



AGENDA

Consolidated Regular Meeting

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

Ron Morrison, Mayor
Luz Molina, Vice-Mayor
Marcus Bush, Councilmember
Jose Rodriguez, Councilmember
Ditas Yamane, Councilmember

Armando Vergara, Acting City Manager
Barry J. Schultz, City Attorney
Shelley Chapel, MMC, City Clerk
R. Mitchel Beauchamp, City Treasurer

The City Council also sits as the City of National City Community Development Commission, Housing Authority, Joint Powers Financing Authority, and Successor Agency to the Community Development Commission as the National City Redevelopment Agency

Thank you for participating in local government and the City of National City Council Meetings.

Meetings: Regular City Council Meetings are held on the first and third Tuesday of the month at 6:00 p.m. Special Closed Session Meeting and Workshops may be same day, the start time is based on needs. Check Special Agendas for times.

Location: Regular City Council Meetings are held in the Council Chamber located at City Hall, 1243 National City Boulevard, National City, CA 91950, the meetings are open to the public.

Agendas and Material: [Agendas and Agenda Packet](#) for items listed are available on the City website, and distributed to the City Council no less than 72 hours prior to the City Council Meeting. Sign up for [E-Notifications](#) to receive alerts when items are posted.

Public Participation: Encouraged in a number of ways as described below. Members of the public may attend the City Council Meeting in person, watch the City Council Meeting via [live](#) web stream, or participate remotely via Zoom. [Recording of Meetings](#) are archived and available for viewing on the City's website.

Public Comment: Persons wishing to address the City Council on matters not on the agenda may do so under Public Comments. Those wishing to speak on items on the agenda may do so when the item is being considered. Please submit a Speaker's Slip to the City Clerk prior to the meeting or immediately following the announcement of the item. All comments will be limited up to three (3) minutes. The Presiding Officer shall have the authority to reduce the time allotted to accommodate for a large number of speakers. *(City Council Policy 104)*

If you wish to submit written comment [email](#) to the City Clerk's Office at least 2 hours prior to the City Council Meeting to allow time for distribution to the City Council.

Spanish Interpretation Services: Spanish Interpretation Services are available, please contact the City Clerk prior to the start of the meeting for assistance.

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



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Gracias por participar en las reuniones del gobierno local y del Consejo de la Ciudad de National City.

Reuniones: Las reuniones regulares del Consejo Municipal se llevan a cabo el primer y tercer martes del mes a las 6:00 p.m. La reunión especial de sesión privada y los talleres pueden ser el mismo día, la hora de inicio se basa en las necesidades. Consulte las agendas especiales para conocer los horarios.

Ubicación: Las reuniones regulares del Concejo Municipal se llevan a cabo en la Cámara del Consejo ubicada en el Ayuntamiento, 1243 National City Boulevard, National City, CA 91950, las reuniones están abiertas al público.

Agendas y Material: Las Agendas y el Paquete de Agenda para los temas enumerados están disponibles en el sitio web de la Ciudad y se distribuyen al Concejo Municipal no menos de 72 horas antes de la Reunión del Concejo Municipal. Regístrese para recibir notificaciones electrónicas cuando se publiquen artículos.

Participación pública: Se fomenta de varias maneras como se describe a continuación. Los miembros del público pueden asistir a la Reunión del Concejo Municipal en persona, ver la Reunión del Concejo Municipal a través de la transmisión web en vivo o participar de forma remota a través de Zoom. Las grabaciones de las reuniones están archivadas y disponibles para su visualización en el sitio web de la Ciudad.

Comentario Público: Las personas que deseen dirigirse al Concejo Municipal sobre asuntos que no están en la agenda pueden hacerlo bajo Comentarios públicos. Quienes deseen hacer uso de la palabra sobre los temas del programa podrán hacerlo cuando se esté examinando el tema. Por favor, envíe una solicitud del orador al Secretario de la Ciudad antes de la reunión o inmediatamente después del anuncio del artículo. Todos los comentarios estarán limitados a tres (3) minutos. El Presidente tendrá la autoridad para reducir el tiempo asignado para dar cabida a un gran número de oradores. (Política del Concejo Municipal 104)

Si desea enviar comentarios por escrito, envíe un correo electrónico a la Oficina del Secretario de la Ciudad al menos 2 horas antes de la Reunión del Concejo Municipal para dar tiempo a la distribución al Consejo Municipal.

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

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



AGENDA

Consolidated Regular Meeting

Tuesday, June 6, 2023, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

	Pages
1. CALL TO ORDER	
2. ROLL CALL	
3. PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION	
4. PUBLIC COMMENT	
In accordance with State law, an item not scheduled on the agenda may be brought forward by the general public for comment; however, the City Council will not be able to discuss or take action on any issue not included on the agenda. Speakers will have up to three (3) minutes.	
5. PROCLAMATIONS AND RECOGNITION	
5.1 LGBTQ+ Pride Month	8
5.2 Thomas D. McBride Day	9
5.3 Introduction of New City Employees	10
5.4 Spanish CERT Academy Graduates	
6. PRESENTATION (Limited to Five (5) Minutes each)	
6.1 2023 San Diego County Fair - Get Out There! (Luis Valdivia, Marketing Specialist, Del Mar Fairgrounds)	11
7. REGIONAL BOARDS AND COMMITTEE REPORTS (Limited to Five (5) Minutes each)	
8. CONSENT CALENDAR	

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

- 8.1 Approval of Reading by Title Only and Waiver of Reading in Full of Ordinance on this Agenda
- 8.2 Approval of City Council Meeting Minutes. 36
- Recommendation:
Approve and file.
- 8.3 Agreement between the City of San Diego Office of Emergency Services and the City of National City for the distribution of FY22 Urban Area Security Initiative (UASI) Grant funds. 77
- Recommendation:
Adopt the Resolution entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Sign the Agreement and Authorizing the Establishment of an Appropriation and Corresponding Revenue Budget in the Amount of \$30,073."
- 8.4 Agreement between the City of National City and Adminsure, Inc. to provide third party workers' compensation claims administration services. 118
- Recommendation:
Adopt a Resolution entitled, "Resolution of the City Council of the City of National City, California, authorizing the Mayor to execute the agreement by and between the City of National City and Adminsure, Inc."
- 8.5 Approval of the Agreement Between the City of National City and Invicta Security CA Corporation dba Allstate Security 147
- Recommendation:
Approve the Resolution Entitled, "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 and Invicta Security CA Corporation dba Allstate Security in the amount not-to-exceed \$75,000 for the purposes of providing security guard service at the National City Public Library from July 1, 2023 to June 30, 2024
- 8.6 Approval of the First Amendment to an Agreement between the City and SCI Consulting Group providing cannabis related management and monitoring services. 171
- Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of

National City, California, Approving the First Amendment to an Agreement Between the City of National City and SCI Consulting Group for Cannabis Related Management and Monitoring Services for a Not-to-Exceed Amount of \$60,000.”

- 8.7 Approval of Creation of One (1) New Job Classification titled Equipment Mechanic I and Amending the MEA Salary Schedule.” 188

Recommendation:

Approve the Resolution entitled, “Resolution of the City Council of the City of National City, California, Creating one (1) New Job Classification and Amending the Municipal Employees’ Association Salary Schedule.”

- 8.8 Authorization Accepting Funds from the Listos California CERT Support Grant for National City Fire Department Community Emergency Response Team (CERT) Program. 195

Recommendation:

Adopt the Resolution titled “Resolution of the City Council of the City of National City, California, accepting funds in the amount of \$24,200.00 from the Listos California Cert Support Grant, for the National City Fire Department’s Community Emergency Response Team (CERT) Program and authorizing the establishment of a reimbursable grants city-wide fund appropriation and corresponding revenue budget.”

- 8.9 Donation of the Scotty Fire Prevention Trailer to the City of Tecate, Mexico. 200

Recommendation:

Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Donation of the Scotty Fire Prevention Trailer and Accessories to Another Public Agency, the City of Tecate, in Accordance with State Law and Municipal Code Section 2.42.040(B).”

- 8.10 Donation of a surplus Battalion Chief Command Vehicle to the City of Tecate, Mexico. 205

Recommendation:

Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Donation of a Surplus Battalion Chief Command Vehicle to another Public Agency, the City of Tecate, Mexico, in accordance with Municipal Code Section 2.42.040(B).”

- 8.11 Highland Avenue Inter-City Project Grant Appropriation for Plans, Specifications, and Estimate and Construction (CIP 22-13). 209

Recommendation:

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, (1) Authorizing the Acceptance of State Active Transportation Grant Funds for the Highland Avenue Inter-City Bike Connection

Project (CIP 22-13); and (2) Authorizing the Establishment of an Appropriation and Corresponding Revenue Budget in the Amount of \$1,837,000.”

- 8.12 Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 325 Harbison Avenue. 219

Recommendation:

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 325 Harbison Avenue.”

- 8.13 Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 444 Rachael Avenue. 235

Recommendation:

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 444 Rachael Avenue.”

- 8.14 Installation of Loading and Unloading Signage Valid Fridays from 8 a.m. to 2 p.m. in Front of “Iglesia Metodista Libre Emanuel” Church Located at 2529 “D” Avenue. 251

Recommendation:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Installation of 32 feet of Loading and Unloading Signage Valid Fridays from 8 a.m. to 2 p.m. in Front of the Church “Iglesia Metodista Libre Emanuel” Located at 2529 “D” Avenue.”

- 8.15 Project Close-Out and Notice of Completion for Three CIP Construction Projects. 260

Recommendation:

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Accepting the Work Performed by the General Contractors on the Following Three Projects: a) El-Toyon-Las Palmas Bicycle Corridor Project, CIP No. 19-02; b) Roosevelt Smart Growth Corridor Project, CIP No. 19-19; c) Citywide Safe Routes to School Project, CIP No. 19-04; 2) Approving the Final Contract Amounts; 3) Ratifying the Release of Retentions; and 4) Authorizing the Mayor to Sign the Notice of Completion for the Projects.”

- 8.16 Temporary Use Permit – Sub-Creation Hosted by Faith Chapel at Kimball Park on June 17, 2023, from 1 p.m. to 5 p.m. with No Waiver of Fees. 285

Recommendation:

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

City Council Policy 802.

8.17 Investment Report for the quarter ended December 31, 2022. 305

Recommendation:

Accept and File the Investment Report for the Quarter ended December 31, 2022.

8.18 Investment Transactions for the Month Ended January 31, 2023. 336

Recommendation:

Accept and File the Investment Transaction Ledger for the Month Ended January 31, 2023.

8.19 Investment Transactions for the Month Ended February 28, 2023. 343

Recommendation:

Accept and file the Investment Transaction Ledger for the month ended February 28, 2023.

8.20 Warrant Register #43 for the period of 4/21/23 through 4/27/23 in the amount of \$1,750,512.19 350

Recommendation:

Ratify Warrants Totaling \$ 1,750,512.19

8.21 Warrant Register #44 for the period of 4/28/23 through 5/4/23 in the amount of \$2,895,913.06 356

Recommendation:

Ratify Warrants Totaling \$2,895,913.06

9. PUBLIC HEARING

The following item(s) have been advertised as public hearing(s) as required by law.

9.1 Public Hearing - 2023 Weed Abatement 362

Recommendation:

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Following a Public Hearing Pursuant to the National City Municipal Code Chapters 1.36 (Abatement of Public Nuisances) and 9.12 (Abatement of Weeds and other Fire Hazards) to Consider Confirming Weed Abatement Costs, Approving the Report and Accounting."

9.2 Adoption of Resolution Approving the Annual Report for Landscape Maintenance District No. 1 (Mile of Cars) for the Fiscal Year 2023-24. 782

Recommendation:

Adopt the Resolution Entitled "Resolution of the City Council of the City of

National City, California, Approving the Annual Report for the Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2023-24.”

- 9.3 Adoption of a Resolution Declaring Its Intention to Conduct a Public Hearing on June 20, 2023 and to Levy and Collect Assessments for the Landscape Maintenance District No. 1. 805

Recommendation:

Adopt the Resolution entitled “Resolution of the City Council of the City of National City, California, Declaring Its Intention to Conduct a Public Hearing on June 20, 2023 and to Levy and Collect Assessments for the Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2023-2024.”

- 9.4 Adoption of Resolution initiating proceedings for the levy and collection of assessments for the Landscape Maintenance District No. 1 (Mile of Cars) for fiscal year 2023-24 809

Recommendation:

Adopt the Resolution entitled “Resolution of the City Council of the City of National City, California, Initiating Proceedings for the Levy and Collection of Assessments for the Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2023-24.”

- 9.5 Second Public Hearing and Adoption of an Ordinance to Extend the Wastewater Rates Adopted for Fiscal Years 2022-2023 through Fiscal Years 2024-2025 with No Increase. 812

Recommendation:

Hold a Second Public Hearing and Adopt the Ordinance Entitled, “Ordinance of the City Council of the City of National City, California, Amending Ordinance No. 2017-2442 Extending the Wastewater Rates Adopted for Fiscal Years 2022-2023 to Fiscal Years 2023-2024 and 2024-2025 with No Increase.”

- 9.6 A Public Hearing to Consider Rate Adjustments for Refuse Services, including Recycling and Organic Waste Disposal, and Amending the Agreement between the City and EDCO Disposal Corp. 822

Recommendation:

Hold Public Hearing to Consider Rate Adjustment for Refuse Services and Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Adopting a Resolution Following a Public Hearing Pursuant to Proposition 218 to Consider Rate Adjustments for Refuse Services, Including Recycling and Organics / Yard Waste Disposal, Provided to National City Residences and Businesses by EDCO Disposal Corporation, and Amending the Agreement Between the City and EDCO Disposal Corporation to Increase the Monthly Rates for Refuse Collection Services.”

10. CITY MANAGER’S REPORT

11. ELECTED OFFICIALS REPORT

12. CITY ATTORNEY REPORT

13. ADJOURNMENT

Regular Meeting of the City Council of the City of National City - Tuesday, June 20, 2023 - 6:00 p.m. - Council Chambers - National City, California.



Proclamation



WHEREAS, the Municipality of the City of National City supports the rights of every citizen to experience equality and freedom from discrimination; and

WHEREAS, all people regardless of age, gender identity race, color, religion, marital status, national origin, sexual orientation, or physical challenges have the right to be treated on the basis of their intrinsic value as human beings; and



WHEREAS, the Municipality of the City of National City accepts and welcomes people of diverse backgrounds and believes a diverse population leads to a more vibrant community; and



WHEREAS, the Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ+) communities contribute to the cultural, civic and economic successes of the Municipality of the City of National City; and

WHEREAS, we as a society at large must acknowledge that the need for education and awareness remains vital to end discrimination and prejudice.



NOW, THEREFORE, BE IT RESOLVED, I, Ron Morrison, Mayor by virtue of the authority vested in me by the City of National City, affix the official seal and do hereby on behalf of the City Council, proclaim June, 2023 as:

LGBTQ+ PRIDE MONTH

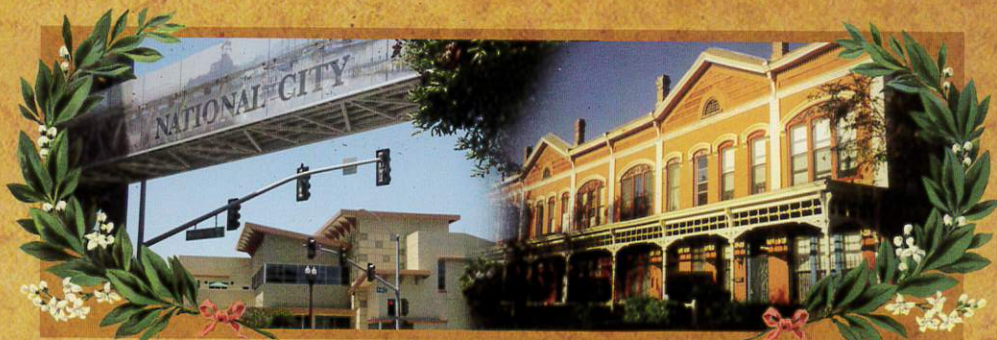
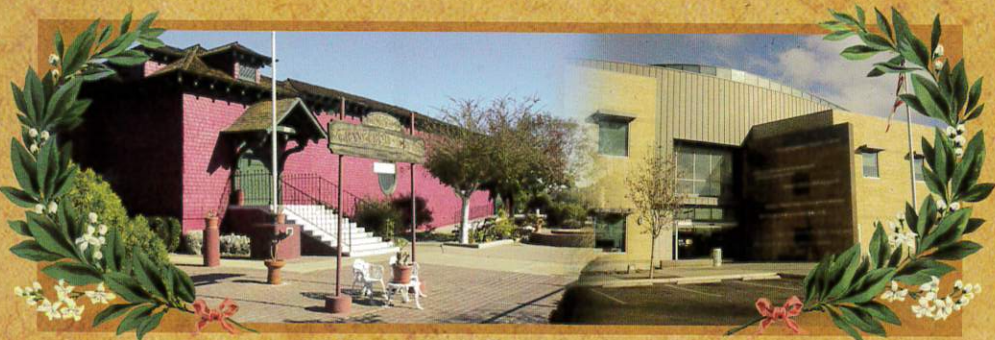
As the Mayor of the City of National City, I call upon all citizens of National City to take a moment to learn about the ongoing struggle for equality members of the LGBTQ+ face and celebrate the contributions that enhance our Municipality.



Ron Morrison

Proud to be Mayor of National City





Proclamation



WHEREAS, Thomas D. McBride was born in May 12, 1922 in Pittsburgh Pennsylvania and as a child, rode in a “French Spad Replica” toy in a Memorial Day parade, alongside the last of the Civil War Veterans. Tom’s father, Ray, who served in the World War 1 Signal Corps, told Tom stories about Eddie Richenbacher’s exploits, and those of the Red Baron. At the age of 16 a barnstormer buzzed the town in a biplane, landed, and gave a short speech about the Army Air Corps. Tom became very interested in aviation; and

WHEREAS, on December 7, 1941, Tom was in the local Public Library studying for his exams as news of the bombing of Pearl Harbor was reported. To become an officer in the military, Tom needed a High School Diploma. Unfortunately he was short on credits for graduation. The Principal reviewed Tom’s CMTC training certificates, his Machinist Apprentice tests, and the term paper Tom was writing at the Library when the strike occurred. The Principal agreed to grant Tom his High School Diploma based on the sum of his effort; and

WHEREAS, after enlisting and several training assignments Tom was transitioned to VF-84, a new F4U-Corsair squadron operating from North Island NAS, San Diego; and

WHEREAS, Tom flew several missions over Japan, attacking military installations and infrastructure, using bombs, rockets, and gunnery. By the end of the war, only about a dozen of the original new 36 Corsairs were still flyable, the rest had been replaced; and

WHEREAS, on the 15th of August 1945, Japan surrendered unconditionally to the Allies. On August 24th Tom flew a mission to locate POW camps and drop candy and notes to them. Despite low flights, most of the Japanese people waved at them. For many years, POW’s sent Tom cards or letters to stay in touch; and

WHEREAS, In Post WW2 service Tom joined the flight test program at Patuxent River. Tom checked out in one of the first US Navy jets, the P80a, at Wright Patterson Army Air Base. He checked out in the jet with (then) Captain Chuck Yeager. In 1961, Tom retired from the US Navy as a Lt. Commander; and

WHEREAS, Beginning as Civilian Life, Tom obtained his Real Estate Broker’s license from UCSA. Then he opened three Real Estate offices in the San Diego area. Before becoming Vice President of the Le Baron Hotel Chain and then into Real Estate Development.

NOW, THEREFORE, BE IT RESOLVED, I, Ron Morrison, Mayor by virtue of the authority vested in me by the City of National City, affix the official seal and do hereby on behalf of the City Council, proclaim June 6, 2023 as:

Thomas D. McBride Day

As the Mayor of the City of National City, I call upon all citizens of National City to take a moment to reflect upon the years of sacrificial service and accomplishments that one life can live as we celebrate his 101st Birthday.

Ron Morrison

Proud to be Mayor of National City





NEW HIRE
MAY 2023

POLICE DEPARTMENT

Police Recruit
Mohamad Eid



Police Dispatcher
Bianca Woods



COMMUNITY DEVELOPMENT

Code Conformance Officer
Hector Huezo



Homeless Service Coordinator
Qiana Williamson





GET OUT THERE

2023 *San Diego County Fair*

June 7 – July 4
Del Mar Fairgrounds

sdfair.com



Exploring Our County

Get Out There Theme Exhibit



- Track the footprints left by wildlife through each of San Diego County's distinct and diverse ecosystems, and you'll discover flora, fauna and critters native to each area. Visit with park rangers, surfers and naturalists to discover why it's great fun to "Get Out There" and explore our county.

- Beaches & Ocean
- Camping & Picnic
- Deserts & Dunes
- Parks & Recreation
- Rivers & Lakes
- Mountains & Forests

Get Out There Challenge



- In collaboration with California State Parks and County of San Diego Parks & Recreation
- Encourages San Diegans to explore regional parks and outdoor activities:
 - Visit 1–3 parks or recreation areas and take selfies
 - Upload photos to social media with the hashtag #getoutthere
 - Visit Welcome Center at the Fair and pick up a "Get Out There" Challenge pin
 - Look for your photo on the Fair's big screen
 - Check your email July 5 for the announcement of grand prize



Exploring Our Fair



Train
June 7



Kevin Hart
June 9



La Adictiva
June 11



Carly Pearce
June 14



Lynyrd Skynyrd
June 17



Grupo Bronco
June 18



Boyz II Men
June 22



**Stephen Marley
with Hirie**
June 24



Los Tigres del Norte
June 25



Nelly
June 28



**Elle King
& Randy Houser**
June 29



Alabama
July 1



Switchfoot
July 3



Fireworks
July 4

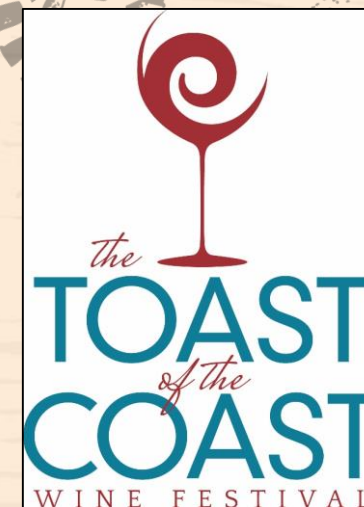


- June 7—Kalimba (Earth, Wind & Fire tribute)
- June 8—L.A.vation (U2 tribute)
- June 9—Symphonic Sinatra (Matinee at 4pm)
- June 10—Scarlet Opera
- June 11—Best of Both Worlds (Van Halen Tribute)
- June 14—Springsteen Experience (Bruce Springsteen tribute)
- June 15—Core (Stone Temple Pilots tribute)
- June 16—Super Diamond (Matinee at 4pm)
- June 17—Dr. Crüe
- June 18—NIRVANISH (Nirvana tribute)
- June 21—Vegas McGraw
- June 22—The Fab Four
- June 23—Eagle Eyes
- June 24—Myron Butler w/special guest Kelontae Gabin
- June 25—I am King (Michael Jackson tribute)
- June 28—Mariachi Rock Revolution
- June 29—Taken by the Sky (Fleetwood Mac tribute)
- June 30—Hysteria (Def Leppard tribute)
- July 1—Woody and the Longboards
- July 2—Jorge Medina w/opener
- July 3—The Green
- July 4—Kiss the Sky (Jimi Hendrix tribute)

Camp Schedule: Festivals



San Diego International Beer Festival + Distilled
July 1



**The Toast of the Coast
Wine Festival**
June 17



Out at the Fair
June 10



Bluegrass Day at the Fair
June 11



**Asian & Pacific
Islander Festival**
June 17



Gospel Festival
June 24

Discovering Agriculture



The Farm



California Grown



Livestock



**Paul Ecke Jr.
Flower & Garden
Show**

**The Horse
Show
Experience**





Earning Badges



Fine Art



Gems & Minerals



Design in Wood



Photography



Home Made



Youth Engagement



**Student Showcase / Best of
Pre-K—6**



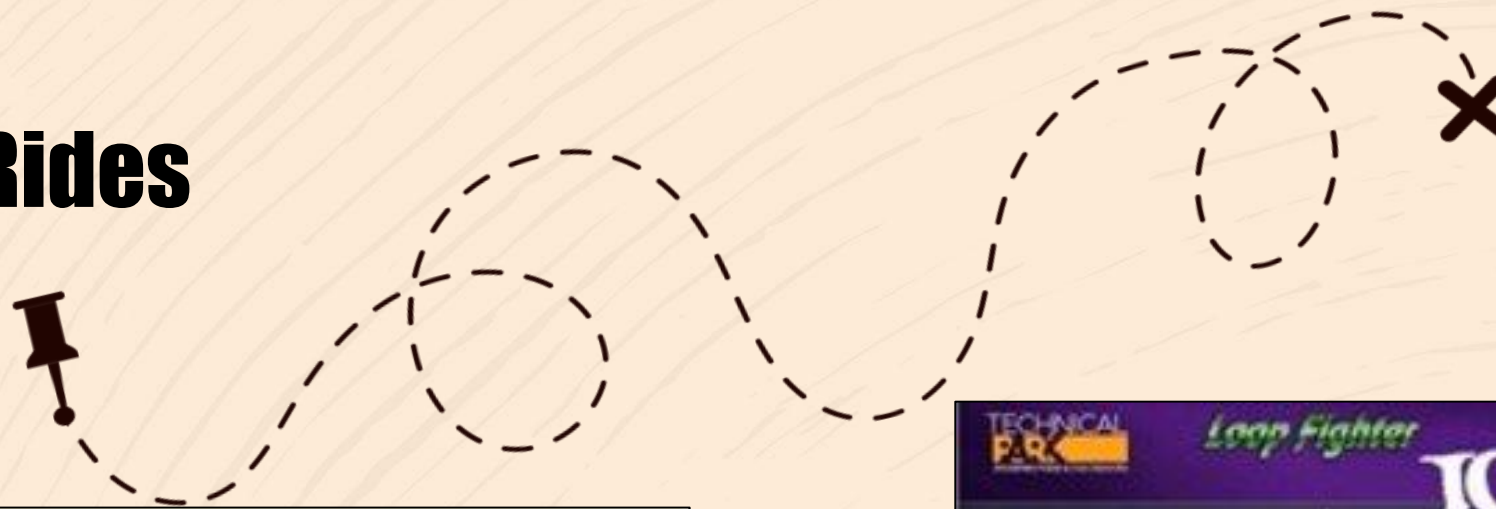
Plant * Grow * Eat





**Adventures in
Rides & Food!**

New Rides



Medusa



Joker 360°

New Food



**Deep Fried
Chicken Potstickers
rolled in Hot Cheetos**



Tasti Papas Locas



**Peanut Butter & Jelly
Fried Chicken Sandwich**



**1-lb. Block of Fried
Mozzarella**



**Cheese on a stick
stuffed with jalapeno
poppers, cheese
curds, chili**

New Food



The Mermaid Float



**Heart-shaped
Funnel Cake**



**Coconut Shrimp
in a Coconut**



**Hot Cheeto Chicken
on a Stick**



**Blazing Your Trail
to the Fair!**

Parking options

- **Torrey Pines High School:** Free, with free shuttle service
- **Horsepark:** \$10, with free shuttle service
- **General parking (online):** \$15
- **General parking (on-site):** \$20
- **Preferred parking:** \$50



Transit option: Fair Tripper

Includes Fair admission AND a round-trip ride on NCTD's COASTER, SPRINTER or BREEZE and/or MTS bus or trolley.

Only available same-day on vending machines at the stations or the Pronto App.

Wednesday-Thursday

- \$15 Adult
- \$12 Senior & Youth

Friday-Sunday

- \$20 Adult
- \$17 Senior & Youth

**NORTH COUNTY
TRANSIT DISTRICT**





Park Entry Fees

Admission



	Wed, Thurs, & Mon, July 3	Fri	Sat, Sun, & Tue, July 4
General Admission (age 13–61)	\$15	\$20	\$20
Senior (age 62+)	\$12	\$17	\$17
Youth (age 6–12)	\$12	Free!	\$17
Children 5 and younger	Free!	Free!	Free!



Deals & Discounts

- **Albertsons:** Save \$3 on general admission with online code
- **O'Reilly Auto Parts:** Two tickets for \$20, Wednesday or Thursday
- **Northgate Markets:** Save \$10 on Hispanic concerts
- **BlastPass:** Save big on ride tickets any day – advance purchase available online
- **Pay-One-Price Ride Days:** Every Wednesday and Thursday
 - **Pepsi:** Save \$5 on wristband with coupons at **7-Eleven/Speedway**





GET OUT THERE

2023 *San Diego County Fair*

June 7 – July 4
Del Mar Fairgrounds

sdfair.com



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, City Clerk
Meeting Date: Tuesday, June 6, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Approval of City Council Meeting Minutes.

RECOMMENDATION:

Approve and file.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Meeting Minutes:

- Budget Workshop Meeting of April 18, 2023
- Regular City Council Meeting of April 18, 2023
- Special City Council Meeting of April 25, 2023
- Special City Council Meeting of May 2, 2023
- Regular City Council Meeting of May 2, 2023
- Special City Council Meeting – Budget Workshop of May 5, 2023
- Budget Workshop Meeting of May 16, 2023
- Regular City Council Meeting of May 16, 2023

FINANCIAL STATEMENT:

Not Applicable

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

- Exhibit A - Budget Workshop Meeting of April 18, 2023
- Exhibit B - Regular City Council Meeting of April 18, 2023
- Exhibit C - Special City Council Meeting of April 25, 2023
- Exhibit D - Special City Council Meeting of May 2, 2023
- Exhibit E - Regular City Council Meeting of May 2, 2023
- Exhibit F - Special City Council Meeting – Budget Workshop of May 5, 2023
- Exhibit G - Budget Workshop Meeting of May 16, 2023
- Exhibit H - Regular City Council Meeting of May 16, 2023



SPECIAL MEETING MINUTES OF THE CITY COUNCIL WORKSHOP

**April 18, 2023, 4:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA**

Present: Mayor Morrison
Vice-Mayor Molina
Councilmember Bush (*via Zoom*)
Councilmember Rodriguez
Councilmember Yamane

Others Present: Armando Vergara, Acting City Manager
Barry J. Schultz, City Attorney
Carlos Aguirre, Housing Authority Director
Molly Brennan, Administrative Services Director
Tonya Hussain, Executive Secretary
Ben Martinez, Acting Community Development Director
Sergio Mora, Fire Battalion Chief
Joyce Ryan, Library & Community Services Director
Jose Tellez, Chief of Police
Paul Valadez, Budget Manager
Roberto Yano, Director of Public Works and City Engineering

1. CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 4:13 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

AB 2449 Request:

City Councilmember Bush requested to attend the meeting virtually due to “just cause.”

Mayor Morrison explained the protocol for AB 2449 Teleconference Attendance of a City Councilmember.

Mayor Morrison confirmed that at least a quorum of the legislative body was present at the location of the meeting in City Council Chamber as identified on the agenda.

Mayor Morrison confirmed a two-way visual and telephonic service and a live webcasting of the meeting to allow the public to hear, and observe the meeting was available, and the opportunity for public to attend via call—in option, Zoom, and in-person location of the meeting.

This was the second virtual City Council Meeting Councilmember Bush attended in 2023 under the AB 2449 provision. Councilmember Bush stated that his wife was present at the remote location with him.

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Yamane to approve the remote participation of Councilmember Bush due to “Just Cause.”

Motion approved unanimously.

2. ROLL CALL

Councilmembers present: Bush (*via Zoom*), Rodriguez, Yamane, Molina, Morrison

Other elected officials: Treasurer Mitch Beauchamp

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

3. PUBLIC COMMENT

Mayor Morrison summarized the process for acceptance of live public comment allowing three (3) minutes per comment and introduced Executive Secretary Hussain.

Five (5) speakers provided in-person comments and two (2) written comments were received.

In-person comments:

Jen Nation
Claire Groebner
Kelsey Genesi
Jeremy Day
Ted Godshalk

Written comment received, not read into the record:

Silvia Calzada
Alicia Sanchez

4. STAFF REPORT

4.1 Fiscal Year 2023-2024 Preliminary Budget Workshop

Review, receive presentation, and provide direction.

Acting City Manager Vergara introduced Administrative Services Director Molly Brennan who presented the report and PowerPoint.

Councilmember Rodriguez exited the dais at 5:29 p.m. and returned at 5:31 p.m.

ACTION: Motion by Councilmember Bush, seconded by Councilmember Rodriguez to continue the item to a Special Meeting to discuss further.

Friendly Amendment by Councilmember Rodriguez that the Special Meeting not occur on the same day as a Regular City Council meeting. Accepted by the maker of the motion.

Motion carried by unanimous vote.

5. **ADJOURNMENT**

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, April 18, 2023, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 5:55 p.m.

LaTonya Hussain, Executive Secretary

The foregoing minutes were approved at the Regular Meeting of June 6, 2023.

Ron Morrison, Mayor



REGULAR MEETING MINUTES OF THE CITY COUNCIL

**April 18, 2023, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA**

Present: Mayor Morrison
Vice-Mayor Molina
Councilmember Bush (*via Zoom*)
Councilmember Rodriguez
Councilmember Yamane

Others Present: Armando Vergara, Acting City Manager
Barry J. Schultz, City Attorney
Carlos Aguirre, Housing Authority Director
Molly Brennan, Administrative Services Director
Tonya Hussain, Executive Secretary
Ben Martinez, Acting Community Development Director
Sergio Mora, Fire Battalion Chief
Joyce Ryan, Library & Community Services Director
Jose Tellez, Chief of Police
Paul Valadez, Budget Manager
Roberto Yano, Director of Public Works and City Engineering

1. CALL TO ORDER

A Regular Meeting of the City Council of the City of National City was called to order at 6:18 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

AB 2449 Request:

City Councilmember Bush requested to attend the meeting virtually due to “Just Cause. “

Mayor Morrison explained the protocol for AB 2449 Teleconference Attendance of a City Councilmember.

Mayor Morrison confirmed that at least a quorum of the legislative body was present at the location of the meeting in City Council Chamber as identified on the agenda.

Mayor Morrison confirmed a two-way visual and telephonic service and a live webcasting of the meeting to allow the public to hear, and observe the meeting was available, and the opportunity for public to attend via call—in option, Zoom, and in-person location of the meeting.

This was the second virtual City Council Meeting Councilmember Bush attended in 2023 under the AB 2449 provision. Councilmember Bush stated that his wife was present at the remote location with him.

ACTION: The remote participation of Councilmember Bush due to “Just Cause” was approved unanimously.

2. ROLL CALL

Councilmembers present: Bush (*via Zoom*), Rodriguez, Yamane, Molina, Morrison

Other elected officials: Treasurer Mitch Beauchamp

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

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Rodriguez led the Pledge of Allegiance.

Invocation was delivered by St. Mary’s Catholic Church Reverend Nemesio Sungcad.

4. PUBLIC COMMENT

Mayor Morrison summarized the process for acceptance of live public comment allowing three (3) minutes per comment and introduced Executive Secretary Tonya Hussain.

One person provided an in-person comment, one (1) written comment, and two (2) people provided virtual comment.

Comments received via Zoom:

Judith Strang
Becky Rapp

Written comment received, not read into the record:

Angelica Ramirez

In-person comment:

Edward Nieto

5. PROCLAMATIONS AND RECOGNITION

5.1 National Library Week

Mayor Morrison presented the proclamation. Library & Community Services Director Joyce Ryan accepted the proclamation and introduced Board of Library Trustees Chair Margaret Godshalk and National City Friends of the Library Treasurer Monica O’hara.

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

None.

ITEM TAKEN OUT OF ORDER

7. INTERVIEWS AND APPOINTMENTS

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

Recommendation: City Council to Conduct Interviews and Appointment.

Interviews were conducted for the following Planning Commission applicants:

Sherry Gogue
Rafael Cotero
Zachary Francisco Gomez
Daniel Perez
Luis Natividad
Liliana Armenta
Pearl Quinones (*via Zoom*)

City Council votes were as follows:

Councilmember Bush – Zachary Francisco Gomez and Liliana Armenta
Councilmember Rodriguez – Pearl Quinones and Luis Natividad
Councilmember Yamane – Sherry Gogue and Pearl Quinones
Vice-Mayor Molina – Liliana Armenta and Luis Natividad
Mayor Morrison – Sherry Gogue and Pearl Quinones

Applicant Pearl Quinones received the majority votes.

Sherry Gogue, Zachary Francisco Gomez, Liliana Armenta, and Luis Natividad advanced to the second round of voting.

City Council votes were as follows for the second round of voting:

Councilmember Bush – Liliana Armenta
Councilmember Rodriguez – Liliana Armenta
Councilmember Yamane – Sherry Gogue
Vice-Mayor Molina – Liliana Armenta
Mayor Morrison – Sherry Gogue

Applicant Liliana Armenta received the majority votes.

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Rodriguez to appoint Pearl Quinones and Liliana Armenta to the Planning Commission for terms ending March 31, 2027.

Motion carried by unanimous vote.

Housing Advisory Committee applicant Denise Kosterlistzky was interviewed. Applicant Izayah Santos was not present and applicant Rafael Coteró denied the request to be interviewed.

Applicant Denise Kosterlistzky received a unanimous ballot vote from the Mayor and City Council.

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Rodriguez to appoint Denise Kosterlistzky to the Housing Advisory Committee for a term ending March 31, 2027.

Motion carried by unanimous vote.

Civil Service Commission applicant Sean Sampsell was interviewed.

ACTION: Motion by Councilmember Bush, seconded by Councilmember Yamane to appoint Sean Sampsell to the Civil Service Commission for a term ending September 30, 2027.

Motion carried by unanimous vote.

7.1 Appointments: City Boards, Commissions and Committees – Mayoral Appointments for Board of Library Trustees and the Public Art Committee.

Mayoral Appointment with City Councilmembers' confirmation.

ACTION: Motion by Mayor Morrison, seconded by Vice-Mayor Molina to appoint Catrina Bush to the Public Art Committee – alternate position for a term ending September 30, 2024.

Motion carried by unanimous vote.

ACTION: Motion by Mayor Morrison, seconded by Councilmember Yamane to appoint Cindy Lopez to the Board of Library Trustees for a term ending September 30, 2025.

Motion carried by unanimous vote.

ACTION: Motion by Mayor Morrison, seconded by Vice-Mayor Molina to appoint Alejandra Sotelo-Solis to the Board of Library Trustees for a term ending September 30, 2024.

Motion carried by unanimous vote.

No appointment was made for the Board of Library Trustees alternate seat.

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

Councilmember Yamane made an announcement regarding the Sweetwater Authority and provided the upcoming meeting date for the San Diego Community Power Joint Powers Authority Board.

Vice-Mayor Molina provided an update on SANDAG.

Mayor Morrison provided an update on the Regional Solid Waste Association.

Port of San Diego Commissioner Sandy Naranjo provided an update on National City's portion of public tidelands.

9. CONSENT CALENDAR

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Yamane to approve Consent Calendar Items 9.1 through 9.3 and 9.5 through 9.13 with Item 9.4 pulled for discussion.

Motion carried by unanimous vote

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

Motion carried by unanimous vote

9.2 Approval of City Council Meeting Minutes.
Approve and file.

Motion carried by unanimous vote

9.3 Acceptance of an Encroachment Permit and Agreement with SD Street Banners LLC for the Installation of Banners within the Public Right-of-Way for Asian Pacific American Heritage Month.

Adopted Resolution No. 2023-37.

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, authorizing the Mayor to Execute an Encroachment Permit and Agreement with SD Street Banners, LLC for the Installation of Asian Pacific American Heritage Month Banners within the Public Right-of-Way."

Motion carried by unanimous vote

ITEM PULLED FOR DISCUSSION

- 9.4 Approval of Agreement with Professional Search Group, LLC for Temporary Personnel Services.

Adopt the Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute a Professional Service Agreement between the City of National City and Professional Search Group, LLC to provide Temporary Staffing Services.

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Yamane to reject the adoption of the resolution.

Substitute motion by Mayor Morrison to adopt the resolution. Motion died for lack of a second.

Original motion:

Ayes: Bush, Rodriguez, Yamane, Molina

Nays: Morrison

Motion carried by 4-1 vote to reject the Adoption of Resolution and the Agreement.

- 9.5 Approval of Creation of One (1) New Job Classification titled "Crime & Intelligence Analyst and Amending the MEA Salary Schedule."

Adopted Resolution No. 2023-39.

Approve the Resolution entitled, "Resolution of the City Council of the City of National City, California, Creating one (1) New Job Classification and Amending the Municipal Employees' Association Salary Schedule."

Motion carried by unanimous vote

- 9.6 Authorize the Acceptance of the Parks Pass 2023 Library Program Grant.

Adopted Resolution No. 2023-40.

Approve the Resolution entitled, "Resolution of the City Council of the City of National City, California, authorizing the City Manager or designee to accept the Parks Pass 2023 Program Grant in the Amount of \$36,600 from the California State Library to fund Library Parks Pass programs and authorizing the establishment of a Library Grants fund appropriation of \$36,600 and corresponding revenue budget."

Motion carried by unanimous vote

9.7 Authorize the Purchase of a Riding Mower for Public Works Parks Division

Adopted Resolution No. 2023-41.

Adopt a Resolution entitled, "Resolution of the City Council of the City of National City, California, Authorizing Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.260 regarding Cooperative Purchasing and Authorizing the City to Piggyback onto Sourcewell Contract #031121-TTC with Turf Star Western for the purchase one (1) Groundsmaster 3200 24HP 2WD Riding Mower in a Not-to-Exceed Amount of \$28,000 for the Public Works Parks Division and Authorizing the City Manager to Approve Adjustments to the Not-to-Exceed Amount for the Purchase of up to \$2,800 as a 10% Contingency for Unforeseen Fluctuations in Pricing."

Motion carried by unanimous vote

9.8 Authorizing establishment of appropriations and purchases for Capital Improvement Program (CIP) Fleet Vehicle Equipment and Accessories.

Adopted Resolution No. 2023-42.

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) authorizing a Fiscal Year 2023 budget adjustment to establish an appropriation in the amount of \$538,700 in the Vehicle Acquisition Fund; 2) waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto Sourcewell Contract # 091521-NAF with National Auto Fleet Group for the purchase and build-out of one (1) 2023 Ford Super Duty F-250 SRW XL 2WD SuperCab in a not-to-exceed amount of \$102,000 for the Animal Regulations Officer; 3) waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto Sourcewell Contract # 091521-NAF with National Auto Fleet Group and pursuant to National City Municipal Code Section 2.60.220 (B) regarding exception to bidding requirements authorizing sole source vendor AEP for the purchase and build-outs of six (6) 2023 Ford Utility Interceptors in a not-to-exceed amount of \$512,000 for National City Police Department; 4) authorizing the purchase of one (1) mini trencher trailer in the not-to-exceed amount of \$4,700; and, 5) authorizing the City Manager to approve adjustments to the not-to-exceed amounts and additional appropriations for these purchases of up to \$62,000 as a 10% contingency for unforeseen fluctuations in pricing."

Motion carried by unanimous vote

- 9.9 Authorize the purchase of a Homeless Outreach and Mobile Engagement Truck and a Trash Truck Grapple Loader.

Adopted Resolution No. 2023-43.

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, authorizing 1) waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto Sourcewell Contract # 091521-NAF with National Auto Fleet Group pursuant to National City Municipal Code Section 2.60.220 (B) regarding the exception to the bidding requirements authorizing sole source vendor AEP for the purchase and build-out of one (1) 2023 Ford F-150 Responder SuperCrew Truck in a not-to-exceed amount of \$85,000; 2) waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto Sourcewell Contract # 40621-PII with Municipal Maintenance Equipment for the purchase of one (1) TL3 Trash Truck Grapple Loader in a not-to-exceed amount of \$247,000; and, 3) authorizing the City Manager to approve adjustments to the not-to-exceed amounts for these purchases of up to \$33,200 as a 10% contingency for unforeseen fluctuations in pricing."

Motion carried by unanimous vote

- 9.10 2022 General Plan Annual Progress Report

Accept and file the report

Motion carried by unanimous vote

- 9.11 Temporary Use Permit – Fun Box Bounce Park hosted by Fun Box at Westfield Plaza Bonita Mall from May 5, 2023 thru September 2, 2023 with no waiver of fees.

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

Motion carried by unanimous vote

- 9.12 Warrant Register #35 for the period of 2/24/23 through 3/02/23 in the amount of \$1,981,615.69.

Ratify Warrants Totaling \$1,981,615.69

Motion carried by unanimous vote

- 9.13 Warrant Register #36 for the period of 3/03/23 through 3/09/23 in the amount of \$3,859,495.81.
Ratify Warrants Totaling \$3,859,495.81

Motion carried by unanimous vote

10. PUBLIC HEARING

ITEM TAKEN OUT OF ORDER

- 10.2 Second Reading and Adoption of Ordinance Amending Title 11 of the National City Municipal Code (NCMC) – Vehicles, Traffic and Parking.

Adopted Ordinance No. 2023-2520

Mayor Morrison declared the Public Hearing open at 7:39 p.m.

There was no public comment.

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Bush to close the public hearing.

Motion carried by unanimous vote.

Public Hearing closed at 7:39 p.m.

Recommendation: Adopt Ordinance entitled, "Ordinance of the City Council of the City of National City, California, Amending Title 11 of the National City Municipal Code – Vehicles, Traffic and Parking by Repealing Chapter 11.68 (Cruising) and Implementing the City's Parking Program."

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

Motion carried by unanimous vote.

- 10.1 Requesting approval of a Resolution receiving the 2022 Annual Military Equipment Use Report, authorizing the purchase of additional military equipment, and updating Military Equipment Use Policy as required by AB 481.

Adopted Resolution No. 2023-44

Police Chief Tellez introduced Captain Sullivan who presented the item.

Mayor Morrison declared the Public Hearing open at 7:53 p.m.

There was no public comment.

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Rodriguez to close the public hearing.

Motion carried by unanimous vote.

Public Hearing closed at 7:54 p.m.

Recommendation: To approve the Resolution entitled, Resolution of the City Council of the City of National City, California, Receiving the 2022 Annual Military Equipment Use Report, Authorizing the Purchase of Additional Shotguns for Less-Lethal Conversions, Ammunition, Sniper Rifles, and Less-Lethal Projectiles, and Updating the Police Department’s Military Equipment Use Procedure as Required by AB 481.”

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

Motion carried by unanimous vote.

11. **STAFF REPORTS**

11.1 Update on the House National City Opt-In Density-Bonus Program

Housing Authority Director Carlos Aguirre introduced WSP Senior Vice-President Tara Lake and Gates Planning Strategies Founder Lara Gates who presented the item.

Recommendation: Receive staff report update and provide comment.

11.2 Fiscal Year 2023 Mid-Year Budget Status Report

Adopted Resolution No. 2023-45

Budget Manager Paul Valadez presented the item.

One (1) written comment was received from Angelica Ramirez.

Recommendation: Accept the report and adopt the resolution authorizing budget adjustments as detailed in Exhibit A.

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

Motion carried by unanimous vote.

12. **CITY MANAGER’S REPORT**

Acting City Manager Armando Vergara introduced Acting Director of Community Services Ben Martinez and Library & Community Services Director Joyce Ryan who provided information on scheduled clean-up events.

13. **ELECTED OFFICIALS REPORT**

Closing remarks were provided by the City Council.

14. **CITY ATTORNEY REPORT**

No report.

15. **ADJOURNMENT**

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, May 2, 2023, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 8:40 p.m.

LaTonya Hussain, Executive Secretary

The foregoing minutes were approved at the Regular Meeting of June 6, 2023.

Ron Morrison, Mayor



SPECIAL MEETING MINUTES OF THE CITY COUNCIL

**April 25, 2023, 5:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA**

Present: Mayor Morrison
Vice-Mayor Molina
Councilmember Bush (*via Zoom*)
Councilmember Rodriguez
Councilmember Yamane

Others Present: Armando Vergara, Acting City Manager
Barry J. Schultz, City Attorney
Tonya Hussain, Executive Secretary
Molly Brennan, Administrative Services Director
Pedro Garcia, Economic Development Manager

1. CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 5:09 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

AB 2449 Request:

City Councilmember Bush requested to attend the meeting virtually due to “Just Cause. “

Mayor Morrison explained the protocol for AB 2449 Teleconference Attendance of a City Councilmember.

Mayor Morrison confirmed that at least a quorum of the legislative body was present at the location of the meeting in City Council Chamber as identified on the agenda.

Mayor Morrison confirmed a two-way visual and telephonic service and a live webcasting of the meeting to allow the public to hear, and observe the meeting was available, and the opportunity for public to attend via call—in option, Zoom, and in-person location of the meeting.

This was the third virtual City Council Meeting Councilmember Bush has attended in 2023 under the AB 2449 provision. Councilmember Bush stated that No one was over the age of 18 in the same location as he is.

ACTION: The remote participation of Councilmember Bush due to “Just Cause” was approved unanimously.

2. ROLL CALL

Councilmembers present: Bush (*via Zoom*), Rodriguez, Yamane, Molina, Morrison

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Vice-Mayor Molina led the Pledge of Allegiance.

4. PUBLIC COMMENT

There was no public comment.

5. CLOSED SESSION

Members retired into Closed Session at 5:19 p.m. (Bush (via Zoom), Rodriguez, Yamane, Molina, Morrison, Schultz, Brennan). All remained in Closed Session with the exception of Brennan who left the Closed Session Meeting Room at 6:04 p.m. following the first item. At 6:06 p.m. Garcia entered the Closed Session Meeting Room and left at 6:26 p.m. At 6:26 p.m. Vergara entered the Closed Session Meeting Room and left at 6:45 p.m. All members returned to open session at 6:59 p.m. with members present in attendance: Rodriguez, Yamane, Molina, Morrison, Vergara, and Schultz. Councilmember Bush was absent.

Action taken by the City Councilmembers and vote on items 5.1 and 5.2 were as follows:

- 5.1 Public Employment Appointment, Performance Evaluation, Dismissal/Release
Position: City Manager
Authority: Government Code Section 54957

City Attorney Schultz reported the unanimous vote of the City Council to accept the terms of the Severance Agreement with City Manager Brad Raulston and the separation date of May 31, 2023. City Attorney Schultz read into the record a press release.

- 5.2 Public Employment Appointment, Performance Evaluation, Dismissal/Release
Position: Acting City Manager
Authority: Government Code Section 54957

City Attorney Schultz reported the unanimous vote of the City Council to appoint Director of Community Development Armando Vergara as Acting City Manager.

6. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, May 2, 2023, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned 7:03 p.m.

LaTonya Hussain, Executive Secretary

The foregoing minutes were approved at the Regular Meeting of June 6, 2023.

Ron Morrison, Mayor



SPECIAL MEETING MINUTES OF THE CITY COUNCIL

May 2, 2023, 5:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA
and

(Councilmember Yamane)
Hyatt Regency Sacramento
1209 "L" Street Sacramento CA 95814
(Per Government Code 54953)

Present: **Mayor Morrison** (*via Zoom*)
 Vice-Mayor Molina
 Councilmember Bush
 Councilmember Rodriguez
 Councilmember Yamane (*via Zoom*)

Others Present: **Armando Vergara, Acting City Manager**
 Barry J. Schultz, City Attorney
 Tonya Hussain, Executive Secretary
 Molly Brennan, Administrative Services Director
 Rod Coppedge, Consulting Legal Counsel (*via Zoom*)

1. CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 5:04 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

Vice-Mayor Molina announced that City Councilmember Yamane would be attending remotely as noticed on the agenda from a location in Sacramento. Due to the requirements of the AB 2449, this virtual attendance does not qualify, but since the notification and location were provided prior to the distribution and posting of the meeting agenda she is able to attend if she meets the requirements. Vice-Mayor Molina confirmed that Councilmember Yamane had posted the agenda and provided access to the meeting at her location as required by the Brown Act and Government Code Section 54953.

Councilmember Yamane has confirmed and is allowed to continue virtually. This action does not require a vote of the City Council.

AB 2449 Request:

Mayor Morrison requested to attend the meeting virtually due to “just cause. “

Vice-Mayor Molina explained the protocol for AB 2449 Teleconference Attendance of a City Councilmember.

Vice-Mayor Molina confirmed that at least a quorum of the legislative body was present at the location of the meeting in City Council Chamber as identified on the agenda.

Mayor Morrison confirmed a two-way visual and telephonic service and a live webcasting of the meeting to allow the public to hear, and observe the meeting was available, and the opportunity for public to attend via call—in option, Zoom, and in-person location of the meeting.

This was the first virtual City Council Meeting Mayor Morrison attended in Calendar Year 2023 under the AB 2449 provision. Mayor Morrison confirmed there was no other individual over the age of 18 present at the remote location with him. Attending a RSWA Waste Expo for a government agency and government function.

ACTION: The remote participation of Mayor Morrison due to “Just Cause” was approved unanimously.

Roll Call Vote to allow Mayor Morrison to attend virtually via AB 2449

Councilmembers present: Bush, Rodriguez, Yamane (*via Zoom*), Molina, Morrison (*via Zoom*)

2. ROLL CALL

Councilmembers present: Bush, Rodriguez, Yamane (*via Zoom*), Molina, Morrison (*via Zoom*)

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Bush led the Pledge of Allegiance.

4. PUBLIC COMMENT

There was no public comment.

5. CLOSED SESSION

Members retired into Closed Session at 5:12 p.m. and returned at 5:34 p.m. with all members present in attendance: Bush, Rodriguez, Yamane (via Zoom), Molina, Morrison (via Zoom), and Schultz).

5.1 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code Section 549569(d)(1) Case: Greg Seward v. City of National City
Case Number: ADJ12916357

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

6. ADJOURNMENT

Vice-Mayor Molina adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, May 2, 2023, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned 5:35 p.m.

LaTonya Hussain, Executive Secretary

The foregoing minutes were approved at the Regular Meeting of June 6, 2023.

Ron Morrison, Mayor



REGULAR MEETING MINUTES OF THE CITY COUNCIL

May 2, 2023, 6:00 p.m.

City Council Chamber - 1243 National City Boulevard

National City, CA

(Councilmember Yamane)

Hyatt Regency Sacramento

1209 "L" Street Sacramento CA 95814

(Per Government Code 54953)

Present: **Mayor Morrison** (*via Zoom*)
 Vice-Mayor Molina
 Councilmember Bush
 Councilmember Rodriguez
 Councilmember Yamane (*via Zoom*)

Others Present: **Armando Vergara, Acting City Manager**
 Barry J. Schultz, City Attorney
 Tonya Hussain, Executive Secretary
 Carlos Aguirre, Housing Authority Director
 Molly Brennan, Administrative Services Director
 Ben Martinez, Acting Community Development Director
 Sergio Mora, Fire Battalion Chief
 Joyce Ryan, Library & Community Services Director
 Jose Tellez, Chief of Police
 Paul Valadez, Budget Manager
 Roberto Yano, Director of Public Works and City Engineering

1. CALL TO ORDER

A Regular Meeting of the City Council of the City of National City was called to order at 6:06 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

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

AB 2449 Request:

Mayor Morrison requested to attend the meeting virtually due to “just cause. “

Vice-Mayor Molina explained the protocol for AB 2449 Teleconference Attendance of a City Councilmember.

Vice-Mayor Molina confirmed that at least a quorum of the legislative body was present at the location of the meeting in City Council Chamber as identified on the agenda.

Mayor Morrison confirmed a two-way visual and telephonic service and a live webcasting of the meeting to allow the public to hear, and observe the meeting was available, and the opportunity for public to attend via call—in option, Zoom, and in-person location of the meeting.

This was the first virtual City Council Meeting Mayor Morrison attended in Calendar Year 2023 under the AB 2449 provision. Mayor Morrison confirmed there was no other individual over the age of 18 present at the remote location with him. Attending a RSWA Waste Expo for a government agency and government function.

ACTION: The remote participation of Mayor Morrison due to “Just Cause” was approved unanimously.

Roll Call Vote to allow Mayor Morrison to attend virtually via AB 2449.

Councilmembers present: Bush, Rodriguez, Yamane (*via Zoom*), Molina, Morrison (*via Zoom*)

Vice-Mayor Molina announced that City Councilmember Yamane would be attending remotely as noticed on the agenda from a location in Sacramento. Due to the requirements of the AB2449, this virtual attendance does not qualify, but since the notification and location were provided prior to the distribution and posting of the meeting agenda she is able to attend if she meets the requirements. Vice-Mayor Molina confirmed that Councilmember Yamane had posted the agenda and provided access to the meeting at her location as required by the Brown Act and Government Code Section 54953. Councilmember Yamane confirmed and was allowed to continue virtually. This action does not require a vote of the City Council.

2. ROLL CALL

Councilmembers present: Bush, Rodriguez, Yamane (*via Zoom*), Molina, Morrison (*via Zoom*)

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Rodriguez led the Pledge of Allegiance.

4. INVOCATION

Invocation was delivered by Reverend Edmundo Zarate-Suarez.

5. PUBLIC COMMENT

Vice-Mayor Molina summarized the process for acceptance of live public comment allowing three (3) minutes per comment and introduced Executive Secretary Tonya Hussain.

One person provided an in-person comment, one (1) written comment, and seven (7) people provided virtual comment.

Comments received via Zoom:

Barbara Gordon
Laura Wilkinson Sinton
Peggy Walker
Terri-Ann Skelly
Judith Strang
Kelly McCormick
Becky Rapp

Written comment received, not read into the record:

Ted Godshalk

In-person comment:

Edward Nieto

6. PROCLAMATIONS AND RECOGNITION

6.1 Reverend Edmundo Zarate-Suarez Day

Vice-Mayor Molina presented the proclamation to Reverend Edmundo Zarate-Suarez.

Public comment was received from Maria Hernandez and Almida Robles.

6.2 Asian Pacific American Heritage Month

Vice-Mayor Molina presented the proclamation to Honorary Consul for the Philippines for San Diego County Audie J. Castro.

6.3 54th Annual Professional Municipal Clerks Week

Vice-Mayor Molina presented the proclamation to Executive Secretary Hussain on behalf of City Clerk Shelley Chapel.

6.4 Retiree Service Recognition - Jeffrey W. Rouston

Vice-Mayor Molina presented the proclamation to Jeffrey W. Rouston.

6.5 Introduction of New City Employees

Assistant Police Chief Alex Hernandez and Fire Battalion Chief Mora introduced the new employees.

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

Councilmember Rodriguez had nothing to report.

Councilmember Bush spoke to his attendance at the American Public Transit Association Conference

Councilmember Rodriguez left the dais at 7:16 p.m. and returned at 7:19 p.m.

Vice-Mayor Molina provided an update on the SANDAG Board of Directors Meeting and announced SANDAG's Bike Anywhere Day to occur on May 18th, 6:00 – 9:00 a.m.

Councilmember Yamane provided an update on the Sweetwater Authority, the San Diego County Water Authority, and the Finance Committee Meeting for Metropolitan Wastewater. Announced the celebration of Asian Pacific American Heritage Month for the month of May.

Mayor Morrison provided an update on the Sweetwater Authority and announced his attendance at WasteExpo.

Port of San Diego Commissioner Sandy Naranjo provided an update.

8. **CONSENT CALENDAR**

ACTION: Motion by Mayor Morrison, seconded by Councilmember Rodriguez to approve Consent Calendar Items 8.1 through 8.8.

Motion carried by unanimous vote

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

Motion carried by unanimous vote

8.2 Approval of City Council Meeting Minutes.

Approve and file.

Motion carried by unanimous vote

8.3 Notice of Decision – Planning Commission approval - Conditional Use Permit for beer and wine sales (ABC Type-41) and live entertainment at a new coffee shop (Public Square Coffee House) located at 127 E. 8th Street.

Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed (Case File No. 2023-01 CUP) (Community Development – Planning).

Motion carried by unanimous vote

- 8.4 Notice of Decision – Planning Commission approval - Conditional Use Permit for a drive-through lane within a proposed commercial development to be located at 2305 Sweetwater Road.

Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed (Case File No. 2022-12 CUP) (Community Development – Planning).

Motion carried by unanimous vote

- 8.5 Approval of Agreement with the Solana Center for Environmental Innovation for Senate Bill (SB) 1383 compliance support services.

Adopted Resolution No. 2023-46

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to execute an agreement between the City of National City and the Solana Center for Environmental Innovation, a California non-profit corporation, for SB 1383 compliance support services."

Motion carried by unanimous vote

- 8.6 Encroachment Permit and Agreement for 129 National City Boulevard

Adopted Resolution No. 2023-47

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, authorizing the Mayor to sign an Encroachment Permit and Agreement for the Temporary Installation of a Scaffolding within the City Reserved Right of Way at 129 National City Boulevard."

Motion carried by unanimous vote

- 8.7 Warrant Register #37 for the period of 3/10/23 through 3/16/23 in the amount of \$565,066.05.

Ratify Warrants Totaling \$565,066.05

Motion carried by unanimous vote

- 8.8 Warrant Register #38 for the period of 3/17/23 through 3/23/23 in the amount of \$1,945,646.70

Ratify Warrants Totaling \$1,945,646.70

Motion carried by unanimous vote

Councilmember Bush left the dais at 7:28 p.m. and returned at 7:31 p.m.

9. **PUBLIC HEARING**

- 9.1 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.

Adopted Resolution No. 2023-48

Director of Public Works and City Engineering Roberto Yano was present for questions.

Vice-Mayor Molina declared the Public Hearing open at 7:29 p.m.

There was no public comment.

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

Ayes: Rodriguez, Yamane, Molina, Morrison

Absent: Bush

Motion carried by 4-1 vote.

Public Hearing closed at 7:30 p.m.

Recommendation: Public Hearing and Adoption of a Resolution Entitled, "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 \$2,688.21 per new residential dwelling unit to \$2,741.97 per unit beginning July 1, 2023.

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

Ayes: Rodriguez, Yamane, Molina, Morrison

Absent: Bush

Motion carried by 4-1 vote.

- 9.2 Public Hearing No. 2 and adoption of HUD 2023-2024 Action Plan and allocation of funds to CDBG and HOME activities.

Adopted Resolution No. 2023-49

Housing Authority Director Carlos Aguirre was present for questions.

Vice-Mayor Molina declared the Public Hearing open at 7:31 p.m.

There was no public comment.

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

Motion carried by unanimous vote.

Public Hearing closed at 7:32 p.m.

Recommendation: Adopt the Resolution entitled, "Public Hearing No. 2 of 2 and adoption of a Resolution of the City Council of the City of National City, California adopting the U.S. Department of Housing and Urban Development (HUD) 2023-2024 Annual Action Plan and the allocation of 2023-2024 HUD entitlement grant funds and program income to Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program activities proposed for 2023-2024 Annual Action Plan."

ACTION: Motion by Mayor Morrison, seconded by Councilmember Bush to adopt the resolution.

Motion carried by unanimous vote.

10. **STAFF REPORTS**

10.1 Appropriation of funds for the National City Targeted Local Coastal Program Amendment to update General Plan and Zoning Code references.

Adopted Resolution No. 2023-50

Director of Public Works and City Engineering Roberto Yano was present for questions.

Recommendation: Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, authorizing establishing an appropriation and corresponding revenue budget in the amount of \$100,000 for the National City Targeted Local Coastal Program Amendment, reimbursable through the Local Coastal Program Local Assistance Grant Program approved by the California Coastal Commission."

ACTION: Motion by Mayor Morrison, seconded by Councilmember Bush to adopt the resolution.

Motion carried by unanimous vote.

11. **CITY MANAGER'S REPORT**

There was no report.

12. ELECTED OFFICIALS REPORT

Closing remarks were provided by members of the City Council.

13. CITY ATTORNEY REPORT

CLOSED SESSION

Vice-Mayor Molina introduced City Attorney Schultz who announced that there was no reportable action from the earlier Closed Session item.

5.1 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code Section 549569(d)(1)

Case: Greg Seward v. City of National City

Case Number: ADJ12916357

14. ADJOURNMENT

Vice-Mayor Molina adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, May 16, 2023, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 7:40 p.m.

LaTonya Hussain, Executive Secretary

The foregoing minutes were approved at the Regular Meeting of June 6, 2023.

Ron Morrison, Mayor



SPECIAL MEETING MINUTES OF THE CITY COUNCIL WORKSHOP

May 5, 2023, 4:00 p.m.

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

Present: Mayor Morrison
Vice-Mayor Molina
Councilmember Bush (*arrived at 4:12 p.m.*)
Councilmember Rodriguez
Councilmember Yamane

Others Present: Armando Vergara, Acting City Manager
Barry J. Schultz, City Attorney
Tonya Hussain, Executive Secretary
Carlos Aguirre, Housing Authority Director
Molly Brennan, Administrative Services Director
Alex Hernandez, Assistant Chief of Police
Ben Martinez, Acting Community Development Director
Joanne McGhee, Community Services Manager
Sergio Mora, Fire Battalion Chief
Janel Pehau, Financial Analyst
Jose Tellez, Chief of Police
Paul Valadez, Budget Manager
Roberto Yano, Director of Public Works and City Engineering

1. CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 4:05 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

Councilmembers present: Bush (*4:12 pm arrival*), Rodriguez, Yamane, Molina, Morrison

Other elected officials: Treasurer Mitch Beauchamp
Interpretation in Spanish provided by Carlos Diaz and Luisa Diaz de Leon.

3. PUBLIC COMMENT

Mayor Morrison summarized the process for acceptance of live public comment allowing three (3) minutes per comment and introduced Executive Secretary Hussain.

Four (4) speakers provided in-person comments and two (2) written comments. There were no registrants for virtual comment.

In-person comments:

Karen McManus
Thelma Sanchez
Edward Nieto
Alma Sarmiento

Written comment received, not read into the record:

Ted Godshalk
Kelsey Genesi

4. STAFF REPORT

4.1 Fiscal Year 2023-2024 Preliminary Budget Workshop

Acting City Manager Armando Vergara introduced Molly Brennan, Administrative Services Director who presented the item utilizing a PowerPoint Presentation.

Vice-Mayor Molina left the dais at 5:20 p.m. and returned at 5:22 p.m.

Councilmember Rodriguez left the dais at 5:20 p.m. and returned at 5:22 p.m.

Councilmember Bush left the dais at 5:32 p.m. and returned at 5:34 p.m.

Councilmember Yamane left the dais at 5:44 p.m. and returned at 5:46 p.m.

Mayor Morrison left the dais at 5:49 p.m. and returned at 5:51 p.m.

Councilmember Bush left the dais at 6:32 p.m. and returned at 6:33 p.m.

Vice-Mayor Molina left the dais at 6:43 p.m. and returned at 6:45 p.m.

Recommendation: Review, receive presentation, and provide direction.

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Bush to continue the discussion at a future meeting and not revisit what has previously been discussed.

Motion carried by unanimous vote.

5. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, May 16, 2023, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned 7:07 p.m.

LaTonya Hussain, Executive Secretary

The foregoing minutes were approved at the Regular Meeting of June 6, 2023.

Ron Morrison, Mayor



SPECIAL MEETING MINUTES OF THE CITY COUNCIL WORKSHOP

May 16, 2023, 3:30 p.m.

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

Present: Mayor Morrison (*arrived 3:50 p.m.*)
Vice-Mayor Molina
Councilmember Bush (*arrived 3:43 p.m.*)
Councilmember Rodriguez
Councilmember Yamane

Others Present: Armando Vergara, Acting City Manager
Barry J. Schultz, City Attorney
Shelley Chapel, City Clerk
Carlos Aguirre, Housing Authority Director
Molly Brennan, Administrative Services Director
Alex Hernandez, Assistant Chief of Police
Ben Martinez, Acting Community Development Director
Sergio Mora, Fire Battalion Chief
Joyce Ryan, Library & Community Services Director
Paul Valadez, Budget Manager
Roberto Yano, Director of Public Works and City Engineering

1. CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 3:40 p.m. by Vice-Mayor Molina via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

Councilmembers present: Bush (*arrived 3:43 p.m.*), Rodriguez, Yamane, Molina, Morrison (*arrived 3:50 p.m.*)

Other elected officials: Treasurer Mitch Beauchamp

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

3. PUBLIC COMMENT

Vice-Mayor Molina summarized the process for acceptance of live public comment allowing two (2) minutes per comment and introduced City Clerk Chapel.

Nine (9) speakers provided in-person comments, one (1) written via eSCRIBE, and one (1) written comment was received.

In-person comments:

Alma Sarmiento, Edward Nieto, Larry Emerson, Margarita Morena, Angelica Ramirez, Rosela Romaine, Silva Calzada, Kelsey Genesi, and Alicia Sanchez.

Written comment received, not read into the record:

Ted Godshalk

Written comment received via eSCRIBE, not read into the record:

Jodi Barthold

4. STAFF REPORT

4.1 Fiscal Year 2023-2024 Preliminary Budget Workshop

Review, receive presentation, and provide direction.

Acting City Manager Vergara introduced Director of Engineering and Public Works Yano who presented the item.

Councilmember Bush left the dais at 5:38 p.m. and returned at 5:40 p.m.

Further discussion to occur at the Special Budget Workshop scheduled for Tuesday, May 23, 2023 at 4:00 p.m.

5. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, May 16, 2023, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 6:00 p.m.

Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of June 6, 2023.

Ron Morrison, Mayor



REGULAR MEETING MINUTES OF THE CITY COUNCIL

May 16, 2023, 6:00 p.m.

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

Present: Mayor Morrison
Vice-Mayor Molina
Councilmember Bush
Councilmember Rodriguez
Councilmember Yamane

Others Present: Armando Vergara, Acting City Manager
Barry J. Schultz, City Attorney
Shelley Chapel, City Clerk
Carlos Aguirre, Housing Authority Director
Molly Brennan, Administrative Services Director
Alex Hernandez, Assistant Chief of Police
Sergio Mora, Fire Battalion Chief
Joyce Ryan, Library & Community Services Director
Ben Martinez, Acting Director of Community Development
Roberto Yano, Director of Public Works and City Engineering

1. CALL TO ORDER

A Regular Meeting of the City Council of the City of National City was called to order at 6:16 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

Councilmembers present: Bush, Rodriguez, Yamane, Molina, Morrison
Interpretation in Spanish provided by Carlos Diaz and Luisa Diaz de Leon.

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Yamane led the Pledge of Allegiance.

4. INVOCATION

Pastor Carolyn Nichols, Southport Christian Center delivered the invocation.

5. PUBLIC COMMENT

Mayor Morrison summarized the process for acceptance of live public comment allowing two (2) minutes per comment and introduced City Clerk Chapel.

Nine (9) speakers provided in-person comments, and three (3) people provided virtual comment.

In-person comment:

Yvette Vargas, Matias D. Garcia, Geoffrey Schrock, Abelino Munoz, Edward Nieto, Matthew Leyba–Gonzalez, Jacqueline Reynoso, Javier Gracia, and Luisa McCarthy

Comment received via Zoom:

Terri Ann Skelly

Peggy Walker

Judith Strang

6. PROCLAMATIONS AND RECOGNITION

6.1 National Public Works Week

Mayor Morrison presented the proclamation to Director of Public Works and City Engineering Yano and Assistant Director Martha Juarez, who also provided a PowerPoint Presentation highlighting the department’s accomplishments.

6.2 National Emergency Medical Services Week

Mayor Morrison presented the proclamation to Chief Mora and Claudia Cardenas-Rempel with AMR.

6.3 Law Enforcement Appreciation Month

Mayor Morrison presented the proclamation to Assistant Chief Hernandez and Captain Chris Sullivan.

7. REGIONAL BOARDS AND COMMITTEE REPORTS

Councilmember Rodriguez had nothing to report.

Councilmember Bush provided an alert of San Diego Metropolitan Transit Systems service disruption due to labor disputes. Attended the Air Pollution and Control Meeting.

Councilmember Yamane reported on a Sweetwater Authority Open House, which occurred on Saturday, June 3rd from 9:00-11:00 a.m., as a member of the San Diego County Water Authority (SDCWA) appointed to the panel tasked to hire a new General Manager for the SDCWA. Announced a May 27th Community Presentation in honor of

Asian Pacific Heritage Month scheduled to occur on May 27th, 1:00-4:00 p.m. at the National City Library.

Vice-Mayor Molina provided an update on the SANDAG Board of Directors Meeting.

Mayor Morrison provided an update on a rescheduled Sweetwater Meeting for May 17.

Port of San Diego Commissioner Sandy Naranjo provided an update.

8. CONSENT CALENDAR

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Bush to approve Consent Calendar Items 8.1, 8.3, and 8.5 through 8.12. Councilmember Rodriguez pulled item 8.2, and Councilmember Yamane pulled item 8.4 for discussion.

Motion carried by unanimous vote

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

Motion carried by unanimous vote

Item Pulled For Discussion

8.2 Awarding a contract to HSCC, Inc. for the Kimball Park Dog Park and Tot Lot + Las Palmas Park Dog Park, CIP No. 23-06

Adopted Resolution No. 2023-51

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California 1) Awarding a contract to HSCC Inc., in the not-to-exceed amount of \$983,697 for the Kimball Park Dog Park and Tot Lot + Las Palmas Park Dog Park project, CIP No. 23-06; 2) Authorizing a 15% contingency of \$147,555 for any unforeseen changes; 3) Authorizing the Mayor to execute the contract; 4) authorizing the establishment of an appropriation and corresponding revenue budget of \$216,033 in the Engineering Department Grants Fund; and 5) Authorizing the establishment of an appropriation of \$576,576 in the Parks Development Impact Fees Fund."

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

Motion carried by unanimous vote

8.3 List of projects that will receive funding from the Road Maintenance and Rehabilitation Account through the Local Streets and Roads Funding Program as required by Senate Bill 1.

Adopted Resolution No. 2023-52

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) approving the following projects 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: A) FY 2024 Pavement Rehabilitation, B) Central Community Mobility Enhancements, and C) FY 2024 Pavement Slurry Seal; and 2) authorizing the establishment of a Gas Tax Fund appropriation of \$1,519,578 for Fiscal Year 2024 and corresponding revenue budget for receipt of RMRA funds."

Motion carried by unanimous vote

Item Pulled For Discussion

- 8.4 Agreement between the City of National City and HDL Coren & Cone, Inc. to provide property tax consulting and property tax audit services.

Adopted Resolution No. 2023-53

Adopt the Resolution entitled, "Resolution of the City Council of the City of National City, California, authorizing the Mayor to execute the agreement by and between the City of National City and HdL Coren & Cone, Inc."

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Bush to approve with amendment to terms changing from a 5-year agreement to a 2-year.

Motion carried by unanimous vote

- 8.5 Authorizing a First Amendment to the Agreement with The Steinhilber Corporation DBA JJJ Enterprises to provide citywide fire and security alarm monitoring, service, testing, replacement, and repairs.

Adopted Resolution No. 2023-54

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, authorizing the Mayor to execute a First Amendment to the Agreement with The Steinhilber Corporation DBA JJJ Enterprises, increasing the not-to-exceed amount by \$25,000, for a total agreement amount of \$85,000."

Motion carried by unanimous vote

- 8.6 The State of California Supplemental Law Enforcement Services Funds (SLESF)/Citizen's Option for Public Safety (C.O.P.S.) grants awarded to the National City Police Department (NCPD) for Fiscal Years 2020 through 2023.

Adopted Resolution No. 2023-55

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, authorizing the establishment of an appropriation and corresponding revenue budget in the Supplemental Law Enforcement Services Fund of \$493,282.68 for Fiscal Years 2020 through 2023 based on funds received through the Citizens' Option for Public Safety (C.O.P.S) Grant Program."

Motion carried by unanimous vote

8.7 City Council 2023 Legislative Recess

Provide direction on observing a legislative recess, which is historically taken in the month of July. In accordance with National City Municipal Code (NCMC) Section 2.04.020, any Regular Meeting(s) may be dispensed with a vote.

Motion carried by unanimous vote

8.8 Temporary Use Permit – 4th Annual End of Summer Car Show hosted by the San Diego Lowrider Association at Kimball Park on Saturday, September 9, 2023 from 11 a.m. to 5 p.m. with no waiver of fees.

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

Motion carried by unanimous vote

8.9 Warrant Register #39 for the period of 3/24/23 through 3/30/23 in the amount of \$1,129,426.95.

Ratify Warrants Totaling \$1,129,426.95

Motion carried by unanimous vote

8.10 Warrant Register #40 for the period of 3/31/23 through 4/6/23 in the amount of \$3,088,984.92.

Ratify Warrants Totaling \$3,088,984.92.

Motion carried by unanimous vote

8.11 Warrant Register #41 for the period of 4/7/23 through 4/13/23 in the amount of \$1,708,125.82.

Ratify Warrants Totaling \$1,708,125.82

Motion carried by unanimous vote

8.12 Warrant Register #42 for the period of 4/14/23 through 4/20/23 in the amount of \$2,550,961.76.

Ratify Warrants Totaling \$2,550,961.76

Motion carried by unanimous vote

Councilmember Bush left the dais at 7:18 p.m. and returned at 7:20 p.m.

9. PUBLIC HEARING

9.1 Public Hearing and Adoption of an Ordinance of the City Council of the City of National City to extend the wastewater rates adopted for Fiscal Years 2022-2023 through Fiscal Years 2024-2025 with no increase.

Director of Public Works and City Engineering Roberto Yano presented the item utilizing a PowerPoint presentation.

Mayor Morrison declared the Public Hearing open at 7:29 p.m.

There was no public comment.

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

Motion carried by unanimous vote.

Public Hearing closed at 7:29 p.m.

Recommendation: First Reading to Adopt the Ordinance titled, "Ordinance of the City Council of the City of National City, California, amending Ordinance No. 2017-2442 extending the wastewater rates adopted for Fiscal Years 2022-2023 to Fiscal Years 2023-2024 and 2024-2025 with no increase.

ACTION: Motion by Councilmember Rodriguez, seconded by Vice-Mayor Molina to approve the staff recommendation.

Motion carried by unanimous vote.

10. STAFF REPORTS

10.1 Temporary Use Permit – Family Cruising Day Events sponsored by the City of National City on June 17, August 12, and September 9, 2023, from 12:00 – 4:00 p.m.

Mayor Morrison introduced Pedro Garcia, Economic Development Manager and Joanne McGhee, Community Services Manager who gave the report and PowerPoint Presentation.

There was one (1) public comment: Jovita Arellano

Recommendation: Receive staff report and approve the application for a Temporary Use Permit subject to compliance with all conditions of the approval in accordance to the City Council Policy 802.

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

Motion carried by unanimous vote.

11. **CITY MANAGER'S REPORT:** Nothing to report.

12. **ELECTED OFFICIALS REPORT**

12.1 POLICY 105 REQUEST - Request to Amend City Council Policy 104: XIV Procedural Matters, ((E) Proclamations) Requested by Councilmember Rodriguez

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Rodriguez to direct staff to return on June 20, 2023 with a report to discuss.

Motion carried by 3-1-1.

Ayes: Bush, Rodriguez, Yamane

Abstain: Molina

Noes: Morrison

12.2 POLICY 105 REQUEST - Creation of Ad Hoc Committees comprised of 2 National City Elected Representatives Requested by Councilmember Rodriguez

ACTION: Motion by Councilmember Bush, seconded by Councilmember Rodriguez to direct staff to return to a meeting in August with a report to discuss.

Motion carried by 3-1-1.

Ayes: Bush, Rodriguez, Yamane

Abstain: Molina

Noes: Morrison

Closing remarks were provided by members of the City Council.

13. **CITY ATTORNEY REPORT** Nothing to report.

14. **ADJOURNMENT**

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, June 6, 2023, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 8:01 p.m.

Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of June 6, 2023.

Ron Morrison, Mayor



AGENDA REPORT

Department: Fire Department
Prepared by: Walter Amedee, Management Analyst III
Meeting Date: Tuesday, June 6, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Agreement between the City of San Diego Office of Emergency Services and the City of National City for the distribution of FY22 Urban Area Security Initiative (UASI) Grant funds.

RECOMMENDATION:

Adopt the Resolution entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Sign the Agreement and Authorizing the Establishment of an Appropriation and Corresponding Revenue Budget in the Amount of \$30,073."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

This Agreement documents the roles, responsibilities, and expectations at the local, state, and federal levels and ensures that the City of National City, as a participant in the UASI program, agrees to meet state and federal requirements. The UASI grant provides funding for equipment, planning, and training needed to respond to natural or man-made disasters or terrorism incidents that may occur in the San Diego urban area. This grant program requires the City to incur expenses for training, exercises, and conferences for police and fire personnel, and then apply for reimbursement. This Agreement requires sub recipient indemnification and as such needs Council approval.

This request authorizes the establishment of an appropriation and corresponding revenue budget in the amount of \$30,073.00 from the FY22 UASI Grant Funds. The appropriation will be used for the California Emergency Services Association Conference, MACTAC Breacher/Forced Entry Tactical Training, Rope Rescue Technician Training, and ARJIS Live 911 Server/Installation Fee for the Fire and Police Department.

FINANCIAL STATEMENT:

Expenditure Account: 282-411-964-502-0000 Equipment - \$8,285.00, 282-411-964-226-0000 Training - \$13,600.00, 282-412-964-226-0000 Training - \$8,188.00
Revenue Account: 282-11964-3498 - \$21,885.00, 282-12964-3498 - \$8,188.00. No City match required.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Public Safety

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Agreement

Exhibit B - Resolution

**AGREEMENT BETWEEN THE CITY OF
SAN DIEGO OFFICE OF EMERGENCY SERVICES AND THE
CITY OF NATIONAL CITY
FOR THE DISTRIBUTION OF FY 2022 UASI GRANT FUNDS**

THIS AGREEMENT is made this day of _____, 2023 in the City and County of San Diego, State of California, by and between the CITY OF NATIONAL CITY (“SUBRECIPIENT”) and the CITY OF SAN DIEGO, a municipal corporation (“San Diego” or “City”), in its capacity as fiscal agent for the Approval Authority, as defined below, acting by and through the San Diego Office of Emergency Services (“SD OES”), also referred to as the San Diego Office of Emergency Services (“SD OES”).

RECITALS

WHEREAS, The United States Department of Homeland Security (“DHS”) designated San Diego as an eligible high risk urban area through an analysis of relative risk of terrorism, the San Diego Urban Area (“SDUA”) was established for the purpose of application for and allocation and distribution of federal Urban Areas Security Initiative (“UASI”) program grant funds; and

WHEREAS, The Urban Area Working Group (“UAWG”), a collaborative subcommittee established by the San Diego County Unified Disaster Council, was established as the Approval Authority for the SDUA, to provide overall governance of the homeland security grant program across the SDUA, to coordinate development and implementation of all UASI program initiatives, and to ensure compliance with all UASI program requirements; and

WHEREAS, The City of San Diego Office of Emergency Services (“SD OES”), as the “core city” for the SDUA, will serve as the chair and the UASI Grant Administrator, and SD OES Program Manager is responsible for implementing and managing the policy and program decisions of the Approval Authority, directing the work of the UASI Management Team personnel, and performing other duties as determined and directed by the Approval Authority, and

WHEREAS, San Diego has been designated as the grantee for UASI funds granted by the DHS through the California Office of Emergency Services (“Cal OES”) to the SDUA, with responsibility to establish procedures and execute subgrant agreements for the distribution of UASI program grant funds to jurisdictions selected by the Approval Authority to receive grant funding; and

WHEREAS, San Diego has been designated to serve as the fiscal agent for the Approval Authority, and to establish procedures and provide all financial services for distribution of UASI program grant funds within the SDUA; and

WHEREAS, Pursuant to grant allocation decisions by the Approval Authority, the UASI Management Team has asked San Diego to distribute a portion of the regional UASI grant funds to SUBRECIPIENT on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 **Specific Terms.** Unless the context requires otherwise, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) “**ADA**” shall mean the Americans with Disabilities Act (including all rules and regulations there under) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) “**Authorized Expenditures**” shall mean expenditures for those purposes identified and budgeted in the SUBRECIPIENT Award Letter (Appendix A) and/or approved modification.

(c) “**Event of Default**” shall have the meaning set forth in Section 7.1.

(d) “**Fiscal Quarter**” shall mean each period of three calendar months commencing on July 1, October 1, January 1, and April 1, respectively.

(e) “**Grant Funds**” shall mean any and all funds allocated or disbursed to SUBRECIPIENT (UEI #:) under this Agreement. This Agreement shall specifically cover funds allocated or disbursed from Cal OES Grant No. 2022-0043, Cal OES ID No. 073-66000, CFDA No. 97.067, per Cal OES award notice dated October 24, 2022.

(f) “**Grant Plan**” shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter, and the budget and requirements, described in the approved Financial Management Forms Workbook (FMFW). If SUBRECIPIENT requests any modification to the Grant Plan, SUBRECIPIENT shall submit a written request to the SD OES Program Manager with the following information: Scope of change requested, reason for change, proposed plan for change, summary of approved and requested modifications to the Grant Plan, and any necessary approvals in support of change (e.g., EHP).

(g) “**Indemnified Parties**” shall mean: (i) San Diego, including all commissions, departments including OES, agencies, and other subdivisions of San Diego; (ii) San Diego’s elected officials, directors, officers, employees, agents, successors, and assigns; and (iii) all persons or entities acting on behalf of the foregoing.

(h) “**Losses**” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(i) “**Reimbursement Request**” shall have the meaning set forth in Section 3.10(a).

(j) “**Simplified Acquisition Threshold**” means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods.

(k) “**UASI Management Team**” shall mean The SD OES Program Manager, Program Coordinator, as well as project, grant, and administrative staff. The Program Manager appoints members to the Management Team to implement the policies of the UAWG.

(l) “**Pass-through entity**” shall mean a non-Federal entity that provides a sub award to a subrecipient to carry out part of a Federal Program.

1.2 **Additional Terms.** The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of City. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of City. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable or satisfactory to, City. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation.” The use of the term “subcontractor,” “successor” or “assign” herein refers only to a subcontractor, successor or assign expressly permitted under Article 8.

1.3 **References to this Agreement.** References to this Agreement include: (a) any and all appendices, exhibits, schedules, and attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 10.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” “herein” or “hereto” refer to this Agreement as a whole.

1.4 **Reference to laws.** Any reference in this Agreement to a federal or state statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction shall mean that statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction as is currently in effect and as may be amended, modified or supplemented from time to time.

ARTICLE 2 ALLOCATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON SAN DIEGO’S OBLIGATIONS

2.1 **Risk of Non-Allocation of Grant Funds.** This Agreement is subject to all federal and state grant requirements and guidelines, including DHS and Cal OES requirements, guidelines, information bulletins, and instructions, the decision-making of the Cal OES and the Approval Authority, the terms and conditions of the grant award; the approved application, and to the extent applicable the budget and fiscal provisions of the San Diego City Charter. The Approval Authority shall have no obligation to allocate or direct disbursement of funds for this Agreement in lieu of allocations for new or other agreements. SUBRECIPIENT acknowledges and agrees that grant decisions are subject to the discretion of the Cal OES and Approval Authority. Further, SUBRECIPIENT acknowledges and agrees that the City shall have no obligation to disburse grant funds to SUBRECIPIENT until City and SUBRECIPIENT have fully and finally executed this Agreement. SUBRECIPIENT acknowledges and agrees that if it takes any action, informal or formal, to appropriate, encumber or expend Grant Funds before final allocation decisions by Cal OES and the Approval Authority, and before this Agreement is fully and finally executed, it assumes all risk of possible non-allocation or non-reimbursement of funds, and such acknowledgement and agreement is part of the consideration of this Agreement.

2.2 **Certification of Controller; Guaranteed Maximum Costs.** No funds shall be available under this Agreement without prior written authorization certified by the San Diego Chief Financial Officer as set forth in Section 39 of the City of San Diego City Charter:

“No contract, agreement, or other obligation for the expenditure of public funds shall be entered into by any officer of the City and no such contract shall be valid unless the Chief Financial Officer shall certify in writing that there has been made an appropriation to cover the expenditure and that there remains a sufficient balance to meet the demand thereof.”

ARTICLE 3
PERFORMANCE OF THE AGREEMENT

3.1 **Duration of Term.** The term of this Agreement shall commence on **SEPTEMBER 1, 2022** and shall end at 11:59 p.m. San Diego time on **MAY 31, 2025.**

3.2 **Maximum Amount of Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed the amount awarded under the SUBRECIPIENT Award letter (Appendix A), Training and Exercise Participation Award Letter and/or approved modification. The City will not automatically transfer Grant Funds to SUBRECIPIENT upon execution of this Agreement. SUBRECIPIENT must submit a Reimbursement Request under Section 3.10 of this Agreement, approved by the UASI Management Team and City, before the City will disburse Grant Funds to SUBRECIPIENT.

3.3 **Use of Funds.**

(a) **General Requirements.** SUBRECIPIENT shall use the Grant Funds received under this Agreement for the purposes and in the amounts set forth in the Grant Plan. SUBRECIPIENT shall not use or expend Grant Funds for any other purpose, including but not limited to, for matching funds for other federal grants/cooperative agreements, lobbying or intervention in federal regulatory or adjudicatory proceedings, or to sue the federal government or any other government entity. SUBRECIPIENT shall not permit any federal employee to receive Grant Funds.

(b) **Modification of Grant Plan.** Under Sections 1.1(f) and 10.2 of this Agreement, SUBRECIPIENT may submit a written request to modify the Grant Plan. SUBRECIPIENT shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to such a request for modification until the SD OES Program Manager or designee has provided written approval for the request. In addition, if the modification request requires approval from the Approval Authority and/or Cal OES, as determined by the SD OES Program Manager, SUBRECIPIENT shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to the modification request without approval from the Approval Authority and/or Cal OES.

(c) **No Supplanting.** SUBRECIPIENT shall use Grant Funds to supplement existing funds, and not replace (supplant) funds that have been appropriated for the same purpose.

(d) **Obligations.** SUBRECIPIENT must expend Grant Funds in a timely manner consistent with the grant milestones, guidance and assurances; and make satisfactory progress toward the goals, objectives, milestones and deliverables in this Agreement.

(e) **Subawards.** SUBRECIPIENT is not an authorized pass-through entity and is not authorized to make any subawards of Grant Funds.

3.4 **Grant Assurances; Other Requirements; Cooperation with Monitoring.**

(a) SUBRECIPIENT shall comply with all Grant Assurances included in Appendix B, attached hereto and incorporated by reference as though fully set forth herein.

(b) In addition to complying with all Grant Assurances, SUBRECIPIENT shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority. SUBRECIPIENT shall require and ensure that all contractors and other entities receiving Grant Funds from SUBRECIPIENT comply with all applicable statutes, regulations, executive orders,

requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority.

(c) SUBRECIPIENT shall promptly comply with all standards, specifications and formats of San Diego and the UASI Management Team, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and compliance with this Agreement. SUBRECIPIENT shall cooperate in good faith with San Diego and the UASI Management Team in any evaluation, inspection, planning or monitoring activities conducted or authorized by DHS, Cal OES, San Diego or the UASI Management Team. For ensuring compliance with non-supplanting requirements, upon request by City or the UASI Management Team, SUBRECIPIENT shall supply documentation certifying that a reduction of non-federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds.

3.5 Administrative, Programmatic and Financial Management Requirements. SUBRECIPIENT shall establish and maintain administrative, programmatic and financial management systems and records in accordance with federal and State of California requirements. This provision requires, at a minimum, that SUBRECIPIENT comply with the following non-exclusive list of regulations commonly applicable to DHS grants, as applicable to this Agreement and the Grant Plan:

- (a) Administrative Requirements:
 - 1. 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).
- (b) Cost Principles:
 - 1. 2 CFR Part 200, Subpart E - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133);
 - 2. Federal Acquisition Regulations (FAR), Part 31.2 *Contract Principles and Procedures, Contracts with Commercial Organizations*.
- (c) Audit Requirements:
 - 1. 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).

3.6 Technology Requirements.

(a) National Information Exchange Model ("NIEM"). SUBRECIPIENT shall use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language ("XML") for all awards of Grant Funds.

(b) Geospatial Guidance. SUBRECIPIENT is encouraged to use Geospatial technologies, which can capture, store, analyze, transmit and/or display location-based information (i.e., information linked to a latitude and longitude), and to align any geospatial activities with the guidance available on the Federal Emergency Management Agency ("FEMA") website.

(c) Criminal Intelligence Systems Operating Policies. Any information technology system funded or supported by Grant Funds shall comply with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if applicable.

(d) SUBRECIPIENT is encouraged to use the DHS guidance in *Best Practices for Government Use of CCTV: Implementing the Fair Information Practice Principles*, if Grant Funds are used to purchase or install closed circuit television (CCTV) systems or to support operational CCTV systems.

3.7 **Procurement Requirements.**

(a) General Requirements. SUBRECIPIENT shall follow its own procurement requirements as long as those requirements comply with all applicable federal and State of California statutes, regulations, requirements, policies, guides, guidelines and instructions.

(b) Contract Provisions. All contracts made by the SUBRECIPIENT using Grant Funds must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contract Under Federal Awards). 2C.F.R. § 200.326.

(b) Specific Purchases. If SUBRECIPIENT is using Grant Funds to purchase interoperable communication equipment, SUBRECIPIENT shall consult DHS's SAFECOM's coordinated grant guidance, which outlines standards and equipment information to enhance interoperable communication. If SUBRECIPIENT is using Grant Funds to acquire critical emergency supplies, prior to expending any Grant Funds, SUBRECIPIENT shall submit to the UASI Management Team for approval by Cal OES a viable inventory management plan, an effective distribution strategy, sustainment costs for such an effort, and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.

(c) Bond Requirement. SUBRECIPIENT shall obtain a performance bond for any equipment items over the simplified acquisition threshold (2C.F.R. § 200.88) or any vehicle, aircraft or watercraft financed with Grant Funds.

(d) Non-Competitive Procurement Requirements. UASI Management Team prior approval is required for any procurement made without advertisement or a competitive process or single response to a request for proposal/bid, regardless of dollar amount, this includes sole source procurements. SUBRECIPIENT shall submit a Non-Competitive Procurement Authorization request to the UASI Management Team for approval prior to expending any grant funds. Additionally, SUBRECIPIENT shall submit a Non-Competitive Procurement Request to the UASI Management Team for CalOES approval for any non-competitive procurement over the simplified acquisition threshold (2C.F.R. § 200.88).

(e) Federal Schedules. SUBRECIPIENT shall submit a Federal Schedule Procurement Authorization request to the UASI Management Team for approval to procure using the Federal supply schedule, prior to expending any grant funds.

(f) Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services. SUBRECIPIENT and any contractor or subcontractor shall comply with the restrictions on procurement of certain telecommunications and video surveillance products as described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200.

3.8 **Contractor Requirements.**

(a) SUBRECIPIENT shall ensure and independently verify that any contractor or other entity receiving Grant Funds from SUBRECIPIENT is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, under Executive Orders 12549 and 12689, as

implemented at 2 CFR Part 3000. SUBRECIPIENT shall obtain documentation of eligibility before disbursing Grant Funds to any contractor or other entity. SUBRECIPIENT shall maintain documentary proof of this verification in its files. SUBRECIPIENT shall establish procedures for the effective use of the "Excluded Parties List System," to assure that it does not provide Grant Funds to excluded parties. SUBRECIPIENT shall also establish procedures to provide for effective use and/or dissemination of the list to assure that its contractors, at any tier do not make awards in violation of the non-procurement debarment and suspension common rule.

(b) SUBRECIPIENT shall ensure that any contractor or other entity receiving Grant Funds from SUBRECIPIENT complies with the requirements of 44 CFR Part 18, *New Restrictions on Lobbying*; and

(c) SUBRECIPIENT shall ensure that any contractor or other entity receiving Grant Funds from SUBRECIPIENT complies with the requirements of 2 CFR Part 3001, *Requirements for Drug-Free Workplace (Financial Assistance)*.

3.9 **Monitoring Grant Performance.**

(a) City and the UASI Management Team are both authorized to perform periodic monitoring reviews of SUBRECIPIENT's performance under this Agreement, to ensure that the Grant Plan goals, objectives, performance requirements, timelines, milestone completion, budgets and other criteria are being met. Programmatic monitoring may include the Regional Federal Preparedness Coordinators, or other federal or state personnel, when appropriate. Monitoring may involve a combination of desk-based reviews and on-site monitoring visits, inspection of records, and verifications of grant activities. These reviews will involve a review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The reviews may include, but are not limited to:

1. Evaluating eligibility of expenditures;
2. Comparing actual grant activities to those approved by the Approval Authority and specified in the Grant Plan;
3. Ensuring that any advances have been deposited in an interest bearing account and disbursed in accordance with applicable guidelines; and
4. Confirming compliance with: Grant Assurances; information provided on performance reports and payment requests; and needs and threat assessments and strategies.

(b) SUBRECIPIENT is responsible for monitoring and auditing the grant activities of any contractor or other entity receiving Grant Funds through or from SUBRECIPIENT. This requirement includes but is not limited to mandatory on-site verification visits.

(c) If after any monitoring review, the DHS or Cal OES makes findings that require a Corrective Action Plan by SUBRECIPIENT, the City shall place a hold on all Reimbursement Requests from SUBRECIPIENT until the findings are resolved.

3.10 **Disbursement Procedures.** San Diego shall disburse Grant Funds to SUBRECIPIENT as follows:

(a) SUBRECIPIENT shall submit to the UASI Management Team, in the manner specified for notices pursuant to Article 9, a document ("Reimbursement Request") substantially in the form attached as Appendix C, attached hereto and incorporated by reference as though fully set forth herein.

The UASI Management Team shall serve as the primary contact for SUBRECIPIENT regarding any Reimbursement Request.

(b) The UASI Management Team will review all Reimbursement Requests for compliance with this Agreement and all applicable guidelines and requirements. The UASI Management Team will return to SUBRECIPIENT any Reimbursement Request that is submitted and not approved by the UASI Management Team, with a brief statement of the reason for the rejection of the Reimbursement Request.

(d) If a rejection relates only to a portion of the expenditures itemized in any Reimbursement Request, City shall have no obligation to disburse any Grant Funds for any other expenditures itemized in such Reimbursement Request unless and until SUBRECIPIENT submits a Reimbursement Request that is in all respects acceptable to the UASI Management Team.

(e) If SUBRECIPIENT is not in compliance with any provision of this Agreement, City may withhold disbursement of Grant Funds until SUBRECIPIENT has taken corrective action and currently complies with all terms and conditions of the Agreement.

3.11 **Disallowance.** SUBRECIPIENT agrees that if it claims or receives reimbursement from City for an expenditure that is later disallowed by the State of California or the federal government, SUBRECIPIENT shall promptly refund the disallowed amount to City upon City's written request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to SUBRECIPIENT hereunder or under any other Agreement with SUBRECIPIENT. Any such offset with respect to a portion of the disallowed amount shall not release SUBRECIPIENT from SUBRECIPIENT's obligation hereunder to refund the remainder of the disallowed amount.

3.12 **Sustainability.** Grant Funded programs that contain continuing personnel and operating expenses, over and above planning and implementation costs, must be sustained once the Grant Funding ends. If Equipment is purchased with grant funds the equipment must be sustained through the useful life of equipment. By executing this Agreement, SUBRECIPIENT acknowledges its responsibility and agrees to sustain continuing programs beyond the Grant Funding period. SUBRECIPIENT acknowledges and agrees that this sustainability requirement is a material term of the Agreement.

3.13 **EHP Requirements.**

(a) Grant Funded projects must comply with the federal Environmental and Historic Preservation ("EHP") program. SUBRECIPIENT shall not initiate any project with the potential to impact environmental or historic properties or resources until Cal OES and FEMA have completed EHP reviews and approved the project. Examples of projects that may impact EHP resources include: communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. SUBRECIPIENT shall notify the UASI Management Team of any project that may require an EHP review. SUBRECIPIENT agrees to provide detailed project information to FEMA, Cal OES and/or the UASI Management Team, to cooperate fully in the review, and to prepare any documents requested for the review. SUBRECIPIENT shall comply with all conditions placed on the project as the result of the EHP review, and implement any treatment or mitigation measures deemed necessary to address potential adverse impacts. With prior approval of the UASI Management Team, SUBRECIPIENT may use Grant Funds toward the costs of preparing documents and/or implementing treatment or mitigation measures. Any change to the approved project scope of work will require re-evaluation for compliance with EHP requirements. If ground disturbing activities occur during project implementation, SUBRECIPIENT shall notify the UASI Management Team and ensure monitoring of ground disturbance. If any potential archeological resources are discovered, SUBRECIPIENT shall immediately cease construction in that area and notify the UASI Management Team, which will notify the appropriate State Historic Preservation Office. If

SUBRECIPIENT is using Grant Funds for a communication tower project, SUBRECIPIENT shall complete its Federal Communication Commission (“FCC”) EHP process before preparing its Cal OES/FEMA EHP materials, and shall include the FCC EHP materials in the Cal OES/FEMA submission.

(b) Any construction or other project that SUBRECIPIENT initiates without the necessary EHP review and approval will not be eligible for reimbursement. Failure of SUBRECIPIENT to meet federal, State, and local EHP requirements, obtain applicable permits, or comply with any conditions that may be placed on the project as the result of FEMA’s and/or Cal OES's EHP review will result in the denial of Reimbursement Requests.

3.14 **National Energy Conservation Policy and Energy Policy Acts.** SUBRECIPIENT shall comply with the following requirements:

(a) Grant Funds may not be used in contravention of the Federal buildings performance and reporting requirements of Executive Order 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 USC §8251 et seq.), or Subtitle A of Title I of the Energy Policy Act of 2005; and

(b) Grant Funds may not be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC §13212).

3.15 **Royalty-Free License.** SUBRECIPIENT understands and agrees that FEMA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for federal government purposes: (a) the copyright in any work developed using Grant Funds; and (b) any rights of copyright that SUBRECIPIENT purchases or acquires using Grant Funds. SUBRECIPIENT shall consult with the UASI Management Team and FEMA regarding the allocation of any patent rights that arise from, or are purchased with, Grant Funds.

3.16 **Publication Statements.** SUBRECIPIENT shall ensure that all publications created or developed under this Agreement prominently contain the following statement: “This document was prepared under a grant from the Federal Emergency Management Agencies Grant Programs Directorate (FEMA/GPD) within the US Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or the US Department of Homeland Security.”

3.17 **Performance Period.** SUBRECIPIENT shall ensure that hard copies of all reimbursement requests and supporting documentation will be submitted to the UASI Management Team postmarked no later than the Reimbursement Claim Due Date identified in the Subrecipient Award Letter (Attachment A). Extension requests may be granted based on extenuating circumstances beyond the control of the subrecipient and must be made via the Performance Period Extension Request Form (Appendix D). Requests must contain specific and compelling justifications as to why an extension is required and must be submitted 30 days prior to the current deadline.

ARTICLE 4 REPORTING REQUIREMENTS; AUDITS

4.1 **Regular Reports.** SUBRECIPIENT shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the UASI Management Team, in form and substance satisfactory to the UASI Management Team. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

4.2 **Notification of Defaults or Changes in Circumstances.** SUBRECIPIENT shall notify the UASI Management Team and City immediately of (a) any Event of Default or event that, with the

passage of time, would constitute an Event of Default; (b) any change of circumstances that would cause any of the representations or warranties contained in Article 5 to be false or misleading at any time during the term of this Agreement; and (c) any change of circumstances or events that would cause SUBRECIPIENT to be out of compliance with the Grant Assurances in Appendix B.

4.3 **Books and Records.** SUBRECIPIENT shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds. Without limiting the scope of the foregoing, SUBRECIPIENT shall establish and maintain accurate financial books and accounting records relating to Authorized Expenditures and to Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. SUBRECIPIENT shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than three (3) years after expiration of this Agreement or until any final audit by Cal OES has been fully completed, whichever is later.

4.4 **Inspection and Audit.** SUBRECIPIENT shall make available to the UASI Management Team, and to UASI Management Team and City employees and authorized representatives, during regular business hours, all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by SUBRECIPIENT under Section 4.3, and allow access and the right to examine those items. SUBRECIPIENT shall permit the UASI Management Team and City, and UASI Management Team and City employees and authorized representatives, to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of the UASI Management Team and City pursuant to this Section shall remain in effect so long as SUBRECIPIENT has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 4. The DHS, the Comptroller General of the United States or designee, and Cal OES shall have the same inspection and audit rights as the City and UASI Management Team. SUBRECIPIENT shall cooperate with any federal or state audit.

4.5 **Audit Report.** If the amount specified in Section 3.2 of this agreement is \$750,000 or more, SUBRECIPIENT shall submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's *Government Auditing Standards*, and 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. SUBRECIPIENT shall submit its audit report to the UASI Management Team no later than six months after the end of SUBRECIPIENT's fiscal year.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

SUBRECIPIENT represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

5.1 **No Misstatements.** No document furnished or to be furnished by SUBRECIPIENT to the UASI Management Team in connection with this Agreement, any Reimbursement Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

5.2 **Eligibility to Receive Federal Funds.** By executing this Agreement, SUBRECIPIENT certifies that it is eligible to receive federal funds, and specifically certifies as follows:

(a) SUBRECIPIENT is not suspended, debarred or otherwise excluded from participation in federal assistance programs, as required by Executive Order 12549 and 12689, “Debarment and Suspension” and implemented at 2 CFR Part 3000.

(b) SUBRECIPIENT complies with 31 U.S.C. §1352, *Limitation on use of appropriated funds to influence federal contracting and financial transactions*, as implemented at 44 CFR Part 18 and 6 CFR Part 9.

(c) SUBRECIPIENT complies with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §701 et seq., as implemented in 2 CFR Part 3001, and will continue to provide a drug-free workplace as required under that Act and implementing regulations.

(d) SUBRECIPIENT is not delinquent in the repayment of any federal debt. See OMB Circular A-129.

SUBRECIPIENT acknowledges that these certifications of eligibility to receive federal funds are material terms of the Agreement.

5.3 **NIMS Compliance.** To be eligible to receive Grant Funds, SUBRECIPIENT must meet National Incident Management System ("NIMS") compliance requirements. By executing this Agreement, SUBRECIPIENT certifies that it is in full NIMS compliance. SUBRECIPIENT acknowledges that this certification is a material term of the Agreement.

ARTICLE 6 INDEMNIFICATION AND GENERAL LIABILITY

6.1 **Indemnification.** SUBRECIPIENT shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by SUBRECIPIENT’s performance of this Agreement, including, but not limited to, the following: (a) a material breach of this Agreement by SUBRECIPIENT; (b) a material breach of any representation or warranty of SUBRECIPIENT contained in this Agreement; (c) any personal injury or death caused, directly or indirectly, by any act or omission of SUBRECIPIENT or its employees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of SUBRECIPIENT or its employees or agents; (e) the use, misuse or failure of any equipment or facility used by SUBRECIPIENT, or by any of its employees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to SUBRECIPIENT by an Indemnified Party; (f) any tax, fee, assessment or other charge for which SUBRECIPIENT is responsible under Section 10.4; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished by SUBRECIPIENT or its employees or agents to such Indemnified Party in connection with this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and San Diego’s costs of investigating any claims against San Diego.

6.2 **Duty to Defend; Notice of Loss.** SUBRECIPIENT acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 6.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 6.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to SUBRECIPIENT by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give SUBRECIPIENT prompt notice of any Loss under Section 6.1 and SUBRECIPIENT shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of SUBRECIPIENT if representation of such

Indemnified Party by the counsel retained by SUBRECIPIENT would be inappropriate due to conflicts of interest between such Indemnified Party and SUBRECIPIENT. An Indemnified Party's failure to notify SUBRECIPIENT promptly of any Loss shall not relieve SUBRECIPIENT of any liability to such Indemnified Party pursuant to Section 6.1, unless such failure materially impairs SUBRECIPIENT's ability to defend such Loss. SUBRECIPIENT shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if SUBRECIPIENT contends that such Indemnified Party shares in liability with respect thereto.

6.3 **Incidental and Consequential Damages.** Losses covered under this Article 6 shall include any and all incidental and consequential damages resulting in whole or in part from SUBRECIPIENT's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

6.4 **LIMITATION ON LIABILITY OF SAN DIEGO.** CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 7 EVENTS OF DEFAULT AND REMEDIES; TERMINATION FOR CONVENIENCE

7.1 **Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement.** Any statement, representation, certification or warranty contained in this Agreement, in any Reimbursement Request, or in any other document submitted to the UASI Management Team or to City under this Agreement is found by the UASI Management Team or by City to be false or misleading.

(b) **Failure to Perform Other Covenants.** SUBRECIPIENT fails to perform or breaches any provision or covenant of this Agreement to be performed or observed by SUBRECIPIENT as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(c) **Failure to Comply with Applicable Laws.** SUBRECIPIENT fails to perform or breaches any of the terms or provisions of Article 12.

(d) **Voluntary Insolvency.** SUBRECIPIENT(i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of SUBRECIPIENT or of any substantial part of SUBRECIPIENT's property or (v) takes action for the purpose of any of the foregoing.

(e) **Involuntary Insolvency.** Without consent by SUBRECIPIENT, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian,

receiver, trustee or other officer with similar powers with respect to SUBRECIPIENT or with respect to any substantial part of SUBRECIPIENT's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of SUBRECIPIENT.

7.2 **Remedies upon Event of Default.** Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to SUBRECIPIENT and, on the date specified in such notice, this Agreement shall terminate and all rights of SUBRECIPIENT hereunder shall be extinguished. In the event of such termination, City will pay SUBRECIPIENT for Authorized Expenditures in any Reimbursement Request that was submitted and approved by the UASI Management Team and by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether SUBRECIPIENT has previously submitted a Reimbursement Request or whether the UASI Management Team and/or City has approved the disbursement of the Grant Funds requested in any Reimbursement Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to SUBRECIPIENT after cure of applicable Events of Default shall be disbursed without interest.

(c) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by SUBRECIPIENT in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

7.3 **Termination for Convenience.**

(a) City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving SUBRECIPIENT written notice of termination. The notice shall specify the date on which termination shall become effective.

(b) Upon receipt of the notice, SUBRECIPIENT shall commence and perform, with diligence, all actions necessary on the part of SUBRECIPIENT to effect the termination of this Agreement on the date specified by City and to minimize the liability of SUBRECIPIENT and City to third parties as a result of termination. All such actions shall be subject to the prior approval of the UASI Management Team.

(c) Within 30 days after the specified termination date, SUBRECIPIENT shall submit to the UASI Management Team an invoice for all Authorized Expenses incurred through the termination date. For Authorized Expenses incurred after receipt of the notice of termination, City will only reimburse SUBRECIPIENT if the Authorized Expenses received prior approval from the UASI Management Team as specified in subparagraph (b).

(d) In no event shall City be liable for costs incurred by SUBRECIPIENT or any of its contractors after the termination date specified by City.

(e) City's payment obligation under this Section shall survive termination of this Agreement.

7.4 **Remedies Nonexclusive.** Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 8 ASSIGNMENTS

8.1 **No Assignment by SUBRECIPIENT.** SUBRECIPIENT shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of SUBRECIPIENT hereunder without the prior written consent of the UASI Management Team. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of SUBRECIPIENT involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of SUBRECIPIENT or a sale or transfer of substantially all of the assets of SUBRECIPIENT shall be deemed an assignment for purposes of this Agreement.

8.2 **Agreement Made in Violation of this Article.** Any agreement made in violation of Section 8.1 shall confer no rights on any person or entity and shall automatically be null and void.

8.3 **SUBRECIPIENT Retains Responsibility.** SUBRECIPIENT shall in all events remain liable for the performance by any contractor, or assignee of all of the covenants, terms and conditions in this Agreement.

ARTICLE 9 NOTICES AND OTHER COMMUNICATIONS

9.1 **Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below):

If to City of San Diego Office of Emergency Services UASI Management Team:

San Diego Office of Emergency Services
9601 Ridgehaven Court, MS 1101C
San Diego, CA 92123
Attn: Megan Beall, Program Manager
Facsimile No.: (619) 533-6786

If to SUBRECIPIENT:

OFFICE
ADDRESS
CITY, STATE, ZIP
ATTN
FACSIMILE

9.2 **Effective Date.** All communications sent in accordance with Section 9.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt,

completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

9.3 **Change of Address.** From time to time any party hereto may designate a new address or recipient for notice for purposes of this Article 9 by written notice to the other party and the UASI Management Team.

ARTICLE 10 MISCELLANEOUS

10.1 **No Waiver.** No waiver by San Diego of any default or breach of this Agreement shall be implied from any failure by the UASI Management Team or San Diego to take action on account of such default if such default persists or is repeated. No express waiver by San Diego shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by San Diego of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the UASI Management Team of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

10.2 **Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement; provided, however, that the Program Manager or designee may establish alternate procedures for modification of the Grant Plan.

10.3 **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Diego.

10.4 **SUBRECIPIENT to Pay All Taxes.** SUBRECIPIENT shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

10.5 **Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

10.6 **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. The following Appendices are attached to and a part of this Agreement:

- Appendix A, SUBRECIPIENT Award Letter
- Appendix B, Grant Assurances
- Appendix C, Form of Reimbursement Request
- Appendix D, Performance Period Extension Request

10.7 **Certified Resolution of Signatory Authority.** Upon request of San Diego, SUBRECIPIENT shall deliver to San Diego a copy of the corporate resolution(s) authorizing the execution, delivery and

performance of this Agreement, certified as true, accurate and complete by the appropriate authorized representative of SUBRECIPIENT.

10.8 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

10.9 **Successors; No Third-Party Beneficiaries.** Subject to the terms of Article 8, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 6, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

10.10 **Survival of Terms.** The obligations of SUBRECIPIENT and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Sections 4.3 and 4.4, Article 6, this Article 10, and the Grant Assurances of Appendix B.

10.11 **Further Assurances.** From and after the date of this Agreement, SUBRECIPIENT agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

10.12 **Disclosure of Subawards and Executive Compensation.** Pursuant to the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282) as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), full disclosure to the public of entities or organizations receiving federal funds is now required. As defined by the Office of Management and Budget (OMB), all new Federal awards of \$25,000 or more as of October 1, 2010, are subject to FFATA reporting requirements. The Transparency Act definition of "Federal awards" includes not only prime awards for grantees, cooperators, and contractors, but also awards to sub-recipients. If applicable, SUBRECIPIENT must provide the following information on SUBRECIPIENT letterhead within 30 days of receipt of this Agreement.

1. The Total compensation and names of the top five executives if:
 - a) 80% or more of annual gross revenues are from Federal awards (contracts, sub-contracts and Federal financial assistance), and \$25,000,000 or more in annual gross revenues from Federal awards; and,
 - b) Compensation information is not already available through reporting to the Securities and Exchange Commission.

10.13 **Cooperation with UASI Programs and Activities.**

(a) Subject to reasonable terms and conditions, SUBRECIPIENT agrees to participate in UASI-sponsored exercises, and to make available equipment acquired with Grant Funds for use as part of such exercises.

(b) To the extent permitted by law, SUBRECIPIENT agrees to share with the Approval Authority informational work products (such as plans, reports, data, etc.) created or acquired using Grant Funds.

(c) To appropriately recognize the regional collaborative nature of grant funded planning projects, all groups, individuals and jurisdictions who contributed to and/or participated in the planning process shall be properly and clearly acknowledged in the final deliverable.

ARTICLE 11 INSURANCE

11.1 **Types and Amounts of Coverage.** Without limiting SUBRECIPIENT's liability pursuant to Article 6 of this Agreement, SUBRECIPIENT shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

11.2 **Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Diego, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3 **Additional Requirements Regarding Workers' Compensation.** Regarding Workers' Compensation, SUBRECIPIENT hereby agrees to waive subrogation which any insurer of SUBRECIPIENT may acquire from SUBRECIPIENT by virtue of the payment of any loss. SUBRECIPIENT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the SUBRECIPIENT, its employees, agents and subcontractors.

11.4 **Additional Requirements for All Policies.** All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in Article 9, Notices and Other Communications.

11.5 **Required Post-Expiration Coverage.** Should any of the required insurance be provided under a claims-made form, SUBRECIPIENT shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the

effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

11.6 **General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

11.7 **Lapse in Insurance.** Should any required insurance lapse during the term of this Agreement, requests for reimbursement originating after such lapse may not be processed, in the City's sole discretion, until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

11.8 **Evidence of Insurance.** Before commencing any operations or expending any Grant Funds under this Agreement, SUBRECIPIENT shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

11.9 **Effect of Approval.** Approval of the insurance by City shall not relieve or decrease the liability of SUBRECIPIENT hereunder.

11.10 **Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor will be used to complete any portion of this Agreement, SUBRECIPIENT shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Diego, its officers, agents and employees and the SUBRECIPIENT as additional insureds.

11.11 **Authority to Self-Insure.** Nothing in this Agreement shall preclude SUBRECIPIENT from self-insuring all or part of the insurance requirement in this Article. However, SUBRECIPIENT shall provide proof of self-insurance, in a form acceptable to San Diego, in the amounts of each line of self-insurance.

ARTICLE 12 COMPLIANCE

12.1 **Nondiscrimination.** In the performance of this Agreement, SUBRECIPIENT agrees not to discriminate against any employee, San Diego employee working with SUBRECIPIENT, applicant for employment with SUBRECIPIENT, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

12.2 **Conflict of Interest.** Through its execution of this Agreement, SUBRECIPIENT acknowledges that it is familiar with the provisions of Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify City if it becomes aware of any such fact during the term of this Agreement. SUBRECIPIENT agrees that it will promptly notify City in

writing of all violations of State or Federal criminal law involving fraud, bribery, or gratuities affecting or involving the use of Grant Funds.

12.3 **Compliance with ADA.** SUBRECIPIENT acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. SUBRECIPIENT shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

12.4 **Compliance with Assembly Bill 481** Assembly Bill 481 (AB-481), codified in California Government Code sections 7070 – 7075, requires law enforcement agencies to obtain approval of the applicable governing body (Mayor, City Council, Board of Supervisors, etc.) by adoption of a military equipment use policy, prior to acquiring, seeking funding for, continuing to use, or collaborating with another law enforcement agency in the use of military equipment, as defined. AB-481 also requires publication of a military equipment use procedure and the annual military equipment report on the Agency's website.

By accepting grant funds, SUBRECIPIENT acknowledges and certifies compliance with AB-481.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY OF SAN DIEGO:

SUBRECIPIENT:

By:

By:

MEGAN BEALL
PROGRAM MANAGER
OFFICE OF EMERGENCY SERVICES

SUBRECIPIENT

Federal Tax ID #:

Approved as to Form:

Mara W. Elliott
City Attorney

By: _____
Deputy City Attorney

Appendix A — SUBRECIPIENT Award Letter



April 11, 2023

Ron Morrison
Mayor, City of National City
1243 National City Blvd
National City, CA 91950

SUBJECT: NOTIFICATION OF SUBRECIPIENT AWARD APPROVAL
FY 2022 Homeland Security Grant Program
Grant# 2022-0043 Cal OES ID# 073-66000
Subrecipient Performance Period: September 1, 2022 to December 15, 2024

Subrecipient:

The San Diego Office of Emergency Services (SD OES) has approved your FY22 Urban Area Security Initiative (UASI) award.

Activities:	Amount:	Reimbursement Claim Due Date:
All Projects	\$29,085	
Project 010 Goal 1 Training ¹	\$988	December 15, 2024
Project 013 ARJIS - Live 911	\$8,285	December 15, 2024
Project 022 Goal 3 Training ¹	\$20,800	December 15, 2024

¹ Training funds are limited to approved courses (see Attachment A).

During the application process, the Regional Technology Partnership (RTP) vetted and the Urban Area Working Group (UAWG) approved your project(s). Throughout the grant cycle, SD OES will use performance milestones set in the Homeland Security Grant Program (HSGP) application as indicators of performance and this information may be used in assessing future competitive grant applications. All activities funded with this award must be completed within the subrecipient performance period.

You are required to comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements. Additionally, Aviation/Watercraft requests, projects requiring EHP review, federal schedule and sole source procurement requests, regardless of dollar amount, require prior approval from SD OES and the California Governor’s Office of Emergency Services (Cal OES). Subrecipients must obtain written approval for these activities prior to incurring any costs, in order to be reimbursed for any related costs under this grant. Subrecipients are required to obtain a performance bond for any equipment item over \$250,000 or any vehicle, aircraft, or watercraft that has been paid with HSGP funds prior to receiving the final product(s). Performance bonds must be submitted to your UASI Program Representative no later than the time of reimbursement. Additionally, Cal OES prior approval is required for all HSGP-funded noncompetitive procurements of training, regardless of the dollar amount, per GMM

April 11, 2023

Page 2

2017-01-A.

Following acceptance of this award, you must sign and return the SD OES Memorandum of Understanding (MOU) as well as the Cal OES standard assurances. Once your completed MOU and standard assurances are signed and received by our office, you may request reimbursement of eligible grant expenditures.

Your agency must coordinate with SD OES to prepare and submit quarterly projections and milestone reporting via email so that SD OES can comply with the semi-annual BSIR reporting for the duration of the grant period or until you complete all activities and the grant is formally closed. Failure to submit required reports could result in grant reduction, suspension, or termination.

This grant is subject to all provisions of 2 CFR Part 200. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to SD OES within 30 days upon receipt of an invoice from SD OES.

Your dated signature is required on this letter. Please sign and return the original to your UASI Program Representative at 9601 Ridgehaven Court, San Diego CA 92123 within 20 days of receipt and keep a copy for your files.

For further assistance, please feel free to contact your SD OES UASI Program Representative at (619) 533-6758.

Sincerely,



Megan Beall
Program Manager
City of San Diego Office of Emergency Services



Ron Morrison
Mayor, City of National City

4-25-2023

Date



FY2022 HSGP Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;



FY2022 HSGP Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

- (d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) Official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.



FY2022 HSGP Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non- discrimination, including:



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- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;



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- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940, 12945, 12945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;



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- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.



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8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant’s employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating \$30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.



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14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;



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- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.



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20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.

24. Copyright

The Applicant must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.



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25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal

statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude the Applicant from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B- 138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.



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30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub.

L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.



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35. USA Patriot Act of 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

37. Performance Goals

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the “Build America, Buy America” Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:



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- (a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The “Buy America” preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

On July 1, 2022, OMB approved FEMA’s General Applicability Public Interest Waiver of the BABAA requirements to be effective for a period of six months, through January 1, 2023. Applicants will not be required to follow the BABAA requirements for FEMA awards made, and any other funding FEMA obligates, during this waiver period. For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Applicants will be required to follow the BABAA requirements unless another waiver is requested and approved.



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IMPORTANT

The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients.

Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the Department of Homeland Security Standard Terms and Conditions 2022, Version 3, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA (1) AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SAN DIEGO OFFICE OF HOMELAND SECURITY AND THE CITY OF NATIONAL CITY AND (2) AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION AND CORRESPONDING REVENUE BUDGET IN THE AMOUNT OF \$30,073 FROM THE FISCAL YEAR 2022 URBAN AREA SECURITY INITIATIVE (“UASI”) GRANT FUNDS FOR THE REIMBURSABLE GRANT PURCHASE OF TRAINING, EXERCISES AND CONFERENCES FOR THE NATIONAL CITY POLICE AND FIRE DEPARTMENTS

WHEREAS, the United States Department of Homeland Security (“DHS”) designated the City of San Diego as an eligible high-risk urban area through an analysis of the relative risk of terrorism; and

WHEREAS, the San Diego Urban Area (“SDUA”) was established for the purpose of the application for an allocation and distribution of Federal Urban Areas Security Initiative (“UASI”) program grant funds; and

WHEREAS, the San Diego County Unified Disaster Council established a collaborative subcommittee called the Urban Area Working Group (“UAWG”); and

WHEREAS, the UAWG was established as the “Approval Authority” for the SDUA and was also established to (1) provide overall governance of the Homeland Security grant program across the SDUA; (2) coordinate development and implementation of all UASI program initiatives; and (3) to ensure compliance with all UASI program requirements; and

WHEREAS, the Distribution of Fiscal Year 2022 UASI Grant Funds Agreement ensures the roles, responsibilities, and expectations at the local, state, and federal levels, and ensures that the City of National City, as a grant program participant, agrees to meet state and federal requirements; and

WHEREAS, pursuant to grant allocation decisions by the UAWG, the UASI Management Team asked the City of San Diego to distribute a portion of the regional UASI grant funds to sub-recipients, such as the City of National City; and

WHEREAS, the National City Fire and Police Department will receive a total appropriation and corresponding revenue budget in the amount of \$30,073 from the FY 2022 UASI grant fund; and

WHEREAS, the City of National City Fire and Police Department will use the appropriation for the following: the California Emergency Services Association Conference, Rope Rescue Technician Training for the Fire Department, MACTAC Breacher/Forced Entry Tactical Training and ARJIS Live 911 Server/Installation Fee for the Police Department.

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

Section 1: Authorizes the Mayor to execute the Agreement between the City of San Diego Office of Emergency Services and the City of National City for the distribution of FY 2022 UASI Grant Funds attached to the Agenda Report as Exhibit 1.

Section 2: Authorizes the establishment of an appropriation and corresponding revenue budget in the amount of \$30,073 from the FY 2022 Urban Area Security Initiative (UASI) grant funds for the reimbursable grant purchase of equipment and training for the National City Police and Fire Departments.

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

PASSED and ADOPTED this 6th day of June, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC
City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Administrative Services - Human Resources
Prepared by: Molly Brennan, Administrative Services Director
Meeting Date: Tuesday, June 6, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Agreement between the City of National City and Adminsure, Inc. to provide third party workers' compensation claims administration services.

RECOMMENDATION:

Adopt a Resolution entitled, "Resolution of the City Council of the City of National City, California, authorizing the Mayor to execute the agreement by and between the City of National City and Adminsure, Inc."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The City has contracted with Adminsure since August 2016 to provide Workers' Compensation Third Party administration (TPA) and claims review. Prior to 2016, the City received these services through the San Diego Pooled Insurance Program Authority (SANDPIPA), a group that dissolved in 2016. With the dissolution of SANDPIPA, the City joined CSAC-EIA, now PRISM, for general liability and workers' compensation excess insurance coverage. Adminsure is the workers' compensation third party administrator that PRISM recommends for their member cities.

The current contract with Adminsure expires on July 31, 2023 and staff recommends approval of a new contract for an initial period of three years and authorizing the City Manager to extend the terms of the agreement in one-year increments for an additional two years.

Workers' Compensation administration and claims review is a detailed and heavily regulated process, with considerable consequences for small errors. If the City misses legally binding deadlines for workers' compensation noticing or action, the City would be responsible hefty fines and automatic acceptance of claims that may have otherwise been denied. Once a claim moves to an accepted status, the City is then responsible for paying all medical treatment costs, all wages while the employee seeks treatment, up to a year of tax-free salary for public safety employees unable to work due to the injury/illness (4850 time), all medical evaluation costs, and any future settlements for permanent and stationary disability ratings, up to a workers' compensation life pension. On the other hand, if claims related to a statutory presumption are found later to have been "unreasonably" rejected, the City will be charged up to \$50,000 in penalties by the state. Workers' compensation claims administration is a highly specialized area and is not a skill set a generalist has or would be able to accomplish. The scope of services Adminsure provides and will continue to provide is detailed over twelve pages in the exhibit to the Agreement (Exhibit A).

It is for the reasons stated above that the City's excess insurance carrier strongly recommends partnering with Adminsure for workers' compensation claims administration. In addition, the

carrier does their own audits of the third party administrator to confirm they are in compliance with all the regulatory requirements. If the audit results are poor, the City could risk losing excess insurance coverage moving forward. Adminsure's audit results have been outstanding.

Since 2016, Adminsure's performance has been excellent and continuing to improve. They have met all the noticing and action deadlines to ensure the City is in full compliance with all applicable laws and not at risk of accruing penalty fines. Over the last year and a half they have worked closely with Human Resources staff to improve the communication between HR and our adjustors, as well as improve the communication with employees who have filed a workers' compensation claim. Their efforts, in combination with the efforts of HR staff, have significantly reduced the frequency of claims becoming litigated, which significantly reduces costs for the City (fewer medical evaluations, attorney's fees, subpoena fees, and staff time).

Regardless of the number of workers' compensation claims, the City will pay Adminsure the same amount as listed below during the term of the contract. Each year has a 3% CPI escalator built in. For year 1, the cost is 3% higher than our current contract price.

Year 1: \$103,243

Year 2: \$106,340

Year 3: \$109,531

Optional Year 4: \$112,817

Optional Year 5: \$116,202

Exhibit B to the agreement (Exhibit A to the staff report), lists additional fees that may be charged if the City asks for those specific services. Currently we do not have a Medical Provider Network, so those fees would not apply. Medical bill review is occasionally requested if the City or our Workers' Compensation attorney is suspicious about the validity of a specific treatment or large bill.

FINANCIAL STATEMENT:

Costs for this service are budgeted from the City's Risk Management Fund. The first year of the new contract will be an increase of \$3,019 over the current annual rate. The FY24 preliminary budget includes enough appropriations to cover the additional \$3,019 with no adjustment needed (627-407-081-433).

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Health, Environment, and Sustainability

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Agreement

Exhibit B - Resolution

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
ADMINSURE, INC.**

THIS AGREEMENT is entered into on this 1st day of August 2023, by and between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and ADMINSURE, INC., a California corporation (the “CONTRACTOR”).

R E C I T A L S

WHEREAS, the CITY desires to employ a CONTRACTOR to provide comprehensive Workers’ Compensation claims administration services in a manner consistent with the claims administration standards and reporting and reimbursement procedures of the CITY’S excess Workers’ Compensation carrier.

WHEREAS, the CITY has determined that the CONTRACTOR is a Third Party Administrator of Workers’ Compensation Programs and is qualified by experience and ability to perform the services desired by the CITY, and the CONTRACTOR is willing to perform such services.

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

1. **ENGAGEMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR to perform Third Party Workers’ Compensation claims administration, and the CONTRACTOR agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

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

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on August 1, 2023. The duration of this Agreement is for the period of August 1, 2023 through July 31, 2026. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to two one-year extensions. Any extension of this Agreement must be approved in writing by the City Manager.

3. **SCOPE OF SERVICES.** The CONTRACTOR will perform Third Party Workers’ Compensation Claims Administration services as set forth in the attached Exhibit “A.”

The CONTRACTOR shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONTRACTOR shall appear at meetings as mutually agreed to keep staff advised of the progress on the project.

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

4. **PROJECT COORDINATION AND SUPERVISION.** The Administrative Services Director, hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. Alithia Vargas-Flores thereby is designated as the Project Director for the CONTRACTOR. If Ms. Vargas-Flores becomes unable to act as Project Director during the effective dates of this Agreement, CONTRACTOR shall assign another Project Director and notify the CITY of same within five (5) business days of this event.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$120,000 annually. The compensation for the CONTRACTOR'S work shall not exceed the rates set forth in Exhibit "B." Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A," as determined by the CITY.

The 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 the CITY, and for furnishing of copies to the CITY, if requested.

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

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

Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the CITY, and CONTRACTOR thereby expressly waives and disclaims any copyright

in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

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

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

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

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

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

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

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

12. **STANDARD OF CARE.**

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

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

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

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

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONTRACTOR certain confidential information to enable the CONTRACTOR to effectively perform the services to be provided herein. The CONTRACTOR

shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONTRACTOR shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONTRACTOR without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONTRACTOR by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

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

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

15. **INDEMNIFICATION AND HOLD HARMLESS.** To the maximum extent provided by law, the 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.

16. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

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

CONTRACTOR'S employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue

to a CITY employee. CONTRACTOR's employees hereby waive any claims to benefits or compensation described in this Section 16. This Section 16 applies to CONTRACTOR notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

16.2 Limitation of CITY Liability. The payment made to CONTRACTOR under this Agreement shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONTRACTOR nor CONTRACTOR's officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.

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

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

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

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

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

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall

name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this “project” or “location”. The “project” or “location” should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers’ Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of 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 CONTRACTOR has no employees subject to the California Workers’ Compensation and Labor laws, CONTRACTOR shall execute a Declaration to that effect. Said Declaration shall be provided to CONTRACTOR by CITY.

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

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

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

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

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

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

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

K. If the 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.

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

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

20. **TERMINATION.**

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

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

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

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

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

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally

delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Administrative Services Director
 Human Resources Department
 City of National City
 1243 National City Boulevard
 National City, CA 91950-4397

To CONSULTANT:
 Alithia Vargas-Flores
 President
 AdminSure, Inc.
 3380 Shelby Street
 Ontario, CA 91764-5566

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

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

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

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

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

24. **ADMINISTRATIVE PROVISIONS.**

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

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

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

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

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

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

G. *Assignment & Assumption of Rights.* 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.

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

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

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

CITY OF NATIONAL CITY

ADMINSURE, INC.

By: _____
Ron Morrison, Mayor

By: Alithia Vargas-Flores
Alithia Vargas-Flores

Alithia Vargas-Flores
(Print)

APPROVED AS TO FORM:

By: _____
Barry J. Schultz,
City Attorney

President
By: Ashley Sells
Ashley Sells

Ashley Sells
(Print)

Corporate Secretary



Adopted: December 6, 1985
Last Amended: July 1, 2019

SCOPE OF SERVICES
WORKERS' COMPENSATION
CLAIMS ADMINISTRATION STANDARDS

The following Standards have been adopted by Public Risk Innovation, Solutions, and Management (hereinafter PRISM) in accordance with Article 18(b) of the PRISM Joint Powers Agreement. It is the intent of these Standards to ensure compliance with all applicable Labor Code and California Code of Regulations Sections. In the event that there exists a conflict between the Standards, the Labor Code or the Code of Regulations, the most stringent requirement shall apply.

I. CLAIMS HANDLING - ADMINISTRATIVE

A. Case Load

1. Each claims examiner assigned to the Member should handle a targeted caseload of 150 but not to exceed 165 claims. In situations where caseloads include future medical and medical only claims, these claims shall be counted as 2:1 in the caseload limit.
2. Supervisory personnel should not handle a caseload, although they may handle specific issues or a small number of conflict claims.

B. Case Review and Documentation

1. Documentation shall reflect any significant developments in the file and include a plan of action. Plan of action statements shall be updated at the time of examiner diary review.
2. The examiner shall review indemnity and medical-only files at intervals not to exceed 45 calendar days. Future medical files shall be reviewed at intervals not to exceed 90 calendar days.
3. The supervisor shall review all new claims within 60 calendar days of initial set up and subsequently monitor activity on indemnity files at intervals not to exceed 120 calendar days. Future medical files shall be reviewed by the supervisor at intervals not to exceed 180 calendar days.

4. File contents shall comply with Code of Regulations Sections 10101, 10101.1 and 15400, and be kept in a neat and orderly fashion. If claims are maintained in a paperless system, documents shall be clearly identified (e.g., medical report, WCAB Orders, legal, etc.).
5. Medical Only Claims
 - a. If a medical-only claim is still open at 90 calendar days, it shall be transferred to an indemnity examiner.
 - b. If, at any time, it is anticipated there will be indemnity benefits paid, the claim shall be transferred to an indemnity claim type.
 - c. If the medical-only claim remains open at 180 days, the claim shall be converted to an indemnity claim type, unless there is documentation showing that medical treatment will be ending and the claimant will be discharged from care within the next 30 days, or the claimant is only seeking treatment for a blood-borne pathogen exposure protocol.

C. Communication

1. Telephone Inquiries

Return calls shall be made within 1 working day of the original telephone inquiry. All documentation shall reflect these efforts.

2. Incoming Correspondence

All correspondence received shall be clearly stamped with the date of receipt.

3. Return Correspondence

All correspondence requiring a written response shall have such response completed and transmitted within 5 working days of receipt.

4. Ongoing Claimant Contact

On cases involving unrepresented injured workers who are off work, telephone contact shall be made at a minimum of once every 30 days and within 3 working days after discharge from the hospital or outpatient facility following a surgical procedure. This is in addition to nurse case management involvement on claims where nurse case managers are assigned.

D. Fiscal Handling

1. Fiscal handling for indemnity benefits on active cases shall be balanced with appropriate file documentation on a semi-annual basis and prior to sending a benefit termination notice to verify that statutory benefits are paid appropriately. Balancing is defined as, “an accounting of the periods and amounts due in comparison with what was actually paid”.
2. In cases of multiple losses with the same person, payments shall be made on the appropriate claim file.

E. Medicare Reporting

Mandatory reporting to the Center for Medicaid Services (CMS) shall be completed directly or through a reporting agent in compliance with Section 111 of the Medicare Medicaid and SCHIP Extension Act of 2007 (“MMSEA”). Medicare eligibility shall be documented in the claim file at time of settlement evaluation.

II. CLAIM CREATION

A. Three-Point Contact

Three-point contact shall be conducted on all claims with the non-represented injured worker, employer representative and treating physician within 3 working days of receipt of the claim by the third party administrator or self-administered entity. If a nurse case manager is assigned to the claim, initial physician contact may be conducted by either the claims examiner or the nurse case manager. This initial contact should be substantive and clearly documented in the claim file. In the event a party is non-responsive, there shall be evidence of at least three documented attempts to reach the individual.

B. Compensability

1. The initial compensability determination (accept claim, deny claim or delay acceptance pending the results of additional investigation) and the reasons for such a determination shall be made and documented in the file within 14 calendar days of the filing of the claim with the employer. In the event the claim is not received by the third party administrator or self-administered entity within 14 calendar days of the filing of the claim with the employer, the third party administrator or self-administered entity shall make the initial compensability determination within 7 calendar days of receipt of the claim.

2. Delay of benefit letters shall be mailed in compliance with the Division of Workers' Compensation (DWC) guidelines. In the event the employer does not provide notice of lost time to the third party administrator or self-administered entity timely to comply with DWC guidelines, the third party administrator or self-administered entity shall mail the benefit letters within 7 calendar days of notification.
3. The final compensability determination shall be made by the claims examiner or supervisor within 90 calendar days of employer receipt of the claim form.

C. AOE/COE Investigation

If a decision is made to delay benefits on a claim, an AOE/COE investigation shall be initiated within 3 working days of the decision to delay. This may include, but is not limited to, assigning out for witness/injured worker statements, initiating the QME/AME process, requesting medical records, etc.

D. Reserves

1. Using the information available at claim file set up, an initial reserve shall be established for the most probable case value.
2. The initial reserve shall be electronically posted to the claim within 14 calendar days of receipt of the claim.

E. Indexing

All claims shall be reported to the Index Bureau at time of initial set up and re-indexed on an as needed basis thereafter. Blood borne pathogen exposure claims are an exception to this requirement.

PRISM maintains membership with the Index Bureau that members can access.

III. CLAIM HANDLING – TECHNICAL

A. Payments

1. Initial Temporary and Permanent Disability Indemnity Payment
 - a. The initial indemnity payment shall be issued to the injured worker within 14 calendar days of knowledge of the injury and disability. In the event the third party administrator or self-administered entity is not notified of the injury and disability

within 14 calendar days of the employer's knowledge, the third party administrator or self-administered entity shall make payment within 7 calendar days of notification. Initial permanent disability payments shall be issued within 14 calendar days after the date of last payment of temporary disability. Effective 1/1/2013, permanent disability payments shall be issued upon approval of an Award pursuant to Labor Code Section 4650(b)(2). Prior to a PD Award, advances may be due if the employer has not offered the employee a position paying at least 85% of their wages and compensation at time of injury or the employee is not employed in a position paying at least 100% of their wages and compensation at time of injury. This shall not apply with salary continuation.

- b. The properly completed DWC Benefit Notice shall be mailed to the employee within 14 calendar days of the first day of disability. In the event the third party administrator or self-administered entity is not notified of the first day of disability until after 14 calendar days, the DWC Benefit Notice shall be mailed within 7 calendar days of notification.
- c. Self-imposed penalty shall be paid on late payments in accordance with Section III. A.7 of this document.
- d. Overpayments shall be identified and reimbursed timely where appropriate. The third party administrator or self-administered entity shall request reimbursement of overpaid funds from the party that received the funds. If necessary, a credit shall be sought as part of any resolution of the claim.

2. Subsequent Temporary and Permanent Disability Payments

- a. Eligibility for indemnity payments subsequent to the first payment shall be verified, except for established long-term disability.
- b. Ongoing indemnity payments shall be paid in accordance with Labor Code Section 4650(c).
- c. Subsequent DWC benefit notices shall be issued in accordance with CCR 9812.
- d. Self-imposed penalty shall be paid on late payments in accordance with Section III. A.7 of this document.

3. Final Temporary and Permanent Disability Payments

- a. All final indemnity payments shall be issued timely.
 - b. The appropriate DWC benefit notices shall be issued in accordance with CCR 9812.
 - c. Self-imposed penalty shall be paid on late payments in accordance with Section III. A.7. of this document.
4. Award Payments
- a. The claim file shall reflect demonstrated efforts to initiate/batch payments on undisputed Awards, Commutations, or Compromise and Release agreements within 10 working days following receipt of the appropriate document, unless the Award indicates payment is due sooner.
 - b. For all claims in the Primary Workers' Compensation (PWC) Program and/or excess reportable claims, copies of all Awards shall be provided to PRISM at time of payment.
5. Medical Payments
- a. Medical treatment billings (physician, pharmacy, hospital, physiotherapist, etc.) shall be reviewed for correctness, approved for payment and paid within 60 days of receipt.
 - b. The medical provider shall be notified in writing within 30 days of receipt of an itemized bill if a medical bill is contested, denied or incomplete.
 - c. A bill review process should be utilized whenever possible. There should be participation in a PPO and/or MPN whenever possible.
6. Injured Worker Reimbursement Expense
- a. Reimbursements to injured workers shall be issued within 15 working days of the receipt of the claim for reimbursement.
 - b. Advance travel expense payments shall be issued to the injured worker 10 working days prior to the anticipated date of travel.
7. Penalties

- a. Penalties shall be coded so as to be identified as a penalty payment.
- b. If the Member utilizes a third party administrator, the Member shall be advised of the assessment of any penalty for delayed payment and the reason thereof, and the administrator's plans for payment of such penalty, on a monthly basis.
- c. If the Member utilizes a third party administrator, the Member, in their contract with the administrator, shall specify who is responsible for specific penalties.

B. Medical Treatment

1. Each Member shall have in place a Utilization Review process as set forth in Labor Code Section 4610.
2. Disputes regarding utilization review determinations shall be resolved using the Independent Medical Review process set forth in Labor Code Section 4610.5.
3. Nurse case managers shall be utilized where appropriate. Rationale for assignment and continued necessity shall be documented in the claim notes at each regular diary review.
4. If enrolled in a Medical Provider Network, the network shall be utilized whenever appropriate.

C. Apportionment

1. Investigation into the existence of apportionment shall be documented.
2. If potential apportionment is identified, all efforts to reduce exposure shall be pursued.

D. Disability Management

1. The third party administrator or self-administered entity shall work proactively to obtain work restrictions and/or a release to full duty on all cases. The TPA or self-administered entity shall notify a designated Member representative immediately upon receipt of temporary work restrictions or a release to full duty, and work closely with the Member to establish a return to work as soon as possible.

2. The third party administrator or self-administered entity shall notify a designated Member representative immediately upon receipt of an employee's permanent work restrictions so that the Member can determine the availability of alternative, modified or regular work.
3. If there is no response within 20 calendar days, the third party administrator or self-administered entity shall follow up with the designated Member representative.
4. Members shall have in place a process for complying with laws preventing disability discrimination, including Government Code Section 12926.1, which requires an interactive process with the injured worker when addressing a return to work particularly with permanent work restrictions.
5. Third party administrators or self-administered claims professional shall cooperate with members to the fullest extent, in providing medical and other information the member deems necessary for the member to meet its obligations under federal and state disability laws.

E. Supplemental Job Displacement Benefits

1. Supplemental Job Displacement Benefits – Dates of injury on or after 1/1/04 and before 1/1/13: Benefits pursuant to Labor Code Section 4658.5 shall be timely provided. Dates of injury on or after 1/1/13: Benefits pursuant to Labor Code 4658.7 shall be timely provided.
2. The third party administrator or self-administered entity shall secure the prompt conclusion of SJDB.

F. Reserving

1. Reserves shall be reviewed at regular diary and at time of any significant event, e.g. - surgery, P&S/MMI, return to work, etc., and adjusted accordingly. This review shall be documented in the file regardless of whether a reserve change was made. Where the SIP model does not apply, claims shall be reserved for the most probable value.
2. Indemnity reserves shall reflect actual temporary disability indemnity exposure with 4850 differential listed separately.
3. Permanent disability indemnity exposure shall include life pension reserve if appropriate.

4. Future medical claims shall be reserved in compliance with CCR 15300 (b)(4) allowing adjustment for reductions in the approved medical fee schedule, undisputed utilization review, medically documented non-recurring treatment costs and medically documented reductions in life expectancy.
5. Allocated expense reserves shall include medical cost containment, legal, investigation, copy service and other related fees.
6. A reserve worksheet shall be utilized and/or detailed rationale substantiating reserve levels shall be documented within the claim file.

G. Resolution of Claim

1. Within 10 working days of receiving medical information indicating that a claim can be finalized, the claims examiner shall begin appropriate action to finalize the claim.
2. Follow up finalization efforts shall continue and be documented at regular diary reviews until resolution is complete.
3. Settlement value shall be documented appropriately utilizing all relevant information.
4. Where settlement includes resolution of future medical for a Medicare beneficiary or an expected Medicare beneficiary, the settlement shall document the strategy to protect Medicare's secondary payer status.
5. Pursuant to CCR15400.2, claim files with awards for future benefits shall be reviewed for administrative closure two years after the last provision of benefits.

H. Settlement Authority

1. No agreement shall be authorized involving liability, or potential liability, of PRISM without the advance written consent of PRISM. The member shall be notified of any settlement request submitted to PRISM.
2. The third party administrator shall obtain the Member's authorization on all settlements or stipulations in excess of the settlement authority provided in any provision of the individual contract between the Member and the claims administrator.

3. Proof of settlement authorization(s) shall be maintained in the claim file.

IV. LITIGATED CASES

The third party administrator or self-administered entity shall establish written guidelines for the handling of litigated cases. The guidelines should, at a minimum, include the points below, which may be adopted and incorporated by reference as "the Guidelines".

1. The third party administrator or self-administered entity shall promptly initiate investigation of issues identified as material to potential litigation. The Member shall be alerted to the need for in-house investigation, or the need for a contract investigator who is acceptable to the Member. The Member shall be kept informed on the scope and results of investigations.
2. The third party administrator or self-administered entity shall, in consultation with the Member, assign defense counsel from a list approved by the Member. Initial referral and ongoing litigation management shall be timely and appropriate. The third party administrator or self-administered entity shall maintain control of the ongoing claim activities.
3. Settlement proposals directed to the Member shall be forwarded by the third party administrator, self-administered entity or defense counsel in a concise and clear written form with a reasoned recommendation. Settlement proposals shall be presented to the Member as directed so as to insure receipt in sufficient time to process the proposal.
4. Knowledgeable Member personnel shall be involved in the preparation for medical examinations and trial, when appropriate or deemed necessary by the Member so that all material evidence and witnesses are utilized to obtain a favorable result for the defense.
5. The third party administrator or self-administered entity shall comply with any reporting requirement of the Member.

V. SUBROGATION

1. In all cases where a third party (other than a Member employee or agent) is responsible for the injury to the employee, attempts to obtain information regarding the identity of the responsible party shall be made within 14 calendar days of recognition of subrogation potential.

2. Once identified, the third party shall be contacted within 14 calendar days with notification of the Member's right to subrogation and the recovery of certain claim expenses.
3. If the third party is a governmental entity, a claim shall be filed with the governing board (or State Board of Control as to State entities) within 6 months of the injury or notice of the injury. If the third party is a non-governmental entity, a complaint shall be filed in civil court within two years in order to preserve the statute of limitations.
4. Periodic contact shall be made with the responsible party and/or insurer to provide notification of the amount of the estimated recovery to which the Member shall be entitled.
5. If the injured worker brings a civil action against the party responsible for the injury, the claims administrator shall consult with the Member about the value of the subrogation claim and other considerations. Upon Member authorization, subrogation counsel shall be assigned to file a Lien or a Complaint in Intervention in the civil action.
6. Whenever practical, the claims administrator shall aggressively pursue recovery in any subrogation claim. They should attempt to maximize the recovery for benefits paid, and assert a credit against the injured worker's net recovery for future benefit payments.
7. Member (and PRISM if applicable) approval is required to waive pursuit of subrogation or agree to a settlement of a third party recovery. This approval shall be documented in the claim file. In cases of self-administered entities, a process shall be documented noting the authority levels within the member organization to waive pursuit of subrogation or agree to a settlement of a third party recovery.

VI. EXCESS COVERAGE

- A. Claims meeting the definition of reportable excess workers' compensation claims as defined by the Memorandum of Coverage Conditions Section shall be reported to PRISM within five working days of the day on which it is known the criterion is met. Utilize the Excess Workers' Compensation First Report Form available through PRISM's website.
- B. Subsequent reports shall be transmitted to PRISM on a quarterly basis on all indemnity claims and on a semi-annual basis on all future medical claims or sooner if claim activity warrants, or at such other intervals as requested by PRISM, in accordance with Underwriting and Claims Administration Standards. Utilize the Excess Workers' Compensation Status Report Form

available through PRISM's website, or a comparable form to be approved by PRISM.

- C. Reimbursement requests shall be submitted in accordance with PRISM's reporting and reimbursement procedures on a quarterly or semi-annual basis depending on claims payment activity. Utilize the Excess Workers' Compensation Claim Reporting and Reimbursement Procedures available through PRISM's website.
- D. A closing report with a copy of any settlement documents not previously sent shall be sent to PRISM.

Following is the history of amendments to this document:

Amended: March 4, 1988
Amended: October 7, 1988
Amended: October 6, 1995
Amended: October 1, 1999
Amended: June 6, 2003
Amended: March 2, 2007
Amended: July 1, 2009
Amended: July 1, 2011
Amended: March 2, 2012
Amended: October 4, 2013
Amended: July 1, 2019

**Price Proposal Attachment C Request for Proposal RFP
Summary of TPA Fees with Bill Review Services**

TPA Fees	Group Pricing			City of National City Fees	
Year 1				\$103,243	
Year 2				\$106,340	
Year 3				\$109,531	
Optional Year 4				\$112,817	
Optional Year 5				\$116,202	
Total				\$548,133	

Services Included (Y/N) If no, include fee

MMSEA Fee	Yes				
Conversion Fee	Yes				
Assumption of tail claims	Yes				
License fee for VOS	Yes				
Monthly reports	Yes				
SIP Annual Report	Yes				
1099's	Yes				
DWC-1, posters, pamphlets	Yes				
Index checking	Yes				
Attendance at hearings	Yes				
Storage of claims	Yes				
Check printing	Yes				
Banking fees	Any banking fees shall be between the City and the City's choice of Bank				
UR Stat approvals	See Utilization Review				
Filing fees	Yes				
Correspondence fees	Yes				

Medical Provider Network

Annual Maintenance Fee	At-Cost: Dependent on the City's choice of MPN Provider(s).				
Creation of MPN	Same as above				
MPN Update fees	Same as above				
Other	We do not charge any MPN fees for our services and we shall not				

Medical Bill Review

add on any fee to the City's choice of MPN provider's fee, if any.

Per bill	\$12, plus .60 cents e-bill/OCR fee when applicable.				
In Patient Medical Fee Schedule (IMFS)	No additional fee				
PPO Networks/Negotiated % - fee & Cap	Shall not exceed 25% of PPO savings (negotiated savings). There are no % fees if there are no % savings (\$10k fee cap).				
Pharmacy	No additional fee				
U&C Savings	No additional fee				
Outpatient	No additional fee				
Negotiated	No additional fee				

Medical EDI	No additional fee			
Duplicates	No additional fee			
Other	No additional fee			

***We do not provide Nurse Case Management Services. We utilize

Nurse Case Management	the City's choice of service providers and are able to make			
Early Intervention/Triage				
Other	recommendations/referrals should the City not have a			

preference ***

Utilization Review ***Please see below:***

1st Level Peer Review				
Peer to Peer				
Other				

*Flat fee, 6% of total charges capped at \$750, or flat fee of \$85/\$170 per decision/review.

*Flat Physician Review fee billed at cost, at the rate of \$200 per hour, billed in 10-minute increments.

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND ADMININSURE INC. TO PROVIDE WORKERS' COMPENSATION THIRD PARTY ADMINISTRATION AND CLAIMS REVIEW SERVICES.

WHEREAS, Adminsure Inc. has provided workers' compensation third party administration and claims review services for the City of National City since 2016; and

WHEREAS, the City uses workers' compensation third party administration and claims review services to manage all workers' compensation claims as recommended by the City's excess insurance carrier to investigate, notice, track, report and resolve all claims filed; and

WHEREAS, Adminsure Inc. has met all noticing deadlines, kept the City in full compliance with all applicable laws, and worked with City staff to reduce the number of workers' compensation claims that become litigated; and

WHEREAS, the parties wish to enter into an Agreement to provide workers' compensation third party administration and claim review services by entering into a Service Agreement for the term from August 1, 2023 to July 31, 2026 at a not-to-exceed amount of \$120,000 per fiscal year.

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

Section 1: That the City Council hereby authorizes the Mayor to execute a professional services agreement with Adminsure Inc. to provide workers' compensation third party administration and claim review services.

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

PASSED and ADOPTED this 6th day of June, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Library and Community Services
Prepared by: Joyce Ryan, Library & Community Services Director
Meeting Date: Tuesday, June 6, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Approval of the Agreement Between the City of National City and Invicta Security CA Corporation dba Allstate Security

RECOMMENDATION:

Approve the Resolution Entitled, "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 and Invicta Security CA Corporation dba Allstate Security in the amount not-to-exceed \$75,000 for the purposes of providing security guard service at the National City Public Library from July 1, 2023 to June 30, 2024."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Approved by the Board of Library Trustees at the May 3, 2023 meeting.

EXPLANATION:

On June 18, 2019, City Council approved an agreement between the City of National City and Allstate Security. The contract piggybacked on the San Diego RFP that had been issued in 2018 and subsequently awarded in May 2019 to Allstate Security. Amendments to the agreement of one year each were granted in 2020 and 2021. In 2022, staff discovered that the company had been purchased and was no longer designated by the Attorney General as a corporation in California as Allstate Security. The City Attorney at that time requested a new agreement to reflect the new business owner. Staff created an agreement with Invicta Security for the period of one year only for a not-to-exceed cost of \$40,000, anticipating that hourly needs would change in subsequent years. In August 2022, the Library expanded its hours and security guard coverage is currently only utilized for a portion of its operating hours. The new agreement at a not-to-exceed cost of \$75,000 allows for greater hourly coverage and an increased hourly rate, based on market changes. This agreement is for one year, allowing the City Manager to execute up to four one-year extensions with each extension not-to-exceed the amount of \$75,000 for each one-year term.

Costs for unarmed security guards have risen steeply within the past three years. Since 2019, the City of San Diego has contracted with Invicta Security dba Allstate to provide armed and unarmed security guard service at its libraries, including Central Library. However, the original 2019 contracted unarmed security guard hourly rate of \$19.49 was established before the market significantly changed. In January 2023, the City of San Diego approved its second hourly rate increase for security guards, increasing the City's overall budget for the service by \$4 million and increasing the hourly rate of its guard service to \$29.47 for unarmed security guards.¹ (The

¹ "Downtown San Diego Library may get more security guards, naloxone in effort to curb overdoses, suicide attempts." San Diego Union Tribune. December 15, 2022. <https://www.sandiegouniontribune.com/news/politics/story/2022-12-15/central-library-security-guards-naloxone>. Accessed March 20, 2023.

amendment approving the increase in hourly rates is attached as an exhibit for reference.) This is the rate at which we will receive services through Invicta Security for FY24. A survey of local security guard agencies reflect similar annual costs. The market rate for security services has risen due to factors such as increased homelessness in the area, inflation increases, and the need for guards who are suitably trained in naloxone administration. Staff recommend staying with the current service as they have a proven track record with the cities of National City and San Diego. In addition, this current rate provides National City Public Library with unarmed security guards who are trained in administering naloxone (otherwise known as Narcan®) to counteract opioid overdose symptoms. Many libraries in California have Naloxone on hand to utilize for these challenging situations and it is available to libraries for free from the State Department of Health Care Services.²

Libraries are the last great meeting places in the community. Patrons are welcome to enjoy the facility and can stay for hours at a time perusing materials or studying. However, libraries are not without challenges. San Diego Public Library had experienced a number of concerning issues that prompted the use of security guards. National City Public Library experiences a documented incident approximately every two weeks. The National City Police Department has been called to the facility during operating hours 21 times since July 1, 2022. These calls run the gamut from support for paramedics called to a health emergency to taking staff or citizen reports. The use of unarmed security guards typically supports staff in challenging situations that do not rise to the level of police involvement.

FINANCIAL STATEMENT:

The increased cost for security guard services will be included in the proposed fiscal year 2023-2024 annual Library budget under contract services.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Parks, Recreation and Library

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Standard Agreement - Invicta Security CA Corporation dba Allstate Security - Final
Exhibit B - City of San Diego R-314568

² “L.A. County libraries could soon supply naloxone for reversing overdoses.”
Los Angeles Times. October 18, 2022.
<https://www.latimes.com/california/story/2022-10-18/los-angeles-county-libraries-narcan-naloxone-for-overdoses#:~:text=Los%20Angeles%20County%20libraries%20could,by%20the%20Board%20of%20Supervisors>. Accessed March 21, 2023.

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
INVICTA SECURITY CA CORPORATION DBA ALLSTATE SECURITY**

THIS AGREEMENT is entered into on this 6th day of June, 2023, by and between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and INVICTA SECURITY CA CORPORATION DBA ALLSTATE SECURITY, a corporation (the “CONTRACTOR”).

R E C I T A L S

WHEREAS, the CITY desires to employ a CONTRACTOR to provide security guard services at the National City Public Library during regular business hours.

WHEREAS, the CITY has determined that the CONTRACTOR provides security guard services and is qualified by experience and ability to perform the services desired by the CITY, and the CONTRACTOR is willing to perform such services.

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

1. **ENGAGEMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR to provide security guard services at the National City Public Library during regular business hours, and the CONTRACTOR agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

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

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on July 1, 2023. The duration of this Agreement is for the period of July 1, 2023 through June 30, 2024. Completion dates or time durations for specific portions of the project are set forth in Exhibit “A”. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to three one-year extensions. Any extension of this Agreement must be approved in writing by the City Manager.

3. **SCOPE OF SERVICES.** The CONTRACTOR will perform services as set forth in the attached Exhibit “A”.]

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

The CITY may unilaterally, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the CITY and the CONTRACTOR agree to meet in good faith

and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Joyce Ryan, City Librarian, hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. Scott DeNault, Director of Operations, thereby is designated as the Project Director for the CONTRACTOR.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$75,000. The compensation for the CONTRACTOR'S work shall not exceed the rates set forth in Exhibit "A". Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

The 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 the CITY, and for furnishing of copies to the CITY, if requested.

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

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

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

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

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

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

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

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

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

11. **LICENSES, PERMITS, ETC.** The CONTRACTOR represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONTRACTOR must promptly produce a copy of any such license, permit, or approval to CITY upon request. The CONTRACTOR represents and covenants

that the CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONTRACTOR to practice its profession.

12. **STANDARD OF CARE.**

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

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

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

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

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONTRACTOR certain confidential information to enable the CONTRACTOR to effectively perform the services to be provided herein. The CONTRACTOR shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONTRACTOR shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any

part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONTRACTOR without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONTRACTOR by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

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

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

15. **INDEMNIFICATION AND HOLD HARMLESS.** To the maximum extent provided by law, The 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.

16. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

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

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

16.2 Limitation of CITY Liability. The payment made to CONTRACTOR under this Agreement shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONTRACTOR nor CONTRACTOR's officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.

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

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

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

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

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

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

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of 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 CONTRACTOR has no employees subject to the California Workers' Compensation and Labor laws, CONTRACTOR shall execute a Declaration to that effect. Said Declaration shall be provided to CONTRACTOR by CITY.

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

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

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

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

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

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

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

K. If the 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.

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

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

20. **TERMINATION.**

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

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

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

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

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

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed

by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Joyce Ryan
Library & Community Services Director
National City Public Library
City of National City
1401 National City Boulevard
National City, CA 91950-4397

To CONTRACTOR:
Scott DeNault
Director of Operations
Invicta Security CA Corporation dba Allstate Security
9845 Erma Road, Suite 300
San Diego, CA 92131

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

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

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

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

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

24. **ADMINISTRATIVE PROVISIONS.**

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

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

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

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

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

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

G. *Assignment & Assumption of Rights.* 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.

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.* 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 writing. 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 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.

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

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

CITY OF NATIONAL CITY

**INVICTA SECURITY CA CORPORATION
DBA ALLSTATE SECURITY**

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

By: _____
Ron Morrison, Mayor

By: Scott DeNault
(Name)

Scott DeNault
(Print)

Director
(Title)

APPROVED AS TO FORM:

By: _____
Barry J. Schultz,
City Attorney

By: Aaron Steward
(Name)

Aaron Steward
(Print)

Operating Partner
(Title)

EXHIBIT A
TO AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
INVICTA SECURITY CA CORPORATION DBA ALLSTATE SECURITY

1. **Unarmed Security Guard Service:** One uniformed, unarmed security officer to be assigned to the National City Public Library during normal business hours on the following days/times with unpaid meal breaks:

July 1, 2023 through June 30, 2024:

Monday through Thursday	Shift: 11:30 p.m. – 8:00 p.m.
Friday:	Shift: 09:30 a.m. – 6:00 p.m.
Saturday	Shift: 09:30 a.m. – 5:00 p.m.

2. **Compensation:**

- a. \$29.47 per hour (Any requested non-standard shifts beyond 8 regular paid hours will incur an OT bill rate of 1.5 x in accordance CA Labor Laws.)
- b. Requests for additional service will be billed at \$29.47 per hour.
- c. Agreement is for not-to-exceed cost of \$75,000 annually

3. **General Requirements:** Security officers shall provide the following general services:

- a. Enforce Library Rules of Conduct;
- b. Maintain peace and order as well as front end security for the grounds and facility;
- c. Monitor noise levels and other environmental factors;
- d. Report suspicious behavior, instances of misconduct, safety concerns, and irregularities (to prevent losses and damage);
- e. Patrol both the inside and outside of the Library's premises;
- f. Diligently respond to consumer and staff complaints.

4. **Specific Requirements:** Security officer's primary duty shall be to observe and immediately report any activity that appears to be illegal, suspicious, or requires reporting. Security officers are also expected to perform the following:

- (a) Prepare daily security reports that indicate activities occurring in or outside of the Library's premises;
- (b) Security officer's shall remain at their post during business hours specified below and shall monitor the general coming and going of all pedestrians into the Library;
- (c) Possess permanent State License Guard Card;

- (d) Maintain Basic Logs and Reports skills;
- (e) Possess Basic Telephone Etiquette;
- (f) Possess Fundamental Customer Service skills;
- (g) Have Understanding of Legal Authority;
- (h) Have Knowledge of Common and Acceptable Patrol Techniques;
- (i) Have Acquaintance with Fire Protection and Alarm Systems;
- (j) Possess Fundamental Skills for Interaction with National City Police Department (NCPD) Officers and City Personnel;
- (k) Be trained in administration of Naloxone;
- (l) The City may add, in writing, further Basic Duties as deemed necessary.

Security officers report to the City Librarian, or designee (AKA the “Designated Librarian in Charge”), during normal business hours and under ordinary circumstances. His/her instructions are to be followed at all times.

The Librarian or Library Administration staff shall be called for assistance to deal with any problems with Library patrons that cannot be resolved immediately.

While on duty, which shall be made regardless of weather conditions, security officers will watch for fire, theft, and utility failures (e.g., plumbing breaks, and smoking or flickering electrical fixtures). Upon finding any utility failure, the security officers shall notify the Librarian-in-charge. If the security officer observes any unusual activity, or if any alarms, silent or audible, be set off, security officers shall respond by observing the situation and calling the Librarian-in-charge or the National City Police or Fire Departments as appropriate, by telephone.

5. **Security Officer Staffing**: The Contractor shall provide security officers who have prior experience in a security setting of similar type, size, and scope of the National City Public Library.

6. **Contractor Responsibilities, Materials & Equipment**: Contractor shall issue security officers the following:

- a. A minimum of two (2) uniforms, including shirts, (1) jacket, and (2) trousers. Additionally, one (1) set of protective rainwear shall be provided.
- b. A mobile (cellular) phone to communicate with the Contractor’s office.
- c. A heavy duty, police type, water resistant multi-cell flashlight.
- d. Patrol log or note books for writing details and appropriate reporting forms.
- e. Contractor shall provide personnel background checks on all personnel and update background checks on infrastructure sites on an annual basis.

- f. All Guards are required to wear the designated/approved security officer service uniforms for Contractor. There are no exceptions. All security officer uniforms must be kept clean and professional at all times. Failure to maintain a neat, clean and professional appearance and uniform may result in removal from the work site by the security officer supervisor, City Librarian, or City designee. Non-approved uniform attire may also result in removal from the work site.
- g. The Contractor must have field supervisor(s) who routinely inspect job sites and personnel to insure compliance with site requirements.
- h. A communication device (radio, cell phone, etc.) to carry at all times while on duty and on breaks.

All materials and equipment described in this Section 6 shall be maintained in good working order. If any equipment fails to function, the Contractor shall arrange for immediate replacement. The Contractor shall be responsible for supplying batteries for all equipment.

Contractor shall be responsible for paying for repairs to City equipment and for damage which is not a result of normal wear and tear as referenced in Section 7 of this Exhibit. In the event City furnished equipment does not work, the Guard is to note this in the log book and notify the Contract Administrator on the next business day.

7. **City Responsibilities:** The City will provide the following for Contractor to comply with these Scope of Services:

- a. An area for writing reports, to charge telephone and/or radio batteries, place to use a restrooms, store and heat food, and drinkable water source.
- b. Telephones that shall be used for emergencies and necessary business calls only. Acceptable use of City telephones are to make 911 calls, calls to the National City Police or Fire Department, business calls to the Contractor's Office, and calls to the City Librarian or their designee.
 - i. Security personnel using City provided telephones to make emergency calls shall dial 9-911 to get an outside line and be connected to emergency personnel.

8. **Court Appearance:** If, as a result of action taken by a guard performing services under the terms of this Agreement, Contractor shall ensure that the security officer makes a court appearance or appearance on behalf of the City.

- a. The City will pay the Contractor the regular hourly bill rate as specified on the invoice the amount of time spent in court by the guard, plus one-half (1/2) hour travel time each way. Hours must be reflected on backup documents submitted with invoices, where the hours will be identified as "Court Appearance."

- b. If court appearances result in guards working more than forty (40) hours per week, then overtime of one and a half (1-½) the hourly bill rate will be paid by the City. Hours must be reflected on backup documents submitted with invoices, where the hours will be identified as “Authorized Overtime.”

#333
1/10/23

(R-2023-342)

RESOLUTION NUMBER R- 314568
DATE OF FINAL PASSAGE JAN 13 2023

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING A SECOND AMENDMENT TO THE CITYWIDE SECURITY SERVICE AGREEMENT WITH INVICTA SECURITY CA CORPORATION DBA ALLSTATE SECURITY.

WHEREAS, the Purchasing and Contracting (P&C) Department partnered with several City departments to put forth a Request for Proposals (RFP) to furnish the City with Citywide security services in late 2018; and

WHEREAS, as a result of the RFP, the City awarded two agreements, corresponding to specific City sites, with two service providers: Invicta Security CA Corporation dba Allstate Security (Allstate) and Locator Services, Inc., dba Able Patrol and Guard; and

WHEREAS, the City Council authorized execution of the two agreements on May 23, 2019 by Resolution R-312467; and

WHEREAS, the Central Library has since needed Allstate security guards to carry and administer Naloxone to prevent deaths due to narcotics overdoses on library premises, resulting in higher guard training costs and wages; and

WHEREAS, the City's Homeless Initiative Sites have required an unexpectedly high need for Allstate security guards to secure sites and facilities; and

WHEREAS, due to inflation, the Living Wage rate applicable to security guards increased more than the 5% increase permissible under the contract, which could potentially impact Allstate staffing levels resulting in disruption of service; and

WHEREAS, P&C estimates that increasing the expenditure authority of the existing agreement by \$4,000,000 is required to ensure continued Allstate security guard capacity based on these new needs; and

WHEREAS, City Council approval is required to amend the agreement for costs exceeding the original authorization by resolution, pursuant to San Diego Municipal Code section 22.3018(c); and

WHEREAS, the Office of the City Attorney has drafted this resolution based on the information provided by City staff, with the understanding that this information is complete, true, and accurate; NOW, THEREFORE,

BE IT RESOLVED, by the City Council of the City of San Diego, that the Mayor or designee is authorized to execute a Second Amendment to the Citywide Security Service Agreement with Allstate to increase the expenditure authority from \$24,910,721 to an amount not to exceed \$28,910,721 over the term of the contract pursuant to the terms and conditions set forth in the Second Amendment, on file with the City Clerk as Document No.

RR- **314568**

BE IT FURTHER RESOLVED, that the Chief Financial Officer is authorized to expend an amount not to exceed \$28,910,721 over the full term of the contract.

APPROVED: MARA W. ELLIOTT, City Attorney

By /s/ Eric S. Pooch
Eric S. Pooch
Deputy City Attorney

ESP:sc
12/15/2022
Or.Dept: Purchasing & Contracting Dept.
Doc. No. 3165633

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of JAN 10 2023

ELIZABETH S. MALAND
City Clerk

By Kristell Medina
Deputy City Clerk

Approved: 1/13/23
(date)

Todd Gloria
TODD GLORIA, Mayor

Vetoed: _____
(date)

TODD GLORIA, Mayor

Passed by the Council of The City of San Diego on JAN 10 2023, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Joe LaCava	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Stephen Whitburn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monica Montgomery Steppe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marni von Wilpert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Raul A. Campillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sean Elo-Rivera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage JAN 13 2023

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

TODD GLORIA
Mayor of The City of San Diego, California.

(Seal)

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By Kristell Medina, Deputy

Office of the City Clerk, San Diego, California

314568

Resolution Number R-_____

RESOLUTION NO. 2023 -

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 AND INVICTA SECURITY CA CORPORATION DBA ALLSTATE SECURITY IN THE NOT-TO-EXCEED AMOUNT OF \$75,000 FOR THE PURPOSES OF PROVIDING SECURITY GUARD SERVICE AT THE NATIONAL CITY PUBLIC LIBRARY FROM JULY 1, 2023 TO JUNE 30, 2024.

WHEREAS, Allstate Security Services entered into an Agreement with the City of National City on June 18, 2019 to provide security guard service to the Library for a period of 12 months, from July 1, 2019 to June 30, 2020, for the not-to-exceed amount of \$40,000; and

WHEREAS, the Agreement allowed for up to four extensions of the Agreement for four additional one-year terms and such extensions are contingent upon mutual agreement between the Parties; and

WHEREAS, the owner of Allstate Security is now Invicta Security CA Corporation; and

WHEREAS, the Parties desire to enter into an Agreement for a term of one year, expiring June 30, 2024, for the not-to-exceed amount of \$75,000 for the period of 12 months corresponding with the City's Fiscal Year and authorizing the City Manager to execute up to four (4) one-year extensions for the annual not-to-exceed amount of \$75,000.

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

Section 1: That the City Council hereby authorizes the City Manager to execute an Agreement between the City of National City and Invicta Security CA Corporation, attached to the staff report as Exhibit 1, in the not-to-exceed amount of \$75,000 for the purposes of providing security guard service at the National City Public Library from July 1, 2023 to June 30, 2024.

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

PASSED and ADOPTED this 6th day of June, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC
City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: City Manager's Office
Prepared by: Pedro Garcia, Economic Development Manager
Meeting Date: Tuesday, June 6, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Approval of the First Amendment to an Agreement between the City and SCI Consulting Group providing cannabis related management and monitoring services.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Approving the First Amendment to an Agreement Between the City of National City and SCI Consulting Group for Cannabis Related Management and Monitoring Services for a Not-to-Exceed Amount of \$60,000."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The City engages third-party cannabis consulting services for support through the cannabis regulatory development and application process. On October 5, 2021, the City executed an agreement with SCI Consulting Group to provide the City Manager with a range of consulting services (Exhibit C) related to commercial cannabis management services in a not-to-exceed amount of \$15,000.

The City continues to embark on continuous cannabis work related to the cannabis application process, development agreements, and administrative matters pertaining to the City's cannabis program. This amendment will increase the not-to-exceed amount by \$45,000 bringing the total to a not-to-exceed amount of \$60,000, which will allow SCI Consulting Group to continue their services in supporting the City's cannabis program during the completion of our cannabis application process, and through the duration of their original term, that ends October 5, 2024

FINANCIAL STATEMENT:

Sufficient funds exist in the Non-Departmental Professional Services account 001-409-00-213-0000.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – SCI First Amendment Resolution

Exhibit B – SCI First Amendment Contract

Exhibit C – SCI Consulting Group’s Original Scope of Work

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING THE FIRST AMENDMENT TO AN AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND SCI CONSULTING GROUP FOR CANNABIS RELATED MANAGEMENT AND MONITORING SERVICES FOR A NOT TO EXCEED AMOUNT OF \$60,000

WHEREAS, the City of National City (“City”) engages outside cannabis consulting services; and

WHEREAS, on October 5, 2021, the City executed an agreement with SCI Consulting Group to provide the City Manager cannabis related management and monitoring services; and

WHEREAS, this amendment will allow SCI Consulting Group to continue to perform work for the City during the cannabis application process and administrative services; and

WHEREAS, City staff recommends City Council’s approval on the first amendment to an agreement between the City of National City and SCI Consulting Group California Chapter S Corporation for cannabis related management and monitoring services for the not-to-exceed amount of \$60,000; and

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

Section 1: That the City Council hereby approves the first amendment to an agreement between the City of National City and SCI Consulting Group for cannabis related management and monitoring services for the not-to-exceed amount of \$60,000 and further agree that, with foregoing exceptions, each and every other term and provision of the October 5, 2021 Agreement shall remain in full force and effect.

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

PASSED and ADOPTED this 6th day of June, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney

**AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
SCI CONSULTING GROUP**

THIS 1ST AMENDMENT TO THE AGREEMENT is entered into this 6th day of June, 2023, by and between the CITY OF NATIONAL CITY, a municipal corporation (“CITY”), and SCI CONSULTING GROUP OF FAIRFIELD, CALIFORNIA, INC., a California Chapter S corporation (the “CONTRACTOR”).

RECITALS

WHEREAS, the CITY and the CONTRACTOR entered into an Agreement on October 5, 2021 (“the Agreement”), wherein the duration of the term is for the period of October 5, 2021 through October 5, 2024; and

WHEREAS, the parties desire to amend the Agreement to cover the continued cannabis related management and monitoring services from the amount of \$15,000 to a not-to-exceed amount of \$60,000.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The October 5, 2021 Agreement is hereby amended to cover the cost of the increased scope of services from original contract amount of \$15,000 by an not to- exceed increased amount of \$45,000, for a total not-to-exceed amount of \$60,000.
2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the October 5, 2021 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this 1st Amendment to the Agreement on the date and year first above written.

CITY OF NATIONAL CITY

SCI CONSULTING GROUP

(Corporation – signatures of two corporate officers required)

(Partnership or Sole proprietorship – one signature)

By:

Armando Vergara, Acting City
Manager

By:



(Name)

John W. Bliss
(Print)

APPROVED AS TO FORM:

By:

Barry J. Schultz,
City Attorney

By:



(Name)

John W. Bliss
(Print)

President
(Title)

September 15, 2021

Brad Raulston
City Manager
City of National City
1243 National City Boulevard
National City, CA 91950

Re: City of National City Proposal for Commercial Cannabis Management Services

Brad:

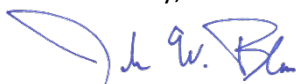
SCI Consulting Group (“SCI”) and our team members are pleased to submit this proposal in response to the City of National City’s (“City”) request for cannabis-related management and monitoring services. The SCI Team proposes to provide the complete suite of services necessary for the successful management and oversight of the City’s local cannabis program, as fully described in our Scope of Work:

- I. Cost Recovery Analysis
- II. Application Process Development
- III. Application Review
- IV. Background Checks
- V. Compliance Inspections and Financial Audits
- VI. Technical Assistance

The SCI Team is one of California’s top local cannabis policy consulting firms. We believe our expert knowledge of the local California cannabis industry, including social equity, coupled with our broad experience providing municipalities with regulation, implementation, and administration consulting services, will serve the City well.

We look forward to the opportunity to assist the City with this important project. If you have any questions or require additional information, please do not hesitate to contact me. I can be reached at (707) 430-4300 or via email at john.bliss@sci-cg.com.

Sincerely,



John Bliss, P.E.
President

QUALIFICATIONS AND EXPERIENCE



SCI is a public finance and urban economic consulting firm with over 35 years of expertise in assisting public agencies in California with developing policy, and planning, justifying, and successfully establishing new revenues for their service and capital improvement needs and objectives and managing special levies.

SCI provides cannabis-related advice and broad consulting services to a variety of public agencies in California, including community support analysis, ordinance development, fee studies, taxation, implementation, application process development, application review and scoring, monitoring and compliance, business tax auditing, community outreach and engagement, and social equity consulting.

We were perhaps the very first consulting firm to provide a full suite of local cannabis policy implementation services to California municipalities and developed the “6 Key Elements of Cannabis Implementation” approach that is the standard today:

1. Community Research and Outreach (Meetings & Surveys)
2. Health and Safety & Land Use Regulations (Ordinance(s))
3. Full Cost Recovery (Regulatory Fees)
4. Revenue (Taxation Ballot Measures)
5. Local Industry Selections (Application and Selection Process)
6. Monitoring and Compliance

And more recently, we have added, and become a State leader in:

7. Social Equity (We are currently providing these services to Richmond, Palm Springs, and Stockton)

Our core philosophy and approach towards the implementation of local cannabis policy is more broadly balanced than that of our competitors. Our philosophy comes from our genesis as a solution-based engineering firm that has evolved and developed in-house expertise in public policy, community outreach, and social equity. Although our quantitative and regulatory rigor, and attention to detail, are unsurpassed, we balance this with realistic approaches to a real-world challenge, fully understanding and supporting the City’s challenging transition into a regulated and legal cannabis business arena. Hence, SCI balances enforcement of local and State code along with the need to support viable cannabis businesses and to shepherd non-compliant businesses into a safe and regulated environment.

Over the last five years, SCI has emerged as one of California’s premier local cannabis policy firms offering a full range of “one-stop-shop” services in support of the successful implementation of regulated cannabis business within a City or County. However, as we emphasized above, our approach is different than our competitors as we “balance enforcement of local and State code along with the need to support viable cannabis businesses and to shepherd non-compliant businesses into a safe and regulated environment”. We are currently under contract to provide cannabis-related consulting services to:

City of Coalinga	City of Richmond
City of Colfax	City of San Bernardino
City of Dunsmuir	City of Shasta Lake
City of Lompoc	City of Stockton
City of Merced	City of West Hollywood
City of Nevada	County of San Benito

SCI has considerable experience providing cannabis compliance services for local municipalities in California. Beginning in 2017, SCI conducted some of the first onsite cannabis compliance inspections in the State of California for the City of Coalinga. Since then, SCI has expanded its services to the Cities of Colfax, Dunsmuir, Merced, San Bernardino, San Carlos, Shasta Lake and Woodlake. To date, SCI has conducted over 300 on-site compliance inspections for various cannabis businesses including cultivation, distribution, manufacturing, and retail.

Additionally, SCI has broad experience with cannabis application process development and the review and evaluation of applications for local municipalities in California. Most notably in 2018, SCI served as one of the five panelists selected to independently review and score over 300 retail permit applications for the City of West Hollywood. In a three month period, SCI reviewed over 20,000 pages and individually scored each application. SCI's services helped create an exciting future for commercial cannabis in West Hollywood, where permits were awarded to 36 exciting business concepts that industry experts agree will together form the world's premier cannabis retail experience. SCI currently provides application review and evaluation services to the Cities of Colfax, Dunsmuir, Nevada, Lompoc, San Bernardino, San Carlos, and the County of San Benito.



The Pun Group LLP, Certified Public Accountants, and Business Advisors, founded in 2012, is a limited liability partnership. We are a full-service accounting firm comprised of forty (40) professionals providing auditing, accounting, and advisory services to our clients. Our Governmental Division consists of thirty-five (35) full-time individuals. The Firm has no part-time employees. The Firm's headquarters located in Orange County, California, with four branches in San Diego (California), Walnut Creek (California), Las Vegas (Nevada), and Phoenix (Arizona).

The combination of our hands-on experience and practical knowledge exercised by our audit professionals makes the Firm unique in our field. Our technical expertise and thorough understanding of current regulations and issues—along with the Firm's commitment to hard work, integrity, and teamwork on every engagement—enable us to help our clients succeed.

Our Partners' Group—which includes Kenneth H. Pun, Coley Delaney, Frances J. Kuo, Kenneth A. Macias, Vanessa I. Burke, John F. Georger, Jr., Gary M. Caporicci, and Heidi K. Chow—provide auditing, accounting, and advisory services to numerous governmental entities throughout the United States. With more than two hundred (200) years of combined experience in the industry, we have become a trusted business partner and are well-respected as leaders in the industry in one of the fastest-growing firms. With nearly 100 government and not-for-profit audit clients, our Partners have a real passion for the industry and believe we are unmatched regarding our municipal experience.

The Pun Group LLP is an independent member of Allinial Global, an association of over 100 independent accounting and consulting firms. Based in North America, Allinial Global offers international support by connecting its member firms to providers and global networks of accounting firms worldwide.

In 2018, The Pun Group teamed up with a Canadian Certified Public Accounting Firm to provide professional auditing services to a Los Angeles base Cannabis business (Cultivator and Distributor) to assist them in their Initial Public Offering (IPO) process. Furthermore, the Pun Group was hired by the Cities of Stockton and San Bernardino to conduct annual audits of commercial cannabis businesses.

PROJECT PERSONNEL



JOHN BLISS M.ENG., P.E., **PRESIDENT**

John Bliss, a professional engineer and President of SCI, specializes in local cannabis policy, and special revenue consulting. He was instrumental in developing the now-standard implementation process used by most municipalities in California to implement local cannabis policy. Mr. Bliss has had a long career developing and implementing equity, diversity and inclusion policy reaching back almost 30 years to the ground-breaking implementation for the City of San Francisco public works construction employment following the Rodney King uprising in 1991. He is a graduate of Brown University with a Bachelor of Science Degree in Engineering. He holds a master's degree in Civil Engineering from The University of California, Berkeley, where he was a Regent's Scholar. Mr. Bliss is a licensed Professional Civil Engineer in the State of California and is a LEED accredited professional.

KYLE TANKARD **SENIOR CONSULTANT - CANNABIS BUSINESS LEADER**

Kyle Tankard serves as the Cannabis Business Leader at SCI providing local cannabis policy expertise in California since 2016. He plays a diverse role, assisting municipalities with all aspects of local cannabis implementation, including regulatory development, taxation policy and cost recovery, cannabis compliance, application review, and cannabis-related public education, equity, and outreach. Mr. Tankard has successfully developed and implemented multiple local cannabis regulatory programs throughout the State, most notably in the Cities of Alameda, Shasta Lake and Richmond. He currently manages a portfolio of over 15 cannabis clients, providing a variety of ongoing cannabis-related services, including application review, plan checks, compliance inspections, and equity analysis and program development. He is a graduate of University of California, Santa Cruz.

ARCELIA HERRERA **SENIOR CONSULTANT**

Arcelia Herrera serves as a Senior Cannabis Consultant at SCI, contributing extensive experience assisting local agencies in developing cannabis policies for regulation, compliance, auditing, and economic development. Ms. Herrera has developed implementation oversight, monitoring and compliance processes for several ethnically diverse jurisdictions in California and contributes comprehensive knowledge of implementing compliance regulations for all cannabis activities. Ms. Herrera currently leads these efforts in the Cities of Merced, Coalinga and Woodlake. She is a graduate of California State University, Monterey Bay.

CHRIS COULTER **SENIOR CONSULTANT**

Chris Coulter contributes experience in local cannabis policy, funding measure feasibility, data analysis, and financial analysis services for public, private and non-profit sector organizations to the SCI team. Mr. Coulter specializes in rate study analysis and Proposition 218 formation of benefit assessment districts, community facility districts and tax rate structures. In addition, Mr. Coulter is experienced in spatial and regional analysis, opinion research, public outreach, demographic studies and ballot measure development. Mr. Coulter is a graduate of the University of California at Berkeley with a Bachelor of Art in English Literature.

**KENNETH H. PUN****CPA, CGMA**

With over twenty years of public accounting experience in the State and Local Government sector, Mr. Pun is the Managing Partner and an Assurance Partner at the Firm. Ken specializes in audits and management consulting for governmental organizations and has served as the Contract Deputy Finance Director for the City of San Marino in 2017. Mr. Pun also serves as the Chair of the California Society of CPAs Governmental Auditing Accounting Committee. He has been nominated for this year's Innovative Practitioner of the Year 2020 award by AICPA's CPA.com.

VANESSA BURKE**CPA, CPFO**

Vanessa Burke is an Assurance and Consulting Services Partner with 30 years of experience in providing audit and advisory services to local government agencies including cities, public pension plans, community colleges, college foundations, hospitals, school districts, county offices of education, special districts, and joint powers insurance authorities, not-for-profit organizations, and federal and state agencies. Vanessa will act as the Concurring Partner and provide second partner review of significant high-risk areas, audit reports, and in resolution of significant accounting, auditing, and reporting matters.

DAVID SIRIS**CPA, ENGAGEMENT MANAGER**

David Siris draws more than nine years of governmental accounting experience. Mr. Siris has successfully performed audits and other attestation services for several governmental and non-profit agencies. Working as an Engagement Manager, he will assist Mr. Pun in all issues related to cannabis tax policies, fiscal analysis, compliance reviews, tax audits/assessments, and providing best practices to ensure all state and local laws are followed.

REFERENCES

Some of SCI's most current and recent similar cannabis-related services were provided to:

City of Coalinga

Cannabis Services: Implementation Planning; Community Outreach and Stakeholder Engagement; Ordinance Review; Cost Recovery Analysis; and Compliance Inspections.

Contact: Sean Brewer, Assistant City Manager
sbrewer@coalinga.com ; (559) 935-1533 Ext. 143

Start/End Dates: February 2018– Ongoing contract work

City of San Bernardino

Cannabis Services: Plan Checks; Annual Financial Audits; Annual Compliance Inspections; Background Checks; and Technical and Policy Expertise

Contact: Stephanie Sanchez, Community & Economic Development
Sanchez_Stephanie@sbcity.org; (909) 384-5357

Start/End Dates: December 2019 – Ongoing contract work

City of Shasta Lake

Cannabis Services: Community Outreach; Ordinance Development; Tax Measure; Application Process; Cost Recovery Analysis; and Compliance Inspections.

Contact: Jessaca Lugo, Assistant City Manger
jlugo@cityofshastalake.org; (530) 275-7464

Start/End Dates: January 2017 – Ongoing contract work

City of West Hollywood

Cannabis Services: Application Process; Scoring Methodology; and Application Review.

Contact: John Leonard; Community & Legislative Affairs Manager
jleonard@weho.org; (323) 848-6446

Start/End Dates: June 2018 – Ongoing contract work

A full list of our cannabis clients is below:

Cities**Counties**

Alameda	El Monte	Oroville	Stockton
Avalon	Encinitas	Palm Springs	Vallejo
Coalinga	La Mesa	Richmond	West Hollywood
Colfax	Livingston	San Bernardino	Woodlake
Concord	Lompoc	San Carlos	Yreka
Davis	Merced	Santa Clara	
Dunsmuir	Nevada City	Shasta Lake	

Alameda
San Benito
San Luis Obispo
Tuolumne

PROJECT SCOPE

SCI will conduct a project kick-off meeting with City staff to establish project priorities and goals, communication protocols and timelines. Further, we will gather and review all applicable information needed to perform the required tasks. SCI will be available to meet via teleconference call on a regular basis.

Cost Recovery Analysis

The goal of the cost recovery analysis is to assign responsibility to the industry participants for expenses incurred by the City for managing and regulating industry activities, ensuring full cost recovery for all the City's cannabis-related activities. By assigning reimbursement for these costs to industry participants, the City protects the revenue generated from development agreements for all the City's residents.

SCI will provide engineering services in developing the fees for ongoing management, administration, and monitoring and compliance of cannabis businesses in the City. The goal is to establish a reliable, robust cannabis fee structure that is supported by the community and the local cannabis industry, is Proposition 26 justifiable, and adheres to all State and local regulations.

The costs incurred for both application steps and renewal, are dictated by the process developed in application process. The costs of the annual regulatory fee are dictated by the specifics of the City's regulatory ordinance as well as the development of the monitoring and compliance strategy.

The first step for developing the specific fees is to work with the City to establish administrative process flow documentation for each fee type. Next, the process flow is divided into discrete tasks within a spreadsheet, with the associated time increment required to conduct each task for each staff position type and hourly rate. Finally, these data are analyzed to ensure that all costs are covered, and a final fee rate is established.

Deliverables:

- Develop Fee Study Report
- Prepare Resolution, Staff Report, and Supporting Documentation for Council Adoption

Application Process Development

For this task, SCI will modify and finalize the City's existing application process to provide a transparent and fair model to evaluate and score cannabis applications that emphasize community health and safety, fairness and equity, longevity and sustainability and other elements specified by the City. This task includes the modification of application forms, application procedures and guidelines, the scoring system and checklist, etc. In addition, SCI will develop an application scoring rubric to evaluate and score applications. We will clearly detail all conditions required of the applicant in the application package. We want to ensure that as part of the application process, the applicant is completely familiar with the application process, and understands the potential time and financial investment and the regulatory process.

Deliverables:

- Finalize application process
- Finalize application package documents and procedures

- Develop application scoring rubric
- Participate in cannabis workshops

Application Review

For this task, SCI will assist City staff with determining the eligibility of each application and review the applications for completeness. Applications that are determined complete will be transmitted to SCI for review.

Upon receipt of the application documents, SCI will independently review, evaluate, and score each application based on the criteria established by the City. The Application evaluation will be completed within the review window established by the City's application procedures.

Once completed, SCI will prepare a written and electronic report detailing the results of the application evaluation for each cannabis applicant. In addition, a scoring sheet with comments justifying the scores as well as the strengths and weaknesses of each application will be provided to the City.

Deliverables:

- Application review and scoring
- Provide a scoring spreadsheet for each application detailing the results of application evaluation

Background Checks

SCI will conduct background checks for every applicant (including owners and other representatives of the applicant) and every person to be employed at a cannabis facility. The background check is intended to supplement State-required Live Scan fingerprint check.

Compliance Inspections and Financial Audits

Compliance Inspections

The SCI Team provides comprehensive pre-operating compliance reviews of cannabis businesses and onsite compliance inspections of facilities and operations, including documentation and reporting of the various cannabis licensee entities for multiple municipalities throughout California. For this task, SCI will provide comprehensive onsite facility inspections for each commercial cannabis business and report to the City the results of inspections relative to the City's local regulations and ordinances, conditions of approval, staff-directed priorities and preferences, and State law. SCI's monitoring and compliance efforts will satisfy the most rigorous requirements and at the same time, provide a successful platform for the cannabis businesses.

In collaboration with the City, SCI will prepare an inspection checklist for each cannabis activity. Prior to conducting each inspection, SCI will prepare notification to the businesses to schedule inspections. Following the inspection, SCI will provide the City with a written report detailing the results of the compliance inspection including photo documentation of any violations. SCI will provide follow-up support to the City and cannabis businesses to provide recommendations to address and correct any deficiencies.

Among the elements and activities SCI will monitor are as follows:

- **Product:** Inventory management, seed-to-sale tracking, packaging and labeling verification, product testing protocols, etc.
- **Record Retention:** Review and confirm employee records, business records, tax information records, transportation manifests, video surveillance retention, equipment certifications, training programs and safety programs.
- **Security and Surveillance:** Verify video surveillance equipment, camera placement, alarm systems, locks, facility access control, security guards, occupational badges, and other security and safety processes.
- **Facility Compliance:** Verify facility's operational compliance including waste management, odor control, pesticide and solvent storage, signage, cash handling procedures, product shipment and receipt procedures, etc.

Optional: Compliance Inspection Staff Training Workshop

SCI will plan, coordinate, and host an interactive monitoring compliance training workshop for City staff with the goal of training and preparing staff to conduct inspections for commercial cannabis businesses. SCI has conducted over 300 on-site compliance inspections for various cannabis businesses and will incorporate lessons learned and industry best practices.

Financial Audits

Led by Pun Group

The SCI Team, led by the Pun Group for this task, will provide comprehensive annual auditing of cannabis businesses, including documentation and reporting, in order to ensure that the City receives full payment of Cannabis Public Benefit Amounts, and ensuring compliance with applicable laws.

We will perform the following steps to deliver the services requested by the City:

<p>Cannabis Business Gross Receipts and Square Footage Taxes</p>	<ul style="list-style-type: none"> • Evaluate consistency between gross receipts and other information reported on financial statements to what was reported to the California Department of Tax and Fee Administration for sales and use tax, cannabis excise tax, and/or cultivation tax. • Evaluate consistency between gross receipts reported on financial statements to gross receipts reported to the City. • Verify cultivation canopy as compared to maximum canopy reported on the business license application. Cultivation canopy is measured by the aggregate area of Cannabis or Hemp plants on the premises, including the area occupied by vertically and horizontally stacked canopies, in compliance with City's Code. This will be calculated by measuring the distance of all cultivation canopy in square feet.
<p>Collection and Audit of any Cannabis Tax</p>	<ul style="list-style-type: none"> • Ensure each cannabis facility is complying with applicable portions of the City's Code and is submitting the true amount of gross receipts and tax. • Review business license tax returns submitted by the business and collected by the City and compare to each business's records for the time period identified by the City to determine accuracy and timeliness of gross receipts returns filed with the City. • Trace and verify the gross receipts reported on the quarterly gross receipts returns prepared by the business to gross receipts recorded in the business's

<p>Collection and Audit of any Cannabis Tax <i>(Continued)</i></p>	<p>accounting records to verify that these were in accordance with the City's regulations.</p> <ul style="list-style-type: none"> • Verify compliance with City's Code. • Verify reasonableness of reported revenues of the cannabis businesses by performing additional procedures necessary to reach a conclusion. • Following the completion of a business license tax audit of each cannabis facility, we will issue all reports to the City in accordance with applicable standards from generally accepted auditing standards (GAAS). • The report for each cannabis business license tax audit will include the following information: <ul style="list-style-type: none"> • The overall conclusion of whether or not the cannabis business paid all required business license taxes and fees for the time period specified. • Any exceptions, errors, or areas of noncompliance were identified as a result of the procedures performed. This includes any significant deficiency in the design or operation of the internal control structure, including but not limited to the following areas: cash handling, inventory control, point of sale systems, and any other areas that the auditor deems necessary for purposes of accurately reporting business license taxes due to the City. • Express an opinion regarding the taxes remitted to the City by the cannabis business, or state that an opinion cannot be expressed in the auditor's report. If the Firm concludes, it cannot express an overall opinion. The engagement team will state the reasons, therefore, in the auditor's report. • Examine records and documentation that demonstrates that all cannabis goods have been obtained from, and are provided to, other licensed cannabis businesses and that details all the revenues and expenses, and assets and liabilities of the business. • Examine books of account, invoices, copies of orders and sales, shipping instructions, bills of lading, weigh bills, bank statements including canceled checks and deposit slips, and all other records necessary to show all transactions of the cannabis business.
<p>State Rule Making Interpretation and Implementation</p>	<ul style="list-style-type: none"> • Check for compliance with the latest officially approved state regulations for cannabis businesses across the supply chain. Licensees are required to comply with all rules and regulations pertaining to their license type, as well as follow all other applicable state laws.

Deliverables:

- Develop standard inspection checklist for each cannabis activity.
- Onsite compliance inspections with written reports and follow up support.
- Annual Financial Audits
- Optional: Monitoring and Compliance Staff Training Workshop

Ongoing Technical Support and Policy Expertise

SCI will provide the City with ongoing technical and cannabis policy expertise. The SCI team will monitor the evolving State regulations and provide policy updates and industry best practices to the City and cannabis businesses to ensure continued compliance with State and local law.

FEE PROPOSAL

In consideration for the work accomplished, as outlined in this cost proposal, the SCI Team shall be compensated as detailed below:

Work Plan	Fee
Phase 1:	
Cost Recovery Analysis	\$ 7,500 (billed at hourly rates)
Application Process Development	\$ 2,500 (billed at hourly rates)
Cannabis Workshops	\$ 5,000 (up to two meetings)
Phase 2:	
Background Checks	\$ 350 (per check)
Application Review	TBD*
Compliance Inspections	\$ 2,000 (per inspection)
Optional: Compliance Training Workshop	\$ 2,500 (per meeting)
Annual Audit	\$ 6,000 (per audit)
Ongoing Technical Support & Policy Expertise	No additional charge

*(*All costs associated with the application review will be established by the Cost Recovery Analysis and to be fully reimbursed to City through regulatory fees)*

SCI Staff	Hourly Rate
John Bliss, President	\$ 280
Kyle Tankard, Cannabis Services Group Leader	\$ 280
Arcelia, Senior Cannabis Consultant	\$ 280
Chris Coulter, Senior Cannabis Consultant	\$ 280
Support Staff	\$ 70

The Pun Group Staff	Hourly Rate
Ken Pun, Engagement Partner	\$ 200
Venessa Burke, Partner	\$ 200
David Siris, Manager	\$ 150

Incidental costs incurred for the purchase of additional travel and other out-of-pocket expenses will be reimbursed at actual cost, with the total not to exceed \$3,500 per year without prior authorization from the City.

The scope of services includes one face-to-face staff planning meeting. Any additional face-to-face meetings, if required, shall be billed at the rate of \$1,500 per person, per meeting. The SCI Team is available to meet via teleconference call on a regular basis at no additional charge.

ADDITIONAL INFORMATION

EMPLOYMENT POLICIES

SCI does not and shall not discriminate against any employee in the workplace or against any applicant for such employment or against any other person because of race, religion, sex, color, national origin, handicap, or age or any other arbitrary basis. SCI ensures compliance with all civil rights laws and other related statutes.

CONFLICT OF INTEREST STATEMENTS

SCI has no known past, ongoing or potential conflicts of interest for working with the City, performing the Scope of Work or any other service for this Project.

PENDING LITIGATION

SCI does not have any claims, lawsuits or litigation pending or within the last five years.

INSURANCE

SCI carries professional Errors and Omissions insurance in the amount of \$2 million per occurrence and \$2 million aggregate. SCI also carries general liability insurance in the amount of \$2 million per occurrence and \$4 million aggregate.

INDEPENDENT CONTRACTOR

If selected, SCI shall perform all services included in this proposal as an independent contractor.

ADDITIONAL SCOPE OF WORK

In the event the City elects to request optional, additive scope of work, SCI will work with the City to negotiate compensation for these additional tasks and execute an Addendum to the agreement for these additional services.

RESPONSIBILITIES OF CITY

SCI will make every effort to minimize the workload on the City, but may need assistance, iteratively, with project overview and history, scheduling, and budgeting.

COORDINATION WITH CITY

SCI will coordinate services with City staff through frequent and concise communications including face-to-face meetings, telephone calls and e-mail.



AGENDA REPORT

Department: Administrative Services - Human Resources
Prepared by: Molly Brennan, Administrative Services Director
Meeting Date: Tuesday, June 6, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Approval of Creation of One (1) New Job Classification titled Equipment Mechanic I and Amending the MEA Salary Schedule.”

RECOMMENDATION:

Approve the Resolution entitled, “Resolution of the City Council of the City of National City, California, Creating one (1) New Job Classification and Amending the Municipal Employees’ Association Salary Schedule.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

On May 10, 2023 the National City Civil Service Commission approved the new Equipment Mechanic I job classification (Exhibit A).

EXPLANATION:

The Public Works/Engineering Department requested the creation of a new classification to create a series of classifications at varying experience levels for the Equipment Maintenance Division. This will improve the City’s ability to recruit to fill vacant positions, as well as train and promote from within.

The Equipment Maintenance Division has five authorized budgeted positions, three of which are currently vacant. All three of those vacancies are at the Equipment Mechanic level. The City has held recruitments for this specific classification each of the last three years with very little success. The Equipment Mechanic, which is being retitled Equipment Mechanic II, requires candidates to have a minimum of three years of experience in skilled, journey-level work in the overhaul and repair of motorized vehicles and equipment, including light- and heavy-duty equipment. In addition, the position requires possession of a valid Class B driver’s license or license issuance within 3 months of hire.

The new Equipment Mechanic I classification requires a minimum of one year of automotive or construction equipment maintenance and repair experience or trade certification and up to a year to acquire a Class B driver’s license. By adding an entry level classification and making the positions in this division a series (Lead Mechanic, Equipment Mechanic II, and Equipment Mechanic I), the City will greatly expand the eligible candidates to hire. Moreover, the City will be able to hire individuals with enthusiasm for the work who are entering the field and train them in-house, with the goal that they could promote within the series as vacancies occur.

The Civil Service Commission voted to approve the new Equipment Mechanic I classification at their last meeting and the Municipal Employees' Association (MEA) supports the addition of the new classification and proposed salary for the position.

Exhibit B is the proposed salary for the position. The first page of the exhibit shows the current Equipment Mechanic (II) salary steps and the second page the proposed Equipment Mechanic I Salary Steps. This would place the Equipment Mechanic I at median based on a current regional survey of comparable classifications and give them a 3% COLA in January, like other MEA positions will receive. The proposed salary would also maintain a minimum of 5% difference between top step Equipment Mechanic I and II, so that a promotion within the series would include the minimum 5% increase as required per the MEA MOU.

If approved, the City will open new recruitments for the Equipment Mechanic I and II, with the intent to hire two Equipment Mechanic IIs and one Equipment Mechanic I, with the potential to hire one Equipment Mechanic II and two Equipment Mechanic Is if we are only able to find one quality candidate at the higher level. The latter would allow the City to train the two Equipment Mechanic Is and allow for a promotional opportunity when those staff meet the minimum qualifications of the Equipment Mechanic II classification.

FINANCIAL STATEMENT:

Currently the budget includes authorized positions and funding for three Equipment Mechanics (II). Reclassifying one Equipment Mechanic (II) to an Equipment Mechanic I will be a budget savings in personnel service costs of approximately \$5,000.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Equipment Mechanic I Job Classification

Exhibit B – Proposed Salary Schedule

Exhibit C - Resolution

EQUIPMENT MECHANIC I	CITY OF NATIONAL CITY
CLASS SPECIFICATION	Approved: Proposed May 2023

DEFINITION

Under immediate supervision, to perform a variety of semi-skilled mechanical work involved in diagnosing, repairing and maintaining a variety of City light and heavy gasoline, diesel, hybrid and electric power-driven equipment and vehicles; to perform routine preventive maintenance and repair on vehicles and equipment; and to perform a variety of technical tasks relative to assigned area of responsibility.

DISTINGUISHING CHARACTERISTICS

Incumbents in this class report to the Lead Equipment Mechanic. Incumbents in this class do not supervise.

EXAMPLES OF TYPICAL DUTIES

The following duties and responsibilities are representative of those typically performed by positions assigned to this classification. Any single position may not perform all of these duties and/or may perform similar related tasks not listed here.

Perform routine fluid checks on vehicles and equipment including oil, transmission, brake and related fluid levels; replace as required; assist in diagnosing, repairing and adjusting a variety of systems on light and heavy equipment and vehicles including computer control systems, fuel injection systems, antilock brake systems, electrical systems, hydraulic systems, air conditioning systems, fuel management systems, transmissions, steering and suspension components, clutches and engine sensors; inspect motorized and mechanical equipment; diagnose problems and determine extent of necessary repairs; perform routine preventive maintenance; test and repair starters and recharge batteries; assist in the overhaul and repair of engines, transmissions, clutches, differentials, carburetors, generators, distributors and pumps; fit and adjust bearings; install axles and wheels; test and repair starters and alternators; recharge batteries; replace or repair faulty parts including wheel bearings, clutches, oil seals, shock absorbers, exhaust systems, steering mechanisms and related parts and equipment; tune-up engines by replacing ignition parts; recondition and adjust carburetors, fuel injection systems and propane fuel systems; repair and maintain emission control systems; repair adjust and replace brake systems including wheel cylinders, masters cylinders, disc pads, machine drums and rotors, and hydraulic and air brakes; inspect, test and replace tires as required; conduct parts inventory, maintain records of vehicles and supplies; operate and repair shop equipment, clean and maintain assigned work area; dispose of hazardous materials according to established procedures; performs other related duties and responsibilities as required; may serve as a member of various employee committees.

MINIMUM QUALIFICATIONS

Training and Experience: Any combination equivalent to training and experience that could likely provide the required knowledge, skills, and abilities will be qualifying. A typical way to obtain the required knowledge, skills, and abilities would be: High School diploma or equivalent; and one (1) year of automotive or construction equipment maintenance and repair experience. Work experience may be substituted by completion of a trade certification program of at least one (1) year in length.

Highly Desirable: Supplemental specialized training in automotive and equipment maintenance and repair or a related field is preferred.

Knowledge and Skills in:

Basic operating, repair and overhaul characteristics of diesel, gas, hybrid engines and electric motors; basic operating and repair characteristics of a wide variety of light and heavy equipment systems including electrical, hydraulic, braking, air conditioning, fuel, ignition, steering, suspension and transmission; shop mathematics; principles and practices of record keeping; methods and techniques of preventive maintenance; tools, equipment, and procedures used in the overhaul, repair and adjustment of gas and diesel powered equipment; operational characteristics of a wide variety of automotive, light and heavy equipment; operation and care of internal combustion engines and electric motors; methods, materials, equipment and tools used in routine welding and fabrication work; safe work practices; occupational hazards and standard safety practices.

Ability to:

Perform preventive maintenance and repair on various heavy and light equipment and vehicles; learn current methods, equipment, tools and materials used in the diagnosis, overhaul, repair and maintenance of gas and diesel powered equipment and vehicles; learn and apply pertinent Federal, State and local codes, laws and regulations; learn to perform a full range of equipment maintenance tasks with minimal supervision; use and operate a variety of tools and testing equipment in a safe and effective manner; maintain a variety of shop and repair records; communicate clearly and concisely, both orally and in writing; understand and carry out oral and written instructions; establish and maintain effective relationships with those contacted in the course of work.

Physical Demands & Working Conditions:

Must frequently lift and/or move up to 50 pounds and occasionally lift weights up to 100 pounds. Must be willing to work in exposure to noise, dust, grease, smoke, fumes, and gases. Must be willing to work outdoors in all weather conditions. Must be willing to work with exposure to potentially hazardous substances. May be required to travel outside City boundaries to deliver and pick up vehicles or parts, or to attend meetings.

LICENSES, CERTIFICATIONS, OR SPECIAL REQUIREMENTS

Possession of a valid Class C California Driver's License with a safe driving record. Obtain a Class B license within one (1) year of appointment.

**CITY OF NATIONAL CITY
NCMEA SALARY SCHEDULE**

POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
EFFECTIVE JANUARY 2023					
EQUIPMENT MECHANIC - MECHANIC II					
	A	27.32	2,185.27	4,734.75	56,817.04
	B	28.69	2,295.04	4,972.58	59,670.97
	C	30.12	2,409.38	5,220.32	62,643.82
	D	31.63	2,530.12	5,481.93	65,783.15
	E	33.22	2,657.27	5,757.41	69,088.95
EFFECTIVE JANUARY 2024, 6.93% increase					
EQUIPMENT MECHANIC - MECHANIC II					
	A	29.21	2,336.71	5,062.87	60,754.46
	B	30.68	2,454.08	5,317.18	63,806.17
	C	32.20	2,576.35	5,582.09	66,985.04
	D	33.82	2,705.46	5,861.83	70,341.92
	E	35.52	2,841.42	6,156.40	73,876.82

**CITY OF NATIONAL CITY
NCMEA SALARY SCHEDULE**

POSITION STEP HOURLY BIWEEKLY MONTHLY ANNUAL

EFFECTIVE JANUARY 2023

MECHANIC I

A	25.82	2,065.30	4,474.82	53,697.79
B	27.11	2,168.56	4,698.56	56,382.68
C	28.46	2,276.99	4,933.48	59,201.81
D	29.89	2,390.84	5,180.16	62,161.90
E	31.38	2,510.38	5,439.17	65,270.00

EFFECTIVE JANUARY 2024, 3% increase

MECHANIC I

A	26.59	2,127.26	4,609.06	55,308.72
B	27.92	2,233.62	4,839.51	58,074.16
C	29.32	2,345.30	5,081.49	60,977.87
D	30.78	2,462.57	5,335.56	64,026.76
E	32.32	2,585.70	5,602.34	67,228.10

DRAFT

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, CREATING ONE (1) NEW JOB CLASSIFICATION AND AMENDMENT TO THE NATIONAL CITY MUNICIPAL EMPLOYEES' ASSOCIATION SALARY SCHEDULE

WHEREAS, City staff and the National City Municipal Employees' Association (MEA) recommends approving the addition of the Equipment Mechanic I classification to the National City MEA Salary Schedule; and

WHEREAS, the classification was created to add an entry-level position to the Equipment Maintenance Division of the Public Works Department in order to expand the pool of qualified applicants available to fill vacant staff positions; and

WHEREAS, in January 2024, the classification of Equipment Mechanic I will receive a 3% Cost-of-Living Adjustment ("COLA"); and

WHEREAS, City staff recommends the City Council approve creating one (1) new job classification for the position of Equipment Mechanic I and amending the National City MEA Salary Schedule to add the classification.

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

Section 1: Approves the addition of the Equipment Mechanic I classification to the MEA Salary Schedule.

Section 2: This Resolution shall take effect immediately upon its passage.

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

PASSED and ADOPTED this 6th day of June, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Fire Department
Prepared by: Walter Amedee, Management Analyst III
Meeting Date: Tuesday, June 6, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Authorization Accepting Funds from the Listos California CERT Support Grant for National City Fire Department Community Emergency Response Team (CERT) Program.

RECOMMENDATION:

Adopt the Resolution titled “Resolution of the City Council of the City of National City, California, accepting funds in the amount of \$24,200.00 from the Listos California Cert Support Grant, for the National City Fire Department’s Community Emergency Response Team (CERT) Program and authorizing the establishment of a reimbursable grants city-wide fund appropriation and corresponding revenue budget.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The Listos California CERT Support Grant (LC) Program was created to provide funding to new and existing Community Emergency Response Team (CERT) programs to support projects that help prepare vulnerable and underserved populations. The National City Fire Department (NCFD) submitted a proposal and has been selected to receive funding in the amount of \$24,200.00. This grant will allow the NCFD to provide CERT, LISTOS, CPR/AED and First Aid, Stop the Bleed, and You Are the Help Until Help Arrives in Spanish. All instructional materials will be available in Spanish. National City CERT Member Hector Montano, a FEMA CERT Certified Trainer, will be leading the Spanish instruction. The NCFD will work with Spanish CERT and LISTOS participants to help recruit future class participants. The NCFD hopes to be able to stand up Spanish language teams during disasters and emergencies, as needed. The grant also provides funding for:

- CERT Training Equipment Basic Cribbing Set
- Basic Triage Training Set
- Natural Gas Meter
- CERT PPE Kit Level 2 (100 each)
- Binders

Grant period of performance is from June 1, 2023 – December 31, 2024.

FINANCIAL STATEMENT:

Expenditure Account:

282-412-965-355-0000 Equipment - \$10,100.00

282-412-965-226-0000 Training - \$14,100.00

Revenue Account:

282-12965-3463 - \$24,200.00. No City match required.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Public Safety

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review.CCR15378;
PRC 21065.

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – CalOES Award Letter

Exhibit B - Resolution



May 1, 2023

DELIVERED VIA E-MAIL: sergio@nationalcityca.gov

Sergio Mora
Fire Chief
City of National City
1243 National City Boulevard
National City, CA 91950-4301

Dear Chief Mora:

Your proposal has been selected to receive funding through the Listos California CERT Support Grant (LC) Program of the California Governor's Office of Emergency Services (Cal OES). Provided there are no successful appeals, and pending completion and/or revision of all required application forms, your agency will be awarded the amount of \$24,200 for the Grant Subaward performance period beginning June 1, 2023 and ending December 31, 2024.

William Chan will be the Program Specialist assigned to your grant and will be contacting you within the next few weeks to assist you in finalizing this process. Additional information can be found in the *Subrecipient Handbook* on the Cal OES website at www.caloes.ca.gov.

We look forward to the successful implementation of this project. If you have any questions concerning this process, please contact William Chan at (916) 328-7646 or via e-mail at ListosGrants@caloes.ca.gov.

Sincerely,

NANCY WARD
Director



3650 SCHRIEVER AVENUE, MATHER, CA 95655
(916) 845-8506 TELEPHONE
www.CalOES.ca.gov

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ACCEPTING FUNDS IN THE AMOUNT OF \$24,200.00 FROM THE LISTOS CALIFORNIA CERT SUPPORT GRANT, FOR THE NATIONAL CITY FIRE DEPARTMENT'S COMMUNITY EMERGENCY RESPONSE TEAM (CERT) PROGRAM AND AUTHORIZING THE ESTABLISHMENT OF A REIMBURSABLE GRANTS CITY-WIDE FUND APPROPRIATION AND CORRESPONDING REVENUE BUDGET.

WHEREAS, the Listos California CERT Support Grant (LC) Program was created to provide funding to new and existing Community Emergency Response Team (CERT) programs to support projects that help prepare vulnerable and underserved populations; and

WHEREAS, the National City Fire Department (NCFD) submitted a proposal and has been selected to receive funding in the amount of \$24,200.00; and

WHEREAS, this grant will allow the NCFD to provide CERT, LISTOS, CPR/AED and First Aid, Stop the Bleed, and You Are the Help Until Help Arrives in Spanish; and

WHEREAS, all instructional materials also available in Spanish; and

WHEREAS, National City CERT Member Hector Montano, a FEMA CERT Certified Trainer, will be leading the Spanish instruction; and

WHEREAS, the NCFD will work with Spanish CERT and LISTOS participants to help recruit future class participants; and

WHEREAS, the NCFD hopes to be able to stand up Spanish language teams during disasters and emergencies, as needed; and

WHEREAS, the grant will also provide funding for CERT Training Equipment Basic Cribbing Set, Basic Triage Training Set, Natural Gas Meter, CERT PPE Kit Level 2 (100 each), and Binders; and

WHEREAS, the grant period of performance is from June 1, 2023 – December 31, 2024.

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

Section 1: That the City Council hereby authorizes the Mayor to accept funds in the amount of \$24,200.00 from the Listos California CERT Support Grant Program and establish a reimbursable grants city-wide fund appropriation and corresponding revenue budget.

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

PASSED and ADOPTED this 6th day of June, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC
City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Fire Department
Prepared by: Walter Amedee, Management Analyst III
Meeting Date: Tuesday, June 6, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Donation of the Scotty Fire Prevention Trailer to the City of Tecate, Mexico.

RECOMMENDATION:

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Donation of the Scotty Fire Prevention Trailer and Accessories to Another Public Agency, the City of Tecate, in Accordance with State Law and Municipal Code Section 2.42.040(B)."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

In 2004, the National City Fire Department applied for and received a grant for the purchase of a Scotty Fire Prevention Trailer from the Assistance to Firefighters Grant. At that time, the fire department had a public education position who could utilize the trailer at various schools throughout the National School District to educate youth on fire and disaster safety. The public education position was lost due to an economic downturn and the position was not funded for the fire department. Since approximately 2010, the trailer has sat idle and has fallen into disrepair. The National City Fire Department no longer has a need for the trailer due to a continued lack of a public education position and the cost to repair the trailer. The City of National City and the National City Fire Department would not incur any future liability related to the trailer ownership, operation, or use. Prior to the donation's release, the City of Tecate will execute the City's Request for Donation Form. The City of Tecate, as the owner of the trailer, would provide all maintenance and insurance surrounding its use.

Policy Requirements:

According to Municipal Code Chapter 2.42 – Disposal of Surplus City Property Section 2.42.040B "Manner of Disposal", reads as follows:

2.42.040 - Manner of disposal.

- A. If the surplus city property which is not required for city use has been assigned an estimated market value of less than one thousand dollars by the purchasing agent, he/she may dispose of such property on the open market without advertising for bids.
- B. If the surplus city property which is not required for city use has been assigned an estimated market value of one thousand dollars or more by the purchasing agent, he/she shall dispose of the property:

1. Through the solicitation of sealed bids, with the award going to the highest responsive, responsible bidder. All notices shall be published by the purchasing agent in a commercially reasonable manner, using any appropriate mediums of printed or electronic commerce which, in the opinion of the purchasing agent, are reasonably likely to ensure an optimum bidding process;
2. Through participation in the San Diego County cooperative auction;
3. Through consignment of items to a vendor to sell on behalf of the city. The purchasing agent shall enter into an agreement with the vendor that has the potential of generating the most market interest and, therefore, the highest net proceeds for the city. The consignment vendor shall, at its expense, advertise the item(s) for sale, in accordance with subsection (B)(1) of this section, and shall accept offers on behalf of the city, with the city having final acceptance authority;
4. Through a negotiated agreement with another public agency, public safety organization, government agency or other nonprofit agency which may have limited funds, and an expressed need for such item(s).

C. The purchasing agent shall have the authority to combine any surplus city property with lost and unclaimed property for the purpose of disposal by public auction in accordance with Chapter 2.44 of this title.

D. The amount received for any property sold pursuant to this chapter shall be deposited in the city's general fund.

(Ord. 2284, 2006; Ord. 2044, 1992; Ord. 1673 § 1 (part), 1979)

The donation of the Scotty Fire Prevention Trailer and accessories to the City of Tecate meets requirement No. 4 as described above.

In addition, City Council Policy #115 states that:

The City Council may authorize the donation of surplus City property, or Police Department unclaimed personal property, to municipal agencies or local, non-profit 501(c)(3) organizations as defined above, consistent with Municipal Code section 2.42.040 (B)(4).

Municipal Agencies as defined in City Council Policy #115 are “public/government agencies, and Sister Cities.”

FINANCIAL STATEMENT:

The Scotty Fire Prevention Trailer was purchased with grant funds, so there is no financial impact to the City.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Public Safety

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review.CCR15378;
PRC 21065.

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A - Resolution

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE DONATION OF THE SCOTTY FIRE PREVENTION TRAILER AND ACCESSORIES TO ANOTHER PUBLIC AGENCY, THE CITY OF TECATE, IN ACCORDANCE WITH STATE LAW AND MUNICIPAL CODE SECTION 2.42.040 (B).

WHEREAS, in 2004, the National City Fire Department applied for and received a grant for the purchase of a Scotty Fire Prevention Trailer from the Assistance to Firefighters Grant; and

WHEREAS, at that time, the fire department had a public education position who could utilize the trailer at various schools throughout the National School District to educate youth on fire and disaster safety; and

WHEREAS, due to lack of funding for a public education position in the fire department, the Scotty Fire Prevention Trailer has not been utilized for many years; and

WHEREAS, the City of National City (“City”) and the National City Fire Department would like to donate the Scotty Fire Prevention Trailer and accessories to the City of Tecate; and

WHEREAS, the City and the National City Fire Department would not incur any future liability related to the Scotty Fire Prevention Trailer and accessories ownership, operation, or use; and

WHEREAS, prior to the donation’s release, the City of Tecate will execute the City’s Request for Donation Form; and

WHEREAS, the City of Tecate, as the owner of the Scotty Fire Prevention Trailer and accessories, would provide all maintenance and insurance surrounding its use; and

WHEREAS, this donation is in accordance with the City’s Municipal Code Chapter 2.42 – Disposal of Surplus City Property Section 2.42.040 (B) – “Manner of Disposal” and City Council Policy #115.

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

Section 1: Authorizes the donation of Scotty Fire Prevention Trailer and accessories to another Public Agency, the City of Tecate in accordance with the City’s Municipal Code.

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 6th day of June, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC
City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Fire Department
Prepared by: Walter Amedee, Management Analyst III
Meeting Date: Tuesday, June 6, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Donation of a surplus Battalion Chief Command Vehicle to the City of Tecate, Mexico.

RECOMMENDATION:

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Donation of a Surplus Battalion Chief Command Vehicle to another Public Agency, the City of Tecate, Mexico, in accordance with Municipal Code Section 2.42.040(B)."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The National City Fire Department would like to donate a Battalion Chief Command Vehicle that has been phased out of service to the City of Tecate. The surplus vehicle being recommended for donation is #331, a red 1998 Chevrolet Suburban with approximately 37,000 miles that due to strenuous use, no longer meets our City's needs. It will, however work as a support unit for the City of Tecate. The total estimated value for the vehicle is less than \$5,000. The City of National City and the National City Fire Department would not incur any future liability related to the vehicle ownership, operation, or use. Prior to the donation's release, the City of Tecate will execute the City's Request for Donation Form. The City of Tecate, as the owner of the vehicle, would provide all maintenance and insurance surrounding its use.

Policy Requirements:

According to Municipal Code Chapter 2.42 – Disposal of Surplus City Property Section 2.42.040B "Manner of Disposal", reads as follows:

2.42.040 - Manner of disposal.

A. If the surplus city property which is not required for city use has been assigned an estimated market value of less than one thousand dollars by the purchasing agent, he/she may dispose of such property on the open market without advertising for bids.

B. If the surplus city property which is not required for city use has been assigned an estimated market value of one thousand dollars or more by the purchasing agent, he/she shall dispose of the property:

1. Through the solicitation of sealed bids, with the award going to the highest responsive, responsible bidder. All notices shall be published by the purchasing agent in a commercially reasonable manner, using any appropriate mediums of printed or electronic commerce which, in the opinion of the purchasing agent, are reasonably likely to ensure an optimum bidding process;

2. Through participation in the San Diego County cooperative auction;
3. Through consignment of items to a vendor to sell on behalf of the city. The purchasing agent shall enter into an agreement with the vendor that has the potential of generating the most market interest and, therefore, the highest net proceeds for the city. The consignment vendor shall, at its expense, advertise the item(s) for sale, in accordance with subsection (B)(1) of this section, and shall accept offers on behalf of the city, with the city having final acceptance authority;
4. Through a negotiated agreement with another public agency, public safety organization, government agency or other nonprofit agency which may have limited funds, and an expressed need for such item(s).

C. The purchasing agent shall have the authority to combine any surplus city property with lost and unclaimed property for the purpose of disposal by public auction in accordance with Chapter 2.44 of this title.

D. The amount received for any property sold pursuant to this chapter shall be deposited in the city's general fund.

(Ord. 2284, 2006; Ord. 2044, 1992; Ord. 1673 § 1 (part), 1979)

The donation of the Battalion Chief Command Vehicle to the City of Tecate meets requirement No. 4 as described above.

In addition, City Council Policy #115 states that:

The City Council may authorize the donation of surplus City property, or Police Department unclaimed personal property, to municipal agencies or local, non-profit 501(c)(3) organizations as defined above, consistent with Municipal Code section 2.42.040 (B)(4).

Municipal Agencies as defined in City Council Policy #115 are “public/government agencies, and Sister Cities.”

FINANCIAL STATEMENT:

No cost to City; however, donating the vehicle versus selling at auction impacts potential revenue of approximately \$5,000.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Public Safety

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A - Resolution

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE DONATION OF A SURPLUS BATTALION CHIEF COMMAND VEHICLE TO ANOTHER PUBLIC AGENCY, THE CITY OF TECATE, IN ACCORDANCE WITH MUNICIPAL CODE SECTION 2.42.040 (B).

WHEREAS, the National City Fire Department would like to donate a Battalion Chief Command Vehicle that has been phased out of service to the City of Tecate; and

WHEREAS, the surplus vehicle being recommended for donation is #331, a red 1998 Chevrolet Suburban with approximately 37,000 miles; and

WHEREAS, the total estimated value for the vehicle is less than \$5,000; and

WHEREAS, the City of National City (“City”) and the National City Fire Department would like to donate the Battalion Chief Command Vehicle to the City of Tecate; and

WHEREAS, the City and the National City Fire Department would not incur any liability related to the Battalion Chief Command Vehicle ownership, operation, or use; and

WHEREAS, prior to the donation’s release, the City of Tecate will execute the City’s Request for Donation Form; and

WHEREAS, the City of Tecate, as the owner of the Battalion Chief Command Vehicle, would provide all maintenance and insurance surrounding its use; and

WHEREAS, this donation is in accordance with the City’s Municipal Code Chapter 2.42 – Disposal of Surplus City Property Section 2.42.040 (B) – “Manner of Disposal” and City Council Policy #115.

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

Section 1: Authorizes the donation of Battalion Chief Command Vehicle to another Public Agency, the City of Tecate in accordance with the City’s Municipal Code.

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 6th day of June, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC
City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Engineering and Public Works
Prepared by: Luca Zappiello, Associate Engineer - Civil
Meeting Date: Tuesday, June 6, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Highland Avenue Inter-City Project Grant Appropriation for Plans, Specifications, and Estimate and Construction (CIP 22-13).

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, (1) Authorizing the Acceptance of State Active Transportation Grant Funds for the Highland Avenue Inter-City Bike Connection Project (CIP 22-13); and (2) Authorizing the Establishment of an Appropriation and Corresponding Revenue Budget in the Amount of \$1,837,000."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

On September 2020, staff submitted an application to the California Department of Transportation (Caltrans) under cycle 5 of the State Active Transportation Program (ATP) grant for the Highland Avenue Inter-City Bike Connection project proposing the installation of 0.4 miles of Class IV and Class II bicycle facilities along Highland Avenue from 30th Street to the southern City limits, per the City's Bicycle Master Plan.

On January 11, 2021, Caltrans awarded a \$1,895,000 ATP grant for the Highland Avenue Inter-City Project (see attached "Exhibit B – 2021 Active Transportation Program").

The \$1,895,000 award was distributed by Project phases as follows:

- Project Approval and Environmental Documents (PA&ED) - \$58,000
- Plans, Specifications and Estimate (PS&E) – \$260,000
- Construction (CON) - \$1,577,000

On July 20, 2022, Caltrans authorized the City to proceed with the Environmental & Permits phase in the amount of \$58,000 with a local match of \$2,000.

On August 16, 2022, the City Council authorized the Mayor to execute Program Supplement Agreement (PSA) No. A062 with Caltrans for the Highland Avenue Inter-City Project to allow for reimbursement of up to \$58,000 in eligible project expenditures through the State Active Transportation Program (ATP) and committing to providing a local match of \$2,000 necessary to complete the PA&ED phase.

On April 5, 2023, Caltrans authorized the City to proceed with the PS&E phase in the amount of \$260,000 with no local match, per the attached "Allocation Letter" and "Finance Letter."

In an effort to streamline the administrative and procedural steps for each phase, staff is requesting authorization to establish a revenue and expenditure account in the amount of \$1,837,000, which includes the current \$260,000 PS&E phase and anticipated \$1,577,000 CON allocations. The PS&E and CON phases require no local match.

It should be noted that the expenditures for the construction phase would be incurred only after the City receives the Allocation Letter from Caltrans authorizing the City to proceed with the construction phase. The PS&E phase is expected to be completed on June 2024, the CON phase is expected to be completed on May 2025.

FINANCIAL STATEMENT:

ATP Grant - \$1,837,000

Revenue Account No. 296-06608-3463

Expenditure Account No. 296-409-500-598-6608 (Highland Avenue Inter-City Project)

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Transportation Choices and Infrastructure

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Project Plan

Exhibit B – CA Transportation Commission - 2021 ATP Table (excerpt)

Exhibit C – Allocation Letter

Exhibit D – Finance Letter

Exhibit E - Resolution



- Proposed Class II/IV - Bike Lanes (Extents of Project)
- Connection to City of Chula Vista
- Bicycle-Friendly Intersection Improvements
- Sweetwater River Bikeway Connection / 30th Street Bicycle Facility Improvements (Fully Funded)
- Sweetwater Road Protected Bikeway Phase 1 (Fully Funded)
- Class I - Regional Bike Path
- Class II - Bike Lane
- Class III - Bike Route
- Planned Class II - Bike Lane
- Planned III - Bike Route
- Planned Pedestrian Paths
- Caltrans Right of Way



**California Transportation Commission
2021 Active Transportation Program - Statewide Component
Staff Recommendations
(\$1000s)**

Reference No. 4.9
March 24-25, 2021
Attachment B

Application ID	County	Project Title	Total Project Cost	Recommended Funding	21-22	22-23	23-24	24-25	PA&ED	PS&E	ROW	CON	CON NI	Project Type	DAC	SRTS	Final Score
4-Contra Costa County-2	Contra Costa	North Bailey Road Active Transportation Corridor	\$ 6,845	\$ 6,159	\$ 499	\$ -	\$ 5,660	\$ -	\$ 499	\$ -	\$ -	\$ 5,660	\$ -	Infrastructure - Medium	x	x	93
6-Delano, City of-1	Kern	ATP-5 SRTS Intersection Enhancement and NI Work Plan	\$ 1,178	\$ 1,164	\$ -	\$ 140	\$ 1,024	\$ -	\$ -	\$ 140	\$ -	\$ 949	\$ 75	Infrastructure + NI - Small	x	x	93
7-Bell Gardens, City of-1	Los Angeles	Bell Gardens Complete Streets Improvements - Phase 1	\$ 6,999	\$ 6,499	\$ 200	\$ 6,299	\$ -	\$ -	\$ 200	\$ -	\$ -	\$ 6,299	\$ -	Infrastructure - Medium	x		93
7-Long Beach, City of-2	Los Angeles	Pacific Avenue Cycle Track	\$ 8,332	\$ 7,498	\$ 225	\$ 1,533	\$ -	\$ 5,740	\$ 225	\$ 675	\$ -	\$ 5,740	\$ 858	Infrastructure + NI - Large	x		93
7-Los Angeles, City of-11 [§]	Los Angeles	Connecting Canoga Park Through Safety and Urban Cooling	\$ 38,655	\$ 30,731	\$ 3,567	\$ -	\$ 1,921	\$ 25,243	\$ 3,567	\$ 1,921	\$ -	\$ 25,243	\$ -	Infrastructure - Large	x		93
7-Los Angeles, City of-4	Los Angeles	SRTS Berendo Middle and 3 Feeder Elementary Schools Safety Project	\$ 11,057	\$ 9,951	\$ 188	\$ -	\$ 1,588	\$ 8,175	\$ 188	\$ 1,588	\$ -	\$ 8,175	\$ -	Infrastructure - Large	x	x	93
4-Santa Clara County-1	Santa Clara	Active and Safe Routes to a Healthier City	\$ 2,510	\$ 2,510	\$ 2,510	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,510	Non-Infrastructure	x	x	93
5-Santa Cruz, City of-2	Santa Cruz	Santa Cruz Rail Trail Segment 7 Phase 2 Construction	\$ 12,030	\$ 9,184	\$ 9,184	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,634	\$ 550	Infrastructure + NI - Large	x	x	93
4-Oakland, City of-2 [§]	Alameda	East Oakland Neighborhood Bike Routes	\$ 21,859	\$ 17,269	\$ -	\$ -	\$ 17,269	\$ -	\$ -	\$ -	\$ -	\$ 17,269	\$ -	Infrastructure - Large	x		92
3-El Dorado County-3	El Dorado	Pollock Pines - Pony Express Trail Bicycle and Pedestrian Improvements	\$ 2,000	\$ 1,440	\$ 1,440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,440	\$ -	Infrastructure - Small	x		92
11-Imperial Beach, City of-1	San Diego	9th St Active Transportation Corridor	\$ 3,354	\$ 3,018	\$ 539	\$ 2,479	\$ -	\$ -	\$ -	\$ 539	\$ -	\$ 2,479	\$ -	Infrastructure - Medium	x	x	92
7-Santa Monica, City of-2*	Los Angeles	Stewart-Pennsylvania Safety Enhancement Project	\$ 4,000	\$ 3,196	\$ 3,196	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,171	\$ 25	Infrastructure + NI - Medium	x		92
7-Ventura County-2	Ventura	El Rio Pedestrian Improvement and Safe Route to School Project	\$ 6,960	\$ 6,195	\$ 222	\$ 884	\$ 5,089	\$ -	\$ 222	\$ 884	\$ -	\$ 5,089	\$ -	Infrastructure - Medium	x	x	92
11-National City, City of-3 [†]	San Diego	Highland Avenue Inter-City Bike Connection	\$ 1,897	\$ 1,343	\$ 58	\$ 260	\$ 1,025	\$ -	\$ 58	\$ 260	\$ -	\$ 1,025	\$ -	Infrastructure - Small	x		92
			\$ 309,004	\$ 241,541													

*The City of Santa Monica's Stewart-Pennsylvania Safety Enhancement Project was added to the staff recommendations after a scoring error was identified.

†The City of National City requested \$1,895,000 for the Highland Avenue Inter-City Bike Connection project. However, only \$1,343,000 in programming capacity remains. This amount is higher than the original amount included in the staff recommendations released on February 8, 2021, due to other changes to the staff recommendations. Commission staff will work with the applicant to ensure that the project can be delivered with available ATP funding.

§Project requires a baseline agreement. Please see the SB 1 Accountability and Transparency Guidelines for more information.

Note: The City of Porterville's Butterfield Stage Corridor (Henderson Avenue to Date Avenue) project was included in the staff recommendations released on February 8, 2021. This project has been removed from the recommendations because its scope is encompassed in the scope of the City of Porterville's Butterfield Stage Corridor (W North Grand Ave to College Ave) project.

Abbreviations, Acronyms, and Initialisms
CON: Construction Phase
DAC: Disadvantaged Community
NI: Non-Infrastructure
PA&ED: Environmental Phase
PS&E: Plans, Specifications & Estimates Phase
ROW: Right-of-Way Phase
SRTS: Safe Routes to School

DEPARTMENT OF TRANSPORTATION
 Division of Local Assistance
 1120 N STREET
 P.O. BOX 942874, MS# 1
 Sacramento, CA 94274-0001
 TTY 711



April 5, 2023

11-SD-0-NATC
 ATPSB1L-5066(052)
 Adv Id: 1122000234
 PPNO: 11-1441
 Request No: 2

Mr. Roberto Yano
 Director of Public Works/City Engineer
 City of National City
 1243 National City Blvd.
 National City, CA 91950

Dear Mr. Yano:

Your letter dated December 7, 2022 requested a fund allocation from the Active Transportation Program for the City of National City Construct Class IV & II bicycle facilities, traffic calming, pavement markings, signing, signal mods - Highland Avenue Inter-City Bike Connection. This project is programmed in the Active Transportation Program (ATP), as amended.

At their March 23, 2023 meeting, the California Transportation Commission (CTC) allocated funding in the amount(s) shown below.

The State hereby makes the following allocation on March 23, 2023, effective March 23, 2023.

Allocation No. 2023-133		ATP		FUND ALLOCATION	
Senate District No.:	40	Amount Programmed	Fiscal Year Programmed	Amount Previously Allocated	This Request
Assembly District	79				
PS&E		\$260,000	2023	\$0	\$260,000
Federal Funds					\$0
State Funds					\$260,000
Total		\$260,000		\$0	\$260,000

This allocation makes available \$0 of federal funds* and \$260,000 of State (or State-only) funds for a total of \$260,000.

* A separate request for authorization to proceed (E-76) is required prior to the start of reimbursable work for projects receiving Federal funds.

The effective date of allocation serves as the authorization to proceed and establishes the date for the start of reimbursable work for State-only funded projects.

For This Allocation:

Funds allocated for project E & P are available for expenditure until:	Not Applicable.
Funds allocated for project PS & E are available for expenditure until:	June 30, 2025.
Funds allocated for project RW are available for expenditure until:	Not Applicable.
Funds allocated for construction -- Agency has 6 month(s) after the date of allocation to award a contract.	

After award of the contract, the Agency has up to 36 months to complete the construction or vehicle purchase contract.

The Commission may grant a one-time extension to each of the deadlines specified above if it finds that an unforeseen and extraordinary circumstance beyond the control of the responsible agency has occurred that justifies the extension. Please refer to the Local Assistance website at <https://dot.ca.gov/programs/local-assistance> for additional guidance.

The project's award information should be submitted to the District Local Assistance Engineer (DLAE) immediately after award of the construction contract. A copy of the project's award package also needs to be included with the submittal of the Administering Agency's first invoice to the Local Programs Accounting Branch. Please refer to Local Programs Procedures (LPP) LPP 01-06 for guidance regarding the contents of the project award package.

This allocation is not a commitment on the part of the State to make reimbursements until an Administering Agency - State Agreement (Master Agreement), if necessary, and a project specific program supplement are executed between the Agency and the State.

Your attention is directed to the Local Assistance Procedures Manual, LPPs and the current CTC guidelines for detailed instructions and information.

Sincerely,

Daniel Bui

for SUJAYA KALAINESAN , Chief
Office of Project Management Oversight - South
Division of Local Assistance

c: SANDAG

Attachment: CTC Vote Box

bc: LPA
DLA AE Project Files
District - (11) DLAE - Brian Ott

FINANCE LETTER

Date: 05/12/2023
 D_CO_RT: 11-SD-0-NATC
 Project No: ATPL-5066(052)
 Adv. Project Id: 1122000234
 Project End Date:

EA No:

To: City of National City

Est Tot Proj Costs: \$1,895,000

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	PART. COST	STATE (ATP) GENERAL FUNDS PPNO 1441 /SB1A	LOCAL
Environmental Studies & Permits		\$60,000.00	\$58,000.00	\$58,000.00	\$2,000.00
Plans, Specifications & Estimates		\$260,000.00	\$260,000.00	\$260,000.00	\$0.00
Totals:		\$320,000.00	\$318,000.00	\$318,000.00	\$2,000.00

Participation Ratio: 99.38% This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: *Daniel Bui*
 Title: HQ Area Engineer

For questions regarding finance letter, contact:
 Printed Name: Daniel Bui
 Telephone No: (279) 444-7828

Remarks: *REQ#2: CTC allocated \$260,000 of ATP State General only funds for PS&E component, on 03/23/2023.

ACCOUNTING INFORMATION										Cooperative Work Agreement	
ADV. PROJECT ID	APPROP. UNIT	STATE PROG.	FED/ STATE	ENCUMBRANCE AMOUNT	APPROP YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE*	ATPL-5066(052)	APPROVED AMOUNT	EXPIRATION DATE
1122000234	22102	2030720100		\$260,000.00	2122	\$0.00	\$260,000.00	06/30/2027			
1122000234	21108	2030720100		\$58,000.00	2021	\$0.00	\$58,000.00	06/30/2026			

*Please refer to the applicable CTC Guidelines for Timely Use of Funds (TUF) Provisions. Also refer to your allocation notification letter(s) for allocation-specific TUF deadlines.

*Please submit invoices to the appropriate Districts by April 1st to avoid funds lapsing on the June 30th reversion date listed above and to allow sufficient time for Accounting and SCO year-end closing procedures.

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AUTHORIZING THE ACCEPTANCE OF STATE ACTIVE TRANSPORTATION GRANT FUNDS, FOR THE HIGHLAND AVENUE INTER-CITY BIKE CONNECTION PROJECT (CIP 22-13); AND 2) AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION AND CORRESPONDING REVENUE BUDGET IN THE AMOUNT OF \$1,837,000.

WHEREAS, on September 2020, staff submitted an application to the California Department of Transportation (Caltrans) under cycle 5 of the State Active Transportation Program (ATP) grant for the Highland Avenue Inter-City Bike Connection project proposing the installation of 0.4 miles of Class IV and Class II bicycle facilities along Highland Avenue from 30th Street to the southern City limits, per the City's Bicycle Master Plan; and

WHEREAS, on January 11, 2021, Caltrans awarded a \$1,895,000 ATP grant for the Highland Avenue Inter-City Project; and

WHEREAS, the \$1,895,000 award was distributed by Project phases as follows; Project Approval and Environmental Documents (PA&ED) - \$58,000; Plans, Specifications and Estimate (PS&E) – \$260,000; Construction (CON) - \$1,577,000; and

WHEREAS, on July 20, 2022, Caltrans authorized the City to proceed with the Environmental & Permits phase in the amount of \$58,000 with a local match of \$2,000; and

WHEREAS, on August 16, 2022, the City Council authorized the Mayor to execute Program Supplement Agreement (PSA) No. A062 with Caltrans for the Highland Avenue Inter-City Project to allow for reimbursement of up to \$58,000 in eligible project expenditures through the State Active Transportation Program (ATP) and committing to providing a local match of \$2,000 necessary to complete the PA&ED phase; and

WHEREAS, on April 5, 2023, Caltrans authorized the City to proceed with the PS&E phase in the amount of \$260,000 with no local match, per the "Allocation Letter" and "Finance Letter" attached to the Staff Report; and

WHEREAS, in an effort to streamline the administrative and procedural steps for each phase, staff is requesting authorization to establish a revenue and expenditure account in the amount of \$1,837,000, which includes the current \$260,000 PS&E phase and anticipated \$1,577,000 CON allocations, which require no local match.

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

Section 1: That the City Council hereby authorizes the acceptance of State Active Transportation Grant funds, for the Highland Avenue Inter-City Bike Connection project (CIP 22-13).

Section 2: That the City Council hereby authorizes the establishment of a revenue and expenditure account in the amount of \$1,837,000.

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

PASSED and ADOPTED this 6th day of June, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Engineering
Prepared by: Ricardo Rodriguez, Assistant Engineer-Civil
Meeting Date: Tuesday, June 6, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 325 Harbison Avenue.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 325 Harbison Avenue."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

The Traffic Safety Committee unanimously approved staff's recommendation for the installation of a blue curb disabled persons parking space with signage in front of the residence at 325 Harbison Avenue.

EXPLANATION:

Mr. Mark Ermita, resident of 325 Harbison Avenue, has requested a blue curb disabled persons parking space in front of his residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. The resident stated that there are 4 vehicles in the household and the driveway can only accommodate one vehicle. The resident also mentioned the garage is currently being used for storage.

Staff visited the site and observed that Mr. Ermita's residence has a driveway and garage. With permission and supervision, staff measured the driveway and garage. The driveway is approximately 20 feet long by 10.5 feet wide and the garage is 10 feet wide. The minimum dimensions for a driveway and garage to accommodate a vehicle with a disabled driver or passenger is 20 feet long by 12 feet wide. This condition is not met since the dimensions of the driveway and garage do not meet the minimum parking requirements for disabled persons.

The City Council has adopted a policy which is used to evaluate requests for disabled persons parking spaces. The City Council Disabled Persons Parking Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". This condition is met.
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. This condition is met.
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. This condition is met.

This item was presented to the Traffic Safety Committee on April 12, 2023. Staff sent notices to area residents inviting them to Zoom-in or call-in to the Traffic Safety Committee Meeting and/or contact staff with any questions. No one was in attendance to speak in support of the blue curb disabled persons parking space.

Staff presented the results of the site evaluation to the Traffic Safety Committee and after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install a blue curb disabled persons parking space with sign, since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met.

The applicant for this request was informed that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

Staff is working on a parking implementation plan that will make recommendations to modify Title 11 of the National City Municipal Code to manage future blue curb requests as the City is receiving an increase in the amount of requests for blue curb disabled persons parking spaces. Please see attached Exhibit "B" for the location of existing blue curb disabled persons parking spaces within a 4-block radius from the proposed location for this request.

In addition, staff is developing a process to review the citywide disabled parking inventory on an annual basis to ensure that disabled parking spaces that are no longer necessary are removed.

If approved by City Council, all work will be performed by City Public Works.

FINANCIAL STATEMENT:

N/A

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Public Safety

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Location Map

Exhibit B – Location Map showing existing blue curb parking spaces in the area

Exhibit C – Staff Report to the Traffic Safety Committee on April 12, 2023 (TSC No. 2023-03)

Exhibit D – Resolution

Exhibit A: Location Map with Recommended Enhancements (TSC Item: 2023-03)



Exhibit B: Location Map Showing Existing Blue Curb Parking Space (TSC Item: 2023-03)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR APRIL 12, 2023**

ITEM NO. 2023-03

ITEM TITLE: REQUEST FOR INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 325 HARBISON AVENUE

PREPARED BY: Ricardo Rodriguez, Assistant Engineer – Civil Engineering & Public Works Department

DISCUSSION:

Mr. Mark Ermita, resident of 325 Harbison Avenue, has requested a blue curb disabled persons parking space in front of his residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. The resident stated that there are 4 vehicles in the household and the driveway can only accommodate one vehicle. The resident also mentioned the garage is currently being used for storage.

Staff visited the site and observed that Mr. Ermita's residence has a driveway and garage. With permission and supervision, staff measured the driveway and garage. The driveway is approximately 20 feet long by 10.5 feet wide and the garage is 10 feet wide. The minimum dimensions for a driveway and garage to accommodate a vehicle with a disabled driver or passenger is 20 feet long by 12 feet wide. This condition is not met since the dimensions of the driveway and garage do not meet the minimum parking requirements for disabled persons.

The City Council has adopted a policy which is used to evaluate requests for disabled persons parking spaces. The City Council Disabled Persons Parking Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

It shall be noted that disabled persons parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

Please see attached exhibit for the location of existing blue curb disabled persons parking spaces within a 4-block radius from the proposed location for this request.

STAFF RECOMMENDATION:

Since all three conditions of the City Council Disabled Persons Parking Policy for “Special Hardship” cases are met, staff recommends the installation of a blue curb disabled persons parking space with signage in front of the residence at 325 Harbison Avenue.

EXHIBITS:

1. Public Request Form
2. Location Map
3. Location Map showing existing blue curb parking spaces in the area
4. Photos
5. City Council Disabled Persons Parking Policy

2023-03

CUSTOMER RECEIPT COPY

EXPIRES: 06/30/2025

*** D I S A B L E D P E R S O N P L A C A R D ***

DATE ISSUED: 03/21/23

PLACARD NUMBER: 184593A PIC: 1 TV: 92

MO/YR: EC

ERMITA MARK CARLOS
325 HARBISON AVE

DT FEES RECVD: 03/21/23

AMT DUE : NONE
AMT RECVD - CASH :
- CHCK :
- CRDT :

NATIONAL CITY
CA 91950

CO: 37



DEPARTMENT OF MOTOR VEHICLES PLACARD IDENTIFICATION CARD

THIS IDENTIFICATION CARD OR FACSIMILE COPY IS TO BE CARRIED BY THE PLACARD OWNER. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IMMEDIATELY NOTIFY DMV BY PHONE OR MAIL OF ANY CHANGE OF ADDRESS. WHEN PARKING, HANG THE PLACARD FROM THE REAR VIEW MIRROR. REMOVE IT WHEN DRIVING.

PLACARD#: 184593A PLACARD HOLDER: ERMITA MARK CARLOS
EXPIRES: 06/30/2025 325 HARBISON AVE
DOB: [REDACTED]
ISSUED: [REDACTED]
TYPE: [REDACTED] NATIONAL CITY
CA 91950

PURCHASE OF FUEL (BUSINESS & PROFESSIONS CODE 13660):
STATE LAW REQUIRES SERVICE STATIONS TO REFUEL A DISABLED PERSON'S VEHICLE AT SELF-SERVICE RATES, EXCEPT SELF-SERVICE FACILITIES WITH ONLY ONE CASHIER.

WHEN YOUR PLACARD IS PROPERLY DISPLAYED, YOU MAY PARK IN/ON:
*DISABLED PERSON PARKING SPACES (BLUE ZONES) *STREET METERED ZONES WITHOUT PAYING *GREEN ZONES WITHOUT RESTRICTIONS TO TIME LIMITS *STREET WHERE PREFERENTIAL PARKING PRIVILEGES ARE GIVEN TO RESIDENTS AND MERCHANTS.

YOU MAY NOT PARK IN/ON: *RED ZONES *TOW AWAY ZONES *WHITE OR YELLOW ZONES *SPACES MARKED BY CROSSHATCH LINES NEXT TO DISABLED PERSON PARKING SPACES.

IT IS CONSIDERED MISUSE: *TO DISPLAY A PLACARD UNLESS THE DISABLED OWNER IS BEING TRANSPORTED *TO DISPLAY A PLACARD WHICH HAS BEEN CANCELLED OR REVOKED *TO LOAN YOUR PLACARD TO ANYONE, INCLUDING FAMILY MEMBERS.
MISUSE IS A MISDEMEANOR (SECTION 4461VC) AND CAN RESULT IN CANCELLATION OF

REMOVE FROM MIRROR BEFORE DRIVING VEHICLE

CALIFORNIA



"WARNING: The illegal use of a disabled parking placard could result in a maximum fine of \$4,200."

PARKING PLACARD



DISABLED PERSON

EXPIRES JUNE 30

2025

184593 A

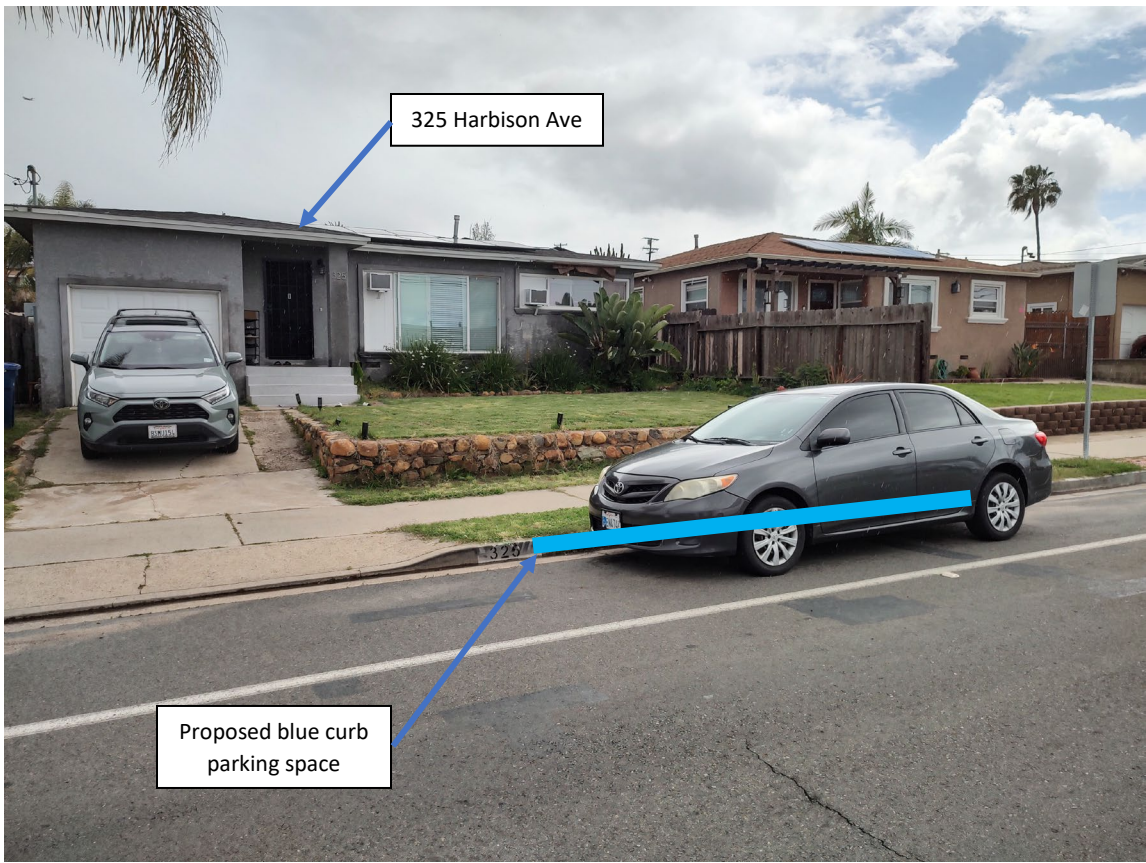
PURCHASE OF FUEL (Business & Professions Code 13660)
State law requires service stations to refuel a disabled person's vehicle at self-service rates, except at service facilities with only one employee on duty.

Exhibit A: Location Map with Recommended Enhancements (TSC Item: 2023-03)

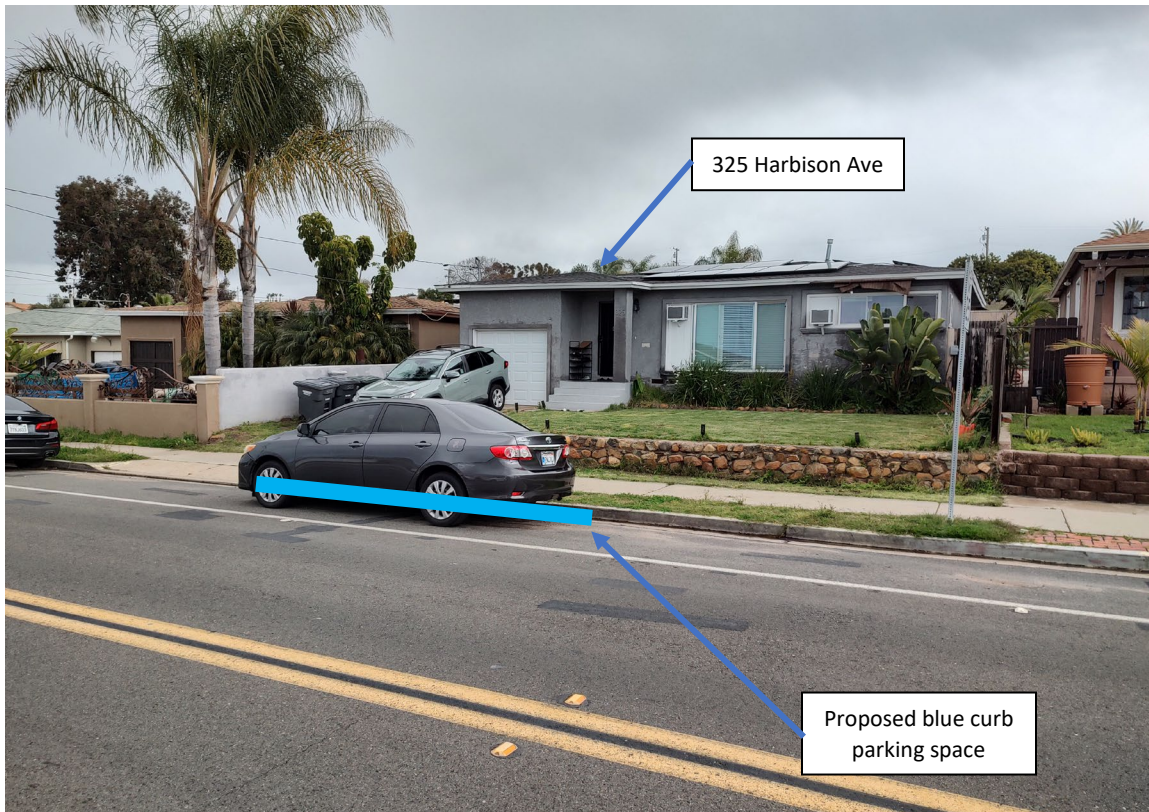


Exhibit B: Location Map Showing Existing Blue Curb Parking Space (TSC Item: 2023-03)





Location of proposed blue curb disabled persons parking space in front of 325 Harbison Ave (Looking East)



Location of proposed blue curb disabled persons parking space in front of 325 Harbison Ave (Looking North-East)

DISABLED PERSONS PARKING POLICY

The purpose of a disabled persons parking zone is to provide designated parking spaces at major points of assembly for the exclusive use of physically disabled persons whose vehicle displays a distinguishing license plate as authorized by the California Department of Motor Vehicles.

The City Council may upon recommendation of the City Engineer, designate specially marked and posted on-street parking spaces for disabled persons pursuant to California Vehicle Code 21101, et seq. at the following facilities:

1. Government buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.
2. Hospitals and convalescent homes with more than 75-bed capacity.
3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.
4. Community service facilities such as senior citizens service centers, etc.
5. Accredited vocational training and educational facilities where no off-street parking is provided for disabled persons.
6. Employment offices for major enterprises employing more than 200 persons.
7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.
8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.
9. Other places of assembly such as schools and churches.
10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.
11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.

12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.

In addition, disabled persons parking spaces may be provided within all publicly owned, leased or controlled off-street parking facilities as specified in the General Requirements.

General Requirements

Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).

Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 3% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.

The cost of installing disabled persons parking will be assumed by the City on public streets and public off-street parking facilities.

In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on-street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.

Special Hardship Cases

It is not the intention of the City to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exist:

- (1) Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."
- (2) The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.

- (3) Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

NOTE: It must be emphasized that such parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates may park in the above stalls.

Jha:p

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 325 HARBISON AVENUE

WHEREAS, Mr. Mark Ermita, resident of 325 Harbison Avenue, has requested a blue curb disabled persons parking space in front of his residence; and

WHEREAS, the resident possesses a valid disabled persons placard from the California Department of Motor Vehicles; and

WHEREAS, the resident stated that there are 4 vehicles in the household and the driveway can only accommodate one vehicle; and

WHEREAS, the resident also mentioned the garage is currently being used for storage; and

WHEREAS, staff visited the site and observed that Mr. Ermita's residence has a driveway and garage; and

WHEREAS, the driveway is approximately 20 feet long by 10.5 feet wide and the garage is 10 feet wide; and

WHEREAS, the minimum dimensions for a driveway and garage to accommodate a vehicle with a disabled driver or passenger is 20 feet long by 12 feet wide; and

WHEREAS, this condition is not met since the dimensions of the driveway and garage do not meet the minimum parking requirements for disabled persons; and

WHEREAS, this item was presented to the Traffic Safety Committee on April 12, 2023; and

WHEREAS, staff sent notices to area residents inviting them to Zoom-in or call-in to the Traffic Safety Committee Meeting and/or contact staff with any questions; and

WHEREAS, no one was in attendance to speak in support of the blue curb disabled persons parking space; and

WHEREAS, staff presented the results of the site evaluation to the Traffic Safety Committee and after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install a blue curb disabled persons parking space with sign, since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met.

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

Section 1: That the City Council hereby authorizes the installation of a blue curb disabled persons parking space with signage in front of the residence at 325 Harbison Avenue.

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

PASSED and ADOPTED this 6th day of June, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Engineering
Prepared by: Ricardo Rodriguez, Assistant Engineer-Civil
Meeting Date: Tuesday, June 6, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 444 Rachael Avenue.

RECOMMENDATION:

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 444 Rachael Avenue.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

The Traffic Safety Committee unanimously approved staff’s recommendation for the installation of a blue curb disabled persons parking space with signage in front of the residence at 444 Rachael Avenue.

EXPLANATION:

Mrs. Violeta Reyes, resident of 444 Rachael Avenue, has requested a blue curb disabled persons parking space in front of her residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. The resident stated that parking in the street is currently limited and that presents a hardship.

Staff visited the site and observed that Mrs. Reyes’ residence has a driveway and garage. With permission and supervision, staff measured the driveway and garage. The driveway is approximately 20 feet long by 10 feet wide and the garage is 10 feet wide. The minimum dimensions for a driveway and garage to accommodate a vehicle with a disabled driver or passenger is 20 feet long by 12 feet wide. This condition is not met since the dimensions of the driveway and garage do not meet the minimum parking requirements for disabled persons.

The City Council has adopted a policy which is used to evaluate requests for disabled persons parking spaces. The City Council Disabled Persons Parking Policy requirements for “Special Hardship” cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for “disabled persons” or “disabled veterans”. This condition is met.
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant’s (or guardian’s) place of residence. This condition is met.
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. This condition is met.

This item was presented to the Traffic Safety Committee on April 12, 2023. Staff sent notices to area residents inviting them to Zoom-in or call-in to the Traffic Safety Committee Meeting and/or contact staff with any questions. No one was in attendance to speak in support of the blue curb disabled persons parking space.

Staff presented the results of the site evaluation to the Traffic Safety Committee and after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install a blue curb disabled persons parking space with sign, since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met.

The applicant for this request was informed that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

Staff is working on a parking implementation plan that will make recommendations to modify Title 11 of the National City Municipal Code to manage future blue curb requests as the City is receiving an increase in the amount of requests for blue curb disabled persons parking spaces. Please see attached Exhibit "B" for the location of existing blue curb disabled persons parking spaces within a 4-block radius from the proposed location for this request.

In addition, staff is developing a process to review the citywide disabled parking inventory on an annual basis to ensure that disabled parking spaces that are no longer necessary are removed.

If approved by City Council, all work will be performed by City Public Works.

FINANCIAL STATEMENT:

N/A

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Public Safety

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Location Map

Exhibit B – Location Map showing existing blue curb parking spaces in the area

Exhibit C – Staff Report to the Traffic Safety Committee on April 12, 2023 (TSC No. 2023-04)

Exhibit D – Resolution

Exhibit A: Location Map with Recommended Enhancements (TSC Item: 2023-04)



Exhibit B: Location Map Showing Existing Blue Curb Parking Space (TSC Item: 2023-04)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR APRIL 12, 2023**

ITEM NO. 2023-04

ITEM TITLE: **REQUEST FOR INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 444 RACHAEL AVENUE**

PREPARED BY: Ricardo Rodriguez, Assistant Engineer – Civil Engineering & Public Works Department

DISCUSSION:

Mrs. Violeta Reyes, resident of 444 Rachael Avenue, has requested a blue curb disabled persons parking space in front of her residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. The resident stated that parking in the street is currently limited and that presents a hardship.

Staff visited the site and observed that Mrs. Reyes' residence has a driveway and garage. With permission and supervision, staff measured the driveway and garage. The driveway is approximately 20 feet long by 10 feet wide and the garage is 10 feet wide. The minimum dimensions for a driveway and garage to accommodate a vehicle with a disabled driver or passenger is 20 feet long by 12 feet wide. This condition is not met since the dimensions of the driveway and garage do not meet the minimum parking requirements for disabled persons.

The City Council has adopted a policy which is used to evaluate requests for disabled persons parking spaces. The City Council Disabled Persons Parking Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

It shall be noted that disabled persons parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

Please see attached exhibit for the location of existing blue curb disabled persons parking spaces within a 4-block radius from the proposed location for this request.

STAFF RECOMMENDATION:

Since all three conditions of the City Council Disabled Persons Parking Policy for “Special Hardship” cases are met, staff recommends the installation of a blue curb disabled persons parking space with signage in front of the residence at 444 Rachael Avenue.

EXHIBITS:

1. Public Request Form
2. Location Map
3. Location Map showing existing blue curb parking spaces in the area
4. Photos
5. City Council Disabled Persons Parking Policy

2023-04



Request for Blue Curb Disabled Persons Parking Space

Name of Applicant: VIOLETA E. REYES

Name of Disabled Person (if different from above):

Address: 444 RACHOEL AVENUE NATIONAL CITY CA 91950

Email: [REDACTED]

Please answer the following questions, which will assist Engineering Department Staff, the Traffic Safety Committee, and your City Council in determining if you are qualified to have a blue curb disabled persons parking space placed in front of your residence. Please be informed that all blue curb parking spaces are considered public parking. Therefore, any registered vehicle in possession of a disabled persons placard or license plate is legally allowed to park in the blue curb space for up to 72 continuous hours.

1. Do you possess a valid disabled person's placard issued by the California Department of Motor Vehicles (DMV)?

[X] YES [] NO

If YES, please include a copy of the placard, which contains name, address, placard number, and expiration date along with this request form.

2. Does your residence have a garage?

[X] YES [] NO

If answered YES, is the garage large enough to park a vehicle (minimum of 20' x 12')?

[] YES [X] NO

3. Does your residence have a driveway?

[X] YES [] NO

If answered YES, please refer to the following questions:

a. Is the driveway large enough to park a vehicle (minimum of 20' x 12')?

[X] YES [] NO

b. Is the driveway level?

[] YES [] NO

c. Is the driveway sloped/inclined?

[] YES [] NO

Additional comments PARKING IS LIMITED AND PRESENTS A HARDSHIP

Empty lines for additional comments

Engineering & Public Works Department
1243 National City Boulevard, National City, CA 91950-4301
619/336-4380 Fax 619/336-4397 www.nationalcityca.org



CUSTOMER RECEIPT COPY

EXPIRES: 06/30/2023

*** D I S A B L E D P E R S O N P L A C A R D ***

PLACARD NUMBER: H143147 PIC: 1 TV: 92

DATE ISSUED: 09/09/22

MO/YR: DI

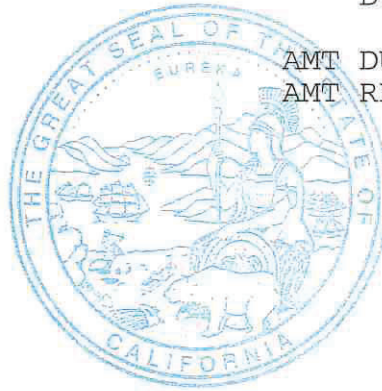
REYES VIOLETA ERUM
444 RACHAEL AVE

DT FEES RECVD: 09/09/22

AMT DUE : NONE
AMT RECVD - CASH :
- CHCK :
- CRDT :

NATIONAL CITY
CA 91950

CO: 37



DEPARTMENT OF MOTOR VEHICLES PLACARD IDENTIFICATION CARD

THIS IDENTIFICATION CARD OR FACSIMILE COPY IS TO BE CARRIED BY THE PLACARD OWNER. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IMMEDIATELY NOTIFY DMV BY PHONE OR MAIL OF ANY CHANGE OF ADDRESS. WHEN PARKING, HANG THE PLACARD FROM THE REAR VIEW MIRROR. REMOVE IT WHEN DRIVING.

A Public Service Agency

PLACARD#: H143147 PLACARD HOLDER: REYES VIOLETA ERUM
EXPIRES: 06/30/2023 444 RACHAEL AVE
DOB: [REDACTED]
ISSUED: 09/09/22
TYPE: N1 NATIONAL CITY CA 91950

PURCHASE OF FUEL (BUSINESS & PROFESSIONS CODE 13660):
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YOU MAY NOT PARK IN/ON: *RED ZONES *TOW AWAY ZONES *WHITE OR YELLOW ZONES *SPACES MARKED BY CROSSHATCH LINES NEXT TO DISABLED PERSON PARKING SPACES.

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Exhibit A: Location Map with Recommended Enhancements (TSC Item: 2023-04)



Exhibit B: Location Map Showing Existing Blue Curb Parking Space (TSC Item: 2023-04)





Location of proposed blue curb disabled persons parking space in front of 444 Rachael Ave (Looking West)



Location of proposed blue curb disabled persons parking space in front of 444 Rachael Ave (Looking North-West)

DISABLED PERSONS PARKING POLICY

The purpose of a disabled persons parking zone is to provide designated parking spaces at major points of assembly for the exclusive use of physically disabled persons whose vehicle displays a distinguishing license plate as authorized by the California Department of Motor Vehicles.

The City Council may upon recommendation of the City Engineer, designate specially marked and posted on-street parking spaces for disabled persons pursuant to California Vehicle Code 21101, et seq. at the following facilities:

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2. Hospitals and convalescent homes with more than 75-bed capacity.
3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.
4. Community service facilities such as senior citizens service centers, etc.
5. Accredited vocational training and educational facilities where no off-street parking is provided for disabled persons.
6. Employment offices for major enterprises employing more than 200 persons.
7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.
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Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).

Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 3% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

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The cost of installing disabled persons parking will be assumed by the City on public streets and public off-street parking facilities.

In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on-street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.

Special Hardship Cases

It is not the intention of the City to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exist:

- (1) Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."
- (2) The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.

- (3) Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

NOTE: It must be emphasized that such parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates may park in the above stalls.

Jha:p

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 444 RACHAEL AVENUE

WHEREAS, Mrs. Violeta Reyes, resident of 444 Rachael Avenue, has requested a blue curb disabled persons parking space in front of his residence; and

WHEREAS, the resident possesses a valid disabled persons placard from the California Department of Motor Vehicles; and

WHEREAS, the resident stated that parking in the street is currently limited and that presents a hardship; and

WHEREAS, staff visited the site and observed that Mrs. Reyes' residence has a driveway and garage; and

WHEREAS, the driveway is approximately 20 feet long by 10 feet wide and the garage is 10 feet wide; and

WHEREAS, the minimum dimensions for a driveway and garage to accommodate a vehicle with a disabled driver or passenger is 20 feet long by 12 feet wide; and

WHEREAS, this condition is not met since the dimensions of the driveway and garage do not meet the minimum parking requirements for disabled persons; and

WHEREAS, this item was presented to the Traffic Safety Committee on April 12, 2023; and

WHEREAS, staff sent notices to area residents inviting them to Zoom-in or call-in to the Traffic Safety Committee Meeting and/or contact staff with any questions; and

WHEREAS, no one was in attendance to speak in support of the blue curb disabled persons parking space; and

WHEREAS, staff presented the results of the site evaluation to the Traffic Safety Committee and after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install a blue curb disabled persons parking space with sign, since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met.

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

Section 1: That the City Council hereby authorizes the installation of a blue curb disabled persons parking space with signage in front of the residence at 444 Rachael Avenue.

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

PASSED and ADOPTED this 6th day of June, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Engineering and Public Works
Prepared by: Luca Zappiello, Associate Engineer - Civil
Meeting Date: Tuesday, June 6, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Installation of Loading and Unloading Signage Valid Fridays from 8 a.m. to 2 p.m. in Front of “Iglesia Metodista Libre Emanuel” Church Located at 2529 “D” Avenue.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Installation of 32 feet of Loading and Unloading Signage Valid Fridays from 8 a.m. to 2 p.m. in Front of the Church “Iglesia Metodista Libre Emanuel” Located at 2529 “D” Avenue.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

The Traffic Safety Committee unanimously approved staff’s recommendation for the installation of loading and unloading signage valid Fridays from 8 a.m. to 2 p.m. in front of the Church “Iglesia Metodista Libre Emanuel” located at 2529 “D” Avenue.

EXPLANATION:

Mr. Joe Mendoza, representative of the Church “Iglesia Metodista Libre Emanuel” (Church) located at 2529 “D” Avenue, has requested the installation of loading and unloading signage in front of the Church valid Fridays from 8 a.m. to 2 p.m. Mr. Mendoza stated that Feeding San Diego delivers supplies to the Church every Friday. Since the on-street parking spaces in front of the Church are occupied by vehicles, the delivery truck has to park on the adjacent red curb “No Parking” located north of the Church, creating visibility and safety issues for vehicles exiting Orrell Drive and for vehicles traveling northbound on “D” Avenue. Mr. Mendoza stated that the installation of loading and unloading signage in front of the Church would allow the delivery truck to park in front of the Church to facilitate unloading operations and improve safety and visibility for the vehicles traveling by the Church.

Staff visited the site and verified that the Church is located on the east side of “D” Avenue, north of 26th Street. The Church has one off-street parking lot located on the east side of the Church and two driveway aprons located on the north and south side of the Church at D Avenue (see location map). Staff measured the curb in front of the Church and determined that there are 32 feet of unrestricted on-street parking. The on-street parking in the area is heavily utilized by residents living in the area.

This item was presented to the Traffic Safety Committee on April 12, 2023. Staff sent notices to area residents inviting them to the Traffic Safety Committee Meeting and/or

contact staff with any questions. No one was in attendance to speak in support of the item.

Staff presented the results of the site evaluation to the Traffic Safety Committee and after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install a 32 feet of loading and unloading signage valid Fridays from 8 a.m. to 2 p.m. in front of the church "Iglesia Metodista Libre Emanuel" located at 2529 "D" Avenue.

If approved by City Council, all work will be performed by City Public Works.

FINANCIAL STATEMENT:

The signage and curb marking cost is \$150 and will involve two Public Works staff for approximately three hours.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Public Safety

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Map

Exhibit B -Staff Report to the Traffic Safety Committee April 12, 2023 (TSC No. 2023-05)

Exhibit C - Resolution

Exhibit A - Location Map with Recommended Enhancements



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR APRIL 12, 2023**

ITEM NO. 2023-05

ITEM TITLE: REQUEST TO INSTALL 32 FEET OF LOADING AND UNLOADING SIGNAGE VALID FRIDAYS FROM 8 A.M. TO 2 P.M. IN FRONT OF THE CHURCH "IGLESIA METODISTA LIBRE EMANUEL" LOCATED AT 2529 "D" AVENUE

PREPARED BY: Luca Zappiello, Assistant Engineer - Civil Engineering & Public Works Department

DISCUSSION:

Mr. Joe Mendoza, representative of the Church "Iglesia Metodista Libre Emanuel" (Church) located at 2529 "D" Avenue, has requested the installation of loading and unloading signage in front of the Church valid Fridays from 8 a.m. to 2 p.m. Mr. Mendoza stated that Feeding San Diego delivers supplies to the Church every Friday. Since the on-street parking spaces in front of the Church are occupied by vehicles, the delivery truck has to park on the adjacent red curb "No Parking" located north of the Church, creating visibility and safety issues for vehicles exiting Orrell Drive and for vehicles traveling northbound on "D" Avenue. Mr. Mendoza stated that the installation of loading and unloading signage in front of the Church would allow the delivery truck to park in front of the Church to facilitate unloading operations and improve safety and visibility for the vehicles traveling by the Church.

Staff visited the site and verified that the Church is located on the east side of "D" Avenue, north of 26th Street. The Church has one off-street parking lot located on the east side of the Church and two driveway aprons located on the north and south side of the Church at D Avenue (see location map). Staff measured the curb in front of the Church and determined that there are 32 feet of unrestricted on-street parking. The on-street parking in the area is heavily utilized by residents living in the area.

Staff notified the Church representatives to attend the Traffic Safety Committee Meeting and/or contact staff with any questions.

STAFF RECOMMENDATION:

Based on evaluation of existing conditions, staff recommends the installation of 32 feet of loading and unloading signage in front of the Church valid Fridays from 8 a.m. to 2 p.m. This will result in the loss of one (1) on-street parking space.

If approved by City Council, all work will be performed by City Public Works.

EXHIBITS:

1. Correspondence
2. Public Notice
3. Location Map
4. Photos

Luca Zappiello

From: Joe Mendoza <mendozas619@gmail.com>
Sent: Friday, January 20, 2023 10:22 AM
To: Luca Zappiello
Subject: Re: Public Request: Ministry of Jerusalem

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

Thank you for your help Luca, the only thing now is a no parking on Fridays 8am to 2pm. This would help avoid vehicle parked in this area as we attend the community

Location Map with Recommended Enhancements (TSC Item: 2023-05)





Location of proposed loading and unloading signage (looking north)



Location of proposed loading and unloading signage (looking east)

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE INSTALLATION OF 32 FEET OF LOADING AND UNLOADING SIGNAGE VALID FRIDAYS FROM 8 A.M. TO 2 P.M. IN FRONT OF “IGLESIA METODISTA LIBRE EMANUEL” CHURCH LOCATED AT 2529 “D” AVENUE.”

WHEREAS, Mr. Joe Mendoza, a representative of the Church “Iglesia Metodista Libre Emanuel” (Church) located at 2529 “D” Avenue, has requested the installation of loading and unloading signage in front of the Church valid Fridays from 8 a.m. to 2 p.m.; and

WHEREAS, Mr. Mendoza stated that Feeding San Diego delivers supplies to the Church every Friday; and

WHEREAS, since the on-street parking spaces in front of the Church are occupied by vehicles, the delivery truck has to park on the adjacent red curb “No Parking” located north of the Church, creating visibility and safety issues for vehicles exiting Orrell Drive and for vehicles traveling northbound on “D” Avenue; and

WHEREAS, Mr. Mendoza stated that the installation of loading and unloading signage in front of the Church would allow the delivery truck to park in front of the Church to facilitate unloading operations and improve safety and visibility for the vehicles traveling by the Church; and

WHEREAS, staff visited the site and verified that the Church is located on the east side of “D” Avenue, north of 26th Street; and

WHEREAS, the Church has one off-street parking lot located on the east side of the Church and two driveway aprons located on the north and south side of the Church at D Avenue; and

WHEREAS, staff measured the curb in front of the Church and determined that there are 32 feet of unrestricted on-street parking and the on-street parking in the area is heavily utilized by residents living in the area; and

WHEREAS, this item was presented to the Traffic Safety Committee on April 12, 2023; and

WHEREAS, staff sent notices to area residents inviting them to the Traffic Safety Committee Meeting and/or contact staff with any questions and no one was in attendance to speak in support of the item.

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

Section 1: That the City Council hereby authorizes the installation of 32 feet of loading and unloading signage valid Fridays from 8 a.m. to 2 p.m. in front of the church “Iglesia Metodista Libre Emanuel” located at 2529 “D” Avenue.

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

PASSED and ADOPTED this 6th day of June, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Engineering and Public Works
Prepared by: Luca Zappiello, Associate Engineer - Civil
Meeting Date: Tuesday, June 6, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Project Close-Out and Notice of Completion for Three CIP Construction Projects.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Accepting the Work Performed by the General Contractors on the Following Three Projects: a) El-Toyon-Las Palmas Bicycle Corridor Project, CIP No. 19-02; b) Roosevelt Smart Growth Corridor Project, CIP No. 19-19; c) Citywide Safe Routes to School Project, CIP No. 19-04; 2) Approving the Final Contract Amounts; 3) Ratifying the Release of Retentions; and 4) Authorizing the Mayor to Sign the Notice of Completion for the Projects."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Staff is recommending the City Council accept the work performed by the general contractors on the following three projects identified below: 1) El Toyon-Las Palmas Bicycle Corridor project, CIP No. 19-02; 2) Roosevelt Smart Growth Corridor project, CIP No. 19-19; 3) Citywide Safe Routes To School project CIP No. 19-04. The construction information for each project is identified in table 1.1, which includes the project construction dates, original contract amount and final contract amount. It should be noted that all of the projects have been completed within the approved contingency identified in the contract award. In addition, staff has attached the project award resolutions and final contract balance of each project to this agenda report.

The total construction cost for these projects is \$4,979,294 which includes the following funding sources: \$4,909,280 of grant funding, \$70,013.39 Gas Tax.

If the City Council accepts the work for all of these projects, staff will file Notices of Completion with the San Diego County Recorder's Office.

1. El Toyon-Las Palmas Bicycle Corridor project, CIP No. 19-02

The project constructed a new bicycle corridor parallel to the east side of I-805 connecting El Toyon Park and Las Palmas Park, improvements along the bicycle corridor included Class II and III bike route pavement markings (sharrows) and signage; pedestrian curb ramps for ADA compliance; traffic calming measures such as pedestrian refuge islands,

corner bulb-outs and pedestrian actuated flashing crosswalk signs; and storm water treatment infiltration areas.

As a result of the satisfactory completion of the project, staff recommends that City Council; 1) accept the work performed by Crest Equipment Inc. for the El Toyon-Las Palmas Bicycle Corridor project, CIP No. 19-02; 2) approve the final contract amount of \$1,441,668.46; 3) ratify the release of retention in the amount of \$36,041.71; and 4) authorize the Mayor to sign the Notice of Completion for the project.

2. Roosevelt Smart Growth Corridor project, CIP No. 19-19

The project enhanced pedestrian and bicycle connections between Naval Base San Diego, the 8th Street Trolley Station, and Downtown National City. The project provided streetscape, lighting, signage, mobility options, urban greening, and parking on the east side of Roosevelt Avenue, between 8th Street and National City Blvd.

As a result of the satisfactory completion of the project, staff recommends that City Council; 1) accept the work performed by Tri-Group Construction and Development, Inc. for the Roosevelt Smart Growth Corridor project, CIP No. 19-19; 2) approve the final contract amount of \$2,244,704.21; 3) ratify the release of retention in the amount of \$62,869.99; and 4) authorize the Mayor to sign the Notice of Completion for the project.

3. Citywide Safe Routes to School project, CIP No. 19-04

The project addressed ADA barriers by providing the following enhancements: 27 high visibility continental crosswalks, 51 ADA accessible ramps with truncated domes, pedestrian crosswalk signs, and approximately 20,000 square feet of sidewalk replacement at locations near elementary schools and Granger Junior High School. The project included the construction of a neighborhood traffic circle at the intersection of Newell Street and E. 20th Street, with traffic calming curb extensions and speed cushions near Las Palmas Elementary School between E. 20th Street and 22nd Street.

As a result of the satisfactory completion of the project, staff recommends that City Council; 1) accept the work performed by Tri-Group Construction and Development, Inc. for the Citywide Safe Routes to School project, CIP No. 19-04; 2) approve the final contract amount of \$1,300,646.44; 3) ratify the release of retention in the amount of \$65,032.32; and 4) authorize the Mayor to sign the Notice of Completion for the project.

No	Projects	CIP	Contractor	Contract Award - Council Resolutions	Start Date	Completion Date	Original Contract Amount	Change Orders	Line Item Adjustment	Final Contract Amount
1	El Toyon-Las Palmas Bicycle Corridor project	19-02	Crest Equipment Inc.	2021-174	1/31/2022	10/21/2022	\$1,281,798.37	\$152,145.02	\$7,725.07	\$1,441,668.46
2	Roosevelt Smart Growth Corridor project	19-19	Tri-Group Construction and Development, Inc.	2020-226	1/19/2021	3/29/2023	\$2,049,491.00	\$127,242.41	\$67,970.80	\$2,244,704.21
3	Citywide Safe Routes to School project	19-04	Tri-Group Construction and Development, Inc.	2019-175	12/1/2021	3/6/2023	\$1,403,820.00	\$53,607.67	-\$156,781.23	\$1,300,646.44

Table 1.1 - Construction Information

FINANCIAL STATEMENT:

The total construction cost for these projects is \$4,979,294, which includes the following funding sources: \$4,909,280 of grant funding, \$70,013.39 Gas Tax. Any remaining unspent project budget allocated from the Gas Tax Fund will return to fund balance.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Transportation Choices and Infrastructure

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Project award resolutions

Exhibit B – Final Contract Balances

Exhibit C – Notice of Completions

Exhibit D – Resolution

RESOLUTION NO. 2021 - 174

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA 1) AWARDED AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT TO CREST EQUIPMENT INC. IN THE NOT-TO-EXCEED AMOUNT OF \$1,281,798.37 FOR THE EL TOYON LAS PALMAS BICYCLE CORRIDOR PROJECT, CIP NO. 19-02; 2) AUTHORIZING A 15% CONTINGENCY FOR \$192,269.76 FOR ANY UNFORESEEN CHANGES

WHEREAS, the for the El Toyon-Las Palmas Bicycle Corridor Project ("Project") includes the construction of a new bicycle corridor parallel to the east side of I-805 connecting El Toyon Park and Las Palmas Park; and

WHEREAS, improvements along the bicycle corridor will include Class II and III bike route pavement markings (sharrows) and signage; pedestrian curb ramps for ADA compliance; traffic calming measures such as pedestrian refuge islands, corner bulb-outs, and pedestrian actuated flashing crosswalk signs; and stormwater treatment infiltration areas; and

WHEREAS, on September 30, 2021, the City of National City ("City") posted the bid solicitation on PlanetBids, a free public electronic bidding system for contractors, and on October 5, 2021, and October 12, 2021, the City advertised in local newspapers; and

WHEREAS, on October 22, 2021, the City received eight (8) bids by the 1:00 p.m. deadline for the Project; and

WHEREAS, Crest Equipment Inc. was the lowest responsive bidder with a total bid amount of \$1,281,798.37; and

WHEREAS, upon review of all documents submitted, City staff determined Crest Equipment Inc. is the lowest responsive bidder qualified to perform the work as described in the Project specifications; and

WHEREAS, City staff recommends awarding a contract to Crest Equipment Inc. in the not-to-exceed amount of \$1,281,798.37; and

WHEREAS, City staff requests City Council authorize the Mayor to execute the contract with Crest Equipment Inc. for the Project; and

WHEREAS, City staff further requests City Council authorize a 15% contingency amount up to \$192,269.76 for any unforeseen conditions that may arise during the 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 El Toyon Las Palmas Bicycle Corridor Project, CIP No. 19-02, to the lowest responsive, responsible bidder, to wit:

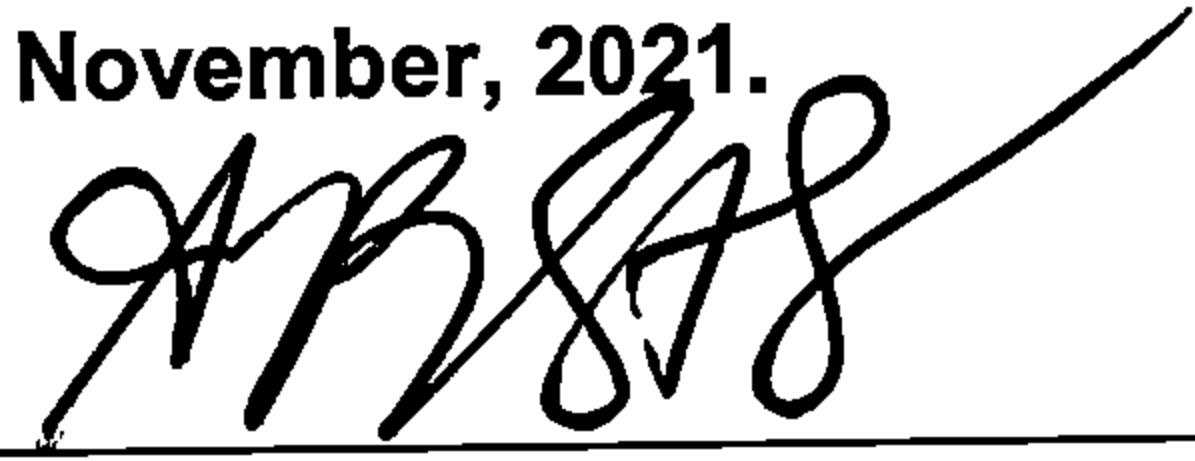
CREST EQUIPMENT INC.

Section 2: Authorizes the Mayor to execute a contract with Crest Equipment Inc. for \$1,281,798.37 for the El Toyon Las Palmas Bicycle Corridor Project, CIP No. 19-02.

Section 3: Authorizes a 15% contingency in the amount of up to \$\$192,269.76 for any unforeseen changes.

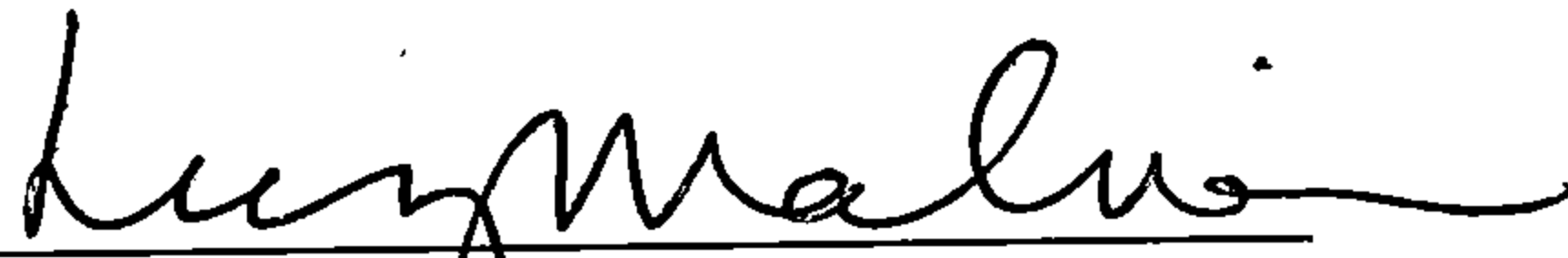
Section 4: The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 16th day of November, 2021.



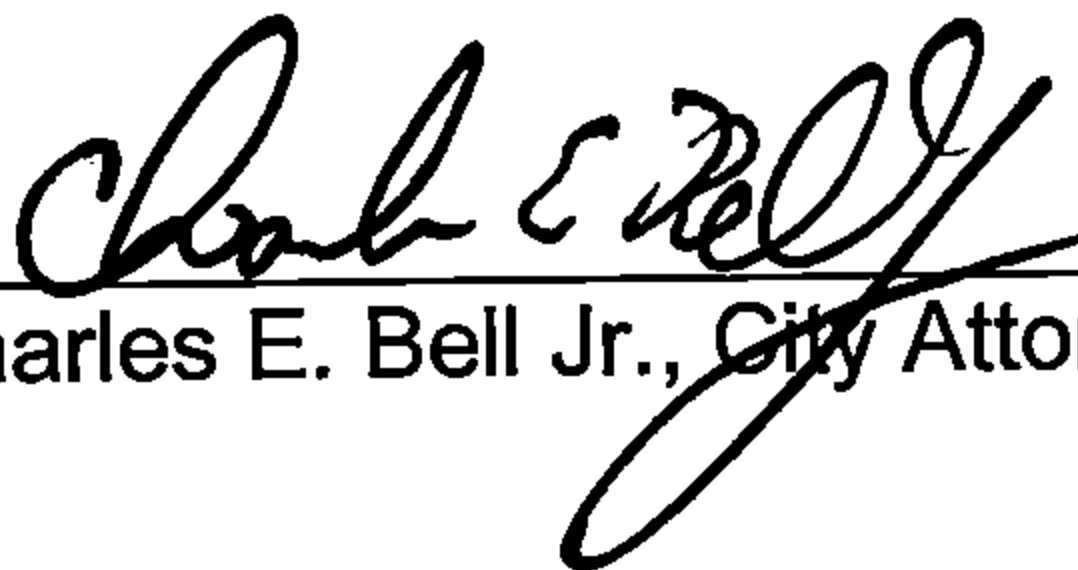
Alejandra Sotelo-Solis, Mayor

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 16, 2021, by the following vote, to-wit:

Ayes: Sotelo-Solis, Rodriguez, Morrison, Rios.

Nays: None.

Absent: Bush

Abstain: None.

AUTHENTICATED BY: ALEJANDRA SOTELO-SOLIS
Mayor of the City of National City, California



Shelley Chapel for
City Clerk of the City of National City, California

BY: Shelley Chapel
Shelley Chapel, MMC, Deputy City Clerk

RESOLUTION NO. 2020 - 226

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AWARDING A CONTRACT TO TRI GROUP CONSTRUCTION AND DEVELOPMENT, INC. IN THE AMOUNT OF \$2,049,491 FOR THE ROOSEVELT SMART GROWTH CORRIDOR PROJECT, CIP NO. 19-19; 2) AUTHORIZING A 25% CONTINGENCY IN THE AMOUNT OF \$512,485 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT

WHEREAS, the Roosevelt Smart Growth Corridor Project, CIP NO. 19-19 ("Project") will enhance pedestrian and bicycle connections between Naval Base San Diego, the 8th Street Trolley Station, and Downtown National City and provide streetscape, lighting, signage, mobility options, urban greening, and parking to the east side of Roosevelt Avenue, between 8th Street and National City Boulevard; and

WHEREAS, the proposed Project is consistent with the adopted Downtown Specific Plan as well as the 2012 and 2005 Downtown Specific Plans; and

WHEREAS, in the fall of 2018, SANDAG awarded the City of National City ("City") a \$2,080,000 grant (\$1,780,000 for Construction and \$300,000 for Design) funded by the TransNet Smart Growth Incentive Program, with a local match requirement of \$625,000; and

WHEREAS, the City Manager executed the SANDAG grant agreement on February 14, 2019; and

WHEREAS, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors, on November 2, 2020, and was advertised in local newspapers on November 4, 2020 and November 11, 2020; and

WHEREAS, the City received five (5) bids Project, on November 24, 2020; and

WHEREAS, Tri-Group Construction and Development, Inc., is the lowest responsive bidder and is qualified to perform the work as described in the Project specifications with a total bid amount of \$2,049,491; and

WHEREAS, City staff recommends awarding a contract to Tri-Group Construction and Development, Inc. in the not-to-exceed amount of \$2,049,491; and

WHEREAS, City staff recommends authorizing a 25% contingency amount up to \$512,485 for any unforeseen conditions that may arise during the Project and for additional paving work on Roosevelt Avenue; and

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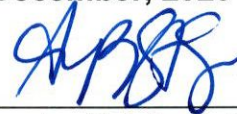
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby awards Roosevelt Smart Growth Corridor Project, CIP No. 19-19, to the lowest responsive, responsible bidder, to wit:

TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC.

BE IT FURTHER RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute on behalf of the City a contract in the amount of \$2,049,491 with Tri-Group Construction and Development, Inc. for Roosevelt Smart Growth Corridor Project, CIP No. 19-19. Said contract is on file in the Office of the City Clerk.

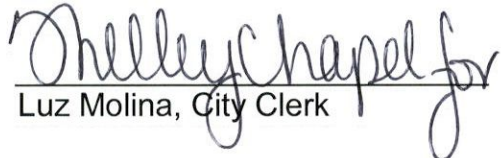
BE IT FURTHER RESOLVED that the City Council authorizes a 25% contingency in the amount of up to \$512,485 for any unforeseen changes for additional paving work on Roosevelt Avenue.

PASSED and ADOPTED this 15th day of December, 2020



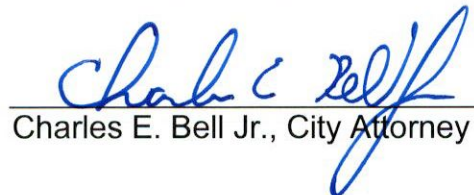
Alejandra Sotelo-Solis, Mayor

ATTEST:


Luz Molina, City Clerk



APPROVED AS TO FORM:


Charles E. Bell Jr., City Attorney

RESOLUTION NO. 2021 - 175

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AWARDING AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT TO TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC. IN THE NOT-TO-EXCEED AMOUNT OF \$1,403,820.00 FOR THE CITYWIDE SAFE ROUTES TO SCHOOL PROJECT, CIP NO. 19-04; AND 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$210,573.00 FOR ANY UNFORESEEN CHANGES

WHEREAS, the National City SRTS Ped Enhancements Project ("Project") improvements are based on barriers identified during a series of comprehensive Walk Audits as part of the City's SMART Foundation Plan; and

WHEREAS, pedestrian barriers identified during the walk audit include: lifted sidewalks, substandard pedestrian curb ramps, and a lack of crosswalks, pedestrian ramps, signage and signals; and

WHEREAS, the Project will address these barriers by providing the following enhancements: twenty-seven (27) high visibility continental crosswalks, fifty-one (51) ADA accessible ramps with truncated domes, pedestrian crosswalk signs, and approximately 20,000 square feet of sidewalk replacement at locations near elementary schools and Granger Junior High School; and

WHEREAS, additional proposed improvements include the construction of a neighborhood traffic circle at the intersection of Newell Street and East 20th Street, with traffic calming curb extensions and speed cushions near Las Palmas Elementary School between East 20th Street and 22nd Street; and

WHEREAS, on September 30, 2021, the City of National City ("City") posted the bid solicitation on PlanetBids, a free public electronic bidding system for contractors, and on October 5, 2021, and October 11, 2021, the City advertised in local newspapers; and

WHEREAS, on October 29, 2021, the City received four (4) bids by the 2:00 p.m. deadline for the Project; and

WHEREAS, Tri-Group Construction and Development, Inc. was the apparent lowest bidder with a total bid amount of \$1,700,000.00; and

WHEREAS, upon review of all documents submitted, City staff determined Tri-Group Construction and Development, Inc. is the lowest responsive bidder qualified to perform the work as described in the Project specifications; and

WHEREAS, City staff recommends awarding a contract to Tri-Group Construction and Development, Inc. in the amount not to exceed \$1,403,820.00; and

WHEREAS, City staff further recommends authorizing a 15% contingency amount up to \$210,573.00 to address any unforeseen conditions that may arise.

///

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

Section 1: Awards the Citywide Safe Routes to School Project, CIP No. 19-04, to the lowest responsive, responsible bidder, to wit:

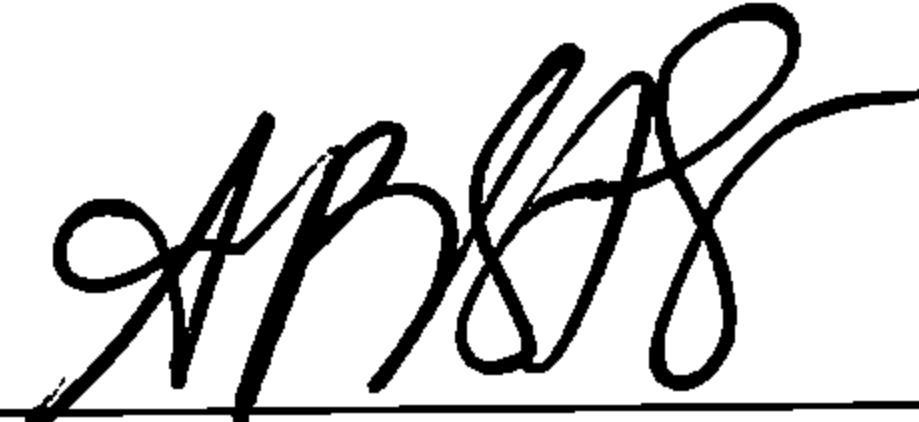
TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC.

Section 2: Authorizes the Mayor to execute a contract for \$1,403,820.00 with Tri-Group Construction and Development, Inc. for the Citywide Safe Routes to School Project, CIP No. 19-04.

Section 3: Authorizes a 15% contingency in the amount of up to \$210,573.00 for any unforeseen changes.

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 16th day of November, 2021.



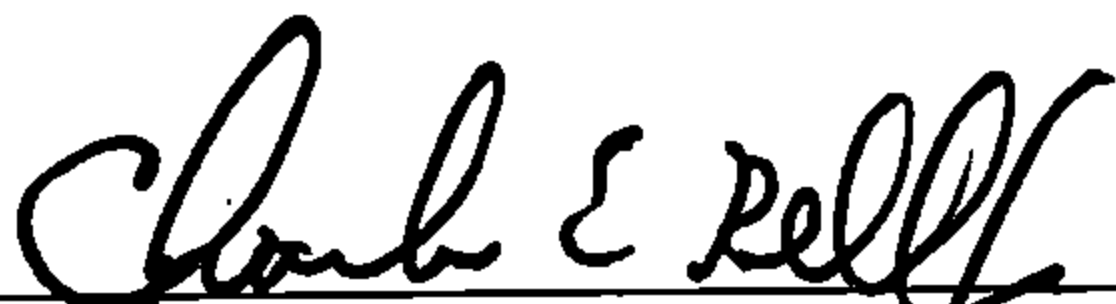
Alejandra Sotelo-Solis, Mayor

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 16, 2021, by the following vote, to-wit:

Ayes: Sotelo-Solis, Rodriguez, Morrison, Rios.

Nays: None.

Absent: Bush

Abstain: None.

AUTHENTICATED BY: ALEJANDRA SOTELO-SOLIS
Mayor of the City of National City, California



Shelley Chapel for
City Clerk of the City of National City, California

BY: Shelley Chapel
Shelley Chapel, MMC, Deputy City Clerk



FINAL CONTRACT BALANCE

DATE: March 30, 2023

PROJECT: El Toyon-Las Palmas Bicycle Corridor, ATPL-5066 (032)
FY 22-23
CIP No. 19-02

TO: Crest Equipment Inc.
13794 Highway 8 Suite 2ad, Suite A
El Cajon, CA 92021

ORIGINAL CONTRACT AMOUNT:	\$ 1,281,798.37
START DATE:	January 31, 2022
COMPLETION DATE:	October 21, 2022
ORIGINAL CONTRACT LENGTH:	140 Working Days
EXTENTION OF WORK DAYS:	31 Working Days
WORKING DAYS SUSPENDED:	17 Working Days
TOTAL CONTRACT TIME:	184 Working Days
FINAL CONTRACT AMOUNT:	\$1,441,668.46.

DESCRIPTION:

The Final Contract Balance reports final line-item amounts and summarizes all change orders to produce a final contract amount.

CHANGE ORDERS AND LINE-ITEM ADJUSTMENTS:

Change Order #1 directed the Contractor to remove previously set forms, resurvey per the new design, regrade and place base as needed and set new forms to the elevations required from the redesign along T Ave. between Sta. 10+80 to 11+73. All work was performed on a T&M basis. This Change Order total amount was **\$ 12,340.94.**

Change Order #2 directed the Contractor to install 2 each 3309 pull boxes per the SDG&E service plans at 18th and Grove and 8th and T. This Change Order total amount was **\$ 2,520.00.**

Change Order #3 directed the Contractor to remove existing sidewalk forms and reinstall new forms for a 6" curb at the NE corner of 18th & Grove to facilitate a design modification. The Contractor was also directed to place a cold mix within the pathway on 18th St for pedestrian safety due to delays caused by the SDGE service order delays. This Change Order total amount was **\$ 1,384.47**

FINAL CONTRACT BALANCE

El Toyon-Las Palmas Bicycle Corridor, ATPL-5066 (032), CIP 19-02

Change Order #4 The City has directed the Contractor to install an additional curb at the back of the sidewalk at the intersection of 18th and Grove and again at various locations along T Ave. south of 4th Ave to accommodate a redesign. The Contractor was required to place this curbing to reduce the potential for water run-off over the city sidewalk. The Contractor placed a total of 71 LF of the monolithic curb at an agreed price of \$58 per LF and 243.5 LF of pin on the curb at an agreed price of \$72 per LF. This Change Order total amount was **\$ 21,650.00.**

Change Order #5 directed the Contractor to install twelve-speed cushions along U Ave. between 4th and Division at four separate locations to replace the existing asphalt speed bumps removed during paving. The new speed cushions met National City Fire's request to facilitate their engine mobility. This Change Order total amount was **\$ 25,291.83.**

Change Order #6 directed the Contractor to remove the dedicated bike lane striping and bike legend, gray the red curb and provide two additional sharrows for SB Grove between 18th and 20th. This Change Order total amount was **\$ 7,748.27.**

Change Order #7 directed the Contractor to install a total of 6 flexible delineators with OM3-R object markers. 3 along the bulb-out at 18th & Grove and 3 on the noses of the protected bike lane at 8th & T Ave. This Change Order total amount was **\$ 4,912.14.**

Change Order #8 The City has directed the Contractor to remove the rock mulch and replace it with stabilized DG at the intersection of 18th & Grove. All related costs have been authorized at the agreed lump sum price listed below. This Change Order total amount was **\$ 22,243.52.**

Change Order #9 directed the Contractor to perform misc. electrical work on a T&M basis. The work consisted of exploring the DLC conduit at Plaza and Grove in an attempt to remove the existing wire, install conduit for the service point at 18th and Grove and 8th and T and complete all other work necessary to energize service points per SDG&E. This Change Order total amount was **\$ 18,966.58**

Change Order #10 directed the Contractor to perform the installation of a new DLC conduit at Plaza and Grove and pull new DLC wire on a T&M basis.

Previous exploratory work determined the existing conduit was inoperable and new conduit had to be installed to pull the additional wire needed for the added loops. All work was tracked on a T&M basis. This Change Order total amount was **\$ 39,187.65.**

Change Order #11 directed the Contractor to complete the additional sidewalk panel replacement at 18th and Grove on a T&M basis as the Contractor was unable to complete this work as originally scheduled due to SDG&E delays. All work was tracked on a T&M basis less the credit for the original contract unit price sidewalk. This Change Order total amount was **\$ 6,230.72.**

Change Order #12 directed the Contractor to install one additional D11-1 traffic sign at the NE corner of 4th and Grove. This Change Order total amount was **\$ 1,072.96.**

Change Order #13 accepted credit from the Contractor for a modified scope of work on Grove between 14th and Plaza. The credit consisted of \$55 per ton (103.147 tons) for the dig-outs performed, a credit of

FINAL CONTRACT BALANCE

El Toyon-Las Palmas Bicycle Corridor, ATPL-5066 (032), CIP 19-02

\$15 per ton (122.742 tons) for the overlay work, and a \$5000 credit for the reduced traffic control scope. This Change Order total credit amount was **\$ 12,514.25**.

Change Order #14 directed the Contractor to pull wire to the final service location. This Change Order total amount was **\$ 1,110.19**.

All Change Orders listed above increased the total contract amount by **\$152,145.02**.

Line item adjustments per the attached FINAL BILLING STATEMENT resulted in an increase of **\$ 7,725.07**.

CONTRACT ADJUSTMENT:

As a result of the above change orders and line-item adjustments, the contract price is adjusted as follows:

1. The contract price with change order and line items is adjusted to **\$1,441,668.46**.
2. A retention in the amount of **\$ 36,041.71** was held until satisfactory completion of said project.

This document and its purpose to balance payment shall be considered full compensation for furnishing and installing the materials, labor, tools and equipment, profit, overhead, and all incidentals for performing the work described above. Portillo Concrete, Inc. will not be entitled to damages or additional payment for delays as described in the 2018 edition of the Standard Specifications for Public Works Construction, Section 6-6.3, for performing the work as described above.



FINAL CONTRACT BALANCE

DATE: April 6, 2023

PROJECT: Roosevelt Smart Growth Corridor Capital Improvement Project
FY 21-23
CIP No. 19-19

TO: Tri-Group Construction and Development, Inc.
9580 Black Mountain Rd., Suite L
San Diego, CA 92126

ORIGINAL CONTRACT AMOUNT:	\$ 2,049,491.00
START DATE:	January 19, 2021
COMPLETION DATE:	March 29, 2023
ORIGINAL CONTRACT LENGTH:	140 Working Days
EXTENTION OF WORK DAYS:	34 Working Days
WORKING DAYS SUSPENDED:	373 Working Days
TOTAL CONTRACT TIME:	547 Working Days
FINAL CONTRACT AMOUNT:	\$2,244,704.21

DESCRIPTION:

The Final Contract Balance reports final line-item amounts and summarizes all change orders to produce a final contract amount.

CHANGE ORDERS AND LINE-ITEM ADJUSTMENTS:

Change Order #1 directed the contractor to remove 11 additional trees identified as follows: 4 trees between 7th and 8th, and 7 additional trees between 3rd and 4th. All trees were completely removed including all stumps and root systems as needed to construct all new improvements within these locations. This Change Order total amount was **\$ 11,573.18**.

Change Order #2 directed the contractor to substitute the originally specified 152 Desert Sand boulders with a Sierra Select boulders. The newly specified boulders included a cost increase. This Change Order total amount was **\$ 1,266.66**

Change Order #3 allowed the city to accept a credit from the contractor to relocate the electrical conduit installation from the originally proposed location in the roadway to the parkway location under the new sidewalk. The credit amount accepted by the city was for an agreed lump sum price. within the pathway on 18th St for pedestrian safety due to delays caused by the SDGE service order delays. This Change Order total credit amount was **\$ 8,484.00**.

FINAL CONTRACT BALANCE

Roosevelt Smart Growth Corridor Capital Improvement Project, CIP 19-19

Change Order #4 directed the contractor to provide new irrigation on the east side of Roosevelt between 7th and 8th due to the removal of the existing trees. The work was completed per the revised KTUA plan and included all asphalt trench repair necessary since the driveway at the Ramada had already been installed. This Change Order total amount was **\$ 12,852.94**

Change Order #5 directed the contractor to provide addition soil testing at various locations on the project site. Three additional tests were requested at various parkway locations to obtain additional soil data for the project. The project specifications only require three initial tests. This Change Order total amount was **\$ 588.00.**

Change Order #6 directed the contractor to relocate the existing 8" storm drain in front of the Studio 6 Hotel and provide a new tie-in point that provided the correct drainage flow and connection point. The contractor also removed the existing bollards along Roosevelt from 7th to the Howard Johnson Hotel that were in the City R/W. This Change Order total amount was **\$ 4,216.07.**

Change Order #7 directed the contractor to add 6 additional bike/arrow markings along the west side of Roosevelt per the revised striping plans between National City Blvd and 8th in the south bound bike lane. This Change Order total amount was **\$ 812.34.**

Change Order #8 directed the contractor to install a service meter pedestal and conduit per the SDG&E WO# 3-408883 at 4th and Roosevelt. The new service was required to feed power to the new irrigation pedestal shown on the project plans. The work included the SDG&E permit fee, all necessary conduit shown on the SDG&E plans and conduit from the service meter to the irrigation pedestal, all necessary pull boxes, and service meter pedestal. This Change Order total amount was **\$ 21,116.56.**

Change Order #9 directed the contractor to dispose of all unknown petromat material encountered on the project along Roosevelt. The city agreed to pay for the added disposal costs. All material was tracked by the project inspector along with the additional disposal costs. Tri-Group submitted all support documentation to substantiate the additional costs through June 1, 2021. This Change Order total amount was **\$ 15,575.72.**

Change Order #10 directed the contractor install additional signage and striping improvements not previously identified on the project plans. This Change Order total amount was **\$ 5,122.22.**

Change Order #11 directed the contractor to install 12 trash receptacles, 6 designated for recycling and 6 regular along the project limits on Roosevelt between National City Blvd. and 8th St. This Change Order total amount was **\$ 24,870.75.**

Change Order #12 directed the contractor to install approximately 480 lf of additional red curb at the bulb-out locations along Roosevelt Ave. at 2nd, 3rd, 4th, 5th, and 7th. This Change Order total amount was **\$ 1,909.00**

Change Order #13 allowed the city to accept a credit proposed from the contractor for acceptance of the modified wall cap. This Change Order total credit amount was **\$ 3,200.00.**

FINAL CONTRACT BALANCE

Roosevelt Smart Growth Corridor Capital Improvement Project, CIP 19-19

Change Order #14 directed the contractor to proceed with constructing a concrete sample with stain to modify the existing site concrete at the boulders along Roosevelt. The sample was constructed off site and made available for city review. This Change Order total amount was **\$ 12,466.42**.

Change Order #15 directed the contractor to proceed with misc. extra work activities during the course of construction such as misc. removals, modified irrigation, resetting of concrete forms, minor parking lot removal and modifications for ADA compliance, added plant installation, bike rack installation, and completion of delayed work due to SDG&E delays. This Change Order total amount was **\$ 23,446.55**.

Change Order #16 directed the contractor to install yellow striping around the boulders to help delineate the pedestrian path of travel. This Change Order total amount was **\$ 3,110.00**.

All Change Orders listed above increased the total contract amount by **\$127,242.41**.

Line item adjustments per the attached FINAL BILLING STATEMENT resulted in an increase of **\$67,970.80**.

CONTRACT ADJUSTMENT:

As a result of the above change orders and line-item adjustments, the contract price is adjusted as follows:

1. The contract price with change order and line items is adjusted to **\$2,244,704.21**.
2. A retention in the amount of **\$ 62,869.99** was held until satisfactory completion of said project.

This document and its purpose to balance payment shall be considered full compensation for furnishing and installing the materials, labor, tools and equipment, profit, overhead, and all incidentals for performing the work described above. Portillo Concrete, Inc. will not be entitled to damages or additional payment for delays as described in the 2018 edition of the Standard Specifications for Public Works Construction, Section 6-6.3, for performing the work as described above.



FINAL CONTRACT BALANCE

DATE: April 18, 2023
PROJECT: Citywide Safe Routes to School, ATPL-5066(025)
FY 21-23
CIP No. 19-04
TO: Tri-Group Construction and Development, Inc.
9580 Black Mountain Rd., Suite L
San Diego, CA 92126

ORIGINAL CONTRACT AMOUNT:	\$ 1,403,820.00
START DATE:	December 1, 2021
COMPLETION DATE:	March 06, 2023
ORIGINAL CONTRACT LENGTH:	90 Working Days
EXTENTION OF WORK DAYS:	46 Working Days
WORKING DAYS SUSPENDED:	178 Working Days
TOTAL CONTRACT TIME:	314 Working Days
FINAL CONTRACT AMOUNT:	\$1,300,646.44

DESCRIPTION:

The Final Contract Balance reports final line-item amounts and summarizes all change orders to produce a final contract amount.

CHANGE ORDERS AND LINE-ITEM ADJUSTMENTS:

Change Order #1 directed the contractor to remove an existing pole & sidewalk in order to install a new 1B pole and foundation with a new pedestrian push button and replace 25SF of sidewalk. This work took place along Newell on the East side of the pedestrian crossing in front of the school. This Change Order total amount was **\$ 6,870.42.**

Change Order #2 directed the contractor to install a new service along the West side of Newell. This Change Order total amount was **\$ 2,498.00**

Change Order #3 agreed to provide the contractor with 23 additional days to complete the project due to a material cement shortage for the concrete and the long lead Filterra unit. The additional days were added to the contract working days with no cost impacts.

FINAL CONTRACT BALANCE

Roosevelt Smart Growth Corridor Capital Improvement Project, CIP 19-19

Change Order #4 directed the contractor to install additional signage, red curb, hash marks, and reflective pavement markers along Newell from 20th to 22nd St. All related costs have been authorized at the agreed lump sum price listed below. This Change Order total amount was **\$ 4,623.71**

Change Order #5 directed the contractor to construct an additional 31LF of C-9 wall and handrail at the NW corner of Newell & 22nd. This Change Order total amount was **\$ 24,136.00.**

Change Order #6 directed the contractor to remove the existing tree located at 2560 E. 24th St. and included complete removal and disposal including stump grind, removal of grindings and compacting grade. This Change Order total amount was **\$ 4,600.00.**

Change Order #7 directed the contractor to apply anti-graffiti coating on the split face masonry block wall constructed at the corner of 22nd and Newell. This Change Order total amount was **\$ 962.88.**

Change Order #8 directed the contractor to install additional striping not originally called for on the project plans. This Change Order total amount was **\$ 8,473.93.**

Change Order #9 directed the contractor to install a 3309 pull box at the SDG&E service point. The pull box was not part of the original plans. This Change Order total amount was **\$ 1,442.70.**

All Change Orders listed above increased the total contract amount by **\$53,607.67.**

Line item adjustments per the attached FINAL BILLING STATEMENT resulted in a decrease of **\$156,781.23.**

CONTRACT ADJUSTMENT:

As a result of the above change orders and line-item adjustments, the contract price is adjusted as follows:

1. The contract price with change order and line items is adjusted to **\$1,300,646.44.**
2. A retention in the amount of **\$ 65,032.32** was held until satisfactory completion of said project.

This document and its purpose to balance payment shall be considered full compensation for furnishing and installing the materials, labor, tools and equipment, profit, overhead, and all incidentals for performing the work described above. Portillo Concrete, Inc. will not be entitled to damages or additional payment for delays as described in the 2018 edition of the Standard Specifications for Public Works Construction, Section 6-6.3, for performing the work as described above.

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:
NAME: CITY OF NATIONAL CITY
ADDRESS: 1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CA 91950

NOTICE OF COMPLETION

CALIFORNIA CIVIL CODE SECTION 3093

NOTICE IS HEREBY GIVEN of the completion on June 6, 2023 of the:
EL TOYON-LAS PALMAS BICYCLE CORRIDOR, CIP NO.19-02

Work of improvement or portion of work of improvement under construction or alteration.

Bicycle Corridor parallel to the east side of I-805 connecting El Toyon Park and Las Palmas Park,
National City, CA 91950

The undersigned owns the following interest or estate in said property:

Owner in fee

Nature of the interest or estate of owner (mortgagor, lessee, etc.)

Said work of improvement was performed on the property pursuant to a contract with

Crest Equipment Inc.

Name of Original Contractor

The following work and material were supplied:

Labor provided: General Laborer, Equipment and Materials for street resurfacing, ADA upgrades,
Class II and Class III bike lanes with signage; pedestrian refuge islands, corner bulb-outs and storm water
treatment infiltration areas.

General statement of kind of labor, services, equipment or materials

The names and addresses of co-owners are: N/A

Joint tenants, tenants in common, or other owners

Dated: June 6, 2023;

Signature of Owner

City of National City, 1243 National City Blvd., National City, CA 91950

I, the undersigned, say: I have read the foregoing Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 6, 2023 at, National City, California.

Signature: _____

RON MORRISON, MAYOR

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:
NAME: CITY OF NATIONAL CITY
ADDRESS: 1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CA 91950

NOTICE OF COMPLETION

CALIFORNIA CIVIL CODE SECTION 3093

NOTICE IS HEREBY GIVEN of the completion on June 6, 2023 of the:
ROOSEVELT SMART GROWTH CORRIDOR, CIP NO.19-19

Work of improvement or portion of work of improvement under construction or alteration.

Roosevelt Ave between 8th St and National City Blvd, National City, CA 91950
Street Address City State Zip Code

The undersigned owns the following interest or estate in said property:

Owner in fee

Nature of the interest or estate of owner (mortgagor, lessee, etc.)

Said work of improvement was performed on the property pursuant to a contract with

Tri-Group Construction and Development, Inc.

Name of Original Contractor

The following work and material were supplied:

Labor provided: General Laborer, Equipment and Materials for street resurfacing, ADA upgrades, signage, landscape, irrigation, lights and corner bulb-outs.

General statement of kind of labor, services, equipment or materials

The names and addresses of co-owners are: N/A

Joint tenants, tenants in common, or other owners

Dated: June 6, 2023; _____

Signature of Owner

City of National City, 1243 National City Blvd., National City, CA 91950

I, the undersigned, say: I have read the foregoing Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 6, 2023 at, National City, California.

Signature: _____

RON MORRISON, MAYOR

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:
NAME: CITY OF NATIONAL CITY
ADDRESS: 1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CA 91950

NOTICE OF COMPLETION

CALIFORNIA CIVIL CODE SECTION 3093

NOTICE IS HEREBY GIVEN of the completion on June 6, 2023 of the:
CITYWIDE SAFE ROUTES TO SCHOOL, CIP NO.19-04

Work of improvement or portion of work of improvement under construction or alteration.

<u>Citywide</u>	<u>National City</u>	<u>CA</u>	<u>91950</u>
Street Address	City	State	Zip Code

The undersigned owns the following interest or estate in said property:

Owner in fee

Nature of the interest or estate of owner (mortgagor, lessee, etc.)

Said work of improvement was performed on the property pursuant to a contract with

Tri-Group Construction and Development, Inc.

Name of Original Contractor

The following work and material were supplied:

Labor provided: General Laborer, Equipment and Materials for street resurfacing, ADA upgrades, signage, signals, new neighborhood traffic circle, traffic calming curb and speed cushions.

General statement of kind of labor, services, equipment or materials

The names and addresses of co-owners are: N/A

Joint tenants, tenants in common, or other owners

Dated: June 6, 2023; _____

Signature of Owner

City of National City, 1243 National City Blvd., National City, CA 91950

I, the undersigned, say: I have read the foregoing Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 6, 2023 at, National City, California.

Signature: _____

RON MORRISON, MAYOR

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ACCEPTING THE WORK PERFORMED BY THE GENERAL CONTRACTORS ON THE FOLLOWING THREE PROJECTS: A) EL TOYON-LAS PALMAS BICYCLE CORRIDOR PROJECT, CIP NO. 19-02; B) ROOSEVELT SMART GROWTH CORRIDOR PROJECT, CIP NO. 19-19; AND C) CITYWIDE SAFE ROUTES TO SCHOOL PROJECT, CIP NO. 19-04; 2) APPROVING THE FINAL CONTRACT AMOUNTS; 3) RATIFYING THE RELEASE OF RETENTIONS; AND 4) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION FOR THE PROJECTS.

WHEREAS, staff is recommending the City Council accept the work performed by the general contractors on the following three projects: 1) El Toyon-Las Palmas Bicycle Corridor project, CIP No. 19-02; 2) Roosevelt Smart Growth Corridor project, CIP No. 19-19; 3) Citywide Safe Routes To School project CIP No. 19-04; and

WHEREAS, all of the projects have been completed within the approved contingency identified in the contract award; and

WHEREAS, the total construction cost for these projects is \$4,979,294 which includes the following funding sources: \$4,909,280 of grant funding, \$70,013.39 Gas Tax; and

WHEREAS, if the City Council accepts the work for all of these projects, staff will file Notices of Completion with the San Diego County Recorder's Office; and

WHEREAS, the El Toyon-Las Palmas Bicycle Corridor project, CIP No. 19-02, constructed a new bicycle corridor parallel to the east side of I-805 connecting El Toyon Park and Las Palmas Park, improvements along the bicycle corridor included Class II and III bike route pavement markings (sharrows) and signage; pedestrian curb ramps for ADA compliance; traffic calming measures such as pedestrian refuge islands, corner bulb-outs and pedestrian actuated flashing crosswalk signs; and storm water treatment infiltration areas; and

WHEREAS, as a result of the satisfactory completion of the project, staff recommends that City Council; 1) accept the work performed by Crest Equipment Inc. for the El Toyon-Las Palmas Bicycle Corridor project, CIP No. 19-02; 2) approve the final contract amount of \$1,441,668.46; 3) ratify the release of retention in the amount of \$36,041.71; and 4) authorize the Mayor to sign the Notice of Completion for the project; and

WHEREAS, The Roosevelt Smart Growth Corridor project, CIP No. 19-19 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 on the east side of Roosevelt Avenue, between 8th Street and National City Blvd; and

WHEREAS, as a result of the satisfactory completion of the project, staff recommends that City Council; 1) accept the work performed by Tri-Group Construction and Development, Inc. for the Roosevelt Smart Growth Corridor project, CIP No. 19-19; 2) approve the final contract amount of \$2,244,704.21; 3) ratify the release of retention in the amount of \$62,869.99; and 4) authorize the Mayor to sign the Notice of Completion for the project; and

WHEREAS, the Citywide Safe Routes to School project, CIP No. 19-04 addressed ADA barriers by providing the following enhancements: 27 high visibility continental crosswalks, 51 ADA accessible ramps with truncated domes, pedestrian crosswalk signs, and approximately 20,000 square feet of sidewalk replacement at locations near elementary schools and Granger Junior High School, additional improvements included the construction of a neighborhood traffic circle at the intersection of Newell Street and E. 20th Street, with traffic calming curb extensions

and speed cushions near Las Palmas Elementary School between E. 20th Street and 22nd Street; and,

WHEREAS, As a result of the satisfactory completion of the project, staff recommends that City Council; 1) accept the work performed by Tri-Group Construction and Development, Inc. for the Citywide Safe Routes to School project, CIP No. 19-04; 2) approve the final contract amount of \$1,300,646.44; 3) ratify the release of retention in the amount of \$65,032.32; and 4) authorize the Mayor to sign the Notice of Completion for the project.

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

Section 1: That the City Council hereby 1) accepts the work performed by Crest Equipment Inc. for the El Toyon-Las Palmas Bicycle Corridor project, CIP No. 19-02; 2) approves the final contract amount of \$1,441,668.46; 3) ratifies the release of retention in the amount of \$36,041.71; and 4) authorizes the Mayor to sign the Notice of Completion for the project.

Section 2: That the City Council hereby: 1) accepts the work performed by Tri-Group Construction and Development, Inc. for the Roosevelt Smart Growth Corridor project, CIP No. 19-19; 2) approves the final contract amount of \$2,244,704.21; 3) ratifies the release of retention in the amount of \$62,869.99; and 4) authorizes the Mayor to sign the Notice of Completion for the Roosevelt Smart Growth Corridor project, CIP No. 19-19.

Section 3: That the City Council hereby: 1) accepts the work performed by Tri-Group Construction and Development, Inc. for the Citywide Safe Routes to School project, CIP No. 19-04; 2) approves the final contract amount of \$1,300,646.44; 3) ratifies the release of retention in the amount of \$65,032.32; and 4) authorizes the Mayor to sign the Notice of Completion for the Citywide Safe Routes to School project, CIP No. 19-04.

Section 4: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 6th day of June, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Community Development - Neighborhood Services
Prepared by: Dionisia Trejo, Administrative Secretary
Meeting Date: Tuesday, June 6, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Temporary Use Permit – Sub-Creation Hosted by Faith Chapel at Kimball Park on June 17, 2023, from 1 p.m. to 5 p.m. with No Waiver of Fees.

RECOMMENDATION:

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

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

This is a request from Faith Chapel to conduct Sub-Creation event at Kimball Park on June 17, 2023 from 1 p.m. to 5 p.m. Set up for the event will commence at 11 a.m. on the day of the event. This free event will include a skate competition, live music, food and face painting.

Note: This is the first time this organization has requested a Temporary Use Permit.

FINANCIAL STATEMENT:

City fee of \$312.00 for processing the TUP through various City departments and \$211.00 for the Fire Inspection.
Total Fees \$523.00

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – TUP Sub-Creation
Exhibit B – Conditions of Approval TUP Sub-Creation



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

Special Event Application

Type of Event

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

Event Name & Location

Event Title SUB-CREATION
Event Location (list all sites being requested) KIMBALL PARK (SKATE PARK AREA)

Event Times

Set-Up Starts Date JUNE 17, 2023 Time 11:00 AM Day of Week SATURDAY
Event Starts Date JUNE 17, 2023 Time 1:00 PM Day of Week SATURDAY
Event Ends Date JUNE 17, 2023 Time 5:00 PM Day of Week SATURDAY
Breakdown Ends Date JUNE 17, 2023 Time 7:00 PM Day of Week SATURDAY

Applicant Information

Applicant (Your name) ISAAC AMIRIAN Sponsoring Organization FAITH CHAPEL
Event Coordinator (if different from applicant) ISAAC AMIRIAN
Mailing Address
Day Phone After Hours Phone Cell Fax
Public Information Phone E-mail

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: [Redacted] Date 3/27/2023

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.

\$2500

\$ Estimated Expenses for this event.

0

\$ 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:

A SUMMER ARTS/TALENT EVENT FOR THE COMMUNITY, SUB-CREATION WILL BE A FREE,

FAMILY-FRIENDLY EVENT FOR THE COMMUNITY, CENTERED AROUND A SKATE

COMPETITION WITH CASH/PRIZES, AND A SHOWCASE OF LOCAL BANDS AND MUSIC

ARTISTS. ADDITIONAL FEATURES LIKE A BBQ, FACE-PAINTING, ETC. WILL ALL BE AT NO

COST.

Estimated Attendance

Anticipated # of Participants: 60 Anticipated # of Spectators: 400-500 MAX

Traffic Control, Security, First Aid and Accessibility

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

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

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

Other (explain) _____

Requesting to post "no parking" notices? Yes No

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

Other (explain) _____

Security and Crowd Control

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

Please describe your procedures for both Crowd Control and Internal Security: SOME OF OUR TEAM
ARE CERTIFIED SECURITY GUARDS AND WILL BE DESIGNATED TO KEEP THE AREA SAFE
AND SECURE. EVENTS WILL BE OUTSIDE AND SPACED TO AVOID CONGESTION.

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 an additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.

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

First Aid

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

First aid station to be staffed by professional company. ► Company _____

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

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:
EVENT WOULD TAKE PLACE IN A LEVEL AREA ADJACENT TO THE SKATE PARK, WITH

DIRECT SIDEWALK ACCESS.

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)
20X10 RISER

Applicant providing own stage ► _____(Dimensions)

Setting up canopies or tents?

6 # of canopies size 10X10

N/A # of tents size _____

No canopies/tents being set up

Setting up tables and chairs?

Furnished by Applicant or Contractor

6 _____ # of tables No tables being set up

10 _____ # of chairs No chairs being set up

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

_____ # of tables No tables being set up

_____ # of chairs No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

Setting up other equipment?

Sporting Equipment (explain) _____

Other (explain) _____

Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes No

PA System for announcements CD player or DJ music

Live Music ▶ Small 4-5 piece live band ▶ Large 6+ piece live band
5-7 INDEPENDENT LOCAL ARTISTS/BANDS

Other (explain) _____
MANAGED BY ORGANIZATION/APPLICANT

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

▶ _____
Address City/State Phone Number

Using lighting equipment at your event? Yes No

Bringing in own lighting equipment

Using professional lighting company ▶ Company Name _____

Address City/State Phone Number

Using electrical power? Yes No

Using Kimball Park Bowl Lighting (from _____ to _____)

Using on-site electricity For sound and/or lighting For food and/or refrigeration

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

Vendor Information

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

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

Vendors preparing food on-site ▶ # _____ ▶ Business License # _____
FREE HOT DOGS GRILLED

If yes, please describe how food will be served and/or prepared: _____
ON OUTDOOR PROPANE STOVE/GRILL AND INDIVIDUAL BOTTLED DRINKS AND CHIPS

If you intend to cook food in the event area please specify the method:
 GAS ELECTRIC CHARCOAL OTHER (Specify): _____

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

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

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

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

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

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

▶ Explain services _____

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

▶ Explain type(s) of information _____

No selling or informational vendors at event

Having children activities? Yes No

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

Inflatable bouncer house # _____ Rock climbing wall Height _____

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

Carnival Rides _____ Other _____

Having fireworks or aerial display? Yes No

Vendor name and license # _____

Dimensions _____ Duration _____

Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$602.00

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 _____
2X3 STANDING SIGNS

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

Yes, we will have banners # _____
EVENT NAME, SKATE COMP. SIGN-UP INFORMATION

What will signs/banners say? _____
ZIP TIES/GROMMETS

How will signs/banners be anchored or mounted? _____
AS NEAR TO SKATEPARK AS POSSIBLE

Location of banners/signage _____

Waste Management

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

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

If yes, please identify the following:

▶ Total number of portable toilets: _____

▶ Total number of ADA accessible portable toilets: _____

Contracting with portable toilet vendor. ▶ _____
Company Phone
▶ Load-in Day & Time _____ ▶ Load-out Day & Time _____

Portable toilets to be serviced. ▶ Time _____

Set-up, Breakdown, Clean-up

Setting up the day before the event?

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

No, set-up will occur on the event day

Requesting vehicle access onto the turf?

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

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

NPDES-Litter Fence

City to install litter fence

Applicant to install litter fence

N/A

Breaking down set-up the day after the event?

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

No, breakdown will occur on the event day.

How are you handling clean-up?

Using City crews

Using volunteer clean-up crew during and after event.

Using professional cleaning company during and after event.

Miscellaneous

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

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



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: <u>SUB-CREATION</u>	
Event Address: <u>Kimball Park Skatepark Area</u>	Expected # of Attendees: <u>300-500</u>
Event Host/Coordinator: <u>Isaac Amirian</u>	Phone Number: <u>951-834-2738</u>

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: <u>6</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>3</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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Do all storm drains have screens to temporarily protect trash and debris from entering?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are spill cleanup kits readily available at designated spots?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

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

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950
Faith Chapel San Diego

Organization: _____

Person in Charge of Activity: Isaac Amirian

Telephone: _____ Date(s) of Use: _____

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: _____
Faith Chapel San Diego
Official Title: _____ Date: 4/12/2023

For Office Use Only

Certificate of Insurance Approved _____ Date _____

City of National City BUSINESS TAX CERTIFICATE



2023

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

"For Services Provided in National City, California Only"

Business Name FAITH CHAPEL
Business Location 9400 CAMPO RD
SPRING VALLEY, CA 91977-1202
Business Owner(s) MACARTHUR JEFF

Business Type Exempt / Non-Profit
Account Number 09052400
Effective Date April 13, 2023
Expiration Date December 31, 2023

FAITH CHAPEL
9400 CAMPO RD
SPRING VALLEY, CA 91977-1202

City Manager

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

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

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

FAITH CHAPEL

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

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

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

If you have a fixed place of business within the National City, please display the Business Tax Certificate below in a conspicuous place at 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 SUPPO
CENTER
8839 N CEDAR AVE #212



City of National City BUSINESS TAX CERTIFICATE

FAITH CHAPEL
9400 CAMPO RD
SPRING VALLEY, CA 91977-1202

Account Number: 09052400
Date of Issue: 04/13/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/11/2023

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 License # 0E77991 ChurchWest Insurance Services (ACG) 201 Cajon Street Redlands, CA 92373	CONTACT NAME: Jenniffer Jerez Delgado	
	PHONE (A/C, No, Ext): (800) 843-6054	FAX (A/C, No): (909) 307-1245
E-MAIL ADDRESS: jennifer@churchwest.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Brotherhood Mutual Insurance		13528
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 Faith Chapel
 c/o HR/Finance Department
 9400 Campo Road
 Spring Valley, CA 91977

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 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		04MLA0393964	9/1/2022	9/1/2023	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 6,000,000
							PRODUCTS - COMP/OP AGG	\$ 6,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Community Outreach Event on June 10th, 2023 at Kimble Park. 49 E. 16th, Street. National City 91950 with approximately 500-700 people. The City of National City, its officials, agents, and employees are named as additional insured.

CERTIFICATE HOLDER Risk Management Dept. City of National City 1243 National City Blvd. National City, CA 91950	CANCELLATION 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 <i>Andree Rodriguez</i>
--	---

This Liability Coverage Endorsement is subject to the **terms** of the applicable Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11). Only one liability coverage will apply to an **occurrence** and any **related loss**. This endorsement is attached to and made part of the policy.

THIS INSURANCE ENDORSEMENT FORMS PART OF YOUR POLICY CONTRACT.
PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT ADDITIONAL CONDITION

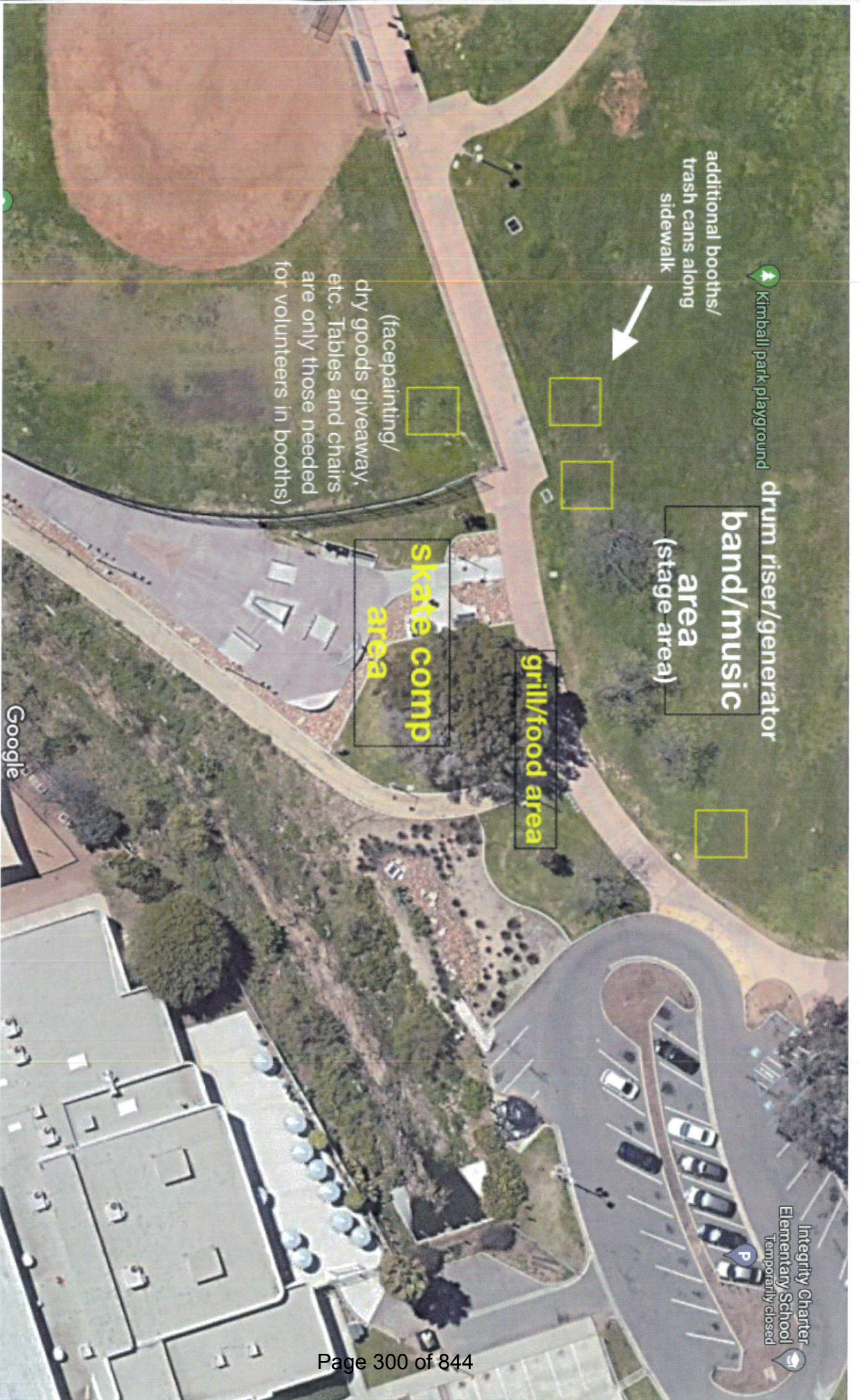
ADDITIONAL CONDITION

The following additional condition is added to the Conditions section of the Liability and Medical Coverage Form (BGL-11):

Additional Insureds: With respect to any person or entity shown on the **declarations** as an Additional Insured or who is otherwise designated by the Named Insured and recognized by **us** as an Additional Insured, **we** will provide Principal Coverage L of the Commercial Liability Coverage Form (GL-100) to such Additional Insured (they will be considered an **insured** for Principal Coverage L), but only to the extent that such person or entity is legally liable for the acts of **you, your leader, your employee, or your appointed person**. Such coverage will be limited to that which is specifically provided by Principal Coverage L, and will be strictly subject to the **terms** of this policy. No coverage will apply to any independent acts, errors, or omissions of an Additional Insured.

OTHER PROVISIONS

All other provisions of the applicable Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11) remain unchanged



3 10x10,

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

SPONSORING ORGANIZATION: Faith Chapel

EVENT: Sub-Creation

DATE OF EVENT: June 17, 2023

APPROVALS:

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

CONDITIONS OF APPROVAL:

RISK MANAGER (619) 336-4370

Risk Management has reviewed the above-captioned request for the issuance of a Temporary Use Permit. All the insurance requirements were met, and the following documents were provided with the Temporary Use Permit application:

- A valid copy of the Certificate of Liability Insurance.
- The insurance policy has a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) for each occurrence and \$2,000,000.00 (TWO MILLION DOLLARS) in aggregate that would cover the date and location of the event.
- The applicant provided a separate additional insured endorsement wherein it notes the additional insured as “The City of National City, its officials, agents, employees, and volunteers.”
- The insurance company issuing the insurance policy has an A.M. Best’s Guide Rating of A: VII; the insurance company is a California-admitted company.
- The Certificate Holder reflects:
 City of National City
 c/o Risk Manager
 1243 National City Boulevard
 National City, CA. 91950-4397

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.

PUBLIC WORKS (619)366-4580

Streets Division

No involvement

Facilities Division

No comments received

Parks Division

No comments received

POLICE DEPARTMENT

No comments received

ENGINEERING

No comments

COMMUNITY SERVICES

No comments received

FINANCE

No comments received

COMMUNITY DEVELOPMENT

Planning

1. All activities shall comply with Table III of Title 12 (Noise).
2. Speakers shall face away from nearby residential properties.

Building

No comments received

Neighborhood Services

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

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

FIRE (619) 336-4550

Fire department inspection will be required on 6/17/23 at a cost of \$211.00

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

- 1) Emergency services access to be maintained at all times
- 2) Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 14 feet
- 3) Fire Hydrants shall not be blocked or obstructed at any time
- 4) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s)
- 5) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s)
- 6) BBQ may not be placed under pop up (10x10) canopy, if canopy is not approved for cooking application... California State Fire Marshal
- 7) Provide a 2A:10BC fire extinguisher at STAGE and at BBQ. Extinguishers to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher.

- 8) 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. Please see Fire Department for direction.** Certificate of State Fire Marshal flame resistancy shall be provided to the National City Fire Department if applicable. Fees can only be waived by City Council

Canopies:

0 – 400 sf -	\$0
401 – 500 sf -	\$250.00
501 – 600 sf -	\$300.00
601 – 700 sf -	\$400.00

Tents:

0 –200 sf -	\$200.00
201 – (+) sf -	\$400.00

- 9) Fire Department access into and through the booth areas are to be maintained at all times
- 10) Internal combustion power sources that may be used for inflatable rides shall be of adequate capacity to permit uninterrupted operation during normal operating hours. **Refueling shall be conducted only when the ride is not in use**
- 11) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure. Internal combustion power shall be at least 20 feet away from the ride
- 12) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" Only
- 13) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event to include all cooking areas etc
- 14) Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of two hundred (\$211.00) dollars
- 15) First Aid will be provided by organization



AGENDA REPORT

Department: Administrative Services/Finance
Prepared by: Kecia Carrasco, Accountant
Meeting Date: Tuesday, June 6, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Investment Report for the quarter ended December 31, 2022.

RECOMMENDATION:

Accept and File the Investment Report for the Quarter ended December 31, 2022.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

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

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

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

OVERVIEW OF CITY INVESTMENTS

The City's pooled investment portfolio balance as of December 31, 2022 is summarized below and compared to the balance as of December 31, 2021.

Table 1

	12/31/2022	12/31/2021
Book Value ¹	\$ 113,172,340	\$ 86,225,867
Market Value ²	\$ 109,104,483	\$ 86,064,017

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 divided among and managed by three entities: Chandler Asset Management with 32.48% of the total, the California Treasurer's Local Agency Investment Fund (LAIF) with 35.02%, and the San Diego County Treasurer's

Pooled Money Fund (“San Diego County Pool”) with 32.51%. The San Diego County Pool and LAIF are liquid investment pools that allow participants to earn market rate returns, while retaining access to funds within 24 to 48 hours of a withdrawal request with no penalty. The City’s assets managed by Chandler Asset Management may be liquidated and withdrawn at any time. However, these investments likely do not provide the short liquidity (i.e., quick access to funds) of the pooled money funds, and liquidation of these investments is at the risk of loss and/or penalty to the City.

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

INVESTMENT PORTFOLIO SUMMARY BY ISSUER/MANAGER

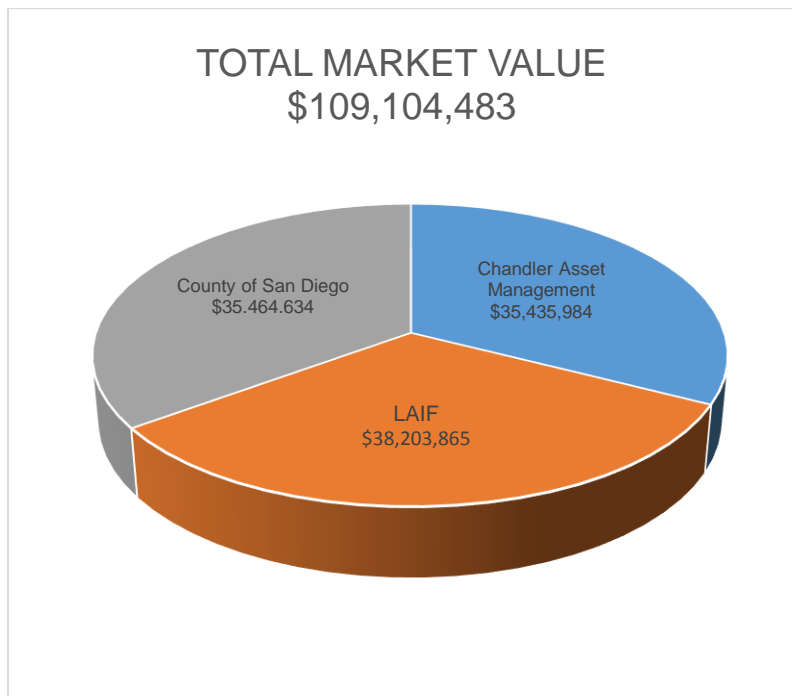
As of December 31, 2022

Table 2

Issuer/Manager	Book Value	Total Market Value ¹	Market YTM	% of Portfolio
Chandler Asset Management	37,584,716	35,435,984	4.52%	32.48%
County of San Diego	36,874,604	35,464,634	2.97%	32.51%
Local Agency Investment Fund	38,713,020	38,203,865 ²	2.17%	35.02%
Totals for December 31, 2022	\$113,172,340	\$109,104,483		100.00%

¹ includes accrued interest

² includes LAIF participation factor of 0.981389258



INVESTMENT PERFORMANCE BY ISSUER/MANAGER

For the Quarter Ended December 31, 2022

Table 3 **Total Market Value¹**

Issuer/Manager	12/31/2022	9/30/2022	Change	Period Return	Yield (Net) ³
Chandler Asset Management	\$35,435,984	\$35,083,260	\$352,724	1.03%	NA
County of San Diego	\$35,464,634	\$34,989,149	475,485	1.35%	5.50%
Local Agency Investment Fund	\$38,203,865	\$41,893,855	(\$3,689,990)	0.52%	2.11%
Totals for December 31, 2022	\$109,104,483	\$111,966,264	(\$2,861,781)²	0.95%⁴	

¹ includes accrued interest

² total includes deposits and (withdrawals) of: 11/10/2022 (\$4,000,000)

³ annualized

⁴ weighted

Economic Update:

“Market volatility has intensified as investors weigh the probabilities of a hard or soft economic landing. The strong labor market has helped sustain economic growth, and inflation remains significantly higher than the Federal Reserve’s target. Financial conditions have eased, and credit spreads have narrowed. Geopolitical risks remain as the Russia/Ukraine war persists and China reopens, while domestically the debt ceiling risk has emerged. After a robust January labor report, strong consumer spending, and higher than expected inflation, interest rate moves and the market consensus have converged with the Fed’s outlook for higher rates for a longer period. We believe the Fed will continue to raise rates and maintain a higher terminal rate for an extended period until inflation reaches the Fed’s target range.

As expected at the February 1st meeting, the Federal Open Market Committee (FOMC) raised the fed funds target rate by 25 basis points to a range of 4.50 - 4.75%, in a continuing downshift from previous hikes. The decision was unanimous and the statement reflects inflation is easing “somewhat.” The sentiment was hawkish, indicating that the extent of “ongoing increases” in the fed funds rate will be data dependent. We believe the FOMC will continue to implement tighter monetary policy at a slower pace and hold rates at restrictive levels for some time until inflationary pressures subside and remain in the Fed’s target range.

In January, the yield curve inversion widened. The 2-year Treasury yield decreased 23 basis points to 4.20%, the 5-year Treasury yield decreased 39 basis points to 3.62%, and the 10-year Treasury yield declined 37 basis points to 3.51%. The inversion between the 2-year Treasury yield and 10-year Treasury yield increased to -69 basis points at January month-end versus -55 basis points at December month-end. The spread was a positive 60 basis points one year ago. The inversion between 3-month and 10-year treasuries increased to -115 basis points in January from -50 basis points in December. The year 2022 saw a dramatic shift in the Federal Reserve’s policy from highly accommodative to aggressive tightening, resulting in significantly higher rates and an inverted yield curve. The shape of the yield curve indicates that the probability of recession is increasing.”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 \$396,987. 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	\$ 44,718
County of San Diego	140,947
LAIF	211,323
Totals for December 31, 2022	\$ 396,987

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.

FINANCIAL STATEMENT:

Not Applicable.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable.

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A - Investment Reports



City of National City

MONTHLY ACCOUNT STATEMENT

DECEMBER 1, 2022 THROUGH DECEMBER 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	2.26
Average Coupon	1.47%
Average Purchase YTM	1.40%
Average Market YTM	4.52%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.49 yrs
Average Life	2.40 yrs

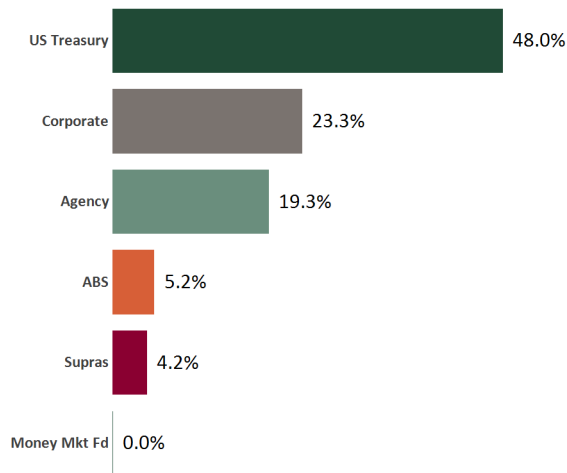
ACCOUNT SUMMARY

	Beg. Values as of 11/30/22	End Values as of 12/31/22
Market Value	35,288,367	35,301,712
Accrued Interest	110,607	134,272
Total Market Value	35,398,973	35,435,984
Income Earned	42,709	44,718
Cont/WD		-2,513
Par	37,459,457	37,472,306
Book Value	37,574,867	37,584,716
Cost Value	37,574,867	37,584,716

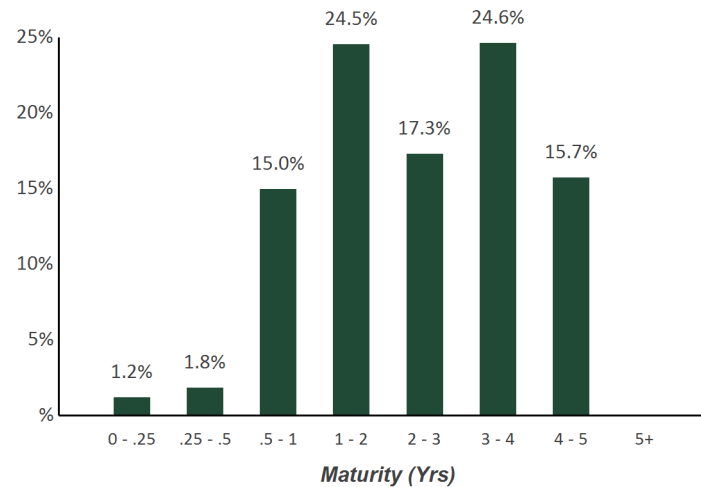
TOP ISSUERS

Government of United States	48.0%
Federal Home Loan Mortgage Corp	8.8%
Federal National Mortgage Assoc	6.6%
Federal Home Loan Bank	3.9%
Berkshire Hathaway	2.3%
Intl Bank Recon and Development	2.1%
Deere & Company	1.9%
Apple Inc	1.8%
Total	75.3%

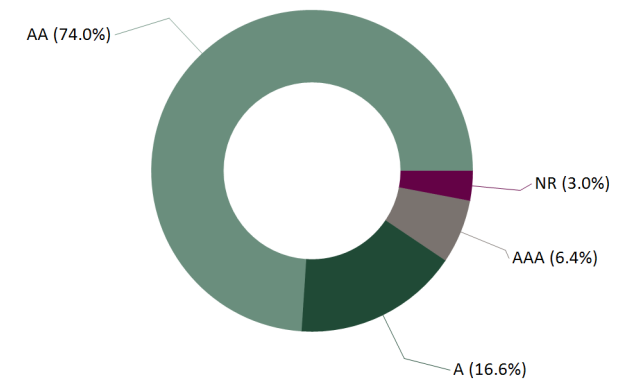
SECTOR ALLOCATION



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	0.11%	1.03%	-4.66%	-4.66%	-2.60%	-0.70%	0.68%	0.68%	0.69%	
ICE BofA 1-5 Yr US Treasury & Agency Index*	0.07%	0.94%	-5.25%	-5.25%	-2.93%	-0.96%	0.44%	0.50%	0.51%	

*ICE BofA 1-3 Yr US Treasury & Agency Index to 12/31/2021

Statement of Compliance

As of December 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, Asset Backed Securities, and Collateralized Mortgage Obligations	"AA" rating category or better by a NRSRO; 20% max	Complies
Negotiable Certificates of Deposit	"A" long-term debt rated or higher by at least two NRSROs; and/or "A1" short-term debt rated or higher by at least two NRSROs; 30% max (including CDARS); 5% max per issuer	Complies
Certificate of Deposit Placement Service (CDARS)	30% max (combination of Certificates of Deposit, including CDARS)	Complies
FDIC insured Time Deposits/ Certificates of Deposit	Non-Negotiable Certificates of Deposit in state or federally chartered banks, savings and loans, or credit unions; The amount per institution is limited to maximum covered under FDIC; 30% max combined certificates of deposit including CDARS	Complies
Banker's Acceptances	"A-1" short-term debt rated or higher by at least two NRSROs; and "A" long-term debt rated by two NRSROs; 40% max; 5% max per issuer; 180 days max maturity	Complies
Commercial Paper	"A-1" short-term rated or higher by at least two NRSROs; and "A" long-term debt rated by two NRSROs; 25% max; 5% max per issuer; 270 days max maturity; Issuer is a corporation organized and operating in the U.S. with assets > \$500 million	Complies
Money Market Mutual Funds	20% max in Money Market Mutual Funds; Registered with SEC under Investment Company Act of 1940 and funds meet either of the following criteria: (i) Highest rating by two NRSROs; or (ii) Retained an investment adviser registered or exempt from SEC registration with > 5 years experience managing money market mutual funds with AUM >\$500 million	Complies
Local Agency Investment Fund (LAIF)	Maximum permitted amount in LAIF; Not used by investment adviser	Complies
Local Government Investment Pool (LGIP)	San Diego County Investment Pool	Complies
Prohibited Securities	Any investment not specifically described in the policy; Inverse floaters; Ranges notes, Mortgage-derived interest-only strips; Zero interest accrual securities if held to maturity; Trading securities for the sole purpose of speculating on the future direction of interest rates; Purchasing or selling securities on margin; Reverse repurchase agreements; Securities lending or any other form of borrowing or leverage; Foreign currency denominated securities	Complies
Callable Securities	20% maximum (does not include "make whole call" securities)	Complies
Maximum Issuer	5% max per issuer, except as noted in Section VIII of the investment policy	Complies
Duration	Approximately equal to duration of the benchmark	Complies
Maximum maturity	5 years	Complies

Reconciliation Summary

As of December 31, 2022



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$37,574,866.72
Acquisition		
+ Security Purchases	\$756,971.88	
+ Money Market Fund Purchases	\$110,557.93	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$867,529.81
Dispositions		
- Security Sales	\$591,282.00	
- Money Market Fund Sales	\$167,698.67	
- MMF Withdrawals	\$2,513.08	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$87,497.17	
Total Dispositions		\$848,990.92
Amortization/Accretion		
+/- Net Accretion	\$0.00	
		\$0.00
Gain/Loss on Dispositions		
+/- Realized Gain/Loss	(\$8,689.60)	
		(\$8,689.60)
ENDING BOOK VALUE		\$37,584,716.01

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$68,648.33
Acquisition		
Contributions	\$0.00	
Security Sale Proceeds	\$591,282.00	
Accrued Interest Received	\$337.50	
Interest Received	\$22,717.21	
Dividend Received	\$343.55	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$87,497.17	
Total Acquisitions	\$702,177.43	
Dispositions		
Withdrawals	\$2,513.08	
Security Purchase	\$756,971.88	
Accrued Interest Paid	\$2,346.29	
Total Dispositions	\$761,831.25	
ENDING BOOK VALUE		\$8,994.51



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
FIXED INCOME						
023135BW5	Amazon.com Inc Note 0.45% Due 05/12/2024	05/10/2021 05/12/2021 255,000.00	254,627.70 0.00 0.00 254,627.70	60.56 0.00 156.19 95.63	0.00 0.00 0.00 95.63	95.63
023135CF1	Amazon.com Inc Callable Note Cont 3/13/2027 3.3% Due 04/13/2027	04/11/2022 04/13/2022 205,000.00	204,577.70 0.00 0.00 204,577.70	902.00 0.00 1,465.75 563.75	0.00 0.00 0.00 563.75	563.75
037833EB2	Apple Inc Callable Note Cont 1/8/2026 0.7% Due 02/08/2026	01/13/2022 01/18/2022 700,000.00	677,908.00 0.00 0.00 677,908.00	1,538.06 0.00 1,946.39 408.33	0.00 0.00 0.00 408.33	408.33
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 03/25/2025	01/11/2022 01/19/2022 120,000.00	119,982.06 0.00 0.00 119,982.06	22.00 110.00 22.00 110.00	0.00 0.00 0.00 110.00	110.00
06368FAC3	Bank of Montreal Note 1.25% Due 09/15/2026	11/18/2021 11/22/2021 500,000.00	491,120.00 0.00 0.00 491,120.00	1,319.44 0.00 1,840.28 520.84	0.00 0.00 0.00 520.84	520.84
06406RAX5	Bank of NY Mellon Corp Callable Note Cont 9/25/2024 0.85% Due 10/25/2024	12/15/2021 12/17/2021 500,000.00	495,325.00 0.00 0.00 495,325.00	425.00 0.00 779.17 354.17	0.00 0.00 0.00 354.17	354.17
084664CZ2	Berkshire Hathaway Callable Note Cont 2/15/2027 2.3% Due 03/15/2027	03/07/2022 03/15/2022 430,000.00	429,918.30 0.00 0.00 429,918.30	2,087.89 0.00 2,912.06 824.17	0.00 0.00 0.00 824.17	824.17
084670BR8	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 03/15/2023	08/26/2019 08/28/2019 400,000.00	412,068.00 0.00 0.00 412,068.00	2,322.22 0.00 3,238.89 916.67	0.00 0.00 0.00 916.67	916.67
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	09/08/2021 09/15/2021 97,461.58	99,989.68 0.00 2,538.16 97,451.52	5.50 27.50 5.36 27.36	0.00 0.00 0.00 27.36	27.36

As of December 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	70.88 0.00 222.75 151.87	0.00 0.00 0.00 151.87	151.87
24422EUR8	John Deere Capital Corp Note 3.45% Due 01/10/2024	03/14/2019 03/18/2019 400,000.00	408,860.00 0.00 0.00 408,860.00	5,405.00 0.00 6,555.00 1,150.00	0.00 0.00 0.00 1,150.00	1,150.00
24422EVN6	John Deere Capital Corp Note 0.45% Due 01/17/2024	03/01/2021 03/04/2021 275,000.00	274,804.75 0.00 0.00 274,804.75	460.63 0.00 563.75 103.12	0.00 0.00 0.00 103.12	103.12
3130A0F70	FHLB Note 3.375% Due 12/08/2023	01/30/2019 01/31/2019 525,000.00	540,734.25 0.00 0.00 540,734.25	8,514.84 8,859.38 1,132.03 1,476.57	0.00 0.00 0.00 1,476.57	1,476.57
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	Various Various 580,000.00	605,009.60 0.00 0.00 605,009.60	7,735.34 8,337.50 787.44 1,389.60	0.00 0.00 0.00 1,389.60	1,389.60
3130A2UW4	FHLB Note 2.875% Due 09/13/2024	10/29/2019 10/30/2019 300,000.00	315,474.00 0.00 0.00 315,474.00	1,868.75 0.00 2,587.50 718.75	0.00 0.00 0.00 718.75	718.75
3135G04Q3	FNMA Note 0.25% Due 05/22/2023	05/20/2020 05/22/2020 645,000.00	643,058.55 0.00 0.00 643,058.55	40.31 0.00 174.69 134.38	0.00 0.00 0.00 134.38	134.38
3135G05G4	FNMA Note 0.25% Due 07/10/2023	07/08/2020 07/10/2020 560,000.00	558,796.00 0.00 0.00 558,796.00	548.33 0.00 665.00 116.67	0.00 0.00 0.00 116.67	116.67
3135G06H1	FNMA Note 0.25% Due 11/27/2023	11/23/2020 11/25/2020 580,000.00	579,338.80 0.00 0.00 579,338.80	16.11 0.00 136.94 120.83	0.00 0.00 0.00 120.83	120.83

Income Earned

As of December 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
3135G0X24	FNMA Note 1.625% Due 01/07/2025	01/16/2020 01/17/2020 625,000.00	623,050.00 0.00 0.00 623,050.00	4,062.50 0.00 4,908.85 846.35	0.00 0.00 0.00 846.35	846.35
3137EAEP0	FHLMC Note 1.5% Due 02/12/2025	06/04/2020 06/05/2020 625,000.00	652,443.75 0.00 0.00 652,443.75	2,838.54 0.00 3,619.79 781.25	0.00 0.00 0.00 781.25	781.25
3137EAER6	FHLMC Note Due 05/05/2023	05/05/2020 05/07/2020 0.00	599,748.00 0.00 599,748.00 0.00	162.50 337.50 0.00 175.00	0.00 0.00 0.00 175.00	175.00
3137EAEV7	FHLMC Note 0.25% Due 08/24/2023	08/27/2020 08/31/2020 900,000.00	899,037.00 0.00 0.00 899,037.00	606.25 0.00 793.75 187.50	0.00 0.00 0.00 187.50	187.50
3137EAEX3	FHLMC Note 0.375% Due 09/23/2025	09/24/2020 09/25/2020 450,000.00	448,857.00 0.00 0.00 448,857.00	318.75 0.00 459.38 140.63	0.00 0.00 0.00 140.63	140.63
3137EAEY1	FHLMC Note 0.125% Due 10/16/2023	10/14/2020 10/16/2020 630,000.00	627,650.10 0.00 0.00 627,650.10	98.44 0.00 164.06 65.62	0.00 0.00 0.00 65.62	65.62
3137EAEZ8	FHLMC Note 0.25% Due 11/06/2023	11/17/2020 11/18/2020 650,000.00	649,467.00 0.00 0.00 649,467.00	112.85 0.00 248.26 135.41	0.00 0.00 0.00 135.41	135.41
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 04/21/2025	02/17/2021 02/24/2021 56,099.40	60,355.46 0.00 4,257.09 56,098.37	4.53 13.58 4.21 13.26	0.00 0.00 0.00 13.26	13.26
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	09/22/2020 09/29/2020 125,394.86	137,861.80 0.00 12,485.36 125,376.44	18.42 42.51 16.75 40.84	0.00 0.00 0.00 40.84	40.84

Income Earned

As of December 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
43813RAC1	Honda Auto Receivables 2020-1 A3 1.61% Due 04/22/2024	02/19/2020 02/26/2020 16,501.78	19,352.56 0.00 2,854.02 16,498.54	8.66 25.97 7.38 24.69	0.00 0.00 0.00 24.69	24.69
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	162.93 305.50 162.93 305.50	0.00 0.00 0.00 305.50	305.50
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
4581X0DZ8	Inter-American Dev Bank Note 0.5% Due 09/23/2024	09/15/2021 09/23/2021 505,000.00	504,626.30 0.00 0.00 504,626.30	476.94 0.00 687.36 210.42	0.00 0.00 0.00 210.42	210.42
459058GQ0	Intl. Bank Recon & Development Note 2.5% Due 03/19/2024	01/26/2021 01/28/2021 450,000.00	481,473.00 0.00 0.00 481,473.00	2,250.00 0.00 3,187.50 937.50	0.00 0.00 0.00 937.50	937.50
459058JM6	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	11/17/2020 11/24/2020 320,000.00	319,312.00 0.00 0.00 319,312.00	15.56 0.00 82.22 66.66	0.00 0.00 0.00 66.66	66.66
45950KCR9	International Finance Corp Note 1.375% Due 10/16/2024	07/12/2021 07/14/2021 300,000.00	308,070.00 0.00 0.00 308,070.00	515.63 0.00 859.38 343.75	0.00 0.00 0.00 343.75	343.75
477870AC3	John Deere Owner Trust 2019-B A3 Due 12/15/2023	07/16/2019 07/24/2019 0.00	267.96 0.00 267.96 0.00	0.26 0.50 0.00 0.24	0.00 0.00 0.00 0.24	0.24
47787JAC2	John Deere Owner Trust 2022-A A3 2.32% Due 09/16/2026	03/10/2022 03/16/2022 150,000.00	149,966.82 0.00 0.00 149,966.82	154.67 290.00 154.67 290.00	0.00 0.00 0.00 290.00	290.00

Income Earned

As of December 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
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	07/14/2020 07/22/2020 28,473.41	31,144.72 0.00 2,675.64 28,469.08	7.06 13.24 6.45 12.63	0.00 0.00 0.00 12.63	12.63
47788UAC6	John Deere Owner Trust 2021-A A3 0.36% Due 09/15/2025	03/02/2021 03/10/2021 100,303.25	107,033.35 0.00 6,749.37 100,283.98	17.13 32.12 16.05 31.04	0.00 0.00 0.00 31.04	31.04
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 08/15/2024	03/04/2020 03/11/2020 35,629.47	42,331.78 0.00 6,704.48 35,627.30	20.70 38.81 17.42 35.53	0.00 0.00 0.00 35.53	35.53
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
47800AAC4	John Deere Owner Trust 2022-B A3 3.74% Due 02/16/2027	07/12/2022 07/20/2022 155,000.00	154,985.20 0.00 0.00 154,985.20	257.64 483.08 257.64 483.08	0.00 0.00 0.00 483.08	483.08
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
61747YET8	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 07/17/2026	07/18/2022 07/20/2022 205,000.00	205,000.00 0.00 0.00 205,000.00	3,490.40 0.00 4,289.73 799.33	0.00 0.00 0.00 799.33	799.33
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 07/15/2024	10/16/2019 10/23/2019 42,533.38	54,492.61 0.00 11,961.48 42,531.13	46.75 87.65 36.48 77.38	0.00 0.00 0.00 77.38	77.38
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 05/10/2027	09/28/2022 09/30/2022 500,000.00	485,540.00 0.00 0.00 485,540.00	1,166.67 0.00 2,833.33 1,666.66	0.00 0.00 0.00 1,666.66	1,666.66



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
69371RR40	Paccar Financial Corp Note 0.5% Due 08/09/2024	08/03/2021 08/09/2021 155,000.00	154,916.30 0.00 0.00 154,916.30	241.11 0.00 305.69 64.58	0.00 0.00 0.00 64.58	64.58
78015K7H1	Royal Bank of Canada Note 1.15% Due 06/10/2025	11/16/2021 11/18/2021 500,000.00	496,035.00 0.00 0.00 496,035.00	2,731.25 2,875.00 335.42 479.17	0.00 0.00 0.00 479.17	479.17
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 07/15/2024	06/29/2021 07/12/2021 65,000.00	64,966.85 0.00 0.00 64,966.85	153.47 0.00 187.33 33.86	0.00 0.00 0.00 33.86	33.86
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 03/18/2024	Various Various 485,000.00	487,196.50 0.00 0.00 487,196.50	737.60 0.00 1,040.73 303.13	0.00 0.00 0.00 303.13	303.13
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	79,913.60 0.00 0.00 79,913.60	479.11 0.00 642.44 163.33	0.00 0.00 0.00 163.33	163.33
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	697.19 0.00 879.06 181.87	0.00 0.00 0.00 181.87	181.87
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	1,583.83 0.00 1,933.21 349.38	0.00 0.00 0.00 349.38	349.38
89114TZG0	Toronto-Dominion Bank Note 1.25% Due 09/10/2026	11/17/2021 11/19/2021 500,000.00	489,720.00 0.00 0.00 489,720.00	1,406.25 0.00 1,927.08 520.83	0.00 0.00 0.00 520.83	520.83
89232HAC9	Toyota Auto Receivable Own 2020-A A3 1.66% Due 05/15/2024	06/17/2020 06/19/2020 46,931.83	58,372.73 0.00 10,359.27 48,013.46	42.10 78.93 34.63 71.46	0.00 0.00 0.00 71.46	71.46

Income Earned

As of December 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
89236TFS9	Toyota Motor Credit Corp Note 3.35% Due 01/08/2024	05/20/2019 05/22/2019 400,000.00	411,444.00 0.00 0.00 411,444.00	5,322.78 0.00 6,439.44 1,116.66	0.00 0.00 0.00 1,116.66	1,116.66
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 01/15/2025	10/06/2020 10/13/2020 47,566.72	52,660.55 0.00 5,102.69 47,557.86	8.19 15.36 7.40 14.57	0.00 0.00 0.00 14.57	14.57
89237VAB5	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	07/21/2020 07/27/2020 57,212.47	64,226.70 0.00 7,018.63 57,208.07	12.56 23.55 11.19 22.18	0.00 0.00 0.00 22.18	22.18
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 05/15/2025	02/02/2021 02/08/2021 199,203.38	213,913.03 0.00 14,746.62 199,166.41	24.72 46.36 23.02 44.66	0.00 0.00 0.00 44.66	44.66
91159HHX1	US Bancorp Callable Note Cont 6/28/2024 2.4% Due 07/30/2024	03/25/2021 03/29/2021 450,000.00	475,276.50 0.00 0.00 475,276.50	3,630.00 0.00 4,530.00 900.00	0.00 0.00 0.00 900.00	900.00
9128282A7	US Treasury Note 1.5% Due 08/15/2026	Various Various 1,000,000.00	1,019,062.50 0.00 0.00 1,019,062.50	4,402.17 0.00 5,665.76 1,263.59	0.00 0.00 0.00 1,263.59	1,263.59
9128284Z0	US Treasury Note 2.75% Due 08/31/2025	06/17/2021 06/18/2021 675,000.00	732,111.33 0.00 0.00 732,111.33	4,717.54 0.00 6,307.15 1,589.61	0.00 0.00 0.00 1,589.61	1,589.61
9128286L9	US Treasury Note 2.25% Due 03/31/2026	10/25/2021 10/26/2021 1,000,000.00	1,050,234.38 0.00 0.00 1,050,234.38	3,832.42 0.00 5,748.63 1,916.21	0.00 0.00 0.00 1,916.21	1,916.21
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	6,199.73 0.00 7,979.28 1,779.55	0.00 0.00 0.00 1,779.55	1,779.55

Income Earned

As of December 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
912828R36	US Treasury Note 1.625% Due 05/15/2026	10/25/2021 10/26/2021 1,000,000.00	1,022,500.00 0.00 0.00 1,022,500.00	718.23 0.00 2,109.81 1,391.58	0.00 0.00 0.00 1,391.58	1,391.58
912828V98	US Treasury Note 2.25% Due 02/15/2027	03/29/2022 03/30/2022 360,000.00	355,387.50 0.00 0.00 355,387.50	2,377.17 0.00 3,059.51 682.34	0.00 0.00 0.00 682.34	682.34
912828WE6	US Treasury Note 2.75% Due 11/15/2023	07/22/2019 07/23/2019 600,000.00	624,000.00 0.00 0.00 624,000.00	729.28 0.00 2,142.27 1,412.99	0.00 0.00 0.00 1,412.99	1,412.99
912828ZT0	US Treasury Note 0.25% Due 05/31/2025	02/25/2021 02/26/2021 675,000.00	665,112.30 0.00 0.00 665,112.30	4.64 0.00 148.35 143.71	0.00 0.00 0.00 143.71	143.71
91282CAM3	US Treasury Note 0.25% Due 09/30/2025	Various Various 1,000,000.00	970,800.79 0.00 0.00 970,800.79	425.82 0.00 638.74 212.92	0.00 0.00 0.00 212.92	212.92
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	11/29/2021 11/30/2021 650,000.00	629,535.16 0.00 0.00 629,535.16	139.16 0.00 278.31 139.15	0.00 0.00 0.00 139.15	139.15
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	Various Various 800,000.00	780,535.15 0.00 0.00 780,535.15	8.24 0.00 263.74 255.50	0.00 0.00 0.00 255.50	255.50
91282CBA8	US Treasury Note 0.125% Due 12/15/2023	12/28/2020 12/29/2020 700,000.00	698,824.22 0.00 0.00 698,824.22	404.03 437.50 40.87 74.34	0.00 0.00 0.00 74.34	74.34
91282CBE0	US Treasury Note 0.125% Due 01/15/2024	01/28/2021 01/29/2021 550,000.00	548,990.23 0.00 0.00 548,990.23	259.68 0.00 317.60 57.92	0.00 0.00 0.00 57.92	57.92

Income Earned

As of December 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
91282CBV2	US Treasury Note 0.375% Due 04/15/2024	04/29/2021 04/30/2021 650,000.00	650,583.98 0.00 0.00 650,583.98	314.73 0.00 522.32 207.59	0.00 0.00 0.00 207.59	207.59
91282CCG4	US Treasury Note 0.25% Due 06/15/2024	06/24/2021 06/25/2021 300,000.00	298,160.16 0.00 0.00 298,160.16	346.31 375.00 35.03 63.72	0.00 0.00 0.00 63.72	63.72
91282CCT6	US Treasury Note 0.375% Due 08/15/2024	12/15/2021 12/16/2021 800,000.00	789,000.00 0.00 0.00 789,000.00	880.43 0.00 1,133.15 252.72	0.00 0.00 0.00 252.72	252.72
91282CDG3	US Treasury Note 1.125% Due 10/31/2026	11/18/2021 11/19/2021 1,000,000.00	995,507.81 0.00 0.00 995,507.81	963.40 0.00 1,926.80 963.40	0.00 0.00 0.00 963.40	963.40
91282CDH1	US Treasury Note 0.75% Due 11/15/2024	11/29/2021 11/30/2021 650,000.00	648,324.22 0.00 0.00 648,324.22	215.47 0.00 632.94 417.47	0.00 0.00 0.00 417.47	417.47
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	34.34 0.00 1,098.90 1,064.56	0.00 0.00 0.00 1,064.56	1,064.56
91282CEF4	US Treasury Note 2.5% Due 03/31/2027	05/25/2022 05/26/2022 690,000.00	682,722.66 0.00 0.00 682,722.66	2,938.19 0.00 4,407.28 1,469.09	0.00 0.00 0.00 1,469.09	1,469.09
91282CET4	US Treasury Note 2.625% Due 05/31/2027	06/21/2022 06/22/2022 850,000.00	820,847.66 0.00 0.00 820,847.66	61.30 0.00 1,961.54 1,900.24	0.00 0.00 0.00 1,900.24	1,900.24
91282CFB2	US Treasury Note 2.75% Due 07/31/2027	08/30/2022 08/31/2022 325,000.00	317,001.95 0.00 0.00 317,001.95	2,987.26 0.00 3,740.15 752.89	0.00 0.00 0.00 752.89	752.89

As of December 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
91282CFH9	US Treasury Note 3.125% Due 08/31/2027	10/05/2022 10/06/2022 125,000.00	120,214.84 0.00 0.00 120,214.84	992.75 0.00 1,327.26 334.51	0.00 0.00 0.00 334.51	334.51
91282CFM8	US Treasury Note 4.125% Due 09/30/2027	11/21/2022 11/22/2022 700,000.00	703,773.44 0.00 0.00 703,773.44	4,918.27 0.00 7,377.40 2,459.13	0.00 0.00 0.00 2,459.13	2,459.13
91282CFZ9	US Treasury Note 3.875% Due 11/30/2027	12/28/2022 12/29/2022 760,000.00	0.00 756,971.88 0.00 756,971.88	0.00 (2,346.29) 2,589.01 242.72	0.00 0.00 0.00 242.72	242.72
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 05/15/2026	11/24/2021 11/29/2021 500,000.00	490,095.00 0.00 0.00 490,095.00	255.56 0.00 734.72 479.16	0.00 0.00 0.00 479.16	479.16
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 09/17/2026	09/08/2021 09/17/2021 80,000.00	79,848.80 0.00 0.00 79,848.80	172.67 0.00 242.67 70.00	0.00 0.00 0.00 70.00	70.00
931142EW9	Wal-Mart Stores Note 3.9% Due 09/09/2025	09/06/2022 09/09/2022 95,000.00	94,933.50 0.00 0.00 94,933.50	843.92 0.00 1,152.67 308.75	0.00 0.00 0.00 308.75	308.75
931142EX7	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 09/09/2027	10/05/2022 10/07/2022 350,000.00	341,393.50 0.00 0.00 341,393.50	3,149.03 0.00 4,301.11 1,152.08	0.00 0.00 0.00 1,152.08	1,152.08
			37,506,218.39	110,606.63	0.00	
			756,971.88	20,708.42	0.00	
			687,468.77	134,272.48	0.00	
Total Fixed Income		37,463,311.53	37,575,721.50	44,374.27	44,374.27	44,374.27

Income Earned

As of December 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
CASH & EQUIVALENT						
60934N807	Federated Investors Govt Oblig Fund Inst.	Various Various 8,994.51	68,648.33 110,557.93 170,211.75 8,994.51	0.00 343.55 0.00 343.55	0.00 0.00 0.00 343.55	343.55
			68,648.33	0.00	0.00	
			110,557.93	343.55	0.00	
			170,211.75	0.00	0.00	
Total Cash & Equivalent		8,994.51	8,994.51	343.55	343.55	343.55
			37,574,866.72	110,606.63	0.00	
			867,529.81	21,051.97	0.00	
			857,680.52	134,272.48	0.00	
TOTAL PORTFOLIO		37,472,306.04	37,584,716.01	44,717.82	44,717.82	44,717.82



COUNTY OF SAN DIEGO INVESTMENT POOL TREASURY INVESTMENT RESULTS

**Dec
2022**

PARTICIPANT CASH BALANCES

County of San Diego Pooled Money Fund

As of December 31, 2022

(\$000)

PARTICIPANT	FMV 10/31/22	FMV 11/30/22	FMV 12/31/22	% of Total	PARTICIPANT	FMV 10/31/22	FMV 11/30/22	FMV 12/31/22	% of Total
COUNTY	2,094,850	3,261,336	3,136,633	20.82%	Lakeside FPD	8,252	12,307	11,836	0.08%
COUNTY - SPECIAL TRUST FUNDS	1,868,007	2,533,435	2,436,564	16.17%	Leucadia Wastewater District	998	1,053	1,012	0.01%
NON-COUNTY INVESTMENT FUNDS	102,145	139,032	133,716	0.89%	Lower Sweetwater FPD	526	704	677	0.00%
SCHOOLS - (K THRU 12)	5,801,921	7,231,628	6,955,113	46.17%	Metropolitan Transit System	98,439	96,874	93,170	0.62%
					Mission Resource Conservation District	113	134	129	0.00%
COMMUNITY COLLEGES					North County Transit District	32,026	33,690	32,402	0.22%
San Diego	191,630	263,674	253,592	1.69%	North County Cemetery District	8,763	9,507	9,143	0.06%
Grossmont-Cuyamaca	198,708	228,362	219,630	1.46%	North County Dispatch	5,064	6,225	5,987	0.04%
MiraCosta	237,579	379,092	364,596	2.42%	North County FPD	4,084	7,023	6,754	0.04%
Palomar	246,613	286,153	275,211	1.83%	Otay Water District	28,532	25,053	24,095	0.16%
Southwestern	348,409	365,551	351,573	2.33%	Palomar Health	0	0	0	0.00%
Total Community Colleges	1,222,939	1,522,832	1,464,604	9.72%	Pomerado Cemetery District	2,185	2,480	2,385	0.02%
FIRST 5 COMMISSION	35,800	40,080	38,548	0.26%	Public Agencies Self-Insurance System	3,374	3,549	3,413	0.02%
SDCERA	7,543	7,781	7,483	0.05%	Ramona Cemetery District	1,066	1,167	1,122	0.01%
CITIES					Rancho Santa Fe FPD	7,960	12,047	11,586	0.08%
Chula Vista	30,730	32,327	31,090	0.21%	Resource Conservation District of Greater SD*	0	0	0	0.00%
Coronado	81,707	96,962	93,254	0.62%	Rincon del Diablo Municipal Water District	6,586	3,928	3,778	0.03%
Del Mar	2,672	2,811	2,703	0.02%	SANDAG	27,576	25,932	24,941	0.17%
Encinitas	1,175	1,236	1,189	0.01%	SD County Regional Airport Authority	326,737	286,787	275,821	1.83%
National City	35,054	36,875	35,465	0.24%	San Diego Housing Commission	21,354	22,463	21,604	0.14%
Oceanside*	0	0	0	0.00%	San Diego Geographic Information Source	291	-199	-191	0.00%
Solana Beach*	0	0	0	0.00%	San Diego Law Library	6,850	7,127	6,854	0.05%
Vista	77	85	81	0.00%	San Diego Local Agency Formation Comm	2,643	2,477	2,382	0.02%
INDEPENDENT AGENCIES					San Diego Regional Training Center	867	910	875	0.01%
Air Pollution Control District	91,197	99,159	95,368	0.63%	San Dieguito River Park	1,018	827	795	0.01%
Alpine FPD	1,695	2,787	2,680	0.02%	San Marcos FPD	1	1	1	0.00%
Bonita-Sunnyside FPD	5,345	6,520	6,270	0.04%	San Miguel Consolidated FPD	18,521	24,380	23,448	0.16%
Borrego Springs FPD	860	1,271	1,223	0.01%	Santa Fe Irrigation District	4,347	4,573	4,398	0.03%
Canebrake County Water District	53	55	53	0.00%	Upper San Luis Rey Resource Conserv Dist	86	9	8	0.00%
Deer Springs FPD	13,035	14,974	14,401	0.10%	Vallecitos Water District	5,340	5,617	5,402	0.04%
Grossmont Healthcare District	2	2	2	0.00%	Valley Center FPD	1,410	1,701	1,636	0.01%
Julian-Cuyamaca FPD	1	1	1	0.00%	Valley Center Cemetery District	454	494	475	0.00%
Lake Cuyamaca Rec & Park District	182	84	81	0.00%	Valley Center Water District	27,333	27,993	26,923	0.18%
					Vista FPD	5,042	5,254	5,053	0.03%
					Whispering Palms Community Services District*	0	0	0	0.00%
					Total Voluntary Participants	964,966	975,097	937,812	6.23%
					Pooled Money Fund Total	\$ 12,054,828	\$ 15,663,361	\$ 15,064,442	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 December 2022.

National City		Pool YTM: 2.97			
Conversion of Oracle Cash Balance to COSD Pool Market Price					
Month Ended December 31st, 2022					
		Current Month	Prior Month	Prior Quarter	Prior Year
		12/31/2022	11/30/2022	9/30/2022	12/31/2021
COSD Pool Market Price		96.176%	95.829%	95.251%	99.597%
COSD Pool Market Value		15,064,442,416	13,058,108,869	10,974,939,342	14,428,414,435
National City percentage of MV share in COSD Pool		0.2354%	0.2702%	0.3188%	0.2522%
Fund Description	Oracle Cash Balance	Market Value	Market Value	Market Value	Market Value
44077 NATIONAL CITY INVESTMENT FUND	36,874,604	35,464,634	35,277,305	34,989,149	36,386,047
Total for National City	36,874,604	35,464,634	35,277,305	34,989,149	36,386,047

Thank you,



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Below is the market price for November 2022.

National City		Pool YTM: 2.55			
Conversion of Oracle Cash Balance to COSD Pool Market Price					
Month Ended November 30th, 2022					
		Current Month	Prior Month	Prior Quarter	Prior Year
		11/30/2022	10/30/2022	8/31/2022	11/30/2021
COSD Pool Market Price		95.829%	95.221%	96.272%	99.249%
COSD Pool Market Value		13,058,108,869	12,054,827,935	11,169,625,705	12,084,770,571
National City percentage of MV share in COSD Pool		0.2702%	0.2908%	0.3166%	0.3000%
Fund Description	Oracle Cash Balance	Market Value	Market Value	Market Value	Market Value
44077 NATIONAL CITY INVESTMENT FUND	36,812,903	35,277,305	35,053,619	35,364,054	36,259,234
Total for National City	36,812,903	35,277,305	35,053,619	35,364,054	36,259,234

Thank you,



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Below is the market price for October 2022.

National City		Pool YTM: 2.22			
Conversion of Oracle Cash Balance to COSD Pool Market Price					
Month Ended October 31st, 2022					
		Current Month	Prior Month	Prior Quarter	Prior Year
		10/31/2022	9/30/2022	7/31/2022	10/31/2021
COSD Pool Market Price		95.221%	95.251%	97.239%	99.454%
COSD Pool Market Value		12,054,827,935	10,974,939,342	12,187,895,579	11,389,552,243
National City percentage of MV share in COSD Pool		0.2908%	0.3188%	0.2928%	0.3190%
Fund Description	Oracle Cash Balance	Market Value	Market Value	Market Value	Market Value
44077 NATIONAL CITY INVESTMENT FUND	36,812,903	35,053,619	34,989,149	35,682,076	36,334,037
Total for National City	36,812,903	35,053,619	34,989,149	35,682,076	36,334,037

Thank you,



Cameron Urquhart, CFA
 Investment Officer
San Diego County Treasurer-Tax Collector's Office
 Phone: 619.685.2547 | Fax: 619.557.4093 | www.sdttc.com



California State Treasurer *Fiona Ma, CPA*



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

February 02, 2023

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[PMIA Average Monthly Yields](#)

CITY OF NATIONAL CITY

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

[Tran Type Definitions](#)

//

December 2022 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	38,713,020.47
Total Withdrawal:	0.00	Ending Balance:	38,713,020.47

California State Treasurer
Fiona Ma, CPA



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

December 15, 2022

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CITY OF NATIONAL CITY

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

[Tran Type Definitions](#)

⚡

November 2022 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
11/10/2022	11/9/2022	RW	1717877	N/A	RACHELLE BARRERA	-4,000,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	42,713,020.47
Total Withdrawal:	-4,000,000.00	Ending Balance:	38,713,020.47

California State Treasurer *Fiona Ma, CPA*



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

November 28, 2022

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CITY OF NATIONAL CITY

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

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October 2022 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
10/14/2022	10/13/2022	QRD	1716510	N/A	SYSTEM	134,700.10

Account Summary

Total Deposit:	134,700.10	Beginning Balance:	42,578,320.37
Total Withdrawal:	0.00	Ending Balance:	42,713,020.47



MALIA M. COHEN
 California State Controller

LOCAL AGENCY INVESTMENT FUND
 REMITTANCE ADVICE

Agency Name NATIONAL CITY
 Account Number

As of 01/13/2023, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 12/31/2022.

Earnings Ratio		.00005680946709337
Interest Rate		2.07%
Dollar Day Total	\$	3,719,846,781.94
Quarter End Principal Balance	\$	38,713,020.47
Quarterly Interest Earned	\$	211,322.51



State of California Pooled Money Investment Account Market Valuation 12/31/2022

Description	Carrying Cost Plus Accrued Interest Purch.	Amortized Cost	Fair Value	Accrued Interest
United States Treasury:				
Bills	\$ 35,572,298,376.73	\$ 35,896,965,984.48	\$ 35,813,625,000.00	NA
Notes	\$ 96,336,543,012.97	\$ 96,327,058,254.86	\$ 93,171,299,000.00	\$ 287,620,426.50
Federal Agency:				
SBA	\$ 338,889,007.89	\$ 338,889,007.89	\$ 338,773,080.09	\$ 1,004,954.08
MBS-REMICs	\$ 3,465,697.68	\$ 3,465,697.68	\$ 3,425,155.69	\$ 15,470.20
Debentures	\$ 9,096,582,571.99	\$ 9,096,520,766.45	\$ 8,886,499,200.00	\$ 26,924,215.25
Debentures FR	\$ -	\$ -	\$ -	\$ -
Debentures CL	\$ 2,900,000,000.00	\$ 2,900,000,000.00	\$ 2,833,516,000.00	\$ 26,791,810.50
Discount Notes	\$ 25,325,736,041.68	\$ 25,562,614,902.86	\$ 25,510,373,000.00	NA
Supranational Debentures				
Supranational Debentures	\$ 2,426,390,203.78	\$ 2,425,759,648.22	\$ 2,338,151,100.00	\$ 7,376,541.50
Supranational Debentures FR	\$ -	\$ -	\$ -	\$ -
CDs and YCDs FR				
CDs and YCDs FR	\$ -	\$ -	\$ -	\$ -
Bank Notes	\$ 100,000,000.00	\$ 100,000,000.00	\$ 99,990,832.29	\$ 1,541,666.67
CDs and YCDs	\$ 12,400,000,000.00	\$ 12,400,000,000.00	\$ 12,382,893,375.51	\$ 124,083,166.66
Commercial Paper	\$ 7,895,772,944.44	\$ 7,975,413,013.94	\$ 7,970,181,986.08	NA
Corporate:				
Bonds FR	\$ -	\$ -	\$ -	\$ -
Bonds	\$ 530,321,150.56	\$ 530,164,414.45	\$ 503,140,960.00	\$ 4,279,027.65
Repurchase Agreements				
Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
Reverse Repurchase				
Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
Time Deposits				
Time Deposits	\$ 5,144,000,000.00	\$ 5,144,000,000.00	\$ 5,144,000,000.00	NA
PMIA & GF Loans				
PMIA & GF Loans	\$ 376,811,000.00	\$ 376,811,000.00	\$ 376,811,000.00	NA
TOTAL	\$ 198,446,810,007.72	\$ 199,077,662,690.83	\$ 195,372,679,689.66	\$ 479,637,279.01

Fair Value Including Accrued Interest

\$ 195,852,316,968.67

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 (0.981389258). 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 \$19.627,785.16 or \$20,000,000.00 x 0.981389258.



California State Treasurer
Fiona Ma, CPA



Search



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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	0.523	0.684	0.861	1.090	1.276	1.513	1.772	2.007	2.173
2023	2.425	2.624	2.831									



AGENDA REPORT

Department: Administrative Services - Finance
Prepared by: Kecia Carrasco, Accountant
Meeting Date: Tuesday, June 6, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Investment Transactions for the Month Ended January 31, 2023.

RECOMMENDATION:

Accept and File the Investment Transaction Ledger for the Month Ended January 31, 2023.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

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

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending January 31, 2023.

FINANCIAL STATEMENT:

In this period, there were acquisitions of \$1,482,857.02 and dispositions of \$1,447,811.16.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A – 2023-0131 Investment Transaction Ledger



City of National City

MONTHLY ACCOUNT STATEMENT

JANUARY 1, 2023 THROUGH JANUARY 31, 2023

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.



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	01/04/2023	60934N807	348.10	Federated Investors Govt Oblig Fund Inst.	1.000	3.89%	348.10	0.00	348.10	0.00
Purchase	01/07/2023	60934N807	5,078.13	Federated Investors Govt Oblig Fund Inst.	1.000	3.89%	5,078.13	0.00	5,078.13	0.00
Purchase	01/08/2023	60934N807	6,700.00	Federated Investors Govt Oblig Fund Inst.	1.000	3.89%	6,700.00	0.00	6,700.00	0.00
Purchase	01/10/2023	60934N807	7,600.00	Federated Investors Govt Oblig Fund Inst.	1.000	3.89%	7,600.00	0.00	7,600.00	0.00
Purchase	01/15/2023	60934N807	2,643.13	Federated Investors Govt Oblig Fund Inst.	1.000	3.89%	2,643.13	0.00	2,643.13	0.00
Purchase	01/17/2023	60934N807	5,334.79	Federated Investors Govt Oblig Fund Inst.	1.000	3.89%	5,334.79	0.00	5,334.79	0.00
Purchase	01/17/2023	60934N807	58.50	Federated Investors Govt Oblig Fund Inst.	1.000	3.89%	58.50	0.00	58.50	0.00
Purchase	01/17/2023	60934N807	290.00	Federated Investors Govt Oblig Fund Inst.	1.000	3.89%	290.00	0.00	290.00	0.00
Purchase	01/17/2023	60934N807	305.50	Federated Investors Govt Oblig Fund Inst.	1.000	3.89%	305.50	0.00	305.50	0.00
Purchase	01/17/2023	60934N807	483.08	Federated Investors Govt Oblig Fund Inst.	1.000	3.89%	483.08	0.00	483.08	0.00
Purchase	01/17/2023	60934N807	51.67	Federated Investors Govt Oblig Fund Inst.	1.000	3.89%	51.67	0.00	51.67	0.00
Purchase	01/17/2023	60934N807	3,267.45	Federated Investors Govt Oblig Fund Inst.	1.000	3.89%	3,267.45	0.00	3,267.45	0.00
Purchase	01/17/2023	60934N807	7,029.76	Federated Investors Govt Oblig Fund Inst.	1.000	3.89%	7,029.76	0.00	7,029.76	0.00
Purchase	01/17/2023	60934N807	6,190.54	Federated Investors Govt Oblig Fund Inst.	1.000	3.89%	6,190.54	0.00	6,190.54	0.00
Purchase	01/17/2023	60934N807	11,516.39	Federated Investors Govt Oblig Fund Inst.	1.000	3.89%	11,516.39	0.00	11,516.39	0.00
Purchase	01/17/2023	60934N807	9,844.03	Federated Investors Govt Oblig Fund Inst.	1.000	3.89%	9,844.03	0.00	9,844.03	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	01/17/2023	60934N807	4,913.44	Federated Investors Govt Oblig Fund Inst.	1.000	3.89%	4,913.44	0.00	4,913.44	0.00
Purchase	01/17/2023	60934N807	6,760.91	Federated Investors Govt Oblig Fund Inst.	1.000	3.89%	6,760.91	0.00	6,760.91	0.00
Purchase	01/17/2023	60934N807	14,094.42	Federated Investors Govt Oblig Fund Inst.	1.000	3.89%	14,094.42	0.00	14,094.42	0.00
Purchase	01/18/2023	60934N807	12,440.61	Federated Investors Govt Oblig Fund Inst.	1.000	3.89%	12,440.61	0.00	12,440.61	0.00
Purchase	01/23/2023	60934N807	88.00	Federated Investors Govt Oblig Fund Inst.	1.000	3.89%	88.00	0.00	88.00	0.00
Purchase	01/23/2023	60934N807	4,194.36	Federated Investors Govt Oblig Fund Inst.	1.000	3.89%	4,194.36	0.00	4,194.36	0.00
Purchase	01/23/2023	60934N807	2,850.90	Federated Investors Govt Oblig Fund Inst.	1.000	3.89%	2,850.90	0.00	2,850.90	0.00
Purchase	01/25/2023	60934N807	110.00	Federated Investors Govt Oblig Fund Inst.	1.000	3.89%	110.00	0.00	110.00	0.00
Purchase	01/25/2023	60934N807	8,974.34	Federated Investors Govt Oblig Fund Inst.	1.000	3.89%	8,974.34	0.00	8,974.34	0.00
Purchase	01/25/2023	91282CFM8	325,000.00	US Treasury Note 4.125% Due 9/30/2027	102.137	3.62%	331,944.34	4,309.15	336,253.49	0.00
Purchase	01/25/2023	91282CGC9	1,000,000.00	US Treasury Note 3.875% Due 12/31/2027	101.289	3.59%	1,012,890.63	2,676.10	1,015,566.73	0.00
Purchase	01/30/2023	60934N807	5,400.00	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	5,400.00	0.00	5,400.00	0.00
Purchase	01/31/2023	60934N807	4,468.75	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	4,468.75	0.00	4,468.75	0.00
Subtotal			1,456,036.80				1,475,871.77	6,985.25	1,482,857.02	0.00
TOTAL ACQUISITIONS			1,456,036.80				1,475,871.77	6,985.25	1,482,857.02	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Sale	01/25/2023	60934N807	85,649.53	Federated Investors Govt Oblig Fund Inst.	1.000	3.89%	85,649.53	0.00	85,649.53	0.00
Sale	01/25/2023	912828WE6	600,000.00	US Treasury Note 2.75% Due 11/15/2023	98.445	4.74%	590,671.88	3,236.19	593,908.07	-33,328.12
Sale	01/25/2023	91282CBA8	700,000.00	US Treasury Note 0.125% Due 12/15/2023	96.023	4.75%	672,164.06	98.56	672,262.62	-26,660.16
Subtotal			1,385,649.53				1,348,485.47	3,334.75	1,351,820.22	-59,988.28
Paydown	01/17/2023	43815BAC4	0.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	100.000		0.00	305.50	305.50	0.00
Paydown	01/17/2023	47787JAC2	0.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	100.000		0.00	290.00	290.00	0.00
Paydown	01/17/2023	47787NAC3	3,255.35	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	100.000		3,255.35	12.10	3,267.45	0.50
Paydown	01/17/2023	47788UAC6	6,999.67	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	100.000		6,999.67	30.09	7,029.76	1.34
Paydown	01/17/2023	47789KAC7	6,157.88	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		6,157.88	32.66	6,190.54	0.38
Paydown	01/17/2023	47789QAC4	0.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	100.000		0.00	58.50	58.50	0.00
Paydown	01/17/2023	47800AAC4	0.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	100.000		0.00	483.08	483.08	0.00
Paydown	01/17/2023	58769KAD6	0.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	100.000		0.00	51.67	51.67	0.00
Paydown	01/17/2023	65479JAD5	11,447.98	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		11,447.98	68.41	11,516.39	0.61
Paydown	01/17/2023	89232HAC9	9,779.11	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	100.000		9,779.11	64.92	9,844.03	-225.38
Paydown	01/17/2023	89236XAC0	4,899.57	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		4,899.57	13.87	4,913.44	0.91



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	01/17/2023	89237VAB5	6,739.93	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	100.000		6,739.93	20.98	6,760.91	0.52
Paydown	01/17/2023	89240BAC2	14,051.26	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	100.000		14,051.26	43.16	14,094.42	2.61
Paydown	01/18/2023	43813KAC6	12,401.95	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		12,401.95	38.66	12,440.61	1.82
Paydown	01/23/2023	43813GAC5	4,181.74	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		4,181.74	12.62	4,194.36	0.08
Paydown	01/23/2023	43813RAC1	2,828.76	Honda Auto Receivables 2020-1 A3 1.61% Due 4/22/2024	100.000		2,828.76	22.14	2,850.90	0.56
Paydown	01/23/2023	43815GAC3	0.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	100.000		0.00	88.00	88.00	0.00
Paydown	01/25/2023	05601XAC3	0.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	100.000		0.00	110.00	110.00	0.00
Paydown	01/25/2023	09690AAC7	8,947.54	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	100.000		8,947.54	26.80	8,974.34	0.92
Subtotal			91,690.74				91,690.74	1,773.16	93,463.90	-215.13
Security Withdrawal	01/23/2023	60934N807	2,527.04	Federated Investors Govt Oblig Fund Inst.	1.000		2,527.04	0.00	2,527.04	0.00
Subtotal			2,527.04				2,527.04	0.00	2,527.04	0.00
TOTAL DISPOSITIONS			1,479,867.31				1,442,703.25	5,107.91	1,447,811.16	-60,203.41
OTHER TRANSACTIONS										
Interest	01/07/2023	3135G0X24	625,000.00	FNMA Note 1.625% Due 1/7/2025	0.000		5,078.13	0.00	5,078.13	0.00
Interest	01/08/2023	89236TFS9	400,000.00	Toyota Motor Credit Corp Note 3.35% Due 1/8/2024	0.000		6,700.00	0.00	6,700.00	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	01/10/2023	24422EUR8	400,000.00	John Deere Capital Corp Note 3.45% Due 1/10/2024	0.000		6,900.00	0.00	6,900.00	0.00
Interest	01/10/2023	3135G05G4	560,000.00	FNMA Note 0.25% Due 7/10/2023	0.000		700.00	0.00	700.00	0.00
Interest	01/15/2023	79466LAG9	65,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.000		203.13	0.00	203.13	0.00
Interest	01/15/2023	87612EBM7	215,000.00	Target Corp Callable Note Cont 12/15/2026 1.95% Due 1/15/2027	0.000		2,096.25	0.00	2,096.25	0.00
Interest	01/15/2023	91282CBE0	550,000.00	US Treasury Note 0.125% Due 1/15/2024	0.000		343.75	0.00	343.75	0.00
Interest	01/17/2023	24422EVN6	275,000.00	John Deere Capital Corp Note 0.45% Due 1/17/2024	0.000		618.75	0.00	618.75	0.00
Interest	01/17/2023	61747YET8	205,000.00	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 7/17/2026	0.000		4,716.04	0.00	4,716.04	0.00
Interest	01/30/2023	91159HHX1	450,000.00	US Bancorp Callable Note Cont 6/28/2024 2.4% Due 7/30/2024	0.000		5,400.00	0.00	5,400.00	0.00
Interest	01/31/2023	91282CFB2	325,000.00	US Treasury Note 2.75% Due 7/31/2027	0.000		4,468.75	0.00	4,468.75	0.00
Subtotal			4,070,000.00				37,224.80	0.00	37,224.80	0.00
Dividend	01/04/2023	60934N807	8,994.51	Federated Investors Govt Oblig Fund Inst.	0.000		348.10	0.00	348.10	0.00
Subtotal			8,994.51				348.10	0.00	348.10	0.00
TOTAL OTHER TRANSACTIONS			4,078,994.51				37,572.90	0.00	37,572.90	0.00



AGENDA REPORT

Department: Administrative Services - Finance
Prepared by: Kecia Carrasco, Accountant
Meeting Date: Tuesday, June 6, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Investment Transactions for the Month Ended February 28, 2023.

RECOMMENDATION:

Accept and file the Investment Transaction Ledger for the month ended February 28, 2023.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

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

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending February 28, 2023.

FINANCIAL STATEMENT:

In this period, there were acquisitions of \$1,013,718.19 and dispositions of \$971,506.67.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A – 2023-0228 Investment Transaction Ledger



City of National City

MONTHLY ACCOUNT STATEMENT

FEBRUARY 1, 2023 THROUGH FEBRUARY 28, 2023

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.



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	02/02/2023	60934N807	163.76	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	163.76	0.00	163.76	0.00
Purchase	02/06/2023	60934N807	1,091.25	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	1,091.25	0.00	1,091.25	0.00
Purchase	02/08/2023	60934N807	2,450.00	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	2,450.00	0.00	2,450.00	0.00
Purchase	02/09/2023	60934N807	387.50	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	387.50	0.00	387.50	0.00
Purchase	02/12/2023	60934N807	4,687.50	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	4,687.50	0.00	4,687.50	0.00
Purchase	02/14/2023	60934N807	410,165.02	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	410,165.02	0.00	410,165.02	0.00
Purchase	02/15/2023	438516CJ3	450,000.00	Honeywell Intl Callable Note Cont 01/15/2028 4.95% Due 2/15/2028	102.243	4.44%	460,093.50	0.00	460,093.50	0.00
Purchase	02/15/2023	60934N807	23,612.50	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	23,612.50	0.00	23,612.50	0.00
Purchase	02/15/2023	60934N807	483.08	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	483.08	0.00	483.08	0.00
Purchase	02/15/2023	60934N807	58.50	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	58.50	0.00	58.50	0.00
Purchase	02/15/2023	60934N807	290.00	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	290.00	0.00	290.00	0.00
Purchase	02/15/2023	60934N807	305.50	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	305.50	0.00	305.50	0.00
Purchase	02/15/2023	60934N807	4,991.43	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	4,991.43	0.00	4,991.43	0.00
Purchase	02/15/2023	60934N807	7,085.41	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	7,085.41	0.00	7,085.41	0.00
Purchase	02/15/2023	60934N807	7,065.78	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	7,065.78	0.00	7,065.78	0.00
Purchase	02/15/2023	60934N807	3,350.06	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	3,350.06	0.00	3,350.06	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	02/15/2023	60934N807	11,558.19	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	11,558.19	0.00	11,558.19	0.00
Purchase	02/15/2023	60934N807	9,636.41	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	9,636.41	0.00	9,636.41	0.00
Purchase	02/15/2023	60934N807	4,820.23	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	4,820.23	0.00	4,820.23	0.00
Purchase	02/15/2023	60934N807	6,876.21	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	6,876.21	0.00	6,876.21	0.00
Purchase	02/15/2023	60934N807	14,469.95	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	14,469.95	0.00	14,469.95	0.00
Purchase	02/21/2023	60934N807	88.00	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	88.00	0.00	88.00	0.00
Purchase	02/21/2023	60934N807	4,113.75	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	4,113.75	0.00	4,113.75	0.00
Purchase	02/21/2023	60934N807	11,968.03	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	11,968.03	0.00	11,968.03	0.00
Purchase	02/21/2023	60934N807	2,778.07	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	2,778.07	0.00	2,778.07	0.00
Purchase	02/24/2023	60934N807	1,125.00	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	1,125.00	0.00	1,125.00	0.00
Purchase	02/27/2023	60934N807	110.00	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	110.00	0.00	110.00	0.00
Purchase	02/27/2023	60934N807	8,659.18	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	8,659.18	0.00	8,659.18	0.00
Purchase	02/28/2023	60934N807	11,234.38	Federated Investors Govt Oblig Fund Inst.	1.000	4.17%	11,234.38	0.00	11,234.38	0.00
Subtotal			1,003,624.69				1,013,718.19	0.00	1,013,718.19	0.00
TOTAL ACQUISITIONS			1,003,624.69				1,013,718.19	0.00	1,013,718.19	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Sale	02/14/2023	3135G04Q3	415,000.00	FNMA Note 0.25% Due 5/22/2023	98.778	4.79%	409,928.70	236.32	410,165.02	-3,822.15
Sale	02/15/2023	60934N807	460,093.50	Federated Investors Govt Oblig Fund Inst.	1.000	3.91%	460,093.50	0.00	460,093.50	0.00
Subtotal			875,093.50				870,022.20	236.32	870,258.52	-3,822.15
Paydown	02/15/2023	43815BAC4	0.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	100.000		0.00	305.50	305.50	0.00
Paydown	02/15/2023	47787JAC2	0.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	100.000		0.00	290.00	290.00	0.00
Paydown	02/15/2023	47787NAC3	4,980.71	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	100.000		4,980.71	10.72	4,991.43	0.76
Paydown	02/15/2023	47788UAC6	7,057.42	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	100.000		7,057.42	27.99	7,085.41	1.36
Paydown	02/15/2023	47789KAC7	7,038.76	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		7,038.76	27.02	7,065.78	0.43
Paydown	02/15/2023	47789QAC4	0.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	100.000		0.00	58.50	58.50	0.00
Paydown	02/15/2023	47800AAC4	0.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	100.000		0.00	483.08	483.08	0.00
Paydown	02/15/2023	58769KAD6	3,298.39	Mercedes-Benz Auto Lease Trust 2021- B A3 0.4% Due 11/15/2024	100.000		3,298.39	51.67	3,350.06	0.25
Paydown	02/15/2023	65479JAD5	11,508.19	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		11,508.19	50.00	11,558.19	0.61
Paydown	02/15/2023	89232HAC9	9,585.02	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	100.000		9,585.02	51.39	9,636.41	-220.90
Paydown	02/15/2023	89236XAC0	4,807.79	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		4,807.79	12.44	4,820.23	0.90
Paydown	02/15/2023	89237VAB5	6,857.70	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	100.000		6,857.70	18.51	6,876.21	0.53



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	02/15/2023	89240BAC2	14,429.83	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	100.000		14,429.83	40.12	14,469.95	2.68
Paydown	02/21/2023	43813GAC5	4,102.07	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		4,102.07	11.68	4,113.75	0.08
Paydown	02/21/2023	43813KAC6	11,933.19	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		11,933.19	34.84	11,968.03	1.75
Paydown	02/21/2023	43813RAC1	2,759.73	Honda Auto Receivables 2020-1 A3 1.61% Due 4/22/2024	100.000		2,759.73	18.34	2,778.07	0.54
Paydown	02/21/2023	43815GAC3	0.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	100.000		0.00	88.00	88.00	0.00
Paydown	02/27/2023	05601XAC3	0.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	100.000		0.00	110.00	110.00	0.00
Paydown	02/27/2023	09690AAC7	8,634.84	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	100.000		8,634.84	24.34	8,659.18	0.89
Subtotal			96,993.64				96,993.64	1,714.14	98,707.78	-210.12
Security Withdrawal	02/17/2023	60934N807	2,540.37	Federated Investors Govt Oblig Fund Inst.	1.000		2,540.37	0.00	2,540.37	0.00
Subtotal			2,540.37				2,540.37	0.00	2,540.37	0.00
TOTAL DISPOSITIONS			974,627.51				969,556.21	1,950.46	971,506.67	-4,032.27
OTHER TRANSACTIONS										
Interest	02/06/2023	857477BR3	125,000.00	State Street Bank Callable Note Cont 2/6/2025 1.746% Due 2/6/2026	0.000		1,091.25	0.00	1,091.25	0.00
Interest	02/08/2023	037833EB2	700,000.00	Apple Inc Callable Note Cont 1/8/2026 0.7% Due 2/8/2026	0.000		2,450.00	0.00	2,450.00	0.00
Interest	02/09/2023	69371RR40	155,000.00	Paccar Financial Corp Note 0.5% Due 8/9/2024	0.000		387.50	0.00	387.50	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	02/12/2023	3137EAEP0	625,000.00	FHLMC Note 1.5% Due 2/12/2025	0.000		4,687.50	0.00	4,687.50	0.00
Interest	02/15/2023	9128282A7	1,000,000.00	US Treasury Note 1.5% Due 8/15/2026	0.000		7,500.00	0.00	7,500.00	0.00
Interest	02/15/2023	912828P46	1,300,000.00	US Treasury Note 1.625% Due 2/15/2026	0.000		10,562.50	0.00	10,562.50	0.00
Interest	02/15/2023	912828V98	360,000.00	US Treasury Note 2.25% Due 2/15/2027	0.000		4,050.00	0.00	4,050.00	0.00
Interest	02/15/2023	91282CCT6	800,000.00	US Treasury Note 0.375% Due 8/15/2024	0.000		1,500.00	0.00	1,500.00	0.00
Interest	02/24/2023	3137EAEV7	900,000.00	FHLMC Note 0.25% Due 8/24/2023	0.000		1,125.00	0.00	1,125.00	0.00
Interest	02/28/2023	9128284Z0	675,000.00	US Treasury Note 2.75% Due 8/31/2025	0.000		9,281.25	0.00	9,281.25	0.00
Interest	02/28/2023	91282CFH9	125,000.00	US Treasury Note 3.125% Due 8/31/2027	0.000		1,953.13	0.00	1,953.13	0.00
Subtotal			6,765,000.00				44,588.13	0.00	44,588.13	0.00
Dividend	02/02/2023	60934N807	51,854.74	Federated Investors Govt Oblig Fund Inst.	0.000		163.76	0.00	163.76	0.00
Subtotal			51,854.74				163.76	0.00	163.76	0.00
TOTAL OTHER TRANSACTIONS			6,816,854.74				44,751.89	0.00	44,751.89	0.00



AGENDA REPORT

Department: Finance
Prepared by: Karla Apalategui, Sr. Accounting Assistant
Meeting Date: Tuesday, June 6, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Warrant Register #43 for the period of 4/21/23 through 4/27/23 in the amount of \$1,750,512.19

RECOMMENDATION:

Ratify Warrants Totaling \$ 1,750,512.19

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 4/21/23 – 4/27/23. 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>
California Comm Pool	363060	\$391,780.94	CIP 22-01 Las Palmas Pool Renovation
Innovative Construction	363105	\$ 51,834.00	CIP 22-01 Las Palmas Pool – Eng/Pw
Kimley Horn	363107	\$183,673.80	CIP 20-09 NC Eastside 1805 Community
SBCS Corporation	363136	\$152,726.00	South Bay Community Services
City of San Diego	363068	\$106,300.08	Fire & Emergency Med Dispatch Svcs
EsGil	363089	\$ 58,462.09	EsGil Building Plan Checks
NV5 Inc	363119	\$127,854.81	CIP 22-24 – Military Installation Grant
Public Emp Ret System	230427	\$294,862.99	Service Period 4/4/23 – 4/17/23

FINANCIAL STATEMENT:

Warrant total \$ 1,750,512.19

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBIT:

Warrant Register No. 43



**WARRANT REGISTER # 43
4/27/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Mayor and Council</u>				
PORTES, EMILY	REIMB / SNACKS FOR CONSULATE GENERAL PARTY	363126	4/27/2023	\$52.44
SMART SOURCE OF CALIFORNIA LLC	MOP#63845 - LETTERHEAD- CM RODRIGUEZ	363142	4/27/2023	\$90.45
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	363147	4/27/2023	\$44.84
T'S & SIGNS	T'S & SIGNS INC. PAPER SUPPLIES	363155	4/27/2023	\$1,120.14
T'S & SIGNS	MAP BOARD - CM YAMANE	363156	4/27/2023	\$78.30
	Total for Department			1,386.17
<u>City Manager</u>				
APPLIED GEOGRAPHIC SOLUTIONS, INC	PRC#12777 - DEMOGRAPHIC REPORTS	363053	4/27/2023	\$750.00
PROFESSIONAL SEARCH GROUP LLC	TEMPORARY SERVICE - EMILY PORTES	363129	4/27/2023	\$1,715.70
PROFESSIONAL SEARCH GROUP LLC	TEMPORARY SERVICES - EMILY PORTES	363129	4/27/2023	\$1,256.85
STAPLES BUSINESS ADVANTAGE	MOP# - OFFICE SUPPLY - CMO	363147	4/27/2023	\$94.53
STAPLES BUSINESS ADVANTAGE	MOP#45704 - OFFICE SUPPLIES - CMO	363147	4/27/2023	\$85.95
STAPLES BUSINESS ADVANTAGE	MOP#45704 - OFFICE SUPPLIES -CMO	363147	4/27/2023	\$45.97
	Total for Department			3,949.00
<u>MIS</u>				
AT&T	AT&T & SBC ANNUAL PHONE SERVICE FOR FY23	363055	4/27/2023	\$2,216.61
AT&T	AT&T & SBC ANNUAL PHONE SERVICE FOR FY23	363056	4/27/2023	\$81.18
CORELOGIC SOLUTIONS LLC	REALQUEST MONTHLY REPORTS FY23	363070	4/27/2023	\$75.51
COX COMMUNICATIONS	COX DATA, VIDEO SERVICES FY23	363071	4/27/2023	\$2,683.90
DE LAGE LANDEN	DLL 20 SHARP COPIERS LEASE FOR FY23	363076	4/27/2023	\$2,939.63
DELL MARKETING L P	KENSINGTON SD4850P USB-C 10GBPS DOCKING	363079	4/27/2023	\$2,195.19
ESRI	ESRI ARCGIS RENEWAL~	363090	4/27/2023	\$13,700.00
KRONOS INC	ANNUAL MAINTENANCE AND LICENSING FOR PD	363108	4/27/2023	\$51.22
NTT AMERICA, INC	SMARTNET RENEWAL 12/16/22 -12/15/23	363117	4/27/2023	\$22,129.80
TYLER TECHNOLOGIES INC	TYLER MUNIS / CAD	363157	4/27/2023	\$740.00
	Total for Department			41,755.84
<u>Finance</u>				
CSMFO	CSMFO - MEMBERSHIP RENEWAL RACHELLE B & PAUL V	363066	4/27/2023	\$250.00
HINDERLITER DE LLAMAS &, ASSOCIATES	CONTRACT SERVICES PROPERTY TAX JAN - MARCH 2023	363103	4/27/2023	\$3,254.74
HINDERLITER DE LLAMAS &, ASSOCIATES	AUDIT SERVICES - TRANSACTIONS TAX Q3/2022	363103	4/27/2023	\$244.90
CALIFORNIA LAW ENFORCEMENT	MAY 2023 -PD LTD	363061	4/27/2023	\$2,349.00
DELTA DENTAL INSURANCE CO	MAY 2023 GRP# 05-7029600000 PMI DENTAL INS	363080	4/27/2023	\$1,801.75
DELTA DENTAL INSURANCE CO	MAY 2023 - GRP #05-7029600002 COBRA DENTAL	363081	4/27/2023	\$97.22
DELTA DENTAL OF CALIFORNIA	MAY 2023 GRP #05-0908600000 DENTAL INS PREMIER	363082	4/27/2023	\$16,133.36
DELTA DENTAL OF CALIFORNIA	MAY 2023 - GRP#05-0908601002 COBRA PREMIER	363083	4/27/2023	\$45.22
HEALTH NET	GRP. # N8239C - MAY 2023 HEALTH NET INSURANCE	363098	4/27/2023	\$1,734.92
HEALTH NET	GRP. # N7177A - APRIL 2023 HEALTH NET INSURANCE	363098	4/27/2023	(\$638.72)
HEALTH NET	GRP. # N8239A - MAY 2023 HEALTH NET INSURANCE	363099	4/27/2023	\$1,447.07
HEALTH NET	GRP. #N8240A - MAY 2023 HEALTH NET INSURANCE	363100	4/27/2023	\$1,346.10
HEALTH NET	GRP # R1192R - MAY 2023 HEALTH NET - D.JONES	363101	4/27/2023	\$923.49
HEALTH NET INC	GRP. #LB439F - MAY 2023 HEALTH NET INSURANCE	363102	4/27/2023	\$774.98
RELIANCE STANDARD	MAY 2023 - GRP VAI826233 VCI801146 & VG180848	363132	4/27/2023	\$3,974.77
	Total for Department			33,738.80
<u>City Attorney's Office</u>				
DE CASTRO PC	LEGAL FEES / DISTRICT VOTING / CAO	363075	4/27/2023	\$10,950.58



**WARRANT REGISTER # 43
4/27/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	363077	4/27/2023	\$5,066.33
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	363078	4/27/2023	\$550.00
STAPLES BUSINESS ADVANTAGE	MOP #45704 / OFFICE SUPPLIES / RISK MANAGEMENT	363147	4/27/2023	\$46.22
		Total for Department		16,613.13
<u>Human Resources</u>				
ADMINSURE INC	WORKERS' COMPENSATION CLAIMS - MAY	363048	4/27/2023	\$8,353.00
BIDDLE CONSULTING GROUP INC	CRITICAL ELITE ANNUAL SOFTWARE FOR DISPATCHER TE	363057	4/27/2023	\$2,995.00
CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	363069	4/27/2023	\$688.00
DEPARTMENT OF JUSTICE	NEW EMPLOYEE FINGERPRINT TEST RESULTS DOJ MARCH	363084	4/27/2023	\$224.00
G2SOLUTIONS, INC	NEW EMPLOYEE FINDGER PRINT TEST MARCH	363093	4/27/2023	\$5.25
GARCIA, PEDRO	REIMBURSEMENT - COFFEE FOR CULTURE CLUB	363094	4/27/2023	\$389.85
		Total for Department		12,655.10
<u>Non-Departmental</u>				
BNSF RAILWAY COMPANY	PRELIM ENGINEERING SUPP FOR BAYSHORE BIKEWAY 5-EI	363058	4/27/2023	\$9,508.53
CALIFORNIA COMMERCIAL POOL	CIP 22-01 LAS PALMAS POOL RENOVATION - ENG/PW	363060	4/27/2023	\$391,780.94
CHEN RYAN ASSOCIATES INC	BAYSHORE BIKEWAY SEGMENT 5- ENG/PW	363064	4/27/2023	\$15,617.36
CITY OF ENCINITAS	RSWA - PAYMENT FOR ENVIRONMENTAL ENHANCEMENT FL	363067	4/27/2023	\$33,046.00
DEVANEY PATE MORRIS & CAMERON	LEGAL SERVICES - PORT OF SAN DIEGO	363086	4/27/2023	\$5,250.00
D-MAX ENGINEERING INC	CIP 2-28 PC WETLAND EXPANSION AND PARK SITE PROJEC	363087	4/27/2023	\$525.77
HDR ENGINEERING, INC.	CIP 19-11 PARADISE CREEK AT PLAZA PHASE II - ENG/PW	363097	4/27/2023	\$1,876.00
INNOVATIVE CONSTRUCTION	CIP 22-01 LAS PALMAS POOL - ENG/PW	363105	4/27/2023	\$51,834.00
KIMLEY HORN	CIP 20-09 NC EASTSIDE I805 COMMUNITY - ENG/PW	363107	4/27/2023	\$183,673.80
KTUA	NC OLDCC INSTALLATION RESILIENCY GRANT- ENG/PW	363109	4/27/2023	\$34,808.00
NV5 INC	CIP 21-15 MLK COMMUNITY CENTER REMODEL - ENG/PW	363119	4/27/2023	\$1,668.61
RANDALL LAMB ASSOCIATES INC	CIP 20-20 NC CIVIC CENTER SERVER ROOM CRAC REPLACE	363131	4/27/2023	\$500.00
SBCS CORPORATION	SOUTH BAY COMMUNITY SERVICES	363136	4/27/2023	\$152,726.00
SOLANA CENTER FOR	RSWA - SB 1383 COMPLIANCE SUPPORT SVS 03/01/23 - 03/3	363145	4/27/2023	\$6,150.00
WOODRUFF, SPRADLIN & SMART APC	RSWA - REIMBURSEMENTS TO WSS FOR RSWA	363162	4/27/2023	\$98.82
		Total for Department		889,063.83
<u>Police</u>				
ADAMOS, MAELIHINI R	TRAINING ADV LDG SUB TYLER 2023	363046	4/27/2023	\$586.28
ADAMSON POLICE PRODUCTS	12GA ROUND	363047	4/27/2023	\$3,039.57
CAMARGO, CYNTHIA C	TRAINING ADV SUB LDG NICHE	363062	4/27/2023	\$532.00
CARLOMAGNO, ANTHONY	TRAINING TUITION CRISIS NEG ADV	363063	4/27/2023	\$397.47
CHIEF LEADERSHIP	COACHING AND ASSESSMENT AYDELOTTE	363065	4/27/2023	\$5,500.00
DATA DETECTION GROUP	DATA CONVERSION	363073	4/27/2023	\$743.75
DAVIS, EVAN	TRAINING ADV LDG SUB	363074	4/27/2023	\$586.28
DELL MARKETING L P	DELL POWERSVAULT	363079	4/27/2023	\$9,764.23
DEPT OF JUSTICE	DOJ FINGERPRINTING	363085	4/27/2023	\$394.00
EXPERIAN	CREDIT CHECKS MARCH	363091	4/27/2023	\$27.48
GOVCONNECTION INC	HP PLOTTER	363096	4/27/2023	\$5,238.44
LASER SAVER INC	MOP 04840 TONER PD	363110	4/27/2023	\$643.36
LASHBROOK, AMBER	TRAINING ADV LDG SUB 2023 TYLER CONNET	363111	4/27/2023	\$586.28
LOPEZ, YELMA G	TRAINING ADV LDG TYLER CNNCT 2023	363112	4/27/2023	\$586.28
NATIONAL CITY POLICE EXPLORER	REIMB: 2023 EXPLORER ACADEMY	363114	4/27/2023	\$4,320.00
PC SPECIALISTS INC	MISC MIS EQUIP / PANASONIC BATTERIES	363123	4/27/2023	\$613.35
POLICE AND FIRE PSYCHOLOGY	PSYCH TESTING TWO RECRUITS	363124	4/27/2023	\$1,350.00



WARRANT REGISTER # 43
4/27/2023

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PORAC	PORAC FOR RESERVE OFFICERS	363125	4/27/2023	\$36.00
RUSS BASSETT CORP.	MOUNTS FOR MONITORS	363133	4/27/2023	\$4,919.37
SAN DIEGO POLICE EQUIPMENT	FEDERAL AMMO	363135	4/27/2023	\$25,251.38
SIRCHIE ACQUISITION COMPANY	P&E SUPPLIES	363140	4/27/2023	\$2,270.70
SMART SOURCE OF CALIFORNIA LLC	MOP 24302 PRINTING PD	363142	4/27/2023	\$334.56
SPORTELLI, MICHAEL	TRAINING ADV LDG 2023 TYLER CONNECT	363146	4/27/2023	\$586.28
	Total for Department			68,307.06
Fire				
4 IMPRINT INC	117885-H-B/LITTLE PAW BEAR W/HOODIE, FIRE	363044	4/27/2023	\$433.06
ACE UNIFORMS & ACCESSORIES INC	WRK-FP62BK-36X30-BLK:FP62BKDUAL	363045	4/27/2023	\$656.10
ALLSTAR FIRE EQUIPMENT INC	ELKHART MODEL 0069XD0F-010100070A/FIRE	363051	4/27/2023	\$6,316.48
CITY OF SAN DIEGO	FIRE&EMERGNCY MED DISPATCH SVCS FY22-23	363068	4/27/2023	\$106,300.08
DANNLEY-JOHNSTON, BODHI	REIMBURSMENT, RENEW EMT-P LICENCENSE/FIRE	363072	4/27/2023	\$250.00
DEPARTMENT OF JUSTICE	NEW EMPLOYEE FINGERPRINT TEST RESULTS DOJ MARCH	363084	4/27/2023	\$441.00
G2SOLUTIONS, INC	NEW EMPLOYEE FINDGER PRINT TEST MARCH	363093	4/27/2023	\$6.75
PRO BUILD COMPANY	MOP 45707, 4X4 8 DF CONST/STD S4S/FIRE	363128	4/27/2023	\$67.68
PRUDENTIAL OVERALL SUPPLY	MOP #45742, 18X18 PURPLE SHOP TOWEL/FIRE	363130	4/27/2023	\$25.00
SMART SOURCE OF CALIFORNIA LLC	MOP #63845, #10 REGULAR ENVELOPES /FIRE	363143	4/27/2023	\$172.34
SO CAL PPE, LLC	TURNOUT COAT ADVANCE CLEANING	363144	4/27/2023	\$10,815.01
SUN BADGE COMPANY INC	NEW BADGE	363148	4/27/2023	\$1,372.89
	Total for Department			126,856.39
Building				
ESGIL LLC	ESGIL BUILDING PLAN CHECKS	363089	4/27/2023	\$58,462.09
	Total for Department			58,462.09
Engineering / PW's				
AIRGAS USA LLC	MOP 45714 GENERAL SUPPLIES-PW	363049	4/27/2023	\$99.68
AMAZON	8 INCH PLASTIC REAR WHEEL TIRES FOR PARKS - ENG/PW	363052	4/27/2023	\$286.80
ASBURY ENVIRONMENTAL SVS	USED OIL SERVICE CHARGE FY23-PW/EQUIPMENT	363054	4/27/2023	\$95.00
BROADWAY AUTO GLASS	OFF-SITE WINDOW TINT FY23- PW/EQUIPMENT	363059	4/27/2023	\$179.00
CHEN RYAN ASSOCIATES INC	AS NEEDED SUPPORT SERVICES - ENG/PW	363064	4/27/2023	\$1,550.00
D-MAX ENGINEERING INC	NC STORM WATER SERVICES FY 22-23 - ENG/PW	363087	4/27/2023	\$8,846.58
D-MAX ENGINEERING INC	T&A 90538 - KIMBALL HIGHLAND EAST - ENG/PW	363088	4/27/2023	\$832.78
FERGUSON ENTERPRISES 1350	MOP 45723 AUTO SUPPLIES- PW SEWER FY 23	363092	4/27/2023	\$157.45
GEOSYNTEC CONSULTANTS INC	CNC NCFD COMPLIANCE WORK - ENG/PW	363095	4/27/2023	\$8,558.91
GEOSYNTEC CONSULTANTS INC	CNC DUCK POND GW MONITORING - ENG/PW	363095	4/27/2023	\$1,358.50
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES FY23-PW/FACILITIES	363104	4/27/2023	\$2,562.49
INNOVATIVE CONSTRUCTION	T&A 90538 - KIMBALL HIGHLAND EAST - ENG/PW	363105	4/27/2023	\$139.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING, FY23- PW/FACILI	363106	4/27/2023	\$295.00
NATIONAL CITY TROPHY	MOP 66556 OFFICE SUPPLIES- PW	363115	4/27/2023	\$190.09
NV5 INC	CIP 22-24 PREPARATION OF MILITARY INSTALLATION GRAN	363119	4/27/2023	\$127,854.81
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES-PW	363121	4/27/2023	\$40.39
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES- PW	363122	4/27/2023	\$33.04



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4/27/2023

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
POWERSTRIDE BATTERY CO INC	MOP 67839 GENERAL SUPPLIES-PW	363127	4/27/2023	\$4,458.66
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES- PW	363128	4/27/2023	\$883.56
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES- PW STREETS/FY23	363130	4/27/2023	\$694.65
SAN DIEGO MECHANICAL ENERGY	REPAIRS TO HVAC SYSTEMS FY23-PW/FACILITIES	363134	4/27/2023	\$508.00
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS	363137	4/27/2023	\$140.00
SEDANO FORD OF LM, INC.	R&M CITY VEHICLES FY2023	363139	4/27/2023	\$453.09
SITEONE LANDSCAPE SUPPLY LLC	MOP 692777 LANDSCAPE SUPPLIES- PW	363141	4/27/2023	\$667.23
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES-PW	363147	4/27/2023	\$34.56
SWEETWATER AUTHORITY	WATER BILL / WASTEWATER FY23 FEB-MAR	363149	4/27/2023	\$300.26
T MAN TRAFFIC SUPPLY	STREET MARKING SUPPLIES FY23-PW/STREETS	363151	4/27/2023	\$976.87
TARGET SPECIALTY PRODUCTS	BACKPACK SPRAYER FY23-PW/PARKS	363152	4/27/2023	\$787.09
TERMINIX INTERNATIONAL	CITY OWNED FACILITIES ONGOING PEST FY23-PW	363153	4/27/2023	\$1,269.00
THE BUMPER GUY INC	CITY VEHICLE PARTS FY23- PW/EQUIPMENT	363154	4/27/2023	\$2,728.12
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES FY23- PW	363159	4/27/2023	\$2,933.51
WETMORES	MOP 80333 AUTO SUPPLIES-PW	363160	4/27/2023	\$68.32
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRIC SUPPLIES-PW	363161	4/27/2023	\$42.04
		Total for Department		170,024.48
<u>Housing</u>				
APPLIED GEOGRAPHIC SOLUTIONS, INC	PRC#12777 - DEMOGRAPHIC REPORTS	363053	4/27/2023	\$750.00
MDG ASSOCIATES, LLC.	MDG TO DEVELOP A HOME ARP ALLOCATION	363113	4/27/2023	\$10,383.05
NOWDOCS INTERNATIONAL INC	1099 MISC ENVELOPES 777-1 FOR SECTION 8	363116	4/27/2023	\$137.03
OFFICE SOLUTIONS BUSINESS	MOP83778 OFFICE SUPPLIES HOUSING	363120	4/27/2023	\$34.29
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES	363147	4/27/2023	\$39.16
		Total for Department		11,343.53
<u>Community Services/Nutrition/Library</u>				
ALDEMCO	FOOD	363050	4/27/2023	\$1,162.60
AMAZON	OFFICE SUPPLIES	363052	4/27/2023	\$606.64
SEAPORT MEAT COMPANY	FOOD FOR NUTRITION CENTER	363138	4/27/2023	\$202.33
SYSCO SAN DIEGO INC	FOOD	363150	4/27/2023	\$3,745.20
T'S & SIGNS	CUSTOM POST ITS 4 X 6 PACK OF 50 SHEETS	363155	4/27/2023	\$130.50
W. GERRIETS INTERNATIONAL INC.	MARLEY FLOORING FOR EL TOYON	363158	4/27/2023	\$5,600.51
		Total for Department		11,447.78
		A/P Warrant Total		1,445,603.20
WIRED PAYMENTS				
<u>Fire</u>				
U S BANK	CREDIT CARD PAYMENT FOR S MORA/ FIRE	198621	4/26/2023	\$300.86
U S BANK	CREDIT CARD PAYMENT, J STILES/FIRE	198621	4/26/2023	\$74.73
U S BANK	CREDIT FROM US BANK FOR E BENEDEK /FIRE	198621	4/26/2023	(\$28.18)



WARRANT REGISTER # 43
4/27/2023

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Police</u>				
UNITED STATES TREASURY	DOJ ASAP GRANT REFUND 2016	147343	4/26/2023	\$1,145.59
<u>Non-Departmental</u>				
EDD	UI REM BENEFIT CHARGES - PERIOD JAN 1 THRU MAR 31 20	751685	4/26/2023	\$8,553.00
<u>Finance</u>				
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 4/4/23 - 4/17/23	230427	4/27/2023	\$294,862.99
GRAND TOTAL				1,750,512.19



AGENDA REPORT

Department: Finance
Prepared by: Karla Apalategui, Sr. Accounting Assistant
Meeting Date: Tuesday, June 6, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Warrant Register #44 for the period of 4/28/23 through 5/4/23 in the amount of \$2,895,913.06

RECOMMENDATION:

Ratify Warrants Totaling \$2,895,913.06

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 4/28/23 – 5/4/23. Consistent with Department of Finance’s practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
City of Chula Vista	363253	\$97,356.00	Animal Shelter Jan-March
SDG&E	363300	\$73,959.98	Gas And Electric for Facilities FY23
NV5 Inc	363282	\$67,373.75	Plan Check Services – ATT – Eng/PW

FINANCIAL STATEMENT:

Warrant total \$2,895,913.06

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBIT:

Warrant Register No. 44



**WARRANT REGISTER # 44
5/4/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Retirees</u>				
ANDERSON	RETIREE HEALTH BENEFITS - MAY 2023	363163	5/1/2023	110.00
BEARD	RETIREE HEALTH BENEFITS - MAY 2023	363164	5/1/2023	70.00
BECK	RETIREE HEALTH BENEFITS - MAY 2023	363165	5/1/2023	140.00
BEVERIDGE	RETIREE HEALTH BENEFITS - MAY 2023	363166	5/1/2023	640.00
BISHOP	RETIREE HEALTH BENEFITS - MAY 2023	363167	5/1/2023	110.00
BOEGLER	RETIREE HEALTH BENEFITS - MAY 2023	363168	5/1/2023	260.00
BULL	RETIREE HEALTH BENEFITS - MAY 2023	363169	5/1/2023	580.00
CAMEON	RETIREE HEALTH BENEFITS - MAY 2023	363170	5/1/2023	400.00
CANEDO	RETIREE HEALTH BENEFITS - MAY 2023	363171	5/1/2023	620.00
CARRILLO	RETIREE HEALTH BENEFITS - MAY 2023	363172	5/1/2023	290.00
CASTELLANOS	RETIREE HEALTH BENEFITS - MAY 2023	363173	5/1/2023	500.00
COLE	RETIREE HEALTH BENEFITS - MAY 2023	363174	5/1/2023	165.00
COLLINSON	RETIREE HEALTH BENEFITS - MAY 2023	363175	5/1/2023	420.00
CONDON	RETIREE HEALTH BENEFITS - MAY 2023	363176	5/1/2023	280.00
CORDERO	RETIREE HEALTH BENEFITS - MAY 2023	363177	5/1/2023	520.00
DALLA	RETIREE HEALTH BENEFITS - MAY 2023	363178	5/1/2023	900.00
DANESHFAR	RETIREE HEALTH BENEFITS - MAY 2023	363179	5/1/2023	250.00
DEESE	RETIREE HEALTH BENEFITS - MAY 2023	363180	5/1/2023	660.00
DESROCHERS	RETIREE HEALTH BENEFITS - MAY 2023	363181	5/1/2023	110.00
DIAZ	RETIREE HEALTH BENEFITS - MAY 2023	363182	5/1/2023	680.00
DREDGE	RETIREE HEALTH BENEFITS - MAY 2023	363183	5/1/2023	250.00
DUONG	RETIREE HEALTH BENEFITS - MAY 2023	363184	5/1/2023	280.00
EISER III	RETIREE HEALTH BENEFITS - MAY 2023	363185	5/1/2023	250.00
ESPIRITU	RETIREE HEALTH BENEFITS - MAY 2023	363186	5/1/2023	620.00
ETZLER	RETIREE HEALTH BENEFITS - MAY 2023	363187	5/1/2023	460.00
FABINSKI	RETIREE HEALTH BENEFITS - MAY 2023	363188	5/1/2023	220.00
FERNANDEZ	RETIREE HEALTH BENEFITS - MAY 2023	363189	5/1/2023	270.00
FIFIELD	RETIREE HEALTH BENEFITS - MAY 2023	363190	5/1/2023	540.00
GAUT	RETIREE HEALTH BENEFITS - MAY 2023	363191	5/1/2023	700.00
GELSKEY	RETIREE HEALTH BENEFITS - MAY 2023	363192	5/1/2023	115.00
GIBBS JR	RETIREE HEALTH BENEFITS - MAY 2023	363193	5/1/2023	120.00
GONZALES	RETIREE HEALTH BENEFITS - MAY 2023	363194	5/1/2023	480.00
HARLAN	RETIREE HEALTH BENEFITS - MAY 2023	363195	5/1/2023	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - MAY 2023	363196	5/1/2023	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - MAY 2023	363197	5/1/2023	400.00
HODGES	RETIREE HEALTH BENEFITS - MAY 2023	363198	5/1/2023	200.00
IBARRA	RETIREE HEALTH BENEFITS - MAY 2023	363199	5/1/2023	780.00
JONES	RETIREE HEALTH BENEFITS - MAY 2023	363200	5/1/2023	60.00
JONES	RETIREE HEALTH BENEFITS - MAY 2023	363201	5/1/2023	480.00
JUNIEL	RETIREE HEALTH BENEFITS - MAY 2023	363202	5/1/2023	50.00
KIMBLE	RETIREE HEALTH BENEFITS - MAY 2023	363203	5/1/2023	300.00
KLOS	RETIREE HEALTH BENEFITS - MAY 2023	363204	5/1/2023	480.00
LAFRENIERE	RETIREE HEALTH BENEFITS - MAY 2023	363205	5/1/2023	660.00
LIMFUECO	RETIREE HEALTH BENEFITS - MAY 2023	363206	5/1/2023	160.00
MATIENZO	RETIREE HEALTH BENEFITS - MAY 2023	363207	5/1/2023	100.00
MCCABE	RETIREE HEALTH BENEFITS - MAY 2023	363208	5/1/2023	280.00



MCDANIEL	RETIREE HEALTH BENEFITS - MAY 2023	363209	5/1/2023	290.00
MEEKS	RETIREE HEALTH BENEFITS - MAY 2023	363210	5/1/2023	460.00
MENDOZA	RETIREE HEALTH BENEFITS - MAY 2023	363211	5/1/2023	290.00
MINER	RETIREE HEALTH BENEFITS - MAY 2023	363212	5/1/2023	580.00
MUNOZ	RETIREE HEALTH BENEFITS - MAY 2023	363213	5/1/2023	640.00
NAGLE	RETIREE HEALTH BENEFITS - MAY 2023	363214	5/1/2023	460.00
NOTEWARE	RETIREE HEALTH BENEFITS - MAY 2023	363215	5/1/2023	120.00
OLIVERIA	RETIREE HEALTH BENEFITS - MAY 2023	363216	5/1/2023	360.00
PAUU JR	RETIREE HEALTH BENEFITS - MAY 2023	363217	5/1/2023	340.00
PE	RETIREE HEALTH BENEFITS - MAY 2023	363218	5/1/2023	300.00
PEASE JR	RETIREE HEALTH BENEFITS - MAY 2023	363219	5/1/2023	140.00
POST	RETIREE HEALTH BENEFITS - MAY 2023	363220	5/1/2023	280.00
RAY	RETIREE HEALTH BENEFITS - MAY 2023	363221	5/1/2023	190.00
REDIKOP	RETIREE HEALTH BENEFITS - MAY 2023	363222	5/1/2023	400.00
RIOS	RETIREE HEALTH BENEFITS - MAY 2023	363223	5/1/2023	240.00
ROARK	RETIREE HEALTH BENEFITS - MAY 2023	363224	5/1/2023	135.00
RODRIGUEZ	RETIREE HEALTH BENEFITS - MAY 2023	363225	5/1/2023	260.00
ROUSTON	RETIREE HEALTH BENEFITS - MAY 2023	363226	5/1/2023	660.00
RUIZ	RETIREE HEALTH BENEFITS - MAY 2023	363227	5/1/2023	310.00
SAINZ	RETIREE HEALTH BENEFITS - MAY 2023	363228	5/1/2023	300.00
SANCHEZ	RETIREE HEALTH BENEFITS - MAY 2023	363229	5/1/2023	330.00
SERVATIUS	RETIREE HEALTH BENEFITS - MAY 2023	363230	5/1/2023	340.00
SHEPHARD	RETIREE HEALTH BENEFITS - MAY 2023	363231	5/1/2023	440.00
SHOEMAKER	RETIREE HEALTH BENEFITS - MAY 2023	363232	5/1/2023	480.00
SILVA	RETIREE HEALTH BENEFITS - MAY 2023	363233	5/1/2023	580.00
SMITH	RETIREE HEALTH BENEFITS - MAY 2023	363234	5/1/2023	320.00
SMITH	RETIREE HEALTH BENEFITS - MAY 2023	363235	5/1/2023	560.00
STEWART	RETIREE HEALTH BENEFITS - MAY 2023	363236	5/1/2023	200.00
TIPTON	RETIREE HEALTH BENEFITS - MAY 2023	363237	5/1/2023	250.00
UNGAB	RETIREE HEALTH BENEFITS - MAY 2023	363238	5/1/2023	600.00
VILLAGOMEZ	RETIREE HEALTH BENEFITS - MAY 2023	363239	5/1/2023	480.00
VILLARIASA	RETIREE HEALTH BENEFITS - MAY 2023	363240	5/1/2023	480.00
WHITE	RETIREE HEALTH BENEFITS - MAY 2023	363241	5/1/2023	230.00
WILKINS	RETIREE HEALTH BENEFITS - MAY 2023	363242	5/1/2023	520.00
YBARRA	RETIREE HEALTH BENEFITS - MAY 2023	363243	5/1/2023	220.00
			Total	29,745.00
City Attorney				
BURKE WILLIAMS & SORENSEN LLP	LEGAL SERVICES	363251	5/4/2023	4,952.95
MEYERS, NAVE, RIBACK, SILVER	LEGAL SERVICES	363280	5/4/2023	985.00
			Total	5,937.95
Finance				
BARDLAES DUARTE	P70216 CITATION REFUNDS - NOVEMBER 2022	363249	5/4/2023	320.00
CASAS	CITATION REFUNDS - NOVEMBER 2022	363252	5/4/2023	80.00
DURAN	CITATION REFUNDS- NOVEMBER 2022	363263	5/4/2023	10.00
FIRE PREVENTION SERVICES INC	WEED ABATEMENT PROGRAM APPORTIONMENTS	363267	5/4/2023	43,985.87
GONZALEZ	CITATION REFUNDS - NOVEMBER 2022	363270	5/4/2023	10.00
MARTINEZ	CITATION REFUNDS - NOVEMBER 2022	363277	5/4/2023	110.00
THE LINCOLN NATIONAL LIFE INS	GRP #415491 - MAY 2023	363314	5/4/2023	8,682.38
			Total	53,198.25



Neighborhood Services

ACE UNIFORMS & ACCESSORIES INC	GOMEZ UNIFORM	363245	5/4/2023	5,061.65
BOOT WORLD	BOOT WOR;LD / NSD	363250	5/4/2023	425.70
PRO BUILD COMPANY	MOP 45707 PAINT SUPPLIES / NSD	363291	5/4/2023	3,199.49
SMART SOURCE OF CALIFORNIA LLC	MOP#63845 - REGULAR ENVELOPES- VICE MAYO	363306	5/4/2023	363.19
THE SHERWIN WILLIAMS CO	MOP 77816 PAINT SUPPLIES / NSD	363315	5/4/2023	1,202.56
VISTA PAINT	MOP 68834 PAINT SUPPLIES / NSD	363319	5/4/2023	1,247.90

Total 11,500.49

Police

ACE UNIFORMS & ACCESSORIES INC	GOMEZ UNIFORM	363245	5/4/2023	5,061.65
ADAMSON POLICE PRODUCTS	PE SUPPLIES	363246	5/4/2023	111.63
CITY OF CHULA VISTA	ANIMAL SHELTER JAN/FEB/MAR	363253	5/4/2023	97,356.00
DEPT OF JUSTICE	FEB DOJ FINGERPRINTING	363260	5/4/2023	288.00
GIL	REIMB: TABLE FOR CULTURE CLUB	363269	5/4/2023	108.75
GRAINGER	MOP 09513 SUPPLIES PD	363271	5/4/2023	1,050.40
LASER SAVER INC	MOP 04840 TONER PD	363274	5/4/2023	929.44
NATIONAL EMBLEM INC	NCPD SHOULDER PATCHES / NOVEMBER	363281	5/4/2023	856.65
PC SPECIALISTS INC	MISC MIS EQUIP	363287	5/4/2023	1,067.93
PRO BUILD COMPANY	MOP 45707 PAINT SUPPLIES / PD	363291	5/4/2023	51.10
S D COUNTY SHERIFF'S DEPT	FEBRUARY TRAINING SHOOT	363296	5/4/2023	600.00
SAN DIEGO PET SUPPLY	MOP 02975 K9 SUPPLIES PD	363298	5/4/2023	555.09
SAN DIEGO POLICE EQUIPMENT	VESTS NORIE / WYATT / WILLIAMS	363299	5/4/2023	4,181.45
STAPLES BUSINESS ADVANTAGE	PE CHAIRS	363308	5/4/2023	1,252.05
SYMBOLARTS, LLC	BADGES, RETIRED BADGE WALLETS	363312	5/4/2023	690.51
T-MOBILE MOBILE USA INC.	GPS LOCATE CASE 223685	363316	5/4/2023	25.00
WILLY'S ELECTRONIC SUPPLY	MOP 00351 MIS EQUIP PD	363321	5/4/2023	299.76
PMW ASSOCIATES	TRAINING TUITION INTERNA AFFAIRS SHANAHA	363288	5/4/2023	525.00
PMW ASSOCIATES	TRAINING TUITION INTERNAL AFFAIRS - PD	363289	5/4/2023	525.00
SHANAHAN	TRAINING INTRNL AFFRS	363304	5/4/2023	396.00
SPORTELLI	TRAINING ADV LDG 2023 TYLER CONNECT	363322	5/4/2023	586.28
CLEAR, INC.	TUITION PAYMENT FOR CLEAR REGION 3 TRAINING	363257	5/4/2023	300.00
CRUZ	TACTICAL RESPONSE TO SCHOOL ACTIVE SHOOT / PD	363258	5/4/2023	44.04
DEPASCALE	SHEMAN BLOCK SLI-6 -PD	363259	5/4/2023	109.56
LONG	CRISIS NEGOTIATIONS CONFERENCE - PD	363275	5/4/2023	654.67
SEWARD	FORCE SCIENCE CERTIFICCATON	363303	5/4/2023	2,389.48
SULLIVAN	SUCCEEDING AS A POLICE CHIEF TRAINING / PD	363309	5/4/2023	113.87
TELLEZ	TRI COUNTRY CHIEFS CONFERENCE - JOSE TEL	363313	5/4/2023	39.72

Total 120,169.03

Public Works

AAIR PURIFICATION SYSTEMS	MIDDLE HOSE 10" FY23- PW/EQUIPMENT	363244	5/4/2023	1,124.91
AIRGAS USA LLC	MOP 45714 LANDSCAPE SUPPLIES-PW	363248	5/4/2023	143.55
BOOT WORLD	BOOT WOR;LD / PW	363250	5/4/2023	293.53
CLEAR WATER TECHNOLOGIES LLC	CITY WIDE WATER TREATMENT FY23-PW/FACILITIES	363256	5/4/2023	950.00
DISCOUNT SPECIALTY CHEMICALS	SORTED TIME MIST SCENTS FY23-PW/SEWER	363262	5/4/2023	419.69
FERGUSON ENTERPRISES 1350	MOP 45723 GENERAL SUPPLIES-PW	363265	5/4/2023	1,899.16
FLEET SERVICES INC	MOP 67804 AUTO SUPPLIES-PW	363268	5/4/2023	499.97
GRAINGER	MOP 09513 SUPPLIES PD	363271	5/4/2023	1,050.40
HAAKER EQUIPMENT COMPANY	SMALL EQUIPMENT PURCHASES FY23-PW/EQUIP	363272	5/4/2023	1,174.50



HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES FY23 -PW/FACILITIES	363273	5/4/2023	326.46
MARTIN MARIETTA MATERIALS INC	INFIELD SOIL FY23-PW/PARKS	363276	5/4/2023	406.72
MASON'S SAW	MOP 45729 LANDSCAPE SUPPLIES-PW	363278	5/4/2023	650.52
MEGLA MANUFACTURING INC	REPAIR TO POLICE CAR BOX FY23-PW/EQUIPME	363279	5/4/2023	350.00
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES-PW	363283	5/4/2023	250.62
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES-PW	363284	5/4/2023	68.40
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES-PW	363285	5/4/2023	43.36
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES-PW	363286	5/4/2023	10.35
POWERSTRIDE BATTERY CO INC	MOP 67839 GENERAL SUPPLIES-PW	363290	5/4/2023	65.25
PRO BUILD COMPANY	MOP 45707 PAINT SUPPLIES / PW	363291	5/4/2023	773.35
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES- PW	363292	5/4/2023	85.84
RIGEL PRODUCTS AND SERVICE	EXHAUST GASKET FY23- PW/EQUIPMENT	363294	5/4/2023	481.22
SAN DIEGO MECHANICAL ENERGY	SERVICE CALL- FIRE EXTINGUISHERS FY23-PW	363297	5/4/2023	8,320.96
SDG&E	GAS AND ELECTRIC FOR FACILITIES FY23	363300	5/4/2023	73,959.98
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS	363301	5/4/2023	48.19
SEDANO FORD OF LM, INC.	20446672, 20446481 VEHICLE PARTS FY23-PW	363302	5/4/2023	1,587.36
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES-PW	363305	5/4/2023	108.23
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 OFFICE SUPPLIES-PW	363307	5/4/2023	181.16
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES / PW	363308	5/4/2023	2,011.85
SUMMIT SUPPLY	360 INFANT RUBBER SEAT FY23-PW/PARKS	363310	5/4/2023	346.39
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY23 FEB-APRIL	363311	5/4/2023	3,808.22
TRUE CUSTOMS	VEHICLE WINDOW TINT FY23-PW/EQUIPMENT	363317	5/4/2023	263.12
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 BUILDING SUPPLIES-PW	363318	5/4/2023	887.54
WETMORES	VEHICLE PARTS FY23- PW/EQUIPMENT	363320	5/4/2023	2,323.69
WILLY'S ELECTRONIC SUPPLY	MOP 00351 MIS EQUIP / PW	363321	5/4/2023	92.80
			Total	105,007.29
<u>Risk Management</u>				
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES	363255	5/4/2023	6,400.00
			Total	6,400.00
<u>Mayor & Council</u>				
SMART SOURCE OF CALIFORNIA LLC	MOP#63845 - REGULAR ENVELOPES- VICE MAYO	363306	5/4/2023	363.19
			Total	363.19
<u>Building/Planning</u>				
REEDER	RFW FOR MARTIN REEDER'S TRAINING AT THE	363293	5/4/2023	297.52
ROE	REIMB FOR GAS (RENT-A-CAR)	363295	5/4/2023	50.00
			Total	347.52
<u>Community Services</u>				
EMNACE	REFUND FOR STUDENT 12-14 BASKETBALL CLASS	363264	5/4/2023	250.00
LASER SAVER INC	MOP 04840 TONER / CSD	363274	5/4/2023	319.51
STAPLES BUSINESS ADVANTAGE	PE CHAIRS	363308	5/4/2023	382.81
			Total	952.32



Fire

DISCOUNT SIGNS & BANNERS	STRUCTURE HELLMET NAMES, OLD E, BLACK/FIRE	363261	5/4/2023	108.99
FIRE ETC	15189, NAFH 1.5"X100' FORESTRY FIRE HOSE	363266	5/4/2023	848.25
STAPLES BUSINESS ADVANTAGE	PE CHAIRS / FIRE	363308	5/4/2023	474.75
Total				1,431.99

Engineering

AFUYOG	REFUND T&A 90513 - ENG/PW	363247	5/4/2023	5,000.00
CITY OF SAN DIEGO	MUNICIPAL SEWER TRANSPORTATION FEES 3RD	363254	5/4/2023	1,245.40
NV5 INC	PLAN CHECK SERVICES - ATT - ENG/PW	363282	5/4/2023	67,373.75
Total				73,619.15

A/P Total 408,672.18

WIRED PAYMENTS

Fire

U S BANK	CREDIT CARD PAYMENT FOR B KREPPS/FIRE	207278	5/4/2023	3,768.78
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Human Resources

U S BANK	MONTHLY CREDIT CARD STATEMENT APRIL	31604	5/3/2023	775.00
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Housing

U S BANK	APRIL2023 CREDIT CARD STATEMENT	116950	4/28/2023	1,720.92
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Engineering

U S BANK	US BANK CREDIT CARD CHARGES- APRIL 2023	116950	4/28/2023	2,046.14
U S BANK	APRIL2023 CREDIT CARD STATEMENT	116950	4/28/2023	975.00

Public Works

ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET FY23 APR-PW	785943	5/3/2023	44,291.08
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Finance

U S BANK	MONTHLY CREDIT CARD STATEMENT APRIL	31604	5/3/2023	952.51
PUBLIC EMP RETIREMENT SYSTEM	2023 REPLACEMENT CHARGES/ BENEFIT CONTRIBUTION	794336	4/28/2023	5,828.67

PAYROLL

Pay period	Start Date	End Date	Check Date	
10	4/18/2023	5/1/2023	5/10/2023	1,262,291.96

SECTION 8 HAPS

Start Date	End Date	
4/28/2023	5/4/2023	1,164,590.82

GRAND TOTAL 2,895,913.06



AGENDA REPORT

Department: Fire Department
Prepared by: Walter Amedee, Management Analyst III
Meeting Date: Tuesday, June 6, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Public Hearing - 2023 Weed Abatement

RECOMMENDATION:

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Following a Public Hearing Pursuant to the National City Municipal Code Chapters 1.36 (Abatement of Public Nuisances) and 9.12 (Abatement of Weeds and other Fire Hazards) to Consider Confirming Weed Abatement Costs, Approving the Report and Accounting."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

In accordance with National City Municipal Code (NCMC), Chapter 9.12, a report of the proceedings and an accurate account of the cost of abating the nuisance on each separate property shall be filed with the City Council. Notice of the public hearing shall be served in the same manner as summons in a civil action in accordance with Article 3 (commencing with Section 415.10) of Chapter 4 of Title 5 of Part 2 of the Code of Civil Procedure. Pursuant to NCMC Section 1.36.100, the City Council shall consider the Report and Account at the time set for the confirmation of costs hearing, together with any objections or protests by the responsible person or other interested persons. The responsible person or other interested persons may present a written or oral protest or objection to the report and account. At the conclusion of the hearing, the City Council shall by resolution either approve the Report and Account as submitted, or as modified or corrected by the City Council. The approved costs of the abatements will be liens upon the respective lots or premises.

The proposed resolution incorporates all the parcels subject to weed abatement liens pursuant to NCMC Section 1.36.110. A copy of the resolution shall be served on the responsible person, pursuant to the procedures set forth in the NCMC Section 1.36.040, no later than 15 days after the date of adoption. If the cost of abatement is waived by the Mayor and Council, the City of National City will be responsible for all costs associated with the weed abatement conducted by Fire Prevention Services.

Report on file in the City Clerk's Office.

FINANCIAL STATEMENT:

New liens total \$43,985.87 in revenue account 001-12124-3561. Special Assessments collected by the County for Weed Abatement are sent to the City. Effective 2023-24, collected fees will be recorded and posted to account 001-1146 (Special Assessment-Weed Abatement). On an

annual basis, the collected fees recorded in 001-1146 will be processed as a City pass-through payment to Fire Prevention Services, Inc. for their contracted services.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Public Safety

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Weed Abatement Program - Fixed Charges Special Assessments

Exhibit B - Resolution

City of National City
Weed Abatement Program
2023/2024
Fixed Charge Special Assessments

Parcel	Assmed Amt	Site Address	Owner	Mail Address	City	St	Zip
554 263 10 00	\$810.68	2643 E 4th St	Balanza Lunar C & Bernadette E	829 Settlers Ct	San Marcos	CA	92069
556 010 54 00	\$1,849.84	229 E 1St St	KUSHNIR, YAROSLAV	21 Toyon Ln	Chula Vista	CA	91910
556 011 01 00	\$1,101.98	10 E 1st St	10 East First Street L L C	Po Box 892	Bonita	CA	91908
556 103 28 00	\$923.04	234 D Ave	CARRILLO, JUAN C	234 D Ave	National City	CA	91950
556 104 18 00	\$1,140.10	333 National City Blvd	Kennedy Family Trust	3928 Palm Dr	Bonita	CA	91902
556 214 10 00	\$773.74	332 E 5Th St	AYALA, NATALIE ANALY	365 El Loro St	Chula Vista	CA	91911
557 071 01 00	\$810.68	2204 E 4th St	Berdeja Alfredo	2204 E 4th St	National City	CA	91950
558 240 05 00	\$1,070.84	1930 Valle Vista Ave	LUCY, GENE A	1930 Valle Vista Ave	National City	CA	91950
558 320 21 00	\$2,871.78	Rachael Ave	F T C VENTURES LLC	11251 Rancho Carmel Dr # 502413	San Diego	CA	92150
558 320 22 00	\$2,004.22	2112 Rachael Ave	CASILLAS, JOSE D	1626 Sweetwater Rd # 161	National City	CA	91950
560 410 14 00	\$824.36	1438 F Ave	Ballow Paul A & Cynthia A	2863 Gate Seven Pl	Chula Vista	CA	91914
561 400 26 00	\$1,295.74	2132 Euclid Avenue	Sostre Ryan J & Aranyaka DL	2132 Euclid Ave	National City	CA	91950
562 190 02 00	\$2,480.10	207 E 30th St	Terra Co	3430 Tully Road 20-108	Modesto	CA	95350
Total Parcels:	13						
Total Assess:	\$17,957.10						

SUMMARY REPORT FOR APN 554-263-10-00

01/28/22 Initial inspection was made, property was found to be in violation.

02/08/22 Mailed 30 day courtesy notice to the owner.

03/11/22 Re-inspection was made, property was found to be in violation.

03/11/22 Posted property.

03/14/22 Mailed 10 day final notice to the owner, certified mail.

03/25/22 Final inspection was made, property was found to be in violation.

03/25/22 Verified ownership information with County of San Diego.

03/30/22 Work order authorization signed by District Official.

04/12/22 F.P.S.I. Crews attempt to abate, found the property compliant.

04/18/22 The owner was mailed an Administrative bill at the contracted rates.

06/08/22 The owner was mailed a final bill.

06/22/22 A Notice of Abatement was filed on the property.

05/26/23 The list of Fixed Charge Special Assessments [EXHIBIT "A"] and the City Clerk's "NOTICE OF PUBLIC CONFIRMATION OF COSTS HEARING" was served upon the property owner by means of Regular Mail, Certified Mail and Posting upon the property.

CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596

NOTICE TO ABATE PUBLIC NUISANCE

Owner: Balanza Lunar C & Bernadette E
Address: 829 Settlers Ct Date: 2/8/2022
San Marcos, CA 92069

Parcel Number: 554 263 10 00

COPY

Location of Public Nuisance: 2643 E 4th St

Instructions for Abatement: **Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within thirty (30) days of 2/8/2022.** **Your failure to comply with this order will result in the City having your property cleaned by the City's contractor at your expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

"NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

National City Municipal Code 9.12.010 Public Nuisance Declared--In General

Any of the following conditions are hereby declared to constitute a public nuisance:

- A. When the Fire Chief or his/her designee determines that there exists in any building or on any premises combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors or windows that reasonably tend to interfere with the operations of the fire department or the egress of the occupants of such building of premises; or finds that the effectiveness of any exit door, attic separation or any fire separation wall is reduced; or finds that any provision of the Uniform Fire Code is being violated.
- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

National City Municipal Code 9.12.020 Public Nuisance Declared--Weeds and Other Flammable Materials

All weeds, growing or located upon streets, sidewalks or private property are hereby declared to be a public nuisance. For the purposes of this chapter, "weeds" shall include the following:

- A. Weeds which bear seeds of a downy or wingy nature.
- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health.
- E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.

National City Municipal Code 1.36.010 Public Nuisance Defined

"Public Nuisance" means any condition defined or declared to be a public nuisance in any section of this code, and/or condition caused, maintained or permitted to exist which constitutes a threat to the public's health, safety and welfare or which significantly obstructs, injures or interferes with the reasonable of free use of property in a neighborhood, community or to any considerable number of persons. A public nuisance also has the same meaning as set forth in California Civil Code Section 3479.

National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 1-866-779-3774
Si usted tiene alguna pregunta, por favor llame al numero: 1-866-779-3774
Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

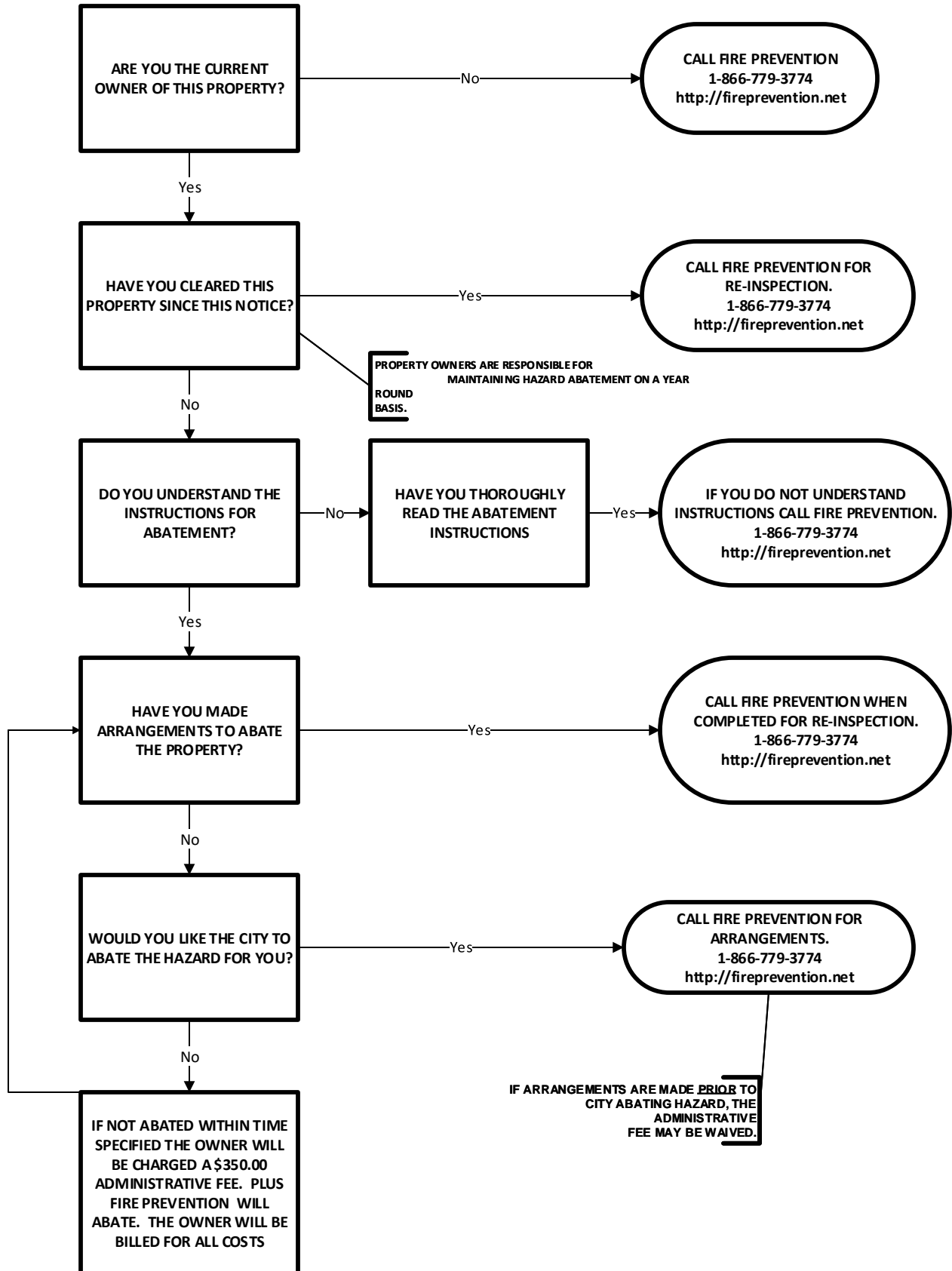
Sincerely yours in public safety.

1-866-779-3774 ext. 307 or <http://fireprevention.net>

**You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice.
The appeal shall be filed with the City Clerk. (NCMC 1.36.050)
***Fire Prevention Services, Inc. is under contract with the City of National City.

NATIONAL CITY FIRE DEPARTMENT

COMMON QUESTIONS AND ANSWERS



CITY OF NATIONAL CITY

SCHEDULE OF FEES

1.	<u>Tractor Mowing</u>		
	A.	per parcel, sized 1 to 7,500 square feet	\$250.00
	B.	per parcel, sized 7,501 to 15,000 square feet	\$325.00
	C.	per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00
	D.	per parcel, sized 30,001 square feet to one acre	\$450.00
	E.	Per square foot over one acre	\$ 00.02
2.	<u>Hand Labor</u>		
	A.	per square foot of area abated	\$ 00.10
3.	<u>Dozer Operation</u>		
	A.	hourly rate	\$150.00
	B.	move-on fee	\$150.00
4.	<u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)		
	A.	per cubic yard of material prior to chipping, and or compacting	\$ 38.00
	B.	dump fees	(reimbursement of cost)
5.	<u>Administrative Fee</u> (failure to comply with final notice)		
	A.	per parcel	\$350.00
6.	<u>Attorney Services</u>		
	A.	per parcel, per hour	\$200.00
7.	<u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)		
	A.	Cost confirmations fee, per parcel	\$275.00
8.	<u>Miscellaneous Fees</u>		
	A.	special inspection fee	\$ 50.00
	B.	abatement lien	\$ 50.00C.In-
		terest on lien (apr)	10%
	D.	release of abatement lien	\$ 50.00
	E.	public notary	\$ 20.00
	F.	File duplication fee	\$ 50.00
	G.	Unscheduled Labor per man hour	\$ 50.00
	H.	unscheduled fees	(reimbursement of cost)

HAZARD REDUCTION AND CLEARANCE STANDARDS FOR
THE CITY OF NATIONAL CITY

- 1) All trash, rubbish, debris, cuttings and or combustible materials must be removed from the property and properly disposed of.
- 2) Properties 2 (two) acre and less- Clear the entire property of all weeds, dead vegetation, and debris. Also all rubbish and discarded combustible material must be removed from the property.
- 3) Mature trees must be trimmed to six (6) feet above the ground.
- 4) Remove all vegetation existing within 10 feet of a chimney.
- 5) Vacant properties over 2 acres-Fifty (50) feet break at the property lines abutting the improved properties. Distance shall be measured in a horizontal plane.
- 6) Improved properties over 2 (two) acres-One hundred (100) feet at the top of hill (inclines).
- 7) Roadways and or driveways shall be cleared to at least the width of the roadway plus ten (10) feet on each side, and to a height of thirteen and one-half (13 1/2')feet above the road surface.

NOTICE TO ABATE PUBLIC NUISANCE

Pursuant to National City Municipal Code Chapter 1-20 Notice is given that any weeds, grasses, dead shrubs and or dead trees
along the side of the property in the City of National City are described by Assessor's Parcel
Number: 224 163 10 20 and in the street, sidewalk, parking, and adjacent streets are a public
nuisance if they are a fire hazard or in any way become a fire hazard, and that any tree, shrub, or plant
disposed without, however, also weeds and grasses that are a fire hazard, and that any tree, shrub, or plant
disposed shall be added to said taxes.

Said public nuisances are required to be abated within 10 days of the posted date. If not abated within the time, the City
of National City will authorize abatement and the costs thereof will be assessed against the parcel and included in the
property taxes. A lien will also be assessed for the parcel. An administrative fee of \$300.00 (three hundred fifty dollars) will be
added to said taxes.

Pursuant to National City Municipal Code Chapter 1-20 the owner or person occupying or controlling any lot or premises
affected may appeal this notice. Such appeal shall be in writing, and shall be filed with the City Clerk within 60 (sixty) days of the
date of this notice. Any questions may be directed to the Fire Prevention Division 1-800-762-7272.

Dated and posted this 11 day of March 2022.

Robert Hernandez, Fire Marshal
City of National City Fire Department

By: [Signature]

Should you have any questions, please call Eric at the fire station: 1-800-762-7272.
If you need more copies, please call the fire station at 1-800-762-7272.
We thank you for your cooperation in keeping our city safe.

Compared Against: The City of National City Fire Department Field Checklist
1-1-2022

Re-Inspection 03/11/22



Re-Inspection 03/11/22



Re-Inspection 03/11/22



Re-Inspection 03/11/22



Re-Inspection 03/11/22

CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd : NATIONAL CITY, CA. 91950-4596

FINAL NOTICE TO ABATE PUBLIC NUISANCE

Owner: Balanza Lunar C & Bernadette E
Address: 829 Settlers Ct Date: 3/14/2022
San Marcos, CA 92069

Parcel Number: 554 263 10 00

COPY

Location of Public Nuisance: 2643 E 4th St

Instructions for Abatement: **Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within ten (10) days of 3/14/2022.** **Your failure to comply with this order will result in you being charged the administrative fee and the City having your property cleaned by the City's contractor at **your** expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

"NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

National City Municipal Code 9.12.010 Public Nuisance Declared--In General

Any of the following conditions are hereby declared to constitute a public nuisance:

- A. When the Fire Chief or his/her designee determines that there exists in any building or on any premises combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors or windows that reasonably tend to interfere with the operations of the fire department or the egress of the occupants of such building of premises; or finds that the effectiveness of any exit door, attic separation or any fire separation wall is reduced; or finds that any provision of the Uniform Fire Code is being violated.
- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

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National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing

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If you should have any questions, please feel free to call this number: 1-866-779-3774

Si usted tiene alguna pregunta, por favor llame al numero: 1-866-779-3774

Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

Sincerely yours in public safety,

notice. 1-866-779-3774 ext. 307 or <http://fireprevention.net>

**You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice. The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050)

***Fire Prevention Services is under contract with the City of National City.

Fire Prevention Services***



Final Inspection 03/25/22



Final Inspection 03/25/22



Final Inspection 03/25/22



Inspection 03/30/22



Inspection 03/30/22

CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596

WORK ORDER AUTHORIZATION

Authorization # 7700

Owner: Balanza Lunar C & Bernadette E
Address: 829 Settlers Ct
San Marcos, CA 92069

Parcel #554 263 10 00 Job location: 2643 E 4th St

Authorized by: _____

Signature: _____

Date: 3-30-22

WHEN SIGNED THIS DOCUMENT ALLOWS RIGHT OF PASSAGE ONTO PRIVATE PROPERTY FOR THE PURPOSE OF FIRE VIOLATION / PUBLIC NUISANCE REDUCTION OR REMOVAL.

METHOD OF CLEARING

	Entire Parcel	Fire Break
Hand Cutting:	_____ sq. ft.	Removal: _____ cu. yds.
Tractor Mowing:	_____ sq. ft.	Discing: _____ sq. ft.

CREW INFORMATION

<u>Crew</u>	<u>Date</u>
Type: _____	_____
Type: _____	_____
Type: _____	_____
Type: _____	_____

Notes: Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)

= METROSCAN PROPERTY PROFILE =
San Diego (CA)

=====

OWNERSHIP INFORMATION
=====

Parcel Number :554 263 10 00
Owner :Balanza Lunar C & Bernadette E
CoOwner :
Site Address :2643 E 4th St National City 91950
Mail Address :829 Settlers Ct San Marcos Ca 92069
Owner Phone :

=====

SALES AND LOAN INFORMATION
=====

Transferred	:11/21/2007	Loan Amount	:\$348,000
Document #	:733391	Lender	:Flagstar Bk
Sale Price	:	Loan Type	:Conventional
Deed Type	:Grant Deed	Interest Rate	:Fixed
% Owned	:100	Vesting Type	:Married Persons

=====

ASSESSMENT AND TAX INFORMATION
=====

Land	:\$197,299	Exempt Type	:
Structure	:\$178,007	Exempt Amount	:
Other	:	Tax Rate Area	:06000
Total	:\$375,306	21-22 Taxes	:\$4,903.98
% Improved	:47		

=====

PROPERTY DESCRIPTION
=====

Map Grid :
Census :Tract:119.02 Block:2
Zoning :R1 Single Family Res
Land Use :111 Res,Single Family Residence
Bldg Use :*unknown Building Use*
Sub/Plat :NATIONAL AWARD HOMES
Map Number :004268
Legal :LOT 162 TR 4268
:
:
Tract Number :4268
Lot :162
Block :

=====

PROPERTY CHARACTERISTICS
=====

Bedrooms	:3	Lot Acres	:.14	YearBuilt	:1961
Bathrooms	:2.00	Garage Space	:2	Lot SqFt	:6,000
Units	:1	View	:	Bldg SqFt	:1,408
Pool	:	Stories	:		

Information compiled from various sources. CoreLogic makes no representations
or warranties as to the accuracy or completeness of information contained in this report.

Fire Prevention Services, Inc.

P.O. Box 1720 : El Cajon, CA 92022-1720

(619) 562-1058 : fax (619) 445-6336

<http://fireprevention.net>

ADMINISTRATIVE BILL

COPY

4/18/2022

Balanza Lunar C & Bernadette E
829 Settlers Ct
San Marcos, CA 92069

Parcel # 554 263 10 00
Location: 2643 E 4th St

Dear Balanza Lunar C & Bernadette E,

Fire Prevention Services has been contracted by the City of National City to help reduce potential fire violations thus improving the safety of its citizens.

Your property was re-inspected on 3/25/2022 and found to still be in violation of the National City Municipal Code Chapter 1.36. As stated in the notice, if the violation is not corrected prior to the deadline you will be charged an administrative fee.

A final inspection was performed on the above referenced parcel, as of 4/12/2022 this parcel is in compliance with the National City Municipal Code Chapter 1.36.

Due to the abatement not being completed by the deadline, you are being charged the administrative fee. Thus far your bill is \$ 350 and if paid within fifteen (15) days of this notice no further costs will be incurred by you.

Please make check payable to F.P.S.I. and please include the File # 554 263 10 00 on the check.

If you have any questions please call us direct at **(619) 562-1058**.

Sincerely,

Fire Prevention Services, Inc.
rev.05/19/06

NATIONAL CITY SCHEDULE OF FEES

<u>Tractor Mowing</u>		quantity	sub total
A.	per parcel, sized 1 to 7,500 square feet	_____	_____
B.	per parcel, sized 7,501 to 15,000 square feet	_____	_____
C.	per parcel, sized 15,001 square feet to 30,000 square feet	_____	_____
D.	per parcel, sized 30,001 square feet to one acre	_____	_____
E.	per square foot over one acre	_____ sq. ft.	_____

<u>Hand Labor</u>			
A.	per square foot of area abated	_____ sq. Ft.	_____

COPY

<u>Dozer Operation</u>			
A.	hourly rate	_____	_____
B.	move-on fee	_____	_____

<u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)			
A.	per cubic yard of material prior to chipping, and or compacting	\$38.00 X _____ cu.yds =	_____
B.	dump fees (reimbursement of cost)	_____	_____

<u>Administrative Fee</u> (failure to comply by deadline of notice)			
A.	per parcel	\$350.00	1 _____ <u>\$350.00</u>

<u>Attorney Services</u>			
A.	per parcel, per hour	\$200.00	_____

<u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)			
A.	cost confirmation fee, per parcel	\$275.00	_____

<u>Miscellaneous Fees Per Parcel</u>			
A.	special inspection fee	\$50.00	_____
B.	abatement lien	\$50.00	_____
C.	Interest on lien (apr)	10%	_____
D.	release of abatement lien	\$50.00	_____
E.	public notary	\$20.00	_____
F.	file duplication fee	\$50.00	_____
G.	unscheduled Labor per man hour	\$50.00	_____
H.	unscheduled fees (reimbursement of cost)	_____	_____

FILE # 7700 APN # 554-263-10-00 **TOTAL \$** 350.00

Fire Prevention Services, Inc.

P.O. Box 1720 : El Cajon, CA 92022-1720
(619) 562-1058 : fax (619) 445-6336

<http://fireprevention.net>

Final Bill

6/8/2022

Balanza Lunar C & Bernadette E
829 Settlers Ct
San Marcos, CA 92069

COPY

Ref: Parcel # 554 263 10 00

-

Dear Balanza Lunar C & Bernadette E.

This is a reminder of the letter we sent you on 4/18/2022 and we have not received payment in the amount of \$350.00

If we do not receive payment within 10 days we will be required to seek appropriate action to collect these monies.

This action may include filing an abatement lien on your property and forwarding this bill to our collection agency. Under state and local law, costs for such action will be added to your total amount. Please tender a check to us immediately to avoid any further action.

Make your check payable to **Fire Prevention Services, Inc.**, and include the Parcel # 554 263 10 00 on the check.

Should you need to discuss this matter you may contact us at **(619) 562-1058**.

Sincerely,

Fire Prevention Services, Inc.
rev.05/19/06

RECORDING REQUESTED BY
Fire Prevention Services, Inc.
PO Box 1720
El Cajon, CA 92022-1720
(619) 562-1058 fax (619) 445-6336

AND WHEN RECORDED MAIL TO
Fire Prevention Services, Inc.
PO Box 1720
El Cajon, CA 92022-1720

For Payoff / Demand please submit to: payoff@fireprevention.net or fax 619-445-6336

NOTICE OF ABATEMENT
TO THE CURRENT OWNER OF RECORD AND ANY FUTURE OWNERS/PURCHASERS OF THE
HEREIN DESCRIBED PROPERTY

WHEREAS it was determined that a violation of Chapter 1.36 of the National City Municipal Code did exist, and

WHEREAS such violation was ordered abated, and

WHEREAS representatives of the National City Fire Department abated the violation(s) on 4/12/2022, and

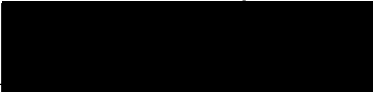
WHEREAS the charge for such abatement amounted to \$420.00;

THEREFORE be it known that an abatement obligation exists on the property regardless of owner until paid. The current owner of the property is Balanza Lunar C & Bernadette E at 829 Settlers Ct, San Marcos, CA 92069 described as follows:

APN # 554 263 10 00
ADDRESS: 2643 E 4th St
LEGAL DESCRIPTION: Lot 162 Tr 4268

This abatement obligation shall attach to the property, not the owner, and may not be extinguished by a tax sale under the California Revenue and Taxation Code Section 3712. After confirmation by the City Council shall become a special assessment on the property tax bill. If not paid pursuant to State Law and State Tax Lien Law, the property may be sold to satisfy that obligation. The amount of such claim shall be plus interest and other costs which may hereafter become due. This filing does not preclude the filing of legal action for collection. Should such actions be required or determined to be appropriate, reasonable legal fees will be incurred and added to said obligation.

DATED: June 22, 2022

BY: 
Ken Osborn, Fire Prevention Services, Inc.,
Designee for National City Fire Department

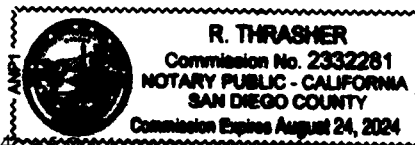
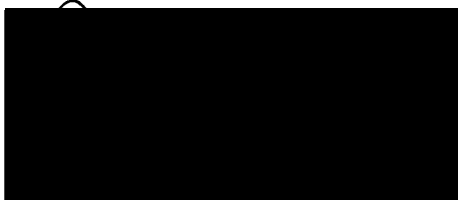
Certificate Of Acknowledgement

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 June 22, 2022 before me, R Thrasher, Notary Public, personally appeared Ken Osborn, 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.



(Seal)



Jun 28, 2022 12:00 PM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$0.00 (SB2 Atkins: \$0.00)

PAGES: 2

Recording Requested by (name):

Fire Prevention Services

When recorded mail to:

Fire Prevention Services

PO Box 1720

El Cajon, CA 92022-1720

Recorder's Use Only

NOTICE OF ABATEMENT

Title of Document

Commencing January 1, 2018, and except as provided in paragraph (2) GC 27388.1, in addition to any other recording fees specified in this code, a fee of seventy-five dollars (\$75) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225). "Real estate instrument, paper, or notice" means a document relating to real property, including, but not limited to, the following: deed, grant deed, trustee's deed, deed of trust, reconveyance, quit claim deed, fictitious deed of trust, assignment of deed of trust, request for notice of default, abstract of judgment, subordination agreement, declaration of homestead, abandonment of homestead, notice of default, release or discharge, easement, notice of trustee sale, notice of completion, UCC financing statement, mechanic's lien, maps, and covenants, conditions, and restrictions. Pursuant to GC section 27388.1 (2) the fee described in paragraph (1) shall not be imposed on any of the following documents:

Reason for Exemption:

- Any real estate instrument, paper, or notice recorded in connection with a transfer subject to the imposition of a documentary transfer tax as defined in Section 11911 of the Revenue and Taxation Code.
Any real estate instrument, paper, or notice recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier.
Any real estate instrument, paper, or notice executed or recorded by the federal government in accordance with the Uniform Federal Lien Registration Act (Title 7(commencing with Section 2100) of Part 4 of the Code of Civil Procedure).
Any real estate instrument, paper, or notice executed or recorded by the state or any county, municipality, or other political subdivision of the state.
Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225.00 reached.
Exempt from fee per GC 27388.1 (a) (1); not related to real property.

I hereby declare under Penalty of Perjury that the information provided above is true and correct.

Executed this 23rd day of June, 2022 at El Cajon, CA

Ken Osborn
PRINT NAME

SIGNATURE

COMPLETE Documentary Transfer Tax Declaration ONLY when document is transferring title.

Documentary Transfer Tax: \$ If exempt, enter R&T code:

- Computed on full value of the property conveyed.
Computed on full value less liens & encumbrances remaining thereon at time of sale.
Unincorporated Area City of

Signature of declarant or agent determining tax

SUMMARY REPORT FOR APN 556-010-54-00

11/14/22 Initial inspection was made, property was found to be in violation.

12/07/22 Mailed 30 day courtesy notice to the owner.

12/13/22 Courtesy notice returned "unable to forward".

01/09/23 Verified ownership information with County of San Diego.

01/09/23 Re-inspection was made, property was found to be in violation.

01/09/23 Posted property.

01/09/23 Mailed 10 day final notice to the owner, certified mail.

01/18/23 Certified notice returned "unclaimed".

01/24/23 Final inspection was made, property was found to be in violation.

02/08/23 Work order authorization signed by District Official.

02/16/23 F.P.S.I. crews abated the property.

02/21/23 The owner was mailed a bill at the contracted rates.

03/09/23 The owner was mailed a final bill.

03/27/23 A Notice of Abatement was filed on the property.

06/03/13 The list of Fixed Charge Special Assessments [EXHIBIT "A"] and the City Clerk's "NOTICE OF PUBLIC CONFIRMATION OF COSTS HEARING" was served upon the property owner by means of Regular Mail, Certified Mail and Posting upon the property.



City of National City Fire Department

National City Municipal Code 9.12.010 and or 912.020



FIRE PREVENTION SERVICES INC.

Fire Prevention Services Inc., is a contracted agent for the
City of National City

Owner: KUSHNIR, YAROSLAV
21 Toyon Ln
CHULA VISTA, CA 91910

Date: 12/07/2022

Case #: NC-22-142

Parcel Number: 5560105400

Location: 229 E 1St St, NATIONAL CITY, CA, 91950

Why am I receiving this notification?

This notice is to inform you that weeds and or other material on your property violate the City of National City Municipal Code and constitute a public nuisance under National City Municipal section 9.12.101 and/or 912.020. You are receiving this notice because the most recent San Diego County property records show that you are the owner of the identified parcel (parcel number can be found above your name on this notice). If you do not own this property and have received this notice in error, please call Fire Prevention Services as soon as possible: 619-562-1058 ext. 304 or go to <http://fireprevention.net>. You may also contact the City of National City directly at (619) 336-4550.

- A. All weeds or dry grasses over (4") in height.
- B. Weeds which bear seeds of downy or wingy nature
- C. Sagebrush, chaparral, and other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent property
- D. Weeds which are noxious or dangerous
- E. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public
- F. Dry grass, stubble, brush, litter or other flammable material which endangers the public safety by creating a fire hazard in a portion a portion of the city which has been zoned for single and multiple residence purposes.

Instruction for Abatement

(1) Please remove all tree branches that exist within 6 feet from the ground. (Excluding maintained, irrigated landscaping, orchards and groves.) (2) Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)

What do I need to do?

Within (30) days from the date on this notice, you must remove the vegetation or waste matter which is creating a nuisance. The work required to remove the fire hazard is described above. You may also go to the Fire Prevention Services website for additional information. If you have read the information on the Fire Prevention Services website and read the abatement instructions included with this Notice, but you remain unclear about what to do, please contact Fire Prevention Services or the National City Fire Department immediately. The City and Fire Prevention Services can work with you to establish a work plan and to adjust deadlines in consideration of the property-specific conditions

What happens if I do not clear my property within 30 days?

If you do not voluntarily clear the nuisance from your property within (30) days, you will be sent a final Notice, providing (10) days to abate the nuisance before the City initiates forced abatement procedures. If the City completes or causes another to complete the required work, you will be responsible for the cost incurred per City of National City Municipal Code section/s 9.12.010 and/or 912.020

Appeal Process

Within (10) days from the date of posting, mailing or personal service of the required notice the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 619-562-1058

Si usted tiene alguna pregunta, por favor llame al numero: 619-562-1058

Sa anumang katanungan, tumawag lang po sa numerong ito: 619-562-1058

Sincerely yours in public safety,





619-562-1058 ext. 307 or <http://fireprevention.net>

Fire Prevention Services***

**You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice.

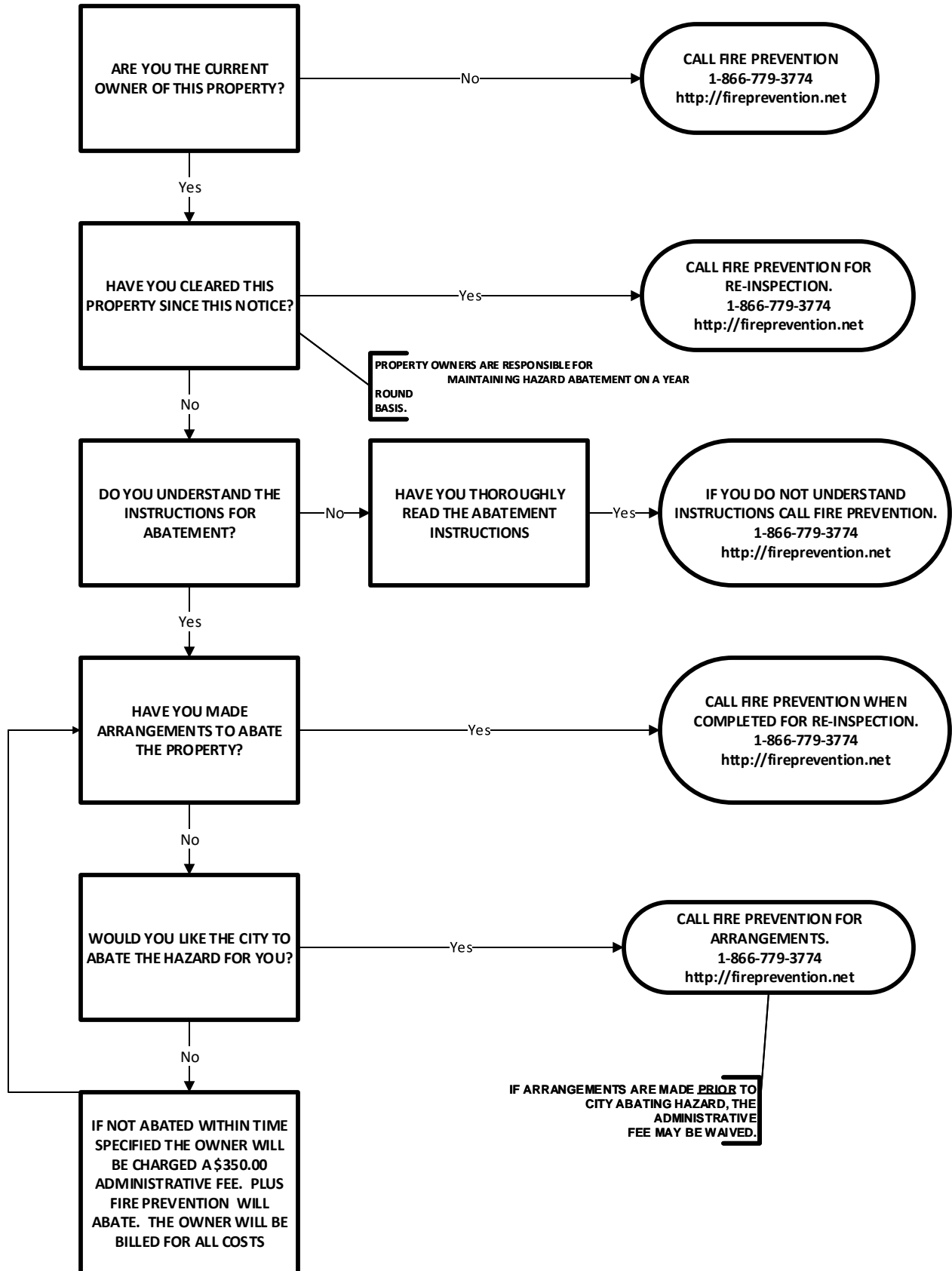
The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050)

***Fire Prevention Services, Inc. is under contract with the City of National City.

Photo	Details
	<p>Title: Initial</p> <p>Date: Dec 07, 2022 11:00</p> <p>Uploaded by: Michael Horkos</p>
	<p>Title: Initial</p> <p>Date: Dec 07, 2022 11:00</p> <p>Uploaded by: Michael Horkos</p>
	<p>Title: Initial</p> <p>Date: Dec 07, 2022 11:00</p> <p>Uploaded by: Michael Horkos</p>
	<p>Title: Initial</p> <p>Date: Dec 07, 2022 11:00</p> <p>Uploaded by: Michael Horkos</p>

NATIONAL CITY FIRE DEPARTMENT

COMMON QUESTIONS AND ANSWERS



CITY OF NATIONAL CITY

SCHEDULE OF FEES

1.	<u>Tractor Mowing</u>		
	A.	per parcel, sized 1 to 7,500 square feet	\$250.00
	B.	per parcel, sized 7,501 to 15,000 square feet	\$325.00
	C.	per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00
	D.	per parcel, sized 30,001 square feet to one acre	\$450.00
	E.	Per square foot over one acre	\$ 00.02
2.	<u>Hand Labor</u>		
	A.	per square foot of area abated	\$ 00.10
3.	<u>Dozer Operation</u>		
	A.	hourly rate	\$150.00
	B.	move-on fee	\$150.00
4.	<u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)		
	A.	per cubic yard of material prior to chipping, and or compacting	\$ 38.00
	B.	dump fees	(reimbursement of cost)
5.	<u>Administrative Fee</u> (failure to comply with final notice)		
	A.	per parcel	\$350.00
6.	<u>Attorney Services</u>		
	A.	per parcel, per hour	\$200.00
7.	<u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)		
	A.	Cost confirmations fee, per parcel	\$275.00
8.	<u>Miscellaneous Fees</u>		
	A.	special inspection fee	\$ 50.00
	B.	abatement lien	\$ 50.00C.In-
		terest on lien (apr)	10%
	D.	release of abatement lien	\$ 50.00
	E.	public notary	\$ 20.00
	F.	File duplication fee	\$ 50.00
	G.	Unscheduled Labor per man hour	\$ 50.00
	H.	unscheduled fees	(reimbursement of cost)

HAZARD REDUCTION AND CLEARANCE STANDARDS FOR
THE CITY OF NATIONAL CITY

- 1) All trash, rubbish, debris, cuttings and or combustible materials must be removed from the property and properly disposed of.

- 2) Properties 2 (two) acre and less- Clear the entire property of all weeds, dead vegetation, and debris. Also all rubbish and discarded combustible material must be removed from the property.

- 3) Mature trees must be trimmed to six (6) feet above the ground.

- 4) Remove all vegetation existing within 10 feet of a chimney.

- 5) Vacant properties over 2 acres-Fifty (50) feet break at the property lines abutting the improved properties. Distance shall be measured in a horizontal plane.

- 6) Improved properties over 2 (two) acres-One hundred (100) feet at the top of hill (inclines).

- 7) Roadways and or driveways shall be cleared to at least the width of the roadway plus ten (10) feet on each side, and to a height of thirteen and one-half (13 1/2')feet above the road surface.

CITY OF NATIONAL CITY FIRE DEPARTMENT
1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596
FINAL NOTICE TO ABATE PUBLIC NUISANCE

Owner: KUSHNIR, YAROSLAV
21 Toyon Ln
CHULA VISTA, CA 91910
Case #: NC-22-142

Date: 01/09/2023

Parcel Number: 5560105400

Location of Public Nuisance: **229 E 1St St, National City, CA, 91950**

Instructions for Abatement: **(1) Please remove all tree branches that exist within 6 feet from the ground. (Excluding maintained, irrigated landscaping, orchards and groves.) (2) Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within ten (10) days of 01/09/2023**. **Your failure to comply with this order will result in the City having your property cleaned by the City's contractor at **your** expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

"NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

National City Municipal Code 9.12.010 Public Nuisance Declared--In General

Any of the following conditions are hereby declared to constitute a public nuisance:

- A. When the Fire Chief or his/her designee determines that there exists in any building or on any premises combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors or windows that reasonably tend to interfere with the operations of the fire department or the egress of the occupants of such building or premises; or finds that the effectiveness of any exit door, attic separation or any fire separation wall is reduced; or finds that any provision of the Uniform Fire Code is being violated.
- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

National City Municipal Code 9.12.020 Public Nuisance Declared--Weeds and Other Flammable Materials

All weeds, growing or located upon streets, sidewalks or private property are hereby declared to be a public nuisance. For the purposes of this chapter, "weeds" shall include the following:

- A. Weeds which bear seeds of a downy or wingy nature.
- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace the the public health.

E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.

National City Municipal Code 1.36.010 Public Nuisance Defined

"Public Nuisance" means any condition defined or declared to be a public nuisance in any section of this code, and/or and condition caused, maintained or permitted to exist which constitutes a threat to the public's health, safety and welfare or which significantly obstructs, injures or interferes with the reasonable of free use of property in a neighborhood, community or to any considerable number of persons. A public nuisance also has the same meaning as set forth in California Civil Code Section 3479.

National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 619-562-1058

Si usted tiene alguna pregunta, por favor llame al numero: 619-562-1058

Sa anumang katanungan, tumawag lang po sa numerong ito: 619-562-1058

Sincerely yours in public safety,

619-562-1058 ext. 307 or <http://fireprevention.net>

Fire Prevention Services***

**You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice.

The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050)

***Fire Prevention Services, Inc. is under contract with the City of National City.

rev. 03/27/06, 04/24/06, 06/21/06, 3/1/2022

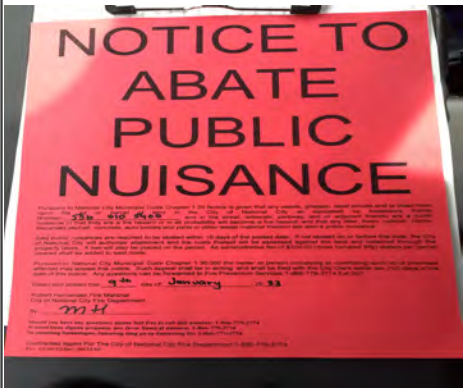

Photo	Details
	<p>Title: Posting Page</p> <p>Date: Jan 09, 2023 14:29</p> <p>Uploaded by: Michael Horkos</p>
	<p>Title: Posting Page</p> <p>Date: Jan 09, 2023 14:29</p> <p>Uploaded by: Michael Horkos</p>

Photo	Details
	<p>Title: Posting Page</p> <p>Date: Jan 09, 2023 14:29</p> <p>Uploaded by: Michael Horkos</p>
	<p>Title: Reinspection</p> <p>Date: Jan 09, 2023 14:29</p> <p>Uploaded by: Michael Horkos</p>
	<p>Title: Reinspection</p> <p>Date: Jan 09, 2023 14:29</p> <p>Uploaded by: Michael Horkos</p>
	<p>Title: Reinspection</p> <p>Date: Jan 09, 2023 14:29</p> <p>Uploaded by: Michael Horkos</p>



Final Inspection 01/24/23



Final Inspection 01/24/23



Final Inspection 01/24/23

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$ _____
- Return Receipt (electronic) \$ _____
- Certified Mail Restricted Delivery \$ _____
- Adult Signature Required \$ _____
- Adult Signature Restricted Delivery \$ _____

Postage

\$

Total Postage and Fees

\$

Sent To

Kushner, Yaroslav

Street and Apt. No., or P.O. Box No.

21 Toucan Ln
Chula Vista, CA 91910

City, State, ZIP+4®



NC-22-142

Page 408 of 844

7020 0640 0002 0682 3293

Fire Prevention Services
P. O. Box 1720
El Cajon, CA 92022-1720

USPS
\$0.57
US POSTAGE BY
FIRST CLASS
EL CAJON, CA 92022
DEC 13 2022



IMPORTANT
WEED & HAZARD
ABATEMENT NOTICE
INSIDE

RECEIVED
DEC 13 2022

City of National C

Owner: KUSHNER, YAROSLAV
21 Toyon Ln
CHULA VISTA, CA 92010

Wade

Case #: NC-22-142

UNC

NIXIE 911 DC 1 0012/10/22
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 92022172020 *0552-01805-10-32

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

NC-22-142
KUSHNER, YAROSLAV.
21 TOYON LN.
CHULA VISTA, CA. 91910



9590 9402 7084 1251 6116 62

2. Article Number (Transfer from service label)

7020 0640 0002 0682 3293

PS Form 3811, July 2020 PSN 7530-02-000-9063

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

Adult Signature

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Signature Confirmation™

Signature Confirmation

Restricted Delivery

Restricted Delivery

Domestic Return Receipt

CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: National City, CA 91950-4596

WORK ORDER AUTHORIZATION

Authorization # NC-22-142

Owner: KUSHNIR, YAROSLAV

Address: KUSHNIR, YAROSLAV
21 Toyon Ln
CHULA VISTA, CA 91910

Parcel #5560105400

Job location: 229 E 15th St, National City, CA, 91950

Authorized by: EDDIE SANCHEZ

Signature: 

Date: 2-8-23

WHEN SIGNED THIS DOCUMENT ALLOWS RIGHT OF PASSAGE ONTO PRIVATE PROPERTY FOR THE PURPOSE OF FIRE HAZARD / PUBLIC NUISANCE REDUCTION OR REMOVAL.

METHOD OF CLEARING

Circle One: Entire Parcel Fire Break	
Hand Cutting: _____ sq. ft.	Hauling: _____ cu. yds.
Tractor Mowing: _____ sq. ft.	Discing: _____ sq. ft.

CREW INFORMATION

Crew	Date
Name: _____	
Name: _____	
Name: _____	
Name: _____	
Name: _____	

Notes: (1) Please remove all tree branches that exist within 6 feet from the ground. (Excluding maintained, irrigated landscaping, orchards and groves.) (2) Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)

06

(551/53)

ANTHONY DR

(551/54)

40TH ST.

556-01

1"=100'

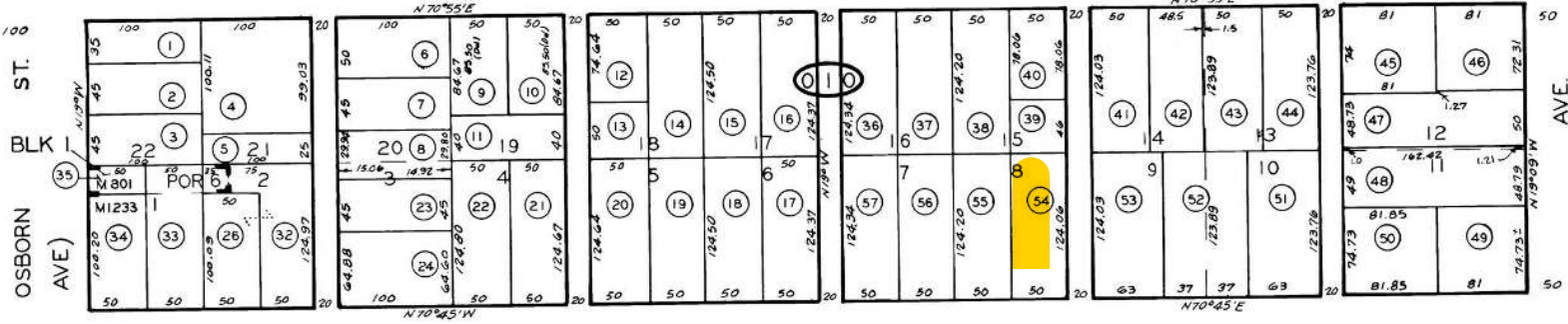
ST.

41ST ST.

7-7-72 CG

DIVISION

556-010
-030
-041



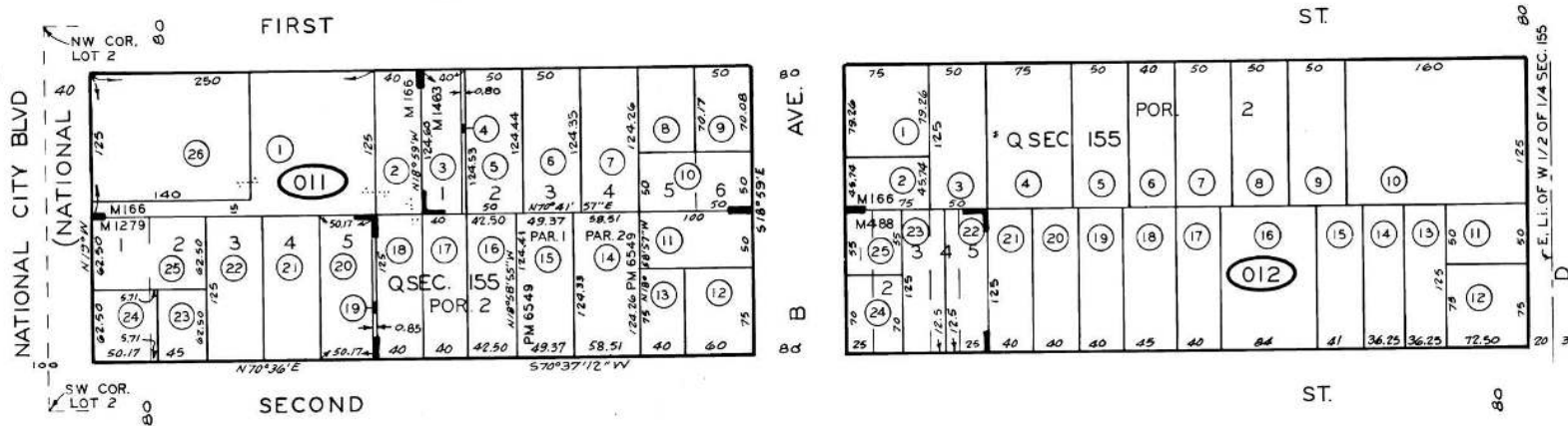
OSBORN (AVE)

CHANGES

BLK	OLD	NEW	YR	CUT
010	020-VAR	36-57		
011	030-VAR	1-26		
012	041-VAR	1-25	85	10000

555

(555/2)



NATIONAL CITY BLVD (NATIONAL)

SW COR. LOT 2

E. L. L. OF W 1/2 OF 1/4 SEC. 155

SECOND

A AVE.

(10)

MAP 1463-TINKHAMS SUB.
 MAP 1279-WALSHS SUB.
 MAP 1233-THELENS RE-SUB.
 MAP 801-PEARSONS SUB.
 MAP 488-G. N. EATONS SUB.
 MAP 166-RANCHO DE LA NACION -POR 1/4 SEC. 155
 ROS 13498

7-34

8-11-03
 SAN DIEGO COUNTY
 ASSESSORS MAP
 BOOK 556 PAGE 01
 MAPPED FOR ASSESSMENT PURPOSES ONLY

Work space for diagrams and amount of work done

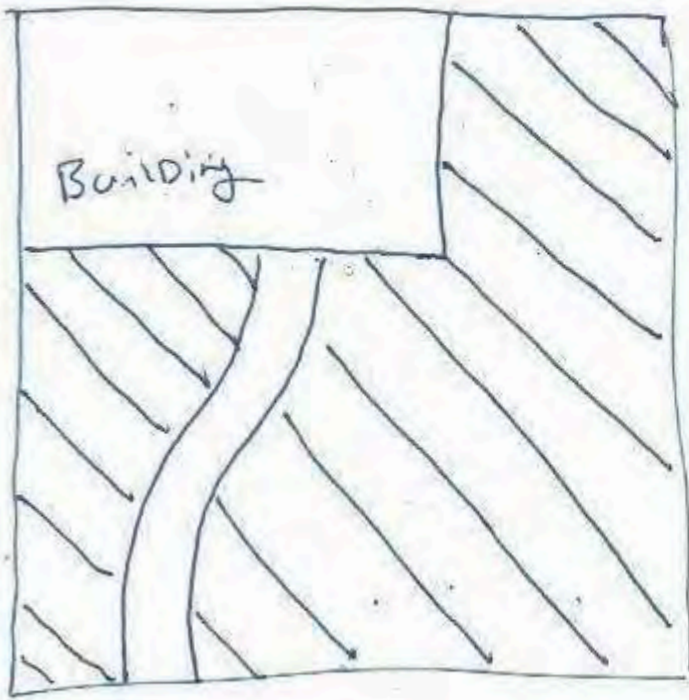
Hand Sq. Ft.: 5,360

Tractor Sq. Ft.:

Total Removal Cu. Yds.: 10.37

Dump ticket: 24281

Dump Charge: \$75.00



PAV. DR.

E 1ST ST

Feb 16, 2023 at 8:33:08 AM
+32.682775,-117.106548
231° SW
229 E First St
National City CA 91950
United States



Before 02/16/23

Feb 16, 2023 at 8:33:14 AM
+32.682775,-117.106548
236° SW
229 E First St
National City CA 91950
United States



Before 02/16/23

Feb 16, 2023 at 8:33:22 AM
+32.682775,-117.106548
326° NW
229 E First St
National City CA 91950
United States



Before 02/16/23



Feb 16, 2023 at 8:33:45 AM
+32.682745,-117.106680
331° NW
225 E First St
National City CA 91950
United States



Before 02/16/23



Feb 16, 2023 at 8:33:49 AM
+32.682745, -117.106680
12° N
225 E First St
National City CA 91950
United States



Before 02/16/23

Feb 16, 2023 at 9:21:34 AM
+32.682793,-117.106666
156° SE
229 E First St
National City CA 91950
United States



Before 02/16/23

Feb 16, 2023 at 9:22:34 AM
+32.682771,-117.106544
237° SW
229 E First St
National City CA 91950
United States



Before 02/16/23



Feb 16, 2023 at 9:52:40 AM
+32.682787,-117.106598
332° NW
229 E First St
National City CA 91950
United States



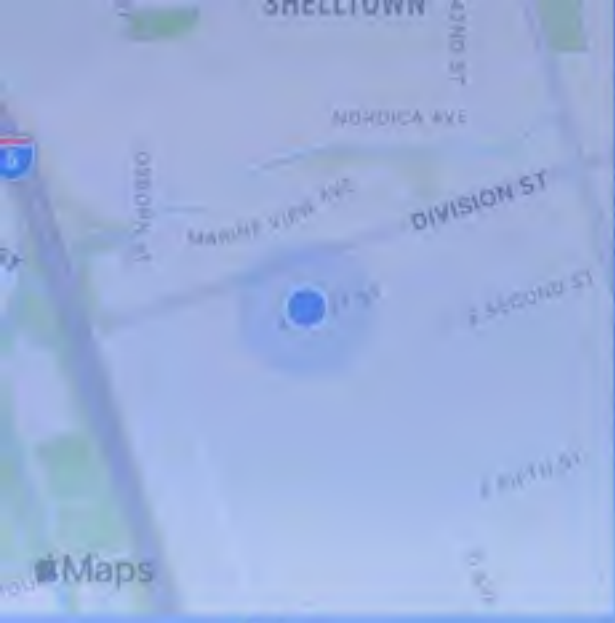
After 02/16/23

Feb 16, 2023 at 9:52:49 AM
+32.682787,-117.106598
332° NW
229 E First St
National City CA 91950
United States



After 02/16/23

Feb 16, 2023 at 9:52:52 AM
+32.682787,-117.106598
352° N
229 E First St
National City CA 91950
United States



After 02/16/23

Feb 16, 2023 at 9:53:00 AM
+32.682787,-117.106598
84° E
229 E First St
National City CA 91950
United States

Maps



After 02/16/23



Feb 16, 2023 at 9:53:03 AM

+32.682787, -117.106598

44° NE

229 E First St

National City CA 91950

United States



After 02/16/23



Feb 16, 2023 at 9:53:23 AM

+32.683007,-117.106650

246° SW

229 E First St

National City CA 91950

United States



After 02/16/23

Fire Prevention Services, Inc.
P.O. Box 1720 : El Cajon, CA 92022-1720
(619) 562-1058 : fax (619) 445-6336
<http://fireprevention.net>

Case #NC-22-142 APN: 5560105400
KUSHNIR, YAROSLAV
21 Toyon Ln
CHULA VISTA, CA 91910

02/21/2023

Location: 229 E 1St St, National City, CA, 91950

Dear KUSHNIR, YAROSLAV,

This letter is to inform you that the **Public Nuisance** on the above referenced property has been abated pursuant to prior Notice to Abate and order of the City of National City.

Fire Prevention Services has been contracted by the City of National City to help reduce Public Nuisances and potential fire violations thus improving the safety of its citizens.

The abatement of the Violation on your property was performed as mandated per National City Municipal Code Chapter 1.36. The charges thus far total \$1355.06. You will incur no further costs if this amount is paid within fifteen (15) days of this notice.

Please make check payable to **F.P.S.I.** and please include the Case #**NC-22-142** on the check.

If you have any questions please call us direct at **(619) 562-1058**.

Sincerely,

Fire Prevention Services, Inc.
<http://fireprevention.net>

rev.3/1/2022

NATIONAL CITY SCHEDULE OF FEES

<u>Tractor Mowing</u>		quantity	sub total
A. per parcel, sized 1 to 7,500 square feet	\$250.00	_____	_____
B. per parcel, sized 7,501 to 15,000 square feet	\$325.00	_____	_____
C. per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00	_____	_____
D. per parcel, sized 30,001 square feet to one acre	\$450.00	_____	_____
E. per square foot over one acre	\$00.02	_____ sq. ft.	_____
 <u>Hand Labor</u>			
A. per square foot of area abated	\$0.10	3,360 sq. Ft.	536.00
 <u>Dozer Operation</u>			
A. hourly rate	\$150.00	_____	_____
B. move-on fee	\$150.00	_____	_____
 <u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)			
A. per cubic yard of material prior to chipping, and or compacting	\$38.00	x 10.37 cu.yds =	394.06
B. dump fees (reimbursement of cost)		_____	75.00
 <u>Administrative Fee</u> (failure to comply by deadline of notice)			
A. per parcel	\$350.00	1	\$350.00
 <u>Attorney Services</u>			
A. per parcel, per hour	\$200.00	_____	_____
 <u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)			
A. cost confirmation fee, per parcel	\$275.00	_____	_____
 <u>Miscellaneous Fees Per Parcel</u>			
A. special inspection fee	\$50.00	_____	_____
B. abatement lien	\$50.00	_____	_____
C. Interest on lien (apr)	10%	_____	_____
D. release of abatement lien	\$50.00	_____	_____
E. public notary	\$20.00	_____	_____
F. file duplication fee	\$50.00	_____	_____
G. unscheduled Labor per man hour	\$50.00	_____	_____
II. unscheduled fees (reimbursement of cost)		_____	_____
 FILE # <u>NC-22-142</u>		APN # <u>556-010-54-00</u>	
		TOTAL	\$ 1355.06

Fire Prevention Services, Inc.
P.O. Box 1720 : El Cajon, CA 92022-1720
(619) 562-1058 : fax (619) 445-6336
<http://fireprevention.net>

FINAL BILL

Case #NC-22-142 APN: 5560105400
KUSHNIR, YAROSLAV
21 Toyon Ln
CHULA VISTA, CA 91910

03/09/2023

Location: 229 E 1St St, National City, CA, 91950

Dear KUSHNIR, YAROSLAV,

You have failed to pay the bill dated 2/21/2023, to date we have not received payment.

If we do not receive payment within 10 days in the amount of \$1355.06 we will be forced to bring appropriate action to collect these monies.

The further action will include the filing of an abatement lien on the property in question, as well as the forwarding to our collection agency. Under state and local law the costs of these actions will be added to the amount referenced above.

To avoid this action, please pay now.

Make check payable to **F.P.S.I.** and please include the Case #**NC-22-142** on the check.

If you have any questions please call us direct at **(619) 562-1058**.

Sincerely,

Fire Prevention Services, Inc.
<http://fireprevention.net>

rev.11/11/2021, rev. 3/1/2022

REF ORIGIN REQUESTED BY
Fire Prevention Services, Inc.
PO Box 1720
National City, CA 91922-1720
(619) 562-1058 Fax (619) 445-6336

AND WHEN RECORDED MAIL TO
Fire Prevention Services, Inc.
PO Box 1720
National City, CA 91922-1720

For Payoff / Demand please submit to: payoff@fireprevention.net or fax 619-445-6336

NOTICE OF ABATEMENT

**TO THE CURRENT OWNER OF RECORD AND ANY FUTURE OWNERS/PURCHASERS OF THE
HEREIN DESCRIBED PROPERTY**

WHEREAS it was determined that a violation of National City Municipal Code Chapter 1.36 did exist, and

WHEREAS such violation was ordered abated, and

WHEREAS representatives of the City of National City abated the violation (s), and

WHEREAS the charge for such abatement amounted to \$1425.06;

THEREFORE be it known that an abatement obligation exists on the property regardless of owner until paid. The current owner
the property is KUSHNIR, VAROSLAV at 21 Toyon Ln, CHULA VISTA, CA, 91910 described as follows:

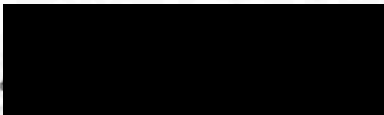
APN # 5560105400 CASE # NC-22-142

ADDRESS: 229 E 1St St, National City, CA, 91950

LEGAL DESCRIPTION: LOT:8 CITY:NATIONAL CITY SUBD:THELENS RESUBDIVISION TR#1233 TR 1233 LOT 8
1/2 MAP REF:001233

This abatement obligation shall attach to the property, not the owner, and may not be extinguished by a tax sale under the California Revenue and Taxation Code Section 3712. After confirmation by the City it may become a special assessment on the property tax bill. If not paid pursuant to State Law and State Tax Lien Law, the property may be sold to satisfy that obligation. The amount of claim shall be \$1425.06 plus interest and other costs which may hereafter become due. This filing does not preclude the filing of legal action for collection. Should such actions be required or determined to be appropriate, reasonable legal fees will be incurred and added to said obligation.

DATED: 03/27/2023

BY: 
Ken Osborn, Fire Prevention Services, Inc.
Designee for City of National City

Certificate Of Acknowledgment

A Notary Public or other officer completing this certificate certifies 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 03/27/2023 before me, Carol A. Martinelli, Notary Public, personally appeared Ken Osborn, 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,

Carol A. Martinelli



(Seal)

SUMMARY REPORT FOR APN 556-011-01-00

01/25/22 Initial inspection was made, property was found to be in violation.

02/08/22 Mailed 30 day courtesy notice to the owner.

02/14/22 Courtesy notice mail returned.

02/14/22 Verified ownership information with County of San Diego.

03/11/22 Re-inspection was made, property was found to be in violation.

03/11/22 Posted property.

03/14/22 Mailed 10 day final notice to the owner, certified mail.

03/23/22 Certified notice mail returned.

03/23/22 Verified ownership information with County of San Diego.

03/25/22 Final inspection was made, property was found to be in violation.

03/25/22 Verified ownership information with County of San Diego.

03/30/22 Work order authorization signed by District Official.

04/04/22 F.P.S.I. crews abated the property.

04/28/22 The owner was mailed a bill at the contracted rates.

06/08/22 The owner was mailed a final bill.

06/22/22 A Notice of Abatement was filed on the property.

05/26/23 The list of Fixed Charge Special Assessments [EXHIBIT "A"] and the City Clerk's "NOTICE OF PUBLIC CONFIRMATION OF COSTS HEARING" was served upon the property owner by means of Regular Mail, Certified Mail and Posting upon the property.

CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596

NOTICE TO ABATE PUBLIC NUISANCE

Owner: 10 East First Street L L C

Parcel Number: 556 011 01 00

Address: Po Box 892

Date: 2/8/2022

Bonita, CA 91908

COPY

Location of Public Nuisance: 10 E 1st St

Instructions for Abatement: **Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within thirty (30) days of 2/8/2022**. **Your failure to comply with this order will result in the City having your property cleaned by the City's contractor at **your** expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

"NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

National City Municipal Code 9.12.010 Public Nuisance Declared--In General

Any of the following conditions are hereby declared to constitute a public nuisance:

- A. When the Fire Chief or his/her designee determines that there exists in any building or on any premises combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors or windows that reasonably tend to interfere with the operations of the fire department or the egress of the occupants of such building of premises; or finds that the effectiveness of any exit door, attic separation or any fire separation wall is reduced; or finds that any provision of the Uniform Fire Code is being violated.
- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

National City Municipal Code 9.12.020 Public Nuisance Declared--Weeds and Other Flammable Materials

All weeds, growing or located upon streets, sidewalks or private property are hereby declared to be a public nuisance. For the purposes of this chapter, "weeds" shall include the following:

- A. Weeds which bear seeds of a downy or wingy nature.
- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health.
- E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.

National City Municipal Code 1.36.010 Public Nuisance Defined

"Public Nuisance" means any condition defined or declared to be a public nuisance in any section of this code, and/or and condition caused, maintained or permitted to exist which constitutes a threat to the public's health, safety and welfare or which significantly obstructs, injures or interferes with the reasonable of free use of property in a neighborhood, community or to any considerable number of persons. A public nuisance also has the same meaning as set forth in California Civil Code Section 3479.

National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 1-866-779-3774

Si usted tienecalguna pregunta, por favor llame al numero: 1-866-779-3774

Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

Sincerely yours in public safety,

1-866-779-3774 ext. 307 or <http://fireprevention.net>

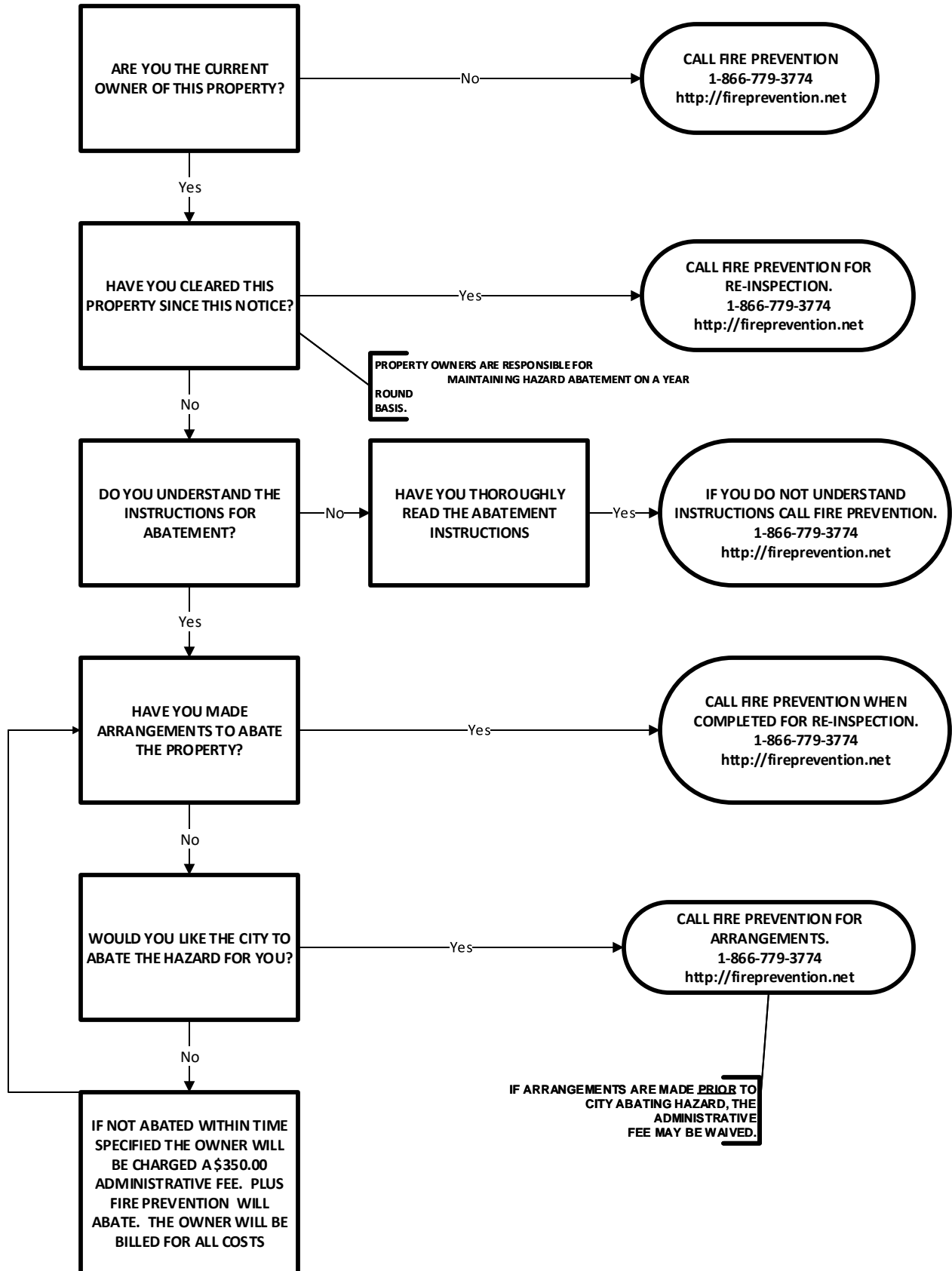
**You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice.

The appeal shall be filed with the City Clerk. (NCMC 1.36.050)

***Fire Prevention Services, Inc. is under contract with the City of National City

NATIONAL CITY FIRE DEPARTMENT

COMMON QUESTIONS AND ANSWERS



CITY OF NATIONAL CITY

SCHEDULE OF FEES

1.	<u>Tractor Mowing</u>		
	A.	per parcel, sized 1 to 7,500 square feet	\$250.00
	B.	per parcel, sized 7,501 to 15,000 square feet	\$325.00
	C.	per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00
	D.	per parcel, sized 30,001 square feet to one acre	\$450.00
	E.	Per square foot over one acre	\$ 00.02
2.	<u>Hand Labor</u>		
	A.	per square foot of area abated	\$ 00.10
3.	<u>Dozer Operation</u>		
	A.	hourly rate	\$150.00
	B.	move-on fee	\$150.00
4.	<u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)		
	A.	per cubic yard of material prior to chipping, and or compacting	\$ 38.00
	B.	dump fees	(reimbursement of cost)
5.	<u>Administrative Fee</u> (failure to comply with final notice)		
	A.	per parcel	\$350.00
6.	<u>Attorney Services</u>		
	A.	per parcel, per hour	\$200.00
7.	<u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)		
	A.	Cost confirmations fee, per parcel	\$275.00
8.	<u>Miscellaneous Fees</u>		
	A.	special inspection fee	\$ 50.00
	B.	abatement lien	\$ 50.00C.In-
		terest on lien (apr)	10%
	D.	release of abatement lien	\$ 50.00
	E.	public notary	\$ 20.00
	F.	File duplication fee	\$ 50.00
	G.	Unscheduled Labor per man hour	\$ 50.00
	H.	unscheduled fees	(reimbursement of cost)

HAZARD REDUCTION AND CLEARANCE STANDARDS FOR
THE CITY OF NATIONAL CITY

- 1) All trash, rubbish, debris, cuttings and or combustible materials must be removed from the property and properly disposed of.
- 2) Properties 2 (two) acre and less- Clear the entire property of all weeds, dead vegetation, and debris. Also all rubbish and discarded combustible material must be removed from the property.
- 3) Mature trees must be trimmed to six (6) feet above the ground.
- 4) Remove all vegetation existing within 10 feet of a chimney.
- 5) Vacant properties over 2 acres-Fifty (50) feet break at the property lines abutting the improved properties. Distance shall be measured in a horizontal plane.
- 6) Improved properties over 2 (two) acres-One hundred (100) feet at the top of hill (inclines).
- 7) Roadways and or driveways shall be cleared to at least the width of the roadway plus ten (10) feet on each side, and to a height of thirteen and one-half (13 1/2')feet above the road surface.

NOTICE TO ABATE PUBLIC NUISANCE

Pursuant to National City Municipal Code Chapter 1.20 Notice is given that any weeds, grasses, dead shrubs and/or dead trees upon the 226 211 21 22 parcel of land in the City of National City as described by Assessor's Parcel Number 226 211 21 22 and in the street, alleyway, parkway, and/or adjacent streets are a public nuisance in that they are a fire hazard or in all probability will become a fire hazard, and that any dead, down, rotten, uprooted, discarded brush, ornamental, auto bodies and parts or other waste materials thereon are also a public nuisance.

Such public nuisances are required to be abated within 15 days of the posted date. If not abated on or before this date the City of National City and authorized abatement and the waste hauler will be authorized against the land and collected brush in all property areas. A lien will also be placed on the cards. An administrative fee of \$250.00 (two hundred fifty dollars) will also be placed on the cards.

Pursuant to National City Municipal Code Chapter 1.20 any owner or person occupying or controlling any lot or premises affected may appeal this notice. Such appeal shall be in writing and shall be filed with the City Clerk within ten (10) days of the date of this notice. Any questions can be forwarded to Fire Prevention Services 1-800-718-2774 ext 307.

Dated and posted this 11 day of March 2022.

Wanda Strickland, Fire Marshal
City of National City Fire Department

By [Signature]
Sandra Ann Davis, City Clerk
City of National City

Should you have any questions please call me to talk about them at 1-800-718-2774
or please email me at sdavis@nationalcity.gov or call me at 1-800-718-2774
or my home at 615-211-2122.

Copyright © 2012 by The City of National City Fire Department, License No. 2774
All Rights Reserved.

Re-Insection 03/11/22



GB'S
FENCE CO.
619-585-1180

**RAUW
ALEJANDRO**
PECHANGA ARENA SAN DIEGO
THURSDAY APRIL 14
WWW.AXS.COM

NOTICE TO
ABATE
PUBLIC
NUISANCE

Re-Insection 03/11/22

Paint & Body

RAUW
ALEJANDRO
PECHANGA ARENA SAN DIEGO
THURSDAY APRIL 14
WWW.AXS.COM

NO
PARKING

Re-Insection 03/11/22



**RAUW
ALEJANDRO**
PECHANGA ARENA SAN DIEGO
THURSDAY APRIL 14
WWW.AXS.COM

NOTICE TO
ABATE
PEST
CONTROL

Re-Insection 03/11/22

CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd : NATIONAL CITY, CA. 91950-4596

FINAL NOTICE TO ABATE PUBLIC NUISANCE

Owner: 10 East First Street L L C
Address: Po Box 892
Bonita, CA 91908

Parcel Number: 556 011 01 00

Date: 3/14/2022

COPY

Location of Public Nuisance: 10 E 1st St

Instructions for Abatement: **Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within ten (10) days of 3/14/2022**. **Your failure to comply with this order will result in you being charged the administrative fee and the City having your property cleaned by the City's contractor at **your** expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

Guidelines For The Abatement of Flammable Vegetation

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- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

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- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health.
- E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.

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National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 1-866-779-3774

Si usted tiene alguna pregunta, por favor llame al numero: 1-866-779-3774

Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

Sincerely yours in public safety,

notice. 1-866-779-3774 ext. 307 or <http://fireprevention.net>

**You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice. The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050)

***Fire Prevention Services, Inc. is under contract with the City of National City.

Fire Prevention Services***



Final Inspection 03/25/22



GB'S
FENCE # 7
619-585-1180

RAUW
ALEJANDRO
PECHANGA ARENA SAN DIEGO
THURSDAY APRIL 14
WWW.AXS.COM

Final Inspection 03/25/22



Final Inspection 03/25/22

Fire Prevention Services

P. O. Box 1720
El Cajon, CA 92022-1720

SAN DIEGO CA 920

8 FEB 2022 PM 1 L



**IMPORTANT
WEED & HAZARD
ABATEMENT NOTICE
INSIDE**

**RECEIVED
FEB 14 2022**

10 East First Street L L C

Parcel Number: **556 01**

: Po Box 892

Date: **2/8/2022**

Bonita, CA 91908

Public Nuisance: **10 E 1st St**

NIXIE 910 DE 1 0002/10/22
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
*1404-07638-08-36

74 Page 437 of 844

9520221720

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Bonita, CA 91908

Certified Mail Fee

\$3.75

\$

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$ 0.00
- Return Receipt (electronic) \$ 0.00
- Certified Mail Restricted Delivery \$ 0.00
- Adult Signature Required \$ 0.00
- Adult Signature Restricted Delivery \$ 0.00

Postage

\$0.58

\$

Total Post

\$7.38

\$

Sent To

556 011 01 00

Street and

10 East First Street L L C

City, State

Po Box 892

Bonita

CA

91908



03/14/2022

NC

Page 438 of 844

7020 0640 0002 0681 8152

CERTIFIED MAIL

Fire Prevention Services

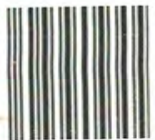
P. O. Box 1720
El Cajon, CA 92022-1720



7020 0640 0002 0681 8152



1000



91908

U.S. POSTAGE PAID
FCM LETTER
SAN DIEGO, CA
92139
MAR 14, 22
AMOUNT

\$7.38

R2304E106846-15

NAME FIRST NOTICE 3/19/22
SECOND NOTICE
ED

IMPORTANT
WEED & HAZARD
ABATEMENT NOTICE
INSIDE

RECEIVED
MAR 23 2022

RETURN RECEIPT
REQUESTED

10 East First Street L L C
Address: Po Box 892 Date: 3/14/2022
Bonita, CA 91908

Parcel Number: 556

Reason of Public Nuisance: 10 E 1st St
Actions for Abatement: Please clear the entire property of all weeds

NIXIE 910 FE 1 0003/17/22

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 92022172020 *0204-03093-14-46

049000000000 76

CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596

WORK ORDER AUTHORIZATION

Authorization # 7681

Owner: 10 East First Street L L C
Address: Po Box 892
Bonita, CA 91908

Parcel #556 011 01 00 Job location:10 E 1st St

Authorized by: _____

Signature: _____

Date: 3-30-22

WHEN SIGNED THIS DOCUMENT ALLOWS RIGHT OF PASSAGE ONTO PRIVATE PROPERTY FOR THE PURPOSE OF FIRE VIOLATION / PUBLIC NUISANCE REDUCTION OR REMOVAL.

METHOD OF CLEARING

	Entire Parcel	Fire Break
Hand Cutting:	<u>1704</u> sq. ft.	Removal: <u>2.2</u> cu. yds.
Tractor Mowing:	_____ sq. ft.	Discing: _____ sq. ft.

CREW INFORMATION

<u>Crew</u>	<u>Date</u>
Type: <u>Hand</u>	<u>4/4/22</u>
Type: _____	_____
Type: _____	_____
Type: _____	_____

Notes: Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)

= METROSCAN PROPERTY PROFILE =
San Diego (CA)

=====

OWNERSHIP INFORMATION

=====

Parcel Number :556 011 01 00
 Owner :10 East First Street L L C
 CoOwner :
 Site Address :10 E 1st St National City 91950
 Mail Address :PO Box 892 Bonita Ca 91908
 Owner Phone :

=====

SALES AND LOAN INFORMATION

=====

Transferred	:04/24/2013	Loan Amount	:
Document #	:255659	Lender	:
Sale Price	:	Loan Type	:
Deed Type	:Quit Claim	Interest Rate	:
% Owned	:100	Vesting Type	:Corporation

=====

ASSESSMENT AND TAX INFORMATION

=====

Land	:\$74,687	Exempt Type	:
Structure	:\$202,859	Exempt Amount	:
Other	:	Tax Rate Area	:06045
Total	:\$277,546	21-22 Taxes	:\$3,641.46
% Improved	:73		

=====

PROPERTY DESCRIPTION

=====

Map Grid :
 Census :Tract:118.01 Block:3
 Zoning :C Commercial
 Land Use :621 Com,1 To 3 Story,Misc Store Bldgs
 Bldg Use :*unknown Building Use*
 Sub/Plat :RANCHO DE LA NACION
 Map Number :000166
 Legal :POR IN W Q OF 10 AC LOT 2 QSEC 155
 :TR 166
 :
 Tract Number :166
 Lot :2
 Block :

=====

PROPERTY CHARACTERISTICS

=====

Bedrooms :	Lot Acres	:10.00	YearBuilt	:
Bathrooms:	Garage Space	:	Lot SqFt	:435,600
Units :1	View	:	Bldg SqFt	:4,401
Pool :	Stories	:		

*Information compiled from various sources. CoreLogic makes no representations
 or warranties as to the accuracy or completeness of information contained in this report.*

551
53

ANTHONY DR

551
54

40TH ST

41ST ST

556-01

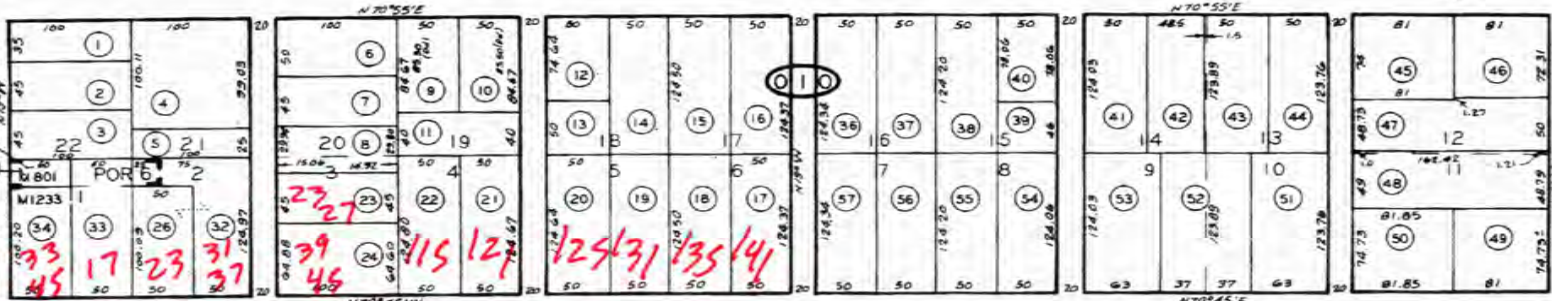
1" = 100'

DIVISION ST

ST

556-010
010
010
010
010

OSBORN BLK (AVE)



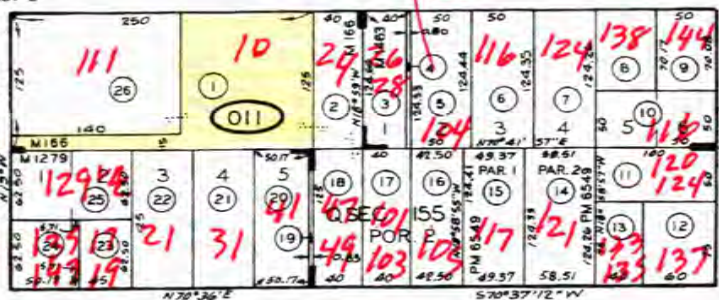
CHANGES

BLK	OLD	NEW	COUNT
010	020-VAR	36-57	
011	030-VAR	1-26	
012	041-VAR	1-25, 85, 10000	

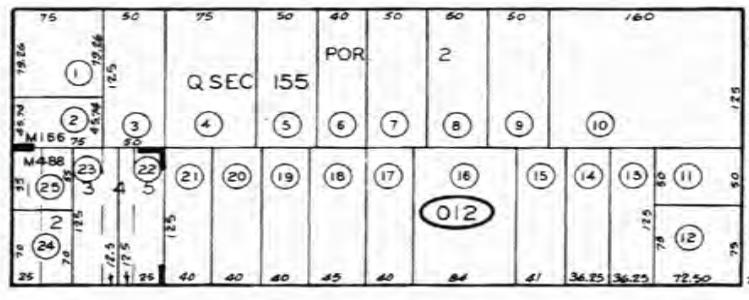
FIRST ST

ST

NATIONAL CITY BLVD (NATIONAL S)



AVE



SECOND ST

ST

A AVE

12-88-010

SALE 12-01 12-77
ASSESSOR'S MAP
BOOK 556 PAGE 01

MAP 1463-TINKHAMS SUB.
 MAP 1279-WALSHS SUB.
 MAP 1233-THELENS RE-SUB.
 MAP 801-PEARSONS SUB.
 MAP 488-G. N. EATONS SUB.
 MAP 166-RANCHO DE LA NACION-POR 1/4 SEC.155

Work space for diagrams and amount of work done

Hand Sq. Ft.: 1,704

Tractor Sq. Ft.: _____

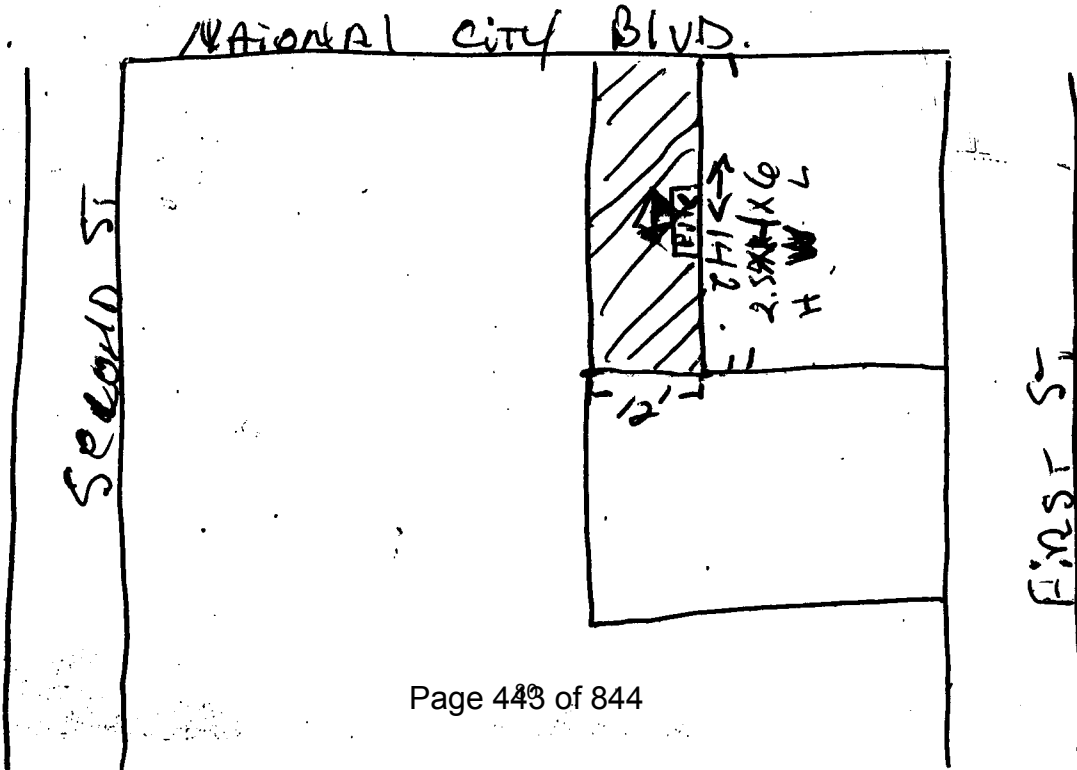
Total Removal Cu. Yds.: 2.2

Dump ticket: 0

Dump Charge: 0

$1.25 \times 4 \times 6 = 27 = 2.2$

No Dump Fee



Network: Apr 4, 2022 at 9:13:25 AM PDT
Local: Apr 4, 2022 at 9:13:25 AM PDT
N 32° 40' 53.542", W 117° 6' 32.645"
70° E

111 National City Blvd
National City CA 91950
United States



Before 04/04/22

Network: Apr 4, 2022 at 9:41:47 AM PDT
Local: Apr 4, 2022 at 9:41:47 AM PDT
N 32° 40' 52.928", W 117° 6' 32.664"
51° NE

137 National City Blvd
National City, CA 91950
United States



After 04/04/22

Network: Apr 4, 2022 at 12:22:53 PM PDT

Local: Apr 4, 2022 at 12:22:53 PM PDT

N 32° 40' 53.561", W 117° 6' 31.886"

79° E

111 National City Blvd

National City CA 91950

United States



After 04/04/22

Network: Apr 4, 2022 at 12:23:12 PM PDT

Local: Apr 4, 2022 at 12:23:12 PM PDT

N 32° 40' 53.561", W 117° 6' 31.886"

161° S

111 National City Blvd

National City CA 91950

United States



After 04/04/22

Network: Apr 4, 2022 at 12:44:40 PM PDT
Local: Apr 4, 2022 at 12:44:40 PM PDT
N 32° 40' 53.597", W 117° 6' 32.407"
70° E

111 National City Blvd
National City CA 91950
United States



After 04/04/22

Fire Prevention Services, Inc.

P.O. Box 1720 : El Cajon, CA 92022-1720

(619) 562-1058 : fax (619) 445-6336

<http://fireprevention.net>

ADMINISTRATIVE BILL

4/28/2022

10 East First Street L L C
Po Box 892
Bonita, CA 91908

COPY

Parcel # 556 011 01 00
Location: 10 E 1st St

Dear 10 East First Street L L C,

Fire Prevention Services has been contracted by the City of National City to help reduce potential fire violations thus improving the safety of its citizens.

Your property was re-inspected on 3/25/2022 and found to still be in violation of the National City Municipal Code Chapter 1.36. As stated in the notice, if the violation is not corrected prior to the deadline you will be charged an administrative fee.

A final inspection was performed on the above referenced parcel, as of this parcel is in compliance with the National City Municipal Code Chapter 1.36.

Due to the abatement not being completed by the deadline, you are being charged the administrative fee. Thus far your bill is \$ 604 and if paid within fifteen (15) days of this notice no further costs will be incurred by you.

Please make check payable to F.P.S.I. and please include the File # 556 011 01 00 on the check.

If you have any questions please call us direct at **(619) 562-1058**.

Sincerely,

Fire Prevention Services, Inc.
rev.05/19/06

NATIONAL CITY SCHEDULE OF FEES

<u>Tractor Mowing</u>		quantity	sub total
A. per parcel, sized 1 to 7,500 square feet	\$250.00	_____	_____
B. per parcel, sized 7,501 to 15,000 square feet	\$325.00	_____	_____
C. per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00	_____	_____
D. per parcel, sized 30,001 square feet to one acre	\$450.00	_____	_____
E. per square foot over one acre	\$00.02	_____ sq. ft.	_____

Hand Labor

A. per square foot of area abated	\$0.10	1,704 sq. Ft.	170.40
-----------------------------------	--------	---------------	--------

Dozer Operation

A. hourly rate	\$150.00	_____	_____
B. move-on fee	\$150.00	_____	_____

COPY

Debris Remediation (includes chipping, grinding, and/or shredding)

A. per cubic yard of material prior to chipping, and or compacting	\$38.00	X	2.2 cu.yds = 83.60	_____
B. dump fees (reimbursement of cost)				_____

Administrative Fee (failure to comply by deadline of notice)

A. per parcel	\$350.00	1	\$350.00
---------------	----------	---	----------

Attorney Services

A. per parcel, per hour	\$200.00	_____	_____
-------------------------	----------	-------	-------

Assessment Fees (includes preparing reports, attending hearings, etc.)

A. cost confirmation fee, per parcel	\$275.00	_____	_____
--------------------------------------	----------	-------	-------

Miscellaneous Fees Per Parcel

A. special inspection fee	\$50.00	_____	_____
B. abatement lien	\$50.00	_____	_____
C. Interest on lien (apr)	10%	_____	_____
D. release of abatement lien	\$50.00	_____	_____
E. public notary	\$20.00	_____	_____
F. file duplication fee	\$50.00	_____	_____
G. unscheduled Labor per man hour	\$50.00	_____	_____
H. unscheduled fees (reimbursement of cost)		_____	_____

FILE # 7681 APN # 556-011-01-00 **TOTAL \$** 604.00

Fire Prevention Services, Inc.

P.O. Box 1720 : El Cajon, CA 92022-1720

(619) 562-1058 : fax (619) 445-6336

<http://fireprevention.net>

Final Bill

COPY

6/8/2022

10 East First Street L L C
Po Box 892
Bonita, CA 91908

Ref: Parcel # 556 011 01 00

Dear 10 East First Street L L C,

This is a reminder of the letter we sent you on 4/28/2022 and we have not received payment in the amount of \$604.00

If we do not receive payment within 10 days we will be required to seek appropriate action to collect these monies.

This action may include filing an abatement lien on your property and forwarding this bill to our collection agency. Under state and local law, costs for such action will be added to your total amount. Please tender a check to us immediately to avoid any further action.

Make your check payable to **Fire Prevention Services, Inc.**, and include the Parcel # 556 011 01 00 on the check.

Should you need to discuss this matter you may contact us at **(619) 562-1058**.

Sincerely,

Fire Prevention Services, Inc.
rev.05/19/06

RECORDING REQUESTED BY

Fire Prevention Services, Inc.
PO Box 1720
El Cajon, CA 92022-1720
(619) 562-1058 fax (619) 445-6336

AND WHEN RECORDED MAIL TO

Fire Prevention Services, Inc.
PO Box 1720
El Cajon, CA 92022-1720

For Payoff / Demand please submit to: payoff@fireprevention.net or fax 619-445-6336

**NOTICE OF ABATEMENT
TO THE CURRENT OWNER OF RECORD AND ANY FUTURE OWNERS/PURCHASERS OF THE
HEREIN DESCRIBED PROPERTY**

WHEREAS it was determined that a violation of Chapter 1.36 of the National City Municipal Code did exist, and

WHEREAS such violation was ordered abated, and

WHEREAS representatives of the National City Fire Department abated the violation(s) on , and

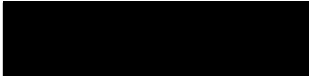
WHEREAS the charge for such abatement amounted to \$674.00;

THEREFORE be it known that an abatement obligation exists on the property regardless of owner until paid. The current owner of the property is 10 East First Street L L C at Po Box 892, Bonita, CA 91908 described as follows:

APN # 556 011 01 00
ADDRESS: 10 E 1st St
LEGAL DESCRIPTION: Por In W Q Of 10 Ac Lot 2 Qsec 155Tr 166

This abatement obligation shall attach to the property, not the owner, and may not be extinguished by a tax sale under the California Revenue and Taxation Code Section 3712. After confirmation by the City Council shall become a special assessment on the property tax bill. If not paid pursuant to State Law and State Tax Lien Law, the property may be sold to satisfy that obligation. The amount of such claim shall be plus interest and other costs which may hereafter become due. This filing does not preclude the filing of legal action for collection. Should such actions be required or determined to be appropriate, reasonable legal fees will be incurred and added to said obligation.

DATED: June 22, 2022

BY: 
Ken Osborn, Fire Prevention Services, Inc.,
Designee for National City Fire Department

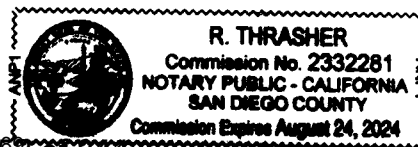
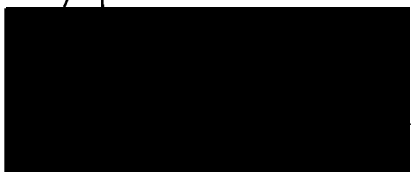
Certificate Of Acknowledgement

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 June 22, 2022 before me, R Thrasher, Notary Public, personally appeared Ken Osborn, 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.



(Seal)



Jun 28, 2022 12:00 PM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$0.00 (SB2 Atkins: \$0.00)

PAGES: 2

Recording Requested by (name):

Fire Prevention Services

When recorded mail to:

Fire Prevention Services

PO Box 1720

El Cajon, CA 92022-1720

Recorder's Use Only

NOTICE OF ABATEMENT

Title of Document

Commencing January 1, 2018, and except as provided in paragraph (2) GC 27388.1, in addition to any other recording fees specified in this code, a fee of seventy-five dollars (\$75) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225). "Real estate instrument, paper, or notice" means a document relating to real property, including, but not limited to, the following: deed, grant deed, trustee's deed, deed of trust, reconveyance, quit claim deed, fictitious deed of trust, assignment of deed of trust, request for notice of default, abstract of judgment, subordination agreement, declaration of homestead, abandonment of homestead, notice of default, release or discharge, easement, notice of trustee sale, notice of completion, UCC financing statement, mechanic's lien, maps, and covenants, conditions, and restrictions. Pursuant to GC section 27388.1 (2) the fee described in paragraph (1) shall not be imposed on any of the following documents:

Reason for Exemption:

- Any real estate instrument, paper, or notice recorded in connection with a transfer subject to the imposition of a documentary transfer tax as defined in Section 11911 of the Revenue and Taxation Code.
Any real estate instrument, paper, or notice recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier.
Any real estate instrument, paper, or notice executed or recorded by the federal government in accordance with the Uniform Federal Lien Registration Act (Title 7(commencing with Section 2100) of Part 4 of the Code of Civil Procedure).
Any real estate instrument, paper, or notice executed or recorded by the state or any county, municipality, or other political subdivision of the state.
Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225.00 reached.
Exempt from fee per GC 27388.1 (a) (1); not related to real property.

I hereby declare under Penalty of Perjury that the information provided above is true and correct.

Executed this 23rd day of June, 2022 at El Cajon, CA

Ken Osborn

PRINT NAME

SIGNATURE

COMPLETE Documentary Transfer Tax Declaration ONLY when document is transferring title.

Documentary Transfer Tax: \$ If exempt, enter R&T code:

- Computed on full value of the property conveyed.
Computed on full value less liens & encumbrances remaining thereon at time of sale.
Unincorporated Area City of

Signature of declarant or agent determining tax

SUMMARY REPORT FOR APN 556-103-28-00

11/14/22 Initial inspection was made, property was found to be in violation.

12/07/22 Mailed 30 day courtesy notice to the owner.

01/09/23 Re-inspection was made, property was found to be in violation.

01/09/23 Posted property.

01/09/23 Verified ownership information with County of San Diego.

01/09/23 Mailed 10 day final notice to the owner, certified mail.

01/24/23 Final inspection was made, property was found to be in violation.

02/06/23 Certified notice returned "unclaimed".

02/08/23 Work order authorization signed by District Official.

04/14/23 F.P.S.I. crews abated the property.

02/16/23 The owner was mailed a bill at the contracted rates.

03/06/23 The owner was mailed a final bill.

03/22/23 Bill returned mail.

03/27/23 A Notice of Abatement was filed on the property.

05/26/23 The list of Fixed Charge Special Assessments [EXHIBIT "A"] and the City Clerk's "NOTICE OF PUBLIC CONFIRMATION OF COSTS HEARING" was served upon the property owner by means of Regular Mail, Certified Mail and Posting upon the property.



City of National City Fire Department

National City Municipal Code 9.12.010 and or 912.020



FIRE PREVENTION SERVICES INC.

Fire Prevention Services Inc., is a contracted agent for the
City of National City

Owner: CARRILLO, JUAN C
234 D Ave
NATIONAL CITY, CA 91950

Date: 12/07/2022

Case #: NC-22-147

Parcel Number: 5561032800

Location: 234-38 D Ave, NATIONAL CITY, CA, 91950

Why am I receiving this notification?

This notice is to inform you that weeds and or other material on your property violate the City of National City Municipal Code and constitute a public nuisance under National City Municipal section 9.12.101 and/or 912.020. You are receiving this notice because the most recent San Diego County property records show that you are the owner of the identified parcel (parcel number can be found above your name on this notice). If you do not own this property and have received this notice in error, please call Fire Prevention Services as soon as possible: 619-562-1058 ext. 304 or go to <http://fireprevention.net>. You may also contact the City of National City directly at (619) 336-4550.

- A. All weeds or dry grasses over (4") in height.
- B. Weeds which bear seeds of downy or wingy nature
- C. Sagebrush, chaparral, and other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent property
- D. Weeds which are noxious or dangerous
- E. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public
- F. Dry grass, stubble, brush, litter or other flammable material which endangers the public safety by creating a fire hazard in a portion a portion of the city which has been zoned for single and multiple residence purposes.

Instruction for Abatement

(1) Please remove all tree branches that exist within 6 feet from the ground. (Excluding maintained, irrigated landscaping, orchards and groves.) (2) Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)

What do I need to do?

Within (30) days from the date on this notice, you must remove the vegetation or waste matter which is creating a nuisance. The work required to remove the fire hazard is described above. You may also go to the Fire Prevention Services website for additional information. If you have read the information on the Fire Prevention Services website and read the abatement instructions included with this Notice, but you remain unclear about what to do, please contact Fire Prevention Services or the National City Fire Department immediately. The City and Fire Prevention Services can work with you to establish a work plan and to adjust deadlines in consideration of the property-specific conditions

What happens if I do not clear my property within 30 days?

If you do not voluntarily clear the nuisance from your property within (30) days, you will be sent a final Notice, providing (10) days to abate the nuisance before the City initiates forced abatement procedures. If the City completes or causes another to complete the required work, you will be responsible for the cost incurred per City of National City Municipal Code section/s 9.12.010 and/or 912.020

Appeal Process

Within (10) days from the date of posting, mailing or personal service of the required notice the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 619-562-1058

Si usted tiene alguna pregunta, por favor llame al numero: 619-562-1058

Sa anumang katanungan, tumawag lang po sa numerong ito: 619-562-1058

Sincerely yours in public safety,




619-562-1058 ext. 307 or <http://fireprevention.net>

Fire Prevention Services***

**You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice.

The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050)

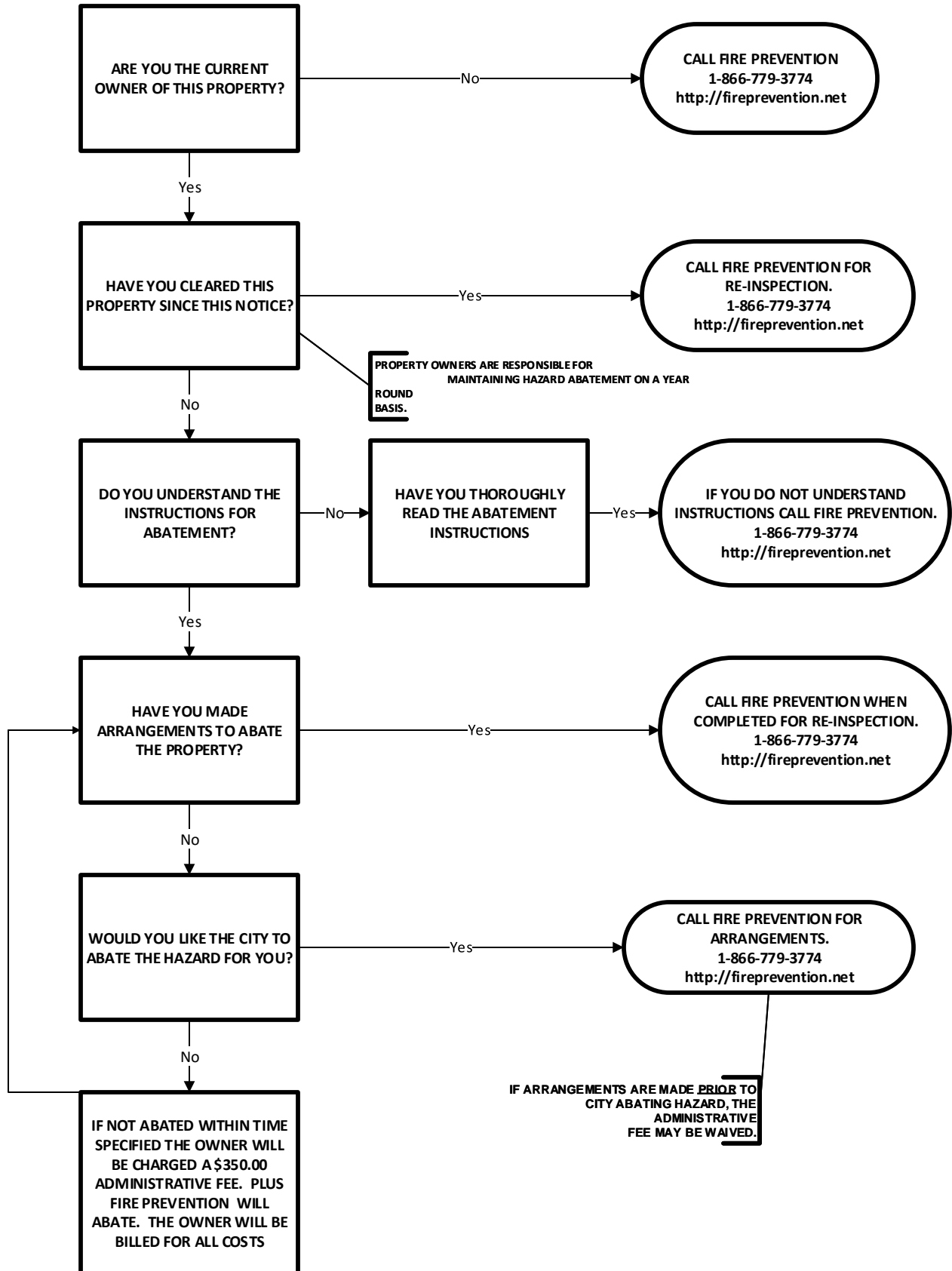
***Fire Prevention Services, Inc. is under contract with the City of National City.

Photo	Details
	<p>Title: Initial</p> <p>Date: Dec 07, 2022 11:25</p> <p>Uploaded by: Michael Horkos</p>
	<p>Title: Initial</p> <p>Date: Dec 07, 2022 11:25</p> <p>Uploaded by: Michael Horkos</p>
	<p>Title: Initial</p> <p>Date: Dec 07, 2022 11:25</p> <p>Uploaded by: Michael Horkos</p>

rev. 03/27/06, 04/24/06, 06/21/06, 3/15/2022

NATIONAL CITY FIRE DEPARTMENT

COMMON QUESTIONS AND ANSWERS



CITY OF NATIONAL CITY

SCHEDULE OF FEES

1.	<u>Tractor Mowing</u>		
	A.	per parcel, sized 1 to 7,500 square feet	\$250.00
	B.	per parcel, sized 7,501 to 15,000 square feet	\$325.00
	C.	per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00
	D.	per parcel, sized 30,001 square feet to one acre	\$450.00
	E.	Per square foot over one acre	\$ 00.02
2.	<u>Hand Labor</u>		
	A.	per square foot of area abated	\$ 00.10
3.	<u>Dozer Operation</u>		
	A.	hourly rate	\$150.00
	B.	move-on fee	\$150.00
4.	<u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)		
	A.	per cubic yard of material prior to chipping, and or compacting	\$ 38.00
	B.	dump fees	(reimbursement of cost)
5.	<u>Administrative Fee</u> (failure to comply with final notice)		
	A.	per parcel	\$350.00
6.	<u>Attorney Services</u>		
	A.	per parcel, per hour	\$200.00
7.	<u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)		
	A.	Cost confirmations fee, per parcel	\$275.00
8.	<u>Miscellaneous Fees</u>		
	A.	special inspection fee	\$ 50.00
	B.	abatement lien	\$ 50.00C.In-
		terest on lien (apr)	10%
	D.	release of abatement lien	\$ 50.00
	E.	public notary	\$ 20.00
	F.	File duplication fee	\$ 50.00
	G.	Unscheduled Labor per man hour	\$ 50.00
	H.	unscheduled fees	(reimbursement of cost)

HAZARD REDUCTION AND CLEARANCE STANDARDS FOR
THE CITY OF NATIONAL CITY

- 1) All trash, rubbish, debris, cuttings and or combustible materials must be removed from the property and properly disposed of.
- 2) Properties 2 (two) acre and less- Clear the entire property of all weeds, dead vegetation, and debris. Also all rubbish and discarded combustible material must be removed from the property.
- 3) Mature trees must be trimmed to six (6) feet above the ground.
- 4) Remove all vegetation existing within 10 feet of a chimney.
- 5) Vacant properties over 2 acres-Fifty (50) feet break at the property lines abutting the improved properties. Distance shall be measured in a horizontal plane.
- 6) Improved properties over 2 (two) acres-One hundred (100) feet at the top of hill (inclines).
- 7) Roadways and or driveways shall be cleared to at least the width of the roadway plus ten (10) feet on each side, and to a height of thirteen and one-half (13 1/2')feet above the road surface.

CITY OF NATIONAL CITY FIRE DEPARTMENT
1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596
FINAL NOTICE TO ABATE PUBLIC NUISANCE

Owner: CARRILLO, JUAN C
234 D Ave
NATIONAL CITY, CA 91950
Case #: NC-22-147

Date: 01/09/2023

Parcel Number: 5561032800

Location of Public Nuisance: **234 D Ave, National City, CA, 91950**

Instructions for Abatement: **(1) Please remove all tree branches that exist within 6 feet from the ground. (Excluding maintained, irrigated landscaping, orchards and groves.) (2) Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within ten (10) days of 01/09/2023**. **Your failure to comply with this order will result in the City having your property cleaned by the City's contractor at **your** expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

"NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

National City Municipal Code 9.12.010 Public Nuisance Declared--In General

Any of the following conditions are hereby declared to constitute a public nuisance:

- A. When the Fire Chief or his/her designee determines that there exists in any building or on any premises combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors or windows that reasonably tend to interfere with the operations of the fire department or the egress of the occupants of such building or premises; or finds that the effectiveness of any exit door, attic separation or any fire separation wall is reduced; or finds that any provision of the Uniform Fire Code is being violated.
- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

National City Municipal Code 9.12.020 Public Nuisance Declared--Weeds and Other Flammable Materials

All weeds, growing or located upon streets, sidewalks or private property are hereby declared to be a public nuisance. For the purposes of this chapter, "weeds" shall include the following:

- A. Weeds which bear seeds of a downy or wingy nature.
- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace the the public health.

E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.

National City Municipal Code 1.36.010 Public Nuisance Defined

"Public Nuisance" means any condition defined or declared to be a public nuisance in any section of this code, and/or and condition caused, maintained or permitted to exist which constitutes a threat to the public's health, safety and welfare or which significantly obstructs, injures or interferes with the reasonable of free use of property in a neighborhood, community or to any considerable number of persons. A public nuisance also has the same meaning as set forth in California Civil Code Section 3479.

National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 619-562-1058
Si usted tiene alguna pregunta, por favor llame al numero: 619-562-1058
Sa anumang katanungan, tumawag lang po sa numerong ito: 619-562-1058

Sincerely yours in public safety,

619-562-1058 ext. 307 or <http://fireprevention.net>

Fire Prevention Services***

**You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice.

The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050)

***Fire Prevention Services, Inc. is under contract with the City of National City.

rev. 03/27/06, 04/24/06, 06/21/06, 3/1/2022

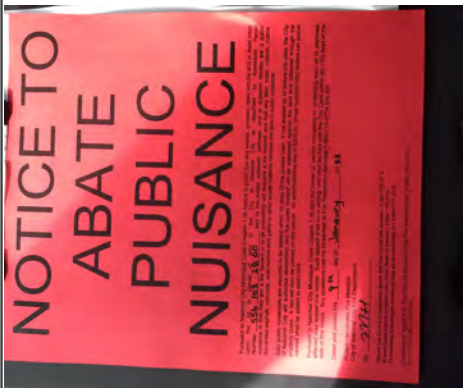



Photo	Details
	<p>Title: Posting Page Date: Jan 09, 2023 14:35 Uploaded by: Michael Horkos</p>
	<p>Title: Posting Page Date: Jan 09, 2023 14:35 Uploaded by: Michael Horkos</p>

Photo	Details
	<p>Title: Reinspection Date: Jan 09, 2023 14:35 Uploaded by: Michael Horkos</p>
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	<p>Title: Reinspection Date: Jan 09, 2023 14:35 Uploaded by: Michael Horkos</p>



Final Inspection 01/24/23



Final Inspection 01/24/23



Final Inspection 01/24/23

Fire Prevention Services

P. O. Box 1720
El Cajon, CA 92022-1720



7020 0640 0002 0682 3279

**IMPORTANT
WEED & HAZARD
ABATEMENT NOTICE
INSIDE**

RECEIVED
FEB 06 2023

POSTAGE WILL BE PAID BY ADDRESSEE
\$7.82
US POSTAGE
FIRST-CLASS
PERMIT NO. 1000
EL CAJON, CA 92022
EPA 10-2021



*ML
1/12/2023*

NAME _____
FIRST NOTICED 1/31
SECOND NOTICED _____
RETURNED _____

Owner: CARRILLO, JUAN C
234 D Ave
NATIONAL CITY, CA 91950
Case #: NC-22-147

NT YTP 013 OF 1 0001720
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 92022172020 *0304-02710-0

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- | | |
|--|----------|
| <input type="checkbox"/> Return Receipt (hardcopy) | \$ _____ |
| <input type="checkbox"/> Return Receipt (electronic) | \$ _____ |
| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ _____ |
| <input type="checkbox"/> Adult Signature Required | \$ _____ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ _____ |

Postage

\$

Total Postage and Fees

\$

Send To

Carrillo, Juan C

Street and Apt. No., PO Box No.

237 D Ave.

City, State, ZIP+4®

National City 91950



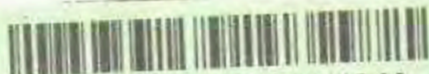
NC-22-147

7020 0640 0002 0682 3279

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

NC-22-147
CARRILLO, JUAN C
234 D. AVE.
NATIONAL CITY, CA. 91950



9590 9402 7084 1251 6116 86

2. Article Number (Transfer from service label)

7020 0640 0002 0682 3279

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)

- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd., National City, CA 91950-4596

WORK ORDER AUTHORIZATION

Authorization # NC-22-147

Owner: CARRILLO, JUAN C

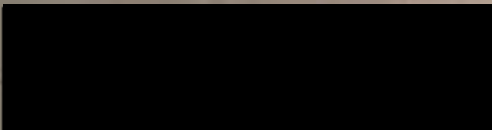
Address: CARRILLO, JUAN C
334 D Ave
NATIONAL CITY, CA 91950

Parcel #5561032800

Job location: 234 D Ave, National City, CA, 91950

Authorized by: EDDIE SANCHOZ

Signature:



2-8-23

WHEN SIGNED THIS DOCUMENT ALLOWS RIGHT OF PASSAGE ONTO PRIVATE PROPERTY FOR THE PURPOSE OF FIRE HAZARD / PUBLIC NUISANCE REDUCTION OR REMOVAL.

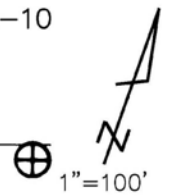
METHOD OF CLEARING

Circle One:		Entire Parcel	Fire Break
Hand Cutting: _____ sq. ft.			Hauling: _____ cu. yds.
Tractor Mowing: _____ sq. ft.			Discing: _____ sq. ft.

CREW INFORMATION

Crew	Date
Name: _____	
Name: _____	
Name: _____	
Name: _____	
Name: _____	

Notes: (1) Please remove all tree branches that exist within 6 feet from the ground. (Excluding maintained, irrigated landscaping, orchards and groves.) (2) Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round) (This includes along sidewalks and alleys)



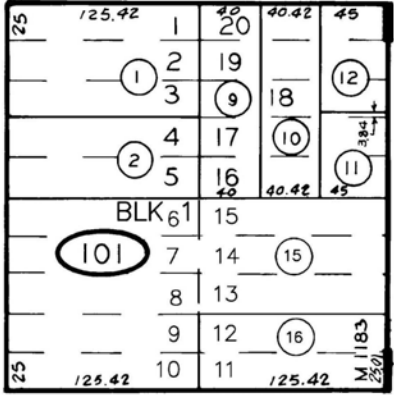
AVE.)

556-092 E 102
110
131 & 132
150

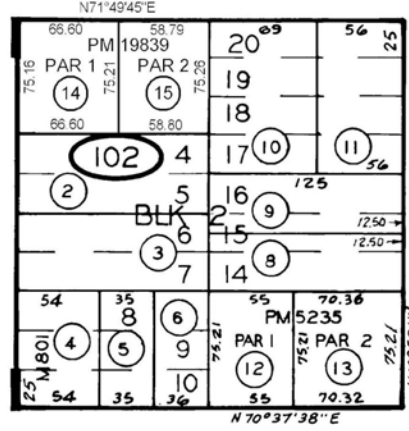
BLVD. (NATIONAL

80 SECOND

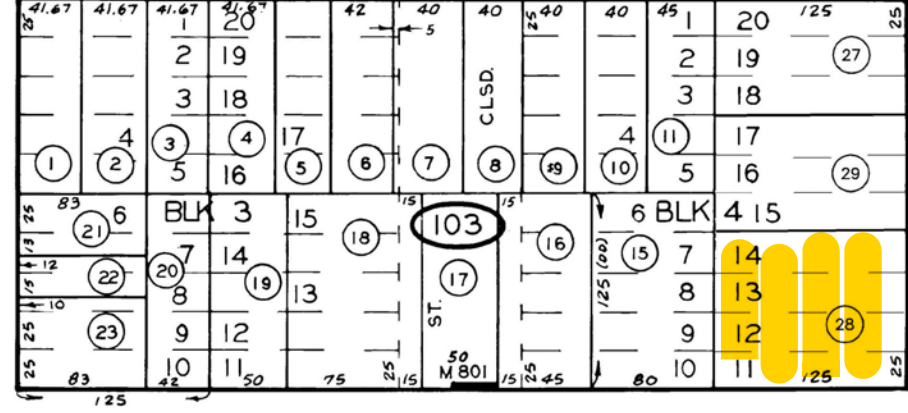
ST. 80



80 AVE. A 80



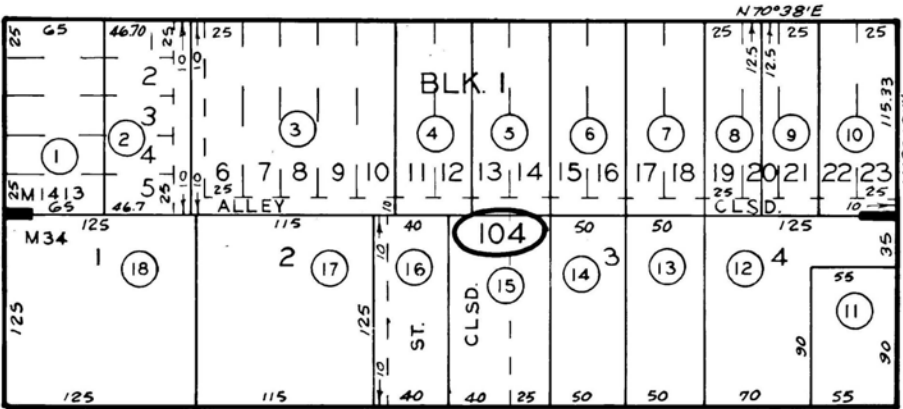
80 AVE. A 80



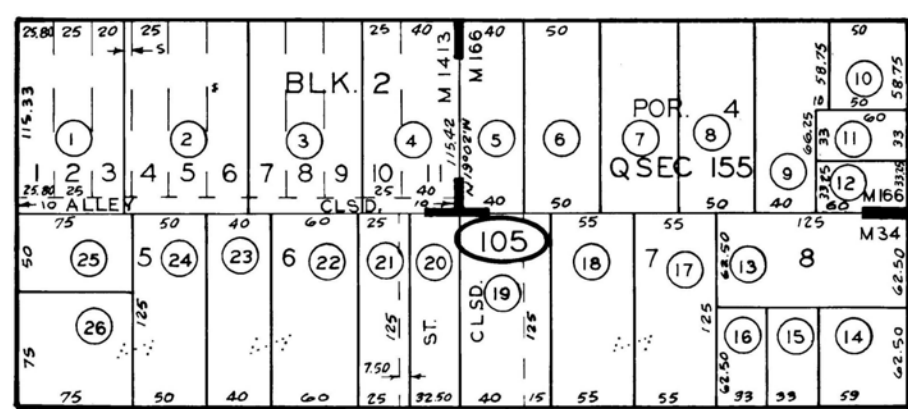
80 AVE. A 80

80 THIRD

ST. 80



80 AVE. B 80



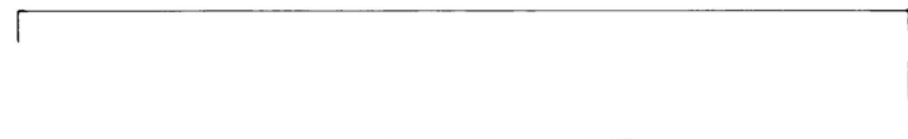
80 AVE. B 80

80 FOURTH

ST. 80



80 AVE. D 80



80 AVE. D 80

9/22/2005 SM

CHANGES				
BLK	OLD	NEW	YR	CUT
103	110-VAR	1-23		
104	131-VAR	1-18		
		(042-VAR)		
105	132-VAR	1-26	85	10003
101	5-8	14	89	2022
103	12-14	24-27	01	1557
101	13&14	15&16	01	1372
103	24,25, &26	28&29	01	1542
102	1	14&15	06	1686

555
3

NATIONAL CITY

M 34

M 34

12

Work space for diagrams and amount of work done

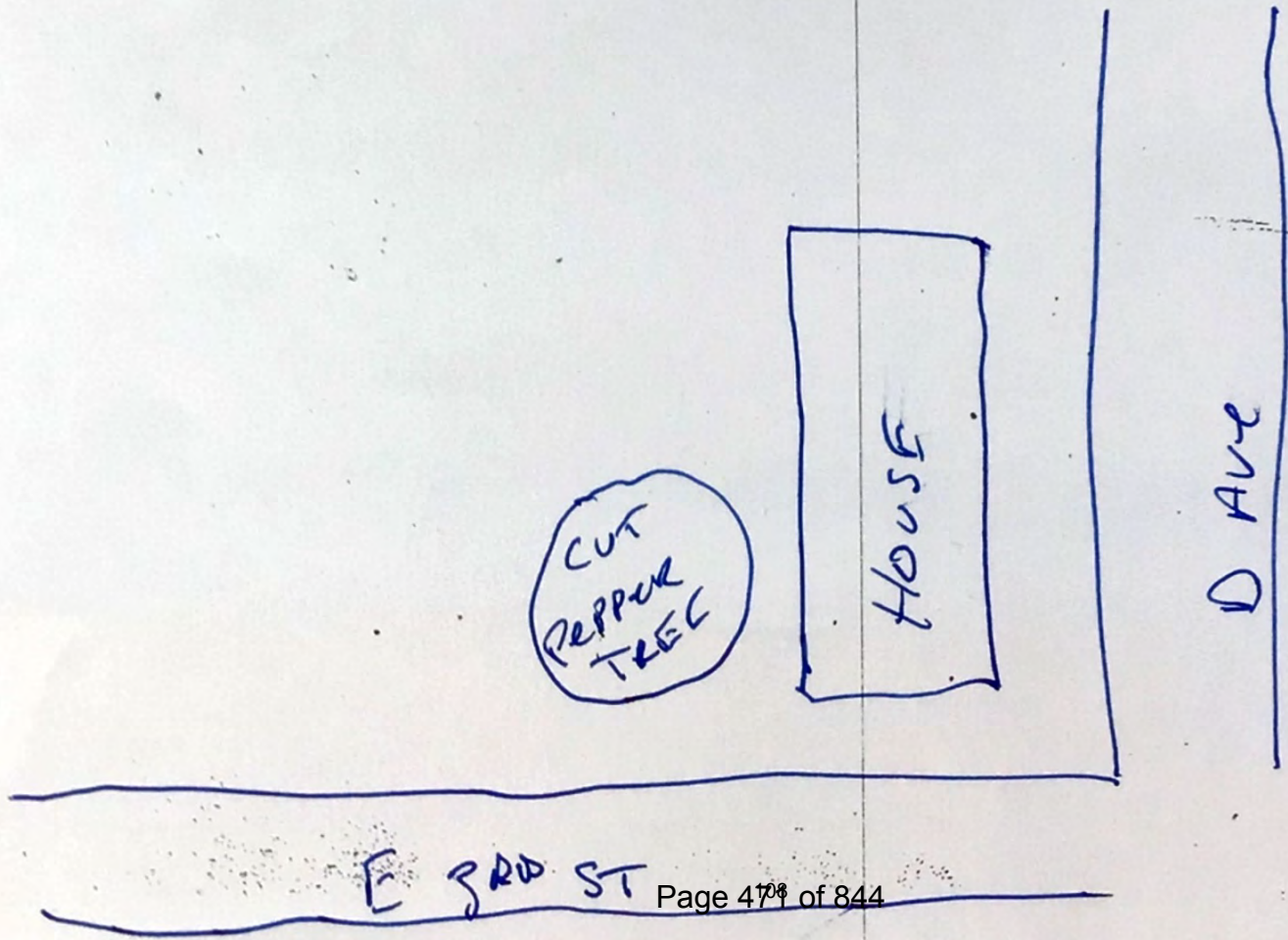
Hand Sq. Ft.: _____

Tractor Sq. Ft.: _____

Total Removal Cu. Yds.: 2.38

Dump ticket: 1

Dump Charge: _____



Feb 14, 2023 at 9:21:05 AM
+32.681225,-117.104949
327° NW
319 E Third St
National City CA 91950
United States



Before 04/14/23



Feb 14, 2023 at 9:21:08 AM

+32.681259,-117.105053

5° N

319 E Third St

National City CA 91950

United States



Before 04/14/23

Feb 14, 2023 at 9:21:11 AM

+32.681259,-117.105053

21° N

319 E Third St

National City CA 91950

United States



Before 04/14/23

Feb 14, 2023 at 9:40:53 AM
+32.681291 -117.104886
336° NW
343 E Third St
National City CA 91950
United States



Before 04/14/23

Feb 14, 2023 at 9:41:26 AM

+32.681301,-117.105003

62° NE

319 E Third St

National City CA 91950

United States



Before 04/14/23



Feb 14, 2023 at 9:43:59 AM
+32.681470,-117.104822
317° NW
234 D Ave
National City CA 91950
United States



After 04/14/23

Feb 14, 2023 at 9:44:02 AM
+32.681216,-117.104963
347° N
319 E Third St
National City CA 91950
United States



After 04/14/23

Feb 14, 2023 at 9:44:05 AM
+32.681216,-117.104963
22° N
319 E Third St
National City CA 91950
United States



After 04/14/23

Fire Prevention Services, Inc.
P.O. Box 1720 : El Cajon, CA 92022-1720
(619) 562-1058 : fax (619) 445-6336
<http://fireprevention.net>

Case #NC-22-147 APN: 5561032800
CARRILLO, JUAN C
234 D Ave
NATIONAL CITY, CA 91950

02/16/2023

Location: 234 D Ave, National City, CA, 91950

Dear CARRILLO, JUAN C,

This letter is to inform you that the **Public Nuisance** on the above referenced property has been abated pursuant to prior Notice to Abate and order of the City of National City.

Fire Prevention Services has been contracted by the City of National City to help reduce Public Nuisances and potential fire violations thus improving the safety of its citizens.

The abatement of the Violation on your property was performed as mandated per National City Municipal Code Chapter 1.36. The charges thus far total \$489.44. You will incur no further costs if this amount is paid within fifteen (15) days of this notice.

Please make check payable to **F.P.S.I.** and please include the Case #**NC-22-147** on the check.

If you have any questions please call us direct at **(619) 562-1058**.

Sincerely,

Fire Prevention Services, Inc.
<http://fireprevention.net>

rev.3/1/2022

NATIONAL CITY SCHEDULE OF FEES

<u>Tractor Mowing</u>		<u>quantity</u>	<u>sub total</u>
A. per parcel, sized 1 to 7,500 square feet	\$250.00	_____	_____
B. per parcel, sized 7,501 to 15,000 square feet	\$325.00	_____	_____
C. per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00	_____	_____
D. per parcel, sized 30,001 square feet to one acre	\$450.00	_____	_____
E. per square foot over one acre	\$00.02	_____ sq. ft.	_____
 <u>Hand Labor</u>			
A. per square foot of area abated	\$0.10	_____ sq. Ft.	_____
 <u>Dozer Operation</u>			
A. hourly rate	\$150.00	_____	_____
B. move-on fee	\$150.00	_____	_____
 <u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)			
A. per cubic yard of material prior to chipping, and or compacting	\$38.00	X 2.88	cu.yds = 109.44
B. dump fees	(reimbursement of cost)	_____	30.00
 <u>Administrative Fee</u> (failure to comply by deadline of notice)			
A. per parcel	\$350.00	1	<u>\$350.00</u>
 <u>Attorney Services</u>			
A. per parcel, per hour	\$200.00	_____	_____
 <u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)			
A. cost confirmation fee, per parcel	\$275.00	_____	_____
 <u>Miscellaneous Fees Per Parcel</u>			
A. special inspection fee	\$50.00	_____	_____
B. abatement lien	\$50.00	_____	_____
C. Interest on lien (apr)	10%	_____	_____
D. release of abatement lien	\$50.00	_____	_____
E. public notary	\$20.00	_____	_____
F. file duplication fee	\$50.00	_____	_____
G. unscheduled Labor per man hour	\$50.00	_____	_____
H. unscheduled fees	(reimbursement of cost)	_____	_____
 FILE # <u>SM-22-147</u> APN # <u>556-103-28-00</u> TOTAL \$ <u>489.44</u>			

Fire Prevention Services, Inc.
P.O. Box 1720 : El Cajon, CA 92022-1720
(619) 562-1058 : fax (619) 445-6336
<http://fireprevention.net>

FINAL BILL

Case #NC-22-147 APN: 5561032800
CARRILLO, JUAN C
234 D Ave
NATIONAL CITY, CA 91950

03/06/2023

Location: 234 D Ave, National City, CA, 91950

Dear CARRILLO, JUAN C,

You have failed to pay the bill dated , to date we have not received payment.

If we do not receive payment within 10 days in the amount of \$489.44 we will be forced to bring appropriate action to collect these monies.

The further action will include the filing of an abatement lien on the property in question, as well as the forwarding to our collection agency. Under state and local law the costs of these actions will be added to the amount referenced above.

To avoid this action, please pay now.

Make check payable to **F.P.S.I.** and please include the Case #**NC-22-147** on the check.

If you have any questions please call us direct at **(619) 562-1058**.

Sincerely,

Fire Prevention Services, Inc.
<http://fireprevention.net>

rev.11/11/2021, rev. 3/1/2022

RECORDING REQUESTED BY
Fire Prevention Services, Inc.
PO Box 1720
El Cajon, CA 92022-1720
tel 619-562-1058 fax 619-445-6336

AND WHEN RECORDED MAIL TO
Fire Prevention Services, Inc.
PO Box 1720
El Cajon, CA 92022-1720

For Payoff - Demand please submit to: payoff@fireprevention.net or fax 619-445-6336

NOTICE OF ABATEMENT

**TO THE CURRENT OWNER OF RECORD AND ANY FUTURE OWNERS/PURCHASERS OF THE
HEREIN DESCRIBED PROPERTY**

WHEREAS it was determined that a violation of National City Municipal Code Chapter 1.36 did exist, and

WHEREAS such violation was ordered abated, and

WHEREAS representatives of the City of National City abated the violation (s), and

WHEREAS the charge for such abatement amounted to \$559.44;

THEREFORE, be it known that an abatement obligation exists on the property regardless of owner until paid. The current owner
the property is CARRILLO, JUAN Cat 234 D Ave, NATIONAL CITY, CA, 91950 described as follows:

APN # 5561032800 CASE # NC-22-147
ADDRESS: 234 D Ave, National City, CA, 91950
LEGAL DESCRIPTION: LOT:11-14 BLK:4 CITY:NATIONAL CITY SUBD:J L PEARSONS SUBDIVISION TR#:801 TR
BLK 4*LOTS 11 THRU 14 MAP REF:000801

This abatement obligation shall attach to the property, not the owner, and may not be extinguished by a tax sale under the California
Revenue and Taxation Code Section 3712. After confirmation by the City it may become a special assessment on the property tax
bill. If not paid pursuant to State Law and State Tax Lien Law, the property may be sold to satisfy that obligation. The amount of
claim shall be \$559.44 plus interest and other costs which may hereafter become due. This filing does not preclude the filing of leg-
action for collection. Should such actions be required or determined to be appropriate, reasonable legal fees will be incurred and
to said obligation.

DATED: 03/27/2023

By: [Redacted]
San Diego
Designee for City of National City

Certificate Of Acknowledgment

Voluntary public notary officer completing this certificate certifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truth,
accuracy, or validity of that document.

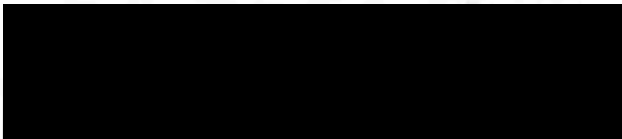
State of California)

County of San Diego)

On 03/27/2023 before me, Carol A. Martinelli, Notary Public, personally appeared Ken Osborn, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/it
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.



(Seal)

SUMMARY REPORT FOR APN 556-104-18-00

01/25/22 Initial inspection was made, property was found to be in violation.

02/08/22 Mailed 30 day courtesy notice to the owner.

02/16/22 Courtesy notice returned "attempted not known".

03/11/22 Re-inspection was made, property was found to be in violation.

03/11/22 Posted property.

03/14/22 Mailed 10 day final notice to the owner, certified mail.

03/23/22 Certified notice returned "unclaimed".

03/23/22 Verified ownership information with County of San Diego.

03/25/22 Final inspection was made, property was found to be in violation.

03/25/22 Verified ownership information with County of San Diego.

03/30/22 Work order authorization signed by District Official.

04/04/22 F.P.S.I. crews abated the property.

04/05/22 The owner was mailed a bill at the contracted rates.

04/14/22 The owner was mailed a final bill.

04/27/22 A Notice of Abatement was filed on the property.

05/26/23 The list of Fixed Charge Special Assessments [EXHIBIT "A"] and the City Clerk's "NOTICE OF PUBLIC CONFIRMATION OF COSTS HEARING" was served upon the property owner by means of Regular Mail, Certified Mail and Posting upon the property.

CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596

NOTICE TO ABATE PUBLIC NUISANCE

Owner: Kennedy Family Trust
Address: 3928 Palm Dr
Bonita, CA 91902

Parcel Number: 556 104 18 00

Date: 2/8/2022

COPY

Location of Public Nuisance: 333 National City Blvd

Instructions for Abatement: **Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within thirty (30) days of 2/8/2022.** **Your failure to comply with this order will result in the City having your property cleaned by the City's contractor at your expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

"NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

National City Municipal Code 9.12.010 Public Nuisance Declared--In General

Any of the following conditions are hereby declared to constitute a public nuisance:

- A. When the Fire Chief or his/her designee determines that there exists in any building or on any premises combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors or windows that reasonably tend to interfere with the operations of the fire department or the egress of the occupants of such building or premises; or finds that the effectiveness of any exit door, attic separation or any fire separation wall is reduced; or finds that any provision of the Uniform Fire Code is being violated.
- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

National City Municipal Code 9.12.020 Public Nuisance Declared--Weeds and Other Flammable Materials

All weeds, growing or located upon streets, sidewalks or private property are hereby declared to be a public nuisance. For the purposes of this chapter, "weeds" shall include the following:

- A. Weeds which bear seeds of a downy or wingy nature.
- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health.
- E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.

National City Municipal Code 1.36.010 Public Nuisance Defined

"Public Nuisance" means any condition defined or declared to be a public nuisance in any section of this code, and/or and condition caused, maintained or permitted to exist which constitutes a threat to the public's health, safety and welfare or which significantly obstructs, injures or interferes with the reasonable of free use of property in a neighborhood, community or to any considerable number of persons. A public nuisance also has the same meaning as set forth in California Civil Code Section 3479.

National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 1-866-779-3774

Si usted tiene alguna pregunta, por favor llame al numero: 1-866-779-3774

Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

Sincerely yours in public safety,

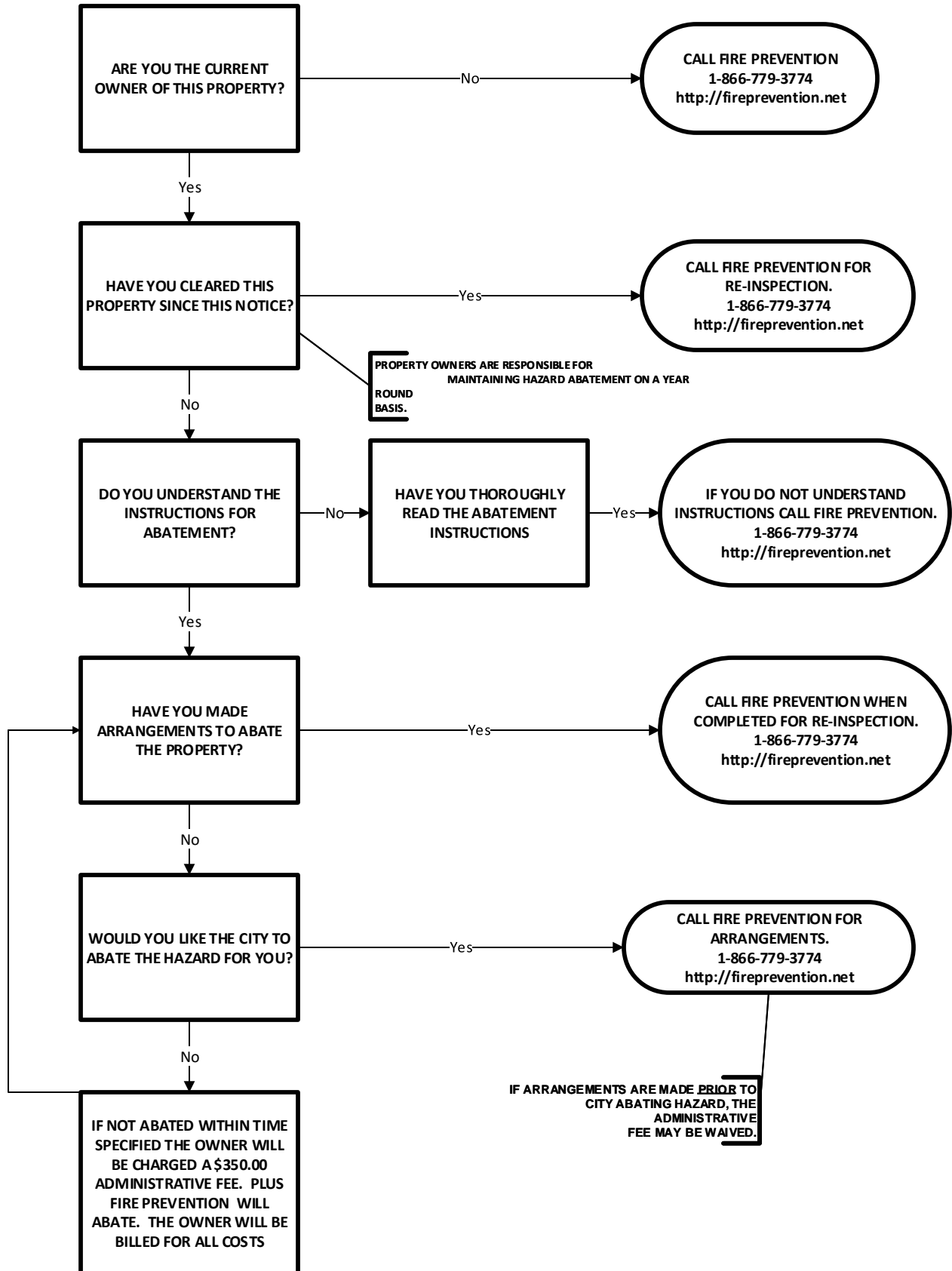
1-866-779-3774 ext. 307 or <http://fireprevention.net>

**You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice. The appeal shall be filed with the City Clerk. (NCMC 1.36.050)

***Fire Prevention Services, Inc. is under contract with the City of National City

NATIONAL CITY FIRE DEPARTMENT

COMMON QUESTIONS AND ANSWERS



CITY OF NATIONAL CITY

SCHEDULE OF FEES

1.	<u>Tractor Mowing</u>		
	A.	per parcel, sized 1 to 7,500 square feet	\$250.00
	B.	per parcel, sized 7,501 to 15,000 square feet	\$325.00
	C.	per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00
	D.	per parcel, sized 30,001 square feet to one acre	\$450.00
	E.	Per square foot over one acre	\$ 00.02
2.	<u>Hand Labor</u>		
	A.	per square foot of area abated	\$ 00.10
3.	<u>Dozer Operation</u>		
	A.	hourly rate	\$150.00
	B.	move-on fee	\$150.00
4.	<u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)		
	A.	per cubic yard of material prior to chipping, and or compacting	\$ 38.00
	B.	dump fees	(reimbursement of cost)
5.	<u>Administrative Fee</u> (failure to comply with final notice)		
	A.	per parcel	\$350.00
6.	<u>Attorney Services</u>		
	A.	per parcel, per hour	\$200.00
7.	<u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)		
	A.	Cost confirmations fee, per parcel	\$275.00
8.	<u>Miscellaneous Fees</u>		
	A.	special inspection fee	\$ 50.00
	B.	abatement lien	\$ 50.00C.In-
		terest on lien (apr)	10%
	D.	release of abatement lien	\$ 50.00
	E.	public notary	\$ 20.00
	F.	File duplication fee	\$ 50.00
	G.	Unscheduled Labor per man hour	\$ 50.00
	H.	unscheduled fees	(reimbursement of cost)

HAZARD REDUCTION AND CLEARANCE STANDARDS FOR
THE CITY OF NATIONAL CITY

- 1) All trash, rubbish, debris, cuttings and or combustible materials must be removed from the property and properly disposed of.
- 2) Properties 2 (two) acre and less- Clear the entire property of all weeds, dead vegetation, and debris. Also all rubbish and discarded combustible material must be removed from the property.
- 3) Mature trees must be trimmed to six (6) feet above the ground.
- 4) Remove all vegetation existing within 10 feet of a chimney.
- 5) Vacant properties over 2 acres-Fifty (50) feet break at the property lines abutting the improved properties. Distance shall be measured in a horizontal plane.
- 6) Improved properties over 2 (two) acres-One hundred (100) feet at the top of hill (inclines).
- 7) Roadways and or driveways shall be cleared to at least the width of the roadway plus ten (10) feet on each side, and to a height of thirteen and one-half (13 1/2')feet above the road surface.

NOTICE TO ABATE PUBLIC NUISANCE

Noticed by Health Care Complaints Commission on 03/11/22. The above named premises are in the possession of the above named person and are used for the purpose of a public nuisance. The Commission is satisfied that the above named person is responsible for the nuisance and is required to take such steps as are necessary to abate the nuisance. Failure to do so may result in the Commission taking such steps as it sees fit to abate the nuisance and the above named person may be liable for the costs of such abatement. A copy of this notice is being served on the above named person and a copy is being placed on the premises. The Commission is satisfied that the above named person is responsible for the nuisance and is required to take such steps as are necessary to abate the nuisance. Failure to do so may result in the Commission taking such steps as it sees fit to abate the nuisance and the above named person may be liable for the costs of such abatement. A copy of this notice is being served on the above named person and a copy is being placed on the premises.

Health Care Complaints Commission
03/11/22

Re-Inspection 03/11/22



Re-Inspection 03/11/22



Re-Inspection 03/11/22



Re-Inspection 03/11/22



Re-Inspection 03/11/22



Re-Inspection 03/11/22



Re-Inspection 03/11/22

CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd : NATIONAL CITY, CA. 91950-4596

FINAL NOTICE TO ABATE PUBLIC NUISANCE

Owner: Kennedy Family Trust
Address: 3928 Palm Dr
Bonita, CA 91902

Parcel Number: 556 104 18 00

Date: 3/14/2022

COPY

Location of Public Nuisance: 333 National City Blvd

Instructions for Abatement: **Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within ten (10) days of 3/14/2022**. **Your failure to comply with this order will result in you being charged the administrative fee and the City having your property cleaned by the City's contractor at **your** expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

"NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

National City Municipal Code 9.12.010 Public Nuisance Declared--In General

Any of the following conditions are hereby declared to constitute a public nuisance:

- A. When the Fire Chief or his/her designee determines that there exists in any building or on any premises combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors or windows that reasonably tend to interfere with the operations of the fire department or the egress of the occupants of such building or premises; or finds that the effectiveness of any exit door, attic separation or any fire separation wall is reduced; or finds that any provision of the Uniform Fire Code is being violated.
- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

National City Municipal Code 9.12.020 Public Nuisance Declared--Weeds and Other Flammable Materials

All weeds, growing or located upon streets, sidewalks or private property are hereby declared to be a public nuisance. For the purposes of this chapter, "weeds" shall include the following:

- A. Weeds which bear seeds of a downy or wingy nature.
- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health.
- E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.

National City Municipal Code 1.36.010 Public Nuisance Defined

"Public Nuisance" means any condition defined or declared to be a public nuisance in any section of this code, and/or and condition caused, maintained or permitted to exist which constitutes a threat to the public's health, safety and welfare or which significantly obstructs, injures or interferes with the reasonable of free use of property in a neighborhood, community or to any considerable number of persons. A public nuisance also has the same meaning as set forth in California Civil Code Section 3479.

National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 1-866-779-3774

Si usted tiene alguna pregunta, por favor llame al numero: 1-866-779-3774

Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

Sincerely yours in public safety,

notice. 1-866-779-3774 ext. 307 or <http://fireprevention.net>

**You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice. The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050)

***Fire Prevention Services, Inc. is under contract with the City of National City.

Fire Prevention Services***



Final Inspection 03/25/22



Final Inspection 03/25/22



Final Inspection 03/25/22



03/30/22 Inspection



03/30/22 Inspection



03/30/22 Inspection

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Bonita, CA 91902

OFFICIAL USE ONLY

Certified Mail Fee	\$3.75
\$	\$3.05
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.58
\$	
Total Postage	\$7.38



03/14/2022

556 104 18 00
 Sent To
 Kennedy Family Trust
 Street and Apt
 3928 Palm Dr
 City, State, Zip
 Bonita CA 91902

NC

91902

Page 503 of 844

7020 0640 0002 0681 8169

Fire Prevention Services

P. O. Box 1720
El Cajon, CA 92022-1720

152<20616
JM 3

SAN DIEGO CA 920

8 FEB 2022 PM 1 L



RECEIVED
FEB 16 2022

IMPORTANT
WEED & HAZARD
ABATEMENT NOTICE
INSIDE

RECEIVED
910 2A N C0002/10/22
UNABLE TO FORWARD/FOR REVIEW
C0003
BCI 99130220739306876 ANK
DU 1052-85222-10705

Sender: Kennedy Family Trust
Address: 3928 Palm Dr
Bonita, CA 91902

Parcel Number: 556 104 15

Date: 2/8/2022

NIXIE 910 DC 1 0002/13/22
RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD
BC: 92022172020 *1404-07631-08-36

Location of Public Nuisance: 333 National City Blvd

91902-251828

CERTIFIED MAIL



7020 0640 0002 0681 8169

Fire Prevention Services

P. O. Box 1720
El Cajon, CA 92022-1720

1ST NOTICE 3/18/22
2ND NOTICE
RETURNED

IMPORTANT
WEED & HAZARD
ABATEMENT NOTICE
INSIDE



1000



91902

U.S. POSTAGE PAID
FCM LETTER
SAN DIEGO, CA
92139
MAR 14, 22
AMOUNT

\$7.38

R2304E106846-15

RECEIVED
MAR 23 2022

RETURN RECEIPT
REQUESTED

Sender: Kennedy Family Trust
Address: 3928 Palm Dr
Bonita, CA 91902

Parcel Number: 556 104

Date: 3/14/2022

NIXIE 910 FE 1 0003/16/22
RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD
BC: 92022172020 *0952-05973-16-18

Location of Public Nuisance: 333 National City Blvd

Instructions for Abatement: Please clear the entire property of all weed
and debris must be removed from the property. (Please ma

92022>1720

Fire Prevention Services

P. O. Box 1720
El Cajon, CA 92022-1720

SAN DIEGO CA 920

23 MAY 2022 PM 3 L



Does not
live here

Please
Return

RECEIVED
JUN 19 2022

556-104-18-00

URGENT NOTIFICATION

Kennedy Family Trust
3928 Palm Dr.
Bonita, CA. 91902

ADPT. 556 104 18 00

NIXIE 910 FE 1 0006/07/22

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

BC: 92022172020 *1052-05658-07-31

ANK
51902-251720
92022-1720

Fire Prevention Services

P. O. Box 1720
El Cajon, CA 92022-1720

SAN DIEGO CA 920

5 APR 2022 PM 5 L



Does not live here
Please

REC
JUN 19 2022

4/5/2022

Kennedy Family Trust
3928 Palm Dr
Bonita, CA 91902

NIXIE 910 FE 1 0006/07/22

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

BC: 92022172020 *1504-00768-05-39

ANK
51902-251720
92022-1720

CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596

WORK ORDER AUTHORIZATION

Authorization # 7683

Owner: Kennedy Family Trust
Address: 3928 Palm Dr
Bonita, CA 91902

Parcel #556 104 18 00 Job location:333 National City Blvd

Authorized by: _____

Signature: _____ Date: 3-30-22

WHEN SIGNED THIS DOCUMENT ALLOWS RIGHT OF PASSAGE ONTO PRIVATE PROPERTY FOR THE PURPOSE OF FIRE VIOLATION / PUBLIC NUISANCE REDUCTION OR REMOVAL.

METHOD OF CLEARING

	Entire Parcel	Fire Break
Hand Cutting:	<u>2780</u> sq. ft.	Removal: _____ cu. yds.
Tractor Mowing:	_____ sq. ft.	Discing: _____ sq. ft.

CREW INFORMATION

<u>Crew</u>	<u>Date</u>
Type: <u>HAND</u>	<u>4/4/23</u>
Type: _____	_____
Type: _____	_____
Type: _____	_____

Notes: Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)

= METROSCAN PROPERTY PROFILE =
San Diego (CA)

=====

OWNERSHIP INFORMATION

=====

Parcel Number :556 104 18 00
 Owner :Kennedy Family Trust
 CoOwner :
 Site Address :333 National City Blvd National City 91950
 Mail Address :3928 Palm Dr Bonita Ca 91902
 Owner Phone :

=====

SALES AND LOAN INFORMATION

=====

Transferred	:04/09/2001	Loan Amount	:
Document #	:215417	Lender	:
Sale Price	:	Loan Type	:
Deed Type	:	Interest Rate	:
% Owned	:	Vesting Type	:

=====

ASSESSMENT AND TAX INFORMATION

=====

Land	:\$336,877	Exempt Type	:
Structure	:\$4,165	Exempt Amount	:
Other	:	Tax Rate Area	:06045
Total	:\$341,042	21-22 Taxes	:\$4,273.08
% Improved	:1		

=====

PROPERTY DESCRIPTION

=====

Map Grid :
 Census :Tract:118.01 Block:2
 Zoning :C Commercial
 Land Use :631 Com,Garage,Parking Lot,Used Car
 Bldg Use :*unknown Building Use*
 Sub/Plat :
 Map Number :000034
 Legal :LOT 1 TR 34
 :
 :
 Tract Number :34
 Lot :1
 Block :

=====

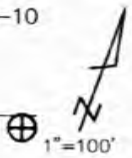
PROPERTY CHARACTERISTICS

=====

Bedrooms :	Lot Acres	:.38	YearBuilt	:1974
Bathrooms:	Garage Space	:	Lot SqFt	:16,471
Units :	View	:	Bldg SqFt	:264
Pool :	Stories	:		

*Information compiled from various sources. CoreLogic makes no representations
 or warranties as to the accuracy or completeness of information contained in this report.*

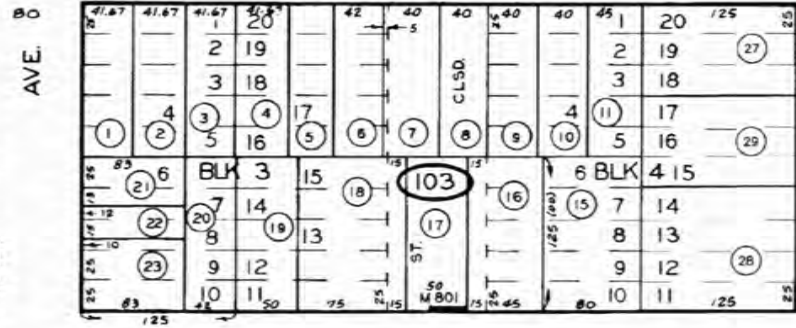
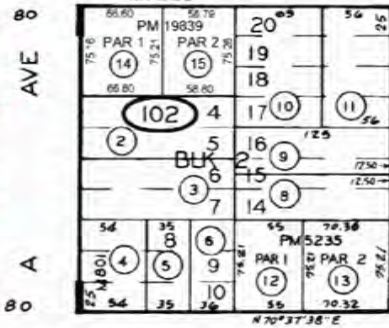
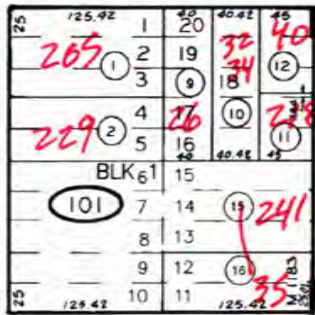
AVE)



BLVD. (NATIONAL

80 SECOND

ST 80



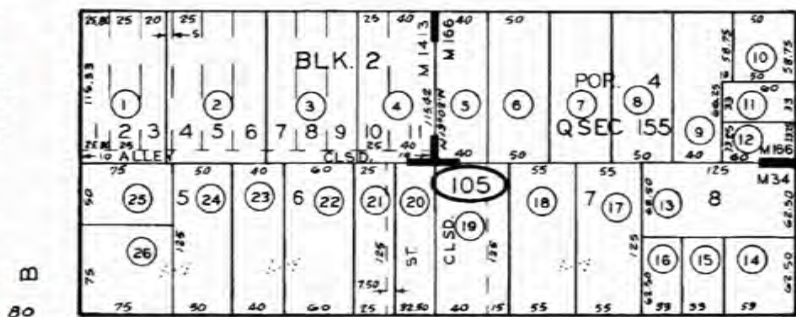
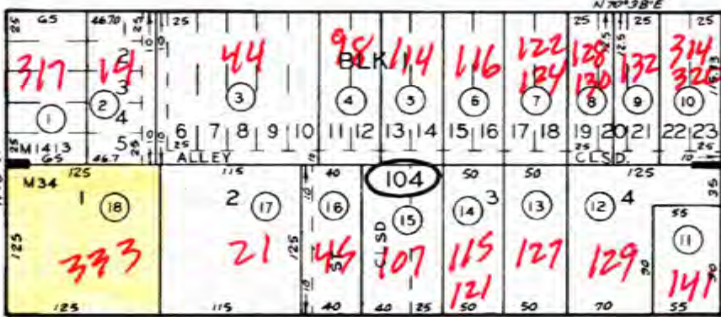
AVE. 80

9/22/2005 SM

BLK	OLD	NEW	YR	CUT
103	110	VAR 1-23		
104	34	VAR 1-18		
		1041-VAR		
105	132	VAR 1-26	AS	10003
101	5-B	14	89	2002
103	12-14	24-27	01	1557
101	13&14	15&16	01	1372
103	24,25	28&29	01	1542
102	1	14&15	06	1686

80 THIRD

ST 80



D

80 FOURTH

ST 80

NATIONAL CITY

6-19-05
SAN DIEGO COUNTY
ASSESSOR'S MAP
BOOK 556 PAGE 10

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

MAP 1413-REAS SUB.
MAP 1183-JL PEARSONS SUB.
MAP 801-PEARSONS SUB.
MAP 166-RANCHO DE LA NACION-POR 1/4 SEC. 155
MAP 34-HUBBLES SUB.
ROS 13498

2,780'

Work space for diagrams and amount of work done

Hand Sq. Ft.: ~~2,080~~

Tractor Sq. Ft.: _____

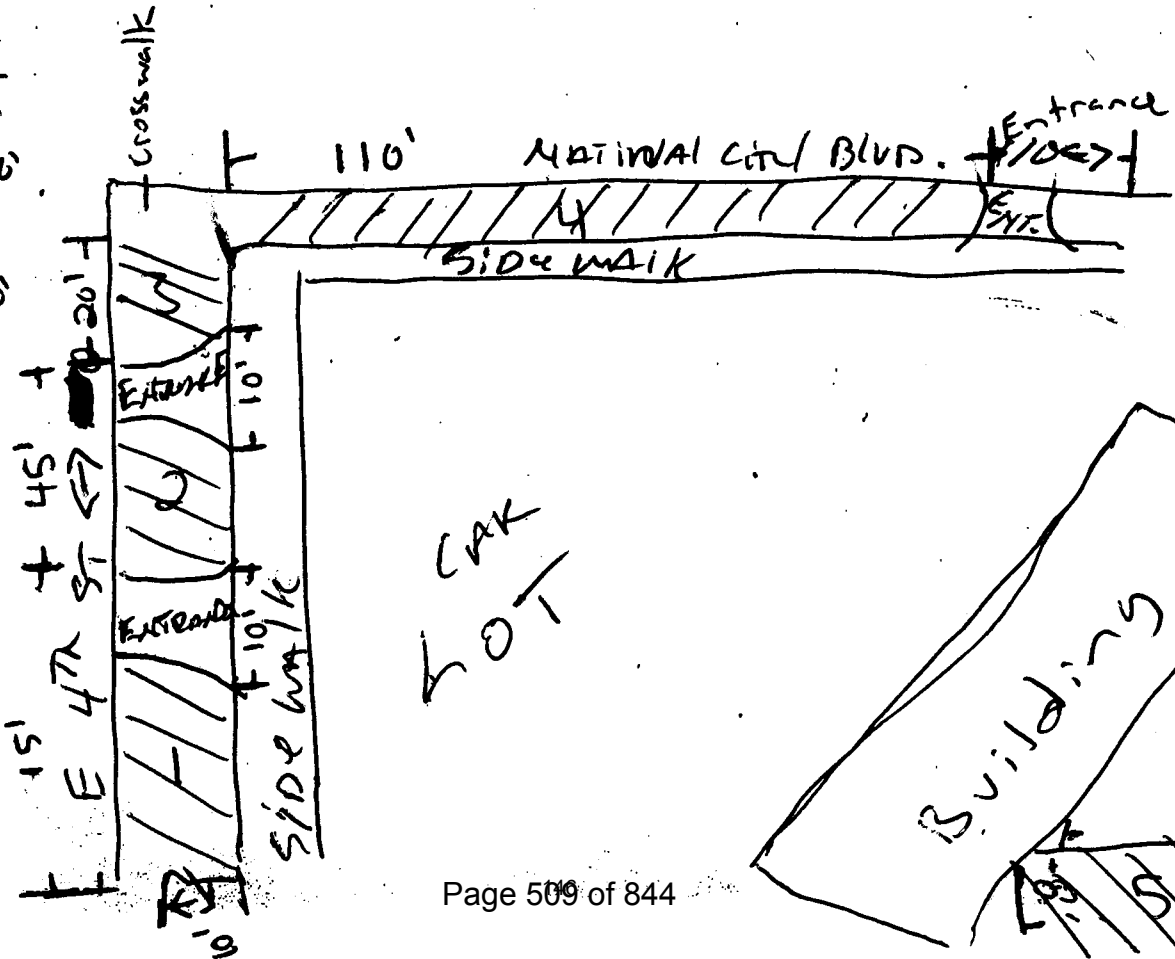
Total Removal Cu. Yds.: _____

Dump ticket: _____

Dump Charge: _____

Hand cut

- 1. 10' x 15' = 150'
- 2. 10' x 45' = 450'
- 3. 10' x 20' = 200'
- 4. 10' x 110' = 1,100'
- 5. 8' x 50' = 400'
- 6. 8' x 60' = 480'





Network: Apr 4, 2022 at 7:45:58 AM PDT
 Local: Apr 4, 2022 at 7:45:58 AM PDT
 N 32° 40' 46.355", W 117° 6' 27.965"
 240° SW
 333 National City Blvd
 National City CA 91950
 United States



Before 04/04/22



Network: Apr 4, 2022 at 7:47:13 AM PDT

Local: Apr 4, 2022 at 7:47:13 AM PDT

N 32° 40' 47.201", W 117° 6' 30.009"

162° S

317 National City Blvd

National City CA 91950

United States



Before 04/04/22

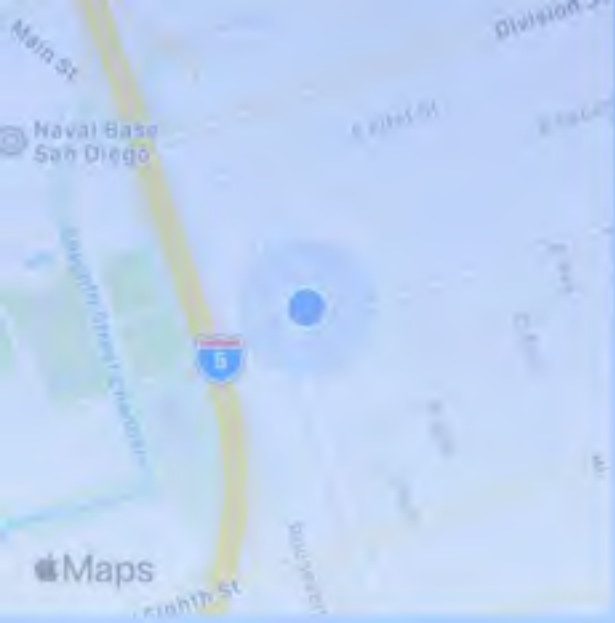
Network: Apr 4, 2022 at 8:07:30 AM PDT
Local: Apr 4, 2022 at 8:07:30 AM PDT
N 32° 40' 47.089", W 117° 6' 29.331"
53° NE

333 National City Blvd
National City CA 91950
United States



Before 04/04/22





Network: Apr 4, 2022 at 8:08:34 AM PDT
Local: Apr 4, 2022 at 8:08:34 AM PDT
N 32° 40' 46.865", W 117° 6' 28.550"

325° NW
333 National City Blvd
National City CA 91950
United States



Before 04/04/22



Network: Apr 4, 2022 at 8:36:22 AM PDT

Local: Apr 4, 2022 at 8:36:21 AM PDT

N 32° 40' 46.995", W 117° 6' 29.893"

161° S

317 National City Blvd

National City CA 91950

United States



After 04/04/22

Network: Apr 4, 2022 at 8:37:21 AM PDT

Local: Apr 4, 2022 at 8:37:21 AM PDT

N 32° 40' 47.227", W 117° 6' 29.371"

53° NE

317 National City Blvd

National City CA 91950

United States



After 04/04/22

Network: Apr 4, 2022 at 8:38:15 AM PDT
Local: Apr 4, 2022 at 8:38:15 AM PDT
N 32° 40' 46.840", W 117° 6' 28.575"
324° NW
333 National City Blvd
National City CA 91950
United States



After 04/04/22



Network: Apr 4, 2022 at 8:52:03 AM PDT

Local: Apr 4, 2022 at 8:52:03 AM PDT

N 32° 40' 46.071", W 117° 6' 29.453"

54° NE

333 National City Blvd

National City CA 91950

United States



After 04/04/22

Fire Prevention Services, Inc.

P.O. Box 1720 : El Cajon, CA 92022-1720

(619) 562-1058 : fax (619) 445-6336

<http://fireprevention.net>

4/5/2022

Kennedy Family Trust
3928 Palm Dr
Bonita, CA 91902

Parcel # 556 104 18 00
Location: 333 National City Blvd
-

Dear Kennedy Family Trust,

This letter is to inform you that the **Public Nuisance** on the above referenced property was abated pursuant to a prior Notice to Abate and order of the City of National City.

Fire Prevention Services was contracted by the City of National City to help reduce Public Nuisances and potential fire violations thus improving the safety of its citizens.

The abatement work on your property was performed as mandated by The National City Municipal Code Chapter 1.36. The charges thus far total \$628.00. You will incur no further costs if this amount is paid within fifteen (15) days of the date of this notice.

Failure to pay this bill may result in the filing of an abatement lien upon your property.

Please make your check payable to Fire Prevention Services and include the Parcel # 556 104 18 00 on the check.

If you have any questions please call us direct at **(619) 562-1058**.

Sincerely,

Fire Prevention Services, Inc.
rev.05/19/06

COPY

NATIONAL CITY SCHEDULE OF FEES

<u>Tractor Mowing</u>		quantity	sub total
A. per parcel, sized 1 to 7,500 square feet	\$250.00	_____	_____
B. per parcel, sized 7,501 to 15,000 square feet	\$325.00	_____	_____
C. per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00	_____	_____
D. per parcel, sized 30,001 square feet to one acre	\$450.00	_____	_____
E. per square foot over one acre	\$00.02	_____ sq. ft.	_____

<u>Hand Labor</u>			
A. per square foot of area abated	\$0.10	2,780 sq. Ft.	278.00

COPY

<u>Dozer Operation</u>			
A. hourly rate	\$150.00	_____	_____
B. move-on fee	\$150.00	_____	_____

<u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)			
A. per cubic yard of material prior to chipping, and or compacting	\$38.00	X _____ cu.yds =	_____
B. dump fees (reimbursement of cost)		_____	_____

<u>Administrative Fee</u> (failure to comply by deadline of notice)			
A. per parcel	\$350.00	1	\$350.00

<u>Attorney Services</u>			
A. per parcel, per hour	\$200.00	_____	_____

<u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)			
A. cost confirmation fee, per parcel	\$275.00	_____	_____

<u>Miscellaneous Fees Per Parcel</u>			
A. special inspection fee	\$50.00	_____	_____
B. abatement lien	\$50.00	_____	_____
C. Interest on lien (apr)	10%	_____	_____
D. release of abatement lien	\$50.00	_____	_____
E. public notary	\$20.00	_____	_____
F. file duplication fee	\$50.00	_____	_____
G. unscheduled Labor per man hour	\$50.00	_____	_____
H. unscheduled fees (reimbursement of cost)		_____	_____

FILE # 7683 APN # 556-104-18-00 **TOTAL** \$ 628.00

Fire Prevention Services, Inc.

P.O. Box 1720 : El Cajon, CA 92022-1720

(619) 562-1058 : fax (619) 445-6336

<http://fireprevention.net>

Final Bill

4/14/2022

Kennedy Family Trust
3928 Palm Dr
Bonita, CA 91902

COPY

Ref: Parcel # 556 104 18 00

Dear Kennedy Family Trust,

This is a reminder of the letter we sent you on 4/5/2022 and we have not received payment in the amount of \$628.00

If we do not receive payment within 10 days we will be required to seek appropriate action to collect these monies.

This action may include filing an abatement lien on your property and forwarding this bill to our collection agency. Under state and local law, costs for such action will be added to your total amount. Please tender a check to us immediately to avoid any further action.

Make your check payable to **Fire Prevention Services, Inc.**, and include the Parcel # 556 104 18 00 on the check.

Should you need to discuss this matter you may contact us at **(619) 562-1058**.

Sincerely,

Fire Prevention Services, Inc.
rev.05/19/06

RECORDING REQUESTED BY
Fire Prevention Services, Inc.
PO Box 1720
El Cajon, CA 92022-1720
(619) 562-1058 fax (619) 445-6336

DOC# 2022-0194485



May 04, 2022 03:57 PM
OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$0.00 (SB2 Atkins: \$0.00)

AND WHEN RECORDED MAIL TO
Fire Prevention Services, Inc.
PO Box 1720
El Cajon, CA 92022-1720

PAGES: 1

For Payoff / Demand please submit to: payoff@fireprevention.net or fax 619-445-6336

NOTICE OF ABATEMENT

TO THE CURRENT OWNER OF RECORD AND ANY FUTURE OWNERS/PURCHASERS OF THE HEREIN DESCRIBED PROPERTY

WHEREAS it was determined that a violation of Chapter 1.36 of the National City Municipal Code did exist, and

WHEREAS such violation was ordered abated, and

WHEREAS representatives of the National City Fire Department abated the violation(s) on 4/4/2022, and

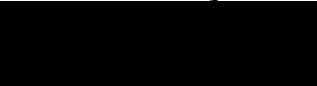
WHEREAS the charge for such abatement amounted to \$698.00;

THEREFORE be it known that an abatement obligation exists on the property regardless of owner until paid. The current owner of the property is Kennedy Family Trust at 3928 Palm Dr, Bonita, CA 91902 described as follows:

APN # 556 104 18 00
ADDRESS: 333 National City Blvd
LEGAL DESCRIPTION: Lot 1 Tr 34

This abatement obligation shall attach to the property, not the owner, and may not be extinguished by a tax sale under the California Revenue and Taxation Code Section 3712. After confirmation by the City Council shall become a special assessment on the property tax bill. If not paid pursuant to State Law and State Tax Lien Law, the property may be sold to satisfy that obligation. The amount of such claim shall be plus interest and other costs which may hereafter become due. This filing does not preclude the filing of legal action for collection. Should such actions be required or determined to be appropriate, reasonable legal fees will be incurred and added to said obligation.

DATED: April 27, 2022

BY: 
Ken Osborn, Fire Prevention Services, Inc.,
Designee for National City Fire Department

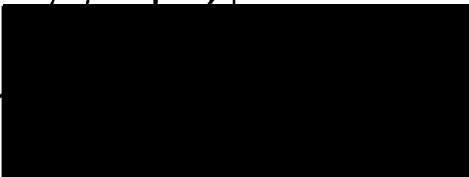
Certificate Of Acknowledgement

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 April 27, 2022 before me, R Thrasher, Notary Public, personally appeared Ken Osborn, 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.



(Seal)

SUMMARY REPORT FOR APN 556-214-10-00

11/15/22 Initial inspection was made, property was found to be in violation.

12/08/22 Mailed 30 day courtesy notice to the owner.

01/09/23 Re-inspection was made, property was found to be in violation.

01/09/23 Posted property.

01/09/23 Verified ownership information with County of San Diego.

01/09/23 Mailed 10 day final notice to the owner, certified mail.

01/24/23 Final inspection was made, property was found to be in violation.

02/08/23 Work order authorization signed by District Official admin fee only.

02/09/23 The owner was mailed an Administrative bill at the contracted rates.

02/14/23 Certified notice returned "unable to forward".

02/27/23 The owner was mailed a final bill.

03/27/23 A Notice of Abatement was filed on the property.

05/26/23 The list of Fixed Charge Special Assessments [EXHIBIT "A"] and the City Clerk's "NOTICE OF PUBLIC CONFIRMATION OF COSTS HEARING" was served upon the property owner by means of Regular Mail, Certified Mail and Posting upon the property.



City of National City Fire Department

National City Municipal Code 9.12.010 and or 912.020



FIRE PREVENTION SERVICES INC.
Fire Prevention Services Inc., is a contracted agent for the
City of National City

Owner: AYALA, NATALIE ANALY
365 El Loro St
CHULA VISTA, CA 91911

Date: 12/08/2022

Case #: NC-22-153

Parcel Number: 5562141000

Location: 332 E 5Th St, NATIONAL CITY, CA, 91950

Why am I receiving this notification?

This notice is to inform you that weeds and or other material on your property violate the City of National City Municipal Code and constitute a public nuisance under National City Municipal section 9.12.101 and/or 912.020. You are receiving this notice because the most recent San Diego County property records show that you are the owner of the identified parcel (parcel number can be found above your name on this notice). If you do not own this property and have received this notice in error, please call Fire Prevention Services as soon as possible: 619-562-1058 ext. 304 or go to <http://fireprevention.net>. You may also contact the City of National City directly at (619) 336-4550.

- A. All weeds or dry grasses over (4") in height.
- B. Weeds which bear seeds of downy or wingy nature
- C. Sagebrush, chaparral, and other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent property
- D. Weeds which are noxious or dangerous
- E. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public
- F. Dry grass, stubble, brush, litter or other flammable material which endangers the public safety by creating a fire hazard in a portion a portion of the city which has been zoned for single and multiple residence purposes.

Instruction for Abatement

Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)

What do I need to do?

Within (30) days from the date on this notice, you must remove the vegetation or waste matter which is creating a nuisance. The work required to remove the fire hazard is described above. You may also go to the Fire Prevention Services website for additional information. If you have read the information on the Fire Prevention Services website and read the abatement instructions included with this Notice, but you remain unclear about what to do, please contact Fire Prevention Services or the National City Fire Department immediately. The City and Fire Prevention Services can work with you to establish a work plan and to adjust deadlines in consideration of the property-specific conditions

What happens if I do not clear my property within 30 days?

If you do not voluntarily clear the nuisance from your property within (30) days, you will be sent a final Notice, providing (10) days to abate the nuisance before the City initiates forced abatement procedures. If the City completes or causes another to complete the required work, you will be responsible for the cost incurred per City of National City Municipal Code section/s 9.12.010 and/or 912.020

Appeal Process

Within (10) days from the date of posting, mailing or personal service of the required notice the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 619-562-1058

Si usted tiene alguna pregunta, por favor llame al numero: 619-562-1058

Sa anumang katanungan, tumawag lang po sa numerong ito: 619-562-1058

Sincerely yours in public safety,



619-562-1058 ext. 307 or <http://fireprevention.net>

Fire Prevention Services***

**You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice.

The appeal shall be in writing and filed with the City Clerk. (NCCM 1.36.050)

***Fire Prevention Services, Inc. is under contract with the City of National City.

Photo	Details
	<p>Title: Initial</p> <p>Date: Dec 08, 2022 11:28</p> <p>Uploaded by: Michael Horkos</p>
	<p>Title: Initial</p> <p>Date: Dec 08, 2022 11:28</p> <p>Uploaded by: Michael Horkos</p>
	<p>Title: Initial</p> <p>Date: Dec 08, 2022 11:28</p> <p>Uploaded by: Michael Horkos</p>

rev. 03/27/06, 04/24/06, 06/21/06, 3/15/2022

National City Municipal Code 1.36.010 Public Nuisance Defined

"Public Nuisance" means any condition defined or declared to be a public nuisance in any section of this code, and/or and condition caused, maintained or permitted to exist which constitutes a threat to the public's health, safety and welfare or which significantly obstructs, injures or interferes with the reasonable of free use of property in a neighborhood, community or to any considerable number of persons. A public nuisance also has the same meaning as set forth in California Civil Code Section 3479.

National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 619-562-1058

Si usted tiene alguna pregunta, por favor llame al numero: 619-562-1058

Sa anumang katanungan, tumawag lang po sa numerong ito: 619-562-1058

Sincerely yours in public safety,

619-562-1058 ext. 307 or <http://fireprevention.net>

Fire Prevention Services***

**You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice.

The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050)

***Fire Prevention Services, Inc. is under contract with the City of National City.

rev. 03/27/06, 04/24/06, 06/21/06, 3/1/2022


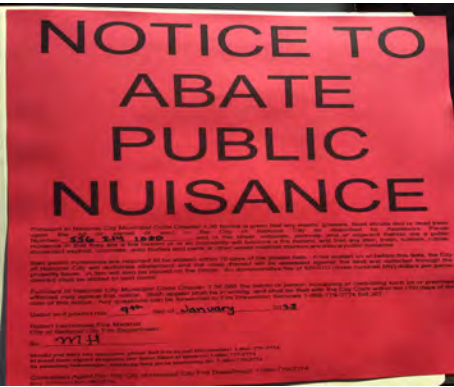

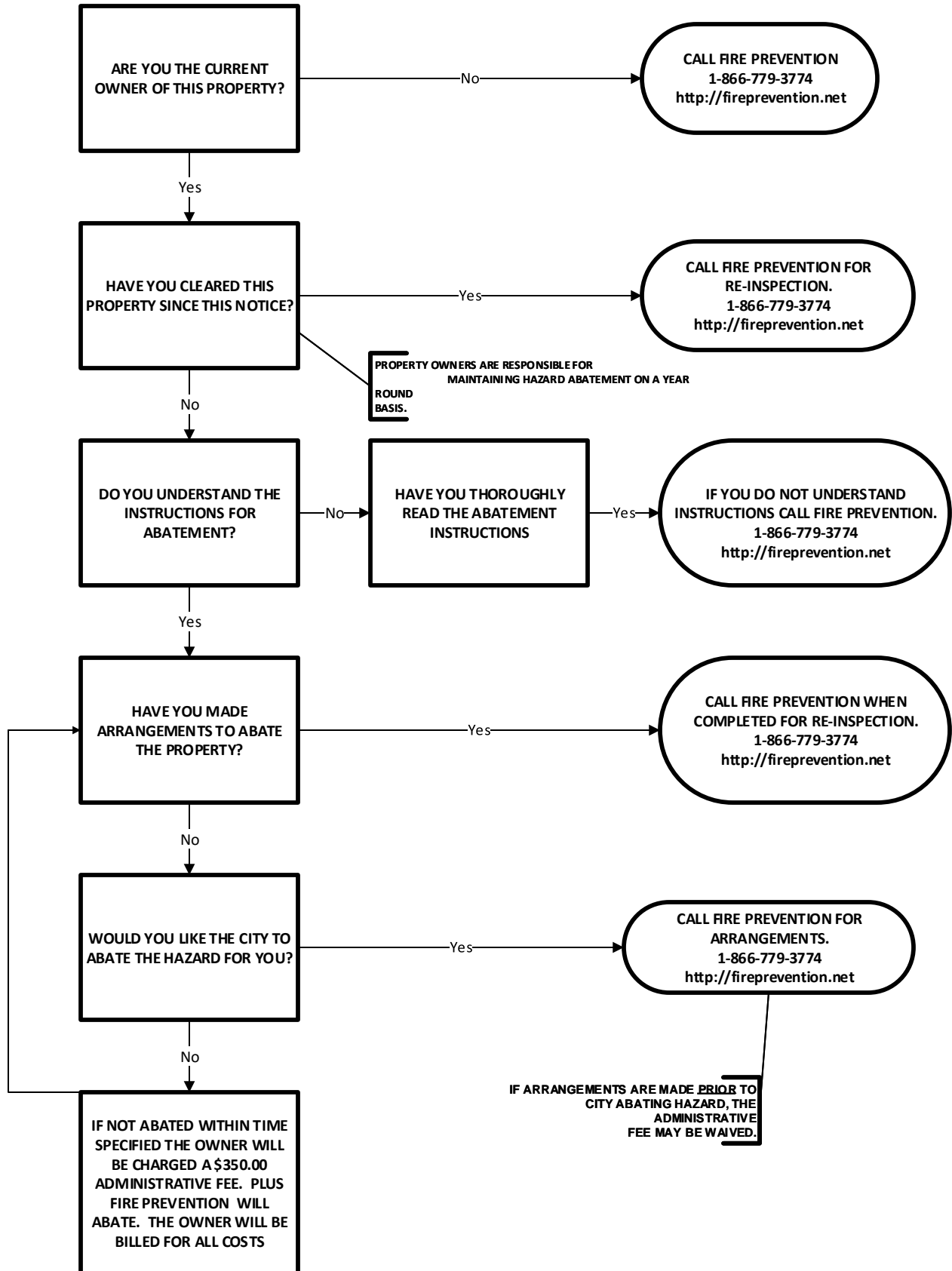
Photo	Details
	<p>Title: Posting Page</p> <p>Date: Jan 09, 2023 14:16</p> <p>Uploaded by: Michael Horkos</p>
	<p>Title: Posting Page</p> <p>Date: Jan 09, 2023 14:16</p> <p>Uploaded by: Michael Horkos</p>
	

Photo	Details
	<p>Title: Re inspection</p> <p>Date: Jan 09, 2023 14:16</p> <p>Uploaded by: Michael Horkos</p>
	<p>Title: Reinspection</p> <p>Date: Jan 09, 2023 14:16</p> <p>Uploaded by: Michael Horkos</p>
	<p>Title: Reinspection</p> <p>Date: Jan 09, 2023 14:16</p> <p>Uploaded by: Michael Horkos</p>

NATIONAL CITY FIRE DEPARTMENT

COMMON QUESTIONS AND ANSWERS



CITY OF NATIONAL CITY

SCHEDULE OF FEES

1.	<u>Tractor Mowing</u>		
	A.	per parcel, sized 1 to 7,500 square feet	\$250.00
	B.	per parcel, sized 7,501 to 15,000 square feet	\$325.00
	C.	per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00
	D.	per parcel, sized 30,001 square feet to one acre	\$450.00
	E.	Per square foot over one acre	\$ 00.02
2.	<u>Hand Labor</u>		
	A.	per square foot of area abated	\$ 00.10
3.	<u>Dozer Operation</u>		
	A.	hourly rate	\$150.00
	B.	move-on fee	\$150.00
4.	<u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)		
	A.	per cubic yard of material prior to chipping, and or compacting	\$ 38.00
	B.	dump fees	(reimbursement of cost)
5.	<u>Administrative Fee</u> (failure to comply with final notice)		
	A.	per parcel	\$350.00
6.	<u>Attorney Services</u>		
	A.	per parcel, per hour	\$200.00
7.	<u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)		
	A.	Cost confirmations fee, per parcel	\$275.00
8.	<u>Miscellaneous Fees</u>		
	A.	special inspection fee	\$ 50.00
	B.	abatement lien	\$ 50.00C.In-
		terest on lien (apr)	10%
	D.	release of abatement lien	\$ 50.00
	E.	public notary	\$ 20.00
	F.	File duplication fee	\$ 50.00
	G.	Unscheduled Labor per man hour	\$ 50.00
	H.	unscheduled fees	(reimbursement of cost)

HAZARD REDUCTION AND CLEARANCE STANDARDS FOR
THE CITY OF NATIONAL CITY

- 1) All trash, rubbish, debris, cuttings and or combustible materials must be removed from the property and properly disposed of.
- 2) Properties 2 (two) acre and less- Clear the entire property of all weeds, dead vegetation, and debris. Also all rubbish and discarded combustible material must be removed from the property.
- 3) Mature trees must be trimmed to six (6) feet above the ground.
- 4) Remove all vegetation existing within 10 feet of a chimney.
- 5) Vacant properties over 2 acres-Fifty (50) feet break at the property lines abutting the improved properties. Distance shall be measured in a horizontal plane.
- 6) Improved properties over 2 (two) acres-One hundred (100) feet at the top of hill (inclines).
- 7) Roadways and or driveways shall be cleared to at least the width of the roadway plus ten (10) feet on each side, and to a height of thirteen and one-half (13 1/2')feet above the road surface.

CITY OF NATIONAL CITY FIRE DEPARTMENT
1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596
FINAL NOTICE TO ABATE PUBLIC NUISANCE

Owner: AYALA, NATALIE ANALY
365 El Loro St
CHULA VISTA, CA 91911
Case #: NC-22-153

Date: 01/09/2023

Parcel Number: 5562141000

Location of Public Nuisance: **332 E 5Th St, National City, CA, 91950**

Instructions for Abatement: **Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within ten (10) days of 01/09/2023**. **Your failure to comply with this order will result in the City having your property cleaned by the City's contractor at **your** expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

"NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

National City Municipal Code 9.12.010 Public Nuisance Declared--In General

Any of the following conditions are hereby declared to constitute a public nuisance:

- A. When the Fire Chief or his/her designee determines that there exists in any building or on any premises combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors or windows that reasonably tend to interfere with the operations of the fire department or the egress of the occupants of such building or premises; or finds that the effectiveness of any exit door, attic separation or any fire separation wall is reduced; or finds that any provision of the Uniform Fire Code is being violated.
- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

National City Municipal Code 9.12.020 Public Nuisance Declared--Weeds and Other Flammable Materials

All weeds, growing or located upon streets, sidewalks or private property are hereby declared to be a public nuisance. For the purposes of this chapter, "weeds" shall include the following:

- A. Weeds which bear seeds of a downy or wingy nature.
- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace the the public health.
- E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.



Final Inspection 01/24/23



Final Inspection 01/24/23



Final Inspection 01/24/23

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fees as appropriate)

- Return Receipt (hardcopy) \$ _____
- Return Receipt (electronic) \$ _____
- Certified Mail Restricted Delivery \$ _____
- Adult Signature Required \$ _____
- Adult Signature Restricted Delivery \$ _____

Postage

\$

Total Postage and Fees

\$

Sent To

Ayala, Natalie Analy

Street and Apt. No. or PO Box No.

365 Ellersport

City, State, ZIP+4

Chula Vista, CA 91911



NC-22-153

Page 534 of 844

7020 0640 0002 0682 3255

CERTIFIED MAIL

Fire Prevention Se
P. O. Box 1720
El Cajon, CA 92022-17

NL 2/11/23



7020 0640 0002 0682 3255

IMPORTANT
WEED & HAZARD
ABATEMENT NOTICE
INSIDE

NET POSTAGE
\$7.82⁰
WE POSTAGE
FIRST-CLASS
92022-1720
EL CAJON, CA 92022



NL
2/11

RECEIVED
FEB 14 2023

Owner: AYALA, NATALIE ANALY
365 El Loro St
CHULA VISTA, CA 91911
Case #: NC-22-153

WIXIE 911 OF 2 2022-17
RETURN TO SENDER
INSUFFICIENT ADDRESS
NEARBY TO FORWARD
92022-1720 92022-1720

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

NC-22-153

YALA, NATALIE ANALY
365 EL LORO ST.
CHULA VISTA, CA. 91911



9590 9402 7084 1251 6117 09

2. Article Number (Transfer from service label)

7020 0640 0002 0682 3255

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Agent Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | |

Priority Mail
 Registered Mail Restricted Delivery
 (500)

Domestic Return Receipt

CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: National City, CA 91950-4596

WORK ORDER AUTHORIZATION

Authorization # NC-22-153

Owner: AYALA, NATALIE ANALY

Address: AYALA, NATALIE ANALY
365 El Loro St
CHULA VISTA, CA 91911

ADMIN ONLY

Parcel #5562141000

Job location: 332 E 5th St, National City, CA, 91950

Authorized by: EDDIE SANCHEZ

Signature: 

Date: 02-08-23

WHEN SIGNED THIS DOCUMENT ALLOWS RIGHT OF PASSAGE ONTO PRIVATE PROPERTY FOR THE PURPOSE OF FIRE HAZARD / PUBLIC NUISANCE REDUCTION OR REMOVAL.

METHOD OF CLEARING

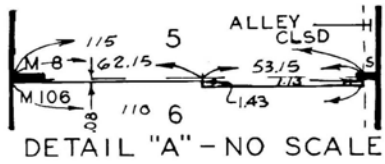
Circle One: Entire Parcel Fire Break	
Hand Cutting: _____ sq. ft.	Hauling: _____ cu. yds.
Tractor Mowing: _____ sq. ft.	Discing: _____ sq. ft.

CREW INFORMATION

Crew	Date
Name: _____	
Name: _____	
Name: _____	
Name: _____	
Name: _____	

Notes: Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)

06



556-21

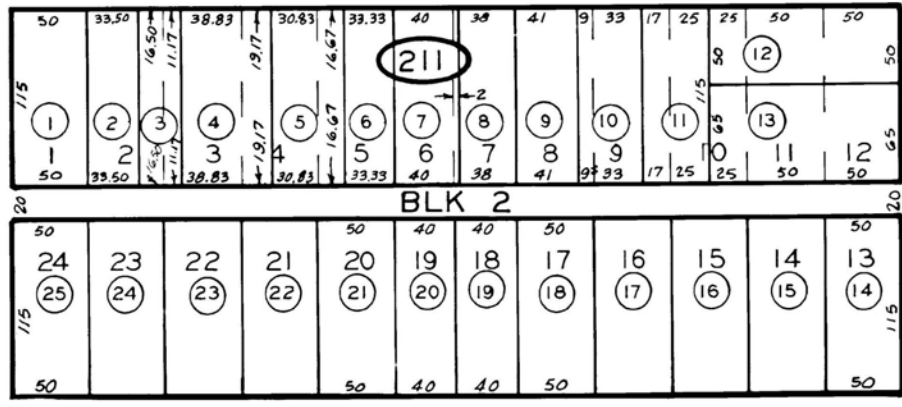
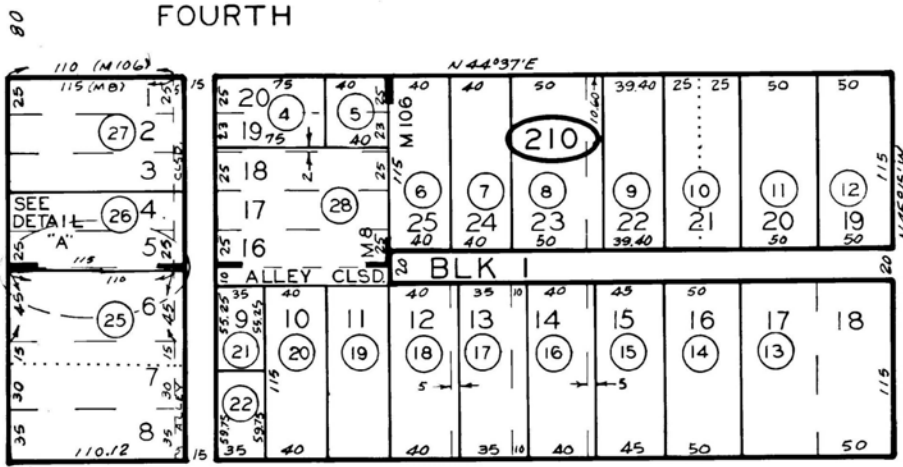
1"=100'



556-210
-220
-270
-281 & 282

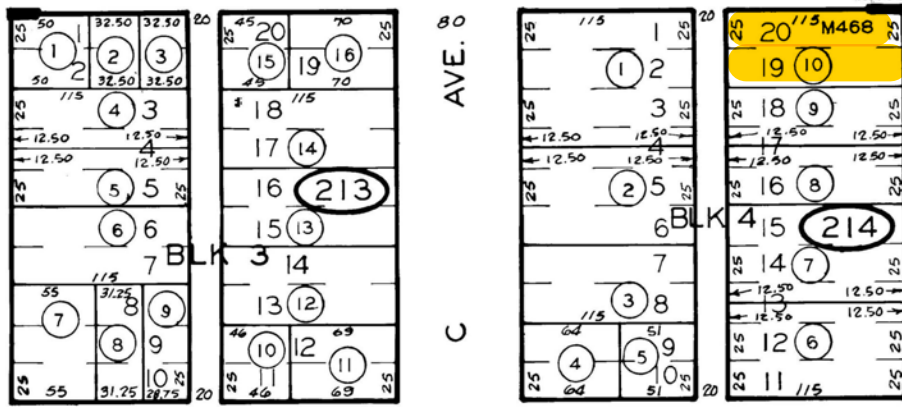
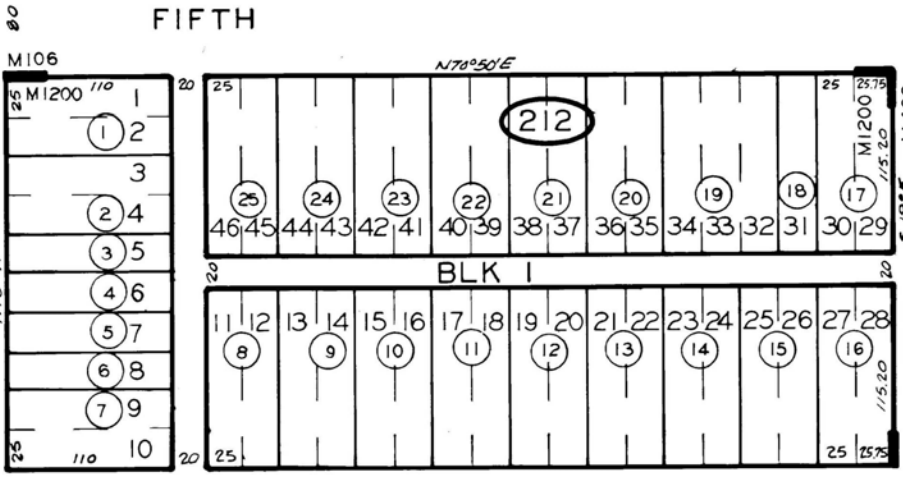
555
4

NATIONAL CITY (NATIONAL AVE) BLVD



1-9-92 CG

CHANGES				
BLK	OLD	NEW	YR	CUT
211	220-VAR	1-25		
212	270-VAR	1-25		
213	281-VAR	1-16		
214	282-VAR	1-10	85	10006



6-22-82 ddo

SAN DIEGO COUNTY
ASSESSOR'S MAP
BOOK 556 PAGE 21
MAPPED FOR ASSESSMENT PURPOSES ONLY

33

MAP 1200-FLEMING'S SUB
MAP 468-O'CONNELLS SUB
MAP 106-KIMBALLS PLAT
MAP 8-MORRISONS SUB. OF POR OF NATIONAL RANCH
ROS 13498

Fire Prevention Services, Inc.
P.O. Box 1720 : El Cajon, CA 92022-1720
(619) 562-1058 : fax (619) 445-6336
<http://fireprevention.net>

ADMINISTRATIVE BILL

Case #NC-22-153 APN: 5562141000
AYALA, NATALIE ANALY
365 El Loro St
CHULA VISTA, CA 91911

Date: 02/09/2023

Location: 332 E 5Th St, National City, CA, 91950

Dear AYALA, NATALIE ANALY,

Fire Prevention Services has been contracted by the City of National City to help reduce potential fire hazards / public nuisances, thus improving the safety of its citizens.

Your property was re-inspected and found to still be in violation of the National City Municipal Code Chapter 1.36. As stated in the notice, if the violation is not corrected prior to the deadline you will be charged an administrative fee.

A final inspection was performed on the above referenced parcel, as of 02/09/2023 this parcel is in compliance with the National City Municipal Code Chapter 1.36.

Due to the abatement not being completed by the deadline, you are being charged the administrative fee. Thus far your bill is \$350.00 and if paid within fifteen (15) days of this notice no further costs will be incurred by you.

Please make check payable to **F.P.S.I.** and please include the Case #**NC-22-153** on the check.

If you have any questions please call us direct at **(619) 562-1058**.

Sincerely,

Fire Prevention Services, Inc.
<http://fireprevention.net>

rev.05/19/06, rev. 11/18/21, rev. 3/1/2022

Fire Prevention Services, Inc.
P.O. Box 1720 : El Cajon, CA 92022-1720
(619) 562-1058 : fax (619) 445-6336
<http://fireprevention.net>

FINAL BILL

Case #NC-22-153 APN: 5562141000
AYALA, NATALIE ANALY
365 El Loro St
CHULA VISTA, CA 91911

02/27/2023

Location: 332 E 5Th St, National City, CA, 91950

Dear AYALA, NATALIE ANALY,

You have failed to pay the bill dated , to date we have not received payment.

If we do not receive payment within 10 days in the amount of \$350.00 we will be forced to bring appropriate action to collect these monies.

The further action will include the filing of an abatement lien on the property in question, as well as the forwarding to our collection agency. Under state and local law the costs of these actions will be added to the amount referenced above.

To avoid this action, please pay now.

Make check payable to **F.P.S.I.** and please include the Case #**NC-22-153** on the check.

If you have any questions please call us direct at **(619) 562-1058**.

Sincerely,

Fire Prevention Services, Inc.
<http://fireprevention.net>

rev.11/11/2021, rev. 3/1/2022

RECORDING REQUESTED BY
Fire Prevention Services, Inc.
PO Box 1720
111 Camino, CA 92022-0720
(619) 445-6336 Fax: (619) 445-6336

UNRECORDED RECORDS RECEIVED
Fire Prevention Services, Inc.
PO Box 1720
111 Camino, CA 92022-0720

For Payoff / Demand please submit to: payoff@fireprevention.net or fax 619-445-6336

NOTICE OF ABATEMENT

**TO THE CURRENT OWNER OF RECORD AND ANY FUTURE OWNERS/PURCHASERS OF THE
HEREIN DESCRIBED PROPERTY**

WHEREAS it was determined that a violation of National City Municipal Code Chapter 1.36 did exist, and

WHEREAS such violation was ordered abated, and

WHEREAS representatives of the City of National City abated the violation (s), and

WHEREAS the charge for such abatement amounted to \$420.00;

THEREFORE be it known that an abatement obligation exists on the property regardless of owner until paid. The current owner
the property is AYALA, NATALIE ANAI Var 365 El Loro St, CHULA VISTA, CA, 91911 described as follows:

APN = 5562141000 CASE # NC-22-153
ADDRESS: 332 E 5Th St, National City, CA, 91950
LEGAL DESCRIPTION: LOT:19,20 BLK:4 CITY:NATIONAL CITY SUBD:J D OCONNELLS SUBDIVISION TR#:468 T
468 BLK 4th LOTS 19 & 20th MAP REF:000468

This abatement obligation shall attach to the property, not the owner, and may not be extinguished by a tax sale under the California
Revenue and Taxation Code Section 3712. After confirmation by the City it may become a special assessment on the property tax
bill. If not paid pursuant to State Law and State Tax Lien Law, the property may be sold to satisfy that obligation. The amount of
claim shall be \$420.00 plus interest and other costs which may hereafter become due. This filing does not preclude the filing of legal
action for collection. Should such actions be required or determined to be appropriate, reasonable legal fees will be incurred and a
to said obligation.

DATED: 03/27/2023

BY: 
Ken Osborn, Fire Prevention Services, Inc.,
Designee for City of National City

Certificate Of Acknowledgment

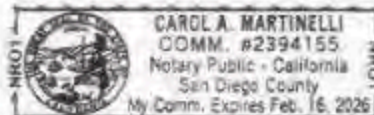
Notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truth,
accuracy, or validity of that document.

State of California)
County of San Diego)

On 03/27/2023 before me, Carol A. Martinelli, Notary Public, personally appeared Ken Osborn, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/it
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.



(Seal)

SUMMARY REPORT FOR APN 557-071-01-00

03/10/22 Initial inspection was made, property was found to be in violation.

03/10/22 Mailed 30 day courtesy notice to the owner.

04/15/22 Re-inspection was made, property was found to be in violation.

04/15/22 Posted property.

04/15/22 Mailed 10 day final notice to the owner, certified mail.

04/26/22 Verified ownership information with County of San Diego.

04/26/22 Final inspection was made, property was found to be in violation.

04/28/22 Work order authorization signed by District Official, admin fee only.

04/28/22 The owner was mailed an Administrative bill at the contracted rates.

06/08/22 The owner was mailed a final bill.

06/14/22 Certified notice returned "unable to forward".

06/22/22 A Notice of Abatement was filed on the property.

05/26/23 The list of Fixed Charge Special Assessments [EXHIBIT "A"] and the City Clerk's "NOTICE OF PUBLIC CONFIRMATION OF COSTS HEARING" was served upon the property owner by means of Regular Mail, Certified Mail and Posting upon the property.

CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596

NOTICE TO ABATE PUBLIC NUISANCE

Owner: Berdeja Alfredo

Parcel Number: 557 071 01 00

Address: 2204 E 4th St

Date: 3/10/2022

National City, CA 91950

COPY

Location of Public Nuisance: 2204 E 4th St

Instructions for Abatement: **Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within thirty (30) days of 3/10/2022**. **Your failure to comply with this order will result in the City having your property cleaned by the City's contractor at **your** expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) feet from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

"NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

National City Municipal Code 9.12.010 Public Nuisance Declared--In General

Any of the following conditions are hereby declared to constitute a public nuisance:

- A. When the Fire Chief or his/her designee determines that there exists in any building or on any premises combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors or windows that reasonably tend to interfere with the operations of the fire department or the egress of the occupants of such building or premises; or finds that the effectiveness of any exit door, attic separation or any fire separation wall is reduced; or finds that any provision of the Uniform Fire Code is being violated.
- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

National City Municipal Code 9.12.020 Public Nuisance Declared--Weeds and Other Flammable Materials

All weeds, growing or located upon streets, sidewalks or private property are hereby declared to be a public nuisance. For the purposes of this chapter, "weeds" shall include the following:

- A. Weeds which bear seeds of a downy or wingy nature.
- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health.
- E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.

National City Municipal Code 1.36.010 Public Nuisance Defined

"Public Nuisance" means any condition defined or declared to be a public nuisance in any section of this code, and/or any condition caused, maintained or permitted to exist which constitutes a threat to the public's health, safety and welfare or which significantly obstructs, injures or interferes with the reasonable use of property in a neighborhood, community or to any considerable number of persons. A public nuisance also has the same meaning as set forth in California Civil Code Section 3479.

National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 1-866-779-3774

Si usted tiene alguna pregunta, por favor llame al numero: 1-866-779-3774

Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

Sincerely yours in public safety,

1-866-779-3774 ext. 307 or <http://fireprevention.net>

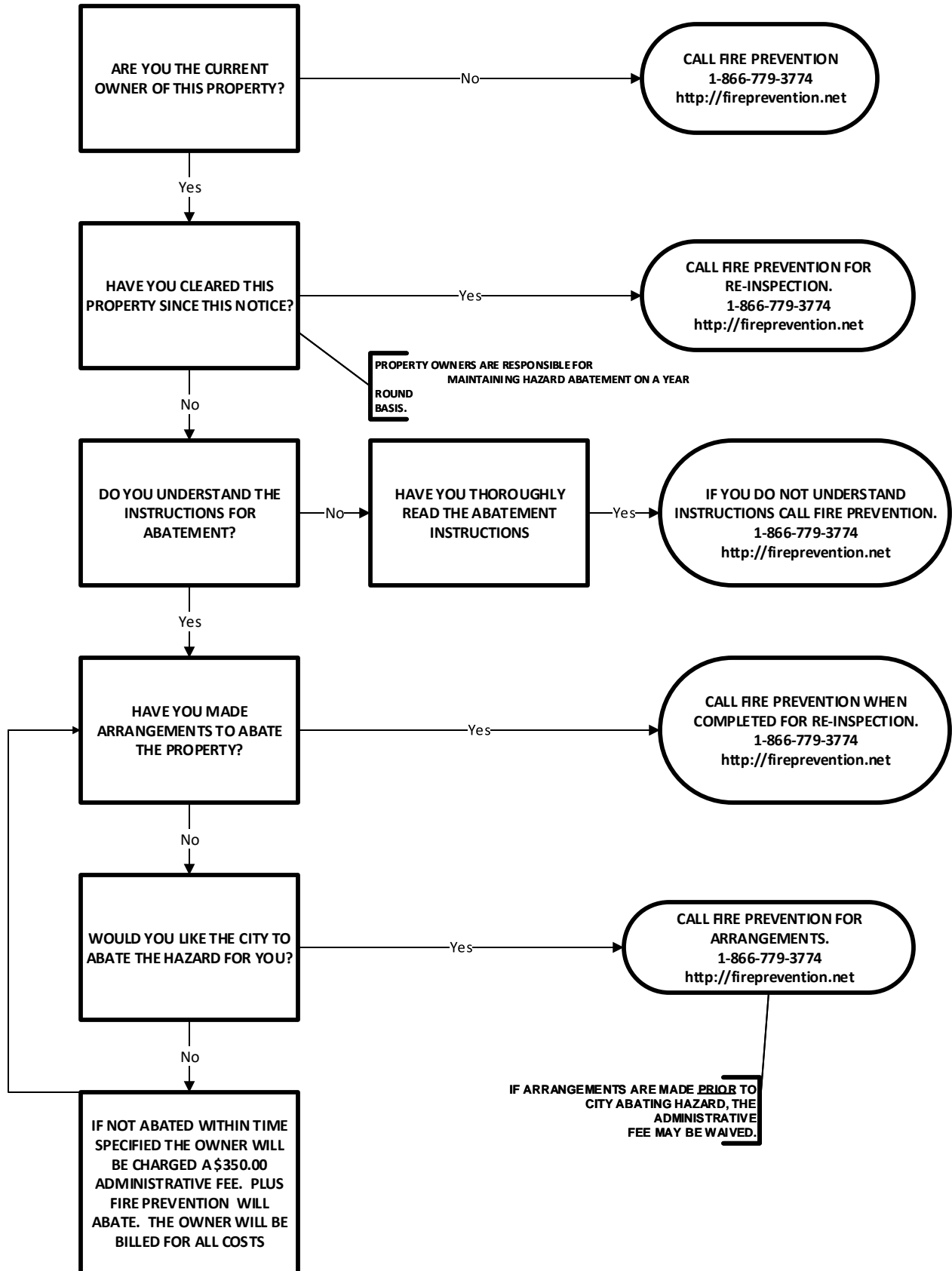
**You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice.

The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050)

***Fire Prevention Services, Inc. is under contract with the City of National City

NATIONAL CITY FIRE DEPARTMENT

COMMON QUESTIONS AND ANSWERS



CITY OF NATIONAL CITY

SCHEDULE OF FEES

1.	<u>Tractor Mowing</u>		
	A.	per parcel, sized 1 to 7,500 square feet	\$250.00
	B.	per parcel, sized 7,501 to 15,000 square feet	\$325.00
	C.	per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00
	D.	per parcel, sized 30,001 square feet to one acre	\$450.00
	E.	Per square foot over one acre	\$ 00.02
2.	<u>Hand Labor</u>		
	A.	per square foot of area abated	\$ 00.10
3.	<u>Dozer Operation</u>		
	A.	hourly rate	\$150.00
	B.	move-on fee	\$150.00
4.	<u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)		
	A.	per cubic yard of material prior to chipping, and or compacting	\$ 38.00
	B.	dump fees	(reimbursement of cost)
5.	<u>Administrative Fee</u> (failure to comply with final notice)		
	A.	per parcel	\$350.00
6.	<u>Attorney Services</u>		
	A.	per parcel, per hour	\$200.00
7.	<u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)		
	A.	Cost confirmations fee, per parcel	\$275.00
8.	<u>Miscellaneous Fees</u>		
	A.	special inspection fee	\$ 50.00
	B.	abatement lien	\$ 50.00C.In-
		terest on lien (apr)	10%
	D.	release of abatement lien	\$ 50.00
	E.	public notary	\$ 20.00
	F.	File duplication fee	\$ 50.00
	G.	Unscheduled Labor per man hour	\$ 50.00
	H.	unscheduled fees	(reimbursement of cost)

HAZARD REDUCTION AND CLEARANCE STANDARDS FOR
THE CITY OF NATIONAL CITY

- 1) All trash, rubbish, debris, cuttings and or combustible materials must be removed from the property and properly disposed of.
- 2) Properties 2 (two) acre and less- Clear the entire property of all weeds, dead vegetation, and debris. Also all rubbish and discarded combustible material must be removed from the property.
- 3) Mature trees must be trimmed to six (6) feet above the ground.
- 4) Remove all vegetation existing within 10 feet of a chimney.
- 5) Vacant properties over 2 acres-Fifty (50) feet break at the property lines abutting the improved properties. Distance shall be measured in a horizontal plane.
- 6) Improved properties over 2 (two) acres-One hundred (100) feet at the top of hill (inclines).
- 7) Roadways and or driveways shall be cleared to at least the width of the roadway plus ten (10) feet on each side, and to a height of thirteen and one-half (13 1/2')feet above the road surface.

**NOTICE TO
ABATE
PUBLIC
NUISANCE**

NOTICE TO ABATE PUBLIC NUISANCE
This notice is being posted to inform you that a public nuisance exists on the property located at [Address] and that the nuisance is being abated. The nuisance is [Description of Nuisance]. The abatement is being performed by [Name of Abator]. The abatement is being performed on [Date]. The abatement is being performed in accordance with the provisions of [Code Section].

Re-Inspection 04/15/22



Re-Inspection 04/15/22



Re-Inspection 04/15/22



Re-Inspection 04/15/22



Re-Inspection 04/15/22

CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd : NATIONAL CITY, CA. 91950-4596

FINAL NOTICE TO ABATE PUBLIC NUISANCE

Owner: Berdeja Alfredo

Parcel Number: 557 071 01 00

Address: 2204 E 4th St

Date: 4/15/2022

National City, CA 91950

COPY

Location of Public Nuisance: 2204 E 4th St

Instructions for Abatement: **Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within ten (10) days of 4/15/2022**. **Your failure to comply with this order will result in you being charged the administrative fee and the City having your property cleaned by the City's contractor at your expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

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- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

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- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health.
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If you should have any questions, please feel free to call this number: 1-866-779-3774

Si usted tiene alguna pregunta, por favor llame al numero: 1-866-779-3774

Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

Sincerely yours in public safety,

notice. 1-866-779-3774 ext. 307 or <http://fireprevention.net>

**You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice. The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050)

***Fire Prevention Services is under contract with the City of National City.

Fire Prevention Services***



Final Inspection 04/26/22



Final Inspection 04/26/22



Final Inspection 04/26/22



Final Inspection 04/26/22



Inspection 04/28/22



Inspection 04/28/22



Inspection 04/28/22



Inspection 04/28/22

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com™

National City, CA 91950

Certified Mail Fee

\$3.75

Extra Services & Fees (check box, add fee as indicated)

- | | | |
|--|----|--------|
| <input type="checkbox"/> Return Receipt (hardcopy) | \$ | \$0.00 |
| <input type="checkbox"/> Return Receipt (electronic) | \$ | \$0.00 |
| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ | \$0.00 |
| <input type="checkbox"/> Adult Signature Required | \$ | \$0.00 |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ | \$0.00 |

Postage

\$0.58

Total Fee

\$4.33

Sent To

557 071 01 00

Street/An

Berdeja Alfredo

City, State

2204 E 4th St

National City CA 91950



04/15/2022

NC

Page 568 of 844

7020 0640 0002 0687 8299

CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596

WORK ORDER AUTHORIZATION

Authorization # 7779

Owner: Berdeja Alfredo
Address: 2204 E 4th St
National City, CA 91950

ADMIN ONLY

Parcel #557 071 01 00 Job location:2204 E 4th St

Authorized by: R. DREW

Signature:  _____

Date: 4-28-22

WHEN SIGNED THIS DOCUMENT ALLOWS RIGHT OF PASSAGE ONTO PRIVATE PROPERTY FOR THE PURPOSE OF FIRE VIOLATION / PUBLIC NUISANCE REDUCTION OR REMOVAL.

METHOD OF CLEARING

	Entire Parcel	Fire Break
Hand Cutting:	_____ sq. ft.	Removal: _____ cu. yds.
Tractor Mowing:	_____ sq. ft.	Discing: _____ sq. ft.

CREW INFORMATION

<u>Crew</u>	<u>Date</u>
Type: _____	_____
Type: _____	_____
Type: _____	_____
Type: _____	_____

Notes: Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)



1" = 100'

12/12/2008 JGD

Drawn 8-1-95 By RAG From 557-07

CHANGES

BLK: PRIOR APN NEW APN YR. OUT. NO.

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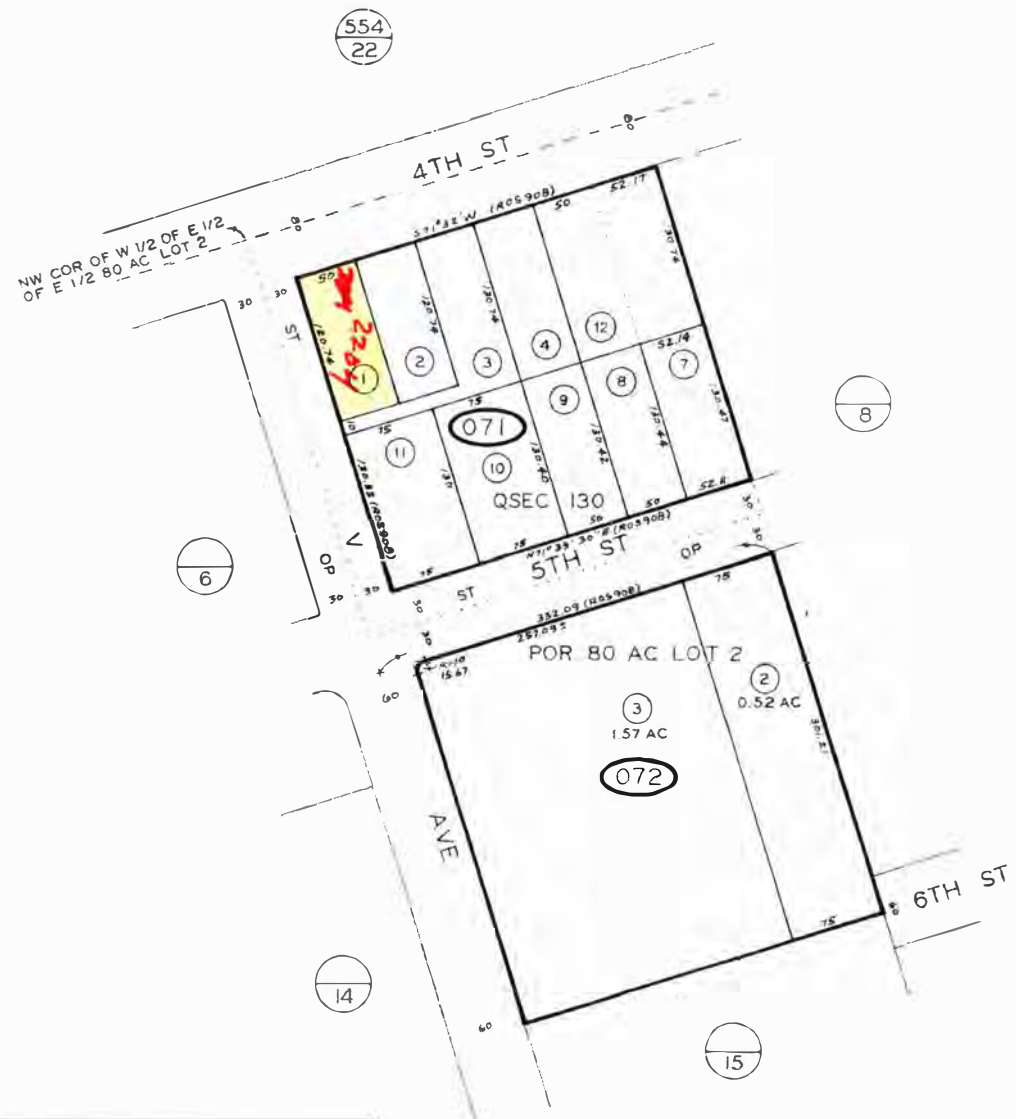
096 566 12 19 1878

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098 566 12 19 1878

099 566 12 19 1878

100 566 12 19 1878



THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

MAP 166 - RHO DE LA NACION - POR ROS 908, 960

Fire Prevention Services, Inc.

P.O. Box 1720 : El Cajon, CA 92022-1720

(619) 562-1058 : fax (619) 445-6336

<http://fireprevention.net>

ADMINISTRATIVE BILL

4/28/2022

COPY

Berdeja Alfredo
2204 E 4th St
National City, CA 91950

Parcel # 557 071 01 00
Location: 2204 E 4th St

Dear Berdeja Alfredo,

Fire Prevention Services has been contracted by the City of National City to help reduce potential fire violations thus improving the safety of its citizens.

Your property was re-inspected on 4/26/2022 and found to still be in violation of the National City Municipal Code Chapter 1.36. As stated in the notice, if the violation is not corrected prior to the deadline you will be charged an administrative fee.

A final inspection was performed on the above referenced parcel, as of 4/28/2022 this parcel is in compliance with the National City Municipal Code Chapter 1.36.

Due to the abatement not being completed by the deadline, you are being charged the administrative fee. Thus far your bill is \$ 350 and if paid within fifteen (15) days of this notice no further costs will be incurred by you.

Please make check payable to F.P.S.I. and please include the File # 557 071 01 00 on the check.

If you have any questions please call us direct at **(619) 562-1058**.

Sincerely,

Fire Prevention Services, Inc.
rev.05/19/06

NATIONAL CITY SCHEDULE OF FEES

<u>Tractor Mowing</u>		quantity	sub total
A. per parcel, sized 1 to 7,500 square feet	\$250.00	_____	_____
B. per parcel, sized 7,501 to 15,000 square feet	\$325.00	_____	_____
C. per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00	_____	_____
D. per parcel, sized 30,001 square feet to one acre	\$450.00	_____	_____
E. per square foot over one acre	\$00.02	_____ sq. ft.	_____

<u>Hand Labor</u>			
A. per square foot of area abated	\$0.10	_____ sq. Ft.	_____

COPY

<u>Dozer Operation</u>			
A. hourly rate	\$150.00	_____	_____
B. move-on fee	\$150.00	_____	_____

<u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)			
A. per cubic yard of material prior to chipping, and or compacting	\$38.00	X _____ cu.yds =	_____
B. dump fees	(reimbursement of cost)	_____	_____

<u>Administrative Fee</u> (failure to comply by deadline of notice)			
A. per parcel	\$350.00	<u>1</u>	<u>\$350.00</u>

<u>Attorney Services</u>			
A. per parcel, per hour	\$200.00	_____	_____

<u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)			
A. cost confirmation fee, per parcel	\$275.00	_____	_____

<u>Miscellaneous Fees Per Parcel</u>			
A. special inspection fee	\$50.00	_____	_____
B. abatement lien	\$50.00	_____	_____
C. Interest on lien (apr)	10%	_____	_____
D. release of abatement lien	\$50.00	_____	_____
E. public notary	\$20.00	_____	_____
F. file duplication fee	\$50.00	_____	_____
G. unscheduled Labor per man hour	\$50.00	_____	_____
H. unscheduled fees	(reimbursement of cost)	_____	_____

FILE # 7779 APN #557-071-01-00 **TOTAL** \$ 350.00

Fire Prevention Services, Inc.

P.O. Box 1720 : El Cajon, CA 92022-1720

(619) 562-1058 : fax (619) 445-6336

<http://fireprevention.net>

Final Bill

6/8/2022

COPY

Berdeja Alfredo
2204 E 4th St
National City, CA 91950

Ref: Parcel # 557 071 01 00

Dear Berdeja Alfredo,

This is a reminder of the letter we sent you on 4/28/2022 and we have not received payment in the amount of \$350.00

If we do not receive payment within 10 days we will be required to seek appropriate action to collect these monies.

This action may include filing an abatement lien on your property and forwarding this bill to our collection agency. Under state and local law, costs for such action will be added to your total amount. Please tender a check to us immediately to avoid any further action.

Make your check payable to **Fire Prevention Services, Inc.**, and include the Parcel # 557 071 01 00 on the check.

Should you need to discuss this matter you may contact us at **(619) 562-1058**.

Sincerely,

Fire Prevention Services, Inc.
rev.05/19/06



Jun 28, 2022 12:00 PM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$0.00 (SB2 Atkins: \$0.00)

PAGES: 2

Recording Requested by (name):

Fire Prevention Services

When recorded mail to:

Fire Prevention Services

PO Box 1720

El Cajon, CA 92022-1720

Recorder's Use Only

NOTICE OF ABATEMENT

Title of Document

Commencing January 1, 2018, and except as provided in paragraph (2) GC 27388.1, in addition to any other recording fees specified in this code, a fee of seventy-five dollars (\$75) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225). "Real estate instrument, paper, or notice" means a document relating to real property, including, but not limited to, the following: deed, grant deed, trustee's deed, deed of trust, reconveyance, quit claim deed, fictitious deed of trust, assignment of deed of trust, request for notice of default, abstract of judgment, subordination agreement, declaration of homestead, abandonment of homestead, notice of default, release or discharge, easement, notice of trustee sale, notice of completion, UCC financing statement, mechanic's lien, maps, and covenants, conditions, and restrictions. Pursuant to GC section 27388.1 (2) the fee described in paragraph (1) shall not be imposed on any of the following documents:

Reason for Exemption:

- Any real estate instrument, paper, or notice recorded in connection with a transfer subject to the imposition of a documentary transfer tax as defined in Section 11911 of the Revenue and Taxation Code.
Any real estate instrument, paper, or notice recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier.
Any real estate instrument, paper, or notice executed or recorded by the federal government in accordance with the Uniform Federal Lien Registration Act (Title 7(commencing with Section 2100) of Part 4 of the Code of Civil Procedure).
Any real estate instrument, paper, or notice executed or recorded by the state or any county, municipality, or other political subdivision of the state.
Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225.00 reached.
Exempt from fee per GC 27388.1 (a) (1); not related to real property.

I hereby declare under Penalty of Perjury that the information provided above is true and correct.

Executed this 23rd day of June, 2022 at El Cajon, CA

Ken Osborn

PRINT NAME

SIGNATURE

COMPLETE Documentary Transfer Tax Declaration ONLY when document is transferring title.

Documentary Transfer Tax: \$ If exempt, enter R&T code:

- Computed on full value of the property conveyed.
Computed on full value less liens & encumbrances remaining thereon at time of sale.
Unincorporated Area City of

Signature of declarant or agent determining tax

RECORDING REQUESTED BY

Fire Prevention Services, Inc.
PO Box 1720
El Cajon, CA 92022-1720
(619) 562-1058 fax (619) 445-6336

AND WHEN RECORDED MAIL TO

Fire Prevention Services, Inc.
PO Box 1720
El Cajon, CA 92022-1720

For Payoff / Demand please submit to: payoff@fireprevention.net or fax 619-445-6336

NOTICE OF ABATEMENT

**TO THE CURRENT OWNER OF RECORD AND ANY FUTURE OWNERS/PURCHASERS OF THE
HEREIN DESCRIBED PROPERTY**

WHEREAS it was determined that a violation of Chapter 1.36 of the National City Municipal Code did exist, and

WHEREAS such violation was ordered abated, and

WHEREAS representatives of the National City Fire Department abated the violation(s) on 4/28/2022, and

WHEREAS the charge for such abatement amounted to \$420.00;

THEREFORE be it known that an abatement obligation exists on the property regardless of owner until paid. The current owner of the property is Berdeja Alfredo at 2204 E 4th St, National City, CA 91950 described as follows:

APN # 557 071 01 00
ADDRESS: 2204 E 4th St
LEGAL DESCRIPTION: Por Lot 2 1/4 Sec 130 Tr 166

This abatement obligation shall attach to the property, not the owner, and may not be extinguished by a tax sale under the California Revenue and Taxation Code Section 3712. After confirmation by the City Council shall become a special assessment on the property tax bill. If not paid pursuant to State Law and State Tax Lien Law, the property may be sold to satisfy that obligation. The amount of such claim shall be plus interest and other costs which may hereafter become due. This filing does not preclude the filing of legal action for collection. Should such actions be required or determined to be appropriate, reasonable legal fees will be incurred and added to said obligation.

DATED: June 22, 2022



Ken Osborn, Fire Prevention Services, Inc.,
Designee for National City Fire Department

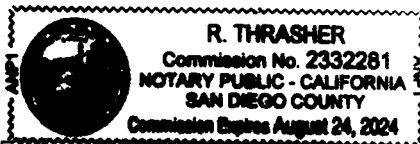
Certificate Of Acknowledgement

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 June 22, 2022 before me, R Thrasher, Notary Public, personally appeared Ken Osborn, 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.



(Seal)

SUMMARY REPORT FOR APN 558-240-05-00

10/28/22 Initial inspection was made, property was found to be in violation.

10/31/22 Mailed 30 day courtesy notice to the owner.

12/05/22 Re-inspection was made, property was found to be in violation.

12/05/22 Posted property.

12/06/22 Mailed 10 day final notice to the owner, certified mail.

12/19/22 Final inspection was made, property was found to be in violation.

12/05/22 Verified ownership information with County of San Diego.

12/28/22 Certified notice returned "unclaimed".

01/05/23 Work order authorization signed by District Official.

01/09/23 F.P.S.I. crews abated the property.

01/12/23 The owner was mailed a bill at the contracted rates.

01/30/23 The owner was mailed a final bill.

03/27/23 A Notice of Abatement was filed on the property.

05/26/23 The list of Fixed Charge Special Assessments [EXHIBIT "A"] and the City Clerk's "NOTICE OF PUBLIC CONFIRMATION OF COSTS HEARING" was served upon the property owner by means of Regular Mail, Certified Mail and Posting upon the property.



City of National City Fire Department

National City Municipal Code 9.12.010 and or 912.020



FIRE PREVENTION SERVICES INC.
Fire Prevention Services Inc., is a contracted agent for the
City of National City

Owner: LUCY, GENE A
1930 Valle Vista Ave
NATIONAL CITY, CA 91950

Date: 10/31/2022

Case #: NC-22-130

Parcel Number: 5582400500

Location: 1930 Valle Vista Ave, NATIONAL CITY, CA, 91950

Why am I receiving this notification?

This notice is to inform you that weeds and or other material on your property violate the City of National City Municipal Code and constitute a public nuisance under National City Municipal section 9.12.101 and/or 912.020. You are receiving this notice because the most recent San Diego County property records show that you are the owner of the identified parcel (parcel number can be found above your name on this notice). If you do not own this property and have received this notice in error, please call Fire Prevention Services as soon as possible: 619-562-1058 ext. 304 or go to <http://fireprevention.net>. You may also contact the City of National City directly at (619) 336-4550.

- A. All weeds or dry grasses over (4") in height.
- B. Weeds which bear seeds of downy or wingy nature
- C. Sagebrush, chaparral, and other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent property
- D. Weeds which are noxious or dangerous
- E. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public
- F. Dry grass, stubble, brush, litter or other flammable material which endangers the public safety by creating a fire hazard in a portion a portion of the city which has been zoned for single and multiple residence purposes.

Instruction for Abatement

Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)

What do I need to do?

Within (30) days from the date on this notice, you must remove the vegetation or waste matter which is creating a nuisance. The work required to remove the fire hazard is described above. You may also go to the Fire Prevention Services website for additional information. If you have read the information on the Fire Prevention Services website and read the abatement instructions included with this Notice, but you remain unclear about what to do, please contact Fire Prevention Services or the National City Fire Department immediately. The City and Fire Prevention Services can work with you to establish a work plan and to adjust deadlines in consideration of the property-specific conditions

What happens if I do not clear my property within 30 days?

If you do not voluntarily clear the nuisance from your property within (30) days, you will be sent a final Notice, providing (10) days to abate the nuisance before the City initiates forced abatement procedures. If the City completes or causes another to complete the required work, you will be responsible for the cost incurred per City of National City Municipal Code section/s 9.12.010 and/or 912.020

Appeal Process

Within (10) days from the date of posting, mailing or personal service of the required notice the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 619-562-1058

Si usted tiene alguna pregunta, por favor llame al numero: 619-562-1058

Sa anumang katanungan, tumawag lang po sa numerong ito: 619-562-1058

Sincerely yours in public safety,

619-562-1058 ext. 307 or <http://fireprevention.net>

Fire Prevention Services***

***You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice.

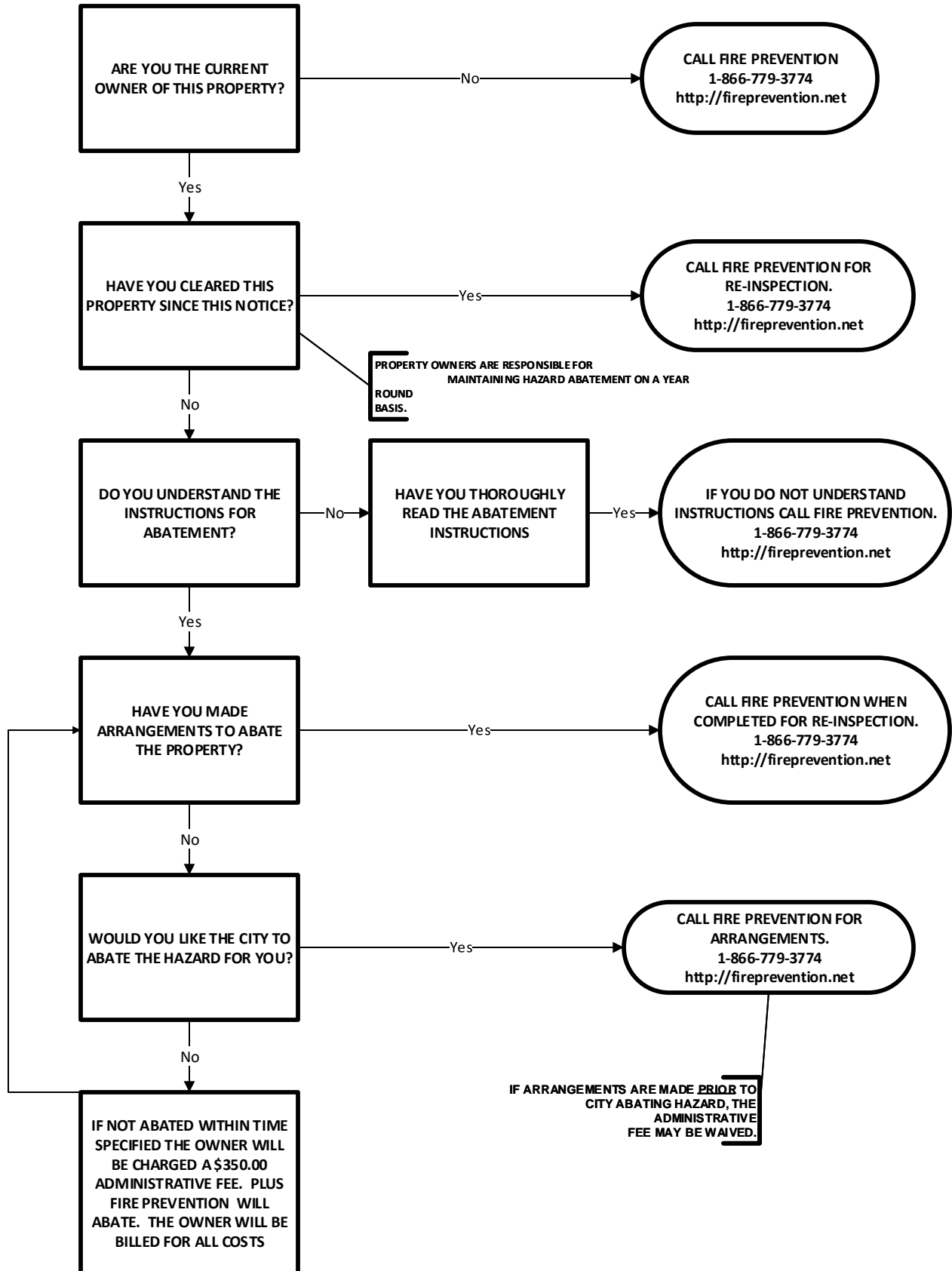
The appeal shall be in writing and filed with the City Clerk. (NCCM 1.36.050)

***Fire Prevention Services, Inc. is under contract with the City of National City.

Photo	Details
	<p>Title: Initial Date: Oct 28, 2022 13:54 Uploaded by: Michael Horkos</p>
	<p>Title: Initial Date: Oct 28, 2022 13:54 Uploaded by: Michael Horkos</p>
	<p>Title: Initial Date: Oct 28, 2022 13:54 Uploaded by: Michael Horkos</p>
	<p>Title: Initial Date: Oct 28, 2022 13:54 Uploaded by: Michael Horkos</p>

NATIONAL CITY FIRE DEPARTMENT

COMMON QUESTIONS AND ANSWERS



CITY OF NATIONAL CITY

SCHEDULE OF FEES

1.	<u>Tractor Mowing</u>		
	A.	per parcel, sized 1 to 7,500 square feet	\$250.00
	B.	per parcel, sized 7,501 to 15,000 square feet	\$325.00
	C.	per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00
	D.	per parcel, sized 30,001 square feet to one acre	\$450.00
	E.	Per square foot over one acre	\$ 00.02
2.	<u>Hand Labor</u>		
	A.	per square foot of area abated	\$ 00.10
3.	<u>Dozer Operation</u>		
	A.	hourly rate	\$150.00
	B.	move-on fee	\$150.00
4.	<u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)		
	A.	per cubic yard of material prior to chipping, and or compacting	\$ 38.00
	B.	dump fees	(reimbursement of cost)
5.	<u>Administrative Fee</u> (failure to comply with final notice)		
	A.	per parcel	\$350.00
6.	<u>Attorney Services</u>		
	A.	per parcel, per hour	\$200.00
7.	<u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)		
	A.	Cost confirmations fee, per parcel	\$275.00
8.	<u>Miscellaneous Fees</u>		
	A.	special inspection fee	\$ 50.00
	B.	abatement lien	\$ 50.00C.In-
		terest on lien (apr)	10%
	D.	release of abatement lien	\$ 50.00
	E.	public notary	\$ 20.00
	F.	File duplication fee	\$ 50.00
	G.	Unscheduled Labor per man hour	\$ 50.00
	H.	unscheduled fees	(reimbursement of cost)

HAZARD REDUCTION AND CLEARANCE STANDARDS FOR
THE CITY OF NATIONAL CITY

- 1) All trash, rubbish, debris, cuttings and or combustible materials must be removed from the property and properly disposed of.
- 2) Properties 2 (two) acre and less- Clear the entire property of all weeds, dead vegetation, and debris. Also all rubbish and discarded combustible material must be removed from the property.
- 3) Mature trees must be trimmed to six (6) feet above the ground.
- 4) Remove all vegetation existing within 10 feet of a chimney.
- 5) Vacant properties over 2 acres-Fifty (50) feet break at the property lines abutting the improved properties. Distance shall be measured in a horizontal plane.
- 6) Improved properties over 2 (two) acres-One hundred (100) feet at the top of hill (inclines).
- 7) Roadways and or driveways shall be cleared to at least the width of the roadway plus ten (10) feet on each side, and to a height of thirteen and one-half (13 1/2')feet above the road surface.

CITY OF NATIONAL CITY FIRE DEPARTMENT
1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596
FINAL NOTICE TO ABATE PUBLIC NUISANCE

Owner: LUCY, GENE A
1930 Valle Vista Ave
NATIONAL CITY, CA 91950
Case #: NC-22-130

Date: 12/06/2022

Parcel Number: 5582400500

Location of Public Nuisance: **1930 Valle Vista Ave, NATIONAL CITY, CA, 91950**

Instructions for Abatement: **Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within ten (10) days of 12/06/2022**. **Your failure to comply with this order will result in the City having your property cleaned by the City's contractor at **your** expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

"NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

National City Municipal Code 9.12.010 Public Nuisance Declared--In General

Any of the following conditions are hereby declared to constitute a public nuisance:

- A. When the Fire Chief or his/her designee determines that there exists in any building or on any premises combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors or windows that reasonably tend to interfere with the operations of the fire department or the egress of the occupants of such building or premises; or finds that the effectiveness of any exit door, attic separation or any fire separation wall is reduced; or finds that any provision of the Uniform Fire Code is being violated.
- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

National City Municipal Code 9.12.020 Public Nuisance Declared--Weeds and Other Flammable Materials

All weeds, growing or located upon streets, sidewalks or private property are hereby declared to be a public nuisance. For the purposes of this chapter, "weeds" shall include the following:

- A. Weeds which bear seeds of a downy or wingy nature.
- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace the the public health.
- E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.

National City Municipal Code 1.36.010 Public Nuisance Defined

"Public Nuisance" means any condition defined or declared to be a public nuisance in any section of this code, and/or and condition caused, maintained or permitted to exist which constitutes a threat to the public's health, safety and welfare or which significantly obstructs, injures or interferes with the reasonable of free use of property in a neighborhood, community or to any considerable number of persons. A public nuisance also has the same meaning as set forth in California Civil Code Section 3479.

National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 619-562-1058

Si usted tiene alguna pregunta, por favor llame al numero: 619-562-1058

Sa anumang katanungan, tumawag lang po sa numerong ito: 619-562-1058

Sincerely yours in public safety,

619-562-1058 ext. 307 or <http://fireprevention.net>

Fire Prevention Services***

**You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice.

The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050)

***Fire Prevention Services, Inc. is under contract with the City of National City.

rev. 03/27/06, 04/24/06, 06/21/06, 3/1/2022




Photo	Details
	<p>Title: Posting Page</p> <p>Date: Dec 05, 2022 11:00</p> <p>Uploaded by: Michael Horkos</p>
	<p>Title: Reinspection</p> <p>Date: Dec 05, 2022 11:00</p> <p>Uploaded by: Michael Horkos</p>
	

Photo	Details
	<p>Title: Reinspection Date: Dec 05, 2022 11:00 Uploaded by: Michael Horkos</p>
	<p>Title: Reinspection Date: Dec 05, 2022 11:00 Uploaded by: Michael Horkos</p>
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	<p>Title: Reinspection Date: Dec 05, 2022 11:00 Uploaded by: Michael Horkos</p>



Final Inspection 12/19/22



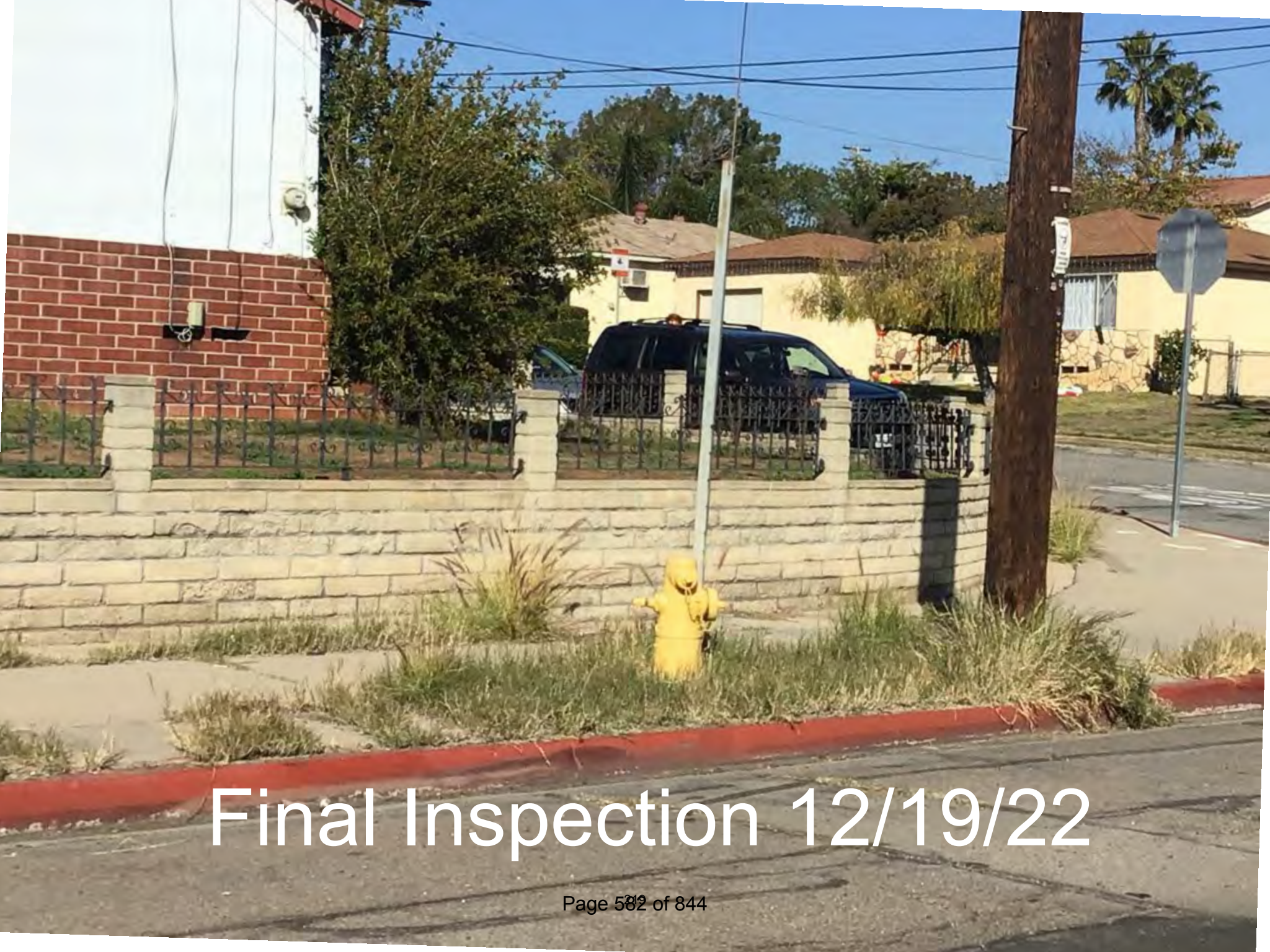
Final Inspection 12/19/22



Final Inspection 12/19/22



Final Inspection 12/19/22



Final Inspection 12/19/22



Final Inspection 12/19/22

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box; add fee as appropriate)

- Return Receipt (hardcopy) \$ _____
 Return Receipt (electronic) \$ _____
 Certified Mail Restricted Delivery \$ _____
 Adult Signature Required \$ _____
 Adult Signature Restricted Delivery \$ _____

Postage

\$

Total Postage and Fees

\$

Sent To

Lucy, Gene A.
Street and Apt. No., or PO Box No.

1930 Valle Vista Ave.
City, State, ZIP+4®

National City, OH 45424-9195



7021 2720 0000 5250 4511

Fire Prev
P. O. Box 17
El Cajon, C.



7021 2720 0000 5250 4511

IMPORTANT
WEED & HAZARD
ABATEMENT NOTICE
INSIDE

PRIME SOWES
\$7.82⁹
US POSTAGE
FIRST-CLASS
Redwood-Roseville
CA 95964
ZIP 95001
DEC 28 2022



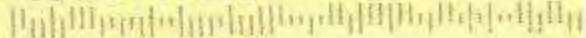
RECEIVED
DEC 28 2022

Owner: LUCY, GENE A
1930 Valle Vista Ave
NATIONAL CITY, CA 91950
Case #: NC-22-130

12-7

NIXIE 911 DE 1 0012/2
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 92022000101 *0852-02072-



CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: National City, CA 91950-4596

WORK ORDER AUTHORIZATION

Authorization # NC-22-130

Owner: LUCY, GENE A

Address: LUCY, GENE A
1930 Valle Vista Ave
NATIONAL CITY, CA 91950

Parcel #5582400500

Job location: 1930 Valle Vista Ave, national city, ca, 91950

Authorized by:

R. Drew

Signature

Date:

1-5-23

WHEN SIGNED THIS DOCUMENT ALLOWS RIGHT OF PASSAGE ONTO PRIVATE PROPERTY FOR THE PURPOSE OF FIRE HAZARD / PUBLIC NUISANCE REDUCTION OR REMOVAL.

METHOD OF CLEARING

	Circle One:	Entire Parcel	Fire Break	
Hand Cutting: _____ sq. ft.				Hauling: _____ cu. yds.
Tractor Mowing: _____ sq. ft.				Discing: _____ sq. ft.

CREW INFORMATION

Crew	Date
Name:	
Name:	
Name:	
Name:	
Name:	

Notes: Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)

Work space for diagrams and amount of work done

Hand Sq. Ft.: 4,280

Tractor Sq. Ft.: _____

Total Removal Cu. Yds.: _____

Dump ticket: _____

Dump Charge: _____



Jan 9, 2023 at 1:37:49 PM
+32.672919,-117.077492
170° S
1930 Valle Vista Ave
National City CA 91950
United States



Before 01/09/23

Jan 9, 2023 at 1:37:59 PM
+32.672919,-117.077492
211° SW
1930 Valle Vista Ave
National City CA 91950
United States



Before 01/09/23

Jan 9, 2023 at 1:38:07 PM
+32.672919,-117.077492
177° S
1930 Valle Vista Ave
National City CA 91950
United States



Before 01/09/23

Jan 9, 2023 at 1:38:19 PM
+32.672919,-117.077492
156° SE
1930 Valle Vista Ave
National City CA 91950
United States



Before 01/09/23

Jan 9, 2023 at 1:38:38 PM
+32.672824,-117.077476

238° SW
1930 Valle Vista Ave
National City, CA 91950
United States



Before 01/09/23

Jan 9, 2023 at 1:39:01 PM
+32.672686,-117.077612
296° NW
1930 Valle Vista Ave
National City CA 91950
United States



Before 01/09/23

Jan 9, 2023 at 1:39:11 PM
+32.672686,-117.077495
234° SW
1930 Valle Vista Ave
National City CA 91950
United States



E 18TH ST
E 18TH ST
E 18TH ST
Granger Junior High School
E 24TH ST
FENTON PL
GRANGER SW



Before 01/09/23

Jan 9, 2023 at 1:59:40 PM

+32.672992,-117.077485

159° S

1930 Valle Vista Ave

National City CA 91950

United States



After 01/09/23

Jan 9, 2023 at 1:59:52 PM

+32.672903,-117.077536

177° S

1930 Valle Vista Ave
National City CA 91950
United States



After 01/09/23

Jan 9, 2023 at 2:00:20 PM
+32.672903,-117.077536
168° S
1930 Valle Vista Ave
National City CA 91950
United States



After 01/09/23

Jan 9, 2023 at 2:00:39 PM

+32.672801 -117.077509

237° SW

1930 Valle Vista Ave

National City CA 91950

United States



After 01/09/23



Jan 9, 2023 at 2:00:52 PM
+32.672714,-117.077568
304° NW
1930 Valle Vista Ave
National City CA 91950
United States



After 01/09/23

Jan 9, 2023 at 2:04:09 PM
+32.672604,-117.077614
234° SW
2401-2499 E 20th St
National City CA 91950
United States



E 18TH ST
E 18TH ST
E 19TH ST
Granger Junior High School
GRANGER
E 24TH ST
NEWTON JIL

After 01/09/23



Jan 11, 2023 at 7:09:36 AM

+32.672981,-117.077563

318° NW

1908 Valle Vista Ave

National City CA 91950

United States



After 01/09/23



Fire Prevention Services, Inc.
P.O. Box 1720 : El Cajon, CA 92022-1720
(619) 562-1058 : fax (619) 445-6336
<http://fireprevention.net>

Case #NC-22-130 APN: 5582400500

01/12/2023

LUCY, GENE A
1930 Valle Vista Ave
NATIONAL CITY, CA 91950

Location: 1930 Valle Vista Ave, National City, CA, 91950

Dear LUCY, GENE A,

This letter is to inform you that the **Public Nuisance** on the above referenced property has been abated pursuant to prior Notice to Abate and order of the City of National City.

Fire Prevention Services has been contracted by the City of National City to help reduce Public Nuisances and potential fire violations thus improving the safety of its citizens.

The abatement of the Violation on your property was performed as mandated per National City Municipal Code Chapter 1.36. The charges thus far total \$778.00. You will incur no further costs if this amount is paid within fifteen (15) days of this notice.

Please make check payable to **F.P.S.I.** and please include the Case #**NC-22-130** on the check.

If you have any questions please call us direct at **(619) 562-1058**.

Sincerely,

Fire Prevention Services, Inc.
<http://fireprevention.net>

rev.3/1/2022

NATIONAL CITY SCHEDULE OF FEES

<u>Tractor Mowing</u>		<u>quantity</u>	<u>sub total</u>
A. per parcel, sized 1 to 7,500 square feet	\$250.00	_____	_____
B. per parcel, sized 7,501 to 15,000 square feet	\$325.00	_____	_____
C. per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00	_____	_____
D. per parcel, sized 30,001 square feet to one acre	\$450.00	_____	_____
E. per square foot over one acre	\$00.02	_____ sq. ft.	_____
 <u>Hand Labor</u>			
A. per square foot of area abated	\$0.10	4,280 sq. Ft.	428.00
 <u>Dozer Operation</u>			
A. hourly rate	\$150.00	_____	_____
B. move-on fee	\$150.00	_____	_____
 <u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)			
A. per cubic yard of material prior to chipping, and or compacting	\$38.00	x _____ cu.yds	_____
B. dump fees	(reimbursement of cost)	_____	_____
 <u>Administrative Fee</u> (failure to comply by deadline of notice)			
A. per parcel	\$350.00	1	\$350.00
 <u>Attorney Services</u>			
A. per parcel, per hour	\$200.00	_____	_____
 <u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)			
A. cost confirmation fee, per parcel	\$275.00	_____	_____
 <u>Miscellaneous Fees Per Parcel</u>			
A. special inspection fee	\$50.00	_____	_____
B. abatement lien	\$50.00	_____	_____
C. Interest on lien (apr)	10%	_____	_____
D. release of abatement lien	\$50.00	_____	_____
E. public notary	\$20.00	_____	_____
F. file duplication fee	\$50.00	_____	_____
G. unscheduled Labor per man hour	\$50.00	_____	_____
H. unscheduled fees	(reimbursement of cost)	_____	_____
 FILE # <u>NC-22-130</u>		APN # <u>558-240-05-00</u>	
		TOTAL	\$ 778.00

Fire Prevention Services, Inc.
P.O. Box 1720 : El Cajon, CA 92022-1720
(619) 562-1058 : fax (619) 445-6336
<http://fireprevention.net>

FINAL BILL

Case #NC-22-130 APN: 5582400500
LUCY, GENE A
1930 Valle Vista Ave
NATIONAL CITY, CA 91950

01/30/2023

Location: 1930 Valle Vista Ave, National City, CA, 91950

Dear LUCY, GENE A,

You have failed to pay the bill dated , to date we have not received payment.

If we do not receive payment within 10 days in the amount of \$778.00 we will be forced to bring appropriate action to collect these monies.

The further action will include the filing of an abatement lien on the property in question, as well as the forwarding to our collection agency. Under state and local law the costs of these actions will be added to the amount referenced above.

To avoid this action, please pay now.

Make check payable to **F.P.S.I.** and please include the Case #**NC-22-130** on the check.

If you have any questions please call us direct at **(619) 562-1058**.

Sincerely,

Fire Prevention Services, Inc.
<http://fireprevention.net>

rev.11/11/2021, rev. 3/1/2022

RECORDING REQUESTED BY
Fire Prevention Services, Inc.
PO Box 1720
Escondido, CA 92022-1720
(619) 562-1055 fax (619) 445-6336

AND WHEN RECORDED MAIL TO:
Fire Prevention Services, Inc.
PO Box 1720
Escondido, CA 92022-1720

For Payoff / Demand please submit to: payoff@fireprevention.net or fax 619-445-6336

NOTICE OF ABAITEMENT

**TO THE CURRENT OWNER OF RECORD AND ANY FUTURE OWNERS/PURCHASERS OF THE
HEREIN DESCRIBED PROPERTY**

WHEREAS it was determined that a violation of National City Municipal Code Chapter 1.36 did exist, and

WHEREAS such violation was ordered abated, and

WHEREAS representatives of the City of National City abated the violation (s), and

WHEREAS the charge for such abatement amounted to \$848.00;

THEREFORE be it known that an abatement obligation exists on the property regardless of owner until paid. The current owner of the property is LUCY, GENE Aat 1930 Valle Vista Ave, NATIONAL CITY, CA, 91950 described as follows:

APN # 5582400500 CASE # NC-22-130
ADDRESS: 1930 Valle Vista Ave, National City, CA, 91950
LEGAL DESCRIPTION: LOT:5 CITY:NATIONAL CITY SUBD:ANITA TERRACE TR#:3744 TR 3744 LOT 5th MAP
REF:003744

This abatement obligation shall attach to the property, not the owner, and may not be extinguished by a tax sale under the California Revenue and Taxation Code Section 3712. After confirmation by the City it may become a special assessment on the property tax bill. If not paid pursuant to State Law and State Tax Lien Law, the property may be sold to satisfy that obligation. The amount of such claim shall be \$848.00 plus interest and other costs which may hereafter become due. This filing does not preclude the filing of legal action for collection. Should such actions be required or determined to be appropriate, reasonable legal fees will be incurred and added to said obligation.

DATED: 03/27/2023

BY: 
Ken Osborn
Designee for City of National City

Certificate Of Acknowledgment

A notary public or other officer completing this certificate certifies that the individual who signed the document, to which this certificate is attached, and all the transactions, accurate, or validity of that document.

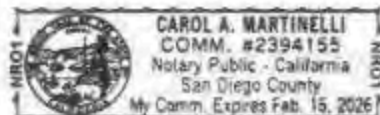
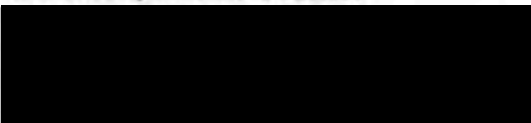
State of California)

County of San Diego)

On 03/27/2023 before me, Carol A. Martinelli, Notary Public, personally appeared Ken Osborn, 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.



(Seal)

SUMMARY REPORT FOR APN 558-320-21-00

03/24/22 Initial inspection was made, property was found to be in violation.

04/14/22 Mailed 30 day courtesy notice to the owner.

08/01/22 Re-inspection was made, property was found to be in violation.

08/01/22 Posted property.

08/01/22 Mailed 10 day final notice to the owner, certified mail.

09/14/22 Final inspection was made, property was found to be in violation.

09/21 /22 Work order authorization signed by District Official.

09/22/22 Verified ownership information with County of San Diego.

10/06/22 F.P.S.I. crews abated the property.

10/ 12/22 The owner was mailed a bill at the contracted rates.

11/15/22 The owner was mailed a final bill.

01/19/23 A Notice of Abatement was filed on the property.

05/26/23 The list of Fixed Charge Special Assessments [EXHIBIT "A"] and the City Clerk's "NOTICE OF PUBLIC CONFIRMATION OF COSTS HEARING" was served upon the property owner by means of Regular Mail, Certified Mail and Posting upon the property.

CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596

NOTICE TO ABATE PUBLIC NUISANCE

Owner: F T C Ventures Llc
Address: 11251 Rancho Carmel Dr #502413
San Diego, CA 92150

Parcel Number: 558 320 21 00
Date: 4/14/2022

Location of Public Nuisance: **Rachael Ave**

Instructions for Abatement: **Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within thirty (30) days of 4/14/2022**. **Your failure to comply with this order will result in the City having your property cleaned by the City's contractor at **your** expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

"NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

National City Municipal Code 9.12.010 Public Nuisance Declared--In General

Any of the following conditions are hereby declared to constitute a public nuisance:

- A. When the Fire Chief or his/her designee determines that there exists in any building or on any premises combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors or windows that reasonably tend to interfere with the operations of the fire department or the egress of the occupants of such building or premises; or finds that the effectiveness of any exit door, attic separation or any fire separation wall is reduced; or finds that any provision of the Uniform Fire Code is being violated.
- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

National City Municipal Code 9.12.020 Public Nuisance Declared--Weeds and Other Flammable Materials

All weeds, growing or located upon streets, sidewalks or private property are hereby declared to be a public nuisance. For the purposes of this chapter, "weeds" shall include the following:

- A. Weeds which bear seeds of a downy or wingy nature.
- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health.
- E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.

National City Municipal Code 1.36.010 Public Nuisance Defined

"Public Nuisance" means any condition defined or declared to be a public nuisance in any section of this code, and/or any condition caused, maintained or permitted to exist which constitutes a threat to the public's health, safety and welfare or which significantly obstructs, injures or interferes with the reasonable use of property in a neighborhood, community or to any considerable number of persons. A public nuisance also has the same meaning as set forth in California Civil Code Section 3479.

National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 1-866-779-3774
Si usted tiene alguna pregunta, por favor llame al numero: 1-866-779-3774
Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

Sincerely yours in public safety,

1-866-779-3774 ext. 307 or <http://fireprevention.net>

**You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice.
The appeal shall be filed with the City Clerk. (NCMC 1.36.050)
***Fire Prevention Services, Inc. is under contract with the City of National City

National City Municipal Code 1.36.010 Public Nuisance Defined

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Fire Prevention Services***

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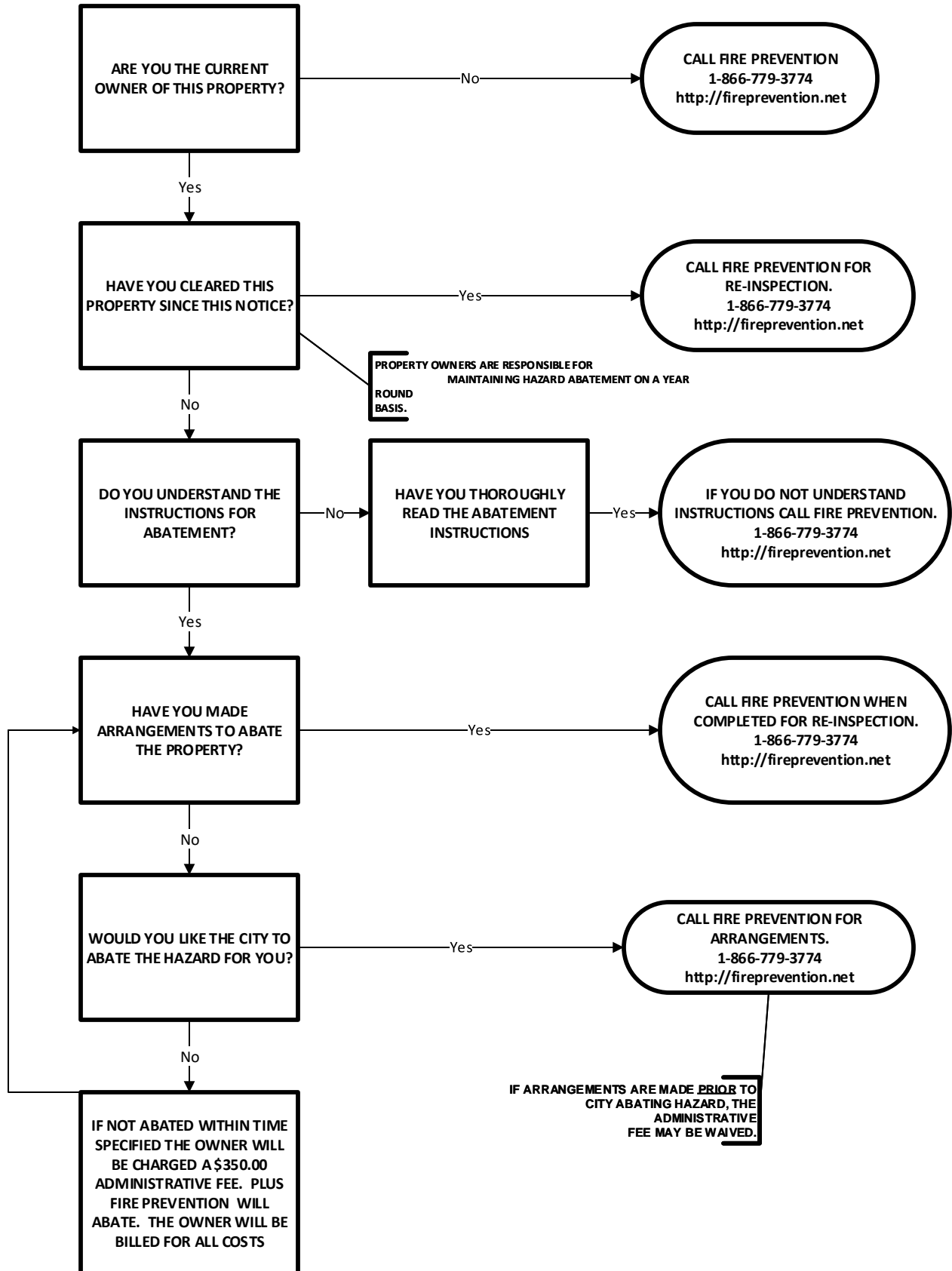
rev. 03/27/06, 04/24/06, 06/21/06, 3/1/2022

Photo	Details
	<p>Title: reinsp Date: Jul 12, 2022 09:59 Uploaded by: Gary George</p>
	<p>Title: reinsp Date: Jul 12, 2022 09:59 Uploaded by: Gary George</p>
	

Photo	Details
	<p>Title: reinsp</p> <p>Date: Jul 12, 2022 09:59</p> <p>Uploaded by: Gary George</p>
	<p>Title: reinsp</p> <p>Date: Jul 12, 2022 09:59</p> <p>Uploaded by: Gary George</p>

NATIONAL CITY FIRE DEPARTMENT

COMMON QUESTIONS AND ANSWERS



CITY OF NATIONAL CITY

SCHEDULE OF FEES

1.	<u>Tractor Mowing</u>		
	A.	per parcel, sized 1 to 7,500 square feet	\$250.00
	B.	per parcel, sized 7,501 to 15,000 square feet	\$325.00
	C.	per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00
	D.	per parcel, sized 30,001 square feet to one acre	\$450.00
	E.	Per square foot over one acre	\$ 00.02
2.	<u>Hand Labor</u>		
	A.	per square foot of area abated	\$ 00.10
3.	<u>Dozer Operation</u>		
	A.	hourly rate	\$150.00
	B.	move-on fee	\$150.00
4.	<u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)		
	A.	per cubic yard of material prior to chipping, and or compacting	\$ 38.00
	B.	dump fees	(reimbursement of cost)
5.	<u>Administrative Fee</u> (failure to comply with final notice)		
	A.	per parcel	\$350.00
6.	<u>Attorney Services</u>		
	A.	per parcel, per hour	\$200.00
7.	<u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)		
	A.	Cost confirmations fee, per parcel	\$275.00
8.	<u>Miscellaneous Fees</u>		
	A.	special inspection fee	\$ 50.00
	B.	abatement lien	\$ 50.00C.In-
		terest on lien (apr)	10%
	D.	release of abatement lien	\$ 50.00
	E.	public notary	\$ 20.00
	F.	File duplication fee	\$ 50.00
	G.	Unscheduled Labor per man hour	\$ 50.00
	H.	unscheduled fees	(reimbursement of cost)

HAZARD REDUCTION AND CLEARANCE STANDARDS FOR
THE CITY OF NATIONAL CITY

- 1) All trash, rubbish, debris, cuttings and or combustible materials must be removed from the property and properly disposed of.
- 2) Properties 2 (two) acre and less- Clear the entire property of all weeds, dead vegetation, and debris. Also all rubbish and discarded combustible material must be removed from the property.
- 3) Mature trees must be trimmed to six (6) feet above the ground.
- 4) Remove all vegetation existing within 10 feet of a chimney.
- 5) Vacant properties over 2 acres-Fifty (50) feet break at the property lines abutting the improved properties. Distance shall be measured in a horizontal plane.
- 6) Improved properties over 2 (two) acres-One hundred (100) feet at the top of hill (inclines).
- 7) Roadways and or driveways shall be cleared to at least the width of the roadway plus ten (10) feet on each side, and to a height of thirteen and one-half (13 1/2')feet above the road surface.

NOTICE TO
ABATE
PUBLIC
NUISANCE

899 320 2100

1 Aug 22

8

Re-Inspection 08/01/22



Re-Inspection 08/01/22



PRIVATE
PROPERTY
NO TRESPASSING

Re-Inspection 08/01/22

CITY OF NATIONAL CITY FIRE DEPARTMENT
1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596
FINAL NOTICE TO ABATE PUBLIC NUISANCE

Owner: F T C VENTURES LLC
11251 Rancho Carmel Dr # 50241
SAN DIEGO, CA 92150
Case #: NC-22-106

Date: 07/12/2022

Parcel Number: 5583202100

Location of Public Nuisance: **Rachael Ave, NATIONAL CITY, CA, 91950**

Instructions for Abatement: **Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within ten (10) days of 07/12/2022**. ****Your failure to comply with this order will result in the City having your property cleaned by the City's contractor at your expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.**

Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

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If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

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- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health.
- E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.



**PRIVATE
PROPERTY
NO TRESPASSING**

Final Inspection 09/14/22



Final Inspection 09/14/22



Final Inspection 09/14/22

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

- Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) \$ _____
 - Return Receipt (electronic) \$ _____
 - Certified Mail Restricted Delivery \$ _____
 - Adult Signature Required \$ _____
 - Adult Signature Restricted Delivery \$ _____

Postage

\$ _____

Total Postage and Fees

\$ _____

Send To

ITC Ventures LLC
Street and Apt. No., or P.O. Box No.
11251 Rancho Carmel Dr #5024
San Diego, CA 92150
City, State, ZIP+4®



NC-22-106

PS Form 3800, April 2015 PSN 7530-01-000-901

See Reverse for Instructions

7021 2720 0000 5249 6841

re Prevention Services

O. Box 1720

Cajon, CA 92022-1720

SAN DIEGO CA 920

13 OCT 2022 PM 3 L

FEDERAL EXPRESS
920470
US POSTAGE
FIRST-CLASS
9204704807229
920220042
ZIP 92010
OCT 12 2022



RECEIVED

OCT 24 2022

FTC VENTURES LLC

11251 Rattoho Carmel Dr # 50241

SAN DIEGO, CA 92150

NIXIE 911 FE 1 0010/19/22

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

Location: Rachael Ave, NATIONAL CITY, CA, 91950 Page 022 of 844

92022172020 *2104-61702-15-36

920221720
92150-8001



CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd., National City, CA 91950-4596

WORK ORDER AUTHORIZATION

Authorization # NC-22-106

Owner: F T C VENTURES LLC

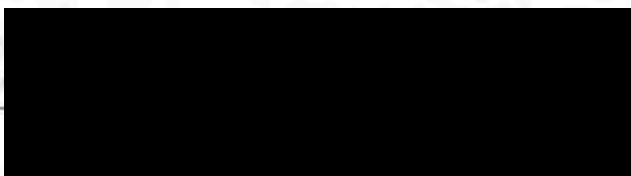
Address: F T C VENTURES LLC
11251 Rancho Carmel Dr # 50241
SAN DIEGO, CA 92150

same LTO 12/18/18 # 0517622

Parcel #5583202100

Job location: Rachael Ave, NATIONAL CITY, CA, 91950

Authorized by: EDUARDO SANCHEZ

Signature: 

Date: 09-21-22

WHEN SIGNED THIS DOCUMENT ALLOWS RIGHT OF PASSAGE ONTO PRIVATE PROPERTY FOR THE PURPOSE OF FIRE HAZARD / PUBLIC NUISANCE REDUCTION OR REMOVAL.

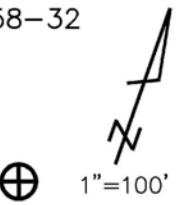
METHOD OF CLEARING

Circle One: Entire Parcel Fire Break	
Hand Cutting: _____ sq. ft.	Hauling: _____ cu. yds.
Tractor Mowing: _____ sq. ft.	Discing: _____ sq. ft.

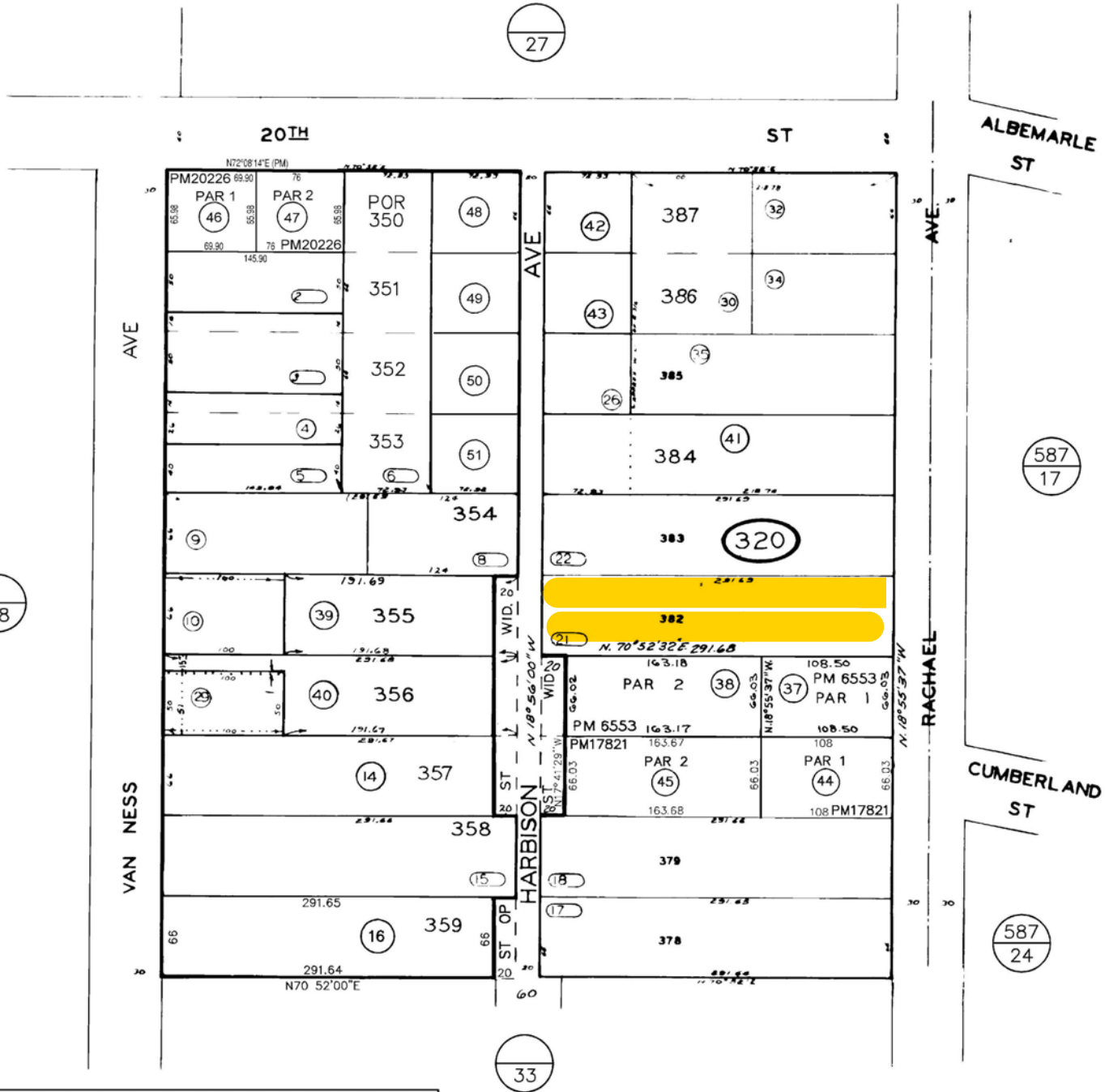
CREW INFORMATION

Crew	Date
Name: _____	
Name: _____	
Name: _____	
Name: _____	
Name: _____	

Notes: Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)



558-320



8/1/2007 AJR

CHANGES

BLK	OLD	NEW	YR	CUT	
320	33	35	36	73	3137
	20	21	78	4846	CANC
	20	37	78	2764	
	28	39	78	3121	
	39	40	79	3478	CANC
	25	36	41	83	3333
	27	42	90	1955	
	14	15	91	4641	
	19	19	92	4617	
	19	44	97	1877	
	16	16	04	4719	
	1	46	08	1533	
	7	48-51	08	1550	

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



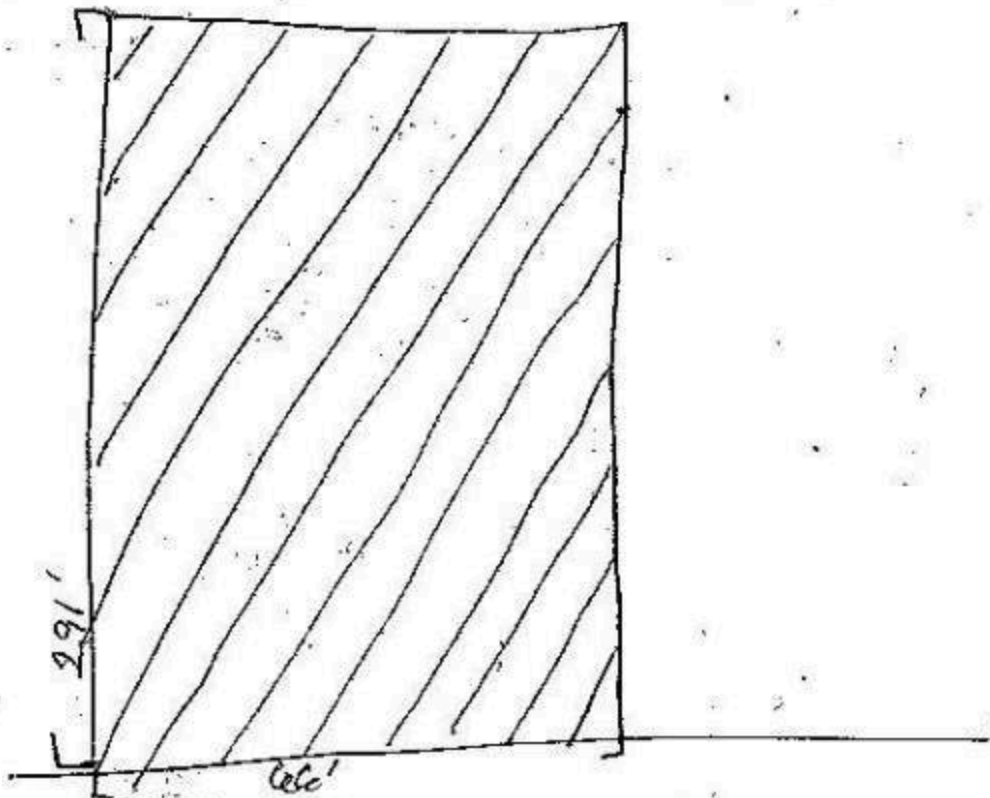
Hand Sq. Ft.: 19,206

Tractor Sq. Ft.: _____

Total Removal Cu. Yds.: _____

Dump ticket: _____

Dump Charge: _____



Rachael RD

Oct 6, 2022 at 11:48:57 AM
+32.673739,-117.069909
236° SW
2112 Rachael Ave
National City CA 91950
United States



Before 10/06/22



Oct 6, 2022 at 11:49:18 AM
+32.673650,-117.069884
240° SW
2120 Rachael Ave
National City CA 91950
United States



Before 10/06/22

Oct 6, 2022 at 12:55:19 PM
+32.673827,-117.069944
235° SW
2112 Rachael Ave
National City CA 91950
United States



After 10/06/22

Oct 6, 2022 at 12:55:36 PM
+32.673649,-117.069861
241° SW
2120 Rachael Ave
National City CA 91950
United States



After 10/06/22

Fire Prevention Services, Inc.
P.O. Box 1720 : El Cajon, CA 92022-1720
(619) 562-1058 : fax (619) 445-6336
<http://fireprevention.net>

Case #NC-22-106 APN: 5583202100
F T C VENTURES LLC
11251 Rancho Carmel Dr # 502413
SAN DIEGO, CA 92150

10/12/2022

Location: Rachael Ave, NATIONAL CITY, CA, 91950

Dear F T C VENTURES LLC,

This letter is to inform you that the **Public Nuisance** on the above referenced property has been abated pursuant to prior Notice to Abate and order of the City of National City.

Fire Prevention Services has been contracted by the City of National City to help reduce Public Nuisances and potential fire violations thus improving the safety of its citizens.

The abatement of the Violation on your property was performed as mandated per National City Municipal Code Chapter 1.36. The charges thus far total \$2270.60. You will incur no further costs if this amount is paid within fifteen (15) days of this notice.

Please make check payable to **F.P.S.I.** and please include the Case #**NC-22-106** on the check.

If you have any questions please call us direct at **(619) 562-1058**.

Sincerely,

Fire Prevention Services, Inc.
<http://fireprevention.net>

rev.3/1/2022

NATIONAL CITY SCHEDULE OF FEES

Tractor Mowing

		quantity	sub total
A. per parcel, sized 1 to 7,500 square feet	\$250.00	_____	_____
B. per parcel, sized 7,501 to 15,000 square feet	\$325.00	_____	_____
C. per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00	_____	_____
D. per parcel, sized 30,001 square feet to one acre	\$450.00	_____	_____
E. per square foot over one acre	\$00.02	_____ sq. ft.	_____

Hand Labor

A. per square foot of area abated	\$0.10	19,206 sq. Ft.	1,920.60
-----------------------------------	--------	----------------	----------

Dozer Operation

A. hourly rate	\$150.00	_____	_____
B. move-on fee	\$150.00	_____	_____

Debris Remediation (includes chipping, grinding, and/or shredding)

A. per cubic yard of material prior to chipping, and or compacting	\$38.00	X _____ cu.yds = _____	
B. dump fees	(reimbursement of cost)	_____	_____

Administrative Fee (failure to comply by deadline of notice)

A. per parcel	\$350.00	1 _____	\$350.00
---------------	----------	---------	----------

Attorney Services

A. per parcel, per hour	\$200.00	_____	_____
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Assessment Fees (includes preparing reports, attending hearings, etc.)

A. cost confirmation fee, per parcel	\$275.00	_____	_____
--------------------------------------	----------	-------	-------

Miscellaneous Fees Per Parcel

A. special inspection fee	\$50.00	_____	_____
B. abatement lien	\$50.00	_____	_____
C. Interest on lien (apr)	10%	_____	_____
D. release of abatement lien	\$50.00	_____	_____
E. public notary	\$20.00	_____	_____
F. file duplication fee	\$50.00	_____	_____
G. unscheduled Labor per man hour	\$50.00	_____	_____
H. unscheduled fees	(reimbursement of cost)	_____	_____

FILE # <u>NC-22106</u>	APN # <u>558-320-21-00</u>	TOTAL \$ <u>2,270.60</u>
------------------------	----------------------------	--------------------------

Fire Prevention Services, Inc.
P.O. Box 1720 : El Cajon, CA 92022-1720
(619) 562-1058 : fax (619) 445-6336
<http://fireprevention.net>

FINAL BILL

Case #NC-22-106 APN: 5583202100
F T C VENTURES LLC
11251 Rancho Carmel Dr # 502413
SAN DIEGO, CA 92150

11/15/2022

Location: Rachael Ave, NATIONAL CITY, CA, 91950

Dear F T C VENTURES LLC,

You have failed to pay the bill dated 10/12/2022 , to date we have not received payment.

If we do not receive payment within 10 days in the amount of \$2270.60 we will be forced to bring appropriate action to collect these monies.

The further action will include the filing of an abatement lien on the property in question, as well as the forwarding to our collection agency. Under state and local law the costs of these actions will be added to the amount referenced above.

To avoid this action, please pay now.

Make check payable to **F.P.S.I.** and please include the Case #**NC-22-106** on the check.

If you have any questions please call us direct at **(619) 562-1058**.

Sincerely,

Fire Prevention Services, Inc.
<http://fireprevention.net>

rev.11/11/2021, rev. 3/1/2022

RECORDING REQUESTED BY
Fire Prevention Services, Inc.
PO Box 1726
La Jolla, CA 92022-1726
(619) 587-0958 fax (619) 445-6336

COPIES RECORDED MAIL TO
Fire Prevention Services, Inc.
PO Box 1726
La Jolla, CA 92022-1726

For Pay off - Demand please submit to: payoff@fireprevention.net or fax 619-445-6336

NOTICE OF ABATEMENT

TO THE CURRENT OWNER OF RECORD AND ANY FUTURE OWNERS/PURCHASERS OF THE HEREIN DESCRIBED PROPERTY

WHEREAS it was determined that a violation of National City Municipal Code Chapter 136 did exist, and

WHEREAS such violation was ordered abated, and

WHEREAS representatives of the City of National City abated the violation (s), and


WHEREAS the charge for such abatement amounted to \$2340.60;

THEREFORE be it known that an abatement obligation exists on the property regardless of owner until paid. The current owner of the property is F T C VENTURES LLC at 11251 Rancho Carmel Dr # 502413, SAN DIEGO, CA, 92150 described as follows:

APN # 5583202100 CASE # NC-22-106
ADDRESS: Rachel Ave, National City, CA, 91950
LEGAL DESCRIPTION: LOT:382 CITY:NATIONAL CITY SUBD:LINCOLN ACRES ANNEX #2 TR#:1748 TR 1748 LOT
382* MAP REF:001748

This abatement obligation shall attach to the property, not the owner, and may not be extinguished by a tax sale under the California Revenue and Taxation Code Section 3712. After confirmation by the City it may become a special assessment on the property tax bill. If not paid pursuant to State Law and State Tax Lien Law, the property may be sold to satisfy that obligation. The amount of such claim shall be \$2340.60 plus interest and other costs which may hereafter become due. This filing does not preclude the filing of legal action for collection. Should such actions be required or determined to be appropriate, reasonable legal fees will be incurred and added to said obligation.

DATED: 01/19/2023

BY: 
Ken Osborn, Fire Prevention Services, Inc.,
Designer for City of National City.

Certificate of Acknowledgment

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

State of California)

County of San Diego)

On 01/19/2023 before me, Carol A. Martinelli, Notary Public, personally appeared Ken Osborn, 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.



(Seal)

SUMMARY REPORT FOR APN 558-320-22-00

03/24/22 Initial inspection was made, property was found to be in violation.

04/14/22 Mailed 30 day courtesy notice to the owner.

08/02/22 Re-inspection was made, property was found to be in violation.

08/02/22 Posted property.

08/02/22 Mailed 10 day final notice to the owner, certified mail.

09/14/22 Final inspection was made, property was found to be in violation.

09/20/22 Recieved signed certified return receipt.

09/21/22 Work order authorization signed by District Official.

09/22/22 Verified ownership information with County of San Diego.

10/06/22 F.P.S.I. crews abated the property.

10/12/22 The owner was mailed a bill at the contracted rates.

11/15/22 The owner was mailed a final bill.

01/19/23 A Notice of Abatement was filed on the property.

05/26/23 The list of Fixed Charge Special Assessments [EXHIBIT "A"] and the City Clerk's "NOTICE OF PUBLIC CONFIRMATION OF COSTS HEARING" was served upon the property owner by means of Regular Mail, Certified Mail and Posting upon the property.

CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596

NOTICE TO ABATE PUBLIC NUISANCE

Owner: Casillas Jose D
Address: 1626g Sweetwater Rd #161
National City, CA 91950

Parcel Number: 558 320 22 00
Date: 4/14/2022

Location of Public Nuisance: 2112 Rachael Ave

Instructions for Abatement: **Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within thirty (30) days of 4/14/2022**. **Your failure to comply with this order will result in the City having your property cleaned by the City's contractor at your expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) feet from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

"NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

National City Municipal Code 9.12.010 Public Nuisance Declared--In General

Any of the following conditions are hereby declared to constitute a public nuisance:

- A. When the Fire Chief or his/her designee determines that there exists in any building or on any premises combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors or windows that reasonably tend to interfere with the operations of the fire department or the egress of the occupants of such building or premises; or finds that the effectiveness of any exit door, attic separation or any fire separation wall is reduced; or finds that any provision of the Uniform Fire Code is being violated.
- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

National City Municipal Code 9.12.020 Public Nuisance Declared--Weeds and Other Flammable Materials

All weeds, growing or located upon streets, sidewalks or private property are hereby declared to be a public nuisance. For the purposes of this chapter, "weeds" shall include the following:

- A. Weeds which bear seeds of a downy or wingy nature.
- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health.
- E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.

National City Municipal Code 1.36.010 Public Nuisance Defined

"Public Nuisance" means any condition defined or declared to be a public nuisance in any section of this code, and/or any condition caused, maintained or permitted to exist which constitutes a threat to the public's health, safety and welfare or which significantly obstructs, injures or interferes with the reasonable of free use of property in a neighborhood, community or to any considerable number of persons. A public nuisance also has the same meaning as set forth in California Civil Code Section 3479.

National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 1-866-779-3774
Si usted tiene alguna pregunta, por favor llame al numero: 1-866-779-3774
Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

Sincerely yours in public safety,

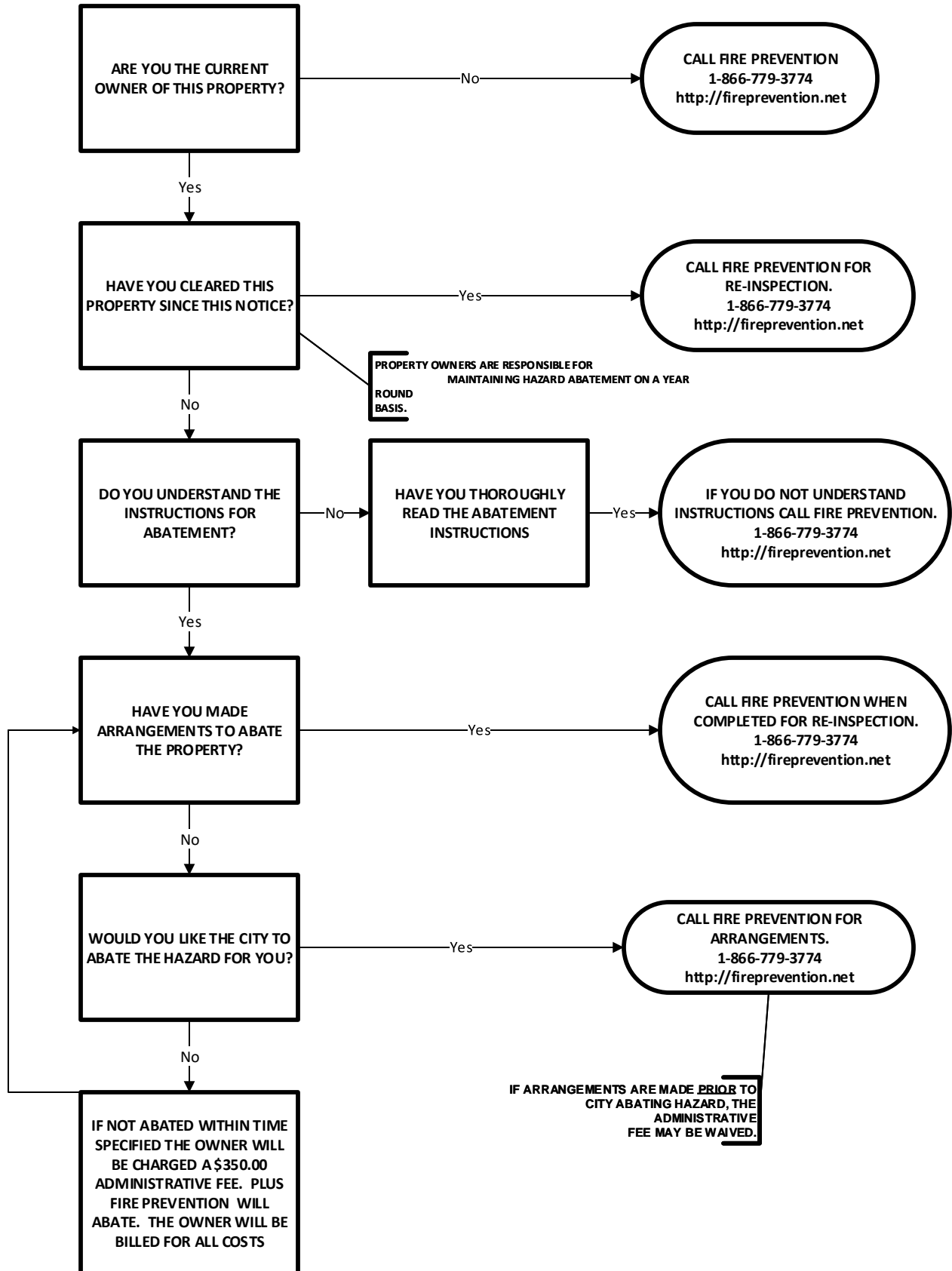
1-866-779-3774 ext. 307 or <http://fireprevention.net>

**You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice. The appeal shall be filed with the City Clerk. (NCMC 1.36.050)
***Fire Prevention Services, Inc. is under contract with the City of National City

Photo	Details
	<p>Title: reinsp Date: Jul 12, 2022 10:07 Uploaded by: Gary George</p>
	<p>Title: reinsp Date: Jul 12, 2022 10:07 Uploaded by: Gary George</p>
	<p>Title: reinsp Date: Jul 12, 2022 10:07 Uploaded by: Gary George</p>
	<p>Title: reinsp Date: Jul 12, 2022 10:07 Uploaded by: Gary George</p>

NATIONAL CITY FIRE DEPARTMENT

COMMON QUESTIONS AND ANSWERS



CITY OF NATIONAL CITY

SCHEDULE OF FEES

1.	<u>Tractor Mowing</u>		
	A.	per parcel, sized 1 to 7,500 square feet	\$250.00
	B.	per parcel, sized 7,501 to 15,000 square feet	\$325.00
	C.	per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00
	D.	per parcel, sized 30,001 square feet to one acre	\$450.00
	E.	Per square foot over one acre	\$ 00.02
2.	<u>Hand Labor</u>		
	A.	per square foot of area abated	\$ 00.10
3.	<u>Dozer Operation</u>		
	A.	hourly rate	\$150.00
	B.	move-on fee	\$150.00
4.	<u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)		
	A.	per cubic yard of material prior to chipping, and or compacting	\$ 38.00
	B.	dump fees	(reimbursement of cost)
5.	<u>Administrative Fee</u> (failure to comply with final notice)		
	A.	per parcel	\$350.00
6.	<u>Attorney Services</u>		
	A.	per parcel, per hour	\$200.00
7.	<u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)		
	A.	Cost confirmations fee, per parcel	\$275.00
8.	<u>Miscellaneous Fees</u>		
	A.	special inspection fee	\$ 50.00
	B.	abatement lien	\$ 50.00C.In-
		terest on lien (apr)	10%
	D.	release of abatement lien	\$ 50.00
	E.	public notary	\$ 20.00
	F.	File duplication fee	\$ 50.00
	G.	Unscheduled Labor per man hour	\$ 50.00
	H.	unscheduled fees	(reimbursement of cost)

HAZARD REDUCTION AND CLEARANCE STANDARDS FOR
THE CITY OF NATIONAL CITY

- 1) All trash, rubbish, debris, cuttings and or combustible materials must be removed from the property and properly disposed of.

- 2) Properties 2 (two) acre and less- Clear the entire property of all weeds, dead vegetation, and debris. Also all rubbish and discarded combustible material must be removed from the property.

- 3) Mature trees must be trimmed to six (6) feet above the ground.

- 4) Remove all vegetation existing within 10 feet of a chimney.

- 5) Vacant properties over 2 acres-Fifty (50) feet break at the property lines abutting the improved properties. Distance shall be measured in a horizontal plane.

- 6) Improved properties over 2 (two) acres-One hundred (100) feet at the top of hill (inclines).

- 7) Roadways and or driveways shall be cleared to at least the width of the roadway plus ten (10) feet on each side, and to a height of thirteen and one-half (13 1/2')feet above the road surface.

CITY OF NATIONAL CITY FIRE DEPARTMENT
1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596
FINAL NOTICE TO ABATE PUBLIC NUISANCE

Owner: CASILLAS, JOSE D
1626 Sweetwater Rd # 161
NATIONAL CITY, CA 91950
Case #: NC-22-107

Date: 07/12/2022

Parcel Number: 5583202200

Location of Public Nuisance: **2112 Rachael Ave, NATIONAL CITY, CA, 91950**

Instructions for Abatement: **Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within ten (10) days of 07/12/2022**. **Your failure to comply with this order will result in the City having your property cleaned by the City's contractor at **your** expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

"NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

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- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

National City Municipal Code 9.12.020 Public Nuisance Declared--Weeds and Other Flammable Materials

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- A. Weeds which bear seeds of a downy or wingy nature.
- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health.
- E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.



Final Inspection 09/14/22



Final Inspection 09/14/22



Final Inspection 09/14/22

Sep 14, 2022 at 10:30:38 AM
+32.673766,-117.069800
251° W
2345 Rachael Ave
San Diego CA 92139
United States



Before 10/06/22

Sep 14, 2022 at 10:30:54 AM
+32.673808,-117.069900
238° SW
2018 Rachael Ave
National City, CA 91950
United States



Before 10/06/22



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$ _____
 Return Receipt (electronic) \$ _____
 Certified Mail Restricted Delivery \$ _____
 Adult Signature Required \$ _____
 Adult Signature Restricted Delivery \$ _____

Postage

\$

Total Postage and Fees

\$

Send to

Casillas, Jose D.

NC-22-107

Street and Apt. No., or PO Box No.

1626 Sweetwater Rd #161

City, State, ZIP+4®

National City, CA 91950



7023 2720 0000 5250 3835

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

COMPLETE THIS SECTION ON DELIVERY

Signature

 Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Youngblood S.A.T. 7/10/22

 D. Is delivery address different from Item 1? Yes
 If YES, enter delivery address below: No

Casillas, Jose D.

 1626 Sweetwater Rd. #161
 National City, CA. 91950


9590 9402 7085 1251 0295 41

2. Article Number (Transfer from service label)

7021 2720 0000 5250 3835

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | |
| <input type="checkbox"/> Insured Mail™ | |
| <input type="checkbox"/> Insured Mail Restricted Delivery | |

PS Form 3811, July 2020 PSN 7530-02-000-9053

Page 647 of 844

NC-22-107

Domestic Return Receipt

CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd., National City, CA 91950-4596

WORK ORDER AUTHORIZATION

Authorization # NC-23-107

Owner: CASILLAS, JOSE D

Address: CASILLAS, JOSE D
1626 Sweetwater Rd # 161
NATIONAL CITY, CA 91950

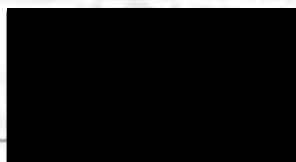
Parcel #5583202200

Job location: 2112 Rachael Ave, NATIONAL CITY, CA, 91950

Authorized by:

R. DREW

Signature:



Date:

9-7-22

WHEN SIGNED THIS DOCUMENT ALLOWS RIGHT OF PASSAGE ONTO PRIVATE PROPERTY FOR THE PURPOSE OF FIRE HAZARD / PUBLIC NUISANCE REDUCTION OR REMOVAL.

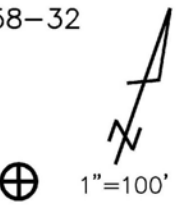
METHOD OF CLEARING

Circle One: Entire Parcel Fire Break	
Hand Cutting: _____ sq. ft.	Hauling: _____ cu. yds.
Tractor Mowing: _____ sq. ft.	Discing: _____ sq. ft.

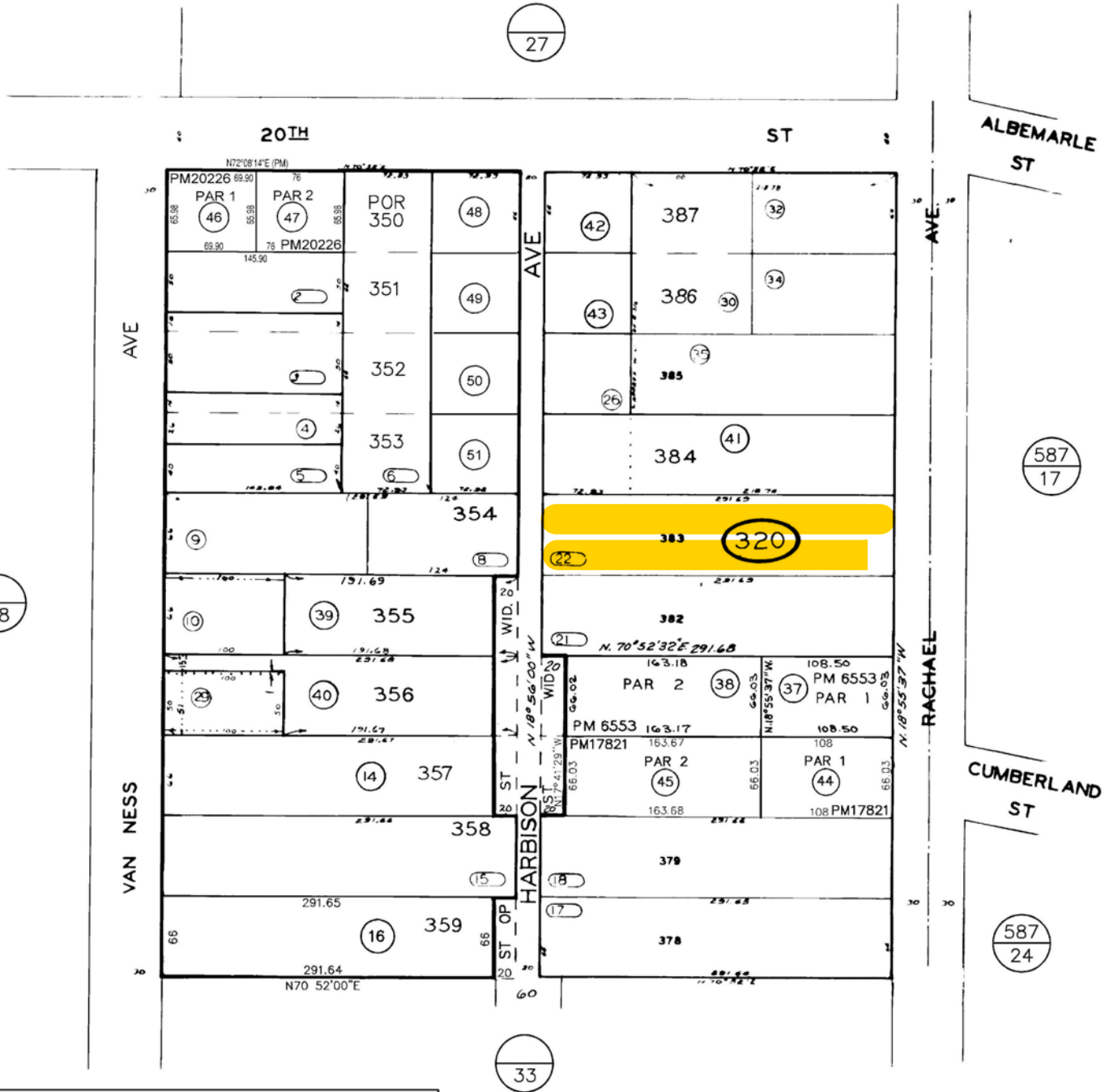
CREW INFORMATION

Crew	Date
Name:	
Name:	
Name:	
Name:	
Name:	

Notes: Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)



558-320



8/1/2007 AJR

CHANGES

BLK	OLD	NEW	YR	CUT	
320	33	35	36	73	3137
	20	21	78	4846	CANC
	20	37	78	2764	
	28	39	78	3121	
	39	40	79	3478	CANC
	25	36	41	83	3333
	27	42	90	1955	
	14	15	91	4641	
	19	19	92	4617	
	19	44	97	1877	
	16	16	04	4719	
	1	46	08	1533	
	7	48-51	08	1550	

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



Work space for diagrams and amount of work done

Hand Sq. Ft.: 8553

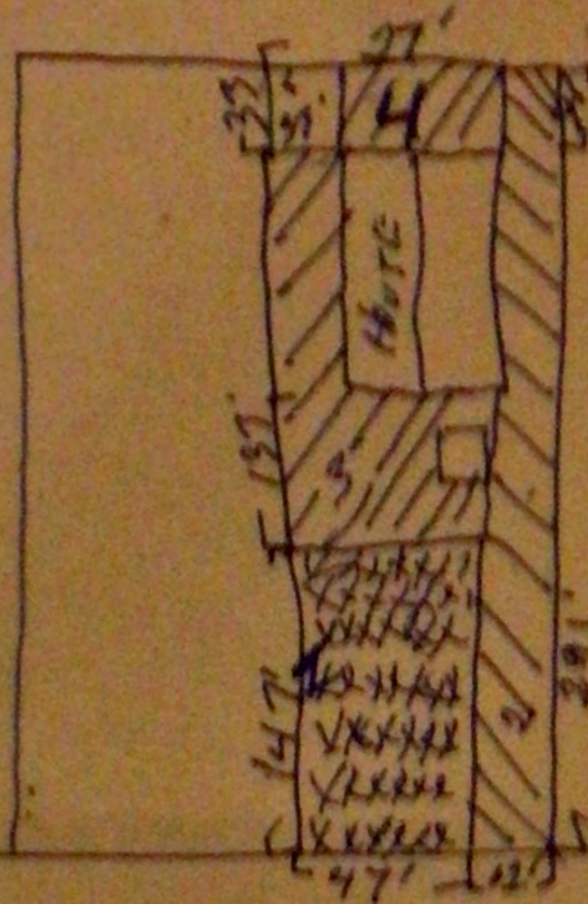
Tractor Sq. Ft.: 6909

Total Removal Cu. Yds: _____

Dump ticket: _____

Dump Charge: _____

X = Tractor
// = Hand



TRACTOR
 $2 = 47 \times 147 = 6,909$
 $2 = 13 \times 29 = 3,492$
 $3 = 19 \times 39 = 4,521$
 $4 = 27 \times 9 = 243$
 $5 = 33 \times 9 = 297$
 15,462

RACIAL RD

Sep 14, 2022 at 10:39:27 AM
+32.673455,-117.070736
324° NW
2112 Rachael Ave
National City CA 91950
United States



Before 10/06/22

Sep 14, 2022 at 10:39:43 AM
+32.673628,-117.070855
60° NE
Harbison Ave
National City CA 91950
United States



Before 10/06/22

Network: Sep 14, 2022 at 11:59:49 AM PDT
Local: Sep 14, 2022 at 11:59:49 AM PDT
N 32° 40' 25.666", W 117° 4' 11.367"
2345 Rachael Ave
National City CA 92139
United States



After 10/06/22

Network: Sep 14, 2022 at 12:00:02 PM PDT

Local: Sep 14, 2022 at 12:00:02 PM PDT

MON
TUE N 32° 40' 25.921", W 117° 4' 11.957"
WED
THUR
FRI

SDG&

2112 Rachael Ave

National City CA 91950

United States

After 10/06/22

Network: Sep 14, 2022 at 12:01:34 PM PDT

Local: Sep 14, 2022 at 12:01:34 PM PDT

N 32° 40' 24.686", W 117° 4' 14.832"

2112 Rachael Ave

National City CA 91950

United States



After 10/06/22

Network: Sep 14, 2022 at 12:01:50 PM PDT
Local: Sep 14, 2022 at 12:01:50 PM PDT
N 32° 40' 24.931", W 117° 4' 15.151"
Harbison Ave
National City CA 91950
United States



After 10/06/22

Fire Prevention Services, Inc.
P.O. Box 1720 : El Cajon, CA 92022-1720
(619) 562-1058 : fax (619) 445-6336
<http://fireprevention.net>

Case #NC-22-107 APN: 5583202200
CASILLAS, JOSE D
1626 Sweetwater Rd # 161
NATIONAL CITY, CA 91950

09/20/2022

Location: 2112 Rachael Ave, NATIONAL CITY, CA, 91950

Dear CASILLAS, JOSE D,

This letter is to inform you that the **Public Nuisance** on the above referenced property has been abated pursuant to prior Notice to Abate and order of the City of National City.

Fire Prevention Services has been contracted by the City of National City to help reduce Public Nuisances and potential fire violations thus improving the safety of its citizens.

The abatement of the Violation on your property was performed as mandated per National City Municipal Code Chapter 1.36. The charges thus far total \$1455.30. You will incur no further costs if this amount is paid within fifteen (15) days of this notice.

Please make check payable to **F.P.S.I.** and please include the Case #**NC-22-107** on the check.

If you have any questions please call us direct at **(619) 562-1058**.

Sincerely,

Fire Prevention Services, Inc.
<http://fireprevention.net>

rev.3/1/2022

NATIONAL CITY SCHEDULE OF FEES

8

Tractor Mowing

		quantity	sub total
A. per parcel, sized 1 to 7,500 square feet	\$250.00	<u>6,909</u>	<u>250.00</u>
B. per parcel, sized 7,501 to 15,000 square feet	\$325.00	_____	_____
C. per parcel, sized 15,001 square feet to 30,000 square feet,	\$400.00	_____	_____
D. per parcel, sized 30,001 square feet to one acre	\$450.00	_____	_____
E. per square foot over one acre	\$00.02	_____ sq. ft.	_____

Hand Labor

A. per square foot of area abated	\$0.10	<u>8,553</u> sq. Ft.	<u>855.30</u>
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Dozer Operation

A. hourly rate	\$150.00	_____	_____
B. move-on fee	\$150.00	_____	_____

Debris Remediation (includes chipping, grinding, and/or shredding)

A. per cubic yard of material prior to chipping, and or compacting	\$38.00	X _____ cu.yds =	
B. dump fees	(reimbursement of cost)	_____	_____

Administrative Fee (failure to comply by deadline of notice)

A. per parcel	\$350.00	<u>1</u>	<u>\$350.00</u>
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Attorney Services

A. per parcel, per hour	\$200.00	_____	_____
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Assessment Fees (includes preparing reports, attending hearings, etc.)

A. cost confirmation fee, per parcel	\$275.00	_____	_____
--------------------------------------	----------	-------	-------

Miscellaneous Fees Per Parcel

A. special inspection fee	\$50.00	_____	_____
B. abatement lien	\$50.00	_____	_____
C. Interest on lien (apr)	10%	_____	_____
D. release of abatement lien	\$50.00	_____	_____
E. public notary	\$20.00	_____	_____
F. file duplication fee	\$50.00	_____	_____
G. unscheduled Labor per man hour	\$50.00	_____	_____
H. unscheduled fees	(reimbursement of cost)	_____	_____

FILE # <u>NC-22-107</u>	APN # <u>558-320-22-00</u>	TOTAL	\$ <u>1455.30</u>
-------------------------	----------------------------	--------------	--------------------------

Fire Prevention Services, Inc.
P.O. Box 1720 : El Cajon, CA 92022-1720
(619) 562-1058 : fax (619) 445-6336
<http://fireprevention.net>

FINAL BILL

Case #NC-22-107 APN: 5583202200
CASILLAS, JOSE D
1626 Sweetwater Rd # 161
NATIONAL CITY, CA 91950

10/18/2022

Location: 2112 Rachael Ave, NATIONAL CITY, CA, 91950

Dear CASILLAS, JOSE D,

You have failed to pay the bill dated , to date we have not received payment.

If we do not receive payment within 10 days in the amount of \$1455.30 we will be forced to bring appropriate action to collect these monies.

The further action will include the filing of an abatement lien on the property in question, as well as the forwarding to our collection agency. Under state and local law the costs of these actions will be added to the amount referenced above.

To avoid this action, please pay now.

Make check payable to **F.P.S.I.** and please include the Case #**NC-22-107** on the check.

If you have any questions please call us direct at **(619) 562-1058**.

Sincerely,

Fire Prevention Services, Inc.
<http://fireprevention.net>

rev.11/11/2021, rev. 3/1/2022

RECORDING REQUESTED BY
Fire Prevention Services, Inc.
PO Box 1720
El Cajon, CA 92023-1720
(619) 562-1856 fax (619) 445-6336

AND WHEN RECORDED MAIL TO
Fire Prevention Services, Inc.
PO Box 1720
El Cajon, CA 92023-1720

For Payoff Demand please submit to: payoff@fireprevention.net or fax 619-445-6336

NOTICE OF ABATEMENT

**TO THE CURRENT OWNER OF RECORD AND ANY FUTURE OWNERS/PURCHASERS OF THE
HEREIN DESCRIBED PROPERTY**

WHEREAS it was determined that a violation of National City Municipal Code Chapter L36 did exist, and

WHEREAS such violation was ordered abated, and on 9-7-22

WHEREAS representatives of the City of National City abated the violation (s), and on 9-14-22

WHEREAS the charge for such abatement amounted to \$1525.30;

THEREFORE be it known that an abatement obligation exists on the property regardless of owner until paid. The current owner of the property is CASILLAS, JOSE Dar 1626 Sweetwater Rd # 161, NATIONAL CITY, CA, 91950 described as follows:

APN # 5583202200 CASE # NC-22-107
ADDRESS: 2112 Rachael Ave, NATIONAL CITY, CA, 91950
LEGAL DESCRIPTION: LOT:383 CITY:NATIONAL CITY SUBD:LINCOLN ACRES ANNEX #2 TR#:1748 TR 1748 LOT 383 MAP REF:001748

This abatement obligation shall attach to the property, not the owner, and may not be extinguished by a tax sale under the California Revenue and Taxation Code Section 3712. After confirmation by the City it may become a special assessment on the property tax bill. If not paid pursuant to State Law and State Tax Lien Law, the property may be sold to satisfy that obligation. The amount of such claim shall be \$1525.30 plus interest and other costs which may hereafter become due. This filing does not preclude the filing of a legal action for collection. Should such actions be required or determined to be appropriate, reasonable legal fees will be incurred and added to said obligation.

DATED: 11/29/2022



Designee for City of National City

Certificate Of Acknowledgment

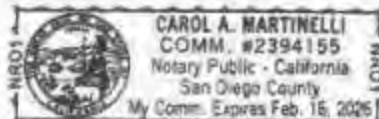
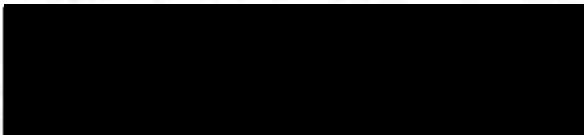
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)

On 11/29/2022 before me, Carol A. Martinelli, Notary Public, personally appeared Ken Oshorn, 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.



(Seal)



Dec 29, 2022 01:51 PM
OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.
SAN DIEGO COUNTY RECORDER
FEES \$0.00 (SB2 Atkins \$0.00)

PAGES 2

Recording Requested by (name):
Fire Prevention Services
When recorded mail to:
Fire Prevention Services
PO Box 1720
El Cajon, CA 92022-1720

Recorder's Use Only

NOTICE OF ABATEMENT

Title of Document

Commencing January 1, 2018, and except as provided in paragraph (2) GC 27388.1, in addition to any other recording fees specified in this code, a fee of seventy-five dollars (\$75) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225). "Real estate instrument, paper, or notice" means a document relating to real property, including, but not limited to, the following: deed, grant deed, trustee's deed, deed of trust, reconveyance, quit claim deed, fictitious deed of trust, assignment of deed of trust, request for notice of default, abstract of judgment, subordination agreement, declaration of homestead, abandonment of homestead, notice of default, release or discharge, easement, notice of trustee sale, notice of completion, UCC financing statement, mechanic's lien, maps, and covenants, conditions, and restrictions. Pursuant to GC section 27388.1 (2) the fee described in paragraph (1) shall not be imposed on any of the following documents:

Reason for Exemption:

- Any real estate instrument, paper, or notice recorded in connection with a transfer subject to the imposition of a documentary transfer tax as defined in Section 11911 of the Revenue and Taxation Code.
- Any real estate instrument, paper, or notice recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier.
- Any real estate instrument, paper, or notice executed or recorded by the federal government in accordance with the Uniform Federal Lien Registration Act (Title 7(commencing with Section 2100) of Part 4 of the Code of Civil Procedure).
- Any real estate instrument, paper, or notice executed or recorded by the state or any county, municipality, or other political subdivision of the state.
- Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225.00 reached.
- Exempt from fee per GC 27388.1 (a) (1); not related to real property.

I hereby declare under Penalty of Perjury that the information provided above is true and correct.

Executed this 29 day of November, 2022 at El Cajon, CA

Ken Osborn
PRINT NAME



COMPLETE Documentary Transfer Tax Declaration ONLY when document is transferring title.

Documentary Transfer Tax: \$ If exempt enter R&T code:

- Computed on full value of the property conveyed
- Computed on full value less liens & encumbrances remaining thereon at time of sale.
- Unincorporated Area City of

Signature of declarant or agent determining tax

SUMMARY REPORT FOR APN 560-410-14-00

10/28/21 Received citizen complaint.

11/01/21 Initial inspection was made, property was found to be in violation.

11/01/21 Mailed 30 day courtesy notice to the owner.

11/30/21 Property Owner called and left a message for an extension.

12/01/21 Called PO and left a message they have until 12/17/21.

12/03/21 Re-inspection was made, property was found to be in violation.

12/03/21 Posted property.

12/06/21 Mailed 10 day final notice to the owner, certified mail.

12/13/21 Received signed certified return receipt.

12/17/21 Final inspection was made, property was found to be in violation.

12/20/21 Verified ownership information with County of San Diego.

12/20/21 Called PO and left a message of what needs to be done.

12/22/21 PO called and the case was explained, an Admin Fee has been charged.

01/05/22 An Inspection was made and found compliant.

01/05/22 The owner was mailed an Administrative bill at the contracted rates.

01/26/22 The owner was mailed a final bill.

02/23/22 A Notice of Abatement was filed on the property.

05/26/23 The list of Fixed Charge Special Assessments [EXHIBIT "A"] and the City Clerk's "NOTICE OF PUBLIC CONFIRMATION OF COSTS HEARING" was served upon the property owner by means of Regular Mail, Certified Mail and Posting upon the property.

CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596

NOTICE TO ABATE PUBLIC NUISANCE

Owner: Ballow Paul A & Cynthia A
Address: 2863 Gate Seven Pl
Chula Vista, CA 91914

Parcel Number: 560 410 14 00

Date: 11/1/2021

COPY

Location of Public Nuisance: 1438 F Ave

Instructions for Abatement: **Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within thirty (30) days of 11/1/2021**. **Your failure to comply with this order will result in the City having your property cleaned by the City's contractor at **your** expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

"NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

National City Municipal Code 9.12.010 Public Nuisance Declared--In General

Any of the following conditions are hereby declared to constitute a public nuisance:

- A. When the Fire Chief or his/her designee determines that there exists in any building or on any premises combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors or windows that reasonably tend to interfere with the operations of the fire department or the egress of the occupants of such building of premises; or finds that the effectiveness of any exit door, attic separation or any fire separation wall is reduced; or finds that any provision of the Uniform Fire Code is being violated.
- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

National City Municipal Code 9.12.020 Public Nuisance Declared--Weeds and Other Flammable Materials

All weeds, growing or located upon streets, sidewalks or private property are hereby declared to be a public nuisance. For the purposes of this chapter, "weeds" shall include the following:

- A. Weeds which bear seeds of a downy or wingy nature.
- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace the the public health.
- E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.

National City Municipal Code 1.36.010 Public Nuisance Defined

"Public Nuisance" means any condition defined or declared to be a public nuisance in any section of this code, and/or and condition caused, maintained or permitted to exist which constitutes a threat to the public's health, safety and welfare or which significantly obstructs, injures or interferes with the reasonable of free use of property in a neighborhood, community or to any considerable number of persons. A public nuisance also has the same meaning as set forth in California Civil Code Section 3479.

National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 1-866-779-3774

Si usted tiene alguna pregunta, por favor llame al numero: 1-866-779-3774

Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

Sincerely yours in public safety.

1-866-779-3774 ext. 307 or <http://fireprevention.net>

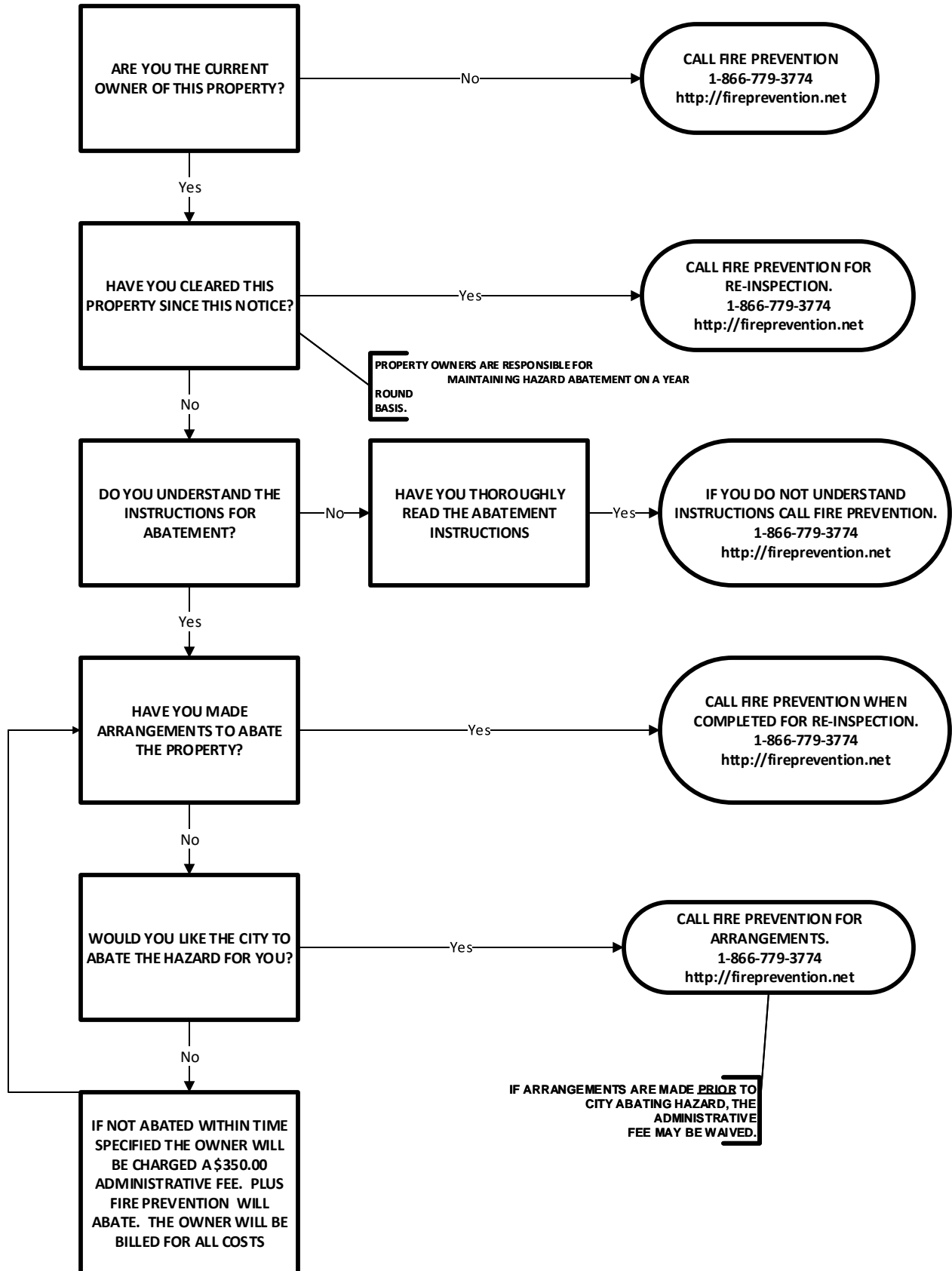
**You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice.

The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050)

***Fire Prevention Services, Inc. is under contract with the City of National City

NATIONAL CITY FIRE DEPARTMENT

COMMON QUESTIONS AND ANSWERS



CITY OF NATIONAL CITY

SCHEDULE OF FEES

1.	<u>Tractor Mowing</u>		
	A.	per parcel, sized 1 to 7,500 square feet	\$250.00
	B.	per parcel, sized 7,501 to 15,000 square feet	\$325.00
	C.	per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00
	D.	per parcel, sized 30,001 square feet to one acre	\$450.00
	E.	Per square foot over one acre	\$ 00.02
2.	<u>Hand Labor</u>		
	A.	per square foot of area abated	\$ 00.10
3.	<u>Dozer Operation</u>		
	A.	hourly rate	\$150.00
	B.	move-on fee	\$150.00
4.	<u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)		
	A.	per cubic yard of material prior to chipping, and or compacting	\$ 38.00
	B.	dump fees	(reimbursement of cost)
5.	<u>Administrative Fee</u> (failure to comply with final notice)		
	A.	per parcel	\$350.00
6.	<u>Attorney Services</u>		
	A.	per parcel, per hour	\$200.00
7.	<u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)		
	A.	Cost confirmations fee, per parcel	\$275.00
8.	<u>Miscellaneous Fees</u>		
	A.	special inspection fee	\$ 50.00
	B.	abatement lien	\$ 50.00C.In-
		terest on lien (apr)	10%
	D.	release of abatement lien	\$ 50.00
	E.	public notary	\$ 20.00
	F.	File duplication fee	\$ 50.00
	G.	Unscheduled Labor per man hour	\$ 50.00
	H.	unscheduled fees	(reimbursement of cost)

HAZARD REDUCTION AND CLEARANCE STANDARDS FOR
THE CITY OF NATIONAL CITY

- 1) All trash, rubbish, debris, cuttings and or combustible materials must be removed from the property and properly disposed of.
- 2) Properties 2 (two) acre and less- Clear the entire property of all weeds, dead vegetation, and debris. Also all rubbish and discarded combustible material must be removed from the property.
- 3) Mature trees must be trimmed to six (6) feet above the ground.
- 4) Remove all vegetation existing within 10 feet of a chimney.
- 5) Vacant properties over 2 acres-Fifty (50) feet break at the property lines abutting the improved properties. Distance shall be measured in a horizontal plane.
- 6) Improved properties over 2 (two) acres-One hundred (100) feet at the top of hill (inclines).
- 7) Roadways and or driveways shall be cleared to at least the width of the roadway plus ten (10) feet on each side, and to a height of thirteen and one-half (13 1/2')feet above the road surface.

NOTICE ABATE PUBLIC NUISANCE

Pursuant to National City Municipal Code Chapter 1.36 Notice is given that any violation of
upon the lot or parcel _____ and in the City of National City
Number 542 410 17 02 and in the street, sidewalk, alley, yard, or
nuisance in that they are a fire hazard or in all probability will become a fire hazard.
Discarded asphalt, concrete, auto bodies and parts or other waste material stored and
Said public nuisances are required to be abated within 15 days of the posted date
of National City will authorize abatement and the costs thereof will be assessed against
property taxes. A lien will also be placed on the parcel. An administrative fee of \$50.00
cleaned shall be added to said costs.

Pursuant to National City Municipal Code Chapter 1.36.010 the owner or person occupying
affected may appeal the notice. Such appeal shall be in writing and shall be filed within
date of the notice. Any questions can be forwarded to Fire Prevention Services 1-800-393-3333

Dated and posted this 3 day of DEC 2021

Robert Hernandez, Fire Marshal
City of National City Fire Department

By [Signature]
Should you have any questions, please call our 24-hour number: 1-800-393-3333
to visit our public website: www.nccity.org or contact us: 1-800-393-3333
By emailing 311@nccity.org or by text messaging 1-800-393-3333
Contacted Agent For The City of National City Fire Department 1-800-393-3333
Box 58 66104 Fax: 616-211-0111

Re-Inspection 12/03/21



Re-Inspection 12/03/21

Re-Inspection 12/03/21



Re-Inspection 12/03/21



Re-Inspection 12/03/21



Re-Inspection 12/03/21

CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd : NATIONAL CITY, CA. 91950-4596

FINAL NOTICE TO ABATE PUBLIC NUISANCE

Owner: Ballow Paul A & Cynthia A
Address: 2863 Gate Seven Pl
Chula Vista, CA 91914

Parcel Number: 560 410 14 00

Date: 12/6/2021

COPY

Location of Public Nuisance: 1438 F Ave

Instructions for Abatement: **Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within ten (10) days of 12/6/2021**. **Your failure to comply with this order will result in you being charged the administrative fee and the City having your property cleaned by the City's contractor at **your** expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

"NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

National City Municipal Code 9.12.010 Public Nuisance Declared--In General

Any of the following conditions are hereby declared to constitute a public nuisance:

- A. When the Fire Chief or his/her designee determines that there exists in any building or on any premises combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors or windows that reasonably tend to interfere with the operations of the fire department or the egress of the occupants of such building of premises; or finds that the effectiveness of any exit door, attic separation or any fire separation wall is reduced; or finds that any provision of the Uniform Fire Code is being violated.
- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

National City Municipal Code 9.12.020 Public Nuisance Declared--Weeds and Other Flammable Materials

All weeds, growing or located upon streets, sidewalks or private property are hereby declared to be a public nuisance. For the purposes of this chapter, "weeds" shall include the following:

- A. Weeds which bear seeds of a downy or wingy nature.
- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health.
- E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.

National City Municipal Code 1.36.010 Public Nuisance Defined

"Public Nuisance" means any condition defined or declared to be a public nuisance in any section of this code, and/or and condition caused, maintained or permitted to exist which constitutes a threat to the public's health, safety and welfare or which significantly obstructs, injures or interferes with the reasonable of free use of property in a neighborhood, community or to any considerable number of persons. A public nuisance also has the same meaning as set forth in California Civil Code Section 3479.

National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 1-866-779-3774

Si usted tiene alguna pregunta, por favor llame al numero: 1-866-779-3774

Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

Sincerely yours in public safety,

notice. 1-866-779-3774 ext. 307 or <http://fireprevention.net>

**You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice. The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050)

***Fire Prevention Services, Inc. is under contract with the City of National City.

Fire Prevention Services***



Final Inspection 12/17/21



Re-Inspection 12/03/22



Re-Inspection 12/03/22



Re-Inspection 12/03/22



Inspection



Inspection



Inspection

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Chula Vista CA 91914

OFFICIAL USE

Certified Mail Fee	\$3.75
\$	\$3.05
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$0.58

\$ Total Pos \$7.38

\$ 560 410 14 00

Sent To

Street and

City, State

Ballow Paul A & Cynthia A

2863 Gate Seven Pl

Chula Vista CA

12/06/2021

NC



Page 681 of 844

91914

7020 0640 0002 0528 6181

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

560 410 14 00 NC
 Ballow Paul A & Cynthia A
 2863 Gate Seven Pl
 Chula Vista CA 91914



9590 9402 6667 1060 2168 12

2. *f* 7020 0640 0002 8528 [18]

Page 682 of 844

COMPLETE THIS SECTION ON DELIVERY

A. Signed by [Redacted] Agent
 [Redacted] Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | |

CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596

WORK ORDER AUTHORIZATION

Authorization # 7633

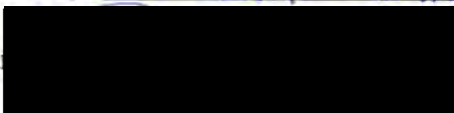
Owner: Ballow Paul A & Cynthia A
Address: 2863 Gate Seven Pl
Chula Vista, CA 91914

Parcel #560 410 14 00 Job location: 1438 F Ave

*Admin Fee
Only*

Authorized by: *Robert Hernandez*

Signature



Date: *1/5/22*

WHEN SIGNED THIS DOCUMENT ALLOWS RIGHT OF PASSAGE ONTO PRIVATE PROPERTY FOR THE PURPOSE OF FIRE VIOLATION / PUBLIC NUISANCE REDUCTION OR REMOVAL.

METHOD OF CLEARING

Entire Parcel Fire Break

Hand Cutting: _____ sq. ft. Removal: _____ cu. yds.

Tractor Mowing: _____ sq. ft. Discing: _____ sq. ft.

CREW INFORMATION

Crew

Date

Type: _____

Type: _____

Type: _____

Type: _____

Notes: Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)

= METROS CAN PROPERTY PROFILE =
San Diego (CA)

=====

OWNERSHIP INFORMATION

=====

Parcel Number :560 410 14 00
 Owner :Ballow Paul A & Cynthia A
 CoOwner :
 Site Address :1438 F Ave National City 91950
 Mail Address :2863 Gate Seven Pl Chula Vista Ca 91914
 Owner Phone :

=====

SALES AND LOAN INFORMATION

=====

Transferred	:12/30/2002	Loan Amount	:\$71,986
Document #	:1202504	Lender	:Private Individual
Sale Price	:\$72,000 Partial	Loan Type	:Private
Deed Type	:Grant Deed	Interest Rate	:Fixed
% Owned	:100	Vesting Type	:Married Persons

=====

ASSESSMENT AND TAX INFORMATION

=====

Land	:\$65,876	Exempt Type	:
Structure	:\$36,594	Exempt Amount	:
Other	:	Tax Rate Area	:06036
Total	:\$102,470	20-21 Taxes	:\$1,668.40
% Improved	:36		

=====

PROPERTY DESCRIPTION

=====

Map Grid :
 Census :Tract:117.00 Block:3
 Zoning :C Commercial
 Land Use :611 Res,Single Family Residence
 Bldg Use :*unknown Building Use*
 Sub/Plat :
 Map Number :001105
 Legal :STS&ALLEY CLSD&LOTS 11&12 BLK 2 IN
 :W H OF 10 AC LOT 10 QSEC 154 TR
 :1105
 Tract Number :1105
 Lot :10
 Block :2

=====

PROPERTY CHARACTERISTICS

=====

Bedrooms	:2	Lot Acres	:10.00	YearBuilt	:1950
Bathrooms	:1.00	Garage Space	:2	Lot SqFt	:435,600
Units	:1	View	:	Bldg SqFt	:692
Pool	:	Stories	:1.0		

*Information compiled from various sources. CoreLogic makes no representations
 or warranties as to the accuracy or completeness of information contained in this report.*

Fire Prevention Services, Inc.

P.O. Box 1720 : El Cajon, CA 92022-1720

(619) 562-1058 : fax (619) 445-6336

<http://fireprevention.net>

ADMINISTRATIVE BILL

1/5/2022

COPY

Ballow Paul A & Cynthia A
2863 Gate Seven Pl
Chula Vista, CA 91914

Parcel # 560 410 14 00
Location: 1438 F Ave

Dear Ballow Paul A & Cynthia A,

Fire Prevention Services has been contracted by the City of National City to help reduce potential fire violations thus improving the safety of its citizens.

Your property was re-inspected on 12/17/2021 and found to still be in violation of the National City Municipal Code Chapter 1.36. As stated in the notice, if the violation is not corrected prior to the deadline you will be charged an administrative fee.

A final inspection was performed on the above referenced parcel, as of this parcel is in compliance with the National City Municipal Code Chapter 1.36.

Due to the abatement not being completed by the deadline, you are being charged the administrative fee. Thus far your bill is \$ 350 and if paid within fifteen (15) days of this notice no further costs will be incurred by you.

Please make check payable to F.P.S.I. and please include the File # 560 410 14 00 on the check.

If you have any questions please call us direct at **(619) 562-1058**.

Sincerely,

Fire Prevention Services, Inc.
rev.05/19/06

NATIONAL CITY SCHEDULE OF FEES

<u>Tractor Mowing</u>		quantity	sub total
A.	per parcel, sized 1 to 7,500 square feet		
B.	per parcel, sized 7,501 to 15,000 square feet		
C.	per parcel, sized 15,001 square feet to 30,000 square feet		
D.	per parcel, sized 30,001 square feet to one acre		
E.	per square foot over one acre	_____ sq. ft.	

<u>Hand Labor</u>		quantity	sub total
A.	per square foot of area abated	_____ sq. Ft.	

COPY

<u>Dozer Operation</u>		quantity	sub total
A.	hourly rate		
B.	move-on fee		

<u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)		quantity	sub total
A.	per cubic yard of material prior to chipping, and or compacting	_____ cu.yds =	
B.	dump fees (reimbursement of cost)		

<u>Administrative Fee</u> (failure to comply by deadline of notice)		quantity	sub total
A.	per parcel	1	<u>\$350.00</u>

<u>Attorney Services</u>		quantity	sub total
A.	per parcel, per hour		

<u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)		quantity	sub total
A.	cost confirmation fee, per parcel		

<u>Miscellaneous Fees Per Parcel</u>		quantity	sub total
A.	special inspection fee		
B.	abatement lien		
C.	Interest on lien (apr)		
D.	release of abatement lien		
E.	public notary		
F.	file duplication fee		
G.	unscheduled Labor per man hour		
H.	unscheduled fees (reimbursement of cost)		

FILE # 7633 APN # 560-410-14-00 **TOTAL** \$ 350.00

Fire Prevention Services, Inc.

P.O. Box 1720 : El Cajon, CA 92022-1720

(619) 562-1058 : fax (619) 445-6336

<http://fireprevention.net>

Final Bill

1/26/2022

COPY

Ballow Paul A & Cynthia A
2863 Gate Seven Pl
Chula Vista, CA 91914

Ref: Parcel # 560 410 14 00

-

Dear Ballow Paul A & Cynthia A,

This is a reminder of the letter we sent you on 1/5/2022 and we have not received payment in the amount of \$350.00

If we do not receive payment within 10 days we will be required to seek appropriate action to collect these monies.

This action may include filing an abatement lien on your property and forwarding this bill to our collection agency. Under state and local law, costs for such action will be added to your total amount. Please tender a check to us immediately to avoid any further action.

Make your check payable to **Fire Prevention Services, Inc.**, and include the Parcel # 560 410 14 00 on the check.

Should you need to discuss this matter you may contact us at **(619) 562-1058**.

Sincerely,

Fire Prevention Services, Inc.

rev.05/19/06

X

RECORDING REQUESTED BY
Fire Prevention Services, Inc.
PO Box 1720
El Cajon, CA 92022-1720
(619) 562-1058 fax (619) 445-6336

DOC# 2022-0086168



Feb 25, 2022 09:16 AM
OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$0.00 (SB2 Atkins: \$0.00)

AND WHEN RECORDED MAIL TO
Fire Prevention Services, Inc.
PO Box 1720
El Cajon, CA 92022-1720

PAGES: 1

For Payoff / Demand please submit to: payoff@fireprevention.net or fax 619-445-6336

NOTICE OF ABATEMENT
TO THE CURRENT OWNER OF RECORD AND ANY FUTURE OWNERS/PURCHASERS OF THE
HEREIN DESCRIBED PROPERTY

WHEREAS it was determined that a violation of Chapter 1.36 of the National City Municipal Code did exist, and

WHEREAS such violation was ordered abated, and

WHEREAS representatives of the National City Fire Department abated the violation(s) on 1/5/2022, and


WHEREAS the charge for such abatement amounted to \$420.00;

THEREFORE be it known that an abatement obligation exists on the property regardless of owner until paid. The current owner of the property is Ballow Paul A & Cynthia A at 2863 Gate Seven Pl. Chula Vista, CA 91914 described as follows:

APN # 560 410 14 00
ADDRESS: 1438 F Ave
LEGAL DESCRIPTION: Sts&Alley Clsd&Lots 11&12 Blk 2 InW H Of 10 Ac Lot 10 Qsec 154 Tr

This abatement obligation shall attach to the property, not the owner, and may not be extinguished by a tax sale under the California Revenue and Taxation Code Section 3712. After confirmation by the City Council shall become a special assessment on the property tax bill. If not paid pursuant to State Law and State Tax Lien Law, the property may be sold to satisfy that obligation. The amount of such claim shall be plus interest and other costs which may hereafter become due. This filing does not preclude the filing of legal action for collection. Should such actions be required or determined to be appropriate, reasonable legal fees will be incurred and added to said obligation.

DATED: February 23, 2022

BY: 
Ken Osborn, Fire Prevention Services, Inc.,
Designee for National City Fire Department

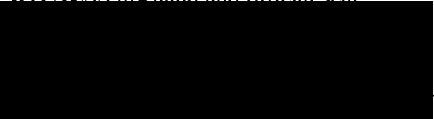
Certificate Of Acknowledgement

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 February 23, 2022 before me, R Thrasher, Notary Public, personally appeared Ken Osborn, 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




(Seal)

SUMMARY REPORT FOR APN 561-400-26-00

05/17/22 Received Citizen compliant from NCFD.

05/17/22 Initial inspection was made, property was found to be in violation.

05/23/22 Mailed 30 day courtesy notice to the owner.

07/11/22 Re-inspection was made, property was found to be in violation.

07/11/22 Posted property.

07/12/22 Mailed 10 day final notice to the owner, certified mail.

08/02/22 Final inspection was made, property was found to be in violation.

08/02/22 Verified ownership information with County of San Diego.

08/11/22 Certified notice returned "unclaimed".

??/??/22 Work order authorization signed by District Official.

09/14/22 F.P.S.I. crews abated the property.

09/22/22 The owner was mailed a bill at the contracted rates.

10/18/22 The owner was mailed a final bill.

11/28/22 A Notice of Abatement was filed on the property.

05/26/23 The list of Fixed Charge Special Assessments [EXHIBIT "A"] and the City Clerk's "NOTICE OF PUBLIC CONFIRMATION OF COSTS HEARING" was served upon the property owner by means of Regular Mail, Certified Mail and Posting upon the property.



City of National City Fire Department

National City Municipal Code 9.12.010 and or 912.020



FIRE PREVENTION SERVICES INC.
Fire Prevention Services Inc., is a contracted agent for the
City of National City

Owner: Sostre Ryan J & Aranyaka DL
2132 Euclid Ave
National City, CA 91950

Date: 05/23/2022

Case #: NC-22-50

Parcel Number: 5614002600

Location: 2132 Euclid Ave, San Diego, CA, 91950

Why am I receiving this notification?

This notice is to inform you that weeds and or other material on your property violate the City of National City Municipal Code and constitute a public nuisance under National City Municipal section 9.12.101 and/or 912.020. You are receiving this notice because the most recent San Diego County property records show that you are the owner of the identified parcel (parcel number can be found above your name on this notice). If you do not own this property and have received this notice in error, please call Fire Prevention Services as soon as possible: 1-866-779-3744 ext. 304 or go to <http://fireprevention.net>. You may also contact the City of National City directly at (619) 336-4550.

- A. All weeds or dry grasses over (4") in height.
- B. Weeds which bear seeds of downy or wingy nature
- C. Sagebrush, chaparral, and other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent property
- D. Weeds which are noxious or dangerous
- E. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public
- F. Dry grass, stubble, brush, litter or other flammable material which endangers the public safety by creating a fire hazard in a portion a portion of the city which has been zoned for single and multiple residence purposes.

Instruction for Abatement

Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys).

What do I need to do?

Within (30) days from the date on this notice, you must remove the vegetation or waste matter which is creating a nuisance. The work required to remove the fire hazard is described above. You may also go to the Fire Prevention Services website for additional information. If you have read the information on the Fire Prevention Services website and read the abatement instructions included with this Notice, but you remain unclear about what to do, please contact Fire Prevention Services or the National City Fire Department immediately. The City and Fire Prevention Services can work with you to establish a work plan and to adjust deadlines in consideration of the property-specific conditions

What happens if I do not clear my property within 30 days?

If you do not voluntarily clear the nuisance from your property within (30) days, you will be sent a final Notice, providing (10) days to abate the nuisance before the City initiates forced abatement procedures. If the City completes or causes another to complete the required work, you will be responsible for the cost incurred per City of National City Municipal Code section/s 9.12.010 and/or 912.020

Appeal Process

Within (10) days from the date of posting, mailing or personal service of the required notice the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 1-866-779-3774

Si usted tiene alguna pregunta, por favor llame al numero: 1-866-779-3774

Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

Sincerely yours in public safety,

1-866-779-3774 ext. 307 or <http://fireprevention.net>

Fire Prevention Services***

{{photos}}

rev. 03/27/06, 04/24/06, 06/21/06, 3/15/2022

***You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice.

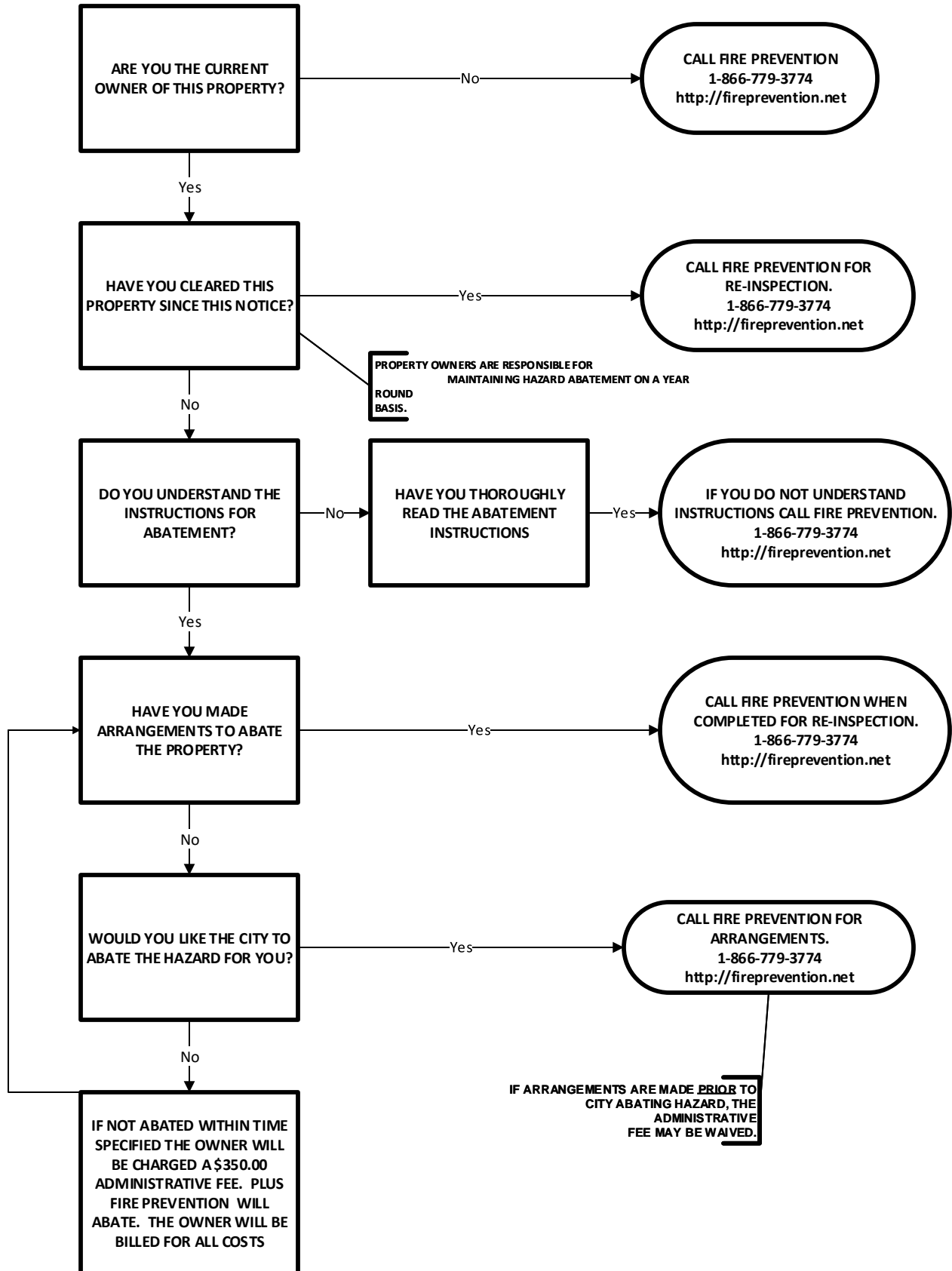
The appeal shall be in writing and filed with the City Clerk. (NCCM 1.36.050)

***Fire Prevention Services, Inc. is under contract with the City of National City.

Photo	Details
	<p>Title: Initial Inspection</p> <p>Date: Jul 11, 2022 10:48</p> <p>Uploaded by: Gary George</p>
	<p>Title: Initial Inspection</p> <p>Date: Jul 11, 2022 10:48</p> <p>Uploaded by: Gary George</p>

NATIONAL CITY FIRE DEPARTMENT

COMMON QUESTIONS AND ANSWERS



CITY OF NATIONAL CITY

SCHEDULE OF FEES

1.	<u>Tractor Mowing</u>		
	A.	per parcel, sized 1 to 7,500 square feet	\$250.00
	B.	per parcel, sized 7,501 to 15,000 square feet	\$325.00
	C.	per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00
	D.	per parcel, sized 30,001 square feet to one acre	\$450.00
	E.	Per square foot over one acre	\$ 00.02
2.	<u>Hand Labor</u>		
	A.	per square foot of area abated	\$ 00.10
3.	<u>Dozer Operation</u>		
	A.	hourly rate	\$150.00
	B.	move-on fee	\$150.00
4.	<u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)		
	A.	per cubic yard of material prior to chipping, and or compacting	\$ 38.00
	B.	dump fees	(reimbursement of cost)
5.	<u>Administrative Fee</u> (failure to comply with final notice)		
	A.	per parcel	\$350.00
6.	<u>Attorney Services</u>		
	A.	per parcel, per hour	\$200.00
7.	<u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)		
	A.	Cost confirmations fee, per parcel	\$275.00
8.	<u>Miscellaneous Fees</u>		
	A.	special inspection fee	\$ 50.00
	B.	abatement lien	\$ 50.00C.In-
		terest on lien (apr)	10%
	D.	release of abatement lien	\$ 50.00
	E.	public notary	\$ 20.00
	F.	File duplication fee	\$ 50.00
	G.	Unscheduled Labor per man hour	\$ 50.00
	H.	unscheduled fees	(reimbursement of cost)

HAZARD REDUCTION AND CLEARANCE STANDARDS FOR
THE CITY OF NATIONAL CITY

- 1) All trash, rubbish, debris, cuttings and or combustible materials must be removed from the property and properly disposed of.
- 2) Properties 2 (two) acre and less- Clear the entire property of all weeds, dead vegetation, and debris. Also all rubbish and discarded combustible material must be removed from the property.
- 3) Mature trees must be trimmed to six (6) feet above the ground.
- 4) Remove all vegetation existing within 10 feet of a chimney.
- 5) Vacant properties over 2 acres-Fifty (50) feet break at the property lines abutting the improved properties. Distance shall be measured in a horizontal plane.
- 6) Improved properties over 2 (two) acres-One hundred (100) feet at the top of hill (inclines).
- 7) Roadways and or driveways shall be cleared to at least the width of the roadway plus ten (10) feet on each side, and to a height of thirteen and one-half (13 1/2')feet above the road surface.

CITY OF NATIONAL CITY FIRE DEPARTMENT
1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596
FINAL NOTICE TO ABATE PUBLIC NUISANCE

Owner: Sostre Ryan J & Aranyaka DL
2132 Euclid Ave
National City, CA 91950
Case #: NC-22-50

Date: 07/12/2022

Parcel Number: 5614002600

Location of Public Nuisance: **2132 Euclid Ave, San Diego, CA, 91950**

Instructions for Abatement: **Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys).**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within ten (10) days of 07/12/2022**. **Your failure to comply with this order will result in the City having your property cleaned by the City's contractor at **your** expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

"NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

National City Municipal Code 9.12.010 Public Nuisance Declared--In General

Any of the following conditions are hereby declared to constitute a public nuisance:

- A. When the Fire Chief or his/her designee determines that there exists in any building or on any premises combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors or windows that reasonably tend to interfere with the operations of the fire department or the egress of the occupants of such building or premises; or finds that the effectiveness of any exit door, attic separation or any fire separation wall is reduced; or finds that any provision of the Uniform Fire Code is being violated.
- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

National City Municipal Code 9.12.020 Public Nuisance Declared--Weeds and Other Flammable Materials

All weeds, growing or located upon streets, sidewalks or private property are hereby declared to be a public nuisance. For the purposes of this chapter, "weeds" shall include the following:

- A. Weeds which bear seeds of a downy or wingy nature.
- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace the the public health.
- E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.

National City Municipal Code 1.36.010 Public Nuisance Defined

"Public Nuisance" means any condition defined or declared to be a public nuisance in any section of this code, and/or and condition caused, maintained or permitted to exist which constitutes a threat to the public's health, safety and welfare or which significantly obstructs, injures or interferes with the reasonable of free use of property in a neighborhood, community or to any considerable number of persons. A public nuisance also has the same meaning as set forth in California Civil Code Section 3479.

National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 1-866-779-3774

Si usted tiene alguna pregunta, por favor llame al numero: 1-866-779-3774

Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

Sincerely yours in public safety,

1-866-779-3774 ext. 307 or <http://fireprevention.net>



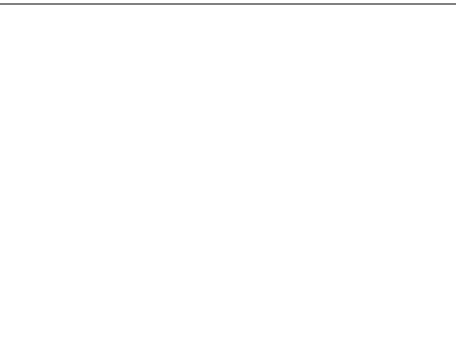
Fire Prevention Services***

**You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice.

The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050)

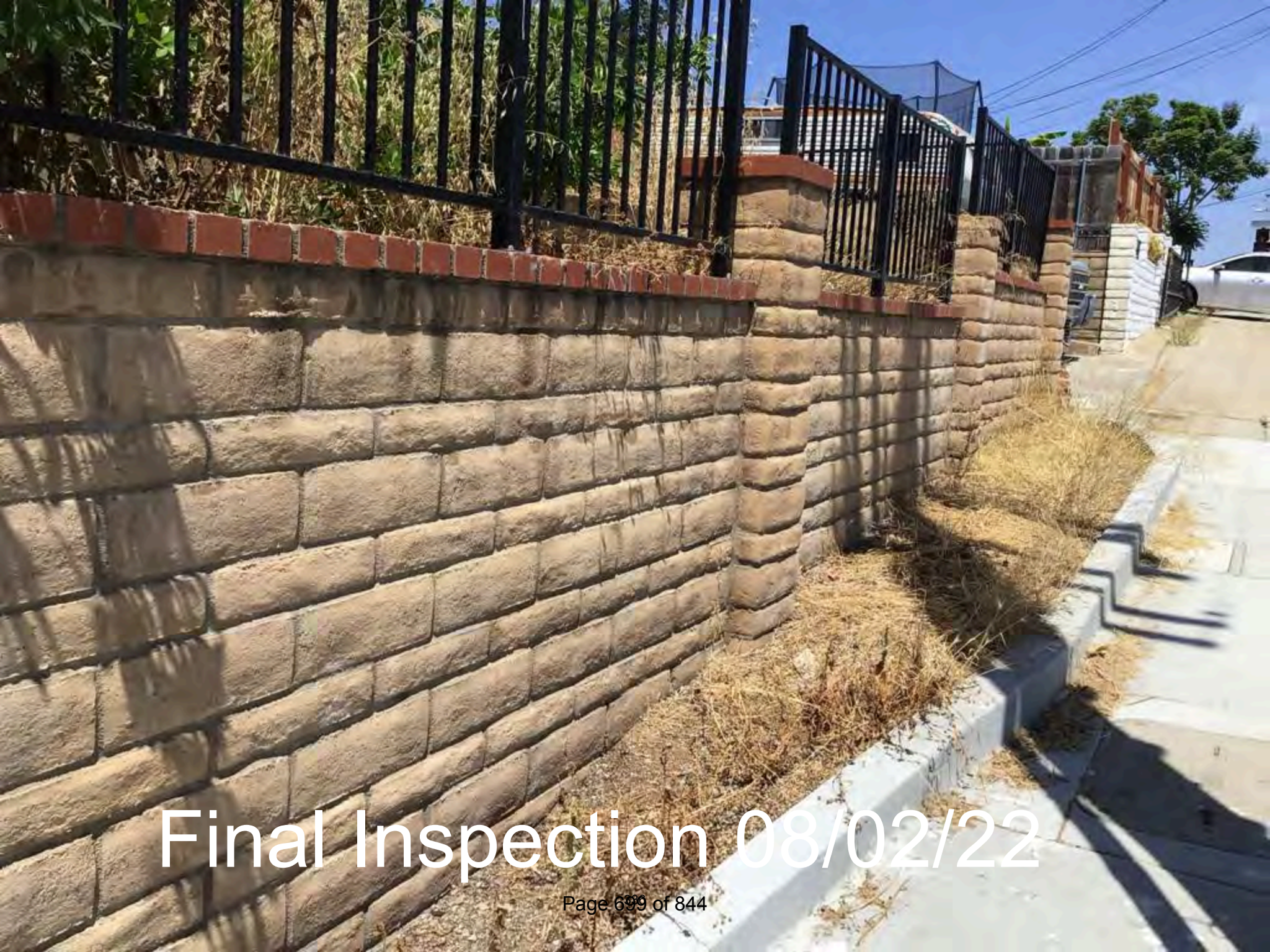
***Fire Prevention Services, Inc. is under contract with the City of National City.

rev. 03/27/06, 04/24/06, 06/21/06, 3/1/2022

Photo	Details
	<p>Title: Initial Inspection Date: Jul 11, 2022 10:48 Uploaded by: Gary George</p>
	<p>Title: Initial Inspection Date: Jul 11, 2022 10:48 Uploaded by: Gary George</p>
	



Final Inspection 08/02/22



Final Inspection 08/02/22



Final Inspection 08/02/22



Final Inspection 08/02/22

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$ _____
- Return Receipt (electronic) \$ _____
- Certified Mail Restricted Delivery \$ _____
- Adult Signature Required \$ _____
- Adult Signature Restricted Delivery \$ _____

Postage

Total Postage and Fees



Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

Sastre Ryan J. Aranyka DUNC-22-50
 2132 Euclid Ave.
 National City, CA 91950

7202 2722 0000 0525 659E

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

Sostre Ryan J & Aranyaka DL
2132 Euclid Ave.
National City, CA. 91950



9590 9402 7085 1251 0295 65

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery

- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

2. Article Number (Transfer from service label)

7021 2720 0000 5250 3859

Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

NC-22-50

Domestic Return Receipt

CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd., National City, CA 91950-4596

WORK ORDER AUTHORIZATION

Authorization # NC-22-50

Owner: Susire Ryan J & Aranyaka DL

Address: Susire Ryan J & Aranyaka DL
2132 Euclid Ave
National City, CA 91950

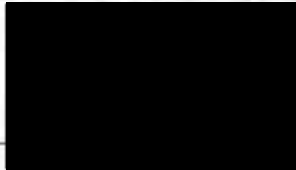
Parcel #5614002600

Job location: 2132 Euclid Ave.

Authorized by: _____

R. Seew

Signature: _____



Date: _____

9-7-22

WHEN SIGNED THIS DOCUMENT ALLOWS RIGHT OF PASSAGE ONTO PRIVATE PROPERTY FOR THE PURPOSE OF FIRE HAZARD / PUBLIC NUISANCE REDUCTION OR REMOVAL.

METHOD OF CLEARING

Circle One: Entire Parcel Fire Break	
Hand Cutting: _____ sq. ft.	Hauling: _____ cu. yds.
Tractor Mowing: _____ sq. ft.	Discing: _____ sq. ft.

CREW INFORMATION

Crew	Date
Name: _____	_____
Name: _____	_____
Name: _____	_____
Name: _____	_____
Name: _____	_____

Notes: Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys).

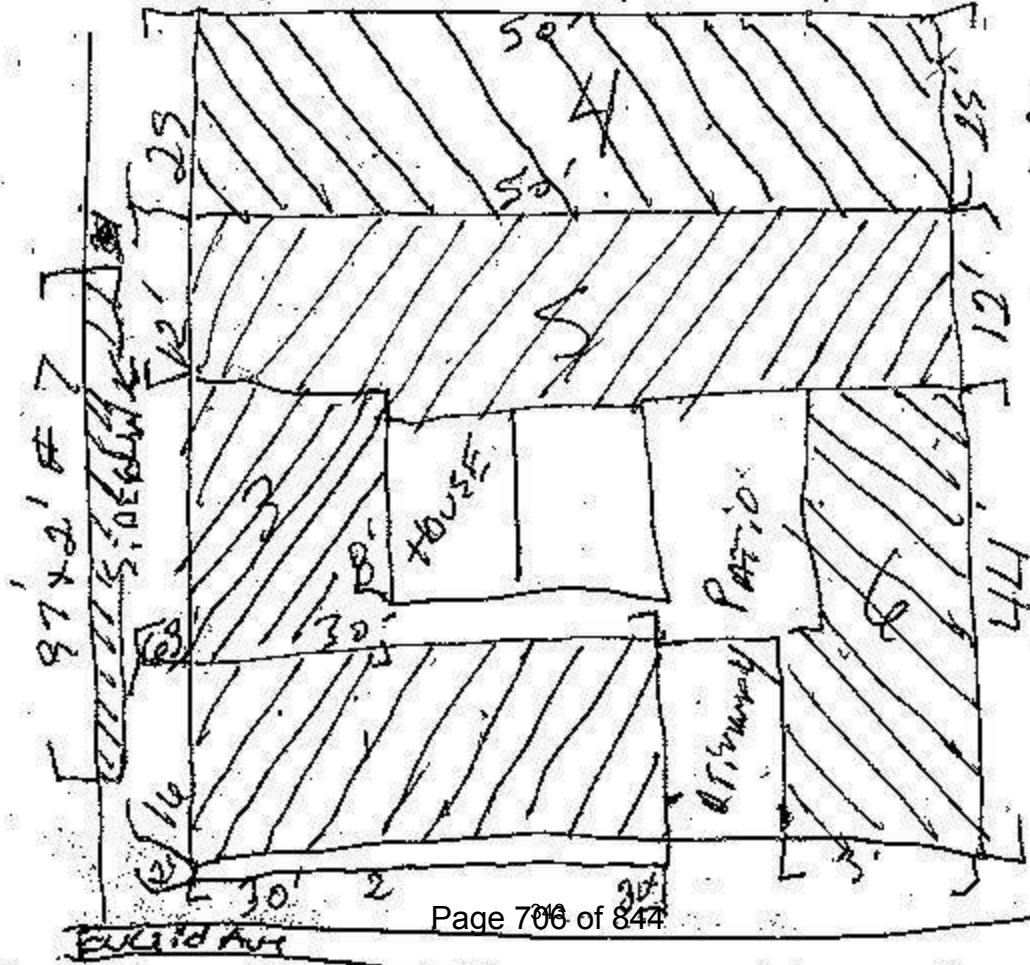
Hand Sq. Ft.: 4,630

Tractor Sq. Ft.: _____

Total Removal Cu. Yds.: _____

Dump ticket: _____

Dump Charge: _____



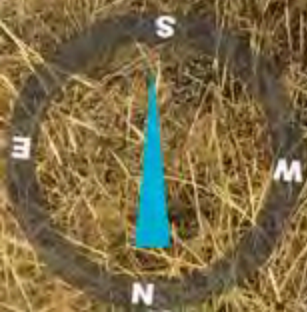
1. 63 x 30 = 1890
2. 2 x 30 = 60
3. 8 x 63 = 504
4. 50 x 25 = 1250
5. 12 x 50 = 600
6. 3' x 44 = 132
7. 37' x 2 = 74

Euclid Ave

Sep 14, 2022 at 8:09:37 AM
+32.670729,-117.077902
175° S
2132 Euclid Ave
National City CA 91950
United States



Before 09/14/22

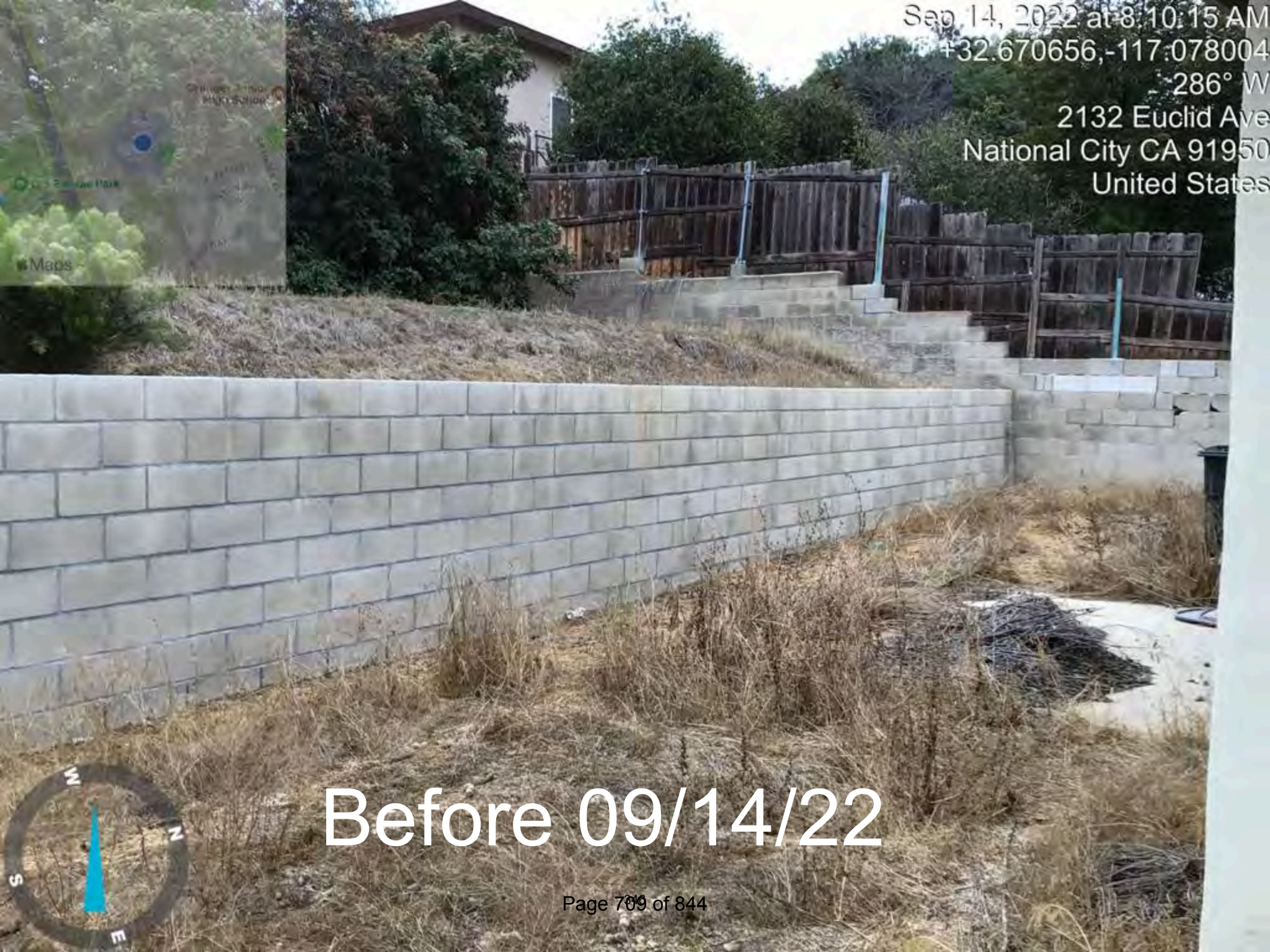


Sep 14, 2022 at 8:09:56 AM
+32.670729,-117.077902
226° SW
2132 Euclid Ave
National City CA 91950
United States

Before 09/14/22



Sep 14, 2022 at 8:10:15 AM
+32.670656,-117.078004
-286° W
2132 Euclid Ave
National City CA 91950
United States



Before 09/14/22



Sep 14, 2022 at 8:10:29 AM

+32.670662,-117.078133

63° NE

2132 Euclid Ave

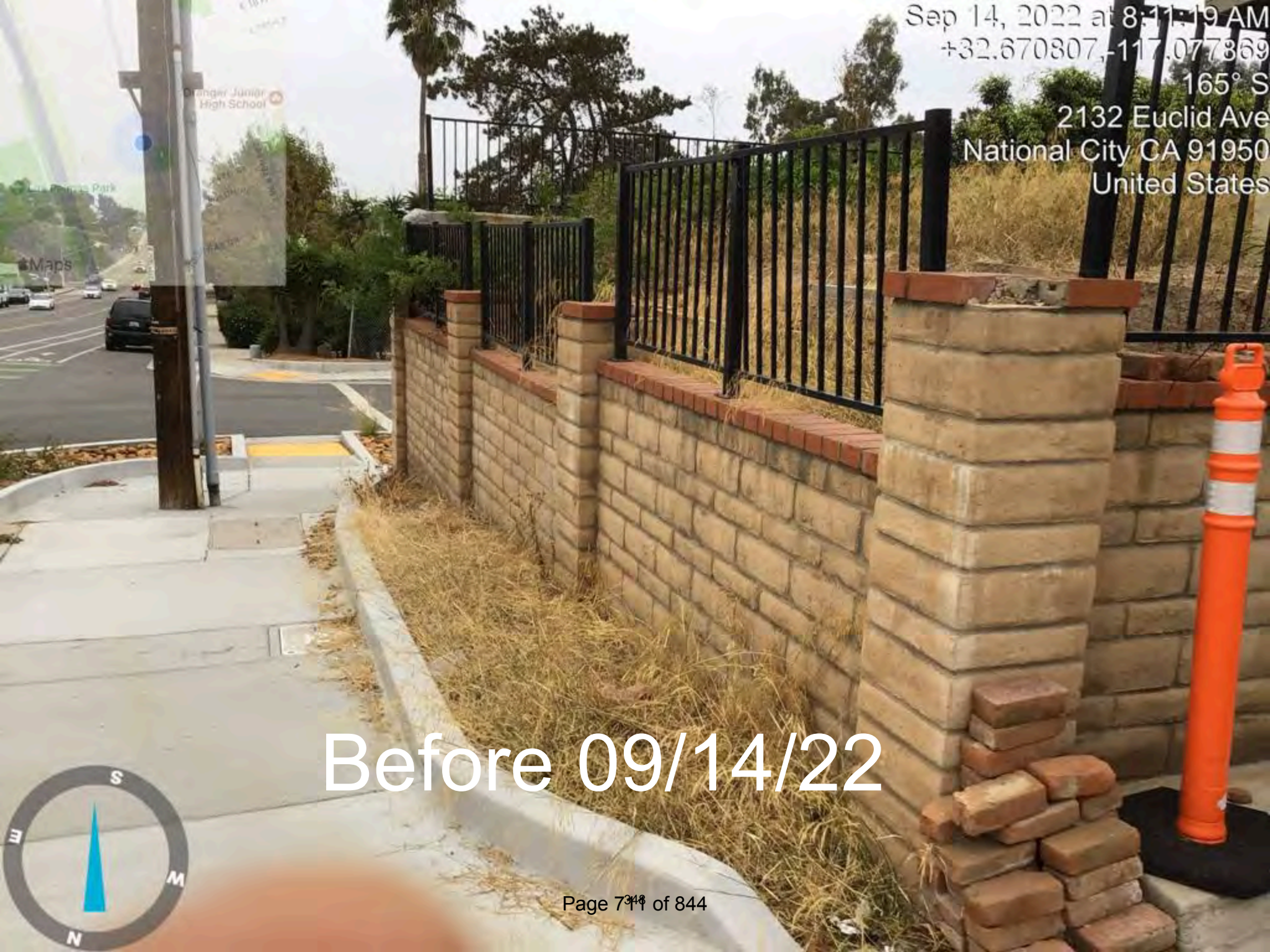
National City CA 91950

United States



Before 09/14/22

Sep 14, 2022 at 8:11:19 AM
+32.670807,-117.077869
165° S
2132 Euclid Ave
National City CA 91950
United States



Before 09/14/22



Sep 14, 2022 at 9:02:00 AM
+32.670735,-117.077703
227° SW
2132 Euclid Ave
National City CA 91950
United States



After 09/14/22

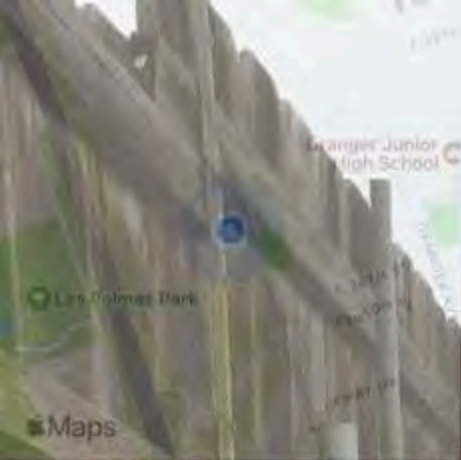
Sep 14, 2022 at 9:03:32 AM
+32.670680,-117.077894
228° SW
2132 Euclid Ave
National City CA 91950
United States



After 09/14/22



Sep 14, 2022 at 9:04:06 AM
+32.670703,-117.078132
70° E
2132 Euclid Ave
National City CA 91950
United States



After 09/14/22



Sep 14, 2022 at 9:04:23 AM
+32.670703,-117.078132
177° S
2132 Euclid Ave
National City CA 91950
United States



After 09/14/22



Fire Prevention Services, Inc.
P.O. Box 1720 : El Cajon, CA 92022-1720
(619) 562-1058 : fax (619) 445-6336
<http://fireprevention.net>

Case #NC-22-50 APN: 5614002600
Sostre Ryan J & Aranyaka DL
2132 Euclid Ave
National City, CA 91950

09/22/2022

Location: 2132 Euclid Avenue, National City, CA, 91950

Dear Sostre Ryan J & Aranyaka DL,

This letter is to inform you that the **Public Nuisance** on the above referenced property has been abated pursuant to prior Notice to Abate and order of the City of National City.

Fire Prevention Services has been contracted by the City of National City to help reduce Public Nuisances and potential fire violations thus improving the safety of its citizens.

The abatement of the Violation on your property was performed as mandated per National City Municipal Code Chapter 1.36. The charges thus far total \$813.00. You will incur no further costs if this amount is paid within fifteen (15) days of this notice.

Please make check payable to **F.P.S.I.** and please include the Case #**NC-22-50** on the check.

If you have any questions please call us direct at **(619) 562-1058**.

Sincerely,

Fire Prevention Services, Inc.
<http://fireprevention.net>

rev.3/1/2022

NATIONAL CITY SCHEDULE OF FEES

		quantity	sub total
<u>Tractor Mowing</u>			
A. per parcel, sized 1 to 7,500 square feet	\$250.00	_____	_____
B. per parcel, sized 7,501 to 15,000 square feet	\$325.00	_____	_____
C. per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00	_____	_____
D. per parcel, sized 30,001 square feet to one acre	\$450.00	_____	_____
E. per square foot over one acre	\$00.02	_____ sq. ft.	_____
 <u>Hand Labor</u>			
A. per square foot of area abated	\$0.10	4,630 sq. Ft.	463.00
 <u>Dozer Operation</u>			
A. hourly rate	\$150.00	_____	_____
B. move-on fee	\$150.00	_____	_____
 <u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)			
A. per cubic yard of material prior to chipping, and or compacting	\$38.00	x _____ cu.yds =	_____
B. dump fees	(reimbursement of cost)	_____	_____
 <u>Administrative Fee</u> (failure to comply by deadline of notice)			
A. per parcel	\$350.00	1	\$350.00
 <u>Attorney Services</u>			
A. per parcel, per hour	\$200.00	_____	_____
 <u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)			
A. cost confirmation fee, per parcel	\$275.00	_____	_____
 <u>Miscellaneous Fees Per Parcel</u>			
A. special inspection fee	\$50.00	_____	_____
B. abatement lien	\$50.00	_____	_____
C. Interest on lien (apr)	10%	_____	_____
D. release of abatement lien	\$50.00	_____	_____
E. public notary	\$20.00	_____	_____
F. file duplication fee	\$50.00	_____	_____
G. unscheduled Labor per man hour	\$50.00	_____	_____
H. unscheduled fees	(reimbursement of cost)	_____	_____
FILE # <u>nc-22-50</u>	APN # <u>561-400-26-00</u>	TOTAL	\$813.00

Fire Prevention Services, Inc.
P.O. Box 1720 : El Cajon, CA 92022-1720
(619) 562-1058 : fax (619) 445-6336
<http://fireprevention.net>

FINAL BILL

Case #NC-22-50 APN: 5614002600
Sostre Ryan J & Aranyaka DL
2132 Euclid Ave
National City, CA 91950

10/18/2022

Location: 2132 Euclid Avenue, National City, CA, 91950

Dear Sostre Ryan J & Aranyaka DL,

You have failed to pay the bill dated , to date we have not received payment.

If we do not receive payment within 10 days in the amount of \$813.00 we will be forced to bring appropriate action to collect these monies.

The further action will include the filing of an abatement lien on the property in question, as well as the forwarding to our collection agency. Under state and local law the costs of these actions will be added to the amount referenced above.

To avoid this action, please pay now.

Make check payable to **F.P.S.I.** and please include the Case #**NC-22-50** on the check.

If you have any questions please call us direct at **(619) 562-1058**.

Sincerely,

Fire Prevention Services, Inc.
<http://fireprevention.net>

rev.11/11/2021, rev. 3/1/2022

RECORDING REQUESTED BY
Fire Prevention Services, Inc.
PO Box 1729
E1 Cajon, CA 92022-1729
(619) 562-1058 Fax (619) 445-6336

AND WHEN RECORDED MAIL TO
Fire Prevention Services, Inc.
PO Box 1729
E1 Cajon, CA 92022-1729

For Payoff / Demand please submit to: payoff@fireprevention.net or fax 619-445-6336

NOTICE OF ABATEMENT

**TO THE CURRENT OWNER OF RECORD AND ANY FUTURE OWNERS/PURCHASERS OF THE
HEREIN DESCRIBED PROPERTY**

WHEREAS It was determined that a violation of National City Municipal Code Chapter 1.36 did exist, and

WHEREAS such violation was ordered abated, and *ON 6-7-2022*

WHEREAS representatives of the City of National City abated the violation (s), and *ON 9-14-2022*

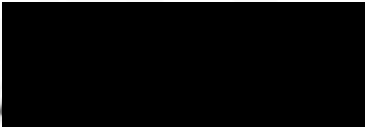
WHEREAS the charge for such abatement amounted to \$883.00;

THEREFORE be it known that an abatement obligation exists on the property regardless of owner until paid. The current owner of the property is Sostre Ryan J & Aranyaka DLat 2132 Euclid Ave, National City, CA, 91950 described as follows:

APN # 5614002600 CASE # NC-22-50
ADDRESS: 2132 Euclid Avenue, National City, CA, 91950
LEGAL DESCRIPTION:

This abatement obligation shall attach to the property, not the owner, and may not be extinguished by a tax sale under the California Revenue and Taxation Code Section 3712. After confirmation by the City it may become a special assessment on the property tax bill. If not paid pursuant to State Law and State Tax Lien Law, the property may be sold to satisfy that obligation. The amount of such claim shall be \$883.00 plus interest and other costs which may hereafter become due. This filing does not preclude the filing of legal action for collection. Should such actions be required or determined to be appropriate, reasonable legal fees will be incurred and added to said obligation.

DATED: 11/29/2022

BY: 
Ken Osborn, Fire Prevention Services, Inc.
Designer for City of National City

Certificate Of Acknowledgment

A notary public or other officer completing this certificate certifies that the identity of the individual who signed the document, in which this certificate is attached, and the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)

On 11/29/2022 before me, Carol A. Martinelli, Notary Public, personally appeared Ken Osborn, 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.



(Seal)

7
28

DOC# 2022-0482142



Dec 29, 2022 01:51 PM
OFFICIAL RECORDS
Ernest J. Drönenburg, Jr.
SAN DIEGO COUNTY RECORDER
FEES: \$0.00 (SB2 Atkins: \$0.00)

PAGES: 2

Recording Requested by (name):
Fire Prevention Services
When recorded mail to:
Fire Prevention Services
PO Box 1720
El Cajon, CA 92022-1720

Recorder's Use Only

NOTICE OF ABATEMENT

Title of Document

Commencing January 1, 2018, and except as provided in paragraph (2) GC 27388.1, in addition to any other recording fees specified in this code, a fee of seventy-five dollars (\$75) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225). "Real estate instrument, paper, or notice" means a document relating to real property, including, but not limited to, the following: deed, grant deed, trustee's deed, deed of trust, reconveyance, quit claim deed, fictitious deed of trust, assignment of deed of trust, request for notice of default, abstract of judgment, subordination agreement, declaration of homestead, abandonment of homestead, notice of default, release or discharge, easement, notice of trustee sale, notice of completion, UCC financing statement, mechanic's lien, maps, and covenants, conditions, and restrictions. Pursuant to GC section 27388.1 (2) the fee described in paragraph (1) shall not be imposed on any of the following documents:

Reason for Exemption:

- Any real estate instrument, paper, or notice recorded in connection with a transfer subject to the imposition of a documentary transfer tax as defined in Section 11911 of the Revenue and Taxation Code.
- Any real estate instrument, paper, or notice recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier.
- Any real estate instrument, paper, or notice executed or recorded by the federal government in accordance with the Uniform Federal Lien Registration Act (Title 7 commencing with Section 2100) of Part 4 of the Code of Civil Procedure.
- Any real estate instrument, paper, or notice executed or recorded by the state or any county, municipality, or other political subdivision of the state.
- Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225.00 reached.
- Exempt from fee per GC 27388.1 (a) (1); not related to real property.

I hereby declare under Penalty of Perjury that the information provided above is true and correct.

Executed this 29 day of November, 2022 at El Cajon, CA

Ken Osborn
PRINT NAME

COMPLETE Documentary Transfer Tax Declaration ONLY when document is transferring title.

Documentary Transfer Tax: \$ _____ If exempt/enter R&T code: _____

- Computed on full value of the property conveyed.
- Computed on full value less liens & encumbrances remaining thereon at time of sale.
- Unincorporated Area City of _____

Signature of declarant or agent determining tax

SUMMARY REPORT FOR APN 562-190-02-00-a

12/13/21 Initial inspection was made, property was found to be in violation.

12/16/21 Mailed 30 day courtesy notice to the owner.

01/18/22 Re-inspection was made, property was found to be in violation.

01/18/22 Posted property.

01/18/22 Mailed 10 day final notice to the owner, certified mail.

01/25/22 Received signed certified return receipt.

01/31/22 Final inspection was made, property was found to be in violation.

01/31/22 Verified ownership information with County of San Diego.

02/02/22 Work order authorization signed by District Official.

02/04/22 F.P.S.I. crews abated the property.

02/14/22 Certified notice returned "not deliverable as addressed".

02/28/22 The owner was mailed a bill at the contracted rates.

04/14/22 The owner was mailed a final bill.

04/27/22 A Notice of Abatement was filed on the property.

05/26/23 The list of Fixed Charge Special Assessments [EXHIBIT "A"] and the City Clerk's "NOTICE OF PUBLIC CONFIRMATION OF COSTS HEARING" was served upon the property owner by means of Regular Mail, Certified Mail and Posting upon the property.

CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596

NOTICE TO ABATE PUBLIC NUISANCE

Owner: Terra Co
Address: 3430 Tully Road 20-108
Modesto, CA 95350

Parcel Number: 562 190 02 00
Date: 12/16/2021

COPY

Location of Public Nuisance: 207 E 30th St

Instructions for Abatement: **Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys) (weeds along sidewalk)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within thirty (30) days of 12/16/2021**. **Your failure to comply with this order will result in the City having your property cleaned by the City's contractor at **your** expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

"NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

National City Municipal Code 9.12.010 Public Nuisance Declared--In General

Any of the following conditions are hereby declared to constitute a public nuisance:

- A. When the Fire Chief or his/her designee determines that there exists in any building or on any premises combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors or windows that reasonably tend to interfere with the operations of the fire department or the egress of the occupants of such building or premises; or finds that the effectiveness of any exit door, attic separation or any fire separation wall is reduced; or finds that any provision of the Uniform Fire Code is being violated.
- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

National City Municipal Code 9.12.020 Public Nuisance Declared--Weeds and Other Flammable Materials

All weeds, growing or located upon streets, sidewalks or private property are hereby declared to be a public nuisance. For the purposes of this chapter, "weeds" shall include the following:

- A. Weeds which bear seeds of a downy or wingy nature.
- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health.
- E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.

National City Municipal Code 1.36.010 Public Nuisance Defined

"Public Nuisance" means any condition defined or declared to be a public nuisance in any section of this code, and/or and condition caused, maintained or permitted to exist which constitutes a threat to the public's health, safety and welfare or which significantly obstructs, injures or interferes with the reasonable of free use of property in a neighborhood, community or to any considerable number of persons. A public nuisance also has the same meaning as set forth in California Civil Code Section 3479.

National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 1-866-779-3774
Si usted tiene alguna pregunta, por favor llame al numero: 1-866-779-3774
Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

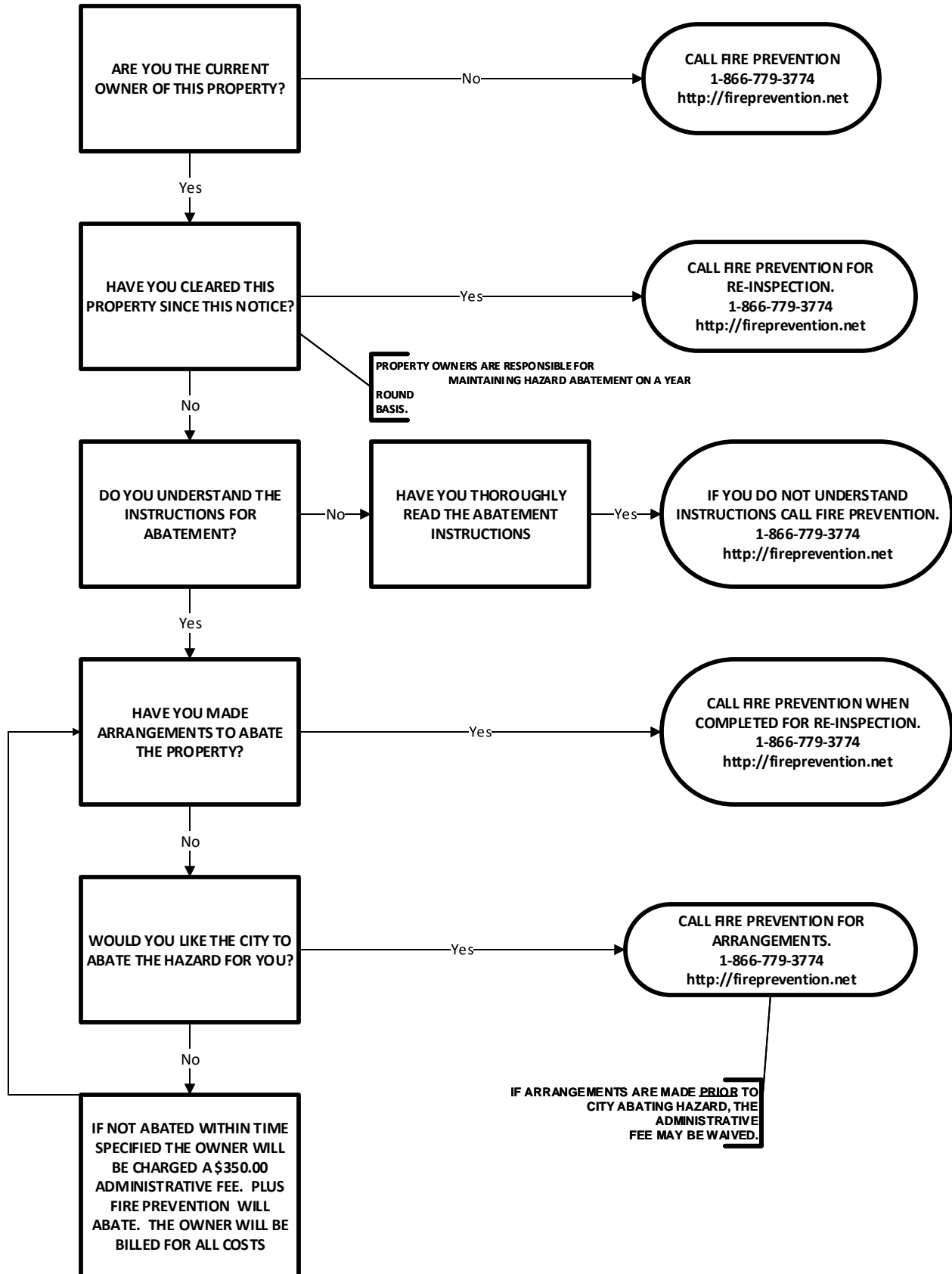
Sincerely yours in public safety,

1-866-779-3774 ext. 307 or <http://fireprevention.net>

**You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice. The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050)
***Fire Prevention Services, Inc. is under contract with the City of National City

NATIONAL CITY FIRE DEPARTMENT

COMMON QUESTIONS AND ANSWERS



CITY OF NATIONAL CITY

SCHEDULE OF FEES

1.	<u>Tractor Mowing</u>		
	A.	per parcel, sized 1 to 7,500 square feet	\$250.00
	B.	per parcel, sized 7,501 to 15,000 square feet	\$325.00
	C.	per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00
	D.	per parcel, sized 30,001 square feet to one acre	\$450.00
	E.	Per square foot over one acre	\$ 00.02
2.	<u>Hand Labor</u>		
	A.	per square foot of area abated	\$ 00.10
3.	<u>Dozer Operation</u>		
	A.	hourly rate	\$150.00
	B.	move-on fee	\$150.00
4.	<u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)		
	A.	per cubic yard of material prior to chipping, and or compacting	\$ 38.00
	B.	dump fees	(reimbursement of cost)
5.	<u>Administrative Fee</u> (failure to comply with final notice)		
	A.	per parcel	\$350.00
6.	<u>Attorney Services</u>		
	A.	per parcel, per hour	\$200.00
7.	<u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)		
	A.	Cost confirmations fee, per parcel	\$275.00
8.	<u>Miscellaneous Fees</u>		
	A.	special inspection fee	\$ 50.00
	B.	abatement lien	\$ 50.00C.In-
		terest on lien (apr)	10%
	D.	release of abatement lien	\$ 50.00
	E.	public notary	\$ 20.00
	F.	File duplication fee	\$ 50.00
	G.	Unscheduled Labor per man hour	\$ 50.00
	H.	unscheduled fees	(reimbursement of cost)

HAZARD REDUCTION AND CLEARANCE STANDARDS FOR
THE CITY OF NATIONAL CITY

- 1) All trash, rubbish, debris, cuttings and or combustible materials must be removed from the property and properly disposed of.

- 2) Properties 2 (two) acre and less- Clear the entire property of all weeds, dead vegetation, and debris. Also all rubbish and discarded combustible material must be removed from the property.

- 3) Mature trees must be trimmed to six (6) feet above the ground.

- 4) Remove all vegetation existing within 10 feet of a chimney.

- 5) Vacant properties over 2 acres-Fifty (50) feet break at the property lines abutting the improved properties. Distance shall be measured in a horizontal plane.

- 6) Improved properties over 2 (two) acres-One hundred (100) feet at the top of hill (inclines).

- 7) Roadways and or driveways shall be cleared to at least the width of the roadway plus ten (10) feet on each side, and to a height of thirteen and one-half (13 1/2')feet above the road surface.

**NOTICE TO
ABATE
PUBLIC
NUISANCE**

Notice to Abate Public Nuisance
This notice is given to you because the City of... has determined that there is a public nuisance on your property...
You are hereby notified that you must take action to abate the nuisance within the time specified in this notice...
If you fail to do so, the City may take action to abate the nuisance on your behalf...
For more information, please contact the City of... at...

Re-Inspection 01/18/22



Re-Inspection 01/18/22



Re-Inspection 01/18/22



Re-Inspection 01/18/22



Re-Inspection 01/18/22



Re-Inspection 01/18/22



CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd : NATIONAL CITY, CA. 91950-4596

FINAL NOTICE TO ABATE PUBLIC NUISANCE

Owner: Terra Co
Address: 3430 Tully Road 20-108
Modesto, CA 95350

Parcel Number: 562 190 02 00
Date: 1/18/2022

COPY

Location of Public Nuisance: 207 E 30th St

Instructions for Abatement: **Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys) (weeds along sidewalk)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within ten (10) days of 1/18/2022**. **Your failure to comply with this order will result in you being charged the administrative fee and the City having your property cleaned by the City's contractor at **your** expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) feet from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

"NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

National City Municipal Code 9.12.010 Public Nuisance Declared--In General

Any of the following conditions are hereby declared to constitute a public nuisance:

- A. When the Fire Chief or his/her designee determines that there exists in any building or on any premises combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors or windows that reasonably tend to interfere with the operations of the fire department or the egress of the occupants of such building of premises; or finds that the effectiveness of any exit door, attic separation or any fire separation wall is reduced; or finds that any provision of the Uniform Fire Code is being violated.
- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

National City Municipal Code 9.12.020 Public Nuisance Declared--Weeds and Other Flammable Materials

All weeds, growing or located upon streets, sidewalks or private property are hereby declared to be a public nuisance. For the purposes of this chapter, "weeds" shall include the following:

- A. Weeds which bear seeds of a downy or wingy nature.
- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health.
- E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.

National City Municipal Code 1.36.010 Public Nuisance Defined

"Public Nuisance" means any condition defined or declared to be a public nuisance in any section of this code, and/or and condition caused, maintained or permitted to exist which constitutes a threat to the public's health, safety and welfare or which significantly obstructs, injures or interferes with the reasonable of free use of property in a neighborhood, community or to any considerable number of persons. A public nuisance also has the same meaning as set forth in California Civil Code Section 3479.

National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 1-866-779-3774

Si usted tiene alguna pregunta, por favor llame al numero: 1-866-779-3774

Sa anumang katanungan, tumawag lang po sa numerong ito: 1-866-779-3774

Sincerely yours in public safety,

notice. 1-866-779-3774 ext. 307 or <http://fireprevention.net>

**You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice. The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050)

***Fire Prevention Services, Inc. is under contract with the City of National City.

Fire Prevention Services***



Final Inspection 01/31/22



Final Inspection 01/31/22



Final Inspection 01/31/22



Final Inspection 01/31/22



Final Inspection 01/31/22



Inspection 02/02/22



Inspection 02/02/22



Inspection 02/02/22

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

562 190 02 00 NC
 Terra Co
 3430 Tully Road 20-108
 Modesto CA 95350



9590 9402 6913 1104 2397 80

2. Article Number (Transfer from service label)

7020 0640 0002 0681 8060

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery
 1/21/22

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

7020 0640 0002 0681 8060

**U.S. Postal Service™
 CERTIFIED MAIL® RECEIPT
 Domestic Mail Only**

For delivery information, visit our website at www.usps.com™

Modesto CA 95350

Certified Mail Fee	\$3.75
Extra Services & Fees (check box, add fee as appropriate)	\$4.05
<input type="checkbox"/> Return Receipt (hardcopy)	\$11.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.58

Total Post \$47.38
 562 190 02 00

Sent To Terra Co
 Street an 3430 Tully Road 20-108
 City, State Modesto CA 95350



01/18/2022

NC

CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596

WORK ORDER AUTHORIZATION

Authorization # 7652

Owner: Terra Co
Address: 3430 Tully Road 20-108
Modesto, CA 95350

Parcel #562 190 02 00 Job location: 207 E 30th St

Authorized by: _____

R. DREW

Signature: _____

Date: 2-2-22

WHEN SIGNED THIS DOCUMENT ALLOWS RIGHT OF PASSAGE ONTO PRIVATE PROPERTY FOR THE PURPOSE OF FIRE VIOLATION / PUBLIC NUISANCE REDUCTION OR REMOVAL.

METHOD OF CLEARING

	Entire Parcel	Fire Break
Hand Cutting:	_____ sq. ft.	Removal: _____ cu. yds.
Tractor Mowing:	_____ sq. ft.	Discing: _____ sq. ft.

CREW INFORMATION

<u>Crew</u>	<u>Date</u>
Type: _____	_____
Type: _____	_____
Type: _____	_____
Type: _____	_____

Notes: Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All p of dead vegetation and debris must be removed from the property. (Please maintain any and all grass below 3 inches year round)(This includes along sidewalks and alleys) (weeds along sidewalk)

Work space for diagrams and amount of work done

and Sq. Ft.: 4,450

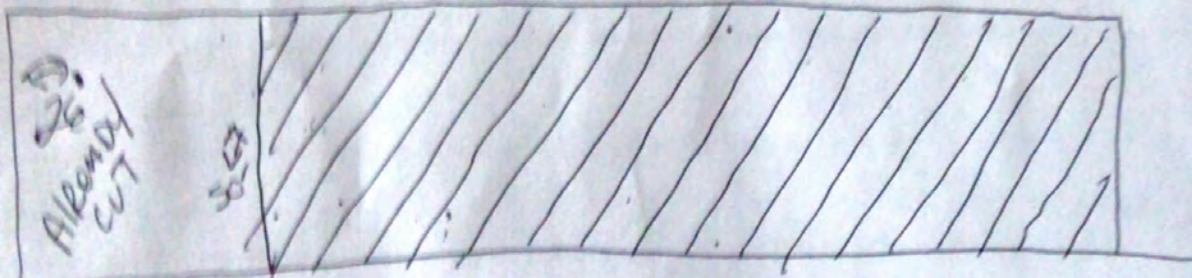
Tractor Sq. Ft.: _____

Total Removal Cu. Yds.: _____

Dump ticket: _____

Dump Charge: _____

↔ 89'



26
Almond
cut

30'

30 TH ST



Before 02/04/22



After 02/04/22

Fire Prevention Services, Inc.

P.O. Box 1720 : El Cajon, CA 92022-1720

(619) 562-1058 : fax (619) 445-6336

<http://fireprevention.net>

2/28/2022

Terra Co
3430 Tully Road 20-108
Modesto, CA 95350

COPY

Parcel # 562 190 02 00
Location: 207 E 30th St
-

Dear Terra Co,

This letter is to inform you that the **Public Nuisance** on the above referenced property was abated pursuant to a prior Notice to Abate and order of the City of National City.

Fire Prevention Services was contracted by the City of National City to help reduce Public Nuisances and potential fire violations thus improving the safety of its citizens.

The abatement work on your property was performed as mandated by The National City Municipal Code Chapter I.36. The charges thus far total \$795.00. You will incur no further costs if this amount is paid within fifteen (15) days of the date of this notice.

Failure to pay this bill may result in the filing of an abatement lien upon your property.

Please make your check payable to Fire Prevention Services and include the Parcel # 562 190 02 00 on the check.

If you have any questions please call us direct at (619) 562-1058.

Sincerely,

Fire Prevention Services, Inc.
rev.05/19/06

NATIONAL CITY SCHEDULE OF FEES

Tractor Mowing

		quantity	sub total
A. per parcel, sized 1 to 7,500 square feet	\$250.00	_____	_____
B. per parcel, sized 7,501 to 15,000 square feet	\$325.00	_____	_____
C. per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00	_____	_____
D. per parcel, sized 30,001 square feet to one acre	\$450.00	_____	_____
E. per square foot over one acre	\$00.02	_____ sq. ft.	_____

Hand Labor

A. per square foot of area abated	\$0.10	4,450 sq. Ft.	445.00
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COPY

Dozer Operation

A. hourly rate	\$150.00	_____	_____
B. move-on fee	\$150.00	_____	_____

Debris Remediation (includes chipping, grinding, and/or shredding)

A. per cubic yard of material prior to chipping, and or compacting	\$38.00	X	_____ cu.yds =
B. dump fees	(reimbursement of cost)	_____	_____

Administrative Fee (failure to comply by deadline of notice)

A. per parcel	\$350.00	1	\$350.00
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Attorney Services

A. per parcel, per hour	\$200.00	_____	_____
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Assessment Fees (includes preparing reports, attending hearings, etc.)

A. cost confirmation fee, per parcel	\$275.00	_____	_____
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Miscellaneous Fees Per Parcel

A. special inspection fee	\$50.00	_____	_____
B. abatement lien	\$50.00	_____	_____
C. Interest on lien (apr)	10%	_____	_____
D. release of abatement lien	\$50.00	_____	_____
E. public notary	\$20.00	_____	_____
F. file duplication fee	\$50.00	_____	_____
G. unscheduled Labor per man hour	\$50.00	_____	_____
H. unscheduled fees	(reimbursement of cost)	_____	_____

FILE # 7652 APN # 562-190-02-00 TOTAL \$ 795.00

Fire Prevention Services, Inc.

P.O. Box 1720 : El Cajon, CA 92022-1720
(619) 562-1058 : fax (619) 445-6336

<http://fireprevention.net>

Final Bill

4/14/2022

Terra Co
3430 Tully Road 20-108
Modesto, CA 95350

Ref: Parcel # 562 190 02 00

COPY

Dear Terra Co,

This is a reminder of the letter we sent you on 2/28/2022 and we have not received payment in the amount of \$795.00

If we do not receive payment within 10 days we will be required to seek appropriate action to collect these monies.

This action may include filing an abatement lien on your property and forwarding this bill to our collection agency. Under state and local law, costs for such action will be added to your total amount. Please tender a check to us immediately to avoid any further action.

Make your check payable to **Fire Prevention Services, Inc.**, and include the Parcel # 562 190 02 00 on the check.

Should you need to discuss this matter you may contact us at **(619) 562-1058**.

Sincerely,

Fire Prevention Services, Inc.
rev.05/19/06

SUMMARY REPORT FOR APN 562-190-02-00-b

11/02/22 Initial inspection was made, property was found to be in violation.

11/09/22 Mailed 30 day courtesy notice to the owner.

12/14/22 Re-inspection was made, property was found to be in violation.

12/14/22 Posted property.

12/14/22 Verified ownership information with County of San Diego.

12/14/22 Mailed 10 day final notice to the owner, certified mail.

12/21/22 Received signed certified return receipt.

12/28/22 Final inspection was made, property was found to be in violation.

01/05/23 Work order authorization signed by District Official.

01/11/23 F.P.S.I. crews abated the property.

01/12/23 The owner was mailed a bill at the contracted rates.

01/30/23 The owner was mailed a final bill.

03/27/23 A Notice of Abatement was filed on the property.

05/26/23 The list of Fixed Charge Special Assessments [EXHIBIT "A"] and the City Clerk's "NOTICE OF PUBLIC CONFIRMATION OF COSTS HEARING" was served upon the property owner by means of Regular Mail, Certified Mail and Posting upon the property.



City of National City Fire Department

National City Municipal Code 9.12.010 and or 912.020



FIRE PREVENTION SERVICES INC.
Fire Prevention Services Inc., is a contracted agent for the
City of National City

Owner: TERRA CO
3430 Tully Rd # 20-108
MODESTO, CA 95350

Case #: NC-22-136

COPY

Date: 11/09/2022

Parcel Number: 5621900200

Location: 207 E 30Th St, NATIONAL CITY, CA, 91950

Why am I receiving this notification?

This notice is to inform you that weeds and or other material on your property violate the City of National City Municipal Code and constitute a public nuisance under National City Municipal section 9.12.101 and/or 912.020. You are receiving this notice because the most recent San Diego County property records show that you are the owner of the identified parcel (parcel number can be found above your name on this notice). If you do not own this property and have received this notice in error, please call Fire Prevention Services as soon as possible: 619-562-1058 ext. 304 or go to <http://fireprevention.net>. You may also contact the City of National City directly at (619) 336-4550.

- A. All weeds or dry grasses over (4") in height.
- B. Weeds which bear seeds of downy or wingy nature
- C. Sagebrush, chaparral, and other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent property
- D. Weeds which are noxious or dangerous
- E. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public
- F. Dry grass, stubble, brush, litter or other flammable material which endangers the public safety by creating a fire hazard in a portion a portion of the city which has been zoned for single and multiple residence purposes.

Instruction for Abatement

Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)

What do I need to do?

Within (30) days from the date on this notice, you must remove the vegetation or waste matter which is creating a nuisance. The work required to remove the fire hazard is described above. You may also go to the Fire Prevention Services website for additional information. If you have read the information on the Fire Prevention Services website and read the abatement instructions included with this Notice, but you remain unclear about what to do, please contact Fire Prevention Services or the National City Fire Department immediately. The City and Fire Prevention Services can work with you to establish a work plan and to adjust deadlines in consideration of the property-specific conditions

What happens if I do not clear my property within 30 days?

If you do not voluntarily clear the nuisance from your property within (30) days, you will be sent a final Notice, providing (10) days to abate the nuisance before the City initiates forced abatement procedures. If the City completes or causes another to complete the required work, you will be responsible for the cost incurred per City of National City Municipal Code section/s 9.12.010 and/or 912.020

Appeal Process

Within (10) days from the date of posting, mailing or personal service of the required notice the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 619-562-1058

Si usted tiene alguna pregunta, por favor llame al numero: 619-562-1058

Sa anumang katanungan, tumawag lang po sa numerong ito: 619-562-1058

Sincerely yours in public safety,

619-562-1058 ext. 307 or <http://fireprevention.net>

Fire Prevention Services***

***You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice.

The appeal shall be in writing and filed with the City Clerk. (NCCM 1.36.050)

***Fire Prevention Services, Inc. is under contract with the City of National City.

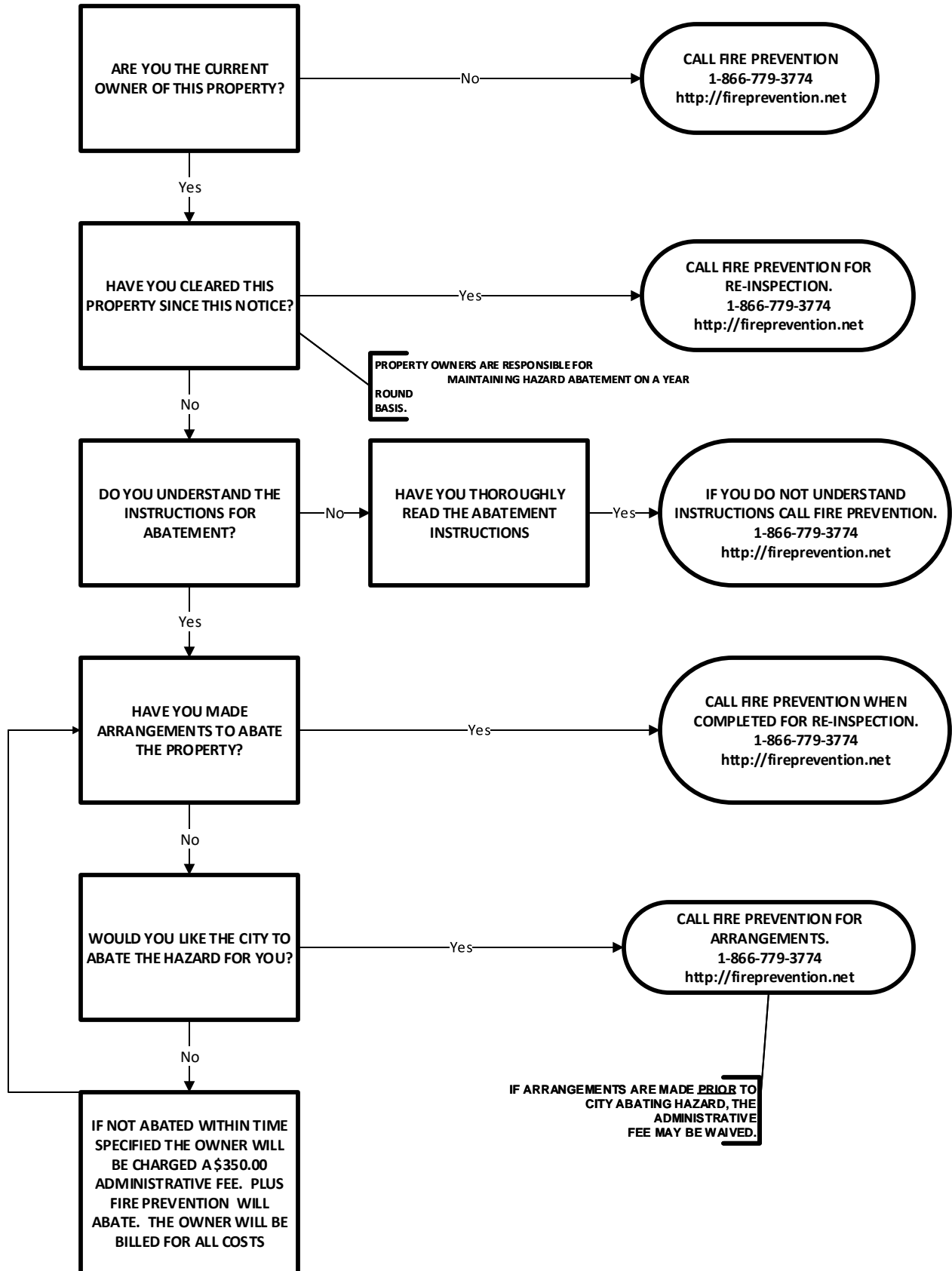
Photo	Details
	<p>Title: Initial</p> <p>Date: Nov 02, 2022 09:00</p> <p>Uploaded by: Michael Horkos</p>
	<p>Title: Initial</p> <p>Date: Nov 02, 2022 09:00</p> <p>Uploaded by: Michael Horkos</p>
	<p>Title: Initial</p> <p>Date: Nov 02, 2022 09:00</p> <p>Uploaded by: Michael Horkos</p>

rev. 03/27/06, 04/24/06, 06/21/06, 3/15/2022

Photo	Details
 <p data-bbox="87 525 553 606">TERRA CO 207 E 30TH 5621900200</p>	<p data-bbox="553 315 1161 346">Title: LandGlide</p> <p data-bbox="553 367 1161 399">Date: Nov 02, 2022 09:00</p> <p data-bbox="553 420 1161 451">Uploaded by: Michael Horkos</p>
	<p data-bbox="553 756 1161 787">Title: Initial</p> <p data-bbox="553 808 1161 840">Date: Nov 02, 2022 09:00</p> <p data-bbox="553 861 1161 892">Uploaded by: Michael Horkos</p>
	<p data-bbox="553 1197 1161 1228">Title: Initial</p> <p data-bbox="553 1249 1161 1281">Date: Nov 02, 2022 09:00</p> <p data-bbox="553 1302 1161 1333">Uploaded by: Michael Horkos</p>
	<p data-bbox="553 1638 1161 1669">Title: Initial</p> <p data-bbox="553 1690 1161 1722">Date: Nov 02, 2022 09:00</p> <p data-bbox="553 1743 1161 1774">Uploaded by: Michael Horkos</p>

NATIONAL CITY FIRE DEPARTMENT

COMMON QUESTIONS AND ANSWERS



HAZARD REDUCTION AND CLEARANCE STANDARDS FOR
THE CITY OF NATIONAL CITY

- 1) All trash, rubbish, debris, cuttings and or combustible materials must be removed from the property and properly disposed of.
- 2) Properties 2 (two) acre and less- Clear the entire property of all weeds, dead vegetation, and debris. Also all rubbish and discarded combustible material must be removed from the property.
- 3) Mature trees must be trimmed to six (6) feet above the ground.
- 4) Remove all vegetation existing within 10 feet of a chimney.
- 5) Vacant properties over 2 acres-Fifty (50) feet break at the property lines abutting the improved properties. Distance shall be measured in a horizontal plane.
- 6) Improved properties over 2 (two) acres-One hundred (100) feet at the top of hill (inclines).
- 7) Roadways and or driveways shall be cleared to at least the width of the roadway plus ten (10) feet on each side, and to a height of thirteen and one-half (13 1/2')feet above the road surface.

CITY OF NATIONAL CITY

SCHEDULE OF FEES

1.	<u>Tractor Mowing</u>		
	A.	per parcel, sized 1 to 7,500 square feet	\$250.00
	B.	per parcel, sized 7,501 to 15,000 square feet	\$325.00
	C.	per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00
	D.	per parcel, sized 30,001 square feet to one acre	\$450.00
	E.	Per square foot over one acre	\$ 00.02
2.	<u>Hand Labor</u>		
	A.	per square foot of area abated	\$ 00.10
3.	<u>Dozer Operation</u>		
	A.	hourly rate	\$150.00
	B.	move-on fee	\$150.00
4.	<u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)		
	A.	per cubic yard of material prior to chipping, and or compacting	\$ 38.00
	B.	dump fees	(reimbursement of cost)
5.	<u>Administrative Fee</u> (failure to comply with final notice)		
	A.	per parcel	\$350.00
6.	<u>Attorney Services</u>		
	A.	per parcel, per hour	\$200.00
7.	<u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)		
	A.	Cost confirmations fee, per parcel	\$275.00
8.	<u>Miscellaneous Fees</u>		
	A.	special inspection fee	\$ 50.00
	B.	abatement lien	\$ 50.00C.In-
		terest on lien (apr)	10%
	D.	release of abatement lien	\$ 50.00
	E.	public notary	\$ 20.00
	F.	File duplication fee	\$ 50.00
	G.	Unscheduled Labor per man hour	\$ 50.00
	H.	unscheduled fees	(reimbursement of cost)

CITY OF NATIONAL CITY FIRE DEPARTMENT
1243 National City Blvd.: NATIONAL CITY, CA. 91950-4596
FINAL NOTICE TO ABATE PUBLIC NUISANCE

Owner: TERRA CO
3430 Tully Rd # 20-108
MODESTO, CA 95350
Case #: NC-22-136

COPY

Date: 12/14/2022

Parcel Number: 5621900200

Location of Public Nuisance: 207 E 30Th St, national city, ca, 91950

Instructions for Abatement: **Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)**

You are hereby directed to abate the public nuisance described above, of which you are the occupant or owner, **within ten (10) days of 12/14/2022**. **Your failure to comply with this order will result in the City having your property cleaned by the City's contractor at **your** expense (per National City Municipal Code Chapter 1.36). A \$350.00 administrative fee will be charged in addition to the contractor's fees to clean the property (per Resolution number 94-97). Violations are also subject to prosecution as misdemeanors.

Guidelines For The Abatement of Flammable Vegetation

For the protection of life and property, remove all brush, flammable vegetation, or combustible growth which is located from thirty (30) feet to one hundred (100) feet from such a building or structure or to the property line, whichever is nearer, or as required by the Fire Department, including the maintenance of grass and other vegetation more than thirty (30) from such building or structure. Cuttings are to be removed from the property and disposed of properly. Vegetation is to be cut within two (2) inches of the ground.

"NOTICE REGARDING RARE, THREATENED OR ENDANGERED SPECIES"

If you have previously received a notice from the California Department of Fish and Game or the U.S. Fish and Wildlife Services that rare, threatened or endangered species of fish or wildlife have occurred on your property in the areas identified for fuel break clearance, YOU MUST NOTIFY BOTH AGENCIES AND THE NATIONAL CITY FIRE DEPARTMENT IN WRITING AT LEAST TEN (10) DAYS PRIOR TO BEGINNING VEGETATION CLEARING. IF THESE AGENCIES FAIL TO OBJECT OR NOTIFY YOU OF ANY ALTERNATIVE PROCEDURES WITHIN THOSE TEN (10) DAYS, YOU MAY THEN PROCEED TO CLEAR VEGETATION AS DIRECTED BY THIS NOTICE. Failure to provide notification to these agencies may render you liable under Federal or State Law to penalties.

National City Municipal Code 9.12.010 Public Nuisance Declared--In General

Any of the following conditions are hereby declared to constitute a public nuisance:

- A. When the Fire Chief or his/her designee determines that there exists in any building or on any premises combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors or windows that reasonably tend to interfere with the operations of the fire department or the egress of the occupants of such building or premises; or finds that the effectiveness of any exit door, attic separation or any fire separation wall is reduced; or finds that any provision of the Uniform Fire Code is being violated.
- B. When the Fire Chief or his/her designee deems any chimney, smokestack, stove, oven, incinerator, furnace or other heating device, electric fixture or any appurtenance thereto, or anything regulated under a nationally recognized standard in or upon any building, structure or premises not specifically mentioned in the Uniform Fire Code, to be defective or unsafe so as to create a hazard.
- C. When the Fire Chief or his/her designee finds any condition which in his/her judgment increases or may cause an increase of the hazard or menace of fire to a greater degree that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

National City Municipal Code 9.12.020 Public Nuisance Declared--Weeds and Other Flammable Materials

All weeds, growing or located upon streets, sidewalks or private property are hereby declared to be a public nuisance. For the purposes of this chapter, "weeds" shall include the following:

- A. Weeds which bear seeds of a downy or wingy nature.
- B. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- C. Weeds which are otherwise noxious or dangerous.
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace the the public health.
- E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in a portion of the City which has been zoned for single and multiple residence purposes.

National City Municipal Code 1.36.010 Public Nuisance Defined

"Public Nuisance" means any condition defined or declared to be a public nuisance in any section of this code, and/or and condition caused, maintained or permitted to exist which constitutes a threat to the public's health, safety and welfare or which significantly obstructs, injures or interferes with the reasonable of free use of property in a neighborhood, community or to any considerable number of persons. A public nuisance also has the same meaning as set forth in California Civil Code Section 3479.

National City Municipal Code 1.36.060 Abatement-- Appeal-- Hearing

Within ten (10) days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk.

If you should have any questions, please feel free to call this number: 619-562-1058

Si usted tiene alguna pregunta, por favor llame al numero: 619-562-1058

Sa anumang katanungan, tumawag lang po sa numerong ito: 619-562-1058

Sincerely yours in public safety,

619-562-1058 ext. 307 or <http://fireprevention.net>

Fire Prevention Services***

**You have the right to appeal this matter to the City Council within ten (10) days of the receipt of this notice.

The appeal shall be in writing and filed with the City Clerk. (NCMC 1.36.050)

***Fire Prevention Services, Inc. is under contract with the City of National City.

rev. 03/27/06, 04/24/06, 06/21/06, 3/1/2022

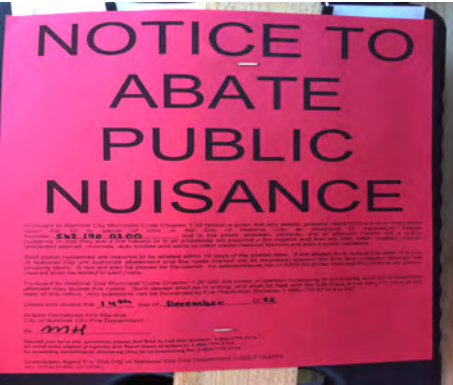


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	<p>Title: Posting Page</p> <p>Date: Dec 14, 2022 14:42</p> <p>Uploaded by: Michael Horkos</p>
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	<p>Title: Reinspection Date: Dec 14, 2022 14:42 Uploaded by: Michael Horkos</p>
	<p>Title: Reinspection Date: Dec 14, 2022 14:42 Uploaded by: Michael Horkos</p>
	<p>Title: Reinspection Date: Dec 14, 2022 14:42 Uploaded by: Michael Horkos</p>



Final Inspection 12/28/22

A photograph of a grassy field with patches of brown vegetation and a small structure in the background. The field is mostly green with some brown patches, possibly indicating dead or dormant vegetation. In the background, there is a small, dark structure, possibly a shed or a small building, and some more dense vegetation. The overall scene appears to be a rural or agricultural area.

Final Inspection 12/28/22

An aerial photograph of a grassy field. The field is mostly green with several distinct patches of brown, dead-looking vegetation. In the upper right corner, a red wall or fence is visible. The text "Final Inspection 12/28/22" is overlaid in white at the bottom of the image.

Final Inspection 12/28/22

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, and fee as appropriate)

- Return Receipt (hardcopy) \$ _____
- Return Receipt (electronic) \$ _____
- Certified Mail Restricted Delivery \$ _____
- Adult Signature Required \$ _____
- Adult Signature Restricted Delivery \$ _____

Postage

\$

Total Postage and Fees

\$

Sent To

Terra Co.

Street and Apt. No., or PO Box No.

3430 Tulley Rd #20-108

City, State, ZIP+4®

Modesto, CA 95350



NC-22-136

Page 703 of 844

7020 0640 0002 0682 3361

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

NC-22-136

Terra Co.

3430 Tully Rd. # 20-108

Modesto, CA. 95350



9590 9402 7085 1251 0278 13

2. Article Number (Transfer from service label)

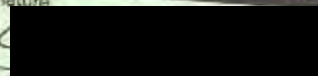
7020 0640 0002 0682 3361

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X



Agent

Addressee

B. Received by (Printed Name)

Chloe Nether

C. Date of Delivery

Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail[®]
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery

- Priority Mail Express[®]
- Registered Mail[™]
- Registered Mail Restricted Delivery
- Signature Confirmation[™]
- Signature Confirmation Restricted Delivery

- Mail
- Mail Restricted Delivery

3500

CITY OF NATIONAL CITY FIRE DEPARTMENT

1243 National City Blvd.: National City, CA 91950-4596

WORK ORDER AUTHORIZATION

Authorization # NC-22-136

Owner: TERRA CO

Address: TERRA CO
3430 Tully Rd # 20-108
MODESTO, CA 95350

Parcel #

Authorized by: _____

R. Seew

Signature: _____



Date: _____

1-5-22

WHEN SIGNED THIS DOCUMENT ALLOWS RIGHT OF PASSAGE ONTO PRIVATE PROPERTY FOR THE PURPOSE OF FIRE HAZARD / PUBLIC NUISANCE REDUCTION OR REMOVAL.

METHOD OF CLEARING

Circle One: Entire Parcel Fire Break	
Hand Cutting: _____ sq. ft.	Hauling: _____ cu. yds.
Tractor Mowing: _____ sq. ft.	Discing: _____ sq. ft.

CREW INFORMATION

Crew	Date
Name: _____	
Name: _____	
Name: _____	
Name: _____	
Name: _____	

Notes: Please clear the entire property of all weeds, dead vegetation, trash, debris and arundo. All piles of dead vegetation and debris must be removed from the property. (Please maintain any and all grasses below 3 inches year round)(This includes along sidewalks and alleys)

Work space for diagrams and amount of work done

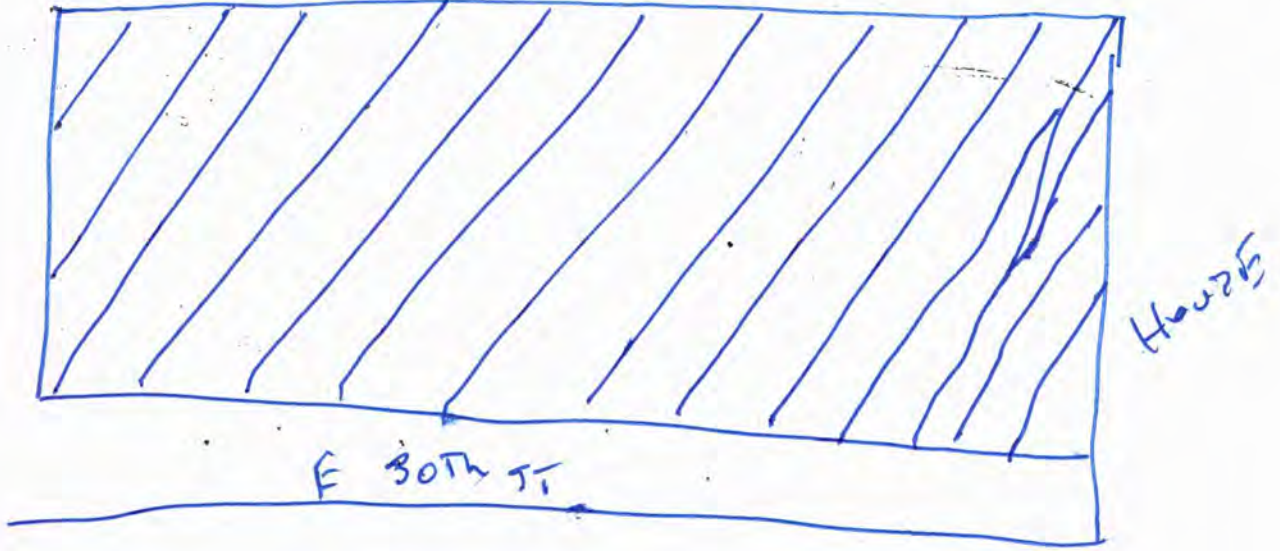
Hand Sq. Ft.: 2,775

Tractor Sq. Ft.: _____

Total Removal Cu. Yds.: _____

Dump ticket: _____

Dump Charge: _____



Jan 11, 2023 at 7:27:41 AM

+32.657560, -117.097499

338° N

101 E 30th St

National City CA 91950

United States



Before 01/11/23



Jan 11, 2023 at 7:28:07 AM

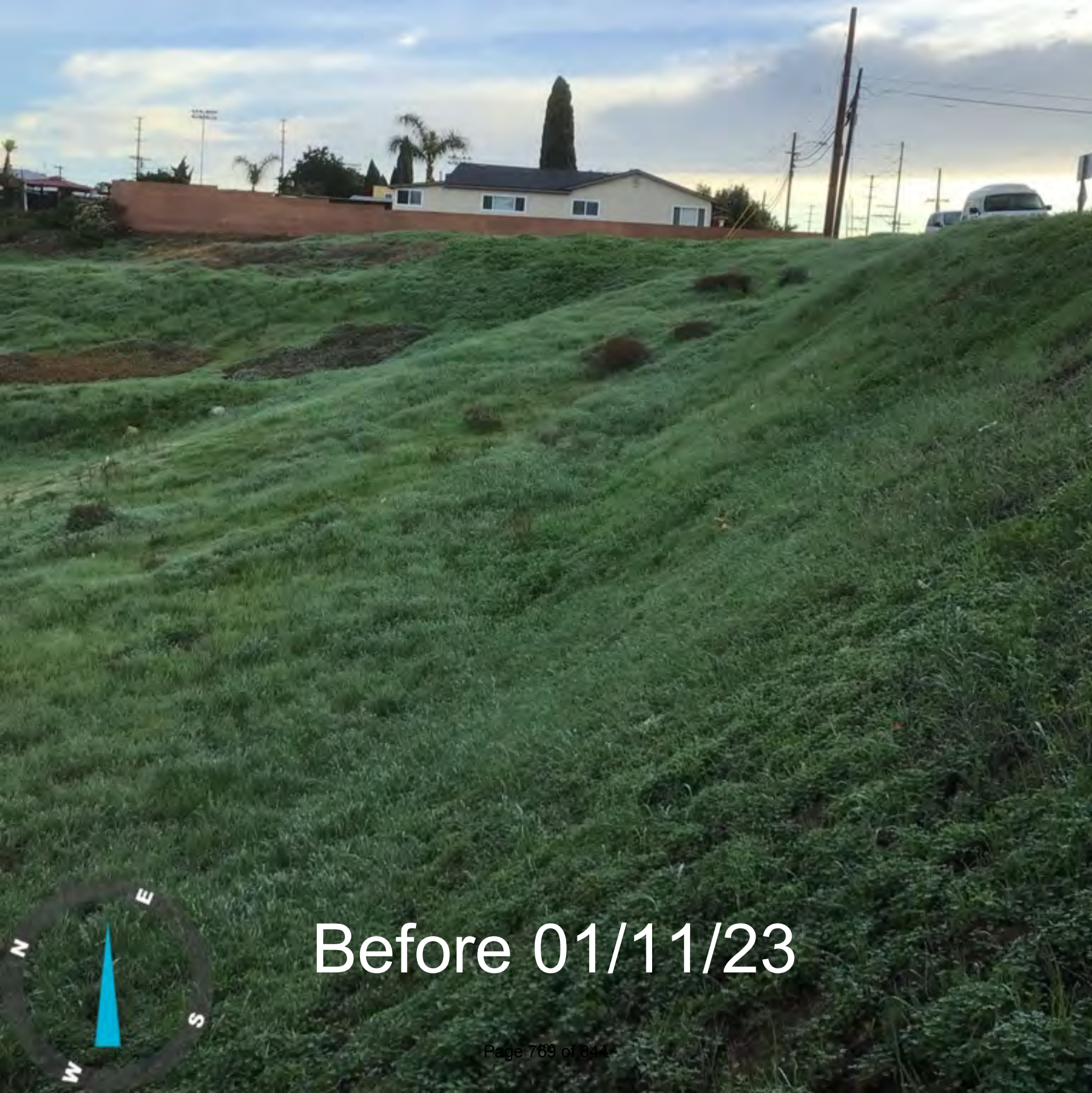
+32.657554,-117.097629

68° E

101 E 30th St

National City CA 91950

United States



Before 01/11/23

Jan 11, 2023 at 7:29:41 AM
+32.657650,-117.097078
325° NW
215 E 30th St
National City CA 91950
United States



Before 01/11/23

Jan 11, 2023 at 7:29:57 AM
+32.657740,-117.097045
236° SW
215 E 30th St
National City CA 91950
United States



Before 01/11/23



Jan 11, 2023 at 8:21:11 AM

+32.657645,-117.097757

76° E

101 E 30th St

National City CA 91950

United States



After 01/11/23

Jan 11, 2023 at 8:21:40 AM

+32.657552,-117.097586

64° NE

101 E 30th St

National City CA 91950

United States



Before 01/11/23



Jan 11, 2023 at 8:22:44 AM

+32.657703,-117.097027

327° NW

215 E 30th St

National City CA 91950

United States



After 01/11/23



Jan 11, 2023 at 8:23:05 AM

+32.657792,-117.097048

212° SW

215 E 30th St

National City CA 91950

United States



After 01/11/23



Fire Prevention Services, Inc.
P.O. Box 1720 : El Cajon, CA 92022-1720
(619) 562-1058 : fax (619) 445-6336
<http://fireprevention.net>

Case #NC-22-136 APN: 5621900200

01/12/2023

TERRA CO
3430 Tully Rd # 20-108
MODESTO, CA 95350

COPY

Location: 207 E 30Th St, National City, CA, 91950

Dear TERRA CO,

This letter is to inform you that the **Public Nuisance** on the above referenced property has been abated pursuant to prior Notice to Abate and order of the City of National City.

Fire Prevention Services has been contracted by the City of National City to help reduce Public Nuisances and potential fire violations thus improving the safety of its citizens.

The abatement of the Violation on your property was performed as mandated per National City Municipal Code Chapter 1.36. The charges thus far total \$627.50. You will incur no further costs if this amount is paid within fifteen (15) days of this notice.

Please make check payable to **F.P.S.I.** and please include the Case #**NC-22-136** on the check.

If you have any questions please call us direct at **(619) 562-1058**.

Sincerely,

Fire Prevention Services, Inc.
<http://fireprevention.net>

rev.3/1/2022

NATIONAL CITY SCHEDULE OF FEES

<u>Tractor Mowing</u>			quantity	sub total
A.	per parcel, sized 1 to 7,500 square feet	\$250.00	_____	_____
B.	per parcel, sized 7,501 to 15,000 square feet	\$325.00	_____	_____
C.	per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00	_____	_____
D.	per parcel, sized 30,001 square feet to one acre	\$450.00	_____	_____
E.	per square foot over one acre	\$00.02	_____ sq. ft.	_____

<u>Hand Labor</u>				
A.	per square foot of area abated	\$0.10	2.775 sq. Ft.	277.50

<u>Dozer Operation</u>				
A.	hourly rate	\$150.00	_____	_____
B.	move-on fee	\$150.00	_____	_____

<u>Debris Remediation</u> (includes chipping, grinding, and/or shredding)				
A.	per cubic yard of material prior to chipping, and or compacting	\$38.00	X _____ cu.yds =	_____
B.	dump fees (reimbursement of cost)		_____	_____

<u>Administrative Fee</u> (failure to comply by deadline of notice)				
A.	per parcel	\$350.00	1 _____	<u>\$350.00</u>

<u>Attorney Services</u>				
A.	per parcel, per hour	\$200.00	_____	_____

<u>Assessment Fees</u> (includes preparing reports, attending hearings, etc.)				
A.	cost confirmation fee, per parcel	\$275.00	_____	_____

<u>Miscellaneous Fees Per Parcel</u>				
A.	special inspection fee	\$50.00	_____	_____
B.	abatement lien	\$50.00	_____	_____
C.	Interest on lien (apr)	10%	_____	_____
D.	release of abatement lien	\$50.00	_____	_____
E.	public notary	\$20.00	_____	_____
F.	file duplication fee	\$50.00	_____	_____
G.	unscheduled Labor per man hour	\$50.00	_____	_____
H.	unscheduled fees (reimbursement of cost)		_____	_____

FILE # NC-22-136 APN # 562-190-02-00 **TOTAL \$ 627.50**

Fire Prevention Services, Inc.
P.O. Box 1720 : El Cajon, CA 92022-1720
(619) 562-1058 : fax (619) 445-6336
<http://fireprevention.net>

FINAL BILL

Case #NC-22-136 APN: 5621900200
TERRA CO
3430 Tully Rd # 20-108
MODESTO, CA 95350

01/30/2023

COPY

Location: 207 E 30Th St, National City, CA, 91950

Dear TERRA CO,

You have failed to pay the bill dated , to date we have not received payment.

If we do not receive payment within 10 days in the amount of \$627.50 we will be forced to bring appropriate action to collect these monies.

The further action will include the filing of an abatement lien on the property in question, as well as the forwarding to our collection agency. Under state and local law the costs of these actions will be added to the amount referenced above.

To avoid this action, please pay now.

Make check payable to **F.P.S.I.** and please include the Case #**NC-22-136** on the check.

If you have any questions please call us direct at **(619) 562-1058**.

Sincerely,

Fire Prevention Services, Inc.
<http://fireprevention.net>

rev.11/11/2021, rev. 3/1/2022

RECORDING REQUESTED BY
Fire Prevention Services, Inc.
PO Box 1720
El Cajon, CA 92022-1720
(619) 562-1058 fax (619) 445-6336

AND WHEN RECORDED MAIL TO
Fire Prevention Services, Inc.
PO Box 1720
El Cajon, CA 92022-1720

COPY

For Payoff / Demand please submit to: payoff@fireprevention.net or fax 619-445-6336

NOTICE OF ABATEMENT

**TO THE CURRENT OWNER OF RECORD AND ANY FUTURE OWNERS/PURCHASERS OF THE
HEREIN DESCRIBED PROPERTY**

WHEREAS it was determined that a violation of National City Municipal Code Chapter 1.36 did exist, and

WHEREAS such violation was ordered abated, and ^{ON} 1-5-2023

WHEREAS representatives of the City of National City abated the violation (s), and ^{ON} 1-11-2023

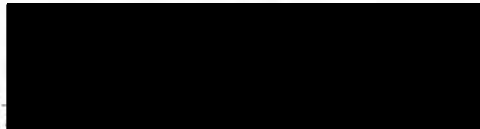
WHEREAS the charge for such abatement amounted to \$697.50;

THEREFORE be it known that an abatement obligation exists on the property regardless of owner until paid. The current owner of the property is TERRA CO at 3430 Tully Rd # 20-108, MODESTO, CA, 95350 described as follows:

APN # 5621900200 CASE # NC-22-136
ADDRESS: 207 E 30Th St, National City, CA, 91950
LEGAL DESCRIPTION: LOT:9,10 BLK:3 CITY:NATIONAL CITY SUBD:BUDD VILLA TRACT TR#:1067 TR 1067 BLK:
3*LOTS 9 & 10* MAP REF:001067

This abatement obligation shall attach to the property, not the owner, and may not be extinguished by a tax sale under the California Revenue and Taxation Code Section 3712. After confirmation by the City it may become a special assessment on the property tax bill. If not paid pursuant to State Law and State Tax Lien Law, the property may be sold to satisfy that obligation. The amount of claim shall be \$697.50 plus interest and other costs which may hereafter become due. This filing does not preclude the filing of legal action for collection. Should such actions be required or determined to be appropriate, reasonable legal fees will be incurred and added to said obligation.

DATED: 03/27/2023

BY: 
Ken
Designee for City of National City

Certificate Of Acknowledgment

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

State of California)

County of San Diego)

On 03/27/2023 before me, Carol A. Martinelli, Notary Public, personally appeared Ken Osborn, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/it 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.



(Seal)

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, FOLLOWING A PUBLIC HEARING PURSUANT TO THE NATIONAL CITY MUNICIPAL CODE CHAPTERS 1.36 (ABATEMENT OF PUBLIC NUISANCES) AND 9.12 (ABATEMENT OF WEEDS AND OTHER FIRE HAZARDS) TO CONSIDER CONFIRMING WEED ABATEMENT COSTS, APPROVING THE REPORT AND ACCOUNTING

WHEREAS, pursuant to National City Municipal Code Chapters 1.36 (Abatement of Public Nuisances) and 9.12 (Abatement of Weeds and other Fire Hazards), when the City Manager, his designee, or the Department Director causes a public nuisance to be abated, the City Manager, his designee, or the Department Director shall prepare a report describing the work performed, an itemized account of the total abatement costs, including the names and addresses of the responsible person for each parcel, and the tax assessor's parcel number (the "Report and Account"); and

WHEREAS, the Fire Chief filed with the Office of the City Clerk the Report and Account for weed abatement work done pursuant to National City Municipal Code Chapters 1.36 and 9.12; and

WHEREAS, the Office of the City Clerk has given notice of the filing of the Report and Account and of the time for a Public Hearing by the City Council pursuant to the National City Municipal Code Section 1.36.090, and if the notice was served by posting a copy of the notice, an affidavit of posting such notice has been made and is on file in the Office of the City Clerk; and

WHEREAS, on June 6, 2023, the City Council held a Public Hearing at which the Report and Account, and all written appeals, protests, or objections, if any, were duly presented, read, and considered, and all persons desiring to be heard thereon were heard, and the City Council gave all persons an opportunity to submit written testimony with respect to any matter relating to the work, to any act or determination of the Fire Chief, or to any other concerns relating to the work or the costs or the proceedings; and

WHEREAS, all persons desiring to submit written testimony or written comments to the City Council have been heard.

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

Section 1: That Public Hearing has been duly held; and

Section 2: That each and every step of the proceeding prior to and including the Public Hearing has been duly and regularly taken; and

Section 3: That the City Council is satisfied with the Report and Account, the proceedings and all matters thereto, and all protests, objections, or appeals are overruled and denied; and

Section 4: That the City Council approves the Report and Account, attached to the staff report as Exhibit A; and

Section 5: That the City Clerk is directed to file with the County of San Diego, Auditor,

a certified copy of this Resolution.

PASSED and ADOPTED this 6th day of June, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC
City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Planning
Prepared by: Martin Reeder, AICP – Planning Manager
Meeting Date: Tuesday, June 6, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Adoption of Resolution Approving the Annual Report for Landscape Maintenance District No. 1 (Mile of Cars) for the Fiscal Year 2023-24.

RECOMMENDATION:

Adopt the Resolution Entitled “Resolution of the City Council of the City of National City, California, Approving the Annual Report for the Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2023-24.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The City formed the Mile of Cars Landscape Maintenance District No. 1 in 1995 to provide for the maintenance, operations, and servicing of certain improvements in the District, including landscaping, signage, and lighting. Each year, the City Council considers the adoption of resolutions to allow the District to continue operating with funding through a special tax levy on properties within the District. The resolution would approve the Engineer’s Report, an annual report that identifies the assessment to be levied and the work program to be conducted by the Mile of Cars Landscape Maintenance District. The Mile of Cars Association has approved the scope of work, the proposed assessment, and the District budget. The proposed total assessment of \$160,929.53 is an increase of roughly 4% over the prior year’s total assessment. The City’s consultant and City administrative costs are paid from the District’s assessment funds.

FINANCIAL STATEMENT:

The total proposed budget for the District for Fiscal Year 2023-24 is \$175,720. The funding sources include \$160,930 from assessments levied on property owners who directly benefit from the maintenance and improvements carried out within the district, and \$14,790 from the City’s General Fund to pay for the general benefit to the public at large from the District’s operations. Because the City owns one of the parcels within the district, it will pay a share of the \$160,930, which for Fiscal Year 2023-24 will be \$2,640.44, bringing the total general fund cost to \$17,431. The City receives \$5,500 annually to cover administrative costs.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Resolution

Exhibit B – Engineer’s Report

RESOLUTION NO. 2023 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA,
APPROVING THE ANNUAL REPORT FOR THE LANDSCAPE MAINTENANCE DISTRICT
NO. 1 (MILE OF CARS) FOR FISCAL YEAR 2023-24.**

WHEREAS, the City Council previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City's Landscape Maintenance District No. 1 (Mile of Cars) (the "Assessment District"); and

WHEREAS, the City has retained a consultant for the purpose of assisting with the annual levy of the Assessment District, and the preparation and filing of an Annual Report; and

WHEREAS, the City Council has, by previous resolution, ordered the consultant to prepare and file such Annual Report; and

WHEREAS, such Annual Report has been prepared and filed with the City Clerk.

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

Section 1: That the City Council of the City of National City hereby approves the Annual Report concerning the levy of assessments for the fiscal year commencing July 1, 2023 and ending June 30, 2024.

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

PASSED and ADOPTED this 6th day of June, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney

CITY OF NATIONAL CITY

Fiscal Year 2023/24 Engineer's Report For:

Landscape Maintenance District No. 1 (Mile of Cars)

May 2023

Prepared by:



nbsgov.com

CITY OF NATIONAL CITY LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS)

**1243 National City Boulevard
National City, CA 91950
Phone - (619) 336-4241
Fax - (619) 336-4239**

CITY COUNCIL

Ron Morrison, Mayor

Luz Molina, Vice Mayor

Marcus Bush, Councilmember

Jose Rodriguez, Councilmember

Ditas Yamane, Councilmember

CITY STAFF

Armando Vergara, Interim City Manager

Frank Parra, Assistant City Manager

Martin Reeder, Principal Planner

DISTRICT STAFF

Leslie Larranaga-Britt, Executive Director

NBS

Charmane Custodio, Administrator

Darrylanne Zarate, Project Manager

John Egan, Assessment Engineer

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1. ENGINEER'S LETTER

WHEREAS, the City Council of the City of National City (the "City"), State of California, directed NBS to prepare and file a report presenting plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the maintenance, operations and servicing of the improvements for the City's Landscape Maintenance District No. 1 (Mile of Cars) (the "District") for Fiscal Year 2023/24. The report includes a diagram for the District, showing the area and properties proposed to be assessed, an assessment of the estimated costs of the maintenance, operations and servicing the improvements, and the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefit received and;

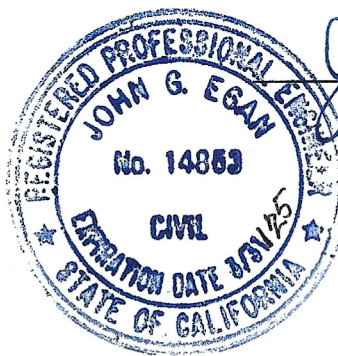
WHEREAS, the assessment for each parcel is in compliance with the Proposition 218 Omnibus Implementation Act and Section 4 of Article XIII D of the California Constitution. The Fiscal Year 2023/24 assessment is not proposed to increase by more than the 10% annual increase approved at formation of the District over the Fiscal Year 2022/23 maximum assessment.

NOW THEREFORE, only special benefits are assessed and any general benefits have been separated from the special benefits for purposes of this report. The following assessment is made to cover the portion of the estimated costs of maintenance, operation and servicing of said improvements to be paid by the assessable real property within the District in proportion to the special benefit received:

Summary of Assessment	Fiscal Year 2023/24 Amounts
Annual Budget	\$175,719.29
(Less) General Benefit Contribution by the City	(14,789.76)
Annual Assessment ⁽¹⁾	\$160,929.53

(1) Amount shown is prior to truncating and rounding. Refer to Assessment Roll in Section 5.3 for final total figure.

I, the undersigned, respectfully submit the enclosed Engineer's Report and, to the best of my knowledge, information and belief, the assessments herein have been prepared and computed in accordance with the assessment methodology adopted and approved by the City Council at the time of District formation.



John G. Egan
 John Egan, Assessment Engineer



2. OVERVIEW

2.1 Introduction

The City formed the District in 1995 to provide maintenance services to benefit certain parcels in the City. The levies are made pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highway Code (the “Act”).

The City designated the Mile of Cars Association as the entity that maintains and administers the improvements and services funded by the District. The Engineer’s Report (the “Report”) describes the District and the annual assessment per parcel for Fiscal Year 2023/24, which is based on the historical and estimated costs to maintain the improvements and provide the services that benefit parcels within the District.

The word “parcel,” for the purposes of this Report, refers to an individual property assigned its own Assessor’s Parcel Number by the San Diego County Assessor’s Office. The San Diego County Auditor-Controller uses Assessor’s Parcel Numbers and specific Fund Numbers to identify on the tax roll, properties assessed for special district benefit assessments.

Following consideration of public comments at a noticed public hearing, and following review of the Report, the City Council may confirm the Report as submitted, and may order the levy and collection of assessments for Fiscal Year 2023/24. If approved, the assessment information shall be submitted to the County Auditor-Controller, and included on the property tax roll for each benefiting parcel for Fiscal Year 2023/24.

2.2 Description of the District Boundaries

The District’s improvements are generally located along National City Boulevard and bounded by 18th Street to the north and 33rd Street and State Route 54 (SR 54) to the south.

2.3 Description of Improvements

A general description of the improvements to be maintained under these proceedings is described as follows, but, shall not be limited to:

1. Median Improvements
 - Landscape planting and irrigation
 - Colored concrete hardscape
 - Lighting system
 - Graphic panels, banners and signage
 - Painted crosswalks
 - Identification sign at 23rd Street and McKinley Avenue

2. Frontage Improvements

- Improvements to parkways on both sides of National City Boulevard between 18th Street and 33rd Street
- Landscape planting and irrigation
- Colored concrete sidewalks and mow curbs
- Street furniture

2.4 Description of Maintenance

The maintenance of the improvements shall include the furnishing of services and materials for the ordinary and usual maintenance and servicing of the improvements, including but shall not be limited to:

1. General Plant Maintenance

- Mowing, trimming, pruning and weeding
- Watering, including water usage
- Fertilizing
- Plant replacement
- Periodic skinning of palm trees

2. Maintenance of Irrigation System

- Adjustment of timers
- Repair/replacement of worn-out, stolen or malfunctioning equipment

3. Periodic restriping of decorative crosswalks

4. Periodic repainting of metal benches and trash receptacles

5. Periodic repainting and repair of light poles, graphic panels, signage and other miscellaneous equipment

6. Maintenance of electrical system

- Bulb replacement
- Repair/replacement of worn out or malfunctioning equipment
- Electrical energy charges

7. Litter removal

8. Trash pick-up

9. Other repairs of damage caused by vandalism and/or traffic accidents

3. ESTIMATE OF COSTS

3.1 District Budget

The cost of servicing, maintaining, repairing and replacing the improvements as described in the Description of Maintenance are summarized in the table below. Estimated expenditures are shown along with the incidental expenses to be funded by the District.

The following table summarizes the components that make up the Fiscal Year 2023/24 estimate of costs for the District:

Description	Median Improvements	Frontage Improvements	Total
<u>Maintenance Costs</u>			
1. Lawn planting care	\$0.00	\$42,678.29	\$42,678.29
2. Median planting care	21,863.06	0	21,863.06
3. Palm tree maintenance	9,300.00	9,300.00	18,600.00
4. Water usage	13,836.67	13,836.67	27,673.34
5. Refurbishment of graphic panels	20,000.00	0	20,000.00
6. General maintenance of electrical system/lights	5,500.00	0	5,500.00
7. Electrical usage	15,000.00	0	15,000.00
8. Refurbishment of decorative crosswalks	250.00	250.00	500.00
9. Reserves	250.00	250.00	500.00
Total Cost of Annual Maintenance:	\$85,999.73	\$66,314.96	\$152,314.69
<u>Incidental Expenses</u>			
A. Administration	\$3,750.00	\$3,750.00	\$7,500.00
B. Other contractual obligations ⁽¹⁾	4,950.00	4,950.00	9,900.00
C. Engineering	0.00	0.00	0.00
D. City expenses	2,750.00	2,750.00	5,500.00
E. Consultant fees	250.00	250.00	500.00
F. County collection fees	2.30	2.30	4.60
Total Incidentals:	\$11,702.30	\$11,702.30	\$23,404.60
Total Estimated Annual Cost:	\$97,702.03	\$78,017.26	\$175,719.29
(Less) General Benefit Contribution ⁽²⁾:	(\$8,350.57)	(\$6,439.18)	(\$14,789.76)
TOTAL ANNUAL ASSESSMENT ⁽³⁾:	\$89,351.46	\$71,578.08	\$160,929.53

(1) Includes legal, accounting and advertising.

(2) General benefit contribution will be funded from other sources and is not being paid from annual assessments.

(3) Amounts shown are prior to truncating and rounding. Refer to Assessment Roll in Section 5.3 for final total figure.

3.2 Reserves

The City may establish and collect reserve funds for the District in order to pay for the maintenance and servicing of the improvements prior to December 10 of the fiscal year, or whenever the City expects to receive its apportionment of special assessments and tax collections from the County, whichever is later.

The fund may be allowed to accumulate in anticipation of any unforeseen expenses not included in the yearly maintenance costs.

The following table details the current and projected reserve balances:

Reserve Balance 12/31/2022	Reserve Collection/Reduction for FY 2023/24 ⁽¹⁾	Reserve Balance Projection 6/30/2023
\$125,798.17	(\$76,403.74)	\$49,394.43

(1) Includes expenses and reductions between the dates 12/31/2022 and 5/1/2023.

4. ASSESSMENT DIAGRAM

The Assessment Diagram sets forth (a) the exterior boundaries of the District and (b) the lines of each lot or parcel of land within the District. The Assessment Diagram further identifies each lot or parcel by a distinctive number or letter. For a detailed description of the lines and dimensions of any lot or parcel, reference is made to the County Assessor's Map applicable for the next fiscal year, which map shall govern for all details concerning the lines and dimensions of such lots or parcels. The following pages provide a copy of the Amended Assessment Diagram for the District.

AMENDED ASSESSMENT DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS)
CITY OF NATIONAL CITY
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF NATIONAL CITY THIS _____ DAY OF _____, 1996.

CITY CLERK
CITY OF NATIONAL CITY
STATE OF CALIFORNIA

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF THE CITY OF NATIONAL CITY THIS _____ DAY OF _____, 1996.

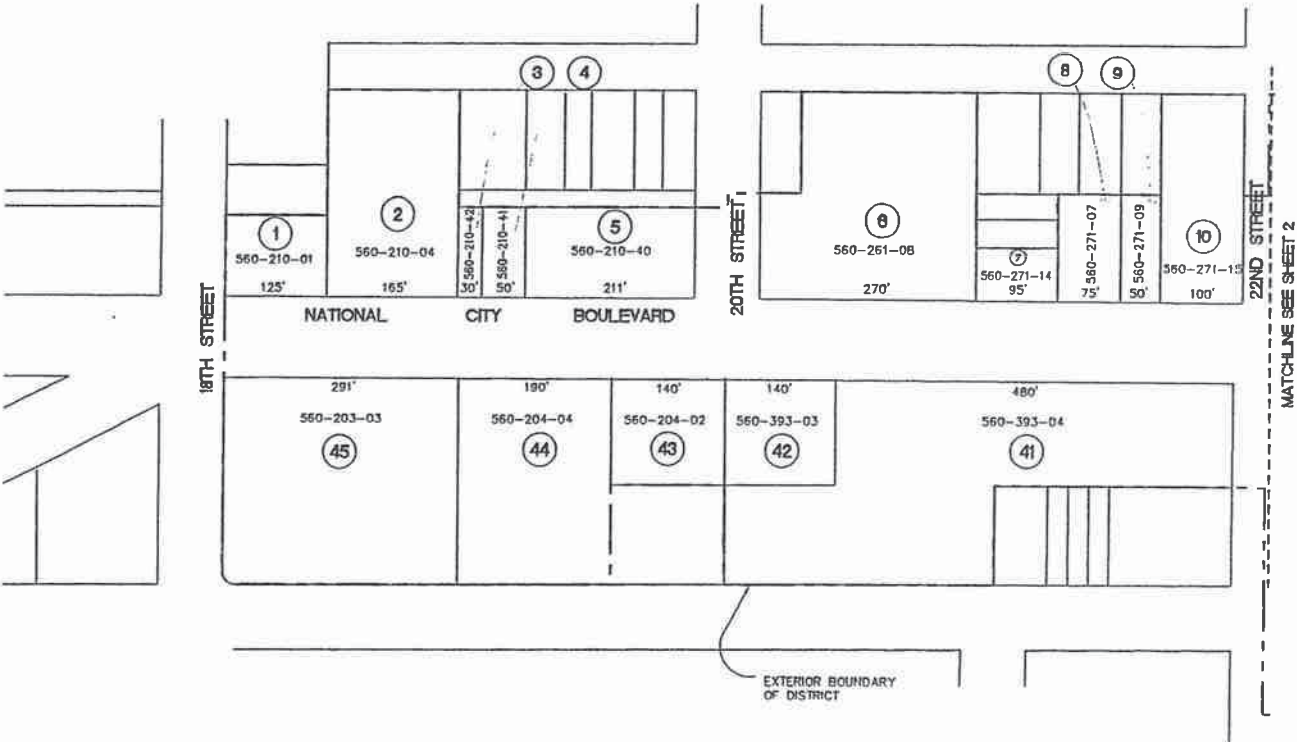
SUPERINTENDENT OF STREETS
CITY OF NATIONAL CITY
STATE OF CALIFORNIA

AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL ON THE LOTS, PIECES, AND PARCELS OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM. SAID ASSESSMENT WAS LEVIED ON THE _____ DAY OF _____, 1996; SAID ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF SAID CITY ON THE _____ DAY OF _____, 1996. REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM.

CITY CLERK
CITY OF NATIONAL CITY
STATE OF CALIFORNIA

FILED THIS _____ DAY OF _____, 1996, AT THE HOUR OF _____ O'CLOCK _____ M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, CALIFORNIA.

COUNTY RECORDER
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



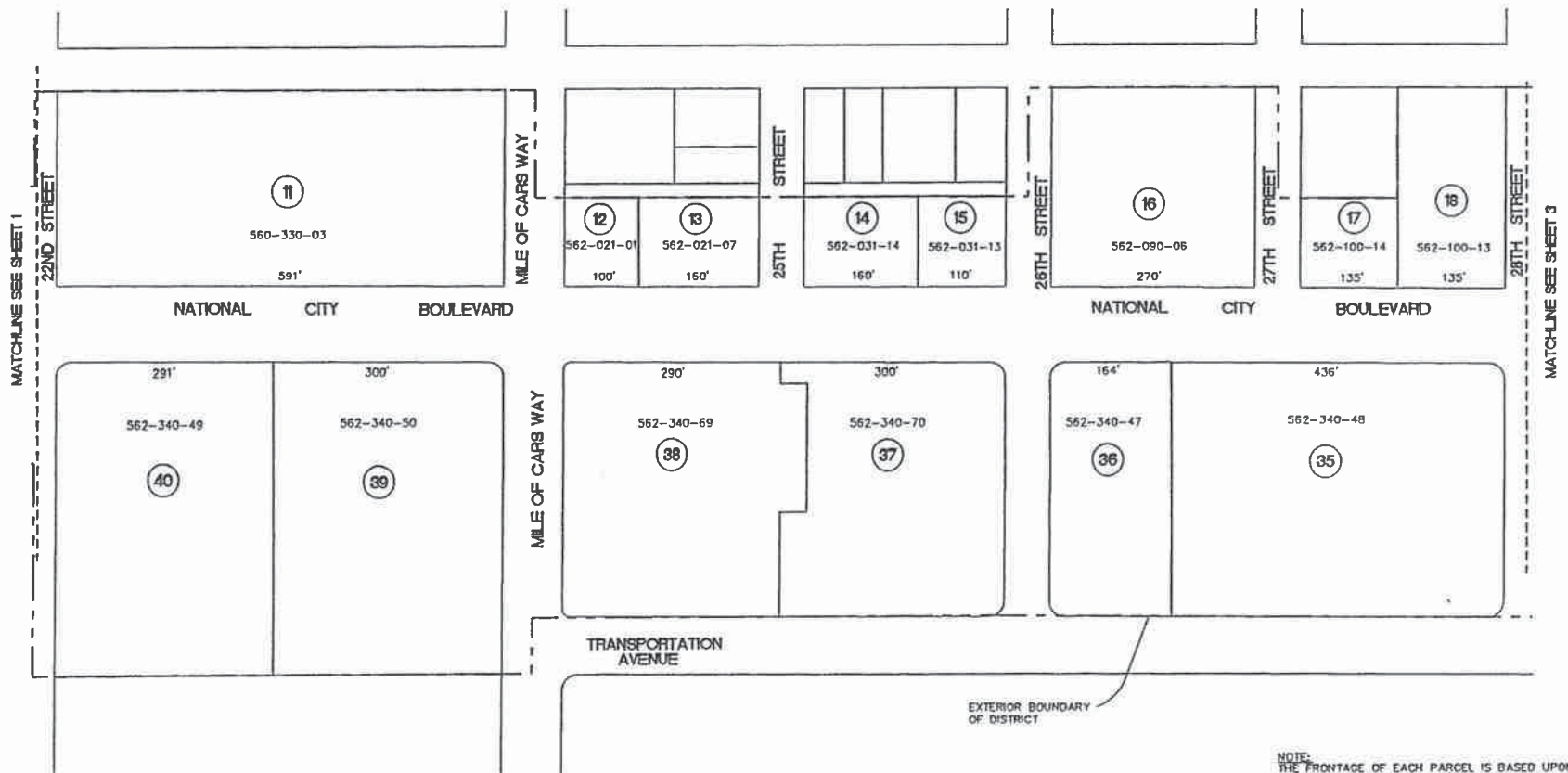
NOTE:
THE FRONTAGE OF EACH PARCEL IS BASED UPON CURRENT COUNTY ASSESSOR'S MAPS AND SHOWN HEREDON TO THE NEAREST FOOT. REFER TO ASSESSOR'S PARCEL MAPS FOR PROPERTY DIMENSIONS NOT SHOWN.

REVISED 8-1-96
REVISED 6-11-97
REVISED 6-19-02
REVISED 6-09-03
REVISED 5-26-04



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4740 Ruffner Street, San Diego, California, 92111 • 619-292-7770

AMENDED ASSESSMENT DIAGRAM OF
 LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS)
 CITY OF NATIONAL CITY
 COUNTY OF SAN DIEGO
 STATE OF CALIFORNIA



NOTE:
 THE FRONTAGE OF EACH PARCEL IS BASED UPON
 CURRENT COUNTY ASSESSOR'S MAPS AND SHOWN
 HEREON TO THE NEAREST FOOT. REFER TO ASSESSOR'S
 PARCEL MAPS FOR PROPERTY DIMENSIONS NOT SHOWN.

REVISED 8-1-96
 REVISED 6-11-97
 REVISED 6-19-02
 REVISED 6-09-03
 REVISED 5-26-04



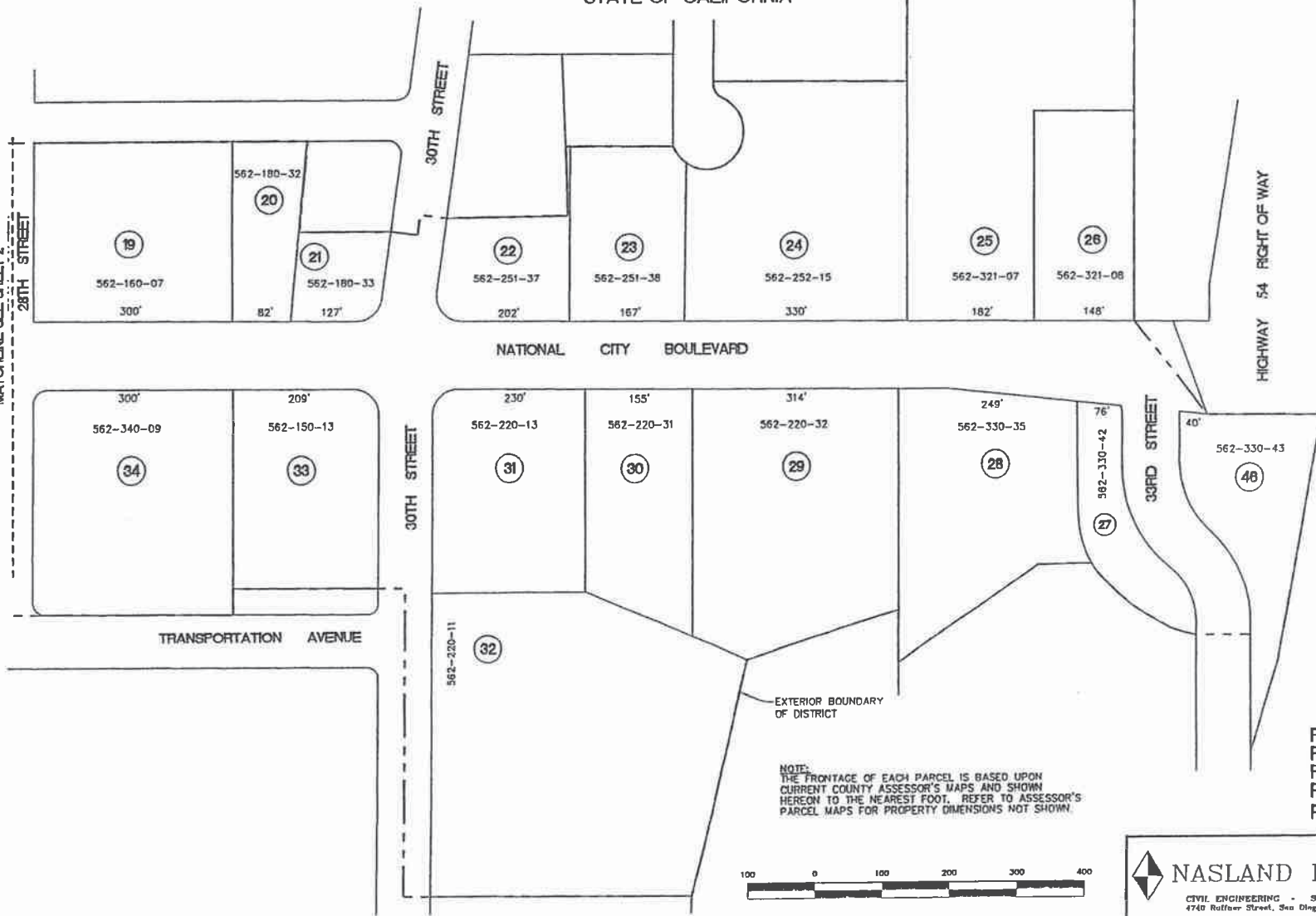
NASLAND ENGINEERING
 CIVIL ENGINEERING • SURVEYING • LAND PLANNING
 4740 Ruffner Street, San Diego, California, 92111 • 619-252-7770

AMENDED ASSESSMENT DIAGRAM OF LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS)

CITY OF NATIONAL CITY
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



MATCHLINE SEE SHEET 2
28TH STREET



REVISED 8-1-96
REVISED 6-11-97
REVISED 6-19-02
REVISED 6-09-03
REVISED 5-26-04



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5. ASSESSMENTS

The actual assessments for Fiscal Year 2023/24, apportioned to each parcel as shown on the latest equalized roll at the County Assessor’s office, are listed and submitted at the end of this section. The description of each lot or parcel is part of the records of the County Assessor of the County of San Diego and such records are, by reference, made part of this Report.

5.1 Method of Apportionment

The law requires and the statutes provide that assessments, as levied pursuant to the provisions of the Act, must be based on the benefit that the properties receive from the improvements to be maintained. The statute does not specify the method or formula that should be used in any special assessment district proceedings. The responsibility rests with the Assessment Engineer, who is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation.

The figures in Section 5.1 are derived from a Special v. General Benefit Analysis performed in Fiscal Year 2013/14.

5.1.1 IDENTIFY THE BENEFIT

First, it is necessary to identify the benefit that the improvements to be maintained will render to the properties within the boundaries of the District. The improvements significantly improve the visual appearance of the streetscape, making the Mile of Cars a more enjoyable and desirable location for customers. The special signage and lighting provide a unifying theme, benefiting all of the properties within the District.

The District’s improvements and services provide benefits to both those properties within the District boundaries and to the community. The benefit conferred to property within the District will be referred to as an “aesthetic benefit.” The aesthetic benefit provided by the district improvements and services are supported by the City’s General Plan (the “Plan”) and the Citywide Goals and Policies regarding Land Use and Community Character for its districts. The Plan states a desire to, “have the community character integrated and to ensure that physical forms, patterns, and aesthetic features advance the City’s desire for a higher quality of life.” The aesthetic benefits provided by the improvements and services support the following City policies outlined in the Plan:

- Policy LU-5.3: Recognize the diverse needs of the City’s business districts through the development of policies, design guidelines, and implementation measures specific to the unique requirements of each district.
- Policy LU-5.4: Allow for adaptive reuse of vacant car dealerships and the establishment of new compatible uses along the Mile of Cars.
- Policy LU-5.9: Encourage members of the business community to participate in implementing actions to improve business districts.
- Policy LU-5.10: Assist the business community in evaluating the City’s marketing and development potential and in identifying development strategies that are beneficial to the public and private sectors.

- Policy LU-9.1: Design developments along mixed-use and “community corridors” for the comfort and enjoyment of pedestrians and bicyclists. This includes features such as street trees, placing buildings close to the street, de-emphasizing parking lots and garages, limited driveway cuts, traffic-calming features, clearly defined street crossings, adequate lighting, and street furnishings where appropriate.
- Policy LU-9.4: Encourage an overall high-quality streetscape design, where feasible, that promotes narrow roadways, bike lanes; on-street parking, minimal curb cuts; enhanced crosswalks; appropriate sidewalk widths, landscaped medians and parkways; street trees, planters, and wells; street lighting; street furniture; way finding; enhanced paving; public art; and other features that contribute to the desired character for the City, where appropriate.
- Policy LU-11.2: Identify gateways at major entrances to the City using such features as buildings, street trees, welcome signs, decorative lighting, archways, and other design techniques to announce the gateway.
- Policy LU-11.4: Recognize, maintain, and enhance the character and identity of residential neighborhoods and business districts.
- Policy LU-11.7: Encourage residential and businesses to clean and maintain their properties and public spaces to further a sense of ownership and community pride.
- Policy LU-11.8: Require the sensitive placement, screening, and/or treatment of utility meters, boxes, valves, vaults, switches, plumbing, wiring, fences, etc. to eliminate or minimize the aesthetic impact to the neighborhood.
- Policy LU-11.9: Encourage the improvement of existing signage to help promote a more attractive street scene in business districts.

The Plan states these policies are important because a positive community image and quality community design instills a sense of pride and well-being in the community. The aesthetic benefit attained as a result of the services and improvements provided by the District is detailed below.

5.1.2 AESTHETIC BENEFIT

The aesthetic benefit relates to an improvement in the District’s visual appearance as a result of the District improvements and services. The beautification of property within the District can best be described as the ability for the property within the District to develop and operate at the property’s highest and best use. Properties within the District receive the following aesthetic benefits as a result of the District’s improvements and services:

- Uniform and up-to-date streetscape and median and frontage improvements create cohesion throughout the District from 18th Street to SR 54. This District cohesion enhances the experience for all stakeholders.
- The improvements and services enhance the community identity of the Mile of Cars area, which will lead to a stronger and healthier street corridor. The image of the Mile of Cars area is improved by maintaining the median and frontage improvements.
- The District revitalizes and beautifies the Mile of Cars area. This revitalization encourages new business development and existing business retention and expansion which overall reduces vacancies and increases lease rates for property, more specifically, the auto dealerships located within the District.

- The streetscape improvements encourage an increase in activity throughout the District. The Mile of Cars area becomes more pedestrian-friendly, thus improving activity for residents and businesses alike.
- Upgraded median and frontage amenities provided by the District enhance the appearance, desirability, and experience of the properties directly fronting the improvements provided throughout the District.

The streetscape improvements add aesthetic value to property adjacent to the improvements, but the improvements also make the property appear more stable and prosperous. The aesthetic benefit received by properties within the District assists each property in developing and operating at its highest and best use.

5.1.3 SEPARATION OF GENERAL BENEFIT

Section 4 of Article XIID of the California Constitution provides that once a local agency which proposes to impose assessments on property has identified those parcels that will have special benefits conferred upon them and upon which an assessment will be imposed, the local agency must then “separate the general benefits from the special benefits conferred,” and only the special benefits can be included in the amount of the assessments imposed.

General benefit is an overall and similar benefit to the public at large resulting from the improvements and services to be provided. The District improvements and maintenance services, which are more fully presented in Section 2 of this Report, will be provided within the District boundaries only. There will be no improvements or maintenance services provided by the District outside of the District boundaries.

The District provides aesthetic benefits to the properties within the District. However, it is recognized that the District also provides a level of benefit to some property and businesses within close proximity to the District, as well as visitors and individuals passing through the District. Vehicular and pedestrian traffic from property within and outside of the District, as well as individuals passing through the Mile of Cars area, will be able to enjoy the improvements and maintenance services. Therefore, it is necessary to quantify the general benefits created as a result of the District improvements and services. A Special v. General Benefit Analysis was performed in Fiscal Year 2013/14 to quantify said general benefits.

5.1.4 QUANTIFICATION OF GENERAL BENEFIT

As previously mentioned, general benefit is an overall and similar benefit to the public at large resulting from the improvements and services which are funded by the assessment revenue. The District improvements and maintenance services will be provided within the District boundaries only. There will be no improvements or maintenance services provided by the District outside of the District boundaries.

General benefits accrue to individuals “walking through” the District and to vehicles “passing through” the District. Individuals walking through the District are typically people who live in close proximity and whose origin or destination neither begins with nor ends at a parcel within the District. Any walking that begins with or ends at a parcel within the District are considered part of the special benefit for those parcels within the boundaries of the District.

Vehicles passing through the District are those vehicles whose origin or destination neither begins with nor ends at a parcel within the District. Any vehicle trips that begin with or end at a parcel within the District

are considered part of the special benefit for those parcels within the boundaries of the District. For the purposes of this analysis, it was determined that the general benefit quantification should be focused on vehicle trips passing through the District because National City Boulevard is a major thoroughfare which connects and provides access to SR 54.

To quantify and separate the amount of general benefit received by the general population as a result of the improvements and services provided by the assessment revenue, it has been determined that general benefits accrue mainly to vehicles “passing through” the District. Meaning, any vehicle using the City’s streets that lie within the boundaries of the District that is coming or going to a parcel within the District ultimately is not part of the “general public” benefitting from the proposed improvements and services. Accordingly, the separation of general benefits from special benefits will be measured by that estimated portion of vehicle trips “passing through” the District.

In order to determine the estimated portion of the vehicle trips “passing through” the District, trip generation data was collected for each parcel within the boundaries of the District using San Diego County assigned land use codes and property characteristics. Each land use code was categorized and located in the ITE Trip Generation Manuals – 2nd Edition. Using the property characteristics and data gathered from the ITE Trip Generation Manuals, the estimated amount of Average Daily Trips (ADT) was calculated for each parcel within the boundaries of the District. The ADT were then added together for each parcel within the boundaries of the District to arrive at a total amount of vehicle trips generated by the District, which equaled 13,385 ADT.

The total average vehicle trips were then compared to the average vehicle trip generation data detailed in the City of National City Comprehensive Land Use Update (Transportation and Circulation) for the streets running through the District, which equaled 14,825 ADT. The comparison concluded that 90.29% of all vehicle trips passing through the District were coming or going to a parcel within the boundaries of the District, hence 90.29% of all vehicle trips passing through the District are designated as benefiting from the special benefits provided by the District. As a result, 9.71% of all vehicle trips passing through the District are general in nature and hence, do not receive any special benefit from the District.

Pursuant to the Special v. General Benefit Analysis performed in Fiscal Year 2013/14, 9.71% of the benefits of the services are considered general benefit. Accordingly, 90.29% of the benefit from the improvements and services are considered to provide special benefit to the properties within the District and thus are subject to the assessment.

5.1.5 APPORTIONMENT OF COSTS

In further making the analysis, it is necessary that the property owners receive a special and direct benefit distinguished from that of the general public. In this case, an in-depth analysis was performed and several factors are being used in the final method and spread of assessment.

All of the improvements are intended to be of direct benefit to properties within the District. These improvements require significantly more maintenance than normally provided by the City. It is therefore appropriate that the properties receiving the benefit be assessed for the additional cost.

Lineal frontage was assigned as the assessment variable by the original assessment engineer because all of the special aesthetic benefits received by properties within the District from the improvements and services provided, using revenues from the annual assessment levy, can be quantified best by identifying

the lineal frontage of the property along National City Boulevard. Lineal frontage is a tangible property characteristic that clearly ties the aesthetic benefits received by parcels within the District to the amount of frontage of each property, which is where the aesthetic benefit is to be received and realized.

The improvements and maintenance services being provided to and enjoyed by the parcels within the District provide an aesthetic benefit not provided to any parcels outside of the District boundaries. The annual assessment is based upon a parcel's lineal frontage unless otherwise identified by the original assessment engineer, as previously approved by property owners at the formation of the District.

There are generally two categories of improvements to be maintained by the District – the median improvements and the frontage improvements. The median improvements benefit all properties within the District. The improvements to the parkway (referred to herein as Frontage Improvements) benefit those properties which they abut. The specific method of spreading the assessment is described below:

5.1.6 MEDIAN IMPROVEMENTS

1. The total cost for maintenance of the Median Improvements is apportioned to all parcels in the District and is based on the frontage of each parcel along National City Boulevard.
2. Parcel 32 (APN 562-220-11) does not have frontage on National City Boulevard, but receives some benefit from median improvements and maintenance services benefiting properties within the boundaries of the District. As a result, the original assessment engineer determined that the parcel received a lower level of benefit and therefore assigned 100 frontage feet of benefit to the parcel.

5.1.7 FRONTAGE IMPROVEMENTS

1. The total cost for maintenance of the Frontage Improvements is apportioned to all parcels in the District and is based on the frontage of each parcel along National City Boulevard.
2. Parcel 32 (APN 562-220-11) does not have frontage on National City Boulevard. As such, Parcel 32 receives no benefit from the frontage improvements.
3. The frontage of each parcel is determined from current Assessor's maps for the County of San Diego, State of California. All frontage dimensions have been rounded to the nearest foot.

5.2 Maximum Annual Assessment Rates

The maximum annual assessment to be levied on all properties within the District in any fiscal year shall be subject to an annual escalation of up to 10% based upon actual and anticipated expenditures.

The following table shows the historical maximum annual assessment rates.

Fiscal Year	Percentage Increase	Maximum Frontage Rate Per Frontage Foot	Maximum Median Rate Per Frontage Foot	Total Maximum Rate Per Frontage Foot ⁽¹⁾	Total Actual Rate Per Frontage Foot ⁽¹⁾	Actual Percentage Increase
1996/97	N/A	\$3.29	\$6.43	\$9.72	\$9.72	N/A
1997/98	10%	3.62	7.07	10.69	10.69	9.98%
1998/99	10%	3.98	7.78	11.76	11.09	3.74%
1999/00	10%	4.38	8.56	12.94	11.07	-0.18%
2000/01	10%	4.82	9.41	14.23	11.51	3.97%
2001/02	10%	5.30	10.35	15.66	10.52	-8.60%
2002/03	10%	5.83	11.39	17.22	11.03	4.85%
2003/04	10%	6.41	12.53	18.95	11.25	1.99%
2004/05	10%	7.05	13.78	20.84	11.56	2.76%
2005/06	10%	7.76	15.16	22.93	11.68	1.04%
2006/07	10%	8.54	16.68	25.22	12.37	5.91%
2007/08	10%	9.39	18.35	27.74	13.72	10.91%
2008/09	10%	10.33	20.18	30.52	14.79	7.80%
2009/10	10%	11.36	22.20	33.57	16.19	9.47%
2010/11	10%	12.50	24.42	36.93	16.87	4.20%
2011/12	10%	13.75	26.86	40.62	15.75	-6.64%
2012/13	10%	15.12	29.55	44.68	15.80	0.32%
2013/14	10%	16.64	32.51	49.15	15.49	-1.96%
2014/15	10%	18.30	35.76	54.07	15.15	-2.19%
2015/16	10%	20.13	39.33	59.46	15.11	-0.26%
2016/17	10%	22.15	43.27	65.42	15.86	4.96%
2017/18	10%	24.36	47.60	71.96	15.69	-1.07%
2018/19	10%	26.80	52.36	79.16	16.38	4.40%
2019/20	10%	29.48	57.59	87.07	16.76	2.32%
2020/21	10%	32.43	63.35	95.78	17.23	2.80%
2021/22	10%	35.67	69.69	105.36	17.23	0.00%
2022/23	10%	39.24	76.66	115.90	17.63	2.32%
2023/24	10%	43.16	84.32	127.48	17.84	1.19%

(1) Rates are truncated.

The annual assessment shall not exceed the maximum assessment, unless the appropriate Proposition 218 proceedings are conducted by the City to authorize an increase beyond the maximum assessment amount. The actual combined annual assessment rate for Fiscal Year 2023/24 is \$17.84, which reflects an increase of 1.19% from Fiscal Year 2022/23.

5.3 Assessment Roll

The proposed Fiscal Year 2023/24 District assessment roll is listed on the following page.

City of National City
Landscape Maintenance District No 1 (Mile of Cars)
Final Billing Detail Report for Fiscal Year 2023/24

APN	Frontage	Levy	Other	Levy Total
560-203-03-00	291	\$5,191.70	\$0.00	\$5,191.70
560-204-02-00	140	2,497.72	0.00	2,497.72
560-204-04-00	190	3,389.77	(0.01)	3,389.76
560-210-01-00	125	2,230.11	(0.01)	2,230.10
560-210-04-00	165	2,943.75	(0.01)	2,943.74
560-210-40-00	211	3,764.43	(0.01)	3,764.42
560-210-41-00	50	892.04	0.00	892.04
560-210-42-00	30	535.22	0.00	535.22
560-261-08-00	270	4,817.04	0.00	4,817.04
560-271-07-00	75	1,338.06	0.00	1,338.06
560-271-09-00	50	892.04	0.00	892.04
560-271-14-00	95	1,694.88	0.00	1,694.88
560-271-15-00	100	1,784.09	(0.01)	1,784.08
560-330-03-00	591	10,543.98	0.00	10,543.98
560-393-03-00	140	2,497.72	0.00	2,497.72
560-393-04-00	480	8,563.64	0.00	8,563.64
562-021-01-00	100	1,784.09	(0.01)	1,784.08
562-021-07-00	160	2,854.54	0.00	2,854.54
562-031-13-00	110	1,962.50	0.00	1,962.50
562-031-14-00	160	2,854.54	0.00	2,854.54
562-090-06-00	270	4,817.04	0.00	4,817.04
562-100-13-00	135	2,408.52	0.00	2,408.52
562-100-14-00	135	2,408.52	0.00	2,408.52
562-150-13-00	209	3,728.75	(0.01)	3,728.74
562-160-07-00	300	5,352.27	(0.01)	5,352.26
562-180-32-00	82	1,462.95	(0.01)	1,462.94
562-180-33-00	127	2,265.79	(0.01)	2,265.78
562-220-11-00	100	985.67	(0.01)	985.66
562-220-13-00	230	4,103.41	(0.01)	4,103.40
562-220-31-00	155	2,765.34	0.00	2,765.34
562-220-32-00	314	5,602.04	0.00	5,602.04
562-251-37-00	202	3,603.86	0.00	3,603.86
562-251-38-00	167	2,979.43	(0.01)	2,979.42
562-252-16-00	330	5,887.50	0.00	5,887.50
562-321-07-00	182	3,247.04	0.00	3,247.04
562-321-08-00	148	2,640.45	(0.01)	2,640.44
562-330-43-00	40	713.63	(0.01)	713.62
562-330-47-00	192	3,425.45	(0.01)	3,425.44
562-330-48-00	133	2,372.84	0.00	2,372.84
562-340-09-00	300	5,352.27	(0.01)	5,352.26
562-340-47-00	164	2,925.91	(0.01)	2,925.90
562-340-48-00	436	7,778.64	0.00	7,778.64

Slight variances may occur due to rounding

City of National City
Landscape Maintenance District No 1 (Mile of Cars)
Final Billing Detail Report for Fiscal Year 2023/24

APN	Frontage	Levy	Other	Levy Total
562-340-49-00	291	5,191.70	0.00	5,191.70
562-340-50-00	300	5,352.27	(0.01)	5,352.26
562-340-69-00	290	5,173.86	0.00	5,173.86
562-340-70-00	300	5,352.27	(0.01)	5,352.26
46 Accounts	9065	\$160,929.28	(\$0.20)	\$160,929.08
46 Total Accounts	9065	\$160,929.28	(\$0.20)	\$160,929.08



AGENDA REPORT

Department: Planning
Prepared by: Martin Reeder, AICP – Planning Manager
Meeting Date: Tuesday, June 6, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Adoption of a Resolution Declaring Its Intention to Conduct a Public Hearing on June 20, 2023 and to Levy and Collect Assessments for the Landscape Maintenance District No. 1.

RECOMMENDATION:

Adopt the Resolution entitled “Resolution of the City Council of the City of National City, California, Declaring Its Intention to Conduct a Public Hearing on June 20, 2023 and to Levy and Collect Assessments for the Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2023-2024.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The City formed the Mile of Cars Landscape Maintenance District No. 1 in 1995 to provide for the maintenance, operations, and servicing of certain improvements in the District, including landscaping, signage, and lighting. Each year, the City Council considers the adoption of resolutions to allow the District to continue operating with funding through a special tax levy on properties within the District. The resolution would declare the City’s intention to conduct a public hearing and to levy and collect assessments on behalf of the District for Fiscal Year 2023-24 based on the Engineer’s Report, an annual report that identifies the assessment to be levied and the work program to be conducted by the Mile of Cars Landscape Maintenance District. The Mile of Cars Association has approved the scope of work, the proposed assessment, and the District budget. The proposed total assessment of \$160,929.53 is an increase of roughly 4% over the prior year’s total assessment. The City’s consultant and City administrative costs are paid from the District’s assessment funds.

FINANCIAL STATEMENT:

The total proposed budget for the District for Fiscal Year 2023-24 is \$175,720. The funding sources include \$160,930 from assessments levied on property owners who directly benefit from the maintenance and improvements carried out within the district, and \$14,790 from the City’s General Fund to pay for the general benefit to the public at large from the District’s operations. Because the City owns one of the parcels within the district, it will pay a share of the \$160,930, which for Fiscal Year 2023-24 will be \$2,640.44, bringing the total general fund cost to \$17,431. The City receives \$5,500 annually to cover administrative costs.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review.CCR15378;
PRC 21065.

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A - Resolution

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DECLARING ITS INTENTION TO CONDUCT A PUBLIC HEARING ON JUNE 20, 2023, AND TO LEVY AND COLLECT ASSESSMENTS FOR THE LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS) FOR FISCAL YEAR 2023-24.

WHEREAS, the City Council previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City's Landscape Maintenance District No. 1 (Mile of Cars) (the "Assessment District"); and

WHEREAS, the City has retained a consultant for the purpose of assisting with the annual levy of the Assessment District, and the preparation and filing of an Annual Report; and

WHEREAS, the Council has, by previous resolution, ordered NBS to prepare and file such Annual Report; and

WHEREAS, the consultant has prepared and filed such Annual Report with the City Clerk.

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

Section 1: Intention: The Council hereby declares its intent to levy and collect assessments within the Assessment District to pay the costs of the Improvements for the fiscal year commencing July 1, 2023 and ending June 30, 2024. The Council finds that the public's best interest requires such action.

Section 2: Improvements: The Improvements include, but are not limited to: landscape planting and irrigation, colored hardscape, lighting systems, graphic panels, banners and signage, painted crosswalks, and street furniture. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous, and satisfactory condition.

Section 3: Assessment District Boundaries: The boundaries of the Assessment District are as shown by the assessment diagram filed in the offices of the City Clerk, which map is made a part hereof by reference.

Section 4: Annual Report: Reference is made to the Annual Report prepared by NBS, on file with the Clerk, for a full and detailed description of the improvements, the boundaries of the Assessment District, and the proposed assessments upon assessable lots and parcels of land within the Assessment District.

Section 5: Notice of Public Hearing: The Council hereby declares its intention to conduct a Public Hearing concerning the levy of assessments in accordance with Section 22629 of the Act. All objections to the assessment, if any, will be considered by the Council. The Public Hearing will be held on Tuesday, June 20, 2023 at 6:00 pm or as soon thereafter as is feasible in the Council Chambers located at 1243 National City Blvd, National City, CA 91950. The Council further orders the Clerk to publish notice of this resolution in accordance with Section 22626 of the Act.

Section 6: Increase of Assessment: The maximum assessment is not proposed to increase from the previous year above that amount previously approved by the property owners (as “increased assessment” is defined in Section 54954.6 of the Government Code).

Section 7: That the City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 6th day of June, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Planning
Prepared by: Martin Reeder, AICP – Planning Manager
Meeting Date: Tuesday, June 6, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Adoption of Resolution initiating proceedings for the levy and collection of assessments for the Landscape Maintenance District No. 1 (Mile of Cars) for fiscal year 2023-24

RECOMMENDATION:

Adopt the Resolution entitled “Resolution of the City Council of the City of National City, California, Initiating Proceedings for the Levy and Collection of Assessments for the Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2023-24.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The City formed the Mile of Cars Landscape Maintenance District No. 1 in 1995 to provide for the maintenance, operations, and servicing of certain improvements in the District, including landscaping, signage, and lighting. Each year, the City Council considers the adoption of resolutions to allow the District to continue operating with funding through a special tax levy on properties within the District. The resolution would initiate proceedings for the District for Fiscal Year 2023-24. The Mile of Cars Association has approved the scope of work, the proposed assessment, and the District budget based on the Engineer’s Report, an annual report that identifies the assessment to be levied and the work program to be conducted by the Mile of Cars Landscape Maintenance District. The proposed total assessment of \$160,929.53 is an increase of roughly 4% over the prior year's total assessment. The City’s consultant and City administrative costs are paid from the District’s assessment funds.

FINANCIAL STATEMENT:

The total proposed budget for the District for Fiscal Year 2023-24 is \$175,720. The funding sources include \$160,930 from assessments levied on property owners who directly benefit from the maintenance and improvements carried out within the district, and \$14,790 from the City’s General Fund to pay for the general benefit to the public at large from the District’s operations. Because the City owns one of the parcels within the district, it will pay a share of the \$160,930, which for Fiscal Year 2023-24 will be \$2,640.44, bringing the total general fund cost to \$17,431. The City receives \$5,500 annually to cover administrative costs.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A - Resolution

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS) FOR FISCAL YEAR 2023-24.

WHEREAS, the City Council previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the “Act”) to establish the City’s Landscape Maintenance District No. 1 (Mile of Cars) (the “Assessment District”); and

WHEREAS, the City has retained a consultant for the purpose of assisting with the annual levy of the Assessment District, and the preparation and filing of an Annual Report; and

WHEREAS, the City Council wishes to initiate proceedings to provide for the levy of assessments for Fiscal Year 2023-24.

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

Section 1: Annual Report: The Council orders the consultant to prepare and file with the City Clerk the Annual Report concerning the levy and collection of assessments within the Assessment District for the fiscal year commencing July 1, 2023 and ending June 30, 2024.

Section 2: New Improvements or Changes to Existing Improvements: There are no changes to existing improvements nor are there any items being added to the list of improvements previously approved at the formation of the Assessment District.

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

PASSED AND ADOPTED this 6th day of June, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Engineering
Prepared by: Ricardo Rodriguez, Assistant Engineer-Civil
Meeting Date: Tuesday, June 6, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Second Public Hearing and Adoption of an Ordinance to Extend the Wastewater Rates Adopted for Fiscal Years 2022-2023 through Fiscal Years 2024-2025 with No Increase.

RECOMMENDATION:

Hold a Second Public Hearing and Adopt the Ordinance Entitled, “Ordinance of the City Council of the City of National City, California, Amending Ordinance No. 2017-2442 Extending the Wastewater Rates Adopted for Fiscal Years 2022-2023 to Fiscal Years 2023-2024 and 2024-2025 with No Increase.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

City Council unanimously approved the first reading of the ordinance on May 16, 2023.

EXPLANATION:

In December of 2017 the City Council adopted a 5 year wastewater rate study that set rates for Fiscal Years 2019-2023. The Council action did not specifically note that the wastewater rates would continue at that level until a new study was completed. Those rates went through a full proposition 218 notice and were approved. **See table below**

Residential Flat Rates	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
(\$ per month)					
Single Family Residence	\$ 35.23	\$ 38.68	\$ 42.47	\$ 46.61	\$ 51.18
Multi-Family Residence	\$ 27.48	\$ 30.17	\$ 33.13	\$ 36.36	\$ 39.92
Mobile Homes	\$ 21.49	\$ 23.60	\$ 25.91	\$ 28.43	\$ 31.22
Non-Residential Rates	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
(\$ per HCF)					
Suspended Solids/ BOD Solids / BOD Strength Category					
Commercial - Low	\$ 3.61	\$ 3.97	\$ 4.35	\$ 4.78	\$ 5.25
Commercial - Medium Low	\$ 3.89	\$ 4.33	\$ 4.73	\$ 5.13	\$ 5.66
Commercial - Medium	\$ 4.69	\$ 5.37	\$ 5.76	\$ 6.13	\$ 6.80
Commercial - Medium High	\$ 5.48	\$ 6.40	\$ 6.80	\$ 7.12	\$ 7.95
Commercial - High	\$ 6.82	\$ 8.14	\$ 8.55	\$ 8.79	\$ 9.88

The City consultant performed an analysis of the Fiscal Year 2022-2023 rates together with Fiscal Years 2023-2024 & 2024-2025 anticipated system and treatment needs and projected costs. The analysis confirmed that no rate increase would be needed for the next two fiscal years with available reserves. This is shown in Table B in Exhibit A.

The City of National City does not have its own wastewater treatment plant. National City is a member of the Metro Wastewater Joint Powers Association (JPA), a twelve-member agency, which uses the City of San Diego Treatment Facilities, primarily the Point Loma Treatment Plant located in Point Loma, San Diego. The JPA shares the cost of the operation and maintenance of this plant and related infrastructure. The Point Loma Wastewater Treatment Plant is currently undergoing upgrades and the City of San Diego is also implementing the Pure Water Program which also requires some cost sharing for the infrastructure associated with the treatment of the wastewater generated from the JPA. The City has been monitoring the actual impact on our treatment costs as the Pure Water Program costs have become more certain and these charges have allowed the rates to remain stable for two more years.

The costs for wastewater treatment are more than 60% of the costs for the City's operation and maintenance. Those costs include major capital costs for the City of San Diego's Wastewater Treatment Plants and pump stations, conveyance system operation and maintenance system and the Pure Water Program. During the last rate study the City of San Diego was expecting to pay cash for the capital costs of the Pure Water Program and now it is being funded with loans, therefore the costs for the City have flattened and reserves have been able to be reduced.

Because the rates are not being increased and they are only being extended at the current levels, there is no Proposition 218 notification and only this public hearing needs to be held. Therefore the below table is a summary of the service rates being proposed. Staff will be closely monitoring inflation, construction costs and other system needs and costs over the next two years to assess when to complete the next rate study.

National City Server Services Rates for Fiscal Years 2023-2024 and 2024-2025

Residential Flat Rates (per month)	Existing Fiscal Year 2022-2023 Monthly	Fiscal Year 2023-2024 Monthly	Fiscal Year 2024-2025 Monthly
Single Family Residence	\$ 51.18	\$ 51.18	\$ 51.18
Multi-Family Residence	\$ 39.92	\$ 39.92	\$ 39.92
Mobile Homes	\$ 31.22	\$ 31.22	\$ 31.22

Commercial Variables Rates (per HCF)

Strength Category	Suspended Solids/BOD Strength	Existing Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025
Commercial – Low	< 200 PPM	\$5.25	\$5.25	\$5.25
Commercial - Medium Low	201 to 280 PPM	\$5.66	\$5.66	\$5.66
Commercial - Medium	281 to 420 PPM	\$6.80	\$6.80	\$6.80
Commercial - Medium High	421 to 600 PPM	\$7.95	\$7.95	\$7.95
Commercial – High	> 600 PPM	\$ 9.88	\$ 9.88	\$ 9.88

FINANCIAL STATEMENT:

Extending the existing sewer fees at the rates previously established for Fiscal Year 2022-2023 for two more fiscal years will generate approximately \$11.9 million in revenues in each of those years. The revenues will cover the cost of maintenance and operations of the system and a portion of the anticipated need for capital improvements. Expenditures for capital improvements will require the use of approximately \$3.0 million in Sewer Fund reserves over the two years, but will not cause the reserves to dip below their target levels as set by City Council Policy #201, Maintenance of Reserve Funds. See Exhibit A for further details.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Health, Environment, and Sustainability

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act. Published in The Star News, on City Website and Posted on Bulletin Boards at City Hall.

ORDINANCE:

Second Reading and Adoption

EXHIBITS:

Exhibit A - Rate Study Memorandum

Exhibit B - Ordinance



MEMO

Date: April 27, 2023

To: Roberto Yano, Public Works Director, City of National City

From: Carmen Kasner, Ardurra Group, Inc.

Subject: Wastewater Rate Analysis

The City of National City (City) adopted via the Proposition 218 process, a wastewater rate study in Fiscal Year (FY) 2017 (2016-2017) that set rates for FY2017-2018 through FY2022-2023. This included increases for 5 years ending in FY2023. These rates included increases for each of those years of 9.8% with the anticipation that the financial picture of the wastewater system for the City should stabilize during that time. The actual revenues received from the projected rates matched the model well and costs experienced during this time was also similar. When those rates were established, there was significant uncertainty with the actual costs that would be carried by the City for the cost of the treatment and transportation of wastewater to the City of San Diego. This is due to the Pure Water Program that was being implemented to provide the double benefit of “secondary equivalency” to San Diego’s wastewater customers including National City as well as a significant new potable water supply for the City of San Diego.

The City hired Ardurra Group, Inc. as a subconsultant to Anser Advisors to review expected revenue and expenditures for the next few fiscal years to assess whether a rate increase was needed. We have completed that assessment and note the following key elements of the system needs:

1. The City’s Reserves are much higher than the previous model predicted due to lower costs from Metro during the rate model. Additionally, the amount of money needed for the Metro Cash Flow reserve has significantly dropped since the City of San Diego decided to take out loans for the construction of the Pure Water Program.
2. Inflation will affect the City’s CIP costs and City of San Diego Metropolitan Treatment System (Metro) system costs. Construction costs are currently vastly outpacing inflation, which has increased significantly.
3. Metro costs during the past 5 years have generally been lower than the previous rate model. Their costs over the next 5 years will be significantly more than the previous rate model.
4. No significant changes have occurred in the flow characteristics and distribution of flows or billing classifications in the past 5 years and therefore the current billing structure is appropriate.
5. The City’s CIP budget needs to be increased to address system improvements needed. \$4,000,000 can be budgeted and fit within the current rates.



Based upon our review of these key elements and the current reserves, no increase in rates is needed for the City of National City for FY23-24 or FY24-25 at this time. We will continue to monitor it annually and make recommendations based upon actual expenditures and construction costs.

The below table details the recommended monthly and unit charges.

TABLE A
Annual Sewer Service Charges for FY 2023-2024 & FY 2024-2025*

User Class	Current	2024	2025
Residential: \$ Per Month			
Single Family	\$ 51.18	\$ 51.18	\$ 51.18
Multi-family/Condo	\$ 39.92	\$ 39.92	\$ 39.92
Mobile Homes	\$ 31.22	\$ 31.22	\$ 31.22
Non-Residential: \$ Per HCF			
Commercial - Low	\$ 5.25	\$ 5.25	\$ 5.25
Commercial - Medium Low	\$ 5.66	\$ 5.66	\$ 5.66
Commercial - Medium	\$ 6.80	\$ 6.80	\$ 6.80
Commercial - Medium High	\$ 7.95	\$ 7.95	\$ 7.95
Commercial - High	\$ 9.88	\$ 9.88	\$ 9.88

*Commercial properties have an annual minimum charge of \$374.61 which is equivalent to a mobile home annual charge. Duplexes on a property are charged one single family rate and one multi-family rate.

For the purposes of this memo, references to a specific fiscal year are for the City’s fiscal year ending June 30. To avoid confusion between calendar and fiscal years, the term FY refers to the year beginning July 1 and ending June 30. The current rates were set through FY 2023 and therefore 2023 is considered current.



The below table details the current beginning balance based on the draft ACFR, budgets and projected expenses for the next two years and resulting Fund balance over the recommended target reserves:

TABLE B			
City of National City			
Sewer Utility Long Range Financial Plan			
	Current	Fiscal Year 2023-2024	Fiscal Year 2024-2025
Beginning Balance	\$ 19,357,821	\$ 16,154,651	\$ 15,331,767
Revenue:			
Non-Operating Revenue		\$ -	\$ -
User Fees	\$ 10,847,898	\$ 11,910,000	\$ 11,910,000
Total Revenue	\$ 10,847,898	\$ 11,910,000	\$ 11,910,000
Operations Expenses:			
Collection System Maintenance	\$ 2,185,086	\$ 2,294,340	\$ 2,409,057
Metro and JPA costs -Blended	\$ 6,285,436	\$ 7,438,544	\$ 7,661,700
Total Operations Expenses	\$ 8,470,522	\$ 9,732,884	\$ 10,070,758
Capital Improvement Program:			
Collection System CIP	\$ 5,580,546	\$ 3,000,000	\$ 4,000,000
Total Expenses	\$ 14,051,068	\$ 12,732,884	\$ 14,070,758
Fund Balance Prior to Reserves	\$ 16,154,651	\$ 15,331,767	\$ 13,171,009
Reserve Targets:			
Operations/Cash Flow	\$ 4,235,261	\$ 4,866,442	\$ 5,035,379
Metro Cash Flow	\$ 825,000	\$ 825,000	\$ 825,000
Emergency/Nat. Disaster	\$ 2,107,660	\$ 1,909,933	\$ 2,110,614
Capital Expansion Reserve	\$ 1,270,578	\$ 1,459,933	\$ 1,510,614
Capital Replacement Reserve	\$ 1,270,578	\$ 1,459,933	\$ 1,510,614
Total Recommended Reserves	\$ 9,709,078	\$ 10,521,240	\$ 10,992,220
Fund Balance Over/(Under) Reserve Target	\$ 6,445,573	\$ 4,810,527	\$ 2,178,789



This analysis maintains the City's current reserve policy #201, Amended May 4, 2021, that applies to the sewer fund of which there are five elements:

Sewer Service Fund Operations/Cash Flow Reserve: Between 25& 50% of a single year's budgeted Sewer Service Fund Operating Expenditures.

Sewer Service Fund Metro Cash Flow Reserve: an amount equal to the City's Estimated portion of the projected cash needs for capital costs of the San Diego Metropolitan Sewerage's Wastewater Treatment Program.

Sewer Service Fund Emergency/Natural Disaster Reserve: an amount equal to a minimum of 15% of a single year's budgeted Sewer Service Fund Operating Expenditures.

Sewer Service Fund Capital Replacement Reserve: an amount equal to between 10% & 15% of a single year's budgeted Sewer Service Fund Operating Expenditures.

Sewer Service Fund Capital Expansion Reserve: an amount equal to between 10% & 15% of a single year's budgeted Sewer Service Fund Operating Expenditures.

Background: City of National City

The City provides wastewater service to approximately 17,000 customers within the incorporated area of the City of National City. It owns and operates approximately 100 miles of pipeline, 2,000 manholes, and 2 lift stations. The collection, treatment, and disposal of wastewater in an environmentally safe and efficient manner promotes healthy communities and increases the quality of life for local residents.

The City is responsible for collecting and conveying wastewater flows originating within the City to the City of San Diego's Point Loma Treatment Plant for treatment and disposal. The City's primary goals are operating the sewerage system safely and efficiently while meeting the needs of their customers.

To meet these goals, the City undertakes routine cleaning, inspections, and repairs and rehabilitates its facilities as needed. The wastewater system operates in an area subject to strict regulatory oversight by Federal and State agencies such as the U.S. Environmental Protection Agency (US EPA) and the California State Water Resources Control Board (SWRCB). The City must comply with a multitude of laws including, but not limited to, State Wastewater Discharge Requirements (WDRs). Complying with these regulations and resulting mandates contributes to a large share of the cost burden on the City's system.

Background: City of San Diego Metropolitan Sewage Treatment System

The City is one of thirteen participating agencies (PAs) who send their wastewater to the City of San Diego Metropolitan Sewage Treatment System (Metro) for treatment and disposal. Along with the other PAs the City entered into the Regional Disposal Agreement with San Diego in 1998.



In 2015 the City of San Diego initiated a multibillion-dollar public works project entitled the Pure Water Program which will provide the double benefit of “secondary equivalency” to San Diego’s wastewater customers including National City as well as a significant new potable water supply for the City of San Diego. When the last rate study was completed, there was a lot of uncertainty as to whether the Pure Water Program construction would be funded with cash or with loans. The rates and reserves established by the City in the last rate study included reserves that would have allowed for paying cash for the City’s portion of the cost of the program. Since that time, the City of San Diego has obtained low interest loans for much of the work and thus the reserves needed for the Metro system have greatly reduced and now only include regular Capital Improvement Program projects that are anticipated to be paid for with cash. There for the total dollar of necessary reserves for the City has been reduced.

The construction of the Program is well underway and therefore most of the costs are known, but the City of San Diego has also indicated that there are other inflationary items and potential change orders that will affect the City of San Diego’s projects. An Amended and Restated Regional Wastewater Disposal Agreement between the City of San Diego and the Participating Agencies was adopted in 2018 that updated cost share of this program. Another update is being developed and negotiated that will finalize several elements of that 2018 agreement that were left open. It is anticipated that update will be ready for finalizing in the next 6-12 months. It is not expected that these updates will significantly affect the City’s costs currently projected.

ORDINANCE NO. 2023 -

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA,
AMENDING ORDINANCE NO. 2017-2442 EXTENDING THE WASTEWATER RATES
ADOPTED FOR FISCAL YEARS 2022-2023 TO FISCAL YEARS 2023-2024 and 2024-2025
WITH NO INCREASE**

WHEREAS, the City of National City (“City”) provides sewer services to approximately 9,000 customers; and

WHEREAS, pursuant to Ordinance No. 2017-2442, adopted by the City Council on December 5, 2017, the City adopted a five-year sewer service fee rate adjustment schedule commensurate with projected Regional Wastewater treatment increases and elected to have sewer service charges collected on the tax roll, as provided by California Health and Safety Code Section 5473 et seq; and

WHEREAS, a study was conducted and determined that the rates approved for Fiscal Year 2022-2023 could be extended to Fiscal Years 2023-2024 & 2024-2025 with no increase; and

WHEREAS, if no increase in wastewater rates are proposed, then Proposition 218 notification is not required and a Public Hearing can be held to extend the rates at the same level as previously adopted.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY HEREBY
ORDAINS AS FOLLOWS:**

Section 1: That the City Council hereby amends Ordinance No. 2017-2442 which established sewer service charges for Fiscal Years 2018-2019, 2019-2020, 2020-2021, 2021-2022, and 2022-2023 and to maintain the rates established for Fiscal Year 2022-2023 for Fiscal Years 2023-2024 and 2024-2025 as set forth in Exhibit “A” of the staff report, which is incorporated herein by reference effective July 1, 2023.

Section 2: This Ordinance shall take effect and be in force thirty days (30) from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once with the names of the members of the City Council voting for and against the same in the Star News, a newspaper of general circulation published in the County of San Diego.

Section 3: The City Council declares that the judicial invalidity of any subsection or portion of this chapter shall not affect the validity of any other remaining section or portion; that the City council would have adopted each of those remaining portions, notwithstanding any later declared invalidity. If any provision determined invalid under the preceding sentence can either be judicially severed or interpreted in a way that could harmonize it with the remaining provisions, then it may be severed or interpreted and applied so as to give full purpose, meaning and effect to the remaining provisions of this Chapter.

Section 4: The proposed action is exempt from the California Environmental Quality Act (“CEQA”) under Section 15061(b)(3) – general rule; the project is not considered a project under CEQA as there is no possibility that the activity raised by this Ordinance may have a significant impact on the environment; the city currently charges sewer services fees and by this ordinance will extend the existing fee schedule for two years.

Section 5: The City Clerk shall certify to the adoption of this Ordinance and shall publish in accordance with the law.

INTRODUCED at a regular meeting of the City Council of National City, held on this 16th day of May, 2023.

PASSED and ADOPTED this 6th day of June, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Engineering
Prepared by: Martha Juarez, Assistant Director of Engineering & Public Works
Meeting Date: Tuesday, June 6, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

A Public Hearing to Consider Rate Adjustments for Refuse Services, including Recycling and Organic Waste Disposal, and Amending the Agreement between the City and EDCO Disposal Corp.

RECOMMENDATION:

Hold Public Hearing to Consider Rate Adjustment for Refuse Services and Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Adopting a Resolution Following a Public Hearing Pursuant to Proposition 218 to Consider Rate Adjustments for Refuse Services, Including Recycling and Organics / Yard Waste Disposal, Provided to National City Residences and Businesses by EDCO Disposal Corporation, and Amending the Agreement Between the City and EDCO Disposal Corporation to Increase the Monthly Rates for Refuse Collection Services."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Pursuant to Proposition 218, the City must hold a Public Hearing to receive input as it considers a rate adjustment for refuse services provided to National City residences and businesses by EDCO Disposal Corporation (EDCO). Under a standing franchise agreement, EDCO is the exclusive waste management provider for the City, including for trash, recyclables and organic waste.

A rate adjustment is being proposed due to the increased costs of providing refuse services to residential and commercial users. For the last several years, EDCO has made adjustments every two (2) years to allow rate elements to stabilize. This has also had the effect of producing a savings to National City residents given that some components, such as the recycling volume, can create a reduction or offset. Rates have not been adjusted since July 1, 2021.

The rates for trash service are based on various components, including: 1) landfill rates, 2) organic/yard waste tonnage, 3) recyclables sold, and 4) the consumer price index (CPI) for the San Diego area. These factors are described below in further detail. EDCO conducts a Rate Review where the actual total cost/price of budget items is determined and compared to budgeted amounts. EDCO then reviews the data input, calculations, and rate determination with City staff.

EDCO's proposed rate adjustments for Fiscal Year 2023-2024, inclusive of the changes to the rates for the current refuse collection and recycling activities, is 6.65% for residential customers. The factors contributing to the rate change were as follows:

Landfill

As the City is a member of the Regional Solid Waste Authority (RSWA), the landfill portion of the rate is based on approved changes in the RSWA rate. The RSWA rate per ton increased from \$46.22 to \$48.53 on July 1, 2022. The increase of \$2.31 per ton equates to a weighted average adjustment of \$.31 to the standard residential rate and \$1.70 to the standard commercial rate. Ratepayers benefitted as a result of EDCO not requesting an increase in 2022.

Organics

The organics volume, which includes greens/yard and food waste, declined post COVID-19. This will result in a decrease of \$.64 to the standard commercial rate and \$.12 decrease to the residential rate.

Recycling

Changes in the value of recyclable materials are factored into the rate. Commodity values increased by approximately \$107,000 since the last review period. This equates to a decrease of \$3.43 to the standard commercial rate and a decrease of \$.47 to the residential rate.

Consumer Price Index CPI

The San Diego CPI index published for 2022 is 348.9, representing a 14.1% increase from the prior index of 305.8. The maximum CPI adjustment allowed for the 2 year period is 12%. This equates to a weighted average adjustment of \$1.65 to the standard residential rate, and \$9.43 to the standard commercial rate. Ratepayers benefitted as a result of EDCO not requesting an increase in 2022.

Summary of rate changes:

The last rate adjustment occurred on July 1, 2021. Residential rates increased 4.04% from \$22.52 to \$23.43 per month, an increase of \$0.91 per month. Effective July 1, 2021, Commercial rates increased 4.30% from \$126.21 to \$131.64 or \$5.43 per month.

Following the standard rate adjustment format, residential waste rates for basic service would increase 6.65% from \$23.43 to \$24.99 per month, an increase of \$1.56 per month per household. Commercial rates for the most common service (a three cubic yard bin serviced once weekly) would increase 6.16% from \$131.64 to \$139.75 or \$8.11 per month. The proposed increases are reflected on the attached rate schedule effective July 1, 2023.

In an effort to better serve the needs of the community, EDCO also offers special rates for residents who are 60 years of age or older. These include the Senior Discount Rate, which provides the standard residential service, and the Silver Bag program, which allows for considerable savings to customers who qualify and are able to minimize their waste generation.

The total proposed rate increases summarized above are for basic service subscribers, and would take effect on July 1, 2023, the beginning of FY 2024.

Residential Service	Current Monthly Rate (Effective 7/1/21)	Proposed Monthly Rate (Effective 7/1/23)
Base Rate	\$23.43	\$24.99
Senior Discount Rate	\$18.75	\$20.00
Silver Bag Rate	\$2.87 per bag	\$3.06 per bag

Pursuant to the requirements of Proposition 218, a Public Notice was mailed to all property owners of record on April 21, 2023 (see Exhibit A). The Proposition 218 process requires that written notification be given to all affected property owners, and that those property owners be given a 45-day period in which to submit written protests if they oppose the proposed rate adjustments.

California Government Code section 53756 permits the adoption of a schedule of fees authorizing automatic formulary adjustments for a period not to exceed five years. The proposed rates will be adjusted annually over the next five-year period, effective July 1, 2023 to June 30, 2028. As part of this hearing, the City will consider authorizing future annual administrative adjustments in the solid waste disposal/recycling rates for both residential and commercial customers, for a period of five years. The first year rates have been calculated as shown within this report and the related exhibits.

For years 2 through 5, the formulary adjustments will be based on the fixed factors of landfill fees, organics waste volume, recycling amounts, and changes in the CPI as detailed above for the upcoming year's proposed increase. Although the actual rate cannot be determined in advance, three of the factors have fixed maximum increases or "caps": 1) Landfill cost is capped at 5% increase per year, 2) Organics are adjusted by CPI and capped at 6% increase per year, for actual tonnage collected, 4) CPI is capped at 6% increase per year. While the Recycling component is not capped, it is based on commodity values for actual tonnage collected, and since 2006 has accounted for a change in rates between less than 1% of an increase to less than 3% reduction in overall rates.

The City receives a Franchise Fee as well as a Refuse Enterprise Fund Fee from EDCO, both of which are based on gross receipts. The Refuse Enterprise Fund was established in 1997 through City Council's adoption of Resolution 97-68. The revenue received has been used for refuse related purposes including AB939 expenses, litter control, City assistance at Citywide cleanup, special studies, staff support, and other related functions, in accordance with the originally intended purpose. The Enterprise Fund revenues continue to pay for AB939 programs such as Household Hazardous Waste collection and the City's annual report required by CalRecycle. The fund also helps cover the cost of hazardous waste disposal collected from the public right-of-way and a street sweeper operator.

Under the proposed new rates with EDCO, the Franchise Fee will be increasing according to the table below, however, no changes are proposed to the Refuse Enterprise Fund Fee; these will remain at 3.05% for residential and 2.86% for commercial receipts. In order to support current programs and provide new funding for required SB1383 programming, the Franchise Fees are proposed to increase from 10% to 12.5% over a four-year period as follows:

Date of Increase	Increase in Percentage	Franchise Fee
July 1, 2023	0% (no increase)	10%
July 1, 2024	1%	11%
July 1, 2025	0.5%	11.5%
July 1, 2026	0.5%	12%
July 1, 2027	0.5%	12.5%

The final proposed rates for residential and commercial customers are shown in the attached Exhibit B and Exhibit C, respectively, with rates for all services shown in Exhibit D. National City currently pays the lowest residential base rate for refuse service in the County. If the total

proposed base rate increase is approved, National City would still have the lowest residential service base rate in the County, as per the attached rate comparison sheet (Exhibit E).

Staff recommends the approval of the proposed adjustment to EDCO's refuse waste service rates for the period of July 1, 2023 through June 30, 2028.

FINANCIAL STATEMENT:

EDCO Disposal – Projected Revenue with rate increase FY23-24

General Fund account 001-00000-3033 = \$755,000

Refuse Enterprise Fund account 172-00000-3642 = \$210,000

This projected revenue amount reflects a \$65,000 increase based on the proposed rate increase.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Health, Environment, and Sustainability

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:

Property owners were noticed in accordance with Proposition 218 requirements.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Notice of Public Hearing

Exhibit B - Residential Rates Adjustment

Exhibit C - Commercial Rates Adjustment

Exhibit D - Rate Schedule

Exhibit E - Rate Comparison of Various Cities

Exhibit F – EDCO Presentation

Exhibit G - Resolution



NOTICE OF PUBLIC HEARING
to Consider Proposed Rate Increase
for Refuse Services

Tuesday, June 6, 2023, 6:00 p.m.

Proposition 218

Pursuant to Article XIII D of the California Constitution and the Proposition 218 Omnibus Implementation Act, the City of National City (the “City) hereby gives notice that a public hearing will be held on Tuesday, June 6, 2023, at 6:00 PM, or as soon as possible thereafter as the matter can be heard, at the regularly scheduled City Council meeting. The public hearing will be held in the Council Chamber located inside City Hall, at 1243 National City Boulevard, National City, California, 91950.

Reason for Proposed Rate Increase

A rate adjustment is being proposed due to the increased costs of providing refuse services to residential and commercial users as a result of changes in the Consumer Price Index (CPI), landfill fees, recycling values and organics. If approved, basic service residential rates will increase by \$1.89 per month, with a 20% discount for qualifying senior citizens and Senior Silver Bag Service will increase \$0.23 per bag. If approved, basic trash service for commercial rates will increase \$9.99 per month for a 3 yard container serviced one time per week. These rates were last adjusted on July 1, 2021 and if approved, these rates will become effective on July 1, 2023.

Residential Service	Current Monthly Rate (Effective 7/1/21)	Proposed Monthly Rate (Effective 7/1/23)
Base Rate	\$23.43	\$25.32
Senior Discount Rate	\$18.75	\$20.26
Silver Bag Rate	\$2.87 per bag	\$3.10 per bag

California Government Code section 53756 permits the adoption of a schedule of fees authorizing automatic adjustments for a period not to exceed five years. As part of this hearing, the City will consider authorizing future annual automatic inflationary adjustments in the solid waste disposal/recycling rates for a period of five years based upon changes in the CPI, landfill fees, recycling values and organics.

In addition, the City receives a Franchise Fee, which is a portion of EDCO’s revenues. In order to support current programs and provide new funding for required SB 1383 programming, the Franchise Fees are proposed to increase from 10% to 12.5% over a four-year period as follows. On July 1, 2024, Franchise Fees will increase 1%, on July 1, 2025, Franchise Fees will increase 0.5%, on July 1, 2026, Franchise Fees will increase 0.5% and on July 1, 2027, Franchise Fees will increase 0.5%.

Engineering & Public Works Department
1243 National City Boulevard, National City, CA 91950-4301
619/336-4380 Fax 619/336-4397 www.nationalcityca.gov



Protest Procedure

The property owner of record may file a written protest to the proposed rate adjustments. Property owners need not attend the public hearing in order to file a protest. Protests may be mailed to: City Clerk, 1243 National City Boulevard, National City, California 91950. If protesting by mail, please write on the front of the envelope that the enclosed letter of protest is for the proposed refuse and waste disposal adjustments. All protests must be received before the close of the public comment portion of the public hearing on **June 6, 2023**. Any protests received after that date and time, even if postmarked on or prior to that date, will not be counted.

Any protest received via e-mail, fax, or other electronic means shall also not be counted. The signature on the protest must be that of the property owner of record and be an original signature. Protests with copies of signatures will not be counted. Verbal comments do not qualify as a protest, unless accompanied by a written protest. While customers who live on property owned by others may attend the public hearing, the City will only count written protests filed by property owners. Only one valid protest per parcel will be counted.

In order to be counted, each protest must contain the following:

1. State that the property owner of record does not agree with the proposed rate adjustments.
2. Identify the location of the parcel by street address, assessor's parcel number (APN) listed on the address label of your envelope, or City account number.
3. Provide the printed name and original signature of the property owner submitting the protest.
4. If you wish to protest and you own multiple properties, you may file one valid protest for each parcel that you own. Only one protest will be counted per parcel. For example, if you own five parcels and you wish to file protests for each of your properties, you must file five separate protests.
5. If you wish to protest and your parcel is owned by more than one person, or by a corporation or other legal entity, you may only file one protest for that parcel. Proper documentation must be provided showing that the person who signs the protest has the authority to sign on behalf of the other owners, corporation, or legal entity.
6. If the name of the property owner was not shown on San Diego County's last equalized assessment roll as the owner of record, you must provide the City with a certified copy of a recorded deed.

Individuals with disabilities, who require reasonable accommodation under the Americans with Disabilities Act in order to participate in the public hearing, should contact the City Clerk's Office as far in advance of the public hearing as possible.

If you have any questions about this process, or this notice in general, please contact the Engineering / Public Works Department at 1243 National City Boulevard, National City, CA 91950 or by calling (619) 336-4580.

Posted: April 21, 2023
Shelley Chapel, MMC
City Clerk
CV129965 4/21/2023

Engineering & Public Works Department
1243 National City Boulevard, National City, CA 91950-4301
619/336-4380 Fax 619/336-4397 www.nationalcityca.gov



AVISO DE AUDIENCIA PÚBLICA
 para Evaluar el Incremento Propuesto
 a la Tarifa de los Servicios de
 Recolección de Basura

Martes 6 de junio de 2023, 6:00 p.m.

Propuesta 218

De conformidad con el Artículo XIII D de la Constitución de California y la Ley de Implementación General de la Propuesta 218, el Ayuntamiento de National City (el “Ayuntamiento”) por este medio da aviso de que se llevará a cabo una audiencia pública el martes 6 de junio de 2023, a las 6:00 PM, o tan pronto como sea posible después de que el asunto pueda ser escuchado, en la reunión ordinaria del Concejo Municipal. La audiencia municipal se llevará a cabo en el Salón del Concejo ubicado dentro del Ayuntamiento, en el 1243 del Boulevard National City, en National City, California, 91950.

Razón del Incremento Propuesto a la Tarifa

El ajuste a la tarifa se está proponiendo debido al incremento de los costos para proporcionar los servicios de recolección de basura a los usuarios residenciales y comerciales como un resultado de los cambios en el Índice de Precios al Consumidor (CPI, por sus siglas en inglés), las tarifas de vertedero, los valores de reciclaje y orgánicos. De ser aprobado, las tarifas residenciales básicas se incrementarán en \$1.89 mensuales, con un 20% de descuento para adultos mayores calificados y el Servicio Senior Silver Bag se incrementará \$0.23 por bolsa. De ser aprobado, el servicio básico de servicio de recolección de basura para tarifas comerciales se incrementará \$9.99 mensuales para un contenedor de 3 yardas con servicio una vez a la semana. Estas tarifas se ajustaron por última vez el 1 de julio de 2021 y de ser aprobadas, estas tarifas iniciarán su vigencia el 1 de julio de 2023.

Servicio Residencial	Tarifa Mensual Actual (A partir del 1/7/21)	Tarifa Mensual Propuesta (A partir del 1/7/23)
Tarifa Base	\$23.43	\$25.32
Tarifa con Descuento para Adultos Mayores	\$18.75	\$20.26
Tarifa Silver Bag	\$2.87 por bolsa	\$3.10 por bolsa

La sección 53756 del Código de Gobierno de California permite la adopción de un programa de tarifas que autorice ajustes automáticos por un periodo que no exceda los cinco años. Como parte de esta audiencia, el Ayuntamiento considerará la autorización de futuros ajustes inflacionarios anuales automáticos en las tarifas por disposición/reciclaje de residuos sólidos por un periodo de cinco años basados en los cambios del CPI, las tarifas de vertedero, los valores de reciclaje y orgánicos.

Además, el Ayuntamiento recibe una Tarifa de Franquicia, la cual es una parte de los ingresos de EDCO. Con el objeto de apoyar los programas actuales y proporcionar financiamiento nuevo para la programación exigida por la SB 1383, se propone incrementar las Tarifas de Franquicia de un 10% a un 12.5% durante un periodo de cuatro años de la siguiente manera. El 1 de julio de 2024, las Tarifas de Franquicia se incrementarán un 1%, el 1 de julio de 2025, las Tarifas de Franquicia se incrementarán un 0.5%, el 1 de julio de 2026, las Tarifas de Franquicia se incrementarán un 0.5% y el 1 de julio de 2027, las Tarifas de Franquicia se incrementarán un 0.5%.



Procedimiento de Protesta

El dueño registrado de la propiedad puede presentar por escrito una protesta contra los ajustes de tarifa propuestos. No es necesario que los dueños de las propiedades acudan a la audiencia pública con el objetivo de presentar una protesta. Las protestas pueden ser enviadas por correo postal al: Secretario Municipal, en el 1243 del National City Boulevard, en National City, California 91950. Si protesta por correo postal, por favor escriba en el anverso del sobre que la carta de protesta adjunta es en contra de los ajustes propuestos para el servicio de recolección de basura y disposición de residuos. Todas las protestas deben ser recibidas antes del cierre de la parte de comentarios públicos de la audiencia pública el 6 de junio de 2023. Cualquier propuesta recibida después de esa fecha y hora, aún si tienen sello postal previo a esa fecha, no se tendrán en cuenta.

Cualquier protesta recibida por correo electrónico, fax u otros medios electrónicos tampoco se tendrán en cuenta. La firma de la protesta debe ser la del dueño registrado de la propiedad y ser una firma original. Las protestas con copias de firmas no se tendrán en cuenta. Los comentarios en forma verbal no califican como una protesta, a menos que estén acompañados de una protesta por escrito. Aunque los clientes que viven en una propiedad de alguien más pueden asistir a la audiencia pública, el Ayuntamiento solo tendrá en cuenta protestas por escrito presentadas por los dueños de las propiedades. Sólo se tomará en cuenta una protesta válida por parcela.

Para que sea tomada en cuenta, cada protesta debe contener lo siguiente:

1. Declaración de que el dueño registrado de la propiedad no está de acuerdo con los ajustes de tarifa propuestos.
2. Identificar la ubicación de la parcela mediante la dirección postal, el número de parcela del tasador (APN, por sus siglas en inglés) mencionados en la etiqueta de dirección de su sobre o el número de cuenta del Ayuntamiento.
3. Proporcionar el nombre impreso y la firma original del dueño de la propiedad que presenta la protesta.
4. Si desea protestar y es dueño de múltiples propiedades, puede presentar una protesta válida por cada parcela de su propiedad. Únicamente se tomará en cuenta una protesta por parcela. Por ejemplo, si es propietario de cinco parcelas y usted desea presentar protestas para cada una de sus propiedades, debe presentar cinco protestas por separado.
5. Si desea protestar y su parcela es propiedad de más de una persona o una empresa u otra entidad legal, puede presentar solamente una protesta por esa parcela. La documentación adecuada se debe proporcionar demostrando que la persona que firma la protesta tiene la autoridad para firmar en nombre de los otros propietarios, empresa o entidad legal.
6. Si el nombre del dueño de la propiedad no aparece en la última lista de tasaciones balanceadas del Condado de San Diego como el dueño registrado de la propiedad, usted debe proporcionar al Ayuntamiento una copia certificada de una escritura registrada.

Las personas con discapacidades que necesiten adaptaciones razonables de conformidad con la Ley de Estadounidenses con Discapacidades, con el objetivo de participar en la audiencia pública, deben ponerse en contacto con la Oficina del Secretario Municipal con la mayor antelación posible a la audiencia pública.

Si tiene dudas acerca de este proceso o este aviso en general, por favor póngase en contacto con el Departamento de Ingeniería / Obras Públicas en el 1243 del Boulevard National City, National City, CA 91950 o llamando al (619) 336-4580.

Publicado: 21 de abril de 2023
Shelley Chapel, MMC,
Secretario Municipal

Departamento de Ingeniería y Obras Públicas
1243 National City Boulevard, National City, CA 91950-4301
619/336-4380 Fax 619/336-4397 www.nationalcityca.gov

Residential Rates Adjustment National City

Rate Adjustment - July 1, 2023

Gross Rate Revenue & Franchise Fees	Annual Amount
Gross Residential Rate Revenue - 2022	\$ 2,186,022
Less Residential Franchise Fees @ 10%	(\$218,602)
Less Enterprise Fund (res portion)	(\$58,779)
Residential Rate Revenue Net of Franchise and Enterprise Fund	\$ 1,908,641

Revenue Components (net of Franchise Fees)		
Revenue Components (net of Franchise Fees)	Annual Amount	Percentage of Rate Revenue Net of Franchise Fees
Residential Rate Revenue Net of Franchise Fees	\$1,908,641	100.00%
Less: Actual Residential refuse Disposal Expense	-\$581,468	-30.47%
Less: Actual Organic Waste Disposal (res portion)	-\$107,449	-5.63%
Add: Recycling Revenue (residential portion)	\$68,722	3.14%
Residential Service Revenue	\$1,288,447	67.05%

Percentage change in adjustment factors				
Adjustment Factor	Old	New	Index Change	Rate Component Percent Change
RSWA Disposal Tipping Fee per Ton	\$ 46.22	\$ 48.53	\$ 2.31	5.00%
Organics	\$ 159,044	\$ 141,918	\$ (17,126)	-10.77%
Recycling Revenue Increase / (Decrease)	\$44,437	\$77,125	\$ 32,688	73.56%
CPI- San Diego 2nd Half Index CUURS49ESA0	305.8	348.9	43.13	14.10%
CPI- San Diego Index Cap				12.00%

Weighted percentage change in adjustment factors			
Revenue Components	Component Weight	Rate Component Percent Change	Weighted Rate Adjustment
Refuse Disposal	30.47%	5.00%	1.52%
Organics	5.63%	-10.77%	-0.61%
Recycling Revenue (Increase)/Decrease	-3.14%	73.56%	-2.31%
Service	67.05%	12.00%	8.05%
Totals	100.00%		6.65%

Apply weighted percentage change to Residential Rates				
Service	Current Monthly Rate	Weighted Rate Adjustment	Rate Change	Adjusted Monthly Rate
Residential Single Family Rate	\$23.43	6.65%	1.56	24.99
Senior Rate	\$18.75	6.65%	1.25	20.00
Silver Bag	\$2.87	6.65%	0.19	3.06
Multi family recycling per Unit	\$1.19	6.65%	0.08	1.27

	Updated Allocation of current rate	Change	New Rate Allocation
Service	\$13.72	\$1.65	\$15.36
Landfill	\$6.23	\$0.31	\$6.54
Enterprise Fund	\$0.63	\$0.04	\$0.67
Recycling	(\$0.64)	(\$0.47)	(\$1.11)
Organics	\$1.15	(\$0.12)	\$1.03
Franchise Fee (10%)	\$2.34	\$0.16	\$2.50
Total Rate	\$23.43	\$1.56	\$24.99

Commercial Rates Adjustment National City

Rate Adjustment - July 1, 2023

Gross Rate Revenue & Franchise Fees	Annual Amount
Gross Commercial Rate Revenue - 2022	\$ 4,857,543
Less Gross Franchise Fees @ 10%	(\$485,754)
Less Enterprise Fund (comm portion)	(\$138,007)
Commercial Rate Revenue Net of Franchise Fee and Enterprise Fund	\$ 4,233,782

Revenue Components (net of Franchise Fees)	Annual Amount	Percentage of Rate Revenue Net of Franchise Fees
Commercial Rate Revenue Net of Franchise Fees	\$4,233,782	100.00%
Less: Actual Commercial Refuse Disposal Expense	-\$1,256,129	-29.67%
Less: Actual Organic Waste Disposal(comm portion)	-\$218,153	-5.15%
Add: Recycling Revenue (comm portion)	\$139,527	3.30%
Commercial Service Revenue	\$2,899,027	68.47%

Percentage change in adjustment factors

Adjustment Factor	Old	New	Index Change	Rate Component Percent Change
RSWA Disposal Tipping Fee per Ton	\$ 46.22	\$ 48.53	\$ 2.31	5.00%
Organics	\$ 322,907	\$ 288,138	\$ (34,769)	-10.77%
Recycling Revenue Increase / (Decrease)	\$ 82,100	\$ 156,587	\$ 74,487	90.73%
CPI- San Diego 2nd Half Index CUURS49ESA0	305.8	348.9	43.13	14.10%
CPI- San Diego Index Cap				12.00%

Weighted percentage change in adjustment factors

Components of Actual Revenue	Component Weight	Rate Component Percent Change	Weighted Rate Adjustment
Refuse Disposal	29.67%	5.00%	1.48%
Organics	5.15%	-10.77%	-0.55%
Recycling (Increase)/Decrease	-3.30%	90.73%	-2.99%
Service	68.47%	12.00%	8.22%
Totals	100.00%		6.16%

Apply weighted percentage change to Commercial Rates

Service	Current Monthly Rate	Weighted Rate Adjustment	Rate Change	Adjusted Monthly Rate
3 Cu Yard x 1 week	\$131.64	6.16%	\$8.11	\$139.75

	Updated Allocation of current rate	Change	Proposed New Allocation
Service	\$78.57	\$9.43	\$88.00
Landfill	\$34.04	\$1.70	\$35.74
Enterprise Fund	\$3.74	\$0.23	\$3.97
Recycling	(\$3.78)	(\$3.43)	(\$7.21)
Organics	\$5.91	(\$0.64)	\$5.27
Franchise Fee (10%)	\$13.16	\$0.82	\$13.98
Total Rate	\$131.64	\$8.11	\$139.75

NATIONAL CITY RATE SCHEDULE
July 1, 2023

	CURRENT MONTHLY RATE	PROPOSED MONTHLY RATE	PROPOSED CHANGE	
1. RESIDENTIAL				
Per month residential single family properties	\$23.43	\$24.99	\$1.56	6.65%
Per month second thru fourth unit	\$16.42	\$17.51	\$1.09	6.65%
2. TRAILER PARKS AND MOTELS				
One time per week, per unit, per month	\$14.41	\$15.37	\$0.96	6.65%
3. MULTI-FAMILY 5+ UNITS				
One time per week, per unit, per month	\$14.06	\$14.99	\$0.94	6.65%
4. SENIOR CITIZEN RESIDENTIAL				
Per month	\$18.75	\$20.00	\$1.25	6.65%
5. SILVER BAG SERVICE				
Per month	\$2.87	\$3.06	\$0.19	6.65%
6. COMMERCIAL AND INDUSTRIAL ESTABLISHMENTS				
(1) 90 gallon automated cart One time per week, per month	\$24.91	\$26.44	\$1.53	6.16%
(2) 90 gallon automated cart One time per week, per month	\$46.33	\$49.18	\$2.85	6.16%
(3) 90 gallon automated cart One time per week, per month	\$59.56	\$63.23	\$3.67	6.16%
(4) 90 gallon automated cart One time per week, per month	\$73.60	\$78.13	\$4.53	6.16%
(5) 90 gallon automated cart One time per week, per month	\$96.14	\$102.06	\$5.92	6.16%
Additional or unusual accumulation of rubbish (per cubic yard)	\$24.91	\$26.44	\$1.54	6.16%

COLLECTION FREQUENCY	NUMBER OF BINS	YARDS PER MONTH	CURRENT MONTHLY RATE	PROPOSED MONTHLY RATE	PROPOSED CHANGE	
REFUSE BIN SERVICE						
1	1	13	\$131.64	\$139.75	\$8.11	6.16%
2	1	26	\$222.19	\$235.88	\$13.69	6.16%
3	1	39	\$312.77	\$332.04	\$19.27	6.16%
4	1	52	\$406.01	\$431.02	\$25.01	6.16%
5	1	65	\$499.24	\$529.99	\$30.75	6.16%
6	1	78	\$592.49	\$628.99	\$36.50	6.16%
7	1	91	\$685.71	\$727.95	\$42.24	6.16%
1	2	26	\$224.87	\$238.72	\$13.85	6.16%
2	2	52	\$403.34	\$428.19	\$24.85	6.16%
3	2	78	\$581.82	\$617.66	\$35.84	6.16%
4	2	104	\$757.61	\$804.28	\$46.67	6.16%
5	2	130	\$933.44	\$990.94	\$57.50	6.16%
6	2	156	\$1,109.26	\$1,177.59	\$68.33	6.16%
7	2	182	\$1,285.07	\$1,364.23	\$79.16	6.16%
1	3	39	\$318.10	\$337.69	\$19.59	6.16%
2	3	78	\$579.16	\$614.84	\$35.68	6.16%
3	3	117	\$840.21	\$891.97	\$51.76	6.16%
4	3	156	\$1,098.61	\$1,166.28	\$67.67	6.16%
5	3	195	\$1,356.98	\$1,440.57	\$83.59	6.16%
6	3	234	\$1,615.38	\$1,714.89	\$99.51	6.16%
7	3	273	\$1,873.78	\$1,989.20	\$115.42	6.16%
1	4	52	\$411.32	\$436.66	\$25.34	6.16%
2	4	104	\$754.97	\$801.48	\$46.51	6.16%
3	4	156	\$1,098.61	\$1,166.28	\$67.67	6.16%
4	4	208	\$1,439.57	\$1,528.25	\$88.68	6.16%
5	4	260	\$1,780.55	\$1,890.23	\$109.68	6.16%
6	4	312	\$2,121.50	\$2,252.18	\$130.68	6.16%
7	4	364	\$2,462.47	\$2,614.16	\$151.69	6.16%
1	5	65	\$504.57	\$535.65	\$31.08	6.16%
2	5	130	\$930.77	\$988.11	\$57.34	6.16%
3	5	195	\$1,356.98	\$1,440.57	\$83.59	6.16%
4	5	260	\$1,769.88	\$1,878.90	\$109.02	6.16%
5	5	325	\$2,182.77	\$2,317.23	\$134.46	6.16%
6	5	390	\$2,595.66	\$2,755.55	\$159.89	6.16%
7	5	455	\$3,008.59	\$3,193.92	\$185.33	6.16%
1	6	78	\$597.80	\$634.62	\$36.82	6.16%
2	6	156	\$1,106.60	\$1,174.77	\$68.17	6.16%
3	6	234	\$1,615.38	\$1,714.89	\$99.51	6.16%
4	6	312	\$2,108.18	\$2,238.04	\$129.86	6.16%
5	6	390	\$2,601.00	\$2,761.22	\$160.22	6.16%
6	6	468	\$3,093.80	\$3,284.38	\$190.58	6.16%
7	6	546	\$3,586.64	\$3,807.58	\$220.94	6.16%
COMMINGLED ORGANIC SERVICE						
1	1	65 Gallon cart	\$93.38	\$99.13	\$5.75	6.16%
1	1	96 Gallon cart	\$106.48	\$113.04	\$6.56	6.16%
1	1	2 cubic yard bin	\$177.57	\$188.51	\$10.94	6.16%

Exhibit E

2023 San Diego County Franchise City Proposed Residential Rates

<u>City</u>	<u>Total</u>	<u>Effective Date</u>
National City	\$24.99	Proposed 7/1/23
El Cajon	\$26.90	Effective 1/1/23
Coronado	\$27.48	Proposed 7/1/23
La Mesa - 2-year rate	\$27.53	Proposed 7/1/23
Escondido	\$28.66	Effective 1/1/23
Lemon Grove	\$29.80	Proposed 7/1/23
Solana Beach	\$29.80	Proposed 7/1/23
Encinitas	\$29.93	Proposed 7/1/23
Poway	\$30.06	Proposed 7/1/23
Santee	\$30.29	Effective 1/1/23
San Marcos	\$31.36	Proposed 7/1/23
Del Mar	\$31.94	Proposed 7/1/23
Oceanside	\$32.09	Effective 1/1/24
Vista	\$34.46	Proposed 7/1/23
Imperial Beach	\$41.38	Proposed 7/1/23
Carlsbad **	\$28.02	** Effective 7/1/22
Chula Vista **	\$32.27	** Effective 2/1/22

** Unable to obtain 2023 rate

Rate Adjustment Overview 2023





Proposed Residential Rate

Basic Residential Service

- One 95 Gallon Trash Cart
- One 65 Gallon Recycling Cart / *Additional at no charge*
- One 95 Gallon Organics Cart / *Up to two additional at no charge*

Total Monthly Adjustment = \$1.56

Current rate of \$23.43 moving to \$24.99 (6.65%) / Applicable CPI was 12.0%

Senior Discount Rates

- Monthly Adjustment = \$1.25 / month
- Increase from \$18.75 to \$20.00

Silver Bag Rates

- Monthly Adjustment = \$0.19 / bag
- Increase from \$2.87 to \$3.06/ bag



On the Road to Zero Waste





Services

- Four Free Bulky Item Collections per year
- Two Free Residential Disposal Coupons per year
- Two Free Shredding / E-Waste / Mulch events per year
- Numerous neighborhood Clean-Up Events all year
- **EDCO added 50 public carts and collection**
- Committed & Engaged Community Partner



On the Road to Zero Waste





Commingled Organics Collection 2023 Update

Commingled Residential Organics April, 2021
 Commercial & Multi-Family - Oct 2022
 National City SB1383 compliance numbers:

SB 1383 Compliance				
<i>Multi-family complexes with 4 units and less are included in residential counts. Multi-family complexes with 5 units and more are included in commercial counts. Commercial accounts are compliant when the generator subscribes to the 3- container system or has an approved waiver or verified third party collector.</i>				
Residential Collection Container System	Q1	Q2	Q3	Q4
Total Number of Generators	8607			
# of Generators w/ 3- Container System	8602			
Total Number Non-Compliant	5			
Percent in Compliance	99.9%			
Commercial Collection Container System	Q1	Q2	Q3	Q4
Total Number of Generators	974			
# of Generators w/ 3- Container System	915			
- # of Generators w/ De Minimis Waiver	35			
- # of Generators w/ Space Waiver	0			
- # of Generators w/ Self Haul Form	0			
Total Number Non-Compliant	24			
Percent in Compliance	97.5%			



On the Road to Zero Waste



Questions



RESOLUTION NO. 2023 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ADOPTING A RESOLUTION FOLLOWING A PUBLIC HEARING PURSUANT TO PROPOSITION 218 TO CONSIDER RATE ADJUSTMENTS FOR REFUSE SERVICES INCLUDING RECYCLING AND ORGANICS/YARD WASTE DISPOSAL PROVIDED TO NATIONAL CITY RESIDENCES AND BUSINESSES BY EDCO DISPOSAL CORPORATION AND AMENDING THE AGREEMENT BETWEEN THE CITY AND EDCO DISPOSAL CORPORATION TO INCREASE THE MONTHLY RATES FOR REFUSE COLLECTION SERVICES

WHEREAS, on September 25, 1990, the City of National City and EDCO Disposal Corporation (“EDCO”) entered into an Agreement for Collection of Rubbish and Trash between the City of National City and EDCO Disposal Corporation (“Agreement”) providing for refuse collection services; and

WHEREAS, the Proposition 218 process requires that written notification of proposed rate adjustments be given to all affected property owners, and that those property owners are given a 45-day period in which to submit written protests if they oppose the proposed rate adjustments; and

WHEREAS, pursuant to Proposition 218, on April 21, 2023, a Public Notice was mailed to all property owners giving notice of the date, time and place wherein a Public Hearing would be held on the proposed rate adjustment; and

WHEREAS, on June 6, 2023, the City Council held a Public Hearing on the proposed increases in rates; and

WHEREAS, during the Public Hearing, the City Council heard and considered all oral objections and protests against the proposed increases in rates; and

WHEREAS, prior to the conclusion of the Public Hearing, the City Clerk received all written protests to the proposed increases in rates; and

WHEREAS, the City Clerk counted the written protests; and

WHEREAS, written protests against the proposed increases in rates were not presented by a majority of the owners or the tenants; and

WHEREAS, having no majority protest, on June 6, 2023, the City Council considered the rate adjustment as it relates to amending the Agreement; and

WHEREAS, the Agreement was amended on June 22, 1993, pursuant to Resolution No. 93-86; on November 9, 1993, pursuant to Resolution No. 93-176; on June 21, 1994, pursuant to Resolution No. 94-88; on September 16, 1997, pursuant to Resolution No. 97-119; on June 12, 2001, pursuant to Resolution No. 2001-88; and on May 20, 2003, pursuant to Resolution No. 2003-64; June 21, 2005, pursuant to Resolution No. 2005-134 June 5, 2007, pursuant to Resolution No. 2007-116; June 4, 2013 pursuant to Resolution No. 2013-79; and on June 2, 2015 pursuant to

Resolution No. 2015-82, June 6, 2017 pursuant to Resolution No. 2017-87 and May 21, 2019 pursuant to Resolution No. 2019 - 76; May 18, 2021 pursuant to Resolution No.2021- 50; and

WHEREAS, pursuant to Section 23 of the Agreement, titled “Applications for Rate Change”, EDCO may apply annually for changes in the rates charged; and

WHEREAS, EDCO has applied for an increase of \$1.56 per month to the residential rate, and \$8.11 per month to the standard commercial rate; and

WHEREAS, the proposed increases are based on an increase in the tipping fees at the landfill, the increase in organic waste tonnage, the increase in revenue from recyclables sold, and the San Diego Consumer Price Index; and

WHEREAS, California Government Code section 53756 permits that the rates be adjusted administratively over the next five years based on changes in the tipping fees at the landfill (increase capped at 5% per year), volume and cost of organic waste (increase capped at 6% per year), revenue from recyclables sold (not capped but historically impacts rate -3% to +1% per year), and the San Diego Consumer Price Index (increase capped at 6% per year); and

WHEREAS, Franchise Fees are proposed to increase from 10% to 12.5% over a four-year period as follows. On July 1, 2023 Franchise Fees will not increase, on July 1, 2024, Franchise Fees will increase 1%, on July 1, 2025, Franchise Fees will increase 0.5%, on July 1, 2026, Franchise Fees will increase 0.5% and on July 1, 2027, Franchise Fees will increase 0.5%; and

WHEREAS, pursuant to Section 4 of the Agreement titled “Rates for Contractor’s Services”, EDCO shall charge no more than the maximum rate set forth in the Rate Schedule, which is set out in Exhibit “A” of the Agreement; and

WHEREAS, the proposed Amendment to this Agreement is reflected in Exhibit “A”; and

WHEREAS, the proposed increases in rates reflected in the Rate Schedules will be effective July 1, 2023.

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

Section 1: Finds, orders and declares that there was no majority protest of the proposed rate adjustment.

Section 2: Authorizes EDCO Disposal Corporation to increase the rates charged for refuse collection services, effective July 1, 2023, as set out in Exhibit “A” attached hereto and by this reference is incorporated herein and though set forth in full with the Rate Schedules titled “Residential Rates Adjustments” and “Commercial Rates Adjustments”.

- Section 3:** Authorizes EDCO Disposal Corporation to increase the rates charged for refuse collection services using automatic formulary adjustments based on the fixed factors of landfill fees, organics waste volume, recycling amounts, and changes in the CPI, as detailed above, to determine the rates in years 2 through 5 for the five-year period of July 1, 2023 to June 30, 2028.
- Section 4:** Authorizes the Mayor to execute the Amendment to the Agreement between the City of National City and EDCO Disposal Corporation.
- Section 5:** The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolution.

PASSED and ADOPTED this 6th day of June 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney

Residential Rates Adjustment National City

Rate Adjustment - July 1, 2023

Gross Rate Revenue & Franchise Fees	Annual Amount
Gross Residential Rate Revenue - 2022	\$ 2,186,022
Less Residential Franchise Fees @ 10%	(\$218,602)
Less Enterprise Fund (res portion)	(\$58,779)
Residential Rate Revenue Net of Franchise and Enterprise Fund	\$ 1,908,641

Revenue Components (net of Franchise Fees)		
Revenue Components (net of Franchise Fees)	Annual Amount	Percentage of Rate Revenue Net of Franchise Fees
Residential Rate Revenue Net of Franchise Fees	\$1,908,641	100.00%
Less: Actual Residential refuse Disposal Expense	-\$581,468	-30.47%
Less: Actual Organic Waste Disposal (res portion)	-\$107,449	-5.63%
Add: Recycling Revenue (residential portion)	\$68,722	3.14%
Residential Service Revenue	\$1,288,447	67.05%

Percentage change in adjustment factors				
Adjustment Factor	Old	New	Index Change	Rate Component Percent Change
RSWA Disposal Tipping Fee per Ton	\$ 46.22	\$ 48.53	\$ 2.31	5.00%
Organics	\$ 159,044	\$ 141,918	\$ (17,126)	-10.77%
Recycling Revenue Increase / (Decrease)	\$44,437	\$77,125	\$ 32,688	73.56%
CPI- San Diego 2nd Half Index CUURS49ESA0	305.8	348.9	43.13	14.10%
CPI- San Diego Index Cap				12.00%

Weighted percentage change in adjustment factors			
Revenue Components	Component Weight	Rate Component Percent Change	Weighted Rate Adjustment
Refuse Disposal	30.47%	5.00%	1.52%
Organics	5.63%	-10.77%	-0.61%
Recycling Revenue (Increase)/Decrease	-3.14%	73.56%	-2.31%
Service	67.05%	12.00%	8.05%
Totals	100.00%		6.65%

Apply weighted percentage change to Residential Rates				
Service	Current Monthly Rate	Weighted Rate Adjustment	Rate Change	Adjusted Monthly Rate
Residential Single Family Rate	\$23.43	6.65%	1.56	24.99
Senior Rate	\$18.75	6.65%	1.25	20.00
Silver Bag	\$2.87	6.65%	0.19	3.06
Multi family recycling per Unit	\$1.19	6.65%	0.08	1.27

	Updated Allocation of current rate	Change	New Rate Allocation
Service	\$13.72	\$1.65	\$15.36
Landfill	\$6.23	\$0.31	\$6.54
Enterprise Fund	\$0.63	\$0.04	\$0.67
Recycling	(\$0.64)	(\$0.47)	(\$1.11)
Organics	\$1.15	(\$0.12)	\$1.03
Franchise Fee (10%)	\$2.34	\$0.16	\$2.50
Total Rate	\$23.43	\$1.56	\$24.99

Commercial Rates Adjustment National City

Rate Adjustment - July 1, 2023

Gross Rate Revenue & Franchise Fees	Annual Amount
Gross Commercial Rate Revenue - 2022	\$ 4,857,543
Less Gross Franchise Fees @ 10%	(\$485,754)
Less Enterprise Fund (comm portion)	(\$138,007)
Commercial Rate Revenue Net of Franchise Fee and Enterprise Fund	\$ 4,233,782

Revenue Components (net of Franchise Fees)	Annual Amount	Percentage of Rate Revenue Net of Franchise Fees
Commercial Rate Revenue Net of Franchise Fees	\$4,233,782	100.00%
Less: Actual Commercial Refuse Disposal Expense	-\$1,256,129	-29.67%
Less: Actual Organic Waste Disposal(comm portion)	-\$218,153	-5.15%
Add: Recycling Revenue (comm portion)	\$139,527	3.30%
Commercial Service Revenue	\$2,899,027	68.47%

Percentage change in adjustment factors

Adjustment Factor	Old	New	Index Change	Rate Component Percent Change
RSWA Disposal Tipping Fee per Ton	\$ 46.22	\$ 48.53	\$ 2.31	5.00%
Organics	\$ 322,907	\$ 288,138	\$ (34,769)	-10.77%
Recycling Revenue Increase / (Decrease)	\$ 82,100	\$ 156,587	\$ 74,487	90.73%
CPI- San Diego 2nd Half Index CUURS49ESA0	305.8	348.9	43.13	14.10%
CPI- San Diego Index Cap				12.00%

Weighted percentage change in adjustment factors

Components of Actual Revenue	Component Weight	Rate Component Percent Change	Weighted Rate Adjustment
Refuse Disposal	29.67%	5.00%	1.48%
Organics	5.15%	-10.77%	-0.55%
Recycling (Increase)/Decrease	-3.30%	90.73%	-2.99%
Service	68.47%	12.00%	8.22%
Totals	100.00%		6.16%

Apply weighted percentage change to Commercial Rates

Service	Current Monthly Rate	Weighted Rate Adjustment	Rate Change	Adjusted Monthly Rate
3 Cu Yard x 1 week	\$131.64	6.16%	\$8.11	\$139.75

	Updated Allocation of current rate	Change	Proposed New Allocation
Service	\$78.57	\$9.43	\$88.00
Landfill	\$34.04	\$1.70	\$35.74
Enterprise Fund	\$3.74	\$0.23	\$3.97
Recycling	(\$3.78)	(\$3.43)	(\$7.21)
Organics	\$5.91	(\$0.64)	\$5.27
Franchise Fee (10%)	\$13.16	\$0.82	\$13.98
Total Rate	\$131.64	\$8.11	\$139.75