau, 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

Councilmember Rios led the Pledge of Allegiance.

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.

Five (5) spoken comments were registered and heard: Becky Rapp, Barbara Gordon, Carol Green, Kelly McCormick, and Judith Strang.

Five (5) written comments were received and read: Joan Rincon, Ellen Nash, Ken Seaton-Msemaji, Mitz Lee, and Voting Rights Act Now.

Mayor Sotelo-Solis announced the meeting will be adjourned in memory of South Bay Community Member Francine Maigne. Theresa Bendorf provided remarks on behalf of the Maigne family.

PROCLAMATIONS AND CERTIFICATES - No agenda items.

AWARDS AND RECOGNITIONS - No agenda items.

PRESENTATIONS

1. PAG – ASA Law Clinic Presentation.

Mayor Sotelo-Solis introduced City Attorney Bell who introduced Thomas Jefferson School of Law Board Member Aaron Giron and Board President Diana Laranang. Mr. Giron and Ms. Laranang provided remarks and addressed comments from Councilmembers.

Received and filed.

INTERVIEWS / APPOINTMENTS - No agenda items.

REGIONAL BOARDS AND COMMITTEE REPORTS

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

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

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

Vice-Mayor Bush reported on the business of the South County Economic Development Committee (SCEDC).

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

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

CONSENT CALENDER

Public Comment: None

ACTION: Motion by Councilmember Rios, seconded by Councilmember Rodriguez, to approve the Consent Calendar Items 2 through 11.

Motion carried by 5-0 vote.

2. 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.
3. Adopted Resolution No. 2022-31, Declaring Findings to Continue Teleconference Meetings to March 15, 2022, as required by AB 361.
4. Adopted Resolution No. 2022-32. Resolution of the City Council of the City of National City, California authorizing the Council to waive the formal bid process pursuant to section 2.60.110(B)(3) of the National City Municipal Code and authorizing the Mayor to execute a one-year agreement between the City of National City and SirsiDynix in the amount of \$19,473, with four one-year automatic renewals with the ability to opt-out, for a five-year total amount not to exceed \$99,102.77 to cover the costs associated with the Cloud hosted solution (SaaS) for the National City Public Library's Integrated Library System (ILS).
5. Adopted Resolution No. 2022-33. Resolution of the City Council of the City of National City, California, authorizing the City Manager to enter into an agreement between the City of National City ("City") and National City Living History Farm Preserve ("NCLHFP") for maintenance and operation of the Stein Farm for a 60-month period from March 1, 2022 to February 28, 2027 and authorizing the establishment of a Cultural Assets fund appropriation of \$5,000 and use of the Cultural Assets fund for maintenance and operating costs.
6. Approved Temporary Use Permit – The 13th Annual Granfondo San Diego Fun Bike Ride sponsored by Life Sports Foundation on April 3, 2022 from 7:30 a.m. to 5 p.m. with no waiver of fees.
7. Approved Temporary Use Permit – Padres Pedal the Cause Bicycle Ride sponsored by Padres Pedal the Cause on April 9, 2022 from 10 a.m. to 2:15 p.m. with no waiver of fees.
8. Approved Investment transactions for the month ended November 30, 2021.
9. Approved Investment Report for the quarter ended December 31, 2021.
10. Ratified Warrant Register #30 for the period of 1/21/22 through 1/27/22 in the amount of \$1,690,448.38.
11. Ratified Warrant Register #31 for the period of 1/28/22 through 2/03/22 in the amount of \$2,243,366.83.

NON CONSENT RESOLUTIONS (Item 14 was heard out of order)

14. Adopted Resolution No. 2022-35. Resolution of the City Council of the City of National City, California, approving National City Police Department Policy 706 and Procedure 706 for the use of Military Equipment as mandated by California Assembly Bill 481.

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

Mayor Sotelo-Solis introduced Chief of Police Tellez who provided the report and addressed questions from members of the council.

Public Comment:

One (1) written comment was received and read: Coyote Moon.

No spoken comments were received.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Morrison, to adopt the Resolution. A friendly amendment by Vice-Mayor Bush to include a review of the annual report by a member of the Community and Police Relations Commission (CPRC) prior to Council approval was accepted by the maker of the motion.

Motion passed by 5-0 vote.

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

12. Adopted Resolution No. 2022-34. Public Hearing – Resolution of the City Council of the City of National City, California authorizing the execution of an Order of Vacation of a portion of Kimball Way, north of East 14th Street and northwest of the intersection with 'F' Avenue, as part of the Kimball Highlands and San Ysidro Health (PACE) Clinic project. (Applicant: Excel Engineering).

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

Mayor Sotelo-Solis introduced Principal Planner Reeder who provided the report and PowerPoint presentation.

Mayor Sotelo-Solis declared the Public Hearing open at 7:31 p.m.

Public Comment:

One (1) spoken comment was registered and heard: Mary Peterson.

No written comments were received.

ACTION: Motion by Vice-Mayor Bush, seconded by Councilmember Rios, to close the Public Hearing at 7:35 p.m.

Motion passed by 5-0 vote.

ACTION: Motion by Councilmember Rios, seconded by Mayor Sotelo-Solis, to adopt the Resolution.

Motion passed by 5-0 vote.

13. Public Hearing and Introduction of an Ordinance of the City Council of the City of National City, California, adopting a Military Equipment Policy.

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

Mayor Sotelo-Solis introduced City Attorney Bell who provided brief remarks.

Mayor Sotelo-Solis declared the Public Hearing open at 7:37 p.m.

Public Comment: None.

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Rios, to close the Public Hearing at 7:37 p.m.

Motion passed by 5-0 vote.

ACTION: Motion by Vice-Mayor Bush, seconded by Councilmember Rodriguez, to introduce the Ordinance.

Motion passed by 5-0 vote.

NEW BUSINESS

15. Notice of Decision – Planning Commission approval of a Conditional Use Permit for the modification of an existing wireless communications facility located at 1215 Wilson Avenue. (Applicant: T-Mobile) (Case File 2021-09 CUP).

City Clerk Molina read the title of the Notice of Decision into the record.

Principal Planner Reeder provided remarks.

Public Comment: None.

ACTION: Motion by Councilmember Rios, seconded by Vice-Mayor Bush, to approve the Notice of Decision.

Motion passed by 5-0 vote.

16. Notice of Decision – Planning Commission approval of a Conditional Use Permit for the relocation of an existing wireless communications facility located at 1320 Highland Avenue. (Applicant: Verizon Wireless) (Case File 2022-02 CUP).

City Clerk Molina read the title of the Notice of Decision into the record.

Principal Planner Reeder provided remarks.

Public Comment: None.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Morrison, to approve the Notice of Decision.

Motion passed by 5-0 vote.

17. Discussion of COVID related protocols pertaining to City Council Meetings and City Council appointed Boards, Commissions and Committees (BCCs).

City Clerk Molina provided the report and Deputy City Clerk Chapel provided a PowerPoint presentation.

Public Comment: None.

ACTION: Motion by Vice-Mayor Bush, seconded by Councilmember Rodriguez, to approve Option 2. Hybrid Options, as detailed in the PowerPoint presentation, with an amendment to extend the same to Boards, Commissions, and Committees (BCCs).

Substitute motion by Mayor Sotelo-Solis, seconded by Councilmember Rios, to approve Option 3, and to extend virtual meetings to August following the July Legislative Recess, as detailed in the PowerPoint presentation.

Yeas: Morrison, Rios, Sotelo-Solis.

Nays: Rodriguez, Bush.

Motion passed by 3-2 vote.

B. COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY

CONSENT RESOLUTIONS - HOUSING AUTHORITY

Public Comment: None

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Rios, to approve the Consent Calendar Items 18 and 19.

Motion carried by 5-0 vote.

18. Adopted Resolution No. 2022-81. Resolution of the Community Development Commission-Housing Authority of the City of National City, California ratifying an overage of expenditures in the amount of \$42,686.49 for legal services provided by Christensen & Spath, LLP on housing-related matters.
19. Adopted Resolution No. 2022-82. Resolution of the Community Development Commission-Housing Authority of the City of National City, California authorizing the Mayor to execute an Agreement for legal services provided by Christensen & Spath, LLP to assist in affordable housing project negotiations, advise the CDC-HA Board, and research and preparation of documents related to these matters.

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

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY - No agenda items.

NEW BUSINESS - HOUSING AUTHORITY - No agenda items.

C. REPORTS

STAFF REPORTS

20. City Manager Report.

City Manager Raulston provided the report.

MAYOR AND CITY COUNCIL

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

CLOSED SESSION

CLOSED SESSION REPORT

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

By a unanimous vote, the direction was given by the City Council in the legal action titled Sheena Sanders v. City of National City. The case arises alleged violation of the Fourth Amendment stemming from an arrest

1. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Government Code Section 54956.9(d)(2)
One (1) Potential Case

City Attorney Bell stated there is nothing to report.

2. **PUBLIC EMPLOYEE EMPLOYMENT**

Government Code Section 54957
Employment Agreement: City Attorney

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

ADJOURNMENT

Mayor Sotelo-Solis adjourned the meeting in memory of Francine Maigne.

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, March 15, 2022, 6:00 p.m. via teleconference.

The meeting adjourned at 8:50 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular Meeting of May 17, 2022.

Alejandra Sotelo-Solis, Mayor



MINUTES OF A SPECIAL MEETING NATIONAL CITY COUNCIL

March 1, 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 SESSION

CALL TO ORDER

The meeting was called to order at 3:02 p.m. by Mayor Sotelo-Solis.

ROLL CALL

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

Administrative Officials present: Raulston, Winney, Bell Jr., Chapel

Consultants/Advisors: Matt Barreto

PUBLIC COMMENT

None

CLOSED SESSION

Members retired into Closed Session at 3:06 p.m. and returned at 4:28 p.m. with all members present in attendance: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis, Raulston, Winney, Bell Jr., and Matt Barreto (left closed session at 4:26 p.m.).

Councilmember Morrison having technical difficulties entered and left the meeting multiple times: left at 3:19 p.m. and returned at 3:23 p.m. and left at 3:42 p.m. and returned at 3:44 p.m.

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(2)

One (1) Potential Case

Members retired into Closed Session at 4:28 p.m. and returned at 5:19 p.m. with all members present in attendance: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis, and Bell Jr. (left closed session at 4:35 p.m.)

2. PUBLIC EMPLOYEE EMPLOYMENT

Government Code Section 54957

Employment Agreement: City Attorney

CLOSED SESSION REPORT PROVIDED AT END OF REGULAR MEETING

ADJOURNMENT

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

The meeting adjourned at 5:19 p.m.

Shelley Chapel, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of May 17, 2022.

Alejandra Sotelo-Solis, Mayor

DRAFT



MINUTES OF A SPECIAL MEETING NATIONAL CITY COUNCIL

March 5, 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 9:34 p.m. by Mayor Sotelo-Solis.

ROLL CALL

Councilmembers present: Bush, Morrison, Rios, Rodriguez (Via phone), Sotelo-Solis

Other Elected Officials present: Molina

Administrative Officials present: Raulston, Bell Jr., Chapel

Guests: Matt Rexroad, Eddy Harranty, Fabian Valdez Jr.

Interpretation in Spanish provided by Carlos Diaz

Councilmember Rodriguez lead the Pledge of Allegiance.

PUBLIC COMMENT

Received within Item 1 of the agenda.

PUBLIC HEARING: ORDINANCES AND RESOLUTIONS

1. Public Hearing to Consider District Elections and Consideration of Eight (8) Maps.

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

Mayor Sotelo-Solis introduced City Clerk Molina who provided a summary. Matt Rexroad, Eddy Harranty, and Fabian Valdez Jr., consultants with Redistricting Insights, provided a PowerPoint presentation and addressed questions from Council.

Councilmember Rodriguez left the meeting at 10:12 a.m. and returned to the meeting at 10:42 a.m.

Mayor Sotelo-Solis declared the Public Hearing open at 11:51 a.m.

Mark Leo, a representative of South Bay Collective for Fair Representation (SBC4FR), provided a ten (10) minute presentation of one (1) map submitted for consideration.

Public Comment:

Eleven (11) speakers registered and provided comment: Myleen Abuan, Kandi Custodio-Tan, Jose Franco-Garcia, Monserrat Hernandez, Alicia Sanchez, Silvia Calzada, Marianne Delatorre, Kristina Piggy Mananquil, Peblz Luv, Mae Case, and JoAnn Fields.

Twenty-three (23) written comments were received and read: Alfredo Leano, Alicia Ricafrente, Amy Cruz, Andrew J. Amora, Angela Subido, Charlene Villena, Cynthia "CK" Suero-Gabler, Group called Neighborhood Voices of San Diego, Diana Laranang, Dr. DJ Kuttin Kandi, Ellen Nash, H. Bradley Bang, Group in support of APAC Proposed Map #1 – signed by 31 individuals, Kathy Vilaysith, Kylie Taitano, Lorilee San Agustin, Mitz Lee, Myrna TF Reyes, Nao Kabashima, Neal Ortiguerra, Ron T. Cho, Shawn Chua, Group called Voting Rights Act Now – signed by 75 individuals.

ACTION: Motion by Vice-Mayor Bush, seconded by Councilmember Rodriguez, to close the Public Hearing at 12:11 p.m.

Motion carried by unanimous vote.

ACTION: Motion by Mayor Sotelo-Solis, seconded by Councilmember Rios, to select the map submitted by South Bay Collective for Fair Representation (shown as Public Submission 3 in the presentation) as a preferred preliminary map for adoption.

Substitute motion by Councilmember Rodriguez, seconded by Councilmember Morrison, to select the map #1 submitted by APAC (shown as Public Submission 1 in the presentation), and the map submitted by South Bay Collective for Fair Representation (shown as Public Submission 4 in the presentation) as preferred preliminary maps for adoption, and allow for new submissions until the Tuesday, March 8th deadline at 4:00 p.m.

Councilmember Morrison requested adjustments to Public Submission 1 for cleaner boundaries.

Mayor Sotelo-Solis requested to bifurcate the substitute motion for clarity and vote on each map separately.

A bifurcated substitute motion was suggested by Mayor Sotelo-Solis to select the map called Public Submission 1 as a preferred preliminary map, and also to have Public Submission 1 with amendments for review at the March 15, 2022 City Council Meeting. The maker of the motion and the seconder agreed to bifurcate the motion as stated.

Ayes: Morrison, Rios, Rodriguez, Sotelo-Solis

Nays: Bush

Motion passed by 4-1 vote.

Original motion by Mayor Sotelo-Solis, seconded by Councilmember Rios, to select the map submitted by South Bay Collective for Fair Representation (shown as Public Submission 4 in the presentation) as a preferred preliminary map for adoption.

Motion passed by 5-0 vote.

Mayor Sotelo-Solis provided closing remarks.

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, March 15, 2022, 6:00 p.m. via teleconference.

The meeting adjourned at 12:27 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular Meeting of April 5, 2022.

Alejandra Sotelo-Solis, Mayor

DRAFT



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

March 15, 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 6:13 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, Brennan, Aguirre, Barrera, Gilman, Meteau, Navarro, Palma, Parra, Ryan, Tellez, Valadez, Vergara, and Yano.

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

PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Sotelo-Solis led the Pledge of Allegiance.

Mayor Sotelo-Solis announced that tonight's meeting will be adjourned in memory of Dr. Edward Reed. Family members Larry Reed and Marilyn Kriebel received the honor and provided remarks on behalf of the Reed family.

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.

Five (5) spoken comments were registered and heard: Armando Telles, Kelly McCormick, Judith Strang, Becky Rapp, and Carol Green.

One (1) written comment was received and read: Joan Rincon.

PROCLAMATIONS AND CERTIFICATES

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

Mayor Sotelo-Solis introduced the Start Team Lady Devils, Coach Desiree Sanders, and Team Captain Heather Fax-Huckaby who received the honor and provided remarks.

Received and filed.

AWARDS AND RECOGNITIONS

2. Employee of the Quarter 2022 - Ronald Gutlay, Accountant.

Mayor Sotelo-Solis introduced Financial Services Officer Rachelle Barrera who introduced City Accountant Ron Gutlay as Employee of the Quarter.

3. Introduction of New Employee - Grace Navarro, Human Resources Manager.

Mayor Sotelo-Solis introduced Administrative Services Director Brennan who introduced Human Resources Manager Grace Navarro.

4. Introduction of New Employee - Christopher Nguyen, Accountant.

Mayor Sotelo-Solis introduced Administrative Services Director Brennan who introduced City Accountant Christopher Nguyen.

PRESENTATIONS - No agenda items.

INTERVIEWS / APPOINTMENTS

5. Boards, Commissions, Committees - Mayoral Appointments.

Public Comment: No verbal or written comments were received.

ACTION: Motion by Mayor Sotelo-Solis, seconded by Councilmember Rios, to appoint to the Community and Police Relations Committee the following individuals: Zachary Francisco-Gomez for a term ending March 31, 2023, Daniel Orth for a term ending March 31, 2025, and William Philips for a term ending March 31, 2025.

Motion carried by unanimous vote.

6. Boards, Commissions, Committees - City Council Interviews and Appointments.

Mayor Sotelo-Solis introduced City Clerk Molina and Deputy City Clerk Chapel who provided the report.

The candidates interviewed for the Planning Commission were: Maria De La Paz, Damian Roman, Randi Marie Castle, and Richard Martin Miller.

The candidate who applied for the Planning Commission but was not present for an interview was: Javier Vargas.

Public Comment: No verbal or written comments were received.

ACTION: Members of the City Council voted for their two choices to fill the two open seats on the Planning Commission for terms ending March 31, 2026. By majority votes, the following two individuals were selected: Randi Marie Castle and Richard Martin Miller. (Maria De La Paz did not reach the required 4/5ths majority vote; thus, Richard Martin Miller was the next eligible selection.)

Randi Marie Castle and Richard Martin Miller will also serve on the Housing Advisory Committee for terms ending March 31, 2026.

Mayor Sotelo-Solis continued with interviews for applicants for the Housing Advisory Committee. The following candidate was interviewed: Mayra A. Valdez.

The candidates who applied for the Housing Advisory Committee but were not present for an interview were: Robert Moreno and Lorna De Los Santos.

City Councilmembers recessed at 8:06 p.m. and returned to the meeting at 8:26 p.m. with all members present: Morrison, Rios, Rodriguez, Bush, and Sotelo-Solis.

ACTION: Members of the City Council voted for their choice to fill the non-residency seat on the Housing Advisory Committee for term ending March 31, 2023. By majority votes, the following individual was selected: Damian Roman.

ACTION: Members of the City Council voted for their choice to fill the seat (with residency requirement) on the Housing Advisory Committee for term ending March 31, 2026. By majority votes, the following individual was selected: Mayra A. Valdez.

REGIONAL BOARDS AND COMMITTEE REPORTS

No reports.

CONSENT CALENDER

City Manager Raulston announced that Staff has requested to pull and hold Item 10 for corrections and to bring it back at the April 5, 2022 meeting.

Public Comment:

One (1) written comment was received and read concerning Item 9: Ted Godshalk.

ACTION: Motion by Councilmember Rios, seconded by Vice-Mayor Bush, to approve the Consent Calendar Items 7 – 20, with Items 10, 15, and 18 pulled.

Motion carried by 5-0 vote.

7. 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.
8. Approved City Council Meeting Minutes - January 2022.

9. Adopted Resolution No. 2022-36. Resolution of the City Council of the City of National City, California, adopting AB361 Findings Regarding Teleconference Meetings.
10. Pulled.
11. Adopted Resolution No. 2022-38. 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.
12. Adopted Resolution No. 2022-39. 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.
13. Adopted Resolution No. 2022-40. 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.
14. Adopted Resolution No. 2022-41. 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.
15. Pulled.
16. Adopted Resolution No. 2022-43. 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.
17. Adopted Resolution No. 2022-44. 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.
18. Pulled.

19. Ratified Warrant Register #32 for the period of 2/04/22 through 2/10/22 in the amount of \$1,743,504.52.
20. Ratified Warrant Register #33 for the period of 2/11/22 through 2/17/22 in the amount of \$1,802,216.12.

ITEMS PULLED FROM CONSENT CALENDER

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.

Item is held over to the April 5, 2022 meeting.

15. Adopted Resolution No. 2022-42. 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).

City Manager Raulston and Director of Public Works Yano provided remarks and addressed questions from Council.

Public Comment: none.

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

Motion carried by 5-0 vote.

18. Accepted Housing Element 2021 Annual Progress Report pursuant to California Code Section 654000.

Councilmember Morrison provided remarks.

Public Comment: none.

ACTION: Motion by Councilmember Morrison, seconded by Mayor Sotelo-Solis, to accept the Report.

Motion carried by 5-0 vote.

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

21. Adopted Ordinance No. 2022-2496. Public Hearing and Adoption of an Ordinance of the City Council of the City of National City, California, adopting a Military Equipment Policy.

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

City Attorney Bell remarked that this is the second reading of this Ordinance and no changes have been made since the prior reading. He addressed questions from Council.

Mayor Sotelo-Solis declared the Public Hearing open at 8:46 p.m.

Public Comment: None.

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Rios, to close the Public Hearing at 8:47 p.m.

Motion passed by 5-0 vote.

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

Motion passed by 5-0 vote.

22. Introduced HUD Annual Action Plan. 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.

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

Mayor Sotelo-Solis introduced Director of Housing Aguirre and Housing Programs Manager Angelita Palma who provided the report and PowerPoint Presentation. Director Aguirre and Manager Palma addressed questions from Council.

Mayor Sotelo-Solis declared the Public Hearing open at 8:54 p.m.

Public Comment: None.

ACTION: Motion by Vice-Mayor Bush, seconded by Mayor Sotelo-Solis, to close the Public Hearing at 8:56 p.m.

Motion passed by 5-0 vote.

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

Motion passed by 5-0 vote.

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

Mayor Sotelo-Solis introduced City Manager Raulston who provided remarks. Economic Development Specialist Gamwell was available to address questions.

Mayor Sotelo-Solis declared the Public Hearing open at 8:59 p.m.

Public Comment:

One (1) spoken comment was registered and heard: Jacqueline Reynoso.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Morrison, to close the Public Hearing at 9:00 p.m.

Motion passed by 5-0 vote.

ACTION: Motion by Councilmember Morrison, seconded by Vice-Mayor Bush, to introduce the Ordinance.

Motion passed by 5-0 vote.

NON CONSENT RESOLUTIONS

24. Adopted Resolution No. 2022-45. Resolution of the City Council of the City of National City, California, authorizing various Fiscal Year 2022 Mid-Year Budget Adjustments.

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

Mayor Sotelo-Solis introduced City Manager Raulston, Administrative Services Director Brennan, and Budget Manager Valadez who provided the report. City Manager Raulston, Director Brennan, and Manager Valadez addressed questions from Council.

Public Comment: None.

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

Motion passed by 5-0 vote.

25. Adopted Resolution No. 2022-46. 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.

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

Mayor Sotelo-Solis introduced Administrative Services Director Brennan who provided the report on two amendments. City Clerk Molina read the summary of the report in accordance with the Brown Act.

Public Comment: None.

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

Motion passed by 5-0 vote.

NEW BUSINESS

26. Accepted recommendation. 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.

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

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

Public Comment:

One (1) spoken comment was registered and heard: Armando Telles.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Morrison, to accept the recommendation.

Motion passed by 5-0 vote.

B. COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY – No agenda items.

C. REPORTS

STAFF REPORTS

27. Fiscal Year 2021 4th Quarter General Fund Budget Review.

City Manager Raulston provided the remarks.

Public Comment: None.

ACTION: Motion by Mayor Sotelo-Solis, seconded by Councilmember Morrison, to accept and file the report.

Motion passed by 5-0 vote.

28. City Manager Report.

City Manager Raulston provided the report and addressed questions from Council.

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.

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

Mayor Sotelo-Solis introduced Councilmember Rios who provided remarks.

Public Comment: None.

ACTION: Motion by Councilmember Rios, seconded by Vice-Mayor Bush, to accept the request to agendaize this Item for a future meeting.

Motion passed by 5-0 vote.

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

CLOSED SESSION

CLOSED SESSION REPORT

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

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

Direction was given on a first vote by City Council: 3-2.

Yeas by Morrison, Rios, Sotelo-Solis

Nays by Bush, Rodriguez.

Direction was given on a second vote by City Council: 4-1.

Yeas by Morrison, Bush, Rodriguez, Sotelo-Solis

Nays by Rios.

2. CONFERENCE WITH LABOR NEGOTIATORS
Government Code Section 54957.6
Employee Organizations: Police Officers Association (POA), National City Firefighters Association (Local 2744)
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).

No report.

ADJOURNMENT

Mayor Sotelo-Solis adjourned the meeting in memory of Dr. Ed Reed.

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, April 5, 2022, 6:00 p.m. via teleconference.

The meeting adjourned at 9:56 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular Meeting of May 17, 2022.

Alejandra Sotelo-Solis, Mayor

DRAFT



MINUTES OF A SPECIAL MEETING NATIONAL CITY COUNCIL

March 15, 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 SESSION

CALL TO ORDER

The meeting was called to order at 2:04 p.m. by Mayor Sotelo-Solis.

ROLL CALL

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

Councilmember Morrison joined the meeting at 2:29 p.m.

Councilmember Rodriguez was available by audio only from 2:04 p.m. - 3:00 p.m.; thereafter available on video.

Administrative Officials present: Raulston, Winney, Bell Jr., Chapel, Brennan, and Valadez.

Consultants/Advisors: Matt Rexroad, and Matt Barreto.

PUBLIC COMMENT

None.

CLOSED SESSION

Members retired into Closed Session at 2:10 p.m. and returned at 2:26 p.m. with all members present in attendance: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis, Raulston, Winney, Bell Jr., Chapel, and Matt Rexroad (Redistricting Insights).

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

Members retired into Closed Session at 3:28 p.m. and returned at 3:56 p.m. with all members present in attendance: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis, Raulston, Winney, Bell Jr., Brennan, and Valadez.

2. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Employee Organizations: Police Officers Association (POA), National City Firefighters Association (Local 2744)

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)

CLOSED SESSION REPORT PROVIDED AT END OF REGULAR MEETING

ADJOURNMENT

Mayor Sotelo-Solis adjourned to the Special Meeting to the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City held Tuesday, March 15, 2022 at 6:00 p.m. via teleconference.

The meeting adjourned at 4:05 p.m.

Shelley Chapel, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of May 17, 2022.

Alejandra Sotelo-Solis, Mayor

The following page(s) contain the backup material for Agenda Item: [Adoption of a Resolution to Require AB361 Findings Regarding Teleconference Meetings. \(City Clerk\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: May 17, 2022

AGENDA ITEM NO.

ITEM TITLE:

Adoption of a Resolution Declaring Findings to Continue Teleconference Meetings to June 7, 2022, as required by AB 361 (City Clerk)

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

PHONE: (619) 336-4225

APPROVED BY: Shelley Chapel

EXPLANATION:

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

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

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

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

None.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION: **FINAL ADOPTION:**

STAFF RECOMMENDATION:

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

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

A – Resolution

RESOLUTION NO. 2022-

RESOLUTION OF CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, MAKING THE FINDINGS REQUIRED BY AB 361 TO CONTINUE TELECONFERENCE MEETINGS OF THE CITY COUNCIL AND THE CITY BOARDS, COMMISSIONS, AND COMMITTEES AFTER MAY 17, 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.

WHEREAS, on April 5, 2022, City Council adopted Resolution No. 2022-47 was

adopted declaring findings to continue to teleconference for an additional 30 days.

WHEREAS, on May 3, 2022, City Council adopted Resolution No. 2022-63 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 17th day of May 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 AFTER MAY 17, 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; and

WHEREAS, 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, 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 was adopted declaring findings to continue to teleconference for an additional 30 days; and

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WHEREAS, on April 5, 2022, City Council adopted Resolution No. 2022-47 was adopted declaring findings to continue to teleconference for an additional 30 days; and

WHEREAS, on May 3, 2022, City Council adopted Resolution No. 2022-63 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 17th day of May, 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 issuance of a Request for Proposals \(“RFP”\) to assist with restoration, extractions, reconstruction and repairs arising from flooding due to City of National City sewer mains for the City of National City. \(City Attorney\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: 5/17/2022

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City, California, authorizing the issuance of a Request for Proposals (“RFP”) to assist with restoration, extractions, reconstruction and repairs arising from flooding due to City of National City sewer mains for the City of National City.

PREPARED BY: Charles E. Bell, Jr., City Attorney

DEPARTMENT: City Attorney

PHONE: (619) 336-4220

APPROVED BY: 

EXPLANATION:

The City of National City’s Risk Management Department utilizes contractors to assist with investigating and repairing damages in response to Government Tort Claims. In furtherance of its efforts to timely and efficiently respond to said Government Tort Claims, the Risk Management Department requests City Council authorization to seek RFPs to assist with restoration, extractions, reconstruction and repairs arising from flooding due to City of National City sewer mains.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO.

627-405-081-432-0000 Liability Claim

APPROVED: _____ **MIS**

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:

Adopt Resolution approving the issuance of a Request for Proposals to assist with restoration, extractions, reconstruction and repairs arising from flooding due to City of National City sewer mains for the City of National City.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

- Request for Proposals
- Resolution



REQUEST FOR PROPOSALS FOR THE RISK MANAGEMENT DEPARTMENT OF THE CITY OF NATIONAL CITY TO ASSIST WITH RESTORATION, EXTRACTIONS, RECONSTRUCTION AND REPAIR SERVICES

1. INTRODUCTION

The City of National City (“City”) is a general law city which operates under a council-manager form of government. The City Council has an elected Mayor and four Councilmembers who are elected for a term of four years. The citizens of National City also elect the City Treasurer and City Clerk.

The City Council is responsible for setting policies, enacting ordinances, adopting the budget, reviewing the General Plan, appointing committees, and appointing the City Manager and City Attorney. The City Manager is responsible for carrying out policies and ordinances of the City Council, appointing City department heads, and overseeing the day-to-day operations of the City. National City is organized into the departments of City Manager, City Clerk’s Office, City Attorney’s Office, Building, Planning, Engineering/Public Works, Finance, Fire, Police, Housing & Economic Development, Community Services, Information Technology, Library, Neighborhood Services, and Human Resources. The City’s total all funds budget is \$107.8 million, and the workforce consists of approximately 360 employees. For more information on the City of National City, please visit its website at: www.nationalcityca.gov.

2. THE COMMUNITY

The City of National City was incorporated in 1887 and is a full service, general law city serving a vibrant, socio-economically diverse community. National City’s multi-cultural population, mild climate and central location make National City a great place to live and work. The spirit of National City is a welcoming one, and the residents take great pride in its rich history and traditions, diverse cultures, dynamic and progressive atmosphere, strong community spirit, schools, neighborhoods and vibrant business districts.

National City, San Diego County’s second oldest city is centrally located in the South Bay region of the San Diego metropolitan area, in southwestern San Diego County. National City is truly “In the center of it all.” A thriving bi-national region of 5 million consumers,

RFQ for Restoration, Extraction,
Reconstruction and Repair Services

the City's competitive edge is its central location, transportation network, and business industry.

National City is positioned for prosperity, with proximity to the San Diego Bay, US-Mexico border, downtown San Diego, international airport, rail, San Diego State University, and other colleges and universities. Adjacent to the San Diego Bay, National City can be easily accessed by interstates 5 and 805, and highways 54 and 15. The San Diego Trolley and the Metropolitan Transit System (MTS) services National City 7 days a week. The robust transportation resources conveniently connect the City to the region.

National City is home to over 3,000 businesses – a remarkable number for a city with a population of slightly over 61,000. A variety of industries, ranging from small family-owned operations to multi-million-dollar corporations can be found in National City. The National City Marine Terminal, part of the Unified Port of San Diego, is the most advanced vehicle import and export facility on the West Coast, processing more than 270,000 vehicles annually. Lumber is also imported from the Pacific Northwest for construction use throughout the region. National City's port area extends three miles along San Diego Bay and is part of the largest U.S. Navy installation on the West Coast.

National City's 87.2 acres of park land exceeds the statewide norm. The City's four sprawling major parks include El Toyon Park, Kimball Park, Las Palmas Park, and Sweetwater Heights Park, plus the National City Golf Course. The National City recreation division provides programs at the Las Palmas Olympic-sized pool as well as at six recreation centers. The City has 10 elementary schools, 2 middle schools, 1 high school, and 1 community college.

1.1. Purpose of Invitation

This Request for Proposals ("RFP") is focused on obtaining the services of a professional, highly qualified contractor to assist with restoration, extractions, reconstruction and repairs arising from flooding due to sewer mains backups.

Interested and qualified contractors who have demonstrated their ability at comparable work are invited to submit their qualifications.

Submittals, requests for information, or questions relative to this Request for Proposals should be addressed to:

City Attorney
City of National City
1243 National City Blvd.

RFQ for Restoration, Extraction,
Reconstruction and Repair Services

National City, CA 91950
619-336-4220
attorney@nationalcityca.gov

1.2 Submittal Deadline

Qualifications will be accepted until _____. The submittal must include one original and five copies.

1.3 Contract Length

The agreement will be effective on date fully executed and continue until written notice of cancellation. This Agreement may be terminated at any time by either party with sixty (60) days' written notice to the other.

1.4 Scope of Services

The City of National City is seeking to obtain the services of a professional, highly qualified contractor to assist with restoration, extraction, reconstruction and repair arising from flooding due to sewer mains backups.

2.0 SUBMITTAL REQUIREMENTS

The respondent shall follow the format specified below. Each section should be tabbed and labeled in the order shown below.

2.1 Submittal Cover

The cover shall include the title, submittal due date, name, address, telephone and fax numbers, and e-mail address of the principal contact.

2.2 Table of Contents

The table of contents shall be complete and clear.

2.3 Cover Letter

The letter shall be brief. Any changes to the submittal format or deletions of requested material should be explained in the cover letter. The letter should also include the location of the office(s) in which the proposed contractor(s) is located.

RFQ for Restoration, Extraction,
Reconstruction and Repair Services

2.4 Statement of Understanding and Proposed Methodology

The respondent shall provide a written narrative that demonstrates an understanding of this invitation and a proposed methodology for implementing the Scope of Services, provided above in Section 1.4.

2.5 Project-Related Experience

This section shall include examples of respondent's experience in the past ten years specifically related to the Scope of Services.

2.6 Project Personnel

A resume for each contractor should be provided with their relevant experience assisting with restoration, extraction, reconstruction and repair arising from flooding due to sewer mains backups.

2.7 Insurance

Respondent shall be required to comply with all the insurance requirements required under the contract, a sample of which is attached hereto.

2.8 Schedule of Rates

Respondent shall include a "Schedule of Rates" in a sealed envelope, including rates for all of the personnel that may provide services under this contract.

2.9 References

The listing of other clients represented is critical and contact information should be provided for reference checks. Please provide at least three public sector management and three union party representatives as references for each professional proposed in Section 2.6. Include each reference's name, address, and telephone number. In addition, provide a list the municipalities your company, and in particular, contractor(s), provided similar services for within the past three (3) years.

2.10 Additional Required Information

The following information should also be provided:

- Type of company: individual, partnership, or corporation.

- Organizational structure of the company, history, including number of years in existence, number and location of offices, total number of employees.
- Describe the ability of your company to provide local service to the City.
- Names and titles of all principals/officers of the company (name, title, phone number).
- How many years has your company been providing restoration, extraction, reconstruction and repair arising from flooding due to sewer mains backups related services to municipalities?
- Describe the company's philosophy about customer service and quality assurance.
- Describe your company's resources or methods to provide education on best practices, trends or hot topics.
- Describe the company's capabilities and how you communicate with your clients.
- Describe your company's commitment to diversity in both your employment practices and in client relations.

3.0 SELECTION PROCESS AND EVALUATION CRITERIA

3.1 Selection Criteria

The responses will be evaluated based upon the following:

- Respondent's submittal demonstrates an understanding of the Scope of Services.
- Respondent's knowledge of the law regarding matters described in the Scope of Services.
- Availability and accessibility, including the location of the office that will be servicing the City of National City.
- The experience, professional credentials and references of those who will be advising the City.
- Respondent's commitment to diversity in both your employment practices and in client relations.

3.2 Submittal Selection Process

A selection committee will review the submittals and "short-list" the most qualified respondents. This committee may then choose to interview selected respondents. The proposed contractor(s) from the company must attend. Thereafter, a recommendation will be made for a final decision.

3.3 Submittal Schedule

Distribution/Advertisement	May 18, 2022
Deadline for response	June 16, 2022
Interviews	week of June 27, 2022
Selection and Recommendation	July 4, 2022
City Council Approval	August 2, 2022

3.4 Services Agreement

The contractor selected shall be required to enter into a Services Agreement with the City, a sample of which is attached hereto. Any contract resulting from this RFP shall not be effective unless, and until, approved by the City, which may require City Council approval. Upon approval, the contract shall start within one (1) day after the award of the contract.

Before the City executes a contract, the selected contractor shall furnish the City certificates evidencing insurance, as required by the City. The City shall be named as additional insured. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy.

4.0 DECLARATIONS AND ADDITIONAL INFORMATION

4.1 The City of National City Rights Regarding this Invitation

The City reserves the right to reject all submittals for any reason without indicating reasons for said rejection. The City accepts no financial responsibility for any costs incurred by respondent. Issuance of this Request for Proposals does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services.

The City reserves the right to waive any irregularities or informalities in the proposal or proposal process. The City retains the right to reject all submittals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful respondent.

4.2 Acknowledgement of Amendments

Each contractor receiving a copy of this shall acknowledge receipt of any amendment to this Request for Proposals by signing and returning the amendment with the completed proposal. The acknowledgment must be received by the City at the time and place specified for receipt of proposals.

RFQ for Restoration, Extraction,
Reconstruction and Repair Services

4.3 Right to Cancel

The City reserves the right to withdraw or cancel, for any or no reason, at any time, in part or in its entirety, this Request for Proposals, including but not limited to: selection schedule, submittal date, and submittal requirements.

4.4 Variations in Scope of Work

The City may materially change the scope of services by way of amendment to this Request for Proposals, signed by the City Clerk. The City may waive the written requirement for a variation in the scope of services if, in the opinion of the City, such variation does not materially change the item or its performance within parameters acceptable to the City.

4.6 Applicable Laws

The contract awarded shall be governed in all respect by the laws of the State of California, and any litigation related to the contract or this Request for Proposals shall be brought in the State of California, with a venue of the San Diego Superior Courts. The contractor awarded the contract shall comply with all applicable Federal, State, and local laws and regulations.

4.7 Public Information

All documents received by the City are considered public records and will be made available after the Request for Proposals selection for public inspection and copying upon request.

4.8 Compensation

The respondent agrees, if selected, that compensation shall remain fixed throughout the term of the contract.

4.9 Independent Contractor Status

The respondent agrees, if selected, that it shall perform the services as independent contractor(s) and not employee(s) of the City. The City shall not be considered the employer of respondent. The respondent understands, if selected, the respondent shall have the sole responsibility for deciding the manner and means of providing the services, except as outlined in the final contract and its attachments or exhibits.

4.10 Indemnification

The respondent agrees, if selected, to indemnify and hold harmless the City and all its officers and employees from any and all liability, claims, costs, including reasonable attorney's fees, demands, damages, expenses, and causes of action as outlined in the contract.

4.11 Examination of Solicitation

The respondent understands that the information provided herein is intended solely to assist the respondent in submittal preparation. To the best of the City's knowledge, the information provided is accurate. However, the City does not warrant such accuracy, and any errors or omissions subsequently determined will not be construed as a basis for invalidating this solicitation. Further, by submitting a response to this solicitation, the respondent represents that he or she has thoroughly examined and become familiar with work required in the solicitation and is capable of performing quality work and to achieve the objectives of the City.

5.0 APPENDICES

Appendix A – Sample Agreement

**SHORT FORM SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND**

THIS AGREEMENT is entered into this ____ day of _____, 2022, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and _____, a _____ (the "CONTRACTOR").

NOW, THEREFORE, CITY agrees to engage CONTRACTOR to perform the services set forth herein in accordance with the following terms and conditions:

1. **Description of Services.** CONTRACTOR shall provide services as outlined in attached proposal, Exhibit "A."
2. **Length of Agreement.** The duration of this Agreement is _____.
3. **Compensation.** The total compensation to CONTRACTOR for providing the services set forth herein shall not exceed _____. The compensation for CONTRACTOR'S work shall be based upon and not exceed the rates given in Exhibit "A" (the labor rates) without prior written authorization from CITY.
4. **Payment Schedule.** CITY will make payment within thirty (30) days of receiving and approving a billing statement for the satisfactorily completed services of CONTRACTOR.
5. **Termination.** CITY may terminate this Agreement at any time by providing one (1) day's written notice to CONTRACTOR.
6. **Independent Contractor.** It is agreed that CONTRACTOR is an independent Contractor, and all persons working for or under the direction of CONTRACTOR are CONTRACTOR'S agents, servants and employees, and said persons shall not be deemed agents, servants, or employees of CITY.
7. **Insurance.** CONTRACTOR shall obtain:
 - 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

RFQ for Legal Counsel
Lead Labor Negotiator
(Revised)

\$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 CONTRACTOR’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, 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. Said policies, except for the professional liability and workers’ compensation policies, shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and separate additional insured endorsements shall be provided.

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. If required insurance coverage is provided on a “claims made” rather than “occurrence” form, the CONTRACTOR 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.

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

J. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with, and approved by the CITY’s Risk Manager. If the CONTRACTOR does not keep all insurance policies required by this Section 7 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

K. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 7, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

L. If the CONTRACTOR 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 CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

8. **Indemnification and Hold Harmless.** To the maximum extent provided by law, the CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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.

8. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

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

CONTRACTOR'S employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONTRACTOR's employees hereby waive any claims to benefits or compensation described in this Section 9. This Section 9 applies to CONTRACTOR notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

9.2 **Limitation of CITY Liability.** The payment made to CONTRACTOR under this Agreement shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONTRACTOR nor CONTRACTOR's officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health,

leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.

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

9. **Acceptability of Work.** 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 CONTRACTOR.

10. **Business License.** CONTRACTOR must possess or shall obtain business license from National City Finance Department before beginning work.

11. **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. CONTRACTOR 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.

12. **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 will 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.* CONTRACTOR 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. The CONTRACTOR shall comply with all laws, including federal, state, and local laws, whether now in force or subsequently enacted.

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 CONTRACTOR identified in this Agreement. The CONTRACTOR shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY. In the event any portion of the work under this Agreement is subcontracted, the subcontractor(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 7 and the indemnification and hold harmless provision of Section 8 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) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

SIGNATURE PAGE ATTACHED

IN WITNESS WHEREOF, this Agreement is executed by CITY and by CONTRACTOR on the date and year first above written.

CITY OF NATIONAL CITY

{INSERT NAME}

(Corporation – signatures of two corporate officers required)

By: _____
Alejandra Sotelo-Solis, Mayor

By: _____
(Name)

APPROVED AS TO FORM:

By: _____
Charles E. Bell Jr.
City Attorney

(Print)

(Title)

By: _____
(Name)

(Print)

(Title)

CONTACT INFORMATION

CITY OF NATIONAL CITY
1243 National City Boulevard
National City, CA 91950-4397

NAME
ADDRESS

Phone: (619) 336-4370
Contact: Mike Gomez
Title: Risk Manager
Dep.: Risk Management
Email: riskmanager@nationalcityca.gov

Phone:
Fax:
Contact:
Title:
Email:
Taxpayer I.D. No.:

RESOLUTION NO. 2022 -

RESOLUTION OF CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (“RFP”) TO ASSIST WITH RESTORATION, EXTRACTIONS, RECONSTRUCTION, AND REPAIRS ARISING FROM FLOODING DUE TO SEWER MAINS BACKUPS

WHEREAS, the City of National City’s (“City”) Risk Management Department utilizes contractors to assist with investigating and repairing damages in response to Government Tort Claims; and

WHEREAS, in furtherance of its efforts to timely and efficiently respond to said Government Tort Claims, the Risk Management Department requests City Council authorization to advertise Request for Proposals to assist with restoration, extractions, reconstruction, and repairs arising from flooding due to sewer mains backups.

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

Section 1: Authorizes the issuance of a Request for Proposals to seek assistance with restoration, extraction, reconstruction, and repairs arising from flooding due to City sewer mains backups.

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 17th day of May, 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 the establishment of appropriations in the amount of \\$18,262.28 from the fund balance of the Vehicle Replacement Fund to cover change orders for the Type VI squad. \(Fire\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: May 17, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City approving the establishment of appropriations in the amount of \$18,262.28 from the fund balance of the Vehicle Replacement Fund to cover change orders for the Type VI squad.

PREPARED BY: Frank Parra, Chief of Emer. Services

DEPARTMENT: Fire

PHONE: 619-336-4551

APPROVED BY: 

EXPLANATION:

Resolution # 2020-216 approved the purchase of a Type VI squad funded through the Lower Sweetwater Equipment Replacement Fund. The vehicle was ordered in December 2020; however, a subsequent change order to the vehicle chassis and pump swap from gas to diesel engine increased the cost by \$18,236.28. The National City Fire Department is seeking approval to use General Fund monies from the City's Vehicle Replacement Fund while also seeking possible funding from the Lower Sweetwater Fire Protection District for the same amount to offset the overage. The final inspection trip for the squad will be mid-May and delivery should be early June.

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

644-412-125-511-0000 (Automotive Equipment) - \$18,236.28

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Approve the resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. BME Fire Trucks Invoice # 1107 and Purchase Order # 85348
2. Resolution

BME FIRE TRUCKS LLC

4600 S. Apple Street
Boise, ID 83716

Date	Invoice #
4/27/2022	1107

Bill To
City of National City 1243 National City Blvd National City, CA 91950-4301

Ship To
City of National City 1243 National City Blvd National City, CA 91950-4301

P.O. Number	Terms	Ship	Via	Project
	Net 15	4/27/2022	Delivery by BME	G549736/3402

Item Code	Qty	Description	Price Each	Amount
		VIN 3C7WRNEL9MG546736		
FE Sales	1	BME Type 6 fire apparatus, built on a 2021 Dodge (diesel) RAMT 5500 cab and chassis	204,490.50	204,490.50T
FE Sales	2	Final inspection at Boise factory	2,000.00	4,000.00
FE Sales	1	Delivery / Training	2,000.00	2,000.00
FE Sales	1	Change Order #NC0001 dated 04/25/2022 (see attached)	16,768.99	16,768.99T
		CA6: California Sales Tax 8.75%	8.75%	19,360.21

RECEIVED
APR 27 2022
CITY OF NATIONAL CITY
FIRE DEPARTMENT

Total	\$246,619.70
Payments/Credits	\$0.00
Balance Due	\$246,619.70

sharon@bmeffire.com



City Of National City

1243 National City Blvd.
National City, CA 91950-4301
619-336-4570

Purchase Order

DATE
12/16/20

PO NUMBER
85348

VENDOR: 28774
BOISE MOBILE EQUIPMENT INC
5656 W MORRIS HILL ROAD
BOISE, ID 83706

SHIP TO: NATIONAL CITY FIRE DEPT.
343 E 16TH ST
NATIONAL CITY, CA 91950

FOB Point:
Terms: Net 30 days

Req. No.: 09-2528
Dept.:

Req. Del. Date:

Confirming? No

Special Inst: PO EMAILED TO JOHANNAH@BMEFIRE.COM
& PAYABLE@BMEFIRECOM

RF 8/17/21

Quantity	Unit	Description	Unit Price	Ext. Price
1.00	EA	2019 OR NEWER DODGE 5500 - TYPE 6 FIRE ENGINE PATROL PUMPER APPARATUS	204,490.50	204,490.50
2.00	EA	FINAL INSPECTION IN BOISE @ \$2,000 PER PERSON	2,000.00	4,000.00
1.00	EA	DELEVERY/TRAINING @ \$2,000 PER APPARATUS	2,000.00	2,000.00
		PER COUNCIL RESOLUTION #2020-216.		
		PER BOISE QUOTE DATED 10/19/20.		

BILL TO: CITY OF NATIONAL CITY
1243 NATIONAL CITY BLVD
NATIONAL CITY, CA 91950

SUBTOTAL	210,490.50
TAX	17,892.92
FREIGHT	0.00
TOTAL	228,383.42

Account Number	Amount	Account Number	Amount
E 644-412-125-511-0000	228,383.42		

Authorized Signature

VENDOR COPY

[Signature]
Authorized Signature (over \$1,000)

12/17/2020

RESOLUTION NO. 2022 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING THE ESTABLISHMENT OF APPROPRIATIONS FROM THE FUND BALANCE OF THE VEHICLE REPLACEMENT FUND FOR \$18,262.28 TO COVER CHANGE ORDERS FOR THE TYPE VI SQUAD

WHEREAS, Resolution No. 2020-216 approved the purchase of a Type VI Squad vehicle funded through the Lower Sweetwater Equipment Replacement Fund; and

WHEREAS, the City of National City (“City”) ordered the vehicle in December 2020; and

WHEREAS, a subsequent change order to the vehicle chassis and pump swap from a gas to diesel engine increased the cost by \$18,236.28; and

WHEREAS, the City’s Fire Department seeks City Council approval to use General Fund monies from the City’s Vehicle Replacement Fund and possible funding from the Lower Sweetwater Fire Protection District for the same amount to offset the overage; and

WHEREAS, City staff requests City Council approve the establishment of appropriations for \$18,262.28 from the fund balance of the Vehicle Replacement Fund to cover change orders for the Type VI Squad vehicle.

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

Section 1: Approves the establishment of appropriations for \$18,262.28 from the fund balance of the Vehicle Replacement Fund to cover change orders for the Type VI Squad.

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 17th day of May 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, ratifying the submission of an application to San Diego Association of Governments \(SANDAG\) and ratifying an agreement with SANDAG and establishing fund appropriations and a corresponding revenue budget for the Housing Acceleration Grant Program \(HAP\) funds in the amount of \\$205,523 for Focused General Plan Update \(FGPU\) and a Climate Action Plan \(CAP\) Update. \(Housing Authority\)](#)
Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: May 17, 2022

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City, California, ratifying the submission of an application to San Diego Association of Governments (SANDAG) and ratifying an agreement with SANDAG and establishing fund appropriations and a corresponding revenue budget for the Housing Acceleration Grant Program (HAP) funds in the amount of \$205,523 for Focused General Plan Update (FGPU) and a Climate Action Plan (CAP) Update.

PREPARED BY: Angelita Palma, Housing Programs Manager

DEPARTMENT: Housing Authority

PHONE: (619) 336-4219

APPROVED BY: 

EXPLANATION:

In January 2022 the City submitted an application to San Diego Association of Governments (SANDAG) for Housing Acceleration Grant Program (HAP) funds. In March 2022 SANDAG notified the City of the HAP grant award in the amount of \$205,523. An agreement was provided by SANDAG to the City in April 2022. The funding Agreement (Attachment No. 1) will allocate the Regional Early Action Planning grant program (REAP) funding SANDAG received. REAP was granted from HCD, which has statutory requirements and an expenditure deadline of June 30, 2023. The SANDAG funding commitment to the City is subject to those statutory requirements and deadline.

The City shall not exceed \$205,523 (fund limit) and will only be reimbursed for allowable costs. The appropriation will be used to fund the Focused General Plan Update (FGPU), which will include the Climate Action Plan (CAP) Update that will have a new opt-in floor area ratio-based (FAR) residential density bonus program called House National City.

The Focused General Plan process began in October 2021, and the scope of work is to be completed in January 2023. A breakdown of the FGPU budget and scope is shown in Attachment No. 1 on page 17. The Resolution would approve the agreement with SANDAG and appropriate grant funds in fiscal year 2022 and will carry over until the funded scope is complete.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

Revenue Account: 501-45478-3463 - Housing Acceleration Grant Program - \$205,523

Expenditure Account: 501-419-478-* - Housing Acceleration Grant Program - \$205,523

There was a grant match of \$1,602,226.97 for which Housing Authority funds have already been appropriated.

ENVIRONMENTAL REVIEW:

No CEQA Exemption - This action is not subject to review under the California Environmental Quality Act

ORDINANCE: **INTRODUCTION:** **FINAL ADOPTION:**

STAFF RECOMMENDATION:

Adopt the resolution approving the standard agreement and appropriating grant funds.

BOARD / COMMISSION RECOMMENDATION:

Not applicable to this report.

ATTACHMENTS:

1. Agreement
2. Resolution

**GRANT AGREEMENT BETWEEN
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND
CITY OF NATIONAL CITY
REGARDING TOGETHER WE PLAN NATIONAL CITY
REGIONAL EARLY ACTION PROGRAM
HOUSING ACCELERATION GRANT PROGRAM – CYCLE 1
SANDAG CONTRACT NO. S978605**

THIS GRANT AGREEMENT (“Agreement”) is made and entered into effective as of the last signature date, by and between the San Diego Association of Governments (“SANDAG”), 401 B Street, Suite 800, San Diego, California, and City of National City, (“Subgrantee”), 1243 National City Boulevard, National City, California. This Agreement expires on June 30th, 2023, unless amended in writing by mutual agreement of the parties.

The following recitals are a substantive part of this Agreement:

- A.** In January 2010, the SANDAG Board of Directors approved Board Policy No. 035: Competitive Grant Program Procedures, which is available in its updated version at www.sandag.org/legal. This Agreement and the Subgrantee’s performance hereunder are subject to Board Policy No. 035, which includes multiple “use it or lose it” provisions.
- B.** In 2019, the state legislature passed Assembly Bill 101, which allowed for the creation of state grant fund programs to distribute one-time funding to regional entities to prioritize planning activities that accelerate housing production. Thereafter, the California Department of Housing and Community Development (HCD) established the Regional Early Action Planning grant program (REAP), which allocated \$6.8 million to SANDAG. Using these grant funds, SANDAG established a regional housing incentive program to collaborate on projects that have a broader regional impact on housing.
- C.** On November 19, 2021, SANDAG issued a call for projects from local jurisdictions in San Diego County wishing to apply for REAP funds for use on housing planning projects meeting certain criteria and authorizing up to \$3 million from REAP to be used for housing acceleration and smart growth through the Housing Acceleration Program (HAP).
- D.** On March 11th, 2022, the SANDAG Board of Directors approved a list of recommended HAP projects for the first competitive grant cycle, and one of those projects is the subject of this Agreement (Project). The Project Scope of Work, Schedule, and Budget are included as Attachment A.
- E.** The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Subgrantee with funding to implement the Project.
- F.** Although SANDAG will be providing financial assistance to Subgrantee to support the Project, SANDAG will not take an active role or retain substantial control of the Project. Therefore, this Agreement is characterized as a funding agreement rather than a cooperative agreement.
- G.** Subgrantee understands that REAP funds were granted from HCD which have statutory requirements and an expenditure deadline of June 30, 2023. The SANDAG funding commitment to HAP Projects, including this Project, is subject to those statutory requirements and deadline, which may impact funding availability for this Project.

NOW, THEREFORE, it is agreed as follows:

I. GRANT AWARD

- A.** The total amount payable by SANDAG to Subgrantee pursuant to this Agreement shall be the proportion of actual Project costs allocated to grant funding in Attachment A and shall not exceed the grant award of \$205,523 (Fund Limit).
- B.** It is agreed and understood that this Agreement Fund Limit is a ceiling and that SANDAG will only reimburse the allowable cost of services actually rendered as authorized by SANDAG at or below the Fund Limit.

II. PROJECT BUDGET

Except to the extent that SANDAG determines otherwise in writing, the Subgrantee agrees as follows: The Subgrantee and SANDAG have agreed to a Project Budget that is set forth in Attachment A. The Subgrantee and/or third-party contractor(s) will incur obligations to the Project only as authorized by the Project Budget. An amendment to the Project Budget requires the issuance of a formal amendment to the Agreement per Board Policy No. 035, unless the re-allocation of funds among budget line items or fiscal years does not increase the Fund Limit, does not exceed an aggregate of ten percent for any particular task in Attachment A, does not negatively impact the benefits obtained from the Project, and is consistent with applicable laws, regulations, and policies. Prior written SANDAG Grants Program Manager approval is required for transfers of funds between tasks in Attachment A that meet these eligibility criteria for an administrative amendment by SANDAG staff. All other amendments are subject to approval by a SANDAG Policy Advisory Committee or the SANDAG Board of Directors.

III. MATCHING FUNDS

Subgrantee agrees to provide matching funds in an amount of \$1,602,227 of the actual cost of the Project, estimated to be 11.37 percent based on the Project Budget. If the actual cost of the Project exceeds the Project Budget, Subgrantee is responsible for 100 percent of the actual cost greater than the Project Budget.

A. Availability of Grant Funding

Except where expressly allowed in writing herein, credits for matching funds will be made or allowed only for work performed on and after the Notice to Proceed date and prior to the termination date of this Agreement, unless expressly permitted by SANDAG in writing.

B. Reduction of Matching Funds

The Subgrantee agrees that no reduction in the amount of matching funds may be made unless a reduction of the proportional share of the grant funding provided by SANDAG under this Agreement also is made.

C. Prompt Payment of Subgrantee's Share of Matching Funds

Subgrantee agrees to complete all actions necessary to provide its share of the Project costs at or before the time the matching funds are needed from Subgrantee to pay for Project costs. The Subgrantee agrees to provide not less than its cumulative required match amount of Project costs prior to invoicing SANDAG for reimbursement. Each of Subgrantee's invoices must include its matching fund contribution, along with supporting, descriptive and/or explanatory documentation for the matching funds provided.

IV. PROJECT MANAGERS

Subgrantee's Project Manager is Carlos Aguirre.

The SANDAG Project Manager is Tracy Ferchaw.

Project manager continuity and experience is deemed essential in Subgrantee's ability to carry out the Project in accordance with the terms of this Agreement. Subgrantee shall not change the Project Manager without first providing written notice to SANDAG. Subgrantee shall provide SANDAG with updated contact information in a timely manner if there are any changes to its Project Manager.

V. NOTICE

All notices required to be given, by either party to the other, shall be deemed fully given when made in writing and received by the parties at their respective addresses:

San Diego Association of Governments
Attention: Grants Program Manager
401 B Street, Suite 800
San Diego, CA 92101

Subgrantee:
City of National City
Attention: Carlos Aguirre
1243 National City Boulevard
National City, CA 91950

VI. PROJECT IMPLEMENTATION

A. General

The Subgrantee agrees to carry out the Project as follows:

1. Project Description

Subgrantee agrees to perform the work as described in the Scope of Work included in Attachment A.

2. Subgrantee's Capacity

The Subgrantee agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the Project as described in Attachment A and provide for the use of any Project property; (b) carry out any safety and security aspects of the Project; and (c) comply with the terms of the Agreement and all applicable laws, regulations, and policies pertaining to the Project and the Subgrantee, including but not limited to the Pass-Through Provisions from REAP Agreement (Attachment B) and Board Policy No. 035.

3. Project Schedule

The Subgrantee agrees to complete the Project according to the Project Schedule included in Attachment A and in compliance with the Pass-Through Provisions from REAP Agreement (Attachment B) and Board Policy No. 035.

4. Project Implementation and Oversight Requirements

Subgrantee agrees to comply with the Performance Measures included in Attachment C.

5. Changes to Project Scope of Work

This Agreement was awarded to Subgrantee based on the application submitted by Subgrantee with the intention that the awarded funds would be used to implement the Project as described in the project application. Any substantive deviation from Subgrantee's Scope of Work during project implementation may require reevaluation or result in loss of funding. If Subgrantee knows or should have known that substantive changes to the Project will occur or have occurred, Subgrantee will immediately notify SANDAG in writing. SANDAG will then determine whether the Project is still consistent with the overall objectives of the grant program and whether the changes would have negatively affected the Project ranking during the competitive grant evaluation process. SANDAG reserves the right to have grant funding withheld from Subgrantee, or refunded to SANDAG, due to Subgrantee's failure to satisfactorily complete the Project or due to substantive changes to the Project not approved in advance by SANDAG.

B. Application of Laws

Should a federal or state law pre-empt or conflict with a local law, policy, or ordinance, the Subgrantee must comply with the federal or state law and implementing regulations. No provision of this Agreement requires the Subgrantee to observe or enforce compliance with any provision, perform any other act, or do any other task in contravention of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of this Agreement violates or would require the Subgrantee to violate any law, the Subgrantee agrees to notify SANDAG immediately in writing. Should this occur, SANDAG and the Subgrantee agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project or affected portions thereof expeditiously.

C. Changes in Project Performance

The Subgrantee agrees to notify SANDAG immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event, including a force majeure event, that may adversely affect the Subgrantee's ability to perform the Project in accordance with the terms of the Agreement and as required by Board Policy No. 035. The Subgrantee also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG's interests in the Project; and agrees to inform SANDAG, also in writing, before naming SANDAG as a party to litigation for any reason, in any forum. At a minimum, the Subgrantee agrees to send each notice to SANDAG required by this subsection to SANDAG's Grants Program Manager.

D. Compliance Information System (CIS)

If Subgrantee will utilize persons other than its own employees to carry out work, Subgrantee and all of its subgrantees, third party contractors, and/or subcontractors (hereinafter "subcontractors") shall report payment details using the SANDAG web-based CIS by the 15th of each month following receipt of payment by SANDAG. CIS allows SANDAG to monitor promptness of payment to subcontractors and will allow Subgrantee and its subcontractors to manage their own records, maintain accurate contract information, and report payment details online. CIS is mandatory for Subgrantee and subcontractors to use unless SANDAG instructs otherwise. After execution of this Agreement, Subgrantee will receive instructions on how to set up its account and enter required subcontractor data into CIS via an internet browser. Subgrantee must require each of its subcontractors to enter required payment information into CIS. Failure of Subgrantee or its

subcontractors to enter required information and confirm payments on a timely basis will result in delay of payment by SANDAG to Subgrantee until Subgrantee has cured any defects or provided the missing information. Should Subgrantee fail to provide the required information, SANDAG shall have sole discretion regarding whether to withhold payment or terminate this Agreement.

E. Licenses and Permits

Subgrantee represents and warrants to SANDAG that Subgrantee and its subcontractors will have all necessary licenses, permits, qualifications and approvals of whatever nature that are required to legally practice its profession and/or perform services under this Agreement at all times during the term of this Agreement.

F. Standard of Care

Subgrantee expressly warrants that the work to be performed pursuant to this Agreement shall be performed in accordance with the applicable standard of care. Where approval by SANDAG, its management, or other representative of SANDAG is indicated in the Scope of Work, it is understood to be conceptual approval only and does not relieve the Subgrantee of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Subgrantee or its subcontractors.

G. Third-Party Contracting

Although the Subgrantee may delegate any or almost all Project responsibilities to one or more third-party contractors, the Subgrantee agrees that it, rather than any third-party contractor, is ultimately responsible for compliance with all applicable laws, regulations, and this Agreement. The first invoice utilizing any third-party contractor shall be accompanied by evidence of compliance with the following requirements:

1. Competitive Procurement

Subgrantee shall not award contracts over \$10,000 on the basis of a noncompetitive procurement for work to be performed under this Agreement without the prior written approval of SANDAG. Contracts awarded by Subgrantee, if intended as local match credit, must meet the requirements set forth in this Agreement regarding local match funds. Upon request by SANDAG, Subgrantee shall submit its Request for Proposals or bid solicitation documents to SANDAG staff for review and comment for consistency with the agreed upon Scope of Work with SANDAG and to ensure a competitive process was used.

If Subgrantee hires a third-party contractor to carry out work funded under this Agreement, Subgrantee shall: prepare an Independent Cost Estimate prior to soliciting proposals/bids; publicly advertise for competing proposals/bids for the work; for professional services, use cost as a significant evaluation factor in selecting the third-party contractor; document a record of negotiation establishing that the amount paid by Subgrantee for the work is fair and reasonable; and pass through the relevant obligations in this Agreement to the contractor.

2. Debarment

Subgrantee shall execute and cause its third-party contractors to execute debarment and suspension certificates stating they have not been disqualified from doing business with government entities. The documentation showing lack of debarment shall be obtained from the following two websites:

- Subgrantee will check the System for Award Management (SAM) at www.sam.gov to verify the prime contractor and all of its subcontractors are not currently debarred or suspended by the federal government.
- Entities in the United States are banned from doing business with companies with ownership based in countries such as Cuba, Sudan and China due to United States trade sanctions. A search on the US Treasury's Office of Foreign Assets Control (OFAC) website can ensure Subgrantee will not be doing business with a vendor that is subject to trade sanctions. This can be done at <https://sanctionssearch.ofac.treas.gov/>.

3. Flowdown

Subgrantee agrees to take appropriate measures necessary, including the execution of a subagreement, lease, third-party contract, or other, to ensure that all Project participants, including alternate payees or third-party contractors at any tier, comply with all applicable federal laws, regulations, policies affecting Project implementation and Agreement requirements. In addition, if an entity other than the Subgrantee is expected to fulfill any responsibilities typically performed by the Subgrantee, the Subgrantee agrees to assure that the entity carries out the Subgrantee's responsibilities as set forth in this Agreement, including but not limited to those in Attachment B.

4. No SANDAG Obligations to Third Parties

In connection with the Project, the Subgrantee agrees that SANDAG shall not be subject to any obligations or liabilities to any subcontractor, lessee, third party contractor at any tier or other person or entity that is not a party to the Agreement for the Project. Notwithstanding that SANDAG may have concurred in or approved any solicitation, subagreement, lease, alternate payee designation, or third-party contract at any tier, SANDAG has no obligations or liabilities to any entity other than the Subgrantee.

5. Equipment Purchases

Subgrantee shall maintain ownership of any equipment purchased using Agreement funding and shall use such equipment only for the purposes set forth in this Agreement. The parties agree to meet and confer in good faith to ensure the continued use of the equipment for the purposes intended, which may include reimbursement to SANDAG when the fair market value of the equipment at Project completion exceeds \$5,000. SANDAG and Subgrantee further agree that Subgrantee shall keep an inventory record for each piece of equipment purchased under this Agreement and maintain each piece of equipment in good operating order consistent with the purposes for which they were intended. SANDAG shall have the right to conduct periodic maintenance inspections for the purpose of confirming the existence, condition, and proper maintenance of the equipment.

VII. ETHICS

A. Subgrantee Code of Conduct/Standards of Conduct

The Subgrantee agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, council or board members, or agents engaged in the award or administration of subagreements, leases, or third-party contracts supported with the grant funding. The Subgrantee agrees that its code of conduct or standards of conduct shall specify that its officers, employees, council or board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subcontractor, lessee, or third-party contractor at any tier or agent thereof. The Subgrantee may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal

intrinsic value. The Subgrantee agrees that its code of conduct or standards of conduct shall also prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, the Subgrantee agrees that its code of conduct or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, council or board members, or their agents, or its third-party contractors or subcontractors or their agents.

B. Personal Conflicts of Interest

The Subgrantee agrees that its code of conduct or standards of conduct shall prohibit the Subgrantee's employees, officers, council or board members, or agents from participating in the selection, award, or administration of any third-party contract or subagreement supported by the grant funding if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in a firm competing for award.

C. Organizational Conflicts of Interest

The Subgrantee agrees that its code of conduct or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third-party contractor or subcontractor or impair its objectivity in performing the contract work.

D. SANDAG Code of Conduct

SANDAG has established policies concerning potential conflicts of interest. These policies apply to Subgrantee. For all awards by SANDAG, any practices which might result in unlawful activity are prohibited including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG staff members are specifically prohibited from participating in the selection process when those staff have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract with SANDAG. It is unlawful for any contract to be made by SANDAG if any individual Board member or staff has a prohibited financial interest in the contract. Staff also are prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG. SANDAG's officers, employees, agents, and board members shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. By signing this Agreement, Subgrantee affirms that it has no knowledge of an ethical violation by SANDAG staff or Subgrantee. If Subgrantee has any reason to believe a conflict of interest exists with regard to the Agreement or the Project, it shall notify the SANDAG Office of General Counsel immediately.

E. Bonus or Commission

The Subgrantee affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its grant funding application for the Project.

F. False or Fraudulent Statements or Claims

The Subgrantee acknowledges and agrees that by executing the Agreement for the Project, the Subgrantee certifies or affirms the truthfulness and accuracy of each statement it has made, it

makes, or it may make in connection with the Project, including, but not limited to, the Subgrantee's grant application, progress reports and invoices.

VIII. PAYMENTS

A. Method of Payment

The method of payment for this Agreement will be based upon actual, substantiated, and allowable costs described herein.

B. Alternate Payee

If the Subgrantee designates a party as an Alternate Payee, Alternate Payee is authorized to submit payment requests directly to SANDAG to receive reimbursement for allowable Project costs. This does not alleviate Subgrantee from all obligations under this Grant Agreement.

C. Invoicing

Subgrantee or Alternate Payee is required to submit invoices quarterly. Invoices must be accompanied by a quarterly report (template to be provided by SANDAG). SANDAG will make payments for eligible amounts to Subgrantee or Alternate Payee as promptly as SANDAG fiscal procedures permit upon receipt of Subgrantee's or Alternate Payee's itemized signed invoice(s) and confirmation by the SANDAG Project Manager that Subgrantee is in compliance with the reporting and other requirements in this Agreement. SANDAG shall retain 10 percent from the amounts invoiced until satisfactory completion of the Project. SANDAG shall promptly pay retention amounts to Subgrantee or Alternate Payee following satisfactory completion of work, receipt of final invoice, and all required documentation.

D. Eligible Costs

The Subgrantee agrees that Project costs eligible for grant funding must comply with the following requirements, unless SANDAG determines otherwise in writing. To be eligible for reimbursement, Project costs must be:

1. Consistent with the Project Scope of Work, Schedule, and Project Budget, and other provisions of the Agreement.
2. Necessary in order to accomplish the Project.
3. Reasonable for the goods or services purchased.
4. Actual net costs to the Subgrantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Subgrantee that have the effect of reducing the cost actually incurred, excluding program income). Project generated revenue realized by the Subgrantee shall be used in support of the Project. Project generated revenue and expenditures, if any, shall be reported at the end of the Agreement period.
5. Incurred for work performed on or after the SANDAG Notice to Proceed date, and before the termination date, and also must have been paid for by the Subgrantee.
6. Satisfactorily documented with supporting documentation, which is to be submitted with each invoice. Copies of invoices are required for goods or services provided by third parties.

7. Treated consistently in accordance with generally accepted accounting principles and procedures for the Subgrantee and any third-party contractors and subcontractors, (see Section entitled "Accounting Records").
8. Eligible for grant funding as part of the grant program through which the funds were awarded.

E. Excluded Costs

In determining the amount of REAP funds SANDAG will provide for the Project, SANDAG will exclude:

1. Any Project cost incurred by the Subgrantee before the Effective Date of the Agreement or applicable Amendment thereto
2. Any cost that is not included in the Project Budget
3. Any cost for Project property or services received in connection with a subagreement, lease, third-party contract, or other arrangement that is required to be, but has not been, concurred in or approved in writing by SANDAG
4. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies
5. Any cost incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (any indirect cost). Typical indirect costs include facilities and administration costs such as heat/air conditioning, lighting, payroll, and the entity's accounting system. Administrative costs such as clerical and support staff salaries also are most often treated as indirect costs.

The Subgrantee understands and agrees that payment to the Subgrantee for any Project cost does not constitute SANDAG's final decision about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation by the Subgrantee of the terms of this Agreement or Board Policy No. 035. The Subgrantee acknowledges that SANDAG will not make a final determination about the allowability and eligibility of any cost until the final payment has been made on the Project or the results of an audit of the Project requested by SANDAG has been completed, whichever occurs latest. If SANDAG determines that the Subgrantee is not entitled to receive any portion of the grant funding requested or paid, SANDAG will notify the Subgrantee in writing, stating its reasons. The Subgrantee agrees that Project closeout will not alter the Subgrantee's responsibility to return any funds due to SANDAG as a result of later refunds, corrections, performance deficiencies, or other similar actions; nor will Project closeout alter SANDAG's right to disallow costs and recover funds provided for the Project on the basis of a later audit or other review. Upon notification to the Subgrantee that specific amounts are owed to SANDAG, whether for excess payments of grant funding, disallowed costs, or funds recovered from third parties or elsewhere, the Subgrantee agrees to promptly remit to SANDAG the amounts owed, including applicable interest, penalties and administrative charges.

IX. ACCOUNTING, REPORTING, RECORD RETENTION, AND ACCESS

A. Project Accounts

The Subgrantee and/or Alternate Payee agree to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The Subgrantee and/or Alternate Payee also agree to maintain documentation of all checks, payrolls, invoices, contracts, vouchers, orders, or other

accounting documents related in whole or in part to the Project so that they may be clearly identified, readily accessible, and available to SANDAG upon request and, to the extent feasible, kept separate from documents not related to the Project.

B. Reports

1. The Subgrantee agrees to submit to SANDAG all reports required by law and regulation, policy, this Agreement, or any other reports SANDAG may specify. SANDAG reserves the right to specify that records be submitted in particular formats. Subgrantee may be required to attend meetings of SANDAG staff and committees, including but not limited to the Regional Planning Committee and the SANDAG Board of Directors, to report on its progress and respond to questions from Board Members or the public.
2. Subgrantee's performance shall be monitored for consistency with the Scope of Work. SANDAG will utilize Performance Measures (Attachment C) and the SANDAG Grant Monitoring Checklist provided by the SANDAG Project Manager, to document compliance with this Agreement. Subgrantee's performance will be measured against the Performance Measures during the term of this Agreement. If the Subgrantee does not comply with provisions in this Agreement or achieve minimum performance requirements, SANDAG will issue Subgrantee a written Notice to Complete a Recovery Plan. Subgrantee's Recovery Plan shall include a detailed description of how Subgrantee intends to come into compliance with the Performance Measures. Subgrantee's Recovery Plan must include an implementation schedule that reflects achievement of its performance measure minimums within three months following the issue date of the SANDAG Notice to Complete a Recovery Plan. Subgrantee must submit its Recovery Plan to the SANDAG Project Manager within 30 calendar days following the issue date of the SANDAG Notice to Complete a Recovery Plan. If Subgrantee's performance is inconsistent with that proposed in its Recovery Plan, SANDAG in its sole discretion may terminate this Agreement.
3. Subgrantee must submit quarterly reports and invoices to SANDAG, detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget, schedule, and Performance Measure. Subgrantee will not be paid until all reports are completed and provided to SANDAG in the format SANDAG requires. Furthermore, the Subgrantee agrees to provide project milestone information (such as presentations to community groups, other agencies, and elected officials, groundbreakings, and ribbon-cuttings) to support media and communications efforts. Subgrantee needs to document and track in-kind contributions designated as matching funds as part of project management. Subgrantee must provide all deliverables identified in the Scope of Work.
4. Press materials shall be provided to SANDAG staff before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral based on logo usage guidelines to be provided by SANDAG. Subgrantee agrees to provide project milestone information to support media and communications efforts.
5. Subgrantees are responsible for the following photo documentation:
 - Existing conditions photos (as applicable), which should illustrate the current conditions of the project site and demonstrate the need for improved facilities
 - Project milestone photos (such as workshops, presentations to community groups, other agencies, and elected officials)
 - Photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and contain captions with project descriptions, dates, locations, and the names of those featured, if appropriate. Subgrantees must obtain consent of all persons

featured in photos (or that of a parent or guardian of persons under the age of 18) by using the SANDAG Photo and Testimonial Release form to be provided by SANDAG, or a similar release form developed by Subgrantee and agreed upon by SANDAG.

C. Record Retention

During the course of the Project and for three years thereafter from the date of transmission of the final invoice, the Subgrantee agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, contracts, and supporting materials relating to the Project, as SANDAG may require. All communications and information provided to SANDAG become the property of SANDAG and public records, as such, may be subject to public review. Please see SANDAG's Board Policy No. 015: Records Management Policy, which is available at www.sandag.org/legal, for information regarding the treatment of documents designated as confidential.

D. Meeting Records

Subgrantee shall provide SANDAG with agendas and meeting summaries for all community meetings. SANDAG staff may attend any meetings as appropriate.

E. Access to Records of Subgrantees and Subcontractors

The Subgrantee agrees to permit, and require its subcontractors to permit, SANDAG or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Subgrantee and its subcontractors pertaining to the Project.

X. PROJECT COMPLETION, AUDIT, SETTLEMENT, AND CLOSEOUT

A. Project Completion

Within 90 calendar days following Project completion or termination by SANDAG, the Subgrantee agrees to submit a final invoice of Project expenses and final reports, as applicable. All payments made to the Subgrantee shall be subject to review for compliance by SANDAG with the requirements of this Agreement and shall be subject to an audit upon completion of the Project.

B. Project Audit

The Subgrantee agrees to have financial, performance, and compliance audits performed as SANDAG may require. The Subgrantee agrees that Project closeout will not alter the Subgrantee's audit responsibilities. Audit costs are allowable Project costs.

C. Performance Audit

The Subgrantee agrees to cooperate with SANDAG with regard to any performance audit that is performed on the Project.

D. Project Closeout

Project closeout occurs when SANDAG notifies the Subgrantee that SANDAG has closed the Project, and, if applicable, either forwards the final grant funding payment and or acknowledges that the Subgrantee has remitted the proper refund. The Subgrantee agrees that Project closeout by SANDAG does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements set forth in a written notification from SANDAG.

XI. TIMELY PROGRESS AND RIGHT OF SANDAG TO TERMINATE

- A.** Subgrantee shall make diligent and timely progress toward completion of the Project within the timelines set forth in the Project Schedule, and consistent with Board Policy No. 035 and any policy amendments thereto.
- B.** In the event Subgrantee encounters or anticipates difficulty in meeting the Project Schedule, the Subgrantee shall immediately notify the SANDAG Project Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Subgrantee expects to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by SANDAG of a project delivery schedule or date, or any rights or remedies provided by this Agreement, including Board Policy No. 035 requirements.
- C.** Subgrantee agrees that SANDAG, at its sole discretion, may suspend or terminate all or any part of the grant funding if the Subgrantee fails to make reasonable progress on the Project and/or violates the terms of the Agreement or Board Policy No. 035, or if SANDAG determines that the purpose of the laws or policies authorizing the Project would not be adequately served by the continuation of grant funding for the Project.
- D.** In general, termination of grant funding for the Project will not invalidate obligations properly incurred by the Subgrantee before the termination date to the extent those obligations cannot be canceled. If, however, SANDAG determines that the Subgrantee has willfully misused grant funding by failing to make adequate progress, or failing to comply with the terms of the Agreement, SANDAG reserves the right to require the Subgrantee to refund to SANDAG the entire amount of grant funding provided for the Project or any lesser amount as SANDAG may determine.
- E.** Expiration of any Project time period established in the Project Schedule will not, by itself, automatically constitute an expiration or termination of the Agreement for the Project, however, Subgrantee must request and SANDAG may agree to amend the Agreement in writing if the Project Schedule will not be met. An amendment to the Project Schedule may be made at SANDAG's discretion if Subgrantee's request is consistent with the provisions of Board Policy No. 035 and the funding source supplying the grant funds to SANDAG.

XII. CIVIL RIGHTS

The Subgrantee agrees to comply with all applicable civil rights laws, regulations and policies and shall include the provisions of this section in each subagreement, lease, third-party contract or other legally binding document to perform work funded by this Agreement. Applicable civil rights laws, regulations and policies include, but are not limited to, the following:

A. Nondiscrimination

SANDAG implements its programs without regard to income level, disability, race, color, and national origin in compliance with the Americans with Disabilities Act and Title VI of the Civil Rights Act. Subgrantee shall prohibit discrimination on these grounds, notify the public of their rights under these laws, and utilize a process for addressing complaints of discrimination. Furthermore, Subgrantee shall make the procedures for filing a complaint available to members of the public and will keep a log of all such complaints. Subgrantee must notify SANDAG immediately if a complaint is lodged that relates to the Project or program funded by this grant. If Subgrantee receives a Title VI-related or ADA-related complaint, Subgrantee must notify SANDAG in writing within 72 hours of receiving the complaint so that SANDAG can determine whether it needs to carry out its own investigation.

B. Equal Employment Opportunity

During the performance of this Agreement, Subgrantee and all of its subcontractors, if any, shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, denial of pregnancy disability leave, veteran status, or sexual orientation. Subgrantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subgrantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by this reference and are made a part hereof as if set forth in full. Subgrantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

XIII. DISPUTES AND VENUE

A. Choice of Law

This Agreement shall be interpreted in accordance with the laws of the State of California.

B. Dispute Resolution Process

In the event Subgrantee has a dispute with SANDAG during the performance of this Agreement, Subgrantee shall continue to perform unless SANDAG informs Subgrantee in writing to cease performance. The dispute resolution process for disputes arising under this Agreement shall be as follows:

1. Subgrantee shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation, to SANDAG's Project Manager. The Project Manager and other appropriate SANDAG staff will review the documentation in a timely manner and reply to Subgrantee within 20 calendar days. Upon receipt of an adverse decision by SANDAG, Subgrantee may submit a request for reconsideration to SANDAG's Chief Executive Officer or designee. The request for reconsideration must be received within ten calendar days from the postmark date of SANDAG's reply. The Chief Executive Officer or designee will respond in writing to the request for reconsideration within ten working days.
2. If Subgrantee is dissatisfied with the results following exhaustion of the above dispute resolution procedures, Subgrantee shall make a written request to SANDAG for appeal to the SANDAG Regional Planning Committee. SANDAG shall respond to a request for mediation within 30 calendar days. The decision of the Regional Planning Committee shall be final.

C. Venue

If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

XIV. ASSIGNMENT

Subgrantee shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement.

XV. INDEMNIFICATION AND HOLD HARMLESS

A. Generally

With regard to any claim, protest, or litigation arising from or related to the Subgrantee's performance in connection with or incidental to the Project or this Agreement, Subgrantee agrees to defend, indemnify, protect, and hold SANDAG and its agents, officers, Board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wage claims against the Project, asserted or established liability for damages or injuries to any person or property, including injury to the Subgrantee's or its subcontractors' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Subgrantee and its subcontractors and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided, however, that the Subgrantee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its Board of Directors, agents, officers, or employees.

B. Intellectual Property

Upon request by SANDAG, the Subgrantee agrees to indemnify, save, and hold harmless SANDAG and its Board of Directors, officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subgrantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Subgrantee shall not be required to indemnify SANDAG for any such liability caused solely by the wrongful acts of SANDAG employees or agents.

XVI. INDEPENDENT CONTRACTOR

A. Status of Subgrantee

Subgrantee shall perform the services provided for within this Agreement as an independent contractor, and not as an employee of SANDAG. Subgrantee shall be under the control of SANDAG as to the result to be accomplished and not the means, and shall consult with SANDAG as provided for in the Scope of Work. The payments made to Subgrantee pursuant to this Agreement shall be the full and complete compensation to which Subgrantee is entitled. SANDAG shall not make any federal or state tax withholdings on behalf of Subgrantee. SANDAG shall not be required to pay any workers' compensation insurance on behalf of Subgrantee. Subgrantee agrees to indemnify SANDAG for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which SANDAG may be required to make on behalf of Subgrantee or any employee of Subgrantee for work done under this Agreement.

B. Actions on Behalf of SANDAG

Except as SANDAG may specify in writing, Subgrantee shall have no authority, express or implied, to act on behalf of SANDAG in any capacity whatsoever, as an agent or otherwise. Subgrantee shall have no authority, express or implied, to bind SANDAG or its members, agents, or employees, to any obligation whatsoever, unless expressly provided for in this Agreement.

XVII. SEVERABILITY AND INTEGRATION

If any provision of the Agreement is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable laws or regulations.

This Agreement with its attachments and the resolution from Subgrantee’s governing body submitted with its application, represents the entire understanding of SANDAG and Subgrantee as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing, signed by SANDAG and the Subgrantee.

XVIII. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

SAN DIEGO ASSOCIATION OF
GOVERNMENTS

CITY OF NATIONAL CITY

E-SIGNED by Susan Huntington
on 2022-04-26 17:09:00 GMT April 26, 2022

E-SIGNED by Brad Raulston
on 2022-04-19 19:03:32 GMT April 19, 2022

SUSAN HUNTINGTON **DATE**
Director of Financial Planning, Budgets,
and Grants

BRAD RAULSTON **DATE**
City Manager

ATTACHMENT A
SCOPE OF WORK, SCHEDULE, AND PROJECT BUDGET

Scope of Work, Schedule, and Budget Worksheet

Applicant Name: City of National City

Project Title: Together We Plan National City

Part I: Project Overview

Project Limit: \$1,602,226.97

Project Summary: The City of National City is embarking on an initiative which is named Together We Plan, which includes a Focused General Plan Update (FGPU) and a Climate Action Plan (CAP) Update that will include a new opt-in floor area ratio-based (FAR) residential density bonus program called House National City. The General Plan serves as the guiding document for achieving the community's vision for the Future. The General Plan was last updated in 2011. Since then, new state legislation and other regional and local changes have occurred. The Focused General Plan Update will allow residents and businesses to shape future residential and business growth within the City.

The General Plan Update builds upon the prior planning projects, including the 24th Street TODO. The City Council approved the 24th Street TODO in June 2021. To inform the community of the TODO process, four (4) public events, two (2) surveys, and multiple stakeholder interviews were conducted (link to 24th Street TODO Public Outreach Plan). The outreach process for the General Plan Update seeks to meaningfully complement and build from those efforts.

The elements of the General Plan that are being updated are Land Use and Community Character, Circulation (Transportation), Safety, and Housing. In addition, the City's Climate Action Plan (CAP) is included in the update, as well. Climate Action Plans are comprehensive roadmaps that outline the agency's specific activities to reduce greenhouse gas emissions (GHGs). The integration of land use, transportation, and housing is important in the strategy of GHG reduction, which is why the City is taking a holistic approach in updating these elements in conjunction with updating the Climate Action Plan and proposing a new density bonus program to incentivize the construction of new housing to revitalize and enhance National City for its residents.

House National City is proposed as an opt-in program for developers to use a different way to calculate the number of homes proposed on a parcel. Rather than putting a limit on the homes based on what is called "dwelling units per acre," it uses the site and unit square footage as well as the allowable height of a lot to determine the number of homes that can be built. This metric is called Floor Area Ratio (FAR).

The intent of this new program is focused on development within areas served by high-frequency transit, which means that the bus or trolley stop at a location at least every 15 minutes that provides housing for very low-income and low-income households and additional community benefits outside of the Downtown Specific Plan (DTSP). Because the DTSP already has higher adopted FAR allowances, it is important to diversify this proposed program to other underinvested parcels that may need additional density and intensity to spur future growth and development. As such, this program is intended to materially assist in providing adequate housing for all economic segments of the community; to provide a balance of housing opportunities within the City of National City with an emphasis on housing near transit and community benefits that assist in uplifting the quality of life for residents and reducing the impacts of gentrification and tenant displacement. The following mixed-use and multi-family base zones would be included: MCR-1; MCR-2; MXC-1; MXC-2; MXD-1; MXD-2; RM-1; RM-2; RM-3. No single-family zones are proposed to be included in this opt-in program. The mixed-use overlay zones and the housing overlay zones would also be included.

Scope of Work, Schedule, and Budget Worksheet

Applicant Name: City of National City

Project Title: Together We Plan National City

Part II: Scope of Work, Schedule, and Budget

Propose tasks, deliverables, a timeframe, and a budget for implementing the project. The project schedule must be based on "Months from Notice to Proceed" (NTP). The Total Project Cost column will auto-calculate.

Task No.	Task Description	Deliverables	Start Date	Completion Date	Total Project Cost
<i>Enter Task or Subtask Number (tailor as needed)</i>	<i>Enter task descriptions. Limit sub-tasks to major milestones.</i>	<i>Enter deliverables associated with each task.</i>	<i>Enter start date as number of months from NTP. Enter whole numbers.</i>	<i>Enter end date as number of months from NTP. Enter whole numbers.</i>	<i>Enter cost to complete each task. Sub-tasks should not have an associated cost. The total cost of all tasks should equal the total project cost (grant funds requested + matching funds).</i>
A	Focused General Plan Update General Tasks	Bi-weekly WSP/City Meetings: Assumes 13 months of meetings, twice a month. This equates to 134 hours. Bi-weekly Internal Meetings: Assumes 13 months of meetings, twice a month. This equates to 142 hours. Project Management: Additional meetings, coordination, schedule refinement, and project management. Assumes 101 hours. Gates Planning Strategies (GPS) Meetings: will participate in bi-weekly meetings with city staff and internal meetings to provide feedback and direction when requested. This equates to approximately 20 hours.	1 month	13 months	\$ 131,322.13
B	Community Engagement	FGPU Fact Sheet, Community Workshop, City Council and City Attorney briefings, and Stakeholder meetings.	1 month	13 months	\$ 119,515.23
C	Land Use Element	Land Use Recommendations, FAR Density Bonus Opt-In Regulations, Land Use Document, and Development of Housing National City Regulations	1 month	13 months	\$ 275,857.70
D	Mobility Element	Updates to Network Options Development and Transportation Element Map Updates	1 month	13 months	\$ 88,684.03
E	Housing Element Update	Administrative Draft Housing Element, Public Review Draft Housing Element, HCD Review Draft Housing Element, Final Draft Housing Element, and Adopted Housing Element	Complete	Complete	\$ 137,008.41
F	Safety Element	Updated safety element, and completeness checklist provided in the State General Plan Guidelines to ensure that National City's Safety Element addresses all the required Elements.	1 Month	13 Months	\$ 24,908.50
G	Environmental Document	SEIR, Technical Studies (Air Quality/GHG; Noise and Vibration), Air Quality/GHG Emissions, Noise and Vibrations, Traffic Impact Analysis, Future Year Scenario Land Use Updates, Future Year Network Updates, Modeling,	1 Month	13 Months	\$ 345,920.61
H	Climate Action Plan (CAP) Update	Additional rounds of modeling, public and stakeholder outreach and revisions to the administrative draft CAP	1 Month	13 Months	\$ 49,198.84
I	Reimbursables	Printing, Traffic ODCs, Spanish Translator, Veronica Tam and Associates, ICLEI - Climate Action Plan, Mileage	1 Month	13 Months	\$ 26,490.00
J	Housing Strategic Plan	Resource Inventory, Best Practice Research, Strategy Sessions, Draft and Final Strategic Plan, Project Management and Coordination,	1 Month	13 Months	\$ 47,814.05

Scope of Work, Schedule, and Budget Worksheet

Applicant Name: City of National City

Project Title: Together We Plan National City

K	SB 2	Downtown Specific Plan, Westside Specific Plan, Objective Design Standards, and Zoning Code Updates	1 Month	13 Months	\$	255,604.38
L	Development of Parking	Draft Parking Master Plan, Public review of Draft, Administrative Draft, Final Draft and adopt the Parking Master Plan.	1 Month	13 Months	\$	49,906.00
M	Bicycle Master Plan	Draft Bicycle Master Plan, Public review of Draft, Administrative Draft, Final Draft and adopt the Bicycle Master Plan	1 Month	13 Months	\$	49,997.09
TOTAL PROJECT COST (grant request funds + matching funds):					\$	1,602,226.97

Seasonal Constraints

As applicable, identify any seasonal constraints that may require the overall project, or specific tasks, to begin or be completed by a specific date:

The City is planning to complete this project by January 2023, however given the challenges with COVID-19 and related contingencies, we project having the project completed no later than April 2023.

Part III: Summary of Funding

Total project cost:	\$1,602,226.97
Total grant amount requested from SANDAG:	\$ 500,000.00
Total match amount that will be contributed:	\$ 1,102,226.97
SANDAG grant % contribution:	0.312065649
Match % contribution:	0.687934351
Will the matching fund sources include funds from the <i>Transnet</i> Local Street and Road program?	No

ATTACHMENT B
PASS-THROUGH PROVISIONS FROM REAP AGREEMENT

The following pages are labeled as REAP Terms and Conditions and are a copy of Exhibit D to SANDAG's Agreement with HCD (HCD Agreement). The HCD Agreement requires compliance with the Local Government Planning Support Grant Program (Health & Safety Code §50515.2 et seq.) The REAP Terms and Conditions refer to SANDAG as Grantee. Section 8b of the document requires that if SANDAG enters into any contracts with subrecipients such as Subgrantee as a result of the HCD Agreement, such contract must contain all the provisions in the HCD Agreement.

San Diego Association of Governments
 19-REAP-13914
 Page 1 of 9
 (Rev. 5/28/2020)

EXHIBIT D

REAP TERMS AND CONDITIONS

1. Reporting

- A. During the term of the Standard Agreement the Grantee shall submit, upon request of the Department, a performance report that demonstrates satisfaction of all requirements identified in this Standard Agreement.
- B. The Grantee will be subject to amendments to this section as a result of subsequent applications and awards.

2. Accounting Records

- A. The Grantee, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- B. The Grantee shall establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the scope of work, project timeline and budget. Separate bank accounts are not required.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that the State or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Standard Agreement.
- E. Subcontractors employed by the Grantee and paid with moneys under the terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above.

3. Audits

- A. At any time during the term of the Standard Agreement, the Department may
 Regional Early Action Planning Grants (REAP)
 NOFA Date: October 10, 2019
 Approved Date: March 30, 2020
 Prep. Date: (March 31, 2020)

San Diego Association of Governments
 19-REAP-13914
 Page 2 of 9
 (Rev. 5/28/2020)

EXHIBIT D

perform or cause to be performed a financial audit of any and all phases of the award. At the Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during and over the project life.

- 1) The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
 - 2) The Grantee agrees to provide the Department or the Department's designee, with any relevant information requested.
 - 3) The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, Program guidelines, and this Agreement.
- B. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in Exhibit D, Section 8 subsection A. of this Standard Agreement.
- 1) The Grantee shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
 - 2) The Grantee is responsible for the completion of audits and all costs of preparing audits.
 - 3) If there are audit findings, the Grantee shall submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.
- C. The Grantee agrees to maintain such records for possible audit after final payment pursuant to Exhibit D, Section 3, subsection E. below, unless a longer period of records retention is stipulated.

Regional Early Action Planning Grants (REAP)
 NOFA Date: October 10, 2019
 Approved Date: March 30, 2020
 Prep. Date: (March 31, 2020)

San Diego Association of Governments
 19-REAP-13914
 Page 3 of 9
 (Rev. 5/28/2020)

EXHIBIT D

- 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee, contractors and sub-contractors until completion of the action and resolution of all issues which arise from it. The Grantee shall include in any contract that it enters into in an amount exceeding \$10,000.00, the Department's right to audit the contractor's records and interview their employees.
 - 2) The Grantee shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Contracts Code section 10115.10.
- D. The determination by the Department of the eligibility of any expenditure shall be final.
- E. The Grantee shall retain all books and records relevant to this Agreement for a minimum of (3) three years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

4. Remedies of Non-performance

- A. Any dispute concerning a question of fact arising under this Standard Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute, not subject to appeal.
- B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Standard Agreement.
- C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Standard Agreement.

Regional Early Action Planning Grants (REAP)
 NOFA Date: October 10, 2019
 Approved Date: March 30, 2020
 Prep. Date: (March 31, 2020)

San Diego Association of Governments
 19-REAP-13914
 Page 4 of 9
 (Rev. 5/28/2020)

EXHIBIT D

- D. Both the Grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the Grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee shall submit any requested documents to the Department within 30 days of the early termination notice.
- E. A strong implementation component for the funded activity through this Program is required, including, where appropriate, agreement by Grantee and its subcontractors to formally adopt or complete a planning or other activity consistent with the NOFA. The Grantee must carry out provisions to ensure the adoption or completion of activities in accordance with the NOFA, including activities subcontracted to localities. Grantee may be subject to repayment of the grant should the Grantee or any of its subcontractors under this agreement fail to adopt or complete activities set forth in its application, this Agreement or any amendments to this Agreement.
- F. The following shall each constitute a breach of this Agreement:
- 1) Grantee's failure to comply with any term or condition of this Agreement.
 - 2) Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not specified and approved under this Agreement.
 - 3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager in writing.
- G. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise a variety of remedies, including but not limited to:
- 1) Revoke existing REAP award(s) to the Grantee;
 - 2) Require the return of unexpended REAP funds disbursed under this Agreement;
 - 3) Require repayment of REAP Funds disbursed and expended under this agreement;
 - 4) Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance

Regional Early Action Planning Grants (REAP)

NOFA Date: October 10, 2019

Approved Date: March 30, 2020

Prep. Date: (March 31, 2020)

San Diego Association of Governments
 19-REAP-13914
 Page 5 of 9
 (Rev. 5/28/2020)

EXHIBIT D

with the REAP Program requirements; and

- 5) Other remedies available at law, by and through this agreement. All remedies available to the Department are cumulative and not exclusive.
- 6) The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

H. The Grantee may be subject to amendment of this section as a result of subsequent applications and awards.

5. Indemnification

Neither the Department nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Standard Agreement. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents contractors, sub-recipients, or subcontractors under this Standard Agreement.

6. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

7. Relationship of Parties

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

8. Third-Party Contracts

Regional Early Action Planning Grants (REAP)
 NOFA Date: October 10, 2019
 Approved Date: March 30, 2020
 Prep. Date: (March 31, 2020)

San Diego Association of Governments
 19-REAP-13914
 Page 6 of 9
 (Rev. 5/28/2020)

EXHIBIT D

- A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
 - B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement and shall be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors shall be submitted to the Department's program manager.
 - C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for monitoring and enforcement of those agreements and all work performed thereunder.
- 9. Compliance with State and Federal Laws, Rules, Guidelines and Regulations**
- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
 - B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.
 - C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements that each of them in turn include the nondiscrimination and compliance provisions of this

Regional Early Action Planning Grants (REAP)
 NOFA Date: October 10, 2019
 Approved Date: March 30, 2020
 Prep. Date: (March 31, 2020)

San Diego Association of Governments
 19-REAP-13914
 Page 7 of 9
 (Rev. 5/28/2020)

EXHIBIT D

clause in all contracts and subcontracts they enter into to perform work under REAP.

- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of 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.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the REAP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

10. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action consistent with the terms of this Agreement and the interests of the Department.

11. Changes in Terms/Amendments

- A. The Grantee may be subject to amendments to this section as a result of subsequent applications and awards.
- B. This Agreement may only be amended or modified by mutual written agreement of both parties.

12. State-Owned Data

- A. Definitions

Regional Early Action Planning Grants (REAP)
 NOFA Date: October 10, 2019
 Approved Date: March 30, 2020
 Prep. Date: (March 31, 2020)

San Diego Association of Governments
 19-REAP-13914
 Page 8 of 9
 (Rev. 5/28/2020)

EXHIBIT D

1) **Work:**

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2) **Work Product:**

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and Deliverables conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

3) **Inventions:**

Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Grantee or jointly with the Grantee's contractor, subcontractor and/or sub-recipient and/or Grantee's contractor, subcontractor, and/or sub-recipient's employees with one or more employees of the Department during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

B. Ownership of Work Product and Rights

1) All Work Products derived by the Work performed by the Grantee, its employees or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement, shall be owned jointly by the Department, Grantee, and any of Grantee's sub-recipients ("joint owners"), and shall be considered to be works made for hire by the Grantee and the Grantee's contractor, subcontractor and/or subrecipient for the Department for the benefit of the joint owners. The joint owners shall jointly own all copyrights in the work product.

2) Grantee, its employees and all of Grantee's contractor's, subcontractor's and sub-recipient's employees agree to perpetually assign, and upon

Regional Early Action Planning Grants (REAP)

NOFA Date: October 10, 2019

Approved Date: March 30, 2020

Prep. Date: (March 31, 2020)

San Diego Association of Governments
 19-REAP-13914
 Page 9 of 9
 (Rev. 5/28/2020)

EXHIBIT D

creation of each Work Product automatically assign, to the joint owners, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Grantee's contractor, subcontractor and/or subrecipient from the Department. From time to time upon a joint owner's request, the Grantee's contractor, subcontractor and/or subrecipients, and/or its employees, shall confirm such assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as the Department may request. Grantee hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.

3) Grantee, its employees and all Grantee's contractors, subcontractors and sub-recipients hereby agree to assign to the Department joint ownership of all Inventions. The Grantee, its employees and Grantee's contractor, subcontractor and /or subrecipient shall promptly make a complete written disclosure to the Department of each Invention not otherwise clearly disclosed to the Department in the pertinent Work Product, specifically noting features or concepts that the Grantee, its employees and/or Grantee's contractor, subcontractor and/or subrecipient believes to be new or different.

4) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement shall automatically vest in the joint owners and no further agreement will be necessary to transfer ownership to the joint owners.

13. **Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

Regional Early Action Planning Grants (REAP)
 NOFA Date: October 10, 2019
 Approved Date: March 30, 2020
 Prep. Date: (March 31, 2020)

ATTACHMENT C

PERFORMANCE MEASURES

Instructions

[In 2020, the San Diego region permitted 10,883 units of housing.](#) In order to meet the housing goals of the 6th cycle of Regional Housing Needs Assessment (RHNA), the region must produce significantly more housing. The following form is to be used for satisfying the quarterly reporting requirements and performance measures of the Housing Acceleration Program (HAP) funded by the Regional Early Action Planning (REAP) Grant from the California Department of Housing and Community Development (HCD). Pursuant to the terms of the Grant Agreement, Subgrantee will be required to provide quarterly reports and a more detailed Final Progress Report at the end of the grant term. The quarterly report utilizing this form must be submitted to SANDAG within 30 days following receipt of funds and thereafter each quarter until the expiration of the grant. A Subgrantee will not be eligible for reimbursement from SANDAG unless it has submitted its reports by the timelines required by SANDAG.

Performance Period	Quarterly Report Due Date
January-March 2022	April 30, 2022
April-June 2022	July 30, 2022
July-September 2022	October 31, 2022
October-December 2022	January 31, 2023
January-March 2023	April 30, 2023
April-June 2023	July 30, 2023

Unless SANDAG directs otherwise, Subgrantee must submit its quarterly report to SANDAG using a Microsoft Form that will be sent to Subgrantee each quarter. This document will show the information that will be required in the quarterly reports from each Subgrantee and will be followed by the list of performance measures that will be used for the Final Progress Report. Due to funding availability and time constraints for the Subgrantee, Cycle 1 HAP grants are focused on planning activities that will accelerate housing development rather than production of new housing infrastructure, however, the performance measure information in the Final Progress Report will serve as a baseline for future HAP grant cycles, assist SANDAG in identifying best practices, and support alignment with the 2021 Regional Plan and other SANDAG grant programs.

Overview

Provide an overview of the project, including challenges, limiting factors, opportunities and solutions unique to the jurisdiction. The section should also discuss the overall approach, goals and high-level summary of the status of the project.

Project Highlights, Accomplishments and Best Practices

Provide highlights regarding the overall project from the last quarter and any accomplishments resulting from the efforts in implementing the project. This section also may list and explain some of the best practices occurring through the project. This section can highlight the Subgrantee's efforts and can include a wide-ranging variety of efforts that facilitate housing impacts such as engaging stakeholders, building support for housing, major progress in accelerating housing processes, updates on use of consultants, contractors, or new staff to implement the project, and technical assistance outcomes.

Status of Activities

Provide a description of each of the major activities in the Subgrantee's project. Based on the description of the activities Subgrantee committed to perform in its Grant Agreement, Subgrantee will provide status reports describing progress on milestones and deliverables completed.

- Column 1 of the status table is entitled Activity Category. This column will be completed with the relevant activity category (i.e., relationship to regional transit, further planning to support regional mobility hub implementation strategy, prohousing policy implementation, housing equity, partnerships (if applicable), and sustainability).
- Column 2 will include a brief description of the milestone or deliverable completed.
- Columns 3 and 4 will report the amount of money allocated to each activity and how much has been expended per activity as of the end of the quarter.
- Column 5 will describe the overall timing of the project with beginning and anticipated completion dates.
- Column 6 will include a general status (i.e., not yet started, in progress, complete) and anticipated upcoming milestones.
- Column 7 will qualitatively and quantitatively, where possible, describe the impact on housing as a result of the activity. Qualitative data should be based on the performance measure metrics that Subgrantee will be required to report on at the end of grant term in the Final Progress Report.

Summary of Work Completed in Prior Quarter

1	2	3	4	5	6	7
Activity Category	Description of Milestone or Deliverable Completed	Dollar Amount Allocated to Activity	Dollar Amount Expended Thus Far	Anticipated Completion Date	Status	Description of How Milestone or Deliverable Achieves Progress on a Performance Measure

Summary of Housing Production Indicators

Provide a narrative overview of housing production indicators and a summary of building permits, certificates of occupancy, or other completed entitlements issued by the jurisdiction, as applicable. SANDAG recognizes HAP funds may not begin to impact housing production completed in 2020, but that years' numbers may be used as a baseline or context for indicating housing production at a jurisdictional scale. Baseline year will be the 2021 calendar year and current year will be 2022 for purposes of the Final Progress Report. Subgrantee may add any anticipated changes and limiting or confounding factors potentially impacting the effectiveness of the activities. Additionally, Subgrantee may discuss other indicators of housing production and numerical outcomes that are based on the performance measure metrics that Subgrantee will be required to report on at the end of grant term in the Final Progress Report.

Indicators of Housing Production in Prior Quarter

Provide documentation of the anticipated increase in housing production (for example, the anticipated increase in the number of building permits processed due to staff augmentation funded by the grant), as well as the actual increase in housing production. In order to maintain grant funding, Subgrantee must, at a minimum, achieve 80% of its stated housing production goals within the grant project term.

Housing Production Indicator	Baseline Year (2022)	Current Year	Cumulative Change	Notes
Housing Building Permits Issued in Prior Quarter				
Certificates of Occupancy Issued for Housing in Prior Quarter				
Completed Entitlements in Prior Quarter				
Other				
Other				
Other				

Performance Measures Metrics to Be Provided in Final Progress Report

Below are examples that could be used, depending on the type of project funded through the HAP.

- Number of housing units produced during the grant term (total, type, affordable, and per acre)
- Number of housing units produced during the grant term that are affordable to lower income households
- Amount of time to approve housing permits at the end of the grant term.
- Amounts charged by Subgrantee to developers per unit of housing at the end of the grant term
- Number of improvements to the mix of land use types (multifamily, single-family, and non-residential) in jurisdiction
- Number of acres Subgrantee avoided converting from agricultural, natural, or working lands to land eligible for development
- Number of new or enhanced active transportation capital and infrastructure projects completed during the grant term
- Number of projects providing new or enhanced connectivity to the non-automotive transportation network during the grant term
- Number of improved neighborhood projects with safety features to promote active mobility completed during the grant term
- Number of new linkages to transit and/or pedestrian and bicycle infrastructure created during the grant term
- Number of new infrastructure services created in areas of concentrated poverty or similar areas during the grant term
- Number of new housing units created during the grant term in mobility hub areas identified in the 2021 Regional Plan
- Number of individual persons reached by Subgrantee using direct engagement with community stakeholders concerning the topics of affordable housing or sustainable development during the grant term

- Number of existing housing units available and affordable within jurisdiction
- Number of affordable housing units available for ownership or rent
- Number of housing units located on an infill site surrounded by urban uses such as shopping, restaurants, and jobs available to rent or own
- Number of housing units produced during the grant term (total, type, affordable, and per acre)
- Number of housing units produced during the grant term that are affordable to lower income households

Additional Information

Provide any applicable additional information as necessary to demonstrate the status and impacts of the overall project.

RESOLUTION NO. 2022 -

RESOLUTION OF CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, RATIFYING THE SUBMISSION OF AN APPLICATION TO SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) AND RATIFYING AN AGREEMENT WITH SANDAG AND ESTABLISHING FUND APPROPRIATIONS AND A CORRESPONDING REVENUE BUDGET FOR THE HOUSING ACCELERATION GRANT PROGRAM (HAP) FUNDS IN THE AMOUNT OF \$205,523 FOR FOCUSED GENERAL PLAN UPDATE (FGPU) AND A CLIMATE ACTION PLAN (CAP) UPDATE

WHEREAS, in January 2022 the City of National City ("City") submitted an application to San Diego Association of Governments ("SANDAG") for Housing Acceleration Grant Program ("HAP") funds; and

WHEREAS, in March 2022, SANDAG notified the City of the HAP grant award in the amount of \$205,523 and in April 2022 an Agreement was provided by SANDAG to the City; and

WHEREAS, the funding Agreement will allocate the Regional Early Action Planning grant program ("REAP") funding SANDAG received, etc.; and

WHEREAS, REAP was granted from HCD, which has statutory requirements and an expenditure deadline of June 30, 2023; therefore, the SANDAG funding commitment to the City is subject to those statutory requirements and deadline; and

WHEREAS, the City shall not exceed \$205,523 (fund limit) and will only be reimbursed for allowable costs; and

WHEREAS, the appropriation will be used to fund the Focused General Plan Update ("FGPU"), which will include the Climate Action Plan ("CAP") Update that will have a new opt-in floor area ratio-based ("FAR") residential density bonus program called House National City; and

WHEREAS, the Focused General Plan process began in October 2021, and the scope of work is to be completed in January 2023; and

WHEREAS, City staff recommends adopting the Resolution approving the agreement with SANDAG and appropriate grant funds in Fiscal Year 2022 that will carry over until the funded scope is complete.

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

Section 1: Authorizes ratifying the submission of an application to San Diego Association of Governments ("SANDAG") and ratifying an agreement with SANDAG.

Section 2: Authorizes the Housing Acceleration Grant Program (“HAP”) funds in the amount of \$205,523 for Focused General Plan Update (“FGPU”) and a Climate Action Plan (“CAP”) Update.

Section 3: Authorizes establishing fund appropriations and a corresponding revenue budget for the Housing Acceleration Grant Program (“HAP”) funds in the amount of \$205,523 for Focused General Plan Update (“FGPU”) and a Climate Action Plan (“CAP”) Update.

Section 4. 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 17th day of May, 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\) approving the following project proposed to receive funding from the Road Maintenance and Rehabilitation Account \(RMRA\) through the Local Streets and Roads Funding Program as required by Senate Bill 1, the Road Repair and Accountability Act of 2017 – 8th Street and Roosevelt Avenue Active Transportation Corridor and 2023 Pavement Rehabilitation \(Locations per the Citywide Pavement Condition Assessment\) projects; and 2\) authorizing the establishment of a Gas Tax Fund appropriation of \\$1,430,342 for Fiscal Year 2023 and corresponding revenue budget for receipt of RMRA funds. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: | May 17, 2022 |

AGENDA ITEM NO. |

ITEM TITLE:

|Resolution of the City Council of the City of National City, 1) approving the following project proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA) through the Local Streets and Roads Funding Program as required by Senate Bill 1, the Road Repair and Accountability Act of 2017 – 8th Street and Roosevelt Avenue Active Transportation Corridor and 2023 Pavement Rehabilitation (Locations per the Citywide Pavement Condition Assessment) projects; and 2) authorizing the establishment of a Gas Tax Fund appropriation of \$1,430,342 for Fiscal Year 2023 and corresponding revenue budget for receipt of RMRA funds. |

PREPARED BY: Luca Zappiello, Assistant Engineer - Civil

DEPARTMENT: | Engineering/Public Works |

PHONE: | 619-336-4360 |

APPROVED BY: 

EXPLANATION:

|See attached. |

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO. |

APPROVED: _____ MIS

|Revenue Account: 109-00000-3416 (Gas Tax, SHC Sec 2030 RMRA) - \$1,430,342
|Expenditure Account: 109-409-500-498-6035 (Street Resurfacing) - \$1,430,342 |

ENVIRONMENTAL REVIEW:

A Categorical Exemption will be filed prior to starting construction.

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

|Adopt Resolution approving a list of projects proposed to receive funding from the RMRA; and establishing budget appropriations and corresponding revenue budget. |

BOARD / COMMISSION RECOMMENDATION:

|N/A |

ATTACHMENTS:

1. |Explanation w/ attachments
2. Resolution

Explanation

On April 28, 2017, Governor Brown signed State Senate Bill (SB) 1 (Beall, Chapter 5, Statutes of 2017), which is known as the Road Repair and Accountability Act of 2017. To address basic road maintenance, rehabilitation and critical safety needs on both the state highway and local streets and road system, SB 1: increases per gallon fuel excise taxes; increases diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years.

On November 1, 2017, the State Controller (Controller) began the process of depositing various portions of this new funding into the newly created Road Maintenance and Rehabilitation Account (RMRA). A percentage of this new RMRA funding is apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code (SHC) Section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system. The State Department of Finance has published revised revenue projections for cities and counties. National City is eligible to receive up to \$1,430,342 in RMRA funds for FY 2023 (see attached revenue projections).

SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. Therefore, in order to be eligible for RMRA funding, statute requires cities and counties to provide basic annual RMRA project reporting to the California Transportation Commission (Commission).

SHC Section 2032.5(a) articulates the general intent of the legislation that recipients of RMRA funding be held accountable for the efficient investment of public funds to maintain local streets and roads and are accountable to the people through performance goals that are tracked and reported.

Pursuant to SHC Section 2030(a), the objective of the Local Streets and Roads Program is to address deferred maintenance on the local streets and roads system through the prioritization and delivery of basic road maintenance and rehabilitation projects as well as critical safety projects.

Cities and counties receiving RMRA funds must comply with all relevant federal and state laws, regulations, policies, and procedures. The main requirements for the program are codified in SHC Sections 2034, 2036, 2037, and 2038 and include the following:

- Prior to receiving an apportionment of RMRA funds from the Controller in a fiscal year, a city or county must submit to the Commission a list of projects proposed to be funded with these funds. All projects proposed to receive funding must be included in a city or county budget that is adopted by the applicable city council or county board of supervisors at a regular public meeting [SHC 2034(a)(1)].
- The list of projects must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement [SHC 2034(a)(1)].
- The project list does not limit the flexibility of an eligible city or county to fund projects in accordance with local needs and priorities so long as the projects are consistent with RMRA priorities as outlined in SHC 2030(b) [SHC 2034(a)(1)].
- The Commission will report to the Controller the cities and counties that have submitted a list of projects as described in SHC 2034(a)(1) and that are therefore

eligible to receive an apportionment of RMRA funds for the applicable fiscal year [SHC 2034(a)(2)].

- The Controller, upon receipt of the report from the Commission, shall apportion RMRA funds to eligible cities and counties pursuant to SHC 2032(h) [SHC 2034(a)(2)].
- For each fiscal year in which RMRA funds are received and expended, cities and counties must submit documentation to the Commission that includes a description and location of each completed project, the amount of funds expended on the project, the completion date, and the estimated useful life of the improvement [SHC 2034(b)].
- A city or county receiving an apportionment of RMRA funds is required to sustain a maintenance of effort (MOE) by spending at least the annual average of its general fund expenditures during the 2009–10, 2010–11, and 2011–12 fiscal years for street, road, and highway purposes from the city's or county's general fund [SHC 2036].
- A city or county may spend its apportionment of RMRA funds on transportation priorities other than priorities outlined in SHC 2030(b) if the city or county's average Pavement Condition Index (PCI) meets or exceeds 80 [SHC 2037].
- By July 1, 2023, cities and counties receiving RMRA funds must follow guidelines developed by the California Workforce Development Board (Board) that address participation and investment in, or partnership with, new or existing pre-apprenticeship training programs [SHC 2038].

In order to comply with the requirements for receipt and use of RMRA funds, staff recommends the following City Council actions:

- 1) Approve the following project proposed to receive funding from the RMRA, as required by SB 1:
 - i. 8th Street and Roosevelt Avenue Active Transportation Corridor – The 8th and Roosevelt project will provide a connection between transit stations, the Navy Base, and multiple businesses and housing in the City of National City. It will construct approximately one mile (2 miles counting both sides) of a 14' wide multi-use path on: 8th street between Harbor Drive and Roosevelt Avenue, Roosevelt Avenue between 8th Street and Division St/Main St, and Main Street from Roosevelt Avenue to Yama Street. The project will also include various intersection adjustments for safety improvements along the corridor.
 - ii. 2023 Pavement Rehabilitation - Locations per the Citywide Pavement Condition Assessment – provide pavement rehabilitation on National City Boulevard from 16th Street to 33rd Street, E. Plaza Boulevard from D Avenue to N Avenue, E. 16th Street between D Avenue and Highland Avenue and Mann Avenue from Beta Street to Alpha Street, 4th Street between Highland Avenue to easterly city boundary, L Avenue between 16th Street to 30th Street, Olive Avenue between 8th Street to Plaza Boulevard, I Avenue between 18th Street to 23rd Street, 24th Street between National City Boulevard to the 1500 block of 24th Street.
- 2) Authorize the establishment of a Gas Tax Fund appropriation of \$1,430,342 for Fiscal Year 2023 and corresponding revenue budget for receipt of RMRA funds.

Local Streets and Roads - Projected Revenues

Estimated January 2022

	2021-2022			2022-2023		
	TCRF Loan Repayment	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
SAN DIEGO COUNTY						
CARLSBAD	3,031,319	2,392,314	5,423,633	3,377,748	2,632,806	6,010,555
CHULA VISTA	7,182,536	5,684,525	12,867,060	8,005,708	6,255,972	14,261,680
CORONADO	654,807	511,537	1,166,344	728,882	562,960	1,291,842
DEL MAR	117,005	88,194	205,199	129,777	97,060	226,836
EL CAJON	2,711,179	2,138,420	4,849,600	3,020,842	2,353,389	5,374,231
ENCINITAS	1,639,091	1,290,161	2,929,252	1,825,918	1,419,857	3,245,775
ESCONDIDO	3,976,408	3,141,837	7,118,246	4,431,376	3,457,677	7,889,052
IMPERIAL BEACH	736,169	575,269	1,311,438	819,473	633,099	1,452,572
LA MESA	1,568,288	1,234,009	2,802,297	1,746,984	1,358,060	3,105,044
LEMON GROVE	698,848	545,671	1,244,518	777,866	600,525	1,378,391
NATIONAL CITY	1,651,104	1,299,689	2,950,793	1,839,311	1,430,342	3,269,654
OCEANSIDE	4,631,053	3,661,017	8,292,070	5,161,202	4,029,048	9,190,250
POWAY	1,288,853	1,013,587	2,302,440	1,435,630	1,115,480	2,551,109
SAN DIEGO	36,876,524	29,226,040	66,102,563	41,108,726	32,164,043	73,272,768
SAN MARCOS	2,527,402	1,994,655	4,522,057	2,816,247	2,195,172	5,011,418
SANTEE	1,495,735	1,176,470	2,672,205	1,666,099	1,294,737	2,960,836
SOLANA BEACH	368,917	286,392	655,309	410,389	315,182	725,571
VISTA	2,711,832	2,138,938	4,850,770	3,021,570	2,353,959	5,375,529

20 January 2022

CaliforniaCityFinance.com

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) APPROVING THE FOLLOWING PROPOSED PROJECTS FOR THE FISCAL YEAR 2023 TO RECEIVE FUNDING FROM THE ROAD MAINTENANCE AND REHABILITATION ACCOUNT (“RMRA”) THROUGH THE LOCAL STREETS AND ROADS FUNDING PROGRAM AS REQUIRED BY SENATE BILL 1, THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017: (A) 8TH STREET AND ROOSEVELT AVENUE ACTIVE TRANSPORTATION CORRIDOR PROJECT AND (B) 2023 PAVEMENT REHABILITATION PROJECT; AND 2) AUTHORIZING THE ESTABLISHMENT OF A GAS TAX FUND APPROPRIATION OF \$1,430,342 FOR THE FISCAL YEAR 2023 AND CORRESPONDING REVENUE BUDGET FOR RECEIPT OF RMRA FUNDS

WHEREAS, Senate Bill 1 (“SB 1”), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017), was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of National City (“City”) are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (“RMRA”), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated \$1,430,342 in RMRA funding in Fiscal Year 2023 from SB 1; and

WHEREAS, this is the 6th year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City prioritizes projects based on health and safety benefits, input from the community, project costs, schedule, available funding, and consistency with long-range planning documents and policies; and

WHEREAS, the list of projects proposed to receive funding from the RMRA was developed based on this criteria to ensure revenues are being used on high-priority and cost-effective projects that meet the community’s priorities for transportation investment; and

WHEREAS, revenues received from the RMRA will significantly assist the City in increasing the overall quality and sustainability of our transportation system for the benefit of the public; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate miles of streets throughout the City this year and several similar projects in the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "at-risk" condition, and this revenue will help us increase the overall quality of our road system and, over the next decade, will bring our streets and roads into a "good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure, focusing on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials, and practices, will have significant positive co-benefits statewide.

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

Section 1. The foregoing recitals are true and correct.

Section 2. Approves and affirms that the following list of newly proposed projects will be funded in part or solely with the Fiscal Year 2023 Road Maintenance and Rehabilitation Account ("RMRA") revenues:

- A. **8th Street and Roosevelt Avenue Active Transportation Corridor** – provide a connection between transit stations, the Navy Base, and multiple businesses and housing in the City of National City. It will construct approximately one mile (2 miles counting both sides) of a 14' wide multi-use path on: 8th street between Harbor Drive and Roosevelt Avenue, Roosevelt Avenue between 8th Street and Division St/Main St, and Main Street from Roosevelt Avenue to Yama Street. The project will also include various intersection adjustments for safety improvements along the corridor.
- B. **2023 Pavement Rehabilitation - Locations per the Citywide Pavement Condition Assessment** – provide pavement rehabilitation on National City Boulevard from 16th Street to 33rd Street, East Plaza Boulevard from D Avenue to N Avenue, East 16th Street between D Avenue and Highland Avenue, and Mann Avenue from Beta Street to Alpha Street, 4th Street between Highland Avenue to the easterly city boundary, L Avenue between 16th Street to 30th Street, Olive Avenue between 8th Street to Plaza

Boulevard, I Avenue between 18th Street to 23rd Street, 24th Street between National City Boulevard to the 1500 block of 24th Street.

Section 3: Authorizes establishing a Gas Tax Fund appropriation of \$1,430,342 for the Fiscal Year 2023 and corresponding revenue budget for RMRA funds.

Section 4: 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 17th day of May, 2022.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles 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\) re-allocating \\$277,000.00 from CIP No. 19-19 - Roosevelt Avenue Corridor Smart Growth Revitalization Project, to the National City Street Resurfacing Project, CIP No. 22-19; 2\) Awarding a contract to Eagle Paving Company Inc., in the not-to-exceed amount of \\$2,072,519.00 for the National City Street Resurfacing Project, CIP No. 22-19; 3\) authorizing a 15% contingency in the amount of \\$310,878 for any unforeseen changes; 4\) authorizing the Mayor to execute the contract. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 17, 2022

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) re-allocating \$277,000 from CIP No. 19-19 - Roosevelt Avenue Corridor Smart Growth Revitalization Project, to the National City Street Resurfacing Project, CIP No. 22-19; 2) Awarding a contract to Eagle Paving Company Inc., in the not-to-exceed amount of \$2,072,519 for the National City Street Resurfacing Project, CIP No. 22-19; 3) authorizing a 15% contingency in the amount of \$310,878 for any unforeseen changes; 4) authorizing the Mayor to execute the contract

PREPARED BY: Luca Zappiello, Assistant Engineer - Civil

PHONE: 619-336-4360

DEPARTMENT: Engineering/Public Works

APPROVED BY:

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

Contract Award - \$2,072,519
Expenditure Account No. 109-409-500-598-6035 - \$1,000,000 (SB1);
Expenditure Account No. 307-409-500-598-6035 - \$795,519 (TN) ;
Expenditure Account No. 109-409-500-598-6035 - \$277,000 (SB-1 Gas Tax (RMRA) - Roosevelt Avenue Corridor Smart Growth Revitalization Project)
15% Contingency - \$310,878
Expenditure Account No. 307-409-500-598-6035 - \$4,481 (TN);
Expenditure Account No. 001-409-500-598-6573 - \$306,397

APPROVED:

Finance

APPROVED:

MIS

ENVIRONMENTAL REVIEW:

CEQA Notice of Exemption will be filed with the County Recorder's Office prior to construction.

ORDINANCE:

INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution awarding a contract to Eagle Paving Company Inc. in the not-to-exceed amount of \$2,072,519 and re-allocating \$277,000 from the Roosevelt Avenue Corridor Smart Growth Revitalization Project, CIP No. 19-19 to the National City Street Resurfacing Project, CIP No. 22-19

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation w/Exhibit
2. Bid Opening Summary
3. Three Lowest Bidders Summary
4. Owner-Contractor Agreement
5. Resolution

EXPLANATION

On November 17, 2020, the City Council authorized an agreement with Bucknam Infrastructure Group (Bucknam), for the Pavement Management Program (PMP) and to perform street sign inventory. As part of the PMP, Bucknam conducted a pavement condition survey of all City streets in order to identify the most cost-effective strategies to fund Capital Improvement Program (CIP) projects to maintain and repair existing City streets. Based on the findings from the PMP, staff has prioritized the following City streets to be resurfaced:

- National City Boulevard from 16th Street to 33rd,
- Street, E. Plaza Boulevard from D Avenue to N Avenue,
- E. 16th Street between D Avenue and Highland Avenue,
- Mann Avenue from Beta Street to Alpha Street,
- Driveway for Fire Squad Station 33 (northeast side of 4th and U Avenue)

This project also includes the pavement rehabilitation of Roosevelt Avenue from 8th Street to 15th Street. This portion of Roosevelt Avenue was originally included as an additive alternate for project for 19-19 Roosevelt Avenue (Resolution 2020-226). That is, it could be completed through the available SB-1 Gas Tax (RMRA) portion of the contingency amount if the contractor and the City mutually agreed to it. Due to other pressing jobs, the contractor was not interested in the additional work. For this reason, staff is requesting that \$277,000 originally approved as stated above be re-allocation to this project (22-19 National City Street Resurfacing project) to achieve the original intent of council's direction and rehabilitate the pavement on Roosevelt from 8th Street to 15th Street. Any minor contingency left in project 19-19 will be returned to the fund balance for re-appropriation.

On March 24, 2022, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On March 28, 2021 and March 31, 2021, the bid solicitation was advertised in local newspapers.

On April 14, 2022, five (5) bids were received by the 2:00 p.m. deadline. Eagle Paving Inc., was the apparent lowest bidder with a total bid amount of \$2,072,519. Upon a review of all documents submitted, Eagle Paving Inc.'s, bid was deemed responsive and the lowest responsible bidder qualified to perform the work as described in the project specifications.

Staff recommends awarding a contract to Eagle Paving Inc. in the amount not to exceed \$2,072,519 and authorizing a 15% contingency in the amount of \$310,878 to address any unforeseen conditions that may arise.

Attached are the bid opening summary sheet and a line item summary of the three lowest bidders for reference. Also attached is the Owner-Contractor Agreement.

Construction is estimated to be completed by winter 2022. Updates will be provided on the City's CIP dashboard at: <https://www.nationalcityca.gov/government/engineering-public-works>.



BID OPENING SUMMARY

NAME: NC Street Resurfacing project
CIP NO: 22-19
DATE: March 24, 2022
TIME: 2:00 P.M.
ESTIMATE: \$2,200,000
PROJECT ENGINEER: Roberto Yano, P.E.

NO.	BIDDER'S NAME	BID AMOUNT	BID SECURITY - BOND
1	Eagle Paving Poway, CA 92064	\$2,072,519	Bond
2	Portillo Concrete Inc. Lemon Grove, CA 91945	\$2,483,446	Bond
3	ATP General Engineering Constructions San Diego, CA 92123	\$2,691,467	Bond
4	TC Construction Co. Santee, CA 92071	\$2,698,848	Bond
5	Granite Construction Co. Carlsbad, CA 92008	\$3,442,827	Bond

Bid Results for National City Street Resurfacing Project (CIP No. 22-19)

Item No.	Description	Unit	Qty.	Eagle Paving	Portillo Concrete Inc.	ATP General Engineering Contractors			
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Base Bid - Mann Ave - Beta Street to Alpha Street

1	Mobilization/Demobilization	LS	1.00	\$8,300	\$8,300	\$10,000	\$10,000	\$14,000	\$14,000
2	Traffic Control	LS	1.00	\$500	\$500	\$3,000	\$3,000	\$37,000	\$37,000
3	SWPPP, Water Quality Control	LS	1.00	\$800	\$800	\$3,000	\$3,000	\$5,000	\$5,000
4	Survey Monument and Benchmark Tie-Out and Corner Records	EA	2.00	\$630	\$1,260	\$1,000	\$2,000	\$2,500	\$5,000
5	Cold Milling Asphalt Pavement – 1.5" Depth	SF	9,000.00	\$0	\$3,600	\$1	\$12,150	\$1	\$4,500
6	Removal, disposal and replacement Unsuitable Base/ Subgrade	CY	50.00	\$75	\$3,750	\$60	\$3,000	\$300	\$15,000
7	1.5" Asphalt Concrete (AC) Pavement with Forta-Fi	TN	85.00	\$180	\$15,300	\$200	\$17,000	\$135	\$11,475
8	4" Asphalt Concrete (AC) Digouts	TN	35.00	\$190	\$6,650	\$400	\$14,000	\$260	\$9,100
9	Remove and replace PCC Pedestrian Curb Ramps per SDRSD	EA	2.00	\$4,725	\$9,450	\$5,000	\$10,000	\$4,500	\$9,000
10	Remove and replace PCC Sidewalk (SDRSD G-07)	SF	200.00	\$11	\$2,100	\$12	\$2,400	\$10	\$2,000
11	Remove and replace PCC Curb and Gutter (SDRSD G-02)	LF	231.00	\$53	\$12,128	\$60	\$13,860	\$51	\$11,666
12	Remove and replace PCC Cross Gutter (SDRSD G-12)	SF	482.00	\$25	\$12,146	\$20	\$9,640	\$26	\$12,532
13	Reset Survey Monuments and Benchmarks and Corner Records	EA	2.00	\$630	\$1,260	\$1,000	\$2,000	\$1,500	\$3,000
14	Roadway Striping, Markings	LS	1.00	\$546	\$546	\$1,000	\$1,000	\$524	\$524
Subtotal				\$77,789.90		\$103,050.00		\$139,796.50	

Base Bid - E. Plaza Boulevard - D Avenue to N Avenue

1	Mobilization/Demobilization	LS	1.00	\$9,000	\$9,000	\$10,000	\$10,000	\$75,701	\$75,701
2	Traffic Control	LS	1.00	\$14,000	\$14,000	\$20,000	\$20,000	\$45,000	\$45,000
3	SWPPP, Water Quality Control	LS	1.00	\$500	\$500	\$3,000	\$3,000	\$5,000	\$5,000
4	Survey Monument and Benchmark Tie-Out and Corner Records	EA	12.00	\$420	\$5,040	\$1,000	\$12,000	\$2,500	\$30,000
5	Cold Milling Asphalt Pavement – 2" Depth	SF	220,000.00	\$0	\$52,800	\$0	\$94,600	\$1	\$110,000
6	Removal, disposal and replacement Unsuitable Base/ Subgrade	CY	305.00	\$75	\$22,875	\$60	\$18,300	\$300	\$91,500

7	2" Asphalt Concrete (AC) Pavement with Forta-Fi	TN	2,720.00	\$134	\$363,120	\$132	\$359,040	\$130	\$353,600
8	4" Asphalt Concrete (AC) Digouts	TN	385.00	\$139	\$53,515	\$180	\$69,300	\$250	\$96,250
9	Remove and replace PCC Pedestrian Curb Ramps per SDRSD	EA	12.00	\$4,620	\$55,440	\$5,000	\$60,000	\$4,600	\$55,200
10	Remove and replace PCC Sidewalk (SDRSD G-07)	SF	500.00	\$11	\$5,250	\$12	\$6,000	\$10	\$5,000
11	Remove and replace PCC Curb and Gutter (SDRSD G-02)	LF	300.00	\$53	\$15,750	\$60	\$18,000	\$50	\$15,000
12	Remove and replace PCC Cross Gutter (SDRSD G-12)	SF	420.00	\$25	\$10,584	\$20	\$8,400	\$26	\$10,920
13	PCC Bus Pad	SF	1,600.00	\$27	\$43,680	\$20	\$32,000	\$26	\$41,600
14	Remove and replace 6' Type E Loop and Limit Line Type F Loop (Caltrans Standard Plan ES-5B)	EA	65.00	\$473	\$30,713	\$490	\$31,850	\$450	\$29,250
15	Reset Survey Monuments and Benchmarks and Corner Records	EA	6.00	\$420	\$2,520	\$1,000	\$6,000	\$2,500	\$15,000
16	Roadway Striping, Markings	LS	1.00	\$14,989	\$14,989	\$15,000	\$15,000	\$14,500	\$14,500
Subtotal					\$699,775.25		\$763,490.00		\$993,520.50

Base Bid - El Toyon Fire Station 33

1	Mobilization/Demobilization	LS	1.00	\$2,500	\$2,500	\$5,000	\$5,000	\$19,000	\$19,000
2	Pedestrian and Traffic Control	LS	1.00	\$1,500	\$1,500	\$3,000	\$3,000	\$20,000	\$20,000
3	SWPPP, Water Quality Control	LS	1.00	\$500	\$500	\$1,000	\$1,000	\$5,000	\$5,000
4	Cold Milling Asphalt Pavement - 3" Depth	SF	9,000.00	\$0	\$3,600	\$1	\$12,150	\$1	\$4,500
5	3" Asphalt Concrete (AC) Pavement with Forta-Fi	TN	160.00	\$175	\$28,000	\$150	\$24,000	\$130	\$20,800
6	PCC Concrete Driveway	SF	7,700.00	\$17	\$129,360	\$12	\$92,400	\$16	\$123,200
7	Roadway Striping, Markings	LS	1.00	\$525	\$525	\$1,000	\$1,000	\$500	\$500
Subtotal					\$165,985.00		\$138,550.00		\$193,000.00

Base Bid - National City Boulevard - 16th Street to W. 33rd Street

1	Mobilization/Demobilization	LS	1	\$10,000	\$10,000	\$10,000	\$10,000	\$70,000	\$70,000
2	Traffic Control	LS	1	\$29,000	\$29,000	\$20,000	\$20,000	\$30,000	\$30,000
3	SWPPP, Water Quality Control	LS	1	\$500	\$500	\$3,000	\$3,000	\$500	\$500
4	Survey Monument and Benchmark Tie-Out and Corner Records	EA	20	\$420	\$8,400	\$1,000	\$20,000	\$2,500	\$50,000
5	Cold Milling Asphalt Pavement - 1.5" Depth	SF	310,000	\$0	\$71,300	\$0	\$114,700	\$0	\$77,500
6	1.5" Asphalt Concrete (AC) Pavement with Forta-Fi	TN	2,900	\$127	\$366,850	\$138	\$400,200	\$97	\$281,300
7	4" Asphalt Concrete (AC) Digouts	TN	385	\$139	\$53,515	\$150	\$57,750	\$250	\$96,250

8	Remove and replace PCC Pedestrian Curb Ramps per SDRSD	EA	22	\$46	\$1,016	\$5,000	\$110,000	\$4,800	\$105,600
9	Remove and replace PCC Sidewalk (SDRSD G-07)	SF	1,000	\$11	\$10,500	\$12	\$12,000	\$10	\$10,000
10	Remove and replace PCC Curb and Gutter (SDRSD G-02)	LF	86	\$53	\$4,515	\$60	\$5,160	\$50	\$4,300
11	Remove and replace 6' Type E Loop and Limit Line Type F Loop (Caltrans Standard Plan ES-5B)	EA	90	\$473	\$42,525	\$500	\$45,000	\$450	\$40,500
12	Roadway Striping, Markings	LS	1	\$26,234	\$26,234	\$26,500	\$26,500	\$25,000	\$25,000
13	Reset Survey Monuments and Benchmarks and Corner Records	EA	7	\$420	\$2,940	\$1,000	\$7,000	\$2,500	\$17,500
14	Checked Cross Walks (National City Blvd)	EA	4	\$1,680	\$6,720	\$1,700	\$6,800	\$1,600	\$6,400
Subtotal				\$634,015.65		\$838,110.00		\$814,850.00	

Base Bid - 16th Street - D Avenue to Highland Avenue

1	Mobilization/Demobilization	LS	1.00	\$3,250	\$3,250	\$5,000	\$5,000	\$10,000	\$10,000
2	Traffic Control	LS	1.00	\$6,000	\$6,000	\$1,000	\$1,000	\$10,000	\$10,000
3	SWPPP, Water Quality Control	LS	1.00	\$800	\$800	\$2,000	\$2,000	\$250	\$250
4	Cold Milling Asphalt Pavement – 1.5" Depth	SF	65,000.00	\$0	\$16,250	\$0	\$27,300	\$0	\$16,250
5	1.5" Asphalt Concrete (AC) Pavement with Forta-Fi	TN	610.00	\$130	\$79,300	\$150	\$91,500	\$97	\$59,170
6	Remove and replace 6' Type E Loop and Limit Line Type F Loop (Caltrans Standard Plan ES-5B)	EA	15.00	\$473	\$7,088	\$490	\$7,350	\$450	\$6,750
7	Roadway Striping, Markings	LS	1.00	\$9,382	\$9,382	\$9,500	\$9,500	\$9,000	\$9,000
Subtotal				\$122,069.25		\$143,650.00		\$111,420.00	

Base Bid - Roosevelt Avenue - 8th Street to 15th Street

1	Mobilization/Demobilization	LS	1.00	\$2,500	\$2,500	\$10,000	\$10,000	\$15,000	\$15,000
2	Traffic Control	LS	1.00	\$9,699	\$9,699	\$10,000	\$10,000	\$10,000	\$10,000
3	SWPPP, Water Quality Control	LS	1.00	\$800	\$800	\$3,000	\$3,000	\$500	\$500
4	Survey Monument and Benchmark Tie-Out and Corner Records	EA	5.00	\$420	\$2,100	\$1,000	\$5,000	\$2,500	\$12,500
5	Cold Milling Asphalt Pavement – 2" Depth with Petromat	SF	120,000.00	\$0	\$30,000	\$1	\$120,000	\$0	\$54,000
6	Removal, disposal and replacement Unsuitable Base/ Subgrade	CY	20.00	\$90	\$1,800	\$100	\$2,000	\$275	\$5,500
7	2" Asphalt Concrete (AC) Pavement with Forta-Fi	TN	1,500.00	\$124	\$185,250	\$138	\$207,000	\$130	\$195,000
8	4" Asphalt Concrete (AC) Digouts	TN	150.00	\$150	\$22,500	\$180	\$27,000	\$225	\$33,750

9	Remove and replace PCC Sidewalk (SDRSD G-07)	SF	768.00	\$11	\$8,064	\$12	\$9,216	\$10	\$7,680
10	Remove and replace PCC Driveway	SF	750.00	\$19	\$14,175	\$15	\$11,250	\$18	\$13,500
11	Remove and replace PCC Curb and Gutter (SDRSD G-02)	LF	1,661.00	\$53	\$87,203	\$50	\$83,050	\$50	\$83,050
12	Remove and replace 6' Type E Loop and Limit Line Type F Loop (Caltrans Standard Plan ES-5B)	EA	12.00	\$473	\$5,670	\$490	\$5,880	\$450	\$5,400
13	Roadway Striping, Markings	LS	1.00	\$3,124	\$3,124	\$3,200	\$3,200	\$3,000	\$3,000
Subtotal					\$372,883.95		\$496,596.00		\$438,880.00
Total					\$2,072,519.00		\$2,483,446.00		\$2,691,467.00

OWNER - CONTRACTOR AGREEMENT

NATIONAL CITY STREET RESURFACING FY 21/22 PROJECT, CIP NO. 22-19

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **Eagle Paving Company, Inc. ("Contractor")**, 13915 Danielson Street, Poway, CA 92064 on the **17th day of May, 2022**, for the construction of the above referenced Project.

In consideration of the mutual covenants and agreements set forth herein, the Owner and Contractor have mutually agreed as follows:

1. CONSTRUCTION

The Contractor agrees to do all the work and furnish all the labor, services, materials and equipment necessary to construct and complete the Project in a turn-key manner in accordance with this Agreement and all documents and plans referenced in Exhibit "A", (hereinafter "Contract Documents"), in compliance with all relevant Federal, State of California, County of San Diego and City of National City codes and regulations, and to the satisfaction of the Owner.

2. CONTRACT PRICE

Owner hereby agrees to pay and the Contractor agrees to accept as full compensation for constructing the project in accordance with these Contract Documents in an amount not to exceed the contract price as set forth in Exhibit "B" attached hereto and incorporated herein by reference. Payments to the Contractor shall be made in the manner described in the Special Provisions.

3. TIME FOR PERFORMANCE

Time is of the essence for this Agreement and the Contractor shall construct the project in every detail to a complete and turn-key fashion to the satisfaction of the Owner within the specified duration set forth in the Special Provisions.

4. NON-DISCRIMINATION

In the performance of this Agreement, the Contractor shall not refuse or fail to hire or employ any qualified person, or bar or discharge from employment any person, or discriminate against any person, with respect to such person's compensation, terms, conditions or privileges of employment because of such person's race, religious status, sex or age.

5. AUTHORIZED OWNER REPRESENTATIVES

On behalf of the Owner, the Project Manager designated at the pre-construction meeting shall be the Owner's authorized representative in the interpretation and enforcement of all Work performed in connection with this Agreement.

6. WORKERS' COMPENSATION INSURANCE

a) By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

b) The Contractor shall require each subcontractor to comply with the requirements of Section 3700 of the Labor Code. Before commencing any Work, the Contractor shall cause each subcontractor to execute the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement."

7. ENTIRE AGREEMENT; CONFLICT

The Contract Documents comprise the entire agreement between the Owner and the Contractor with respect to the Work. In the event of conflict between the terms of this Agreement and the bid of the Contractor, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid conflicting herewith.

8. MAINTENANCE OF AGREEMENT DOCUMENTATION

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

9. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee, agent, partner or joint venturer of the Owner. Owner shall have the right to control Contractor insofar as the results of Contractor's

services rendered pursuant to this Agreement; however, Owner shall not have the right to control the means by which Contractor accomplishes such services.

10. LICENSES AND PERMITS

Contractor represents and declares to Owner that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required to practice its profession. Contractor represents and warrants to Owner that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, qualifications or approvals which are legally required for Contractor to practice its profession.

11. GOVERNING LAW, VENUE

This Agreement and the Contract Documents shall be construed under and in accordance with the laws of the State of California, and the appropriate venue for any action or proceeding arising from this Agreement and/or the Contract Documents shall be had in the Superior Court of San Diego, Central Branch.

12. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original.

13. FALSE CLAIMS

Contractor acknowledges that if a false claim is submitted to the Owner, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the Owner seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

I have read and understood all of the provisions of this Section 15, above:

(Initial)


(Initial)

14. AGREEMENT MODIFICATION

This Agreement and the Contract Documents may not be modified orally or in any manner other than by an amendment in writing and signed by the Owner and the Contractor.

IN WITNESS WHEREOF this Agreement is executed as of the date first written above.

Owner:

Contractor:
Eagle Paving Company, Inc.

Alejandra Sotelo-Solis
Mayor, City of National City



(Owner/Officer signature)

APPROVED AS TO FORM:

JOEL BATVUE CED
Print name and title


(Second officer signature if a corporation)

By: _____
Charles E. Bell, Jr.
City Attorney

MARISA GARLAND CFO
Print name and title

09012859
Contractor's City Business License No.

944939
State Contractor's License No. and Class

13915 DANIELSON ST 201
Business street address

POWAY CA 92064
City, State and Zip Code

EXHIBIT A

CONTRACT DOCUMENTS

Owner/Contractor Agreement

Bid Schedule

Addenda

Plans

Special Provisions (Specifications)

San Diego County Regional Standard Drawings

City of National City Standard Drawings

Standard Specifications for Public Works Construction and Regional Supplements
(Greenbook)

State Standard Specifications

State Standard Plans

California Building, Mechanical, Plumbing and Electrical Codes

Permits issued by jurisdictional regulatory agencies

Electric, gas, and communications companies specifications and standards

Sweetwater Authority specifications and standards

Specifications, standards and requirements of MTS, BNSF, SANDAG, Port of San Diego and
all other agencies that may be adjacent and/or affected by the project.

EXHIBIT B

CONTRACT PRICE

(NOTE - TO BE COMPLETED TO CONFORM WITH BID SCHEDULE ITEMS)

CORPORATE CERTIFICATE

I, JOEL BATULE _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that JOEL BATULE _____, who signed said contract on behalf of the Contractor, was then CEO _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

I, JOEL BATULE _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that JOEL BATULE _____, who signed said contract on behalf of the Contractor, was then CEO _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Corporate Seal:  _____

PERFORMANCE BOND

WHEREAS, the City Council of the City of National City, by Resolution No. 2021-_____, on the 7th day of June, 2022, has awarded **Eagle Paving Company, Inc.**, hereinafter designated as the "Principal", the NATIONAL CITY STREET RESURFACING FY 21/22 PROJECT, CIP NO. 22-19

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we, the Principal and THE OHIO CASUALTY INSURANCE COMPANY as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of **Two Million, Seventy-Two Thousand, Five Hundred Nineteen (\$2,072,519.00)** dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the above bounden Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract any alteration thereof made as therein provides, on his or their part, to be kept and performed at the time and in the amount therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of National City, its officers, agents, employees, and volunteers as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed herein or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such

change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the surety shall pay all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the

Principal and Surety above named, on the 28TH day of APRIL, 2022.

THE OHIO
CASUALTY INSURANCE COMPANY (SEAL)

Mark D. Iatarola (SEAL)

MARK D. IATAROLA, ATTORNEY-IN-FACT (SEAL)

Surety

EAGLE PAVING COMPANY, INC.
DBA TORO ENGINEERING (SEAL)

Joel Batule (SEAL)

JOEL BATULE, PRESIDENT (SEAL)

Principal

PERFORMANCE BOND

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
) ss
COUNTY OF _____)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.	NOTE: The Attorney-in-fact must attach a certified copy of the Power of Attorney.
--	---

Signature: _____

Name (Type or Print): _____

Notary Public in and for said County and State

My Commission expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

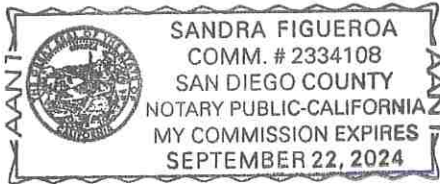
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of SAN DIEGO }

On 4/28/2022 before me, SANDRA FIGUEROA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

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 *Sandra Figueroa*
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

Signer's Name: _____

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

Partner – Limited General

Partner – Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian of Conservator

Trustee Guardian of Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205111-024100

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Helen Maloney; John G. Maloney; Mark D. Iatarola; Sandra Figueroa; Tracy Holmes; Tracy Lynn Rodriguez

all of the city of Escondido state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on his behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of March, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 29th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 29, 2025
Commission number 1129044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28TH day of APRIL, 2022.



By: Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-892-8240 or email HOSUR@libertymutual.com.

PAYMENT BOND

WHEREAS, the City Council of the City of National City, by Resolution No. 2021-_____, on the 7th day of June, 2022 has awarded Eagle Paving Company, Inc., hereinafter designated as the "Principal", the NATIONAL CITY STREET RESURFACING FY 21/22 PROJECT, CIP NO. 22-19

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Principal and THE OHIO CASUALTY INSURANCE COMPANY as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of Two Million, Seventy-Two Thousand, Five Hundred Nineteen (\$2,072,519.00) dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his/her or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor the Surety will pay for the same in an amount not exceeding the sum hereinafter specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court.

This Bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, not by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner of Public Entity and original contractor or on the part of any obliges named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 28TH day of APRIL, 2022.

THE OHIO
CASUALTY INSURANCE COMPANY(SEAL)

Mark D. Iatarola (SEAL)

MARK D. IATAROLA, ATTORNEY-IN-FACT (SEAL)

Surety

EAGLE PAVING COMPANY, INC.
DBA TORO ENGINEERING (SEAL)

Joel Batule (SEAL)

JOEL BATULE, PRESIDENT (SEAL)

Principal

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
) ss
COUNTY OF _____)

On this day _____ of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.	NOTE: The Attorney-in-fact must attach a certified copy of the Power of Attorney.
--	---

Signature: _____

Name (Type or Print): _____
(Notary Public in and for said County and State)

My Commission expires: _____

ATTACH ALL BONDS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

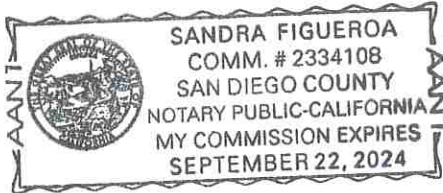
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of SAN DIEGO }

On 4/28/2022 before me, SANDRA FIGUEROA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

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 *Sandra Figueroa*
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

Signer's Name: _____

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

Partner – Limited General

Partner – Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian of Conservator

Trustee Guardian of Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205111-024100

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Helen Maloney; John G. Maloney; Mark D. Iatarola; Sandra Figueroa; Tracy Holmes; Tracy Lynn Rodriguez

all of the city of Escondido state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of March, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 29th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28TH day of APRIL, 2022.



By: Renee C. Llewellyn, Assistant Secretary

2. Section II – Who Is An Insured is amended to include your "volunteer workers" as insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit of the Section IV - Commercial General Liability Conditions:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to any insured listed under Paragraph 1. of Section II-Who Is An Insured or any "employee" (such as insurance, loss control, risk manager or administrator) designated by you to give such notice.

Knowledge of any other "employee(s)" of an "occurrence" or of an offense does not imply that you also have such knowledge.

Notice shall be deemed prompt if given in good faith as soon as practicable to your workers compensation insurer. This applies only if you subsequently give notice to us as soon as practicable after any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" (such as an insurance, loss control, or risk manager or administrator) designated by you to give such notice discovers that the "occurrence", offense or claim may involve this policy.

L. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of Section IV- Commercial General Liability Conditions:

The unintentional omission of, or unintentional error in, any information provided by you shall not prejudice your rights under this insurance. However, this Article L. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws or regulations.

M. LIBERALIZATION

The following is added to Section IV-Commercial General Liability Conditions:

Liberalization

After the issuance of this policy, if we adopt a change in our forms or rules which would broaden the coverage provided by any form that is a part of this policy without a premium charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

N. BLANKET WAIVER OF SUBROGATION

The following is added to Section IV-Commercial General Liability Conditions:

Waiver of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

O. INCIDENTAL MEDICAL MALPRACTICE INJURY

1. For insurance applicable to this Article O, the definition of "bodily injury" in Section V - Definitions is amended to include, "Incidental Medical Malpractice Injury".
2. The following definition is added to Section V- Definitions:

"Incidental medical malpractice injury" means "bodily injury", mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:

 - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
 - c. First aid; or
 - d. "Good Samaritan Services". As used in this Article O., "Good Samaritan Services" are those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
3. Paragraph 2.a.(1)(d) of Section III -Who Is An Insured does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in Paragraph 2. above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan Services" will be deemed to be acting within the scope of their employment by you.
4. The following exclusion is added to Paragraph 2. Exclusions of Coverage A. – Bodily Injury And Property Damage Liability of Section I – Coverages:

[This insurance does not apply to:]

Willful Violation of Penal Statute

Liability arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals by or with the knowledge or consent of the insured.
5. For the purposes of determining the applicable Limits of Insurance, any act or omission, together with all related acts or omissions in the furnishing of services described in Paragraph 2.a. through 2.d. above to any one person, will be considered one "occurrence".
6. This Article O. does not apply if you are in the business or occupation of providing any of the services described in Paragraph 2. above.

7. The insurance provided by this Article O. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

P. EXTENSION OF COVERAGE – BODILY INJURY

The definition of "bodily injury" Section V- Definitions is deleted in its entirety and replaced by the following:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

Q. COVERAGE TERRITORY

The definition of "coverage territory" Section V- Definitions is deleted in its entirety and replaced by the following:

4. "Coverage territory" means anywhere in the world.

This insurance does not apply to:

- a. "bodily injury" or "property damage" that takes place; or
- b. "personal and advertising injury" caused by an offense committed outside the United States of America (including its possessions and territories), Canada and Puerto Rico, unless a "suit" on the merits (to determine the insured's responsibility to pay damages to which this insurance applies) is brought in the United States of America (including its possessions and territories), Canada or Puerto Rico.

This insurance does not apply to damage, loss, cost or expenses in connection with any "suit" brought outside the United States of America (including its possessions and territories), Canada or Puerto Rico.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

A. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

Exclusion a. Expected Or Intended Injury of Part 2., Exclusions of Coverage A. Bodily Injury And Property Damage Liability of Section I – Coverages is deleted in its entirety and replaced by the following:

[This insurance does not apply to:]

Expected or Intended Injury or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. DAMAGE TO PREMISES RENTED TO YOU EXTENSION

1. The last paragraph of 2. Exclusions of Coverage A. Bodily Injury And Property Damage Liability of Section I - Coverages is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damages to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, lightning, explosion, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage. A separate limit of insurance applies to this coverage as described in Section III- Limits of Insurance.

2. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Rupture, bursting, or operation of pressure relief devices;
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
 - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
3. Paragraph 6. of Section III- Limits of Insurance is deleted in its entirety and replaced by the following:
 - 6.a. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, explosion, lightning, smoke, aircraft or vehicle, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, explosion, lightning, smoke, aircraft or vehicle or riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage or any combination of any of these.
 - b. The Damage to Premises Rented to You Limit will be the higher of:
 - (1) \$300,000; or
 - (2) The amount shown on the Declarations for Damage to Premises Rented to You Limit.

4. Paragraph 9.a. of the definition of "insured contract" under Section V- Definitions, is deleted in its entirety and replaced by the following:

["Insured contract" means:]

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, aircraft or vehicle, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage to premises while rented to you, or temporarily occupied by you with the permission of the owner is not an "insured contract".
5. This Article B. does not apply if coverage for Damage to Premises Rented to You of Coverage A. Bodily Injury And Property Damage Liability of Section I – Coverages is excluded by endorsement.

C. AIRCRAFT CHARTERED WITH CREW

1. The following is added to the exceptions contained in Exclusion g., Aircraft, Auto or Watercraft in Part 2., Exclusions of Coverage A. Bodily Injury And Property Damage of Section I – Coverages:

[This exclusion does not apply to:]

Aircraft chartered with crew to any insured.

2. This Article C. does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Article C. shall be excess over any valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

D. NON-OWNED WATERCRAFT

1. The exception contained in Subparagraph (2) of Exclusion g. Aircraft, Auto or Watercraft in Part 2., Exclusions of Coverage A. Bodily Injury And Property Damage Liability of Section I – Coverages is deleted in its entirety and replaced by the following:

(2) A watercraft you do not own that is:

- (a) 50 feet long or less; and
- (b) Not being used to carry persons or property for a charge;

2. This Article D. applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.
3. This insurance provided by this Article D. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

E. PERSONAL AND ADVERTISING INJURY – ASSUMED BY INSURED CONTRACT

1. Exclusion e. Contractual Liability in Part 2., Exclusions of Coverage B. Personal And Advertising Injury Liability of Section I – Coverages is deleted in its entirety and replaced by the following:

[This insurance does not apply to:]

e. Contractual Liability

"Personal and Advertising Injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

1. That the insured would have in the absence of the contract or agreement; or
 2. Assumed in a written contract or agreement that is an "insured contract"; provided the "personal and advertising injury" is caused by an offense which occurs subsequent to the execution of the contract or agreement.
2. Subparagraph f. of the definition of "insured contract" Section V.- Definitions is deleted in its entirety and replaced by the following:
- f. That part of any other contract or agreement pertaining to your business, including an indemnification of a municipality in connection for work performed for a municipality, under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
2. This Article E. does not apply if Coverage B. Personal And Advertising Injury Liability is excluded by endorsement.

F. INCREASED SUPPLEMENTARY PAYMENTS

Subparagraphs 1. b. and d. of Supplementary Payments – Coverages A And B of Section II - Coverages are amended as follows:

1. In Subparagraph b., the amount we will pay for the cost of bail bonds is increased up to \$5,000.
2. In Subparagraph d., the amount we will pay for a loss of earnings is increased up to \$1,000 a day.

G. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Declarations is as follows:
The person or organizations named in Item 1. of the Declarations and any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy. However, coverage for any such organization will cease as of the date that you no longer maintain ownership of, or majority interest in, such organization.
2. This Article G. does not apply to any person or organization for which coverage is excluded by endorsement.

H. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

1. Section II-Who Is An Insured is amended to include as an insured any person or organization with whom you have agreed in a written contract executed prior to loss (an "additional insured"), but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:
 - a. Limits of Insurance. The Limits of Insurance afforded to the "additional insured" shall be the limits you agreed to provide, or the limits shown on the Declarations, whichever is less.
 - b. The insurance afforded to the "additional insured" does not apply to:
 - (1) Any "occurrence" that takes place after you cease to be a tenant in that premises;
 - (2) Any premises for which coverage is excluded by endorsement; or
 - (3) Structural alterations, new construction or demolition operations performed by or on behalf of such "additional insured".
2. The insurance afforded to the "additional insured" is excess over any valid and collectible insurance available to such "additional insured", unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

I. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

1. Section II-Who Is An Insured is amended to include an "additional insured" (as defined in Article H. above), but only with respect to their liability arising out of maintenance, operation or use by you of equipment leased to you by such "additional insured", subject to the following provisions:
 - a. Limits of Insurance. The Limits of Insurance afforded to the "additional insured" shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
 - b. The insurance afforded to the "additional insured" does not apply to:
 - (1) Any "occurrence" that takes place after the equipment lease expires; or
 - (2) "Bodily injury" or "property damage" arising out of the sole negligence of such additional insured.
2. The insurance provided to the "additional insured" is excess over any valid and collectible insurance available to such "additional insured", unless you have a written contract for this insurance to apply on a primary or contributory basis.

J. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

1. Section II- Who Is An Insured is amended to include your "employees" as insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Patriot Risk & Insurance Services 2415 Campus Drive, Suite #200 Irvine, CA 92612 www.patrisk.com 0K07568	CONTACT NAME: PHONE (A/C No, Ext): (949) 486-7800 FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Eagle Paving Company, Inc. dba: Toro Engineering 13915 Danielson Street, Suite #201 Poway CA 92064	INSURER A: XL Insurance America, Inc. 24554	
	INSURER B: Greenwich Insurance Company 22322	
	INSURER C: Great American Insurance Company 16691	
	INSURER D: Insurance Company of the West 27847	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 67971875 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible \$1,000 PD GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	NPC-1003920-01	9/1/2021	9/1/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	NBA-1003919-01	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Med Pay \$5,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			TUE196721605	9/1/2021	9/1/2022	EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	WSD505017502	9/1/2021	9/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

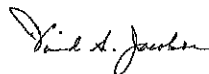
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: NC Street Resurfacing FY21/22 Project CIP 22-19. The City of National City, its elected officials, officers, agents, employees and volunteers are named as additional insureds with respect to liability as required by written contract. Coverage is Primary and Non Contributory. Waiver of Subrogation applies. See attached endorsements

*30-day notice of cancellation / 10-days for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

City of National City c/o Risk Manager 1243 National City Blvd. National City CA 91950-4397	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Dave Jacobson
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ACORD 25 (2016/03)

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POLICY NUMBER: NPC-1003920-01

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket as required by written contract.	Blanket as required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket as required by written contract.	Blanket as required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
 However:
 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:
 If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
 whichever is less.
 This endorsement shall not increase the applicable limits of insurance.

ENDORSEMENT #

This endorsement, effective 12:01 a.m. 09/01/2021 , forms a part of

Policy No. NPC-1003920-01 **Issued to** Eagle Paving Company, Inc.
dba: Toro Engineering
by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

XL Plus Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read this endorsement carefully to determine rights, duties, and what is and is not covered.

- A. Reasonable Force – Bodily Injury or Property Damage**
- B. Damage To Premises Rented To You Extension**
 - Perils of fire, lightning, explosion, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage
 - Limit increased to \$300,000
- C. Aircraft Chartered with Crew**
- D. Non-Owned Watercraft**
- E. Personal and Advertising Injury – Assumed by Insured Contract**
- F. Increased Supplementary Payments**
 - Cost for bail bonds increased to \$5,000
 - Loss of earnings increased to \$1,000 per day
- G. Broadened Named Insured**
- H. Blanket Additional Insured – Managers or Lessors of Premises**
- I. Blanket Additional Insured – Lessor of Leased Equipment**
- J. Injury to Co-Employees and Co-Volunteer Workers**
- K. Knowledge and Notice of Occurrence or Offense**
- L. Unintentional Omission**
- M. Liberalization**
- N. Blanket Waiver of Subrogation**
- O. Incidental Medical Malpractice Injury**
- P. Extension of Coverage – Bodily Injury**
- Q. Coverage Territory**

Form XIL 436 1208

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Page 1 of 8

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XL PLUS BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COVERAGE DESCRIPTION

- A. Temporary Substitute Auto Physical Damage**
- B. Who Is An Insured**
 - 1. Broad Form Insured**
 - 2. Employees As Insureds**
 - 3. Additional Insured By Contract, Agreement or Permit**
 - 4. Employee Hired Autos**
- C. Supplementary Payments**
- D. Amended Fellow Employee Exclusion**
- E. Physical Damage Coverage**
 - 1. Rental Reimbursement**
 - 2. Extra Expense – Broadened Coverage**
 - 3. Personal Effects Coverage**
 - 4. Lease Gap**
 - 5. Glass Repair – Waiver Of Deductible**
- F. Physical Damage Coverage Extensions**
 - 1. Additional Transportation Expense**
 - 2. Hired Auto Physical Damage**
- G. Business Auto Conditions**
 - 1. Notice Of Occurrence**
 - 2. Waiver Of Subrogation**
 - 3. Unintentional Failure To Disclose Hazards**
 - 4. Primary Insurance**
- H. Bodily Injury Redefined**
- I. Extended Cancellation Condition**

A. Temporary Substitute Auto Physical Damage

SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos is changed by adding the following:

If Physical Damage coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage coverage:

1. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

B. Who Is An Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is changed by adding the following:

1. Broad Form Insured

For any covered "auto", any subsidiary, affiliate or organization, other than a partnership or joint venture, as may now exist or hereafter be constituted over which you assume active management or maintain ownership or majority interest, provided that you notify us within ninety (90) days from the date that any such subsidiary or affiliate is acquired or formed and that there is no similar insurance available to that organization. However, coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. Employees As Insureds

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow, in your business or your personal affairs.

3. Additional Insured By Contract, Agreement Or Permit

Any person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is provided under this policy, provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract, agreement or permit.

4. Employee Hired Autos

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b.
is replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a.
Supplementary Payments is changed as follows:

Item (2) is deleted and replaced by the following:

- (2) Up to \$3,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Item (4) is deleted and replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

D. Amended Fellow Employee Exclusion

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee does not apply.

The insurance provided under this Provision D. is excess over any other collectible insurance.

E. Physical Damage Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is changed by adding the following:

1. Rental Reimbursement

- a.** We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- b.** We will pay only for those expenses incurred during the policy period beginning twenty-four (24) hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(1) The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

(2) Thirty (30) days.

c. Our payment is limited to the lesser of the following amounts:

(1) Necessary and actual expenses incurred.

(2) \$50 any one day per private passenger "auto";
\$100 any one day per truck;
\$1,500 any one period per private passenger "auto";
\$3,000 any one period per truck; or
Higher limits if shown elsewhere in this policy.

d. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

2. Extra Expense – Broadened Coverage

We will pay for the expense of returning a stolen covered "auto" to you.

3. Personal Effects Coverage

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for "personal effects" stolen from the "auto".

As used in this endorsement, "personal effects" means tangible property that is worn or carried by an "insured". "Personal effects" does not include tools, jewelry, money or securities.

4. Lease Gap

In the event of a total "loss" to a covered "auto" shown in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. The amount paid under the Physical Damage Coverage Section of the policy; and

b. Any:

(1) Overdue lease/loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchases with the loan or lease; and

(5) Carry-over balances from previous loans or leases.

5. Glass Repair – Waiver Of Deductible

No deductible applies to glass damage if the glass is repaired rather than replaced.

F. Physical Damage Coverage Extensions

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by the following:

1. Additional Transportation Expense

Sections a. and b. are amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

2. Hired Auto Physical Damage

The following section is added:

Any "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" for physical damage coverage. The most we will pay for each covered "auto" is the lesser of:

- (1) the actual cash value;
- (2) the cost for repair or replacement; or
- (3) \$50,000, or higher limit if shown on the Declarations for Hired Auto Physical Damage Coverage.

For each covered "auto" a deductible of \$100 for Comprehensive Coverage and \$1,000 for Collision Coverage will apply.

G. Business Auto Conditions

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions is changed by the following:

1. Notice Of Occurrence

Section 2. – Duties In The Event Of Accident, Claim, Suit Or, Loss, a. is changed by adding the following:

If you report an injury to an "employee" to your workers' compensation carrier and if it is subsequently determined that the injury is one to which this insurance may apply, any failure to comply with this condition will be waived if you provide us with the required notice as soon thereafter as practicable after you know or reasonably should have known that this insurance may apply.

2. Waiver Of Subrogation

Section 5. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

However, this Condition does not apply to any person(s) or organization(s) with whom you have a written contract, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under such contract with that person or organization.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions is changed by the following:

3. Unintentional Failure To Disclose Hazards

The following condition is added:

Your unintentional failure to disclose all hazards as of the inception date of the policy shall not prejudice any insured with respect to the coverage afforded by this policy.

4. Primary Insurance

Condition 5. Other Insurance is changed by adding the following:

For any covered "auto" this insurance shall apply as primary and not contribute with any other insurance where such requirement is agreed in a written contract executed prior to a "loss".

H. Bodily Injury Redefined

SECTION V – DEFINITIONS, C. "Bodily injury" is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

I. Extended Cancellation Condition

COMMON POLICY CONDITIONS (Form IL 00 17), A. Cancellation, 2.b. is replaced by the following:

The greater of sixty (60) days or the time required by any applicable state amendatory endorsement before the effective date of cancellation if we cancel for any other reason.

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be 3% of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION
FOR WHOM THIS WAIVER IS
REQUIRED.

Job Description

ALL CALIFORNIA OPERATIONS.

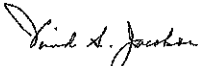
Policy Number: WSD505017502

Insured: Eagle Paving Company, Inc.
dba: Toro Engineering

Endorsement Effective: 9/1/2021

Coverage Provided by: Insurance Company of the West

Issue Date: 04/28/2022

Countersigned by: 

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) RE-ALLOCATING \$277,000 FROM ROOSEVELT AVENUE SMART GROWTH CORRIDOR PROJECT, CIP NO. 19-19 TO NATIONAL CITY STREET RESURFACING PROJECT CIP NO. 22-19; 2) AWARDED A CONTRACT TO EAGLE PAVING COMPANY INC., IN THE NOT-TO-EXCEED AMOUNT OF \$2,072,519 FOR THE NATIONAL CITY STREET RESURFACING PROJECT, CIP NO. 22-19; 3) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$310,878 FOR ANY UNFORESEEN CHANGES; 4) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT

WHEREAS, on November 17, 2020, the City Council authorized an agreement with Bucknam Infrastructure Group (“Bucknam”) for the Pavement Management Program (“PMP”) and to perform street sign inventory; and

WHEREAS, as part of the PMP, Bucknam conducted a pavement condition survey of all City of National City (“City”) streets to identify the most cost-effective strategies to fund Capital Improvement Program (CIP) projects to maintain and repair existing City streets; and

WHEREAS, based on the PMP’s findings, City staff prioritized the following City streets for resurfacing as part of the National City Street Resurfacing, CIP No. 22-19 (“Project”): (1) National City Boulevard from 16th Street to 33rd Street; (2) East Plaza Boulevard from D Avenue to N Avenue; (3) East 16th Street between D Avenue and Highland Avenue; (4) Mann Avenue from Beta Street to Alpha Street; and (5) Driveway for Fire Squad Station 33 (northeast side of 4th and U Avenue); and

WHEREAS, the Roosevelt Smart Growth Corridor Project, CIP No. 19-19, was another City project addressing street resurfacing needs, and it enhanced pedestrian and bicycle connections between Naval Base San Diego, the 8th Street Trolley Station, and Downtown National City and provided streetscape, lighting, signage, mobility options, urban greening, and parking to the east side of Roosevelt Avenue, between 8th Street and National City Boulevard

WHEREAS, Roosevelt Smart Growth Corridor Project, CIP No. 19-19 originally included Roosevelt Avenue as an additive alternate for the Roosevelt Smart Growth Corridor Project (Resolution 2020-226), but the enhancements to Roosevelt Avenue were not completed; and

WHEREAS, the Project will now include Roosevelt Avenue; and

WHEREAS, the City posted the solicitation for bids for the Project on PlanetBids, a free public electronic bidding system for contractors, on March 24, 2022; and

WHEREAS, the City advertised the solicitation for bids in local newspapers on March 28, 2022, and March 31, 2022; and

WHEREAS, the City received five (5) bids by the 2:00 p.m. deadline for the Project on April 14, 2022; and

WHEREAS, City staff determined that Eagle Paving Inc. was the apparent lowest bidder with a total bid amount of \$2,072,519; and

WHEREAS, upon review of all documents submitted, City staff deemed Eagle Paving Inc.'s bid responsive, and it the lowest responsible bidder qualified to perform the work as described in the Project specifications; and

WHEREAS, City staff recommends the following: (1) awarding a contract to Eagle Paving Inc., in the amount not to exceed \$2,072,519; (2) the City Council authorize the Mayor to execute the contract with Eagle Paving Inc. for the Project; and (3) the City Council to authorize a 15% contingency amount up to \$310,878 for any unforeseen conditions that may arise during the Project.

WHEREAS, City staff also recommends re-allocating \$277,000 from CIP No. 19-19 Roosevelt Avenue Smart Growth Corridor Project to CIP No. 22-19 National City Street Resurfacing Project.

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

Section 1: Awards the National City Resurfacing Project, CIP. No. 22-19 to the lowest responsive, responsible bidder, to wit:

EAGLE PAVING INC.

Section 2: Authorizes the Mayor to execute a contract with Eagle Paving Inc. for \$2,072,519 for the National City Street Resurfacing Project, CIP No. 22-19.

Section 3: Authorizes a 15% contingency up to \$310,878 for any unforeseen changes.

Section 4: Authorizes re-allocating \$277,000 from Roosevelt Avenue Smart Growth Corridor Project, CIP No. 19-19, to the National City Street Resurfacing Project, CIP No. 22-19.

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 17th day of May, 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: [Investment Report for the quarter ended March 31, 2022. \(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 17, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Investment Report for the quarter ended March 31, 2022.

PREPARED BY: *Ronald Gutlay*

PHONE: 619-336-4346

DEPARTMENT: Finance

APPROVED BY: *Molly Brown*

EXPLANATION:

See attached staff report.

FINANCIAL STATEMENT:

ACCOUNT NO.

See attached staff report.

APPROVED: *Paulette Simpanano* **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Accept and File the Investment Report for the Quarter ended March 31, 2022.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Staff Report
2. Investment Listings



City Council Staff Report

May 17, 2022

ITEM

Staff Report: Investment Report for the quarter ended March 31, 2022.

BACKGROUND

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

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

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

OVERVIEW OF CITY INVESTMENTS

The City’s pooled investment portfolio balance as of March 31, 2022 is summarized below and compared to the balance as of March 31, 2021.

Table 1

	3/31/2022	3/31/2021
Book Value ¹	\$ 101,908,670	\$ 78,475,100
Market Value ²	\$ 99,530,805	\$ 79,165,747

¹ actual cost of investments

² amount at which the investments could be sold

The assets of the City of National City’s investment portfolio are managed by Chandler Asset Management which represents the largest portion of the assets, 36.25%, the California Treasurer’s Local Agency Investment Fund (LAIF), and the San Diego County Treasurer's Pooled Money Fund (“San Diego County Pool”). The San Diego County Pool and LAIF are

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

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

INVESTMENT PORTFOLIO SUMMARY BY ISSUER/MANAGER

As of March 31, 2022

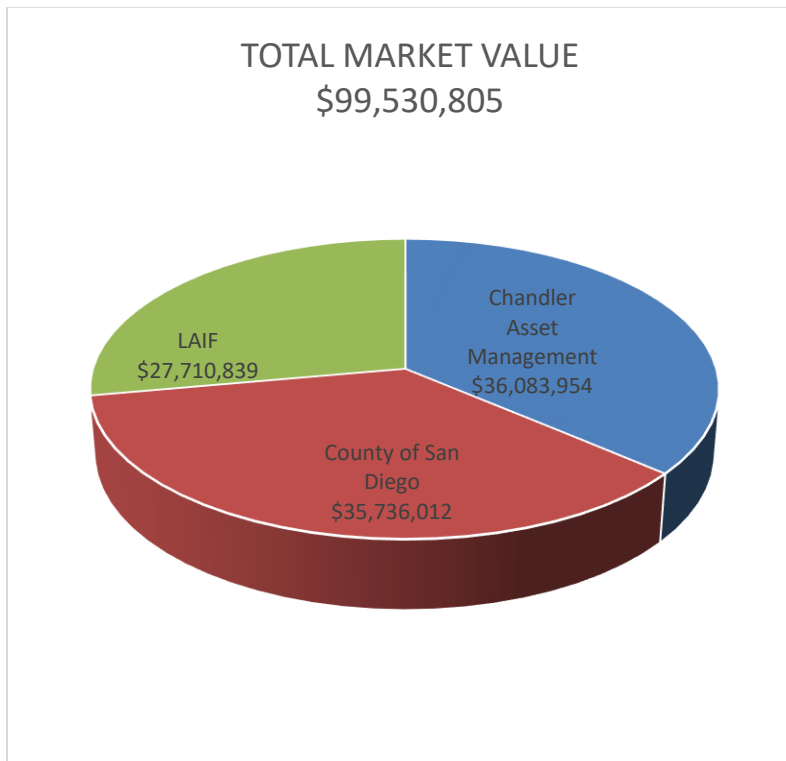
Table 2

Issuer/Manager	Book Value	Total Market Value ¹	Market YTM	% of Portfolio
Chandler Asset Management	37,306,813	36,083,954	2.33%	36.25%
County of San Diego	36,592,250	35,736,012	0.74%	35.90%
Local Agency Investment Fund	28,009,607	27,710,839 ²	0.37% ³	27.84%
Totals for March 31, 2022	\$101,908,670	\$99,530,805		100.00%

¹ includes accrued interest

² includes LAIF participation factor of 0.988753538

³ calculated on 30/360 basis



INVESTMENT PERFORMANCE BY ISSUER/MANAGER**For the Quarter Ended March 31, 2022****Table 3** **Total Market Value¹**

Issuer/Manager	3/31/22	12/31/21	Change	Period Return	Yield (Net) ³
Chandler Asset Management	\$36,083,954	\$37,200,376	(\$1,116,422)	-2.98%	NA
County of San Diego	\$35,736,012	\$36,386,047	(650,035)	0.16%	0.65%
Local Agency Investment Fund	\$27,710,839	\$12,477,594	\$15,233,245	0.08%	0.32%
Totals for March 31, 2022	\$99,530,805	\$86,064,017	\$13,466,788 ²	-1.86% ⁴	

¹ includes accrued interest² total include deposits and (withdrawals) of: 3/14/2022 \$8,000,000, 1/13/2022 \$7,500,000³ annualized⁴ weighted**Economic Update:**

“The Russian invasion into Ukraine and resulting Western sanctions on Russia have fueled volatility in financial markets. The latest escalation has exacerbated inflationary pressures, particularly in energy and commodities, and has caused tightening conditions in financial markets. While consumer spending and economic growth remain strong, we believe an extended conflict in Eastern Europe along with elevated energy prices increases the risk of an economic slowdown later this year. While we expect the Fed to tighten monetary policy, the FOMC has very little margin for error as it attempts to combat inflation without pushing the economy into a recession. Over the near-term, we expect financial market volatility to remain elevated and conditions to remain tighter with heightened geopolitical risk, supply chain bottlenecks and persistent inflation, and the Fed's pivot to less accommodative monetary policy.

The Federal Open Market Committee (FOMC) raised the federal funds rate by 0.25% at their March 16th meeting to a target range of 0.25% to 0.50%. The Federal Reserve also ended their bond-buying program as expected in March, which included the purchase of treasury and agency mortgage-backed securities. Fed Chair Powell suggested that balance sheet runoff could begin as early as their next meeting in May, sooner than previously anticipated, and that the pace of the unwind will likely be faster than in the previous quantitative tightening cycle. The dot plot favors six additional rate hikes in 2022, which implies a 25 basis point rate hike at each remaining meeting this year, but the Fed hasn't ruled out incorporating one or more 50 basis point hikes to address inflation. The FOMC's Summary of Economic Projections forecasts higher Personal Consumption Expenditure (PCE) inflation this year at 4.3% and a lower growth rate of 2.8% real GDP. We are anticipating additional rates hikes by the Fed this year, but we do not believe that monetary policy is on a pre-set course and expect the Fed's policy adjustments will depend on developments in the economy.

In March, yields increased dramatically and the curve continued to flatten. The 2-year Treasury yield increased 90 basis points to 2.34%, the 5-year Treasury yield increased 74 basis points to 2.46%, and the 10-year Treasury yield increased 51 basis points to 2.34%. The spread between the 2-year and 10-year Treasury yield declined to zero at March month-end versus 40 basis points at February month-end and 158 basis points one year ago. While the flat yield curve bears watching over the longer run, the spread between 3-month and 10-year treasuries is still steep at about 185 basis points, which indicates likely economic growth in the coming year.”¹

COMPLIANCE STATEMENT

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

FINANCIAL STATEMENT

Realized and unrealized gains for the period, reflected below, were \$114,097. These changes include changes in security market values, gain or loss from the sale of assets, accrued interest, and reinvested interest/earnings.

Table 4

Issuer/Manager	Gain/(Loss)
Chandler Asset Management	\$ 39,025
County of San Diego	58,831
LAIIF	16,241
Totals for March 31, 2022	\$ 114,097

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

STAFF CERTIFICATION

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

RECOMMENDATIONS

Accept and file the Investment Report for the quarter ended March 31, 2022.

¹ March 31, 2022 Chandler Asset Management Investment Report



City of National City

MONTHLY ACCOUNT STATEMENT

MARCH 1, 2022 THROUGH MARCH 31, 2022

Chandler Team:

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

Custodian

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

CHANDLER ASSET MANAGEMENT
chandlerasset.com

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



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.48
Average Coupon	1.28%
Average Purchase YTM	1.15%
Average Market YTM	2.33%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.70 yrs
Average Life	2.57 yrs

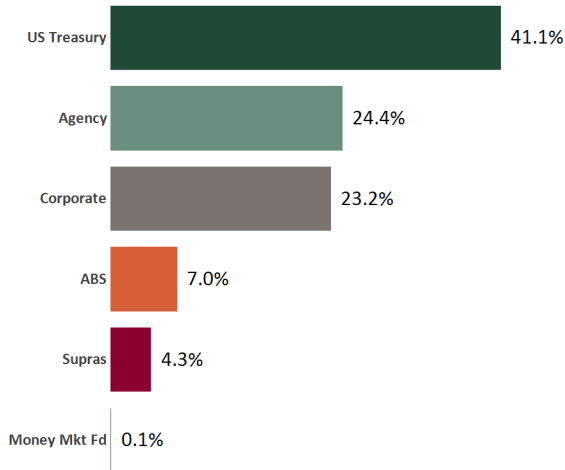
ACCOUNT SUMMARY

	Beg. Values as of 2/28/22	End Values as of 3/31/22
Market Value	36,603,839	35,994,168
Accrued Interest	107,370	89,786
Total Market Value	36,711,209	36,083,954
Income Earned	36,551	39,025
Cont/WD		-2,619
Par	37,052,856	37,106,793
Book Value	37,261,857	37,306,813
Cost Value	37,261,857	37,306,813

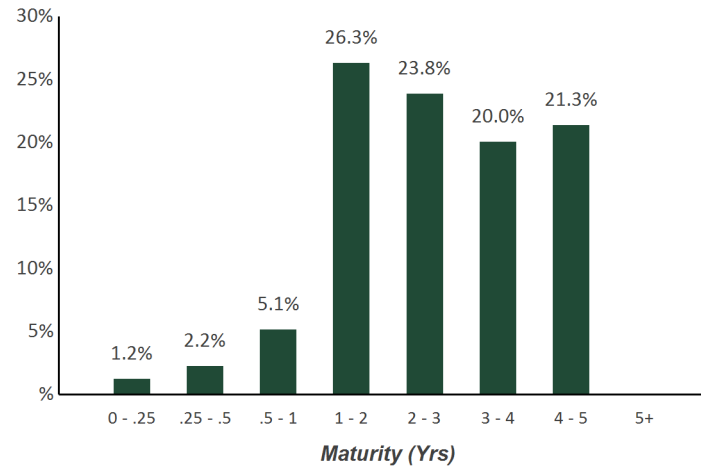
TOP ISSUERS

Government of United States	41.1%
Federal Home Loan Mortgage Corp	11.1%
Federal Home Loan Bank	6.7%
Federal National Mortgage Assoc	6.5%
Berkshire Hathaway	2.3%
Intl Bank Recon and Development	2.1%
Honda ABS	2.0%
Deere & Company	1.9%
Total	73.7%

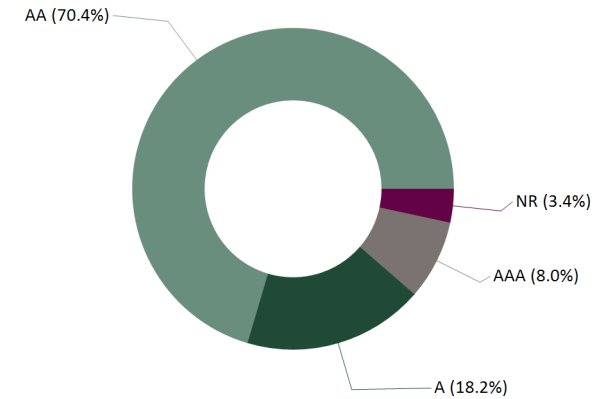
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	Annualized									
	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	2/29/2012	
City of National City	-1.70%	-2.98%	-2.98%	-3.33%	-1.12%	0.77%	1.13%	0.92%	0.91%	
ICE BofA 1-5 Yr US Treasury & Agency Index*	-1.86%	-3.16%	-3.16%	-3.65%	-1.72%	0.60%	0.91%	0.78%	0.77%	

*ICE BAML 1-3 Yr US Treasury/Agency Index to 12/31/2021

Statement of Compliance

As of March 31, 2022



City of National City

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

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

Reconciliation Summary

As of March 31, 2022



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$37,261,857.06
Acquisition		
+ Security Purchases	\$1,015,186.22	
+ Money Market Fund Purchases	\$735,503.73	
+ Money Market Contributions	\$58,613.91	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$1,809,303.86
Dispositions		
- Security Sales	\$870,133.52	
- Money Market Fund Sales	\$754,065.26	
- MMF Withdrawals	\$61,233.10	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$69,882.63	
Total Dispositions		\$1,755,314.51
Amortization/Accretion		
+/- Net Accretion	\$0.00	
		\$0.00
Gain/Loss on Dispositions		
+/- Realized Gain/Loss	(\$9,033.72)	
		(\$9,033.72)
ENDING BOOK VALUE		\$37,306,812.69

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$58,607.56
Acquisition		
Contributions	\$58,613.91	
Security Sale Proceeds	\$870,133.52	
Accrued Interest Received	\$2,131.15	
Interest Received	\$55,433.19	
Dividend Received	\$6.35	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$69,882.63	
Total Acquisitions	\$1,056,200.75	
Dispositions		
Withdrawals	\$61,233.10	
Security Purchase	\$1,015,186.22	
Accrued Interest Paid	\$962.15	
Total Dispositions	\$1,077,381.47	
ENDING BOOK VALUE		\$37,426.84

Income Earned

As of March 31, 2022



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
14913R2L0	Caterpillar Financial Service Note 0.45% Due 05/17/2024	05/10/2021 05/17/2021 405,000.00	404,457.30 0.00 0.00 404,457.30	526.50 0.00 678.38 151.88	0.00 0.00 0.00 151.88	151.88
24422EUR8	John Deere Capital Corp Note 3.45% Due 01/10/2024	03/14/2019 03/18/2019 400,000.00	408,860.00 0.00 0.00 408,860.00	1,955.00 0.00 3,105.00 1,150.00	0.00 0.00 0.00 1,150.00	1,150.00
24422EVN6	John Deere Capital Corp Note 0.45% Due 01/17/2024	03/01/2021 03/04/2021 275,000.00	274,804.75 0.00 0.00 274,804.75	151.25 0.00 254.38 103.13	0.00 0.00 0.00 103.13	103.13
3130A0F70	FHLB Note 3.375% Due 12/08/2023	01/30/2019 01/31/2019 525,000.00	540,734.25 0.00 0.00 540,734.25	4,085.16 0.00 5,561.72 1,476.56	0.00 0.00 0.00 1,476.56	1,476.56
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	Various Various 580,000.00	605,009.60 0.00 0.00 605,009.60	3,566.60 0.00 4,956.18 1,389.58	0.00 0.00 0.00 1,389.58	1,389.58
3130A2UW4	FHLB Note 2.875% Due 09/13/2024	10/29/2019 10/30/2019 300,000.00	315,474.00 0.00 0.00 315,474.00	4,025.00 4,312.50 431.25 718.75	0.00 0.00 0.00 718.75	718.75
3130A3KM5	FHLB Note 2.5% Due 12/09/2022	09/10/2019 09/13/2019 575,000.00	591,174.75 0.00 0.00 591,174.75	3,274.31 0.00 4,472.22 1,197.91	0.00 0.00 0.00 1,197.91	1,197.91
313379Q69	FHLB Note 2.125% Due 06/10/2022	06/20/2017 06/21/2017 400,000.00	607,110.00 0.00 202,370.00 404,740.00	2,868.75 1,086.12 2,620.83 838.20	0.00 0.00 0.00 838.20	838.20
3135G04Q3	FNMA Note 0.25% Due 05/22/2023	05/20/2020 05/22/2020 645,000.00	643,058.55 0.00 0.00 643,058.55	443.44 0.00 577.81 134.37	0.00 0.00 0.00 134.37	134.37



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3135G05G4	FNMA Note 0.25% Due 07/10/2023	07/08/2020 07/10/2020 560,000.00	558,796.00 0.00 0.00 558,796.00	198.33 0.00 315.00 116.67	0.00 0.00 0.00 116.67	116.67
3135G06H1	FNMA Note 0.25% Due 11/27/2023	11/23/2020 11/25/2020 580,000.00	579,338.80 0.00 0.00 579,338.80	378.61 0.00 499.44 120.83	0.00 0.00 0.00 120.83	120.83
3135G0X24	FNMA Note 1.625% Due 01/07/2025	01/16/2020 01/17/2020 625,000.00	623,050.00 0.00 0.00 623,050.00	1,523.44 0.00 2,369.79 846.35	0.00 0.00 0.00 846.35	846.35
3137EAEN5	FHLMC Note 2.75% Due 06/19/2023	11/26/2018 11/27/2018 275,000.00	271,889.75 0.00 0.00 271,889.75	1,512.50 0.00 2,142.71 630.21	0.00 0.00 0.00 630.21	630.21
3137EAEP0	FHLMC Note 1.5% Due 02/12/2025	06/04/2020 06/05/2020 625,000.00	652,443.75 0.00 0.00 652,443.75	494.79 0.00 1,276.04 781.25	0.00 0.00 0.00 781.25	781.25
3137EAER6	FHLMC Note 0.375% Due 05/05/2023	05/05/2020 05/07/2020 600,000.00	599,748.00 0.00 0.00 599,748.00	725.00 0.00 912.50 187.50	0.00 0.00 0.00 187.50	187.50
3137EAEV7	FHLMC Note 0.25% Due 08/24/2023	08/27/2020 08/31/2020 900,000.00	899,037.00 0.00 0.00 899,037.00	43.75 0.00 231.25 187.50	0.00 0.00 0.00 187.50	187.50
3137EAEX3	FHLMC Note 0.375% Due 09/23/2025	09/24/2020 09/25/2020 450,000.00	448,857.00 0.00 0.00 448,857.00	740.63 843.75 37.50 140.62	0.00 0.00 0.00 140.62	140.62
3137EAEY1	FHLMC Note 0.125% Due 10/16/2023	10/14/2020 10/16/2020 630,000.00	627,650.10 0.00 0.00 627,650.10	295.31 0.00 360.94 65.63	0.00 0.00 0.00 65.63	65.63

Income Earned

As of March 31, 2022



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3137EAEZ8	FHLMC Note 0.25% Due 11/06/2023	11/17/2020 11/18/2020 650,000.00	649,467.00 0.00 0.00 649,467.00	519.10 0.00 654.51 135.41	0.00 0.00 0.00 135.41	135.41
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 04/21/2025	02/17/2021 02/24/2021 80,000.00	79,998.54 0.00 0.00 79,998.54	6.00 18.00 6.00 18.00	0.00 0.00 0.00 18.00	18.00
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	09/22/2020 09/29/2020 250,000.00	249,963.28 0.00 0.00 249,963.28	33.40 77.08 33.40 77.08	0.00 0.00 0.00 77.08	77.08
43813RAC1	Honda Auto Receivables 2020-1 A3 1.61% Due 04/22/2024	02/19/2020 02/26/2020 47,890.49	51,978.00 0.00 4,096.91 47,881.09	23.25 69.75 21.42 67.92	0.00 0.00 0.00 67.92	67.92
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 05/15/2026	02/15/2022 02/23/2022 195,000.00	194,970.67 0.00 0.00 194,970.67	81.47 224.03 162.93 305.49	0.00 0.00 0.00 305.49	305.49
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 01/21/2026	11/16/2021 11/24/2021 120,000.00	119,974.70 0.00 0.00 119,974.70	29.33 88.00 29.33 88.00	0.00 0.00 0.00 88.00	88.00
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 08/15/2023	08/20/2019 08/27/2019 35,628.90	40,875.06 0.00 5,246.46 35,628.60	32.34 60.63 28.19 56.48	0.00 0.00 0.00 56.48	56.48
4581X0DZ8	Inter-American Dev Bank Note 0.5% Due 09/23/2024	09/15/2021 09/23/2021 505,000.00	504,626.30 0.00 0.00 504,626.30	1,108.19 1,262.50 56.11 210.42	0.00 0.00 0.00 210.42	210.42
459058GQ0	Intl. Bank Recon & Development Note 2.5% Due 03/19/2024	01/26/2021 01/28/2021 450,000.00	481,473.00 0.00 0.00 481,473.00	5,062.50 5,625.00 375.00 937.50	0.00 0.00 0.00 937.50	937.50

Income Earned

As of March 31, 2022



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
459058JM6	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	11/17/2020 11/24/2020 320,000.00	319,312.00 0.00 0.00 319,312.00	215.56 0.00 282.22 66.66	0.00 0.00 0.00 66.66	66.66
45950KCR9	International Finance Corp Note 1.375% Due 10/16/2024	07/12/2021 07/14/2021 300,000.00	308,070.00 0.00 0.00 308,070.00	1,546.88 0.00 1,890.63 343.75	0.00 0.00 0.00 343.75	343.75
46625HJE1	JP Morgan Chase Note 3.25% Due 09/23/2022	12/19/2019 12/24/2019 400,000.00	413,076.00 0.00 0.00 413,076.00	5,705.56 6,500.00 288.89 1,083.33	0.00 0.00 0.00 1,083.33	1,083.33
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	07/16/2019 07/24/2019 29,674.18	35,351.28 0.00 5,683.40 29,667.88	34.73 65.12 29.15 59.54	0.00 0.00 0.00 59.54	59.54
47787JAC2	John Deere Owner Trust 2022-A A3 2.32% Due 09/16/2026	03/10/2022 03/16/2022 150,000.00	0.00 149,966.82 0.00 149,966.82	0.00 0.00 145.00 145.00	0.00 0.00 0.00 145.00	145.00
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	07/14/2020 07/22/2020 62,227.02	67,248.76 0.00 5,031.22 62,217.54	15.25 28.59 14.10 27.44	0.00 0.00 0.00 27.44	27.44
47788UAC6	John Deere Owner Trust 2021-A A3 0.36% Due 09/15/2025	03/02/2021 03/10/2021 115,000.00	114,977.90 0.00 0.00 114,977.90	18.40 34.50 18.40 34.50	0.00 0.00 0.00 34.50	34.50
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 08/15/2024	03/04/2020 03/11/2020 114,986.55	123,901.89 0.00 8,922.36 114,979.53	60.58 113.58 56.22 109.22	0.00 0.00 0.00 109.22	109.22
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 03/16/2026	07/13/2021 07/21/2021 135,000.00	134,987.96 0.00 0.00 134,987.96	31.20 58.50 31.20 58.50	0.00 0.00 0.00 58.50	58.50



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	06/22/2021 06/29/2021 155,000.00	154,988.30 0.00 0.00 154,988.30	27.56 51.67 27.56 51.67	0.00 0.00 0.00 51.67	51.67
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 07/15/2024	10/16/2019 10/23/2019 176,427.69	193,562.70 0.00 17,144.32 176,418.38	166.04 311.33 151.34 296.63	0.00 0.00 0.00 296.63	296.63
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 07/28/2022	04/24/2018 04/26/2018 400,000.00	385,792.00 0.00 0.00 385,792.00	898.33 0.00 1,715.00 816.67	0.00 0.00 0.00 816.67	816.67
69371RR40	Paccar Financial Corp Note 0.5% Due 08/09/2024	08/03/2021 08/09/2021 155,000.00	154,916.30 0.00 0.00 154,916.30	47.36 0.00 111.94 64.58	0.00 0.00 0.00 64.58	64.58
78015K7H1	Royal Bank of Canada Note 1.15% Due 06/10/2025	11/16/2021 11/18/2021 500,000.00	496,035.00 0.00 0.00 496,035.00	1,293.75 0.00 1,772.92 479.17	0.00 0.00 0.00 479.17	479.17
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 07/15/2024	06/29/2021 07/12/2021 65,000.00	64,966.85 0.00 0.00 64,966.85	51.91 0.00 85.76 33.85	0.00 0.00 0.00 33.85	33.85
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 03/18/2024	Various Various 485,000.00	487,196.50 0.00 0.00 487,196.50	1,646.98 1,818.75 131.35 303.12	0.00 0.00 0.00 303.12	303.12
808513BY0	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 03/03/2027	03/01/2022 03/03/2022 80,000.00	0.00 79,913.60 0.00 79,913.60	0.00 0.00 152.44 152.44	0.00 0.00 0.00 152.44	152.44
857477BR3	State Street Bank Callable Note Cont 2/6/2025 1.746% Due 02/06/2026	02/02/2022 02/07/2022 125,000.00	125,000.00 0.00 0.00 125,000.00	145.50 0.00 327.38 181.88	0.00 0.00 0.00 181.88	181.88



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
87612EBM7	Target Corp Callable Note Cont 12/15/2026 1.95% Due 01/15/2027	01/19/2022 01/24/2022 215,000.00	214,634.50 0.00 0.00 214,634.50	430.90 0.00 780.27 349.37	0.00 0.00 0.00 349.37	349.37
89114TZG0	Toronto-Dominion Bank Note 1.25% Due 09/10/2026	11/17/2021 11/19/2021 500,000.00	489,720.00 0.00 0.00 489,720.00	2,968.75 3,125.00 364.58 520.83	0.00 0.00 0.00 520.83	520.83
89232HAC9	Toyota Auto Receivable Own 2020-A A3 1.66% Due 05/15/2024	06/17/2020 06/19/2020 159,287.69	177,416.43 0.00 14,457.66 162,958.77	127.95 239.90 117.52 229.47	0.00 0.00 0.00 229.47	229.47
89236TFS9	Toyota Motor Credit Corp Note 3.35% Due 01/08/2024	05/20/2019 05/22/2019 400,000.00	411,444.00 0.00 0.00 411,444.00	1,972.78 0.00 3,089.44 1,116.66	0.00 0.00 0.00 1,116.66	1,116.66
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 01/15/2025	10/06/2020 10/13/2020 100,000.00	99,981.37 0.00 0.00 99,981.37	15.56 29.17 15.56 29.17	0.00 0.00 0.00 29.17	29.17
89237VAB5	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	07/21/2020 07/27/2020 133,243.36	142,854.09 0.00 9,620.98 133,233.11	27.94 52.38 26.06 50.50	0.00 0.00 0.00 50.50	50.50
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 05/15/2025	02/02/2021 02/08/2021 290,000.00	289,946.18 0.00 0.00 289,946.18	33.51 62.83 33.51 62.83	0.00 0.00 0.00 62.83	62.83
91159HHX1	US Bancorp Callable Note Cont 6/28/2024 2.4% Due 07/30/2024	03/25/2021 03/29/2021 450,000.00	475,276.50 0.00 0.00 475,276.50	930.00 0.00 1,830.00 900.00	0.00 0.00 0.00 900.00	900.00
9128282A7	US Treasury Note 1.5% Due 08/15/2026	Various Various 1,000,000.00	1,019,062.50 0.00 0.00 1,019,062.50	580.11 0.00 1,864.64 1,284.53	0.00 0.00 0.00 1,284.53	1,284.53



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
9128284D9	US Treasury Note 2.5% Due 03/31/2023	12/27/2018 12/28/2018 450,000.00	448,505.86 0.00 0.00 448,505.86	4,697.80 5,625.00 30.74 957.94	0.00 0.00 0.00 957.94	957.94
9128284Z0	US Treasury Note 2.75% Due 08/31/2025	06/17/2021 06/18/2021 675,000.00	732,111.33 0.00 0.00 732,111.33	50.44 0.00 1,614.13 1,563.69	0.00 0.00 0.00 1,563.69	1,563.69
9128286L9	US Treasury Note 2.25% Due 03/31/2026	10/25/2021 10/26/2021 1,000,000.00	1,050,234.38 0.00 0.00 1,050,234.38	9,395.60 11,250.00 61.48 1,915.88	0.00 0.00 0.00 1,915.88	1,915.88
912828P46	US Treasury Note 1.625% Due 02/15/2026	Various Various 1,300,000.00	1,303,801.76 0.00 0.00 1,303,801.76	816.99 0.00 2,626.04 1,809.05	0.00 0.00 0.00 1,809.05	1,809.05
912828R36	US Treasury Note 1.625% Due 05/15/2026	10/25/2021 10/26/2021 1,000,000.00	1,022,500.00 0.00 0.00 1,022,500.00	4,758.29 0.00 6,149.86 1,391.57	0.00 0.00 0.00 1,391.57	1,391.57
912828V98	US Treasury Note 2.25% Due 02/15/2027	03/29/2022 03/30/2022 360,000.00	0.00 355,387.50 0.00 355,387.50	0.00 (962.15) 1,006.91 44.76	0.00 0.00 0.00 44.76	44.76
912828W71	US Treasury Note 2.125% Due 03/31/2024	12/05/2019 12/06/2019 225,000.00	229,640.63 0.00 0.00 229,640.63	1,996.57 2,390.63 13.06 407.12	0.00 0.00 0.00 407.12	407.12
912828WE6	US Treasury Note 2.75% Due 11/15/2023	07/22/2019 07/23/2019 600,000.00	624,000.00 0.00 0.00 624,000.00	4,831.49 0.00 6,244.48 1,412.99	0.00 0.00 0.00 1,412.99	1,412.99
912828ZD5	US Treasury Note Due 03/15/2023	03/24/2020 03/25/2020 0.00	676,476.56 0.00 676,476.56 0.00	1,556.98 1,707.53 0.00 150.55	0.00 0.00 0.00 150.55	150.55

Income Earned

As of March 31, 2022



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912828ZT0	US Treasury Note 0.25% Due 05/31/2025	02/25/2021 02/26/2021 675,000.00	665,112.30 0.00 0.00 665,112.30	421.88 0.00 565.59 143.71	0.00 0.00 0.00 143.71	143.71
91282CAM3	US Treasury Note 0.25% Due 09/30/2025	Various Various 1,000,000.00	970,800.79 0.00 0.00 970,800.79	1,043.96 1,250.00 6.84 212.88	0.00 0.00 0.00 212.88	212.88
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	11/29/2021 11/30/2021 650,000.00	629,535.16 0.00 0.00 629,535.16	543.16 0.00 682.32 139.16	0.00 0.00 0.00 139.16	139.16
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	Various Various 800,000.00	780,535.15 0.00 0.00 780,535.15	750.00 0.00 1,005.49 255.49	0.00 0.00 0.00 255.49	255.49
91282CBA8	US Treasury Note 0.125% Due 12/15/2023	12/28/2020 12/29/2020 700,000.00	698,824.22 0.00 0.00 698,824.22	182.69 0.00 257.21 74.52	0.00 0.00 0.00 74.52	74.52
91282CBE0	US Treasury Note 0.125% Due 01/15/2024	01/28/2021 01/29/2021 550,000.00	548,990.23 0.00 0.00 548,990.23	85.46 0.00 144.34 58.88	0.00 0.00 0.00 58.88	58.88
91282CBV2	US Treasury Note 0.375% Due 04/15/2024	04/29/2021 04/30/2021 650,000.00	650,583.98 0.00 0.00 650,583.98	917.41 0.00 1,125.00 207.59	0.00 0.00 0.00 207.59	207.59
91282CCG4	US Treasury Note 0.25% Due 06/15/2024	06/24/2021 06/25/2021 300,000.00	298,160.16 0.00 0.00 298,160.16	156.59 0.00 220.47 63.88	0.00 0.00 0.00 63.88	63.88
91282CCT6	US Treasury Note 0.375% Due 08/15/2024	12/15/2021 12/16/2021 800,000.00	789,000.00 0.00 0.00 789,000.00	116.02 0.00 372.93 256.91	0.00 0.00 0.00 256.91	256.91

Income Earned

As of March 31, 2022



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CDG3	US Treasury Note 1.125% Due 10/31/2026	11/18/2021 11/19/2021 1,000,000.00	995,507.81 0.00 0.00 995,507.81	3,760.36 0.00 4,723.76 963.40	0.00 0.00 0.00 963.40	963.40
91282CDH1	US Treasury Note 0.75% Due 11/15/2024	11/29/2021 11/30/2021 650,000.00	648,324.22 0.00 0.00 648,324.22	1,427.49 0.00 1,844.96 417.47	0.00 0.00 0.00 417.47	417.47
91282CDK4	US Treasury Note 1.25% Due 11/30/2026	12/22/2021 12/23/2021 1,000,000.00	1,001,601.56 0.00 0.00 1,001,601.56	3,125.00 0.00 4,189.56 1,064.56	0.00 0.00 0.00 1,064.56	1,064.56
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 05/15/2026	11/24/2021 11/29/2021 500,000.00	490,095.00 0.00 0.00 490,095.00	1,693.06 0.00 2,172.22 479.16	0.00 0.00 0.00 479.16	479.16
931142ERO	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 09/17/2026	09/08/2021 09/17/2021 80,000.00	79,848.80 0.00 0.00 79,848.80	382.67 420.00 32.67 70.00	0.00 0.00 0.00 70.00	70.00
			37,203,249.50	107,369.94	0.00	
			1,015,186.22	56,602.19	0.00	
			949,049.87	89,786.15	0.00	
Total Fixed Income		37,069,365.88	37,269,385.85	39,018.40	39,018.40	39,018.40



COUNTY OF SAN DIEGO INVESTMENT POOL
TREASURY INVESTMENT RESULTS

MAR
2022

PARTICIPANT CASH BALANCES

County of San Diego Pooled Money Fund

As of March 31, 2022

(\$000)

PARTICIPANT	FMV 01/31/22	FMV 02/28/22	FMV 03/31/22	% of Total	PARTICIPANT	FMV 01/31/22	FMV 02/28/22	FMV 03/31/22	% of Total
COUNTY	1,640,611	1,696,564	2,076,034	15.88%	Lakeside FPD	11,577	12,148	11,024	0.08%
COUNTY - SPECIAL TRUST FUNDS	2,442,482	2,418,710	2,337,729	17.88%	Leucadia Wastewater District	3,000	3,016	2,960	0.02%
NON-COUNTY INVESTMENT FUNDS	139,730	153,804	153,925	1.18%	Lower Sweetwater FPD	682	575	575	0.00%
SCHOOLS - (K THRU 12)	6,357,151	6,145,537	5,877,986	44.96%	Metropolitan Transit System	45,168	54,139	41,068	0.31%
					Mission Resource Conservation District	114	109	108	0.00%
COMMUNITY COLLEGES					North County Transit District	42,953	43,176	42,379	0.32%
San Diego	231,981	222,434	203,620	1.57%	North County Cemetery District	8,529	8,814	8,725	0.07%
Grossmont-Cuyamaca	230,569	228,178	219,247	1.68%	North County Dispatch	5,009	4,736	5,382	0.04%
MiraCosta	326,980	313,916	300,559	2.30%	North County FPD	6,790	6,482	5,892	0.05%
Palomar	259,431	250,411	248,492	1.90%	Otay Water District	56,054	56,344	55,304	0.42%
Southwestern	436,851	417,946	401,756	3.07%	Palomar Health Care District*	0	0	0	0.00%
Total Community Colleges	1,485,812	1,432,884	1,373,673	10.51%	Pomerado Cemetery District	2,386	2,391	2,208	0.02%
					Public Agencies Self-Insurance System	3,486	3,504	3,439	0.03%
FIRST 5 COMMISSION	41,905	47,346	48,078	0.37%	Ramona Cemetery District	1,151	1,120	1,070	0.01%
SANCAL	0	0	0	0.00%	Rancho Santa Fe FPD	12,310	11,736	9,653	0.07%
SDCERA	2,136	7,772	2,051	0.02%	Resource Conservation District of Greater SD*	0	0	0	0.00%
					Rincon del Diablo Municipal Water District	6,805	6,840	6,714	0.05%
CITIES					SANDAG	142,077	133,677	112,765	0.86%
Chula Vista	81,508	81,930	41,353	0.32%	SD County Regional Airport Authority	502,102	506,522	484,395	3.71%
Coronado	81,858	82,283	80,764	0.62%	San Diego Housing Commission	22,064	22,179	21,769	0.17%
Del Mar	2,761	2,775	2,724	0.02%	San Diego Geographic Information Source	484	701	582	0.00%
El Cajon	0	0	0	0.00%	San Diego Law Library	5,596	5,634	5,508	0.04%
Encinitas	1,214	1,220	1,198	0.01%	San Diego Local Agency Formation Comm	1,752	1,671	1,569	0.01%
National City	36,220	36,408	35,736	0.27%	San Diego Regional Training Center	846	913	750	0.01%
Oceanside*	0	0	0	0.00%	San Dieguito River Park	1,023	982	850	0.01%
Solana Beach*	0	0	0	0.00%	San Marcos FPD	1	1	1	0.00%
Vista	40,583	53,977	48,781	0.37%	San Miguel Consolidated FPD	21,926	22,660	21,642	0.17%
INDEPENDENT AGENCIES					Santa Fe Irrigation District	4,492	4,515	4,432	0.03%
Air Pollution Control District	77,182	76,735	74,324	0.57%	Serra Cooperative Library System	0	0	0	0.00%
Alpine FPD	2,816	2,753	2,527	0.02%	Upper San Luis Rey Resource Conserv Dist	84	85	84	0.00%
Bonita-Sunnyside FPD	6,118	6,296	5,839	0.04%	Vallecitos Water District	5,518	5,546	5,444	0.04%
Borrego Springs FPD	1,358	1,325	1,208	0.01%	Valley Center FPD	2,128	2,051	1,886	0.01%
Canebrake County Water District	54	55	54	0.00%	Valley Center Cemetery District	450	454	446	0.00%
Deer Springs FPD	14,678	13,798	13,608	0.10%	Valley Center Water District	26,103	26,139	30,837	0.24%
Fallbrook Public Utility District	0	0	0	0.00%	Vista FPD	5,111	5,137	5,042	0.04%
Grossmont Healthcare District	2	2	2	0.00%	Whispering Palms Community Services District*	0	0	0	0.00%
Julian-Cuyamaca FPD	519	522	512	0.00%					
Lake Cuyamaca Rec & Park District	133	542	491	0.00%	Total Voluntary Participants	1,338,819	1,369,737	1,253,755	9.59%
					Pooled Money Fund Total	\$ 13,404,606	\$ 13,217,236	\$ 13,073,102	100.00%

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

Below is the market price for March 2022.

National City		Pool YTM: 0.74			
Conversion of Oracle Cash Balance to COSD Pool Market Price					
Month Ended March 31st, 2022					
		Current Month	Prior Month	Prior Quarter	Prior Year
		3/31/2022	2/28/2022	12/31/2021	3/31/2021
COSD Pool Market Price		97.660%	99.497%	99.597%	100.002%
COSD Pool Market Value		13,073,101,744	13,217,235,607	14,428,414,435	11,558,839,912
National City percentage of MV share in COSD Pool		0.2734%	0.2755%	0.2522%	0.3143%
Fund Description	Oracle Cash Balance	Market Value	Market Value	Market Value	Market Value
44077 NATIONAL CITY INVESTMENT FUND	36,592,250	35,736,012	36,408,231	36,386,047	36,332,456
Total for National City	36,592,250	35,736,012	36,408,231	36,386,047	36,332,456

Thank you,



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

Below is the market price for February 2022.

National City Conversion of Oracle Cash Balance to COSD Pool Market Price Month Ended february 28th, 2022		Pool YTM: 0.7			
		Current Month 2/28/2022	Prior Month 1/31/2022	Prior Quarter 11/30/2021	Prior Year 2/28/2021
COSD Pool Market Price		99.497%	98.984%	99.249%	100.497%
COSD Pool Market Value		13,217,235,607	13,404,605,808	12,084,770,571	11,129,461,448
National City percentage of MV share in COSD Pool		0.2755%	0.2702%	0.3000%	0.3281%
Fund Description	Oracle Cash Balance	Market Value	Market Value	Market Value	Market Value
44077 NATIONAL CITY INVESTMENT FUND	36,592,250	36,408,231	36,220,476	36,259,234	36,512,117
Total for National City	36,592,250	36,408,231	36,220,476	36,259,234	36,512,117

Thank you,



Erin Lahti
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San Diego County Treasurer-Tax Collector's Office
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Below is the market price for January 2022.

National City		Pool YTM: 0.67			
Conversion of Oracle Cash Balance to COSD Pool Market Price					
Month Ended January 31st, 2022					
		Current Month	Prior Month	Prior Quarter	Prior Year
		1/31/2022	12/31/2021	10/31/2021	1/31/2021
COSD Pool Market Price		98.984%	99.597%	99.454%	100.240%
COSD Pool Market Value		13,404,605,808	14,428,414,435	11,389,552,243	11,574,711,077
National City percentage of MV share in COSD Pool		0.2702%	0.2522%	0.3190%	0.3142%
Fund Description	Oracle Cash Balance	Market Value	Market Value	Market Value	Market Value
44077 NATIONAL CITY INVESTMENT FUND	36,592,250	36,220,476	36,386,047	36,334,037	36,368,995
Total for National City	36,592,250	36,220,476	36,386,047	36,334,037	36,368,995

Thank you,



Erin Lahti
 Investment Analyst
 San Diego County Treasurer-Tax Collector's Office
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California State Treasurer
Fiona Ma, CPA



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

April 19, 2022

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CITY OF NATIONAL CITY

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

[Tran Type Definitions](#)

March 2022 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
3/14/2022	3/14/2022	RD	1698973	N/A	RACHELLE BARRERA	8,000,000.00

Account Summary

Total Deposit:	8,000,000.00	Beginning Balance:	20,009,607.18
Total Withdrawal:	0.00	Ending Balance:	28,009,607.18

California State Treasurer *Fiona Ma, CPA*



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

March 24, 2022

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CITY OF NATIONAL CITY

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

[Tran Type Definitions](#)

February 2022 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	20,009,607.18
Total Withdrawal:	0.00	Ending Balance:	20,009,607.18

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
 P.O. Box 942809
 Sacramento, CA 94209-0001
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February 17, 2022

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CITY OF NATIONAL CITY

[Tran Type Definitions](#)

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

January 2022 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
1/13/2022	1/12/2022	RD	1693463	N/A	RACHELLE BARRERA	7,500,000.00
1/14/2022	1/13/2022	QRD	1695676	N/A	SYSTEM	8,754.49

Account Summary

Total Deposit:	7,508,754.49	Beginning Balance:	12,500,852.69
Total Withdrawal:	0.00	Ending Balance:	20,009,607.18



BETTY T. YEE
California State Controller

**LOCAL AGENCY INVESTMENT FUND
 REMITTANCE ADVICE**

Agency Name

NATIONAL CITY

As of 04/15/2022, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 03/31/2022.

Earnings Ratio		.00000875657176851
Interest Rate		0.32%
Dollar Day Total	\$	1,854,750,837.83
Quarter End Principal Balance	\$	28,009,607.18
Quarterly Interest Earned	\$	16,241.26



State of California Pooled Money Investment Account Market Valuation 3/31/2022

Description	Carrying Cost Plus Accrued Interest Purch.	Amortized Cost	Fair Value	Accrued Interest
United States Treasury:				
Bills	\$ 46,438,364,881.91	\$ 46,462,802,161.83	\$ 46,366,792,000.00	NA
Notes	\$ 91,137,412,378.62	\$ 91,123,228,383.84	\$ 89,180,593,000.00	\$ 117,562,034.00
Federal Agency:				
SBA	\$ 329,037,520.12	\$ 329,037,520.12	\$ 329,497,596.82	\$ 138,923.93
MBS-REMICs	\$ 5,703,902.13	\$ 5,703,902.13	\$ 5,844,529.41	\$ 25,924.77
Debentures	\$ 8,923,276,985.63	\$ 8,922,590,857.86	\$ 8,805,155,700.00	\$ 8,519,115.80
Debentures FR	\$ -	\$ -	\$ -	\$ -
Debentures CL	\$ 700,000,000.00	\$ 700,000,000.00	\$ 672,254,000.00	\$ 905,027.00
Discount Notes	\$ 24,949,939,687.37	\$ 24,960,712,979.03	\$ 24,906,670,000.00	NA
Supranational Debentures	\$ 2,065,258,478.33	\$ 2,065,258,478.33	\$ 2,004,805,500.00	\$ 5,592,972.00
Supranational Debentures FR	\$ -	\$ -	\$ -	\$ -
CDs and YCDs FR	\$ -	\$ -	\$ -	\$ -
Bank Notes	\$ -	\$ -	\$ -	\$ -
CDs and YCDs	\$ 15,335,000,000.00	\$ 15,335,000,000.00	\$ 15,320,961,230.66	\$ 9,972,225.03
Commercial Paper	\$ 12,697,608,013.77	\$ 12,705,537,708.34	\$ 12,693,180,684.70	NA
Corporate:				
Bonds FR	\$ -	\$ -	\$ -	\$ -
Bonds	\$ 424,349,911.03	\$ 424,107,855.47	\$ 409,797,860.00	\$ 1,877,396.95
Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
Time Deposits	\$ 4,135,000,000.00	\$ 4,135,000,000.00	\$ 4,135,000,000.00	NA
PMIA & GF Loans	\$ 756,663,000.00	\$ 756,663,000.00	\$ 756,663,000.00	NA
TOTAL	\$ 207,897,614,758.91	\$ 207,925,642,846.95	\$ 205,587,215,101.59	\$ 144,593,619.48

Fair Value Including Accrued Interest

\$ 205,731,808,721.07

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

The value of each participating dollar equals the fair value divided by the amortized cost (0.988753538). As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$19,775,070.77 or \$20,000,000.00 x 0.988753538.



California State Treasurer
Fiona Ma, CPA



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POOLED MONEY INVESTMENT ACCOUNT

PMIA Average Monthly Effective Yields

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

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2021	0.458	0.407	0.357	0.339	0.315	0.262	0.221	0.221	0.206	0.203	0.203	0.212
2022	0.234	0.278	0.365									

The following page(s) contain the backup material for Agenda Item: [Warrant Register #40 for the period of 4/01/22 through 4/07/22 in the amount of \\$3,154,071.87. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: May 17, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #40 for the period of 4/01/22 through 4/07/22 in the amount of \$3,154,071.87.
(Finance)

PREPARED BY: Karla Apalategui, Senior Accountant Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 4/01/22 - 4/07/22. 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>
Atlantic Diving Supply	357396	218,160.27	Skywatch Bundle Package
Kaiser FH Plan	357413	217,281.17	April2022 – Grp#104220
Innovate Construction	357437	57,207.50	CIP 19-02 ET/LP

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$3,154,071.87.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify Warrants Totaling \$3,154,071.87.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 40



WARRANT REGISTER # 40
4/7/2022

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACE UNIFORMS & ACCESSORIES INC	UNIFORM AND ACCESSORIES / PD	357393	4/5/22	6,954.20
ACOSTA	ADMINISTRATIVE LEAVE PYMNT-EMP	357394	4/5/22	646.72
AK & COMPANY	STATE MANDATED CLAIMS PREP	357395	4/5/22	3,500.00
ATLANTIC DIVING SUPPLY, INC	SKYWATCH BUNDLE PACKAGE	357396	4/5/22	218,160.27
BRINK'S INCORPORATED	TRANSPORTATION - BILLING PERIOD 3/1-31/22	357397	4/5/22	331.29
C A P F	MARCH 2022 - FIRE LTD	357398	4/5/22	1,150.50
CALIFORNIA LAW ENFORCEMENT	MARCH 2022 - PD LTD	357399	4/5/22	2,058.50
CITY OF NATIONAL CITY	CITY SERVICES~ GEORGE H WATERS BUSINESS	357400	4/5/22	4.00
DELTA DENTAL	MARCH 2022 - GRP #05-0908600000	357401	4/5/22	14,739.59
DELTA DENTAL INSURANCE CO	MARCH 2022 - GRP #05-7029600000	357402	4/5/22	2,025.60
DION	CITATION REFUNDS - FEBRUARY 2022	357403	4/5/22	50.00
GOVERNMENT FINANCE	GFOA RENEWAL FOR M BRENNAN, R BARRERA	357404	4/5/22	81.00
HINDERLITER DE LLAMAS	AUDIT SVCS - SALES TAX Q2/2021	357405	4/5/22	37,940.33
HINDERLITER DE LLAMAS	AUDIT SVCS - SALES TAX Q4/2020	357406	4/5/22	22,373.71
HINDERLITER DE LLAMAS	AUDIT SVCS - TRANSACTIONS TAX Q4/2020	357407	4/5/22	4,506.29
HINDERLITER DE LLAMAS	AUDIT SVCS - SALES TAX Q1/2021	357408	4/5/22	3,945.48
HINDERLITER DE LLAMAS	CONTRACT SVCS - SALES TAX Q4/2020	357409	4/5/22	2,025.00
HINDERLITER DE LLAMAS	CONTRACT SVCS - SALES TAX(OCT THRU DEC 2	357410	4/5/22	2,025.00
HINDERLITER DE LLAMAS	CONTRACT SVCS - SALES TAX Q1/2021	357411	4/5/22	2,025.00
HINDERLITER DE LLAMAS	AUDIT SVCS- TRANSACTION TAX	357412	4/5/22	945.44
KAISER FOUNDATION HEALTH PLAN	APRIL 2022 - GRP #104220	357413	4/5/22	217,281.17
LASER SAVER INC	MOP#45725 PRINTER CONSUMABLES/ FINANCE	357414	4/5/22	173.95
LKQ PICK YOUR PART	CITATION REFUNDS - FEBRUARY 2022	357415	4/5/22	190.00
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES- PW	357416	4/5/22	2,582.46
RODRIGUEZ	CITATION REFUNDS - FEBRUARY 2022	357417	4/5/22	35.00
SASI	REF #119714	357418	4/5/22	58.00
SOLANA CENTER FOR	RSWA-SB1383 SUPPORT SVCS BILLING PERIOD	357419	4/5/22	15,795.00
THE COUNSELING TEAM INTERNATIO	EMPLOYEE SUPPORT SERVICES	357420	4/5/22	150.00
THE PUN GROUP LLP	PROGRESS BILLING#3 - AUDIT FOR YR ENDED	357421	4/5/22	14,467.00
U S BANK	CREDIT CARD EXPENSE/FINANCE CSMFO	357422	4/5/22	1,090.00
VILLA	CITATION REFUNDS - FEBRUARY 2022	357423	4/5/22	130.00
VISION SERVICE PLAN	MARCH 2022 - VISION SERVICE PLAN (CA) ST	357424	4/5/22	774.84
WHITAKER BROTHERS	LPM5650P PURPLE RIBBON FOR TIME/DATE STAMP	357425	4/5/22	93.30
WOODRUFF, SPRADLIN & SMART APC	RSWA - GENERAL MGR MONTHLY INV FOR MARCH	357426	4/5/22	2,750.00
CARDOZA	TRAINING REIM FORCE SCIENCE	357427	4/5/22	1,183.40
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY22	357428	4/6/22	13,775.08
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY22	357429	4/6/22	881.92
CALIFA GROUP	CALIFA BROADBAND FOR FY22	357430	4/6/22	6,059.40
COUNTY OF SAN DIEGO	NEXTGEN REGIONAL COMMUNICATIONS SYSTEM	357431	4/6/22	14,384.36
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR FY22	357432	4/6/22	796.52
DE LAGE LANDEN	LEASE 20 SHARP COPIERS FOR FY21.	357433	4/6/22	2,939.63
DELL MARKETING L P	DELL 27 4K USB-C MONITORS P2721Q	357434	4/6/22	1,111.83
ESRI INC	ARCGIS ANNUAL RENEWAL~	357435	4/6/22	13,815.07
IBM	IBM MQ PVU ANNUAL SW SUBSCRIPTION	357436	4/6/22	2,390.61
INNOVATIVE CONSTRUCTION	CIP 19-02 ET/LP	357437	4/6/22	57,207.50
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES- PW	357439	4/6/22	8,645.29
SHARP ELECTRONICS CORPORATION	MAINTENANCE 20 SHARP COPIERS FOR FY22	357440	4/6/22	2,202.15



WARRANT REGISTER # 40
4/7/2022

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SWAGIT PRODUCTION LLC	SWAGIT WEBCAST FY22	357441	4/6/22	1,920.83
U S BANK	FARGO ID PRINTER RIBBON	357442	4/6/22	3,672.89
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY22	357443	4/6/22	12,712.95
ACE UNIFORMS & ACCESSORIES INC	UNIFORM AND ACCESSORIES FOR FY22	357444	4/7/22	6,802.24
ACOSTA	REIMBURSEMENT FOR SAFETY SHOES	357445	4/7/22	200.00
ALDEMCO	FOOD / NUTRITION CENTER	357446	4/7/22	1,914.35
ALL FRESH PRODUCTS	FOOD / NUTRITION CENTER	357447	4/7/22	896.74
ALTEC INDUSTRIES INC	CONTROLLER COMPONENT~	357448	4/7/22	2,251.51
APS LIGHTING & SAFETY PRODUCTS	1050A, LED SIGNAL STAT M/C 2 1/2 " LAMP	357449	4/7/22	309.40
CAMACHO	TRAINING REIM INTRN AFFRS INV	357450	4/7/22	224.93
CARLOMAGNO	TRAINING REIM K9 CASE LAW	357451	4/7/22	224.90
CASTILLO	SENIOR SATURDAYS DJ SERVICE	357452	4/7/22	1,600.00
CASTILLO	SENIOR SATURDAYS DJ & ENTERTAINMENT SERVC	357453	4/7/22	1,600.00
CENTER FOR PUBLIC SAFETY	PD STUDY	357454	4/7/22	14,061.13
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES- PW	357455	4/7/22	302.84
CODDINGTON LOCK AND SECURITY	CITYWIDE ON-SITE ELECTRONIC DOOR, LOCK	357456	4/7/22	10,924.88
CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICALS	357457	4/7/22	531.00
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2022	357458	4/7/22	936.23
DEVANEY PATE MORRIS & CAMERON	LIABILITY CLAIM COST	357459	4/7/22	3,200.00
DEVANEY PATE MORRIS & CAMERON	LIABILITY CLAIM COST	357460	4/7/22	2,825.00
DEVANEY PATE MORRIS & CAMERON	LIABILITY CLAIM COST	357461	4/7/22	2,700.00
DEVANEY PATE MORRIS & CAMERON	LIABILITY CLAIM COST	357462	4/7/22	225.00
DISCOUNT SPECIALTY CHEMICALS	ROUGH TOUGH SCRUBS	357463	4/7/22	269.56
D-MAX ENGINEERING INC	CIP 22-07 NC TECH SUPPORT FOR PV CREEK	357464	4/7/22	2,870.00
GONZALES	/ PDTRAINING ADV SUB RPT WRTNG INSTR	357465	4/7/22	543.33
GONZALES	TRAINING REIM SLI 2 / PD	357466	4/7/22	219.80
HAAKER EQUIPMENT COMPANY	LOWER CLAMP CHA / PW	357467	4/7/22	161.50
HUDSON SAFE-T-LITE	CONCRETE IN A CAN / PW	357468	4/7/22	463.74
KIMLEY HORN	NTP EVALUATION OF AFFORDABLE HOUSING	357469	4/7/22	2,225.00
KTUA	NATIONAL CITY FEDERAL GRANT SUPPORT - ENG	357470	4/7/22	18,790.20
LEFORT'S SMALL ENGINE REPAIR	OREGON BLADE 96-801	357471	4/7/22	566.58
LIEBERT CASSIDY WHITMORE	PERSONNEL MATTER	357472	4/7/22	12,782.50
LIPELES LAW GROUP, APC	LIABILITY CLAIM COST	357473	4/7/22	35,000.00
MASON'S SAW	MOP 45729 EQUIPMENT SUPPLIES & REPAIR -	357474	4/7/22	7.24
MCALISTER INSTITUTE	HOMELESS CASE MANAGEMENT SERVICES	357475	4/7/22	21,590.33
MCI AUTO REPAIR	MANUFACTURE A/C HOSE 5FT	357476	4/7/22	205.00
NAPA AUTO PARTS	MOP 45735 GENERAL SUPPLIES- PW	357477	4/7/22	33.15
PACIFIC PRODUCTS & SERVICES	PERFORATED TELESAPAR / PW	357478	4/7/22	1,484.44
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES -PW	357479	4/7/22	863.28
PERRY FORD-NATIONAL CITY LLC	PARTS~	357480	4/7/22	1,561.83
PINEDA	LIABILITY CLAIM COST	357481	4/7/22	3,125.00
POWERSTRIDE BATTERY CO INC	DN50-12D, NEPO 12VDC 50AH	357482	4/7/22	3,939.00
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - PW	357483	4/7/22	900.77
PROFESSIONAL SEARCH GROUP LLC	RECRUITMENT SERVICES~	357484	4/7/22	1,657.50
SAM'S ALIGNMENT	WHEEL ALIGNMENT SERVICE FOR CITY	357487	4/7/22	260.00
SAN DIEGO MECHANICAL ENERGY	REPAIRS TO HVAC SYSTEMS AND OTHER	357488	4/7/22	1,939.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION BASIC TC INV CRUZ	357489	4/7/22	46.00



WARRANT REGISTER # 40
4/7/2022

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS	357490	4/7/22	37,191.90
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	357491	4/7/22	1,129.38
SHARP REES STEALY MED GROUP	PRE-EMPLOYMENT PHYSICALS	357492	4/7/22	692.00
SHRED-IT	MARCH-2022 MONTHLY SERVICE FOR SECTION	357493	4/7/22	108.63
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	357494	4/7/22	535.49
SNAP-ON INDUSTRIAL	11PC HX STD MET DR SET	357495	4/7/22	219.46
SOUTH COAST EMERGENCY	BOLTS AND SUPPLIES FOR EQM	357496	4/7/22	1,031.65
SOUTHWEST SIGNAL SERVICE	MARKOUT REPORTS - MARCH 2021	357497	4/7/22	12,866.93
SPRINGER	TRAINING REIMBURSEMENT	357498	4/7/22	335.05
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION FY 2022~	357500	4/7/22	536.96
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	357501	4/7/22	6,731.64
THE STAR NEWS	PUBLIC NOTICING - STAR NEWS	357502	4/7/22	858.44
TOPECO PRODUCTS	MOP 63849 AUTO SUPPLIES- PW	357503	4/7/22	38.73
TRANS-LANG	TRANSLATION SERVICES - TRANS-LANG	357504	4/7/22	2,231.25
U S BANK	MARCH US BANK STATEMENT - ELYANA	357505	4/7/22	2,173.98
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 BUILDING SUPPLIES- PW	357506	4/7/22	221.37
VELOCITY TRUCK CENTERS	ENGINE AND TRANSMISSION PARTS	357507	4/7/22	2,207.95
WALTERS	TRAINING SLI 7	357508	4/7/22	396.68
WALTERS	TRAINING REIM SLI 6	357509	4/7/22	295.58
YBARRA	TRAINING ADV LDG CRISIS NEG. IND CMMDRS	357511	4/7/22	328.38

A/P Total 958,124.42

SECTION 8 HAPS	Start Date	End Date	
	4/1/2022	4/7/2022	1,042,928.48

PAYROLL	Pay period	Start Date	End Date	Check Date	
	8	3/22/2022	4/4/2022	4/13/2022	1,153,018.97

GRAND TOTAL \$ 3,154,071.87

The following page(s) contain the backup material for Agenda Item: [Warrant Register #41 for the period of 4/08/22 through 4/14/22 in the amount of \\$687,657.95. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: May 17, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #41 for the period of 4/08/22 through 4/14/22 in the amount of \$687,657.95. (Finance)

PREPARED BY: Karla Apalategui, Senior Accountant Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 4/08/22 - 4/14/22. 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>
Chen Ryan Assoc	357520	76,346.03	CIP 19-24 Bayshore Bike – ENG/PW
Crest Equipment Inc	357523	123,905.59	CIP 19-02 Las Palmas Bicycle Corridor
HDR Engineering	357535	98,306.74	CIP 19-11 Paradise Creek at Plaza Phase
Tri-Group Const & Dev	357562	69,904.50	CIP 19-19 Roosevelt Smart Growth – ENG/PW
Wright Construction	357565	69,825.00	CIP 19-35 Paradise Creek Mitigation at K

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$687,657.95.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify Warrants Totaling \$687,657.95.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 41



**WARRANT REGISTER # 41
4/14/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACE UNIFORMS & ACCESSORIES INC	9175 FIREFIGHTERS SUSPENDERS BLK L/FIRE	357512	4/14/22	1,080.60
AETNA BEHAVIORAL HEALTH	EMPLOYEE ASSISTANCE PROGRAM - APRIL	357513	4/14/22	709.50
ALDEMCO	FOOD / NUTRITION CENTER	357514	4/14/22	2,500.77
ALPHA PROJECT FOR THE HOMELESS	ALPHA PROJECT IS TO PROVIDE SERVICES	357515	4/14/22	4,513.23
ALTA LANGUAGE SERVICES INC	EMPLOYEE BILINGUAL TESTING	357516	4/14/22	198.00
AMAZON	SENIOR SATURDAY WHITEBOARD AND PINS	357517	4/14/22	590.15
ATLAS TECHNICAL CONSULTANTS	CIP 19-19 ROOSEVELT SMART GROWTH - ENG/PW	357518	4/14/22	13,265.80
CALIFORNIA ASSOCIATION OF CODE	CACEO CODE REGISTRATION SORIANO / NSD	357519	4/14/22	882.00
CHEN RYAN ASSOCIATES INC	CIP 19-24 BAYSHORE BIKEWAY - ENG/PW	357520	4/14/22	76,346.03
CLEARs	PD RECORDS CLEARs MEMSHp CARMARGO	357521	4/14/22	50.00
CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	357522	4/14/22	85.00
CREST EQUIPMENT INC	CIP 19-02 LAS PALMAS BICYCLE CORRIDOR	357523	4/14/22	123,905.59
CSA SAN DIEGO COUNTY	CDBG AGREEMENT: CSA SAN DIEGO COUNTY	357524	4/14/22	26,957.93
DEPARTMENT OF TOXIC SUBSTANCES	TOXIC SUBSTANCES CONTROL FEES FOR NC PW	357525	4/14/22	322.08
DEVINE	PARAMEDIC SCHOOL EXPENSES, SEAN DEVINE/FIRE	357526	4/14/22	989.41
DICK MILLER INC	CIP 18-16 PARADISE CREEK PARK EXPANSION	357527	4/14/22	28,892.62
D-MAX ENGINEERING INC	T&A 90505 -E 31ST ST APARTMENTS - ENG/PW	357528	4/14/22	657.45
ECHELON K9 LLC	TRAINING TUITION K9 TACTICAL SERACH	357529	4/14/22	900.00
ENSAFE INC	PHASE I W 18TH ST - ENG/PW	357530	4/14/22	2,436.40
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE FLEET LEASE - ENG/PW	357531	4/14/22	15,423.99
ESGIL LLC	T&A 90552-233 ROOSEVELT AVE - ENG/PW	357532	4/14/22	405.00
FIRE ETC	6426, INCIDENT RESPONSE POCKET GUIDE/FIRE	357533	4/14/22	766.69
GRAINGER	MOP65179- BATTERY PACK, 3.0 AH /FIRE	357534	4/14/22	495.30
HDR ENGINEERING, INC.	CIP 19-11 PARADISE CREEK AT PLAZA PHASE	357535	4/14/22	98,306.74
KIMLEY HORN	8TH AND ROOSEVELT ATP - ENG/PW	357536	4/14/22	6,629.82
KREISBERG LAW FIRM	BILL FOR LEGAL SERVICES FOR MARCH 2022	357537	4/14/22	4,000.00
MES CALIFORNIA	FIREMANS RADIO STRAP - PLAIN LEATHER/FIRE	357538	4/14/22	337.19
MEYERS, NAVE, RIBACK, SILVER	PROFESSIONAL SERVICES/ CAO	357539	4/14/22	430.00
NATIONAL CITY TROPHY	CITY EMPLOYEE SOFTBALL TROPHY	357540	4/14/22	106.58
NATIONAL ELECTRIC WORKS, INC.	CIP 20-03 CIVIC CENTER BASEMENT POWER UP	357541	4/14/22	44,695.55
NERI LANDSCAPE ARCHITECTURE	PARADISE CREEK EDUCATIONAL PARK EXTENSION	357542	4/14/22	4,000.00
NINYO & MOORE	T&A 90552 - 233 ROOSEVELT AVE - ENG/PW	357543	4/14/22	1,568.02
NV5 INC	T&A 90552 - 233 ROOSEVELT AVE - ENG/PW	357544	4/14/22	445.00
PRO BUILD COMPANY	MOP45707- ORTHO GRNDCLEAR / FIRE	357545	4/14/22	43.32
PROFESSIONAL SEARCH GROUP LLC	TEMP / NUTRITION CENTER	357546	4/14/22	780.00
PROJECT PROFESSIONALS CORP	CIP 20-03 CIVIC CENTER BASEMENT POWER UP	357547	4/14/22	16,881.65
RANDALL LAMB ASSOCIATES INC	CIP 21-24 CIVIC CENTER EOC POWER UPGRADE	357548	4/14/22	1,970.00
REDISTRICTING INSIGHTS, LLC	PROFESSIONAL SERVICES / CAO	357549	4/14/22	12,500.00
S D TRAINING MANAGERS ASSOC	TRAINING #8 MEMBERSHIP PIERSON & NAGLE	357550	4/14/22	100.00
SDCMOA	28TH ANNUAL LAW ENFORCEMENT MEMORIAL	357551	4/14/22	200.00
SEAPORT MEAT COMPANY	FOR FOOD AS NEEDED FOR NUTRITION CENTER	357552	4/14/22	869.25
SMART & FINAL	MOP CDBG/TEENS SNACKS	357553	4/14/22	367.30
SO CAL PPE, LLC	TURNOUT COAT AND PANTS CLEANING	357554	4/14/22	110.00
STAPLES BUSINESS ADVANTAGE	STAPLES ADVANTAGE / CAO	357555	4/14/22	217.38
STC TRAFFIC	GENERAL SERVICES - ENG/PW	357556	4/14/22	7,566.37
STOUT	REIMBRSMNT EMT-P EXPENSES, STOUT Z /FIRE	357557	4/14/22	250.00
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION FY 2022	357558	4/14/22	5,365.24



**WARRANT REGISTER # 41
4/14/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	357559	4/14/22	2,623.37
TELECOM LAW FIRM P C	PROFESSIONAL SERVICES/ CAO	357560	4/14/22	60.00
TRANS-LANG	TRANSLATION 30 DAY PUBLIC NOTICE	357561	4/14/22	96.90
TRI-GROUP CONSTRUCTION AND DEV	CIP 19-19 ROOSEVELT SMART GROWTH - ENG/PW	357562	4/14/22	69,904.50
U S BANK	CREDIT CARD EXPENSES/FIRE DEPT-	357563	4/14/22	4,846.13
UNITED PARCEL SERVICE	RETURN OF ARMS - 10 SHIPMENTS	357564	4/14/22	2,071.15
WRIGHT CONSTRUCTION	CIP 19-35 PARADISE CREEK MITIGATION AT K	357565	4/14/22	69,825.00
WSP USA INC	FOCUSED GENERAL PLAN UPDATE	357566	4/14/22	28,117.95
			A/P Total	687,657.95
	GRAND TOTAL			\$ 687,657.95

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of a Resolution of the City Council of the City of National City, California, repealing and replacing Resolution 2021-165 for the certification of an Environmental Impact Report \(EIR\) for, and approving, a General Plan Amendment, Zone Change, Code Amendment, and Conditional Use Permit for construction of a Carmax dealership on property located on the north side of Plaza Bonita Road, west of Sweetwater Road, and east of Interstate 805 and authorizing the filing of a Notice of Determination. \(Applicant: Carmax\) \(Case File No. 2016-30 GPA, ZC, A, CUP, IS\) \(Planning\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: May 17, 2022

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City repealing and replacing Resolution 2021-165 for the certification of an Environmental Impact Report (EIR) for, and approving, a General Plan Amendment, Zone Change, Code Amendment, and Conditional Use Permit for construction of a Carmax dealership on property located on the north side of Plaza Bonita Road, west of Sweetwater Road, and east of Interstate 805 and authorizing the filing of a Notice of Determination. (Applicant: Carmax) (Case File No. 2016-30 GPA, ZC, A, CUP, IS)

PREPARED BY: Martin Reeder, AICP 

DEPARTMENT: Community Development

PHONE: 619-336-4313 |

APPROVED BY: 

Director of Community Development

EXPLANATION:

City Council Resolution 2021-165 was passed and adopted on November 2, 2021. The resolution certified the Environmental Impact Report (EIR) for the Carmax project and approved the associated General Plan Amendment, Zone Change, Code Amendment, and Conditional Use Permit.

Section 2 of the City Council Resolution 2021-165 inadvertently referenced a Negative Declaration rather than the Environmental Impact Report. This error appears three times in the section, but nowhere else in the resolution. Seeing as this is more than a typographical error, the resolution should be repealed and replaced with a corrected version. The original resolution and a strikethrough / underline of the required changes are attached.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Categorically Exempt pursuant to Class 3 Section 15303 (New Construction or Conversion of small structures)

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Repeal City Council Resolution 2021-165 and adopt the replacement resolution |

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. City Council Resolution 2021-165
2. Strikethrough / underline of proposed changes
3. Resolution

RESOLUTION NO. 2021 - 165

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, CERTIFYING AN ENVIRONMENTAL IMPACT REPORT (EIR) FOR, AND APPROVING, A GENERAL PLAN AMENDMENT, ZONE CHANGE, CODE AMENDMENT, AND CONDITIONAL USE PERMIT FOR CONSTRUCTION OF A CARMAX DEALERSHIP ON PROPERTY LOCATED ON THE NORTH SIDE OF PLAZA BONITA ROAD, WEST OF SWEETWATER ROAD, AND EAST OF INTERSTATE 805 AND AUTHORIZING THE FILING OF A NOTICE OF DETERMINATION. APPLICANT: CARMAXCASE FILE NO. 2016-30 GPA, ZC, A, CUP, IS

WHEREAS, the City Council of the City of National City, California, considered said certification at a duly advertised public hearing held on November 2, 2021, at which time the City Council considered evidence; and,

WHEREAS, at said public hearing the City Council considered the staff report provided for Case File No. 2016-30 GPA, ZC, A, CUP, IS, which is maintained by the City and incorporated herein by reference; along with any other evidence presented at said hearing; and,

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

WHEREAS, the action hereby taken is found to be essential for the preservation of the public health, safety and general welfare.

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

Section 1. The evidence presented to the City Council at the public hearing held on November 2, 2021, support the following findings:

ATTACHMENT 1

FINDINGS FOR CERTIFICATION OF
THE ENVIRONMENTAL IMPACT REPORT

1. Pursuant to CEQA Guidelines Sections 15050 and 15051, the City is the “lead agency” for the project.
2. The Draft EIR and Final EIR were prepared in compliance with CEQA, CEQA Guidelines, and any City Significance Determination Thresholds.
3. The City has independently reviewed and analyzed the Draft EIR and Final EIR, and these documents reflect the independent judgment of the City.
4. An MMRP has been prepared for the project, which the City has adopted or made a condition of approval of the project. That MMRP is incorporated herein by reference and is considered part of the Record of Proceedings for the project.
5. The MMRP designates responsibility and anticipated timing for the implementation of mitigation measures. The City will serve as the MMRP Coordinator.
6. In determining whether the project has a significant impact on the environment, and in adopting these Findings pursuant to Section 21081 of CEQA, the City has based its decision on substantial evidence and has complied with CEQA Sections 21081.5 and 21082.2 and CEQA Guidelines Section 15901(b).
7. The impacts of the project have been analyzed to the extent feasible at the time of certification of the Final EIR.
8. The City reviewed the comments received on the Draft EIR and the responses thereto and has determined that neither the comments received nor the responses to such comments add significant new information regarding environmental impacts associated with the project. The City has based its actions on full appraisal of all viewpoints, including all comments received up to the date of adoption of these Findings concerning the environmental impacts identified and analyzed in the Final EIR.
 - a. The responses to comments on the Draft EIR, which are contained in the Final EIR, clarify and amplify the analysis in the Draft EIR.
9. The City has made no decisions that constitute an irretrievable commitment of resources toward the project prior to certification of the Final EIR, nor has the City previously committed to a definite course of action with respect to the project.

10. Copies of all the documents incorporated by reference in the Draft EIR and/or Final EIR are and have been available upon request at all times at the offices of the City, custodian of record for such documents or other materials.
11. Having received, reviewed, and considered all information and documents in the record, the City hereby conditions the project and finds as stated in these Findings.

FINDING FOR APPROVAL OF
THE GENERAL PLAN AMENDMENT

1. The proposed development is consistent with General Plan Land Use and Open Space Policies LU-2.9, LU 5.6, LU-7.1, OS-1.3, and OS-1.4, because the area is vacant and prime for development. Having a comprehensive commercial project in this area will contribute to the City's job and revenue generation needs. The project will complement the commercial nature of the area, with the business providing additional exposure for Westfield Plaza Bonita.

FINDINGS FOR APPROVAL
OF THE CONDITIONAL USE PERMIT

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because the CUP will be conditioned such that the Code Amendment permitting auto sales in the CS zone must be complete prior to the CUP being active. With the amendment in place the use will comply with the Land Use Code, subject to approval of the CUP.
2. The proposed use is consistent with the General Plan and any applicable specific plan, because the CUP will be conditioned such that the General Plan Amendment and Zone Change must be complete prior to the CUP being active. With the amendments in place the use will be consistent with the General Plan, subject to approval of the CUP. No specific plan covers this area.
3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the Carmax dealership has been designed in such a way as to not unduly impact adjacent City streets and to function as a complementary use to Westfield Plaza Bonita, which is located across the street from the proposed

project. The Final EIR concluded that the project would have no significant impacts and require no mitigation measures associated with aesthetics, land use, transportation, or utilities and service systems.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the property is currently vacant and is being developed at a built intensity of less than 3%. Access to the property will be via three driveways (two public). All existing utilities will be maintained or rerouted to the satisfaction of the respective utility provider. New utilities are proposed consistent with City and utility provider regulations.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the property is currently vacant and suffers from chronic issues associated with trespassing, dumping, and illegal encampments. Rerouting and protecting the existing drainage course and developing the property with a sales tax and job-creating use will be beneficial to the City and the region.
6. The proposed project has been reviewed in compliance with the California Environmental Quality Act; an EIR was completed for the project and concluded that the project would have no significant impacts and require no mitigation measures, with the exception of Biological Resources, Cultural and Tribal Resources, and Paleontological Resources. All issues identified can and will be adequately mitigated to a less than significant level with project mitigation.

Section 2. The City Council has considered the proposed Negative Declaration No. 2016-30 IS, together with any comments received during the public review process, and finds on the basis of the whole record (including the Initial Study and any comments received) that there is no substantial evidence that the project will have a significant effect on the environment and that the Negative Declaration reflects the City's independent judgment and analysis, and hereby approves the Negative Declaration and authorizes the filing of a Notice of Determination.

///

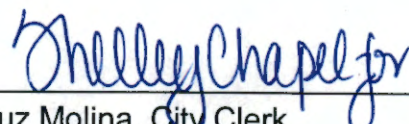
Section 3. That the City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 2nd day of November, 2021.



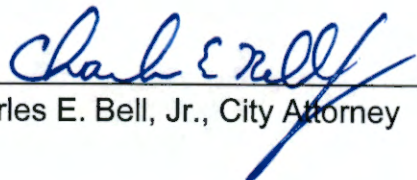
Alejandra Sotelo-Solis, Mayor

ATTEST:



Luz Molina, City Clerk

APPROVED AS TO FORM:



Charles E. Bell, Jr., City Attorney

Passed and adopted by the City Council of the City of National City, California, on November 2, 2021, by the following vote, to-wit:

Ayes: Sotelo-Solis, Rodriguez, Morrison, Rios.

Nays: Bush

Absent: None.

Abstain: None.

AUTHENTICATED BY: ALEJANDRA SOTELO-SOLIS
Mayor of the City of National City, California

Shelley Chapel
City Clerk of the City of National City, California



BY: Shelley Chapel
Shelley Chapel, MMC, Deputy City Clerk

Previous language:

Section 2. The City Council has considered the proposed ~~Negative Declaration~~ No. 2016-30 IS, together with any comments received during the public review process, and finds on the basis of the whole record (including the Initial Study and any comments received) that there is no substantial evidence that the project will have a significant effect on the environment and that the ~~Negative Declaration~~ reflects the City's independent judgment and analysis, and hereby approves the ~~Negative Declaration~~ and authorizes the filing of a Notice of Determination.

Proposed language:

Section 2. The City Council has considered the proposed Environmental Impact Report No. 2016-30 IS, together with any comments received during the public review process, and finds on the basis of the whole record (including the Initial Study and any comments received) that there is no substantial evidence that the project will have a significant effect on the environment and that the Environmental Impact Report reflects the City's independent judgment and analysis, and hereby approves the Environmental Impact Report and authorizes the filing of a Notice of Determination.

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, REPEALING AND REPLACING RESOLUTION 2021-165 FOR THE CERTIFICATION OF AN ENVIRONMENTAL IMPACT REPORT (EIR) FOR, AND APPROVING, A GENERAL PLAN AMENDMENT, ZONE CHANGE, CODE AMENDMENT, AND CONDITIONAL USE PERMIT FOR CONSTRUCTION OF A CARMAX DEALERSHIP ON PROPERTY LOCATED ON THE NORTH SIDE OF PLAZA BONITA ROAD, WEST OF SWEETWATER ROAD, AND EAST OF INTERSTATE 805 AND AUTHORIZING THE FILING OF A NOTICE OF DETERMINATION. (APPLICANT: CARMAX) (CASE FILE NO. 2016-30 GPA, ZC, A, CUP, IS)

WHEREAS, on November 2, 2021, the City Council of the City of National City (“City”) adopted Resolution 2021-165; and

WHEREAS, Resolution 2021-165 certified the Environmental Impact Report (EIR) for the Carmax project and approved the associated General Plan Amendment, Zone Change, Code Amendment, and Conditional Use Permit; and

WHEREAS, Section 2 of the Resolution 2021-165 inadvertently made reference to a Negative Declaration rather than the Environmental Impact Report; and,

WHEREAS, this error appears three times in the section, but nowhere else in the Resolution 2021-165; and

WHEREAS, City staff recommends that Resolution 2021-165 should be repealed and replaced with a corrected version; and

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

Section 1. The foregoing recitals are true and correct.

Section 2. That Resolution 2021-165 is hereby repealed in its entirety and shall be replaced to read as follows:

Section 1. The evidence presented to the City Council at the Public Hearing held on November 2, 2021, support the following findings:

FINDINGS FOR CERTIFICATION OF
THE ENVIRONMENTAL IMPACT REPORT

1. Pursuant to CEQA Guidelines Sections 15050 and 15051, the City is the “lead agency” for the project.
2. The Draft EIR and Final EIR were prepared in compliance with CEQA, CEQA Guidelines, and any City Significance Determination Thresholds.
3. The City has independently reviewed and analyzed the Draft EIR and Final EIR, and these documents reflect the independent judgment of the City.
4. An MMRP has been prepared for the project, which the City has adopted or made a condition of approval of the project. That MMRP is incorporated herein by reference and is considered part of the Record of Proceedings for the project.
5. The MMRP designates responsibility and anticipated timing for the implementation of mitigation measures. The City will serve as the MMRP Coordinator.
6. In determining whether the project has a significant impact on the environment, and in adopting these Findings pursuant to Section 21081 of CEQA, the City has based its decision on substantial evidence and has complied with CEQA Sections 21081.5 and 21082.2 and CEQA Guidelines Section 15901(b).
7. The impacts of the project have been analyzed to the extent feasible at the time of certification of the Final EIR.
8. The City reviewed the comments received on the Draft EIR and the responses thereto and has determined that neither the comments received nor the responses to such comments add significant new information regarding environmental impacts associated with the project. The City has based its actions on full appraisal of all viewpoints, including all comments received up to the date of adoption of these Findings concerning the environmental impacts identified and analyzed in the Final EIR.
 - a. The responses to comments on the Draft EIR, which are contained in the Final EIR, clarify and amplify the analysis in the Draft EIR.
9. The City has made no decisions that constitute an irretrievable commitment of resources toward the project prior to certification of the Final EIR, nor has the City previously committed to a definite course of action with respect to the project.

10. Copies of all the documents incorporated by reference in the Draft EIR and/or Final EIR are and have been available upon request at all times at the offices of the City, custodian of record for such documents or other materials.
11. Having received, reviewed, and considered all information and documents in the record, the City hereby conditions the project and finds as stated in these Findings.

FINDING FOR APPROVAL OF
THE GENERAL PLAN AMENDMENT

1. The proposed development is consistent with General Plan Land Use and Open Space Policies LU-2.9, LU 5.6, LU-7.1, OS-1.3, and OS-1.4, because the area is vacant and prime for development. Having a comprehensive commercial project in this area will contribute to the City's job and revenue generation needs. The project will complement the commercial nature of the area, with the business providing additional exposure for Westfield Plaza Bonita.

FINDINGS FOR APPROVAL
OF THE CONDITIONAL USE PERMIT

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because the CUP will be conditioned such that the Code Amendment permitting auto sales in the CS zone must be complete prior to the CUP being active. With the amendment in place the use will comply with the Land Use Code, subject to approval of the CUP.
2. The proposed use is consistent with the General Plan and any applicable specific plan, because the CUP will be conditioned such that the General Plan Amendment and Zone Change must be complete prior to the CUP being active. With the amendments in place the use will be consistent with the General Plan, subject to approval of the CUP. No specific plan covers this area.
3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the Carmax dealership has been designed in such a way as to not unduly impact adjacent City streets and to function as a complementary use to Westfield Plaza Bonita, which is located across the street from the proposed

project. The Final EIR concluded that the project would have no significant impacts and require no mitigation measures associated with aesthetics, land use, transportation, or utilities and service systems.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the property is currently vacant and is being developed at a built intensity of less than 3%. Access to the property will be via three driveways (two public). All existing utilities will be maintained or rerouted to the satisfaction of the respective utility provider. New utilities are proposed consistent with City and utility provider regulations.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the property is currently vacant and suffers from chronic issues associated with trespassing, dumping, and illegal encampments. Rerouting and protecting the existing drainage course and developing the property with a sales tax and job-creating use will be beneficial to the City and the region.
6. The proposed project has been reviewed in compliance with the California Environmental Quality Act; an EIR was completed for the project and concluded that the project would have no significant impacts and require no mitigation measures, with the exception of Biological Resources, Cultural and Tribal Resources, and Paleontological Resources. All issues identified can and will be adequately mitigated to a less than significant level with project mitigation.

Section 2. The City Council has considered the proposed Environmental Impact Report No. 2016-30 IS, together with any comments received during the public review process, and finds on the basis of the whole record (including the Initial Study and any comments received) that there is no substantial evidence that the project will have a significant effect on the environment and that the Environmental Impact Report reflects the City's independent judgment and analysis, and hereby approves the Environmental Impact Report and authorizes the filing of a Notice of Determination.

///

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 17th day of May, 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 Adoption of a Resolution of the City Council of the City of National City, California, amending the previously adopted Transportation Development Impact Fee \(TDIF\) schedule and annual adjustment to the TDIF, pursuant to National City Municipal Code Section 4.52.100 and consistent with Government Code Section 66017, approving an adjustment to the TDIF of 2 percent, as required by the San Diego Association of Governments \(SANDAG\) for receipt of TransNet local street improvement revenues, resulting in the TDIF increasing from \\$2,635.50 per new residential dwelling unit to \\$2,688.21 per unit beginning July 1, 2022. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 17, 2022

AGENDA ITEM NO.

ITEM TITLE:

Public Hearing and Adoption of a Resolution of the City Council of the City of National City amending the previously adopted Transportation Development Impact Fee (TDIF) schedule and annual adjustment to the TDIF, pursuant to National City Municipal Code Section 4.52.100 and consistent with Government Code Section 66017, approving an adjustment to the TDIF of 2 percent, as required by the San Diego Association of Governments (SANDAG) for receipt of *TransNet* local street improvement revenues, resulting in the TDIF increasing from \$2,635.50 per new residential dwelling unit to \$2,688.21 per unit beginning July 1, 2022.

PREPARED BY: Luca Zappiello, Assistant Engineer - Civil

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4360

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: _____ MIS

Funds will be deposited into the following TDIF Revenue Accounts: 326-00000-3162 and 326-00000-3163

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Hold Public Hearing and adopt Resolution increasing the TDIF from \$2,635.50 per new residential dwelling unit to \$2,688.21 per unit beginning July 1, 2022.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Public Hearing Notice
3. Resolution

Explanation

In November 2004, San Diego County voters approved local Proposition A extending the TransNet ½ cent sales tax to fund the region’s transportation system for 40 years. As part of Proposition A and the *TransNet* Extension Ordinance, the Regional Transportation Congestion Improvement Program (RTCIP) was created to ensure that new development directly invests in the region’s transportation system to offset the negative impacts of growth on congestion and mobility. One of the requirements of the RTCIP was that by July 1, 2008, each local agency must contribute \$2,000 from exactions imposed on the private sector for each new residence constructed within each jurisdiction. Failure to do so would result in an agency’s loss of *TransNet* funding for improvement of local streets. Cities have the authority to impose impact fees under the *Mitigation Fee Act* contained in California Government Code sections 66000 through 66025.

Therefore, on April 1, 2008, to satisfy the requirements of the *TransNet* RTCIP for receipt and expenditure of *TransNet* funds, City Council adopted Ordinance No. 2008-2310 amending Title 4 of the National City Municipal Code by adding Chapter 4.52 “Establishing and Approving a Transportation Development Impact Fee for Capital Improvement Projects Necessary to Maintain Acceptable Levels of Traffic and Transportation Service Within the City”.

The *TransNet* Extension Ordinance requires that the RTCIP transportation mitigation fee charged by local jurisdictions be adjusted every year on July 1 in order to maintain the purchasing power of the program for improvements to the Regional Arterial System. On February 25, 2022, the SANDAG Board of Directors approved a 2 percent adjustment to the RTCIP, raising the minimum fee from \$2,635.50 per new residential dwelling unit to \$2,688.21 per unit beginning July 1, 2022.

The following table summarizes the adjusted Transportation Development Impact Fee (TDIF) schedule for new residential development, which will go into effect on July 1, 2022, if adopted by City Council. The TDIF shall be collected prior to the issuance of any building permit for new residential development in the City of National City. A copy of the City’s Transportation Impact Fee Program Report is available at the Office of the City Engineer.

<i>Residential Land Use</i>	<i>Fee</i>
<i>Single-family</i>	<i>\$ 2,688.21 per dwelling unit</i>
<i>Multi-family</i>	<i>\$ 2,688.21 per dwelling unit</i>

**CITY OF NATIONAL CITY
CITY COUNCIL
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the City Council of the City of National City will hold a Public Hearing after the hour of 6:00 p.m., **Tuesday, May 17, 2022, via live webcast** from the City Council Chambers, Civic Center, 1243 National City Blvd., National City, CA., to consider: **AMENDING THE PREVIOUSLY ADOPTED TRANSPORTATION DEVELOPMENT IMPACT FEE (TDIF) SCHEDULE AND ANNUAL ADJUSTMENT TO THE TDIF, PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 4.52.100 AND CONSISTENT WITH GOVERNMENT CODE SECTION 66017, APPROVING AN ADJUSTMENT TO THE TDIF OF 2 PERCENT AS REQUIRED BY THE SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) FOR RECEIPT OF TRANSNET LOCAL STREET IMPROVEMENT REVENUES, RESULTING IN THE TDIF INCREASING FROM \$2,635.50 PER NEW RESIDENTIAL DWELLING UNIT TO \$2,688.21 PER UNIT BEGINNING JULY 1, 2022.**

Due to the COVID-19 pandemic, City Council meetings remain via teleconference to ensure the safety of city residents, employees and the communities we serve. Anyone interested in this Public Hearing may view the live webcast of the City Council Meeting on the City's website at <https://www.nationalcityca.gov/webcast>.

Interested parties may register to speak during the City Council zoom meeting, but must register by 4:00 p.m. the day of the meeting. The City Council will also accept written public comments regarding this matter via e-mail sent to clerk@nationalcityca.gov. Written comments from the public (limited to a maximum of three minutes) must be submitted via e-mail by 4:00 p.m. on the day of the City Council Meeting. For information on registering to speak or on submitting written comments, please visit the City Clerk's webpage at <https://www.nationalcityca.gov/government/city-clerk/public-comments>.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the undersigned, or to the City Council at, or prior to, the public hearing.

May 4, 2022.

Shelley Chapel, MMC, Deputy City Clerk

Published in the Star News on May 6 and May 13, 2022.

RESOLUTION NO. 2022 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING THE PREVIOUSLY ADOPTED TRANSPORTATION DEVELOPMENT IMPACT FEE (TDIF) SCHEDULE AND ANNUAL ADJUSTMENT TO THE TDIF, PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 4.52.100 AND CONSISTENT WITH GOVERNMENT CODE SECTION 66017, APPROVING AN ADJUSTMENT TO THE TDIF OF TWO (2) PERCENT, AS REQUIRED BY THE SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) FOR RECEIPT OF *TRANSNET* LOCAL STREET IMPROVEMENT REVENUES, RESULTING IN THE TDIF INCREASING FROM \$2,635.50 PER NEW RESIDENTIAL DWELLING UNIT TO \$2,688.21 PER UNIT BEGINNING JULY 1, 2022

WHEREAS, in November 2004, San Diego County voters approved local Proposition A extending the TransNet ½ cent sales tax to fund the region’s transportation system for 40 years, and as part of Proposition A and the *TransNet* Extension Ordinance, the Regional Transportation Congestion Improvement Program (“RTCIP”) was created to ensure that new development directly invests in the region’s transportation system to offset the negative impacts of growth on congestion and mobility; and

WHEREAS, one of the requirements of the RTCIP was that by July 1, 2008, each local agency must contribute \$2,000 from exactions imposed on the private sector for each new residence constructed within each jurisdiction, and failure to do so would result in an agency’s loss of *TransNet* funding for improvement of local streets; and

WHEREAS, on April 1, 2008, to satisfy the requirements of the *TransNet* RTCIP for receipt and expenditure of *TransNet* funds, the City of National City (“City”) City Council adopted Ordinance No. 2008-2310 amending Title 4 of the National City Municipal Code by adding Chapter 4.52 “Establishing and Approving a Transportation Development Impact Fee for Capital Improvement Projects Necessary to Maintain Acceptable Levels of Traffic and Transportation Service Within the City”; and

WHEREAS, the *TransNet* Extension Ordinance requires that the RTCIP transportation mitigation fee charged by local jurisdictions be adjusted every year on July 1 in order to maintain the program’s purchasing power for improvements to the Regional Arterial System; and

WHEREAS, on February 25, 2022, the SANDAG Board of Directors approved a two (2) percent adjustment to the RTCIP, raising the minimum fee from \$2,635.50 per new residential dwelling unit to \$2,688.21 per unit beginning July 1, 2022.

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

Section 1: Authorizes the adoption of a Resolution amending the Transportation Development Impact Fee ("TDIF") from \$2,635.50 per new residential dwelling unit to \$2,688.21 per unit beginning July 1, 2022.

Section 2: 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 17th day of May, 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 Adoption of a Resolution of the City Council of the City of National City, California, 1\) approving the TransNet Local Street Improvement Program of Projects for National City for Fiscal Years 2023 through 2027 consisting of the following projects: Plaza Blvd Widening \(NC01\), Street Resurfacing \(NC03\), Traffic Signal Install/Upgrades \(NC04\) and Citywide Safe Routes to School \(NC15\); and 2\) authorizing the establishment of a TransNet Proposition “A” Fund appropriation of \\$1,784,000 for FY 2023 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: May 17, 2022

AGENDA ITEM NO.

ITEM TITLE:

Public Hearing on the Adoption of a Resolution by the City Council of the City of National City, 1) approving the *TransNet* Local Street Improvement Program of Projects for National City for Fiscal Years 2023 through 2027 consisting of the following projects: Plaza Blvd Widening (NC01), Street Resurfacing (NC03), Traffic Signal Install/Upgrades (NC04) and Citywide Safe Routes to School (NC15); and 2) authorizing the establishment of a *TransNet* Proposition "A" Fund appropriation of \$1,784,000 for FY 2023 and corresponding revenue budget.

PREPARED BY: Luca Zappiello, Assistant Engineer - Civil

PHONE: 619-336-4360

DEPARTMENT: Engineering / Public Works

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO. Revenue Account #307-0000-3466: \$1,784,000
Expenditure Account #307-409-500-598-6569 (Plaza Boulevard Widening - NC01): \$0
Expenditure Account #307-409-500-598-6035 (Street Resurfacing - NC03): \$1,284,000
Expenditure Account #307-409-500-598-6558 (Traffic Signal Install/Upgrades - NC04): \$200,000
Expenditure Account #307-409-500-598-6166 (Citywide Safe Routes to School - NC15): \$300,000

APPROVED:  Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Hold Public Hearing and adopt Resolution approving the *TransNet* Local Street Improvement Program of Projects for National City for Fiscal Years 2023 through 2027.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Public Hearing Notice
3. Resolution

Explanation

On November 4, 2004, the voters of San Diego County approved the San Diego Transportation Improvement Program Ordinance and Expenditure Plan (*TransNet* Extension Ordinance). The *TransNet* Extension Ordinance provides that SANDAG, acting as the Regional Transportation Commission, shall approve on a biennial basis a multi-year program of projects submitted by local jurisdictions identifying those transportation projects eligible to use transportation sales tax (*TransNet*) funds.

Local agencies receiving *TransNet* funds are required to update their portion of the *TransNet* Local Street Improvement Program of Projects every two years. Based on the estimate of annual *TransNet* local street improvement revenues for Fiscal Years 2023 through 2027 provided by SANDAG, staff proposes the following five-year program:

Project Name (ID)	Project No.	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Plaza Boulevard Widening (NC01)	6569	\$0	\$0	\$1,000,000	\$1,000,000	\$0
Street Resurfacing (NC03)	6035	\$1,284,000	\$1,313,000	\$511,000	\$513,000	\$1,613,000
Traffic Signal Install / Upgrades (NC04)*	6558	\$200,000	\$300,000	\$200,000	\$200,000	\$200,000
Citywide Safe Routes to School (NC15)	6166	\$300,000	\$236,000	\$191,000	\$246,000	\$204,000
DRAFT <i>TransNet</i> Revenue Forecast (SANDAG - revised 2/2022)	Total	\$1,784,000	\$1,849,000	\$1,902,000	\$1,959,000	\$2,017,000

If the above list of projects identified to receive *TransNet* local street improvement revenues for Fiscal Years 2023 through 2027 is adopted by City Council, SANDAG staff will program these projects as Amendment No. 14 to the 2018 Regional Transportation Improvement Program (RTIP) for SANDAG Board review.

In accordance with Section 5(A) of the *TransNet* Extension Ordinance and Rule 7 of SANDAG Board Policy No. 31, the City Council is required to hold a noticed public hearing with an agenda item that clearly identifies the proposed list of projects identified to receive *TransNet* local streets funding prior to approval of the projects.

It shall be noted that the accompanying Resolution contains provisions required by SANDAG, which have been reviewed and accepted by staff. While one such provision is a "hold harmless" provision, staff has determined that risk to the City

is minimal since SANDAG's involvement in National City's *TransNet* projects is limited to accounting processes and financial audits.

In order to use *TransNet* revenues to complete the projects listed above, staff requests City Council authorization for the establishment of a *TransNet* Proposition "A" Fund appropriation of \$1,784,000 for FY 2023 and corresponding revenue budget.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of National City will hold a Public Hearing after the hour of 6:00 p.m., **Tuesday, May 17, 2022**, via live webcast from the City Council Chambers, Civic Center, 1243 National City Blvd., National City, CA., to consider: **APPROVAL OF THE TRANSNET LOCAL STREET IMPROVEMENT PROGRAM OF PROJECTS FOR NATIONAL CITY FOR FISCAL YEARS 2023 THROUGH 2027 CONSISTING OF THE FOLLOWING PROJECTS: PLAZA BOULEVARD WIDENING (NC01), STREET RESURFACING (NC03), TRAFFIC SIGNAL INSTALL/UPGRADES (NC04) AND CITYWIDE SAFE ROUTES TO SCHOOL (NC15).**

Notice is hereby given in accordance with Section 5(A) of the TransNet Extension Ordinance and Rule 7 of SANDAG Board Policy No. 31.

Due to the COVID-19 pandemic, City Council meetings remain via teleconference to ensure the safety of city residents, employees and the communities we serve. Anyone interested in this Public Hearing may view the live webcast of the City Council Meeting on the City's website at <https://www.nationalcityca.gov/webcast>.

Interested parties may register to speak during the City Council zoom meeting, but must register by 4:00 p.m. the day of the meeting. The City Council will also accept written public comments regarding this matter via e-mail sent to clerk@nationalcityca.gov. Written comments from the public (limited to a maximum of three minutes) must be submitted via e-mail by 4:00 p.m. on the day of the City Council Meeting. For information on registering to speak or on submitting written comments, please visit the City Clerk's webpage at <https://www.nationalcityca.gov/government/city-clerk/public-comments>.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the undersigned, or to the City Council at, or prior to, the public hearing.

May 4, 2022.

Shelley Chapel, MMC, Deputy City Clerk

Published in the Star News on May 6 and May 13, 2022.

RESOLUTION NO. 2022 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) APPROVING THE *TRANSNET* LOCAL STREET IMPROVEMENT PROGRAM OF PROJECTS FOR NATIONAL CITY FOR FISCAL YEARS 2023 THROUGH 2027 CONSISTING OF THE FOLLOWING PROJECTS: PLAZA BLVD WIDENING (NC01), STREET RESURFACING (NC03), TRAFFIC SIGNAL INSTALL/UPGRADES (NC04) AND CITYWIDE SAFE ROUTES TO SCHOOL (NC15); AND 2) AUTHORIZING THE ESTABLISHMENT OF A *TRANSNET* PROPOSITION “A” FUND APPROPRIATION OF \$1,784,000 FOR FY 2023 AND CORRESPONDING REVENUE BUDGET

WHEREAS, on November 4, 2004, the voters of San Diego County approved the San Diego Transportation Improvement Program Ordinance and Expenditure Plan (*TransNet* Extension Ordinance); and

WHEREAS, the *TransNet* Extension Ordinance provides that SANDAG, acting as the Regional Transportation Commission, shall approve on a biennial basis a multi-year program of projects submitted by local jurisdictions identifying those transportation projects eligible to use transportation sales tax (*TransNet*) funds; and

WHEREAS, the City of National City was provided with an estimate of annual *TransNet* local street improvement revenues for Fiscal Years 2023 through 2027; and

WHEREAS, the City of National City has held a noticed public hearing with an agenda item that clearly identified the proposed list of projects prior to approval of the projects by its authorized legislative body in accordance with Section 5(A) of the *TransNet* Extension Ordinance and Rule 7 of SANDAG Board Policy No. 31.

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

Section 1: Approves the *TransNet* Local Street Improvement Program of Projects for National City for Fiscal Years 2023 through 2027, summarized as follows:

Project Name (ID)	Project No.	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Plaza Boulevard Widening (NC01)	6569	\$0	\$0	\$1,000,000	\$1,000,000	\$0
Street Resurfacing (NC03)	6035	\$1,284,000	\$1,313,000	\$511,000	\$513,000	\$1,613,000
Traffic Signal Install / Upgrades (NC04)*	6558	\$200,000	\$300,000	\$200,000	\$200,000	\$200,000
Citywide Safe Routes to School (NC15)	6166	\$300,000	\$236,000	\$191,000	\$246,000	\$204,000
DRAFT TransNet Revenue Forecast (SANDAG - revised 2/2022)	Total	\$1,784,000	\$1,849,000	\$1,902,000	\$1,959,000	\$2,017,000

Section 2: That pursuant to Section 2(C)(1) of the *TransNet* Extension Ordinance, the City of National City certifies that no more than 30 percent of its cumulative revenues shall be spent on local street and road maintenance-related projects.

Section 3: That pursuant to Section 4(E)(3) of the *TransNet* Extension Ordinance, the City of National City certifies that all new projects, or major reconstruction projects, funded by *TransNet* revenues shall accommodate travel by pedestrians and bicyclists, and that any exception to this requirement permitted under the Ordinance and proposed shall be clearly noticed as part of the City of National City's public hearing process.

Section 4: That pursuant to Section 8 of the *TransNet* Extension Ordinance, the City of National City certifies that the required minimum annual level of local discretionary funds to be expended for street and road purposes will be met throughout the 5-year period consistent with the most recent Maintenance of Effort Requirements adopted by SANDAG.

Section 5: That pursuant to Section 9A of the *TransNet* Extension Ordinance, the City of National City certifies that it will exact a minimum of \$2,583.82, plus all applicable annual increases, from the private sector for each newly constructed residential housing unit in the City of National City (unless exempted under the *TransNet* Extension Ordinance,) and shall contribute such exactions to the Regional Transportation Congestion Improvement Program (RTCIP).

Section 6: That pursuant to Section 13 of the *TransNet* Extension Ordinance, the City of National City certifies that it has established a separate Transportation Improvement Account for *TransNet* revenues with interest earned expended only for those purposes for which the funds were allocated.

Section 7: That pursuant to Section 18 of the *TransNet* Extension Ordinance, the City of National City certifies that each project of \$250,000 or more will be clearly designated during construction with *TransNet* project funding identification signs.

Section 8: That the City of National City does hereby certify that all other applicable provisions of the *TransNet* Extension Ordinance and SANDAG Board Policy No. 31 have been met.

Section 9: That the City of National City agrees to indemnify, hold harmless, and defend SANDAG, the San Diego County Regional Transportation Commission, and all officers and employees thereof against all causes of action or claims related to the City of National City's *TransNet* funded projects.

PASSED and ADOPTED this 17th day of May, 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 the Memorandum of Understanding \(MOU\) between the City and the National City Police Officers' Association \(NCPOA\) and authorizing General Fund fiscal year 2021-2022 appropriations of \\$12,000 for benefit increases. \(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 17, 2022

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City, California, Approving the Memorandum of Understanding (MOU) between the City and the National City Police Officers' Association (NCPOA) and authorizing General Fund fiscal year 2021-2022 appropriations of \$12,000 for benefit increases.

PREPARED BY: Molly Brennan, Administrative Services
Director

DEPARTMENT: Human Resources

APPROVED BY: *Molly Brennan*

PHONE: 619-336-4265

EXPLANATION:

The labor agreement between the City of National City and the National City Police Officers' Association (NCPOA) expired December 31, 2021. City representatives began meeting and conferring in good faith with NCPOA representatives in June 2021 for the purpose of negotiating a successor agreement. On April 28, 2022 the NCPOA membership voted to ratify the terms of a three (3) year agreement, retroactive to January 1, 2022 as set forth by the negotiating teams. Attachment 1 is a summary of the terms of the agreement which have changed from the prior MOU.

FINANCIAL STATEMENT:

APPROVED: *Molly Brennan* **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

The Fiscal Year 2021-2022 General Fund budget appropriation for personnel services will increase by \$12,000. Over the term of the labor agreement, personnel costs paid by the City will rise by approximately \$1.9M, as compared to the current budgeted expenditures.

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 the terms of a three (3) year agreement reached between the City National of City negotiating team and the City of National City Police Officers' Association (NCPOA).

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Summary of Package Tentative Agreement Between City and NCPOA
2. NCPOA Memorandum of Understanding
3. Resolution



SUMMARY OF NCPOA MOU CHANGES

Term: January 1, 2022 – December 31, 2024

Wages – All Members	Top step base salary placement at the mid-point between the 3 rd and 4 th ranked comparison agencies the first pay period of: August 2022 September 2023 September 2024
Wages – Shift Differential	Swing Shift differential increasing from 2% base salary to 3% first full pay period after MOU approval. Increasing from 3% to 4% January 1, 2023. Graveyard Shift differential increasing from 4% base salary to 5% first full pay period after MOU approval. Increasing from 5% to 6% January 1, 2023.
Floating Holidays	Consolidated Lincoln and Washington’s Birthdays into Presidents’ Day and added Juneteenth as a floating holiday
POST Pay	Intermediate POST Certificate pay increasing from 2% base salary to 3% first full pay period after MOU approval. Increasing from 3% to 4% the first full pay period of July 2023, and from 4% to 5% the first full pay period of July 2024. Advanced POST pay increasing from 8% base salary to 9% first full pay period after MOU approval. Increasing from 9% to 10% the first full pay period of July 2023.
Death in the Line of Duty	If a represented employee is killed in the line of duty, City shall pay the greater of either the value of accrued sick leave up to 1,000 hours or \$5,000 to the designated spouse or beneficiary. Previous MOU was \$5,000.

CITY OF NATIONAL CITY



**MEMORANDUM
OF
UNDERSTANDING**

BETWEEN

**CITY OF NATIONAL CITY
CALIFORNIA**

and

**NATIONAL CITY
POLICE OFFICERS' ASSOCIATION**

AGREEMENT PERIOD

JANUARY 1, 2022 – DECEMBER 31, 2024

**MEMORANDUM OF UNDERSTANDING CONCERNING WAGES AND OTHER TERMS AND
CONDITIONS OF EMPLOYMENT BETWEEN THE CITY OF NATIONAL CITY AND THE
NATIONAL CITY POLICE OFFICERS' ASSOCIATION
FOR THE FOLLOWING PERIOD OF TIME:
JANUARY 1, 2022 – DECEMBER 31, 2024**

The representatives of the City Manager of the City of National City, for and on behalf of the City Council of the City of National City, have met and conferred with the representatives of the National City Police Officers' Association, an organization representing employees of the City of National City, in accordance with the provisions of Section 3500 et. Seq., of the Government Code of the State of California, and;

As a result of meeting and conferring in good faith with said Group, agreement has been reached on the following terms and conditions of employment as applied to those employees who are members of and represented by the Association; and the Memorandum of Understanding concerning said agreed terms and conditions of employment has been approved by the City Council of the City of National City on May 17, 2022, by Resolution No. 2022-XX.

For the CITY:

BRAD RAULSTON
City Manager

EDWARD L. KREISBERG
Chief Negotiator

TONY WINNEY
Assistant City Manager

JOSE TELLEZ
Chief of Police

PAUL VALADEZ
Budget Manager

GRACE NAVARRO
Human Resources Manager

For the NCPOA:

BRAD FIELDS
Chief Negotiator

DANIEL SCANLON
President NCPOA

OMAR RAMIREZ
NCPOA Representative

WADE WALTERS
NCPOA Representative

STEVE SHEPHARD
NCPOA Representative

JOE CAMACHO
NCPOA Representative

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION	4
ARTICLE 2 – VACATION AND HOLIDAY LEAVE/FURLOUGH LEAVE.....	5
ARTICLE 3 – LEAVE ELIGIBILITY AND PROCEDURE.....	8
ARTICLE 4 – MILITARY LEAVE.....	9
ARTICLE 5 – COURT LEAVE.....	10
ARTICLE 6 – SICK LEAVE WITH PAY	11
ARTICLE 7 – SPECIAL LEAVE WITH PAY	15
ARTICLE 8 – THE COMPENSATION PLAN	16
ARTICLE 9 – PAY DIFFERENTIAL	18
ARTICLE 10 – OVERTIME.....	20
ARTICLE 11 – COMPENSATORY TIME	23
ARTICLE 12 – EDUCATION/POST CERTIFICATE INCENTIVE PAY	25
ARTICLE 13 – LONGEVITY PAY	27
ARTICLE 14 – CAFETERIA PLAN FOR HEALTH, DENTAL AND INSURANCE PLANS	28
ARTICLE 15 – EMPLOYEE LIFE INSURANCE	30
ARTICLE 16 – PUBLIC EMPLOYEES’ RETIREMENT SYSTEM.....	31
ARTICLE 17 – MANAGEMENT RIGHTS	33
ARTICLE 18 – LONG TERM DISABILITY INSURANCE	34
ARTICLE 19 – UNIFORM ALLOWANCE	35
ARTICLE 20 – SALARIES.....	36
ARTICLE 21 – ASSOCIATION RIGHTS.....	38
ARTICLE 22 – EMPLOYEE RIGHTS.....	39
ARTICLE 23 – WORK WEEK/DAY	40
ARTICLE 24 – TRAINING	41
ARTICLE 25 – EMPLOYEE GRIEVANCE PROCEDURE.....	42
ARTICLE 26 – CONTINUATION OF WAGES, HOURS AND WORKING CONDITIONS.....	48
ARTICLE 27 – AGREEMENT, MODIFICATION, WAIVER	49
ARTICLE 28 – OBLIGATION TO SUPPORT	50
ARTICLE 29 – PROVISIONS OF LAW	51
ARTICLE 30 – TERM OF PROVISIONS	52
ARTICLE 31 – EMPLOYEE ASSISTANCE PROGRAM.....	53
ARTICLE 32 – USE OF CITY VEHICLES	54
ARTICLE 33 – DEFINITIONS.....	55

ARTICLE 1 – RECOGNITION

The City continues to recognize the Association as the formally recognized majority employees' organization for the following full-time employees of the National City Police Department:

(A) **Sworn Positions:**

Police Lieutenant
Police Sergeant
Police Corporal
Police Officer

(B) **Non-Sworn Positions:**

Police Recruit

ARTICLE 2 – VACATION AND HOLIDAY LEAVE/FURLOUGH LEAVE

Section 1 Purpose

The purpose of Vacation and Holiday leave is to provide time for an employee to be away from the work environment and to enable such employee to return to work mentally refreshed. All employees shall be entitled to annual vacation and holiday leave with pay.

Section 2 Accrual Rates

- A. All accrual rates in this section are based on years of service at the City of National City, except Paragraphs B and C, below. Employees covered by this Memorandum of Understanding shall earn vacation and holiday leave as follows:

Date of hire through 5 th year anniversary	7.39 hrs. per pay period of service
1 st pay period after 5 th year anniversary to 15 year anniversary	8.92 hrs. per pay period of service
1 st pay period after 15 year anniversary	10.46 hrs. per pay period of service

- B. Employees hired laterally after June 23, 2014 from another public safety department, who have already completed police academy training, shall immediately accrue vacation and holiday leave with the City based on the total number of pay periods of consecutive employment the employee had with the two public safety departments immediately preceding being hired by the City. For example, a lateral with a total of 10 years of consecutive employment with their current and one prior public safety employer would, upon employment with the City, accrue 8.92 hours of vacation and holiday pay per pay period of service he/she performs for the City.
- C. Lateral employees from another public safety department who had already completed police academy training and were hired by the City of National City before June 23, 2014 were placed in the highest tier for vacation and holiday leave with the City.
- D. It is recognized that the above accrual rates includes eight (8) hours credit for each of the following ten (10) fixed holidays and four (4) floating holidays:

Fixed Holidays	Floating Holidays
New Year's Day – January 1 st	Juneteenth – June 19 th
Martin Luther King Day – 3 rd Monday in Jan	Presidents' Day – 3 rd Monday in Feb
Cesar Chavez Day – March 31 st	Columbus Day – 2 nd Monday in October
Memorial Day – Last Monday in May	Veteran's Day
Independence Day – July 4 th	
Labor Day – 1 st Monday in September	
Thanksgiving Day – 4 th Thursday in Nov	
Day After Thanksgiving Day	
Christmas Eve Day – December 24 th	
Christmas Day – December 25 th	

Section 2 Accrual Rates (continued)

It is further recognized that this provision shall not limit any additional future benefits applicable to the above mentioned holidays and that any such future benefits or compensation shall be granted.

Section 3 Maximum Vacation Accumulation

An employee may accumulate vacation and holiday leave to a maximum of three (3) times the annual accrual, and accrual shall stop whenever the employee reaches the maximum.

Section 4 Vacation Schedules

1. Vacation schedules shall be arranged by the Department Head, taking into account the needs of the Department, the needs and wishes of the employees and the employees' seniority.
2. An employee may take earned vacation in any increment of one (1) hour or more with the consent of the Department Head.

Section 5 Terminal Vacation and Holiday Leave Pay

Upon termination of employment for any cause, an employee shall be entitled to pay in lieu for the number of accumulated vacation and holiday leave credited to the employee's account under the provisions of this section. All leave available upon completion of an employee's last day of work shall be a lump sum payment termed "terminal vacation and holiday pay".

Section 6 Terminal Vacation and Holiday Leave

In the case of retirement, the employee may elect to place himself/herself on terminal vacation and holiday leave. In such a case, the employee will use all accumulated vacation and holiday time and retire at the end of said period.

Section 7 Holidays Occurring on Normal Work Day

In the event an employee is required to work, as determined by the Chief of Police or designee, on a fixed holiday listed in Section 2 above, hourly compensation shall be based on the overtime rate.

Section 8 Vacation Sell Back

During the term of this agreement, all employees (except Police Recruits) meeting the eligibility criteria defined below, may convert a minimum of 20 hours and a maximum of 80 hours of their accumulated vacation and holiday leave time to pay. The City shall attempt to process these requests prior to the Thanksgiving holiday.

In order to convert accrued vacation hours:

- a. Employees must use a minimum of 40 vacation hours during the eligibility period.
- b. Employees must submit a written request to the Human Resources Department to convert vacation hours to pay on or before November 1 of each year.
- c. The eligibility period is defined as the first pay period in November to the last pay period in October.

Section 9 Furlough Bank

Current furlough bank hours shall remain in each employee's account until used by the employee as time off from work with pay. Requests to use furlough hours shall be made and may be approved consistent with present vacation policies. Furlough bank hours have no cash value and if not used prior to separation shall be extinguished.

ARTICLE 3 – LEAVE ELIGIBILITY AND PROCEDURE

Section 1 Leave Categories

Consistent with the provisions of this MOU, employees shall be entitled to annual vacation and shall be allowed sick, injury, emergency and special leaves of absence. Administrative leave will be treated the same as time actually worked for purposes of leave requests, benefits and pay.

Section 2 Requests for Leave

All requests for leaves of absence, whether with or without pay, shall be submitted in writing on prescribed forms, and, except as provided in the case of Administrative Leave, Court Leave and Special Meetings, must meet the approval of the Department Head.

Section 3 Leave Approval

Except in the case of sick, emergency or military leave, the time during which any leave of absence shall be taken by an employee shall be designated by the Department Head.

Section 4 Leave of Absence – Commencement and Termination

Each leave of absence shall be granted for a specific period of time and a specific cause, and if such cause shall cease to exist prior to the expiration of the period for which the leave is granted, such leave shall thereafter be invalid.

Section 5 Leave of Absence - Failure to Report

Leaves of absence shall be indicated on the payroll time sheets submitted to the Director of Finance for checking and certification. Failure of an employee to report at the expiration of leave shall separate the employee from City service and shall be considered, in effect, a resignation; provided, however, the Department Head may in his/her discretion cancel such separation if circumstances warrant such cancellation.

ARTICLE 4 – MILITARY LEAVE

In addition to the leaves of absence provided in this Article, City employees who are also members of the armed services or militia or organized reserves of this State or Nation, shall be entitled to the leaves of absence and the employment rights and privileges provided by the Military and Veterans' Code of the State of California.

1. The term "military service" as used herein shall signify service on active duty with any branch of service above mentioned, as well as training or education under the supervision of the United States preliminary to induction into the military service.
2. The terms "active service" or "active duty" shall include the period during which such employee while in military service is absent from duty on account of sickness, wounds, leave or other lawful cause.
3. No employee serving under a permanent appointment in the Classified Service shall be subjected by any person directly or indirectly by reason of his absence on military leave to any loss or diminution of accrued vacation, holiday, insurance, pension, retirement or other privilege or benefit now offered or conferred by law, or be prejudiced by reason of such leave with reference to promotion, continuance in office or employment, re-appointment or re-employment.
4. When military leave is granted to an employee in the Classified Service pursuant to this section, the position held by such employee shall be filled temporarily only during the employee's absence, except in the event of the employee's death while on leave, and said employee shall be entitled to be restored to such position, or to a position of like seniority, status and pay, upon return from such leave, provided the employee is still mentally and physically qualified to perform the duties of such position, and provided said employee makes application for re-employment within 90 days after being relieved from such military service.
5. During absence on military leave, any employee in the Classified Service who has been employed continuously by the City for a period of not less than one (1) year prior to the date upon which such absence begins, shall receive his regular salary and benefits for a period not to exceed normal hours worked in 30 calendar days (or 180 hours maximum) in any one fiscal year. All services of said employee in the recognized military service shall be counted as employment with the City.

ARTICLE 5 – COURT LEAVE

An employee who is required by court order to serve as a juror or as a witness who is not a party to a court action, or an employee required to attend or testify at court in a lawsuit against the City in which the employee is a named defendant, shall be granted leave for such purpose upon presentation of proof of the period of said employee's required attendance to the Police Chief/designee. The employee shall receive full pay for the time the employee serves on court duty, provided the money received as a juror or witness is deposited with the Finance Department for credit to the proper fund. Request for such leave shall be made upon leave of absence forms, and the normal work schedule of an employee on court leave may be adjusted to accommodate the needs of the department and the employee's particular circumstances.

If the employee makes a court appearance during the morning session and at least part of the afternoon session, after he/she has just completed working a graveyard shift, and if the employee is scheduled to work the next succeeding night shift, the employee shall either:

1. Take the succeeding scheduled graveyard shift off with paid compensation at straight time for the succeeding shift; or
2. With the approval of the on-duty watch commander or shift supervisor, work the succeeding scheduled graveyard shift and receive time and one-half paid compensation for the actual court appearance time.

ARTICLE 6 – SICK LEAVE WITH PAY

The intent of this Article is to provide a continuity of full salary to those employees who are unable, because of illness or injury, to perform the duties of their position or who would expose fellow workers or the public to contagious disease and are thereby forced to be absent from employment and to provide necessary time off from work for medical and dental care subject to administrative regulations designed to prevent malingering or abuse of these privileges.

Section 1 Sick Leave Defined

Sick leave is the necessary absence from duty of an employee and may be approved for:

1. Diagnosis, care, or treatment of the employee's existing health condition or preventive medical or dental care for an employee.
2. The incapacity of the employee while on a scheduled vacation as defined in Section 7 of this Article.
3. Bereavement.

Diagnosis, care, or treatment of an existing health condition of, or preventive care for an employee's family member. For the purposes of using sick leave under this policy only, "family member" shall mean an employee's parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild or grandparent.

In addition, an employee who is a victim of domestic violence, sexual assault, or stalking may use accrued paid sick leave under this policy for the following reasons:

1. To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or the victim's child;
2. To seek medical attention for inquiries caused by domestic violence, sexual assault, or stalking;
3. To obtain services from a domestic violence shelter, program, or rape crisis center;
4. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking;
5. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Section 2 Sick Leave Accumulation

1. Each full-time permanent or probationary employee covered by this Memorandum of Understanding shall be entitled to accumulate sick leave at a rate of 3.69 hours per biweekly pay period if he/she has been on paid status at least half the regularly scheduled work days in that month.
2. Unused sick leave shall be accumulative in an unlimited amount.

Section 3 Limitation on Time Chargeable to Sick Leave

- A. No person shall be entitled to sick leave with pay while absent from duty on account of any of the following causes:
 - 1. Sickness or injury purposely self-inflicted.
 - 2. Sickness or injury caused by willful misconduct.
 - 3. No paid sick leave shall be granted in excess of the employee's sick leave credit or on an employee's regularly scheduled day off.
- B. Absence that is chargeable to sick leave in accordance with this article shall be charged in an amount not smaller than one (1) hour for the first hour of absence and thereafter, in increments of not less than fifteen (15) minutes.

Section 4 Notification

- A. In order to receive compensation while on sick leave, the employee shall notify:
 - 1. The immediate supervisor; or
 - 2. The Department Head; or
 - 3. In the event of the unavailability of either, the senior department representative available.
- B. Notification shall be made prior to or not later than the beginning of the work day in the employee's respective department.
- C. The Department Head may waive the above requirements if, in his/her opinion, an emergency or other exceptional circumstances so warrants.

Section 5 Physician's Statement Required

- A. When absence is for more than three (3) consecutive working days, the department head shall require the employee to furnish, at the employee's expense, a certificate or statement from a licensed and practicing physician, indicating the nature and duration of the employee's incapacity or, if the employee was not examined by a physician, other adequate evidence. Based upon circumstances of the particular case and review of previous sick leave usage, the department head may require evidence of incapacity in cases of shorter periods of absence.
- B. The employee shall not be called at home/hospital while on sick leave for the purpose of pressuring the employee to return to work while still ill or to pressure the employee to perform duties at home/hospital. This section does not limit the right of a supervisor to contact an employee in order to obtain needed information about the status of his/her health and expected date of return to work or for a work related emergency which requires consultation with the employee when other means to rectify the emergency have been exhausted.

Section 6 Separation from City Service

All accumulated sick leave shall be canceled upon separation of the employee from the City service, except as set forth in subsection 8 (“Sick Leave Payment Upon Retirement”). However, if separation is due to lay-off, the employee’s accumulated sick leave, up to a maximum of 240 hours shall be restored to him if the employee is re-employed within 24 months.

Section 7 Illness during Vacation Leave

An employee who becomes incapacitated for work due to the employees' illness or injury while on paid vacation shall have the option of substituting sick leave credit for vacation provided the employees' request for sick leave substitution is accompanied by a doctor’s statement or other evidence satisfactory to the Department Head or his designee.

Section 8 Sick Leave Payment upon Retirement

An employee hired on or before June 30, 1979 shall upon formal retirement from the City under the Public Employees' Retirement System be paid for each day of unused sick leave or fraction thereof which has accrued to his credit up to and including his last day of work but not to exceed 45 days or 360 hours. An employee hired on or after July 1, 1979 shall not be entitled to sick leave payoff upon retirement.

Section 9 Evidence of Cause of Absence

In all cases of absence due to sickness or injury of the employee or illness, injury or death in the employee's immediate family, the employee may be required to furnish the Department Head evidence substantiating the request for such leave. Failure to furnish such evidence upon request shall be sufficient reason to deny the leave of absence with pay.

Section 10 Sick Leave Incentive Pay

1. Employees using 40 or fewer hours of sick leave during the fiscal year may convert 50% of their remaining accrued sick leave up to a maximum of 50% of an employee’s annual rate of accrual (i.e. 50% of 96 hours). Sick leave not converted to pay shall be carried over and accumulated for use when needed. For purposes of this section, sick leave used in relation to a death in the immediate family as provided in Article 9, shall not be counted against the forty (40) or fewer hour eligibility limit on sick leave usage.
2. Pay shall be computed based on the following schedule and all computations shall be rounded to the nearest whole hour:

Remaining Sick Leave at End of Fiscal Year	Pay Incentive (50%)
96 hours	48 hours
88 hours	44 hours
80 hours	40 hours
72 hours	36 hours
64 hours	32 hours
56 hours or less	0 hours

(EXAMPLE: Employee has 93 hours remaining yearly sick leave; therefore, 93 hours x .5 = 46.5 hours = 47 hours of pay)

Section 10 Sick Leave Incentive Pay (continued)

3. Payment will be made during the month of August each year. Pay will be computed based on the employee's salary step on June 30 of the preceding fiscal year.
4. Payment will be made to an employee hired during the fiscal year on a prorated basis provided he/she is on payroll June 30.
5. Employees who separate during the fiscal year will be compensated on a prorated basis subject to their formal separation date.

ARTICLE 7 – SPECIAL LEAVE WITH PAY

Section 1 Intent

The intent of this Article is to allow the limited use of sick leave credits by an employee who is confronted with emergency illness, injury or death in said employee's immediate family as defined in Article 35 of this MOU with regard to family care. Consistent with provisions of this MOU, an employee who is eligible for sick leave with pay as defined in Article 8 of this MOU, shall be granted special emergency leave with pay by the Department Head to be charged against the employee's sick leave accumulation.

Section 2 Special Leave Defined

Special leave is defined as anything that cannot be anticipated or planned necessitating absence from duty of an employee because of emergency, illness or injury of a member of the immediate family requiring the attendance of an employee upon said immediate family member as defined in Article 35 of this MOU until professional or other attendance can be obtained, or the absence from duty of an employee to discharge the customary obligations arising from a death of a member of the employee's immediate family, as defined in Article 35 of this MOU.

Section 3 Limitation

Special leave with pay granted pursuant to this Article shall be limited to a maximum of 60 hours annually.

Special leave with pay must be approved by the Department Head or his designee consistent with the provisions of this Article.

ARTICLE 8 – THE COMPENSATION PLAN

Section 1 Salary Advancement

The Compensation Plan has the following characteristics:

1. The salary range for all classifications, except Police Corporal, consists of five (5) steps (A through E). The salary for Police Corporal is a flat amount approximately five percent (5%) higher than "E" step for Police Officer.
2. The increase from one step to the next step on each salary range is as indicated in the salary schedule for Police Department employees.

The success of the Compensation Plan depends upon incentives which will encourage employees to put forth increasing efforts as they advance through the salary steps of the salary range. Salary advancement for each employee shall be granted only upon a satisfactory evaluation ("standard" or above) and a recommendation to the City Manager by the department head. The step increase must then be approved by the City Manager or his designee.

If an employee is denied his/her salary step advancement due to failure of the department head or other administrators to follow applicable Civil Service or Personnel Rules, he/she may appeal said denial through the established Grievance Procedure.

Section 2 Salary Steps

The steps of the salary range shall be interpreted and applied as follows. The second, third, fourth and fifth salary steps are incentive adjustments to encourage an employee to continue to improve his work:

1. The first salary step (Step "A"), is the minimum rate and will normally be the hiring rate. Appointment may be made to other than normal entering salary step upon the recommendation of the department head and upon the approval of the City Manager, when it is decided that such action is in the best interests of the City.
2. The second salary step (Step "B"), twelve (12) months of satisfactory service at Step "A" shall make an employee eligible consistent with Section 1 for consideration for this salary advancement.

Employees hired prior to July 1, 1981 require six (6) months of satisfactory service to become eligible for consideration for this salary advancement.

3. The third salary step (Step "C"), twelve (12) months of satisfactory service at the Step "B" shall make an employee eligible consistent with Section 1 for this salary advancement.

Employees hired prior to July 1, 1981 require six (6) months of satisfactory service to become eligible for consideration for this salary advancement.

Section 2 Salary Steps (continued)

4. The fourth salary step (Step "D"), twelve (12) months of satisfactory service at Step "C" shall make an employee eligible consistent with Section 1 for this salary advancement.

Employees hired prior to July 1, 1981 require six (6) months of satisfactory service to become eligible for consideration for this salary advancement.

5. The fifth salary step (Step "E"), twelve (12) months of satisfactory service at Step "D" shall make an employee eligible consistent with Section 1 for this salary advancement.

All rates shown and conditions set forth herein, are in full payment for services rendered and are intended to cover full payment for the number of hours now regularly worked in each class. Each promotion shall carry with it an annual salary increase during the first year equal to approximately five percent (5%).

The provisions of this Article are based upon the salary schedule adopted by the City Council.

ARTICLE 9 – PAY DIFFERENTIAL

Section 1

Those employees classified as Police Officer, Police Corporal or Police Sergeant and assigned Police Service Dog Handler duty on a permanent basis shall receive a specialty pay differential of 4% of base salary per month for the duration of said assignment.

Section 2

Those employees classified as Police Officer, Police Corporal or Sergeant and assigned motorcycle duty on a permanent basis shall receive a specialty pay differential of 4% of base salary per month for the duration of said assignment.

Section 3

Effective January 1, 2016, those employees who, upon recommendation of the Chief of Police and the approval of the Administrative Services Director, and successful completion of a Bilingual Performance Evaluation administered by the Human Resources Department, who are regularly required to use their bilingual skills in Spanish, Tagalog or any second language approved by the Chief of Police and the Administrative Services Director, shall receive a pay differential as follows: 3% of monthly base salary for Sergeants and Lieutenants and 4% of monthly base salary for Officers and Corporals.

Section 4

Those employees classified as Police Officer shall receive a specialty pay differential of 3% of their base salary for each shift in which a police officer is assigned a trainee and is required to write an evaluation of the trainee's performance.

Section 5

Those employees permanently assigned to the SWAT Team shall receive a hazardous pay differential of 3% of their base salary, and shall be paid only for the time the employee is assigned to the SWAT Team.

Section 6

Corporals assigned by Command Staff to work a full shift or more as an acting sergeant shall receive an additional 5% of base pay for the hours worked as an acting sergeant. This provision shall not preclude a Corporal being eligible for any greater acting pay benefit that may be provided by Department policy or a City-wide rule, in which case the greater benefit shall apply instead of, but not in addition to, the benefit provided under this provision.

Section 7

Officers (except Officers in a training status), Corporals, Sergeants and Lieutenants assigned to work Swing Shift shall receive a shift differential in the amount of 2.0% of their base salary. Effective the first full pay period following City Council approval of this 2022-2024 MOU, the Swing Shift differential shall increase to 3.0% of base salary. Effective the pay period that includes January 1, 2023, the Swing Shift differential shall increase to 4.0% of base salary.

Officers (except Officers in a training status) Corporals, Sergeants and Lieutenants assigned to work Graveyard shall receive a shift differential in the amount of 4.0% of their base salary. Effective the first full pay period following City Council approval of this 2022-2024 MOU, the Graveyard Shift differential shall increase to 5.0% of base salary. Effective the pay period that includes January 1, 2023, the Graveyard Shift differential shall increase to 6.0% of base salary.

Section 8

Effective the first full pay period following Council approval of a new MOU, the City agrees to pay sworn employees that are residents of National City \$200 per month.

ARTICLE 10 – OVERTIME

1. The smallest unit of time credited as overtime as an extension of shift shall be 6 minutes. The overtime policy issued to clarify how overtime is calculated shall be used by the City to calculate overtime hours.
2. Overtime credit must be for work specifically ordered, requested or approved by the Department Head or a designated representative. All time, (including actual hours worked, sick leave, vacation, etc.) except suspension time shall be considered in the determination and calculation of overtime.
3. Except as provided in Section 5 regarding court time, if an employee is required to return to his/her place of employment after he/she has completed a normal work day, he/she shall receive overtime pay for a minimum of four (4) hours unless such overtime is within three (3) hours of the beginning of the employee's regular work period, in which case the employee shall receive overtime pay for one (1) hour more than the overtime hours worked. Said employee shall have the option of taking compensatory time off in lieu of call back pay.
4. All overtime compensation shall be at time and a half whether it is paid or is credited as compensatory time off.
 - (a) The 14-day FLSA work period shall coincide with the bi-weekly pay period. Though the City is only required to pay FLSA overtime for hours actually worked over eighty-six (86) in a bi-weekly pay period, the City under this MOU agrees to pay overtime for all hours over eighty (80) hours of paid time in a biweekly pay period.
5. Employees on scheduled time off, who are subpoenaed in the line of duty or required by the Department Head or his designee to be present in criminal or juvenile court, or other judicial proceedings shall receive overtime compensation for all time actually spent and required to be at court. Employees shall be guaranteed a minimum of four (4) hours for each separate court appearance unless such overtime is within one (1) hour of the beginning of the employee's regular work period, in which case a one (1) hour minimum will be paid. Said employee shall be reimbursed for the round trip mileage of the shorter of either the mileage between the Police Station and the location to which said employee is subpoenaed, or the actual mileage said employee travels round trip between the employee's home and the location to which said employee is subpoenaed.
 - (a) Overtime shall not be granted to an employee who schedules voluntary leave and then volunteers to work overtime during the scheduled leave.
 - (b) Overtime shall not be granted to an employee who is scheduled to appear in court during his regular shift and requests and is granted leave time. This paragraph shall not apply to an annual scheduled vacation or a person on leave who is unexpectedly ordered to appear in court.
 - (c) Those employees classified as Police Officer, Police Corporal or Police Sergeant and assigned Motorcycle duty on a regular basis shall receive two hours paid at an overtime rate per week (4 hours per pay period) to compensate them for the time outside their regular schedule necessary to clean their assigned motorcycles.

- (d) Those employees classified as Police Officer, Police Corporal or Police Sergeant who are assigned Police Canine duty on a regular basis shall receive three and one-half (3.5) hours paid at an overtime rate per week (7 hours per pay period) to compensate them for the routine care and maintenance of their assigned canine. Care and maintenance includes routine off-duty care and maintenance of the canine (feeding, watering, exercising, grooming, administering any medication), the take home police vehicle and the facilities used to house the canine, including routine daily obedience training for their canine. 3.5 hours represents a good faith estimate of the City and POA of the average time required to perform these duties.

Periodic duties, such as taking the canine to the veterinarian, the purchase of dog food or supplies, more extensive cleaning of the police vehicle, repairs to the police vehicle, repairs to the construction of the facilities used to house the canine, and the time spent with the City's Canine Trainer, are not considered to be routine care and maintenance activities, and are not intended to be compensated by this Section. All such periodic duties shall be performed during the Police Canine Handler's assigned shift. Any need for overtime beyond the 3.5 hours per week and/or outside the scope of routine care and maintenance must be specifically ordered, requested, and approved by the Canine Lieutenant or a designated representative. Requests to repair the police vehicle and the facilities used to house the canine shall be made to the Public Works Department during the Canine Officer's shift.

- 6. Along with other rights reserved to management, the right of management to make changes in prior practices to more effectively and efficiently carryout the requirements of the Federal Fair Labor Standards Act is recognized subject to the following limitations:
 - (a) No changes shall be inconsistent with the other provisions of this article except as required by law; and
 - (b) The Association shall be notified in writing of such changes and such notification shall be prior to implementation unless this is not feasible due to unforeseen circumstances or legal requirements; and
 - (c) The Association reserves the right to meet and confer on these changes by submittal of a written request within 30 days prior to or after their implementation.
- 7. The parties understand that unexpected problems may arise in the administration of overtime and leave. At the request of either party to this agreement, a committee composed of representative of the National City Police Officers' Association and the City will meet and discuss overtime and leave issues with the intent to reduce unnecessary overtime and maximize the opportunity to reduce furlough and comp time balances.

8. Change of Schedule

With the understanding that the needs of the department will sometimes require short notice, every effort will be made to notify employees regarding transfers or shift adjustments as far in advance of such changes as is possible. Employees (other than probationary employees) who are subject to transfer or shift adjustment shall be notified no less than 7 calendar days prior to that movement or adjustment. Probationary employees who are subject to transfer or shift adjustment shall be notified no less than forty-eight (48) hours prior to that movement or adjustment. If such notice cannot be made or is not made, and the employee chooses to not waive calendar days notification guideline, the first shift worked on the new schedule shall be compensated at time and a half.

Employees who usually work a 4/10 schedule may be assigned to a 5/8 schedule for training scheduled for a full week or longer. For training of 8 hours or more up to 10 hours, employees shall be credited with ten hours worked even if the length of the training day was scheduled for or lasted fewer than 10 hours. For training of less than a week but more than a day, employees shall be credited for the actual number of hours that the training lasted and may either a) use vacation or comp time for the differences between the length of the training and 10 hours or b) work that amount of time on either the same day or on another day during the same pay period.

9. Department Credit Card

The City shall make a credit card available for department use in paying for reimbursable travel and training costs. Use of the department credit card, including the details of the expenditure and the amount to be charged to that card, must be approved by the Chief of Police or his/her designee, prior to using the credit card.

ARTICLE 11 – COMPENSATORY TIME

Section 1

An employee is entitled to receive 1.5 hours of compensatory time off in lieu of pay for each hour of overtime worked. The maximum compensatory time an employee may bank shall be one hundred-thirty (130) hours.

Section 2

When an employee's employment terminates for any reason, all comp time shall be paid to said employee at the employee's current regular rate (base pay plus applicable incentive and specialty pays computed to an hourly rate) as specified under the Fair Labor Standards Act.

Section 3

An employee may use his comp time to extend his regular vacation period with the approval of the Department Head.

Section 4

Along with other rights reserved to management, the right of management to make changes in prior practices to more effectively and efficiently carryout the requirements of the Federal Fair Labor Standards Act is recognized subject to the following limitations:

- (a) No changes shall be inconsistent with the other provisions of this article except as required by law; and
- (b) The Association shall be notified in writing of such changes and such notification shall be prior to implementation unless this is not feasible due to unforeseen circumstances or legal requirements; and
- (c) The Association reserves the right to meet and confer on these changes by submittal of a written request within 30 days prior to or after their implementation.

Section 5

Employees may cash comp time during employment, as follows:

- (a) Employees will have the opportunity to cash out a total of 120 hours of earned but unused comp time between the following dates: July 1 through March 31, of any fiscal year.

Section 5 (continued)

- (b) An employee can only cash out comp time twice a year, during the above listed time period. Employees must request a cash out of comp time in a memorandum addressed to the Chief of Police.
- (c) The minimum number of hours that an employee can cash out, per request, is 20 hours. The maximum, per request, is 80 hours.
- (d) The Operations Assistant will be tasked with tracking employees' requests to assure employees do not exceed two requests per the listed fiscal year.

ARTICLE 12 – EDUCATION/POST CERTIFICATE INCENTIVE PAY

Safety employees covered by this Memorandum of Understanding are eligible for educational incentive pay upon meeting the requirements indicated below.

AS or AA in Related Field: \$30.00 per month; however, this benefit is only available to employees already receiving such benefit as of July 1, 2002.

POST Intermediate Certificate: 2.0% of base monthly pay. Effective the first full pay period following City Council approval of this 2022-2024 MOU, Intermediate POST pay will increase to 3.0% of base monthly pay. Effective the first full pay period in July 2023, Intermediate POST pay will increase to 4.0% of base monthly pay. Effective the first full pay period in July 2024, Intermediate POST pay will increase to 5.0% of base monthly pay.

Advanced POST: 8.0% of base monthly pay. Effective the first full pay period following City Council approval of this 2022-2024 MOU, Advanced POST pay will increase to 9.0% of base monthly pay. Effective the first full pay period in July 2023, Advanced POST pay will increase to 10.0% of base monthly pay.

General Requirements

1. Completion of the initial Probationary Period with the National City Police Department.
2. Performance Report of at least "Satisfactory" on last two (2) reports.
3. Recommendation from the Chief of Police and the approval of the City Manager or designee.

Tuition Reimbursement

The Educational Expenses Reimbursement Plan is available to employees who wish to improve their work performance through furthering their education. The plan provides reimbursement for up to \$3,500 per fiscal year and is open to all employees who meet the following criteria:

1. Successful completion of probation.
2. A proposed course of instruction is related to the employee's employment with the City, or the course is required for a degree in a closely related field. The Chief of Police or his designee has the final authority on determining whether a course or degree is job related. Request must be submitted in writing on appropriate department form according to established procedures.
3. The reimbursement may be used to cover the costs of tuition, registration and books at a local community or state college or university.
4. The course must be passed with a grade of "C" or better. If taken on a pass/fail basis, employee must pass course(s) taken.
5. The employee must show written documentation of the expenditures being claimed for reimbursement.
6. The Police Chief will be given an annual budget of \$30,000 for purposes of tuition reimbursement pursuant to this Article. Once this budget is fully expended in any one year, no further tuition

reimbursement is available for that year. If the Department is about to exhaust its entire \$30,000 fiscal year budget, the Department will reimburse employees within that fiscal year in the same order in which the employees received Department approval for course reimbursement.

ARTICLE 13 – LONGEVITY PAY

For employees hired on or before June 30, 2011, the City shall provide longevity pay as follows:

- (a) After 15 years of continuous and uninterrupted service, in a classification represented by the Association, the sum of \$40.00 per month;
- (b) After 20 years of continuous and uninterrupted service, in a classification represented by the Association, the sum of \$45.00 per month;
- (c) After 25 years of continuous and uninterrupted service, in a classification represented by the Association, the sum of \$50.00 per month, which shall be the maximum payable.

Vacations, sick leave, military leave and absence authorized by the City Council of National City shall not be considered as interruption of service.

In the event an employee ceases to be employed by National City for a reason other than military service or lay-off, all rights to longevity pay shall be forfeited and expire, and if said officer or employee is subsequently re-employed by the City, said employee shall not be entitled to any longevity pay by reason of prior employment.

ARTICLE 14 – CAFETERIA PLAN FOR HEALTH, DENTAL AND INSURANCE PLANS

Section 1 Health Coverage

As a benefit to full-time employees covered by this Memorandum of Understanding, the City will provide a group health and dental insurance program. The benefits and limitations of the program are to be designed cooperatively by the Association, the insurance carrier and the City. The Association and the City agree to select and implement health insurance programs that meet the requirements of applicable law.

The City will provide a cafeteria benefit to all employees for use of paying insurance premiums for health, dental and other insurance plans. As of December 31, 2018, the City contributes as follows:

CITY’S CONTRIBUTION IF ELECT THE KAISER HIGH DEDUCTIBLE HEALTH PLAN (Kaiser HDHP):

Employee Only	\$457.56/month
Employee +1	\$736.80/month
Employee +2 or more	\$1,029.81/month

CITY’S CONTRIBUTION FOR ALL PLANS OTHER THAN KAISER HIGH DEDUCTIBLE HEALTH PLAN (Kaiser HDHP):

Employee Only	\$527.41/month
Employee +1	\$876.54/month
Employee +2 or more	\$1,227.43/month

Effective the first full pay period following City Council adoption of this 2019-2021 MOU, the City will contribute the same amount regardless of what health plan an employee chooses equal to the amounts contributed to the non-high deductible plans. Also, effective the first full pay period following City Council adoption of this 2019-2021 MOU, the City will contribute \$50 per month more than the City would be otherwise obligated to contribute under the cost sharing methodology described in the next paragraph.

Each health plan year (currently February through the following January), the City’s new contribution obligation for employee only, employee +1, and employee +2 or more shall be the City’s monthly contribution amounts from the prior health plan year plus 50% of any increase in the lowest cost health plan and dental plan.

Section 2 Money in Lieu

An employee may elect to receive an amount equivalent to the City's contribution minus the cost of health coverage for the employee alone, as cash in lieu.

Section 3 Retiree Health Benefit

Employees covered by this MOU must retire from the City of National City and have at least 20 full years of pensionable service credit with National City Police Department to receive \$20/month for each year of service with National City Police Department as the City’s contribution towards the retiree’s medical insurance premium.

Section 3 Retiree Health Benefit (continued)

This contribution shall continue until reaching age 65. A qualifying retiree may receive these contributions even if not enrolled in a City health plan, so long as the retiree annually provides the City with written proof (e.g. copy of health insurance invoice and payment) that the retiree is using the contributions to pay for health premiums and understand that the retiree is solely responsible for any taxes that might be due as a result of the City's contributions.

ARTICLE 15 – EMPLOYEE LIFE INSURANCE

As a benefit to full-time employees covered by this Memorandum of Understanding, the City will provide a group life insurance program. The benefits and limitations of the program are to be designed cooperatively by the Association, insurance carrier and the City. The City will provide \$50,000 Basic Life Accident Insurance coverage for each employee.

Death in the Line of Duty

If an Association represented employee is killed due to an accident or injury occurring in the line of duty, the City shall pay the greater of either the value of accrued sick leave up to a maximum of 1,000 hours or \$5,000, whichever is greater, to the designated spouse or domestic partner or other designated beneficiary.

ARTICLE 16 – PUBLIC EMPLOYEES’ RETIREMENT SYSTEM

Section 1

Consistent with the Government Code of the State of California, employees are local safety or miscellaneous members of the Public Employees' Retirement System and are entitled to all benefits previously adopted amendments by the Board of Administration of PERS and the City Council.

Section 2 Plan Definitions

The following benefits and definitions apply to the retirement plan benefits:

- (a) **“Classic Employee” Definition:** Classic employees are defined as current employees and future employees who do not qualify as a “new member” under the California Public Employees’ Pension Reform Act of 2013 (PEPRA).
- (b) **“New Member” Definition:** New members are defined in the Public Employees’ Pension Reform Act of 2013 (PEPRA), Government Code Section 7522.04(f).
- (c) **CalPERS Retirement Formula for Public Safety New Members (Police Officer, Police Corporal, Police Sergeant and Police Lieutenant) as Defined Under the Public Employees’ Pension Reform Act of 2013 (PEPRA):** Public safety “new members” as defined by PEPRA who are hired by the City on or after January 1, 2013 shall be entitled to the 2.7% at age 57 retirement formula with highest three (3) year average final compensation as set forth in PEPRA.
- (d) **CalPERS Retirement Formula for Public Safety Classic Employees (Police Officer, Police Corporal, Police Sergeant and Police Lieutenant) Hired on or After March 18, 2010 (current employees and employees who do not qualify as “New Members” under PEPRA):** Current public safety employees or former City of National City employees who were members of CalPERS while employed with the City and had membership with CalPERS prior to January 1, 2013 and who are rehired on or after March 18, 2010 and other employees hired after January 1, 2013 who do not qualify as “new members” under PEPRA shall be entitled to or continue to be entitled to the 3% at age 55 retirement formula with single highest 12-month period for final compensation.
- (e) **CalPERS Retirement Formula for Public Safety Classic Employees Hired Before March 18, 2010:** Public safety employees hired before March 18, 2010 shall continue to be entitled to the 3% at age 50 retirement formula with single highest 12-month period for final compensation.

Each of the above-listed plans shall include the following optional benefits:

- (h) Third Level of 1959 Survivor Benefit (Section 21573)
- (i) Credit for Unused Sick Leave (Section 20965)

- (j) The City will report Employer Paid Member Contributions (EPMC), effective the last pay period in June, 2009, as compensation earnable to PERS under applicable California Government Code and California Code of Regulations provisions.

Section 3 Employee Contributions to Pension

- (a) Effective the first full pay period in January 2019, Classic Employees shall pay 1.0% toward the employer CalPERS rate in addition to the full employee CalPERS contribution percentages of 9.0% for a total contribution of 10.0%. Effective the first full pay period in January 2020, Classic Employees shall pay an additional 1.0% toward the employer CalPERS rate for a total contribution of 11.0%.
- (b) New Members shall pay 50% of the normal share of cost required by PEPRRA for the applicable pension formula and benefit.

ARTICLE 17 – MANAGEMENT RIGHTS

Except--and only to the extent--that specific provisions of this Agreement expressly provide otherwise, the City has and will continue to retain regardless of the frequency of exercise, rights to operate and manage its affairs in each and every respect. The rights of the City shall include, but not be limited to the right:

to determine the mission of its constituent departments, commission, boards; set standards of service determine the procedures and standards of selection for employment and promotions; direct its employees; establish and enforce reasonable dress and grooming standards, determine the methods and means to relieve its employees from duty because of lack of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content and intent of job classifications; approve or disapprove secondary employment held by departmental employees; determine methods of financing; determine style and/or types of City-issued wearing apparel, equipment or technology to be used; determine and/or change the facilities, methods technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted; determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to the right to contract for or subcontract any work or operations of the City; to assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice; establish and modify productivity and performance programs and standards; discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for just cause; establish reasonable employee performance standards including, but not limited to quality and quantity standards; and to require compliance therewith; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

In exercising these rights the City shall comply with all applicable provisions of this MOU. The exercise of said rights shall not preclude employees or their representatives from meeting and conferring as required by law with City management representatives about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

ARTICLE 18 – LONG TERM DISABILITY INSURANCE

The City will provide up to \$30 per month, per employee to provide a Long Term Disability Insurance Plan as selected by the POA.

In the event the cost of providing Long Term Disability Insurance exceeds the established City contribution, the employee must pay the excess amount, and if the cost is less than \$30/month, the City shall provide the cost of insurance only, and the employee will not receive the excess as cash-in-lieu. It is the employee's responsibility to notify the Police Department and Human Resources Department when benefits under the plan are awarded.

ARTICLE 19 – UNIFORM ALLOWANCE

Section 1

The City shall provide \$900 per year to full-time employees in the classifications of Police Lieutenant, Police Officer, Police Recruit, Police Sergeant, and Corporal to be applied towards the purchase and maintenance of prescribed uniforms.

Section 2

In addition to the above the City shall provide each new employee appointed to a position listed above \$450 toward the initial purchase of prescribed uniforms.

Section 3

The City shall provide each sworn employee a flat badge.

ARTICLE 20 – SALARIES

Section 1 Salary Schedule

The City shall provide on a timely basis each year a copy of the official salary schedule developed by the Finance Department.

Section 2 Salary Adjustments

A. Police Officer, Sergeant, Lieutenant

Effective the first full pay period in August 2022, and then again in the first full pay period of September 2023, and September 2024, the City will adjust the salary range for Police Officer by the percent necessary (if any) to move the salary of a top step National City Police Officer to the mid-point of the salary of a top step police officer or deputy sheriff (excluding longevity) in the 3rd and 4th ranked comparison agencies (including National City among the comparison agencies) in effect, and already approved by the applicable City Council or Board, at the comparison agencies as of the beginning of the City's first full pay period in August 2022 (and the first full pay period in September 2023 and September 2024 for the 2023 and 2024 adjustments). If a National City Police Officer is ranked fourth, employees shall receive the percent necessary to move the top step salary of a National City Police Officer to the mid-point between that salary and the top step salary (excluding longevity) of the third ranked agency. If a National City Police Officer already is ranked 3rd or higher, employees shall not receive a salary decrease under this paragraph.

Section 3 Salary Adjustments (continued)

For purposes of this subsection, adjustments will be made upon current salaries, comparing top step to top step excluding longevity, in place at the time of the pay period adjustment among the comparison agencies. Subsequent retroactive adjustments are not to be considered nor are salary increases not yet ratified or approved. The agreed upon comparison agencies are (1) Oceanside (using its "Step G" for police officer pay); (2) Escondido (using its "Step 6" police officer pay); (3) Chula Vista; (4) Carlsbad; (5) City of San Diego; (6) National City; (7) El Cajon; (8) Coronado; (9) San Diego County Sheriff's Department; and (10) La Mesa.

The same methodology as set forth in the prior two paragraphs shall be used for separately surveying and adjusting the pay of a National City Sergeant and National City Lieutenant (i.e. survey and survey adjustments as of the City's first full pay period in August 2022, September 2023, and September 2024). If a survey agency in the future no longer has a Lieutenant classification, the parties will promptly meet and confer regarding that agency's elimination of the Lieutenant classification (i.e. whether or not to include the agency, use the second line supervisor, other) with each side retaining all the rights of meet and confer including but not limited to the Association reserving the right to move an impasse on the issue to fact-finding.

B. Police Corporals

The salary for Police Corporals shall be a flat amount approximately five percent (5%) higher than "E" step for Police Officer.

B. Police Corporals (continued)

After 2 years of continuous service as a Police Corporal, the salary shall increase to a flat amount approximately six-and-a-half percent (6.5%) higher than “E” step for Police Officer. After 5 years of continuous service as a Police Corporal, a Police Corporal shall be paid a salary approximately nine percent (9.0%) higher than “E” step for Police Officer.

ARTICLE 21 – ASSOCIATION RIGHTS

Section 1

The City recognizes the right of the Association to govern its internal affairs.

Section 2

Upon the receipt of a written request and authorization from an employee for deduction of Association dues and other related lawful deductions, the City shall withhold such dues and deductions from the salary of the employee and remit the withholdings to the Association in a timely manner. The City shall continue to withhold such deductions unless the employee files a written statement with the City withdrawing authorization for the continued withholding of the deductions.

Section 3

The Association shall have sole and exclusive use of specific bulletin board space, clearly marked and identified as such, of roughly four feet by eight feet in dimension, located in the hallway area of the Police Department. The Police Chief shall designate the authorized bulletin board space and said space shall be the only space which is authorized for the posting of Association business. Material placed on the bulletin board shall be at the discretion of the Association with the understanding that materials so posted shall only be for legitimate communications with members. Said postings shall not be offensive to good taste, defamatory or involve support or opposition to candidates for political office within the City government. The Police Chief or his designee shall have the right to remove any such materials upon prior notice to the Association representative. The Association shall be responsible for maintaining the space provided in an orderly condition and shall promptly remove outdated materials.

Section 4

The employee shall be allowed to designate a representative to assist said employee in:

1. Preparing and presenting grievances;
2. Preparing and processing material for Disciplinary Hearing;
3. Preparing and presenting material for any legitimate Employer-Employee relations matter for which representation is granted pursuant to existing law.

Section 5

Subject to the needs of the department and the approval of the Chief of Police, designated employee representatives shall be allowed reasonable release time from regularly scheduled duties to present grievances and material for Disciplinary Hearing on behalf of the affected employee if said employee requests said assistance and to meet with City management representatives relative to matters of Employer-Employee Relations.

ARTICLE 22 – EMPLOYEE RIGHTS

Each individual employee shall have the following rights which he/she may exercise in accordance with the National City Employer-Employee Relations Resolution and all applicable laws, ordinances, and rules and regulations and this MOU:

1. The right to form, join and participate in the activities of employee organizations of his/her own choosing for the purpose of representation on matters of his/her employee relations with the City, or to refuse to join or participate in the activities of any employee organization.
2. The right to pay dues to such employees organization through regular payroll deduction.
3. The right to be free from interference, intimidation, restraint, coercion, discrimination or reprisal on the part of his/her department head for his membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.
4. The right to represent himself/herself individually in his/her employee relations with the City.
5. The right to review his/her personnel file by so requesting in writing to the appropriate City official.
6. The City shall maintain only one official employee personnel file and that file shall be in the custody of the City Personnel Officer. That personnel file shall be the only official source or repository of documents pertaining to the employee's performance, past and present, leave requests, disciplinary records and commendations.

The employee's personnel file will not contain information relating to the employee's background investigation, Civil Service Examination results pertaining to initial hiring or promotional examinations, legal correspondence, workers' compensation records, aside from injury claims or any ongoing or incomplete internal investigations or citizens complaints. These documents shall be maintained in separate files by the Chief of Police or the Personnel Officer. A duplicate official personnel file may be maintained by the Chief of Police for the convenience of the employee and as an administrative aide. The employee's immediate supervisor may maintain files with information that is kept for a maximum of 12 months during ongoing investigation or in preparation for an employee performance appraisal report. However, at such time as the investigation is complete or the performance appraisal has been completed, such material shall then either be placed in the employee's official personnel file or destroyed. In no event shall such material be maintained in any location other than the official file referred to above nor shall materials be placed in the employee's official personnel file without his/her knowledge.

7. Whenever an employee desires to represent himself/herself in consulting with City management during his/her regular hours of work, he/she shall first request from his/her department head permission to take time off to do so. Said request shall be granted unless the needs of the City or Department are such that the employee's services cannot be spared during the particular time requested. In such case the employee shall be permitted to re-schedule his/her appointment with City management.
8. Discipline shall remain in the affected employee's personnel file for five (5) years with the exception of a "Written Notice of Deficiency," which shall remain in the personnel file for two years from the date of issuance. At the end of said period of time, the disciplinary action shall be removed from the employee's file provided that no ensuing similar discipline has been imposed. Consistent with the above provisions, all materials of this nature more than five (5) years old shall be removed from employees' personnel files.

ARTICLE 23 – WORK WEEK/DAY

Section 1

All employees of the National City Police Department covered by this agreement who work four (4) ten (10) hour days per work week, including two (2) 15 minute rest periods, one-half (½) hour lunch break and "roll call" shall be scheduled for three (3) consecutive days off per work week.

Section 2

All employees of the National City Police Department covered by this agreement who work five (5) eight (8) hour days shall have two (2) consecutive days off per week. Said shift shall include two (2) 15 minute rest periods and "roll call" and one-half (½) hour off duty unpaid lunch break.

Section 3

If the rest periods are not utilized the time cannot be accumulated nor will additional compensation be provided.

Section 4

The City agrees to provide an Alternative 4/10 Work Schedule to Police Detectives. Assignment of this schedule will be completed by the Investigations Unit Lieutenant and approved by the Chief of Police, with the requirement that the Investigations Unit have staff available at all times during the Monday through Friday workweek.

Section 5

Employees shall be allowed fifteen (15) minutes at the start of their shift to put on (donning) their safety gear and fifteen (15) minutes at the end of their shift to take off (doffing) their safety gear. Briefing will begin fifteen (15) minutes after the start of a shift and end fifteen (15) minutes before the end of a shift to allow for the donning and doffing of safety gear.

ARTICLE 24 – TRAINING

All sworn Police Department employees should have equal opportunities to attend P.O.S.T. training consistent with the needs of the department.

The City will pay for the actual travel time required for training outside San Diego County. Employees are expected to work with the department to flex their schedules to avoid overtime.

ARTICLE 25 – EMPLOYEE GRIEVANCE PROCEDURE

Section 1 Purpose

The purpose and objectives of this Grievance Procedure of the City of National City are:

- A. To promote improved employer-employee relations by establishing grievance procedures on matters within the scope of a Memorandum of Understanding between the City and a recognized employee association for which appeal or hearing is not provided by other regulations.
- B. To assure fair and equitable treatment of all employees and promote harmonious relations among employees, supervisors and management.
- C. To encourage the settlement of disagreements informally at the employee-supervisor level and provide an orderly procedure to handle grievances throughout the several supervisory levels where necessary.
- D. To provide that appeals shall be conducted as informally as possible.
- E. To resolve grievances as quickly as possible and correct, if possible, the cause of grievances, thereby reducing the number of grievances and future similar complaints.

This grievance procedure is applicable to all employees in positions within a bargaining unit represented by an employee association. This procedure does not supersede the grievance or other appeal procedures in the Civil Service Rules of the City.

Section 2 Identification of Participants

For the purpose of this grievance procedure, the following definitions shall apply:

- A. **Association**: The employee organization recognized by the City to represent employees in the grievant's bargaining unit.
- B. **City**: The City of National City.
- C. **City Manager**: The City Manager or his designee.
- D. **Department**: A major organizational unit of the City.
- E. **Department Head or Head of a Department**: The chief executive officer of a department.
- F. **Employee or City Employee**: A member of a bargaining unit either at the time of initiation of the grievance or within seven (7) calendar days prior to initiation of the grievance.
- G. **Employee Representative**: An individual who appears on behalf of the employee.

Section 2 Identification of Participants (continued)

- H. **Grievance**: A complaint of an employee, or a group of employees or the Association on behalf of its membership as a whole, arising out of the application or interpretation of existing provisions of an MOU.
- I. **Immediate Supervisor**: The individual who normally assigns, reviews or directs the work of an employee.
- J. **Management**: (1) Any employee having significant responsibilities for formulating and administering City policies and programs, including but not limited to the chief executive officer and department heads; (2) Any employee having authority to exercise independent judgment to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward or discipline other employees, or having the responsibility to direct them or to adjust their grievances, or effectively to recommend such action if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.
- K. **Memorandum of Understanding (MOU)**: A written agreement between an employee organization and the City which is a result of the meet and confer process.
- L. **Personnel Officer**: The Personnel Officer or his designee.
- M. **Second Level Supervisor**: The individual to whom an immediate supervisor normally reports.

Section 3 Scope of Grievance Procedure

- A. To be reviewable under this procedure, a grievance must:
 - 1. Concern matters or incidents that have occurred.
 - 2. Results from an act or omission by management which is alleged to be a violation of a specific provision of a current Memorandum of Understanding.
 - 3. Arise out of a specific situation, act or acts complained of as being unfair which result in specified inequity or damage to the employee(s).
- B. A grievance is not reviewable under this procedure if either it is a matter which would require the modification of the MOU or a policy established by the City Council or by law. Also, a grievance is not reviewable under this procedure if it is reviewable under some other administrative or Civil Service procedure such as:
 - 1. Applications for changes in title, job classification or salary;
 - 2. Appeals from formal disciplinary proceedings;
 - 3. Appeals arising out of Civil Service examinations;
 - 4. Appeals from work performance evaluations.

Section 3 Scope of Grievance Procedure (continued)

- C. A complaint may not be considered under this procedure if a grievance has been filed on the same matter under the Civil Service Grievance Procedure (Rule IX).

Section 4 Special Provisions of the Grievance Procedure

- A. **Procedure for Presentation**: In presenting a grievance the employee shall follow the sequence and the procedure outlined in Section 5 of this Procedure.
- B. **Prompt Presentation**: The employee shall discuss the grievance with the immediate supervisor promptly after the act or omission of management causing the grievance.
- C. **Submittal of Grievance**: The written grievance shall be submitted on a form prescribed by the Personnel Officer for this purpose. At each level, the form must be completed fully, signed by the grievant and hand delivered or sent by U.S. mail to the designated reviewer's office.
- D. **Statement of Grievance**: The grievance must contain a statement of:
 - 1. The specific situation, act or acts complained of as being unfair;
 - 2. The specific provision(s) of the MOU which has been violated;
 - 3. The inequity or damage suffered by the employee;
 - 4. The relief sought;
 - 5. The representative of the grievant (if applicable).
- E. **Employee Representative**: The employee may choose someone to provide representation at any step in the procedure. No person hearing a grievance need recognize more than one representative for any employee at any one time.
- F. **Handled During Working Hours**: Whenever possible, grievance hearings and meetings with reviewers will be conducted during the regularly scheduled working hours of the parties involved.
- G. **Extension of Time**: The time limit within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties involved at the step to be extended.
- H. **Consolidation of Grievances**: If the grievance involves a group of employees or if a number of employees file separate grievances on the same matter, the grievances may be handled by management as a single grievance.

Section 4 Special Provisions of the Grievance Procedure (continued)

- I. **Settlement:** A grievance shall be considered settled and not subject to further consideration or re-filing if *any* of the following conditions exist:
1. The grievant indicates in writing that the grievance is withdrawn.
 2. The specific remedy requested on the grievance form is granted.
 3. The grievant does not submit the grievance to the next higher level of review with the normal time limits or extended time limits obtained in writing by mutual agreement.
- J. **Rejection:** A grievance may be rejected for consideration at any time during the grievance review process for any of the following reasons:
1. The grievant does not meet the definition of "employee" indicated in Section 2.
- K. **Representation:** The grievant may elect to be represented by the Association or any other person or to represent himself/herself. If the grievant elects to not be represented by the Association, the Association shall be given a copy of the grievance and its resolution.
- L. **Deletion of Step(s):** By mutual written consent of the department head and the grievant, any one or more of the first three (3) steps of the procedure may be omitted in consideration of a specific grievance when it is felt that this is in the best interests of an equitable and expeditious resolution of the grievance.
- M. **Reprisals:** The grievance procedure is considered an integral part of the employee-employer relations policy of the City. As such, it is intended to assure a grievant and his/her representative the right to present the grievance without fear of disciplinary action or reprisal of any kind by his/her supervisor or other agents of the City provided he/she observes the provisions of the grievance procedure.

Section 5 Grievance Procedure Steps

The following procedure shall be followed by an employee submitting a grievance:

- Step I** **Immediate Supervisor:** The employee shall discuss the grievance with the immediate supervisor within 20 calendar days of the alleged act or omission of management causing the grievance. Within seven (7) calendar days the supervisor shall give a decision to the employee verbally.
- Step II** **Second-Level Supervisor:** If the employee and supervisor cannot reach an agreement as to a solution of the grievance or the employee has not received a decision within the time limit above, the employee may within seven (7) calendar days present the grievance in writing to his/her supervisor who shall endorse his/her comments thereon and present it to his/her second level supervisor within seven (7) calendar days. The second-level supervisor shall hear the grievance and give a written decision to the employee within fourteen (14) calendar days after receiving the grievance.

Section 5 **Grievance Procedure Steps (continued)**

Step III **Department Head:** If the employee and second level supervisor cannot reach an agreement as to a solution of the grievance or the employee has not received a written decision within the time limit, the employee may within seven (7) calendar days present the grievance in writing to the department head. The department head shall hear the grievance and give a written decision to the employee within fourteen (14) calendar days.

Step IV **Non-Binding Arbitration:**

- (a) **Grievance to Personnel Officer:** If the grievant and the department head cannot reach an agreement as to a solution of the grievance or the employee has not receive a written decision within the time limit, the grievant may within fourteen (14) calendar days present the grievance in writing to the Personnel Officer.
- (b) **Selection of Arbitrator:** Within seven (7) calendar days of receiving the grievance at this level, the Human Resources Director shall request a list of five (5) arbitrators from California State Mediation and Conciliation Services with experience in public sector employment. The grievant and City shall alternatively strike names from the list until one name remains, which person shall serve as the arbitrator. The parties shall flip a coin to determine who shall strike first, with the “winner” of the coin toss striking second and the “loser” of the coin toss striking first. The parties shall share equally the cost of the arbitrator. If the arbitrator requires a transcript, a court reporter shall be utilized, the cost of which shall be shared by the parties. Alternatively, the parties may mutually agree to utilize a court reporter, in which case the cost shall also be shared equally. In the absence of a court reporter, and with the agreement of the arbitrator, the hearing may be tape recorded.
- (c) **Arbitration Hearing:** The arbitration hearing shall be private, unless the grievant requests that the hearing be public. Each side shall have the opportunity to present witnesses and evidence. The arbitrator shall rule on the admissibility of evidence, and strict legal rules of evidence shall not apply.
- (d) **Arbitration Decision:** The arbitrator shall submit a written decision to the City Manager with a copy to the grievant that shall make findings of fact and make a recommendation on what remedy or remedies, if any, the arbitrator concludes appropriate. Any remedy in favor of the grievant requires a finding that the grievant satisfied the requirements of the grievance procedure, and be supported by a preponderance of the evidence and be consistent with the applicable MOU.
- (e) **City Manager's Response:** The City Manager shall provide written response to both parties on the resolution of the grievance. If the City Manager disagrees with any recommendation of the arbitrator, his written response shall indicate strong and compelling reason(s) for that disagreement. Basis for disagreement may be any one or more of the following:
 - 1. The arbitrator substantially deviated from the hearing procedures.
 - 2. The recommendation is in excess of the remedy sought on the initial grievance submittal.
 - 3. The recommendation is inconsistent with the MOU.

Section 5 Grievance Procedure Steps (continued)

4. The recommendation is inconsistent with the facts as stated in the grievance form and/or the written information provided by the arbitrator.

The decision of the City Manager shall be final and not subject to further appeal except for such appeals to the Courts and State or Federal compliance agencies as provided by law.

Section 6 Interpretation and Application

The Personnel Officer is responsible for the interpretation and application of this grievance procedure. In the event of disagreement with the Personnel Officer's actions or interpretations, the final authority will be the City Manager. The City Manager's determinations on the application and interpretation of the grievance procedure are final and not subject to further appeal or grievance.

ARTICLE 26 – CONTINUATION OF WAGES, HOURS AND WORKING CONDITIONS

The provisions of this Memorandum of Understanding shall not be revised to adversely affect the employees covered by this Memorandum of Understanding during the term of this Memorandum of Understanding.

Any written policies and procedures or past practices regarding wages hours and working conditions subject to meeting and conferring which are currently in existence and not changed by this MOU, shall not be revised to adversely affect the employees covered by this MOU during the term of the MOU without prior meeting and conferring in good faith with the Association.

ARTICLE 27 – AGREEMENT, MODIFICATION, WAIVER

- A. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing and affixed hereto by all parties and approved by the City Council.
- B. The waiver of any breach, term or condition of this memorandum by either party shall not constitute a precedent in the future enforcements of all of its terms and provisions.

ARTICLE 28 – OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum and during the period of time said Memorandum is pending before the City Council for action, neither the employee organization nor management, nor their authorized representatives, will appear before the City Council or meet individually or privately with said members of the City Council, to advocate any amendment, deletion or addition to the terms and conditions of this Memorandum. It is further understood that this article shall not preclude the parties from appearing before the City Council to advocate or urge the adoption and approval of this Memorandum in its entirety.

ARTICLE 29 – PROVISIONS OF LAW

This MOU is subject to all future and current applicable federal, or state and local laws and regulations.

If any part or provision of this MOU is in conflict with such applicable provisions of Federal or State laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of the MOU shall not be affected, and the Employees' Association and/or the City shall have the right to meet and confer within 30 days concerning said section. This MOU shall supersede all City rules or ordinances which are in conflict with this MOU.

ARTICLE 30 – TERM OF PROVISIONS

This is the entire integrated agreement and it shall be effective January 1, 2022 through December 31, 2024, superseding all conflicting provisions of the previous MOU and past practices.

ARTICLE 31 – EMPLOYEE ASSISTANCE PROGRAM

The City shall provide an Employee Assistance Program (EAP) available to all employees in the bargaining unit. A program description shall be developed by the City with the input of the Association and a request for proposals will be circulated. Final selection of the contractor to provide this service shall be made by the City with the input of the Association.

ARTICLE 32 – USE OF CITY VEHICLES

Section 1

Under normal circumstances, employees, other than probationary employees, with the following assignments shall be allowed to drive an assigned City vehicle between their residence and their work station:

- (A) Motorcycle Officers
- (B) Officers assigned to the canine program
- (C) The Detective Lieutenant
- (D) The Detective Sergeant assigned to Crimes Against Person
- (E) The Detective whose primary assignment is to Homicide Investigation
- (F) Crimes of Violence Investigator
- (G) Crimes of Property Investigator
- (H) Other employees on a temporary basis when it is determined by the Chief to best meet the interests of the department

The primary residence of employees in categories (C) – (G) above must be located in San Diego County to qualify for a take-home vehicle, with the exception of an employee assigned to the DEA Task Force.

Section 2

The City will provide marked take home cars to sworn employees who live in National City and are off probation, except for those POA members who can take home cars under Section 1 above. Should the number of eligible employees exceed the number of marked patrol vehicles available for this purpose, the distribution of the vehicles would be based upon seniority. Officers assigned take home cars under this provision will follow the same rules and guidelines as officers assigned under Section 1 of this agreement. The City maintains the right to rescind this program at any time.

Section 3

Except as specifically provided in this Article, no employees represented by the POA will be allowed to take home cars.

ARTICLE 33 – DEFINITIONS

Unless the particular provision or the context otherwise requires the definitions and provisions contained in this article shall govern the construction, meaning and applications of words and phrases used in this Memorandum of Understanding.

ADVANCEMENT – Shall mean a salary increase within range of compensation provided for each position, which is conditioned upon a given minimum term of meritorious service in the same position and which is made without examination.

ANNIVERSARY DATE – Shall mean the date that the employee completes twelve (12) calendar months of service. Under normal circumstances, when an employee receives a promotion to a new classification, the promotion date will become the new anniversary date for the employee.

APPOINTING AUTHORITY – Shall mean the City Council, the City Manager and any other person or body to whom the power to appoint personnel to positions in the Classified Services may be delegated.

ASSOCIATION – Shall mean the National City Police Officers' Association.

CALENDAR YEAR – Shall mean a twelve (12) month period beginning January 1 and ending December 31.

CLASS – Shall mean a position or group of positions sufficiently similar in respect to duties and responsibilities that the same title may reasonably and fairly be used to designate each position allocated to the class, that the same minimum qualifications may be required, and the same salary range may be made to apply with equity.

CLASSIFIED SERVICE – Shall mean all positions in the competitive service of the City of National City which are subject to the provisions of the Civil Service Ordinance No. 1076 creating the Civil Services System and the Rules of the Civil Service Commission.

COMPENSATION – Shall mean any salary, wage, fee, allowance or other emolument paid to an employee for performing the duties and exercising the responsibilities of a position.

COMPENSATION PLAN – Shall mean the official schedule of pay approved by the City Council assigning one or more rates of pay to each class title.

COMPENSATORY LEAVE – Shall mean time off from work in lieu of monetary payment for overtime worked.

CONTINUOUS SERVICE – Shall mean employment in the City service uninterrupted by separation and applies to the time a person has been employed on a permanent basis or to the continuation of employment from temporary to a permanent appointment, without any break in service.

DEMOTION – Shall mean the appointment of an employee holding position in one class to a position in another class having lower maximum salary rate; movement to a lower step within the same class; or for employees covered by the State Government Code Section 3300-311 (Police Officers' Bill of Rights), loss of special assignment pay.

DEPARTMENT – Shall mean the Police Department.

DEPARTMENT HEAD – Shall mean the Chief of Police or his designee

EMPLOYEE – Shall mean a person who is legally an incumbent of position in the Classified Service or who is on authorized leave of absence from such a position with the right to return to his position.

FISCAL YEAR – Shall mean a twelve (12) month period beginning July 1 and ending June 30.

IMMEDIATE FAMILY – For the purpose of family care under Article 9 of this MOU, shall mean any person who is related by blood, marriage or adoption and shall include children of the employee, children of the employee's spouse, the employee's spouse, domestic partner as well as the employee's parents and grandparents. For purposes of memorial observance, under Article 9 of this MOU, immediate family shall include the individuals listed above for family care and also include the siblings of the employee or the employee's spouse or domestic partner.

INTERIM APPOINTMENT – Shall mean a short term appointment made from an eligible list.

LAY-OFF – Shall mean the involuntary, non-disciplinary separation of an employee from a position resulting from lack of work, lack of funds or abolishment of a position.

LEAVE – Shall mean an approved type of absence from work as provided for by these Rules.

PERMANENT EMPLOYEE – Shall mean an employee who has been appointed to a permanent position. A permanent employee may be serving a probationary period.

PERMANENT POSITION – Shall mean a specific office or classification, whether occupied or vacant, carrying responsibilities and calling for the performance of certain duties by one individual. This position shall be included in the Classified Service and may be either on a part-time or full-time basis.

PERMANENT STATUS – Shall mean the satisfactory completion of one (1) year of probationary service and continuing permanent appointment.

PERSONNEL OFFICER – Shall mean the City Manager or the person appointed by the City Manager to act as Secretary to the Civil Service Commission, to administer the activities of the Personnel Department and to exercise general supervision over the employment policy of the City subject to the direction of the Commission.

POSITION – Shall mean any specific office or classification, whether occupied or vacant, carrying certain responsibilities and calling for the performance of certain duties by one individual, either on a full-time basis or part-time basis.

PROBATIONARY PERIOD – Shall mean the working test period during which an employee is required to demonstrate his fitness by the actual performance of the duties and responsibilities of his position and during which time he may be terminated without right of appeal to the Civil Service Commission.

PROBATIONARY STATUS – Shall mean service in a permanent position prior to completion of the prescribed period of probationary service.

PROBATIONER – Shall be an employee in the Classified Service who is serving a probationary period.

PROVISIONAL APPOINTMENT – Shall mean the temporary appointment of a person who possesses the minimum qualifications established for a particular class and who has been appointed to a position in the class in the absence of available eligibles; any non-permanent appointment, other than seasonal, part-time or emergency appointment, which is not made from a re-employment list or an eligible list.

SALARY RANGE – Shall mean one or more, but commonly five (5) specific pay rates having a percentage relationship to one another, assigned to a class of positions as the compensation for the class.

SALARY RATE – Shall mean a specific dollar amount, expressed as either an annual rate, a monthly rate, a semi-monthly rate, a biweekly rate or an hourly rate, as shown in the Compensation Plan of the City.

SALARY STEP – Shall mean the location of a salary rate within a salary range, as identified by a letter of the alphabet.

SENIORITY – Shall mean the number of months of continuous service in the Police Department in a permanent position.

TEMPORARY EMPLOYEE – Shall mean an employee appointed to a position of a non-permanent nature on a provisional basis.

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE MEMORANDUM OF UNDERSTANDING (“MOU”) BETWEEN THE CITY OF NATIONAL CITY AND THE NATIONAL CITY POLICE OFFICERS’ ASSOCIATION (NCPOA) AND AUTHORIZING GENERAL FUND FISCAL YEAR 2021-2022 BUDGET APPROPRIATION OF \$12,000 FOR BENEFIT INCREASES

WHEREAS, the labor agreement between the City of National City and the National City Police Officers’ Association (“NCPOA”) expired on December 31, 2021; and

WHEREAS, City representatives began meeting and conferring in good faith with NCPOA Representatives in June of 2021 for the purpose of negotiating a successor agreement; and

WHEREAS, on April 28, 2022, NCPOA membership voted to ratify the terms of a three (3)-year agreement, retroactive to January 1, 2022, as set forth by the negotiating teams.

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

Section 1: Hereby approves the Memorandum of Understanding (“MOU”) between the City of National City and the National City Police Officers’ Association (“NCPOA”).

Section 2: Authorizes a Fiscal Year 2021-2022 General Fund Fiscal Year 2021-2022 budget appropriation of \$12,000 for benefit increases.

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 17th day of May, 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: [Fiscal Year 2022/2023 Preliminary Budget Update. \(Finance\)](#)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: May 17, 2022

AGENDA ITEM NO. 1

ITEM TITLE:

Fiscal Year 2022/2023 Preliminary Budget Update (Finance)

PREPARED BY:

Paul Valadez

PHONE: 619-336-4332

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Please see attached powerpoint presentation.

FINANCIAL STATEMENT:

ACCOUNT NO.

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Staff recommends City Council to review and provide feedback to staff on Preliminary Fiscal Year 2022/2023 Budget.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Power Point Presentation
2. Preliminary FY2022/2023 is available for public review @ <https://www.nationalcityca.gov/government/finance/budgets>



**FISCAL YEAR 2022 - 2023
PRELIMINARY BUDGET UPDATE**

May 17, 2022



Brad Raulston City Manager

Budget Team

**Tony Winney, Molly Brennan
Janel Pehau, Paul Valadez, Sheila Pangco**

Fiscal Year 2022 – 2023 Preliminary Budget Update Outline

- ❖ Fiscal Year 2022-2023 Preliminary Budget Summary
- ❖ Discussion of Previous/New Decision Items
- ❖ City Council Comments and Direction



FY23 Preliminary Budget

Total Operating & Capital Budget FY 23 Preliminary vs FY 22 Adopted

	<u>FY 23 Preliminary</u>	<u>FY 22 Adopted</u>	<u>Change</u>
All Funds			
All Revenues	\$ 124,157,211	\$ 113,908,730	\$10,248,481
All Expenditures	124,326,121	123,082,275	1,243,846
Projected Use of Fund Balance	\$ (168,911)	\$ (9,173,545)	\$ 9,004,634





FY 23 CIP REQUEST

	Vehicle Fleet	Parks & Facilities	Infrastructure	Totals
General Fund (001)	\$1,592,500		\$1,000,000	\$2,592,500
Facilities Maintenance (001)		\$900,000		\$900,000
Park Maintenance Fund (105)	\$89,000			\$89,000
Facilities Maintenance (626)	\$36,000			\$36,000
Sewer Fund (125)	\$18,000		\$2,000,000	\$2,018,000
Gas Tax RMRA (SB1) Fund (109)			\$1,430,342	\$1,430,342
TransNet (Prop "A") Fund (307)			\$1,784,000	\$1,784,000
Section 8 Fund (502)	\$12,500			\$12,500
Information Systems Maintenance Fund (629)			\$100,000	\$100,000
Development Impact Fees Fund (325)		\$200,000		\$200,000
Transportation Development Impact Fees Fund (326)			\$1,000,000	\$1,000,000
ARPA	\$500,000	2,500,000		\$3,000,000
Totals	\$2,248,000	\$3,600,000	\$7,314,342	\$13,162,342

Preliminary Budget Summary

Fiscal Year 2023

GENERAL FUND

	FY 23 Preliminary	FY 22 Adopted	Change
Total Revenues	\$ 64,514,077	\$56,753,217	\$7,760,860
Transfers In	2,005,500	5,500	2,000,000
Expenditures	62,869,176	58,560,304	4,308,872
Transfers Out	2,311,675	1,993,910	317,765
Fund Balance (Use) Gain	\$ 1,338,726	\$ (3,795,497)	\$ 5,134,223
Total Cost of Direction Items	825,000		
Revenue for Direction Items	31,000		
(Use)/Gain w/Direction Items	\$ 544,726		





City Council Direction Items

Items Approved May 3 Council Meeting

FINE FREE LIBRARY

- Reduce revenue by \$30,000

PASSPORT ACCEPTANCE FACILITY

- One PT Staff at \$20,000
- Estimated revenue of \$31,000 in first year



Direction Items for Discussion

ADD ANIMAL REGULATIONS OFFICER

- \$150,000
 - \$100,000 personnel costs
 - \$30,000 animal services costs to shelter
 - \$20,000 equipment costs
 - Full-time MEA position
- Currently only one Officer, an additional Officer could allow for 7 day a week coverage

ADD CODE ENFORCEMENT OFFICER

- \$106,500
- Full-time MEA position
- Currently staffed at 1 full-time & 2 part-time Code Enforcement Officers



Direction Items for Discussion

ADD NEW STAFF POSITIONS:

HOMELESSNESS OUTREACH COORDINATOR

- \$144,500
- Located in Community Development Department

COMMUNITY HEALTH & ENVIRONMENTAL PLANNER

- \$159,000
- Located in Community Development Department



Direction Items for Discussion

TRANSITION MANAGEMENT INTERN PROGRAM BACK TO CMO

- Reduce budget from \$100,000 to \$50,000
- Would provide day-to-day administrative oversight of program

BALLOT ITEMS TO ELIMINATE ELECTED CITY CLERK & CITY TREASURER

- One-time election cost of \$30,000
- Annual savings of \$47,000 if approved by voters

AFTER SCHOOL PROGRAMING

- Add \$100,000 to recreation budget to explore City operated program



Direction Items for Discussion

STAFFING RETENTION & RECRUITMENT

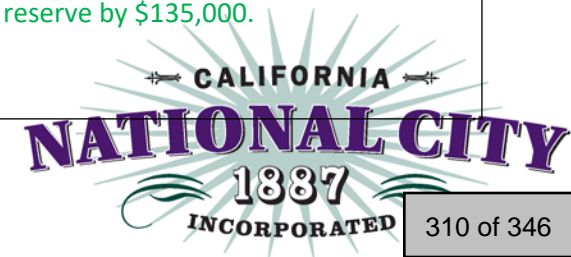
- Dispatcher signing bonus/retention stipend
 - One-time stipends of \$10,000 a year for three years
 - Adds \$140,000 per year for three years to budget
- Pipeline development
 - One-time add to FY23 budget of \$25,000 for succession plan training and enhanced recruitment

Direction Items for Further Discussion

FUND RESERVES TO POLICY TARGET GOAL

- \$735K of General Fund Unassigned Fund Balance to bring the Economic Contingency Reserve and Facilities Maintenance Reserve to policy target levels
 - Economic Contingency Reserve - \$600,000
 - Facilities Maintenance Reserve - \$135,000

Reserve Category	Target level at 6/30/2021	Actual Level as of 6/30/2021	Level Projected at 6/30/2022 (w/out changes)	New Target for FY 2023	6/30/2022 Over/(Under) New Target	Recommendation
Unassigned Fund Balance (10% of General Fund Operating Expenses)	6,100,000	13,956,296	14,292,296	6,400,000	7,892,296	Allocate \$600,000 to the Economic Contingency Reserve and \$135,000 to the Facilities Maintenance Reserve as shown below. Actual amount may remain above targeted level.
Economic Contingency Reserve (20% of General Fund Operating Expenses)	12,200,000	12,200,000	12,200,000	12,800,000	(600,000)	Increase the reserve by \$600,000.
Facilities Maintenance (Three times the annual need for major maintenance)	2,745,000	2,745,000	2,745,000	2,880,000	(135,000)	Increase the reserve by \$135,000.



Preliminary Budget Summary

Fiscal Year 2023

GENERAL FUND

	FY 23 Preliminary	FY 22 Adopted	Change
Total Revenues	\$ 64,514,077	\$56,753,217	\$7,760,860
Transfers In	2,005,500	5,500	2,000,000
Expenditures	62,869,176	58,560,304	4,308,872
Transfers Out	2,311,675	1,993,910	317,765
Fund Balance (Use) Gain	\$ 1,338,726	\$ (3,795,497)	\$ 5,134,223
Total Cost of Direction Items	825,000		
Revenue for Direction Items	31,000		
(Use)/Gain w/Direction Items	\$ 544,726		





Public Comments



City Council Comments/Direction

Summary of Direction Items

- ANIMAL REGULATIONS OFFICER - \$150,000
- CODE ENFORCEMENT OFFICER - \$106,500
- HOMELESSNESS OUTREACH COORDINATOR - \$144,500
- COMMUNITY HEALTH & ENVIRONMENTAL PLANNER - \$159,000
- TRANSITION MANAGEMENT INTERN PROGRAM BACK TO CMO – (\$50,000)
- BALLOT ITEMS TO ELIMINATE ELECTED CLERK TREASURER - \$30,000
- AFTER SCHOOL PROGRAMING - \$100,000
- DISPATCHER SIGNING BONUS/RETENTION STIPEND - \$140,000
- PIPELINE DEVELOPMENT - \$25,000



The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City, California, authorizing the City Manager to enter into an agreement with the National City Host Lions Club in the not-to-exceed amount of \\$7,750.00, to facilitate the Fourth of July Carnival taking place June 30, 2022 to July 4, 2022. \(Library and Community Services\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 17, 2022

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City, California, authorizing the City Manager to enter into an agreement with the National City Host Lions Club in the not-to-exceed amount of \$7,750.00, to facilitate the Fourth of July Carnival taking place June 30, 2022 to July 4, 2022.

PREPARED BY: Joyce Ryan, Library & Community Services
Director

DEPARTMENT: Library & Community Services

PHONE: 619-470-5882

APPROVED BY: 

EXPLANATION:

The National City Host Lions Club is in its 77th year in National City. The organization is dedicated to improving the lives of our residents since its charter was established in 1944 and has provided vision exams and eyeglasses through OneSight Vision Clinic for thousands of local youth over the years. Its main fundraiser to provide this service to the community is the Fourth of July Carnival.

After an absence of two years, the National City Host Lions Club will be returning to Kimball Park with the Carnival and fireworks display this year, if approved by City Council. Due to rising costs for goods and services, the organization is requesting a sponsorship of \$7,750 from the City beyond the co-sponsor waivers that are typically given. In order to facilitate the return of the Carnival and to assist in making the Carnival a vibrant and exciting event for our residents, staff recommends City Council authorization of an agreement with the National City Host Lions Club. The agreement will outline the obligations of each party and the broader positive economic impacts of the event on the National City community. A donation request letter from the Lions Club is attached.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

| Expenditures: 001-409-000-264-000 - \$7,750
Non-Departmental - Promotional Activities |

ENVIRONMENTAL REVIEW:

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

ORDINANCE: **INTRODUCTION:** **FINAL ADOPTION:**

STAFF RECOMMENDATION:

Approve the resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. National City Host Lions Club Donation Request Letter – March 29, 2022
2. Resolution

March 29, 2022

Brian Clapper
P.O. Box 986
National City CA 91950
bclapper51@gmail.com

Brad Raulston, City Manager
1243 National City Blvd.
National City CA 91950

RE: 4th of July Carnival Assistance

Dear Mr. Raulston,

The National City Host Lions Club is hosting its annual 4th of July Carnival this year June 30 – July 4 at Kimball Park in National City. We have already submitted our TUP for the carnival. We would greatly appreciate generous assistance from the City in order to bring this Carnival to life. A donation of \$7,750 would enable us to create a magical Carnival for all of our residents. In addition, the deferment of a fire permit fee would greatly help us.

The National City Host Lions Club has been a part of National City for over 75 years. Our organization is committed to assisting our residents with free eye care and glasses. In a typical year:

- The Lions Club donates 500 pairs of glasses to children in the community
- Assists with scholarships such as the Miss National City Scholarship Program

Our motto is “We Serve” – and where there is a need, there is a Lion!

If you have any questions or concerns, please contact me at bclapper51@gmail.com.

Sincerely,



Brian Clapper
National City Host Lions Club
Carnival Chair

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE NATIONAL CITY HOST LIONS CLUB IN THE NOT-TO-EXCEED AMOUNT OF \$7,750.00 TO FACILITATE THE FOURTH OF JULY CARNIVAL TAKING PLACE JUNE 30, 2022 TO JULY 4, 2022

WHEREAS, the National City Host Lions Club is in its 77th year in the City of National City (“City”); and

WHEREAS, since 1944, the organization has been dedicated to improving the lives of City residents and, over the years, has provided vision exams and eyeglasses through OneSight Vision Clinic for thousands of local youth; and

WHEREAS, National City Host Lions Club’s efforts to provide vision exams and eyeglasses through OneSight Vision Clinic for thousands of local youth is a public benefit to City residents; and

WHEREAS, the National City Host Lions Club’s Fourth of July Carnival is its primary fundraiser while also providing a vibrant and exciting event for City residents; and

WHEREAS, due to rising costs for goods and services, the National City Host Lions Club is requesting the City provide a \$7,750.00 in sponsorship in addition to the co-sponsor waiver it received for past Fourth of July Carnivals; and

WHEREAS, an agreement between the City and the National City Host Lions Club will outline the obligations of each party and the broader positive impacts of the Fourth of July Carnival for the City community arising from the City providing said sponsorship; and

WHEREAS, City staff recommends that the City Council authorize the City Manager to execute an agreement with the National City Host Lions Club in the not-to-exceed amount of \$7,750.00 to facilitate the Fourth of July Carnival from June 30, 2022, to July 4, 2022, at Kimball Park.

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

Section 1: Approves and authorizes the City Manager to execute an agreement with the National City Host Lions Club in the not-to-exceed amount of \$7,750.00 to facilitate the Fourth of July Carnival taking place from June 30, 2022, to July 4, 2022, at Kimball Park in National City.

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 17th day of May, 2022.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Temporary Use Permit – National City Host Lions Club 75th Annual Independence Day Carnival sponsored by the National City Host Lions Club at Kimball Park from June 30, 2022 to July 4, 2022. This is a City co-sponsored event per Council Policy No. 802. \(Community Development\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 17, 2022

AGENDA ITEM NO. |

ITEM TITLE:

Temporary Use Permit – National City Host Lions Club 75th Annual Independence Day Carnival sponsored by the National City Host Lions Club at Kimball Park from June 30, 2022 to July 4, 2022. This is a City co-sponsored event per Council Policy No. 802.

PREPARED BY: | Dionisia Trejo |

DEPARTMENT: Community Development Department

PHONE: |(619) 336-4255|

APPROVED BY: _____



EXPLANATION:

This is a request from the National City Host Lions Club to conduct the National City Host Lions Club 75th Annual Independence Day Carnival at Kimball Park from June 30, 2022 to July 4, 2022. The carnival's hours are as follows: June 30th from 5pm to 11pm, July 1st from 5pm to 11pm, July 2nd from 1pm to 11pm, July 3rd from 1pm to 11pm, and July 4th from 12pm to 12pm.

The carnival will include carnival rides, games, food booths, talent show, watermelon eating contest, youth activities, community displays and a fireworks show display. Bands and other amateur and professional entertainment will be present. Community Services will collaborate with the City Manager's Office to coordinate and host the Miss National City Pageant on Saturday, July 2, 2022. The applicant requests the use of the City's stage for the carnival and the PA system.

Applicant has requested to close "D" Avenue from E.12th Street to the east entrance of Kimball Park's east parking lot. Closure will be from 7:00 a.m. Monday, June 27, 2022 to 4:00 p.m. Tuesday, July 5, 2022.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

|City fee of \$272.00 for processing the TUP, plus \$2,091.00 for the Fire Permits, \$18,618.31 for Public Works, and \$14,538 for Police Department.
Co-sponsored waiver: \$6,000
Total Fees after waiver are \$29,519.31 |

ENVIRONMENTAL REVIEW:

|N/A|

ORDINANCE: INTRODUCTION: | |

FINAL ADOPTION: | |

STAFF RECOMMENDATION:

|Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval. |

BOARD / COMMISSION RECOMMENDATION:

|N/A|

ATTACHMENTS:

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



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

Special Event Application

Type of Event

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

Event Name & Location

Event Title NATIONAL CITY HOST LIONS CLUB THE 75TH
Event Location (list all sites being requested) NATIONAL CITY KIMBALL PARK

Event Times

Set-Up Starts Date 06/27/2022 Time 7:00 AM Day of Week MONDAY
Event Starts Date 06/30/2022 Time 5:00 PM Day of Week THURSDAY
Event Ends Date 07/04/2022 Time 11:00 PM Day of Week MONDAY
Breakdown Ends Date 07/05/2022 Time 5:00 PM Day of Week TUESDAY



Applicant Information

Applicant (Your name) BRIAN CLAPPER Sponsoring Organization NC HOST LIONS CLUB
Event Coordinator (if different from applicant) MIKE CARY
Mailing Address 113 N BELMONT AVE, NATIONAL CITY, CA 91950
Day Phone (619) 962 - 9950 After Hours Phone N/A Cell N/A Fax N/A
Public Information Phone (619) 962 - 9950 E-mail BCLAPPER51@GMAIL.COM

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

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

Signature of Applicant: [Signature] Date 12 / 30 / 2021

Special Event Application (continued)

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

Fees/Proceeds/Reporting

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

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

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

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

\$ 30,000.00 Estimated Expenses for this event.

\$ 15,000.00 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Description of Event

First time event Returning Event include site map with application

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

THE NATIONAL CITY HOST LIONS CLUB WILL SPONSOR THE ANNUAL INDEPENDENCE DAY CARNIVAL & FIREWORKS IN KIMBALL PARK FROM MONDAY, JUNE 29TH THROUGH TUESDAY JULY 5TH, THIS EVENT WILL INCLUDE CARNIVAL RIDES, FOOD BOOTHS, CARNIVAL GAMES, TALENT SHOWS, YOUTH ACTIVITIES & COMMUNITY DISPLAYS.

Estimated Attendance

Anticipated # of Participants: 300 Anticipated # of Spectators: 25,000

Traffic Control, Security, First Aid and Accessibility

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

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

D AVE BETWEEN 12TH ST & 16TH ST

Date and time of street closure: 06/27/2022 7AM Date and time of street reopening: 07/05/2022 5F

Other (explain) _____

Requesting to post "no parking" notices? Yes No

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

Other (explain) _____

Security and Crowd Control

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

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

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

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

Security Director (Name): _____ Phone: _____

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

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

CITY LIGHTING WILL BE PROVIDED. CHRISTIANSEN AMUSEMENTS, INC. TO PROVIDE

ADDITIONAL LIGHTING AS REQUIRED.

First Aid

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

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

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

Accessibility

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

LIONS CLUB TO UTILIZE ACCESS FACILITIES PROVIDED BY THE CITY. LIONS TO PROVIDE

ADA APPROVED PORT-A-POTTIES.

Elements of your Event

Setting up a stage? Yes No

Requesting City's PA system

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

Applicant providing own stage ▶ _____(Dimensions)

Setting up canopies or tents?

15 # of canopies size 10 X 10

15 # of tents size 10 X 10

No canopies/tents being set up

Using lighting equipment at your event? Yes No

Bringing in own lighting equipment

Using professional lighting company ▶ Company Name _____

Address _____ City/State _____ Phone Number _____

Using electrical power? Yes No

Using Kimball Park Bowl Lighting (from 7 to 11)

Using on-site electricity For sound and/or lighting For food and/or refrigeration

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

Vendor Information

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

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

Vendors preparing food on-site ▶ # 15 ▶ Business License # _____ ISSUED BY CITY

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

TO BE PREPARED IAW CITY FIRE , & COUNTY HEALTH REGULATIONS

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

GAS ELECTRIC CHARCOAL OTHER (Specify): _____

Vendors bringing pre-packaged food ▶ # 12 ▶ Business License # _____ ISSUED BY C

Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # 1

Vendors selling food # 15 ▶ Business License #(s) _____ ISSUED BY CITY

Vendors selling merchandise # 12 ▶ Business License #(s) _____ ISSUED BY CITY

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

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

▶ Explain services _____

Vendors passing out information only (no business license needed) # 6

▶ Explain type(s) of information CITY ISSUED INFO, NCCHAMBER INFC

No selling or informational vendors at event

Having children activities? Yes No

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

Inflatable bouncer house # _____ Rock climbing wall Height _____

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

Carnival Rides _____ Other WATERMELON EATING CONTEST

Having fireworks or aerial display? Yes No

Vendor name and license # _____

Dimensions _____ Duration _____

Number of shells _____ Max. size _____

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

Arranging for media coverage? Yes No

Yes, but media will not require special set-up

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

Event Signage

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

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

Yes, we will post signage # _____ Dimensions _____

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

Yes, we will have banners # _____

What will signs/banners say? _____

How will signs/banners be anchored or mounted? _____

Location of banners/signage _____

Waste Management

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

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

If yes, please identify the following:

▶ Total number of portable toilets: 26

▶ Total number of ADA accessible portable toilets: 2

Contracting with portable toilet vendor. ▶ _____
▶ Load-in Day & Time 06/29/2022 8AM Company _____ Phone _____
▶ Load-out Day & Time 07/05/2022 7AM

Portable toilets to be serviced. ▶ Time DAILY, AM

Set-up, Breakdown, Clean-up

Setting up the day before the event?

Yes, will set up the day before the event. ▶ # of set-up day(s) 2

No, set-up will occur on the event day

Requesting vehicle access onto the turf?

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

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

NPDES-Litter Fence

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

Breaking down set-up the day after the event?

- Yes, breakdown will be the day after the event. ▶ # of breakdown day(s) 2
- No, breakdown will occur on the event day.

How are you handling clean-up?

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

Miscellaneous

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

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



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event:	NATIONAL CITY HOST LIONS 4TH OF JULY CARNIVAL		
Event Address:	KIMBALL PARK, 12TH & D AVE	Expected # of Attendees:	25,000
Event Host/Coordinator:	BRIAN CLAPPER	Phone Number:	(619) 962 - 9950

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: <u> 2 </u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Will enough recycling bins provided for the event? Provide number of recycle bins: <u> 8 </u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do all storm drains have screens to temporarily protect trash and debris from entering?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are spill cleanup kits readily available at designated spots?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT


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

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

Organization: NATIONAL CITY HOST LIONS CLUB
Person in Charge of Activity: BRIAN CLAPPER
Address: 113 N BELMONT AVE , NATIONAL CITY, CA 91950
Telephone: 619 - 962 - 9950 Date(s) of Use: 06/27/2022 - 07/05/20

HOLD HARMLESS AGREEMENT




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

Signature of Applicant: 

Official Title: CHAIRMEN Date: 12 / 30 / 2021

For Office Use Only

Certificate of Insurance Approved _____ Date 12 / 30 / 2021

Our Business is FUN!!





**The National City
Host Lions Club**

CARNIVAL

Kimball Park · 12th & D · National City

June 30 - July 4, 2022
 ; Thurs. & Fri. 5-11pm; Sat. & Sun. 1-11pm;
 Monday 12-11pm

Fireworks - July 2; 9:00 pm

City of National City BUSINESS TAX CERTIFICATE



2022

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

"For Services Provided in National City, California Only"

Business Name NATIONAL CITY HOST LIONS CLUB
Business Location 140 E 12TH ST
NATIONAL CITY, CA 91950-3316
Business Owner(s) AJ PIERANGELO
BRIAN CLAPPER

Business Type Exempt / Non-Profit
Account Number 09000071
Effective Date January 11, 2022
Expiration Date December 31, 2022

NATIONAL CITY HOST LIONS CLUB
PO BOX 986
NATIONAL CITY, CA 91951



City Manager

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

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

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

NATIONAL CITY HOST LIONS CLUB

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

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

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

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

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



BUSINESS TAX SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832



City of National City BUSINESS TAX CERTIFICATE

NATIONAL CITY HOST LIONS CLUB
PO BOX 986
NATIONAL CITY, CA 91951

Account Number: 09000071
Date of Issue: 01/11/2022

Google Maps Kimball Park



Imagery ©2019 Google, Map data ©2019 Google 50 ft

M = Major Ride
K = Kiddie Ride

G = Games

田 = Lions Booths

N. C. - Lions Club Carnival Layout
Host





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DSP Insurance Services, Inc. 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	CONTACT NAME: John Adams	
	PHONE (A/C, No, Ext): 1-800-316-6705	FAX (A/C, No): 847-934-6186
E-MAIL ADDRESS: lionsclubs@dspins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company	22667	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Agg. Per Named Insured is \$2,000,000 GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			HDOG72484757	09/01/2021	09/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ISAH25550596	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						OCCUR CLAIMS-MADE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)


Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: Annual 4th of July Carnival, 6/27/22 - 7/5/22

The following persons or organizations granting use of real property, including structures thereon are included as Additional Insured(s), but only with respect to General Liability arising out of the use of premises by the insured shown above and not out of the sole negligence of said additional insured.

*** City of National City c/o Risk Manager ***

PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

CERTIFICATE HOLDER **CANCELLATION**

City of National City c/o Risk Manager 1243 National City Blvd. National City, California 91950	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

Named Insured The International Association of Lions Clubs			Endorsement Number 23
Policy Symbol HDO	Policy Number G 72484757	Policy Period 09/01/2021 - 09/01/2022	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Name of Person or Organization: **City of National City c/o Risk Manager, 1243 National City Blvd.
National City, California 91950**

Persons or Organizations granting use of real property, including structures thereon, to a named insured.

A. WHO IS AN INSURED (Section II) is amended to include as an additional insured the person or organization shown in the Schedule, but only with respect to liability arising out of your operations or premises owned by, used by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This insurance does not apply to:

1. Any "occurrence" which takes place after the named insured ceases to have use of said premises or above items.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization as described above.
3. Liability out of the sole negligence of the additional insured.

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

SPONSORING ORGANIZATION: NC Host Lions Club
EVENT: 4th of July Carnival / National City Host Lions Club 75th
DATE OF EVENT: June 30, 2022 – July 4, 2022

APPROVALS:

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

CONDITIONS OF APPROVAL:

POLICE DEPARTMENT

The 4th of July Carnival is a co-sponsored event with the City. As such, the bulk of our deployment will be from our patrol and other divisions. This will not be strictly overtime. Lieutenant Sullivan has developed an operational/staffing plan that should provide adequate staffing for the five days of the event starting on Thursday, June 30 through Monday, July 4th.

There will be **150 hours** that will be billable to the Lions Club for this event. I estimated the cost to be 150 hours x 96.92= **\$14,538.00**

ENGINEERING

No comments received

COMMUNITY SERVICES

Community Services will be hosting the pageant on July 2nd

PUBLIC WORKS (619)366-4580

Streets Division

1. 2 MEN FOR 6HRS. @ \$75.47HR. = \$905.64
2. 25 NO PARKING SIGNS W/BARRICADES @ \$1.49EA. = \$37.25
3. 8 TRAFFIC SIGNS W/BARRICADES @ \$3.70EA.
(DAILY RATE) FOR 10 DAYS = \$296.00
4. 16 – A FRAME BARRICADES @ \$1.04EA.
(DAILY RATE) FOR 10 DAYS = \$166.4

TOTAL COST = \$1,405.29

Parks Division

1. The event organizers shall provide nighttime security for the park and City equipment for the duration of the event.
2. The event organizers shall provide 2 trash dumpster for the event.
3. The event organizers shall provide 20 portable toilets.
4. The cost to provide park maintenance personnel for this event is as follows.
 - Event Overtime Hours 167 hours @ (78.62/hr.) staff will work every night and day during event **\$ 13,129.54**
 - Thursday June 30th from 5:00 pm--11:00 pm two staff (12hrs) OT
 - Friday July 1st from 6 am—1 pm two staff (14 hrs.) OT
 - Friday July 1st from 5 pm-- 11:00 am two staff (12 hrs.) OT
 - Saturday July 2nd from 6:00 am –1 pm two staff (14 hrs.)OT
 - Saturday July 2nd from 3 pm—11:00 pm three staff (24 hrs.) OT
 - Sunday July 3rd from 7:00 am---1 pm two staff (14.hrs) OT
 - Sunday July 3rd from 3 pm – 11:00 three staff (24 hrs.) OT
 - Monday July 4th from 6 am---1 pm three staff (21 hrs.) OT
 - Monday July 4th from 3 pm---11.00 pm four staff (32 hrs.) OT

Facilities

\$4,083.48

FINANCE

Submit the vendor list at least 2 weeks prior to the event.

COMMUNITY DEVELOPMENT

Planning

1. Speakers and lighting shall be directed away from residential properties
2. Activities shall comply with Table III of NCMC Title 12 (Noise)

Building

No comments received

Neighborhood Services

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

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

RISK MANAGER (619) 336-4370

Risk Management has reviewed the above-captioned request to issue a Temporary Use Permit. It is recommended that as a condition of the issuance of the permit, the following documents must be provided:

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

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

INSPECTION REQUIRED

Total fee amount for all Fire Department permits is two thousand ninety one hundred dollars (\$2,091.00) dollars. Fees can only be waived by City Council. Fireworks Permit \$545, Fireworks Inspection \$324, and Multiple Day Carnival \$1,031. An additional After-Hours Inspection of \$191 is required for all the vendors not ready by opening time on Thursday night.

Fireworks Permit must still be pulled for this Event.

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

- 1) Fire Department Permit is required for the fireworks display. Permit to be requested and all necessary information provided to the Fire Department a minimum of 14 days prior to the event. Permit fee is five hundred and forty five (\$545.00) dollars. Fees can only be waived by the City Council.
- 2) Fireworks display operations shall be under the direct supervision of a pyrotechnic operator. Pyrotechnic operator shall possess a valid pyrotechnic operator license.
- 3) A Fireworks Inspection fee is three hundred and twenty four dollars (\$324.00) Additional hours after the first two hours shall be billed at \$163.00 per hour.
- 4) After Hour/Technical Inspections is one hundred and ninety one (\$191.00) dollars after hour inspection fee is required for all Fire Safety Inspections taking place after hours, weekends and holidays.
- 5) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. ***Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking.*** Certificate of State Fire Marshal flame resistancy shall be provided to the National City Fire Department if applicable. A permit for the projected canopies/tents shall be four hundred (\$400.00) dollars. Fees can only be waived by City Council.

Canopies:

0 – 400 sf -	\$0
401 – 500 sf -	\$353.00
501 – 600 sf -	\$394.00
601 – 700 sf -	\$515.00

Tents:

0 –200 sf -	\$300.00
201 – (+) sf -	\$600.00

- 5) All cooking booths to have one 2A:10BC. If grease or oil is used in cooking a 40:BC or class "K" fire extinguisher will be required. All fire extinguishers to have a current State Fire Marshal Tag attached.
- 6) Provide metal cans with lids and label "HOT COALS ONLY" for used charcoal disposal, if used.
- 7) A fire safety inspection is to be conducted by the Fire Department prior to operations of the carnival. Inspection to include all rides, cooking area, game booths, etc.
- 8) Fire safety inspection is to be conducted by the Fire Department of the designated fireworks display area prior to display being conducted.
- 9) Fire Department access into and through the booth areas are to be maintained at all times.
- 10) Access to Morgan and Kimball Towers to be maintained at all times, to both entrances and Fire Department connections for fire sprinkler systems, standpipes, etc.
- 11) **Access into park from D Ave is required. Currently blocked by new angled parking (Engineering/Public Works)**
- 12) Fire Hydrants surrounding park shall not be blocked or obstructed
- 13) Site map indicating access points, booth layout, fireworks display area and fireworks fallout area is required. Fireworks contractor shall submit all California State documents necessary for fireworks demonstration.
- 14) Meeting with organization requested.
- 15) Please provide a clearer map of the event.

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 # ____
05/17/22

City Manager Report

(City Manager)