



# AGENDA

## Consolidated Regular Meeting

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

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

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

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*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 20, 2023, 6:00 p.m.  
City Council Chamber - 1243 National City Boulevard  
National City, CA

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	Pages
1. CALL TO ORDER	
2. ROLL CALL	
3. PLEDGE OF ALLEGIANCE TO THE FLAG	
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 Juneteenth Day	9
5.2 Employee of the Quarter - Police Sergeant Michael "Scott" Shanahan.	10
6. PRESENTATION (Limited to Five (5) Minutes each)	
6.1 National City Brownfields Assessment Project by San Diego State University.	13
Recommendation: Review the presentation by SDSU staff and provide comments.	
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 27
- Recommendation:  
Approve and File.
- 8.3 Agreement Between City of National City and Chandler Asset Management, Inc. 31
- Recommendation:  
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 Chandler Asset Management, Inc. for Investment Management and Advisory Services."
- 8.4 Agreement between the City of National City and the Pun Group, LLP. 68
- Recommendation:  
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California authorizing the Mayor to execute an agreement with The Pun Group, LLP For Professional Independent Audit Services".
- 8.5 Amending the Confidential Group Salary Schedule to Revise the Salary of the Senior Information Technology Analyst for 2023 and 2024. 87
- Recommendation:  
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Amending the Confidential Group Salary Schedule."
- 8.6 Approval of Amendment to Agreement with San Diego County for Senior Nutrition Services 93
- Recommendation:  
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute the Amendment to County Contract 561763 Extending the Contract Term for Six (6) Additional Months Through December 31, 2023."
- 8.7 Approval of Agreement Between the City of National City and the National City Host Lions Club 159
- Recommendation:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Enter into an Agreement with the National City Host Lions Club in the Not-to-Exceed Amount of \$7,750 to Facilitate the Fourth of July Carnival from Friday, June 30, 2023 to Tuesday, July 4, 2023."

- 8.8 Approval of Agreements with San Diego Gas and Electric Company, BNSF Railway Company, San Diego Metropolitan Transit System, and the San Diego Unified Port District for Segment 5 of the Bayshore Bikeway in National City.

188

Recommendation:

Adopt Resolutions Entitled:

1) "Resolution of the City Council of the City of National City, California, authorizing the Mayor to Execute the Agreement with San Diego Gas & Electric Company for the Purpose of Construction, Planting Mitigation, Monitoring, Operation, Inspection, Maintenance, Repair and Replacement of the Bike Path for Segment 5 of the Bayshore Bikeway in the City of National City;" and,

2) "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute the Agreement with BNSF Railway Company for the Purpose of Construction, Plant Mitigation, Operation, Inspection, Maintenance, Repair and Replacement of the Bike Path for Segment 5 of the Bayshore Bikeway in the City of National City;" and,

3) "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute the Agreement with San Diego Metropolitan Transit System for the Purpose of Construction, Planting Mitigation, Monitoring, Operation, Inspection, Maintenance, Repair and Replacement of the Bike Path for Segment 5 of the Bayshore Bikeway in the City of National City;" and,

4) "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute the Agreement with the San Diego Unified Port District for the Purpose of Construction, Planting Mitigation, Monitoring, Operation, Inspection, Maintenance, Repair and Replacement of the Bike Path for Segment 5 of the Bayshore Bikeway in the City of National City."

- 8.9 Approval of a Three (3) year Contract for a Not-to-Exceed Amount of \$2 Million Dollars with Circuit Transit Inc. with an Option for Two (2) One-Year Extensions Depending on Available Funds to Provide the Free Ride Around National City (FRANC) Shuttle Prog

363

Recommendation:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Use of Cooperative Procurement with SANDAG's Regional Flexible Fleet Services Procurement Process to Award a Three (3) Year Contract for a Not-to-Exceed Amount of \$2 Million Dollars to Circuit Transit Inc. with an Option for Two (2) One-Year Extensions Depending on Available Funding to Provide the Free Ride Around National City (FRANC) Shuttle Program.

- 8.10 Authorize the Acceptance of the California Automated Permit Processing Program Grant 382
- Recommendation:  
 Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the City Manager or Designee to Accept the California Automated Permit Processing Program Grant in the Amount of \$60,000 from the California Energy Commission to Fund the National City Building Division’s Implementation of an Online Solar Permitting Platform and Authorizing the Establishment of a Community Development Reimbursable Grant Fund Appropriation of \$60,000 and Corresponding Revenue Budget.”
- 8.11 Approval of a Second Amendment to the Agreement between the City and Devaney Pate Morris & Cameron LLP for legal services in the specialized area of General Civil Litigation Defense arising from Government Claims. 401
- Recommendation:  
 Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Approving a Second Amendment to the Agreement Between the City and Devaney Pate Morris & Cameron LLP for Legal Services in the Specialized Area of General Civil Litigation Defense Arising from Government Claims by 1) Increasing the Not-to-Exceed Amount by \$50,000 for a New Total Not-to-Exceed Amount of \$250,000 Pertaining to Litigation Titled Bhandari v. City and 2) Increasing the Not-to-Exceed Amount by \$50,000 for a New Total Not-to-Exceed Amount of \$200,000 Pertaining to Litigation Titled Cummins v. City.”
- 8.12 First Amendments to On-Call Consultant Agreements for City’s Capital Improvement Program (CIP) 407
- Recommendation:  
 Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute First Amendments to Extend Agreements by One-Year with the Following On-Call Consultants: a) Atlas Technical Consultants, LLC; b) D-MAX Engineering, Inc.; c) Geosyntec Consultants, Inc.; d) Leighton Consulting, Inc.; e) Ninyo & Moore Geotechnical & Environmental Sciences Consultants; and, f) Randall Lamb Associates, Inc.”
- 8.13 First Amendment with San Diego Mechanical Energy, Inc. for Facilities Maintenance Services 425
- Recommendation:  
 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 San Diego Mechanical & Energy, Inc., Extending the Agreement by One-Year to June 30, 2024.”
- 8.14 First Amendment to the Agreement with Southwest Traffic Signal, Inc., for Traffic Signal and Streetlight Maintenance 431

Recommendation:

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 Southwest Traffic Signal Service, Inc., Extending the Agreement by One-Year to June 30, 2024."

- 8.15 Memorandum of Understanding (MOU) Between the San Diego Unified Port District and the City of National City to Contribute Funds for the Free Ride Around National City (FRANC) Program. 437

Recommendation:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City 1) Authorizing the Mayor to Execute a Memorandum Of Understanding Between the San Diego Unified Port District and the City of National City to Contribute Funds from the Maritime Industrial Impact Fund for the Funding of the Free Ride Around National City (FRANC) Program; and 2) Authorizing the Establishment of \$400,000 in Appropriations and a Corresponding Revenue Budget."

- 8.16 Sole Source Purchase of a Phoenix G2 Fire Station Alerting System 446

Recommendation:

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.220 (B) Regarding the Sole Source Purchase of the Phoenix G2 Fire Station Alerting System for the National City Fire Department, from US Digital Designs (USDD) for a Not-To-Exceed Amount of \$158,504.85."

- 8.17 Sole Source Installation of the Phoenix G2 Fire Station Alerting System by Bergelectric 468

Recommendation:

Adopt the Resolution, Entitled, "Resolution of the City Council of the City of National City, California, Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.220 (B) Regarding the Sole Source Installation of the Phoenix G2 Fire Station Alerting System for the National City Fire Department by Bergelectric for a Not-to-Exceed Amount of \$86,150.00 and Authorizing Additional Budget Appropriations of \$74,654.85 from General Fund Unassigned Fund Balance for Said Installation."

- 8.18 Annual Appropriations Limit for Fiscal Year 2024 486

Recommendation:

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Approving and Adopting the Annual Appropriations Limit of \$80,226,080 for Fiscal Year 2024"



8.19	Successor Agency Proposed Budget for Fiscal Year 2023-24	489
	Recommendation: Adopt the Proposed Budget for the Successor Agency for Fiscal Year 2023-24.	
8.20	Investment Report for the Quarter Ended March 31, 2023.	494
	Recommendation: Accept and File the Investment Report for the Quarter Ended March 31, 2023.	
8.21	Investment transactions for the month ended April 30, 2023.	525
	Recommendation: Accept and file the Investment Transaction Ledger for the month ended April 30, 2023.	
8.22	Warrant Register #45 for the period of 5/5/23 through 5/11/23 in the amount of \$1,380,114.63.	531
	Recommendation: Ratify Warrants Totaling \$ 1,380,114.63	
8.23	Warrant Register #46 for the period of 5/12/23 through 5/18/23 in the amount of \$2,374,502.87.	537
	Recommendation: Ratify Warrants Totaling \$ 2,374,502.87	

**9. PUBLIC HEARING**

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

9.1	Public Hearing and Review of the Focused General Plan Update’s Supplemental Program Environmental Impact Report and California Environmental Quality Act Findings.	541
	Recommendation: Hold the Public Hearing, Discuss the Project and the Alternate Project Location Alternative, and Consider the National City Planning Commission’s Recommendation In-Favor of the Alternate Project Location Alternative.	
9.2	Public Hearing and Resolution Confirming the Assessment and Ordering the Levy for the Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2023-24.	591
	Recommendation: Adopt the Resolution entitled “Resolution of the City Council of the City of National City, California, Confirming the Assessment and Ordering the Levy for the Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2023-24.”	

- 9.3 Public Hearing and adoption of a Resolution accepting the National City Fiscal Year 2023-2024 Tax Roll Sewer Service Fees Report. 594

Recommendation:

Hold a Public Hearing and Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Accepting the National City 2023-2024 Tax Roll Sewer Service Fees Report, Which Identifies by Parcel Number, Each Parcel of Real Property Receiving Sewer Services and the Amount of Sewer Charges for Each Parcel for FY 2023-24 as Required by the California Health and Safety Code Section 5473 et seq., Pertaining to Collection of Sewer Charges on the Tax Roll, Directing the City Clerk to File the Report with the County of San Diego Auditor and Controller, and Directing the City Engineer to Submit a Certification of the Sewer Service Charges to the County of San Diego Auditor and Controller."

**10. STAFF REPORTS**

- 10.1 Verbal Report-Out of Salary and Benefits in the Employment Agreement of the Interim City Manager as required by the Brown Act 680

Recommendation:

Consider Adoption of the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Appointing Armando Vergara as Interim City Manager and Authorizing the Mayor to Execute an Employment Agreement Between the City of National City and Armando Vergara with the Effective Date of June 1, 2023."

- 10.2 Cannabis Business Development Agreements 690

Recommendation:

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Approving the Cannabis Business Development Agreements with Mr. Nice Guy, Element 7 and NC Investment Group."

- 10.3 City of National City Annual Comprehensive Financial Report (ACFR) for the Fiscal Year Ended June 30, 2022. 738

Recommendation:

Accept and File the Report.

- 10.4 Fiscal Year 2023 Third Quarter Budget Review 974

Recommendation:

Accept and File this Report, and Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing Various Fiscal Year 2023 3<sup>rd</sup> Quarter Budget Adjustments."

- 10.5 Resolution of the City Council of the City of National City Adopting a Budget for Fiscal Year 2024 982

Recommendation:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Adopting a Budget for the Fiscal Year 2024."

- 10.6 City Council Discussion and Direction Regarding Revisions to City Council Policy No. 104: Rules of Procedural and Order for City Council Meetings

987

Recommendation:

Discuss and Provide Direction to Staff Regarding Revisions to the City Council Policy No. 104: Rules of Procedural and Order for City Council Meetings; XIV Procedural Matters, E (Proclamations).

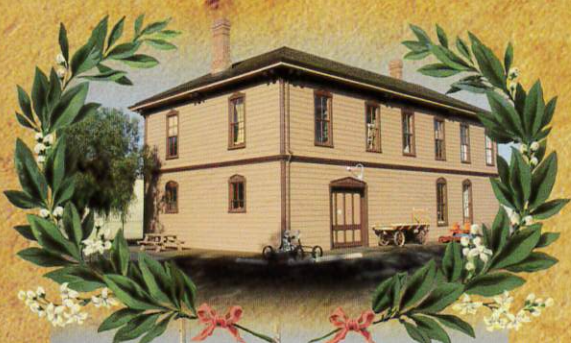
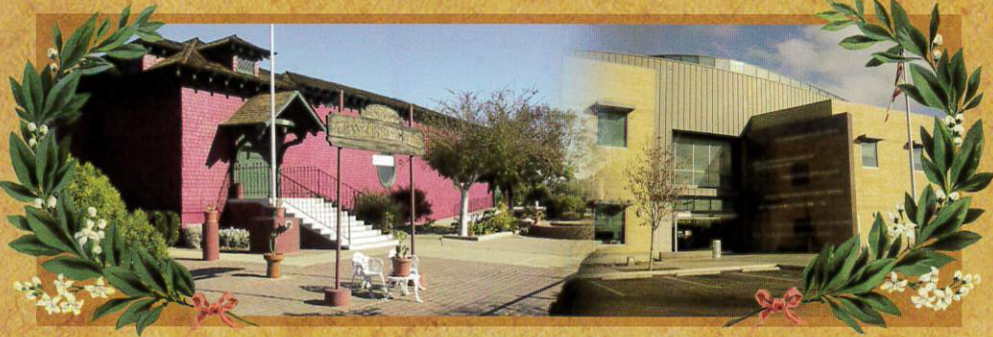
**11. CITY MANAGER'S REPORT**

**12. ELECTED OFFICIALS REPORT**

**13. CITY ATTORNEY REPORT**

**14. ADJOURNMENT**

Regular Meeting of the City Council of the City of National City - Tuesday, August 1, 2023 - 6:00 p.m. - Council Chambers - National City, California.



# Proclamation



**WHEREAS**, on January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation, setting in motion the end of slavery in the United States; and

**WHEREAS**, the Civil War ended with the surrender of General Lee at Appomattox Court House on April 9, 1865; and

**WHEREAS**, this news reached Texas when Union General Gordon Granger arrived in Galveston Bay with Union troops. It was on June 19, 1865, that he announced: "The people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free." and

**WHEREAS**, celebration of the end of slavery, which became known as Juneteenth, is the oldest known public celebration of the end of slavery in the United States; and

**WHEREAS**, Juneteenth commemorates African American freedom and celebrates the successes gained through education and greater opportunity; and

**WHEREAS**, on a larger scale, celebration of Juneteenth reminds each of us of the precious promises of freedom, equality, and opportunity which are at the core of the American Dream.

**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 19, 2023 as:

## JUNETEENTH DAY

As the Mayor of the City of National City, I call upon all citizens of National City to take a moment to join in this celebration.

Ron Morrison

Proud to be Mayor of National City





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

DATE: May 22, 2023  
TO: Armando Vergara, Acting City Manager  
FROM: Molly Brennan, Administrative Services Director *MB*  
SUBJECT: EMPLOYEE OF THE QUARTER PROGRAM

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

The employee to be recognized for the 2<sup>nd</sup> Quarter of calendar year 2023 is:

**Police Sergeant Michael "Scott" Shanahan**

*By copy of this memo, the employee is invited to attend the Council meeting on Tuesday, June 20, 2023 to be recognized for his achievement and service.*

Attachment

cc: Michael "Scott" Shanahan  
Chief Tellez  
A/Assistant Chief Hernandez  
Mayor's Confidential Assistant  
Human Resources – Office File

RECEIVED

MAY 22 2023

CITY OF NATIONAL CITY  
HUMAN RESOURCES DEPARTMENT



Performance Recognition Award  
**Nomination Form**

I nominate Sgt. Michael Scott Shanahan  
for the Performance Recognition Award for the following reasons:

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

\_\_\_\_\_ Please see attachment.  
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**FORWARD COMPLETED NOMINATION TO:**

National City Performance Recognition Program  
Human Resources Department

Nominated by: Jose Tellez, Chief of Police

Signature:  Date: May 22, 2023

**NATIONAL CITY POLICE DEPARTMENT  
MEMORANDUM**

DATE: May 22, 2023

TO: Molly Brennan  
Human Resources Department

FROM: Jose Tellez, Chief of Police

SUBJECT: Employee of the Quarter –Michael Scott Shanahan, Police Sergeant

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The National City Police Department is proud to nominate Sergeant Michael “Scott” Shanahan as the Employee of the Quarter.

**Summary:**

On the afternoon of May 16, 2022, a large contingency of Lincoln Park criminal gang members and their associates gathered at El Toyon Park in National City for a birthday party. Following an argument, a Lincoln Park gang member gunned down a fellow gang member. Sergeant Michael “Scott” Shanahan, who was a detective at the time, assumed the role of a lead investigator.

During the course of the next (6) six months, Sgt. Shanahan wrote over (25) twenty five warrants for residences, social media accounts, cell phones, and vehicle tracking devices. After the murder, the suspect went into hiding and his whereabouts became unknown. The suspect’s vast access to false identification cards and fraudulent credit cards made him difficult to locate.

Sgt. Shanahan established a close working partnership with the FBI, who became instrumental in helping to track down the suspect and build a case. Working together, Sgt. Shanahan and the FBI learned that the suspect was living in Los Angeles County, but was commuting back and forth to San Diego County.

Over the course of this investigation, detectives and FBI agents conducted multiple surveillance operations trying to locate the suspect in San Diego, Riverside, and Los Angeles counties.

After months of surveillance, the suspect was finally spotted on November 21, 2022, during a multi-agency surveillance operation in the City of Chula Vista. A surveillance team followed the suspect to a remote location near the Otay Border area and it was feared that the suspect would attempt to flee into Mexico.

A tactical team was deployed to arrest the suspect. A high-risk vehicle stop was conducted and the suspect was taken into custody. The suspect had been actively absconding the law for six months before being arrested. This operation put an end to an exhaustive search and investigation. He is now facing multiple felony charges to include first degree murder.

Sgt. Shanahan is commended for his determination, excellent investigative skills, and tenacity to bringing justice to the victim’s family.



# PRESENTATION

**Department:** Housing Authority  
**Prepared by:** Angelita Palma, Housing Programs Manager  
**Meeting Date:** Tuesday, June 20, 2023  
**Approved by:** Armando Vergara, Interim City Manager

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**SUBJECT:**

National City Brownfields Assessment Project by San Diego State University.

**RECOMMENDATION:**

Review the presentation by SDSU staff and provide comments.

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**

Not Applicable.

**EXPLANATION:**

San Diego State University (SDSU) has been awarded two grants to support community-wide assessment of brownfields in National City, California. These grants were awarded by the Environmental Protection Agency's (EPA's) Brownfields Grant Program (\$500,000) and the California Department of Toxic Substances Control's (DTSC's) Equitable Community Revitalization Grant (ECRG) Program (\$296,762). The grant periods are three and two years, respectively, which began in Summer 2022.

A brownfield is a piece of land where its use or reuse may be complicated by the presence or potential presence of contamination due to past uses. National City's long history of industrial activity, proximity to freeways, and mixed and often incompatible land uses have created multiple paths for environmental contamination and many brownfields. The City is disproportionately impacted by numerous economic and health disparities as compared to county, state, and US levels, with National City neighborhoods having some of the highest levels of pollution burden regionally. Environmental assessment and planning are critical to promoting better environmental and community health. Community engagement in this process is critical to identifying brownfields sites, elaborating on community priorities, generating shared knowledge on local challenges, and identifying solutions.

Since 2013, SDSU has successfully partnered with and provided added capacity to the City in identifying solutions for stormwater runoff, greening streets in the downtown area, improving active transportation infrastructure, air quality assessments, disaster preparedness and response, developing a property management plan, and installation of public art throughout the community, and other revitalization and redevelopment projects through the Sage Project. Building on this long-standing, mutually beneficial collaboration, SDSU will leverage their own personnel, expertise, and administrative infrastructure to create capacity and oversee this Project to address brownfields in the City, in collaboration with a brownfields advisory committee, community partners, and community stakeholders.

Project activities are organized around four main areas: 1) brownfield site identification 2) site prioritization 3) environmental assessments and 4) reuse planning. Four priority sites have already been identified as part of the grant application process for environmental site assessment. These sites were selected based on site access, community input and City priorities: 921 National City Blvd (Former Education Center), 929 National City Blvd (Steamed Bean), 1028 A Avenue,



and 140 W 18th St (Welding Shop). Additional sites will be identified and prioritized in coordination with Project Partners and community members. The grant funding cannot be used for remediation and site cleanup activities, construction, or development.

For more information on the Project and to stay up to date, visit <https://brownfields.sdsu.edu/>. For additional inquiries related to the work, please contact project leads: Dr. Jessica Barlow ([jbarlow@sdsu.edu](mailto:jbarlow@sdsu.edu)) or Dr. Madison Swayne ([mswayne@sdsu.edu](mailto:mswayne@sdsu.edu)).

**FINANCIAL STATEMENT:**

Grant funding will be administered by San Diego State University.

**RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:**

Health, Environment, and Sustainability

**ENVIRONMENTAL REVIEW:**

Not applicable

**PUBLIC NOTIFICATION:**

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

**ORDINANCE:**

Not Applicable

**EXHIBIT:**

Exhibit A – Power Point Presentation

# National City Brownfields Assessment Project

Jessica Barlow, Professor  
San Diego State University  
June 20, 2023



# What is a brownfield?

- A brownfield is a piece of land where its use or reuse may be complicated by the presence or potential presence of contamination due to past uses
- Often, environmental testing is necessary to determine actual site conditions



EPA 560F19006 handout



# Why SDSU?

Collaborating with the National City community since 2013, through the Sage Project and the launch of BrightSide Produce.



# Grants + Funding

## **US Environmental Protection Agency\*** (EPA)

Brownfield Grants Program, Community-Wide Assessment Grant (\$500,000) [3 years]

## **CA Department of Toxic Substances Control\*** (DTSC)

Equitable Communities Revitalization Grants (ECRG) Program, Community-Wide Assessment Grant (\$296,762) [2 years]

\*Funds do not support:

Remediation and site cleanup activities

Construction, development



# Planned Activities

## Brownfield Site Identification

Compile a list of brownfields in National City and identify past uses using resident expertise, existing databases of environmental contamination, and mapping software (GIS)

## Site Prioritization

Develop site prioritization criteria. These criteria may include (but are not limited to) community planning priorities, site location and size, past use, neighborhood context

## Environmental Assessments

Determine existing environmental contamination through Phase 1 and Phase 2 Environmental Site Assessments

## Reuse Planning

Coordinate future site plans based on community priorities and site conditions

## Community Engagement



# Planned Activities

**Brownfield Site Identification**

**Site Prioritization**

**Environmental Assessments**

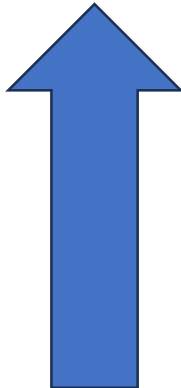
**Reuse Planning**

**Community Engagement**

Year 1

Year 2

Year 3



we are here!



# Brownfields Advisory Committee



**Carlos Aguirre**  
City of National City



**Jessica Barlow**  
San Diego State U



**Janet Barragán**  
County of San Diego



**Jim O'Callaghan**  
South County EDC



**Chris Clark**  
Urban Land Institute



**Monserrat Hernandez**  
Environmental Health  
Coalition



**Kristofer Patrón**  
San Diego State U



**Tatiana Perez**  
Urban Land Institute



**Madi Swayne**  
San Diego State U





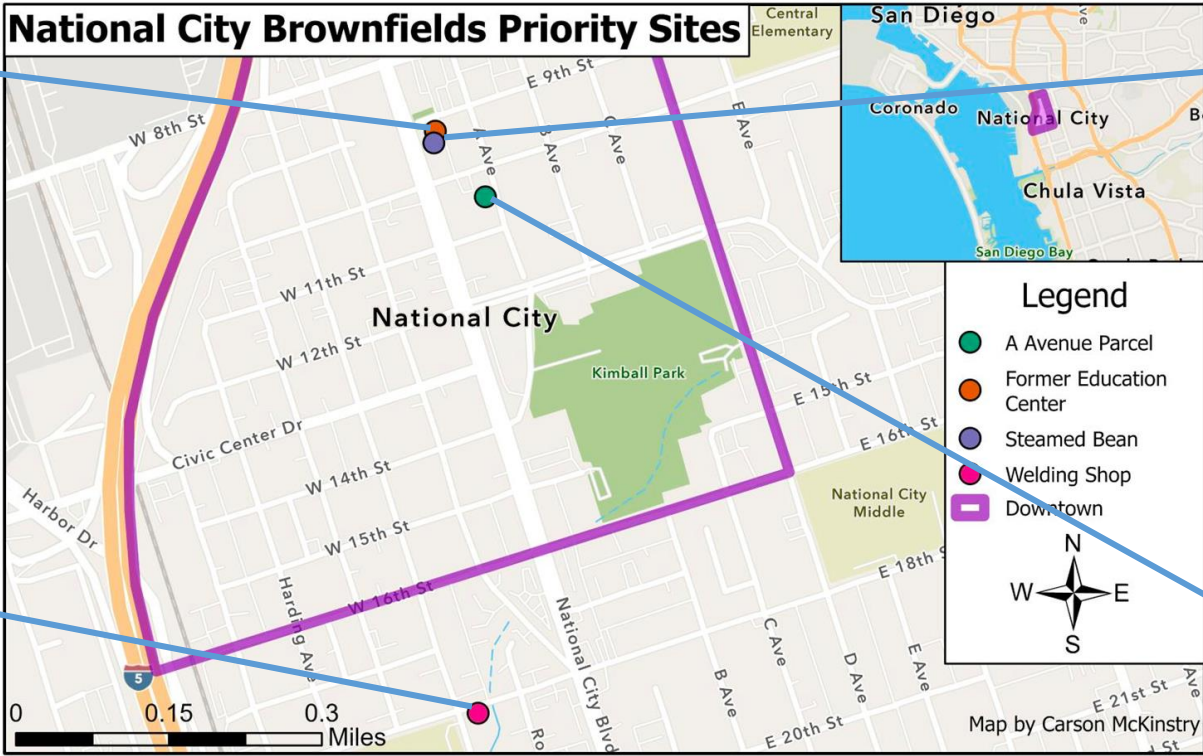
# Brownfield Initial Priority Sites



**Former Education Center**  
921 National City Blvd



**Welding Shop**  
140 W 18th St



**Steamed Bean**  
929 National City Blvd



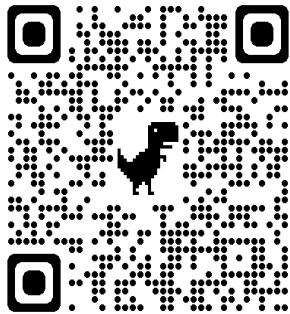
**A Ave Parcel**  
1028 A Ave



# Community Kick-Off Event

## March 23, 2023, at ARTS

- Overview to brownfields, the project and the grants
- Site nomination activity
  - Contribute to development of site inventory
  - Prepare for prioritization of additional sites



<https://bit.ly/BFsEventHandouts>



# Brownfields Site Nomination

- Complete online site nomination at our website or by using this QR code or on our website (in English or Spanish)
- Available through end of July



<http://bit.ly/NC-BFs-nominate-a-site>



# Save the Date!

<b><i>What:</i></b>	<b>Brownfields Site Prioritization Community Meeting</b>
<b><i>When:</i></b>	Wednesday, August 2, 2023, 5:30-7p
<b><i>Where:</i></b>	A Reason To Survive (ARTS), 200 E 12 <sup>th</sup> St, National City
<b><i>Who:</i></b>	Everyone welcome!

Snacks and refreshments will be provided, and coloring stations will be made available for children who attend

Spanish/English live interpretation will be provided

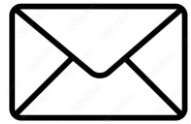


# Connect with us



**Website:**

[brownfields.sdsu.edu](http://brownfields.sdsu.edu)



**Email:**

[brownfields.crs@sdsu.edu](mailto:brownfields.crs@sdsu.edu)



**Facebook:**

[@SDSUBrownfields](https://www.facebook.com/SDSUBrownfields)



**Instagram:**

[@brownfields.sdsu](https://www.instagram.com/brownfields.sdsu)





# AGENDA REPORT

**Department:** City Clerk's Office  
**Prepared by:** Shelley Chapel, MMC, City Clerk  
**Meeting Date:** Tuesday, June 20, 2023  
**Approved by:** Armando Vergara, Interim City Manager

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**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 May 23, 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

**EXHIBIT:**

Exhibit A – Budget Workshop Meeting of May 23, 2023



**SPECIAL MEETING MINUTES OF THE CITY COUNCIL WORKSHOP**

**May 23, 2023, 4:00 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  
Jose Tellez, Chief of Police  
Ben Martinez, Acting Community Development Director  
Sergio Mora, Fire Battalion Chief (*via Zoom*)  
James Stiles, Fire Captain  
Joyce Ryan, Library & Community Services Director  
Paul Valadez, Budget Manager  
Roberto Yano, Director of Public Works and City Engineering

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**1. CALL TO ORDER**

A Special Meeting of the City Council of the City of National City was called to order at 4:07 p.m. by Mayor Morrison 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, and Morrison  
Interpretation in Spanish provided by Ruth Monroy and Andrew Monroy

**3. PLEDGE OF ALLEGIANCE TO THE FLAG**

Mayor Morrison requested Councilmember Bush to lead the Pledge of Allegiance.

**4. PUBLIC COMMENT**

Mayor Morrison summarized the process for acceptance of live public comment allowing three (3) minutes per comment and introduced City Clerk Chapel.

Four (4) speakers provided in-person comments, one (1) written via eSCRIBE, and one (1) written comment was received.

In-person comments:

Ted Godshalk, Nancy Estolano, Edward Nieto, and Kelsey Genesi

Written comment received, not read into the record:

Ted Godshalk, and Larry Emerson

**5. STAFF REPORT**

**4.1 Fiscal Year 2023-2024 Preliminary Budget Workshop**

Review, receive presentation, and provide direction.

Acting City Manager Vergara introduced Director of Administrative Services Molly Brennan who presented the item.

**One-Time Expenditures**

**ACTION:** Motion by Councilmember Bush, seconded by Councilmember Rodriguez to include District Budgeting of \$100,000 per Councilmember totaling \$500,000 including the current Mayor budget. The budget would include staff for each Councilmember.

Ayes: Bush, Rodriguez, Yamane, Molina

Nays: Morrison

**ACTION:** Motion by Councilmember Rodriguez, seconded by Councilmember Bush to support after-school programming at a rate of 15% for National City Residents for Cost Recovery. Motion carried unanimously.

**On-Going Enhancements**

*Vice-Mayor Molina left the dais at 6:12 p.m. and returned at 6:14 p.m.*

*Councilmember Rodriguez left the dais at 6:12 p.m. and returned at 6:14 p.m.*

*Meeting was paused for a 5-minute break.*

*Councilmember Rodriguez left the dais at 7:39 p.m. and returned at 7:41 p.m.*

Motion by Councilmember Bush, seconded by Councilmember Rodriguez to direct staff to return with a final budget and consider revenue increases and offsets to the existing enhancements list and offsets including the Cannabis Tax, District Transaction and Use Tax, and Transient Lodging Tax. Ways to increase those and include other revenue. Also, would like to direct all departments to look at reductions/cuts to Professional Services/Contractual Services. Expanding licenses for Cannabis businesses.

Motion carried unanimously.



Further discussion to occur at a Special Budget Workshop scheduled for an undetermined date.

**6. 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 8:02 p.m.

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Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of June 20, 2023.

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Ron Morrison, Mayor



# AGENDA REPORT

**Department:** Administrative Services - Finance  
**Prepared by:** Phillip Davis, Financial Analyst  
**Meeting Date:** Tuesday, June 20, 2023  
**Approved by:** Armando Vergara, Interim City Manager

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**SUBJECT:**

Agreement Between City of National City and Chandler Asset Management, Inc.

**RECOMMENDATION:**

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 Chandler Asset Management, Inc. for Investment Management and Advisory Services."

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**

Not Applicable.

**EXPLANATION:**

**Role of the Investment Official**

Under California law, the governing body of a local agency has primary responsibility for investment of public funds (California Government Code Section 53600 *et seq.*). The authority of the legislative body to invest or reinvest funds of a local agency may be delegated for a one-year period by the legislative body to the treasurer of the local agency, who assumes full responsibility until the delegation is revoked or expires; such a delegation may be renewed on an annual basis. It is common practice for the legislative body to delegate its investment responsibility.

The City Council delegates its investment responsibility and therefore their role as the primary investment officials to the City's Director of Administrative Services and/or Financial Services Manager annually at the time that the City's Investment Policy is adopted. This delegation was authorized most recently by City Council adoption of Resolution 2022-107 on June 21, 2022.

Delegation of investment duties does not relieve the primary investment official of their fiduciary responsibilities under California law. Whether an investment official delegates responsibilities to internal staff or to a third party (such as an investment advisor), the investment official is responsible for ensuring that the investment process is managed prudently, professionally, and in accordance with all legal requirements.

The primary investment official must take an active role in the development of investment policies and strategies, ensure that reporting is timely and complete, monitor compliance, credit quality, and performance, and follow-up on any adjustments in strategy necessitated by changes in agency objectives, cash flows, or economic and market conditions. These responsibilities require a considerable commitment of time and effort that includes on-going education by the primary investment official and internal staff that performs these duties.

**Role of the Investment Advisor**

Investment advisors are professionals with experience, training, and special expertise in the area of investment management. Investment advisors receive a fee for their service. Public agencies

hire investment advisors that have experience with fixed-income securities (bonds) rather than equities, real estate, or foreign bonds. Public agencies seek advisors that are experienced with the securities authorized by the California Government Code.

Investment advisors with assets under management of \$30 million or more are registered with and regulated by the Securities and Exchange Commission (SEC), under the Investment Advisors Act of 1940 (Act). The Act requires investment advisors to file an initial application, known as the “Uniform Application for Investment Advisor Registration” or “Form ADV,” with the SEC. They also must file an annual updating amendment, as well as an amendment any time a significant change has occurred at the firm. The SEC requires investment advisors to maintain extensive records, and has the authority to sanction advisors who break the law or rules established under the Act.

There are a number of reasons that a public agency will choose to employ the services of an investment advisor. Some of those reasons are:

- Confidence in the investment advisor’s ability to provide the service professionally and appropriately in a manner that will save the public agency time and safeguard the agency’s funds;
- Potential of greater returns available from full-time expert management of the investment program;
- Increased access to broker offerings;
- City’s lack of resources and expertise to devote to corporate credit review;
- City’s lack of market information systems, such as Bloomberg;
- City’s lack of adequate staffing capacity and expertise. It is a lower net cost to use the services of an investment advisor rather than hiring additional internal staff to provide the same function.

In addition to the above reasons, there are several advantages to using an investment advisor. An investment advisor devotes their time almost entirely to investment management activities and monitoring the market, unlike most typical local agency officials who have limited time to devote to investment activities. This allows local agency officials to focus on long-term investment goals and oversight of the investment program. Investment advisors deal with numerous brokers/dealers on a regular basis and have access to real time pricing from multiple broker/dealers at any given time often receiving better pricing of securities transactions. Their special training and expertise in the field of investment management provides the local agency clients with superior investment strategies. An independent advisor, as compared to a broker/dealer, does not have an inventory of securities to sell. Therefore, certain potential conflicts of interest (such as selling a security from the firm’s own inventory at a less favorable price than its fair market value) are avoided.

### **Selection of the Investment Advisory Firm**

The City issued a Request for Proposals (RFP) on February 14, 2023 and closed the RFP on March 13, 2023. The RFP was advertised in *The Star News*, the California Society of Municipal Finance Officers website, and the City’s website. A Selection Committee composed of the City Treasurer, Administrative Director Services, and Financial Analyst formed to evaluate the proposals.

There were a number of factors to consider when evaluating proposals. All evaluation criteria were articulated in the RFP. Additionally, the RFP disclosed that the Consultants should note that the lowest cost proposal is not the sole determining factor in the final selection. The Evaluation Criteria follows.

## **Evaluation Criteria**

Proposals will be evaluated using the three (3) sets of criteria below. Consultants which meet the proposal submittal requirements and the mandatory evaluation criteria will be selected for further evaluation by the City. Proposals will be evaluated based upon both understanding of the scope of services to be provided and experience.

### **1. Mandatory Elements**

- a. The Consultant is independent and licensed to practice in California.
- b. The Consultant has no conflict of interest with regards to any of the services to be performed by the Consultant to the City.
- c. The Consultant adheres to the instructions in the RFP on preparing and submitting response.

### **2. Understanding of Scope of Services to be Provided**

- a. Thoroughness of approach to providing investment management and advisory services to the City.
- b. Understanding the City's investment policy requirements and demonstration of investment strategies for carrying out the objectives of the policy.
- c. Variety of investment options and portfolios available to the City.

### **3. Experience**

- a. The quality of the Consultant's professional personnel to be assigned to the engagement.
- b. The Consultant's past and present experience and performance with comparable government agencies.
- c. Demonstrated knowledge of market factors and economic indicators and their relationships to investment practices.
- d. Understanding of regulatory requirements for investment of public funds.

## **RFP Results**

As a result of the RFP, the City received two proposals for investment management and advisory services from the firms Meeder Public Funds, Inc. and Chandler Asset Management, Inc. The Selection Committee reviewed each of the proposals submitted based on the evaluation criteria listed above. After the review was completed, Chandler Asset Management, Inc. submitted the highest rated proposal and staff recommends authorizing an agreement with Chandler Asset Management for investment services.

### **About Chandler Asset Management, Inc.**

Founded in 1988, Chandler Asset Management is an SEC-registered corporation headquartered in San Diego that specializes in the management of fixed-income portfolios for the public sector. As of December 31, 2022, Chandler manages over \$28.6 billion in firm-wide assets for clients in regions across the United States, including \$24.3 billion for 191 public agencies. As a California domiciled firm, Chandler takes enormous pride in the depth and strength of the relationships cultivated in the home state and currently manages over \$8.9 billion for 69 cities in California alone. Chandler's primary focus is public agency fund management and serving clients who are guided by the objectives of preservation of principal, access to cash, and maximization of investment outcome without undue exposure to risk.

Chandler Asset Management has provided investment management and advisory services to the City of National City since 2012. At the May 16, 2023 meeting, the City Council was provided an investment report for the quarter ending December 31, 2022. In that report, Table 2 provides a summary of the City's Investment Portfolio and market yields to maturity.

**INVESTMENT PORTFOLIO SUMMARY BY MANAGER**  
**As of December 31, 2022**

Manager	Book Value	Total Market Value	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	2.17%	35.02%
Totals for December 31, 2022	\$113,172,340	\$109,104,483		100.00%

The table shows that Chandler Asset Management has significantly outperformed the County of San Diego pooled cash fund and the State Treasurer’s Local Agency Investment Fund as of December 31, 2022. At the current portfolio distribution and yields reflected above (with the portfolio roughly distributed with a third to each investment manager option), Chandler’s performance is yielding the City approximately \$580,000 per year more in interest earnings than the earnings generated from the County Pool investments.

**FINANCIAL STATEMENT:**

There is no additional fiscal impact to the budget because the costs for investment management and advisory services are included in the base budget.

The approximate fees for services are approximately \$27,000 per year based upon the current City assets under management by Chandler Asset Management.

**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 – Agreement and Scope of Services and Fees

Exhibit B – City Council Policy 203

Exhibit C – Resolution

**AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
CHANDLER ASSET MENAGEMENT, INC.**

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 CHANDLER ASSET MANAGEMENT, INC., a California corporation (the “CONSULTANT”).

**R E C I T A L S**

**WHEREAS**, the CITY desires to employ a CONSULTANT to provide investment management and investment advisory services, as outlined in the attached Exhibit “A.”

**WHEREAS**, the CITY has determined that the CONSULTANT is an investment advisor registered with the SEC under the Investment Advisers Act of 1940 and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

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

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

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

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on July 1, 2023. The duration of this Agreement is for the period of July 1, 2023 through June 30, 2026. 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 two one-year extensions. Any extension of this Agreement must be approved in writing by the City Council.

3. **SCOPE OF SERVICES.** The CONSULTANT shall provide investment management and investment advisory services in compliance with the City’s Investment Policy attached hereto as “Exhibit B”. The CONSULTANT shall provide services as set forth in the Exhibit “A”.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance

by the CITY. The CONSULTANT shall appear at meetings specified in Exhibit "A" to keep staff and City Council advised of the progress on the project.

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

4. **PROJECT COORDINATION AND SUPERVISION.** The Director of Administrative Services hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Mia Corral Brown thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed the schedule given in Exhibit "A" without prior written authorization from the City. Monthly fees shall be charged in arrears and debited directly from the balance of the CITY'S assets under management by the CONSULTANT, provided that work is accomplished consistent with Exhibit "A," as determined by the CITY.

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

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

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

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

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

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

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as employees, partners, or joint venturers with one another. However, the Consultant can act as the City's agent when transacting investment purchases or sales on the City's behalf. Neither the CONSULTANT nor the CONSULTANT'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

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

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

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of



National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

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

12. **STANDARD OF CARE.**

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

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

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

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

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

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

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

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

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

16. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **TERMINATION.**

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

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

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

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

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

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

To CITY: Molly Brennan  
Director of Administrative Services  
Administrative Services  
City of National City  
1243 National City Boulevard  
National City, CA 91950-4397

To CONSULTANT:  
Mia Corral Brown  
Regional Director  
Chandler Asset Management, Inc.  
6225 Lusk Boulevard  
San Diego, CA 92121

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

22. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT

represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

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

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

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

24. **ADMINISTRATIVE PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.

N. *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**

By: \_\_\_\_\_  
Ron Morrison, Mayor

**CHANDLER ASSET MANAGEMENT, INC.**

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

DocuSigned by:  
[Redacted Signature]  
By: \_\_\_\_\_  
8C7E5DACDC274F6...  
*Signature*

Nicole Dragoo

Chief Executive Officer

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Barry J. Schultz,  
City Attorney

DocuSigned by:  
[Redacted Signature]  
By: \_\_\_\_\_  
167A2521701B4BB...  
*(Signature)*

Martin Cassell

Chief Financial Officer

**CHANDLER ASSET MANAGEMENT, INC.****SCOPE OF SERVICES  
OTHER TERMS AND CONDITIONS**

1. **Scope of Services.** CHANDLER ASSET MANAGEMENT, INC. ("CONSULTANT") shall provide investment management and investment advisory services for the CITY OF NATIONAL CITY ("CITY") on all funds authorized by the CITY to be managed by the CONSULTANT. Other services to be provided to the CITY by the CONSULTANT include, but are not limited to the following:
  - a. developing and implementing sound investment strategies which will maximize the portfolio's performance within the parameters of the adopted investment policy and California government codes;
  - b. providing technical and fundamental market research, including yield curve analysis;
  - c. providing credit analysis of investment instruments in the portfolio;
  - d. providing monthly investment reports for the portfolio detailing holdings, composition and sector analysis, return, weighted average maturity, and daily transaction activity;
  - e. providing the CITY with on-line access to its current investment account information;
  - f. providing semi-annual and annual performance reports, as needed;
  - g. reviewing safekeeping and custodial procedures and agreements;
  - h. at a minimum, meeting with CITY staff on a quarterly basis to review the investment portfolio and investment performance;
  - i. at a minimum, delivering semi-annual presentations to the City Council of the City of National City on the performance of the CITY'S portfolio;
  - j. as needed, advising the CITY on recommended changes to its investment policy based upon legislative changes and other relevant market conditions and attending the City Council meeting in which the annual update to the investment policy is presented, if requested by the CITY;
  - k. assisting the CITY in analyzing its cash flow requirements to determine the amount of funds to be invested;
  - l. assisting the CITY in determining its investment risk tolerance and appropriate portfolio benchmark;
  - m. providing other services as agreed upon.
2. **Fees.** The CITY shall compensate the CONSULTANT an amount calculated on the average market value of the CITY'S assets under management by the CONSULTANT, including accrued interest, in accordance with the following schedule:

<b>Assets under Management</b>	<b>Annual Asset Management Fee</b>
First \$10 million	0.10 of 1% (10 basis points)
Next \$30 million	0.08 of 1% (8 basis points)
Assets in excess of \$40 million	0.06 of 1% (6 basis points)

The fees expressed above do not include custody fees the CITY may incur for third party custodial services.

Fees shall be prorated to the effective date of termination on the basis of actual days elapsed, and any unearned portion of prepaid fees shall be refunded. The CITY is not required to pay any start-up or closing fees; there are not penalty fees.

Fees shall be charged monthly in arrears and debited directly for the CITY'S third party custody account.

3. **CITY Representative.** In its capacity as investment manager, the CONSULTANT shall receive all instructions, directions, and other communications on the CITY'S behalf regarding the CITY'S account from the Director of Administrative Services ("Representative"). The CONSULTANT is hereby authorized to rely and act upon all such instructions, directions, and communications from the Representative or any agent designated by the Representative.
4. **Investment Policy.** In investing and reinvesting the CITY'S assets, the CONSULTANT shall comply with the CITY'S investment policy attached hereto as "Exhibit 2"
5. **Authority of CONSULTANT.** The CONSULTANT is hereby granted full discretion to invest and reinvest all assets under its management in any type of security it deems appropriate, subject to the instructions given or guidelines set by the Representative.
6. **Electronic Delivery.** From time to time, the CONSULTANT may be required to deliver certain documents to the CITY, such as account information, notices, and required disclosures. The CITY hereby consents to the CONSULTANT'S use of electronic means, such as e-mail, to make such delivery. This delivery may include notification of the availability of such document(s) on a website, and the CITY agrees that such notifications will constitute "delivery." The CITY further agrees to provide the CONSULTANT with the CITY'S e-mail address(es) and to keep this information current at all times by promptly notifying the CONSULTANT of any change in e-mail address(es).

CITY e-mail addresses: [Mbrennan@nationalcityca.gov](mailto:Mbrennan@nationalcityca.gov);

[Rbarrera@nationalcityca.gov](mailto:Rbarrera@nationalcityca.gov)

7. **Proxy Voting.** The CONSULTANT will vote proxies on behalf of the CITY unless otherwise instructed. The CONSULTANT has adopted and implemented written policies and procedures and will provide the CITY with a description of the proxy voting procedures upon request. The CONSULTANT will provide information regarding how the CITY'S proxies were voted upon request.

8. **Custody of Securities and Funds.** The CONSULTANT shall not have custody or possession of the funds or securities that the CITY has placed under its management. The CITY shall appoint a custodian to take and have possession of its assets. The CITY recognizes the importance of comparing statements received from the appointed custodian to statements received from the CONSULTANT. The CITY recognizes that the fees expressed above do not include fees the CITY will incur for custodial services.
9. **Valuation.** The CONSULTANT will value securities held in portfolios managed by the CONSULTANT no less than monthly. Securities or investments in the portfolio will be valued in a manner determined in good faith by the CONSULTANT to reflect fair market value.
10. **Investment Advice.** The CITY recognizes that the opinions, recommendations, and actions of the CONSULTANT will be based on information deemed by it to be reliable, but not guaranteed to or by it. Provided that the CONSULTANT acts in good faith, the CITY agrees that the CONSULTANT will not in any way be liable for any error in judgment or for any act or omission, except as may otherwise be provided for under the Federal Securities laws or other applicable laws.
11. **Payment of Commissions.** The CONSULTANT may place buy and sell orders with or through such brokers or dealers as it may select. It is the policy and practice of the CONSULTANT to strive for the best price and execution and for commissions and discounts which are competitive in relation to the value of the transaction and which comply with Section 28(e) of the Securities and Exchange Act. Nevertheless, it is understood that the CONSULTANT may pay a commission on transactions in excess of the amount another broker or dealer may charge, and that the CONSULTANT makes no warranty or representation regarding commissions paid on transactions hereunder.
12. **Other Clients.** It is further understood that the CONSULTANT may be acting in a similar capacity for other institutional and individual clients, and that investments and reinvestments for the CITY'S portfolio may differ from those made or recommended with respect to other accounts and clients, although the investment objectives may be the same or similar. Accordingly, it is agreed that the CONSULTANT will have no obligation to purchase or sell for the CITY'S account any securities which it may purchase or sell for other clients.
13. **Receipt of Brochure and Privacy Policy.** Receipt of Brochure and Privacy Policy. The CITY has received the disclosure statement or "brochure" also known as Part 2A of Form ADV, required to be delivered pursuant to Rule 204-3 of the Investment Advisers Act of 1940 (Brochure). The CITY has received a copy of the CONSULTANT'S Privacy Policy.

## CITY COUNCIL POLICY CITY OF NATIONAL CITY

<b>TITLE:</b> Investments	<b>POLICY #203</b>
<b>ADOPTED:</b> October 23, 1990	<b>AMENDED:</b> June 21, 2022

### I. INTRODUCTION

The City of National City's investment program will conform to federal, state, and other legal requirements, including California Government Code Sections 16429.1-16429.4, 53600-53609, and 53630-53686. The following investment policy addresses the methods, procedures, and practices which must be exercised to ensure effective and judicious fiscal and investment management of the City's funds. It is the policy of the City to invest public funds in a manner that will provide a market rate of return, given its requirements for preserving principal and meeting the daily cash flow demands of the City. All investments will comply with this Investment Policy and governing laws.

This Investment Policy replaces any previous Investment Policy or Investment Procedures of the City.

### II. SCOPE

This Investment Policy applies to all the City's financial assets and investment activities with the following exception(s):

Proceeds of debt issuance shall be invested in accordance with the City's general investment philosophy as set forth in this policy; however, such proceeds are invested in accordance with permitted investment provisions of their specific bond indentures.

*Pooling of Funds:* Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

### III. GENERAL OBJECTIVES

The overriding objectives of the investment program are to preserve principal, provide sufficient liquidity, and manage investment risks.

1. *Safety:* Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.
2. *Liquidity:* The investment portfolio will remain sufficiently liquid to meet all operating requirements

## CITY COUNCIL POLICY CITY OF NATIONAL CITY

<b>TITLE:</b> Investments	<b>POLICY #203</b>
<b>ADOPTED:</b> October 23, 1990	<b>AMENDED:</b> June 21, 2022

3. *Return:* The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

#### IV. PRUDENCE, INDEMNIFICATION, AND ETHICS

- A. *Prudent Investor Standard:* Management of the City's investments is governed by the Prudent Investor Standard as set forth in California Government Code Section 53600.3:

“...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”

- B. *Indemnification:* The Administrative Services Director or City Manager designee hereinafter designated as Financial Services Officer and other authorized persons responsible for managing City funds, acting in accordance with written procedures and the Investment Policy and exercising due diligence, will be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported within 30 days and appropriate action is taken to control adverse developments.

- C. *Ethics:* Officers and employees involved in the investment process will refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

#### V. DELEGATION OF AUTHORITY

- A. Authority to manage the City's investment program is derived from California Government Code Section 53600 *et seq.* The City Council is responsible for the City's cash management, including the administration of this Investment Policy. Management responsibility for the cash management of City funds is hereby delegated to the Administrative Services Director and/or Financial Services Officer.

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The Administrative Services Director or designee will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate employee.

B. The City may engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

### VI. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

A list will be maintained of financial institutions and depositories authorized to provide investment services. In addition, a list will be maintained of approved security broker/dealers selected by conducting a process of due diligence described in the investment procedures manual. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

A. The City's Administrative Services Director or designee will determine which financial institutions are authorized to provide investment services to the City. Institutions eligible to transact investment business with the City include:

1. Primary government dealers as designated by the Federal Reserve Bank;
2. Nationally or state-chartered banks;
3. The Federal Reserve Bank; and
4. Direct issuers of securities eligible for purchase.

B. Selection of financial institutions and broker/dealers authorized to engage in transactions with the City will be at the sole discretion of the City.

C. All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the Administrative Services Director or designee with a statement certifying that the institution has reviewed California Government Code Section 53600 *et seq.* and the City's Investment Policy.

D. Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the investment adviser.

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E. Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

### VII. DELIVERY, SAFEKEEPING AND CUSTODY, AND COMPETITIVE TRANSACTIONS

A. *Delivery-versus-payment*: Settlement of all investment transactions will be completed using standard delivery-vs.-payment procedures.

B. *Third-party safekeeping*: To protect against potential losses by collapse of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all securities owned by the City will be held in safekeeping by a third party bank custodian, acting as agent for the City under the terms of a custody agreement executed by the bank and the City.

C. *Competitive transactions*: All investment transactions will be conducted on a competitive basis which can be executed through a bidding process involving at least three separate brokers/financial institutions or through the use of a nationally recognized trading platform.

### VIII. AUTHORIZED AND SUITABLE INVESTMENTS

All investments will be made in accordance with California Government Code Section 53600 *et seq.* and as described within this Investment Policy. Permitted investments under this policy will include:

1. **Municipal Bonds**. These include bonds of the City, the State of California, any other municipality, within the state of California. The bonds will be registered in the name of the City or held under a custodial agreement at a bank.

- a. Are rated in the category of "A" or better by at least two nationally recognized statistical rating organizations; and
- b. No more than 5% per issuer.
- c. No more than 30% of the total portfolio may be invested in municipal bonds.

2. **US Treasury** and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in US Treasuries.

3. **Federal Agency or United States government-sponsored enterprise obligations, participations, or other instruments**, including those issued by or fully guaranteed as to



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principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in government-sponsored enterprises.

4. **Banker's acceptances**, provided that:

- a. They are issued by institutions with short term debt obligations rated "A1" or higher, or the equivalent, by at least two nationally recognized statistical-rating organizations (NRSRO); and have long-term debt obligations which are rated "A" or higher by at least two nationally recognized statistical rating organizations;
- b. The maturity does not exceed 180 days; and
- c. No more than 40% of the total portfolio may be invested in banker's acceptances and no more than 5% per issuer.

5. **Federally insured time deposits** (Non-negotiable certificates of deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:

- a. The amount per institution is limited to the maximum covered under federal insurance; and
- b. The maturity of such deposits does not exceed 5 years.

6. **Certificate of Deposit Placement Service (CDARS)**

- a. No more than 30% of the total portfolio may be invested in a combination of certificates of deposit including CDARS
- b. The maturity of CDARS deposits does not exceed 5 years.

7. **Negotiable certificates of deposit (NCDs)**, provided that:

- a. They are issued by institutions which have long-term obligations which are rated "A" or higher by at least two nationally recognized statistical rating organizations; and/or have short term debt obligations rated "A1" or higher, or the equivalent, by at least two nationally recognized statistical rating organizations;
- b. The maturity does not exceed 5 years; and
- c. No more than 30% of the total portfolio may be invested in NCDs and no more than 5% per issuer.

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8. **Commercial paper**, provided that:

- a. The maturity does not exceed 270 days from the date of purchase;
- b. The issuer is a corporation organized and operating in the United States with assets in excess of \$500 million;
- c. They are issued by institutions whose short term obligations are rated “A-1” or higher, or the equivalent, by at least two nationally recognized statistical rating organizations; and whose long-term obligations are rated “A” or higher by at least two nationally recognized statistical rating organizations; and
- d. No more than 25% of the portfolio is invested in commercial paper and no more than 5% per issuer.

9. **State of California Local Agency Investment Fund (LAIF)**, provided that:

- a. The City may invest up to the maximum permitted amount in LAIF; and
- b. LAIF’s investments in instruments prohibited by or not specified in the City’s policy do not exclude it from the City’s list of allowable investments, provided that the fund’s reports allow the Administrative Services Director or Financial Services Officer or designee to adequately judge the risk inherent in LAIF’s portfolio.

10. **Local government investment pools.**

- a. San Diego County Investment Pool

11. **Corporate medium term notes (MTNs)**, provided that:

- a. Such notes have a maximum maturity of 5 years;
- b. Are issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States;
- c. Are rated “A” category or better by at least two nationally recognized statistical rating organizations; and
- d. Holdings of medium-term notes may not exceed 30% of the portfolio and no more than 5% per issuer.

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**12. Mortgage pass-through securities, asset-backed securities, and collateralized mortgage obligations,**<sup>[AS1]</sup> provided that such securities:

- a. Have a maximum stated final maturity of 5 years.
- b. Be rated in a rating category of “AA” or its equivalent or better by a nationally recognized statistical rating organization.
- c. Purchase of securities authorized by this subdivision may not exceed 20% of the portfolio.

**13. Money market mutual funds** that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940:

- a. Provided that such funds meet either of the following criteria:
  - 1. Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations; or,
  - 2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years’ experience investing in the securities and obligations authorized by California Government Code Section 53601 (a through j) and with assets under management in excess of \$500 million.
- b. Purchase of securities authorized by this subdivision may not exceed 20% of the portfolio.

**14. Supranationals,** provided that:

- a. Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.
- b. The securities are rated in a category of “AA” or higher by a NRSRO.
- c. No more than 30% of the total portfolio may be invested in these securities.
- d. No more than 10% of the portfolio may be invested in any single issuer.

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- e. The maximum maturity does not exceed five (5) years.

### IX. PORTFOLIO RISK MANAGEMENT

*A. The following are prohibited investment vehicles and practices:*

1. State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
2. In accordance with California Government Code Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
3. Investment in any security that could result in a zero interest accrual if held to maturity is prohibited. Under a provision sunseting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted.<sup>[AS2]</sup>
4. Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
5. Purchasing or selling securities on margin is prohibited.
6. The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.
7. The purchase of foreign currency denominated securities is prohibited.

*B. Mitigating credit risk in the portfolio*

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

1. The diversification requirements included in Section IX are designed to mitigate credit risk in the portfolio;
2. No more than 5% of the total portfolio may be invested in securities of any single issuer, except as noted in Section VIII of this Investment Policy;
3. The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity, or yield of the portfolio in response to market conditions or the City's risk preferences; and

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4. If securities owned by the City are downgraded by either Moody's or S&P to a level below the quality required by this Investment Policy, it will be the City's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.
  - a. If a security is downgraded, the Administrative Services Director or designee will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
  - b. If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Council.

### *C. Mitigating market risk in the portfolio*

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes. The City further recognizes that certain types of securities, including variable rate securities, securities with principal pay-downs prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

1. The City will maintain a minimum of three months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements;
2. The maximum percent of callable securities (does not include "make whole call" securities as defined in the Glossary) in the portfolio will be 20%;
3. The maximum stated final maturity of individual securities in the portfolio will be five years, except as otherwise stated in this policy; and
4. The duration of the portfolio will at all times be approximately equal to the duration (typically plus or minus 20%) of a Market Benchmark Index selected by the City based on the City's investment objectives, constraints and risk tolerances. The City's current Benchmark will be documented in the investment procedures manual.

## **X. INVESTMENT OBJECTIVES (PERFORMANCE STANDARDS AND EVALUATION)**

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**A. Overall objective:** The investment portfolio will be designed with the overall objective of obtaining a total rate of return throughout economic cycles, commensurate with investment risk constraints and cash flow needs.

**B. Specific objective:** The investment performance objective for the portfolio will be to earn a total rate of return over a market cycle which is approximately equal to the return on the Market Benchmark Index as described in the City's investment procedures manual.

### XI. PROCEDURES AND INTERNAL CONTROLS

**A. Procedures:** The Director of Administrative Services or designee will establish written investment policy procedures in a separate investment procedures manual to assist investment staff with day-to-day operations of the investment program consistent with this policy. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director of Administrative Services or designee.

**B. Internal Controls:** The Director of Administrative Services or designee is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure will be designed to provide reasonable assurance that these objectives are met. Internal controls will be in the City's investment procedures manual.

### XII. REPORTING AND REVIEW

**A. Monthly reports:** The Director of Finance and/or Financial Services Officer must submit a monthly report to the legislative body accounting for transactions made during the reporting period.

**B. Quarterly reports:** Quarterly investment reports will be submitted by the Administrative Services Director or designee to the City Council, at an agenda meeting. Consistent with the requirements contained in California Government Code Section 53646, information in the quarterly investment reports shall include, but not be limited to, the following:

1. Type of investment
2. Name of issuer and/or financial institution
3. Date of purchase
4. Date of maturity
5. Current market value for all securities
6. Rate of interest
7. Purchase price of investment
8. Other data as required by the City

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**C. Annual Policy review:** The Investment Policy will be reviewed at least annually and, as necessary, adopted, to ensure its consistency with the overall objectives of preservation of principal, liquidity, and return, and its relevance to current law and financial and economic trends.

**Related Policy References**

California Government Code Sections: 16429.1 – 16429.4, and 53600 – 53609 and 53630-53686  
Investment Company Act of 1940  
Investment Advisers Act of 1940  
Securities and Exchange Commission Rule #15C3-1  
Appendix I attached: “Authorized Personnel”  
Appendix II attached: “Glossary of Investment Terms”

**Prior Policy Amendments**

October 23, 1990 – Established Policy  
May 9, 1995 (Resolution No. 95-62) Updated Policy and Inclusion in the Policy Manual and Amend policy adopted October 23, 1990  
August 6, 1996 (Resolution No. 96-130)  
August 26, 1997 (Resolution No. 97-110)  
October 6, 1998 (Resolution No. 98-136)  
September 7, 1999 (Resolution No. 99-130)  
October 2, 2001 (Resolution No. 2001-151)  
October 1, 2002 (Resolution No. 2002-149)  
October 7, 2003 (Resolution No. 2003-139)  
June 7, 2005 (Resolution No. 2005-118)  
October 4, 2005 (Resolution No. 2005-215)  
August 21, 2007 (Resolution No. 2007-202)  
February 19, 2008 (Resolution No. 2008-37)  
February 19, 2008 (Resolution No. 2008-38) CDC  
January 10, 2012 (Resolution No. 2012-09)  
December 10, 2013 (Resolution No. 2013-189)  
December 16, 2014 (Resolution No. 2014-172)  
December 15, 2015 (Resolution No. 2015-186)  
December 6, 2016 (Resolution No. 2016-189)  
October 17, 2017 (Resolution No. 2017-203)  
November 20, 2018 (Resolution No. 2018-189)  
August 18, 2020 (Resolution No. 2020-151)

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**Appendix I**

**Authorized Personnel**

The following positions are authorized to transact investment business and wire funds for investment purposes on behalf of the City of National City:

City Manager  
Assistant City Manager  
Financial Services Officer  
Director of Administrative Services or designee



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### Appendix II GLOSSARY OF INVESTMENT TERMS

**Agencies.** Shorthand market terminology for any obligation issued by a *government-sponsored entity (GSE)*, or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

**FDIC.** The Federal Deposit Insurance Corporation provides insurance backed by the full faith and credit of the US government to certain bank deposits and debt obligations.

**FFCB.** The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

**FHLB.** The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

**FHLMC.** Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called “Freddie Mac” issues discount notes, bonds and mortgage pass-through securities.

**FNMA.** Like FHLB and Freddie Mac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as “Fannie Mae,” issues discount notes, bonds and mortgage pass-through securities.

**GNMA.** The Government National Mortgage Association, known as “Ginnie Mae,” issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

**PEFCO.** The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

**TVA.** The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio and Mississippi River valleys. TVA currently issues discount notes and bonds.

**Asked.** The price at which a seller offers to sell a security.

**Asset-Backed Securities.** Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

**Average life.** In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

**Banker’s acceptance.** A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which “accepts” the obligation to pay the investor.

**Benchmark.** A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

**Bid.** The price at which a buyer offers to buy a security.

**Broker.** A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.

**Callable.** A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline since an issuer issues securities, it will likely call its current securities and reissue them at a lower

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rate of interest. Callable securities have reinvestment risk as the investor may receive its principal back when rates are lower than when the investment was initially made.

**Certificate of Deposit (CD).** A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs may be marketable.

**Collateral.** Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

**Collateralized Mortgage Obligations (CMO).** Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

**Commercial paper.** The short-term unsecured debt of corporations.

**Cost yield.** The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.

**Coupon.** The rate of return at which interest is paid on a bond.

**Credit risk.** The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

**Current yield.** The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

**Dealer.** A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

**Debenture.** A bond secured only by the general credit of the issuer.

**Delivery vs. payment (DVP).** A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

**Derivative.** Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate or index.

**Discount.** The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par, and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

**Diversification.** Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

**Duration.** The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a bond to

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changes in interest rates. (See modified duration).

**Federal funds rate.** The rate of interest charged by banks for short-term loans to other banks. The Federal Reserve Bank through open-market operations establishes it.

**Federal Open Market Committee:** A committee of the Federal Reserve Board that establishes monetary policy and executes it through temporary and permanent changes to the supply of bank reserves.

**Haircut:** The margin or difference between the actual market value of a security and the value assessed by the lending side of a transaction (i.e. a repo).

**Leverage.** Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

**Liquidity:** The speed and ease with which an asset can be converted to cash.

**Local Agency Investment Fund (LAIF).** A voluntary investment fund managed by the California State Treasurer's Office open to government entities and certain non-profit organizations in California.

**Local Government Investment Pool.** Investment pools including the Local Agency Investment Fund (LAIF), county pools, joint powers authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

**Make Whole Call.** A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

**Margin:** The difference between the market value of a security and the loan a broker makes using that security as collateral.

**Market risk.** The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

**Market value.** The price at which a security can be traded.

**Marking to market.** The process of posting current market values for securities in a portfolio.

**Maturity.** The final date upon which the principal of a security becomes due and payable. Medium term notes. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts either on a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

**Modified duration.** The percent change in price for a 100 basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

**Money market.** The market in which short term debt instruments (T-bills, discount notes, commercial paper and banker's acceptances) are issued and traded.

**Mortgage pass-through securities.** A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

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**Municipal Securities.** Securities issued by state and local agencies to finance capital and operating expenses.

**Mutual fund.** An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

**Nationally Recognized Statistical Rating Organization (NRSRO).** A credit rating agency the United States Securities and Exchange Commission uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

**Premium.** The difference between the par value of a bond and the cost of the bond, when the cost is above par.

**Prepayment speed.** A measure of how quickly principal is repaid to investors in mortgage securities.

**Prepayment window.** The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.

**Primary dealer.** A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out US monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the US Government securities market.

**Prudent person (man) rule.** A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

**Realized yield.** The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

**Regional dealer.** A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities, and that is not a primary dealer.

**Repurchase agreement (RP, Repo).** Short term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a **reverse repurchase agreement**.

**Safekeeping.** A service to bank customers whereby securities are held by the bank in the customer's name.

**Short Term.** Less than one (1) years' time.

**Structured note.** A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse

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floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and “dual index floaters,” which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

**Supranational.** A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

**Total rate of return.** A measure of a portfolio’s performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

**US Treasury obligations.** Securities issued by the US Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk, and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

**Treasury bills.** All securities issued with initial maturities of one year or less are issued as discounted instruments, and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues “cash management” bills as needed to smooth out cash flows.

**Treasury notes.** All securities issued with initial maturities of two to ten years are called Treasury notes, and pay interest semi-annually.

**Treasury bonds.** All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

**Value.** Principal plus accrued interest.

**Volatility.** The rate at which security prices change with changes in general economic conditions or the general level of interest rates.

**Yield to Maturity.** The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.

**RESOLUTION NO. 2023 -**

**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 CHANDLER ASSET MANAGEMENT, INC. FOR INVESTMENT MANAGEMENT AND ADVISORY SERVICES**

**WHEREAS**, on February 14, 2023, the City of National City issued a Request for Proposal (GS2223-1) to provide investment management and advisory services on behalf of the City; and

**WHEREAS**, the Review Committee determined that Chandler Asset Management, Inc. submitted the successful proposal; and

**WHEREAS**, Chandler Asset Management, Inc. will provide the City of National City with investment management and advisory services for a three-year period from July 1, 2023 to June 30, 2026 with the option to extend the agreement for two additional one-year periods ending June 30, 2028.

**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 authorizes the Mayor to execute the agreement for a three-year period from July 1, 2023 to June 30, 2026 with the option to extend the agreement for two additional one-year periods ending June 30, 2028.

**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 20th 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 - Finance  
**Prepared by:** Rachelle Barrera, Finance Manager  
**Meeting Date:** Tuesday, June 20, 2023  
**Approved by:** Armando Vergara, Interim City Manager

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**SUBJECT:**

Agreement between the City of National City and the Pun Group, LLP.

**RECOMMENDATION:**

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California authorizing the Mayor to execute an agreement with The Pun Group, LLP For Professional Independent Audit Services".

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**

Not Applicable.

**EXPLANATION:**

In anticipation of the expiration of the City of National City's (City) agreement with The Pun Group, LLP, the City issued a request for proposals (RFP) for Professional Independent Auditing Services on February 17, 2023. The RFP was advertised in *The Star News*, *Union Tribune*, California Society of Municipal Finance Officers website and also placed on the City's website. The proposals were due on March 28, 2023 and the City received two proposals.

A Selection Committee composed of the City Treasurer, Finance Manager, Interim City Manager and Senior Accountant was formed to evaluate the proposals.

There were a number of factors to be considered when evaluating the proposals. All evaluation criteria were articulated in the RFP. Additionally, the RFP disclosed that the Consultants should note that the lowest cost proposal is not the sole determining factor in the final selection. The Evaluation Criteria follows.

Proposals were evaluated using the following criteria:

**1. Mandatory Elements:**

- a. the firm is independent and licensed to practice in the State of California
- b. the firm has no conflict of interest with regard to any other work performed by the firm for the City;
- c. the firm adheres to the instructions in this request for proposal on preparing and submitting the proposal; and
- d. the firm has a record of quality audit work, and firm submits a copy of its most recent external quality control review report.

**2. Technical Elements:**

- a. Expertise and Experience
  - i. the firm's past experience and performance on comparable government engagements with an emphasis on local government experience;
  - ii. the quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for

- technical consultation;
- iii. the firm’s ability to assist the City in implementing current and proposed GASB Pronouncements;
- iv. the firm’s past experience auditing federal grant programs;
- v. experience in providing on-going financial consulting services to local governments.

b. Audit Approach

- i. adequacy of proposed staffing plan for various segments of the engagement;
- ii. adequacy of sampling techniques;
- iii. adequacy of analytical procedures.

**3. Price:**

**RFP Results**

As a result of the RFP, the City received two proposals for Professional Independent Auditing Services. Proposals were received from The Pun Group, LLP and Badawi & Associates. The Selection Committee reviewed each of the proposals submitted based on the evaluation criteria listed above. After the review was completed, The Pun Group, LLP, submitted the successful proposal.

**FINANCIAL STATEMENT:**

There is no additional fiscal impact to the budget because the costs for Independent Audit Services are included in the base budget.

The fees for audit services can be found in Exhibit A. The fees for each fiscal year under audit are not-to-exceed amounts:

Fiscal year 2023	\$72,000
Fiscal year 2024	\$74,160
Fiscal year 2025	\$76,386
Fiscal year 2026	\$78,376 (optional year)
Fiscal year 2027	\$81,037 (optional year)

**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 – Agreement, Scope of Services and Fees
- Exhibit B – Resolution



**AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
THE PUN GROUP, LLP**

THIS AGREEMENT is entered into on this 20<sup>th</sup> day of June, 2023, by and between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and THE PUN GROUP, LLP a Limited Liability Partnership (the “CONSULTANT”).

**R E C I T A L S**

**WHEREAS**, the CITY desires to employ a CONSULTANT to provide Professional Independent Audit Services.

**WHEREAS**, the CITY has determined that the CONSULTANT is a Certified Public Accounting firm and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

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

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to perform professional independent audit services, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein and as outlined in the attached Exhibit “A”.

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

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on July 1, 2023. The duration of this Agreement is for the period of July 1, 2023 through June 30, 2026. 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 two one-year extensions. Any extension of this Agreement must be approved in writing by the City Council.

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

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

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith

and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Molly Brennan, Director of Administrative Services hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Kenneth H. Pun thereby is designated as the Project Director for the CONSULTANT.

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

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

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

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

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

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

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

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

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

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

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

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT must promptly produce a copy of any such license, permit, or approval to CITY upon request. The CONSULTANT represents and covenants

that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

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

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

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

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

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any

part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

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

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

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

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

16. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **TERMINATION.**

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

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

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

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

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

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



when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Molly Brennan  
Director of Administrative Services  
City of National City  
1243 National City Boulevard  
National City, CA 91950-4397

To CONSULTANT:  
Kenneth H. Pun, CPA, CGMA  
Managing Partner  
The Pun Group, LLP  
4660 La Jolla Village Dr, Suite 100  
San Diego, CA 92122

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

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

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

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

23. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts

as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

24. **ADMINISTRATIVE PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any

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

N. *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**


By: \_\_\_\_\_  
Ron Morrison, Mayor

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Barry J. Schultz,  
City Attorney

**THE PUN GROUP, LLP**

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

DocuSigned by:  
  
By: \_\_\_\_\_  
E5E220A95FDE419  
(Name)

Kenneth H. Pun  
(Print)

Managing Partner  
(Title)

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Title)

## Exhibit A

### Scope of Services

#### **The Consultant will be required to perform the following tasks:**

1. Audit of all funds of the City in accordance with the United States Government Accountability Office's Generally Accepted Government Auditing Standards;
2. Preparation, including word processing, of the City's CAFR and the financial statements of its component units in compliance with applicable GASB statements;
3. Gann limit review pertaining to the City's appropriation limit, rendering a letter annually regarding compliance;
4. City-wide audit of the expenditures of federal grants in accordance with Uniform Guidance and preparation of the appropriate reports, testing two (2) major programs, including the Housing Choice Voucher Program ("HCVP");
5. Financial and compliance audits of the Regional Solid Waste Association (RSWA), a Joint Powers Authority;
6. Commission single audit of federal grants allocable to HCVP in accordance with Uniform Guidance; and
7. Real Estate Assessment Center electronic submission to HUD and related attestations.

#### **Additional Services:**

8. Compile the Annual State Controller's Report for the City; and
9. Serve as a resource and provide training to professional accounting staff on preparation of financial statements and best practices in conformance with applicable laws and governmental accounting standards.

#### **Auditing Standards to be followed:**

The Consultant shall review the financial records and all the various funds of the City and prepare all the financial statements in conformance with:

10. Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants (AICPA);
11. The standards applicable to financial audits contained in Government Auditing Standards (2011 revision) issued by the Comptroller General of the United States;
12. The provisions of the Single Audit Act of 1996 and the provisions of Uniform Guidance; and
13. All applicable GASB statements.

#### **Reports to be Issued:**

Following the completion of the audit of the fiscal year's financial statements, the Consultant shall issue:

14. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles for all entities listed above;
15. A report on compliance and on the internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards;
16. A report on compliance with requirements applicable to each major program and internal control over compliance in accordance with Uniform Guidance (Single Audit);

**Exhibit A**  
**(CONTINUED)**

17. A schedule of Expenditures of Federal Awards together with applicable notes to this schedule (Single Audit);
18. A schedule of findings and questioned costs (Single Audit);
19. Status of prior year findings (Single Audit); and
20. Form SF-SAC, Data Collections Form for Reporting of Audits of States, Local Governments and Non-Profit Organizations.

**Exhibit A**  
**(CONTINUED)**

**Fee Schedule**

**Compensation and Payments**

<b>Services</b>	<b>FY 2023</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026<sup>1</sup></b>	<b>FY 2027<sup>1</sup></b>
City Audit, including ACFR	55,000	56,650	58,350	60,100	61,903
Single Audit - 2 Major Programs	8,500	8,755	9,018	9,288	9,567
GANN Limit	Included	Included	Included	Included	Included
Annual State Controller's Report	4,500	4,635	4,774	4,917	5,065
Financial and compliance audits of the Regional Solid Waste Association (RSWA)	4,000	4,120	4,244	4,371	4,502
Commission Single Audit of Federal Grants Allocable to Housing Choice Voucher Program	Included	Included	Included	Included	Included
REAC Electronic Submission to HUD and Related Attestations	Included	Included	Included	Included	Included
<b>Total for Fiscal Year (not-to-exceed)</b>	<b>72,000</b>	<b>74,160</b>	<b>76,386</b>	<b>78,676</b>	<b>81,037</b>

**Auditors Standard Billing Rates (per hour)**

<b>Position</b>	<b>FY 2023</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026<sup>1</sup></b>	<b>FY 2027<sup>1</sup></b>
Partners	300	309	318	328	338
Directors	200	206	212	219	225
Supervisor	175	180	186	191	197
Senior Accountants	150	155	159	164	169
Staff Accountants	125	129	133	137	141
Clerical	100	103	106	109	113

**Exhibit A**  
**(CONTINUED)**

**Invoice Payments<sup>2</sup>**

<b>Work Performed</b>	<b>% of Proposal Amount</b>
Planning	10%
Interim Work	40%
Fieldwork	40%
Presentation and Acceptance of Reports	10%
<b>Total</b>	<b>100%</b>

<sup>1</sup> The City has the option to extend the agreement under the same terms and conditions for year 4 and year 5.

<sup>2</sup> Invoices will cover a period at least one calendar month. The invoices will be charge for work performed based c



**RESOLUTION NO. 2023 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA,  
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE PUN GROUP, LLP  
FOR PROFESSIONAL INDEPENDENT AUDIT SERVICES**

**WHEREAS**, on February 17, 2023, the City of National City issued a Request for Proposal to provide professional independent audit services for the City; and

**WHEREAS**, the Review Committee determined that The Pun Group, LLP submitted the successful proposal; and

**WHEREAS**, The Pun Group, LLP will provide the City of National City with professional independent audit services for a three-year period from July 1, 2023 to June 30, 2026 with the option to extend the agreement for two additional one-year periods ending June 30, 2028.

**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 the agreement for a three-year period from July 1, 2023 to June 30, 2026 with the option to extend the agreement for two additional one-year periods ending June 30, 2028.

**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 20th 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 20, 2023  
**Approved by:** Armando Vergara, Interim City Manager

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**SUBJECT:**

Amending the Confidential Group Salary Schedule to Revise the Salary of the Senior Information Technology Analyst for 2023 and 2024.

**RECOMMENDATION:**

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Amending the Confidential Group Salary Schedule."

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**

Not Applicable.

**EXPLANATION:**

On February 1, 2022, the City Council authorized 3% cost of living adjustments (COLAs) for all Confidential Group employee salaries, to be effective the first full pay period of January 2023 and January 2024, by amending the Confidential Group salary schedule.

The following month, in March 2022, the City Council approved the creation of a new classification, Senior Information Technology Analyst. At that time, the City Council authorized adding the new position to the Confidential Group and set a salary for 2022. However due to oversight, the March 2022 City Council action did not include authorization for the new classification of Senior Information Technology Analyst to receive the future 3% COLA in January 2023 and January 2024. The employee in this position has not received the 3% COLA for 2023 because it has not been authorized. Staff recommends approval of the resolution to correct the oversight and to authorize the Senior Information Technology Analyst to receive a 3% COLA retroactively back to January 2023 and a 3% COLA in January 2024, to mirror the COLA wage increases all other Confidential Group classifications received.

Exhibit A is the Confidential Group Salary Schedule, with the Senior Information Technology Analyst position's current salary reflected on the first page (2022) and the proposed 3% increases highlighted on the following two pages.

**FINANCIAL STATEMENT:**

The fiscal year 2023 budget and preliminary fiscal year 2024 budget already include personnel service appropriations to cover the 3% wage increase for the position. No additional appropriations are necessary.

**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 – Proposed Confidential Group Salary Schedule 2023-2024

Exhibit B - Resolution

CITY OF NATIONAL CITY  
CONFIDENTIAL SALARY SCHEDULE  
EFFECTIVE DATE 2/08/2022  
3% Increase + Equity Adjustment

TITLE		STEP A	STEP B	STEP C	STEP D	STEP E
<b>Senior Information Technology Analyst</b>						
	BI-WEEKLY	3,440.57	3,612.60	3,793.23	3,982.89	4,182.03
	MONTHLY	7,454.57	7,827.30	8,218.67	8,629.60	9,061.07
	ANNUAL	89,454.82	93,927.60	98,623.98	103,555.14	108,732.78
	HOURLY	43.01	45.16	47.42	49.79	52.28
<b>Information Technology Analyst</b>						
	BI-WEEKLY	2,991.80	3,141.40	3,298.47	3,463.39	3,636.56
	MONTHLY	6,482.23	6,806.36	7,146.68	7,504.00	7,879.21
	ANNUAL	77,786.79	81,676.33	85,760.11	90,048.03	94,550.53
	HOURLY	37.40	39.27	41.23	43.29	45.46
<b>Information Technology Technician</b>						
	BI-WEEKLY	2,567.84	2,696.23	2,831.04	2,972.60	3,121.23
	MONTHLY	5,563.66	5,841.84	6,133.93	6,440.63	6,762.67
	ANNUAL	66,763.96	70,102.11	73,607.13	77,287.58	81,152.02
	HOURLY	32.10	33.70	35.39	37.16	39.02
<b>Executive Assistant IV</b>						
	BI-WEEKLY	2,372.93	2,491.59	2,616.16	2,746.97	2,884.31
	MONTHLY	5,141.35	5,398.44	5,668.34	5,951.76	6,249.34
	ANNUAL	61,696.23	64,781.23	68,020.06	71,421.16	74,992.11
	HOURLY	29.66	31.14	32.70	34.34	36.05
<b>Executive Assistant III</b>						
	BI-WEEKLY	2,247.70	2,360.08	2,478.09	2,602.00	2,732.10
	MONTHLY	4,870.02	5,113.51	5,369.19	5,637.67	5,919.55
	ANNUAL	58,440.27	61,362.16	64,430.31	67,652.02	71,034.59
	HOURLY	28.10	29.50	30.98	32.53	34.15
<b>Executive Assistant II</b>						
	BI-WEEKLY	2,090.06	2,194.56	2,304.28	2,419.50	2,540.48
	MONTHLY	4,528.46	4,754.87	4,992.61	5,242.25	5,504.37
	ANNUAL	54,341.54	57,058.49	59,911.32	62,907.04	66,052.39
	HOURLY	26.13	27.43	28.80	30.24	31.76
<b>Payroll Technician II</b>						
	BI-WEEKLY	1,957.47	2,055.35	2,158.11	2,266.02	2,379.33
	MONTHLY	4,241.19	4,453.25	4,675.91	4,909.71	5,155.21
	ANNUAL	50,894.25	53,439.01	56,110.93	58,916.58	61,862.51
	HOURLY	24.47	25.69	26.98	28.33	29.74
<b>Confidential Assistant (At-Will)</b>						
	BI-WEEKLY	1,919.23	2,015.19	2,115.95	2,221.75	2,332.84
	MONTHLY	4,158.33	4,366.25	4,584.56	4,813.80	5,054.50
	ANNUAL	49,899.98	52,395.02	55,014.75	57,765.58	60,653.96
	HOURLY	23.99	25.19	26.45	27.77	29.16
<b>Executive Assistant I</b>						
	BI-WEEKLY	1,842.98	1,935.13	2,031.88	2,133.48	2,240.16
	MONTHLY	3,993.12	4,192.77	4,402.41	4,622.53	4,853.67
	ANNUAL	47,917.49	50,313.28	52,828.94	55,470.38	58,244.04
	HOURLY	23.04	24.19	25.40	26.67	28.00
<b>Payroll Technician I</b>						
	BI-WEEKLY	1,779.53	1,868.50	1,961.92	2,060.03	2,163.01
	MONTHLY	3,855.65	4,048.42	4,250.83	4,463.40	4,686.53
	ANNUAL	46,267.79	48,581.02	51,010.01	53,560.76	56,238.38
	HOURLY	22.24	23.36	24.52	25.75	27.04

CITY OF NATIONAL CITY  
CONFIDENTIAL SALARY SCHEDULE  
EFFECTIVE DATE JANUARY 2023  
3% Increase + Equity Adjustment

TITLE		STEP A	STEP B	STEP C	STEP D	STEP E
<b>Senior Information Technology Analyst</b>						
	BI-WEEKLY	3,543.79	3,720.98	3,907.03	4,102.38	4,307.49
	MONTHLY	7,678.21	8,062.12	8,465.22	8,888.48	9,332.90
	ANNUAL	92,138.46	96,745.43	101,582.70	106,661.79	111,994.76
	HOURLY	44.30	46.51	48.84	51.28	53.84
<b>Information Technology Analyst</b>						
	BI-WEEKLY	3,154.25	3,311.97	3,477.57	3,651.45	3,834.02
	MONTHLY	6,834.22	7,175.95	7,534.74	7,911.47	8,307.05
	ANNUAL	82,010.61	86,111.35	90,416.89	94,937.64	99,684.63
	HOURLY	39.43	41.40	43.47	45.64	47.93
<b>Information Technology Technician</b>						
	BI-WEEKLY	2,644.88	2,777.12	2,915.97	3,061.78	3,214.87
	MONTHLY	5,730.57	6,017.10	6,317.95	6,633.85	6,965.55
	ANNUAL	68,766.88	72,205.17	75,815.34	79,606.21	83,586.58
	HOURLY	33.06	34.71	36.45	38.27	40.19
<b>Executive Assistant IV</b>						
	BI-WEEKLY	2,487.54	2,611.93	2,742.52	2,879.65	3,023.62
	MONTHLY	5,389.68	5,659.18	5,942.12	6,239.23	6,551.19
	ANNUAL	64,676.16	67,910.16	71,305.43	74,870.81	78,614.23
	HOURLY	31.09	32.65	34.28	36.00	37.80
<b>Executive Assistant III</b>						
	BI-WEEKLY	2,356.27	2,474.07	2,597.78	2,727.68	2,864.06
	MONTHLY	5,105.24	5,360.50	5,628.52	5,909.97	6,205.46
	ANNUAL	61,262.94	64,325.95	67,542.29	70,919.61	74,465.56
	HOURLY	29.45	30.93	32.47	34.10	35.80
<b>Executive Assistant II</b>						
	BI-WEEKLY	2,191.01	2,300.55	2,415.58	2,536.36	2,663.18
	MONTHLY	4,747.19	4,984.53	5,233.75	5,495.45	5,770.23
	ANNUAL	56,966.24	59,814.42	62,805.04	65,945.45	69,242.72
	HOURLY	27.39	28.76	30.19	31.70	33.29
<b>Payroll Technician II</b>						
	BI-WEEKLY	2,084.12	2,188.33	2,297.74	2,412.63	2,533.27
	MONTHLY	4,515.59	4,741.38	4,978.44	5,227.37	5,488.75
	ANNUAL	54,187.11	56,896.51	59,741.31	62,728.48	65,865.01
	HOURLY	26.05	27.35	28.72	30.16	31.67
<b>Confidential Assistant (At-Will)</b>						
	BI-WEEKLY	2,003.48	2,103.66	2,208.84	2,319.29	2,435.26
	MONTHLY	4,340.88	4,557.93	4,785.82	5,025.12	5,276.39
	ANNUAL	52,090.59	54,695.16	57,429.89	60,301.49	63,316.67
	HOURLY	25.04	26.30	27.61	28.99	30.44
<b>Executive Assistant I</b>						
	BI-WEEKLY	1,932.00	2,028.59	2,130.02	2,236.52	2,348.35
	MONTHLY	4,185.99	4,395.28	4,615.05	4,845.80	5,088.10
	ANNUAL	50,231.90	52,743.41	55,380.58	58,149.60	61,057.22
	HOURLY	24.15	25.36	26.63	27.96	29.35
<b>Payroll Technician I</b>						
	BI-WEEKLY	1,894.67	1,989.39	2,088.86	2,193.31	2,302.96
	MONTHLY	4,105.11	4,310.35	4,525.86	4,752.18	4,989.75
	ANNUAL	49,261.31	51,724.21	54,310.36	57,026.14	59,877.01
	HOURLY	23.68	24.87	26.11	27.42	28.79

CITY OF NATIONAL CITY  
CONFIDENTIAL SALARY SCHEDULE  
EFFECTIVE DATE JANUARY 2024  
3% Increase + Equity Adjustment

TITLE		STEP A	STEP B	STEP C	STEP D	STEP E
<b>Senior Information Technology Analyst</b>						
	BI-WEEKLY	3,650.10	3,832.61	4,024.24	4,225.45	4,436.72
	MONTHLY	7,908.55	8,303.98	8,719.18	9,155.14	9,612.88
	ANNUAL	94,902.62	99,647.79	104,630.18	109,861.65	115,354.61
	HOURLY	45.63	47.91	50.30	52.82	55.46
<b>Information Technology Analyst</b>						
	BI-WEEKLY	3,325.53	3,491.82	3,666.40	3,849.72	4,042.21
	MONTHLY	7,205.32	7,565.60	7,943.88	8,341.06	8,758.13
	ANNUAL	86,463.79	90,787.20	95,326.52	100,092.76	105,097.50
	HOURLY	41.57	43.65	45.83	48.12	50.53
<b>Information Technology Technician</b>						
	BI-WEEKLY	2,724.23	2,860.44	3,003.45	3,153.63	3,311.31
	MONTHLY	5,902.49	6,197.61	6,507.48	6,832.87	7,174.51
	ANNUAL	70,829.89	74,371.33	78,089.80	81,994.40	86,094.18
	HOURLY	34.05	35.76	37.54	39.42	41.39
<b>Executive Assistant IV</b>						
	BI-WEEKLY	2,607.69	2,738.09	2,874.98	3,018.73	3,169.67
	MONTHLY	5,650.00	5,932.52	6,229.12	6,540.59	6,867.61
	ANNUAL	67,800.02	71,190.22	74,749.48	78,487.07	82,411.30
	HOURLY	32.60	34.23	35.94	37.73	39.62
<b>Executive Assistant III</b>						
	BI-WEEKLY	2,470.07	2,593.57	2,723.25	2,859.42	3,002.39
	MONTHLY	5,351.83	5,619.41	5,900.38	6,195.42	6,505.19
	ANNUAL	64,221.93	67,432.89	70,804.58	74,345.03	78,062.25
	HOURLY	30.88	32.42	34.04	35.74	37.53
<b>Executive Assistant II</b>						
	BI-WEEKLY	2,296.83	2,411.67	2,532.25	2,658.87	2,791.81
	MONTHLY	4,976.48	5,225.29	5,486.54	5,760.88	6,048.93
	ANNUAL	59,717.71	62,703.46	65,838.52	69,130.62	72,587.15
	HOURLY	28.71	30.15	31.65	33.24	34.90
<b>Payroll Technician II</b>						
	BI-WEEKLY	2,218.96	2,329.91	2,446.41	2,568.73	2,697.17
	MONTHLY	4,807.75	5,048.14	5,300.55	5,565.58	5,843.87
	ANNUAL	57,693.02	60,577.72	63,606.57	66,787.01	70,126.48
	HOURLY	27.74	29.12	30.58	32.11	33.71
<b>Confidential Assistant (At-Will)</b>						
	BI-WEEKLY	2,091.44	2,196.01	2,305.81	2,421.10	2,542.16
	MONTHLY	4,531.45	4,758.02	4,995.92	5,245.73	5,508.02
	ANNUAL	54,377.37	57,096.28	59,951.07	62,948.73	66,096.27
	HOURLY	26.14	27.45	28.82	30.26	31.78
<b>Executive Assistant I</b>						
	BI-WEEKLY	2,025.31	2,126.57	2,232.90	2,344.55	2,461.78
	MONTHLY	4,388.18	4,607.58	4,837.96	5,079.85	5,333.86
	ANNUAL	52,658.11	55,290.92	58,055.46	60,958.22	64,006.29
	HOURLY	25.32	26.58	27.91	29.31	30.77
<b>Payroll Technician I</b>						
	BI-WEEKLY	2,017.25	2,118.11	2,224.01	2,335.22	2,451.96
	MONTHLY	4,370.71	4,589.23	4,818.69	5,059.64	5,312.59
	ANNUAL	52,448.52	55,070.77	57,824.24	60,715.73	63,751.05
	HOURLY	25.22	26.48	27.80	29.19	30.65

**RESOLUTION NO. 2023 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA,  
AMENDING THE NATIONAL CITY CONFIDENTIAL GROUP SALARY SCHEDULE**

**WHEREAS**, the new classification of Senior Information Technology Analyst was created in 2022 after City Council had authorized annual 3% cost of living adjustments (COLA) for 2023 and 2024 through approval of a Confidential Group Salary Schedule; and

**WHEREAS**, the amendment to add the new classification to the Confidential Group Salary Schedule did not include adjustments for 2023 and 2024 due to an oversight; and

**WHEREAS**, other Confidential Group classifications received and will receive a 3% COLA the first full pay period of January 2023 and January 2024; and

**WHEREAS**, City staff recommends that City Council correct the oversight by authorizing the Senior Information Technology Analyst to receive a 3% COLA retroactively back to January 2023 and a 3% COLA in January 2024, to mirror the COLA wage increases of other Confidential Group classifications.

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

**Section 1:** Approves a retroactive 3% cost of living adjustment for the Senior Information Technology Analyst classification for January 2023 and a 3% cost of living adjustment in January 2024 by amending the Confidential Group 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 20th 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 20, 2023  
**Approved by:** Armando Vergara, Interim City Manager

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**SUBJECT:**

Approval of Amendment to Agreement with San Diego County for Senior Nutrition Services

**RECOMMENDATION:**

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute the Amendment to County Contract 561763 Extending the Contract Term for Six (6) Additional Months Through December 31, 2023."

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**

Not Applicable.

**EXPLANATION:**

The City of National City has been contracting with the County of San Diego since 1979 to provide dining room and home delivery meal service to senior citizens 60 years and older. City Council ratified the execution of the most recent County Contract 561763 on February 4, 2020. This Amendment 10 features the following changes:

- Extends the contract term for an additional six (6) months through December 31, 2023; a multi-year agreement with the County will be presented to Council during this time.
- Increases the total proposed compensation by \$12,360 for FY23 and provides \$191,800 for the first six months of FY24 based on the estimated number of meals to be served.

The Amendment also slightly increases the City's match, which is covered through staff costs and supplies. The City of National City Senior Nutrition Program is open Monday – Friday and serves an average of 200 congregate meals daily at the George H. Waters Nutrition Center. Nutrition Center staff also deliver approximately 80 home-delivered meals daily while conducting wellness checks on local seniors. Food is prepared on-site by professional staff. The suggested contribution for seniors 60+ is \$3.50 per meal with those under 60 charged \$6.00 per meal. No senior is ever turned away because they cannot pay. The Senior Nutrition Center is a vital service to the senior community as a source of adequate nutrition, wellness, and socialization.

**FINANCIAL STATEMENT:**

Approval of this item would result in an additional revenue of \$12,360 in the current fiscal year (FY23) and \$191,800 for the first six months of FY 24, which has already been incorporated in the FY24 proposed budget. Approval of this item also increases the City's match by \$1,266.54 for FY23 and sets the City's match for the first six months of FY24 at \$19,220.30; however, due to other funding sources, the match is being met with no adjustments to the budget being necessary.

**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 – County of San Diego Contract 561763

Exhibit B – County of San Diego Contract 561763 – Amendment 10

Exhibit C – Resolution

**COUNTY CONTRACT NUMBER 561763**  
**AGREEMENT WITH THE CITY OF NATIONAL CITY FOR SENIOR NUTRITION PROGRAM**

This agreement ("Agreement") is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California ("County") and The City of National City, 1415 D Avenue, National City, CA 91950 ("Contractor"), with reference to the following facts:

**RECITALS**

- A. The County, by action of the Board of Supervisors on October 10<sup>th</sup>, 2017 Minute Order No. 05 authorized the Director of Purchasing and Contracting, to award a contract for Senior Nutrition Services.
- B. Contractor is specially trained and possesses certain skills, experience, education and competency to perform these services.
- C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to Section 703.10 of the County Charter.
- D. The Agreement shall consist of this document, Exhibit A and A-1 Statement of Work, Exhibit B Insurance Requirements, Exhibit B-1 Vehicle Usage Agreement and Exhibit C, Pricing Schedule. In the event that any provision of the Agreement or its Exhibits, A, A-1, B, B-1 or C, conflicts with any other term or condition, precedence shall be: First (1st) the Agreement; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; fifth (5<sup>th</sup>) Exhibit A-1, and sixth (6<sup>th</sup>) Exhibit B-1.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1**  
**PERFORMANCE OF WORK**

- 1.1 **Standard of Performance.** Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 **Contractor's Representative.** The person identified on the signature page ("Contractor's Representative") shall ensure that Contractor's duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor's Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor's Representative pursuant to this Agreement are unique: accordingly, Contractor's Representative shall not be changed during the Term of the Agreement without County's written consent. County reserves the right to terminate this Agreement pursuant to Clause 7.1 "Termination for Default", if Contractor's Representative should leave Contractor's employ, or if, in County's judgment, the work hereunder is not being performed by Contractor's Representative.
- 1.3 **Contractor as Independent Contractor.** Contractor is, for all purposes of this Agreement, an independent contractor, and neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work, which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. County hereby delegates to Contractor any and all responsibility for the safety of Contractor's employees, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.
- 1.4 **Contractor's Agents and Employees or Subcontractors.** Contractor shall obtain, at Contractor's expense, all agents, employees and subcontractors required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor's Representative, or under Contractor's Representatives' supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee or subcontractor shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's agents, employees or subcontractors; to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

Any subcontract or consultant agreement that is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of the contract, whichever is less, or a combination of subcontracts or consultant agreements to the same individual or firm for the agreement period, or any subcontract or consultant agreement for professional medical or mental health services, regardless of value, must have prior concurrence of the Contracting Officer's Representative ("COR"). Contractor shall provide Contracting Officer Representative with copies of all other subcontracts relating to this Agreement entered into by Contractor within 30 days after the effective date of the subcontract. Such subcontractors of Contractor shall be notified

**COUNTY CONTRACT NUMBER 561763**  
**AGREEMENT WITH THE CITY OF NATIONAL CITY FOR SENIOR NUTRITION PROGRAM**

of Contractor's relationship to County. "Subcontractor" means any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

- 1.4.1 Contractor Responsibility. In the event any subcontractor is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and insuring the availability and retention of records of subcontractors in accordance with this Agreement.
- 1.4.2 Mandated Clause. All subcontracts shall include the Standard Terms and Conditions required of Contractor Articles 3, 7, 8, 9, 10, 11, 12, 13, 14 and 16 herein.
- 1.4.3 County Approval. As identified above, all subcontracts under this Agreement shall have prior written approval of the Contracting Officer Representative.
- 1.5 Off Shore Prohibition. Except where Contractor obtains the County's prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this Section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.

**ARTICLE 2**  
**SCOPE OF WORK**

- 2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.2 Right to Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.
- 2.3 Responsibility for Equipment. For cost reimbursement agreements, County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.
- 2.3.1 Contractor shall repair or replace, at Contractor's expense, all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.
- 2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to Contractor by County, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of Contracting Officer Representative. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition of the property. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of the Agreement (e.g. has not been depreciated so that its value is zero), and to which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow the contractor to retain the non-expendable property provided that the contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

**ARTICLE 3**  
**DISENTANGLEMENT**

3.1 General Obligations.

At County's discretion, Contractor shall accomplish a complete transition of the services as set forth in Exhibit A and A-1 to this Agreement (for purposes of this Article 3.1, these shall be referred to as the "Disentangled Services") being terminated from Contractor and the Subcontractors to County, or to any replacement provider designated by County, without any

**COUNTY CONTRACT NUMBER 561763**  
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interruption of or adverse impact on the Disentangled Services or any other services provided by third parties. This process shall be referred to as the Disentanglement. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including, but not limited to providing to County or any new service provider all requested information or documentation, required to assist County in effecting a complete Disentanglement. Contractor shall provide all information or documentation regarding the Disentangled Services or as otherwise needed for Disentanglement, including, but not limited to, data conversion, client files, interface specifications, training staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee of the Disentangled Services. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: 1) The Disentanglement is satisfactory to County, including the performance by Contractor of all asset-transfers and other obligations of Contractor provided in this Paragraph, has been completed to the County's reasonable satisfaction or 2) twelve (12) months after the Expiration Date of the Agreement.

**3.2 Disentanglement Process.**

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies Contractor that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Article 7; (ii) the date designated by County not earlier than sixty (60) days prior to the end of any initial or extended term that County has not elected to extend pursuant to the Agreement's, Signature Page, Agreement Term; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to the Agreement, Article 7. Subject to Exhibit A and A-1 Contractor's obligation to perform Disentangled Services, and County's obligation to pay for Disentangled Services, shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Article 7; (B) at the end of the initial or extended term set forth in this Agreement's, Signature Page, Agreement Term; or (C) on the Termination Date, pursuant to this Agreement, Article 7 (with the applicable date on which Contractor's obligation to perform the Services expires being referred to herein as the "Expiration Date"). Contractor and County shall discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and for the transfer of the Disentangled Services in process provided, however, that Contractor's obligation under this Agreement to provide all Disentangled Services shall not be lessened in any respect.

**3.3 Specific Obligations.**

The Disentanglement shall include the performance of the following specific obligations:

**3.3.1 No Interruption or Adverse Impact**

Contractor shall cooperate with County and all of the County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Disentangled Services or other work required under the Agreement, no adverse impact on the provision of Disentangled Services or other work required under the Agreement or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

**3.3.2 Third-Party Authorizations**

Without limiting the obligations of Contractor pursuant to any other clause in Exhibit A and A-1 herein, Contractor shall, subject to the terms of any third-party agreements, procure at no charge to County any third-party authorizations necessary to grant County the use and benefit of any third-party agreements between Contractor and third-party contractors used to provide the Disentangled Services, pending their assignment to County. Similarly, at County's direction, Contractor shall obtain all legally necessary client consents or authorizations legally necessary to transfer client data to County or any new service provider.

**3.3.3 Reserved**

**3.3.4 Return, Transfer and Removal of Assets.**

**3.3.4.1** Contractor shall return to County all County assets in Contractor's possession, pursuant to Paragraph 2.4 of the Agreement.

**3.3.4.2** County shall be entitled to purchase at net book value those Contractor assets used for the provision of Disentangled Services to or for County, other than those assets expressly identified by the Parties as not being subject to this provision. Contractor shall promptly remove from County's premises, or the site of

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the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

**3.3.5 Transfer of Leases, Licenses, and Agreements.**

Contractor, at its expense, shall convey or assign to County or its designee such fully-paid leases, licenses, and other agreements used by Contractor, County, or any other Person in connection with the Disentangled Services, as County may select, when such leases, licenses, and other agreements have no other use by Contractor. Contractor's obligation described herein, shall include Contractor's performance of all obligations under such leases, licenses, and other agreements to be performed by it with respect to periods prior to the date of conveyance or assignment and Contractor shall reimburse County for any losses resulting from any claim that Contractor did not perform any such obligations.

**3.3.6 Delivery of Documentation.**

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, and Contractor shall destroy all copies thereof not turned over to County, all at no charge to County. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding County Data, for archival purposes or warranty support.

**3.4 Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

**3.5 Publication, Reproduction or Use of Materials.** No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

**ARTICLE 4**  
**COMPENSATION**

The Pricing Schedule, and/or budget are in Exhibit C and the compensation is on the Signature page. County will pay Contractor the agreed upon price(s), pursuant to Exhibit C for the work specified in Exhibit A and A-1, Statement of Work. The County is precluded from making payments prior to receipt of services (advance payments). Contractor shall provide and maintain an accounting and financial support system to monitor and control costs to assure the Agreements completion. Invoices are subject to the requirements below.

**4.1 Fiscal for Provisional Rate, or Fixed Price Contracts with Cost Reimbursement Elements (Rev. 7/1/17)**

**4.1.1 General Principles.** Contractor shall, comply with generally accepted accounting principles and good business practices, including all applicable cost principles published by the Federal Office of Management and Budget (OMB), including 2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS "The Uniform Guidance", which can be viewed at [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl). Contractor shall comply with all federal, State and other funding source requirements. Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as herein otherwise specified in the budget or elsewhere to be furnished by County. Contractor shall submit annually to the County a cost allocation plan in accordance with The Uniform Guidance.

If the pricing schedule and budget are segregated, the Pricing Schedule is in Exhibit C-1 and the budget for cost reimbursement elements is in Exhibit C-2. Invoices are subject to the requirements of Paragraph 4.2 below.

**4.1.2 Agreement Budget for Cost Reimbursement Elements.** In no event shall the Agreement budget total be increased or decreased prior to County approved Agreement amendment. Some budget line item adjustments require County review and approval. Adjustments requiring County review and approval are listed in Exhibit C-2 "Contractor's Budget."

**4.1.3 Administrative Adjustment.** The COR may make administrative Agreement adjustments to change or modify the budget as long as the total Agreement amount or Agreement term is not modified.

**4.1.4 Agreement Amendment.** An Agreement amendment signed by the Contracting Officer is required to modify the total Agreement amount or Agreement term.

**4.1.5 Maximum Price.** During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.

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**AGREEMENT WITH THE CITY OF NATIONAL CITY FOR SENIOR NUTRITION PROGRAM**

**4.2 Invoices and Payment**

- 4.2.1 **Invoices.** County agrees to pay Contractor in arrears only after receipt and approval of properly completed monthly invoices by the Contracting Officer's Representative ("COR") for the work performed in the prior month. Invoices shall be detailed and itemized referencing the Agreement number and a detailed listing of each pay point target, accomplishment, unit price and/or percentages, and showing the appropriate calculation for each, or cost of each line item in the budget, and a progress report documenting the status and accomplishments of Contractor during the billing period pursuant to Exhibit C, documenting the total invoiced amount by Contractor. Contractor's monthly invoices shall include a statement certifying whether it is in compliance with Paragraph 8.16 of this Agreement
- 4.2.2 **Provisional Rates / Cost Reimbursement Elements.** For provisional rates, or cost reimbursement elements, Contractor shall maintain records of its actual costs, as required herein, for those services paid under a provisional rate or as cost reimbursement. Contractor's last payment each fiscal year shall be withheld until after County and Contractor reconcile Contractor's actual costs with the amount paid from the provisional rates, if any. If County has paid Contractor more than their actual costs, Contractor shall refund County the excess amount paid in accordance with Paragraph 4.2.3. If Contractor's actual costs are more than the amount paid by County, County will pay Contractor the difference, up to, but not to exceed the annual contract amount identified in the Signature Page, in accordance with Paragraph 4.2.3 County's obligation to pay is also subject to the other requirements of this Agreement.
- 4.2.3 **Payments.** Payment for the services performed under this Agreement shall be in accordance with Exhibit C, unless other payment methodologies are negotiated and agreed to by both Contractor and County. Contractor shall maintain supporting documentation of expenses as specified in Articles 11 and 13 for provisional rates or cost reimbursement elements. Payments will be made in arrears after receipt of properly completed invoice approved by the COR. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.

For Provisional Rates, County will reimburse the good faith estimate of the actual allowable, allocable and reasonable costs incurred associated with the work performed during the month of service. Contractor shall maintain supporting documentation of expenses as specified in Articles 11 and 13.

- 4.2.3.1 This monthly invoice shall reflect a good faith estimate of the actual allowable, allocable and reasonable costs incurred associated with the work performed during the month of service. This good faith estimate shall be based on the budgeted net unit cost for each service category, hereafter known as provisional rates, multiplied by the units provided.
- 4.2.3.2 **Reconciliation of Good Faith Estimates to Actual Allowable Expenses.** Contractor shall submit a cost report to complete a reconciliation of the actual allowable, allocable and reasonable expenses incurred associated with the work performed under this agreement twice annually at a minimum; the COR may require them more frequently. Cost reports submitted by Contractor shall include the actual allowable cumulative year to date expenses by service category for the period. Upon receipt of each cost report, County will reconcile year to date payments with year to date actual allowable, allocable and reasonable expenses and adjust the next monthly invoice for under payments or overpayments in excess of \$100. Cost reports shall also include total amounts over paid by the County to Contractor or under paid by the County to the Contractor for each month of service. At the end of each fiscal year, Contractor shall complete an annual reconciliation of the actual allowable expenses incurred associated with the work performed under this agreement for that fiscal year. Overpayments and underpayments will be adjusted during the fiscal year and at the end of the fiscal year as instructed by the COR.
- 4.2.3.3 **Final Fiscal Year End Settlements.** Contractor shall submit the final cost report reflecting the actual costs for reimbursement for services performed during the County fiscal year by the final fiscal year settlement date, which will be established by each program. This settlement date shall be no more than 60 calendar days from the end of the County fiscal year. Upon receipt of the fiscal year end cost report, County will reconcile year to date payments with fiscal year end actual allowable, allocable and reasonable expenses. County will reimburse Contractor for underpayments and will recoup overpayments from Contractor. County may, in its sole discretion, choose to not process invoices for reimbursement for services performed during that fiscal year after this date. The County fiscal year shall be defined as July 1, through June 30, unless otherwise defined in this Agreement. ||
- 4.2.3.4 **Final Agreement Settlement Date.** Contractor shall submit the final invoice for reimbursement for services performed during the final fiscal year of the contract by the final contract settlement date, which shall be no more than 60 calendar days from the final date of the contract services. County may, in its sole discretion, choose to not process invoices for reimbursement for services performed during the final fiscal year of the contract after the final Agreement settlement date.

**COUNTY CONTRACT NUMBER 561763**  
**AGREEMENT WITH THE CITY OF NATIONAL CITY FOR SENIOR NUTRITION PROGRAM**

4.2.4 Full Compensation. Pending any adjustments by the COR and except as otherwise provided for in the cost reports submitted by Contractor to County if Provisional Rates are utilized, each invoice approved and paid shall constitute full and complete compensation to Contractor for all work completed during the billing period pursuant to Exhibit A and A-1 and Exhibit C. This Agreement constitutes the entire Agreement between Contractor and County. Contractor shall be entitled only to payment and, if Provisional Rates or Reimbursable elements are included in this Agreement, reimbursement for allowable, allocable and reasonable costs, associated with services pursuant to Exhibit A and A-1.

4.2.5 Prompt Payment for Vendors and Subcontractors

4.2.5.1 Prompt payment for vendors and subcontractors.

4.1.5.1.1. Unless otherwise set forth in this paragraph, Contractor shall promptly pay its vendors and subcontractor(s) for satisfactory performance under its subcontract(s) to this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County and shall be paid out of such amounts as are paid to Contractor under this Agreement.

4.1.5.1.1.1. Contractor shall include a payment clause conforming to the standards set forth in Paragraph 4.1.5.1.1 of this Agreement in each of its subcontracts, and shall require each of its subcontractors to include such a clause in their subcontracts with each lower-tier subcontractor or supplier.

4.2.5.2 If Contractor, after submitting a claim for payment to County but before making a payment to a vendor or subcontractor for the goods or performance covered by the claim, discovers that all or a portion of the payment otherwise due such vendor or subcontractor is subject to withholding from the vendor or subcontractor in accordance with the vendor or subcontract agreement, then the Contractor shall:

4.1.5.1.1.1. Furnish to the vendor or subcontractor and the COR within three (3) business days of withholding funds from its vendor or subcontractor a notice stating the amount to be withheld, the specific causes for the withholding under the terms of the subcontract or vendor agreement; and the remedial actions to be taken by the vendor or subcontractor in order to receive payment of the amounts withheld.

4.1.5.1.1.1. Contractor shall reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph 4.1.5.1.1 of this Agreement and Contractor may not claim from the County this amount until its subcontractor has cured the cause of Contractor withholding funds;

4.1.5.1.1.1. Upon the vendor's or subcontractor's cure of the cause of withholding funds, Contractor shall pay the vendor or subcontractor as soon as practicable, and in no circumstances later than ten (10) days after the Contractor claims and receives such funds from County.

4.2.5.3 Contractor shall not claim from County all of or that portion of a payment otherwise due to a vendor or subcontractor that Contractor is withholding from the vendor or subcontractor in accordance with the subcontract agreement where Contractor withholds the money before submitting a claim to County. Contractor shall provide its vendor or subcontractor and the COR with the notice set forth in Paragraph 4.2.5.24.1.5.1.13 of this Agreement and shall follow Paragraph 4.2.5.24.1.5.1.13 of this Agreement when vendor or subcontractor cures the cause of Contractor withholding its vendors or subcontractor's funds.

4.2.5.4 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and request instructions for disposition of the overpayment.

4.2.6 Availability of Funding. The County's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for such performance.

County shall, in its sole discretion, have the right to terminate or suspend this Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to Contractor in the event that Federal, State or County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, County and Contractor shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no Agreement is reached between County and Contractor within 10 days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination.

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In the event of termination of this Agreement in accordance with the terms of this Section, Contractor shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which County may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall Contractor be entitled to any loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.

- 4.2.7 Conditions Prerequisite To Payments. County may elect not to make a particular payment if any of the following exists:
- 4.2.7.1 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.
  - 4.2.7.2 Unauthorized Actions by Contractor. Contractor took any action pertaining to this Agreement, which required County approval, without having first received said County approval.
  - 4.2.7.3 Default. Contractor was in default under any terms and conditions of this Agreement.
  - 4.2.7.4 Fees for Service. Contractor implemented a schedule of fees to be charged to clients or third party client representatives without prior County approval, unless authorized elsewhere in this Agreement.
- 4.2.8 Withholding Of Payment. County may withhold reimbursement until reports, data, audits, or other information required for Agreement administration or to meet County, State, Federal or other funding source reporting or auditing requirements are received and approved by COR or designee. County may also withhold payment if, in County's opinion, Contractor is in noncompliance with this Agreement.
- 4.2.9 Interpretation of Claim Provisions. As used in this Article 4, the term "claim" refers to a claim filed pursuant to San Diego County Code of Administrative Ordinances Article V-A, "Processing and Certification of Routine Claims." The term "claim" as used in this Article 4 does not refer to a claim filed pursuant to San Diego County Code of Administrative Ordinances, Article X, "Claims against the County."
- 4.2.10 Severability Limits. Severability pertains only to those Agreements that originate in one fiscal year and end in another fiscal year. This Agreement is severable for and limited to the amounts in the attached budget. In no event shall Contractor exceed the Severability Limits.
- 4.2.11 Disallowance. In the event Contractor receives payment from County for a service, reimbursement for which is later disallowed by County or the State, the Federal government, or any other funding source, Contractor shall promptly refund the disallowed amount to County on request, or County may offset the amount disallowed from any payment due to or to become due to Contractor under this Agreement or any other Agreement. Similarly, a disallowance under a prior Agreement may be offset against this Agreement.
- 4.2.12 Partial Payment. If Contractor fails to perform specified services, provide specified products or perform services or provide products timely and in accordance with specified requirements, Contractor shall be paid only the reasonable cost for the services performed or products provided for the payment period as determined by the COR.
- 4.2.13 Project Generated Revenue. Project Generated Revenue realized by Contractor in excess of the Agreement budget shall be utilized in support of the Project.
- 4.2.13.1 Project Generated Revenue and Expenditures shall be reported at the end of the Agreement period.
  - 4.2.13.2 With COR approval, Contractor may expend a remaining balance of project generated revenue in the term of a subsequent County Agreement in support of this Project.
- 4.2.14 Rate of Expense. Contractor shall control its rate of expense in relation to units of service and anticipated revenues.
- 4.2.15 Contractor shall inform the COR when it is anticipated that the need for services will exceed the approved service units and budget; however, Contractor's claim/invoice shall not exceed the approved budget.
- 4.2.16 Any records of revenues, expenditures and/or clinical records under this Agreement shall be subject to compliance with Federal, State or local laws or regulations and may be audited and/or reviewed by the County and/or the appropriate Federal, State or County agency. In the event of an audit disallowance of any claimed cost which is subject to compliance with Federal, State or local law or regulations, Contractor shall be liable for any costs or lost revenue resulting therefrom.



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**ARTICLE 5**  
**AGREEMENT ADMINISTRATION**

- 5.1 County's Agreement Administrator. The Director of Purchasing and Contracting is designated as the Contracting officer ("Contracting Officer") and is the only County official authorized to make any Changes to this Agreement. The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR")
- 5.1.1 County's COR will chair Contractor progress meetings and will coordinate County's Agreement administrative functions. The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of this Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total price.
- 5.1.2 Notwithstanding any provision of this Agreement to the contrary, County's COR may make Administrative Adjustments ("AA") to the Agreement, such as line item budget changes or adjustments to the service requirements that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term or the total Agreement price. Each AA shall be in writing and signed by COR and Contractor. All inquiries about such AA will be referred directly to the COR.
- 5.2 Agreement Progress Meeting. The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance. At these meetings the COR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

**ARTICLE 6**  
**CHANGES**

- 6.1 Contracting Officer. The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Agreement, in the definition of services to be performed, and the time (i.e.) hours of the day, days of the week, etc. and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by such an order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Such changes may require Board of Supervisors approval.
- 6.2 Claims. Contractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt by the Contractor of the notification of Change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Agreement entitled "Disputes" (Article 15). However, nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

**ARTICLE 7**  
**SUSPENSION, DELAY AND TERMINATION**

- 7.1 Termination for Default. Upon Contractor's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and

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County may withhold any reimbursement to Contractor for the purpose of off-setting until such time as the exact amount of damages due County from Contractor is determined.

If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

- 7.2 Damages for Delay. If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete said work within such time, County will be entitled to the resulting damages caused by the delay. Damages will be the cost to County incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by County.
- 7.3 County Exemption from Liability. In the event there is a reduction of funds made available by County to Contractor under this or subsequent agreements, the County of San Diego and its Departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.
- 7.4 Full Cost Recovery Of Investigation And Audit Costs. Contractor shall reimburse County of San Diego for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement.

At the sole discretion of the County, and subject to funding source restrictions and federal and State law, County may (1) withhold reimbursement for such costs from any amounts due to Contractor pursuant to the payment terms of the Agreement, (2) withhold reimbursement for such costs from any other amounts due to Contractor from County, and/or (3) require Contractor to remit a check for the total amount due (or a lesser amount specified by the County) to County within thirty (30) days of request by County. Alternatively, at the County's sole discretion, County and Contractor may enter into a written repayment plan for the reimbursement of the audit/investigation costs.

- 7.5 Termination for Convenience. The County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Agreement until such termination:
- 7.5.1 The unit or pro rata price for any delivered and accepted portion of the work.
- 7.5.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 7.5.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 7.5.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
- 7.5.4.1 Fraud, waste or abuse of Agreement funds, or
- 7.5.4.2 Improperly submitted claims, or
- 7.5.4.3 Any failure to perform the work in accordance with the Statement of Work, or
- 7.5.4.4 Any breach of any term or condition of the Agreement, or
- 7.5.4.5 Any actions under any warranty, express or implied, or
- 7.5.4.6 Any claim of professional negligence, or
- 7.5.4.7 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.
- 7.6 Suspension of Work. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate for the convenience of the Government. County reserves the right to prohibit, without prior notice, contractor or contractor's employees, directors, officers, agents, subcontractors, vendors, consultants or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms, physical files, 2) treating County's patients, clients, or facility residents, or 3) providing any other services under this Agreement.

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- 7.7 Remedies Not Exclusive. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.

**ARTICLE 8**  
**COMPLIANCE WITH LAWS AND REGULATIONS**

- 8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.
- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet web-site ([www.co.san-diego.ca.us](http://www.co.san-diego.ca.us)).
- 8.5 Non Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 200-d), Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), Section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-d), the Age Discrimination of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code, Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.
- 8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, Section 32.803, of the San Diego County Code of Regulatory Ordinances.
- 8.7 American with Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.
- 8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.

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- 8.9.1 Byrd Anti-Lobbying Amendment. Contractor shall file Standard Form-LLL, "Disclosure Form to Report Lobbying," to certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by Contractor or Contractor's Subcontractors. In accordance with 31 U.S.C. 1352, Contractor shall also file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. Contractor shall include this provision in all subcontracts and require each of its subcontractors to comply with the certification and disclosure requirements of this provision.
- 8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25, available on the County of San Diego website. This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement.
- 8.11.1 As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
- 8.11.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.11.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- 8.11.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.11.2 Contractor shall inform all employees who are performing service for the County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 8.11.3 The County may terminate for default or breach this Agreement, and any other agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.
- 8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors, available on the County of San Diego website:
- 8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
- 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements; and
- 8.12.3 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by independent contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement; and
- 8.12.4 Interlocking Directorate. In recognition of Board Policy A-79, available on the County of San Diego Website, not-for-profit Contractors shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the Board of Supervisors; and
- 8.12.5 Zero Tolerance in Coaching Medi-Cal or Welfare Clients (Including Undocumented Immigrants). The County of San Diego in recognition of its unique geographical location and the utilization of the Welfare and Medi-Cal systems by foreign nationals who are not legal residents of this county or country, has adopted a Zero Tolerance policy and shall aggressively prosecute employees and Contractors who coach Medi-Cal or Welfare clients (including undocumented immigrants), to obtain services for which they are not otherwise entitled.

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As a material condition of this Agreement, Contractor agrees that the Contractor and Contractor's employees, while performing service for the County, on County property or while using County equipment shall not:

- (a) in any way coach, instruct, advise, or guide any Medi-Cal or Welfare clients or prospective clients who are undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.
- (b) support or provide funds to any organization engaged directly or indirectly in advising undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.

Contractor shall inform all employees that are performing service for the County on County property or using County equipment of County's Zero Tolerance Policy as referenced herein.

County may terminate for default or breach this Agreement and any other agreement Contractor has with County, if Contractor or Contractor employees are determined not to be in compliance with the conditions stated herein.

- 8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 2) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.
- 8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.
- 8.15 Clean Air Act and Federal Water Pollution Control Act.
- 8.15.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- 8.15.2 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq.). Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- 8.16 Debarment, Exclusion, Suspension, and Ineligibility.
- 8.16.1 Contractor certifies that, except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:
- 8.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency; and
  - 8.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery,

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bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;

8.16.1.3 Are not presently indicted or otherwise criminally, civilly or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

8.16.1.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (federal, State, or local) terminated for cause or default.

8.16.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this Section 8.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.

8.16.3 Contractor invoices shall include the following language:

I certify that the above deliverables and/or services were delivered and/or performed specifically for this Agreement in accordance with the terms and conditions set forth herein.

I further certify, under penalty of perjury under the laws of the State of California, that no employee or entity providing services under the terms and conditions of this Agreement is currently listed as debarred, excluded, suspended, or ineligible on the Federal System for Award Management (SAM: <http://SAM.gov>), the Federal Health and Human Services Office of Inspector General List of Excluded Individuals/Entities (LEIE: <http://exclusions.oig.hhs.gov>), or the State of California Medi-Cal Suspended and Ineligible list ([www.medical.ca.gov](http://www.medical.ca.gov)).

8.17 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Contractor shall:

8.17.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;

8.17.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: <http://www.sandiegocounty.gov/content/sdc/cao/oec.html>. Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;

8.17.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster;

8.17.4 In the event Contractor subcontracts any of the work performed under this Agreement, Contractor include this clause in the subcontract(s) and shall take appropriate steps to ensure compliance by the subcontractor(s).

8.18 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729-3730) and State False Claims Act (California Government Code 12650-12653) to all employees, directors, officers, agents, subcontractors, consultants or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain these forms, or an electronic version, in accordance with the Agreement requirement for retention of records. For the purposes of this section, "Subcontractor" shall include any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

8.19 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code of Ethics. Contractor shall retain these certifications in accordance with the Agreement's provision regarding retention of records. Contractor shall pass this requirement down to its subcontractors in its entirety. For purposes of this section, "Subcontractor" shall mean any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

8.20 Compliance Program. Contractors with an agreement that exceeds more than \$250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608 (b)(1) – (b) (7) regardless of funding source or services.

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8.21 Investigations. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by County relative to this Agreement. Upon County's request, Contractor shall promptly provide to County any and all documents, including any and all communications or information stored digitally, and make available for interviews any employee(s) of Contractor identified by County. Contractor further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant or volunteer of Contractor comes under investigation by any federal, State or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement.

Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations and corrective action plans pertaining to the investigation in its possession as requested by the County, unless otherwise protected by applicable law or privilege.

8.22 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. Contractor shall, in accordance with 2 CFR 200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firm by:

- 8.22.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 8.22.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 8.22.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 8.22.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 8.22.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

8.23 Procurement of Recovered Materials. Contractor shall comply with 2 CFR part 200.322. Contractor shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. Contractor certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements. For contracts over \$100,000 in total value, Contractor shall estimate the percentage of total material utilized for the performance of the Agreement that is recovered materials and shall provide such estimate to County upon request.

8.24 Contract Work Hours and Safety Standards. If mechanics or laborers are to be employed under this Agreement, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor shall not require any laborer or mechanic to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

**ARTICLE 9**  
**CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT**

9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.

9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In

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addition, Contractor acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.

**9.2 Conduct of Contractor.**

- 9.2.1 Contractor shall inform the County of all Contractor's interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.
- 9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information, which is acquired in connection with his employment. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.
- 9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly, any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.
- 9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.

**9.3 Prohibited Agreements.** As required by Section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:

- 9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;
- 9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
- 9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- 9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

**9.4 Limitation of Future Agreements or Grants.** It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this clause, Contractor shall be free to compete for business on an equal basis with other companies.

- 9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.
- 9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

**ARTICLE 10**  
**INDEMNITY AND INSURANCE**

- 10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation,



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however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

- 10.2 Insurance. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

**ARTICLE 11**  
**AUDIT AND INSPECTION OF RECORDS**

The County shall have the audit and inspection rights described in this section.

- 11.1 Audit and Inspection. Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized federal, State or County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants. Contractor assertions of confidentiality shall not be a bar to full access to the records.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the Institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. ~~When the services to be performed are of such nature that the difference cannot be corrected,~~ County shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Contractor any cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

- 11.2 External Audits. Contractors will provide the following to the COR:

- 11.2.1 Contractor shall provide COR a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement no later than three (3) business days of Contractor receiving notice of the audit.
- 11.2.2 Contractor shall provide COR with a copy of the draft and final State or federal audit reports within twenty four (24) hours of receiving them (Health and Human Services Agency (HHS) Contractors shall also provide electronic copies to Agency Contract Support (ACS) at ACS.HHSA@sdcounty.ca.gov).
- 11.2.3 Contractor shall provide COR a copy of the contractor's response to the draft and final State or federal audit reports at the same time as response provided to the State or federal representatives.
- 11.2.4 Unless prohibited by the government agency conducting the audit, Contractor shall provide COR a copy of all responses made by the federal or State audit representative to the contractors' audit response no later than three (3) business days of receiving it. This will continue until the federal or State auditors have accepted and closed the audit.

- 11.3 Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

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- 11.4 Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.4.1 and 11.4.2, below:
- 11.4.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
- 11.4.2 Record that relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.
- 11.5 Subcontract. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer.

**ARTICLE 12**  
**INSPECTION OF SERVICE**

- 12.1 Subject to Inspection. All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Agreement. Contractor shall cooperate with any inspector assigned by the County to permit the inspector to determine whether Contractor's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Contractor's performance.
- 12.2 Specification and Requirements. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, County may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor's cannot correct its performance, the County shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, the County shall have the right to either (1) without terminating this Agreement, have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold from payments due to Contractor, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

**ARTICLE 13**  
**USE OF DOCUMENTS AND REPORTS**

- 13.1 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
- 13.2 Ownership, Publication, Reproduction and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 Confidentiality. Contractor agrees to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this Section 13.3, Contractor agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure.
- 13.4 Public Records Act. The California Public Records Act ("CPRA") requires County to disclose "public records" in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies

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Contractor of the request, Contractor may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County's notice. Contractor's request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor's request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County's decision whether to withhold and/or redact pursuant to Contractor's written request. Contractor further agrees that its defense and indemnification obligations set forth in Section 10.1 of this Agreement extend to any Claim (as defined in Section 10.1) against the County Parties (as defined in Section 10.1) arising out of County's withholding and/or redacting of records pursuant to Contractor's request. Nothing in this section shall preclude Contractor from bringing a "reverse CPRA action" to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.

- 13.5 Maintenance of Records. Contractor shall maintain all records relating to its performance under this Agreement, including all records of costs charged to this Agreement, and shall make them available within San Diego County for a minimum of five (5) years from the ending date of this Agreement, or longer where required by funding source or while under dispute under the terms of this Agreement, unless County agrees in writing to an earlier disposition. Contractor shall provide any requested records to County within two (2) business days of request.
- 13.6 Custody of Records. County, at its option, may take custody of Contractor's client records upon Agreement, termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law. Said records shall be kept by County in an accessible location within San Diego County and shall be available to Contractor for examination and inspection.
- 13.7 Audit Requirement.
- (a) Contractor shall annually engage a Licensed Certified Public Accountant licensed to perform audits and attests in the State of California to conduct an annual audit of its operations. Contractors that expend \$750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XI). Contractors that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of \$750,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Contractor, that the audit firm shall, pursuant to 31 U.S.C. 7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor's working papers that were part of the independent auditor's audit of Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.
- (b) Contractor shall immediately notify County upon learning that Contractor's independent Certified Public Accountant may or will issue a disclaimer of opinion due to substantial doubt of Contractor's ability to continue as a going concern.
- 13.8 Reports. Contractor shall submit reports required in Exhibit A and A-1 and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.
- 13.9 Evaluation Studies. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.

**ARTICLE 14**  
**INFORMATION PRIVACY AND SECURITY PROVISIONS**

- 14.1 Recitals. This Article is intended to protect the privacy and security of County information that Contractor may create, receive, access, store, transmit, and/or destroy under this Agreement. In addition to the below Responsibilities, contractor shall be in compliance with the following rules, regulations, and agreements, *as applicable*:

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- 14.1.1 Health Insurance Portability and Accountability Act, specifically, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42USC section 17921 et seq., and 45CFR Parts 160 and 164, collectively referred to as "HIPAA;"
- 14.1.2 County agreements with the State of California, collectively referred to as "State Agreements" and posted on the County's website at: [www.cosdcompliance.org](http://www.cosdcompliance.org), including:
- 14.1.2.1 The Medi-Cal Privacy and Security Agreement Between the California Department of Health Care Services (DHCS) and the County;
  - 14.1.2.2 The Medi-Cal Behavioral Health Services Performance Agreement between DHCS and the County;
  - 14.1.2.3 The San Diego County Alcohol and Drug Program Administrator Agreement between DHCS and the County
  - 14.1.2.4 The Refugee Health Agreement between the California Department of Public Health (CDPH) and the County;
  - 14.1.2.5 The HIV/AIDS Case Reporting System Data Use Agreement between CDPH and the County;
  - 14.1.2.6 The Childhood Lead Poisoning Prevention Program between CDPH and the County;
  - 14.1.2.7 The Standard Agreement between the County and the California Department of Aging; and
  - 14.1.2.8 The Agreement for Whole Person Care Pilot Program for San Diego County with DHCS.
- 14.1.3 Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2.
- 14.2 Definitions. Terms used, but not otherwise defined, in this Article shall have the same meaning as defined by HIPAA.
- 14.2.1 "Breach" of Protected Health Information (PHI) shall have the same meaning given to the term "breach" under HIPAA and "breach" of Personal Information (PI)/Personally Identifiable Information (PII) shall have the same meaning as given to it under the State Agreements.
  - 14.2.2 "Business Associate," when applicable, shall mean the Contractor.
  - 14.2.3 "County PHI" shall have the same meaning as PHI under HIPAA, specific to PHI under this Agreement.
  - 14.2.4 "County PI/PII" shall have the same meaning as PI/PII under the State Agreements, specific to PI/PII under this Agreement.
  - 14.2.5 "Covered Entity," when applicable, shall mean the County.
  - 14.2.6 "Security incident" shall have the same meaning as defined by the State Agreements.
- 14.3 Responsibilities of Contractor.
- 14.3.1 Use and Disclosure of County PHI/PI/PII. Contractor shall use the minimum County PHI/PI/PII required to accomplish the requirements of this Agreement or as required by Law. Contractor may not use or disclose County PHI/PI/PII in a manner that would violate HIPAA or the State Agreements if done by the County.
  - 14.3.2 Safeguards. Contractor shall develop and maintain a HIPAA-compliant information privacy and security program to prevent use or disclosure of County PHI/PI/PII, other than as required by this Agreement.
  - 14.3.3 Mitigation. Contractor shall mitigate, to the extent practicable, any harmful effects caused by violation of the requirements of this Article, as directed by the County.
  - 14.3.4 Subcontractors. Contractor shall ensure that any agent, including a subcontractor, to whom it provides County PHI/PI/PII, imposes the same conditions on such agents that apply to Contractor under this Article.
  - 14.3.5 Cooperation with County.
    - 14.3.5.1 Contractor shall provide access to County PHI/PI/PII, as well as internal practices and records related to County PHI/PI/PII, at the written request of County within ten (10) calendar days.
    - 14.3.5.2 Contractor will assist County regarding individual's access, copy, amendment, accounting of disclosure, and other such requests for County PHI/PI/PII in the time and manner designated by County.
  - 14.3.6 Breach Reporting. Contractor shall report breaches and suspected security incidents to County, to include:
    - 14.3.6.1 Initial Report.
      - 14.3.6.1.1 Contractor shall email County Contracting Officer's Representative (COR) and HHS Privacy Officer immediately upon the discovery of a suspected security incident that involves data provided to County by the Social Security Administration, as per the State Agreements.

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- 14.3.6.1.2 Contractor shall email COR and HSA Privacy Officer immediately of breaches and suspected privacy incidents involving 500 or more individuals.
- 14.3.6.1.3 Contractor shall additionally submit an online County "Privacy Incident Report" through the online portal at [www.cosdcompliance.org](http://www.cosdcompliance.org) within one (1) business day.
- 14.3.6.2 Investigation Report. Contractor shall immediately investigate such suspected security incident or breach and provide the County a complete report of the investigation within seven (7) working days using County's "Privacy Incident Report" online form.
- 14.3.6.3 Notification. Contractor will comply with County's request to notify individuals and/or media and shall pay any costs of such notifications, as well as any costs associated with the breach. County shall approve the time, manner and content of any such notifications before notifications are made.
- 14.3.7 Designation of Individuals. Contractor shall designate a Privacy Official and a Security Official to oversee its privacy and security requirements herein.
- 14.3.8 Data Security. Contractor shall comply with, as applicable, data privacy and security requirements specified by HIPAA and the State Agreements, which may include, but are not limited to:
  - 14.3.8.1 Workforce members, including employees, interns, volunteers, subcontractors, etc., with access to applicable County PHI/PI/PII shall:
    - 14.3.8.1.1 Complete privacy and security training to include a signed certification within thirty (30) days of hire, and at least annually thereafter; and
    - 14.3.8.1.2 Sign a confidentiality statement, prior to access to such PHI/PI/PII; and
  - 14.3.8.2 Computer warning banners for all systems containing applicable County PHI/PI/PII
  - 14.3.8.3 Comprehensive, annual security risk assessments
  - 14.3.8.4 Policies and internal controls to ensure secure transport and storage of County PHI/PI/PII in cars, airplanes, trains, and buses.
  - 14.3.8.5 Sufficient administrative, physical, and technical controls in place to protect County PHI/PI/PII
- 14.3.9 Termination. Upon termination of the Agreement for any reason, Contractor shall return or destroy all County PHI/PI/PI, except County PHI/PI/PI necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities, as mutually agreed upon by the Parties. If the Parties mutually agree that return or destruction of County PHI/PI/PI is infeasible, Contractor shall extend the protections of this Article to such County PHI/PI/PI for so long as Contractor maintains such County PHI/PI/PI.

**ARTICLE 15**  
**DISPUTES**

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if County disputes the medical necessity of care.

**ARTICLE 16**  
**GENERAL PROVISIONS**

- 16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld. The Contractor shall make no agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the COR, pursuant to Paragraph 1.4.
- 16.2 Contingency. This Agreement shall bind the County only following its approval by the Board of Supervisors or when signed by the Purchasing and Contracting Director.

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- 16.3 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.4 Sections and Exhibits. All sections and exhibits referred to herein are attached hereto and incorporated by reference.
- 16.5 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.6 Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
- 16.7 Headings. The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.8 Modification Waiver. Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.
- 16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.
- 16.11 Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.
- 16.12 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.13 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 Time. Time is of the essence for each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for contracted programs identified in this Agreement. Copies of publicity materials related to contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty four (24) hours in advance of all locally generated press releases and media events regarding contracted services identified in this Agreement. Alcohol and Drug Prevention Services

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Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding contracted services identified in this Agreement.

- 16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident Personal Information (PI), Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug & Alcohol Use" while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. However, if this Agreement includes Article 14, Contractor must adhere to the timelines and processes contained in Article 14.
- 16.20 Responsiveness to Community Concerns. Unless prohibited by applicable State or federal law, Contractor shall notify County within one business day of receipt of any material complaints including but not limited to complaints referring to issues of abuse or quality of care, submitted to Contractor orally or in writing, regarding the operation of Contractor's program or facility under this Agreement. Contractor shall take appropriate steps to acknowledge receipt of said complaint(s) from individuals or organizations. Contractor shall take appropriate steps to utilize appropriate forums to address or resolve any such complaints received. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property or business as approved, permitted or licensed by the applicable authority.
- 16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant or volunteer in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. At a minimum, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website, and are required for any individuals identified above who will be providing services under this Agreement or who will be assigned to sensitive positions funded by this Agreement. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14.

Contractor shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section

- 16.21.1 Contractor shall utilize a subsequent arrest notification service during employee or volunteer' tenure or perform criminal history annually.
- 16.21.2 Contractor shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with paragraph 13.4 "Maintenance of Records."

16.21.3 Definitions

- A. Activities of Daily Living: The basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.
- B. Minor: Individuals under the age of eighteen (18) years old.
- C. Sensitive Position: A job with responsibilities that can be criminally abused at great harm to the Agreement or the clients served. All positions that (1) physically supervise minors or vulnerable adults, (2) have unsupervised physical contact with minors or vulnerable adults, or (3) have fiduciary responsibility to a County client or direct access to, or control over client bank accounts, or serve in a financial capacity to the County client.
- D. Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them.
- E. Volunteer: A person who performs a service willingly and without pay.

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16.22 Health Insurance. Contractors providing direct services to the public shall ask if the client and any minor(s) for whom they are responsible have health insurance coverage. If the response is "no" for client or minor(s) the Contractor shall refer the client to Covered California at <https://www.coveredca.com/> or to 1-800-300-1506.

16.23 Survival. The following sections or articles of this Agreement shall survive the expiration or earlier termination of this Agreement: Sections 8.1, 8.13, 8.14, 8.15, 8.21, 10.1, 11.1, 11.2, and 11.4, and Articles 7 and 13.

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**SIGNATURE PAGE**

**AGREEMENT TERM.** The initial term of this Agreement shall begin the 1<sup>st</sup> day of February 2020 and end on June 30, 2020. ("Initial Term").

**OPTION TO EXTEND.** The County shall have the option to extend the term of this Agreement for 3 increments of 1 year(s) each for a total of 3 years beyond the expiration of the Initial Term, not to exceed June 30, 2023, pursuant to Exhibit C Pricing Schedule or other applicable pricing provisions of this Agreement. Unless County notifies Contractor in writing not less than thirty (30) days prior to the expiration date that the County does not intend to extend the Agreement, the Agreement will be automatically extended for the next option period.

Options to Extend For One To Six Additional Months at End of Agreement. County shall also have the option to extend the term of this Agreement, in one or more increments, for a total of no less than one (1) and no more than six (6) calendar months ("Incremental Options"). The County may exercise each Incremental Option by providing written notice to Contractor no fewer than fifteen (15) calendar days prior to expiration of this Agreement. The rates in effect at the time an Incremental Option is exercised shall apply during the term of the Incremental Option.

**COMPENSATION:** Pursuant to Exhibit C or other applicable pricing provisions of this Agreement, County agrees to pay Contractor a sum not to exceed two hundred thousand five hundred fourteen dollars and sixty two cents (\$200,514.62) for the initial term of this Agreement and a sum not to exceed three hundred thirty thousand nine hundred twenty seven dollars (\$330,927) for each of the 3 one-year option periods, for a maximum Agreement amount of one million one hundred ninety three thousand two hundred ninety five dollars and sixty two cents (\$1,193,295.62), in accordance with the method of payment stipulated in Article 4.

**COR.** The County has designated the following individual as the Contracting Officer's Representative ("COR")


Patricia Rollin, Administrative Analyst III  
5560 Overland Avenue, Ste. 310  
San Diego, CA 92123  
Phone 858-505-6533 and email Patricia.Rollin@sdcounty.ca.gov

**CONTRACTOR'S REPRESENTATIVE.** The Contractor has designated the following individual as the Contractor's Representative.

Ingrid Slettengren, Nutrition Manager  
1415 D Avenue  
National City, CA 91950  
Phone 619-336-6751, FAX 619-477-1136 and email islettengren@nationalcityca.gov


IN WITNESS WHEREOF, County and Contractor have executed this Agreement effective as of the date of the last signature below.

COUNTY OF SAN DIEGO

By:   
JOHN M. PELLEGRINO, Director  
Department of Purchasing and Contracting

Date: 1-31-20  
S. Figueroa

CITY OF NATIONAL CITY

  
By: ALEJANDRA SOVELO-SOLIS, Mayor

Date: 1/29/2020

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**EXHIBIT A – STATEMENT OF WORK**  
**CONGREGATE MEALS IN THE SOUTH REGION**

**1. Scope of Work/Purpose**

Contractor shall provide nutritionally sound meals to individuals sixty (60) years of age and older living throughout San Diego County. The meals shall be provided in a congregate (group) setting at Senior Dining Centers. There is no charge to the senior for these services, but Contractor shall provide the opportunity for the senior to make a contribution at a suggested donation amount. The eligible population for Title III C-1 is defined as individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas.

**2. Background Information**

The Senior Nutrition Program, which began in the County of San Diego in 1975, is funded through Title III of the Older Americans Act, a federal program administered by State and County governments and operated under rules, policies, and regulations of the California Department of Aging (CDA). County of San Diego (County) Health and Human Services Agency (HHSA), Aging & Independence Services (AIS), as the designated Area Agency on Aging, oversees this program. Nutrition services assist older individuals to live independently by promoting better health and reduced isolation through a program of coordinated congregate meals, home-delivered meals, transportation, and supportive services. In fiscal year 2017/2018 various contractors served approximately 7,500 clients with lunches at several sites throughout the County, and many contractors also served approximately 2,300 clients with home delivered meals. Breakfast is also provided at some sites and to some home-delivered meal recipients.

*Live Well San Diego* Vision: The County of San Diego, Health and Human Service Agency (HHSA), supports the *Live Well San Diego* vision of Building Better Health, Living Safely, and Thriving. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHSA partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life.

On December 13, 2016, the San Diego County Board of Supervisors at the recommendation of Chairman Ron Roberts and Supervisor Greg Cox unanimously voted to establish the *Live Well San Diego* Food System Initiative (Initiative), which positions the County of San Diego to take on a greater role in the advancement of a safe, healthy, and robust food system. As part of the Initiative, the County Board of Supervisors also received the Eat Well Practices, a guide for expanding healthy, local and sustainable food and beverage options for the County. The County updated this policy to reflect the San Diego County Board of Supervisors' direction as well as United States Department of Agriculture (USDA) regulations, General Services Administration's Wellness and Sustainability requirements and Center for Disease Control's Smart Food Choices: How to Implement Food Service Guidelines in Public Facilities.

Information about *Live Well San Diego* can be found on the County's website and a website dedicated to the vision:

2.1. [http://www.sdcounty.ca.gov/hhsa/programs/sd/live\\_well\\_san\\_diego/index.html](http://www.sdcounty.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html)

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2.2. <http://www.LiveWellSD.org>

**3. Goals**

3.1 Contractor shall provide the services described herein to accomplish the following goals:

3.1.1 Assist individuals sixty (60) years of age and older to live independently by promoting better health and reduced isolation as a result of the Senior Nutrition Program, a program of coordinated congregate meals.

3.2 Contractor shall comply with the Regulations/Standards that apply to the Title IIIC Elderly Nutrition Program (ENP).

3.2.1 Regulation websites are as follows:

[California Code of Regulations - Title 22, Division 1.8](#)

[California Retail Food Code \(CRFC\):](#)

<https://www.cdph.ca.gov/Programs/CEH/DFDCS/CDPH%20Document%20Library/FDB/FoodSafetyProgram/MEHKO/CALIFORNIA%20RETAIL%20FOOD%20CODE%202019.pdf>

[California Welfare and Institutions Code](#)

<https://www.acl.gov/about-acl/authorizing-statutes/older-americans-act>

<https://www.aging.ca.gov/PM/> (For Year 2012 – PM12-17(P) and attachment)

[Occupational Safety and Health Administration \(OSHA\)](#)

[Dietary Guidelines for Americans 2015 \(DGA\) CDA Standard Agreement](#)

**4. Deliverables**

4.1 Meals.

4.1.1 Meals shall be planned in accordance with:

4.1.1.1 Title 22, Social Security, Division 1.8 California Department of Aging, Chapter 4 (1) Title III Programs – Program and Service Provider Requirements, Article 5. Title III C- Elderly Nutrition Program (herein referred to as Title 22) Section 7638.5 Nutrition Requirements of Meals:

[https://www.aging.ca.gov/ProgramsProviders/AAA/Nutrition/Code\\_of\\_Regulations/](https://www.aging.ca.gov/ProgramsProviders/AAA/Nutrition/Code_of_Regulations/)

4.1.1.2 CDA Program Memo 12-17 (P) Nutrition Older Americans Act Nutrition

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Services Menu Guidance for Compliance with Dietary Guidelines for Americans, 2010:

<https://www.aging.ca.gov/PM/> (For Year 2012 – PM12-17(P) and attachment).

- 4.1.2 Each meal shall contain at least one-third (1/3) of the current Dietary Reference Intakes (DRIs) as established by the Food and Nutrition Board, Institute of Medicine, National Academy of Sciences (2007), which are incorporated by reference.

<http://nationalacademies.org/hmd/About-HMD/Leadership-Staff/HMD-Staff-Leadership-Boards/Food-and-Nutrition-Board.aspx>

- 4.1.2.1 If the program provides two (2) meals per day, second meal shall be different from the first meal and a minimum of two-thirds (2/3) of the DRI shall be provided.

- 4.1.3 Meals shall comply with the Dietary Guidelines for Americans (2015, 8th edition) established by the U.S. Department of Agriculture and the U.S. Department of Health and Human Services. <http://fnic.nal.usda.gov/dietary-guidance/dietary-guidelines>

- 4.1.4 Contractor shall submit menus to the County's Registered Dietitian for review and approval four (4) weeks prior to the start of the month. Menus shall reflect cultural and ethnic dietary needs of participants, when feasible and appropriate.

- 4.1.5 Contractor shall meet, when feasible, the Guidelines for Congregate/Custodial Meal Programs in the Eat Well Standards and shall not supersede Section 4.1.1 above.

[http://www.livewellsd.org/content/dam/livewell/topics/Eat-Well-Practices/PDFs\\_EatWell/Eat%20Well%20Practices.pdf](http://www.livewellsd.org/content/dam/livewell/topics/Eat-Well-Practices/PDFs_EatWell/Eat%20Well%20Practices.pdf)

- 4.1.6 Contractor shall include, when feasible, the use of locally grown foods and identify potential partnerships with local producers and providers of locally grown foods.
- 4.1.7 Contractor shall ensure that each food facility has equipment necessary for preparing and serving meals that are safe and of good quality.
- 4.1.8 The County's Registered Dietitian shall provide input, review, and approval of the menus to ensure compliance with Title 22 CCR 7634.3 (d)(1) and Title 22 CCR 7638.

- 4.2 **Congregate Meals.** Contractor shall provide the maximum number of meals annually, pursuant to Exhibit C, to eligible seniors in a congregate setting for a minimum of five (5) days per week. A lesser frequency must be approved in advance by the County.

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- 4.2.1 Contractor shall complete an initial client assessment to determine the eligibility of participants. Factors include age and nutrition screening assessments. All assessments shall be made available to the Contracting Officer's Representative (COR) and County's Registered Dietitian upon request.
- 4.2.2 Contractor shall complete a reassessment on an annual basis prior to, or on, the date of the original assessment.
- 4.2.3 Participants shall not be means tested [OAA 315(b)(3)].
- 4.2.4 Contractor shall have a paid staff member, or a trained volunteer, responsible for the day-to-day activities at each site, and be physically present on-site during the time nutrition program activities are taking place.
- 4.2.5 Contractor shall ensure that each congregate meal site has equipment, including tables and chairs that is sturdy and appropriate for older individuals. Tables shall be arranged to assure ease of access and encourage socialization. (Title 22 s7638.1(b)(3)).
- 4.2.6 Contractor shall ensure that all congregate nutrition sites are open and accessible to the public.
- 4.2.7 Contractor shall ensure that eligible individuals with ADA accessibility requirements are not excluded from, or restricted in, participating in the program.
- 4.2.7.1 All sites shall be ADA accessible. CDA Standard Agreement Exhibit D. Article II, C.3
- 4.2.7.1.1 Americans with Disabilities Act (ADA) regulations and design:
- <https://www.ada.gov/>
- 4.2.7.2 Contractor shall make accommodations for individuals with ADA accessibility requirements.
- 4.2.8 Contractor shall post monthly menus at the congregate site, in a location easily seen by participants, to be legible and in the language of the majority of the participants. Daily meal(s) shall match the County's Registered Dietitian approved menu.
- 4.3 Nutrition Education. Contractor shall provide a minimum of four (4) nutrition education programs per contract year to participants in each of Contractor's congregate sites.
- 4.3.1 Contractor shall develop an annual nutrition education plan which shall be implemented, monitored by the County's Registered Dietitian and kept on file for review by the County. The plan shall meet the requirements of Title 22, Section 7638.11 Nutrition Education

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Services for Participants.

- 4.3.2 Nutrition Education services shall be provided in accordance with Title 22, Section 7638.11 Nutrition Education Services for Participants.
- 4.3.3 Nutrition Education shall include teaching participants about healthful food choices, balancing food and physical activity, and promoting behaviors recommended in the Dietary Guidelines for Americans.
- 4.3.4 An annual needs assessment shall be performed by the Contractor to determine the nutrition education services needed by congregate meal participants.
- 4.3.5 The County's Registered Dietitian shall provide input, review and approve the content of nutrition education prior to presentation.

**5. Target Population and Geographic Service Area**

5.1. Contractor shall provide services to eligible population for Title III C-1, which is defined as individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. The areas identified as greatest economic and social need are in red on the AIS Senior Nutrition Map: <http://sdcounty.maps.arcgis.com/apps/webappviewer/index.html?id=c1da92cfb82d4294a7356e2965310f0f>

5.2. Client address must be in the following zip codes to qualify as a Rural Area:

- 5.2.1. 91905 – Boulevard
- 5.2.2. 91906 – Campo
- 5.2.3. 91916 – Descanso
- 5.2.4. 91917 - Dulzura
- 5.2.5. 91934 – Jacumba
- 5.2.6. 91935 – Jamul
- 5.2.7. 91962 – Pine Valley
- 5.2.8. 91963 – Potrero
- 5.2.9. 91980 – Tecate
- 5.2.10. 92003 – Bonsall
- 5.2.11. 92004 – Borrego Springs/Ocotillo Wells

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- 5.2.12. 92036 – Julian
- 5.2.13. 92059 – Pala
- 5.2.14. 92061 – Pauma Valley, Pala
- 5.2.15. 92066 – Ranchita, Warner Springs
- 5.2.16. 92070 – San Ysabel
- 5.2.17. 92082 – Valley Center
- 5.2.18. 92068 – Warner Springs

5.3. Contractor shall post congregate dining site location(s), days of service, hours of service, and type(s) of meal served (breakfast and/or lunch) on Contractor’s website.

5.3.1. Congregate site:

George H Waters Nutrition Center,  
1415 D Avenue, National City, CA 91950

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**6. Payment for Services**

6.1 Contractor shall submit a monthly claim for the actual service deliverables for the prior month to the COR by the fifteenth (15<sup>th</sup>) of the following month.

6.1.1 Invoices/Claims will not be processed for payment until COR-approved, which will occur once all required information is included and submitted to COR.

6.2 Funding Components; Fiscal Terms and Conditions. The Senior Nutrition Program is funded by the following components and follow the fiscal terms and conditions listed below:

6.2.1 Older Americans Act (OAA)/California Department of Aging (CDA) Title III Allocation. This funding is allocated as follows:

6.2.1.1 State of California Title III C-1 Funding Stream. This is the fixed supplemental rate dollar amount for a portion of Contractor’s congregate meals costs. Payments are monthly compensation payments to Contractor for the provision of congregate meals according to Exhibit A, Statement of Work.

6.2.2 Nutrition Services Incentive Program (NSIP). This is the fixed supplemental rate dollar amount for incentive payments from the NSIP. NSIP payments are monthly incentives based on the number of meals served per Exhibit C – Pricing Schedule. This amount will be determined annually by the County, based on funds received from the State and Contractor’s prior year’s performance (i.e., meals served). NSIP funds shall only be used

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to purchase food to be used in the Senior Nutrition Program and not to meet cost sharing or to match funds for any other federal program.

- 6.2.3 One-Time-Only (OTO) Allocation. OTO allocations are one-time annual monetary awards for the purchase of equipment/vehicle that enhances the delivery of services to the eligible population which are directly related to the Senior Nutrition Program. OTO awards are based on funds received from the State of California, and must be approved in advance by CDA and by the County. Contractor shall procure the goods or services by utilizing competitive measures, and provide documentation of receiving three (3) or more quotes to substantiate fair and reasonable pricing. County will reimburse costs upon submission of receipts with the invoice in the month following the month in which the expenditure(s) occurred.
- 6.2.4 Contractor's program income. Program income means revenue generated by the Contractor from contract-supported activities and may include:
- 6.2.4.1 Voluntary contributions received from a participant or other party for services received.
- 6.2.4.2 ~~Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.~~
- 6.2.4.3 Royalties received on patents and copyrights from contract-supported activities.
- 6.2.4.4 Proceeds from the sale of items purchased under a CDA contract agreement. No equipment purchased with CDA funds will be sold without preapproval from the County and CDA.
- 6.2.4.5 Contractor shall not receive funds from another source for the cost of the same meal, equipment, or services [2 CFR 200.403(f)][45 CFR 75.403(f)] and OAA Title VI. In order to avoid duplicate reimbursement, Contractor shall not claim the cost of the same meal, equipment or services from another funding source.
- 6.2.5 Contractor's other revenue, such as fundraising and other donations. The fixed supplement rates are determined to offset the cost of providing services based on and subject to availability of funds from the State of California, California Department of Aging (CDA). Said compensation is not designed to fully fund the Senior Nutrition Program. Funding provided by County is only intended to supplement meal cost.
- 6.2.6 The County shall have the authority to increase or reduce the contract compensation, via the issuance of an amendment, signed by the County's Director of Purchasing and Contracting.
- 6.2.7 Contractor shall create a waiting list only when Contractor projects to serve over the contracted amount allocated in Exhibit C. If Contractor projections determines a need to



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establish a waiting list Contractor shall provide written notification to COR within twenty-four hours (24) prior to establishing a waiting list and provide the following:

6.2.7.1 Justification as to why eligible individuals are being placed on waiting list

6.2.7.2 Justification of the ranking of the eligible individual placement on the waiting list shall be based on greatest need and/or in accordance with Contractor's established policy and approved by COR. Copy of policy shall be provided to COR annually.

**7. General Requirements for Service Delivery**

- 7.1 Contractor's food services shall comply with the California Code of Regulations, Title 22, The California Retail Food Code(CRFC)  
<https://www.cdph.ca.gov/Programs/CEH/DFDCS/CDPH%20Document%20Library/FDB/FoodSafetyProgram/MEHKO/CALIFORNIA%20RETAIL%20FOOD%20CODE%202019.pdf>
- 7.2 Contractor shall comply with the Division of Occupational Safety and Health (Cal/OSHA), Department of Industrial Relations requirements (<https://www.dir.ca.gov/dosh/>) regarding staff and participant safety.
- 
- 7.3 Contractor shall possess and maintain a valid health permit from the County of San Diego Department of Environmental Health (<http://www.sdcounty.ca.gov/deh/>) for food preparation sites and shall post the permit as required. A copy of a valid health permit for a subcontracted Caterer or Vendor must be kept on file by the Contractor
- 7.4 Food preparation is defined as packaging, processing, assembling, portioning, or any operation that changes the form, flavor or consistency of food.
- 7.5 A Limited Service Charitable Feeding Site Registration from the County of San Diego Department of Environmental Health (<http://www.sdcounty.ca.gov/deh/>) is required for satellite sites and catered meal sites where no food preparation is taking place.
- 7.6 The County's Registered Dietitian shall conduct announced and unannounced site visits to food preparation and congregate meal sites quarterly for compliance with the above stated regulations.
- 7.7 Contractor shall provide County-supplied SNAP/CalFresh program information to all senior nutrition clients as the information is available.
- 7.8 Contractor shall ensure policies that support tobacco-free environments are in place, which includes:
- 7.8.1 Smoke-free entrances.
- 7.8.2 Smoke-free facilities (no designated smoking areas).

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7.8.3 No smoking signs are posted at all entrances/exits.

7.9 Staff and Volunteer Orientation and Training.

7.9.1 All of Contractor staff, paid and volunteer, shall be oriented and trained to perform their assigned responsibilities and tasks per Title 22 CCR 7636.5 (a)-(f).

7.9.1.1 At a minimum, training shall include:

7.9.1.1.1 Food safety, prevention of foodborne illness, and HACCP principles.

7.9.1.1.2 Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.

7.9.1.2 Contractor shall provide a minimum of four (4) hours of in-service staff training annually to paid and volunteer congregate meal staff.

7.9.1.3 Contractor shall provide a yearly written plan that shall be developed, implemented and maintained by the Contractor that identify who is to be trained, who will conduct training, content and date scheduled.

7.9.1.4 The County's Registered Dietitian shall review and approve the content of the staff/volunteer training prior to presentation.

7.9.1.5 Contractor training sessions shall be evaluated by those receiving the training and attendance records shall be maintained and on file.

7.9.2 Contractor shall ensure all staff and volunteers are trained in elder abuse awareness and know how and when to report if they suspect an elder may have symptoms of abuse or neglect. Contractor shall contact local law enforcement or call 1-800-510- 2020 to report suspected elder abuse.

7.9.3 Contractor shall comply with the Division of Occupational Safety and Health (Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety. All Contractor facilities are subject to inspection and approval.

7.10 Performance Expectations. Contractor shall maintain ninety-five percent (95%) compliance with service levels stated in this Agreement. A Performance Improvement Plan may be required to be submitted by Contractor if Contractor consistently (i.e., three (3) consecutive months or more) falls below ninety percent (90%) of the service levels. Service levels shall be reviewed monthly, quarterly, and annually by Contractor and County staff. Failure to bring service levels up to the contracted levels may result in re-negotiation of the contracted service levels or termination of the contract. The Exhibit C – Pricing Schedule may be revised to be commensurate with the lower level of service(s).

7.11 Reference to AIS. All printed materials, publicity, and media outreach prepared or conducted by Contractor shall include a reference to County of San Diego Health and Human Services Agency (HHSA), Aging & Independence Services (AIS) as the funding source. County of San Diego logos

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shall be included as appropriate. Copies of publicity materials related to programs identified in this contract shall be provided to the COR in advance for pre-approval as referenced in Section 16.18 of the contract.

- 7.12 Match. Contractor shall provide a minimum of an eleven point eleven percent (11.11%) match for program costs in cash or in-kind contributions. In-kind contributions are defined as the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
- 7.13 Cultural Competence and Diversity. Contractor shall support the County of San Diego, Health and Human Services Agency, Aging & Independence Services (AIS) through organizational and systematic practices demonstrating cultural competence and diversity. Contractor shall have an employee training plan that addresses these competencies and shall provide a copy of this training plan to the COR annually for pre-approval. All services provided shall be oriented to meet the linguistic and cultural needs of the diverse clients to be served.
- 7.14 Vehicles. Contractor shall provide their own vehicles to deliver meals to nutrition sites and/or to transport clients to congregate sites unless vehicles are provided by County. Vehicles may be provided by County, through this Agreement based on need and the availability of funding but are not guaranteed. Contractor shall comply with all rules and regulations of the State of California Department of Motor Vehicles, the California Code of Regulations, the California Retail Food Code, Exhibit B – Vehicle Usage and Insurance & Bonding Requirements, Exhibit B-1 – Vehicle Usage Agreement and a separate usage, maintenance, and operations agreement which shall be incorporated herein.
- 7.15 AIS Contractor Meetings. AIS may schedule Contractor meetings on an as-needed basis pertaining to the needs of the contract requirements. Contractor shall have at least one representative present at all meetings. These meetings are at the discretion of AIS and will be held at the AIS office at 5560 Overland Ave, San Diego, CA 92123; and location is subject to change if needed.
- 7.16 Detailed Budget. Contractor shall use the Nutrition Contract Budget Template to submit a detailed budget with line items to the COR on an annual basis no later than July 1<sup>st</sup> of each fiscal year.

**8. Specific Requirements for Service Delivery**

8.1 Meal Service. Contractor shall:

8.1.1 Provide a hot or other appropriate meal approved by the County Registered Dietitian that meets minimum nutrition requirements, served a minimum of five (5) or more days a week in a congregate setting that is open to the public [45 CFR 1321.53(b)(3)].

8.1.2 Each meal shall comply with the most recent DGA and provide each participating older individual:

1. A minimum of 33 1/3 percent DRIs per meal if the program provides one meal per day.

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2. A minimum of 66 2/3 percent DRIs per meal if the program provides 2 meals per day.
  3. If providing multiple meals per day, program shall ensure that each participant is receiving both meals, or that each of the meals provides 33 1/3 percent DRIs.
- 8.2 Staffing/Administration. Contractor shall maintain an adequate number of qualified persons to assure the satisfactory implementation of: program leadership; program planning; provision of nutrition services; outreach and other services; volunteer activities; financial and contract management; data collection for required federal, State and County reports and records. **Notification of program changes must be made to the County within twenty-four (24) hours when said changes will affect the delivery of services to the participants.**
- 8.2.1 Contractor shall comply with Title 22 Section 7636.3 Staff Qualifications.  
[https://www.aging.ca.gov/ProgramsProviders/AAA/Nutrition/Code\\_of\\_Regulations/](https://www.aging.ca.gov/ProgramsProviders/AAA/Nutrition/Code_of_Regulations/)
- 8.3 Meal Contributions by Eligible Participants. Eligible persons receiving nutrition services shall be given the opportunity to contribute to the cost of the service provided and shall determine for themselves what they are able to contribute. Contractor shall post a suggested donation amount. Contractor shall not deny services to any person because of failure to contribute [OAA 315(b)(4)]22CCR 7638.9]. Methods to receive contributions shall ensure anonymity and protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution. Contractor shall provide a 30-day notification to participants of increases in recommended donations.
- 8.3.1 Contractor shall establish written procedures to protect contributions and fees from loss, mishandling, and theft. Such procedures shall be kept on file at Contractor's site, and provided to the COR annually for pre-approval.
- 8.3.2 Contributions are considered program income and shall be used in support of the nutrition program.
- 8.3.3 Meal participants shall be informed that there is no obligation to contribute and contributions are purely voluntary.
- 8.4 Meal Charges for Staff and Guests under Sixty (60) Years of Age. Contractor may serve meals to staff and guests under sixty (60) years of age if doing so shall not deprive an eligible participant of a meal. These individuals shall pay at least the full cost of the meal. Contractor shall post the price for guests under sixty (60) years of age.
- 8.4.1 Charges for meals are considered program income and shall be used in support of the nutrition program.
- 8.5 Records, Reports and Distribution Information. Contractor shall maintain a system for the collection of data that will accurately reflect the Contractor's program and financial operations,

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will meet requirements with respect to confidentiality, and fulfill the information required by this contract.

8.5.1 Contractor shall have a clear sign-in process utilized at each meal. Guests under sixty (60) years of age shall be recorded separately or in a way that clearly indicates they are under sixty (60) years of age.

8.5.2 Contractor shall report all program income and match to the County on a monthly basis.

8.6 Holidays. A maximum of twelve (12) recognized holiday closings will be allowed per year. A holiday schedule shall be submitted to the COR at the beginning of each fiscal year for pre-approval, no later than thirty (30) days after the start of the new fiscal year. Additional closures will be handled on a case-by-case basis and require a minimum of thirty (30) days advance notice to the County.

8.6.1 If more than twelve (12) holiday closings are taken, Contractor must make up the days lost.

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8.7 Data Collection and Reporting.

8.7.1 Contractor shall utilize the AIS-identified automated data collection system to:

8.7.1.1 Register and maintain all CDA required client demographic and assessment data for all active clients. AIS Client Intake & Assessment Form shall be used to collect required information.

8.7.1.2 Track and report all service unit delivery data (via bar-coding and manual data entry) on an on-going basis.

8.7.2 Contractor shall maintain and report accurate daily meal counts, and nutrition education units in the County-identified automated data collection system.

8.7.3 Contractor shall submit monthly summary reports of the information listed in 8.7 and claims to the designated COR by the fifteenth (15<sup>th</sup>) of the month following the month in which the services were provided. Claims will be paid upon successful determination of reconciled data as mentioned in paragraphs 8.7.1.1 and 8.7.1.2.

8.7.4 Contractor shall submit a completed report of actual costs expended for each service category at the end of each contract fiscal year for the term of the contract, as requested by the County, in the form and format as provided by COR.

8.8 Customer Satisfaction Survey. Contractor shall annually obtain the views of participants regarding the services received through the development and utilization of a customer satisfaction survey.

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8.8.1 Contractor shall provide a summary report of the results of the satisfaction survey to the COR by the fifteenth (15<sup>th</sup>) of the month following the completion of the survey cycle.

8.8.2 Contractor shall make all survey results available to COR upon request.

8.9 Grievance Procedure. Contractor shall develop a written grievance process per Title 22 CCR 7400(a)(2)-(3) for clients to report grievances pertaining to the nutrition program, inclusive of the complainant's rights to privacy. The process shall be posted in a visible and accessible area of each congregate site. Homebound individuals shall be notified of the grievance process in writing. A copy of the grievance procedure shall be provided to the COR annually for pre-approval.

## 9. Disaster Preparedness

9.1. As a provider of critical services to seniors and individuals with ADA accessibility requirements during a disaster, each multipurpose senior center and each senior center, as defined in subdivisions (j) and (n) of Section 9591 (n) "Senior center" means a community focal point on aging, where older individuals as individuals or in groups come together for services and activities which enhance their dignity, support their independence, and encourage their involvement in and with the community. Senior center programs consist of a variety of services and activities in areas, such as education, creative arts, recreation, advocacy, leadership development, employment, health, nutrition, social work, and other supportive services.

### WELFARE AND INSTITUTIONS CODE - WIC

DIVISION 8.5. MELLO-GRANLUND OLDER CALIFORNIANS ACT [9000 - 9750] (*Division 8.5 repealed and added by Stats. 1996, Ch. 1097, Sec. 13.*)

CHAPTER 9.5. Multipurpose Senior Centers And Senior Centers Emergency Operations Plans [9625-9625.] (*Chapter 9.5 added by Stats. 2006, Ch. 620, Sec. 2.*)

9.2. Contractor shall:

9.2.1. Develop and maintain a written emergency operations plan to ensure preparedness and the ability to continue to deliver services during and post-disaster. Contractor shall submit the plan for review and pre-approval by COR annually and shall keep the plan on site.

9.2.1.1 This emergency operation plan shall include, but not be limited to, all of the following:

9.2.1.2 Facility preparation procedures to identify the location of first aid supplies, secure all furniture, appliances, and other free-standing objects, and provide instructions for operating gas and water shutoff valves.

9.2.1.3 An inventory of neighborhood resources that shall include, but not be limited to, the identification and location of all the following nearby resources:

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9.2.1.3.1 Generators

9.2.1.3.2 Telephones

9.2.1.3.3 Hospitals and public health clinics

9.2.1.3.4 Fire stations and police stations

9.2.1.4 Evacuation procedures, including procedures to accommodate those who will need assistance in evacuating the center. This evacuation plan shall be located in an area that is accessible to the public.

9.2.1.5 Procedures to accommodate seniors, individuals with ADA accessibility requirements, and other community members in need of shelter at the senior center, in the event that other community facilities are inoperable.

9.2.1.6 Personnel resources necessary for post disaster response.

9.2.1.7 Procedures for conducting periodic evacuation drills, fire drills, and earthquake drills.

9.2.1.8 Procedures to ensure service continuation after a disaster.

9.2.1.9 Consideration of cultural and linguistic barriers in emergency and evacuation plans, and ways to appropriately address those barriers.

9.2.1.9.1 In the development of the emergency operations plans required by this chapter, multipurpose senior centers and senior centers shall coordinate with the local Area Agency on Aging, as defined in Section 9006, and other relevant agencies and stakeholders.

*(Amended by Stats. 2013, Ch. 352, Sec. 537. (AB 1317) Effective 26, 2013. Operative July 1, 2013, by Sec. 543 of Ch. 352.) September*

9.2.1.10 Where feasible and appropriate, make arrangements for the availability of meals to participants during a major disaster, as defined in 42 U.S.C. 5122(2).

9.3. Provide the County with the following:

9.3.1. Primary and secondary emergency contact phone numbers.

9.3.2. Status updates, upon request, during and post-disaster, including the following at a minimum:

9.3.2.1.1. Operability of sites and/or services.

9.3.2.1.2. Services provided to the target population.

9.3.2.1.3. Service capacity.

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**1. Scope of Work/Purpose**

Contractor shall provide nutritionally sound meals to individuals sixty (60) years of age and older living throughout San Diego County by providing home delivery to frail seniors. There is no charge to the senior for these services, but Contractor shall provide the opportunity for the senior to make a contribution at a suggested donation amount. The eligible population for Title III C-2. As defined as individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas.

**2. Background Information**

The Senior Nutrition Program, which began in the County of San Diego in 1975, is funded through Title III of the Older Americans Act, a federal program administered by state and county governments and operated under rules, policies, and regulations of the California Department of Aging (CDA). County of San Diego Health and Human Services Agency (HHSA), Aging & Independence Services (AIS), as the designated Area Agency on Aging, oversees this program. Nutrition services assist older individuals to live independently by promoting better health and reduced isolation through a program of coordinated congregate meals, home-delivered meals, transportation and supportive services. In fiscal year 2017/2018 various contractors served approximately 7,500 clients with lunches at several sites throughout the county, and many contractors also served approximately 2,300 clients with home-delivered meals. Breakfast is also provided at some sites and to some home-delivered meal recipients.

**Live Well San Diego Vision:** The County of San Diego, Health and Human Service Agency (HHSA), supports the *Live Well San Diego* vision of Building Better Health, Living Safely, and Thriving. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHSA partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life.

On December 13, 2016, the San Diego County Board of Supervisors at the recommendation of Chairman Ron Roberts and Supervisor Greg Cox unanimously voted to establish the *Live Well San Diego* Food System Initiative (Initiative), which positions the County of San Diego to take on a greater role in the advancement of a safe, healthy, and robust food system. As part of the Initiative, the County Board of Supervisors also received the Eat Well Practices, a guide for expanding healthy, local and sustainable food and beverage options for the County. The County updated this policy to reflect the San Diego County Board of Supervisors' direction as well as United States Department of Agriculture (USDA) regulations, General Services Administration's Wellness and Sustainability requirements and Center for Disease Control's Smart Food Choices: How to Implement Food Service Guidelines in Public Facilities.

Information about *Live Well San Diego* can be found on the County's website and a website dedicated to the vision:

2.1. [http://www.sdcounty.ca.gov/hhsa/programs/sd/live\\_well\\_san\\_diego/index.html](http://www.sdcounty.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html)

2.2. <http://www.LiveWellSD.org>

**3. Goals**

3.1 Contractor shall provide the services described herein to accomplish the following goals:

3.1.1 Assist individuals sixty (60) years of age and older to live independently by promoting better health and reduced isolation as a result of the Senior Nutrition Program, a program of coordinated home-delivered meals and referrals to appropriate supportive services.

3.2 Contractor shall comply with the Regulations/Standards that apply to the Title IIIC Elderly Nutrition Program (ENP).



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3.2.1 Regulation websites are as follows:

California Code of Regulations Title 22, Division 1.8  
California Retail Food Code (CRFC)  
California Welfare and Institutions Code  
<https://www.acl.gov/about-acl/authorizing-statutes/older-americans-act>  
<https://www.aging.ca.gov/PM/> (For Year 2012 – PM12-17(P) and attachment)  
Occupational Safety and Health Administration (OSHA)  
Dietary Guidelines for Americans 2015 (DGA) CDA Standard Agreement

#### 4. Deliverables

##### 4.1 Meals.

4.1.1 Meals shall be planned in accordance with:

4.1.1.1 Title 22, Social Security, Division 1.8 California Department of Aging, Chapter 4 (1) Title III Programs – Program and Service Provider Requirements, Article 5. Title III C- Elderly Nutrition Program (herein referred to as Title 22) Section 7638.5 Nutrition Requirements of Meals:

[https://www.aging.ca.gov/ProgramsProviders/AAA/Nutrition/Code\\_of\\_Regulations/](https://www.aging.ca.gov/ProgramsProviders/AAA/Nutrition/Code_of_Regulations/)

4.1.1.2 CDA Program Memo 12-17 (P) Nutrition Older Americans Act Nutrition Services Menu Guidance for Compliance with Dietary Guidelines for Americans, 2010:  
<https://www.aging.ca.gov/PM/> (For Year 2012 – PM12-17(P) and attachment)

4.1.2 Each meal shall contain at least one-third (1/3) of the current Dietary Reference Intakes (DRIs) as established by the Food and Nutrition Board, Institute of Medicine, National Academy of Sciences (2007), which are incorporated by reference.

<https://www.ncbi.nlm.nih.gov/books/NBK56068/table/summarytables.t2/?report=objectonly>

4.1.2.1 If the program provides two (2) meals per day, second meal shall be different from the first meal and a minimum of two-thirds (2/3) of the DRI must be provided.

4.1.3 Meals shall comply with the Dietary Guidelines for Americans (2015, 8th edition) established by the U.S. Department of Agriculture and the U.S. Department of Health and Human Services.  
<http://fnic.nal.usda.gov/dietary-guidance/dietary-guidelines>

4.1.4 Contractor shall submit menus to the County's Registered Dietitian for review and approval four (4) weeks prior to the start of the month. Menus shall reflect cultural and ethnic dietary needs of participants, when feasible and appropriate.

4.1.5 Contractor shall meet, when feasible, the Guidelines for Congregate/Custodial Meal Programs in the Eat Well Standards and shall not supersede Section 4.1.1 above.

[http://www.livewellsd.org/content/dam/livewell/topics/Eat-Well-Practices/PDFs\\_EatWell/Eat%20Well%20Practices.pdf](http://www.livewellsd.org/content/dam/livewell/topics/Eat-Well-Practices/PDFs_EatWell/Eat%20Well%20Practices.pdf)

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- 4.1.6 Contractor shall include, when feasible, the use of locally grown foods and identify potential partnerships with local producers and providers of locally grown foods.
- 4.1.7 Contractor shall ensure that the food facility where Home Delivered Meals are produced has equipment necessary for the preparation and packaging of prepared meals.
- 4.1.8 The County's Registered Dietitian shall provide input, review, and approval of the menus to ensure compliance with Title 22 CCR 7634.3 (d)(1) and Title 22 CCR 7638.
- 4.2 Home-Delivered Meals. Contractor shall provide the maximum number of home-delivered meals annually, pursuant to Exhibit C, to seniors a minimum of five (5) days per week delivered between the hours of 10 a.m. and 2 p.m. Any deliveries outside of this time period require County approval in advance.
- 4.2.1 Contractor shall assess the level of need for home-delivered nutrition services of each eligible participant.
- 4.2.1.1 Eligibility of seniors are defined as frail needing assistance with 2 or more Activities of Daily Living (ADLs) and homebound. ADLs include human assistance and/or verbal cues with personal hygiene, dressing, eating, using a restroom and transferring oneself.
- 4.2.1.2 The initial assessment may be conducted by telephone, and a written assessment shall be conducted in the participant's home within two (2) weeks of initiation of services, and shall include an assessment of the type of meal (e.g., hot, cold, frozen) that is appropriate for the participant in their living environment, determining the need for a second meal if option is available and the estimated timeframe for home-delivered meals service needed.
- 4.2.1.3 A reassessment of the participant's need shall be completed quarterly and a reassessment in the participant's home shall be conducted at least every other quarter. Contractors are encouraged to direct seniors to congregate meal programs if/when they no longer meet the home-delivered meal eligibility criteria.
- 4.2.1.4 An older individual eligible for receiving home-delivered meals shall be assessed for need for nutrition-related supportive services, and referred as necessary.
- 4.2.1.5 All assessments and reassessments shall be updated on the data collection website and shall be made available to Contracting Officer's Representative (COR) upon request.
- 4.2.2 Participants shall not be means tested [OAA 315(b)(3)].
- 4.2.3 Contractor shall provide written instructions for handling and re-heating of the cold or frozen meal in the language of the participant receiving the meal.
- 4.2.4 Home-Delivered Meals Drivers. Contractor's staff and/or volunteers providing home delivery shall possess a current and valid driver's license issued by the State of California, and Contractor shall maintain a copy(ies) of said licenses on site for review by COR. Drivers shall maintain the appropriate type of California license for the size vehicle used to transport food and comply with the State of California, Department of Motor Vehicle requirements.

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- 4.2.5 Waiting List. Contractor shall have a written procedure in place to address how they will prioritize the most-at-risk seniors when contractor is unable to provide meals to eligible individuals. Documentation of this procedure will be submitted to the COR. Contractor shall report the number of seniors on their wait list on a monthly basis.
- 4.3 Nutrition Education. Contractor shall provide a minimum of four (4) nutrition education programs per contract year to participants in each of Contractor's home-delivered meal programs.
- 4.3.1 Contractor shall develop an annual nutrition education plan which shall be implemented, monitored the County's Registered Dietitian and kept on file for review by the County. The plan shall meet the requirements of Title 22, Section 7638.11 Nutrition Education Services for Participants.
- 4.3.2 Nutrition Education services shall be provided in accordance with Title 22, Section 7638.11 Nutrition Education Services for Participants.
- 4.3.3 Nutrition Education shall include teaching participants about healthful food choices, balancing food and physical activity, and promoting behaviors recommended in the Dietary Guidelines for Americans.
- 4.3.4 An annual needs assessment shall be performed by the Contractor to determine the nutrition education services needed by home-delivered-meal-participants.
- 4.3.5 The County's Registered Dietitian shall provide input, review and approve the content of nutrition education prior to presentation.

**5. Target Population and Geographic Service Area**

- 5.1. Contractor shall provide services to eligible population for Title III C-2. As defined as individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. The areas identified as greatest economic and social need are in red on the AIS Senior Nutrition Map: <http://sdcountry.maps.arcgis.com/apps/webappviewer/index.html?id=c1da92cfb82d4294a7356e2965310f0f>
- 5.2. Client address must be in the following zip codes to qualify as a Rural Area:
- 5.2.1. 91905 – Boulevard
  - 5.2.2. 91906 – Campo
  - 5.2.3. 91916 – Descanso
  - 5.2.4. 91917 - Dulzura
  - 5.2.5. 91934 – Jacumba
  - 5.2.6. 91935 – Jamul
  - 5.2.7. 91962 – Pine Valley
  - 5.2.8. 91963 – Potrero
  - 5.2.9. 91980 – Tecate

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**EXHIBIT A-1 – STATEMENT OF WORK**  
**HOME DELIVERED MEALS IN THE SOUTH REGION**

- 5.2.10. 92003 – Bonsall
- 5.2.11. 92004 – Borrego Springs/Ocotillo Wells
- 5.2.12. 92036 – Julian
- 5.2.13. 92059 – Pala
- 5.2.14. 92061 – Pauma Valley, Pala
- 5.2.15. 92066 – Ranchita, Warner Springs
- 5.2.16. 92070 – San Ysabel
- 5.2.17. 92082 – Valley Center
- 5.2.18. 92068 – Warner Springs

5.3. Contractor shall post Home-delivered meal zip codes, street and/or physical boundaries on Contractor's website.

5.3.1. Home Delivered Meal zip code: 91950

## **6. Payment for Services**

6.1 ~~Contractor shall submit a monthly claim for the actual service deliverables for the prior month to the COR by the~~  
fifteenth (15<sup>th</sup>) of the following month.

6.1.1 Invoices/Claims shall not be processed for payment until COR-approved, which will occur once all required information is included and submitted to COR.

6.2 Funding Components: Fiscal Terms and Conditions. The Senior Nutrition Program is funded by the following components and follow the fiscal terms and conditions listed below:

6.2.1 Older Americans Act (OAA)/California Department of Aging (CDA) Title III Allocation. This funding is allocated as follows:

6.2.1.1 State of California Title III C-2 Funding Stream. This is the fixed supplemental rate dollar amount for a portion of Contractor's home-delivered meal costs. Payments are monthly compensation payments to Contractor for the provision of home-delivered meals according to Exhibit A and A-1, Statement of Work.

6.2.2 Nutrition Services Incentive Program (NSIP). This is the fixed supplemental rate dollar amount for incentive payments from the NSIP. NSIP payments are monthly incentives based on the number of meals served per Exhibit C – Pricing Schedule. This amount will be determined annually by the County, based on funds received from the State and Contractor's prior year's performance (i.e., meals served). NSIP funds shall only be used to purchase food to be used in the Senior Nutrition Program and not to meet cost sharing or to match funds for any other federal program.

6.2.3 One-Time-Only (OTO) Allocation. OTO allocations are one-time annual monetary awards for the purchase of equipment/vehicle that enhances the delivery of services to the eligible population which are directly related to the Senior Nutrition Program. OTO awards are based on funds received from the State of California, and must be approved in advance by the County. Contractor shall procure the goods or services by utilizing

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competitive measures, and provide documentation of receiving three (3) or more quotes to substantiate fair and reasonable pricing. County will reimburse costs upon submission of receipts with the invoice in the month following the month in which the expenditure(s) occurred.

6.2.4 Contractor's program income. Program income means revenue generated by the Contractor from contract-supported activities and may include:

6.2.4.1 Voluntary contributions received from a participant or other party for services received.

6.2.4.2 Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

6.2.4.3 Royalties received on patents and copyrights from contract-supported activities.

6.2.4.4 Proceeds from the sale of items purchased under a CDA contract agreement. No equipment purchased with CDA funds will be sold without preapproval from the County and the CDA.

6.2.4.5 Contractor shall not receive funds from another source for the cost of the same meal, equipment, or services [2 CFR 200.403(f)][45 CFR 75.403(f)] and OAA Title VI. In order to avoid duplicate reimbursement, Contractor shall not claim the cost of the same meal, equipment or services from another funding source.

6.2.5 Contractor's other revenue, such as fundraising and other donations. The fixed supplement rates are determined to offset the cost of providing services based on and subject to availability of funds from the State of California, California Department of Aging (CDA). Said compensation is not designed to fully fund the Senior Nutrition Program. Funding provided by County is only intended to supplement meal cost.

6.2.6 The County shall have the authority to increase or reduce the contract compensation, via the issuance of an amendment, signed by the County's Director of Purchasing and Contracting.

6.2.7 Contractor shall create a waiting list only when Contractor projects to serve over the contracted amount allocated in Exhibit C. If Contractor projections determines a need to establish a waiting list Contractor shall provide written notification to COR within twenty-four hours (24) prior to establishing a waiting list and provide the following:

6.2.7.1 Justification as to why eligible individuals are being placed on waiting list

6.2.7.2 Justification of the ranking of the eligible individual placement on the waiting list shall be based on greatest need and/or in accordance with Contractor's established policy and approved by COR. Copy of policy shall be provided to COR annually.

## 7. General Requirements for Service Delivery

7.1 Contractor's food services shall comply with the California Code of Regulations, Title 22, The California Retail Food Code (CRFC)  
<https://www.cdph.ca.gov/Programs/CEH/DFDCS/CDPH%20Document%20Library/FDB/FoodSafetyProgram/MEHKO/CALIFORNIA%20RETAIL%20FOOD%20CODE%202019.pdf>

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- 7.2 Contractor shall comply with the Division of Occupational Safety and Health (Cal/OSHA), Department of Industrial Relations requirements (<https://www.dir.ca.gov/dosh/>) regarding staff and participant safety.
- 7.3 Contractor shall possess and maintain a valid health permit from the County of San Diego Department of Environmental Health (<http://www.sdcountry.ca.gov/deh/>) for food preparation sites and shall post the permit as required. A copy of a valid health permit for a subcontracted Caterer or Vendor must be kept on file on by the Contractor.
- 7.4 Food preparation is defined as packaging, processing, assembling, portioning, or any operation that changes the form, flavor or consistency of food.
- 7.5 The County's Registered Dietitian shall conduct announced and unannounced site visits to food preparation facilities and meal delivery sites for compliance with the above stated regulations.
- 7.6 Contractor shall provide County-supplied SNAP/CalFresh program information to all senior nutrition clients as the information is available.
- 7.7 Contractor shall ensure policies that support tobacco-free environments are in place, which includes:
- 7.7.1 Smoke-free entrances.
- 7.7.2 Smoke-free facilities (no designated smoking areas).
- 7.7.3 No smoking signs are posted at all entrances/exits.
- 7.8 Staff and Volunteer Orientation and Training.
- 7.8.1 All of Contractor staff, paid and volunteer, shall be oriented and trained to perform their assigned responsibilities and tasks per Title 22 CCR 7636.5 (a)-(f).
- 7.8.1.1 At a minimum, training shall include:
- 7.8.1.1.1 Food safety, prevention of foodborne illness, and HACCP principles.
- 7.8.1.1.2 Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.
- 7.8.1.2 Contractor shall provide a minimum of four (4) hours of in-service staff training annually to paid and volunteer congregate and home delivered meal staff.
- 7.8.1.3 Contractor shall provide a yearly written plan that shall be developed, implemented and maintained by the Contractor that identifies who shall to be trained, who shall conduct training, content and date scheduled.
- 7.8.1.4 The County's Registered Dietitian shall review and approve the content of the staff/volunteer training prior to presentation.
- 7.8.1.5 Contractor training sessions shall be evaluated by those receiving the training and attendance records shall be maintained and on file.
- 7.8.2 Contractor shall ensure all staff and volunteers are trained in elder abuse awareness and know how and when to report if they suspect an elder may have symptoms of abuse or neglect. Contractor shall contact local law enforcement or call 1-800-510- 2020 to report suspected elder abuse.

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7.8.3 Contractor shall comply with the Division of Occupational Safety and Health (Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety. All Contractor facilities are subject to inspection and approval.

7.9 Performance Expectations. Contractor shall maintain ninety-five percent (95%) compliance with service levels stated in this Agreement. A Performance Improvement Plan may be required to be submitted by Contractor if Contractor consistently (i.e., three (3) consecutive months or more) falls below ninety percent (90%) of the service levels. Service levels shall be reviewed monthly, quarterly, and annually by Contractor and County staff. Failure to bring service levels up to the contracted levels may result in re-negotiation of the contracted service levels or termination of the contract. The Exhibit C – Pricing Schedule may be revised to be commensurate with the lower level of service(s).

7.10 Reference to AIS. All printed materials, publicity, and media outreach prepared or conducted by Contractor shall include a reference to County of San Diego Health and Human Services Agency (HHSA), Aging & Independence Services (AIS) as the funding source. County of San Diego logos shall be included as appropriate. Copies of publicity materials related to programs identified in this contract shall be provided to the COR.

7.11 Match. Contractor shall provide a minimum of an eleven point eleven percent (11.11%) match for program costs in cash or in-kind contributions. In-kind contributions are defined as the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).

7.12 Cultural Competence and Diversity. Contractor shall support the County of San Diego, Health and Human Services Agency, Aging & Independence Services (AIS) through organizational and systematic practices demonstrating cultural competence and diversity. Contractor shall have an employee training plan that addresses these competencies and shall provide a copy to the COR annually. All services provided shall be oriented to meet the linguistic and cultural needs of the diverse clients to be served.

7.13 Vehicles. Contractor shall provide their own vehicles to deliver meals to nutrition sites and/or to transport clients to congregate sites unless vehicles are provided by the County. Vehicles may be provided by County, through this Agreement based on need and the availability of funding but are not guaranteed. Contractor shall comply with all rules and regulations of the State of California Department of Motor Vehicles, the California Code of Regulations, the California Retail Food Code, Exhibit B – Insurance Requirements, Exhibit B-1 – Vehicle Usage Agreement and a separate usage, maintenance, and operations agreement which shall be incorporated herein.

7.14 AIS Contractor Meetings. AIS may schedule Contractor meetings on an as-needed basis pertaining to the needs of the contract requirements. Contractor shall have at least one representative present at all meetings. These meetings are at the discretion of AIS and will be held at the AIS office at 5560 Overland Ave, San Diego, CA 92123 and location is subject to change if needed.

7.15 Detailed Budget. Contractor shall use the Nutrition Contract Budget Template to submit a detailed budget with line items to the COR on an annual basis no later than July 1<sup>st</sup> of each fiscal year.

## **8. Specific Requirements for Service Delivery**

8.1 Meal Service. Contractor shall:

8.1.1 Provide hot or other appropriate meal that meets minimum nutrition requirements [45 CFR 1321.53(b)(3)]. Meals to participants who are homebound must be made available a minimum of five days per week, and frozen meals for the weekend or holidays may be delivered during the week. Meals shall be prepared,

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packaged, served and delivered in a manner which complies with local public health laws and regulations, and in consideration of the clients being served.

- 8.1.2 Each meal shall comply with the most recent DGA and provide each participating older individual:
1. A minimum of 33 1/3 percent DRIs per meal if the program provides one meal per day.
  2. A minimum of 66 2/3 percent DRIs per meal if the program provides 2 meals per day.
  3. If providing multiple meals per day, program shall ensure that each participant is receiving both meals, or that each of the meals provides 33 1/3 percent DRIs.
- 8.1.3 Meal delivery can occur less frequently only with prior approval from COR, but meals shall be made available a minimum of five days per week, and frozen meals for weekend or holidays.
- 8.2 **Staffing/Administration.** Contractor shall maintain an adequate number of qualified persons to assure the satisfactory implementation of: program leadership; program planning; provision of nutrition services; outreach and other services; volunteer activities; financial and contract management; data collection for required federal, State and County reports and records. **Notification of program changes must be made to the County within twenty-four (24) hours when said changes will affect the delivery of services to the participants.**
- 8.2.1 Contractor shall comply with Title 22 Section 7636.3 Staff Qualifications.  
[https://www.aging.ca.gov/ProgramsProviders/AAA/Nutrition/Code\\_of\\_Regulations/](https://www.aging.ca.gov/ProgramsProviders/AAA/Nutrition/Code_of_Regulations/)
- 8.2.2 All Contractor staff, paid and volunteer, shall be oriented and trained to perform their assigned responsibilities and tasks per Title 22 CCR 7636.5 (a)(e).
- 8.3 **Meal Contributions by Eligible Participants.** Eligible persons receiving nutrition services shall be given the opportunity to contribute to the cost of the service provided and shall determine for themselves what they are able to contribute. Contractor shall provide written information regarding the suggested donation amount. Contractor shall not deny services to any person because of failure to contribute [OAA 315(b)(4)]22CCR 7638.9]. Methods to receive contributions shall ensure anonymity and protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution. Contractor shall provide a 30-day notification to participants of increases in recommended donations.
- 8.3.1 Contractor shall establish written procedures to protect contributions and fees from loss, mishandling, and theft. Such procedures shall be kept on file at Contractor's site, and provided to the COR annually for pre-approval.
- 8.3.2 Contributions are considered program income and shall be used in support of the nutrition program.
- 8.3.3 Meal participants shall be informed that there is no obligation to contribute and contributions are purely voluntary.
- 8.4 **Records, Reports and Distribution Information.** Contractor shall maintain a system for the collection of data that will accurately reflect the Contractor's program and financial operations, will meet requirements with respect to confidentiality, and fulfill the information required by this contract.
- 8.4.1 Contractor shall maintain accurate daily home delivered meal logs that record each meal delivered to each participating seniors.



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8.4.2 Contractor shall report all program income and match to the County on a monthly basis.

8.5 Holidays. A maximum of twelve (12) recognized holiday closings will be allowed per year. A holiday schedule shall be submitted to the COR at the beginning of each fiscal year, no later than thirty (30) days after the start of the new fiscal year. Additional closures will be handled on a case-by-case basis and require a minimum of thirty (30) days advance notice to the County.

8.5.1 If more than twelve (12) holiday closings are taken, Contractor must make up the days lost.

8.6 Data Collection and Reporting.

8.6.1 Contractor shall utilize the AIS-identified automated data collection system to:

8.6.1.1 Register and maintain all CDA required client demographic and assessment data for all active clients. AIS Client Intake & Assessment Form can be used to collect required information.

8.6.1.2 Track and report all service unit delivery data (via bar-coding and manual data entry) on an on-going basis.

8.6.2 Contractor shall maintain and report accurate daily meal counts and nutrition education units in the County-identified automated data collection system.

8.6.3 Contractor shall submit monthly summary reports of the information listed in 8.6 and claims to the designated COR by the fifteenth (15<sup>th</sup>) of the month following the month in which the services were provided. Claims will be paid upon successful determination of reconciled data as mentioned in paragraphs

8.6.1.1 and 8.6.1.2.

8.6.4 Contractor shall submit a completed report of actual costs expended for each service category at the end of each contract fiscal year for the term of the contract, as requested by the County, in the form and format as provided by AIS.

8.7 Customer Satisfaction Survey. Contractor shall annually obtain the views of participants regarding the services received through the development and utilization of a customer satisfaction survey.

8.7.1 Contractor shall provide a summary report of the results of the satisfaction survey to the COR by the fifteenth (15<sup>th</sup>) of the month following the completion of the survey cycle.

8.7.2 Contractor shall make all survey results available to COR upon request.

8.8 Grievance Procedure. Contractor shall develop a written grievance process per Title 22 CCR 7400(a)(2)(3) for clients to report grievances pertaining to the nutrition program, inclusive of the complainant's rights to privacy. Homebound individuals shall be notified of the grievance process in writing. A copy of the grievance procedure shall be provided to the COR annually for pre-approval.

## 9. Meal Preparation Site Closure Plan

9.1 As a provider of services to home bound seniors and persons with ADA accessibility requirements Contractor shall:

9.1.1 Establish and maintain a Meal Preparation Site Closure Plan to ensure preparedness and the ability to continue to deliver services if at all possible. Contractor shall provide a copy to COR annually for pre-approval and keep

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the plan on file with Contractor.

9.1.2 If Contractor is unable to provide delivery services due to unanticipated site closure Contractor shall notify COR within twenty-four (24) hours and initiate the established plan to provide projected timeline when delivery services shall resume.

9.1.3 Provide the County with the following:

9.1.3.1 Primary and secondary emergency contact phone numbers.

9.1.3.2 Status updates, upon request, including the following at a minimum:

9.1.3.2.1 Services provided to the target population.

9.1.3.2.2 Service capacity.

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**EXHIBIT B – INSURANCE REQUIREMENTS**

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

**1. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non-owned, hired auto Insurance Services Office form CA0001.
- C. Automobile Physical Damage providing ACV Comprehensive and Collision on Program vehicles.
- D. Workers' Compensation, as required by State of California and Employer's Liability Insurance.

**2. Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$4,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. ~~Automobile Physical Damage: Coverage shall include a Loss Payable clause to the County of San Diego. Maximum deductible of \$2,500 per occurrence~~
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. As a requirement of this contract, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

**3. Deductibles and Self-Insured Retentions**

Any self-insured retention must be declared to and approved by County Risk Management.

**4. Other Insurance Provisions**

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

A. Additional Insured Endorsement

The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used).

B. Primary Insurance Endorsement

For any claims related to this contract, the Contractor's insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 2001 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

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**EXHIBIT B – INSURANCE REQUIREMENTS**

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

**D. Severability of Interest Clause**

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

**General Provisions**

**5. Qualifying Insurers**

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

**6. Evidence of Insurance**

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

**7. Failure to Obtain or Maintain Insurance; County's Remedies**

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

**8. No Limitation of Obligations**

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

**9. Review of Coverage** County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

**10. Self-Insurance**

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

**11. Subcontractors' Insurance**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. Such Additional Insured endorsement shall be attached to the certificate of insurance in order to be valid and on a form at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used. If any sub contractor's coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

**12. Waiver of Subrogation**

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

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**EXHIBIT B-1 – VEHICLE USAGE AGREEMENT**

This Exhibit shall apply to vehicle(s) purchased with California Department of Aging (CDA) funds. Contractor shall be responsible for obtaining and maintaining vehicles (and affixed refrigeration units) pursuant to the requirements of the CDA and this Agreement.

(a) Contractor shall take possession (or maintain possession if obtained under a prior County agreement) of the following vehicles for its use under this Agreement:

1. 2004 Ford Ranger Hotshot, Vehicle Identification Number (VIN): 1FTYR11U24PBO3143, License Number 1156571, County Identification Number 338
2. 2008 Ford Ranger Hotshot, Vehicle Identification Number (VIN): 1FTYR10U78PB01735, License Number 1315992, County Identification Number 356
3. 2013 Ford F150 Hotshot, Vehicle Identification Number (VIN): 1FTMF1CM5DFC14067, License Number 1413787, County Identification Number 381

(b) County will provide California Department of Aging (CDA) inventory asset tags to the Contractor, subject to the requirements set forth below.

1. Contractor shall register all vehicles purchased with CDA funding with the Department of Motor Vehicles listing Contractor to as owner and the "County of San Diego" as the lien holder.
2. Contractor shall, at its sole expense, maintain, repair, and operate the vehicle(s) (including affixed refrigeration units) in accordance with the manufacturer's requirements and standards. Contractor shall, at its sole expense, make all necessary repairs, whether resulting from normal operations or from an accident. Contractor shall maintain records of all maintenance and repairs and shall provide copies of such records to the Contracting Officer's Representative (COR) when services and repairs are completed.
3. Contractor shall utilize the vehicle(s) only for the purposes specified in this Agreement. Any other use of these vehicles requires the County's prior written approval.
4. Unless the County provides prior written approval, Contractor shall operate the vehicles only within the geographical boundaries of San Diego County.
5. Whenever feasible, Contractor shall coordinate with other senior providers to maximize the availability of transportation to seniors.
6. Contractor shall comply with all rules and regulations of the State of California Department of Motor Vehicles including those regarding the public transportation of passengers.
7. Contractor shall report to the COR within twenty-four (24) hours of any accident in which a vehicle is involved. Within ten (10) working days, Contractor must submit a written report to the COR that includes a copy of the police report, the amount of damage, and the steps to be taken by the Contractor to repair or replace the vehicles.

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**EXHIBIT B-1 – VEHICLE USAGE AGREEMENT**

8. For each vehicle, on or before September 1st of each year, Contractor shall file a report with the COR consisting of the vehicle log(s), the vehicle(s) maintenance record, and a general summary of the current condition and use of the vehicle(s) and the current location of the vehicle(s).
9. Contractor shall notify the COR immediately if a vehicle is stolen or otherwise not in Contractor's possession.
10. If Contractor can no longer utilize the vehicle(s) under this Agreement, Contractor shall immediately contact the COR in writing regarding disposition of the vehicle(s). Upon such notification, upon termination of the Agreement, or in conformance with disentanglement requirements, vehicles shall be disposed of as follows:
  - a. The County may, in its sole discretion, request approval from CDA to dispose of the vehicle(s). If written approval from CDA is obtained, the County shall notify Contractor of the approval, and Contractor shall dispose of the vehicle(s) in accordance with CDA, County, and any other applicable legal requirements. Contractor shall provide proper documentation to County of the method of disposal and submit proof of disposal to the COR within five (5) business days of such disposal. Any proceeds (including insurance proceeds) from disposal of the vehicle(s) and/or any refrigeration units affixed to the vehicle(s) shall be provided to the County.
  - b. If, in the County's sole discretion, the vehicle(s) can be utilized by another provider or the County, Contractor shall the transfer ownership the vehicle(s) and any affixed refrigeration units as directed by the County.
11. Contractor shall make the vehicle(s) available for inspection to the County or a County designee.
12. Contractor shall display CDA inventory asset tags as instructed. The inventory asset tags are to remain free of obstruction and, if damaged, Contractor shall notify COR in writing within twenty-four (24) hours to request a replacement for the CDA inventory asset tag.

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**EXHIBIT C – PRICING SCHEDULE**

**COMPENSATION:** The compensation listed below is not designed to fully fund the program. The fixed supplemental rates are developed annually based on funding and determined to offset the cost of providing services. These rates are subject to availability of funding from the State of California, California Department of Aging (CDA) and can change annually. A completed report of actual costs (closeout report) expended shall be submitted at the end of the fiscal year.

**BASE PERIOD February 1, 2020 – June 30, 2020**

<b>Services</b>	<b>Proposed Number of Service Meals</b>	<b>County's Fixed Supplemental Rate</b>	<b>Total</b> (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	<b>Contractor's Match</b> (Multiply the total by 11.11% for total contractor match)
<b>Congregate Meals</b>	25,630	\$4.96	\$127,124.80	\$14,123.57
<b>Home-Delivered Meals</b>	9,863	\$4.76	\$46,947.88	\$5,215.91
<b>Transportation</b> (Number of proposed Congregate Meals)	N/A	N/A	N/A	N/A
<b>Incentive Payments*</b> (Number of proposed Congregate Meals)	25,630	\$0.77	\$19,735.10	N/A
<b>Incentive Payments*</b> (Number of proposed Home-Delivered Meals)	9,863	\$0.68	\$6,706.84	N/A
<b>GRAND TOTAL:</b>			\$200,514.62	\$19,339.47

\*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimates ONLY and may be adjusted based on actual prior year number of meals served.

**1. Cost Reimbursement**

- 1.1. Contractor may be reimbursed for items purchased under this agreement in accordance with SOW paragraph 6.2.3 for One-Time-Only (OTO) Funds.
- 1.2. OTO Funds are based funds received from the State of California. The County cannot guarantee the receipt of the funds and all expenditures must be approved in advance by the County.
- 1.3. Contractor shall procure County approved goods and services through competitive measures further defined in SOW paragraph 6.2.3.
  - 1.3.1. Contractor shall provide a log of purchases made during the billing period and provide with an invoice for reimbursement. Information provided shall include:
    - 1.3.1.1. Description of item purchased
    - 1.3.1.2. Description of competitive measures taken to make said purchase
      - 1.3.1.2.1. Back up documentation providing competitive measures were taken.
    - 1.3.1.3. Total Price of item(s) purchased
    - 1.3.1.4. Date of items(s) purchased

**COUNTY CONTRACT NUMBER 561763  
 AGREEMENT WITH THE CITY OF NATIONAL CITY FOR SENIOR NUTRITION PROGRAM  
 EXHIBIT C – PRICING SCHEDULE**

**OPTION 1 - July 1, 2020 – June 30, 2021**

<b>Services</b>	<b>Proposed Number of Service Meals</b>	<b>County's Fixed Supplemental Rate</b>	<b>Total</b> (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	<b>Contractor's Match</b> (Multiply the total by 11.11% for total contractor match)
<b>Congregate Meals</b>	40,972	\$4.96	\$203,221.12	\$22,577.87
<b>Home-Delivered Meals</b>	17,676	\$4.76	\$84,137.76	\$9,347.71
<b>Transportation</b> (Number of proposed Congregate Meals)	N/A	N/A	N/A	N/A
<b>Incentive Payments*</b> (Number of proposed Congregate Meals)	40,972	\$0.77	\$31,548.44	N/A
<b>Incentive Payments*</b> (Number of proposed Home-Delivered Meals)	17,676	\$0.68	\$12,019.68	N/A
<b>GRAND TOTAL:</b>			<b>\$330,927.00</b>	<b>\$31,925.57</b>

\*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimates ONLY and may be adjusted based on actual prior year number of meals served.

**1. Cost Reimbursement**

- 1.1. Contractor may be reimbursed for items purchased under this agreement in accordance with SOW paragraph 6.2.3 for One-Time-Only (OTO) Funds.
- 1.2. OTO Funds are based funds received from the State of California. The County cannot guarantee the receipt of the funds and all expenditures must be approved in advance by the County.
- 1.3. Contractor shall procure County approved goods and services through competitive measures further defined in SOW paragraph 6.2.3.
  - 1.3.1. Contractor shall provide a log of purchases made during the billing period and provide with an invoice for reimbursement. Information provided shall include:
    - 1.3.1.1. Description of item purchased
    - 1.3.1.2. Description of competitive measures taken to make said purchase
      - 1.3.1.2.1. Back up documentation providing competitive measures were taken.
    - 1.3.1.3. Total Price of item(s) purchased.
    - 1.3.1.4. Date of items(s) purchased.



**COUNTY CONTRACT NUMBER 561763**  
**AGREEMENT WITH THE CITY OF NATIONAL CITY FOR SENIOR NUTRITION PROGRAM**  
**EXHIBIT C – PRICING SCHEDULE**

**OPTION 2 - July 1, 2021 – June 30, 2022**

<b>Services</b>	<b>Proposed Number of Service Meals</b>	<b>County's Fixed Supplemental Rate</b>	<b>Total</b> (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	<b>Contractor's Match</b> (Multiply the total by 11.11% for total contractor match)
<b>Congregate Meals</b>	40,972	\$4.96	\$203,221.12	\$22,577.87
<b>Home-Delivered Meals</b>	17,676	\$4.76	\$84,137.76	\$9,347.71
<b>Transportation</b> (Number of proposed Congregate Meals)	N/A	N/A	N/A	N/A
<b>Incentive Payments*</b> (Number of proposed Congregate Meals)	40,972	\$0.77	\$31,548.44	N/A
<b>Incentive Payments*</b> (Number of proposed Home-Delivered Meals)	17,676	\$0.68	\$12,019.68	N/A
<b>GRAND TOTAL:</b>			<b>\$330,927.00</b>	<b>\$31,925.57</b>

\*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimates ONLY and may be adjusted based on actual prior year number of meals served.

**1. Cost Reimbursement**

- 1.1. Contractor may be reimbursed for items purchased under this agreement in accordance with SOW paragraph 6.2.3 for One-Time-Only (OTO) Funds.
- 1.2. OTO Funds are based funds received from the State of California. The County cannot guarantee the receipt of the funds and all expenditures must be approved in advance by the County.
- 1.3. Contractor shall procure County approved goods and services through competitive measures further defined in SOW paragraph 6.2.3.
  - 1.3.1. Contractor shall provide a log of purchases made during the billing period and provide with an invoice for reimbursement. Information provided shall include:
    - 1.3.1.1. Description of item purchased
    - 1.3.1.2. Description of competitive measures taken to make said purchase
      - 1.3.1.2.1. Back up documentation providing competitive measures were taken.
    - 1.3.1.3. Total Price of items(s) purchased
    - 1.3.1.4. Date of items(s) purchased

**COUNTY CONTRACT NUMBER 561763**  
**AGREEMENT WITH THE CITY OF NATIONAL CITY FOR SENIOR NUTRITION PROGRAM**  
**EXHIBIT C – PRICING SCHEDULE**

**OPTION 3 - July 1, 2022 – June 30, 2023**

<b>Services</b>	<b>Proposed Number of Service Meals</b>	<b>County's Fixed Supplemental Rate</b>	<b>Total</b> (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	<b>Contractor's Match</b> (Multiply the total by 11.11% for total contractor match)
<b>Congregate Meals</b>	40,972	\$4.96	\$203,221.12	\$22,577.87
<b>Home-Delivered Meals</b>	17,676	\$4.76	\$84,137.76	\$9,347.71
<b>Transportation</b> (Number of proposed Congregate Meals)	N/A	N/A	N/A	N/A
<b>Incentive Payments*</b> (Number of proposed Congregate Meals)	40,972	\$0.77	\$31,548.44	N/A
<b>Incentive Payments*</b> (Number of proposed Home-Delivered Meals)	17,676	\$0.68	\$12,019.68	N/A
<b>GRAND TOTAL:</b>			<b>\$330,927.00</b>	<b>\$31,925.57</b>

\*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimates ONLY and may be adjusted based on actual prior year number of meals served.

**1. Cost Reimbursement**

- 1.1. Contractor may be reimbursed for items purchased under this agreement in accordance with SOW paragraph 6.2.3 for One-Time-Only (OTO) Funds.
- 1.2. OTO Funds are based funds received from the State of California. The County cannot guarantee the receipt of the funds and all expenditures must be approved in advance by the County.
- 1.3. Contractor shall procure County approved goods and services through competitive measures further defined in SOW paragraph 6.2.3.
  - 1.3.1. Contractor shall provide a log of purchases made during the billing period and provide with an invoice for reimbursement. Information provided shall include:
    - 1.3.1.1. Description of item purchased
    - 1.3.1.2. Description of competitive measures taken to make said purchase
      - 1.3.1.2.1. Back up documentation providing competitive measures were taken.
    - 1.3.1.3. Total Price of items(s) purchased
    - 1.3.1.4. Date of items(s) purchased

**COUNTY OF SAN DIEGO – DEPARTMENT OF PURCHASING AND CONTRACTING  
AMENDMENT  
CONTRACT 561763, MODIFICATION 10**

Effective Date: Date signed by County of San Diego Department of Purchasing and Contracting

Contractor: City of National City

Agreement Title: Senior Nutrition Program

**Contractor and County of San Diego (“County”) enter into this amendment (“Amendment”) to modify the above-referenced contract (“Agreement”) as described herein.**

1. Agreement Terms and Work:
  - 1.1. The Agreement Terms and Work remain unchanged.
2. Compensation
  - 2.1. Revise Exhibit C – Payment Schedule as follows:
    - 2.1.1. Revise Option 3 – July 1, 2022 to June 30, 2023 table as follows:
      - 2.1.1.1. Increase Proposed Number of Service Meals for Home-Delivered Meals from 17,676 to 19,676; resulting in a Total increase from \$100,753.20 to \$112,153.20 and Contractor’s Match increase from \$11,193.68 to \$12,460.22.
      - 2.1.1.2. Increase Proposed Number of Service Meals for Incentive Payments (Number of proposed Home-Delivered Meals) from 17,676 to 19,676; resulting in a Total increase from \$8,484.48 to \$9,444.48.
      - 2.1.1.3. Increase Grand Total for Total from \$375,555.68 to \$387,915.68.
      - 2.1.1.4. Increase Grand Total for Contractor’s Match from \$37,595.22 to \$38,861.76.
    - 2.1.2. Add Option 4 – July 1, 2023 – December 31, 2023 table pricing.
      - 2.1.2.1. Grand Total for Total in the amount of \$191,800.00.
      - 2.1.2.2. Grand Total for Contractor’s Match in the amount of \$19,220.30.
  - 2.2. As a result of this Amendment, Contractor’s compensation is increased by an amount of \$12,360.00 for Option Year 3 and increased by an amount of \$191,800.00 for Option Year 4 (July 1, 2023 – December 31, 2023), resulting in a new Maximum Agreement Amount of \$1,879,930.27.
  - 2.3. Revised Exhibit C - Payment Schedule marked Modification 10 are attached.
3. Term of Agreement:
  - 3.1. The County hereby extends the contract term for six (6) additional months through December 31, 2023 pursuant to Options to Extend For One to Six Additional Months at End of Agreement.

**All other terms and conditions remain in effect.**

IN WITNESS WHEREOF, County and Contractor have executed this Amendment effective as of the Effective Date set forth above. This Amendment is not valid unless signed by Contractor and County Contracting Officer. The person(s) signing this Agreement for Contractor represent(s) and warrant(s) that they are duly authorized to bind Contractor and have the legal capacity to execute and deliver this Agreement.

**CONTRACTOR:**

By:

Name:

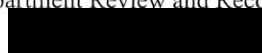
Title:

Email:

Date:

**COUNTY OF SAN DIEGO:**

Department Review and Recommended Approval:

By:   
[Jana Jordan \(May 31, 2023 16:48 PDT\)](#)

Name: Jana Jordan

Title: Chief, Agency Operations

Dept. Aging & Independence Services

Date: May 31, 2023

**APPROVED:**

JOHN M. PELLEGRINO, Director

Department of Purchasing and Contracting

By electronically signing this document, all parties accept the use of electronic signatures.

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAQMS3pVWVejZWNvIP2YV\_d1\_eEEffle\_2

By:

Name:

Title:

Date:

**COUNTY CONTRACT NUMBER 561763 MODIFICATION 10**  
**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY**  
**AGREEMENT WITH CITY OF NATIONAL CITY FOR**  
**SENIOR NUTRITION PROGRAM**  
**EXHIBIT C – PAYMENT SCHEDULE**

1. **COMPENSATION:** The compensation listed below is not designed to fully fund the program. The fixed supplemental rates are developed annually based on funding and determined to offset the cost of providing services. These rates are subject to availability of funding from the State of California, California Department of Aging (CDA) and can change annually. A completed report of actual costs (closeout report) expended shall be submitted at the end of the fiscal year.

**BASE PERIOD February 1, 2020 – June 30, 2020**

Services	Proposed Number of Service Meals	County's Fixed Supplemental Rate	Total (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	Contractor's Match (Multiply the total by 11.11% for total contractor match)
<b>Congregate Meals</b>	25,630	\$4.96	\$127,124.80	\$14,123.57
<b>Home-Delivered Meals</b>	9,863	\$4.76	\$46,947.88	\$5,215.91
<b>Transportation</b> (Number of proposed Congregate Meals)	N/A	N/A	N/A	N/A
<b>Incentive Payments*</b> (Number of proposed Congregate Meals)	25,630	\$0.77	\$19,735.10	N/A
<b>Incentive Payments*</b> (Number of proposed Home-Delivered Meals)	9,863	\$0.68	\$6,706.84	N/A
<b>GRAND TOTAL:</b>			\$200,514.62	\$19,339.47

\*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimates ONLY and may be adjusted based on actual prior year number of meals served.

**OPTION 1 - July 1, 2020 – June 30, 2021**

Services	Proposed Number of Service Meals	County's Fixed Supplemental Rate	Total (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	Contractor's Match (Multiply the total by 11.11% for total contractor match)
<b>Congregate Meals</b>	40,972	\$5.23	\$214,283.56	\$23,806.90
<b>Home-Delivered Meals</b>	17,676	\$4.89	\$86,435.64	\$9,603.00
<b>Transportation</b> (Number of proposed Congregate Meals)	N/A	N/A	N/A	N/A
<b>Incentive Payments*</b> (Number of proposed Congregate Meals)	40,972	\$0.67	\$27,451.24	N/A

**COUNTY CONTRACT NUMBER 561763 MODIFICATION 10  
COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY  
AGREEMENT WITH CITY OF NATIONAL CITY FOR  
SENIOR NUTRITION PROGRAM  
EXHIBIT C – PAYMENT SCHEDULE**

<b>Incentive Payments*</b> (Number of proposed Home-Delivered Meals)	17,676	\$0.72	\$12,726.72	N/A
<b>GRAND TOTAL:</b>			\$340,897.16	\$33,409.90

\*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimates ONLY and may be adjusted based on actual prior year number of meals served.

**OPTION 2A - July 1, 2021 – December 31, 2021**

<b>Services</b>	<b>Service Meals Claimed through 12/31/2021</b>	<b>County's Fixed Supplemental Rate</b>	<b>Total</b> (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	<b>Contractor's Match</b> (Multiply the total by 11.11% for total contractor match)
<b>Congregate Meals</b>	6,011	\$5.23	\$31,437.53	\$3,492.71
<b>Home-Delivered Meals</b>	5,683	\$4.89	\$27,789.87	\$3,087.45
<b>Transportation</b> (Number of proposed Congregate Meals)	N/A	N/A	N/A	N/A
<b>Incentive Payments*</b> (Number of proposed Congregate Meals)	6,011	\$0.67	\$4,027.37	N/A
<b>Incentive Payments*</b> (Number of proposed Home-Delivered Meals)	5,683	\$0.72	\$4,091.76	N/A
<b>GRAND TOTAL:</b>			\$67,346.53	\$6,580.16

\*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimates ONLY and may be adjusted based on actual prior year number of meals served.

**OPTION 2B - January 1, 2022 – June 30, 2022**

<b>Services</b>	<b>Proposed Number of Service Meals</b>	<b>County's Fixed Supplemental Rate</b>	<b>Total</b> (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	<b>Contractor's Match</b> (Multiply the total by 11.11% for total contractor match)
<b>Congregate Meals</b>	34,961	\$5.49	\$191,935.89	\$21,324.08
<b>Home-Delivered Meals</b>	11,993	\$5.13	\$61,524.09	\$6,835.33
<b>Transportation</b> (Number of proposed Congregate Meals)	N/A	N/A	N/A	N/A

**COUNTY CONTRACT NUMBER 561763 MODIFICATION 10  
COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY  
AGREEMENT WITH CITY OF NATIONAL CITY FOR  
SENIOR NUTRITION PROGRAM  
EXHIBIT C – PAYMENT SCHEDULE**

<b>Incentive Payments*</b> (Number of proposed Congregate Meals)	34,961	\$0.70	\$24,472.70	N/A
<b>Incentive Payments*</b> (Number of proposed Home-Delivered Meals)	11,993	\$0.76	\$9,114.68	N/A
<b>GRAND TOTAL:</b>			\$287,047.36	\$28,159.41

\*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimates ONLY and may be adjusted based on actual prior year number of meals served.

**OPTION 3 - July 1, 2022 – June 30, 2023**

<b>Services</b>	<b>Proposed Number of Service Meals</b>	<b>County's Fixed Supplemental Rate</b>	<b>Total</b> (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	<b>Contractor's Match</b> (Multiply the total by 11.11% for total contractor match)
<b>Congregate Meals</b>	40,972	\$5.80	\$237,637.60	\$26,401.54
<b>Home-Delivered Meals</b>	19,676	\$5.70	\$112,153.20	\$12,460.22
<b>Transportation</b> (Number of proposed Congregate Meals)	N/A	N/A	N/A	N/A
<b>Incentive Payments*</b> (Number of proposed Congregate Meals)	40,972	\$0.70	\$28,680.40	N/A
<b>Incentive Payments*</b> (Number of proposed Home-Delivered Meals)	19,676	\$0.48	\$9,444.48	N/A
<b>GRAND TOTAL:</b>			\$387,915.68	\$38,861.76

\*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimates ONLY and may be adjusted based on actual prior year number of meals served.

**OPTION 4 – July 1, 2023 – December 31, 2023**

<b>Services</b>	<b>Proposed Number of Service Meals</b>	<b>County's Fixed Supplemental Rate</b>	<b>Total</b> (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	<b>Contractor's Match</b> (Multiply the total by 11.11% for total contractor match)
<b>Congregate Meals</b>	20,000	\$5.80	\$116,000.00	\$12,887.60
<b>Home-Delivered Meals</b>	10,000	\$5.70	\$57,000.00	\$6,332.70

**COUNTY CONTRACT NUMBER 561763 MODIFICATION 10**  
**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY**  
**AGREEMENT WITH CITY OF NATIONAL CITY FOR**  
**SENIOR NUTRITION PROGRAM**  
**EXHIBIT C – PAYMENT SCHEDULE**

<b>Transportation</b> (Number of proposed Congregate Meals)	N/A	N/A	N/A	N/A
<b>Incentive Payments*</b> (Number of proposed Congregate Meals)	20,000	\$0.70	\$14,000.00	N/A
<b>Incentive Payments*</b> (Number of proposed Home-Delivered Meals)	10,000	\$0.48	\$4,800.00	N/A
<b>GRAND TOTAL:</b>			\$191,800.00	\$19,220.30

\*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimates ONLY and may be adjusted based on actual prior year number of meals served.

**2. Cost Reimbursement**

- 2.1. Contractor may be reimbursed for items purchased under this agreement in accordance with SOW paragraph 6.2.3 for One-Time-Only (OTO) Funds.
- 2.2. OTO Funds are based funds received from the State of California. The County cannot guarantee the receipt of the funds and all expenditures must be approved in advance by the County.
- 2.3. Contractor shall procure County approved goods and services through competitive measures further defined in SOW paragraph 6.2.3.
  - 2.3.1. Contractor shall provide a log of purchases made during the billing period and provide with an invoice for reimbursement. Information provided shall include:
    - 2.3.1.1. Description of item purchased.
    - 2.3.1.2. Description of competitive measures taken to make said purchase.
      - 2.3.1.2.1. Back up documentation providing competitive measures were taken.
    - 2.3.1.3. Total Price of items(s) purchased.
    - 2.3.1.4. Date of items(s) purchased.

**RESOLUTION NO. 2023 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO COUNTY CONTRACT 561763 EXTENDING THE CONTRACT TERM FOR SIX (6) ADDITIONAL MONTHS THROUGH DECEMBER 31, 2023.**

**WHEREAS**, the George H. Waters Nutrition Program provides thousands of healthy congregate and home-delivered meals to our local seniors every year; and

**WHEREAS**, the City of National City previously entered into an agreement with the County of San Diego in order to receive subsidized funding for the meals served to our local senior population; and

**WHEREAS**, said agreement has a termination date of June 30, 2023 with an option to extend for up to an additional six months; and

**WHEREAS**, the County of San Diego has exercised the option to extend the contract term for six (6) additional months through December 31, 2023; and

**WHEREAS**, the County of San Diego has made additional funding available to the City of National City through this amendment for FY23 and will provide \$191,800 for the first six months of FY24 based on the estimated number of meals to be served.

**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 an Amendment to County Contract 561763 extending the contract term for six (6) additional months through December 31, 2023.

**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.



Resolution No. 2023 –  
Page Two

**PASSED and ADOPTED this 20th 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 20, 2023  
**Approved by:** Armando Vergara, Interim City Manager

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**SUBJECT:**

Approval of Agreement Between the City of National City and the National City Host Lions Club

**RECOMMENDATION:**

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Enter into an Agreement with the National City Host Lions Club in the Not-to-Exceed Amount of \$7,750 to Facilitate the Fourth of July Carnival from Friday, June 30, 2023 to Tuesday, July 4, 2023."

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**

Not Applicable.

**EXPLANATION:**

The National City Host Lions Club is hosting its 78th annual 4th of July Carnival from June 30th – July 4th. The organization had been part of National City for over 75 years. The organization has been dedicated to improving the lives of our residents since its charter was established in 1944 and has provided vision exams and eyeglasses through OneSight Visions Clinic for thousands of local youth over the years. Its main fundraiser to provide this service for the community is the Fourth of July Carnival.

Last year, on May 17, 2022, the City approved a donation in the amount of \$7,750 that augmented a wonderful carnival for our residents. However, due to the rising cost of goods and services, the organization is requesting sponsorship from the City beyond the co-sponsor waiver that was provided to facilitate the return of the carnival and assist in making the carnival a vibrant and exciting event.

Staff recommends entering into an agreement with the National City Host Lions Club. This fundraiser is vital for the continued public benefit to our residents through the OneSight Vision Clinic. A donation request letter from the Lions Club was received and is attached.

**FINANCIAL STATEMENT:**

Adoption of the resolution authorizes the expenditure of \$7,750 to support the NC Host Lions Club's annual Fourth of July Carnival. Funding is available within the existing appropriations in the General Fund's Non-departmental budget unit.

**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 - Short Form Services Agreement with National City Host Lions Club

Exhibit B - National City Host Lions Club Donation Request Letter

Exhibit C - Resolution

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

THIS AGREEMENT is entered into is entered into this 20th day of June 2023, by and between the CITY OF NATIONAL CITY, a municipal corporation (“CITY”), and NATIONAL CITY HOST LIONS CLUB, a service organization (“CONTRACTOR”).

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

1. **Description of Services.** CONTRACTOR shall provide services as outlined in attached Temporary Use Permit, Exhibit “A,” for a July 4<sup>th</sup> Carnival and Fireworks event to take place from June 30, 2023 to July 4, 2023.

2. **Length of Agreement.** This Agreement shall not become effective and binding until fully executed by both the CITY and CONTRACTOR. The duration of this Agreement is from the effective date through July 5, 2023.

3. **Compensation.** The total compensation to CONTRACTOR for providing the services set forth herein shall not exceed a one-time cost of \$7,750.

4. **Payment Schedule.** CITY will make payment within thirty (30) days of signing agreement. If services are not provided as outlined in Exhibit A, CONTRACTOR will reimburse CITY \$7,750 within thirty (30) days.

5. **Termination.** CITY may terminate this Agreement at any time by providing one (1) day’s written notice to CONTRACTOR.

6. **Independent Contractor.** It is agreed that CONTRACTOR is an independent Contractor, and all persons working for or under the direction of CONTRACTOR are CONTRACTOR’S agents, servants, and employees, and said persons shall not be deemed agents, servants, or employees of CITY.

7. **Insurance.** CONTRACTOR shall obtain:

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

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

C. Commercial General Liability Insurance, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate 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, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY’s Risk Manager, at the address listed in subsection G below, of cancellation or material change.

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

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

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

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

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

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

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

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

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

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

9. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

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

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

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

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

10. **Acceptability of Work.** The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance, and/or the compensation payable to the CONTRACTOR.

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

12. **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.

13. **Administrative Provisions.**

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

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

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

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

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

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

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

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

I. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any legal action arising under this Agreement shall be in either state or federal court in the County of San Diego, State of California. The CONTRACTOR shall comply with all laws, including federal, state, and local laws, whether now in force or subsequently enacted.

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

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

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

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONTRACTOR identified in this Agreement. The CONTRACTOR shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY. In the event any portion of the work under this Agreement is subcontracted, the subcontractor(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 7 and the indemnification and hold harmless provision of Section 8 of this Agreement.

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

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

**CITY OF NATIONAL CITY**

**NATIONAL CITY HOST LIONS CLUB**

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

By: \_\_\_\_\_  
Armando Vergara, Acting City Manager

By: \_\_\_\_\_  
(Name)  
(Title)

Date: \_\_\_\_\_

Date: 6-5-23

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
(Name)  
(Title)

By: \_\_\_\_\_  
Barry J. Schultz, City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTACT INFORMATION**

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

**NATIONAL CITY HOST LIONS CLUB**  
P.O. Box 965  
National City CA 91951

Phone: (619) 470-5882  
Fax:  
Contact: Joyce Ryan  
Title: Library & Community Services  
Director  
Dep.: Library & Community Services  
Email: jryan@nationalcityca.gov

Phone: (619) 962-9950  
Fax:  
Contact: Brian Clapper  
Title: Chairman  
Email: bclapper51@gmail.com  
Taxpayer I.D. No.: 36-1263962

EXHIBIT A



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

Special Event Application

Type of Event

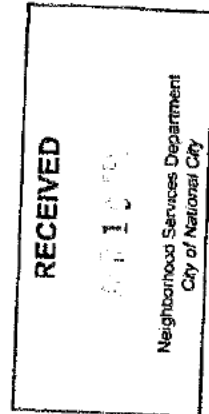
- Fair/Festival [checked] Parade/March [ ] Walk or Run [ ] Concert/Performance [ ]
TUP [checked] Sporting Event [ ] Other (specify) [ ]

Event Name & Location

Event Title National City Host Lions 76th Annual 4th of July Carnival
Event Location (list all sites being requested) Kirnball Park

Event Times

Set-Up Starts Date 6/27/2023 Time 7:00am Day of Week Tuesday
Event Starts Date 6/30/2023 Time 5:00pm Day of Week Friday
Event Ends Date 7/4/2023 Time 12:00pm 11:59 PM Day of Week Tuesday
Breakdown Ends Date 7/5/2023 Time 7:00am-5:00pm Day of Week Wednesday



Applicant Information

Applicant (Your name) Brian Clapper Sponsoring Organization NC Host Lions Club
Event Coordinator (if different from applicant) Brian Clapper / Mike Cary (619) 929-2860
Mailing Address 113 Belmont Avenue National City, CA 91950
Day Phone (619) 962-9950 After Hours Phone same Cell same Fax N/A
Public Information Phone (619) 962-9950 E-mail BCLAPPER51@gmail.com

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

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

Signature of Applicant: [Signature] Date 4-18-2023



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

- Checked: Fair/Festival, TUP
Unchecked: Parade/March, Walk or Run, Concert/Performance, Sporting Event, Other (specify)

Event Name & Location

Event Title: National City Host Lions 76th Annual 4th of July Carnival
Event Location: Kimball Park

Event Times

Set-Up Starts: Date 6/27/2023, Time 7:00am, Day of Week Tuesday
Event Starts: Date 6/30/2023, Time 5:00pm, Day of Week Friday
Event Ends: Date 7/4/2023, Time 12:00pm, Day of Week Tuesday
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Applicant Information

Applicant (Your name): Brian Clapper
Sponsoring Organization: NC Host Lions Club
Event Coordinator (if different from applicant): Brian Clapper / Mike Cary (619) 829-2860
Mailing Address: 113 Belmont Avenue National City, CA 91950
Day Phone: (619) 962-9950
After Hours Phone: same
Cell: same
Fax: N/A
Public Information Phone: (619) 962-9950
E-mail: BCLAPPER51@gmail.com

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

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

Signature of Applicant: [Redacted Signature] Date: 4-18-2023

## 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.

\$ 40,000.00 Estimated Expenses for this event.

\$ 15,000.00 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

### Description of Event

First time event  Returning Event  include site map with application

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

The National City Host Lions Club will sponsor the annual Independence Day

Carnival and fireworks in Kimball Park from Friday June 30th through Tuesday

July 4th. This event will include carnival rides, food booths, carnival games

talent shows, youth activities and community displays.

### Estimated Attendance

Anticipated # of Participants: 300 Anticipated # of Spectators: 25,000

**Traffic Control, Security, First Aid and Accessibility**

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

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

D Ave between 12th street and 16th Street

Date and time of street closure: 6/27/2023 7am Date and time of street reopening: 7/06//2023 5pm

Other (explain) \_\_\_\_\_

Requesting to post "no parking" notices? Yes  No

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

Other (explain) \_\_\_\_\_

**Security and Crowd Control**

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

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

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

Yes  No  If YES, name and address of Security Organization National City Police Dept  
1200 National City Blvd.

Security Director (Name): Police Chief Phone: (619)336-4411

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: \_\_\_\_\_

City Lighting will be provided. Christiansen Amusements, Inc to provide additional Lighting as required

**First Aid**

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

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

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

**Accessibility**

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

Lions Club to utilize access facilities provided by the City, Lions to provide

ADA approved PORT-A-POTTIES.

**Elements of your Event**

Setting up a stage? Yes  No

Requesting City's PA system

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

Applicant providing own stage ▶ \_\_\_\_\_(Dimensions)

**Setting up canopies or tents?**

15 \_\_\_\_\_ # of canopies size 10x10 \_\_\_\_\_

15 \_\_\_\_\_ # of tents size 10x10 \_\_\_\_\_

No canopies/tents being set up

**Setting up tables and chairs?**

Furnished by Applicant or Contractor

20 \_\_\_\_\_ # of tables  No tables being set up

20 \_\_\_\_\_ # of chairs  No chairs being set up

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

\_\_\_\_\_ # of tables  No tables being set up

\_\_\_\_\_ # of chairs  No chairs being set up

Contractor Name \_\_\_\_\_

Contractor Contact Information \_\_\_\_\_  
Address City/State Phone Number

**Setting up other equipment?**

Sporting Equipment (explain) \_\_\_\_\_

Other (explain) \_\_\_\_\_

Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes  No

PA System for announcements  CD player or DJ music

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

Other (explain) \_\_\_\_\_

If using live music or a DJ. ▶ Contractor Name \_\_\_\_\_

▶ \_\_\_\_\_  
Address City/State Phone Number

Using lighting equipment at your event? Yes  No

Bringing in own lighting equipment

Using professional lighting company ▶ Company Name \_\_\_\_\_

Address

City/State

Phone Number

Using electrical power? Yes  No

Using Kimball Park Bowl  
Lighting (from 7am to 12pm)

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 ▶ # <sup>15</sup> \_\_\_\_\_ ▶ Business License # \_\_\_\_\_ Issued by City

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

To be prepared in accordance with City, Fire and County Health Regulations.

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

GAS  ELECTRIC  CHARCOAL  OTHER (Specify): \_\_\_\_\_

Vendors bringing pre-packaged food ▶ # <sup>12</sup> \_\_\_\_\_ ▶ Business License # \_\_\_\_\_ Issued by City

Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # <sup>1</sup> \_\_\_\_\_

Vendors selling food # <sup>15</sup> \_\_\_\_\_ ▶ Business License #(s) \_\_\_\_\_ Issued by City

Vendors selling merchandise # <sup>12</sup> \_\_\_\_\_ ▶ Business License #(s) \_\_\_\_\_ Issued by City

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

Vendors selling services # \_\_\_\_\_ ▶ Business License #(s) \_\_\_\_\_

▶ Explain services \_\_\_\_\_

Vendors passing out information only (no business license needed) # <sup>6</sup> \_\_\_\_\_

▶ Explain type(s) of information City Issued info, NC Chamber info

No selling or informational vendors at event



Having children activities? Yes  No

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

Inflatable bouncer house # \_\_\_\_\_  Rock climbing wall Height \_\_\_\_\_

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

Carnival Rides \_\_\_\_\_  Other Watermelon eating contest and kids game

Having fireworks or aerial display? Yes  No

Vendor name and license # Fireworks America

Dimensions 27.5 inches to 4 inches Duration 14.2 Minutes to 23.5 Minutes

Number of shells 1712 Max. size 4 inches

**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 \_\_\_\_\_

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

Yes, we will have banners # \_\_\_\_\_

What will signs/banners say? \_\_\_\_\_

How will signs/banners be anchored or mounted? \_\_\_\_\_

Location of banners/signage \_\_\_\_\_

**Waste Management**

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

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

If yes, please identify the following:

▶ Total number of portable toilets: 26

▶ Total number of ADA accessible portable toilets: 2

Contracting with portable toilet vendor. ▶ Diamond

▶ Load-in Day & Time 6/29/2023 ▶ Load-out Day & Time 7/5/2023  
Company Phone

Portable toilets to be serviced. ▶ Time Daily, AM

**Set-up, Breakdown, Clean-up**

**Setting up the day before the event?**

Yes, will set up the day before the event. ▶ # of set-up day(s) 3

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) <sup>4</sup> \_\_\_\_\_
- 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:

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**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>National City Host 4th of July Carnival</u>	
Event Address: <u>Kimball Park, 12th and D Avenue</u>	Expected # of Attendees: <u>25,000</u>
Event Host/Coordinator: <u>Brian Clapper</u>	Phone Number: <u>(619) 962-9950</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>2</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Will enough recycling bins provided for the event? Provide number of recycle bins: <u>8</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do all storm drains have screens to temporarily protect trash and debris from entering?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are spill cleanup kits readily available at designated spots?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

# City of National City

## PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

Organization: National City Host Lions Club

Person in Charge of Activity: Brian Clapper

Address: 113 N Belmont Avenue, National City, CA 91950

Telephone: (619) 962-9950 Date(s) of Use: 6/27/2023-7/5/2023

### HOLD HARMLESS AGREEMENT

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

Signature of Applicant: 

Official Title: Chairmen Date: 4-18-2023

For Office Use Only

Certificate of Insurance Approved \_\_\_\_\_ Date \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/13/2023

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  DSP Insurance Services, Inc. 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	CONTACT NAME: John Adams PHONE (A/C, Ho, Ext): 1-800-316-6705 E-MAIL ADDRESS: lionsclubs@dspins.com	FAX (A/C, No): 847-934-6186
	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

INSURED  
  
 National City Host Lions  
 National City, California

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.

INSURANCE TYPE	TYPE OF INSURANCE	ADDL (SUBR INSR) (LWD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		HDD G47352241	09/01/2022	09/01/2023	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Agg. Per Named Insured is \$2,000,000					PERSONAL & ADV INJURY \$ 1,000,000
GENL. AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$ 10,000,000
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO.JECT	<input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY		ISA H10761220	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB						EACH OCCURRENCE \$
EXCESS LIAB						AGGREGATE \$
DED. RETENTIONS						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER
ANY PROPRIETOR/PARTNER/EXECUTIVE OR MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						Y/N N/A
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$


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

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: Annual 4th of July Carnival 2023

The following persons or organizations granting use of real property, including structures thereon are included as Additional Insured(s), but only with respect to General Liability arising out of the use of premises by the insured shown above and not out of the sole negligence of said additional insured.

\*\*\* City of National City \*\*\*

PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

CERTIFICATE HOLDER  City of National City c/o Risk Manager 1243 National City Blvd. National City, California 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 

© 1988-2015 ACORD CORPORATION. All rights reserved.

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

Named Insured The International Association of Lions Clubs			Endorsement Number 23
Policy Symbol HDO	Policy Number G47352241	Policy Period 09/01/2022-09/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Name of Person or Organization: City of National City, 1243 National City Blvd., National City, California 91950

Persons or Organizations granting use of real property, including structures thereon, to a named insured.

- A. WHO IS AN INSURED (Section II) is amended to include as an additional insured the person or organization shown in the Schedule, but only with respect to liability arising out of your operations or premises owned by, used by or rented to you.

However:

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

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

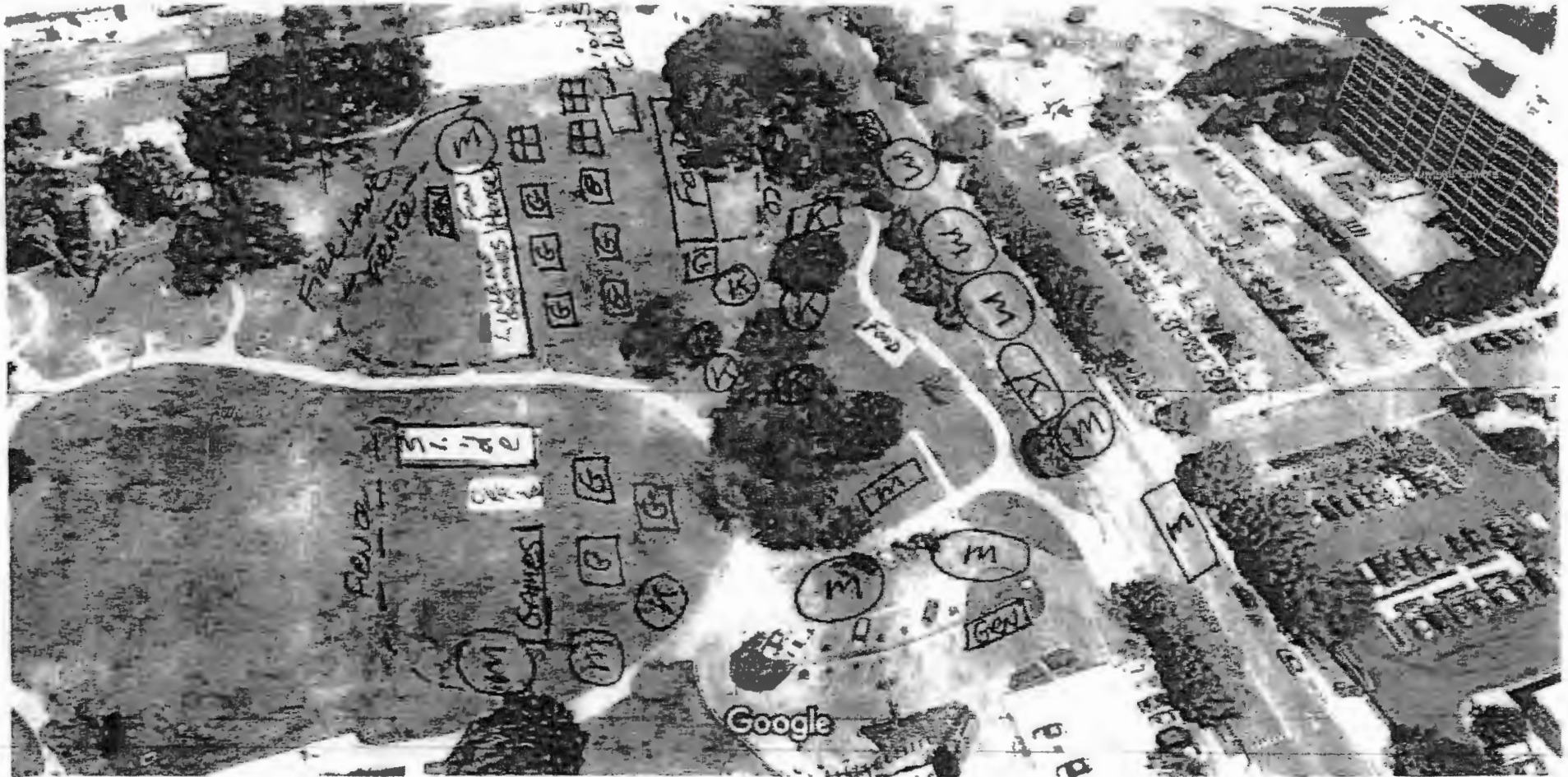
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This insurance does not apply to:

1. Any "occurrence" which takes place after the named insured ceases to have use of said premises or above items.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization as described above.
3. Liability out of the sole negligence of the additional insured.

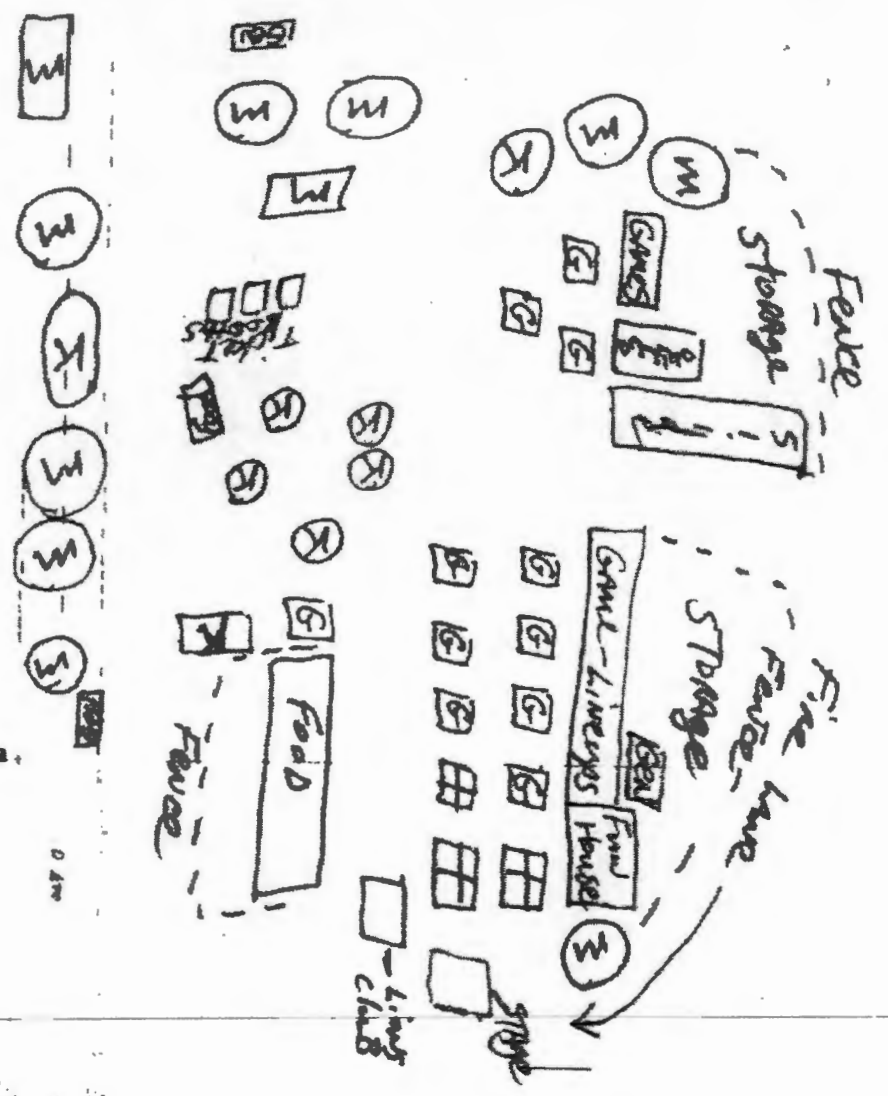
Google Maps Kimball Park



Imagery ©2019 Google, Map data ©2019 Google 50 ft

- M = MAJOR RIDE
- K = Kiddie Ride
- G = GAMES
- ☐ = LIONS Booths





# 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** NATIONAL CITY HOST LIONS CLUB  
**Business Location** 140 E 12TH ST  
NATIONAL CITY, CA 91950-3316  
**Business Owner(s)** AJ PIERANGELO  
BRIAN CLAPPER

**Business Type** Exempt / Non-Profit  
**Account Number** 09000071  
**Effective Date** January 01, 2023  
**Expiration Date** December 31, 2023

NATIONAL CITY HOST LIONS CLUB  
PO BOX 986  
NATIONAL CITY, CA 91951

  
City Manager

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

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**

NATIONAL CITY HOST LIONS CLUB

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

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

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

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

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



BUSINESS TAX SUPPORT CENTER  
8839 N CEDAR AVE #212  
FRESNO, CA 93720-1832



## City of National City BUSINESS TAX CERTIFICATE

NATIONAL CITY HOST LIONS CLUB  
PO BOX 986  
NATIONAL CITY, CA 91951

**Account Number:** 09000071  
**Date of Issue:** 01/01/2023



**CITY OF NATIONAL CITY**  
**FIRE DEPARTMENT**  
 1243 National City Blvd.  
 National City, CA 91950-4301  
 Phone (619) 336-4550 Fax (619) 336-4562

Fire/Police Knox \_\_\_\_\_  
 Opticom \_\_\_\_\_  
 Alarm \_\_\_\_\_  
 Sprinkler \_\_\_\_\_  
 Private Hydrant

**Business Fire Safety Inspection**

Business Name & Address: BUNTA PARADISE LLC 3131 CALLE ABASO Phone: 475-1800  
 Owner of Business & Address: 3131 VALLEY ROAD Phone: \_\_\_\_\_  
 Owner of Building & Address: \_\_\_\_\_ City Class: R  
 Person to notify in case of Emergency: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Violation(s): Business Lic. / Permits / NCMC 6.04.260 / CFC 105: Yes No Quarter: H

mailed  
4/19/23  
-SR

<b>1. Access:</b>	
( ) a. Street numbers: must be visible from the street: 4" / 6" / 8" / 10" in height, and in contrasting color.	CFC 505.1
( ) b. Eliminate fire protection equipment obstructions in front of pull stations, sprinkler risers, inspector's test valves, post indicator valves, OS&Y valves, fire hydrants, fire extinguishers, etc.	CFC 507.5.4 / 509.2 906.6
<b>2. Exits:</b>	
( ) a. Exit doors and sashes must remain unobstructed at all times: 36" or 44" widths.	CFC 1031.1010
( ) b. Exits must open from inside without key or any special knowledge.	CFC 1030.1.9
( ) c. Exit signs: provide exit signs to indicate exit path, minimum 6" letters with 1/2" stroke, illuminated, green (per National City Ordinance 18.28.100).	CFC 1013
( ) d. Self-closing doors: adjust/repair doors properly, do not prop fire-rated doors open.	CFC 703.2.2
( ) e. Exit signs concealment and obstructions: exit signs shall be visible at all times.	CFC 1013.1
<b>3. Fire Protection Systems:</b>	
( ) a. Storage: no storage is permitted closer than 24" below the ceiling (18" below sprinkler hoods).	CFC 315.3.1
( ) b. Lockout control valves: all control valves must be locked in the open position.	CFC 901.6.3
( ) c. Replica missing/damaged components: replace: sprinkler box, spare sprinklers, wrench, FDC caps, escutcheon plates.	CFC 901.4.3
( ) d. Hood system service: hood extinguishing systems must be serviced semi-annually by a State Fire Marshal licensed technician.	CFC 904.12.6.3
( ) e. Kitchen hoods: grease filters must be in place before cooking; filters, fans, ducts, etc., must be kept clean.	CFC 904
( ) f. Sprinkler system: fire sprinkler system is due for its 5-year certification.	CFC 901
( ) g. Service extinguisher(s): State Fire Marshal licensed service required: annual / after use / gauge in red.	CFC 906.2
( ) h. Provide an extinguisher: provide _____ extinguisher(s) with a minimum rating of 2A10BC/40BC/K-Type.	CFC 906
( ) i. Mount extinguisher(s) in a visible location between 3' to 5' from floor to top of extinguisher.	CFC 906.7
( ) j. Spray booth is due for semi-annual service.	CFC 904.5 / 904.6
<b>4. Electrical:</b>	
( ) a. Discontinue the use of extension cords / temporary (90 days) use only.	CFC 605.5 / 605.9
( ) b. Discontinue the use of multi-plug adapters - provide permanent outlets.	CFC 605.4
( ) c. Remove power cords running through ceilings, walls, doorways.	CFC 605.5
( ) d. Repair damaged cords: replace entire cord with appropriate capacity (splicing prohibited), repair damaged plug.	CFC 605.5.3
( ) e. Repair damaged or missing components: electrical outlets, junction box plates, light switch cover plates.	CFC 605.6
( ) f. Circuit breaker: install blanks for missing circuit breakers.	CFC 605.1
( ) g. Circuit breaker identification: identify each circuit breaker and door to electrical room.	CFC 605.3.1
( ) h. Circuit panel clearance: maintain a clearance of 30" width and 78" height with a clear access to aisle.	CFC 605.3
( ) i. Permanent electrical must be repaired by a licensed electrician under permit.	CFC 605.1
( ) j. No storage shall be allowed in electrical, mechanical, boiler, or panel rooms. Maintain minimum 30" clearance around water heaters.	CFC 315.3.3 / 605.3
<b>5. General Fire Safety:</b>	
( ) a. Improve housekeeping: maintain storage in a neat and orderly manner.	CFC 915
( ) b. Compressed gas: gas cylinders must be secured at all times whether they are empty or full.	CFC 3104.3.3
( ) c. Flame resistance: fabric of temporary membrane structures, tents, canopies, tarps, curtains, and decorative material shall be composed of flame resistant materials or shall be treated with a flame retardant.	CFC 3104.3 / 907
( ) d. Restore fire resistive construction: patch all holes in walls and/or ceilings throughout building.	CFC 701.1
( ) e. City tags and similar materials must be stored in metal or other approved containers.	CFC 3043.1
( ) f. Stairway storage: discontinue combustible storage in and/or under stairways.	CFC 3153.3
<b>6. Flammable Liquids:</b>	
( ) a. Storage: remove flammable liquids not stored in original containers or approved safety cans, i.e., gasoline. All hazardous materials must be properly labeled per current edition of CFC.	CFC 5004
( ) b. Flammable liquids cabinet: any flammable or combustible liquid(s) combined over _____ gallons must be stored in a flammable liquids cabinet. The flammable liquids cabinet must be in accordance with current edition of CFC.	CFC 5701.1

Other Violation(s) Noted: PROVIDE ANNUAL PRIVATE FIRE HYDRANT REPORT TO THE FIRE DEPT.

A \$353.00 fee may be assessed for non-compliance of the above violation(s): \_\_\_\_\_  
 Person Contacted: DANIELA SAWYER Title: MANAGER  
 Inspector: J. ESPIRITU Today's Date: 4-13-2023 Correction shall be made by: 4-20-2023  
 Type of Inspection: New Business \_\_\_\_\_ Annual X Complaint \_\_\_\_\_ Other \_\_\_\_\_  
 Re-inspection made on: \_\_\_\_\_ Phone contact made on: \_\_\_\_\_ by \_\_\_\_\_

When the above listed violations have been corrected, sign in the space provided and return this copy to the National City Fire Department. This copy should be received by the National City Fire Department by 4-20-2023  
 I hereby certify and attest the above violations have been corrected:  
 Signature: \_\_\_\_\_ Date Signed: 4-19-23  
 CRN 162 (Rev. 0/18)

STATE OF CALIFORNIA  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF CODES AND STANDARDS



**PRIVATE FIRE HYDRANT TEST AND CERTIFICATION REPORT**  
ALL PARKS MUST RETURN THIS FORM TO THE ENFORCEMENT AGENCY FOR THE PARK  
(SEE THE REVERSE SIDE FOR INSTRUCTIONS ON COMPLETING THIS FORM)

**Part 1 - IDENTIFICATION**

Park Name: Bonita Paradise LLC Mobile Park Park ID# 37-0717  
Park Address: 3131 Valley Road  
City National City CA ZIP 91950  
Park Operator Name Professional Business Solutions Phone Number (619) 380-0505  
Park Operator Address and City 11850 Highway 67, Lakeside, CA 92040

**Part 2 - CERTIFICATION EXCEPTIONS - You do not need certification, but must complete this section if any of the following applies**

- Hydrants are publicly owned and maintained - Water Company Name \_\_\_\_\_
- No hydrants and park was built before September 1, 1968 - List Date of Construction     /    /
- No hydrants and park has 14 or less total lots - Enter Number of Lots \_\_\_\_\_
- No private hydrants and park was built after September 1, 1968 (Specific exception at the time of construction.)

**Part 3 - ANNUAL FIRE HYDRANT OPERATION TEST**

(Standpipes are considered hydrants for these requirements)

(Initial verification in the appropriate column)

	YES	NO	CORRECTED
1 Hydrant stems and valves operate fully, freely, and are properly lubricated	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 All hydrant threads and caps are undamaged	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 Where subject to vehicular damage, hydrants are physically protected.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 Around all hydrants is a minimum of 36 inches of unobstructed access	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. All hydrants outlets are 14 inches to 24 inches above grade. (Standpipe outlets need not be a specific height, but must be readily accessible)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 Each hydrant is clearly identified or marked	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Each 1 1/4 -inch hydrant has an approved hose in a marked enclosure	<input type="checkbox"/> N/A	<input type="checkbox"/>	<input type="checkbox"/>

All "NO" answers are violations and will prohibit the issuance of the park Permit to Operate.

**Verification:**

I verify under penalty of perjury that either this park is exempt from testing requirements or the hydrant operation is in compliance \_\_\_\_\_ Park owner or operator

**Part 4 - FIVE-YEAR FIRE HYDRANT WATER FLOW TEST**

To be completed by authorized certifier ONLY.

Barrel Size (Inches)	Flow (GPM)	Pressure (PSI)	Barrel Size (Inches)	Flow (GPM)	Pressure (PSI)
1	_____	_____	4	_____	_____
2	_____	_____	5	_____	_____
3	_____	_____	6	_____	_____

FOR MORE THAN 6 HYDRANTS IN THE PARK, ATTACH AN ADDITIONAL LIST USING THE FORMAT ABOVE.  
(GPM) - GALLONS PER MINUTE. (PSI) - RESIDUAL PRESSURE IN POUNDS PER SQUARE INCH

**PART 5 - CERTIFICATION OF TEST RESULTS**

Certifier Name FIREWATCH License Class and No. G18-737678  
Address 522 FRONT STREET, EL CAJON, CA 92020  
Telephone Number (619) 289-3473 E-Mail Address NICO@FIREWATCHFIREEQUIP.COM  
Printed Name: Fabian Elias Title Inspector  
Signature \_\_\_\_\_ Date of Test 01 / 17 / 2023

**Part 6 - APPROVAL FOR CONTINUED USE OF EXISTING SYSTEM - TO BE COMPLETED BY LOCAL FIRE AGENCY ONLY**

Agent Name \_\_\_\_\_ Title \_\_\_\_\_  
Badge Number \_\_\_\_\_ Signature \_\_\_\_\_

May 25, 2023

Brian Clapper  
P.O. Box 986  
National City, CA. 91950  
[Bclapper51@gmail.com](mailto:Bclapper51@gmail.com)

Armando Vergara, Acting City Manager  
1243 National City Blvd  
National City, CA 91950

Dear Mr. Vergara,

The National City Host Lions Club is hosting its annual 4<sup>th</sup> of July Carnival from June 30, 2023 – July 4, 2023, at Kimball Park in National City. We have already submitted our TUP for the Carnival. We would greatly appreciate the City's generous assistance to bring this Carnival to life. A donation of \$7,750 would enable us to create a magical Carnival for all of our residents. In addition, the deferment of a fire permit fee would greatly help.

The National City Lions Club has been a part of National City for over 75 years. Our organization is committed to assisting our residents with free eye care and glasses. In a typical year:

- The Lions Club donates 500 pairs of glasses to children in the community
- Assists with scholarships such as the Miss National City Scholarship Program

Our Motto is "We Serve" – and where there is a need, there is a Lion!

If you have any questions or concerns, please contact me at [bclapper51@gmail.com](mailto:bclapper51@gmail.com).

Sincerely,

A large black rectangular redaction box covers the signature area.

Brian Clapper  
National City Host Lions Club  
Carnival Chair

**RESOLUTION NO. 2023 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE NATIONAL CITY HOST LIONS CLUB IN THE NOT-TO-EXCEED AMOUNT OF \$7,750 TO FACILITATE THE FOURTH OF JULY CARNIVAL FROM FRIDAY, JUNE 30, 2023 TO TUESDAY, JULY 4, 2023.**

**WHEREAS**, the National City Host Lions Club has been an active, worthwhile community organization in National City for 78 years; and

**WHEREAS**, the National City Host Lions Club has provided vision exams and eyeglasses for thousands of students in National City since 2006 with its OneSight Vision Clinics; and

**WHEREAS**, the major fundraiser for the National City Host Lions Club is the Fourth of July Carnival held every year in Kimball Park; and

**WHEREAS**, costs for materials and supplies have risen dramatically within the last few years and the NC Host Lions Club has written a letter requesting assistance from the City.

**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 enter into an agreement with the National City Host Lions Club in the not-to-exceed amount of \$7,750 to facilitate the Fourth of July Carnival from Friday, June 30, 2023 to Tuesday, July 4, 2023.

**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 20th 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:** Roberto Yano, Director Public Work/City Engineer  
**Meeting Date:** Tuesday, June 20, 2023  
**Approved by:** Armando Vergara, Interim City Manager

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**SUBJECT:**

Approval of Agreements with San Diego Gas and Electric Company, BNSF Railway Company, San Diego Metropolitan Transit System, and the San Diego Unified Port District for Segment 5 of the Bayshore Bikeway in National City.

**RECOMMENDATION:**

Adopt Resolutions Entitled:

- 1) "Resolution of the City Council of the City of National City, California, authorizing the Mayor to Execute the Agreement with San Diego Gas & Electric Company for the Purpose of Construction, Planting Mitigation, Monitoring, Operation, Inspection, Maintenance, Repair and Replacement of the Bike Path for Segment 5 of the Bayshore Bikeway in the City of National City;" and,
- 2) "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute the Agreement with BNSF Railway Company for the Purpose of Construction, Plant Mitigation, Operation, Inspection, Maintenance, Repair and Replacement of the Bike Path for Segment 5 of the Bayshore Bikeway in the City of National City;" and,
- 3) "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute the Agreement with San Diego Metropolitan Transit System for the Purpose of Construction, Planting Mitigation, Monitoring, Operation, Inspection, Maintenance, Repair and Replacement of the Bike Path for Segment 5 of the Bayshore Bikeway in the City of National City;" and,
- 4) "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute the Agreement with the San Diego Unified Port District for the Purpose of Construction, Planting Mitigation, Monitoring, Operation, Inspection, Maintenance, Repair and Replacement of the Bike Path for Segment 5 of the Bayshore Bikeway in the City of National City."

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**

Not Applicable.

**EXPLANATION:**

The City has been working on Segment 5 of the Bayshore Bikeway (Exhibit E) that will connect the existing Class I bike path where it ends by the marina storage yard adjacent to the Paradise Marsh with a new 13'-15' wide 1.45 mile long Class I asphalt bike path, including new traffic signals; cross walks; lane striping; updated parking configuration; curbs and ramps; wayfinding signage; lighting; three retaining walls; grading; marsh protection; 4' high chain link fencing; and mitigation planting. This project is part of the Balanced Plan, a partnership with the San Diego Unified Port District and the City. In order to accomplish this project that is not only on City

property/right-of-way, but also on the property of San Diego Gas & Electric Company, BNSF Railway Company, San Diego Metropolitan Transit System, and the San Diego Unified Port District, the City needs to enter into a number of agreements. Exhibit E shows the four properties along the proposed new bike path alignment. The following is a summary of each agreement that will be required:

**San Diego Gas & Electric Company (SDG&E) “License Agreement” (Exhibit A).** The City is proposing to sign a License Agreement for use of approximately 10,450 square feet of existing bikeway and 1,145 square feet of proposed bikeway (comprising of a total of approximately 11,595 square feet) of real property for constructing and maintaining an extension to the existing bike path. The term of the License Agreement is for an initial five (5) years with three (3) additional and successive options terms of five (5) years (total of 20 years) upon mutual agreement. The License Fee for the term of the License and including renewals is a one-time payment of \$35,000.

**BNSF Railway Company (BSNF) “Grade Crossing Construction and Maintenance Agreement” and Easement Agreements (one temporary and two permanent easements) (Exhibit B).** The City is proposing to sign these agreements allowing for the installation of crossing signals/activation equipment, new crossing surfaces including, but not limited to any and all changes to communication, signal and electrical lines and appurtenances, temporary or permanent track work, fencing, grading, alterations to or new construction of drainage facilities of the “at grade crossing” at Harbor Drive and Bay Marina Drive. The term of the Construction License is twelve (12) months following the effective date. The term of the permanent easements for the equipment and improvements on BNSF property is perpetual and the temporary is during construction only. Fees for the easements are approximately \$56,000. Note: As of the submittal of the staff reports, City staff are still working out minor details with BNSF. Staff is requesting the City Council to approve the draft agreement and give the Mayor authority to execute the agreement, once finalized, subject to City Attorney approval.

**San Diego Metropolitan Transit System (MTS) “Construction and Maintenance Agreement for the Bayshore Bikeway Project” and a “Railroad Right-Of-Way License” (Exhibit C).** The City is proposing to sign this Construction and Maintenance (C&M) agreement and the License for the exclusive purpose for construction, use, operation, maintenance, repair and ownership of the bikeway and bikeway appurtenances that crosses within the Licensor’s right-of-way. The term of the license is an open condition that allows either party to terminate with 90 day written notice.

**San Diego Unified Port District “Easement and Maintenance Agreement” (Exhibit D).** The City is proposing to sign this agreement for the purposes of construction, monitoring, operation, inspection, maintenance, repair, and replacement of improvements that consist of a bicycle path, retaining wall fence and other related improvements and appurtenances and performing habitat and biological mitigation on Port property. The term is for sixty six (66) years.

This long awaited project is nearing the construction phase. Once these agreements are approved, the next steps include acquiring a CALTRANS encroachment permit, CPUC approval on the work associated with the BNSF property/at grade crossing, approval from Sweetwater Water Authority to relocate a waterline, and Construction Funding Allocation from the Federal Highway Administration (FHWA).

Staff recommends the adoption of the attached resolutions approving the agreements and easements with San Diego Gas & Electric Company, BNSF Railway Company, San Diego Metropolitan Transit System, and the San Diego Unified Port District.

**FINANCIAL STATEMENT:**

The project’s estimated total cost is approximately \$9 million dollars to be funded by FHWA, the Port of San Diego and the City. Appropriations to pay for the \$91,000 in fees associated with the



SDG&E and BNSF agreements are available in account 296-409-500-598-6611 AHSC - BAYSHORE BIKEWAY SEGMENT 5.

**RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:**

Transportation Choices and Infrastructure

**ENVIRONMENTAL REVIEW:**

This project is part of the Approved EIR for the Balanced Plan

**PUBLIC NOTIFICATION:**

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

**ORDINANCE:**

Not Applicable

**EXHIBITS:**

Exhibit A – License Agreement with SDG&E

Exhibit B – Grade Crossing Construction and Maintenance Agreement with BNSF Railway Company

Exhibit C – Construction and Maintenance Agreement for the Bayshore Bikeway Project and Railroad Right-of-Way with San Diego Metropolitan System

Exhibit D – Easement and Maintenance Agreement with the San Diego Unified Port District

Exhibit E – Bayshore Bikeway ROW Map

Exhibit F – Resolution – SDG&E

Exhibit G – Resolution – BNSF

Exhibit H – Resolution – MTS

Exhibit I – Resolution – Port

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “Agreement”), made and entered into as of \_\_\_\_\_, 2023, by and between **San Diego Gas & Electric Company**, a California corporation, hereinafter called “Licensor,” and the **City of National City**, a California municipal corporation, hereinafter called “Licensee.” Licensor and Licensee are each sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

### RECITALS

A. Licensor owns certain parcels of real property identified by Assessor Parcel Number(s): 562-210-03-00 and 562-210-05-00 in the City of National City, County of San Diego, California (collectively, the “Real Property”).

B. Licensee desires to use approximately 10,450 square feet of existing bikeway and 1,145 square feet of proposed bikeway (comprising a total of approximately 11,595 square feet) of the Real Property as depicted on Exhibit “A” attached hereto and made a part hereof (the “Licensed Premises”), for constructing and maintaining an extension to an existing asphalt public bike path and for no other purpose (the “Permitted Purpose”).

C. Licensee has requested from Licensor and Licensor has agreed to grant to Licensee a short-term, revocable, non-exclusive license (the “License”) to use the Licensed Premises solely for the Permitted Purpose upon the terms and conditions set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. Grant of License:

Licensor grants to Licensee a License to use the Licensed Premises solely for the Permitted Purpose upon the terms and conditions set forth in this Agreement.

2. Term of License:

The term (“Term”) of the License shall be for five (5) years, commencing on the last date next to a party’s signature below (“Commencement Date”), unless the License is earlier revoked or this Agreement is earlier terminated in accordance with the terms, conditions and provisions hereinafter set forth below. Provided Licensee is not in default of any of any of the terms of this License, Licensee shall have three (3) additional and successive options terms of five (5) years each. Licensee shall provide notice to Licensor at least thirty (30) days prior to the end of each term of its desire to renew the License, and the License shall renew on terms by mutual agreement of the parties.

3. License Fee:

On or before the Commencement Date, Licensee shall pay to Licensor a one-time payment of Thirty-Five Thousand and No/100 Dollars (\$35,000.00) ("License Fee") for the Term of this License, including any and all renewal terms provided in this Agreement, to SDG&E Payment Center, P.O. Box 25110 Santa Ana, CA 92799-5110.

4. Termination; Revocability of License:

(a) Either Party may terminate this Agreement and the License contained herein at any time, for any reason or no reason, with or without cause, by providing thirty (30) days' prior written notice to the other Party of its desire to terminate the License using such Party's address for notice listed in Paragraph 18 below. Upon delivery of such written notice, this Agreement and the License contained herein shall automatically terminate in thirty (30) days without the necessity for any further action by either Party, subject to the surrender provisions of Paragraph 17 and 11(h).

5. Non-Exclusivity of License:

(a) The License granted under this Agreement is non-exclusive.

(b) Licensor hereby reserves the right, during the Term of the License, without any requirement of notice to or consent of Licensee, to (i) grant, sell, transfer, option, convey, or dispose of all or any portion of or interest in the Real Property and/or Licensed Premises, and (ii) grant any easement, servitude, restriction, mortgage, deed of trust, security instrument, lease, license, encumbrance, or lien affecting all or any portion of or interest in the Real Property and/or Licensed Premises.

(c) Licensor hereby reserves the right, at any time during the Term of the License, to enter upon the Licensed Premises for all purposes and uses.

6. Condition of Licensed Premises:

(a) **LICENSEE HEREBY ACCEPTS THE LICENSED PREMISES "AS IS, WHERE IS" WITH ALL FAULTS.** This Agreement and the License contained herein is and shall be subject and subordinate to all interests which may now or hereafter affect the Real Property and/or the Licensed Premises and to all mortgages which may now or hereafter affect such interests, the Licensed Premises and/or the Real Property, and to all renewals, refinancings, modifications, replacements and extensions thereof (hereinafter, collectively called, "Superior Interest"). The provisions of this Paragraph 6(a) shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Licensee shall promptly execute and deliver at its own cost and expense any instrument, in recordable form if required, that Licensor, the holder of any Superior Interest or any of their respective successors in interest may request to evidence such subordination.

(b) Licensee hereby acknowledges that none of Licensor, its current or future parent company, subsidiaries, or its or their officers, employees, directors, shareholders, contractors, agents, representatives, other licensees, invitees, successors and assigns (collectively, "Licensor Parties") or any other party purporting to act on their behalf has made any representation or warranty whatsoever regarding the Real Property and the Licensed Premises, and Licensor hereby disclaims all representations and warranties (whether express or implied) in respect of the Real Property and the Licensed Premises, including but not limited to any implied warranty of habitability or suitability of the Licensed Premises for a particular purpose. Licensee hereby acknowledges that Licensee has conducted its own due diligence in respect of the Real Property and the Licensed Premises and has independently (and not in reliance on any representations or warranties of Licensor, the Licensor Parties or any other party purporting to act on their behalf) determined to acquire the License to use the Licensed Premises for the Permitted Purpose.

(c) Licensee hereby assumes any and all risks arising from the physical condition of the Real Property and the Licensed Premises, including but not limited to the risk that patent or latent defects and/or hazardous conditions may now or hereafter exist within the Real Property and the Licensed Premises. Licensor hereby disclaims any and all responsibility or liability for any injury, damage, lien, judgement, loss, liability, claim, cause or action, suit, demand, obligation, fee, damage, cost, expense, fine, penalty, or other expenses of any type whatsoever, whether consequential, direct, indirect, punitive, or otherwise, including but not limited to in-house and outside attorney's fees, witness fees and consultant fees (collectively, "Claims"), that Licensee or its affiliates, employees, agents, representatives, invitees, licensees, permittees, contractors, and/or subcontractors (collectively, the "Licensee Parties") may suffer or incur as a result of the physical condition of the Real Property and the Licensed Premises, including but not limited to the existence of any patent or latent defects and/or hazardous conditions.

7. Access to Licensed Premises:

Licensee shall have the right of ingress to and egress to the Licensed Premises upon routes mutually agreed to by the Parties (the "Access Rights"), provided that Licensee shall (a) comply with all Applicable Laws (as defined below) in exercising the Access Rights, and (b) exercise the Access Rights in a manner that does not interfere with the activities of Licensor and/or the Licensor Parties in respect of the Licensed Premises and the Real Property.

8. Use of Licensed Premises:

(a) Licensee shall use the Licensed Premises solely for the Permitted Purpose, as described in Recital B above, and for no other purpose.

(b) Licensee shall obtain all permits and approvals required by all federal, state, county, municipal or other local governmental authorities, bureaus, or agencies (each, a "Governmental Authority") with respect to any activity conducted by Licensee or the Licensee Parties in respect of the License or the Licensed Premises (collectively, the "Permits and Approvals"). At all times during the Term, Licensee shall comply (and shall cause the Licensee Parties to comply) with (i) the terms and conditions of all Permits and Approvals, and (ii) all federal, state, county, municipal, and other local laws, statutes, codes, ordinances, rules, regulations, directives, policies, decisions,

guidelines, and orders now or hereafter applicable to Licensee, the Licensed Premises, or the Permitted Purpose (collectively, as the same may be amended from time to time, “Applicable Laws”). Licensee shall promptly notify Licensor if Licensee or any of the Licensee Parties receive any notice of any violation of the Permits and Approvals or any Applicable Law. Licensee shall cure any violation of the Permits and Approvals or any Applicable Law within ten (10) days after receiving notice of such violation, provided that if such violation is not capable of being cured within ten (10) days, Licensee shall commence to cure such violation within ten (10) days and shall be diligently prosecuting such cure to completion within thirty (30) days after receiving notice of such violation.

(c) At all times during the Term, Licensee shall conduct (and shall cause the Licensee Parties to conduct) all activities in respect of the License and the Licensed Premises in a manner (i) that will not interfere with the activities of Licensor and/or the Licensor Parties in respect of the Licensed Premises and/or the Real Property, and (ii) designed to guard against soil erosion, explosions, and fires within the Licensed Premises.

(d) None of Licensee or the Licensee Parties shall cause or permit (i) any activity to occur in respect of the License or the Licensed Premises that constitutes waste or public or private nuisance, (ii) any explosive or highly flammable substances or materials to be stored, released, generated, placed, handled, or used within the Real Property and the Licensed Premises, (iii) any recreational vehicles to be parked within the Real Property, or (iv) any party to live or reside within the Licensed Premises. Neither Licensee nor the Licensee Parties shall make or permit to be made any use of the Licensed Premises which may invalidate or increase the premium cost of any policy of insurance carried on, or self-insurance applicable to, the Real Property or covering its operations.

(e) Without the prior written consent of Licensor, which may be withheld in Licensor’s sole discretion, none of Licensee or the Licensee Parties shall cause or permit (i) any buildings, structures, or other improvements to be constructed, erected, or installed within the Licensed Premises save those structures and improvements already onsite, if any, (ii) any heavy machinery or equipment to be operated or stored within the Licensed Premises, (iii) the ground surface elevation of the Licensed Premises to be changed in any manner, or (iv) the ground within the Licensed Premises to be penetrated in any manner. Notwithstanding the foregoing, Licensor has consented to the initial construction work as described on Exhibit “B” attached hereto and made a part hereof, in particular on pages 8, 16, 55, 68, 77 and 93, and to be undertaken by Licensee promptly following the Commencement Date.

(f) Licensee shall keep (and shall cause all Licensee Parties to keep) the Real Property and the Licensed Premises free from and shall promptly discharge any liens arising from any work performed, material furnished, obligations incurred, or any other thing done or permitted by Licensee and/or the Licensee Parties in respect of the License or the Licensed Premises; provided, that Licensee (or a Licensee Party) may dispute any such lien so long as Licensee (or such Licensee Party) first posts a bond for such lien in the amount required by Licensor.

(g) If Licensee and/or any Licensee Party fails to comply with or defaults under any obligation set forth in this Paragraph 8, then Licensor may (but shall not be obligated to) cure such

failure at Licensee's sole expense, and Licensee shall, upon demand, pay to Licensor all costs incurred by Licensor and/or the Licensor Parties in curing such failure.

(h) Licensee assumes full responsibility for protecting the Licensed Premises and any equipment and supplies that Licensee or the Licensee Parties may place within the Licensed Premises from theft, robbery and pilferage, and for keeping the Licensed Premises secure. All property belonging to Licensee or the Licensee Parties shall be there at the risk of the Licensee or the Licensee Parties only, and Licensor and the Licensor Parties shall not be liable for damage thereto or theft or misappropriation thereof.

9. Maintenance of Licensed Premises:

(a) At all times during the Term, Licensee shall, at its sole expense, maintain the Licensed Premises in good condition, working order, and repair. Without limiting the generality of the foregoing sentence, Licensee shall keep (and shall cause the Licensee Parties to keep) the Licensed Premises clean and free from any trash, rubbish, debris, waste, weeds, brush, and/or explosive or highly flammable materials.

(b) During the Term, none of Licensor or the Licensor Parties shall have any obligation to (i) maintain, improve, alter, or repair the Licensed Premises, or (ii) furnish any utilities to the Licensed Premises, including but not limited to electricity, gas, water, or telephone service. Licensee shall pay the cost of any such utilities furnished to the Licensed Premises.

(c) If Licensee and/or any Licensee Party fails to comply with or defaults under any obligation set forth in this Paragraph 9, then Licensor may (but shall not be obligated to) cure such failure at Licensee's sole expense, and Licensee shall, upon demand, pay to Licensor all costs incurred by Licensor and/or any Licensor Parties in curing such failure.

(d) Licensee shall furnish at its expense all personnel necessary to operate the Licensed Premises, and shall provide at its own expense all security necessary for use of the Licenses Premises.

10. Improvement of Licensed Premises:

(a) None of Licensee or the Licensee Parties shall cause or permit any alteration, modification, building, structure, landscaping, or other improvement (each, an "Alteration") to be made, constructed, or installed within the Licensed Premises without the prior written consent of Licensor, such consent to be in Licensor's sole discretion.

(b) If Licensor grants its prior written consent to any Alteration, none of Licensee or the Licensee Parties shall cause or permit work to begin with respect to such Alteration unless and until Licensor has reviewed and granted written consent, in Licensor's sole discretion, of all plans and specifications for such Alteration. Upon Licensor's written consent, such Alteration shall be deemed to be a "Permitted Alteration."

(c) Any work performed in connection with any Permitted Alteration shall be performed in accordance with all Applicable Laws and the terms and conditions contained in this Agreement.

#### 11. Environmental Compliance:

(a) The term “Environmental Law” shall mean any Applicable Law pertaining to worker or workplace safety, environmental conditions, environmental quality or policy, health and/or safety issues or concerns, the regulations promulgated pursuant thereto, and the conditions of any permits, judgments, agreements, or authorizations issued pursuant thereto, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), 43 U.S.C. §9601 et seq., (ii) the Resource Conservation and Recovery Act of 1976 (“RCRA”), 42 U.S.C. §6901 et seq., (iii) the Toxic Substances Control Act of 1976 (TSCA), 15 U.S.C. §2601 et seq., (iv) the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq., (v) the Clean Water Act, 33 U.S.C. §1251, et seq., (vi) the Porter Cologne Water Quality Act, California Water Code §13000 et seq., and (vii) the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code §25249.5 et seq., (viii) The Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code, §25300 et seq., (ix) The California Hazardous Waste Control Law (California Health & Safety Code, §15200 et seq., (x) The Occupational Safety and Health Act (29 U.S.C. §651 et seq.), and (xi) the California Occupational Safety and Health Act (California Labor Code §6300 et seq.).

(b) The term “Hazardous Substance” as used in this Agreement shall mean any products, substance, chemical, material, or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release, or effect, either by itself or in combination with other materials expected to be on the Licensed Premises, is either; (i) potentially injurious to the public health, safety, or welfare, the environment, or the Real Property and the Licensed Premises, (ii) regulated or monitored by any Governmental Authority, or (iii) a basis for liability of Licensor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substance shall include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil, or any products, by-products, or fractions thereof.

(c) The term “Environmental Activity” shall mean the use, generation, treatment, storage, handling, release, or threatened release of any Hazardous Substance in, on, under, or about the Licensed Premises or the underlying ground water or the transportation or migration of any Hazardous Substance to or from the Licensed Premises.

(d) At all times during the Term of the License, Licensee shall comply (and shall cause the Licensee Parties to comply), at Licensee’s sole cost and expense, with all Environmental Laws, now in effect or which may hereafter come into effect. Licensee and/or the Licensee Parties may not conduct an Environmental Activity on, under, or about the Licensed Premises at any time.

(e) Licensee shall (and shall cause the Licensee Parties to) deliver written notice to Licensor in accordance with Paragraph 18 below within twenty-four (24) hours of receiving actual notice of any of the following:

(i) Any proceeding or inquiry by any Governmental Authority with respect to  
(A) the presence of any Hazardous Substance on, under, or about the Licensed Premises,

(B) the migration of any Hazardous Substance to or from the Licensed Premises, or (C) any Environmental Activity.

(ii) Any threatened or actual claim by any third party against any of Licensor, the Licensor Parties, Licensee, the Licensee Parties, or the Licensed Premises relating to or resulting from (A) the presence of any Hazardous Substance on, under, or about the Licensed Premises, (B) the migration of any Hazardous Substance to or from the Licensed Premises, or (C) any Environmental Activity.

(iii) The discovery of any occurrence or condition on or near the Licensed Premises that has caused or could cause the Licensed Premises to be contaminated with a Hazardous Substance or subject to any ownership, occupancy, transferability, or use restrictions under any Environmental Law.

Licensee shall also immediately give Licensor a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action, or proceeding given to, or received from, any Governmental Authority or private party, or persons entering or occupying the Licensed Premises, concerning the presence, spill, release, discharge of, or exposure to, any Hazardous Substance or contamination in, on, or about the Licensed Premises.

(f) Licensee and its successors and assigns shall be liable and responsible for any Hazardous Substances brought on or released on, in, under, or within the Licensed Premises by Licensee, Licensee Parties, or any persons or entity under Licensee's control during the Term. Licensee and its successors and assigns shall indemnify, protect, defend, reimburse, and hold Licensor and the Licensor Parties harmless from and against any and all Claims, including the cost of remediation (which includes, but is not limited to, any remediation required by a governmental agency), arising out of or in connection with the introduction of any Hazardous Substance onto the Real Property and the Licensed Premises by or for Licensee, Licensee Parties, or any persons or entity under Licensee's control. Licensee's obligations (including, but not limited to paying for the cost and expense) under this Paragraph 11 shall include, but not be limited to: (i) removal from the Real Property and the Licensed Premises of any such Hazardous Substances; (ii) removal from any area outside the Licensed Premises, including but not limited to surface and ground water, of any such Hazardous Substance generated as part of the operations on the Licensed Premises; (iii) damages to persons, property, and the Real Property and the Licensed Premises; (iv) all claims resulting from those damages; (v) fines or penalties imposed by any government agency, and (vi) any other liability as provided by Applicable Laws. No termination, cancellation or release agreement entered into by Licensor and Licensee shall release Licensee from its obligations under this Agreement with respect to any Hazardous Substance, unless specifically so agreed by Licensor in writing at the time of such agreement. Licensor shall have the right (but shall not be obligated) to approve, in its sole discretion, any and all contractors hired by Licensee or Licensee Parties to perform such mitigation or remediation work.

(g) Licensor shall have the right to enter the Licensed Premises at any time for any reason, including, without limitation, for the purpose of inspecting and/or assessing the condition of the Licensed Premises and for verifying compliance by Licensee, Licensee Parties or any persons or entities under Licensee's control with this License, and all Applicable Laws. The costs and expenses of any such inspections and/or assessments on the Licensed Premises shall be paid by Licensor, unless a violation of Applicable Laws or a contamination caused by Licensee, Licensee Parties or any persons or entities under Licensee's control requiring investigation,



removal, remediation, or restoration under Applicable Laws is discovered, or unless such inspection is required by a Governmental Authority. If such a violation or contamination occurs, Licensee shall, within fifteen (15) days of Licensor's written request, reimburse Licensor for all reasonable costs and expenses arising out of such inspections.

(h) Upon termination of this Agreement and the License herein, prior to surrendering possession of the Licensed Premises, and in addition to the requirements set forth in Paragraph 17, Licensee shall (and shall cause the Licensee Parties to) remove any personal property, equipment, appurtenances, fixtures, facilities, and/or storage devices or vessels that are contaminated by or contain Hazardous Substances or are used in connection with any Environmental Activity; subject to the time required of Licensee to promptly process and award a public contract and to reasonably perform such removal actions, but in no case longer than ninety (90) days following termination of this Agreement.

(i) If Licensee and/or any Licensee Party fails to comply with or defaults under any obligation set forth in this Paragraph 11, then Licensor may (but shall not be obligated to) cure such failure at Licensee's sole expense, and Licensee shall, upon demand, pay to Licensor all costs incurred by Licensor and/or any Licensor Parties in curing such failure.

(j) The obligations set forth in this Paragraph 11 are independent of any other obligations contained in this Agreement and shall survive the expiration or earlier termination of this Agreement.

#### 12. Taxes:

(a) Licensee shall pay to Licensor, within ten (10) calendar days after written demand, an amount equal to the *ad valorem* taxes levied or assessed with respect to the Licensed Premises during the Term.

(b) Licensee shall pay any taxes levied or assessed on any personal property installed or placed within the Licensed Premises by Licensee or the Licensee Parties. Licensee shall not be responsible for taxes levied against improvements and personal property placed or constructed on the Licensed Premises by Licensor.

#### 13. Insurance:

(a) At all times during the Term, Licensee shall maintain in effect the following insurance coverages in amounts not less than the following minimum limits:

(i) Workers' Compensation and Employer's Liability insurance in accordance with statutory requirements and limits. Licensee shall also maintain Employer's Liability coverage in the amount of not less than \$1,000,000 per accident and per employee for disease. In lieu of such insurance, Licensee may maintain a self-insurance program meeting the requirements of the state(s) in which the services shall be performed along with the required Employer's Liability insurance,

(ii) Commercial General Liability insurance with limits of not less than \$2,000,000.00 per occurrence and \$3,000,000 in the aggregate for bodily injury and property damage and shall contain a severability of interest or cross-liability clause, and

(iii) Automobile Liability insurance insuring against liability for damages for bodily injury, death, or damage to property (including loss of use thereof), and occurring in any way related to the use by or on behalf of the Licensee. Such coverage shall be in an amount of not less than \$1,000,000.00 combined single limit.

(b) On or prior to the Commencement Date and at any time during the Term, upon Licensor's request, Licensee shall provide Licensor with insurance policies or current certificates including applicable endorsements, and renewal certificates thereafter, executed by a duly authorized representative of each insurer, or by the insurance agent or broker authorized to do so, evidencing the insurance coverages required to be maintained by Licensee under Paragraph 13(a) above. Such policies shall:

(i) name Licensor and its parent company, and its subsidiaries, affiliates and its respective officers, directors, employees, agents, representatives, successors and assigns as an additional insured for all required policies under Paragraph 13(a) except workers' compensation insurance.

(ii) contain a waiver of subrogation in favor of Licensor for all policies in Paragraph 13(a),

(iii) state that such insurance coverage is primary for all purposes, and

(iv) state that no insurance policy may be canceled, materially revised, or subject to non-renewal without at least thirty (30) calendar days prior written notice being given to Licensor, ten (10) days for non-payment of premium.

(c) All required policies of insurance shall be written by companies having an A. M. Best rating of "A-, VII" or better, or equivalent and authorized to transact business in the State of California by the Insurance Commission of California.

(d) Licensee shall be solely responsible for any deductible or self-insured retention on insurance required in Paragraph 13(a).

(e) The obligation to maintain the insurance coverages set forth in this Paragraph 13 shall not in any way limit or diminish any of Licensee's other obligations, responsibilities or liabilities under this Agreement.

#### 14. Indemnification:

(a) Licensee hereby agrees to indemnify, defend, and hold harmless Licensor and the Licensor Parties from and against any and all Claims arising out of or in connection with (i) this

Agreement and (ii) Licensee's or any Licensee Party's use, maintenance, presence on, or occupation of the Licensed Premises.

(b) Licensee shall be given a reasonable amount of time to defend and resolve any third-party claim presented to Licensor and promptly thereafter reimburse any Claim incurred by any Licensor Parties within thirty (30) days after written demand by such Licensor Parties.

(c) Should Licensee fail to promptly resolve any claim presented to Licensor and upon demand by Licensor or any Licensor Parties, Licensee shall defend, at Licensee's sole expense, with counsel reasonably acceptable to such Licensor Parties, any Claims brought against such Licensor Parties with respect to which Licensee is obligated to defend the Licensor Parties under Paragraph 14(a) above. In the event that Licensee settles any such Claim, such settlement shall include a dismissal with prejudice of the Claim and an explicit and unconditional release (including a waiver of Section 1542 of the California Civil Code) from the party bringing such Claim.

(d) The obligations of Licensee under this Paragraph 14 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Licensee under any worker's compensation acts, disability benefit acts, or other employee benefit acts.

(e) Nothing contained herein shall operate as a limitation on the right of Licensor to bring an action for damages against any third party, including indirect, special, or consequential damages, based on any acts or omissions of such third party. Licensee shall assign such rights of claims, execute such documents, and do whatever else may be reasonably necessary to enable Licensor to pursue any such action against such third party.

(f) The obligations of Licensee under this Paragraph 14 shall survive the expiration or earlier termination of this Agreement.

#### 15. Release:

(a) Licensee, on behalf of itself and the Licensee Parties, hereby releases, waives, and forever discharges Licensor and the Licensor Parties from any and all past, present, or future Claims of any nature whatsoever, known or unknown, arising from, related to, or regarding the presence on or occupation of the Licensed Premises by Licensee and/or the Licensee Parties or any other exercise of the rights granted to Licensee and/or the Licensee Parties under this Agreement ("Release").

(b) Licensee, on behalf of itself and the Licensee Parties, expressly and voluntarily waives and relinquishes all rights and benefits under Section 1542 of the California Civil Code if in any way applicable to the Release. Section 1542 of the California Civil Code provides as follows:

GENERAL RELEASE CLAIMS EXTINGUISHED: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR

SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Licensee acknowledges that it has received the advice of legal counsel with respect to the Section 1542 waiver and understands the terms of such waiver. Licensee hereby acknowledges it is aware that Licensee and/or the Licensee Parties may hereafter discover facts different from or in addition to those which Licensee and/or the Licensee Parties now know or believe to be true with respect to the Release, and Licensee agrees that the Release shall be and remain in effect as a full and complete mutual release notwithstanding any such different or additional facts.

**Licensee Initials:** \_\_\_\_\_

16. Condemnation:

(a) If all or any portion of the Licensed Premises is taken by any public or quasi-public authority under the power of condemnation or eminent domain, the License shall terminate as to that portion so taken on the date that such taking becomes final (the "Condemnation Date"). With respect to the remaining portion of the Licensed Premises, Licensee may terminate the License as of the Condemnation Date by delivering written notice to Licensor in accordance with Paragraph 4(a) above and Paragraph 18 below on or before the Condemnation Date, provided that if Licensee fails to deliver such written notice to Licensor on or before the Condemnation Date, then the License shall continue in full force and effect in accordance with this Agreement.

(b) Any and all awards or damages granted in connection with such taking (the "Condemnation Award") shall belong to and be the sole property of Licensor, provided that, if Licensee is not allowed to remove any personal property, equipment, appurtenances, fixtures, or facilities (the "Personal Property") from the portion of the Licensed Premises taken and Licensee would otherwise be permitted to remove such Personal Property under this Agreement, then Licensee shall receive that portion of the Condemnation Award paid to Licensor that is attributable to such Personal Property so retained.

(c) As material consideration for Licensor's obligations under this License, Licensee fully waives, releases and discharges Licensor and all Licensor Parties from and against any and all Claims, known or unknown, now existing or hereinafter arising, which arise from or relate in any manner to the expiration or termination of Licensee's License as provided for herein, or the discontinuance or relocation of Licensee's business operations, or the relocation of any person, business, or other occupant located on or within the premises, including the waiver and release of all business goodwill claims (if any) and all relocation rights and benefits available under Applicable Laws.

17. Surrender of Licensed Premises:

(a) Upon the expiration or earlier termination of this Agreement, Licensee shall promptly vacate and surrender the Licensed Premises to Licensor and shall deliver the Licensed Premises to Licensor clean and free from any trash, rubbish, debris, waste, weeds, brush, explosive or highly flammable materials, and/or Hazardous Substances and otherwise in a condition satisfactory to Licensor, and remove from the Licensed Premises all buildings, structures, improvements, and Personal Property constructed, installed, placed, or stored on the Licensed Premises by Licensee or any Licensee Party. All such obligations shall be completed by the expiration or earlier termination date, subject to the time required of Licensee to promptly process and award a public contract and to reasonably perform removal of the bike path improvements, but in no case longer than ninety (90) days following the expiration or earlier termination of this Agreement. Licensee's obligation to observe and perform this covenant shall survive the expiration or other termination of this Agreement.

(b) If Licensee fails to comply with any of the obligations set forth in this Paragraph 17, the Licensor may (but shall not be obligated to) cure such failure at Licensee's sole expense, and Licensee shall, upon demand, pay to Licensor all costs incurred by Licensor in performing such obligations, including but not limited to all labor costs, overhead expenses, rental of storage space, equipment rental, materials, and machinery fuel costs.

(c) If Licensee and/or any Licensee Party fails to promptly vacate and surrender the Licensed Premises after the expiration or earlier termination of this Agreement, then, in addition to any other rights or remedies that Licensor may have, Licensee and/or such Licensee Party shall pay to Licensor an amount equal to one hundred fifty percent (150%) of the annual License Fee prorated for the period that Licensee and/or such Licensee Party continues to occupy the Licensed Premises following the expiration or termination date. Licensee's payment of such amounts shall not be construed to extend the Term or prevent Licensor from immediate recovery of possession of the Licensed Premises by summary proceedings or otherwise.

(d) The obligations of Licensee under this Paragraph 17 shall survive the expiration or termination of this Agreement.

18. Notices:

(a) All notices to be given under this Agreement shall be in writing, addressed to the recipient Party at the address listed below, and: (i) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States mail; (ii) sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such overnight courier; or (iii) sent by telecopy, email, or similar means, provided that a copy of the notice is also sent by certified mail, in which case notice shall be deemed delivered on transmittal by telecopier, email, or other similar means provided that a transmission report or email is generated reflecting the accurate transmission of the notices. Each Party's address for notices under this Agreement is set forth below:

(i) If to Licensor: San Diego Gas & Electric Company  
8335 Century Park Court, CP-12A

San Diego, California 92123  
Attention: Adam C. Smith  
Telephone: (858) 637-3789  
Email: asmith@sdge.com

With a copy to: San Diego Gas & Electric  
Law Department  
8330 Century Park Court, CP32C  
San Diego, CA 92123  
Attention: Real Estate Counsel  
Telephone: (858) 636-6846

(ii) If to Licensee: City of National City  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
email: \_\_\_\_\_

19. Disclosure Regarding Electric and Magnetic Fields:

Licensor hereby notifies Licensee and the Licensee Parties that due to the presence of electric utility facilities within or near the Licensed Premises, electric, and magnetic fields (EMF) may be present. The medical and scientific communities have been unable to determine whether EMF causes health effects or establish any standard or level of exposure that is known to be either safe or harmful. Many researchers believe that if there is a risk of adverse health effects from EMF, the risk is probably low but warrants further investigation.

20. No Assignment:

Licensee may not assign this Agreement or any interest herein, either in whole or in part, to any other person or entity at any time. Licensee is specifically prohibited from sublicensing, leasing, licensing, renting or allowing the occupation of the Licensed Premises, or any interest therein, either in whole or in part, to any other person or entity.

21. Attorney's Fees:

If either Party files any action or brings any proceeding against the other arising from or related to this Agreement, the Prevailing Party shall be entitled to recover from the other Party (as an element of its costs of suit and not as damages) reasonable attorneys' fees (including both in-house and outside attorney's fees), costs and expenses incurred by the Prevailing Party in such action or proceeding (including any appeals). For the purposes of this Paragraph 21, the term

“Prevailing Party” shall mean the Party that is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgment. The Party not entitled to recover its costs shall not recover any attorney’s fees, costs, or expenses.

22. Time of the Essence:

Time is of the essence of each and all of the terms and provisions of this Agreement.

23. Governing Law and Venue:

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflicts of law principles.

(b) The Parties hereby agree that any legal action or proceeding arising out of this Agreement shall be brought in a state court of competent jurisdiction in San Diego, California. By execution and delivery of this Agreement, each of the Parties hereby irrevocably accepts and submits to the jurisdiction of such courts, generally and unconditionally, in connection with any such legal action or proceeding.

24. Severability:

If any part, paragraph, or provision of this Agreement should be invalid, then all the remaining parts, paragraphs, and provisions of this Agreement shall continue in full force and effect.

25. Rules of Construction:

(a) Headings contained in this Agreement are solely for the convenience of the Parties and are not a part of and shall not be used to interpret this Agreement. The singular form of any word shall include the plural form and vice versa.

(b) This Agreement has been prepared, examined, negotiated, and revised by each Party and its counsel, and no implication shall be drawn and no provision shall be construed against any Party hereto by virtue of the purported identity of the drafter of this Agreement.

26. No Other Rights:

This Agreement creates a License only and does not and shall not be deemed to constitute a lease or a conveyance of the Licensed Premises by Licensor to Licensee, or (except as expressly set forth herein) to confer upon Licensee any right, title, estate or interest in the Licensed Premises, including but not limited to any prescriptive rights, by virtue of the License, this Agreement or any holding over or failure to vacate or surrender the Licensed Premises upon the expiration or earlier termination of the License. In connection with the foregoing, Licensee further acknowledges that in no event shall the relationship between Licensee and Licensor be deemed to be a so-called landlord-tenant relationship and that in no event shall Licensee be entitled to avail itself of any rights afforded to tenants. In no event shall the parties be deemed partners or agents of one another.

This Agreement grants to Licensee only a personal privilege to use the Licensed Premises for the Permitted Purpose during the Term, on and subject to the terms and conditions set forth herein.

27. Entire Agreement; Amendment:

This Agreement contains the entire agreement of the Parties with respect to the License and the other matters set forth in this Agreement and supersedes all prior agreements, oral or written, between the Parties with respect to the License and/or any other matters set forth in this Agreement. This Agreement may not be amended except by a written instrument signed by all Parties.

28. Events of Default; Remedies.

Licensee shall be considered to be in default of this Agreement upon the occurrence of any of the following events: (i) Licensee's failure to pay when due all or any portion of the License Fee, if the failure continues for three (3) business days after written notice to Licensee ("Monetary Default"); or (ii) Licensee's failure (other than a Monetary Default) to comply with any term, provision or covenant of this Agreement, if the failure is not cured within ten (10) days after written notice to Licensee. Upon any default, Licensor shall have the right without notice or demand to terminate this Agreement, in which case Licensee shall immediately surrender the Licensed Premises to Licensor. If Licensee fails to surrender the Licensed Premises, Licensor may, in compliance with Applicable Law and without prejudice to any other right or remedy, enter upon and take possession of the Licensed Premises. Licensee shall pay Licensor on demand the amount of all past due License Fees, plus other losses and damages which Licensor may suffer as a result of Licensee's default. In addition to the right to terminate this Agreement and collect damages, Licensor shall have the right to pursue any other remedy now or hereafter available at law or in equity. Money damages may not be a sufficient remedy for the breach of this Agreement, and Licensor is entitled to seek specific performance and injunctive relief or other available equitable relief as a remedy for any such breach.

29. No Lease:

THIS AGREEMENT IS NOT INTENDED TO CREATE A LEASE OR ANY OTHER INTEREST IN REAL PROPERTY IN FAVOR OF LICENSEE, BUT MERELY CREATES A REVOCABLE LICENSE IN ACCORDANCE WITH THE TERMS HEREOF. LICENSEE ACKNOWLEDGES THAT ITS AGREEMENT TO TREAT THIS AGREEMENT AS A LICENSE FORMED A MATERIAL PART OF THE CONSIDERATION FOR LICENSOR'S AGREEMENT TO ENTER INTO THIS AGREEMENT.

30. Counterparts:

This Agreement may be executed in counterparts, all of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by electronic mail or telefacsimile shall be equally as effective as delivery of an original executed counterpart, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.



31. Limited Liability:

The liability of Licensor under this Agreement shall be limited solely to Licensor's equity interest, if any, in the Real Property. In the event of any sale or other transfer of Licensor's interest in the Real Property, Licensor shall be automatically relieved of any and all obligations and liabilities on the part of Licensor accruing from and after the date of such transfer.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the date first written above.

**LICENSOR:**

**SAN DIEGO GAS & ELECTRIC COMPANY,**  
a California corporation

Approved as to legal form:

By: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Title: Real Estate Portfolio Manager

**LICENSEE:**

**CITY OF NATIONAL CITY,**  
a municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit "A"**  
**Licensed Premises**



**Exhibit “B”**

**Construction Plans**

**[See attached]**



**LEGEND**

- PROPERTY LINE
- SAWCUT LINE
- DAYLIGHT LINE

**DEMOLITION NOTES**

- ① PROTECT IN PLACE
- ② ADJUST TO FINISH GRADE
- ③ SAWCUT PER DETAIL ON SHEET 6
- ④ REMOVE EXISTING ASPHALT PAVEMENT AND BASE
- ⑦ REMOVE VEGETATION, DEBRIS, AND OTHER MATERIAL IN CONFLICT WITH THE PROPOSED IMPROVEMENTS
- ⑬ REMOVE AND DISPOSE

**GENERAL NOTES**

1. UNLESS OTHERWISE SHOWN ON PLANS, CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS WITHIN GRADING LIMITS AND REMOVE ALL IMPEDANCES FOR THE PROPOSED FACILITIES.
2. VERIFY THE EXISTENCE AND HORIZONTAL/VERTICAL LOCATION OF ALL UTILITIES WITHIN THE PROJECT AREA THAT MAY CONFLICT WITH THE PROPOSED CONSTRUCTION. VERIFY THAT ANY UTILITIES SHOWN TO BE RELOCATED BY OTHERS HAVE BEEN RELOCATED AND ARE NO LONGER IN CONFLICT. IMMEDIATELY NOTIFY THE ENGINEER OF ANY REMAINING UTILITY CONFLICTS PRIOR TO THE START OF ANY DEMOLITION WORK.
3. PROPOSED IMPROVEMENTS SHOWN FOR REFERENCE ONLY. SEE IMPROVEMENT PLANS FOR PROPOSED IMPROVEMENTS.
4. SEE SIGNING AND PAVEMENT MARKING PLANS FOR PAVEMENT MARKINGS, AND TRAFFIC SIGN REMOVALS, RELOCATIONS, AND NEW INSTALLATIONS.
5. SEE TRAFFIC SIGNAL PLANS FOR TRAFFIC SIGNAL EQUIPMENT REMOVALS, ADJUSTMENTS, RELOCATIONS AND NEW INSTALLATIONS.

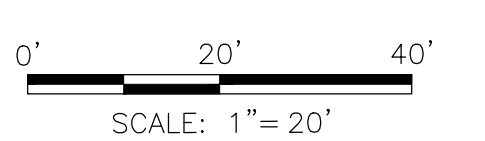
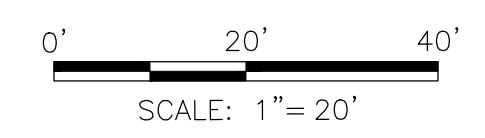
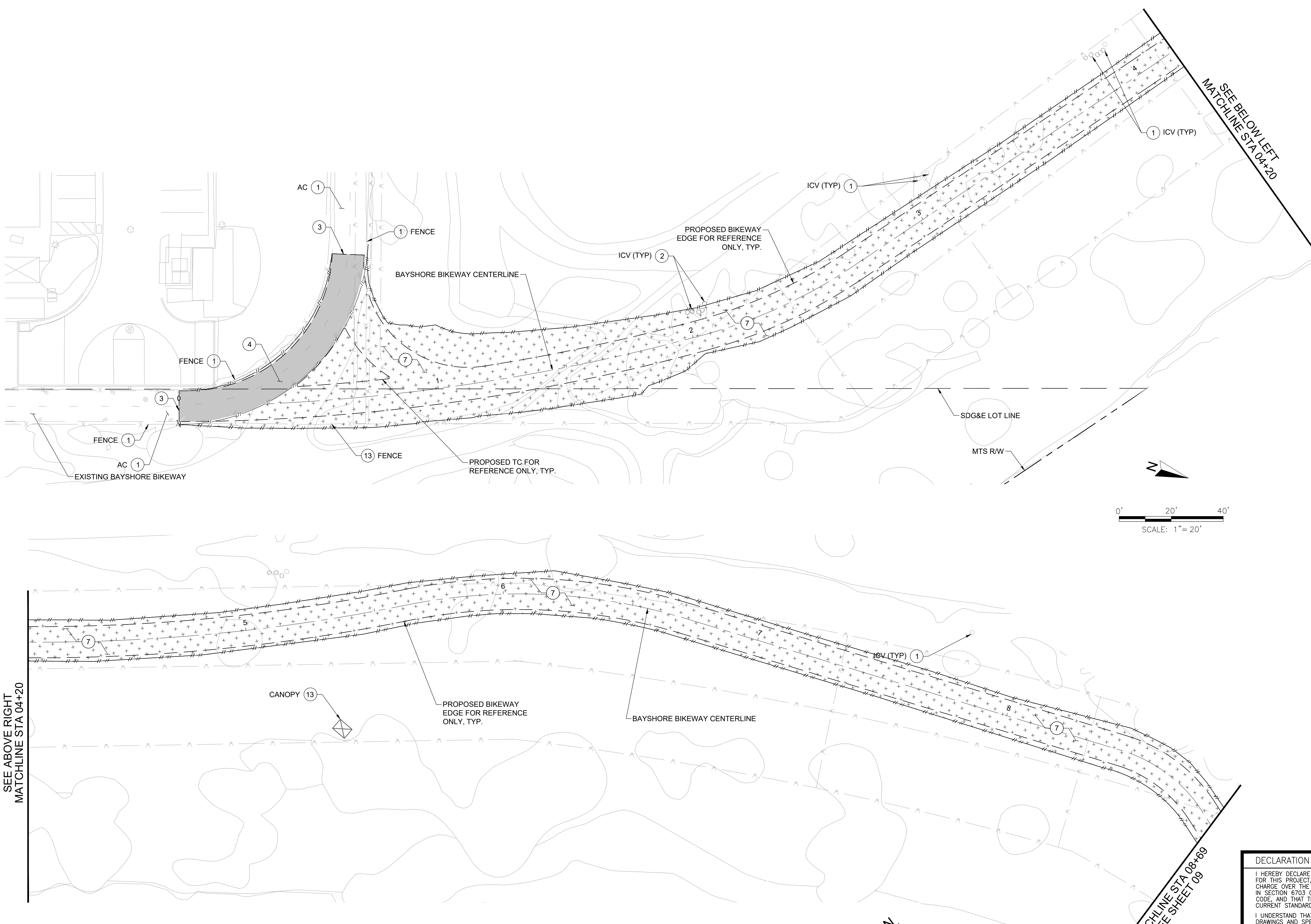


Exhibit B

**DECLARATION OF RESPONSIBLE CHARGE**

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THIS PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONAL CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF THESE PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF NATIONAL CITY IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR THE PROJECT DESIGN.

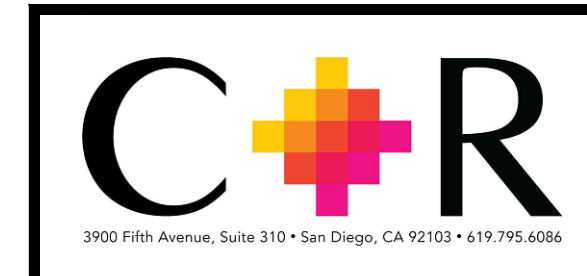
MATTHEW B. CAPUZZI, 69815 \_\_\_\_\_ DATE \_\_\_\_\_



PLANS FOR THE IMPROVEMENTS OF:  
**BAYSHORE BIKEWAY SEGMENT 5**  
**DEMOLITION PLANS**  
**CITY OF NATIONAL CITY**

ROBERTO YANO RCE# 56292 \_\_\_\_\_ DATE \_\_\_\_\_  
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

SHEET 08 OF 117 SHEETS XXXX-XX-####D



SURVEYOR: _____		BENCHMARK: _____	
HORIZONTAL CONTROL: _____		DATE STARTED: _____	
INSPECTOR: _____		DATE COMPLETED: _____	
CONSTRUCTION RECORDS		CONSTRUCTION SURVEYOR	
NAME	COMPANY	NAME	COMPANY
_____ SIGNATURE	_____ SIGNATURE	_____ SIGNATURE	_____ SIGNATURE
BY	APPROVED	DATE	
_____ SIGNATURE	_____ SIGNATURE	_____ DATE	
REVISIONS			
NO.	DESCRIPTION	DATE	

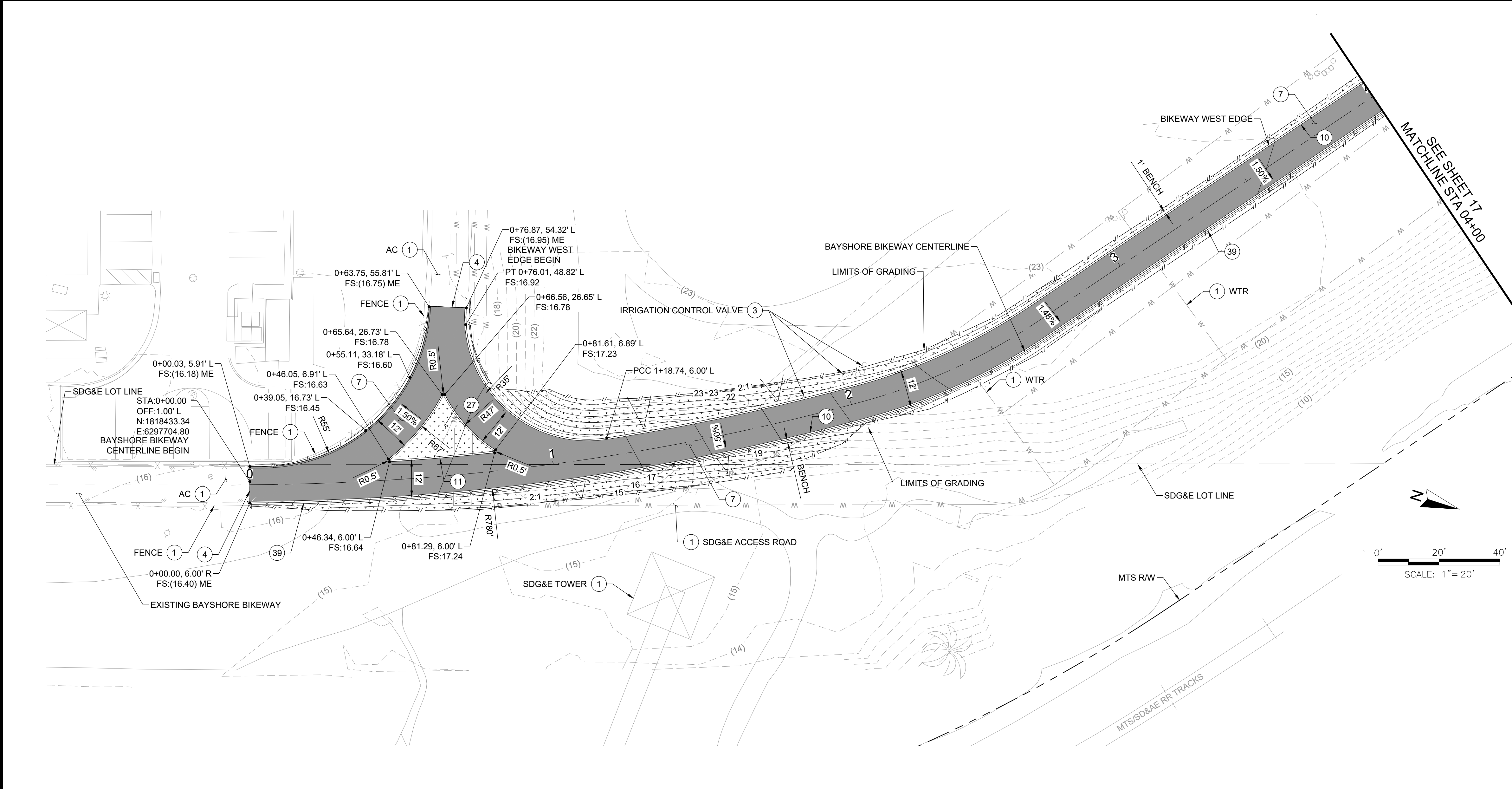


Plot date: 6/13/2023 3:28:20 PM

100% IMPROVEMENT PLANS - CITY OF NATIONAL CITY - BAYSHORE BIKEWAY SEGMENT 5

Plot date: 6/13/2023 3:31:32 PM

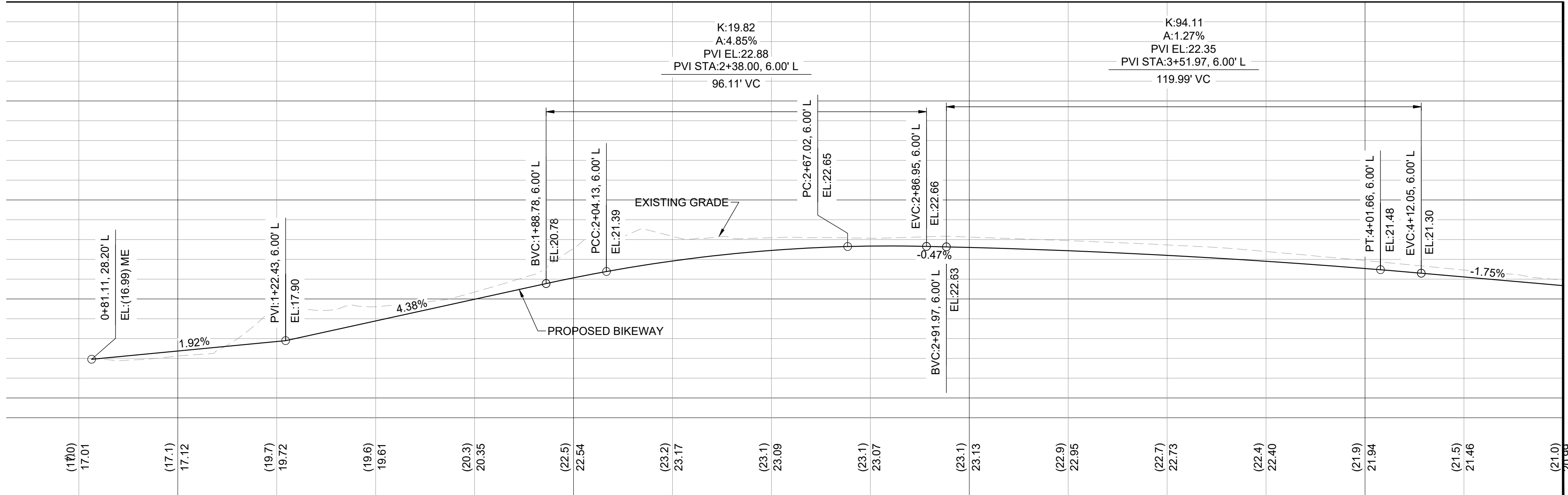
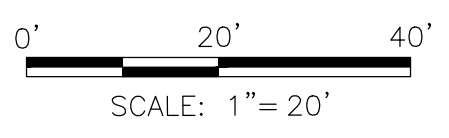
CONSTRUCTION RECORDS		CONSTRUCTION SURVEYOR		GEOTECHNICAL OF RECORD	
SURVEYOR:	BENCHMARK:	DATE STARTED:	INSPECTOR:	DATE COMPLETED:	HORIZONTAL CONTROL:
ENGINEERING DEPARTMENT		ENGINEERING DEPARTMENT		ENGINEERING DEPARTMENT	
AS-BUILT	APPROVED	DATE	DATE	DATE	DATE
REVISIONS					



**LEGEND**

PROPERTY LINE	---
SAWCUT LINE	- - - - -
DAYLIGHT LINE	///
PROPOSED CONTOUR	XX
EXISTING CONTOUR	(XX)

- CONSTRUCTION NOTES**
- PROTECT IN PLACE
  - REMOVE AND RELOCATE PER PLAN
  - SAWCUT PER DETAIL ON SHEET 6
  - CONSTRUCT BIKEWAY SECTION 4" ASPHALT OVER 6" CLASS II AGGREGATE BASE. SEE TYPICAL CROSS SECTION PER DETAIL ON SHEET 7
  - CONSTRUCT 0" CURB PER DETAIL ON SHEET 6
  - CONSTRUCT 6" CURB PER SDRSD G-01
  - SEE PLANTING PLANS
  - CONSTRUCT WOOD FENCE PER FIGURE 1 CITY OF SAN DIEGO INFORMATION BULLETIN 222, H=5', CENTER FOOTINGS 6" OFFSET FROM EDGE OF BIKEWAY



- GENERAL IMPROVEMENT NOTES**
- VERIFY THE EXISTENCE AND HORIZONTAL/VERTICAL LOCATION OF ALL UTILITIES WITHIN THE PROJECT AREA THAT MAY CONFLICT WITH THE PROPOSED CONSTRUCTION. VERIFY THAT ANY UTILITIES SHOWN TO BE RELOCATED BY OTHERS HAVE BEEN RELOCATED AND ARE NO LONGER IN CONFLICT.
  - SEE PLANTING AND IRRIGATION PLANS FOR REMOVALS, RELOCATIONS AND/OR ADJUSTMENTS OF PLANTING AND IRRIGATION RELATED IMPROVEMENTS.
  - GRADING BEYOND BIKEWAY TO BE 2:1 UNLESS OTHERWISE NOTED.



**DECLARATION OF RESPONSIBLE CHARGE**

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I UNDERSTAND THAT THE CHECK OF THESE PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF NATIONAL CITY IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR THE PROJECT DESIGN.

MATTHEW B. CAPUZZI, 69815 \_\_\_\_\_ DATE \_\_\_\_\_

**CITY OF NATIONAL CITY**

PLANS FOR THE IMPROVEMENTS OF:

**BAYSHORE BIKEWAY SEGMENT 5 IMPROVEMENT PLANS**

CITY OF NATIONAL CITY

ROBERTO YANO RCE# 56292 DIRECTOR OF PUBLIC WORKS/CITY ENGINEER DATE \_\_\_\_\_

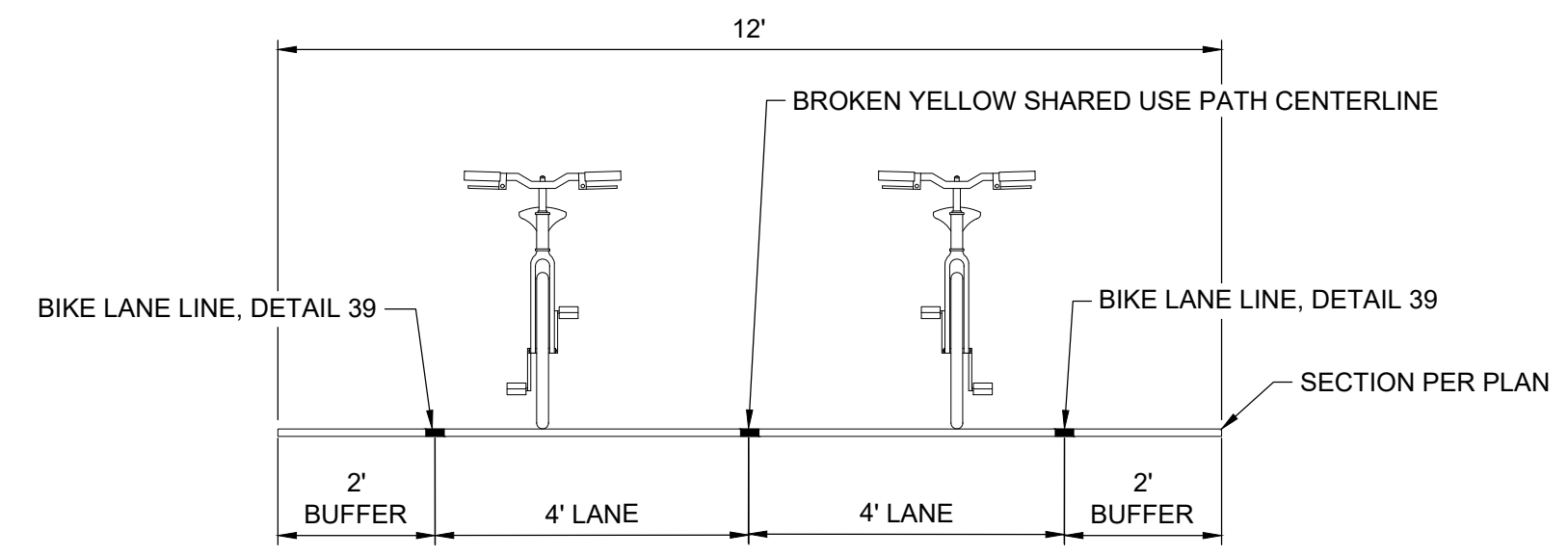
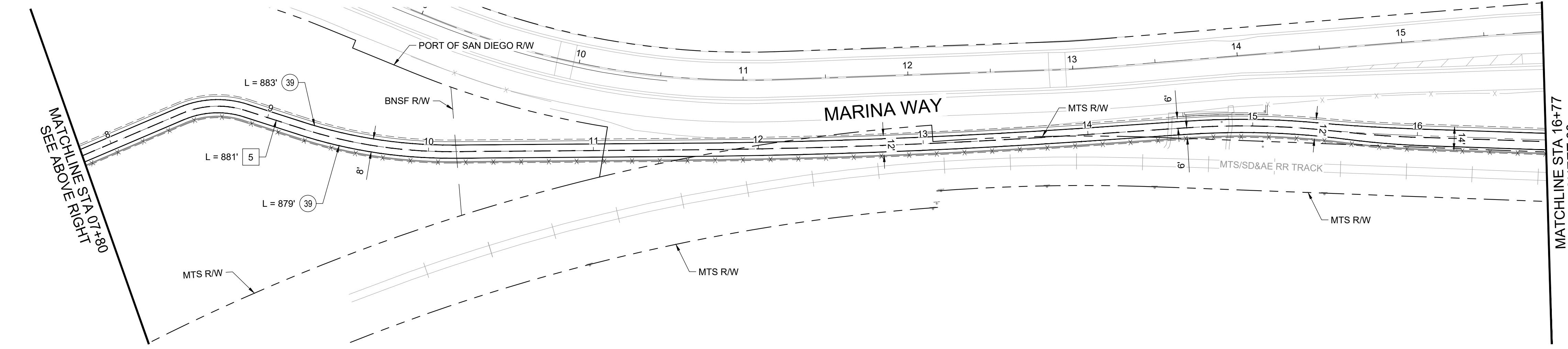
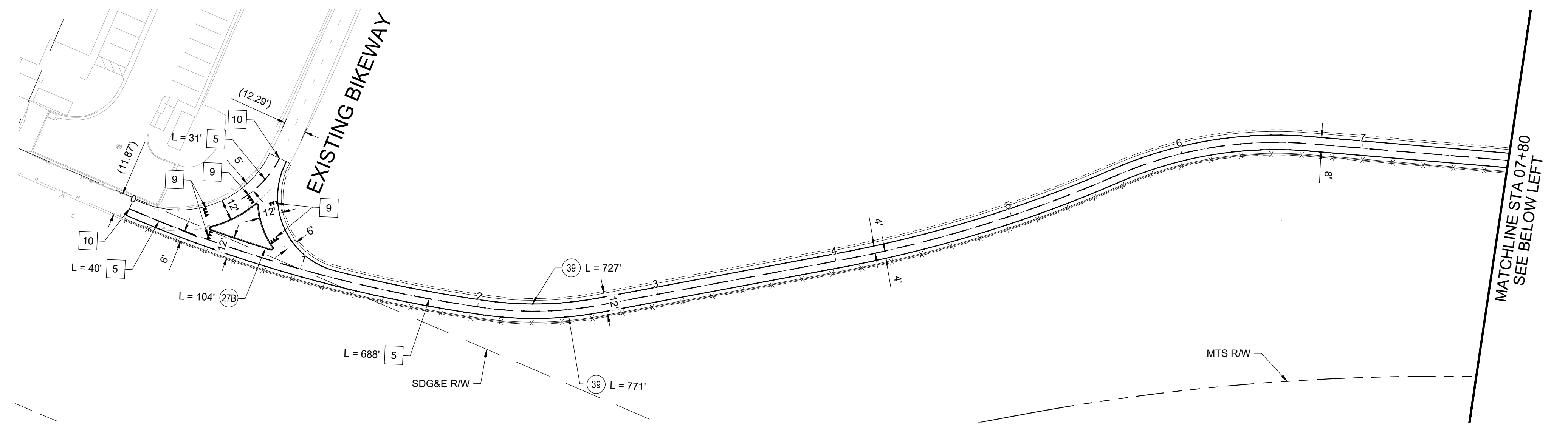
SHEET 16 OF 117 SHEETS **XXXX-XX-####D**

Exhibit B

100% IMPROVEMENT PLANS - CITY OF NATIONAL CITY - BAYSHORE BIKEWAY SEGMENT 5

Plot date: 6/13/2023 3:51:38 PM

SURVEYOR: _____		BENCHMARK: _____		HORIZONTAL CONTROL: _____	
CONSTRUCTION RECORDS		DATE STARTED: _____		INSPECTOR: _____	
CONSTRUCTION SURVEYOR		DATE COMPLETED: _____		SIGNATURE: _____	
NAME _____		COMPANY _____		SIGNATURE _____	
BY _____		DATE _____		REVISIONS	
AS-BUILT					
ENGINEERING DEPARTMENT					



TYPICAL CLASS 1 BIKEWAY / PARKSPACE STRIPING SECTION

GENERAL IMPROVEMENT NOTES

- SEE TRAFFIC SIGNAL PLANS FOR REMOVAL, RELOCATION AND/OR ADJUSTMENTS OF TRAFFIC RELATED IMPROVEMENTS.
- SEE PLANTING AND IRRIGATION PLANS FOR REMOVALS, RELOCATIONS AND/OR ADJUSTMENTS OF LANDSCAPE AND IRRIGATION RELATED IMPROVEMENTS.

LEGEND

- (xx') EXISTING LANE WIDTH
- xx' NEW LANE WIDTH OR LENGTH OF NEW STRIPING
- ⊗ STRIPING DETAIL PER LATEST CALTRANS STANDARD PLANS

SIGNING AND MARKING NOTES

- 5 INSTALL BROKEN YELLOW SHARED USE PATH CENTERLINE PER MUTCD FIGURE 9C-2A.
- 9 INSTALL WHITE THERMOPLASTIC BICYCLE YIELDING MARKING PER DETAIL ON SHEET 53.
- 10 MATCH EXISTING STRIPING

STRIPING DETAILS

- 39 INSTALL WHITE BIKE LANE LINE (DETAIL 39) PER CALTRANS REVISED STD. PLAN RSP A20D

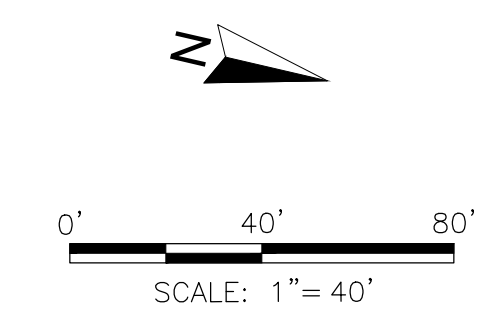
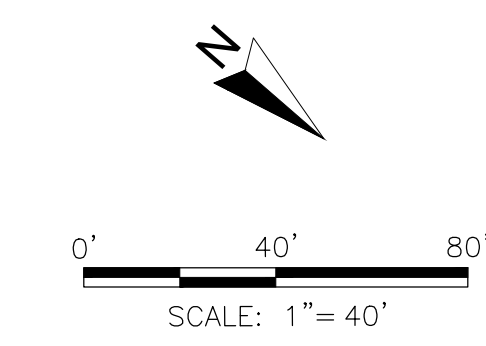


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MATHEW B. CAPUZZI, 69815 \_\_\_\_\_ DATE \_\_\_\_\_

PLANS FOR THE IMPROVEMENTS OF:

**BAYSHORE BIKEWAY SEGMENT 5**

**SIGNING AND STRIPING PLANS**

**CITY OF NATIONAL CITY**

ROBERTO YANO RCE# 56292 \_\_\_\_\_ DATE \_\_\_\_\_  
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

OIP NO. 19-20

SHEET 59 OF 117 SHEETS **XXXX-XX-####D**

100% IMPROVEMENT PLANS - CITY OF NATIONAL CITY - BAYSHORE BIKEWAY SEGMENT 5



Contract Number: BF-20253718

**GRADE CROSSING CONSTRUCTION AND MAINTENANCE AGREEMENT**

**BNSF File No.: BF-20253718**  
**Mile Post 272.34, 273.160**  
**Line Segment 7600**  
**U.S. DOT Number 026900R, 026904T**  
**San Diego Subdivision**

This Agreement (“**Agreement**”), is executed to be effective as of [\_\_\_\_\_, \_\_\_\_] (“**Effective Date**”), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation (“**BNSF**”) and the **CITY OF NATIONAL CITY**, a political subdivision of the State of California (“**City**”), collectively referred to as the “**Parties**”.

**RECITALS**

WHEREAS, BNSF owns and operates a line of railroad in and through National City, State of California;

WHEREAS, in the interest of aiding vehicular travel and public safety, the City is undertaking an improvement project along the existing Harbor Drive & Bay Marina Drive at-grade rail crossings, more specifically identified as the BNSF Line Segment **7600** and Milepost **272.34 & 273.16**, and designated by D.O.T. No. **026900R, 026904T**; the improvements consist of reconstructing the at-grade rail crossing surfaces and installation of railroad crossing signals and activation equipment within the now existing roadway easements and across the BNSF right-of-way as depicted on the Exhibit A, attached hereto;

WHEREAS, the City desires to replace the highway traffic control signals with the at-grade crossing warning devices as depicted in Exhibit A;

WHEREAS, BNSF agrees to allow the City to replace the highway traffic control signals with the at-grade traffic crossing and warning devices depicted in Exhibit A;

WHEREAS, the City agrees that BNSF and its railway system will receive no ascertainable benefit from the installation of advance warning signs, pavement marking stop bars, or related crossing signal equipment (hereinafter collectively called, “Crossing Signal Equipment”);





Contract Number: BF-20253718

WHEREAS, the City also desires BNSF to install a new crossing surface at Harbor Dr with a new concrete and rubber crossing surface;

WHEREAS, the City by this Agreement agrees to pay for the acquisition and installation of crossing signal equipment improvements and the new crossing replacement surface located at Harbor Dr. & Bay Marina Dr. with funds received by state and federal grants consistent with 23 U.S.C. § 130;

WHEREAS, BNSF agrees to purchase and install, at the City's sole expense, the crossing signal equipment and the new crossing surface improvements described in the scope of work incorporated herein, and upon the terms and conditions set forth in this Agreement;

WHEREAS, each recital shall be incorporated into this Agreement with the full force and effect applied as if in the body of the Agreement; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements of the Parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### **ARTICLE I – SCOPE OF WORK**

- 1) The term "**Project**" as used herein includes any and all work related to the reconstruction of the at-grade rail crossing surfaces by City and installation of railroad crossing signals and activation equipment for the Bayshore Bikeway Segment 5 project at U.S. D.O.T No. **026900R, 026904T**, (hereinafter referred to as the "**Crossing**") by BNSF on behalf of the City, or particularly described in Exhibit A, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation and the permanent removal, closure, vacation, and to perform the at-grade crossings known as Harbor Drive & Bay Marina Drive, Milepost 272.34, 273.16, DOT No. 026900R, 026904T, Line Segment 7600, San Diego Subdivision, California Division.

#### **ARTICLE II – RAILROAD OBLIGATIONS**

In consideration of the covenants of Agency set forth herein and the faithful performance thereof, BNSF agrees as follows:

- 1) Upon City's payment to BNSF of an administrative fee in the sum of Two Thousand and No/100 Dollars (\$2,500), together with the Temporary Construction License Fee



Contract Number: BF-20253718

in the sum of \$[REDACTED] and No/100 Dollars (\$ [REDACTED]), BNSF hereby grants to City, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to enter upon and use the portion of BNSF's right-of-way as is necessary to reconstruct, widen and thereafter maintain, the Crossing as described further on Exhibit A-1, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:

- A. Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said right-of-way;
- B. Construct, operate, maintain, renew and/or relocate upon said right-of-way, without limitation, such facilities as the BNSF may from time to time deem appropriate; and
- C. Otherwise use or operate the right-of-way as BNSF may from time to time deem appropriate.

The term of the Temporary Construction License begins on the Effective Date and ends on the earlier of (i) substantial completion of the Project, or (ii) Temporary Construction License Duration, 12 months following the Effective Date. The Temporary Construction License and related rights given by BNSF to City in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words herein contained. The Temporary Construction License is for construction of the Project only and shall not be used by City for any other purpose. City acknowledges and agrees that City shall not have the right, under the Temporary Construction License, to use the BNSF's right-of-way for any other purpose than construction. In the event City is evicted by anyone owning, or claiming title to or any interest in said right-of-way, BNSF will not be liable to City for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, will not impair or interfere with the rights granted to City herein.

Upon City's payment to BNSF of the additional sum of \$[REDACTED] and No/100 Dollars (\$ [REDACTED]), such payment to be made within thirty (30) days of issuing the Notice to Proceed pursuant to Article III, Section 16 of this Agreement, and provided further that City is in compliance with the term and conditions of this Agreement, BNSF will grant to City, its successors and assigns, an easement (hereinafter called, the "Easement") to enter upon and use that portion of BNSF's right-



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of-way as is necessary to use and maintain the Crossing, substantially in the form of Exhibit B attached to this Agreement. If City fails to pay BNSF within the thirty-day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

- 1) BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Project, such railroad work and the estimated cost thereof being as shown on Exhibit D attached hereto and made a part hereof. In the event construction on the Project has not commenced within six (6) months following the Effective Date, BNSF may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit D. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit D not specifically mentioned therein may be included as a part of this Agreement upon written approval of the City, which approval will not be unreasonably withheld. Construction of the Project must include the following railroad work by BNSF:
  - A. Procurement of materials, equipment and supplies necessary for the railroad work;
  - B. Furnishing of flagging services during construction of the Project as required and set forth in further detail on Exhibit C, attached to this Agreement and made a part hereof;
  - C. Furnishing engineering and inspection as required in connection with the construction of the Project;
  - D. Installation of Crossing Signal Equipment and Crossing Signal Control House as shown on Exhibit A;
  - E. Provide an interface box, with contact terminals, mounted on side of Crossing Signal Control House; and
  - F. Make such changes in the alignment, location and elevation of its telephone, telegraph, signal and/or wire lines and appurtenances along, over or under the tracks, both temporary and permanent, as may become necessary by reason of the construction of the Project.



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- 2) BNSF will perform all railroad work set forth in Article II, Section 2 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements
- 3) City agrees to reimburse BNSF for work of an emergency nature caused by City or City's contractors in connection with the Project which BNSF deems is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval. City and City agrees to fully reimburse BNSF for all such emergency work.
- 4) BNSF may charge City for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.
- 5) During the construction of the Project, BNSF will send to the City periodic invoices detailing the costs of the railroad work performed by BNSF under this Agreement. The City must reimburse BNSF for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of the Project, BNSF will send City a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit D. Pursuant to this section and Article IV, Section 7 herein, the City must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to the City under this section. For purposes of computing the time limits prescribed by the California Government Code Section 911.2 for the presentment of a claim against the City the cause of action for failure to reimburse BNSF for the costs of the Railroad work performed by it pursuant to this Agreement shall be deemed to have accrued one hundred and eighty (180) days of the date of the final invoice.



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### **ARTICLE III – CITY OBLIGATIONS**

In consideration of the covenants of BNSF set forth herein and the faithful performance thereof, Agency agrees as follows:

- 1)** The City must furnish to BNSF plans and specifications for the Project. Said plans (reduced size 11” x 17”), showing the plan and profile of the roadway work on BNSF right-of-way and marked as Exhibit A, attached hereto and made a part hereof, must be submitted to BNSF for the development of railroad cost estimates.
- 2)** The City must make any required application and obtain all required permits and approvals for the construction of the Project.
- 3)** The City must acquire all rights of way necessary for the construction of the Project.
- 4)** City must make any and all arrangements, in compliance with BNSF’s Utility Accommodation Manual (<http://www.bnsf.com/communities/faqs/pdf/utility.pdf>), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.
- 5)** The City must construct the Project as shown on the attached Exhibit A and do all work (“City’s Work”) provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF as outlined in the below. The City must furnish all labor, materials, tools and equipment for the performance of City’s Work. The principal elements of City’s Work are as follows:
  - A.** Design and Reconstruction/Construction of Harbor Dr & Bay Marina Dr;
  - B.** Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, “MUTCD”);
  - C.** Installation of advance warning signs in accordance with the MUTCD;
  - D.** Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF’s right-of-way.;
  - E.** Construct suitable drainage, both temporary and permanent;



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- F. Provide all barricades, lights, flagmen or traffic control devices necessary for preventing vehicular traffic from using a portion of the Crossing, during the installation of the concrete crossing surfaces, and also during the installation of the Crossing Signal Equipment;
  - G. Construct asphalt/concrete roadway surface on approaches to each track. Roadway surface will match elevation of the Main (and Siding) Track crossing surface(s) and remain level to a point at least thirty (30) feet from nearest rail. Any concrete headers will be constructed no closer than 5'-6" (preferably 6'-0") from centerline of each track to provide for a minimum of 11'-0" (preferably 12'-0") opening for track and railroad crossing surface;
  - H. Perform job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF;
  - I. Provide BNSF in writing with the total time required from start of preempt cycle of highway traffic control signals until arrival of the train at the highway-rail crossing;
  - J. Connect the highway traffic control signals to the contact terminals in the interface box including all necessary cable and conduit; and
  - K. Install the new highway traffic control signals.
- 6) The City will approve the location of the signals and signal bungalow prior to the installation by BNSF.
- 7) The City must have advanced railroad crossing signs and standard pavement markings in place at the crossing shown on Exhibit A (if the same are required by the MUTCD) prior to the acceptance of this Project by the City.
- 8) The City must provide to the BNSF's Manager of Public Projects written notice to proceed ("**Notice to Proceed**") with the railroad portion of the work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written Notice to Proceed is received from City.
- 9) The City's Work must be performed by the City or City's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.



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- 10)** For any future inspection or maintenance, either routine or otherwise, performed by subcontractors on behalf of the City, City shall require the subcontractors to comply with the provisions of the attached Exhibit C and execute the agreement attached hereto as Exhibit C-1. Prior to performing any future maintenance with its own personnel, the City shall: comply with all of BNSF's applicable safety rules and regulations; require any City employee performing maintenance to complete the safety training program at the BNSF's Internet Website "[www.contractororientation.com](http://www.contractororientation.com)"; notify BNSF when, pursuant to the requirements of Exhibit C, a flagger is required to be present; procure, and have approved by BNSF's Risk Management Department, Railroad Protective Liability insurance.
- 11)** The City must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, the City must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF railway tracks.
- 12)** The City must include the following provisions in any contract with its contractor(s) performing work on said Project:

  - A.** The City and its contractors are placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The City and its contractors will be responsible for contacting BNSF and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The City's contractors must mark all Lines shown on the plans or marked in the field in order to verify their locations. The City's contractors must use all reasonable methods when working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.
  - B.** Failure to mark or identify these Lines will be sufficient cause for BNSF's engineering representative to stop construction at no cost to the City or BNSF until these items are completed.
  - C.** The Contractor will be responsible for the relocation of any facilities or Lines determined to interfere with the construction. The City's contractor must cooperate fully with all telecommunications company(ies) in performing such relocations.



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D. In addition to the liability terms contained elsewhere in this Agreement, the City's contractors hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of contractor, its subcontractors, agents and/or employees that cause or in any way or degree contribute to: (1) any damage to or destruction of any Lines by contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's right-of-way, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's right-of-way, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies). **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.**

13) The City must require compliance with the obligations set forth in this agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor (i) the provisions set forth in Article III and IV; and (ii) the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.

14) Except as otherwise provided below in this Section 13, all construction work performed hereunder by City for the Project will be pursuant to a contract or contracts to be let by City, and all such contracts must include the following:

- A. All work performed under such contract or contracts within the limits of BNSF's right-of-way must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;
- B. Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;
- C. No work will be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work must have (i) executed and





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delivered to BNSF an agreement in the form of Exhibit C-1, and (ii) delivered to and secured BNSF's approval of the required insurance;

D. If it is in City's best interest, the City may direct that the construction of its Project be done by day labor under the direction and control of the City, or if at any time, in the opinion of the City, if one of its contractors has failed to prosecute with diligence the work specified in and by the terms of said contract, City may terminate its contract with the contractor and take control over the work and proceed to complete the same by day labor or by employing another contractor(s) provided; however, that any contractor(s) replacing the original contractor(s) must comply with the obligations in favor of BNSF set forth above and, provided further, that if such construction is performed by day labor, the City will, at its expense, procure and maintain on behalf of BNSF the insurance required by Exhibit C-1.

E. To facilitate scheduling for the Project, the City shall have its contractors give BNSF's Roadmaster 90 days advance notice of the proposed times and dates for work windows. BNSF and the City's contractor will establish mutually agreeable work windows for the Project. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.

15) City must advise the appropriate BNSF Manager Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, City must notify BNSF's Manager Public Projects, in writing, of the date on which City and/or its Contractor will meet with BNSF for the purpose of making final inspection of the Project.

16) **TO THE FULLEST EXTENT PERMITTED BY LAW, CITY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF CITY, ITS**



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**CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) CITY'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT GRANTED TO CITY PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO CITY PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) CITY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY CITY, OR (VII) AN ACT OR OMISSION OF CITY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY CITY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.**

17) The City agrees to provide BNSF for the performance of their work with one of the following credit enhancements guaranteeing the total amount of City's financial obligations (including, without limitation, liquidated damages, indemnity obligations and other expenses) under this Agreement:

- A. Irrevocable Bank Letter of Credit drawn upon a bank satisfactory to BNSF;
- B. Surety Bond underwritten by an insurance company listed in the Department of Treasury Federal Register with terms acceptable to BNSF, in BNSF's sole discretion; or
- C. A posted cash deposit via wire transfer to a BNSF deposit account.

Any irrevocable letter of credit or surety bond provided to BNSF pursuant to this provision shall have a minimum term of eighteen (18) months. The bank issuing the letter of credit and the insurance company issuing the surety bond shall notify BNSF thirty (30) days prior to the expiration date of the letter of credit or the surety bond.



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Upon expiration of any surety bond or letter of credit, the City must immediately provide BNSF with a substitute letter of credit, surety bond or cash deposit as set forth above until the City's financial obligations to BNSF are fully and finally satisfied.

Any cash deposit provided under this provision will be held in a non-interest bearing account in the name of BNSF. If the City's financial obligations at the end of the Project are less than the amount of the cash deposit, BNSF shall refund any remaining sum to City.

The City should forward the letter of credit or the surety bond to BNSF's Manager of Risk Management, 2500 Lou Menk Drive, AOB-1, Fort Worth, Texas 76131 (phone: 817-352-3485). If posting a cash deposit pursuant to this provision, contact BNSF Manager of Risk Management to obtain the BNSF account information.

#### **ARTICLE IV – JOINT OBLIGATIONS**

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following:

- 1) All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's approval prior to the commencement of any such changes or modifications.
- 2) The work hereunder must be done in accordance with the Exhibit A and the detailed plans and specifications approved by BNSF.
- 3) The City must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations of either BNSF or its related railroads, or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such redirecting their labor forces to other matters. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision



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and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.

- 4) BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) City (or any of its contractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) City (or any of its contractors), in BNSF's opinion, prosecutes the Project work in a manner that is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) City fails to pay BNSF for the Temporary Construction License or the Easement pursuant to Article II, Section 1 of this Agreement. The work stoppage will continue until all necessary actions are taken by City or its contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until proof of additional insurance has been delivered to and accepted by BNSF. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, BNSF may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following individual in writing:

**National City**  
City Manager  
1243 National City Blvd  
National City, CA 91950

- 5) The City must supervise and inspect the operations of all City contractors to ensure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of BNSF. If BNSF determines that proper supervision and inspection are not being performed by City personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the Project will not proceed until City corrects the to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify the City's City Manager for appropriate corrective action.
- 6) Pursuant to this section and Article II, Section 6 herein, City must reimburse BNSF in full for the **actual costs** of all work performed by BNSF under this Agreement



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(including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes), less BNSF's Share as set forth in Article IV, Section 6 herein. BNSF's share must be paid upon completion of the Project. In any action brought under this Agreement, the prevailing party shall be entitled to recover its actual costs and attorneys fees pursuant to California Civil Code Section 1717, as well as other litigation costs, including expert witness fees. The prevailing Party shall also be entitled to recover all actual attorneys fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding.

- 7)** All expenses detailed in statements sent to City pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Title 23 U.S. Code, Title 23 Code of Federal Regulations, and the Federal-Aid Policy Guide, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.
- 8)** The construction of the Project will not commence until City gives BNSF's Manager Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference BNSF's file number and D.O.T. Crossing No. 026900R, 026904T and must state the time that construction activities will begin.
- 9)** In addition to the terms and conditions set forth elsewhere in this Agreement, BNSF and the City agree to the following terms upon completion of construction of the Project:

  - A.** The City will own and be fully responsible for repairs, maintenance, future construction or reconstruction of the Harbor Drive & Bay Marina Drive roadway, including the portion of roadway located between the tracks.
  - B.** The City will maintain the elevation of the Harbor Drive & Bay Marina Drive roadway approaches to match the elevation on the railroad track crossing surfaces and to be no more than three (3) inches above or six (6) inches below top-of-rail elevation at a distance measured thirty (30) feet from the nearest rail.
  - C.** The City will maintain the advanced railroad crossing warning signs and pavement markings and agrees to hold harmless and indemnify BNSF for any claims, damages or losses, in whole or in part, caused by or due to the City's failure to maintain the advanced warning signs and markings or other requirements of the MUTCD.



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- D. City will do nothing and permit nothing to be done in the maintenance of the Harbor Drive & Bay Marina Drive roadway, which will interfere with or endanger facilities of BNSF.
- E. It is expressly understood by City and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the Parties.
- F. BNSF will, at its sole cost and expense, operate and maintain the Crossing Signal Equipment, Crossing Signal Control House, and the new crossing surfaces, from end-of-tie to end-of-tie, in proper condition.
- G. Notwithstanding the preceding provision, if any regulations, ordinances, acts, rules or other laws subsequently passed or amended by the Agency or any other governmental or legislative authority increase the Agency's portion of maintenance cost under this Agreement, BNSF will receive the benefit of any such regulations, ordinances, acts, rules or other laws and the Agency's increased portion of maintenance costs will be incorporated into and made a part of this Agreement.
- H. If a railway or highway improvement project necessitates rearrangement, relocation, or alteration of the Crossing Signal Equipment, Crossing Signal House, or the new crossing surface installed hereunder, the costs for such rearrangement, relocation or alteration will be the responsibility of the party requesting such changes.
- I. If any of the Crossing Signal Equipment is partially or wholly destroyed, then such repair and/or replacement costs must be distributed among the parties as follows:
  - i) BNSF must, at its sole cost and expense, replace or repair such Crossing Signal Equipment and/or Crossing Signal House. Except for the new warning devices added to protect the Bike path.
  - ii) City must, at its sole cost and expense, reimburse to replace or repair the dedicated bike path Crossing Signal Equipment.
- J. BNSF will operate and maintain, at its expense, the necessary relays and other materials required to preempt the highway traffic control signals with the grade crossing warning devices.



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- K. BNSF will operate and maintain, at its expense, the railroad crossing warning devices up to the contact terminals in the interface box.
  - L. City will own, operate and maintain, at its expense, the highway traffic control signals up to and including connection to the contact terminals in the interface box including all necessary cable and conduit.
- 10)** The City must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for **Inspection and Maintenance** purposes and the BNSF Manager of Public Projects will determine if flagging is required. If the construction work hereunder is contracted, City must require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, as the same may be revised from time to time. City will be responsible for its contractor(s) compliance with such obligations.
- 11)** Any books, papers, records and accounts of the Parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the Project construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto, as well as the State of California and the Federal Highway Administration, for a period of three (3) years from the date of final BNSF invoice under this Agreement.
- 12)** The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the Parties. Notwithstanding the preceding sentence, neither Party may assign any of its rights or obligations without the prior written consent of the other Party which shall not be unreasonably withheld.
- 13)** In the event construction of the Project does not commence within one year of the Effective Date, this Agreement will become null and void. Either Party may extend such time with the consent of the other which shall not be unreasonably withheld.
- 14)** Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.
- 15)** To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable



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law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

**16)** This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF and City with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.

**17)** Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

BNSF:                      BNSF's Manager Public Projects  
                                    740 E Carnegie Dr  
                                    San Bernardino, CA 92408

City:                         National City Manager  
                                    1243 National City Blvd  
                                    National City, CA 91950

**SIGNATURE PAGE FOLLOWS**





Contract Number: BF-20253718

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials or representatives as of the day and year first above written.

**BNSF RAILWAY COMPANY**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY  
City Of National City**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ City Manger

Approved as to form:

\_\_\_\_\_  
City Attorney



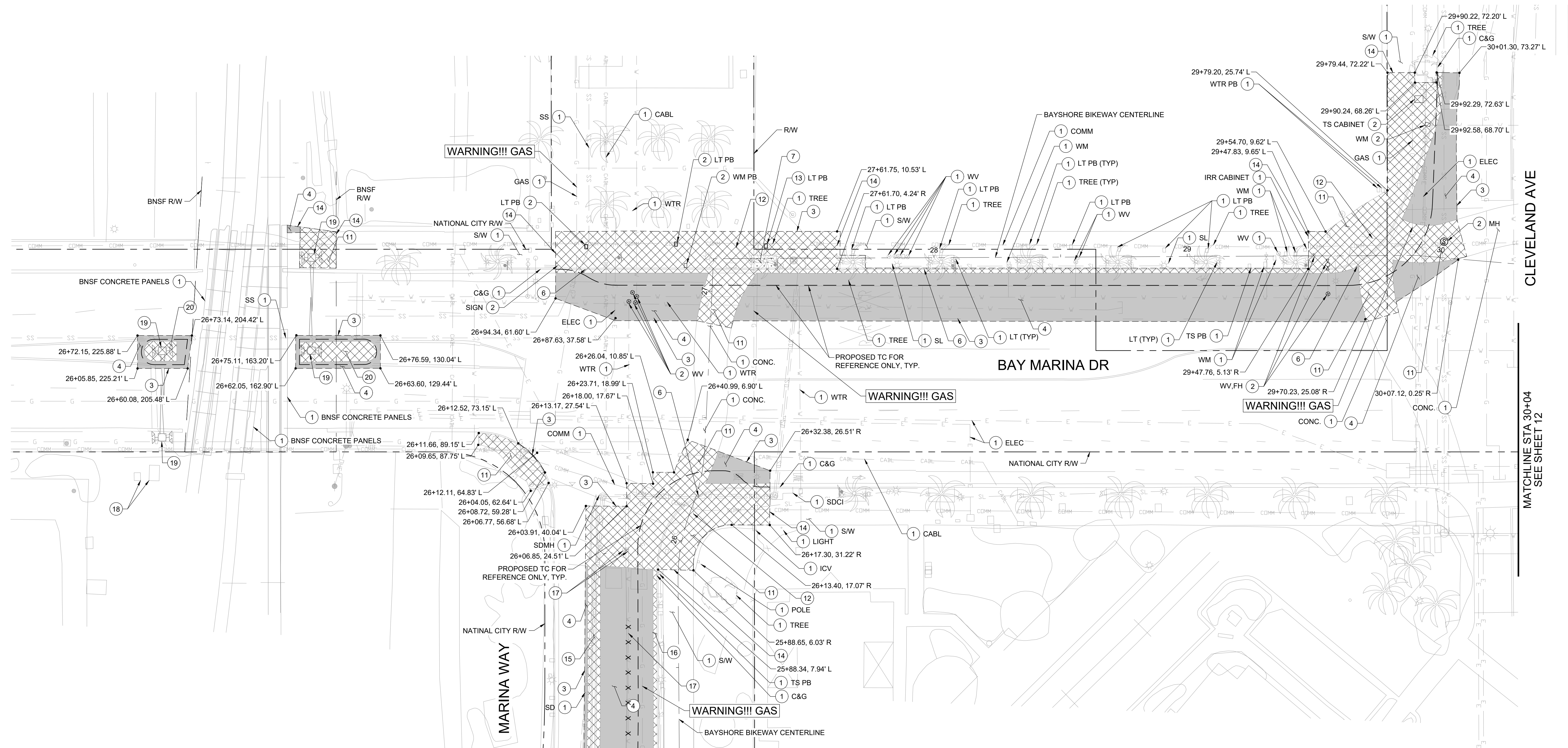
Contract Number: BF-20253718

**Exhibit A**

[See attached]



SURVEYOR:		BENCHMARK:		HORIZONTAL CONTROL:	
CONSTRUCTION RECORDS		DATE STARTED:		INSPECTOR:	
CONSTRUCTION SURVEYOR		NAME		COMPANY	
ENGINEERING DEPARTMENT		AS-BUILT		REVISIONS	
BY	APPROVED	DATE			

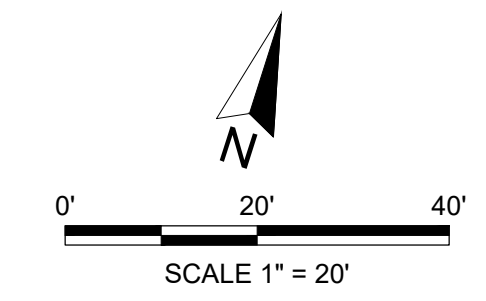


**DEMOLITION NOTES**

- ① PROTECT IN PLACE
- ② ADJUST TO FINISH GRADE
- ③ SAWCUT PER DETAIL ON SHEET 5
- ④ REMOVE EXISTING ASPHALT PAVEMENT AND BASE
- ⑥ REMOVE EXISTING CONCRETE CURB AND GUTTER
- ⑦ REMOVE VEGETATION, DEBRIS, AND OTHER MATERIAL IN CONFLICT WITH THE PROPOSED IMPROVEMENTS
- ⑩ REMOVE EXISTING TREE
- ⑪ REMOVE EXISTING CONCRETE SIDEWALK AND BASE
- ⑫ REMOVE EXISTING CURB RAMP
- ⑭ SAWCUT EXISTING SIDEWALK AT NEAREST JOINT
- ⑮ REMOVE EXISTING CONCRETE MEDIAN CURBS, GUTTERS, PCC PAVEMENT, AND BASE
- ⑯ REMOVE EXISTING CONCRETE GUTTER
- ⑰ WATER RELOCATION PER SHEET 55
- ⑱ REMOVE EXISTING BNSF RAILROAD SIGNAL HOUSE AND TERMINATION BOX BY BNSF FORCES
- ⑳ REMOVE EXISTING CPUC STD. NO. 9 RR WARNING DEVICE AND FOUNDATION BY BNSF FORCES
- ㉑ REMOVE EXISTING CONCRETE MEDIAN CURBS, AC PAVEMENT, AND BASE

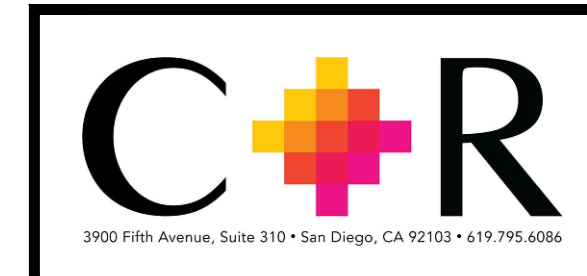
**GENERAL NOTES**

1. UNLESS OTHERWISE SHOWN ON PLANS, CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS WITHIN GRADING LIMITS AND REMOVE ALL IMPEDANCES FOR THE PROPOSED FACILITIES.
2. VERIFY THE EXISTENCE AND HORIZONTAL/VERTICAL LOCATION OF ALL UTILITIES WITHIN THE PROJECT AREA THAT MAY CONFLICT WITH THE PROPOSED CONSTRUCTION. VERIFY THAT ANY UTILITIES SHOWN TO BE RELOCATED BY OTHERS HAVE BEEN RELOCATED AND ARE NO LONGER IN CONFLICT. IMMEDIATELY NOTIFY THE ENGINEER OF ANY REMAINING UTILITY CONFLICTS PRIOR TO THE START OF ANY DEMOLITION WORK.
3. CONTRACTOR SHALL MAINTAIN EXISTING ELECTRICAL CIRCUITS FOR EQUIPMENT NOT REMOVED DURING DEMOLITION.
4. EXISTING STREET LIGHTS AND TRAFFIC SIGNALS SHALL REMAIN IN OPERATION UNTIL NEW SYSTEMS ARE OPERATIONAL. SEE ELECTRICAL PLANS FOR LIGHTING IMPROVEMENTS. SEE SIGNAL PLANS FOR SIGNAL IMPROVEMENTS.
5. PROPOSED IMPROVEMENTS SHOWN FOR REFERENCE ONLY. SEE IMPROVEMENT PLANS FOR PROPOSED IMPROVEMENTS.
6. SEE SIGNING AND PAVEMENT MARKING PLANS FOR PAVEMENT MARKINGS, AND TRAFFIC SIGN REMOVALS, RELOCATIONS, AND NEW INSTALLATIONS.
7. SEE TRAFFIC SIGNAL PLANS FOR TRAFFIC SIGNAL EQUIPMENT REMOVALS, ADJUSTMENTS, RELOCATIONS AND NEW INSTALLATIONS.
8. CONTRACTOR SHALL NOTIFY BNSF MANAGER OF PUBLIC PROJECTS PRIOR TO ANY WORK WITHIN BNSF RIGHT-OF-WAY OR ANY WORK AFFECTING GRADE CROSSING OPERATIONS.



**LEGEND**

- PROPERTY LINE
- SAWCUT LINE
- DAYLIGHT LINE
- UTILITY REMOVAL



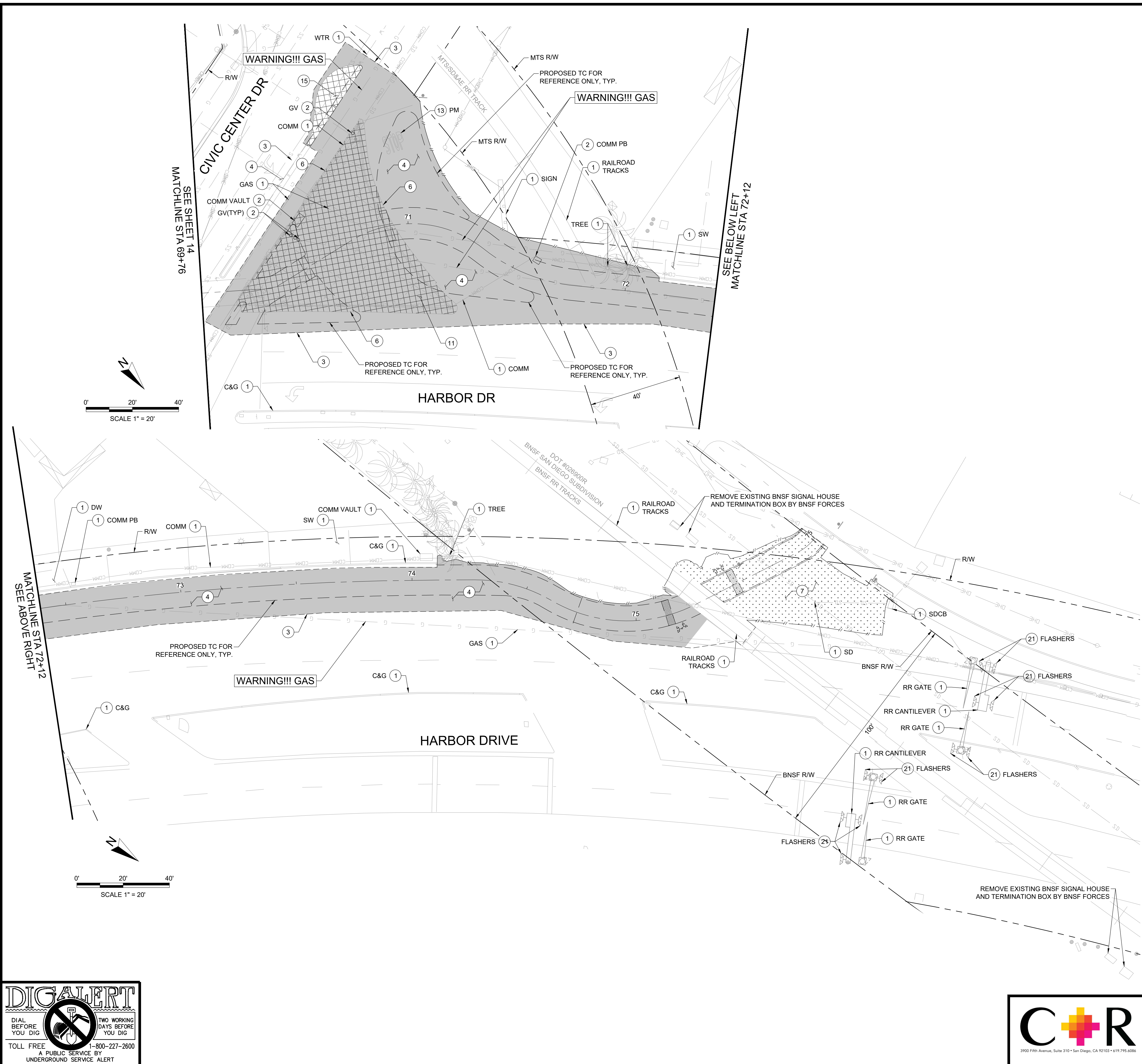
**DECLARATION OF RESPONSIBLE CHARGE**  
 I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THIS PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONAL CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.  
 I UNDERSTAND THAT THE CHECK OF THESE PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF NATIONAL CITY IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR THE PROJECT DESIGN.  
 MATTHEW B. CAPUZZI, 69815 \_\_\_\_\_ DATE \_\_\_\_\_

**NATIONAL CITY**  
 INCORPORATED 1837  
 PLANS FOR THE IMPROVEMENTS OF:  
**BAYSHORE BIKEWAY SEGMENT 5**  
**DEMOLITION PLANS**  
**CITY OF NATIONAL CITY**  
 ROBERTO VANO RCE# 56292 \_\_\_\_\_ DATE \_\_\_\_\_  
 DIRECTOR OF PUBLIC WORKS/CITY ENGINEER  
 SHEET 11 OF 117 SHEETS  
 OIP NO. 19-20  
 xxxx-xx-####D

Exhibit A

Plot date: 6/14/2023 11:13:42 AM

CONSTRUCTION RECORDS	SURVEYOR:	
	BENCHMARK:	
CONSTRUCTION SURVEYOR	DATE STARTED:	
	INSPECTOR:	
GEOLOGICAL RECORD	DATE COMPLETED:	
	SIGNATURE:	
CONSTRUCTION SURVEYOR	NAME:	
	COMPANY:	
CONSTRUCTION SURVEYOR	NAME:	
	COMPANY:	
BY	APPROVED	DATE
REVISIONS		
ENGINEERING DEPARTMENT		



**LEGEND**

- PROPERTY LINE
- SAWCUT LINE
- DAYLIGHT LINE

**DEMOLITION NOTES**

- 1 PROTECT IN PLACE
- 2 ADJUST TO FINISH GRADE
- 3 SAWCUT PER DETAIL ON SHEET 5
- 4 REMOVE EXISTING ASPHALT PAVEMENT AND BASE
- 6 REMOVE EXISTING CONCRETE CURB AND GUTTER
- 7 REMOVE VEGETATION, DEBRIS, AND OTHER MATERIAL IN CONFLICT WITH THE PROPOSED IMPROVEMENTS
- 10 REMOVE EXISTING TREE
- 11 REMOVE EXISTING CONCRETE SIDEWALK AND BASE
- 12 REMOVE EXISTING CURB RAMP
- 13 REMOVE AND DISPOSE
- 14 SAWCUT EXISTING SIDEWALK AT NEAREST JOINT
- 15 REMOVE EXISTING CONCRETE MEDIAN CURBS, GUTTERS, PCC PAVEMENT, AND BASE
- 21 REPLACE EXISTING RAILROAD FLASHERS WITH LED RAILROAD FLASHERS BY BNSF FORCES

**GENERAL NOTES**

1. UNLESS OTHERWISE SHOWN ON PLANS, CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS WITHIN GRADING LIMITS AND REMOVE ALL IMPEDANCES FOR THE PROPOSED FACILITIES.
2. VERIFY THE EXISTENCE AND HORIZONTAL/VERTICAL LOCATION OF ALL UTILITIES WITHIN THE PROJECT AREA THAT MAY CONFLICT WITH THE PROPOSED CONSTRUCTION. VERIFY THAT ANY UTILITIES SHOWN TO BE RELOCATED BY OTHERS HAVE BEEN RELOCATED AND ARE NO LONGER IN CONFLICT. IMMEDIATELY NOTIFY THE ENGINEER OF ANY REMAINING UTILITY CONFLICTS PRIOR TO THE START OF ANY DEMOLITION WORK.
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5. PROPOSED IMPROVEMENTS SHOWN FOR REFERENCE ONLY. SEE IMPROVEMENT PLANS FOR PROPOSED IMPROVEMENTS.
6. SEE SIGNING AND PAVEMENT MARKING PLANS FOR PAVEMENT MARKINGS, AND TRAFFIC SIGN REMOVALS, RELOCATIONS, AND NEW INSTALLATIONS.
7. SEE TRAFFIC SIGNAL PLANS FOR TRAFFIC SIGNAL EQUIPMENT REMOVALS, ADJUSTMENTS, RELOCATIONS AND NEW INSTALLATIONS.
8. CONTRACTOR SHALL NOTIFY BNSF MANAGER OF PUBLIC PROJECTS PRIOR TO ANY WORK WITHIN BNSF RIGHT-OF-WAY OR ANY WORK AFFECTING GRADE CROSSING OPERATIONS.

Exhibit A

**DECLARATION OF RESPONSIBLE CHARGE**

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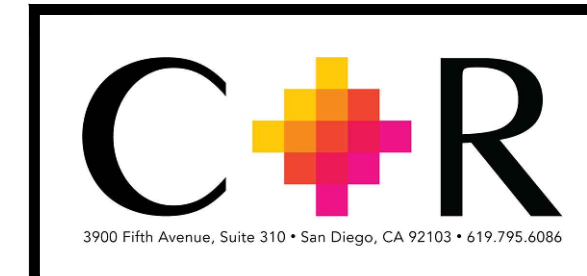
MATTHEW B. CAPUZZI, 69815 \_\_\_\_\_ DATE \_\_\_\_\_



PLANS FOR THE IMPROVEMENTS OF:  
**BAYSHORE BIKEWAY SEGMENT 5**  
**DEMOLITION PLANS**  
**CITY OF NATIONAL CITY**

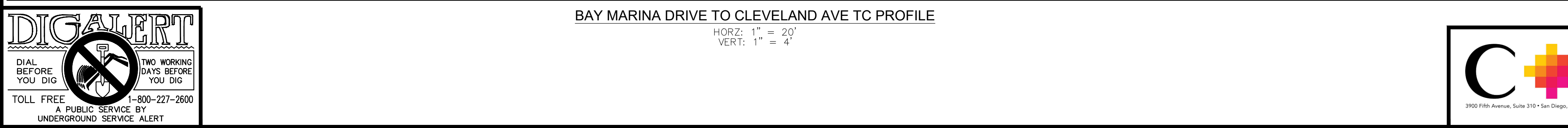
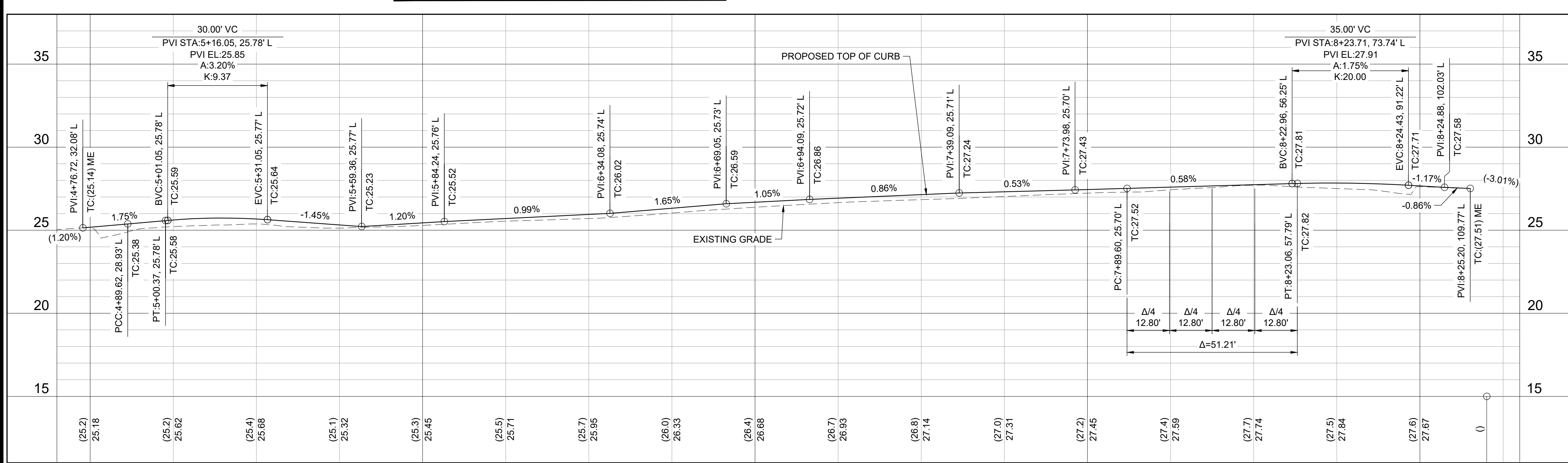
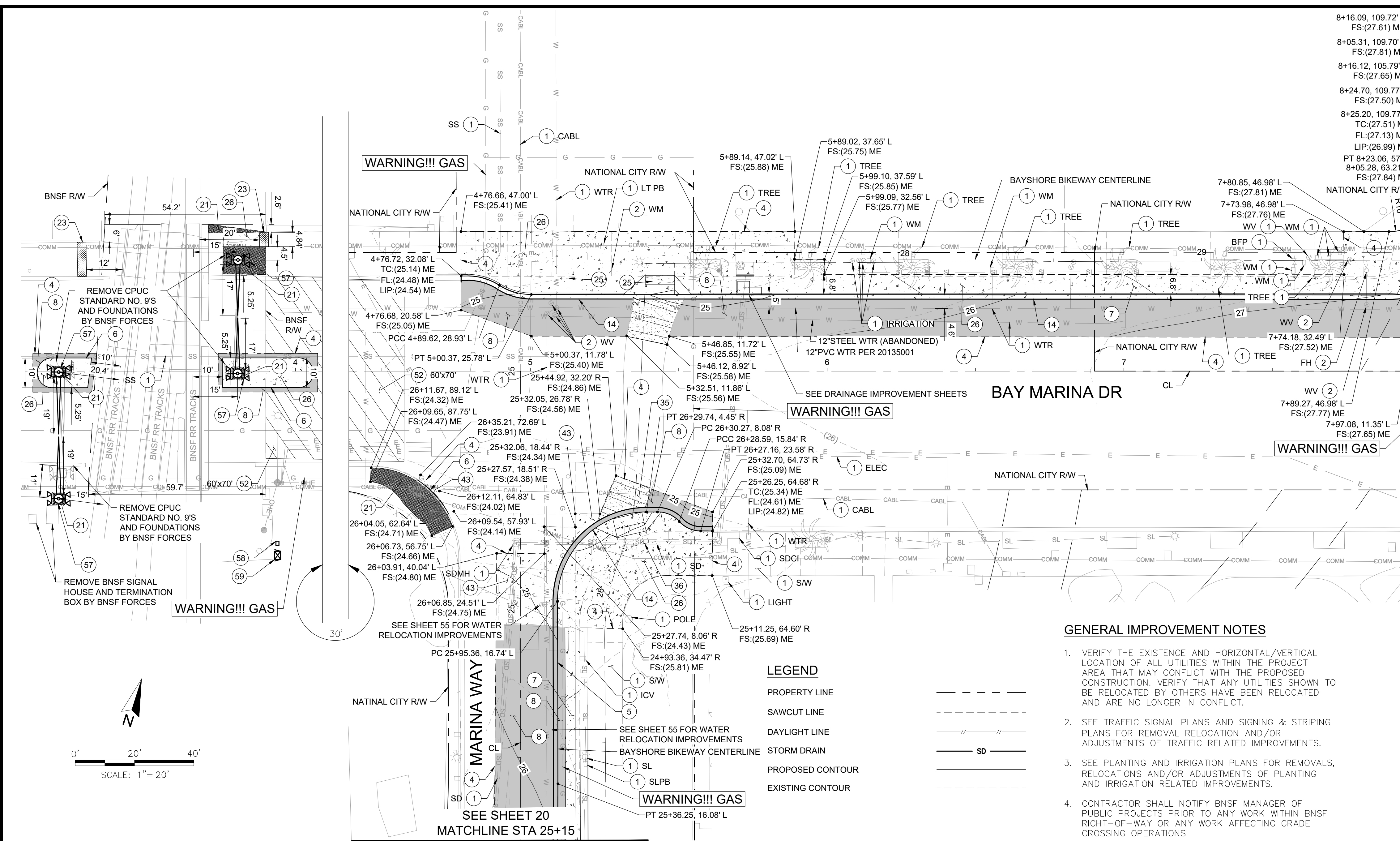
ROBERTO YANO RCE# 56292 \_\_\_\_\_ DATE \_\_\_\_\_  
 DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

CIP NO. 19-20  
 SHEET 15 OF 117 SHEETS



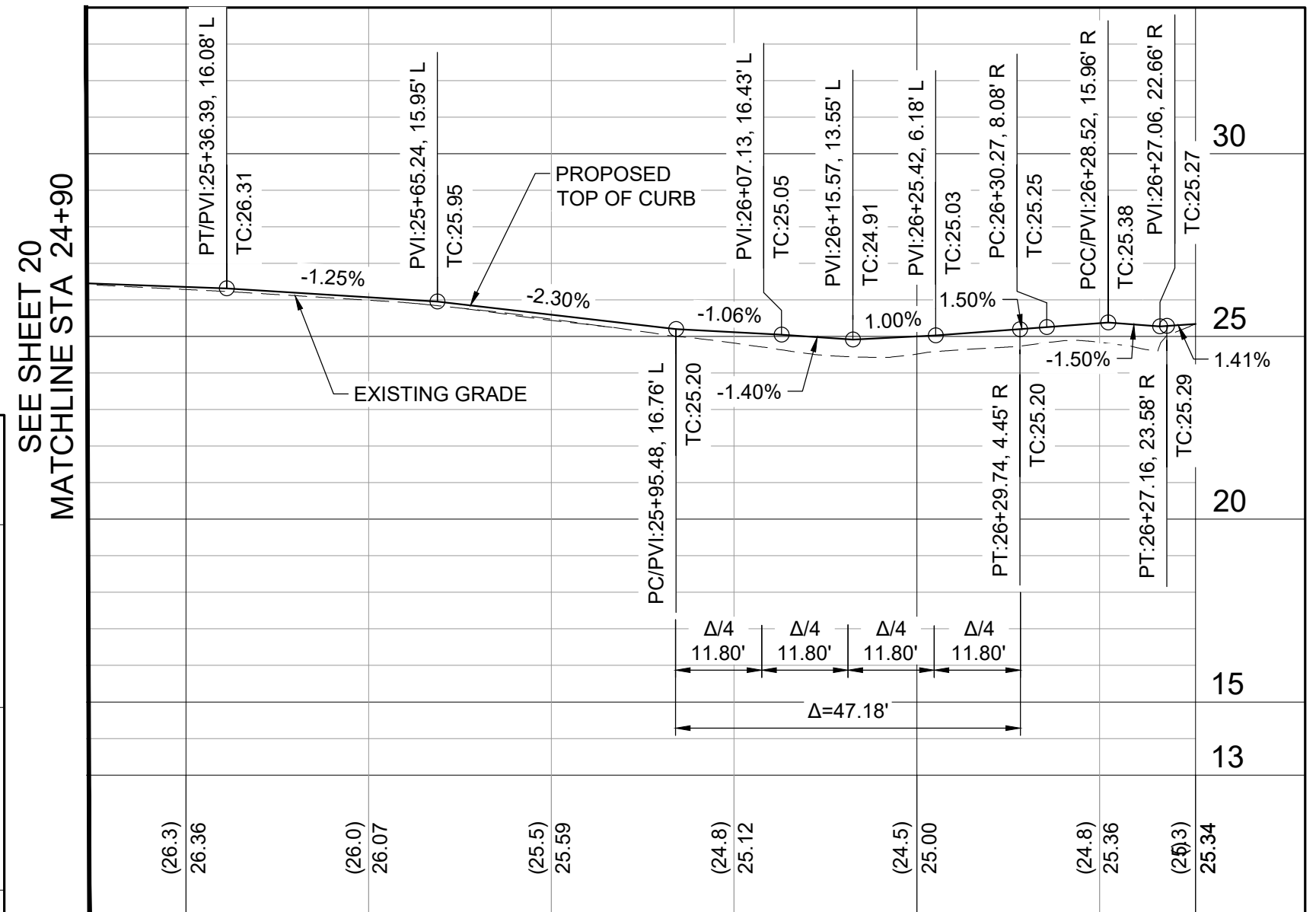
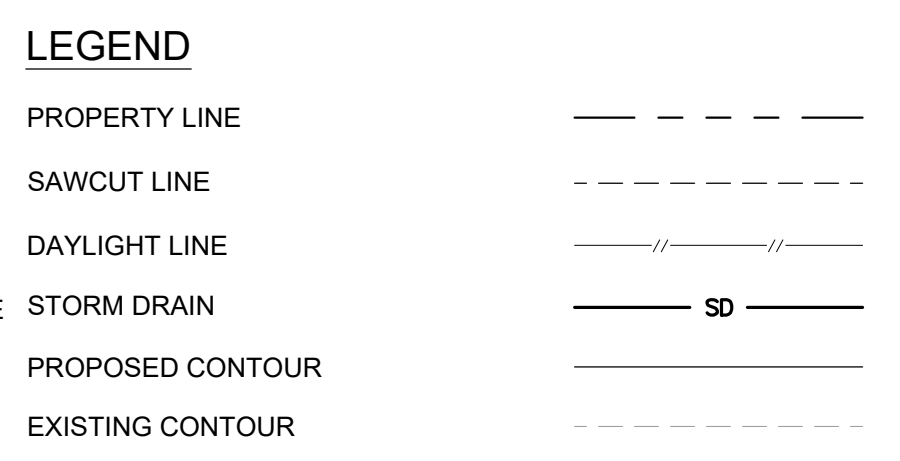
100% IMPROVEMENT PLANS - CITY OF NATIONAL CITY - BAYSHORE BIKEWAY SEGMENT 5

CONSTRUCTION RECORDS		DATE STARTED:		INSPECTOR:		DATE COMPLETED:	
CONSTRUCTION SURVEYOR		NAME		COMPANY		SIGNATURE	
ENGINEERING DEPARTMENT		AS-BUILT		REVISIONS			



- ### CONSTRUCTION NOTES
- PROTECT IN PLACE
  - ADJUST TO FINISH GRADE
  - REMOVE AND RELOCATE PER PLAN
  - SAWCUT PER DETAIL ON SHEET 6
  - CONSTRUCT TYPE "B-2" CURB AND GUTTER PER SDRSD G-06
  - CONSTRUCT TYPE "B-1" CURB PER SDRSD G-06
  - CONSTRUCT BIKEWAY SECTION 4" ASPHALT OVER 6" CLASS II AGGREGATE BASE. SEE TYPICAL CROSS SECTION PER DETAIL ON SHEET 7
  - CONSTRUCT PAVEMENT SECTION - 3" AC OVER 7" CLASS II AGGREGATE BASE. TENSAR TX-7 REINFORCEMENT OR APPROVED EQUAL TO BE UNDERLAIN ON PREPARED SUBGRADE
  - CONSTRUCT TYPE "G" CURB AND GUTTER PER SDRSD G-02
  - SEE CORRIDOR IMPROVEMENT PLANS
  - INSTALL 2" ANGULAR BALLAST GRAVEL. SEE LANDSCAPE PLANS FOR MORE DETAIL
  - CONSTRUCT TRUNCATED DOMES PER SDRSD G-30
  - CONSTRUCT TYPE B CURB RAMP PER SDRSD G-27
  - CONSTRUCT CONCRETE SIDEWALK PER SDRSD G-07. DESIGN SIDEWALK CROSS SLOPE TO 1.5%.
  - CONSTRUCT DECORATIVE CONCRETE CROSSWALK PER DETAIL ON SHEET 07
  - CONSTRUCT TYPE A CURB RAMP PER SDRSD G-27
  - CONSTRUCT FULL DEPTH 7.5" PORTLAND CEMENT CONCRETE SECTION. CONCRETE MIX TO BE 3,500 PSI
  - COLDMILL EXISTING PAVEMENT 2" DEEP AND CONSTRUCT 2" AC OVERLAY
  - CPUC STD. NO. 9 RR WARNING DEVICE (H=9.5' TO BASE OF FLASHER) TO BE INSTALLED AND MAINTAINED BY BNSF (PER SEPARATE PERMIT)
  - FURNISH AND INSTALL RR TERMINATION BOX. PROVIDE 3" STUB FROM RR INTERCONNECT. COORDINATE WITH BNSF FOR EXACT LOCATION FOR TERMINATION BOX.
  - FURNISH AND INSTALL NEW RR SIGNAL HOUSE BY BNSF FORCES

- ### GENERAL IMPROVEMENT NOTES
- VERIFY THE EXISTENCE AND HORIZONTAL/VERTICAL LOCATION OF ALL UTILITIES WITHIN THE PROJECT AREA THAT MAY CONFLICT WITH THE PROPOSED CONSTRUCTION. VERIFY THAT ANY UTILITIES SHOWN TO BE RELOCATED BY OTHERS HAVE BEEN RELOCATED AND ARE NO LONGER IN CONFLICT.
  - SEE TRAFFIC SIGNAL PLANS AND SIGNING & STRIPING PLANS FOR REMOVAL RELOCATION AND/OR ADJUSTMENTS OF TRAFFIC RELATED IMPROVEMENTS.
  - SEE PLANTING AND IRRIGATION PLANS FOR REMOVALS, RELOCATIONS AND/OR ADJUSTMENTS OF PLANTING AND IRRIGATION RELATED IMPROVEMENTS.
  - CONTRACTOR SHALL NOTIFY BNSF MANAGER OF PUBLIC PROJECTS PRIOR TO ANY WORK WITHIN BNSF RIGHT-OF-WAY OR ANY WORK AFFECTING GRADE CROSSING OPERATIONS



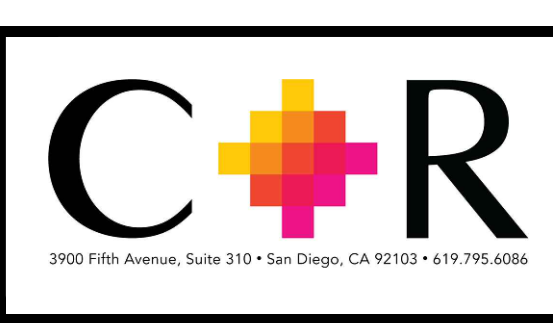
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**NATIONAL CITY**  
 INCORPORATED 1837

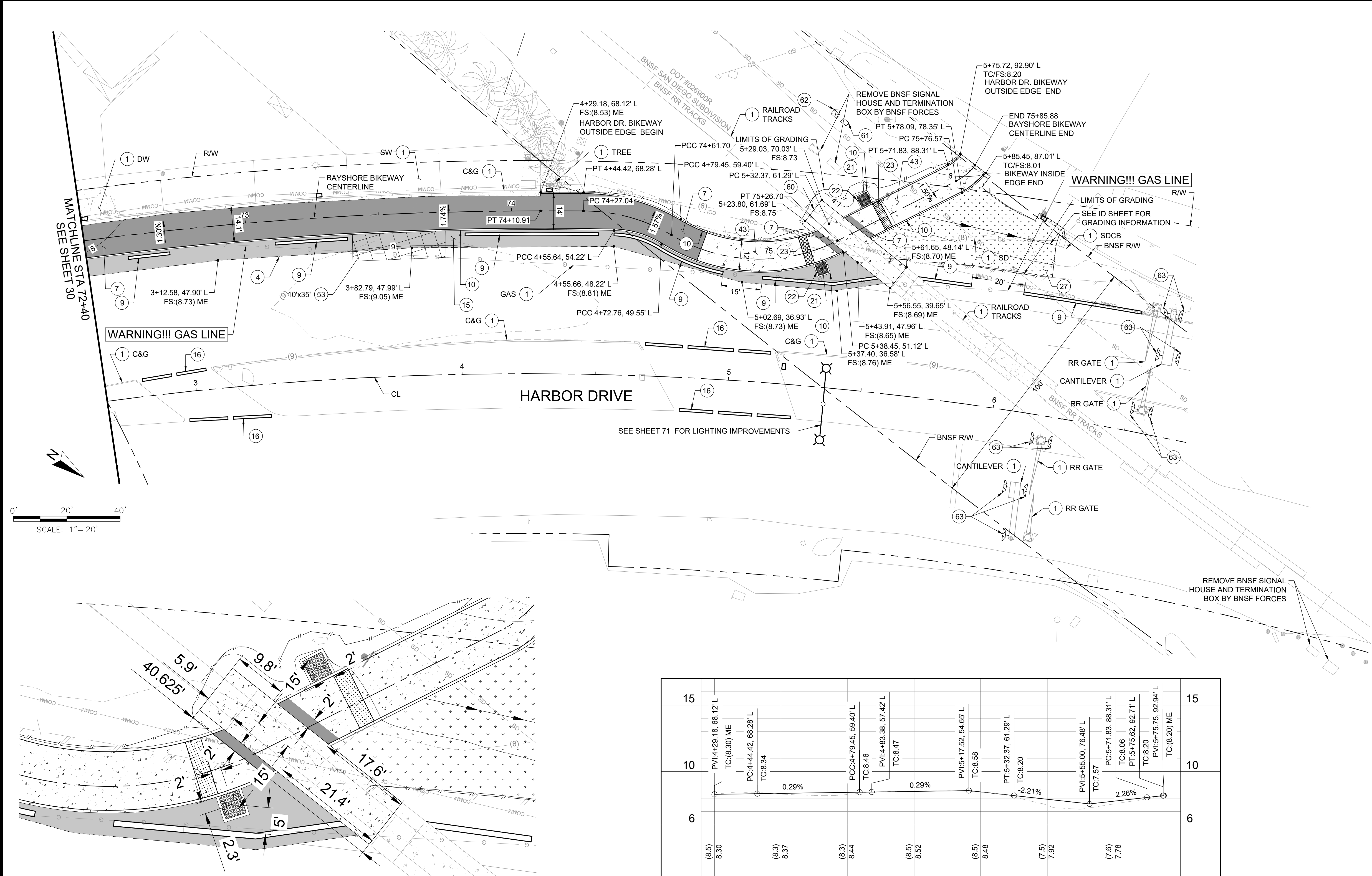
PLANS FOR THE IMPROVEMENTS OF:  
**BAYSHORE BIKEWAY SEGMENT 5**  
**IMPROVEMENT PLANS**  
**CITY OF NATIONAL CITY**

MATTHEW B. CAPUZZI, 69815 DATE \_\_\_\_\_  
 ROBERTO YANO RCE# 56292 DATE \_\_\_\_\_  
 DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

SHEET 21 OF 117 SHEETS  
 XXXX-XX-####



SURVEYOR:	BENCHMARK:	HORIZONTAL CONTROL:	
CONSTRUCTION RECORDS	DATE STARTED:	INSPECTOR:	DATE COMPLETED:
CONSTRUCTION SURVEYOR	NAME	COMPANY	SIGNATURE
GEOTECHNICAL OF RECORD	NAME	COMPANY	SIGNATURE
ENGINEERING DEPARTMENT	BY	APPROVED	DATE
AS-BUILT			
REVISIONS			



**LEGEND**

PROPERTY LINE: - - - - -

SAWCUT LINE: - - - - -

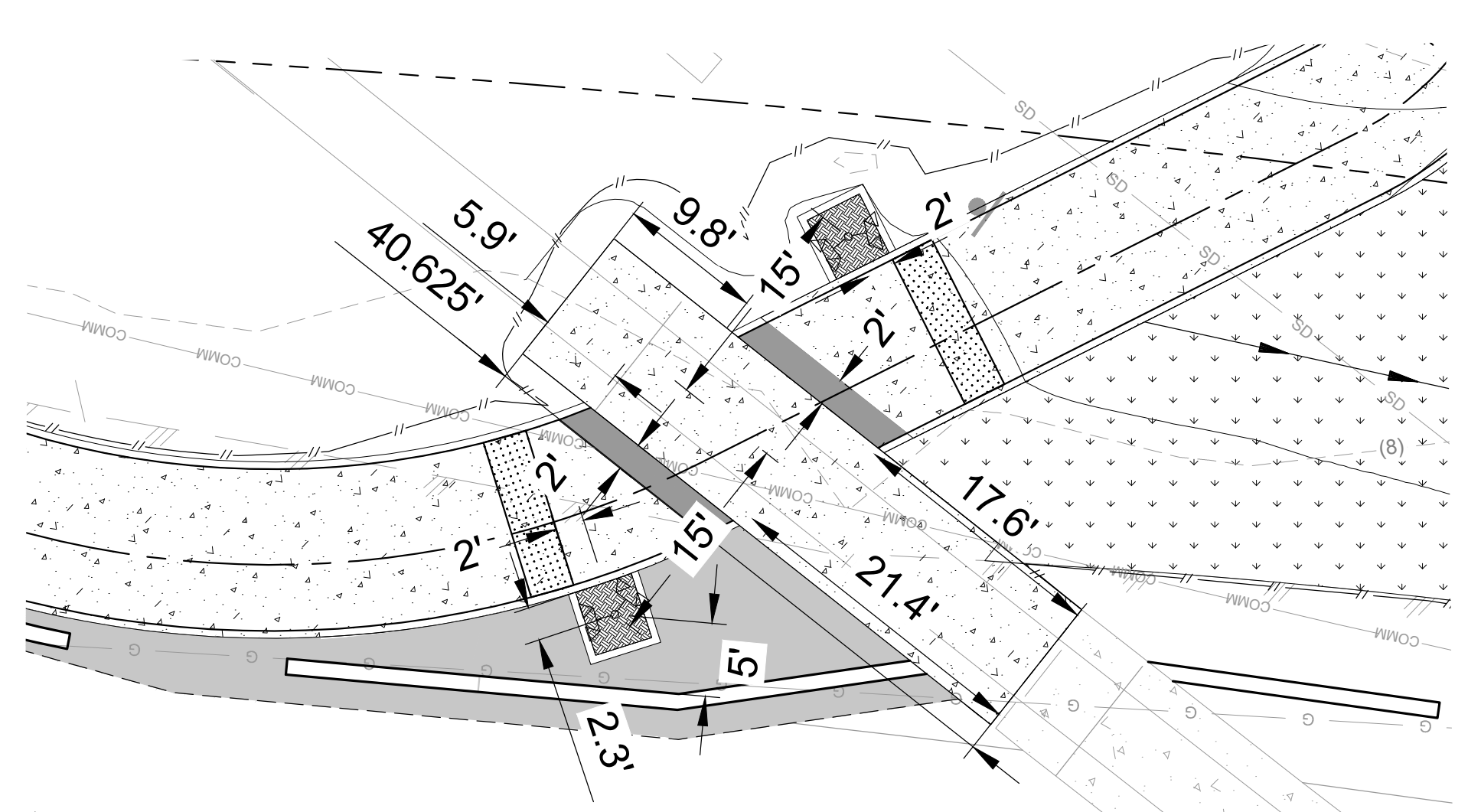
DAYLIGHT LINE: - - - - -

PROPOSED CONTOUR: - - - - -

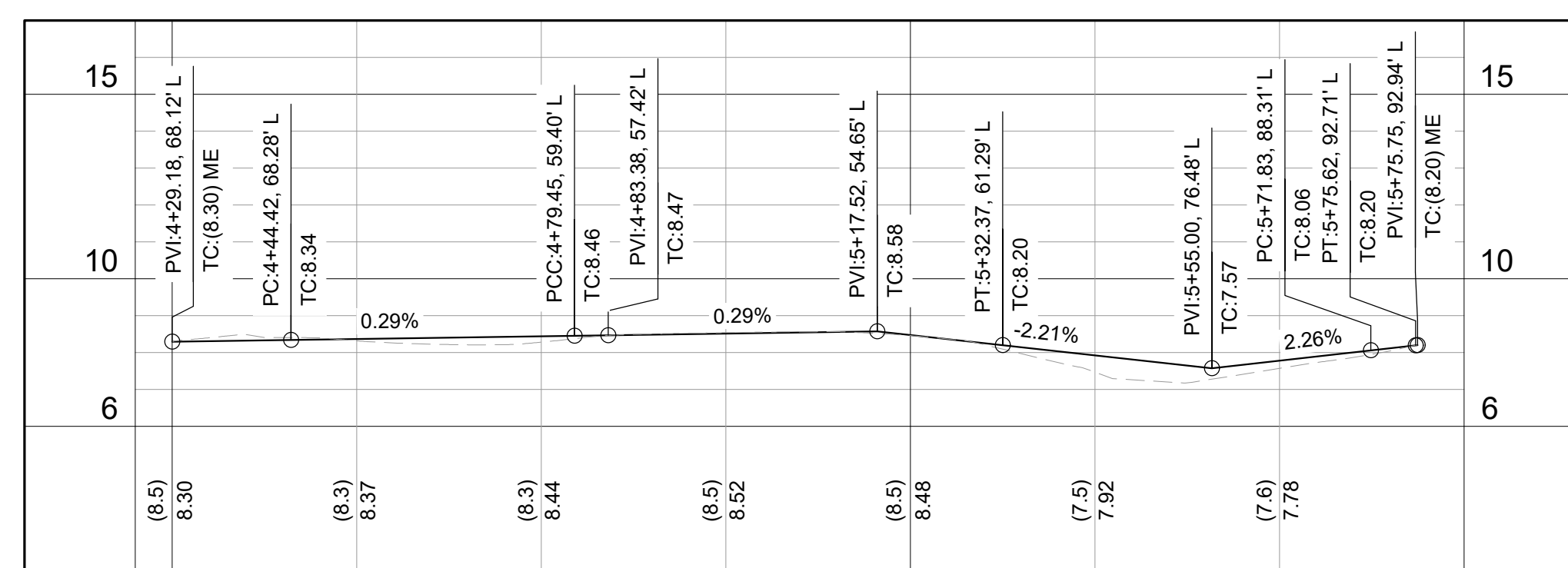
EXISTING CONTOUR: (XX) - - - - -

- CONSTRUCTION NOTES**
- 1 PROTECT IN PLACE
  - 2 ADJUST TO FINISH GRADE
  - 4 SAWCUT PER DETAIL ON SHEET 6
  - 7 CONSTRUCT BIKEWAY SECTION 4" ASPHALT OVER 6" CLASS II AGGREGATE BASE. SEE TYPICAL CROSS SECTION PER DETAIL ON SHEET 7
  - 9 CONSTRUCT AC DIKE PER DETAIL ON SHEET 6
  - 10 CONSTRUCT 0" CURB PER DETAIL ON SHEET 6
  - 15 CONSTRUCT PAVEMENT SECTION - 5.5" AC OVER 9.5" CLASS II AGGREGATE BASE. TENSAR TS-7 REINFORCEMENT OR APPROVED EQUAL TO BE UNDERLAIN ON PREPARED SUBGRADE
  - 16 CONSTRUCT TYPE 'B-3' PIN ON CURB PER SDPWC SDG-154
  - 21 INSTALL 2" ANGULAR BALLAST GRAVEL. SEE LANDSCAPE PLANS FOR MORE DETAIL
  - 22 CPUC STD. NO. 8 RR WARNING DEVICE TO BE INSTALLED BY BNSF FORCES
  - 23 CONSTRUCT TRUNCATED DOMES PER SDRSD G-30
  - 27 SEE PLANTING PLANS
  - 43 CONSTRUCT FULL DEPTH 7.5" PORTLAND CEMENT CONCRETE SECTION. CONCRETE MIX TO BE 3,500 PSI
  - 53 FULL DEPTH PAVEMENT RECONSTRUCTION 5.5" AC OVER 9.5" CLASS 2 AGGREGATE BASE. TENSAR REINFORCEMENT OR APPROVED EQUAL TO BE UNDERLAIN ON PREPARED SUBGRADE
  - 60 CROSSING PANELS TO BE INSTALL BY BNSF FORCES
  - 61 FURNISH AND INSTALL RR TERMINATION BOX. PROVIDE 3" STUB FOR RR INTERCONNECT. COORDINATE WITH BNSF FOR EXACT LOCATION TERMINATION BOX.
  - 62 RR SIGNAL HOUSE TO BE INSTALL BY BNSF FORCES
  - 63 REPLACE EXISTING RR FLASHERS WITH NEW LED RR FLASHERS BY BNSF FORCES

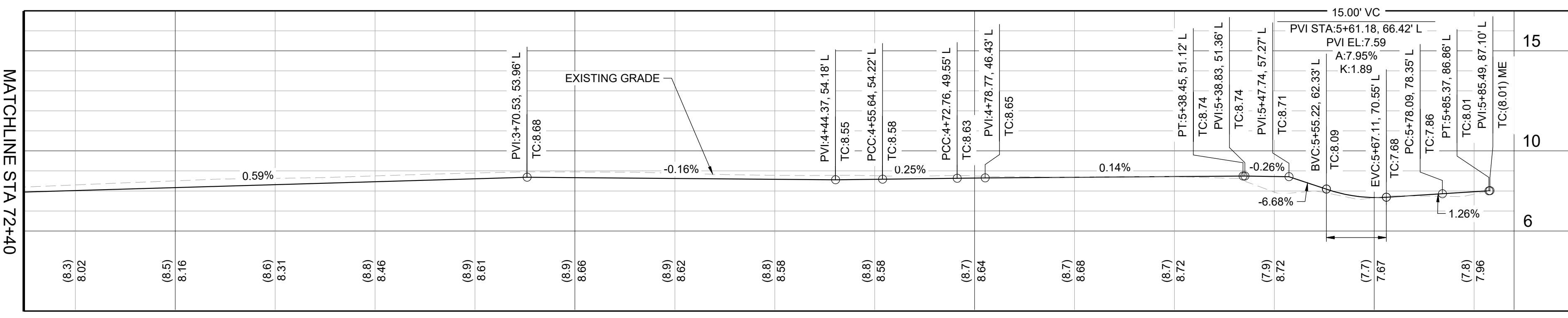
- GENERAL IMPROVEMENT NOTES**
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  2. SEE TRAFFIC SIGNAL PLANS AND SIGNING & STRIPING PLANS FOR REMOVAL RELOCATION AND/OR ADJUSTMENTS OF TRAFFIC RELATED IMPROVEMENTS.
  3. SEE PLANTING AND IRRIGATION PLANS FOR REMOVALS, RELOCATIONS AND/OR ADJUSTMENTS OF PLANTING AND IRRIGATION RELATED IMPROVEMENTS.



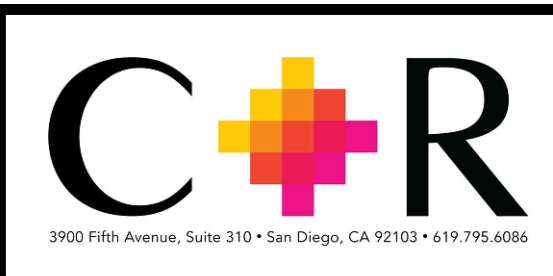
**BNSF RAILROAD CROSSING ENLARGEMENT DETAIL**  
SCALE: 1" = 10'



**HARBOR DR BIKEWAY OUTSIDE EDGE PROFILE**  
HORZ: 1" = 20'  
VERT: 1" = 4'



**HARBOR DR BIKEWAY INSIDE EDGE PROFILE**  
HORZ: 1" = 20'  
VERT: 1" = 4'



**DECLARATION OF RESPONSIBLE CHARGE**

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MATTHEW B. CAPUZZI, 69815 \_\_\_\_\_ DATE \_\_\_\_\_



**NATIONAL CITY**  
INCORPORATED 1937

PLANS FOR THE IMPROVEMENTS OF:

**BAYSHORE BIKEWAY SEGMENT 5**  
**IMPROVEMENT PLANS**

**CITY OF NATIONAL CITY**

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ROBERTO YANO RCE# 56292  
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

DATE \_\_\_\_\_

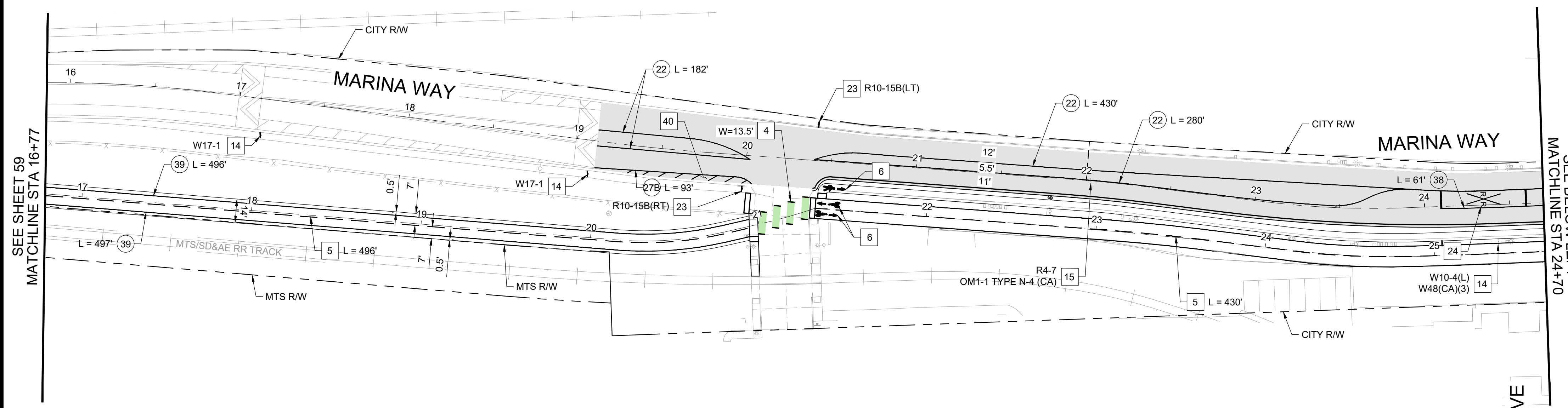
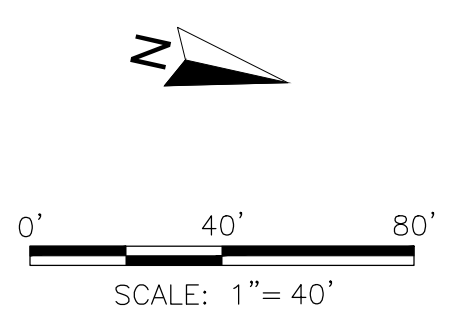
SHEET 31 OF 117 SHEETS

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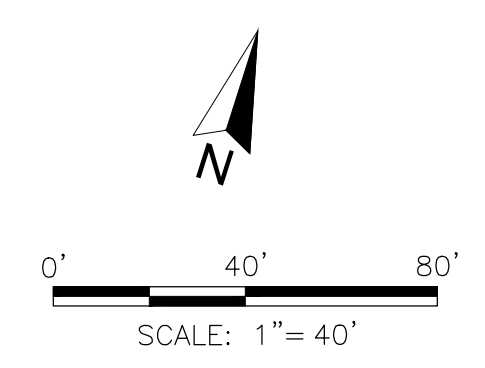
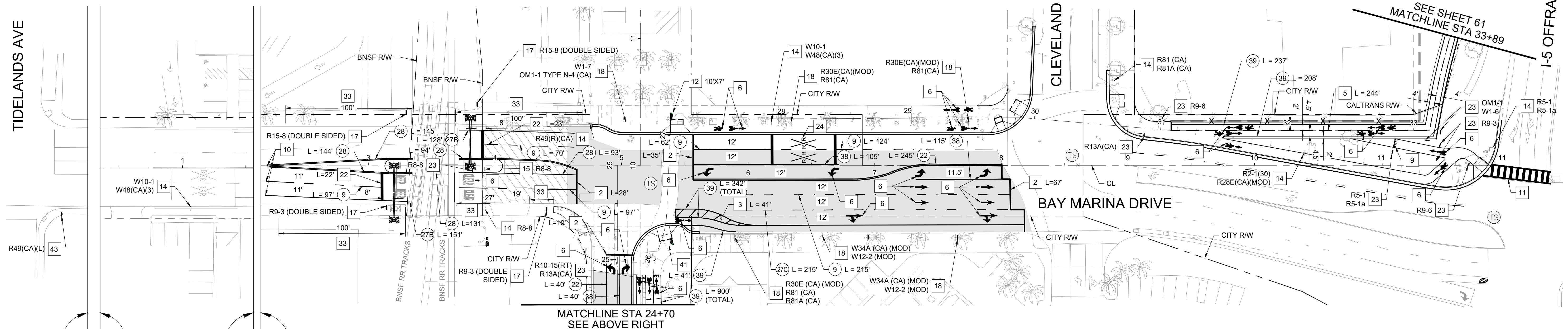
Exhibit A

Plot date: 6/13/2023 10:49:57 AM

SURVEYOR: BENCHMARK: HORIZONTAL CONTROL:	CONSTRUCTION RECORDS	
	DATE STARTED:	INSPECTOR:
CONSTRUCTION SURVEYOR	DATE COMPLETED:	
	NAME	SIGNATURE
COMPANY	NAME	SIGNATURE
BY	DATE	DATE
AS-BUILT		
REVISIONS		
ENGINEERING DEPARTMENT		



- ### SIGNING AND MARKING NOTES
1. INSTALL WHITE THERMOPLASTIC CONTINENTAL CROSSWALK PER DETAIL ON SHEET 53.
  2. INSTALL 12" WHITE THERMOPLASTIC LIMIT LINE AS SHOWN ON PLAN.
  3. INSTALL BIKE LANE BUFFER DIAGONAL MARKINGS PER DETAIL ON SHEET 53.
  4. INSTALL CONFLICT STRIPING PER DETAIL ON SHEET 53, WIDTH PER PLAN.
  5. INSTALL BROKEN YELLOW SHARED USE PATH CENTERLINE PER MUTCD FIGURE 9C-2A.
  6. INSTALL THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STANDARD PLAN. SEE LEGEND ON THIS SHEET.
  9. INSTALL WHITE THERMOPLASTIC BICYCLE YIELDING MARKING PER DETAIL ON SHEET 53.
  10. MATCH EXISTING STRIPING
  11. INSTALL WHITE THERMOPLASTIC LADDER CROSSWALK PER CALTRANS STANDARD PLAN RSP A24F
  12. INSTALL TWO-STAGE LEFT TURN QUEUE BOX PER DETAIL ON SHEET 53, DIMENSIONS PER PLAN.
  14. EXISTING SIGN TO REMAIN
  15. REMOVE AND SALVAGE EXISTING SIGN
  16. EXISTING STRIPING TO REMAIN
  17. FURNISH AND INSTALL NEW BREAK AWAY POST PER CITY STANDARD DRAWING NO 112-S-B
  18. INSTALL NEW SIGN ON EXISTING POST
  19. REMOVE AND REPLACE SIGN PER PLAN
  22. INSTALL 24" LIMIT LINE AS SHOWN ON PLANS
  23. FURNISH AND INSTALL NEW SIGN ON BREAK-AWAY POST PER CITY STANDRAD DRAWING NO. 112-S-B
  24. INSTALL HIGHWAY-RAIL GRADE CROSSING PAVEMENT MARKING PER MUTCD FIGURE 8B-7
  26. CONSTRUCT BIKE BOX PER DETAIL ON SHEET 53
  30. INSTALL SPEED HUMP PAVEMENT MARKING, OPTION C PER CAMUTCD FIGURE 3B-29
  31. INSTALL GREEN PAINT PER SPECS
  32. INSTALL TYPE D BLUE RETROREFLECTIVE PAVEMENT MARKER 6" FROM LEFT EDGE LINE
  33. PAINT EXISTING CURB RED
  40. CONSTRUCT WHITE 8" THICK DIAGONAL CHEVRON MARKING 8.5' O.C. PER MUTCD SECTION 3B.24
  41. INSTALL THERMOPLASTIC BICYCLE DETECTOR PAVEMENT MARKING PER DETAIL ON SHEET 54
  43. FURNISH AND INSTALL NEW SIGN ON EXISTING POLE PER PLAN



### LEGEND

- (XX') EXISTING LANE WIDTH
- XX' NEW LANE WIDTH OR LENGTH OF NEW STRIPING
- (XX) STRIPING DETAIL PER LATEST CALTRANS STANDARD PLANS
- ↑ BIKE LANE ARROW PER CALTRANS STANDARD PLAN A24A
- ↑ BIKE LANE WITH PERSON SYMBOL PAVEMENT MARKING PER CALTRANS STANDARD PLAN A24C
- ⊞ WAIT HERE PAVEMENT MARKING PER CALTRANS STANDARD PLAN A20A. TO BE INSTALLED AT 1/2 SCALE
- ↖ TYPE IV (L) ARROW PER CALTRANS STANDARD PLAN A24A
- TYPE I 18"-0" ARROW PER CALTRANS STANDARD PLAN A24A
- ↗ TYPE VII (R) ARROW PER CALTRANS STANDARD PLAN A24A
- (TS) TRAFFIC SIGNAL
- SLURRY SEAL PER SPECIFICATIONS
- ▨ COLD MILL EXISTING PAVEMENT 2" DEEP AND CONSTRUCT 2" AC OVERLAY

### STRIPING DETAILS

- 9. INSTALL WHITE LANE LINE DETAIL 9 PER CALTRANS STD. PLAN RSP A20A
- 22. INSTALL YELLOW NO PASSING ZONE (DETAIL 22) PER CALTRANS STANDARD PLAN RSP A24F
- 27B. INSTALL WHITE RIGHT EDGE LINE (DETAIL 27B) PER CALTRANS STD. PLAN RSP A20B
- 27C. INSTALL RIGHT EDGE LINE EXTENSION (DETAIL 27C) PER CALTRANS STD. PLAN RSP A20B
- 28. INSTALL YELLOW MEDIAN ISLAND LINES (DETAIL 28) PER CALTRANS STD. PLAN RSP A20B
- 38. INSTALL WHITE CHANNELIZING LINE (DETAIL 38) PER CALTRANS STD. PLAN RSP A20D
- 39. INSTALL WHITE BIKE LANE LINE (DETAIL 39) PER CALTRANS STD. PLAN RSP A20D

### GENERAL IMPROVEMENT NOTES

1. SEE TRAFFIC SIGNAL PLANS FOR REMOVAL RELOCATION AND/OR ADJUSTMENTS OF TRAFFIC RELATED IMPROVEMENTS.
2. SEE PLANTING AND IRRIGATION PLANS FOR REMOVALS, RELOCATIONS AND/OR ADJUSTMENTS OF LANDSCAPE AND IRRIGATION RELATED IMPROVEMENTS.
3. CONTRACTOR SHALL NOTIFY BNSF MANAGER OF PUBLIC PROJECTS PRIOR TO ANY WORK WITHIN BNSF RIGHT-OF-WAY OR ANY WORK AFFECTING GRADE CROSSING OPERATIONS.



**DECLARATION OF RESPONSIBLE CHARGE**  
 I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THIS PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONAL CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.  
 I UNDERSTAND THAT THE CHECK OF THESE PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF NATIONAL CITY IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR THE PROJECT DESIGN.

MATTHEW B. CAPUZZI, 69815 \_\_\_\_\_ DATE \_\_\_\_\_



**CITY OF NATIONAL CITY**  
INCORPORATED 1837

PLANS FOR THE IMPROVEMENTS OF:  
**BAYSHORE BIKEWAY SEGMENT 5**  
**SIGNING AND STRIPING PLANS**

**CITY OF NATIONAL CITY**

---

ROBERTO YANO RCE# 56292 \_\_\_\_\_ DATE \_\_\_\_\_  
 DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

SHEET 60 OF 117 SHEETS XXXX-XX-####D

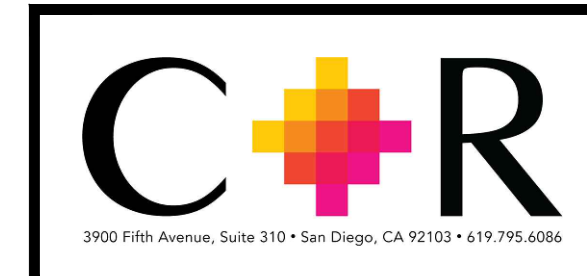
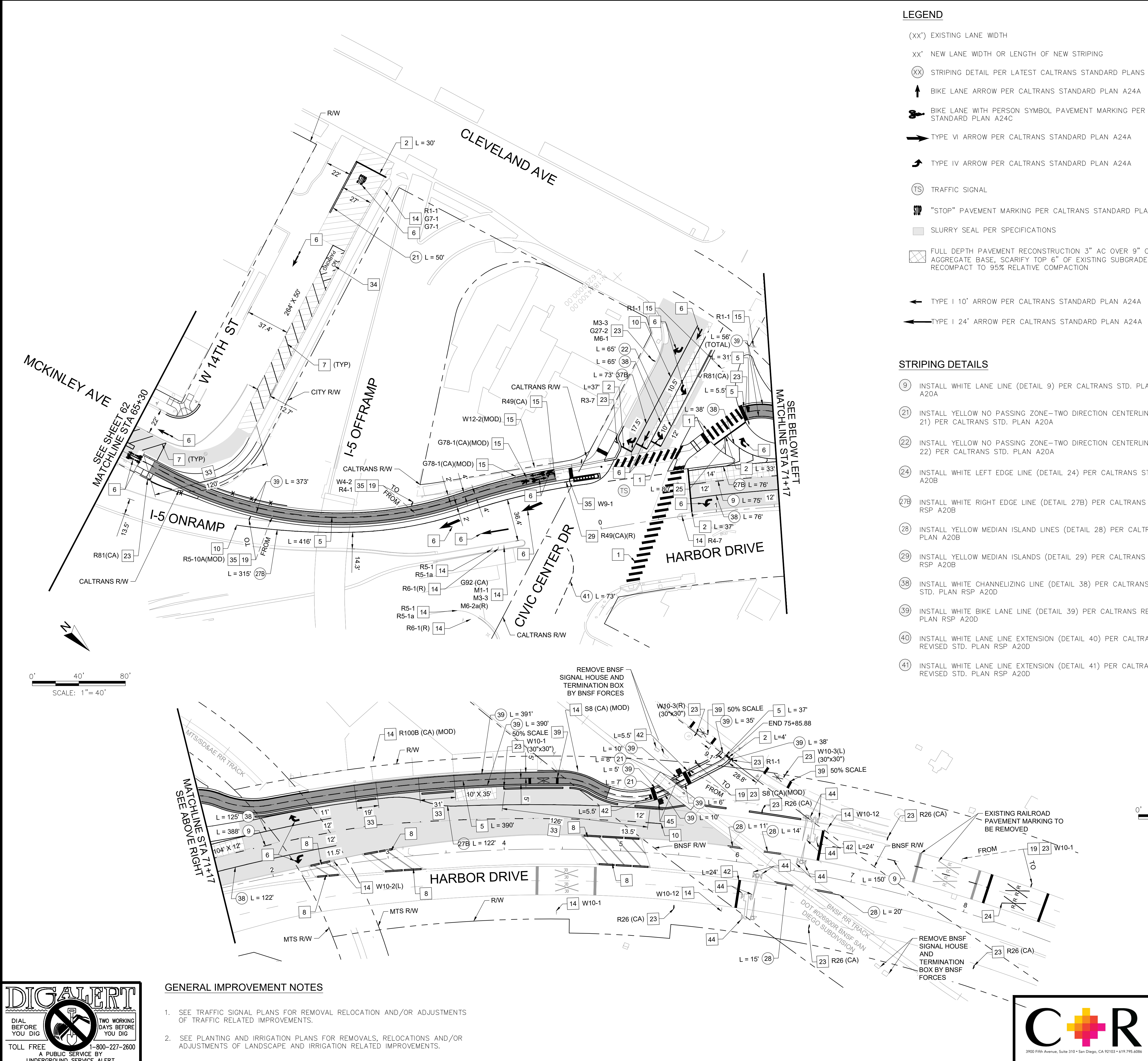


Exhibit A

100% IMPROVEMENT PLANS - CITY OF NATIONAL CITY - BAYSHORE BIKEWAY SEGMENT 5



SURVEYOR:		BENCHMARK:	
DATE STARTED:		INSPECTOR:	
DATE COMPLETED:		HORIZONTAL CONTROL:	
CONSTRUCTION RECORDS			
CONSTRUCTION SURVEYOR		CONSTRUCTION SURVEYOR	
NAME	COMPANY	NAME	COMPANY
SIGNATURE		SIGNATURE	
BY	APPROVED	DATE	
AS-BUILT			
REVISIONS			
ENGINEERING DEPARTMENT			



LEGEND

- (XX') EXISTING LANE WIDTH
- XX' NEW LANE WIDTH OR LENGTH OF NEW STRIPING
- ⊗ STRIPING DETAIL PER LATEST CALTRANS STANDARD PLANS
- ↑ BIKE LANE ARROW PER CALTRANS STANDARD PLAN A24A
- ↔ BIKE LANE WITH PERSON SYMBOL PAVEMENT MARKING PER CALTRANS STANDARD PLAN A24C
- TYPE VI ARROW PER CALTRANS STANDARD PLAN A24A
- ↖ TYPE IV ARROW PER CALTRANS STANDARD PLAN A24A
- Ⓢ TRAFFIC SIGNAL
- Ⓢ "STOP" PAVEMENT MARKING PER CALTRANS STANDARD PLAN A24D
- SLURRY SEAL PER SPECIFICATIONS
- ⊠ FULL DEPTH PAVEMENT RECONSTRUCTION 3" AC OVER 9" CLASS 2 AGGREGATE BASE, SCARIFY TOP 6" OF EXISTING SUBGRADE AND RECOMPACT TO 95% RELATIVE COMPACTION
- ← TYPE I 10' ARROW PER CALTRANS STANDARD PLAN A24A
- ← TYPE I 24' ARROW PER CALTRANS STANDARD PLAN A24A

STRIPING DETAILS

- ⑨ INSTALL WHITE LANE LINE (DETAIL 9) PER CALTRANS STD. PLAN RSP A20A
- ⑲ INSTALL YELLOW NO PASSING ZONE-TWO DIRECTION CENTERLINE (DETAIL 21) PER CALTRANS STD. PLAN A20A
- ⑳ INSTALL YELLOW NO PASSING ZONE-TWO DIRECTION CENTERLINE (DETAIL 22) PER CALTRANS STD. PLAN A20A
- ㉔ INSTALL WHITE LEFT EDGE LINE (DETAIL 24) PER CALTRANS STD. PLAN A20B
- ㉔B INSTALL WHITE RIGHT EDGE LINE (DETAIL 27B) PER CALTRANS STD. PLAN RSP A20B
- ㉔B INSTALL YELLOW MEDIAN ISLAND LINES (DETAIL 28) PER CALTRANS STD. PLAN A20B
- ㉔B INSTALL YELLOW MEDIAN ISLANDS (DETAIL 29) PER CALTRANS STD. PLAN RSP A20B
- ㉔B INSTALL WHITE CHANNELIZING LINE (DETAIL 38) PER CALTRANS REVISED STD. PLAN RSP A20D
- ㉔B INSTALL WHITE BIKE LANE LINE (DETAIL 39) PER CALTRANS REVISED STD. PLAN RSP A20D
- ㉔B INSTALL WHITE LANE LINE EXTENSION (DETAIL 40) PER CALTRANS REVISED STD. PLAN RSP A20D
- ㉔B INSTALL WHITE LANE LINE EXTENSION (DETAIL 41) PER CALTRANS REVISED STD. PLAN RSP A20D

SIGNING AND MARKING NOTES

- 1 INSTALL WHITE THERMOPLASTIC CONTINENTAL CROSSWALK PER DETAIL ON SHEET 53.
- 2 INSTALL 12" WHITE THERMOPLASTIC LIMIT LINE AS SHOWN ON PLAN.
- 5 INSTALL BROKEN YELLOW SHARED USE PATH CENTERLINE PER MUTCD FIGURE 9C-2A.
- 6 INSTALL THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STANDARD PLAN. SEE LEGEND ON THIS SHEET.
- 7 INSTALL ANGLED PARKING STALL PER DETAIL ON SHEET 53.
- 8 INSTALL YELLOW SHUR-CURB BOLTED POST DELINEATORS OR APPROVED EQUAL AT 10' INTERVALS O.C. AS SHOWN ON PLANS. SEE BUFFER/DELINEATOR DETAIL ON SHEET 57
- 10 MATCH EXISTING STRIPING
- 13 INSTALL 6" YELLOW DIAGONAL MARKING AT 45° AND 10 FEET CENTER TO CENTER
- 14 EXISTING SIGN TO REMAIN
- 15 REMOVE AND SALVAGE EXISTING SIGN
- 18 INSTALL NEW SIGN ON EXISTING POST
- 19 REMOVE AND REPLACE SIGN PER PLAN
- 20 INSTALL RED PAINTED CURB PER PLAN
- 21 INSTALL PED BARRICADE PER CITY OF SAN DIEGO STD DWG SDG-141
- 22 INSTALL 24" LIMIT LINE AS SHOWN ON PLANS
- 23 FURNISH AND INSTALL NEW SIGN ON BREAK-AWAY POST PER CITY STANDRAD DRAWING NO. 112-S-B
- 24 INSTALL HIGHWAY-RAIL GRADE CROSSING PAVEMENT MARKING PER MUTCD FIGURE 8B-7
- 25 FURNISH AND INSTALL 6" WIDE WHITE 2-COAT PAINT DIAGONAL MARKINGS AT 45° AND 12' SPACING CENTER TO CENTER.
- 28 DIAGONAL NO PARKING ZONE STRIPING PER DETAIL ON SHEET 58
- 29 FURNISH AND INSTALL NEW SIGN MOUNTED ON RETAINING WALL.
- 33 PAINT EXISTING CURB RED
- 35 FURNISH AND INSTALL NEW SIGN ON WOOD POST PER CALTRANS STD. PLAN RS2
- 39 RAILROAD CROSSING SYMBOL (THERMOPLASTIC) PER CTSP A24B
- 42 INSTALL 24" WHITE THERMOPLASTIC LIMIT LINE AS SHOWN ON PLAN.
- 44 REPLACE EXISING RR FLASHERS WITH NEW LED RR FLASHERS BY BNSF FORCES
- 45 INSTALL DOUBLE SIDED R15-8 PER MUTCD FIGURE 8C-4, HEIGHT = 7' BY BNSF FORCES

GENERAL IMPROVEMENT NOTES

1. SEE TRAFFIC SIGNAL PLANS FOR REMOVAL RELOCATION AND/OR ADJUSTMENTS OF TRAFFIC RELATED IMPROVEMENTS.
2. SEE PLANTING AND IRRIGATION PLANS FOR REMOVALS, RELOCATIONS AND/OR ADJUSTMENTS OF LANDSCAPE AND IRRIGATION RELATED IMPROVEMENTS.

**DIGALERT**  
 DIAL BEFORE YOU DIG  
 NO WORKING DAYS BEFORE YOU DIG  
 TOLL FREE 1-800-227-2600  
 A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

**DECLARATION OF RESPONSIBLE CHARGE**  
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 MATTHEW B. CAPUZZI, 69815 DATE

**CITY OF NATIONAL CITY**  
 1337 INCORPORATED  
 PLANS FOR THE IMPROVEMENTS OF:  
**BAYSHORE BIKEWAY SEGMENT 5**  
**SIGNING AND STRIPING PLANS**  
**CITY OF NATIONAL CITY**  
 ROBERTO YANO RCE# 56292 DATE  
 DIRECTOR OF PUBLIC WORKS/CITY ENGINEER  
 CIP NO. 19-20  
 SHEET 63 OF 117 SHEETS **XXXX-XX-####**

**COR**  
 3900 Friar Avenue, Suite 310 • San Diego, CA 92103 • 619.795.6086

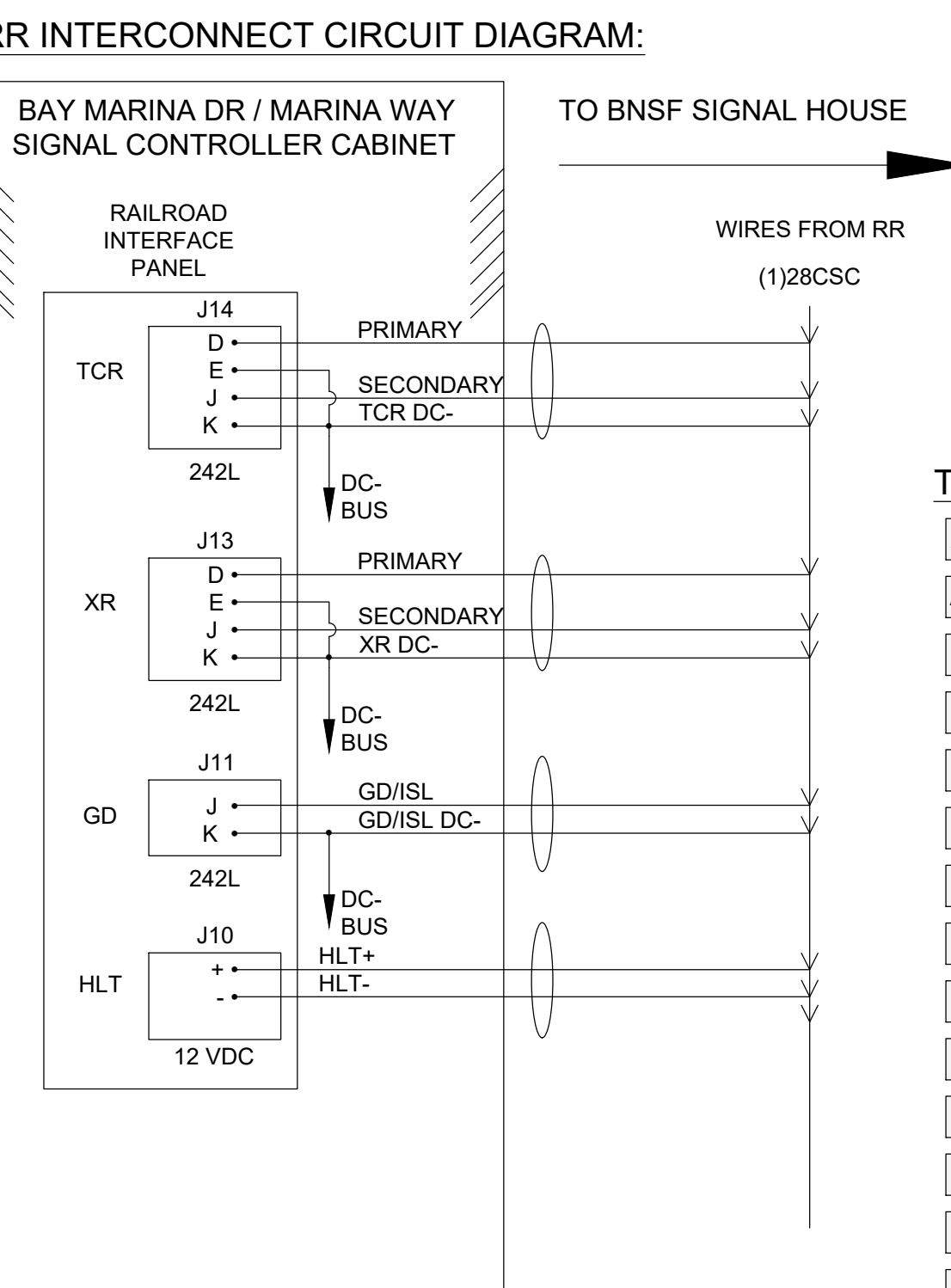
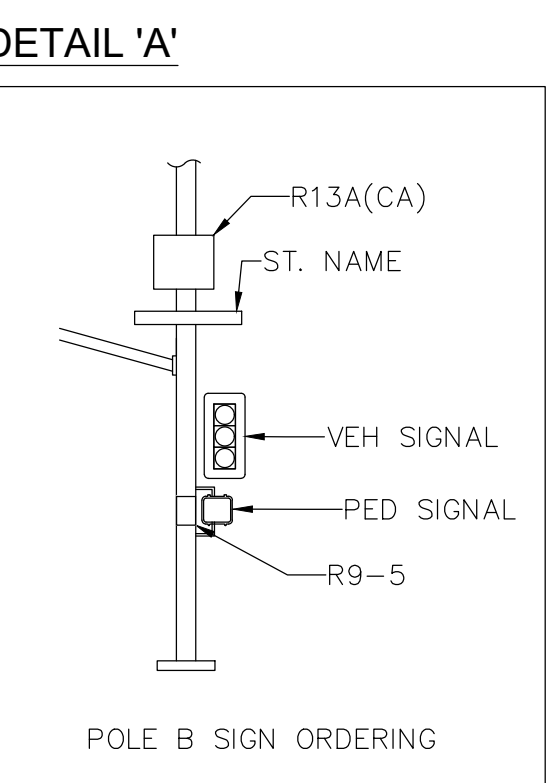


Exhibit A

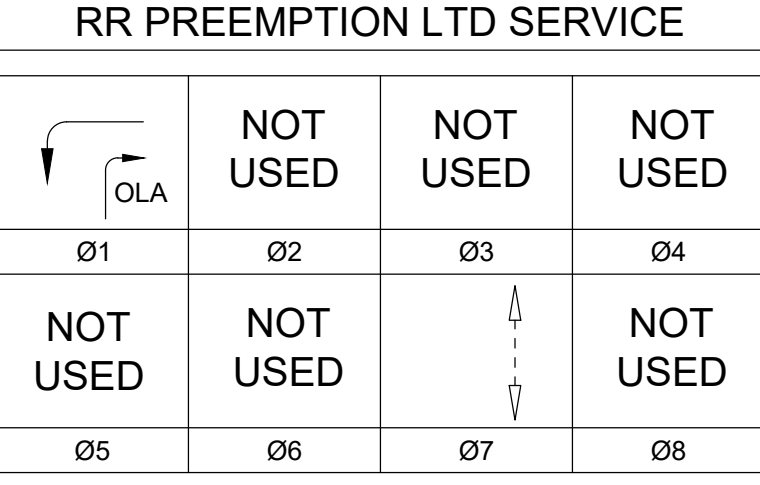
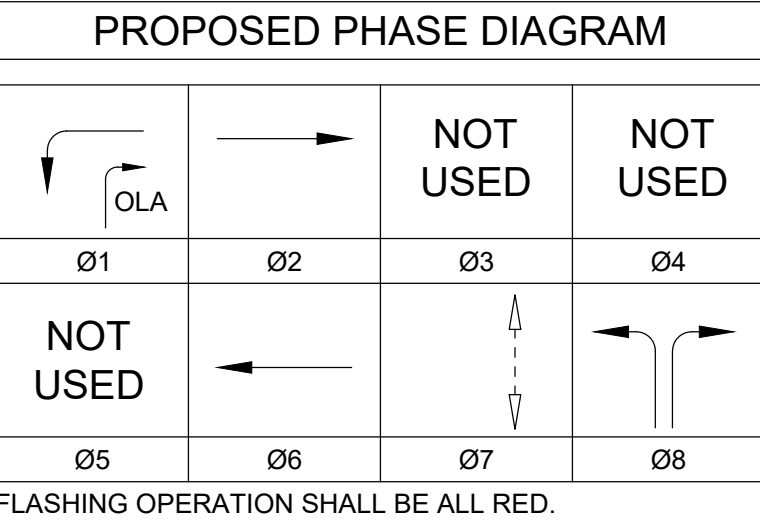
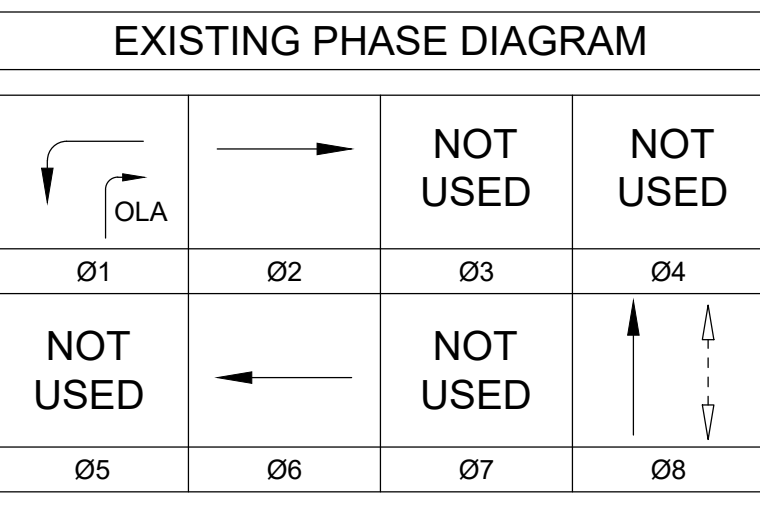
SURVEYOR: \_\_\_\_\_ BENCHMARK: \_\_\_\_\_ HORIZONTAL CONTROL: \_\_\_\_\_  
 CONSTRUCTION RECORDS  
 DATE STARTED: \_\_\_\_\_ INSPECTOR: \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
 GEOTECHNICAL OF RECORD  
 CONSTRUCTION SURVEYOR  
 NAME \_\_\_\_\_ COMPANY \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
 NAME \_\_\_\_\_ COMPANY \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
 ENGINEERING DEPARTMENT  
 AS-BUILT \_\_\_\_\_ DATE \_\_\_\_\_  
 REVISIONS \_\_\_\_\_

POLE & EQUIPMENT SCHEDULE															
NO.	STANDARD				LUM.	PLACEMENT	MOUNTING AND PLACEMENT						NOTES		
	TYPE	HEIGHT	SIG. M.A.	LUM. M.A.			VEHICLE SIGNAL		PED SIGNAL		PUSH BUTTON				
							MOUNTING	INDICATION	PHASE	MOUNTING	PHASE	LOCATION		PHASE	
A	(24-4-70)	(30')	(35')	(15')	130W	EX.	EX.	(MAS) (MAS) (MAS) SV-2-TB	(RA, YA, GA) (R, Y, G) (R, Y, G) RA, YA, GA	(Ø1) (Ø6) (Ø6) Ø6 Ø8	-	-	-	REMOVE EXISTING SV-2-TB MOUNTING WITH PH6 AND Ø8 SIGNAL HEADS. REPLACE WITH NEW SV-2-TB MOUNTING WITH Ø6 AND Ø8 SIGNAL HEADS.	
B	(24-3-100)	(30')	(40')	(15')	130W	EX.	EX.	MAS MAS SV-1-T	RA, YA, GA RA, YA, GA RA, YA, GA	Ø8 Ø8 Ø8+OLA	(SP-1-T)	Ø7P	(3)	Ø7P	REMOVE EXISTING MAS MOUNTED Ø8 SIGNAL HEAD. REPLACE WITH NEW Ø8 SIGNAL HEAD ON EXISTING TENONS. REMOVE EXISTING SV-1-T MOUNTED Ø8 SIGNAL HEAD. REPLACE WITH NEW Ø8 SIGNAL HEAD ON NEW SV-1-T MOUNTING. FURNISH AND INSTALL NEW SIGNS PER PLAN. SEE DETAIL 'A' FOR SIGN PLACEMENT ON POLE.
C	PBA	5'-7"	-	-	-	6'	-	-	-	-	-	-	8	Ø7P	FURNISH AND INSTALL ALL NEW EQUIPMENT.
D	PBA	5'-7"	-	-	-	7.5'	2.8'	-	-	-	-	-	8	Ø7P	FURNISH AND INSTALL ALL NEW EQUIPMENT.
E	(29-5-70)	(30')	(50')	(15')	130W	EX.	EX.	(MAS) (MAS)	(R, Y, G) (R, Y, G)	(Ø2) (Ø2)	-	-	-	-	EXISTING EQUIPMENT TO REMAIN. FURNISH AND INSTALL NEW SIGN PER PLAN.
F	(1-A)	(10')	-	-	-	EX.	EX.	(TV-1-T)	(R, Y, G, YA, GA)	(Ø8+OLA)	(SP-2-T)	(Ø2P) (Ø8P)	(2) (4)	(Ø2P) (Ø8P)	REMOVE AND SALVAGE ALL EQUIPMENT
G	1-A	10'	-	-	-	16'	8'	TV-1-T	RA, YA, GA	Ø8+OLA	SP-1-T	Ø7P	-	-	FURNISH AND INSTALL ALL NEW EQUIPMENT
H	(15TS)	(30')	-	(15')	130W	EX.	EX.	(SV-1-T)	(RA, YA, GA)	(Ø1)	-	-	-	-	REMOVE AND SALVAGE EXISTING PEDESTRIAN PUSH BUTTON AND PED SIGNAL HEAD. FILL ANY REMAINING HOLES LEFT WITH IN STANDARD WITH CENTRAL GALVANIZED STEEL FASTENERS. REPLACE EXISTING LUMINAIRE WITH NEW LED LUMINAIRE. ALL OTHER EQUIPMENT TO REMAIN.
I	TYPE 15	30'	-	12'	130W	-	-	-	-	-	-	-	-	-	FURNISH AND INSTALL ALL NEW EQUIPMENT.

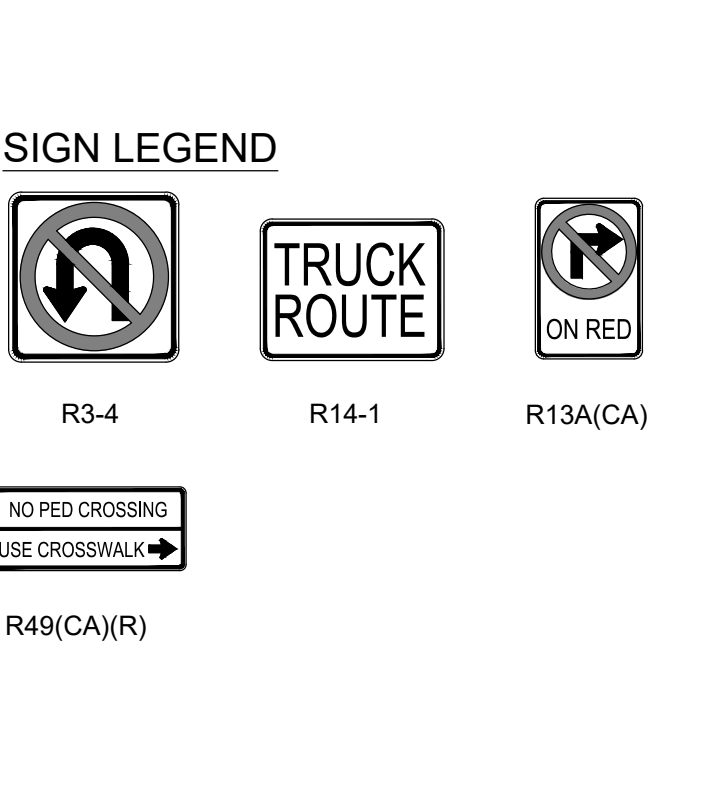
NOTE: ALL NEW EQUIPMENT UNLESS NOTED AS EXISTING IN (PARENTHESIS). ALL NEW LED LUMINAIRES SHALL BE CREE/BETA LED SERIES MODEL NO. STR-LWY-3M-HT-Ø8-E-UL-SV-525-DIM-R-UTL-40K OR APPROVED EQUAL.



- TRAFFIC SIGNAL CONSTRUCTION NOTES:**
- AB ABANDON AS NOTED. IF APPLIED TO CONDUIT, REMOVE CONDUCTORS.
  - AG ADJUST TO GRADE
  - BC FURNISH AND INSTALL NEW PB INTO EXISTING CONDUIT RUN.
  - CB FURNISH AND INSTALL NEW CONDUIT INTO EXISTING PULL BOX.
  - PP PROTECT IN PLACE PER PLAN.
  - SC SPLICE NEW TO EXISTING CONDUCTORS.
  - RS REMOVE AND SALVAGE
  - RC EQUIPMENT OR MATERIAL TO BE REMOVED AND BECOME PROPERTY OF THE CONTRACTOR.
  - 1 FURNISH AND INSTALL NEW VEHICLE LOOP DETECTORS. SEE DETAILS B AND C ON TRAFFIC SIGNAL NOTES AND DETAILS SHEET.
  - 2 FURNISH AND INSTALL TYPE "Q" BIKE LOOP DETECTOR IN CENTER OF BICYCLE DETECTOR SYMBOL PER SIGNING AND MARKING PLANS.
  - 3 FURNISH AND INSTALL NEW SIGN ON POLE PER PLAN
  - 4 FURNISH AND INSTALL NEW SIGN ON SIGNAL MAST ARM PER PLAN
  - 5 FURNISH AND INSTALL EXTERNAL BATTERY BACKUP UNIT AND BATTERIES ON EXISTING SIGNAL CABINET.
  - 6 FURNISH AND INSTALL CONDUIT INTO EXISTING SIGNAL CABINET FOUNDATION. SEE DETAIL A ON TRAFFIC SIGNAL NOTES AND DETAILS SHEET
  - 7 FURNISH AND INSTALL NEW LED LUMINAIRE ON EX. MAST ARM. WORK TO BE CONDUCTED BY SDG&E PER SEPARATE PERMIT. COORDINATE WITH BNSF PRIOR TO WORK.
  - 8 PROPOSED RR SIGNAL HOUSE BY BNSF. FINAL LOCATION SHALL BE DETERMINED BY BNSF FORCES.
  - 9 FURNISH AND INSTALL RR TERMINATION BOX. PROVIDE 3" STUB FOR RR INTERCONNECT. COORDINATE WITH BNSF FOR EXACT LOCATION OF TERMINATION BOX.
  - 10 FURNISH AND INSTALL TYPE 1 PEDESTRIAN BARRICADE WITH R49(CA)(R) SIGNS PER CALTRANS STANDARD PLAN ES-7Q.



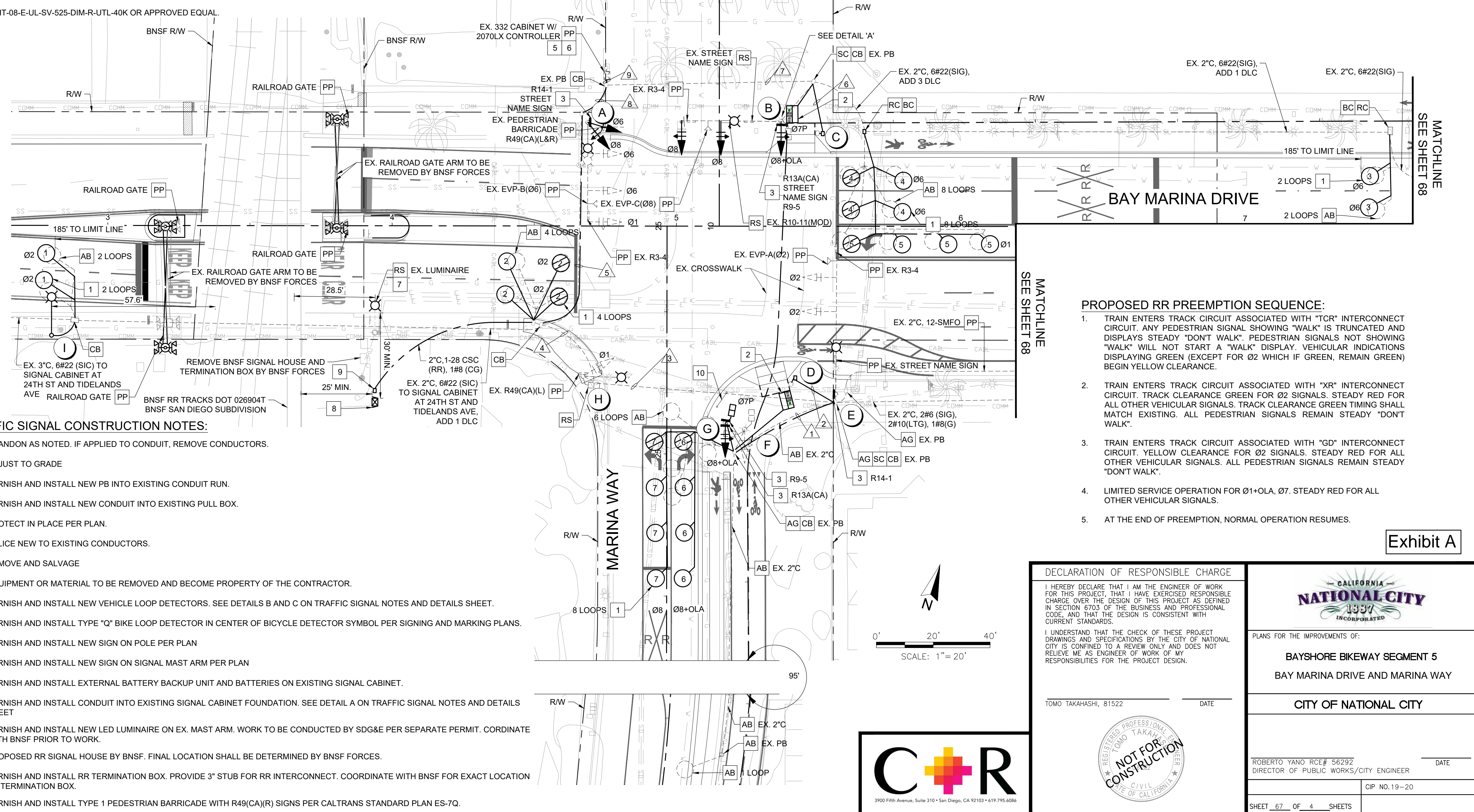
DETECTOR SCHEDULE			
DETECTOR	PHASE	SLOT	TERMINAL
1	Ø2	I2U	T2-5&6
2	Ø2	I2L	T2-7&8
3	Ø6	J2U	T3-5&6
4	Ø6	J2L	T3-7&8
5	Ø1	I1U	T2-1&2
6	Ø8+OLA	J8U	T7-5&6
7	Ø8	J8L	T5-7&8
PPB	Ø7P	I13U	T8-4 & COM6
EVA	Ø2+Ø5	J12U	T9-4&COM6
EVB	Ø4+Ø7	J13U	T9-7&COM9
EVC	Ø1+Ø6	J12L	T9-5&COM6
FLASH	FLASH	I14U	T8-10&COM12



CONDUIT & CONDUCTOR SCHEDULE																	
AWG SIZE OR CABLE TYPE	P H A S E	POLE OR CIRCUIT	1-3"	1-3"	(1-4")	1-3"	(1-3") 1-3"	1-3"	(1-3") 2-3"	(2-3") 2-3"							
			1	2	3	4	5	6	7	8	9						
3 CONDUCTOR	POLE (A)									2	2						
	POLE (B)									2	2						
	POLE (C)									2	2						
	POLE (D)	1	1	1	1	1	1	1	1	1	1						
	POLE (E)	1	1	1	1	1	1	1	1	1	1						
12 CONDUCTOR	POLE (F)	1	1	1	1	1	1	1	1	1	1						
	POLE (G)	1	1	1	1	1	1	1	1	1	1						
	POLE (H)	1	1	1	1	1	1	1	1	1	1						
	POLE (I)	1	1	1	1	1	1	1	1	1	1						
	POLE (J)	1	1	1	1	1	1	1	1	1	1						
TOTAL CABLES			2	1	1	2	2	2	3	2	3	1	2	2	7	3	7

#	SIGNAL SERVICE	1	1	2	2	2	1	1	1	1	2	2
#6	SIGNAL SERVICE											
#8	COMMON GROUP	1	1	1	1	1	1	1	1	1	1	1
#10	SAFETY LIGHTING											
6P#22	INTERCONNECT			2	2	2				2	2	
12 SMFO	INTERCONNECT									(1)	(1)	(1)
28CSC	RR INTERCONNECT									(1)	(1)	(1)

NOTE: ALL NEW WIRING UNLESS NOTED AS (EXISTING). CONTRACTOR IS RESPONSIBLE TO USE EXTREME CARE AND TAKE ALL PRECAUTIONARY MEASURES NOT TO DAMAGE EXISTING FUNCTIONING LOOP DETECTORS.



- PROPOSED RR PREEMPTION SEQUENCE:**
- TRAIN ENTERS TRACK CIRCUIT ASSOCIATED WITH "TCR" INTERCONNECT CIRCUIT. ANY PEDESTRIAN SIGNAL SHOWING "WALK" IS TRUNCATED AND DISPLAYS STEADY "DON'T WALK". PEDESTRIAN SIGNALS NOT SHOWING "WALK" WILL NOT START A "WALK" DISPLAY. VEHICULAR INDICATIONS DISPLAYING GREEN (EXCEPT FOR Ø2 WHICH IF GREEN, REMAIN GREEN) BEGIN YELLOW CLEARANCE.
  - TRAIN ENTERS TRACK CIRCUIT ASSOCIATED WITH "XR" INTERCONNECT CIRCUIT. TRACK CLEARANCE GREEN FOR Ø2 SIGNALS. STEADY RED FOR ALL OTHER VEHICULAR SIGNALS. TRACK CLEARANCE GREEN TIMING SHALL MATCH EXISTING. ALL PEDESTRIAN SIGNALS REMAIN STEADY "DON'T WALK".
  - TRAIN ENTERS TRACK CIRCUIT ASSOCIATED WITH "GD" INTERCONNECT CIRCUIT. YELLOW CLEARANCE FOR Ø2 SIGNALS. STEADY RED FOR ALL OTHER VEHICULAR SIGNALS. ALL PEDESTRIAN SIGNALS REMAIN STEADY "DON'T WALK".
  - LIMITED SERVICE OPERATION FOR Ø1+OLA, Ø7. STEADY RED FOR ALL OTHER VEHICULAR SIGNALS.
  - AT THE END OF PREEMPTION, NORMAL OPERATION RESUMES.

**DECLARATION OF RESPONSIBLE CHARGE**

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TOMO TAKAHASHI, 81522 \_\_\_\_\_ DATE \_\_\_\_\_

**CITY OF NATIONAL CITY**

BAYSHORE BIKEWAY SEGMENT 5  
BAY MARINA DRIVE AND MARINA WAY

CITY OF NATIONAL CITY

ROBERTO YANO RCE# 56292  
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

DATE \_\_\_\_\_

SHEET 67 OF 4 SHEETS



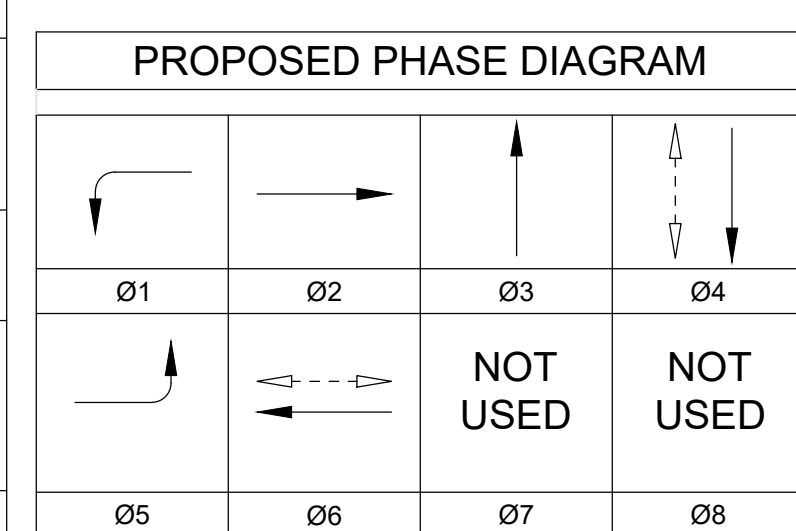
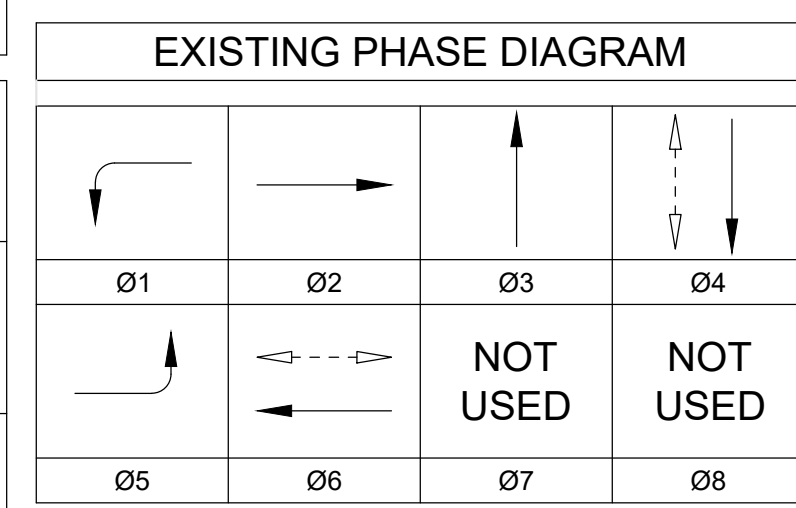
Exhibit A

100% IMPROVEMENT PLANS - CITY OF NATIONAL CITY - BAYSHORE BIKEWAY SEGMENT 5

SURVEYOR: \_\_\_\_\_ BENCHMARK: \_\_\_\_\_ HORIZONTAL CONTROL: \_\_\_\_\_  
 CONSTRUCTION RECORDS: \_\_\_\_\_ DATE STARTED: \_\_\_\_\_ INSPECTOR: \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
 GEOTECHNICAL OF RECORD: \_\_\_\_\_ NAME: \_\_\_\_\_ COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
 CONSTRUCTION SURVEYOR: \_\_\_\_\_ NAME: \_\_\_\_\_ COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
 ENGINEERING DEPARTMENT: \_\_\_\_\_ AS-BUILT: \_\_\_\_\_ REVISIONS: \_\_\_\_\_  
 BY: \_\_\_\_\_ DATE: \_\_\_\_\_

POLE & EQUIPMENT SCHEDULE															
NO.	STANDARD				LUM.	PLACEMENT	MOUNTING AND PLACEMENT						NOTES		
	TYPE	HEIGHT	SIG. M.A.	LUM. M.A.			VEHICLE SIGNAL		PED SIGNAL		PUSH BUTTON				
							MOUNTING	INDICATION	PHASE	MOUNTING	PHASE	LOCATION		PHASE	
A	(19-3-100)	(30')	(25')	(12)	200W	0'	6'	(MAS-4B) (SV-1-T)	(R,Y,G,GA) (R,Y,G)	(Ø3) (Ø3)	-	-	(5)	(Ø6P)	EXISTING EQUIPMENT TO REMAIN.
B	(1-A)	(10')	-	-	-	17'	5.5'	TV-3-T	R,Y,GA RA,YA,GA RB,YB,GB	Ø6 Ø5 Ø9	(SP-1-T)	Ø9P	-	-	REMOVE EXISTING TV-2-T MOUNTING EQUIPMENT, REPLACE WITH NEW TV-3-T(MOD) MOUNTING EQUIPMENT. SEE DETAIL C ON TRAFFIC SIGNAL NOTES AND DETAILS SHEET.
C	(29-5-100)	(30')	(50')	(15)	200W	19'	5'	MAT (MAS) (SV-2-TD)	(RA,YA,GA) (R,Y,G) (RA,YA,GA) (R,Y,G)	(Ø5) (Ø2) (Ø2) (Ø4)	-	-	-	-	EXISTING EQUIPMENT TO REMAIN.
D	(19-3-100)	(30')	(25')	(12)	200W	9'	3'	MAS-4B (SV-2-T)	(R,Y,G,GA) (R,Y,G) (RA,YA,GA)	(Ø4) (Ø1) (Ø4)	(SP-1-T)	(Ø4P)	(3)	(Ø4P)	EXISTING EQUIPMENT TO REMAIN.
E	(26-4-100)	(30')	(45')	(15)	200W	2.5'	5'	(MAT) (MAS) (SV-2-TB)	(RA,YA,GA) (R,Y,G) RB,YB,GB R,Y,G	(Ø1) (Ø6) Ø9 Ø6	(SP-1-T)	Ø9P	(1) (3)	(Ø6P) (Ø4P)	REMOVE EXISTING SV-1-T MOUNTING EQUIPMENT, REPLACE WITH NEW SV-2-TB(MOD) MOUNTING EQUIPMENT. SEE DETAIL D ON TRAFFIC SIGNAL NOTES AND DETAILS SHEET
F	PBA	5'-7"	-	-	-	5.25'	8.25'	-	-	-	-	-	3	Ø4P	FURNISH AND INSTALL ALL NEW EQUIPMENT
G	(1-A)	(10')	-	-	-	15'	3.5'	(TV-2-T)	(RA,YA,GA) (R,Y,G)	(Ø3) (Ø4)	(SP-1-T)	(Ø4P)	-	-	REMOVE AND SALVAGE ALL EQUIPMENT
G'	1-A	10'	-	-	-	7'	6'	TV-2-T	RA,YA,GA R,Y,G	Ø3 Ø4	SP-1-T	Ø4P	5	Ø6P	FURNISH AND INSTALL ALL NEW EQUIPMENT

NOTE: ALL NEW EQUIPMENT UNLESS NOTED AS EXISTING IN (PARENTHESIS).  
 ALL NEW LED LUMINAIRES SHALL BE CREE/BETA LED SERIES MODEL NO. STR-LWY-3M-HT-08-E-UL-SV-525-DIM-R-UTL-40K OR APPROVED EQUAL.



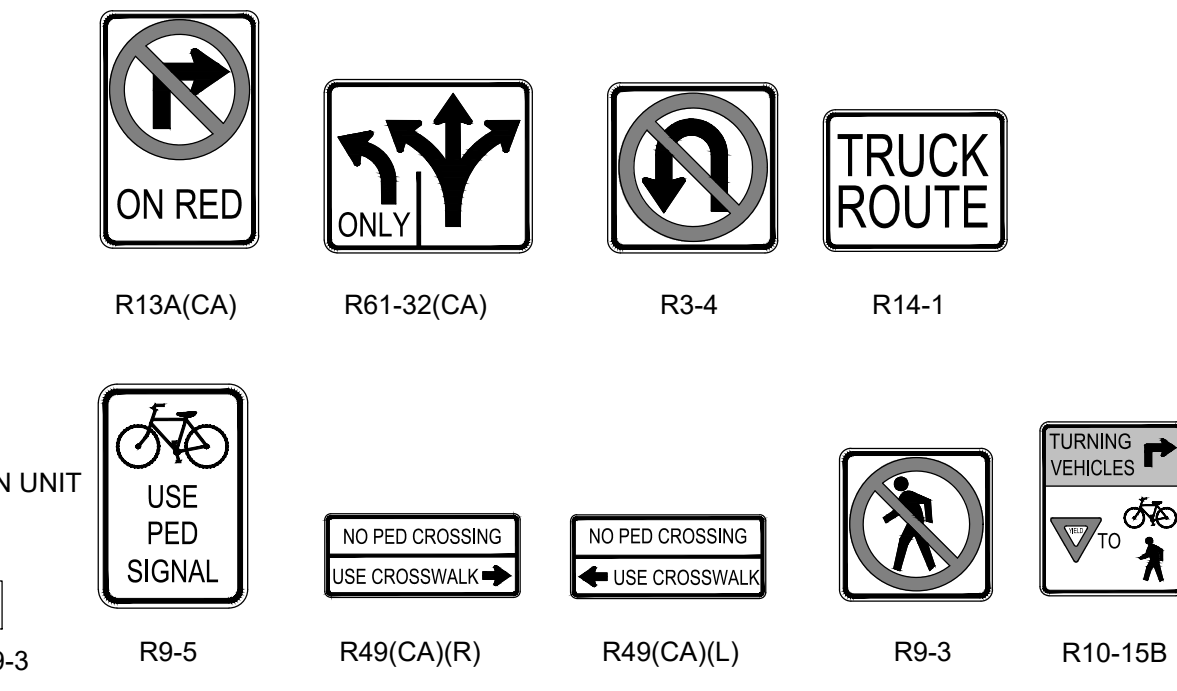
FLASHING OPERATION SHALL BE ALL RED. LPI SHALL BE PROVIDED FOR Ø6 PED PHASE.  
 NOTE: CONTRACTOR IS RESPONSIBLE TO USE EXTREME CARE AND TAKE ALL PRECAUTIONARY MEASURES NOT TO DAMAGE EXISTING FUNCTIONING LOOP DETECTORS.

DETECTOR SCHEDULE			
DETECTOR	PHASE	SLOT	TERMINAL
1	Ø4	I6U	VIDEO
2	Ø6B	J2U	T3-5&6
3	Ø6	J3U	T3-9&10
4	Ø6	J3L	T3-11&12
5	Ø6	J3U	VIDEO
6	Ø1	I1U	VIDEO
7	Ø3	I5U	VIDEO
8	Ø2	I2U	T2-5&6
9	Ø2	I2L	T2-7&8
10	Ø2	I3U	T2-9&10
11	Ø5	J1U	T3-1&2
12	Ø6B	J2L	T3-7&8
PPB	Ø6	I13U	7&8 & COM 9
PPB	Ø4	I12L	T8-5 & COM 6

CONDUIT & CONDUCTOR SCHEDULE												
AWG SIZE OR CABLE TYPE	P H A S E	POLE OR CIRCUIT	(1-2")	(1-2")	(1-3")	(1-3")	(1-3")	(1-3")	(1-2") 1-3"	(2-3") 1-3"	(3-3")	
			1	2	3	4	5	6	7	8	9	10
3 CONDUCTOR	A	POLE (A)										
		POLE (B)										
		POLE (C)										
		POLE (D)										
		POLE (E)										
		POLE (F)										
12 CONDUCTOR	G	POLE (G)										
		POLE (H)										
		POLE (I)										
		POLE (J)										
		POLE (K)										
		POLE (L)										
TOTAL CABLES			1	1	1	1	1	1	1	1	1	
#6	SIGNAL SERVICE							1				
#8	COMMON GROUND	1	1	1	1	(1)	1	1	1	1	1	
#8	SAFETY LIGHTING	1	(2)									
6P#22	INTERCONNECT	(2)	(2)	(2)	(2)					(2)	(2)	
VIDEO CABLE HARNESS	VIDEO DETECTION					1	(1)	2	2	1	4	4
TYPE "B" DLC	Ø1	LOOP DETECTION										
	Ø2	LOOP DETECTION										
	Ø6	LOOP DETECTION							1	1		
	Ø8	LOOP DETECTION									1	1
	Ø9	LOOP DETECTION									1	1
EV-DLC	EV DETECTION									1	2	2
TOTAL CONDUCTORS / CABLES			4	4	5	9	7	12	11	6	23	23
CONDUIT FILL			16%	16%	14%	27%	15%	30%	28%	23%	27%	27%

NOTE: ALL NEW WIRING UNLESS NOTED AS (EXISTING).

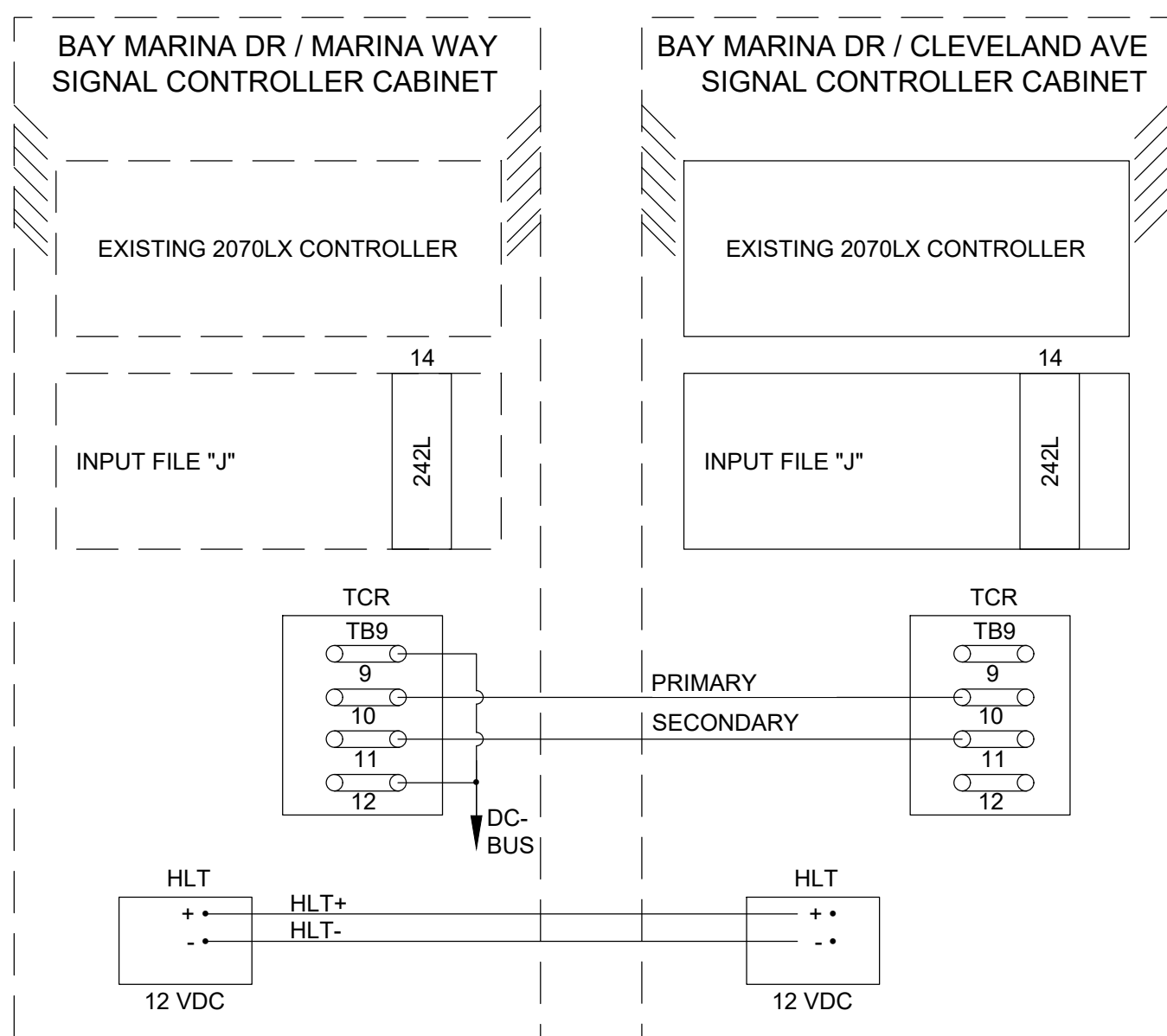
SIGN LEGEND



TRAFFIC SIGNAL CONSTRUCTION NOTES:

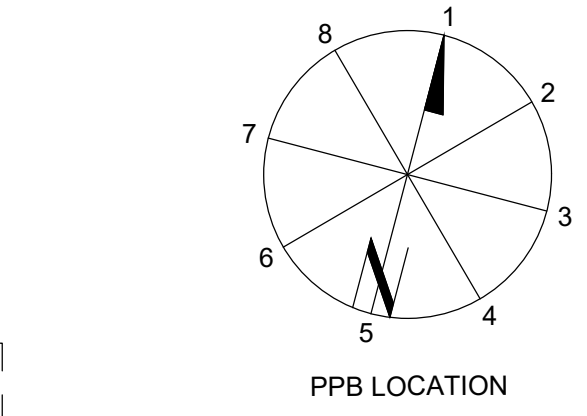
- PP PROTECT IN PLACE PER PLAN.
- BC FURNISH AND INSTALL PULL BOX INTO EXISTING CONDUIT RUN
- RC EQUIPMENT OR MATERIAL TO BE REMOVED AND TO BECOME PROPERTY OF THE CONTRACTOR AS NOTED.
- RS REMOVE AND SALVAGE EQUIPMENT
- 1 FURNISH AND INSTALL NEW SIGN ON POLE PER PLAN
- 2 FURNISH AND INSTALL SINGLE CHANNEL EMERGENCY VEHICLE PREEMPTION EQUIPMENT ON SIGNAL MAST ARM PER DETAIL C ON TRAFFIC SIGNAL NOTES AND DETAILS SHEET
- 3 FURNISH AND INSTALL TYPE 1 PEDESTRIAN BARRICADE WITH R49(CA)(L&R) SIGNS PER CALTRANS STANDARD PLAN ES-7Q
- 4 FURNISH AND INSTALL VEHICLE LOOP DETECTOR
- 5 FURNISH AND INSTALL SIGN ON SIGNAL MAST ARM

RR INTERCONNECT CIRCUIT DIAGRAM:

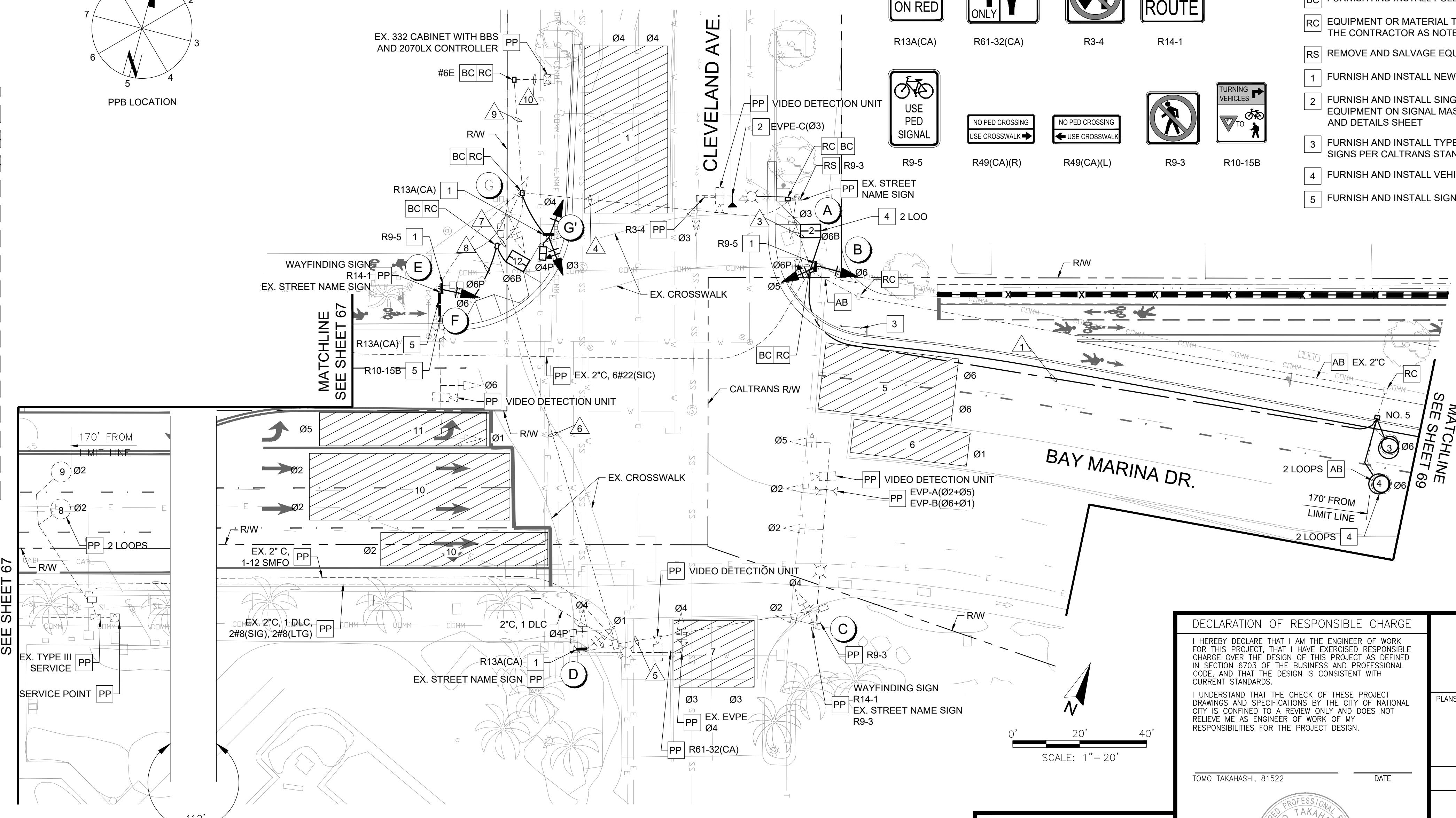


PROPOSED RR PREEMPTION SEQUENCE:

- TRAIN ENTERS TRACK CIRCUIT ASSOCIATED WITH "TCR" INTERCONNECT CIRCUIT. ANY PEDESTRIAN SIGNAL SHOWING "WALK" IS TRUNCATED AND DISPLAYS "DON'T WALK". PEDESTRIAN SIGNALS NOT SHOWING "WALK" WILL NOT START A "WALK" DISPLAY. VEHICULAR INDICATIONS DISPLAYING GREEN (EXCEPT FOR Ø2 WHICH IF GREEN, REMAIN GREEN) BEGIN YELLOW CLEARANCE.
- TRACK CLEARANCE GREEN FOR Ø2 SIGNALS. SOLID RED FOR ALL OTHER VEHICULAR SIGNALS. TRACK CLEARANCE GREEN TIMING SHALL MATCH EXISTING. ALL PEDESTRIAN SIGNALS REMAIN SOLID "DON'T WALK".
- YELLOW CLEARANCE FOR Ø2 SIGNALS. SOLID RED FOR ALL OTHER VEHICULAR SIGNALS. ALL PEDESTRIAN SIGNALS REMAIN SOLID "DON'T WALK".
- AT THE END OF PREEMPTION, NORMAL OPERATION RESUMES.



PPB LOCATION



DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT. THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THIS PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONAL CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.  
 I UNDERSTAND THAT THE CHECK OF THESE PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF NATIONAL CITY IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR THE PROJECT DESIGN.

TOMO TAKAHASHI, 81522 DATE \_\_\_\_\_



NATIONAL CITY  
 1337 INCORPORATED  
 PLANS FOR THE IMPROVEMENTS OF:  
**BAYSHORE BIKEWAY SEGMENT 5**  
**BAY MARINA DR. AND CLEVELAND AVE.**  
 CITY OF NATIONAL CITY  
 ROBERTO YANO RCE# 56292  
 DIRECTOR OF PUBLIC WORKS/CITY ENGINEER  
 DATE \_\_\_\_\_  
 SHEET 68 OF 4 SHEETS  
 CIP NO. 19-20

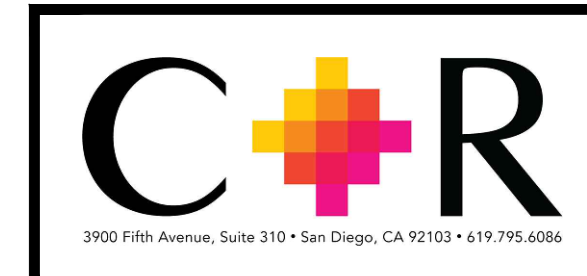


Exhibit A



SURVEYOR: \_\_\_\_\_ BENCHMARK: \_\_\_\_\_ HORIZONTAL CONTROL: \_\_\_\_\_  
 CONSTRUCTION RECORDS  
 DATE STARTED: \_\_\_\_\_ INSPECTOR: \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
 GEOTECHNICAL OF RECORD  
 NAME \_\_\_\_\_ COMPANY \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
 CONSTRUCTION SURVEYOR  
 NAME \_\_\_\_\_ COMPANY \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
 BY APPROVED DATE  
 ENGINEERING DEPARTMENT  
 AS-BUILT  
 REVISIONS

CONDUIT AND CONDUCTOR SCHEDULE						
AWG SIZE OR CABLE TYPE	POLE OR CIRCUIT	CONDUIT SIZE AND RUN				
		1-3"	1-3"	1-3"	1-3"	3-3"
3 COND	POLE (A)					1
	POLE (B)					1
	POLE (C)					1
	POLE (D)					1
	POLE (E)					1
3 & 12 COND TOTALS		1	1	1	3	3
#6	SIGNAL SERVICE					2
#8	COMMON GROUND	1	1	1	1	1
#10	SAFETY LIGHTING	2	2		2	
18 COND.	RR INTERCONNECT					2
VID-POWER	VIDEO DETECTION			1	1	1
VID-COAX				1	1	1
TOTAL CONDUCTORS / CABLES		3	4	4	8	10
% CONDUIT FILL		2%	9%	10%	25%	22%

DETECTOR ASSIGNMENT			
DETECTOR	PHASE	SLOT	TERMINAL
1	Ø2	I2U	VIDEO
FLASH	FLASH	I14U	T8-10&COM12

POLE AND EQUIPMENT SCHEDULE										
NO.	TYPE	HEIGHT	SIG. M.A.	LUM. M.A.	LUM. LED	PLACEMENT STA. OFFSET	MOUNTING AND PLACEMENT			NOTES
							MOUNTING	INDICATION	PHASE	
(A)	TYPE 1-A	10'	-	-	-	STA. 6+72, 50'L	TV-1-T	R,Y,GA	Ø2	
(B)	TYPE 15D	30'	-	12' 12'	130W 130W	STA. 7+26, 5L	-	-	-	
(C)	TYPE 1-A	4'-6"	-	-	-	STA. 6+71, 7L	TV-1-T	R,Y,GA	Ø2	
(D)	TYPE 15D	30'	-	12' 12'	130W 130W	STA. 5+36, 6L	-	-	-	
(E)	27.4-100	17'	40'	-	-	STA. 6+34, 59'L	MAT MAS	R,Y,GA R,Y,GA	Ø2 Ø2	

PROPOSED PHASE DIAGRAM			
NOT USED	NOT USED	NOT USED	NOT USED
Ø1	Ø2	Ø3	Ø4
NOT USED	NOT USED	NOT USED	NOT USED
Ø5	Ø6	Ø7	Ø8

FLASHING OPERATION SHALL BE ALL RED DURING FAULT.

**TRAFFIC SIGNAL CONSTRUCTION NOTES:**

- PP PROTECT IN PLACE.
- 1 FURNISH AND INSTALL SIGN ON POLE PER PLAN.
- 2 FURNISH AND INSTALL SIGN ON MAST ARM PER PLAN.
- 3 FURNISH AND INSTALL RR TERMINATION BOX. PROVIDE 3" STUB FOR RR INTERCONNECT COORDINATE WITH BNSF FOR EXACT LOCATION OF TERMINATION BOX.
- 4 FURNISH AND INSTALL MODEL 2070LX CONTROLLER WITH UNIT CHASSIS, 2070-1C CPU MODULE UPLOADED WITH INTELLIGHT MAXTIME SOFTWARE, 2070-2E+ FIO, 2070-3B FRONT PANEL AND 2070-4A POWER SUPPLY MODULES, ONE (1) BLANK 8MB DATA KEY, BATTERY BACK-UP SYSTEM AND CONTROLLER ASSEMBLIES PER SPECIFICATIONS. PROVIDE WARNING LABEL INSIDE THE TRAFFIC SIGNAL CABINET STATING THAT THE SIGNAL IS INTERCONNECTED WITH THE RAILROAD. PROVIDE CONTACT INFORMATION FOR HIGHWAY AND RAILROAD AGENCY.
- 5 FURNISH AND INSTALL TYPE III-BF SIGNAL AND LIGHTING SERVICE PER CALTRANS STANDARD PLAN ES-2E. PROVIDE 50A-1P CIRCUIT BREAKER FOR SIGNAL (METERED) AND 30A-1P CIRCUIT BREAKER FOR LIGHTING (UNMETERED).
- 6 FURNISH AND INSTALL ITERIS VANTAGE VECTOR HYBRID VIDEO DETECTION CAMERA (OR APPROVED EQUAL) ON 2.5" VERTICAL RISER. ALL EQUIPMENT NEEDED IN CONTROLLER AND ALL REQUIRED WIRING (OR APPROVED EQUAL).
- 7 PROPOSED RR SIGNAL HOUSE BY BNSF FORCES.
- 8 QUEUE CUTTER DETECTION ZONE TO BE PLACED 160' FROM NEAREST RAIL TO BACK OF DETECTION ZONE. FINAL PLACEMENT TO BE DETERMINED IN FIELD.

**PROPOSED NORMAL OPERATION SEQUENCE:**

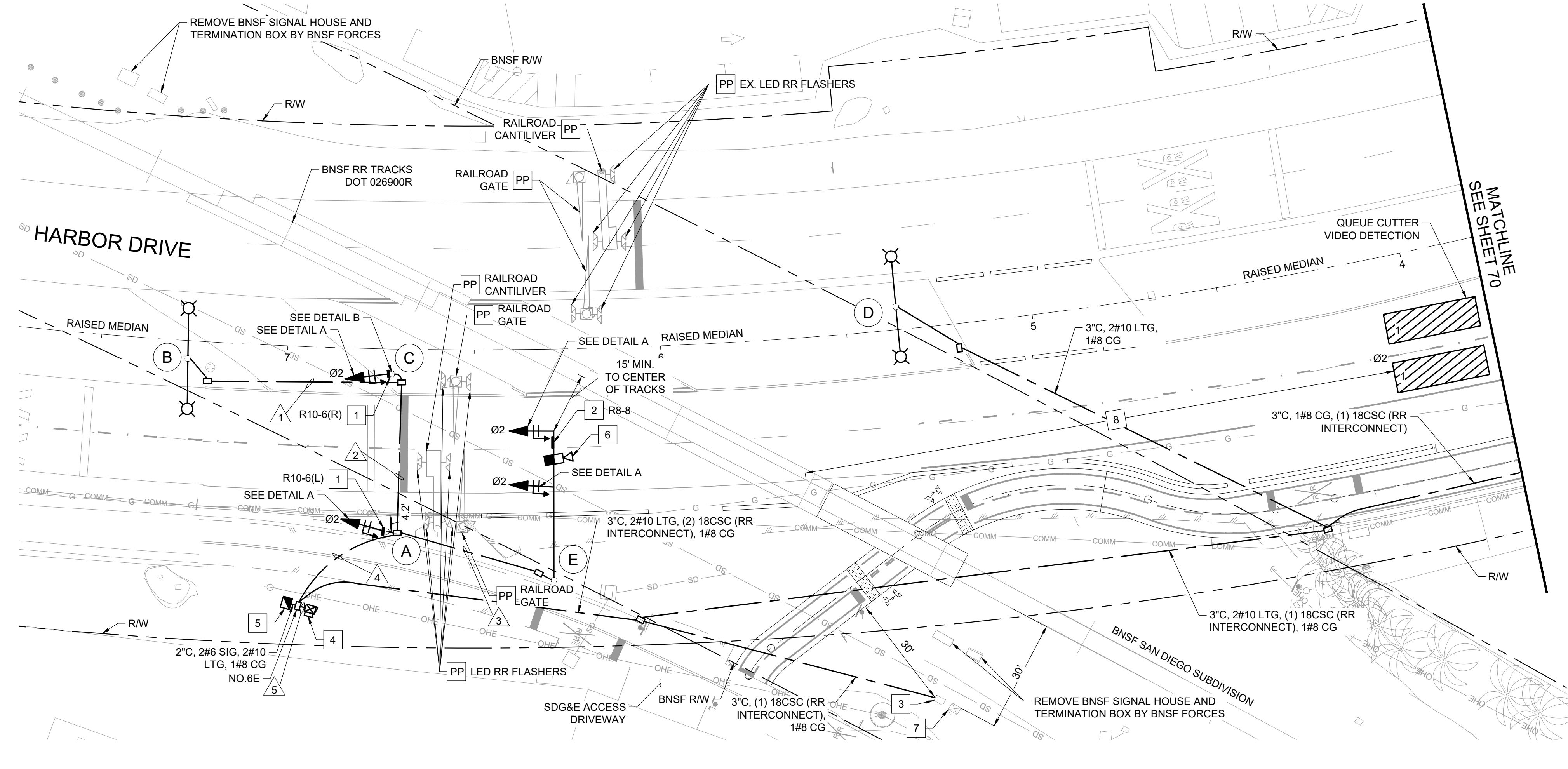
- QUEUE CUTTER SIGNAL DETECTS VEHICLE IN THE QUEUE DETECTION ZONE FOR MIN 5 CONTINUOUS SECONDS. VEHICULAR INDICATIONS FOR Ø2 TRANSITIONS TO YELLOW INDICATION.
- STEADY RED INDICATION FOR ALL VEHICULAR SIGNALS.
- IF NO RAILROAD PREEMPTION, NORMAL OPERATIONS RESUME WHEN VEHICLES ARE NOT DETECTED IN THE QUEUE DETECTION ZONE.

**PROPOSED RR PREEMPTION SEQUENCE:**

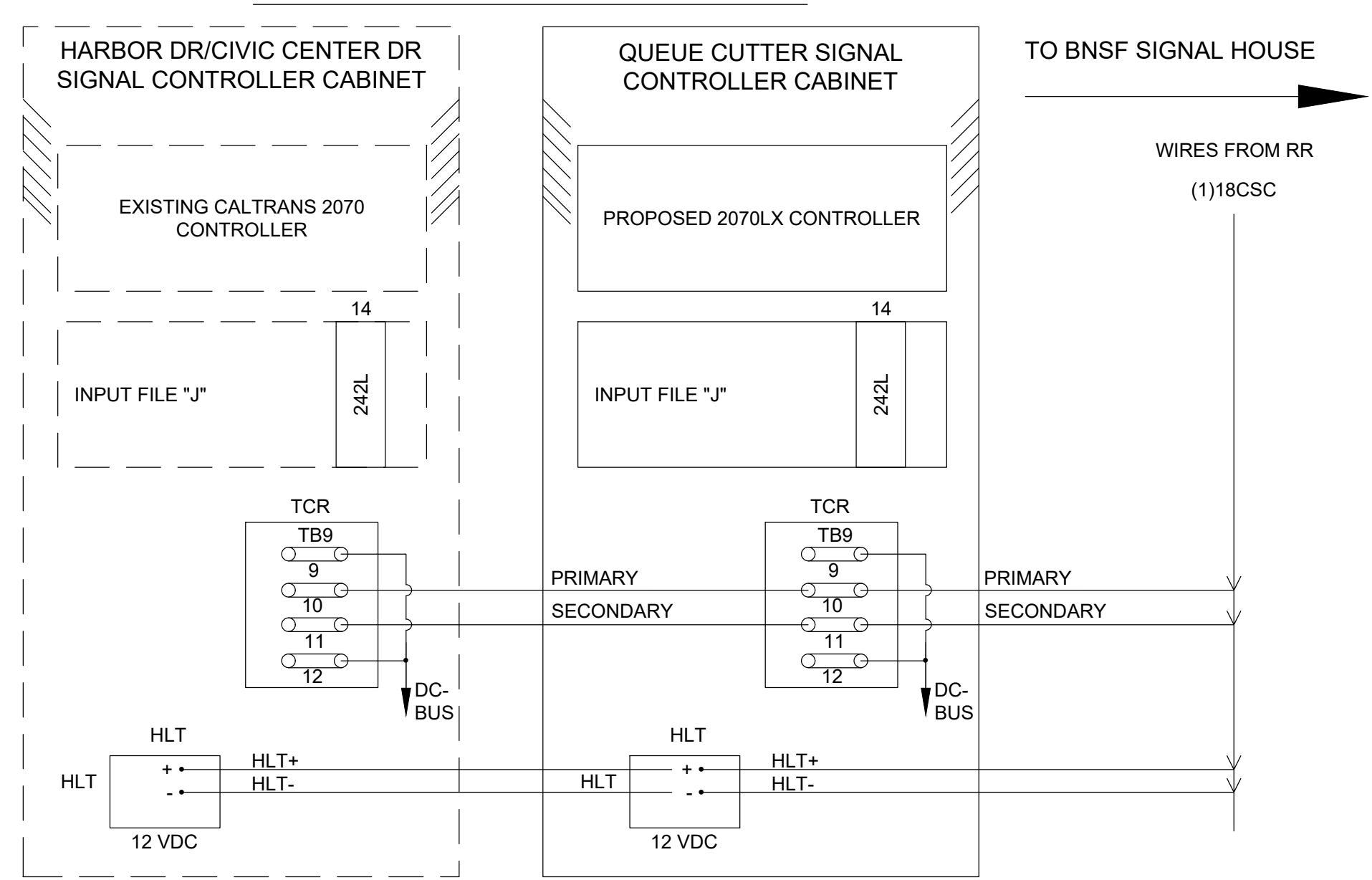
- TRAIN ENTERS TRACK CIRCUIT ASSOCIATED WITH "TCR" INTERCONNECT CIRCUIT. QUEUE CUTTER VEHICULAR INDICATIONS FOR Ø2 COMPLETE TRUNCATED VEHICULAR PHASE. FOR TRAFFIC SIGNAL AT HARBOR DRIVE AND CIVIC CENTER DRIVE, ANY PEDESTRIAN SIGNALS SHOWING "WALK" IS TRUNCATED AND DISPLAYS FLASHING "DON'T WALK". PEDESTRIAN SIGNALS NOT SHOWING "WALK" WILL NOT START A "WALK" DISPLAY. VEHICULAR INDICATIONS DISPLAYING GREEN (EXCEPT FOR Ø2 AND Ø5 WHICH IF GREEN, REMAINS GREEN) COMPLETE REMAINING CYCLE TIME.
- YELLOW CLEARANCE PHASE FOR Ø2 SIGNAL INDICATIONS AT QUEUE CUTTER SIGNAL. FOR TRAFFIC SIGNAL AT HARBOR DRIVE AND CIVIC CENTER DRIVE, EMERGENCY VEHICLE PREEMPTION CALL TRANSITIONS Ø2 AND Ø5 VEHICULAR SIGNALS TO STEADY GREEN INDICATION. ALL OTHER VEHICULAR SIGNALS REMAIN STEADY RED.
- STEADY RED FOR ALL SIGNAL PHASES AT QUEUE CUTTER SIGNAL. TRAFFIC SIGNAL AT HARBOR DRIVE AND CIVIC CENTER DRIVE RESUMES NORMAL OPERATION.
- AT THE END OF PREEMPTION, QUEUE CUTTER SIGNAL RESUMES NORMAL OPERATION.

**INPUT LOGIC SCENARIOS**

	TCR1	TCR2	STATE
1. NO PREEMPTION CALL	OPEN	CLOSED	NORMAL
2. CALL: ADV VEH PREEMPT (TCR)	CLOSED	OPEN	PREEMPT
3. SUPERVISORY FAULT	CLOSED	CLOSED	FAULT
4. SUPERVISORY FAULT	OPEN	OPEN	FAULT



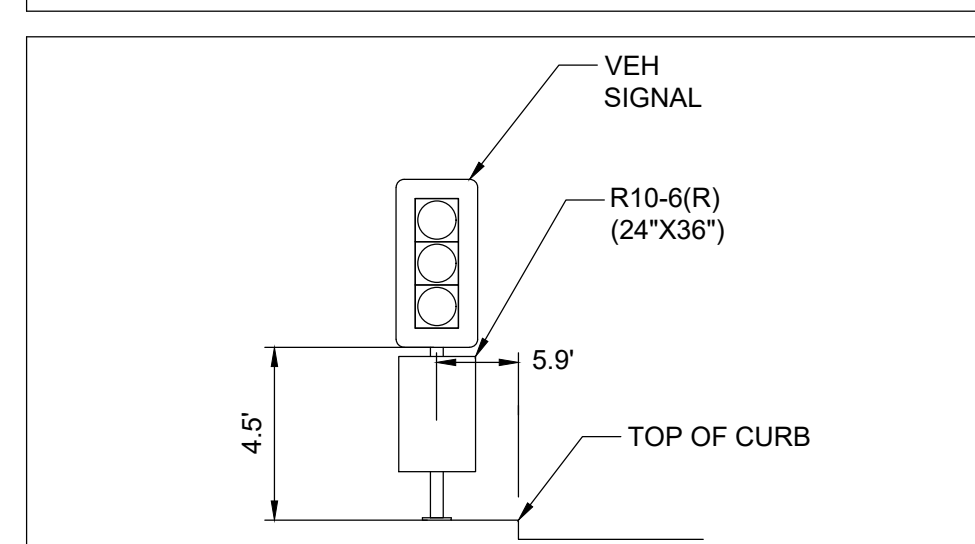
**RR INTERCONNECT CIRCUIT DIAGRAM:**



**RR INTERCONNECT CIRCUITS: CALTRANS RAILROAD INTERFACE PANEL**

- TCR1 = TRAFFIC CONTROL RELAY, NORMALLY OPEN; WHEN CLOSED, INDICATES THAT A TRAIN IS APPROACHING. THE CIRCUIT WILL CALL THE EVP PHASE OF THE TRAFFIC SIGNAL AND STAY ACTIVE UNTIL THE CROSSING GATES ARE DOWN.
- TCR2 = TRAFFIC CONTROL RELAY, NORMALLY CLOSED; WHEN OPEN, INDICATES THAT A TRAIN IS APPROACHING. THE CIRCUIT WILL CALL THE EVP PHASE OF THE TRAFFIC SIGNAL AND STAY ACTIVE UNTIL THE CROSSING GATES ARE DOWN.
- HLT = SIGNAL HEALTH CIRCUIT, NORMALLY CLOSED; WHEN OPEN, INDICATES THAT THERE IS AN ISSUE WITH THE TRAFFIC SIGNAL CONTROLLER (I.E. HARDWARE FLASH OR POWER OUTAGE).

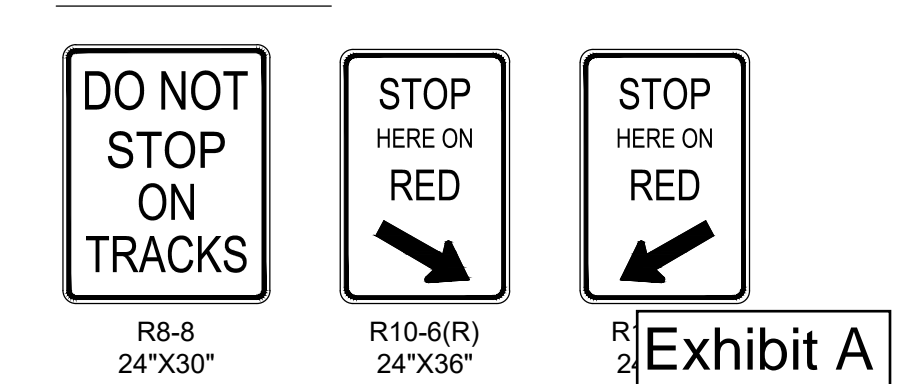
**DETAIL B: MEDIAN POLE MOUNTING DETAIL**



**DETAIL A**



**SIGN LEGEND**



**DECLARATION OF RESPONSIBLE CHARGE**

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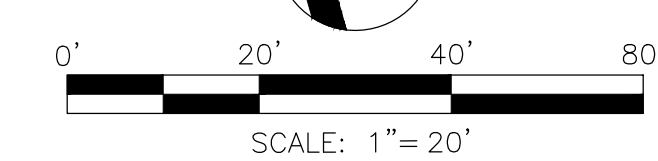
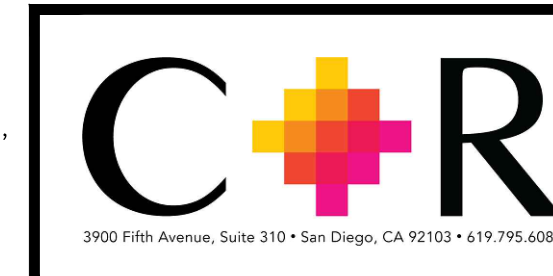
I UNDERSTAND THAT THE CHECK OF THESE PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF NATIONAL CITY IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR THE PROJECT DESIGN.

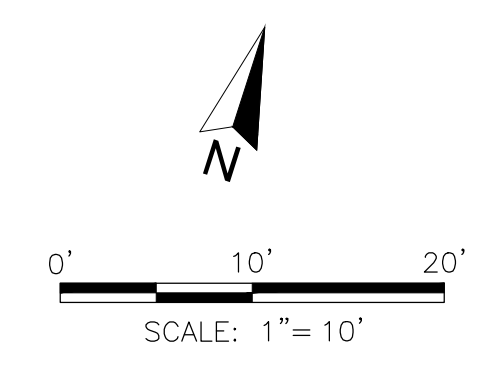
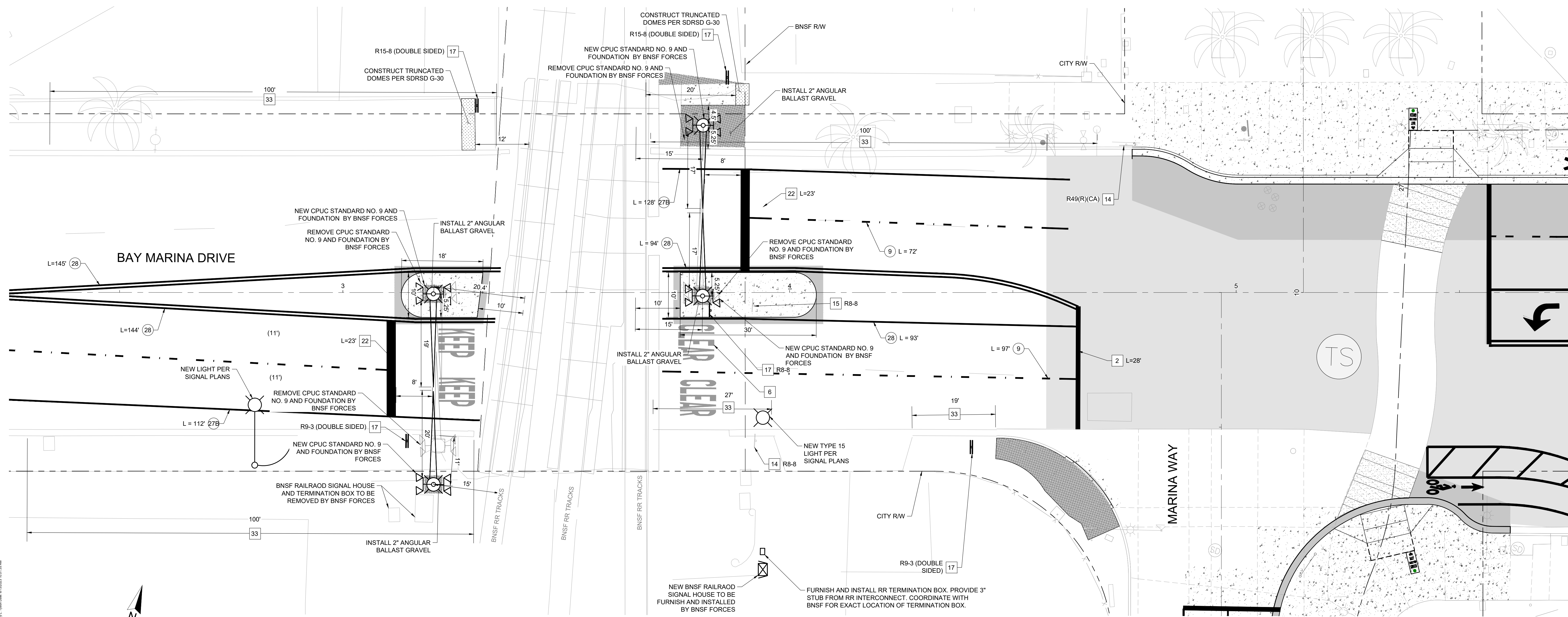
TOMO TAKAHASHI, 81522 DATE \_\_\_\_\_



PLANS FOR THE IMPROVEMENTS OF:  
**BAYSHORE BIKEWAY SEGMENT 5**  
**HARBOR DR. QUEUE CUTTER TRAFFIC SIGNAL PLAN**  
 CITY OF NATIONAL CITY

ROBERTO YANO RCE# 56292  
 DIRECTOR OF PUBLIC WORKS/CITY ENGINEER DATE \_\_\_\_\_  
 SHEET 71 OF 117 SHEETS CIP NO. 19-20





**LEGEND**

- (XX') EXISTING LANE WIDTH
- XX' NEW LANE WIDTH OR LENGTH OF NEW STRIPING
- (XX) STRIPING DETAIL PER LATEST CALTRANS STANDARD PLANS
- ↑ BIKE LANE ARROW PER CALTRANS STANDARD PLAN A24A
- ↶ BIKE LANE WITH PERSON SYMBOL PAVEMENT MARKING PER CALTRANS STANDARD PLAN A24C
- ⊞ WAIT HERE PAVEMENT MARKING PER CALTRANS STANDARD PLAN A20A. TO BE INSTALLED AT 1/2 SCALE
- ⊞ EXISTING CLEAR PAVEMENT MARKING PER CALTRANS STANDARD PLAN A20A
- ⊞ EXISTING KEEP PAVEMENT MARKING PER CALTRANS STANDARD PLAN A20A
- ↶ TYPE IV (L) ARROW PER CALTRANS STANDARD PLAN A24A
- TYPE I 18'-0" ARROW PER CALTRANS STANDARD PLAN A24A
- ↶ TYPE VII (R) ARROW PER CALTRANS STANDARD PLAN A24A
- (TS) TRAFFIC SIGNAL
- SLURRY SEAL PER SPECIFICATIONS

**GENERAL IMPROVEMENT NOTES**

1. SEE TRAFFIC SIGNAL PLANS FOR REMOVAL RELOCATION AND/OR ADJUSTMENTS OF TRAFFIC RELATED IMPROVEMENTS.
2. SEE PLANTING AND IRRIGATION PLANS FOR REMOVALS, RELOCATIONS AND/OR ADJUSTMENTS OF LANDSCAPE AND IRRIGATION RELATED IMPROVEMENTS.
3. CONTRACTOR SHALL NOTIFY BNSF MANAGER OF PUBLIC PROJECTS PRIOR TO ANY WORK WITHIN BNSF RIGHT-OF-WAY OR ANY WORK AFFECTING GRADE CROSSING OPERATIONS

**STRIPING DETAILS**

- ⑨ INSTALL WHITE LANE LINE DETAIL 9 PER CALTRANS STD. PLAN RSP A20A
- ②7B INSTALL WHITE RIGHT EDGE LINE (DETAIL 27B) PER CALTRANS STD. PLAN RSP A20B
- ②8 INSTALL YELLOW MEDIAN ISLAND LINES (DETAIL 28) PER CALTRANS STD. PLAN RSP A20B

**SIGNING AND MARKING NOTES**

- 1 INSTALL WHITE THERMOPLASTIC CONTINENTAL CROSSWALK PER DETAIL ON SHEET 53.
- 2 INSTALL 12" WHITE THERMOPLASTIC LIMIT LINE AS SHOWN ON PLAN.
- 6 INSTALL THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STANDARD PLAN.
- 14 EXISTING SIGN TO REMAIN
- 15 REMOVE AND SALVAGE EXISTING SIGN
- 17 FURNISH AND INSTALL NEW SIGN ON NEW BREAK AWAY POST PER CITY STANDARD DRAWING NO 112-S-B
- 22 INSTALL 24" LIMIT LINE AS SHOWN ON PLANS
- 33 INSTALL RED PAINTED CURB PER PLAN

Exhibit A

**CONSTRUCTION NOTES:**

- PP PROTECT IN PLACE.
- 1 FURNISH AND INSTALL SIGN ON POLE PER PLAN.
- 2 FURNISH AND INSTALL SIGN ON MAST ARM PER PLAN.
- 4 FURNISH AND INSTALL MODEL 2070LX CONTROLLER WITH UNIT CHASSIS, 2070-1C CPU MODULE UPLOADED WITH INTELLIGHT MAXTIME SOFTWARE, 2070-2E+ FIO, 2070-3B FRONT PANEL AND 2070-4A POWER SUPPLY MODULES, ONE (1) BLANK 8MB DATA KEY, BATTERY BACK-UP SYSTEM AND CONTROLLER ASSEMBLIES PER SPECIFICATIONS. PROVIDE WARNING LABEL INSIDE THE TRAFFIC SIGNAL CABINET STATING THAT THE SIGNAL IS INTERCONNECTED WITH THE RAILROAD. PROVIDE CONTACT INFORMATION FOR HIGHWAY AND RAILROAD AGENCY.
- 5 FURNISH AND INSTALL TYPE III-BF SIGNAL AND LIGHTING SERVICE PER CALTRANS STANDARD PLAN ES-2E. PROVIDE 50A-1P CIRCUIT BREAKER FOR SIGNAL (METERED) AND 30A-1P CIRCUIT BREAKER FOR LIGHTING (UNMETERED).
- 6 FURNISH AND INSTALL ITERIS VANTAGE VECTOR HYBRID VIDEO DETECTION CAMERA (OR APPROVED EQUAL) ON 2.5" VERTICAL RISER. ALL EQUIPMENT NEEDED IN CONTROLLER AND ALL REQUIRED WIRING (OR APPROVED EQUAL).
- 8 REPLACE EXISTING RR FLASHERS WITH NEW LED RR FLASHERS BY BNSF FORCES.
- 9 INSTALL BROKEN YELLOW SHARED USE PATH CENTERLINE PER MUTCD FIGURE 9C-2A.
- 10 INSTALL THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STANDARD PLAN. SEE LEGEND ON THIS SHEET.
- 11 INSTALL YELLOW SHUR-CURB BOLTED POST DELINEATORS OR APPROVED EQUAL AT 10' INTERVALS O.C. AS SHOWN ON PLANS. SEE BUFFER/DELINFACTOR DETAIL ON SHEET 57.
- 12 EXISTING SIGN TO REMAIN
- 13 FURNISH AND INSTALL NEW SIGN ON BREAK AWAY POST PER CITY STANDARD DRAWING NO 112-S-B
- 14 INSTALL NEW SIGN ON EXISTING POST
- 15 REMOVE AND REPLACE SIGN PER PLAN
- 16 FURNISH AND INSTALL NEW SIGN ON BREAK-AWAY POST PER CITY STANDRAD DRAWING NO. 112-S-B
- 17 PAINT PROPOSED CURB RED
- 18 RAILROAD CROSSING SYMBOL (THERMOPLASTIC) PER CTSP A24B
- 19 INSTALL 24" WHITE THERMOPLASTIC LIMIT LINE AS SHOWN ON PLAN.
- 20 INSTALL 12" WHITE THERMOPLASTIC LIMIT LINE AS SHOWN ON PLAN.
- 21 MATCH EXISTING STRIPING
- 22 CONSTRUCT BIKEWAY SECTION 4" ASPHALT OVER 6" CLASS II AGGREGATE BASE.
- 23 CONSTRUCT AC DIKE
- 24 CONSTRUCT 0" CURB
- 25 CPUC STD. NO. 8 RR WARNING DEVICE TO BE INSTALLED BY BNSF FORCES
- 26 CONSTRUCT TRUNCATED DOMES PER SDRSD G-30
- 27 INSTALL 2" ANGULAR BALLAST
- 28 CONSTRUCT FULL DEPTH 7.5" PORTLAND CEMENT CONCRETE SECTION. CONCRETE MIX TO BE 3,500 PSI
- 29 INSTALL DOUBLE SIDED R15-8 PER MUTCD FIGURE 8C-4, HEIGHT = 7' BY BNSF FORCES
- 30 RR SIGNAL HOUSE TO BE INSTALL BY BNSF FORCES
- 31 FURNISH AND INSTALL RR TERMINATION BOX. PROVIDE 3" STUB FOR RR INTERCONNECT. COORDINATE WITH BNSF FOR EXACT LOCATION TERMINATION BOX.
- 32 CROSSING PANELS TO BE INSTALL BY BNSF FORCES

**STRIPING DETAILS**

- 9 INSTALL WHITE LANE LINE (DETAIL 9) PER CALTRANS STD. PLAN RSP A20A
- 27B INSTALL WHITE RIGHT EDGE LINE (DETAIL 27B) PER CALTRANS STD. PLAN RSP A20B
- 28 INSTALL YELLOW MEDIAN ISLAND LINES (DETAIL 28) PER CALTRANS STD. PLAN A20B
- 39 INSTALL WHITE BIKE LANE LINE (DETAIL 39) PER CALTRANS REVISED STD. PLAN RSP A20D

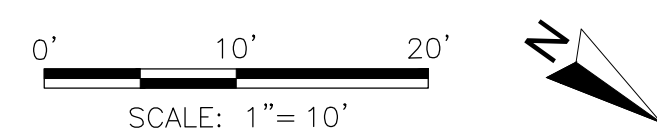
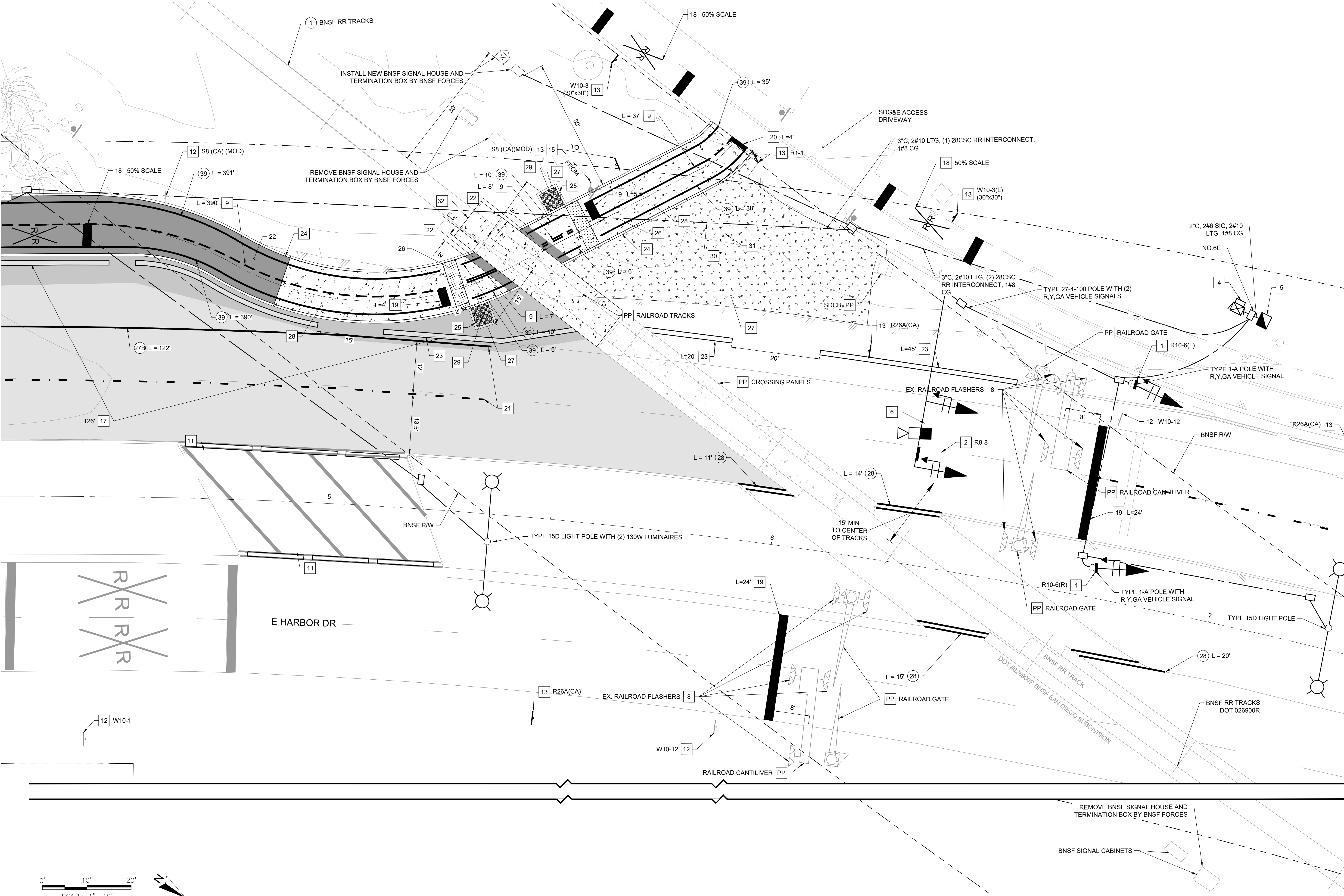


Exhibit A

**BAYSHORE BIKEWAY SEGMENT 5  
GRADE CROSSING EXHIBIT**

5/31/2023  
Sheet 1 of 1





Contract Number: BF-20253718

## EASEMENT AGREEMENT

FOR HARBOR DRIVE GRADE-CROSSING

(C&M Agreement)

**THIS EASEMENT AGREEMENT FOR THE HARBOR DRIVE GRADE-CROSSING ("Easement Agreement")** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), and the **CITY OF NATIONAL CITY**, a political subdivision of the State of California ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of National City State of California at Mile Post 273.45, as described or depicted on **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**").

B. Grantor and Grantee have entered into that certain Construction and Maintenance Agreement dated as of \_\_\_\_\_ concerning improvements on or near the Premises (the "**C&M Agreement**").

C. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

D. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement and in the C&M Agreement incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the C&M Agreement is, for whatever reason, no longer in effect.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### Section 1 Granting of Easement.

1.1 Easement Purpose. The "**Easement Purpose**" shall be for the purposes set forth in the C&M Agreement.

Any improvements to be constructed in connection with the Easement Purpose are referred to herein as "**Improvements**" and shall be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the C&M Agreement.





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1.2 Grant. Grantor does hereby grant unto Grantee a non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "**Laws**"). Grantee may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the C&M Agreement.

1.3 Reservations by Grantor. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;
- (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and
- (c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

**Section 2** Term of Easement. The term of the Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual.

**Section 3** No Warranty of Any Conditions of the Premises. Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR



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PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

**Section 4 Nature of Grantor's Interest in the Premises.** GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

**Section 5 Improvements.** Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must also use all

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Easement Agreement



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reasonable methods when working on or near Grantor property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

**Section 6 Taxes and Recording Fees.** Grantee shall pay when due any taxes, assessments or other charges (collectively, "Taxes") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

**Section 7 Environmental.**

7.1 Compliance with Environmental Laws. Grantee shall strictly comply with all federal, state and local environmental Laws in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Toxic Substances Control Act (collectively referred to as the "**Environmental Laws**"). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any Environmental Laws.

7.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises. Grantee shall use its best efforts to promptly respond to any release on or from the Premises. Grantee also shall give Grantor immediate notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure such release or violation.



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7.3 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises. If during the construction or subsequent maintenance of the Improvements, soils or other materials considered to be environmentally contaminated are exposed, Grantee will remove and safely dispose of said contaminated soils. Determination of soils contamination and applicable disposal procedures thereof, will be made only by an agency having the capacity and authority to make such a determination.

7.4 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

7.5 Evidence of Compliance. Grantee agrees periodically to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 7**. Should Grantee not comply fully with the above-stated obligations of this **Section 7**, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice of termination upon Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 9**.

## **Section 8** **Default and Termination.**

8.1 Grantor's Performance Rights. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.



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8.2 Abandonment. Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.

8.3 Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 9**.

8.4 Non-exclusive Remedies. The remedies set forth in this **Section 8** shall be in addition to, and not in limitation of, any other remedies that Grantor may have under the C&M Agreement, at law or in equity.

#### **Section 9 Surrender of Premises.**

**9.1 Removal of Improvements and Restoration. Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform the following:**

- (a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;
- (b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises;
- (c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
- (d) leave the Premises in the condition which existed as of the Effective Date.

9.2 Limited License for Entry. If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to the condition that existed as of the Effective Date. If



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Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

**Section 10**            **Liens.** Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to **Section 6**. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 10** or any other section of this Easement Agreement.

**Section 11**        **Tax Exchange.** Grantor may assign its rights (but not its obligations) under this Easement Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Grantor to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Grantor shall provide Grantee with a Notice of Assignment, attached as Exhibit C, and Grantee shall execute an acknowledgement of receipt of such notice.

**Section 12**        **Notices.** Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the C&M Agreement. Notices to Grantor under this Easement shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2500 Lou Menk Drive, Ft. Worth, TX 76131, Attn: Permits, or such other address as Grantor may from time to time direct by notice to Grantee.

**Section 13**            **Recordation.** It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as Exhibit "B" (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within 30 days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

**Section 14**            **Miscellaneous.**

14.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of California without regard to conflicts of law provisions.

14.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.



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14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Easement Agreement and the C&M Agreement, which is incorporated herein, is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Easement Agreement.

**Section 15. Administrative Fee.** Grantee acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Grantee and Grantor, that the Grantee shall pay upon return of this Easement Agreement signed by Grantee to Grantor's Broker a processing fee in the amount of \$2,500.00 over and above the agreed upon acquisition price. Said fee shall be made payable to BNSF Railway Company by a separate check.

Witness the execution of this Easement Agreement as of the date first set forth above.



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**GRANTOR:**

**BNSF RAILWAY COMPANY**, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GRANTEE:**

**CITY OF NATIONAL CITY**, a political subdivision of the  
State of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_





Contract Number: BF-20253718

EXHIBIT "A"

Premises

**EXHIBIT "A"**  
PERMANENT EASEMENT  
APN'S 555-090-02-00

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF NATIONAL CITY, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RIGHT-OF-WAY LYING SOUTHWESTERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HARBOR DRIVE AS SHOWN ON CALTRANS RIGHT-OF-WAY MAP LO 9559 ON FILE AT CALTRANS DISTRICT 11 OFFICE AND ON RECORD OF SURVEY MAP NO. 20257 FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON AUGUST 1, 2008 AS FILE NO. 2008-0412499 OF OFFICIAL RECORDS AND LYING EASTERLY OF THE UNNUMBERED LOT EAST OF THE ALLEY IN BLOCK 268 IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 348 FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY OCTOBER 2, 1882.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF HARBOR DRIVE WITH THE WESTERLY LINE OF SAID ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RIGHT-OF-WAY AS SHOWN ON SAID RECORD OF SURVEY, SAID POINT BEING THE BEGINNING OF A 1280.00-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 61°55'51" WEST;

1. THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°29'04" A DISTANCE OF 55.50 FEET;
2. THENCE LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE NORTH 57°34'41" WEST 33.41 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE AND THE BEGINNING OF A NON-TANGENT 5679.65-FOOT RADIUS CURVE CONCAVE WESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 87°54'38" EAST;
3. THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°18'28" A DISTANCE OF 30.50 FEET TO THE **POINT OF BEGINNING**.

AREA = 427 SF, MORE OR LESS (BASED ON GROUND DISTANCES).

SEE EXHIBIT "B" ATTACHED AND BY REFERENCE MADE A PART HEREOF.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, NAD83, EPOCH 1991.35 (UNLESS OTHERWISE NOTED). DIVIDE DISTANCES SHOWN BY 1.00002970 TO OBTAIN GROUND DISTANCES.

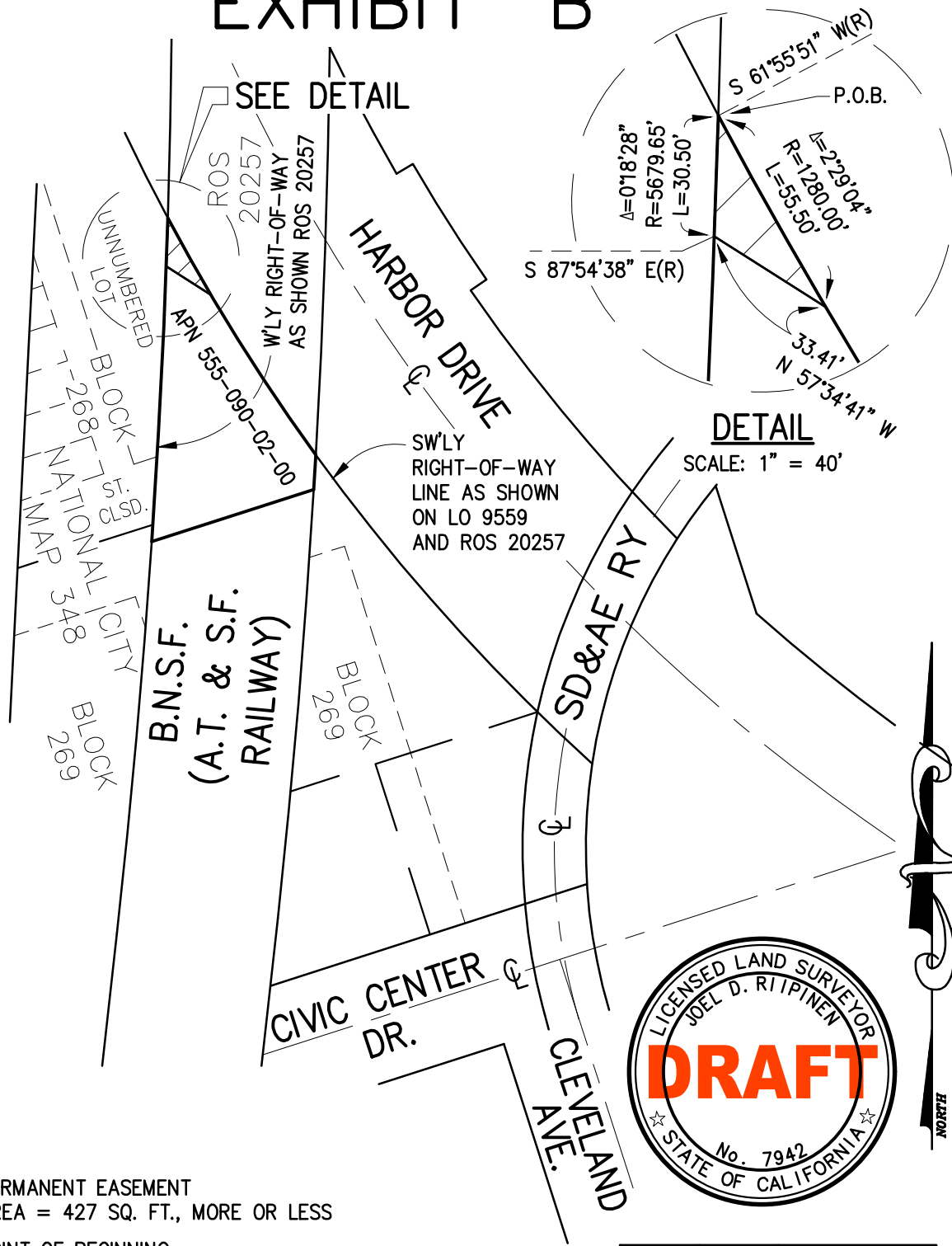
**DRAFT**

\_\_\_\_\_  
JOEL D. RIIPINEN LS 7942



1/24/2022

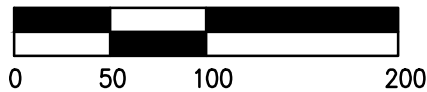


# EXHIBIT "B"



## LEGEND

-  PERMANENT EASEMENT  
AREA = 427 SQ. FT., MORE OR LESS
- P.O.B. POINT OF BEGINNING
- T.P.O.B. TRUE POINT OF BEGINNING
-  CONTROL POINT PER ROS 16668



SHEET 1 OF 1 SHEETS

DRAWN BY: KA	DATE: 1/24/2022	<b>BNSF RAILWAY</b>	SCALE 1" = 100'
CHECKED BY: JR	DATE: 1/24/2022		PERMANENT EASEMENT APN 555-090-02-00
REVISED BY:	DATE:	BURLINGTON NORTHERN AND SANTA FE RAILWAY	DWG. NO.
REVISED BY:	DATE:		



Contract Number: Document ID

**EXHIBIT "B"**

**MEMORANDUM OF EASEMENT**

**THIS MEMORANDUM OF EASEMENT** is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and the **CITY OF NATIONAL CITY**, a political subdivision of the State of California ("**Grantee**"), whose address for purposes of this instrument is \_\_\_\_\_, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

**WITNESSETH:**

**WHEREAS**, Grantor owns or controls certain real property situated in National City, California, as described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Premises**");

**WHEREAS**, Grantor and Grantee entered into an Easement Agreement, dated \_\_\_\_\_, 202\_ (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

**WHEREAS**, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

**END OF PAGE – SIGNATURE PAGE FOLLOWS**



Contract Number: Document ID

**IN WITNESS WHEREOF**, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

**GRANTOR:**

**BNSF RAILWAY COMPANY**, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF TEXAS**

§

**COUNTY OF TARRANT**

§  
§

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by \_\_\_\_\_ (name) as \_\_\_\_\_ (title) of **BNSF RAILWAY COMPANY**, a Delaware corporation.

\_\_\_\_\_  
Notary Public

My appointment expires: \_\_\_\_\_

(Seal)



Contract Number: Document ID

**GRANTEE:**  
**CITY OF NATIONAL CITY**, a political subdivision of the State of California

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
 COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_,  
 by \_\_\_\_\_ (name) as \_\_\_\_\_ (title) of  
 \_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
 Notary Public

My appointment expires: \_\_\_\_\_

(Seal)



**EXHIBIT "C"**

**CONTRACTOR REQUIREMENTS**

**1) General**

- A. The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of  

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- B. The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.
- C. The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- D. The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:



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- E. The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
  
- F. The Contractor must notify **(Agency)** at ( \_\_\_\_\_ ) \_\_\_\_\_ and Railway's Manager Public Projects, telephone number ( \_\_\_\_\_ ) \_\_\_\_\_ at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file \_\_\_\_\_.
  
- G. For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as,





cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

- H. Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

## 2) Contractor Safety Orientation

- A. **No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site [www.BNSFContractor.com](http://www.BNSFContractor.com). The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.**

## 3) Railway Requirements

- A. The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- B. The Contractor must notify the Railway's Division Engineer \_\_\_\_\_ at (\_\_\_\_\_) \_\_\_\_\_ and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
- C. The Contractor must abide by the following temporary clearances during construction:
  - 15'-0"      Horizontally from centerline of nearest track
  - 21'-6"      Vertically above top of rail
  - 27'-0"      Vertically above top of rail for electric wires carrying less than 750 volts



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- 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
- 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
- 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

D. Upon completion of construction, the following clearances shall be maintained:

- 25' Horizontally from centerline of nearest track
- 23' 6" Vertically above top of rail

E. Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **(Agency)** and must not be undertaken until approved in writing by the Railway, and until the **(Agency)** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

F. In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.

G. The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **(Agency)** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

H. At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.

I. Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.



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- J. The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

#### **4) Contractor Roadway Worker on Track Safety Program and Safety Action Plan**

- A. Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site [www.BNSFContractor.com](http://www.BNSFContractor.com), which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
- B. Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.
  - i) The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at [www.eVerifile.com](http://www.eVerifile.com), in addition to any other applicable regulatory requirements.
  - ii) Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.
  - iii) Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first



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approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

- iv) Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

## 5) Railway Flagger Services

- A. The Contractor must give Railway's **Roadmaster** a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- B. Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
  - i) When, upon inspection by Railway's Representative, other conditions warrant.
  - ii) When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
  - iii) When work in any way interferes with the safe operation of trains at timetable speeds.
  - iv) When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.



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- v) Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

**C. Flagging services will be performed by qualified Railway flaggers.**

- i) Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
- ii) Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
- iii) The cost of flagger services provided by the Railway will be borne by **(Agency)**. The estimated cost for one (1) flagger is approximately between \$1,200.00-\$2,000.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**

The cost of **inspector coordinator services** provided by the railway will be borne by **Contractor**. The estimated cost for inspector coordinator services is approximately \$1,200 per day. The contractor shall reimburse the railroad for actual costs of inspection services.

- iv) The average train traffic on this route is \_\_\_\_\_ freight trains per 24-hour period at a timetable speed \_\_\_\_\_ MPH and \_\_\_\_\_ passenger trains at a timetable speed of \_\_\_\_\_ MPH.

**6) Contractor General Safety Requirements**

- A.** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.



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- B.** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- C.** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.
- D.** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- E.** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- F.** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- G.** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- H.** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, [www.BNSFContractor.com](http://www.BNSFContractor.com), however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes,



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above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**

- I. **THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.**
- J. Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- K. Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- L. All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

## **7) Excavation**

- A. Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway



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traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative**. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**

- B. The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.
- C. All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- D. Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

## 8) Hazardous Waste, Substances and Material Reporting:

- A. If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

## 9) Personal Injury Reporting

- A. The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the





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Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.



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**NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION**

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- Passenger on train (C)
- Non-employee (N) *(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)*
- Contractor/safety
- Contractor/non-safety sensitive (G)
- Volunteer/safety sensitive (H)
- Volunteer/other non-safety sensitive (I)
- Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates
- Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates
- Non-trespasser (J) - Off railroad property

If train involved, Train ID:

\_\_\_\_\_

Transmit attached information to Accident/Incident Reporting Center by:  
Fax 1-817-352-7595 or by Phone 1-800-697-6736 or email to: [Accident-Reporting.Center@BNSF.com](mailto:Accident-Reporting.Center@BNSF.com)

Officer Providing Information:

\_\_\_\_\_  
(Name) (Employee No.) (Phone #)

**REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490**



Contract Number: BF-20253718

### NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

Please complete this form and provide to the BNSF supervisor, who will input this information into the EHS Star system. For questions, call (817) 352-1267 or email [Safety.IncidentReporting@BNSF.com](mailto:Safety.IncidentReporting@BNSF.com).

Accident City/State: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

County: \_\_\_\_\_ Temperature: \_\_\_\_\_ Weather: \_\_\_\_\_  
(if non-BNSF location)

Name (Last/First/MI): \_\_\_\_\_

Age: \_\_\_\_\_ Gender (if available): \_\_\_\_\_

Company: \_\_\_\_\_

eRailsafe Badge Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

BNSF Contractor Badge Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Injury: \_\_\_\_\_ Body Part: \_\_\_\_\_  
(e.g., laceration) (e.g., hand)

Description of accident (including how accident occurred, potential cause, etc.):  
\_\_\_\_\_  
\_\_\_\_\_

Work activity in progress at time of accident: \_\_\_\_\_

Tools, machinery, or hazardous materials involved in accident: \_\_\_\_\_  
\_\_\_\_\_

**Treatment:**

- First Aid Only
- Required Medical Treatment
- Other Medical Treatment: \_\_\_\_\_

Dr. Name: \_\_\_\_\_ Date: \_\_\_\_\_

Dr. Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Hospital Name: \_\_\_\_\_

Hospital Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Diagnosis: \_\_\_\_\_

THIS REPORT IS PART OF BNSF'S ACCIDENT REPORT PURSUANT TO THE ACCIDENT REPORTS STATUTE AND, AS SUCH SHALL NOT "BE ADMITTED AS EVIDENCE OR USED FOR ANY PURPOSE IN ANY SUIT OR ACTION FOR DAMAGES GROWING OUT OF ANY MATTER MENTIONED IN SAID REPORT...." 49 U.S.C. § 20903. See 49 C.F.R. § 225.7(b).



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**EXHIBIT "C-1"**

**Agreement Between  
BNSF RAILWAY COMPANY  
and the  
CONTRACTOR**

**Railway File:** \_\_\_\_\_

**Agency Project:** \_\_\_\_\_

**Account Name**, a/an State or Country of Formation Type of Organization (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated \_\_\_\_\_, 20\_\_, with **AGENCY** for the performance of certain work in connection with the following project:\_\_\_\_\_. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **National City** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

**1) RELEASE OF LIABILITY AND INDEMNITY**

- A.** Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of



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Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF RAILWAY**

- B. THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.**
- C.** Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.
- D.** In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**



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- E. It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

## 2) TERM

- A. This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

## 3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

### A. Commercial General Liability "CGL" Insurance

- i) The policy will provide a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$6,000,000 but in no event less than the amount otherwise carried by the provider. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
- (1) Bodily Injury and Property Damage
  - (2) Personal Injury and Advertising Injury
  - (3) Fire legal liability
  - (4) Products and completed operations
- ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
- (1) definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of RAILWAY's



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property.

- (2) Waiver of subrogation in favor of and acceptable to RAILWAY; and
  - (3) Additional insured endorsement in favor of and acceptable to RAILWAY and include coverage for ongoing operations and completed operations; and
  - (4) Separation of insureds; and
  - (5) The policy will be primary and non-contributing with respect to any insurance carried by RAILWAY.
- iii) It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.
- iv) No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

**B. Business Automobile Insurance**

- i) The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
  - (1) Bodily injury and property damage
  - (2) Any and all vehicles owned, used or hired
- ii) The policy will include the following endorsements or language, which will be



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indicated on or attached to the certificate of insurance:

- (1) Waiver of subrogation in favor of and acceptable to RAILWAY;
- (2) Additional insured endorsement in favor of and acceptable to RAILWAY;
- (3) Separation of insureds;
- (4) The policy shall be primary and non-contributing with respect to any insurance carried by RAILWAY.

**C. Workers Compensation and Employers Liability Insurance**

- i) Workers Compensation and Employers Liability insurance including coverage for, but not limited to:
  - (1) Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
  - (2) Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
  - (1) Waiver of subrogation in favor of and acceptable to Railway.

**D. Railroad Protective Liability insurance**

- i) Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:
  - (1) Endorsed to include the Pollution Exclusion Amendment
  - (2) Endorsed to include the Limited Seepage and Pollution Endorsement.
  - (3) Endorsed to remove any exclusion for punitive damages.





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- (4) No other endorsements restricting coverage may be added.
- (5) The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement.
- (6) Definition of "Physical Damage to Property" shall be endorsed to read:  
"means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

**E. Other Requirements:**

- i) Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- ii) Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor's care, custody or control.
- iii) Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- iv) Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.
- v) Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative



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evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company  
c/o CertFocus  
P.O. Box 140528  
Kansas City, MO 64114  
Toll Free: 877-576-2378  
Fax number: 817-840-7487  
Email: [BNSF@certfocus.com](mailto:BNSF@certfocus.com)  
[www.certfocus.com](http://www.certfocus.com)

- vi) Contractor shall notify Railway in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.
- vii) Any insurance policy shall be written by a reputable insurance company acceptable to Railway or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- viii) If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.
- ix) Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.
- x) Not more frequently than once every five years, Railway may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- xi) If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming Railway as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railway to the same extent and under the same terms and



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conditions as Contractor is required to release, defend and indemnify Railway herein.

- xii) Failure to provide evidence as required by this section shall entitle, but not require, Railway to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.
- xiii) The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railway shall not be limited by the amount of the required insurance coverage.
- xiv) In the event of a claim or lawsuit involving Railway arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.
- xv) These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.
- xvi) For purposes of this section, Railway shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

#### **4) SALES AND OTHER TAXES**

- A.** In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however*, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the



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performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.

- B.** Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; provided, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.
- C.** Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

## **5) EXHIBIT "C" CONTRACTOR REQUIREMENTS**

- A.** The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any



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damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/faqs/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

## **6) TRAIN DELAY**

- A.** Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.
- B.** For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.
- C.** Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.
- D.** The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.



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- E.** Contractor and its subcontractors must give Railway's representative Four (4) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.
- F.** Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

SIGNATURE PAGE FOLLOWS



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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

**BNSF RAILWAY COMPANY**

**Account Name**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted and effective this \_\_\_\_\_.

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Fax: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_



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**EXHIBIT D**

**[Insert Cost Estimate(s) for Railroad Work here]**



## **CONSTRUCTION AND MAINTENANCE AGREEMENT FOR THE BAYSHORE BIKEWAY PROJECT**

**THIS IS A CONSTRUCTION AND MAINTENANCE AGREEMENT ("CMA")** is made and entered into this \_\_\_\_\_ day in the month of \_\_\_\_\_ in the year of 2023 by and between the SAN DIEGO METROPOLITAN TRANSIT SYSTEM ("MTS"), a California public agency, the San Diego and the City of National City ("CITY"), a California Charter City duly formed under the laws of the State of California, collectively as the ("Parties").

### **RECITALS**

**WHEREAS**, the City and Unified San Diego Port District recently approved and certified an Environmental Impact Report for the redevelopment of the National City bayfront known as the "Balanced Plan;" and

**WHEREAS**, a key component of the Balanced Plan is the development of the "Bayshore Bikeway" which links South San Diego Bay to the North Bay and travels near the shoreline of the Bay ("Project"); and

**WHEREAS**, the Project provides the means for local residents to use alternative transportation to commute to their workplaces and provides a regional and state recreational asset to those who visit the San Diego waterfront; and

**WHEREAS**, to facilitate the development of the Bayshore Bikeway the Parties agree that the CITY will construct, maintain, and operate the Project and CITY will reimburse MTS for all MTS staff expenses, consultant expenses, and other reasonable direct expenses accrued in reviewing approving, and constructing the Project and in preparing this CMA and any other agreements relating to the Project, including but not limited to a license for the Project and a Right of Entry Permit that allows the CITY's contractor to enter into the ROW to construct the Project, the Parties will collectively work together to estimate these expenses on a not to exceed annual basis;

### **NOW, THEREFORE, IT IS AGREED:**

1. **License.** MTS agrees to grant to CITY a license upon certain portions of the ROW in the City of San Diego, County of San Diego, depicted in Exhibit "B" solely for the purpose of constructing, maintaining and operating the Project, in strict accordance with the provisions of this CMA. This license will be granted subject to the prior, continuing, and future rights and obligations of MTS (including its licensees, successors and assigns) to use the ROW for MTS purposes and other consistent uses, including, but not limited to, existing and future transportation activities, utilities, communication systems, pipeline facilities and appurtenances in, upon, over, across and along the ROW, and there is expressly reserved unto MTS, and its respective successors and assigns, the right (consistent with the rights herein granted) to construct, reconstruct, maintain, operate, and use any and all existing and future facilities and appurtenances related to the above-referenced uses.

{Client Files/01124/2/AG/S0725716.DOCX}

2. **Use.** If CITY shall use the ROW for any purpose other than as stated in Section 1 above, or fail to act in accordance with the provisions of this CMA or act in a manner which interferes with the use of the ROW by MTS (including its licensees, successors and assigns), then MTS (or its successors and assigns) shall provide CITY with a timely written notice of any claim of default, meet and confer with CITY regarding the claim of default, and allow CITY a reasonable opportunity to cure the default so long as CITY proceeds expeditiously to cure the default. If CITY fails to cure the default in a timely manner, MTS may exercise its remedies at law or equity against CITY. It is expressly understood and agreed by MTS that CITY shall use the ROW without interference or damage to any MTS facilities existing or constructed during the term of this CMA over, under, along and across the ROW. CITY hereby agrees to the fullest extent of the law, that it will indemnify and save harmless MTS from and against any and all liability for any such interference or damage by the CITY or its contractors or agents as more expressly set forth below in **Paragraph 8**.

3. **Limitations.**

(a) **Limitations on Use.**

- (i) CITY shall comply with all applicable terms, conditions, directive and requirements of MTS's policies regarding rights-of-way and other MTS ordinances, rules and regulations. CITY shall comply with all applicable laws and regulations of the federal, state, county, local governments and all administrative agencies thereof which may have jurisdiction over CITY's construction, maintenance and operation of the Project.
- (ii) No use, construction, or maintenance by CITY or on CITY's behalf of the Project will interfere with any type of MTS operations on the ROW.
- (iii) CITY shall not leave any personal property or equipment on the ROW unattended at any time after the completion of the Project that would cause a safety hazard or violate a Public Utilities Commission regulation.

(b) **Limitations on License.** The license and permission to be granted are without warranty of title of any kind, expressed or implied and are subject to and subordinate to all prior licenses, leases, easements, restrictions, reservations, conditions, covenants, encumbrances, rights-of-way, liens and claims of title which may in any manner encumber the **ROW**.

4. **Maintenance of Project.** CITY shall maintain at its expense the Project and appurtenances constructed pursuant to the terms of this CMA and which are over, under, along and across the ROW. In performing its maintenance obligations in accordance with this **Paragraph 4**, the CITY and/or its contractors, agents and assigns shall comply with MTS's rules and regulations concerning use of and work within the ROW, and the instructions of MTS'

representatives in relation to the proper manner of protecting MTS' tracks and traffic moving thereon, pole lines, signals, and other property of MTS, or its tenants or licensees, at or in the vicinity of any maintenance work, and shall perform such work at such times as shall not endanger or interfere with safe and timely operation of MTS's track and other facilities.

5. **Right of Entry Permit.** The exercise of any and all rights provided by this CMA is subject to the requirement that the CITY's contractors and agents first obtain a Right of Entry Permit ("ROE Permit") from MTS prior to entry onto the ROW for the construction or maintenance of the Project. The ROE Permit requires that the CITY' s contractors and agents procure and maintain in force at all times during the construction contract, the insurance described in this CMA. MTS shall timely process any applications required to obtain the Permits, and shall not unreasonably deny or delay the issuance of such Permit. The CITY's contractors and agents will comply with all MTS policies, rules and regulations as stated in the ROE Permit, and the instructions of MTS's representatives in relation to the proper manner of protecting the MTS tracks and traffic moving thereon, catenary lines, pull lines, signals and other property of Rail road, or their respective tenants or licensees, during the period of construction of the Project.

6. **Durable Maintenance ROE Permit.** Notwithstanding the foregoing, MTS hereby grants CITY a Durable Maintenance ROE Permit to allow CITY to enter onto the ROW for routine maintenance of the Project, including, but not limited to, activities such as trash removal, cleaning of pedestrian walkway, cleaning of pedestrian guardrail, and similar maintenance activities related to the Bayshore Bikeway. The Durable Maintenance ROE Permit shall remain effective throughout the life of this Agreement and be subject to all of the terms of this CMA, including but not limited to the indemnity and insurance provisions. Entry onto the ROW by individuals or entities other than the CITY (such contractors, agents, and non-CITY employees) shall require a separate ROE Permit issued by MTS in conformance with Paragraph 5.

7. **Notice.** The exercise of any and all rights provided to CITY by this CMA is also subject to the notice requirements set forth in the ROE Permits for the construction and maintenance of the Project, prior to entry onto the ROW for any purpose.

8. **Indemnification.**

(a) CITY

To the fullest extent of the law, CITY shall indemnify, defend and hold harmless MTS, its Board, officers , directors, agents, and employees, Rail America , the San Diego and Imperial Valley MTS (SD&IV), the San Diego and Arizona Eastern Railway (SD&AE), San Diego Trolley, Inc. (SDTI), San Diego Transit Corporation (SDTC), any other entity performing maintenance work on the ROW, any other entity providing passenger rail operation services for MTS or SD&AE on the ROW, and any other entity providing dispatch services to MTS or SD&AE for the ROW, their officers, directors, agents and employees ("MTS Indemnitees"), from any and all liability, loss, expense (including reasonable attorney's fees and other defense costs), demands, suits, liens, damages, costs, claims, including, but not limited to, third party claims, claims for bodily injury, death, personal injury, or property damage, that are incurred by or

asserted against the MTS Indemnites arising out of or connected with this CMA, the maintenance of any device or appurtenance implemented under this CMA, and any negligent acts or omissions on the part of the CITY, its Council, officers, agents, contractors, sublicensees, or employees. The requirements as to the types and limits of the insurance coverage to be maintained by the CITY as required by section 8, and any approval of the insurance by MTS and SD&AE, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CITY pursuant to this CMA, including but limited to, the provisions concerning indemnification. The duty to indemnify, defend, or hold harmless set forth herein shall not apply if it arises from the MTS Indemnities gross negligence or willful misconduct.

(b) MTS

To the fullest extent of the law, MTS agrees to indemnify defend and hold harmless the CITY and its City Council members, officers, agents, volunteers, contractors, and employees ("City Indemnites"), from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs) , demands , suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the CITY Indemnites arising out of or connected with any negligent acts or omissions on the part of MTS, their Boards, officers, agents, contractors, or employees, under or in connection with any work, authority or jurisdiction delegated to MTS under this CMA. MTS shall have no obligation to indemnify any sublicense or invitee of CITY for any reason whatsoever. The duty to indemnify, defend, or hold harmless set forth herein shall not apply if it arises from the City Indemnities gross negligence or willful misconduct.

(c) CONCURRENT NEGLIGENCE

In the event of an act or acts of concurrent negligence which results in the filing of a demand, claim, or complaint against the Parties, each party shall defend and represent itself such that each party shall bear its own costs and attorneys' fees.

9. **Insurance.** The CITY, at its sole cost and expense, shall procure and maintain the following insurance:

(a) General Liability:

- (i) The CITY shall maintain \$15 million of general liability coverage. The CITY is currently self-insured for its general liability coverage up to \$5 million and participates in a large risk pool (CSAC - EINCPE IA) which provides excess coverage from \$5 million to \$15 million. The CITY may opt to place excess coverage outside of CSAC-EINCPEIA with a similar program at any time during this CMA. Upon request by MTS, the CITY shall provide satisfactory evidence that it meets the insurance requirements of this CMA. If the CITY increases the amount of its self -insurance, the CITY shall notify MTS prior to the change in coverage. If MTS feels that the CITY's self-insurance level is insufficient, it shall meet and confer with the CITY. If MTS still feels that the CITY's self-insurance level is insufficient, MTS may require the CITY to

purchase a buffer policy of general liability coverage to reduce the self-insurance amount to a level acceptable to MTS.

- (ii) The coverage described above shall cover bodily injury (including death) and property damage liability, owned and non-owned equipment, and blanket contractual liability.
- (iii) The policies shall not have endorsement limitations relating to operations on or near MTS property.
- (iv) All such policies shall name in the endorsement San Diego Metropolitan Transit System (MTS), San Diego Trolley, Inc. (SDTI), San Diego and Arizona Eastern Railway (SD&AE), San Diego and Imperial Valley MTS (SD&IV), San Diego Transit Corporation (SDTC), and their directors, officers, agents, and employees as additional insureds as their interests may appear.

(b) Automobile Liability

- (i) The CITY shall maintain \$15 million of automobile liability coverage. The CITY is currently self-insured for its automobile liability coverage up to \$5 million and participates in a large risk pool (CSAC-EINCPEIA) which provides excess coverage from \$5 million to \$15 million. The CITY may opt to place excess coverage outside of CSAC-EIA/CPEIA with a similar program at any time during this CMA. Upon request by MTS, the CITY shall provide satisfactory evidence that it meets the insurance requirements of this CMA. If the CITY increases the amount of its self-insurance, the CITY shall notify MTS prior to the change in coverage. If MTS feels that the CITY's self-insurance level is insufficient, it shall meet and confer with the CITY. If MTS still feels that the CITY's self-insurance level is insufficient, MTS may require the CITY to purchase a buffer policy of automobile liability coverage to reduce the self-insurance amount to a level acceptable to MTS.
- (ii) The insurance shall indemnify against loss from liability imposed by law for damages on account of bodily injury, property damage, and personal injury. The automobile coverage shall cover all owned, non-owned and hired automobiles.

(c) Workers Compensation. CITY shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the Right-of-Way, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. CITY shall provide employers' liability insurance in the amount of not less than two million dollars per accident for bodily injury and disease. By its signature hereunder, CITY certifies that it is aware

of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions in connection with any work performed on the Site. Any persons providing services with or on behalf of the CITY shall be covered by workers' compensation (or qualified self-insurance). CITY waives any rights of subrogation against MTS, SD&AE, or any of their subsidiaries, and the policy form must permit and accept such waiver.

(d) Railroad Protective Insurance. CITY shall remove any exclusions relating to work performed on the rail, right of way, or within 50 feet of the rail, bridge, trestle, track, roadbed, tunnel, underpass, or crossing from its General Liability Coverage for both the self-insured and excess policies or purchase a separate Railroad Protective Liability policy.

(e) For any claims arising out of or connected with this CMA regarding the maintenance of any device or appurtenance implemented under this CMA, and any negligent acts or omissions on the part of the CITY, its Council, officers, agents, contractors, or employees, or the CITY's operations or activities, CITY's insurance shall be primary insurance to MTS, SDTI, SDTC, SD&AE, SD&IV, and their directors, officers, employees, contractors, agents or authorized volunteers. Any insurance, self-insurance or other coverage maintained by MTS, SDTI, SDTC, SD&AE, SD&IV, and their directors, officers, employees, agents or authorized volunteers shall not contribute to it. All policies and coverages shall contain a provision for 30 days written notice by the Insurer(s) to the MTS Contracts Specialist of any cancellation or material reduction of coverage. A ten-day notice is required for non-payment of premium.

(f) The CITY shall insure that every contractor or subcontractor retained to perform the construction or maintenance of the Project, who enters upon, uses, or performs any work upon the ROW by or on behalf of CITY shall provide to MTS evidence of insurance as follows:

(i) Commercial General Liability. At all times during this contract and, with respect to Products and Completed Operations Liability, for 12 months following the acceptance of the work by MTS, Contractor agrees to maintain Commercial General Liability Insurance for bodily injury and property damage in an occurrence form and with insurance companies acceptable to MTS with minimum policy limits of \$5 million dollars (per occurrence) for any general contractor and \$3 million dollars (per occurrence) for any sub-contractors. Commercial General Liability Insurance must include coverage for the following:

- Premises/Operations Liability
- Aggregate Limits per Project
- Products/Completed Operations Liability
- No Explosion, Collapse, and Underground (XCU) exclusion
- Contractual Liability, with respect to this agreement
- Personal Injury Liability
- Broad Form Property Damage

- Independent Contractors

All such policies shall name in the endorsement San Diego Metropolitan Transit System {MTS), San Diego Trolley, Inc. (SDTI), San Diego and Arizona Eastern Railway (SD&AE), San Diego and Imperial Valley MTS (SD& IV), San Diego Transit Corporation (SDTC), the City of San Diego (CITY), and their directors, officers, agents, and employees as additional insureds as their interests may appear. All general liability coverages required under this Section 9(f) are PRIMARY and that any insurance of MTS, SDTL SD&AE, SD&IV, SDTC, and the CITY shall be excess and noncontributory (endorsement required).

Automobile Liability. At all times during this contract. Contractor agrees to maintain Automobile Liability Insurance for bodily injury and property damage including coverage for all owned, non owned and hired vehicles at a minimum policy limit of \$5 million dollars. All such policies shall name in the endorsement San Diego Metropolitan Transit System (MTS), San Diego Trolley. Inc. (SDTI), San Diego and Arizona Eastern Railway (SD&AE), San Diego and Imperial Valley MTS (SD&IV), San Diego Transit Corporation (SDTC), the City of San Diego (CITY), and their directors, officers, agents, and employees as additional insureds as their interests may appear.

- (i) Workers' Compensation/Employer Liability. At all times during this contract, Contractor agrees to maintain Workers' Compensation and Employers' Liability Insurance in compliance with the applicable statutory requirements at a minimum policy limit of \$1 million dollars. Contractor waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, SDTC, and the CITY and the policy form must permit and accept such waiver.
- (ii) MTS Protective Insurance. Remove any exclusions relating to performance of operations within the vicinity of any MTS, bridge, trestle, track, roadbed, tunnel, underpass, or crossing from its General Liability Coverage, or purchase a separate MTS Protective policy in the amount of \$5,000,000 in the name of MTS.
- (iii) All policies and coverages shall contain a provision for 30 days written notice by the Insurer(s) to MTS of any cancellation or material reduction of coverage. A ten-day notice is required for non-payment of premium.

10. **Co-operation in Defense of Claims.** The Parties agree to co-operate in good faith to seek a prompt disposition, by way of dismissal or summary judgment, of any claim or litigation alleging liability of any party to this CMA, based on the construction, maintenance or operation of the Project.

**11. Default; Termination.**

(a) In the event that CITY fails to perform any obligation under this CMA, CITY shall pay all costs and expenses incurred by MTS in obtaining performance of such obligations, including costs of suit and reasonable attorney's fees. If CITY uses the ROW for any purpose not expressly authorized by this CMA or fails to act strictly in accordance with the terms and conditions of this CMA, and if such default is not corrected within 30 days' notice or from the time when a public works contract has been approved by the City to cure such default, only then may MTS prevent CITY from entering the ROW until the default is corrected. If MTS determines that any default by CITY does or has the reasonable potential to cause a danger to the ROW, light rail vehicle operations, or MTS operations, and CITY unreasonably fails or refuses without reasonable cause to timely correct the default, MTS may perform such work as is reasonable and necessary to remedy the danger, and CITY shall reimburse MTS for all reasonable and directly related costs to cure the default. If CITY fails or refuses to correct any default after such notice, or refuses to timely reimburse MTS for the work required to remedy the danger, MTS may, upon thirty (30) days' additional notice and in addition to any other remedy provided by law, terminate this CMA and prevent CITY from entering the ROW thereafter. MTS agrees that the CITY, in order to cure any default, may be required to competitively bid the work under the California Public Contract Code or other applicable statute or regulation, and that such time to process and approve a public works contract will be added to the time allowed to cure a default.

(b) In the event MTS fails to perform any of its obligations under this CMA. CITY shall give MTS written notice of the nature of the default and the steps required to remedy the default. If the default is not cured within thirty (30) days of the delivery of CITY's notice, CITY may proceed to enforce its rights and protect its interests under this CMA. MTS shall pay all costs and expenses incurred by CITY in obtaining performance of the obligations, and protecting CITY's interests hereunder, including costs of suit and reasonable attorney's fees. In no case will any enforcement action modify the ownership or operation of the ROW.

(c) This CMA may be terminated at any time by either party upon one hundred twenty (120) days' notice in writing to be served upon the other party, stating therein the date that such termination shall take place, and that upon the termination of this CMA in this or any other manner herein provided. CITY, upon demand of MTS, shall abandon the ROW and the use of the Project, remove any improvements constructed, installed or maintained on the ROW for the Project, and restore the ROW and any other improvements or facilities within said ROW, whether owned by MTS or others, to their original condition in which they were prior to the installation of the Project. In case CITY fails to restore MTS's ROW and improvements or facilities as aforementioned within ten (10) days after the effective date of termination (or other time period approved by MTS), MTS may proceed with such work at the expense of CITY. No termination hereof shall release CITY from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions, or events happening prior to the date the Project is removed and the ROW of MTS restored as above provided.

(d) Termination of this CMA shall not release either party from any liability or obligation hereunder resulting from an event which occurred before termination.

**12. Notices.** All notices to be given under this CMA shall be in writing and either:

{Client Files/01124/2/AG/S0725716.DOCX}



(a) Sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered upon actual receipt or one (1) business day after deposit with this courier, whichever occurs first: or

(b) Sent by telecopy or similar means, if a copy of the notice is also sent by United States Mail, in which case notice shall be deemed delivered on transmittal by facsimile provided that a transmission report is generated reflecting the accurate transmission of the notice, as follows:

San Diego Metropolitan Transit System  
San Diego and Arizona Eastern Railway  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101  
Attn: Manager of Real Estate Assets  
Tel: 619-595-4903

City of National City  
City Manager's Office  
1243 National City Blvd.  
National City, CA 91950  
Tel: 619-336-4241

Copy to: Barry Shultz  
City Attorney  
1243 National City Blvd.  
National City, CA 91950  
Tel: 619-336-4241

These addresses may be changed by written notice to the other Parties provided that no notice of a change of address shall be effective until actual receipt by the Parties of the notice. Copies of notices, if any are so indicated, are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

13. **Waiver.** Any Party's failure to enforce or exercise its rights with respect to any provision hereof shall not be construed as a waiver of such rights or of such provision.

14. **Laws, Venue, and Attorneys' Fees.** This CMA shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this CMA the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any claim, legal action or proceeding between the parties arising under or concerning this CMA, the prevailing party(ies) shall be entitled to reasonable attorney fees and expenses as part of the judgment resulting there from.

**15. Dispute Resolution.**

(a) The Parties agree that they shall first meet, through their senior staff representatives, to attempt to informally resolve any dispute that arises under this CMA.

(b) If the informal efforts are unsuccessful, then the Parties agree to participate in mediation. Within five (5) business days of the request of any party, the parties shall mutually agree on the person or alternative dispute resolution agency to conduct the mediation. If the Parties are unable to agree on the person or alternative dispute resolution agency to conduct the mediation, the initiating party may arrange for the office of the American Arbitration Association in downtown San Diego, California, to perform the mediation. The initiating party shall then schedule the mediation so that it is conducted within five (5) business days of the mediator's appointment. The costs of the mediation and fees of the mediator, if any, shall be shared equally by the Parties.

(c) Any dispute not resolved through the mediation required by paragraph (b) of this Section, may proceed to litigation unless the Parties agree in writing to submit the dispute to binding arbitration.

IN WITNESS WHEREOF, the parties hereto have caused this CMA to be executed by and through their respective officers thereunto duly authorized on the date written below their signatures.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

By: \_\_\_\_\_

DATED \_\_\_\_\_

As to Form:

---

Counsel to MTS

City of National City

City Manager

As to Form:

---

Barry Shultz

City Attorney

List of Exhibits

- A. Bayshore Bikeway Schematic Plans for Construction
- B. Depiction of License on Right of Way

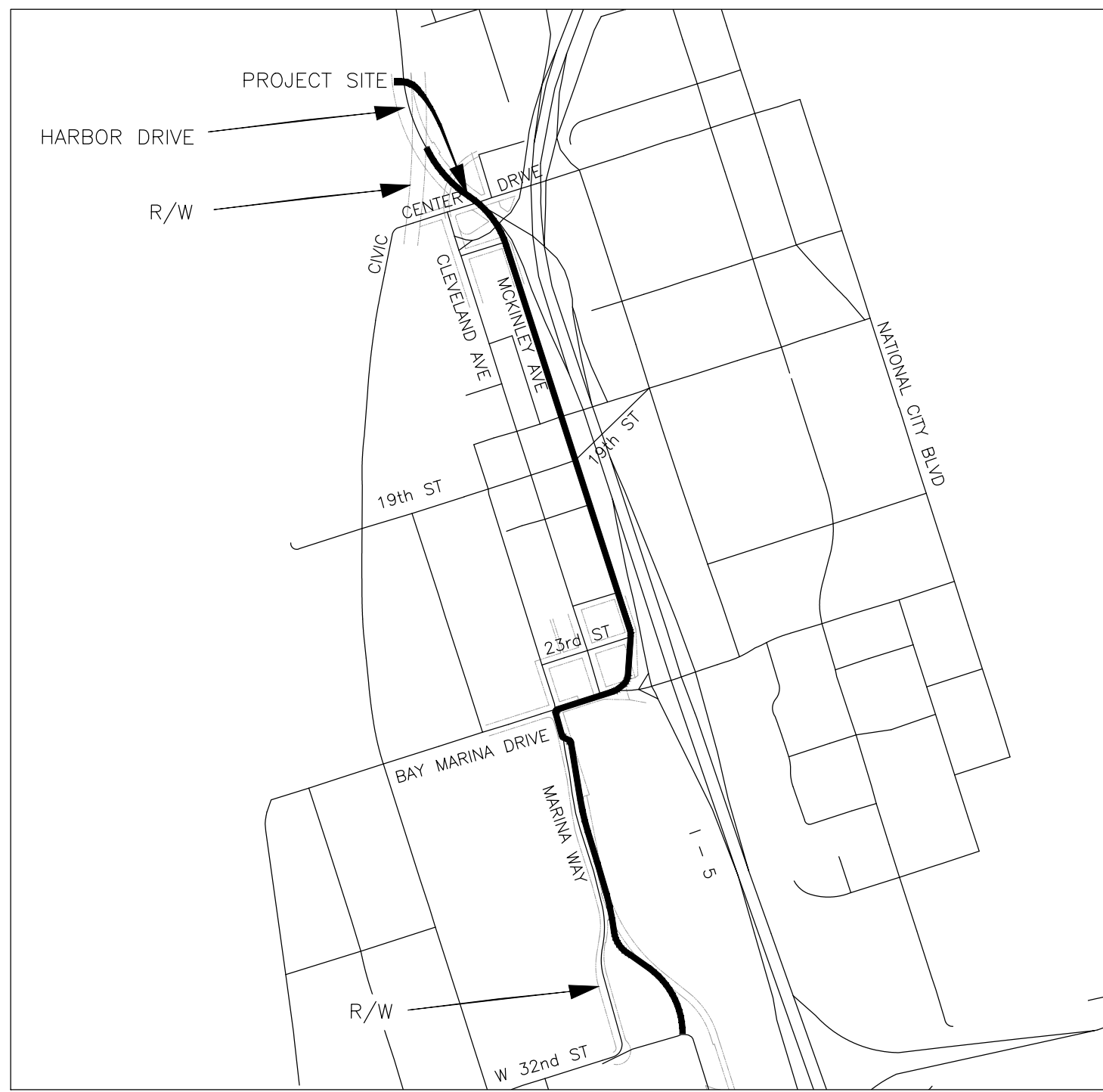
# BAYSHORE BIKEWAY SEGMENT 5

## National City

### GENERAL NOTES

APPROVAL OF THESE PLANS BY THE CITY ENGINEER OF THE CITY OF NATIONAL CITY DOES NOT CONSTITUTE CERTIFICATION OF THE PROJECT AS A WHOLE, IN TERMS OF COMPLETENESS, ACCURACY, DESIGN, AND CONSTRUCTION STANDARDS. APPROVED STANDARDS: PUBLIC WORKS SDRSD. IT IS THE RESPONSIBILITY OF THE ENGINEER-OF-WORK TO EXERCISE CONTROL OVER THE DESIGN OF THE PROJECT.

- A PERMIT SHALL BE OBTAINED FROM THE ENGINEERING DEPARTMENT FOR ALL IMPROVEMENT WORK WITHIN THE PUBLIC RIGHT-OF-WAY AND ALL GRADING OPERATIONS ON PRIVATE PROPERTY.
- APPROVAL OF THESE PLANS BY THE CITY OF NATIONAL CITY DOES NOT AUTHORIZE ANY WORK OR GRADING TO BE PERFORMED UNTIL A VALID PERMIT HAS BEEN ISSUED.
- NOTWITHSTANDING THE MINIMUM STANDARDS SET FORTH IN THE GRADING ORDINANCE AND NOTWITHSTANDING THE APPROVAL OF THESE PLANS, THE CONTRACTOR IS RESPONSIBLE FOR THE PREVENTION OF DAMAGE TO THE ADJACENT PROPERTY. NO PERSON SHALL EXCAVATE ON LAND SO CLOSE TO THE PROPERTY LINE AS TO ENDANGER ANY ADJOINING PUBLIC STREET, SIDEWALK, ALLEY OR ANY OTHER PUBLIC OR PRIVATE PROPERTY WITHOUT SUPPORTING AND PROTECTING SUCH PROPERTY FROM SETTLING, CRACKING, EROSION, SILTING, SCOUR OR THE DAMAGE WHICH MIGHT RESULT FROM THE GRADING DESCRIBED ON THESE PLANS.
- THE CONTRACTOR SHALL VERIFY THE EXISTENCE AND LOCATION OF ALL UTILITIES BEFORE COMMENCING WORK. NOTICE OF PROPOSED WORK SHALL BE GIVEN TO THE FOLLOWING AGENCIES:  
 UNDERGROUND SERVICE ALERT 1-800-227-2600  
 AT&T (858) 268-2062  
 CITY OF NATIONAL CITY PUBLIC WORKS DEPARTMENT (619) 336-4380  
 COX COMMUNICATIONS (619) 266-5038  
 CROWN CASTLE (760) 224-5264  
 SAN DIEGO GAS AND ELECTRIC (858) 547-2009  
 SWEETWATER AUTHORITY (619) 409-6751
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL SUBSTRUCTURES WHETHER SHOWN OR NOT AND PROTECT THEM FROM DAMAGE. THE EXPENSE OF REPAIR OR REPLACEMENT OF SAID SUBSTRUCTURES SHALL BE BORN BY THE CONTRACTOR.
- THE ENGINEER-OF-WORK SHALL BE NOTIFIED WHEN CONSTRUCTION COMMENCES AND ANY CHANGES OR ADDITIONS ARE MADE DURING THE PROGRESS OF CONSTRUCTION. A REPORT CONFIRMING THIS, SIGNED BY THE REGISTERED SOILS ENGINEER, SHALL BE SUBMITTED TO THE CITY'S ENGINEERING DEPARTMENT AT THE COMPLETION OF THE PROJECT SPECIFICS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE ENGINEER OF RECORD PRIOR TO COMMENCING DEMOLITION OF ANY MONUMENTATION AND/OR BENCHMARKS, OF ALLOWING ENGINEER'S SURVEYOR OF LOCATING MONUMENTATION AND/OR BENCHMARKS PRIOR TO DEMOLITION, AND OF NOTIFYING ENGINEER AFTER CONSTRUCTION IS COMPLETE. MONUMENTATION SHALL BE OFF-SET, PROTECT AND REPLACE IF DISTURBED.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE CITY ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
- CONTRACTOR WILL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY BECAUSE OF ACTUAL LOCATION OF EXISTING FACILITIES.
- LOCATION AND ELEVATION OF IMPROVEMENTS OF WORK TO BE DONE SHALL BE CONFIRMED BY FIELD MEASUREMENT PRIOR TO CONSTRUCTION OF NEW WORK.
- BEFORE EXCAVATING, VERIFY LOCATION OF UNDERGROUND UTILITIES. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWING LOCATION OF UTILITIES WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS, TO THE BEST OF OUR KNOWLEDGE THERE ARE NO OTHER EXISTING UTILITIES EXCEPT AS SHOWN ON THE PLANS.
- NEITHER THE OWNER NOR THE CITY ENGINEER-OF-WORK WILL ENFORCE SAFETY MEASURES OR REGULATIONS. THE CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
- INSPECTION NOTES: NO WORK SHALL BE COMMENCED ON THE SITE PRIOR TO A PRE-CONSTRUCTION MEETING WITH THE ENGINEERING DEPARTMENT. CALL THE CITY CONSTRUCTION ENGINEER AT (619) 336-4380 TO SCHEDULE A MEETING.
- ALL OPERATIONS CONDUCTED ON THE PREMISES, INCLUDING THE WARMING UP, REPAIR, ARRIVAL, DEPARTURE, OR RUNNING OF TRUCKS, EARTHMOVING EQUIPMENT, CONSTRUCTION EQUIPMENT, AND ANY OTHER ASSOCIATED EQUIPMENT SHALL BE LIMITED TO THE PERIOD BETWEEN 7:00 A.M. AND 5:00 P.M. EACH DAY, MONDAY THROUGH FRIDAY; UNLESS OTHERWISE NOTED, PRIOR APPROVAL OF THE CITY ENGINEER WILL BE REQUIRED FOR WORK BEFORE 7:00 A.M. AND AFTER 5:00 P.M.
- STRUCTURAL SECTIONS OF THE STREET IMPROVEMENTS SHALL BE PER PLAN, BUT NOT LESS THAN THE MINIMUM REQUIREMENTS PER NATIONAL CITY STANDARD DRAWING NO. 113-S-B.
- THE ASPHALT CONCRETE PAVEMENT SHALL BE INSTALLED IN A MINIMUM OF TWO LIFTS. THE FINAL LIFT SHALL BE AT LEAST 2 INCHES THICK AND SHALL BE PAVED AFTER COMPLETION OF ALL STRUCTURES.
- CHANGE ORDER: CHANGE ORDERS SHALL BE REQUESTED IN WRITING USING THE CITY OF NATIONAL CITY STANDARD FORM AND ATTACHED WITH PLANS SHOWING IN RED THE REVISIONS FOR APPROVAL.
- PUBLIC WATER SYSTEM IMPROVEMENTS SHALL BE INSTALLED IN ACCORDANCE WITH SWEETWATER AUTHORITY'S DESIGN STANDARDS AND STANDARD SPECIFICATIONS FOR CONSTRUCTION OF WATER FACILITIES. PUBLIC WATER SYSTEM SHALL BE MAINTAINED AND OPERATED BY SWEETWATER AUTHORITY.
- FOR ALL WORK INSIDE CALTRANS RIGHT OF WAY, THE LATEST CALTRANS STANDARD PLANS AND SPECIFICATIONS WILL BE ADHERED TO.
- CONTRACTOR SHALL NOTIFY BNSF MANAGER OF PUBLIC PROJECTS PRIOR TO ANY WORK WITHIN BNSF RIGHT-OF-WAY OR ANY WORK AFFECTING GRADE CROSSING OPERATIONS.



LOCATION MAP

NO SCALE



### UTILITY NOTES (continued)

- BEFORE EXCAVATING, THE CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING UNDERGROUND UTILITIES BY CONTACTING EACH OF THE FOLLOWING, 48 HOURS PRIOR TO COMMENCING WORK:  
 UNDERGROUND SERVICE ALERT ..... 1-800-227-2600  
 CABLE TELEVISION: (COX COMMUNICATIONS) ..... (619) 266-5038  
 FIBER OPTICS: (CROWN CASTLE) ..... (760) 224-5264  
 GAS & ELECTRIC: (SDG&E) ..... (858) 547-2009  
 SEWER, STORM, STREET LIGHT, & TRAFFIC SIGNAL: (CITY OF NATIONAL CITY) ..... (619) 336-4380  
 TELEPHONE: (AT&T) ..... (858) 268-2062  
 WATER: (SWEETWATER AUTHORITY) ..... (619) 409-6751

### ASPHALT CONCRETE, PORTLAND CEMENT CONCRETE, TRENCH BACKFILL + COMPACTION

- EXISTING PAVEMENT WILL BE SAWCUT AT ALL LOCATIONS THAT JOIN WITH PROPOSED IMPROVEMENTS.
- ASPHALT CONCRETE SECTIONS GREATER THAN 3" SHALL BE LAID IN TWO LIFTS MINIMUM AND SHALL BE COMPRISED OF AN AC BASE AND A SURFACE COURSE. AC FOR THE BASE COURSE SHALL BE CLASS B-PG 64-10 (3/4"). AC FOR THE SURFACE COURSE SHALL BE CLASS C2-PG 64-10 (1/2"). SURFACE COURSE SHALL BE 2" THICK MINIMUM.
- STRUCTURAL SECTIONS OF THE STREET IMPROVEMENTS SHALL BE PER PLAN, BUT NOT LESS THAN THE MINIMUM REQUIREMENTS PER NATIONAL CITY STANDARD DRAWING NO. 113-S-B.
- THE UPPER 6" OF THE TRENCH OR PAVEMENT SECTION MEASURED FROM THE BOTTOM OF THE BASE COURSE SHALL BE COMPACTED TO A RELATIVE COMPACTION OF 95 PERCENT OF MAXIMUM DRY DENSITY.

### GRADING NOTES

DUMPING AND STOCKPILING IS PROHIBITED IN NATIONAL CITY. ALL MATERIAL EXCAVATED AND REMOVED FROM THE SITE. NO EXCEPTIONS.

- ALL GRADING, TESTING AND OBSERVATION SHALL BE DONE IN ACCORDANCE WITH APPENDIX "J" OF THE CALIFORNIA BUILDING CODE AND CHAPTER 15.70 OF THE NATIONAL CITY MUNICIPAL CODE.
- THE STANDARD TEST USED TO DEFINE THE MAXIMUM DENSITY OF ALL COMPACTION WORK SHALL BE PER ASTM D-1557-91 PER SPECIFICATION 301-1.3. ALL DENSITIES SHALL BE EXPRESSED AS A RELATIVE COMPACTION IN THE FOREGOING STANDARD PROCEDURE.
- CLEARING, GRUBBING, AND PREPARING AREAS TO BE FILLED**
  - ANY TREES NOT UTILIZED IN LANDSCAPING, ABANDONED STRUCTURES, WEEDS, TREE STUMPS AND ANY OTHER RUBBISH SHALL BE REMOVED, FILLED OR OTHERWISE DISPOSED OF SO AS TO LEAVE THE AREAS THAT HAVE BEEN DISTURBED WITH A NEAT AND FINISHED APPEARANCE, FREE FROM UNSIGHTLY DEBRIS.
  - ALL VEGETABLE MATTER AND SOIL DESIGNATED AS UNSUITABLE BY THE SOILS ENGINEER SHALL BE REMOVED UNDER THE DIRECTION OF THE SOILS ENGINEER. ALL EXPOSED SURFACES SHALL BE PLOWED OR SCARIFIED TO A DEPTH OF AT LEAST EIGHT INCHES, UNTIL THE SURFACE IS FREE FROM RUTS, HUMMOCKS, OR THE UNEVEN FEATURES WHICH WOULD TEND TO PREVENT UNIFORM COMPACTION BY THE EQUIPMENT TO BE USED.
  - WHERE FILL IS TO BE PLACED, CARE SHOULD BE TAKEN THAT ANY EXISTING UNCOMPACTED SOILS BE REMOVED AND THAT NATURAL GROUND SHALL BE SCARIFIED AT LEAST EIGHT INCHES AND COMPACTED AT LEAST 90% OF MAXIMUM DENSITY. FILL SOILS SHOULD BE COMPACTED AT LEAST 90%. PAVEMENT BASE COURSE MATERIAL SHOULD BE COMPACTED AT LEAST 95%.

### GRADING NOTES (continued)

- MATERIALS**
  - THE MATERIALS FOR THE FILL SHALL BE APPROVED BY THE SOILS ENGINEER BEFORE COMMENCEMENT OF GRADING OPERATIONS, OR THEIR IMPORT.
- PLACING, SPREADING AND COMPACTION OF FILL MATERIAL**
  - THE SELECTED FILL MATERIAL SHALL BE PLACED IN LAYERS WHICH WHEN COMPACTED SHALL ALLOW ADEQUATE BONDING AND COMPACTION.
  - WHEN MOISTURE CONTENT OF THE FILL MATERIAL IS BELOW THAT SPECIFIED BY THE SOILS ENGINEER, WATER SHALL BE ADDED UNTIL THE MOISTURE CONTENT IS AS SPECIFIED TO ASSURE THOROUGH BONDING DURING THE COMPACTION PROCESS. WHEN THE MOISTURE CONTENT OF THE FILL MATERIAL IS ABOVE THAT SPECIFIED BY THE SOILS ENGINEER, THE FILL MATERIAL SHALL BE AERATED BY BLADING OR OTHER SATISFACTORY METHODS UNTIL THE MOISTURE CONTENT IS AS SPECIFIED.
  - AFTER EACH LAYER HAS BEEN PLACED, MIXED, AND SPREAD EVENLY, IT SHALL BE THOROUGHLY COMPACTED TO A RELATIVE COMPACTION OF NOT LESS THAN 90%.
  - FIELD DENSITY TEST SHALL BE MADE BY THE SOILS ENGINEER, WHERE SHEEPSFOOT ROLLERS ARE USED. THE SOIL MAY BE DISTURBED TO A DEPTH OF SEVERAL INCHES. DENSITY TEST SHALL BE TAKEN IN COMPACTED MATERIAL BELOW THE DISTURBED SURFACE. WHEN THESE TEST INDICATE THAT THE DENSITY OF ANY LAYER OF FILL OR PORTION THEREOF IS BELOW THE REQUIRED 90% DENSITY, THE PARTICULAR LAYER OR PORTION SHALL BE REWORKED UNTIL THE REQUIRED DENSITY HAS BEEN OBTAINED.
  - EXPANSIVE SOIL ENCOUNTERED IN CUT AREAS SHALL NOT BE PLACED WITHIN THE UPPER 2 FEET OF ANY FILLS. THE POTENTIAL EXPANSIVE SOILS MAY BE SPREAD THROUGHOUT THE LOWER PORTIONS OF THE FILLS.
- DISPOSAL OF OVERSIZE ROCKS**
  - OVERSIZE ROCK SHALL BE EXPORTED FROM THE SITE, USED FOR LANDSCAPING PURPOSES, OR PLACED IN DESIGNATED NON-STRUCTURAL FILL AREAS.
- ENGINEERING OBSERVATION**
  - FIELD OBSERVATION BY SOILS ENGINEER SHALL BE MADE DURING THE FILL AND COMPACTION OPERATION SO THAT HE CAN EXPRESS HIS OPINION REGARDING THE CONFORMANCE OF THE ACCEPTED SPECIFICATIONS.
- SEASONAL LIMITS**
  - NO FILL SHALL BE PLACED, SPREAD, OR ROLLED WHILE IT IS IN AN UNSUITABLE HIGH MOISTURE CONTENT. NOR DURING UNFAVORABLE WEATHER CONDITIONS. WHEN THE WORK IS INTERRUPTED BY HEAVY RAIN, OPERATIONS SHALL NOT BE RESUMED UNTIL FIELD TEST BY THE SOILS ENGINEER INDICATE THAT THE MOISTURE CONTENT AND DENSITY OF FILL ARE AS PREVIOUSLY SPECIFIED.
- GRADING TOLERANCE**
  - THE ACCEPTABLE ACCURACY FOR VERTICAL AND HORIZONTAL COMPLIANCE WITH THE DESIGN ON THIS PLAN SHALL BE ACCORDING TO THE STANDARDS SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- THE ASPHALTIC CONCRETE PAVEMENT SECTION IS TO BE DESIGNED BY THE SOILS ENGINEER. AFTER ROUGH GRADE IN THE PARKING AREA AND DRIVE AREA IS ACHIEVED THE SOILS ENGINEER WILL SAMPLE THE SUBGRADE SOILS MATERIAL AND DESIGN THE PAVEMENT SECTION ACCORDINGLY, BUT SUCH DESIGN SHALL MEET THE MINIMUM CITY STANDARDS.
- RECORD DRAWING (AS-BUILT)**
  - NOTE TO CONTRACTOR: UPON COMPLETION OF WORK, CONTRACTOR SHALL DELIVER TO THE CITY, AN UP-TO-DATE SET OF (AS-BUILT) RECORD DRAWINGS PREPARED BY THE ENGINEER-OF-WORK. SUCH DRAWINGS SHALL BE BLUEPRINT COPIES OF THE PLANS SHOWING IN RED INK AND IN DETAIL ALL CONSTRUCTION CHANGES, ESPECIALLY DEPTHS OF CONDUIT. UTILITIES SHALL BE DIMENSIONED FROM THE CLOSEST PERMANENT STRUCTURE. ENGINEER-OF-WORK SHALL MAKE CHANGES TO THE ORIGINAL MYLARS ON FILE WITH THE CITY ENGINEER'S OFFICE. ENGINEER-OF-WORK SHALL ALSO PROVIDE SAID AS-BUILTS IN DIGITAL FORMAT (PDF FILE).

12. **OWNER:**  
 CITY OF NATIONAL CITY  
 1243 NATIONAL CITY BLVD.  
 NATIONAL CITY, CA 91950

13. **CONTRACTOR**  
 \_\_\_\_\_  
 \_\_\_\_\_

14. **LEGAL DESCRIPTION**  
 CITY RIGHT-OF-WAY ON SWEETWATER ROAD BETWEEN N. 2ND AVENUE & PLAZA BONITA ROAD & ON PLAZA BONITA ROAD BETWEEN SWEETWATER ROAD & THE EXISTING SWEETWATER BIKEWAY ENTERANCE.

15. **STANDARD DRAWINGS AND SPECIFICATIONS**  
 SAN DIEGO REGIONAL STANDARD DRAWINGS (LATEST EDITION) AND CITY OF NATIONAL CITY STANDARD DRAWINGS, AND THE STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION, CURRENT EDITION, TOGETHER WITH THE LATEST REGIONAL SUPPLEMENTAL AMENDMENTS.

16. **SOILS REPORT**  
 BY: LEIGHTON CONSULTING INC. \_\_\_\_\_  
 NO: 13146.001 \_\_\_\_\_  
 DATE: MAY 31, 2022 \_\_\_\_\_

THESE PLANS HAVE BEEN REVIEWED BY THE UNDERSIGNED AND FOUND TO BE IN CONFORMANCE WITH THE RECOMMENDATIONS AND SPECIFICATIONS OUTLINED IN THE SOILS REPORT PREPARED FOR THIS DEVELOPMENT.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

16. **REFERENCE DRAWINGS**  
 SDG&E DRAWING NO. D2882731 CALTRANS DRAWING NO. 1100020490, 11000204901,  
 CITY OF NATIONAL CITY DRAWING NO. 11-30-99, 10050-10083, 6404-D

17. AFTER COMPLETION OF GRADING, THE FOLLOWING STATEMENT SHALL BE EXECUTED BY THE ENGINEER-OF-WORK: "I HEREBY CERTIFY THAT THE GRADING HAS BEEN DONE ACCORDING TO THE SOILS REPORT LISTED IN ITEM 17."

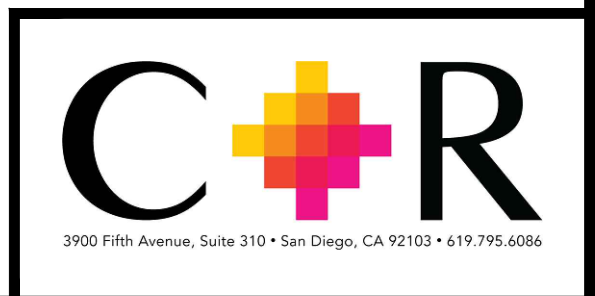
BY: \_\_\_\_\_  
 SEAL: \_\_\_\_\_  
 DATE: \_\_\_\_\_

18. AFTER THE COMPLETION OF THE PROJECT, THE FOLLOWING STATEMENT SHALL BE EXECUTED BY THE ENGINEER-OF-WORK: "I HEREBY CERTIFY, IN ACCORDANCE WITH SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, THAT ALL OF THE WORK SHOWN ON DRAWINGS \_\_\_\_\_ THROUGH \_\_\_\_\_ MARKED "AS-BUILT" HAS BEEN CONSTRUCTED IN CONFORMANCE WITH LINES AND GRADES, AND DETAILS AND SPECIFICATIONS, AS SHOWN ON SAID PLANS AND REFERRED DRAWINGS.

BY: \_\_\_\_\_ SEAL: \_\_\_\_\_  
 DATE: \_\_\_\_\_

### SOURCE OF TOPOGRAPHY

AGUIRE & ASSOCIATES  
 8363 CENTER DRIVE #5A, LA MESA, CA 91942  
 (619) 464-6978



SHEET INDEX	
SHEET NUMBER	TITLE SHEET
01	TITLE SHEET
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03	KEY MAP
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06 - 07	CONSTRUCTION DETAILS
08 - 15	DEMOLITION PLANS
16 - 31	IMPROVEMENT PLANS
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117	HAZARDOUS MATERIALS PLAN

### PROJECT DESCRIPTION

CREATION OF NEW SEGMENT OF BIKEWAY BETWEEN E HARBOR DRIVE AND MARINA WAY TO CONNECT WITH EXISTING BAYSHORE BIKEWAY

### WORK TO BE DONE

- CLASS IV BIKEWAYS ALONG HARBOR DRIVE, MCKINLEY AVENUE, MARINA WAY, AND BAY MARINA DRIVE
- SIGNING AND STRIPING MODIFICATIONS ON HARBOR DRIVE, MCKINLEY AVE, BAY MARINA DRIVE, MARINA WAY, AND ENTRANCE TO BAYSHORE BIKEWAY
- SIGNAL MODIFICATIONS AT THE INTERSECTIONS OF HARBOR DRIVE AND CIVIC CENTER DRIVE, AND ALONG BAY MARINA DRIVE AT MARINA WAY AND CLEVELAND AVENUE

### STANDARD SPECIFICATIONS AND DRAWINGS

- SAN DIEGO AREA REGIONAL STANDARD DRAWINGS (SDRSD) (2018 EDITION) WITH APPENDIX "A", (TRAFFIC CONTROL PLANS)
- STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREEN BOOK"), 2015 EDITION, INCLUDING REGIONAL SUPPLEMENT AMENDMENTS.
- CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) (CURRENT EDITION).
- CITY OF NATIONAL CITY STANDARD DRAWINGS, (CURRENT EDITION).
- SWEETWATER AUTHORITY STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF WATER FACILITIES (WWW.SWEETWATER.ORG)
- CALIFORNIA DEPARTMENT OF TRANSPORTATION U.S CUSTOMARY STANDARD PLAN, 2018 EDITION

### EARTHWORK QUANTITIES

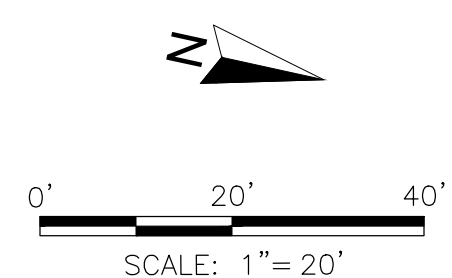
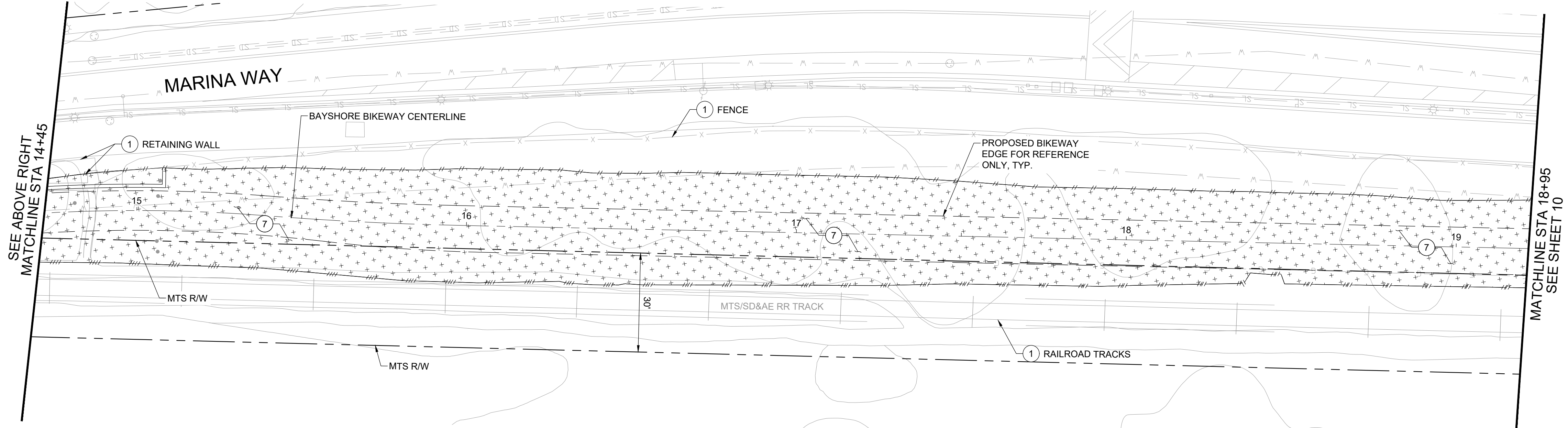
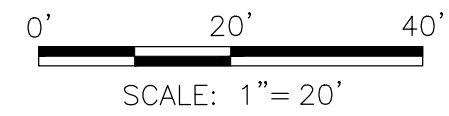
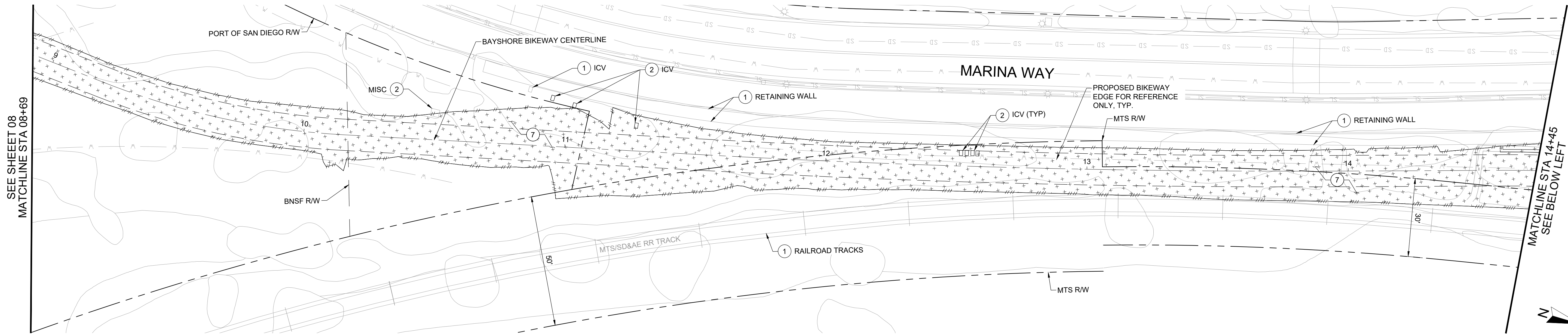
CUT.....3352 CY  
 FILL.....1166 CY  
 EXPORT.....2186 CY

Exhibit A

<b>DECLARATION OF RESPONSIBLE CHARGE</b> I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THIS PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONAL CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF THESE PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF NATIONAL CITY IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR THE PROJECT DESIGN. MATTHEW B. CAPUZZI, 69815 _____ DATE _____	
PLANS FOR THE IMPROVEMENTS OF: <b>BAYSHORE BIKEWAY SEGMENT 5</b> <b>TITLE SHEET</b> <b>CITY OF NATIONAL CITY</b>	
ROBERTO YANO RCE# 56292 DIRECTOR OF PUBLIC WORKS/CITY ENGINEER	DATE _____
SHEET 01 OF 117 SHEETS	CIP NO.19-20 xxxx-xx-D

Plot date: 6/13/2023 3:28:52 PM

ENGINEERING DEPARTMENT		CONSTRUCTION SURVEYOR		CONSTRUCTION RECORDS	
AS-BUILT	DATE	NAME	COMPANY	DATE STARTED	BENCHMARK
REVISIONS		SIGNATURE		INSPECTOR	HORIZONTAL CONTROL
				DATE COMPLETED	



**LEGEND**

PROPERTY LINE	---
SAWCUT LINE	- - - - -
DAYLIGHT LINE	—//—//—

- DEMOLITION NOTES**
- ① PROTECT IN PLACE
  - ② ADJUST TO FINISH GRADE
  - ③ SAWCUT PER DETAIL ON SHEET 6
  - ⑦ REMOVE VEGETATION, DEBRIS, AND OTHER MATERIAL IN CONFLICT WITH THE PROPOSED IMPROVEMENTS
  - ⑬ REMOVE AND DISPOSE

- GENERAL NOTES**
1. UNLESS OTHERWISE SHOWN ON PLANS, CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS WITHIN GRADING LIMITS AND REMOVE ALL IMPEDANCES FOR THE PROPOSED FACILITIES.
  2. VERIFY THE EXISTENCE AND HORIZONTAL/VERTICAL LOCATION OF ALL UTILITIES WITHIN THE PROJECT AREA THAT MAY CONFLICT WITH THE PROPOSED CONSTRUCTION. VERIFY THAT ANY UTILITIES SHOWN TO BE RELOCATED BY OTHERS HAVE BEEN RELOCATED AND ARE NO LONGER IN CONFLICT. IMMEDIATELY NOTIFY THE ENGINEER OF ANY REMAINING UTILITY CONFLICTS PRIOR TO THE START OF ANY DEMOLITION WORK.
  3. PROPOSED IMPROVEMENTS SHOWN FOR REFERENCE ONLY. SEE IMPROVEMENT PLANS FOR PROPOSED IMPROVEMENTS.
  4. SEE SIGNING AND PAVEMENT MARKING PLANS FOR PAVEMENT MARKINGS, AND TRAFFIC SIGN REMOVALS, RELOCATIONS, AND NEW INSTALLATIONS.
  5. SEE TRAFFIC SIGNAL PLANS FOR TRAFFIC SIGNAL EQUIPMENT REMOVALS, ADJUSTMENTS, RELOCATIONS AND NEW INSTALLATIONS.

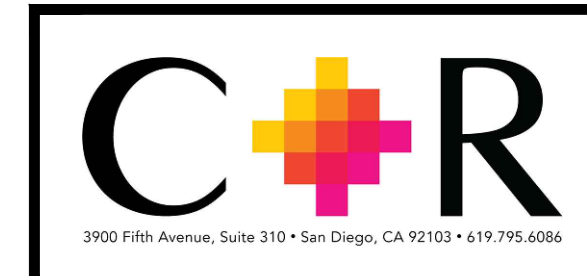
Exhibit A

**DECLARATION OF RESPONSIBLE CHARGE**

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THIS PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONAL CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF THESE PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF NATIONAL CITY IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR THE PROJECT DESIGN.

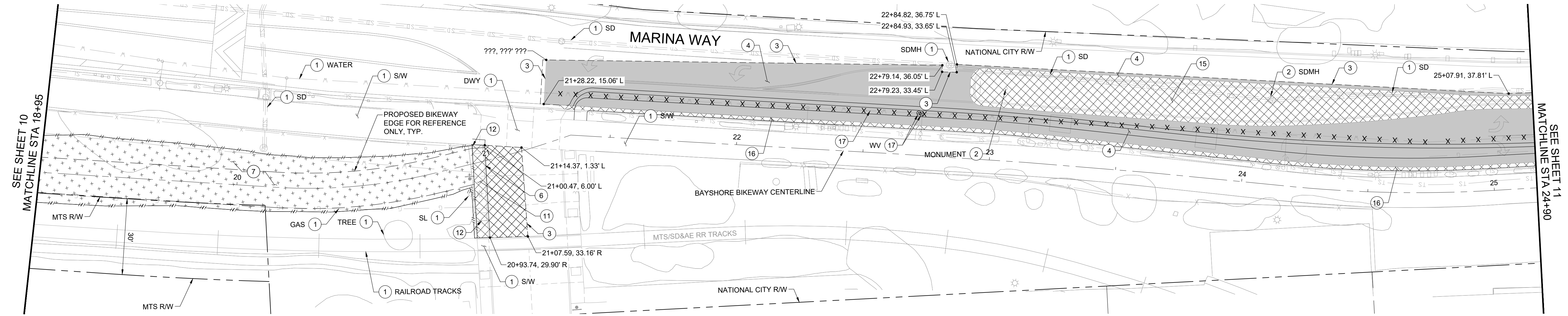
MATHEW B. CAPUZZI, 69815 \_\_\_\_\_ DATE \_\_\_\_\_



PLANS FOR THE IMPROVEMENTS OF: <b>BAYSHORE BIKEWAY SEGMENT 5</b> DEMOLITION PLANS	
CITY OF NATIONAL CITY	
ROBERTO YANO RCE# 56292 DIRECTOR OF PUBLIC WORKS/CITY ENGINEER	DATE _____
SHEET 09 OF 117 SHEETS	OIP NO. 19-20 XXXX-XX-----D

Plot date: 6/13/2023 3:29:16 PM

CONSTRUCTION RECORDS		SURVEYOR: _____	
		BENCHMARK: _____	
		HORIZONTAL CONTROL: _____	
DATE STARTED: _____		INSPECTOR: _____	
DATE COMPLETED: _____		DATE COMPLETED: _____	
CONSTRUCTION SURVEYOR		GEOTECHNICAL OF RECORD	
NAME _____		NAME _____	
COMPANY _____		COMPANY _____	
SIGNATURE _____		SIGNATURE _____	
BY _____		DATE _____	
APPROVED _____		DATE _____	
AS-BUILT _____		DATE _____	
REVISIONS _____		DATE _____	

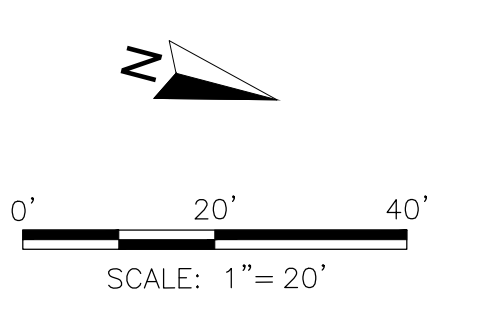


**LEGEND**

PROPERTY LINE	---
SAWCUT LINE	- - - - -
DAYLIGHT LINE	
UTILITY REMOVAL	x x x x x x x x

- DEMOLITION NOTES**
- ① PROTECT IN PLACE
  - ② ADJUST TO FINISH GRADE
  - ③ SAWCUT PER DETAIL ON SHEET 6
  - ④ REMOVE EXISTING ASPHALT PAVEMENT AND BASE
  - ⑥ REMOVE EXISTING CONCRETE CURB AND GUTTER
  - ⑦ REMOVE VEGETATION, DEBRIS, AND OTHER MATERIAL IN CONFLICT WITH PROPOSED IMPROVEMENTS
  - ⑪ REMOVE EXISTING CONCRETE SIDEWALK AND BASE
  - ⑫ REMOVE EXISTING CURB RAMP
  - ⑮ REMOVE EXISTING CONCRETE MEDIAN CURBS, GUTTERS, PCC PAVEMENT, AND BASE
  - ⑯ REMOVE EXISTING CONCRETE GUTTER
  - ⑰ WATER RELOCATION PER SHEET

- GENERAL NOTES**
- UNLESS OTHERWISE SHOWN ON PLANS, CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS WITHIN GRADING LIMITS AND REMOVE ALL IMPEDANCES FOR THE PROPOSED FACILITIES.
  - VERIFY THE EXISTENCE AND HORIZONTAL/VERTICAL LOCATION OF ALL UTILITIES WITHIN THE PROJECT AREA THAT MAY CONFLICT WITH THE PROPOSED CONSTRUCTION. VERIFY THAT ANY UTILITIES SHOWN TO BE RELOCATED BY OTHERS HAVE BEEN RELOCATED AND ARE NO LONGER IN CONFLICT. IMMEDIATELY NOTIFY THE ENGINEER OF ANY REMAINING UTILITY CONFLICTS PRIOR TO THE START OF ANY DEMOLITION WORK.
  - PROPOSED IMPROVEMENTS SHOWN FOR REFERENCE ONLY. SEE IMPROVEMENT PLANS FOR PROPOSED IMPROVEMENTS.
  - SEE SIGNING AND PAVEMENT MARKING PLANS FOR PAVEMENT MARKINGS, AND TRAFFIC SIGN REMOVALS, RELOCATIONS, AND NEW INSTALLATIONS.
  - SEE TRAFFIC SIGNAL PLANS FOR TRAFFIC SIGNAL EQUIPMENT REMOVALS, ADJUSTMENTS, RELOCATIONS AND NEW INSTALLATIONS.



**DECLARATION OF RESPONSIBLE CHARGE**

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\_\_\_\_\_  
MATTHEW B. CAPUZZI, 69815      DATE \_\_\_\_\_



**Exhibit A**

PLANS FOR THE IMPROVEMENTS OF: <b>BAYSHORE BIKEWAY SEGMENT 5</b> <b>DEMOLITION PLANS</b>	
<b>CITY OF NATIONAL CITY</b>	
ROBERTO YANO RCE# 56292      DATE _____ DIRECTOR OF PUBLIC WORKS/CITY ENGINEER	
SHEET 10 OF 117 SHEETS <b>XXXX-XX-####D</b>	

**LEGEND**

- PROPERTY LINE
- SAWCUT LINE
- DAYLIGHT LINE

**DEMOLITION NOTES**

- ① PROTECT IN PLACE
- ② ADJUST TO FINISH GRADE
- ③ SAWCUT PER DETAIL ON SHEET 5
- ④ REMOVE EXISTING ASPHALT PAVEMENT AND BASE
- ⑥ REMOVE EXISTING CONCRETE CURB AND GUTTER
- ⑦ REMOVE VEGETATION, DEBRIS, AND OTHER MATERIAL IN CONFLICT WITH THE PROPOSED IMPROVEMENTS
- ⑩ REMOVE EXISTING TREE
- ⑪ REMOVE EXISTING CONCRETE SIDEWALK AND BASE
- ⑫ REMOVE EXISTING CURB RAMP
- ⑬ REMOVE AND DISPOSE
- ⑭ SAWCUT EXISTING SIDEWALK AT NEAREST JOINT
- ⑮ REMOVE EXISTING CONCRETE MEDIAN CURBS, GUTTERS, PCC PAVEMENT, AND BASE
- ⑰ REPLACE EXISTING RAILROAD FLASHERS WITH LED RAILROAD FLASHERS BY BNSF FORCES

**GENERAL NOTES**

1. UNLESS OTHERWISE SHOWN ON PLANS, CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS WITHIN GRADING LIMITS AND REMOVE ALL IMPEDANCES FOR THE PROPOSED FACILITIES.
2. VERIFY THE EXISTENCE AND HORIZONTAL/VERTICAL LOCATION OF ALL UTILITIES WITHIN THE PROJECT AREA THAT MAY CONFLICT WITH THE PROPOSED CONSTRUCTION. VERIFY THAT ANY UTILITIES SHOWN TO BE RELOCATED BY OTHERS HAVE BEEN RELOCATED AND ARE NO LONGER IN CONFLICT. IMMEDIATELY NOTIFY THE ENGINEER OF ANY REMAINING UTILITY CONFLICTS PRIOR TO THE START OF ANY DEMOLITION WORK.
3. CONTRACTOR SHALL MAINTAIN EXISTING ELECTRICAL CIRCUITS FOR EQUIPMENT NOT REMOVED DURING DEMOLITION.
4. EXISTING STREET LIGHTS AND TRAFFIC SIGNALS SHALL REMAIN IN OPERATION UNTIL NEW SYSTEMS ARE OPERATIONAL. SEE ELECTRICAL PLANS FOR LIGHTING IMPROVEMENTS. SEE SIGNAL PLANS FOR SIGNAL IMPROVEMENTS.
5. PROPOSED IMPROVEMENTS SHOWN FOR REFERENCE ONLY. SEE IMPROVEMENT PLANS FOR PROPOSED IMPROVEMENTS.
6. SEE SIGNING AND PAVEMENT MARKING PLANS FOR PAVEMENT MARKINGS, AND TRAFFIC SIGN REMOVALS, RELOCATIONS, AND NEW INSTALLATIONS.
7. SEE TRAFFIC SIGNAL PLANS FOR TRAFFIC SIGNAL EQUIPMENT REMOVALS, ADJUSTMENTS, RELOCATIONS AND NEW INSTALLATIONS.
8. CONTRACTOR SHALL NOTIFY BNSF MANAGER OF PUBLIC PROJECTS PRIOR TO ANY WORK WITHIN BNSF RIGHT-OF-WAY OR ANY WORK AFFECTING GRADE CROSSING OPERATIONS.

Exhibit A

**DECLARATION OF RESPONSIBLE CHARGE**

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MATTHEW B. CAPUZZI, 69815 \_\_\_\_\_ DATE \_\_\_\_\_



PLANS FOR THE IMPROVEMENTS OF:  
**BAYSHORE BIKEWAY SEGMENT 5**

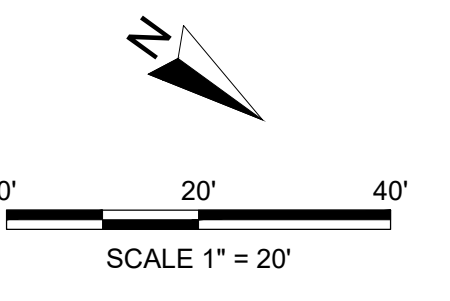
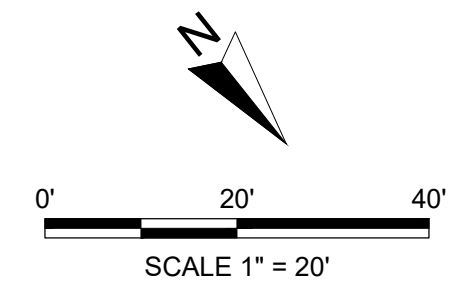
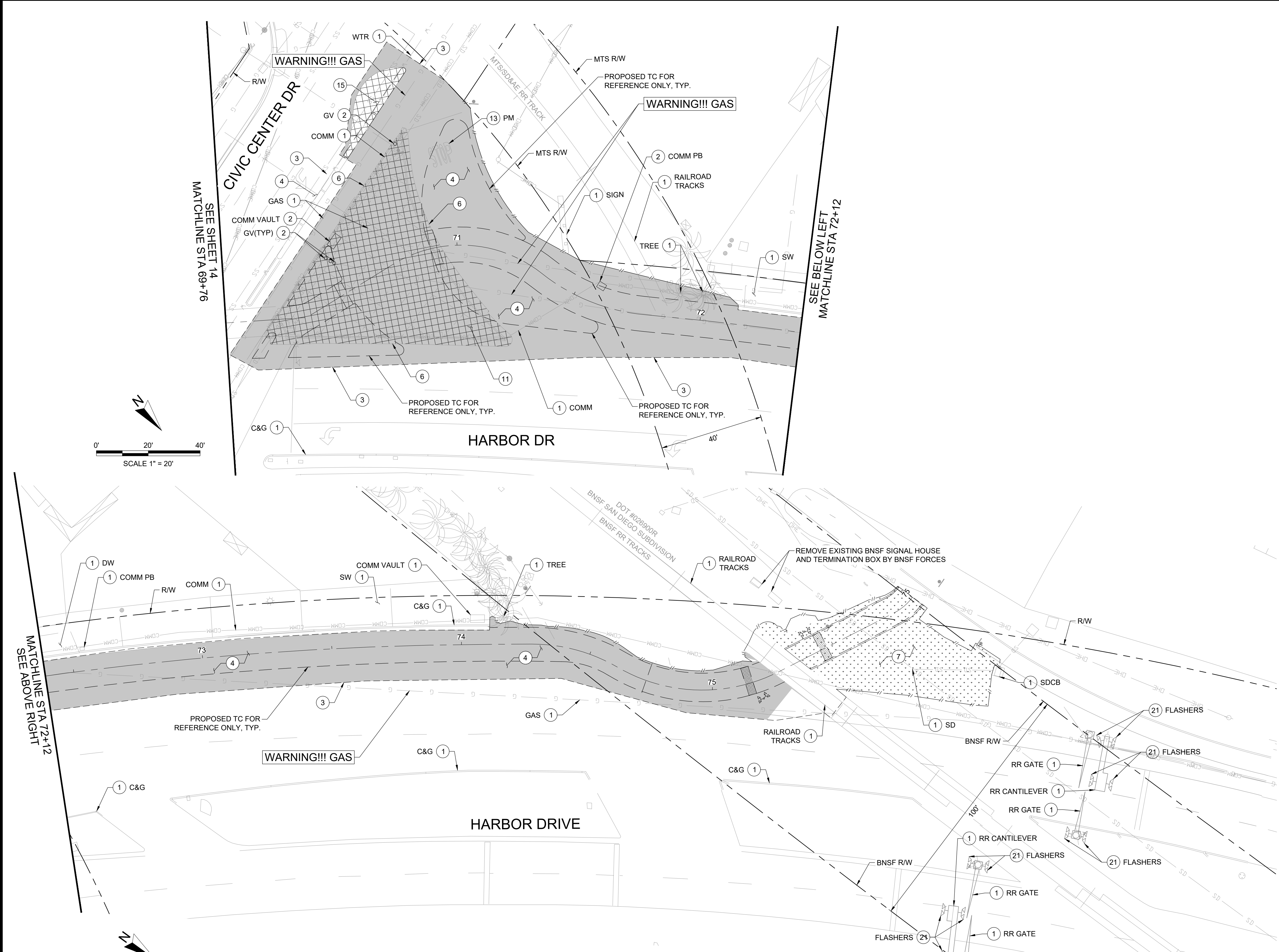
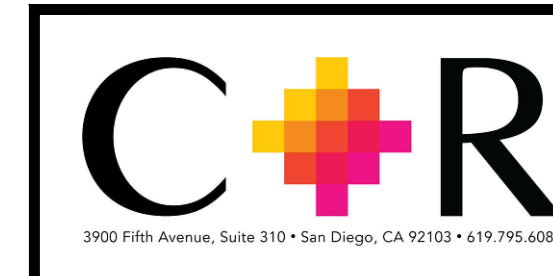
**DEMOLITION PLANS**

**CITY OF NATIONAL CITY**

ROBERTO VANO RCE# 56292 \_\_\_\_\_ DATE \_\_\_\_\_  
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

CIP NO. 19-20

SHEET 15 OF 117 SHEETS

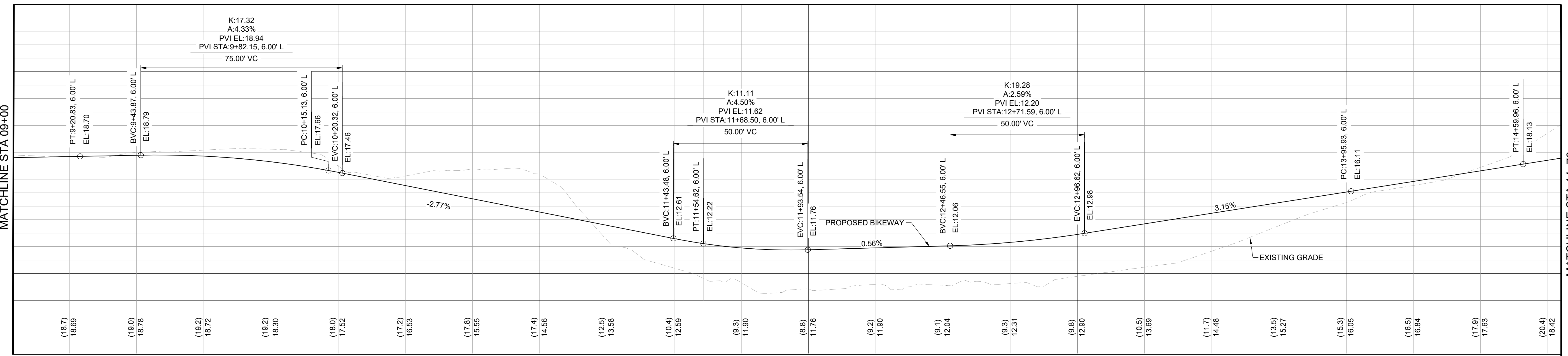
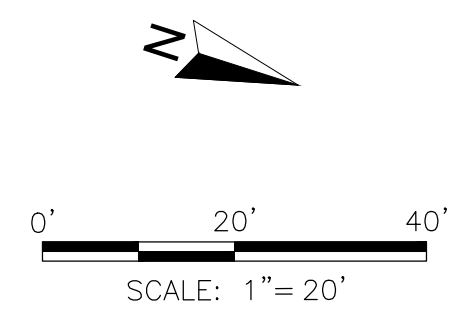
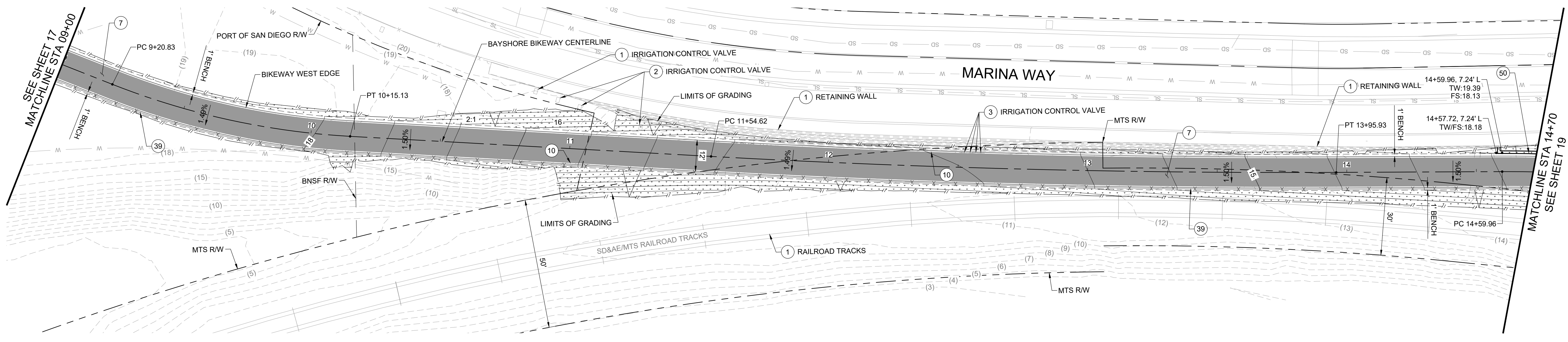


SURVEYOR: BENCHMARK:	CONSTRUCTION RECORDS		DATE STARTED:	INSPECTOR:	DATE COMPLETED:
	CONSTRUCTION SURVEYOR				
HORIZONTAL CONTROL:	NAME	COMPANY	NAME	COMPANY	SIGNATURE
	NAME	COMPANY	NAME	COMPANY	SIGNATURE
BY	APPROVED	DATE	BY	APPROVED	DATE
AS-BUILT			AS-BUILT		
REVISIONS			REVISIONS		



Plot date: 6/13/2023 3:33:09 PM

ENGINEERING DEPARTMENT	AS-BUILT	DATE	BY	APPROVED	DATE	NAME	COMPANY	SIGNATURE
	REVISIONS							
CONSTRUCTION SURVEYOR		NAME		COMPANY		SIGNATURE		
CONSTRUCTION RECORDS		DATE STARTED:		DATE COMPLETED:		INSPECTOR:		
SURVEYOR:		BENCHMARK:		HORIZONTAL CONTROL:				



BIKEWAY WEST EDGE PROFILE

HORZ: 1" = 20'  
VERT: 1" = 4'

LEGEND

- PROPERTY LINE
- DAYLIGHT LINE
- OUTLINE OF SENSITIVE AREAS (WATERSHED, BLUFFS, SOFT SOILS)
- PROPOSED CONTOUR
- EXISTING CONTOUR

CONSTRUCTION NOTES

- 1 PROTECT IN PLACE
- 2 ADJUST TO FINISH GRADE
- 3 REMOVE AND RELOCATE PER PLAN
- 7 CONSTRUCT BIKEWAY SECTION 4" ASPHALT OVER 6" CLASS II AGGREGATE BASE. SEE TYPICAL CROSS SECTION PER DETAIL ON SHEET 7
- 10 CONSTRUCT 0" CURB PER DETAIL ON SHEET 6
- 39 CONSTRUCT WOOD FENCE PER FIGURE 1 CITY OF SAN DIEGO INFORMATION BULLETIN 222, H=5'. CENTER FOOTINGS 6" OFFSET FROM EDGE OF BIKEWAY.
- 50 CONSTRUCT TYPE B GRAVITY RETAINING WALL PER SDRSD C-09. H=4'

GENERAL IMPROVEMENT NOTES

1. VERIFY THE EXISTENCE AND HORIZONTAL/VERTICAL LOCATION OF ALL UTILITIES WITHIN THE PROJECT AREA THAT MAY CONFLICT WITH THE PROPOSED CONSTRUCTION. VERIFY THAT ANY UTILITIES SHOWN TO BE RELOCATED BY OTHERS HAVE BEEN RELOCATED AND ARE NO LONGER IN CONFLICT.
2. SEE PLANTING AND IRRIGATION PLANS FOR REMOVALS, RELOCATIONS AND/OR ADJUSTMENTS OF PLANTING AND IRRIGATION RELATED IMPROVEMENTS.
3. GRADING BEYOND BIKEWAY TO BE 2:1 UNLESS OTHERWISE NOTED.
4. FILL CONDITION GRADING ADJACENT TO EXISTING RETAINING WALL TO BE GRADED AT 2% SLOPING DOWNWARDS TOWARD SWALE FROM FACE OF RETAINING WALL.



DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THIS PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONAL CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

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MATTHEW B. CAPUZZI, 69815 DATE

**CITY OF NATIONAL CITY**  
INCORPORATED 1837

PLANS FOR THE IMPROVEMENTS OF:

**BAYSHORE BIKEWAY SEGMENT 5  
IMPROVEMENT PLANS**

**CITY OF NATIONAL CITY**

---

ROBERTO YANO RCE# 56292  
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER DATE

CIP NO. 19-20

SHEET 18 OF 117 SHEETS **XXXX-XX-####**

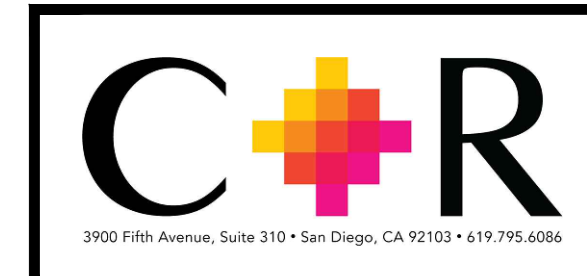
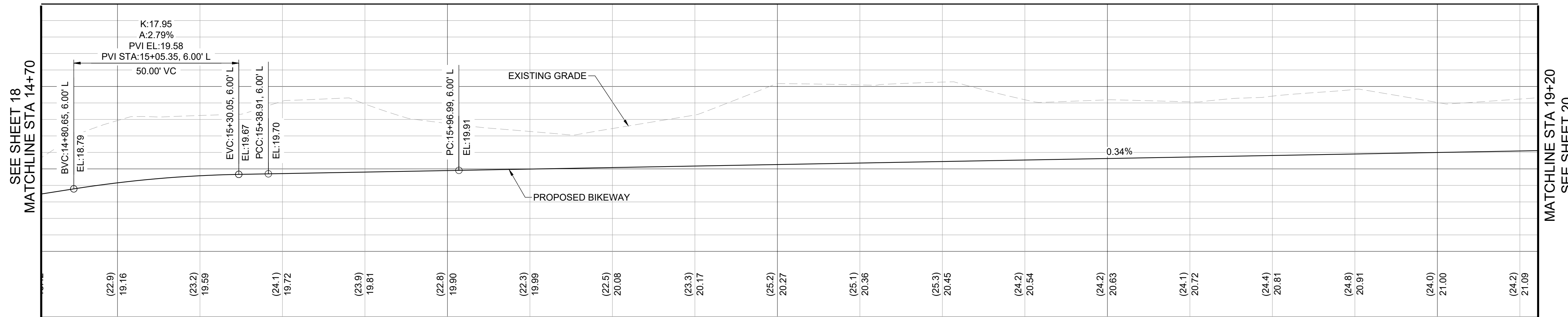
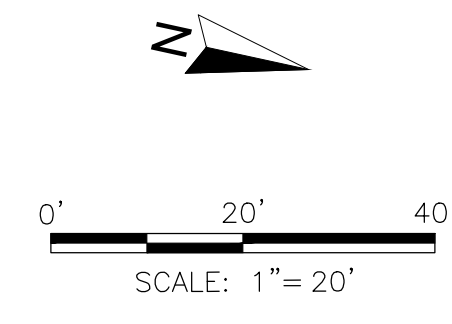
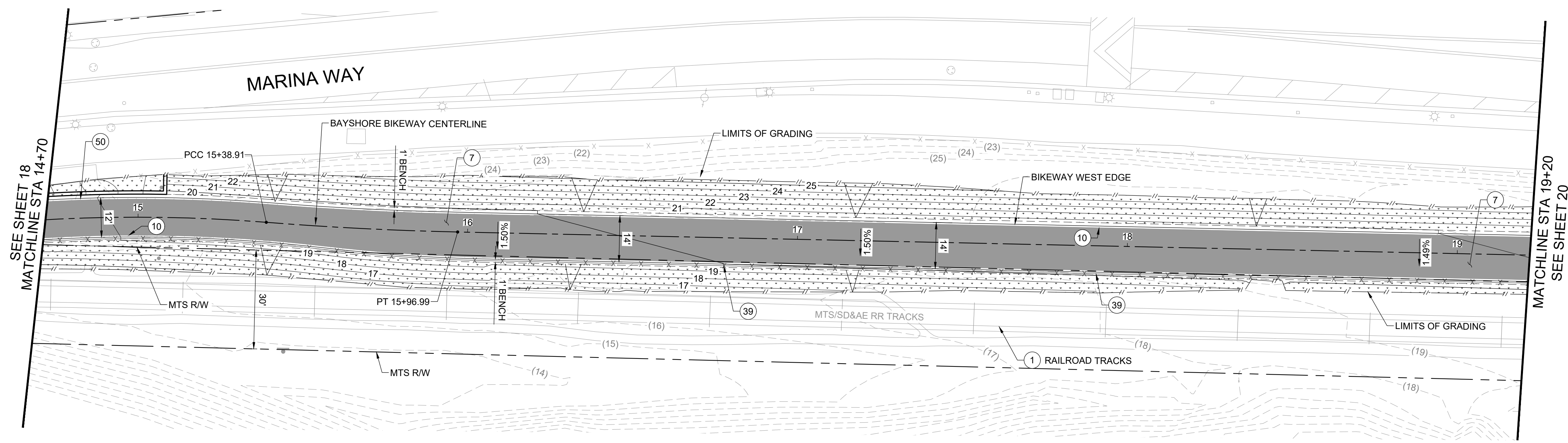


Exhibit A

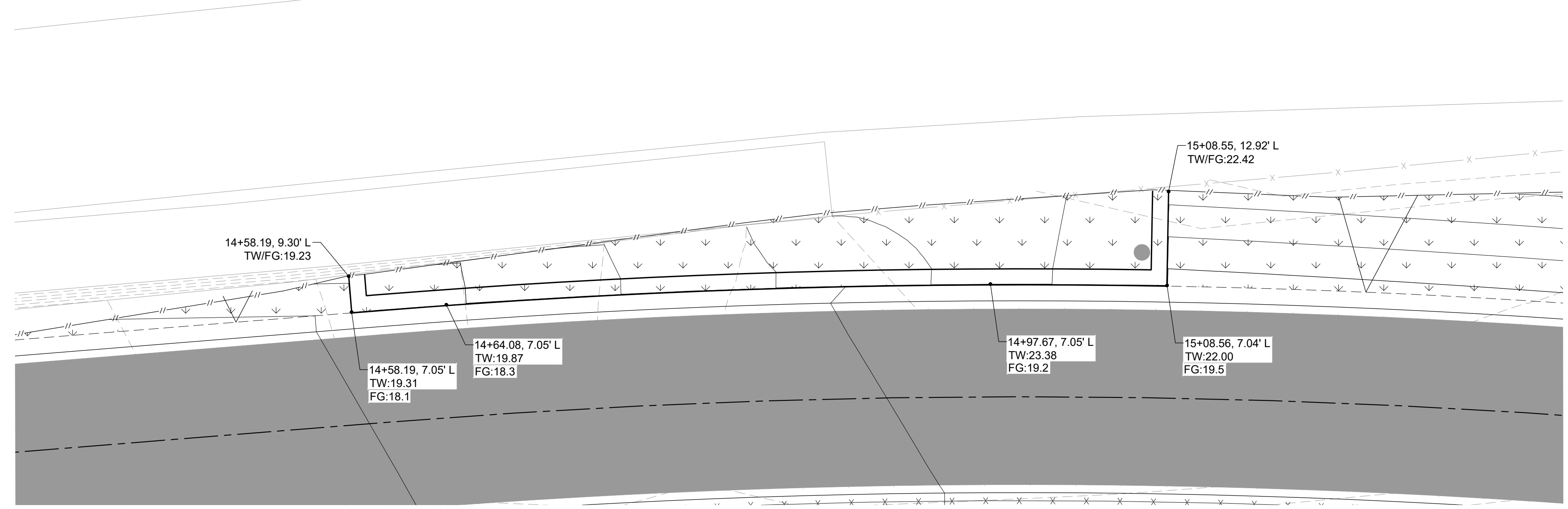
100% IMPROVEMENT PLANS - CITY OF NATIONAL CITY - BAYSHORE BIKEWAY SEGMENT 5



SURVEYOR: _____		CONSTRUCTION RECORDS	
BENCHMARK: _____		DATE STARTED: _____	
HORIZONTAL CONTROL: _____		INSPECTOR: _____	
DATE COMPLETED: _____		SIGNATURE: _____	
CONSTRUCTION SURVEYOR NAME: _____		SIGNATURE: _____	
CONSTRUCTION SURVEYOR COMPANY: _____		SIGNATURE: _____	
BY	APPROVED	DATE	
AS-BUILT			
REVISIONS			



**BIKEWAY WEST EDGE PROFILE**  
 HORZ: 1" = 20'  
 VERT: 1" = 4'



**GENERAL IMPROVEMENT NOTES**

1. VERIFY THE EXISTENCE AND HORIZONTAL/VERTICAL LOCATION OF ALL UTILITIES WITHIN THE PROJECT AREA THAT MAY CONFLICT WITH THE PROPOSED CONSTRUCTION. VERIFY THAT ANY UTILITIES SHOWN TO BE RELOCATED BY OTHERS HAVE BEEN RELOCATED AND ARE NO LONGER IN CONFLICT.
2. SEE PLANTING AND IRRIGATION PLANS FOR REMOVALS, RELOCATIONS AND/OR ADJUSTMENTS OF PLANTING AND IRRIGATION RELATED IMPROVEMENTS.
3. GRADING BEYOND BIKEWAY TO BE 2:1 UNLESS OTHERWISE NOTED.

**LEGEND**

PROPERTY LINE	---	XX
SAWCUT LINE	----	
DAYLIGHT LINE	----	
OUTLINE OF SENSITIVE AREAS (WATERSHED, BLUFFS, SOFT SOILS)	----	
PROPOSED CONTOUR	----	
EXISTING CONTOUR	----	

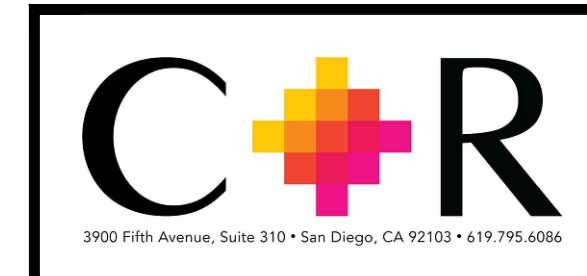
**CONSTRUCTION NOTES**

1. PROTECT IN PLACE
7. CONSTRUCT BIKEWAY SECTION 4" ASPHALT OVER 6" CLASS II AGGREGATE BASE. SEE TYPICAL CROSS SECTION PER DETAIL ON SHEET 7
10. CONSTRUCT 0" CURB PER DETAIL ON SHEET 6
39. CONSTRUCT WOOD FENCE PER FIGURE 1 CITY OF SAN DIEGO INFORMATION BULLETIN 222, H=5'. CENTER FOOTINGS 6" OFFSET FROM EDGE OF BIKEWAY.
50. CONSTRUCT TYPE B GRAVITY RETAINING WALL PER SDRSD C-09, H=4'

Exhibit A



**DECLARATION OF RESPONSIBLE CHARGE**  
 I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THIS PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONAL CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.  
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 MATTHEW B. CAPUZZI, 69815 \_\_\_\_\_ DATE \_\_\_\_\_



**CITY OF NATIONAL CITY**  
 INCORPORATED 1937

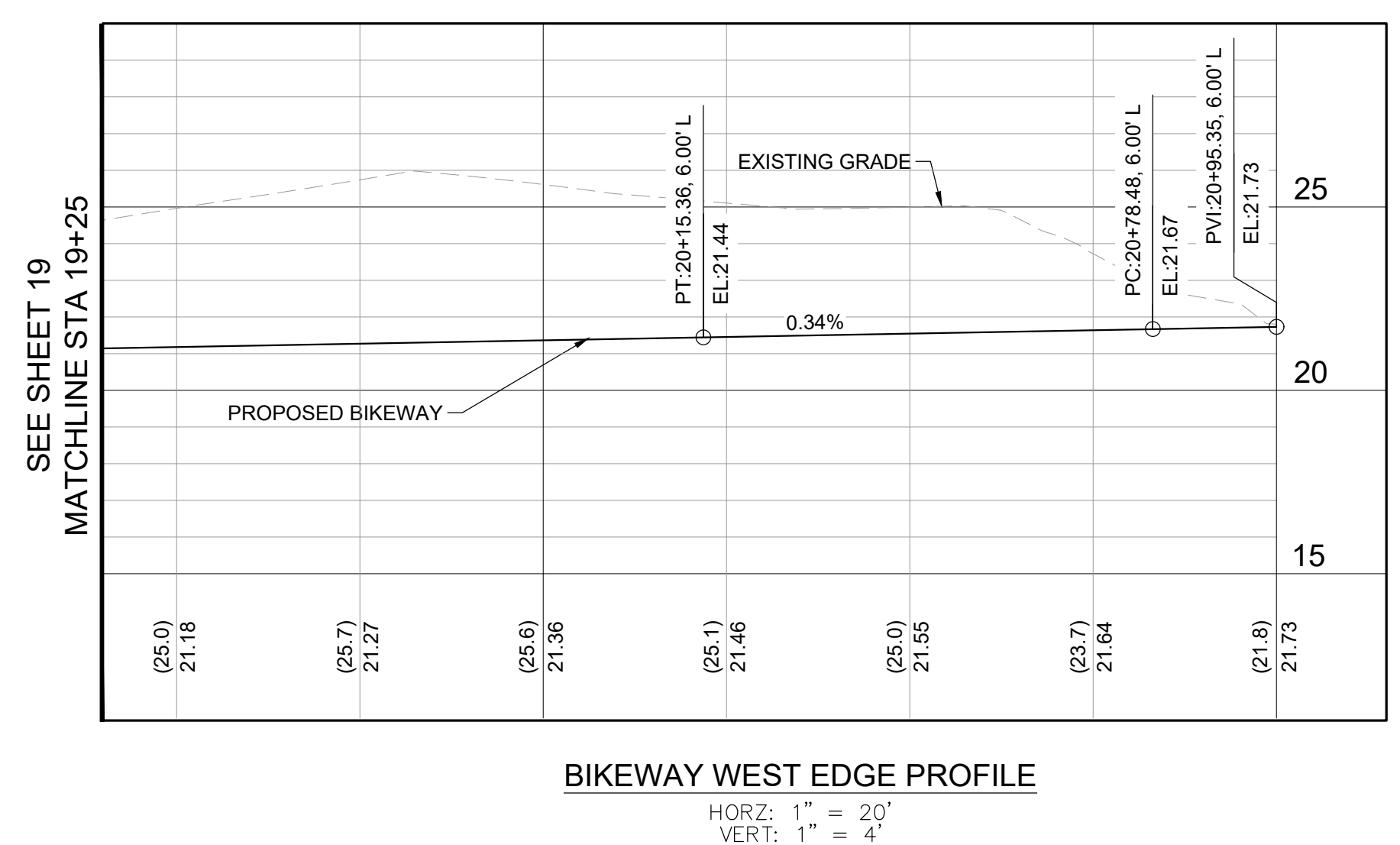
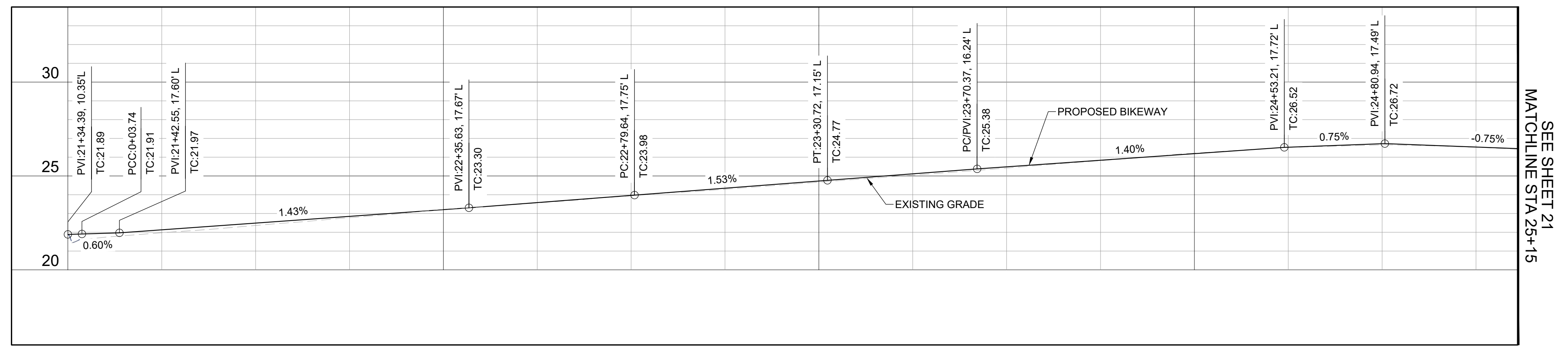
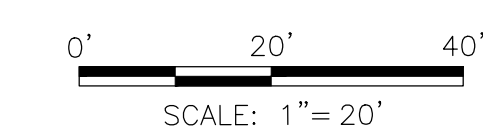
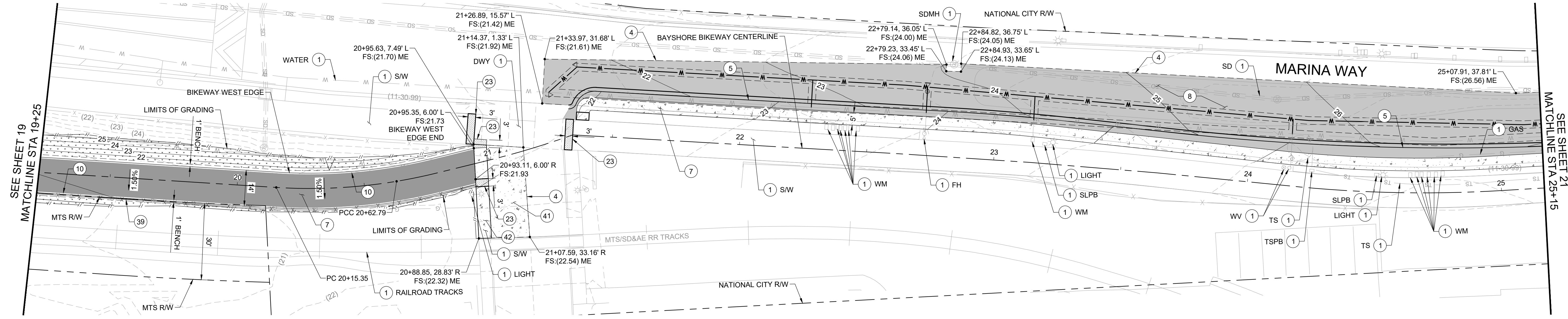
PLANS FOR THE IMPROVEMENTS OF:  
**BAYSHORE BIKEWAY SEGMENT 5**  
**IMPROVEMENT PLANS**

**CITY OF NATIONAL CITY**

ROBERTO YANO RCE# 56292 \_\_\_\_\_ DATE \_\_\_\_\_  
 DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

CIP NO. 19-20  
 SHEET 19 OF 117 SHEETS **XXXX-XX-####D**

SURVEYOR:		BENCHMARK:		HORIZONTAL CONTROL:	
CONSTRUCTION RECORDS		DATE STARTED:		INSPECTOR:	
CONSTRUCTION SURVEYOR		DATE COMPLETED:		SIGNATURE:	
NAME		COMPANY		SIGNATURE	
NAME		COMPANY		SIGNATURE	
DATE		DATE		DATE	
BY		APPROVED		DATE	
AS-BUILT		DATE		DATE	
REVISIONS		DATE		DATE	
DATE		DATE		DATE	
DATE		DATE		DATE	



- LEGEND**
- PROPERTY LINE
  - SAWCUT LINE
  - DAYLIGHT LINE
  - PROPOSED CONTOUR
  - EXISTING CONTOUR

- GENERAL IMPROVEMENT NOTES**
- VERIFY THE EXISTENCE AND HORIZONTAL/VERTICAL LOCATION OF ALL UTILITIES WITHIN THE PROJECT AREA THAT MAY CONFLICT WITH THE PROPOSED CONSTRUCTION. VERIFY THAT ANY UTILITIES SHOWN TO BE RELOCATED BY OTHERS HAVE BEEN RELOCATED AND ARE NO LONGER IN CONFLICT.
  - SEE TRAFFIC SIGNAL PLANS AND SIGNING & STRIPING PLANS FOR REMOVAL, RELOCATION AND/OR ADJUSTMENTS OF TRAFFIC RELATED IMPROVEMENTS.
  - SEE PLANTING AND IRRIGATION PLANS FOR REMOVALS, RELOCATIONS AND/OR ADJUSTMENTS OF PLANTING AND IRRIGATION RELATED IMPROVEMENTS.
  - GRADING BEYOND BIKEWAY TO BE 2:1 UNLESS OTHERWISE NOTED.

- CONSTRUCTION NOTES**
- PROTECT IN PLACE
  - SAWCUT PER DETAIL ON SHEET 6
  - CONSTRUCT TYPE "B-2" CURB AND GUTTER PER SDRSD G-06
  - CONSTRUCT BIKEWAY SECTION 4" ASPHALT OVER 6" CLASS II AGGREGATE BASE. SEE TYPICAL CROSS SECTION PER DETAIL ON SHEET 7
  - CONSTRUCT PAVEMENT SECTION - 3" AC OVER 7" CLASS II AGGREGATE BASE. TENSAR TX-7 REINFORCEMENT OR APPROVED EQUAL TO BE UNDERLAIN ON PREPARED SUBGRADE
  - CONSTRUCT 0" CURB PER DETAIL ON SHEET 6
  - SEE CORRIDOR IMPROVEMENT PLANS
  - CONSTRUCT TRUNCATED DOMES PER SDRSD G-30
  - CONSTRUCT CONCRETE SIDEWALK PER SDRSD G-07. DESIGN SIDEWALK CROSS SLOPE TO 1.5%.
  - CONSTRUCT WOOD FENCE PER FIGURE 1 CITY OF SAN DIEGO INFORMATION BULLETIN 222, H=5'. CENTER FOOTINGS 6" OFFSET FROM EDGE OF BIKEWAY
  - CONSTRUCT 6" PCC (3000PSI) DRIVEWAY OVER 4" CLASS II AGGREGATE BASE
  - CONSTRUCT INTEGRAL COLORED CONCRETE SIDEWALK. FINISH TO BE MEDIUM BROOM (PERPENDICULAR TO PATH OF TRAVEL. COLORS TO MATCH EXISTING BY SCOFIELD SYSTEMS OR APPROVED EQUAL

**DIGALERT**  
 DIAL BEFORE YOU DIG  
 NO WORKING DAYS BEFORE YOU DIG  
 TOLL FREE 1-800-227-2600  
 A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

**COR**  
 3900 Friar Avenue, Suite 310 • San Diego, CA 92103 • 619.795.6086

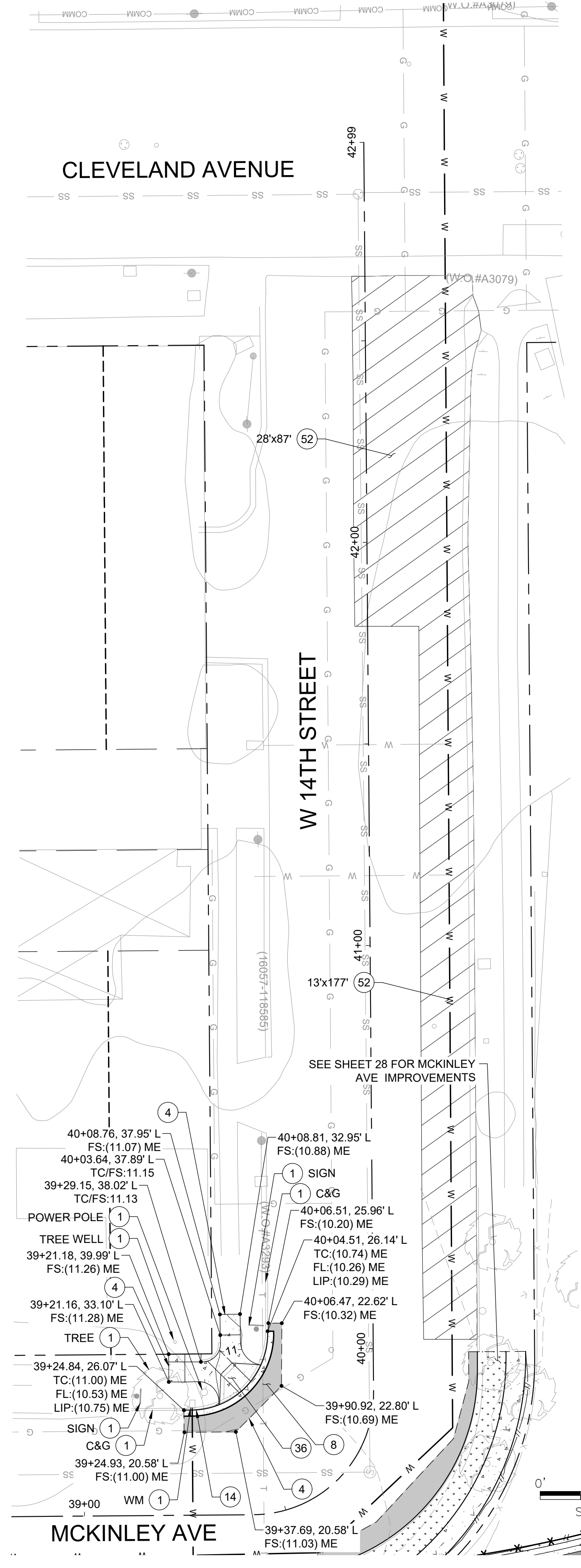
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 MATTHEW B. CAPUZZI, 69815 DATE

**CITY OF NATIONAL CITY**  
 1337 INCORPORATED  
 BAYSHORE BIKEWAY SEGMENT 5 IMPROVEMENT PLANS  
 ROBERTO YANO RCE# 56292 DIRECTOR OF PUBLIC WORKS/CITY ENGINEER DATE  
 SHEET 20 OF 117 SHEETS XXXX-XX----D

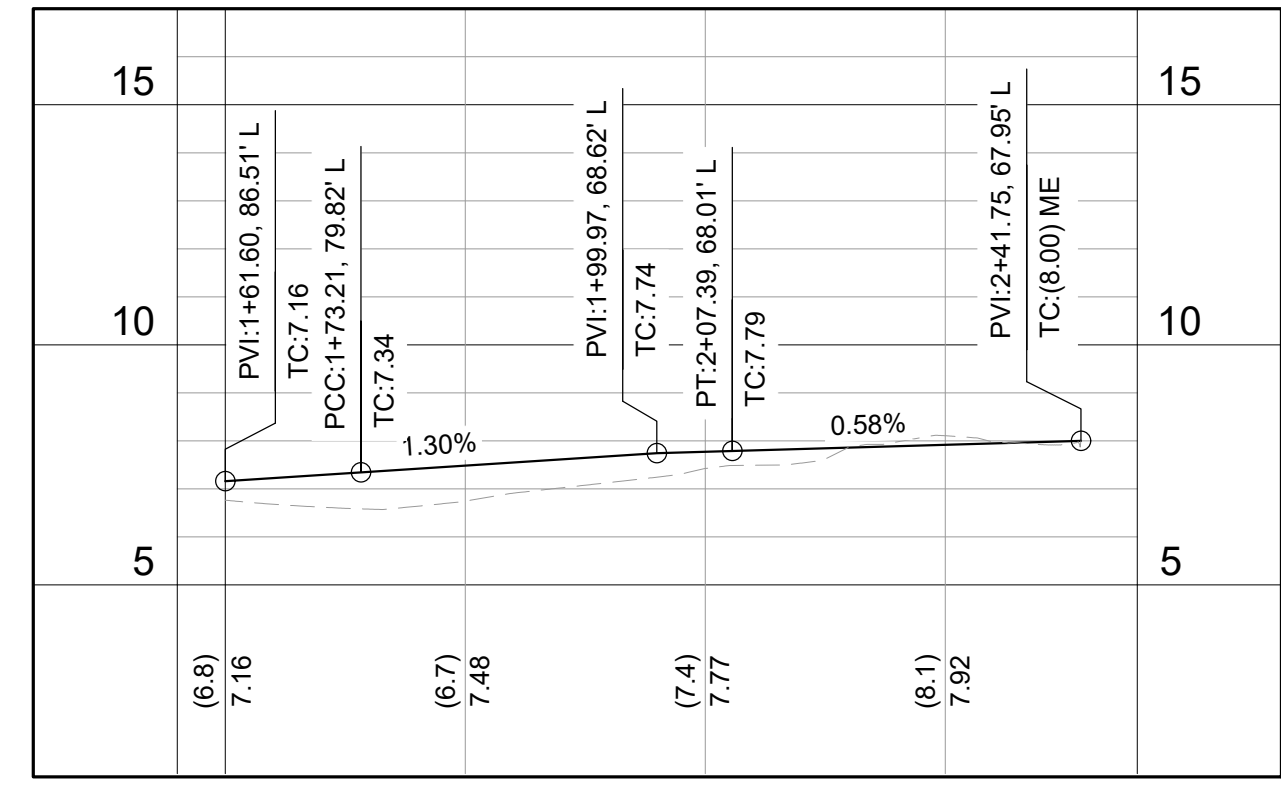
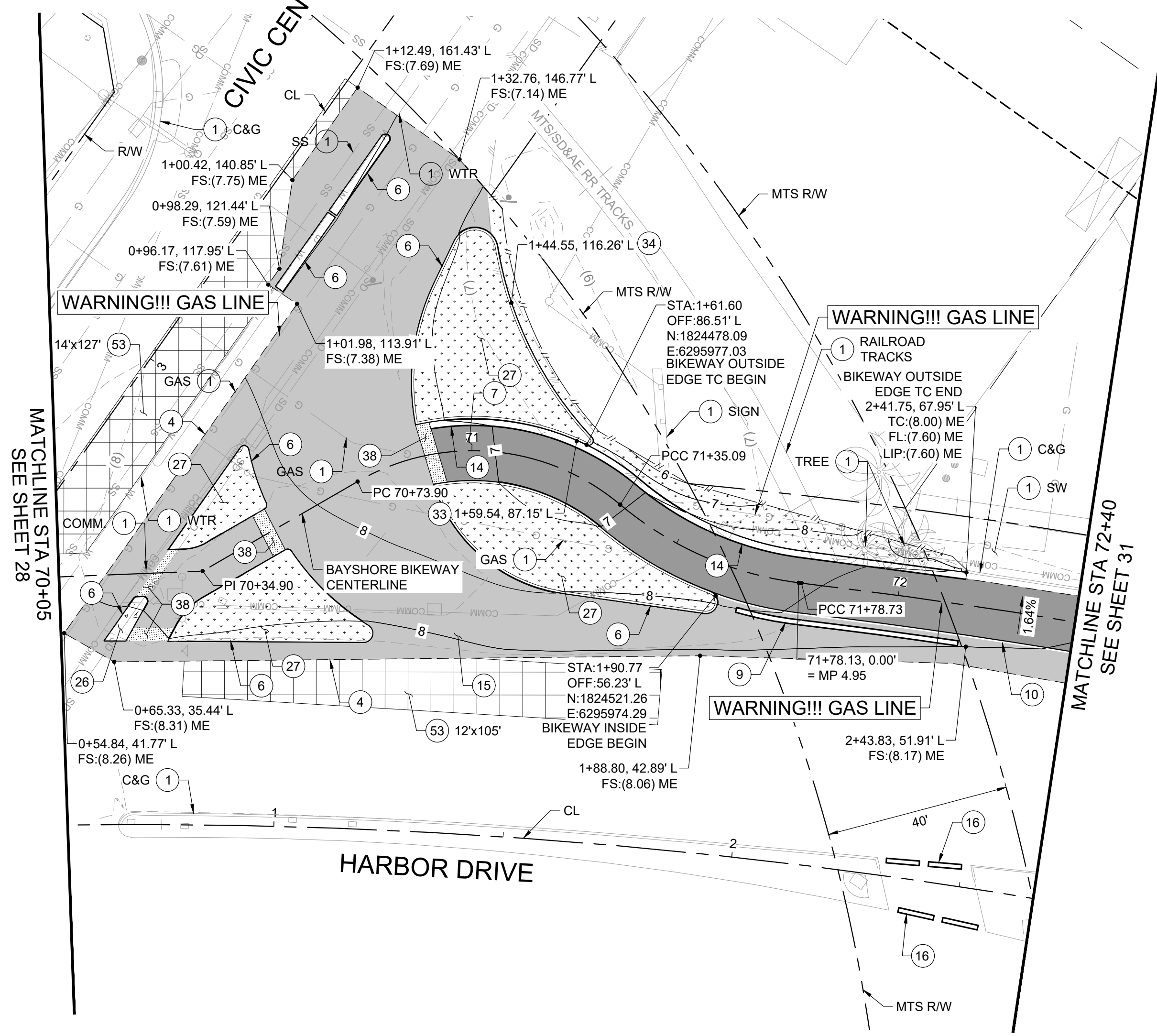
Exhibit A

Plot date: 6/13/2023 3:38:11 PM

SURVEYOR:		BENCHMARK:		HORIZONTAL CONTROL:	
DATE STARTED:		INSPECTOR:		DATE COMPLETED:	
CONSTRUCTION SURVEYOR		NAME		COMPANY	
CONSTRUCTION SURVEYOR		NAME		COMPANY	
BY	APPROVED	DATE			
AS-BUILT					
REVISIONS					

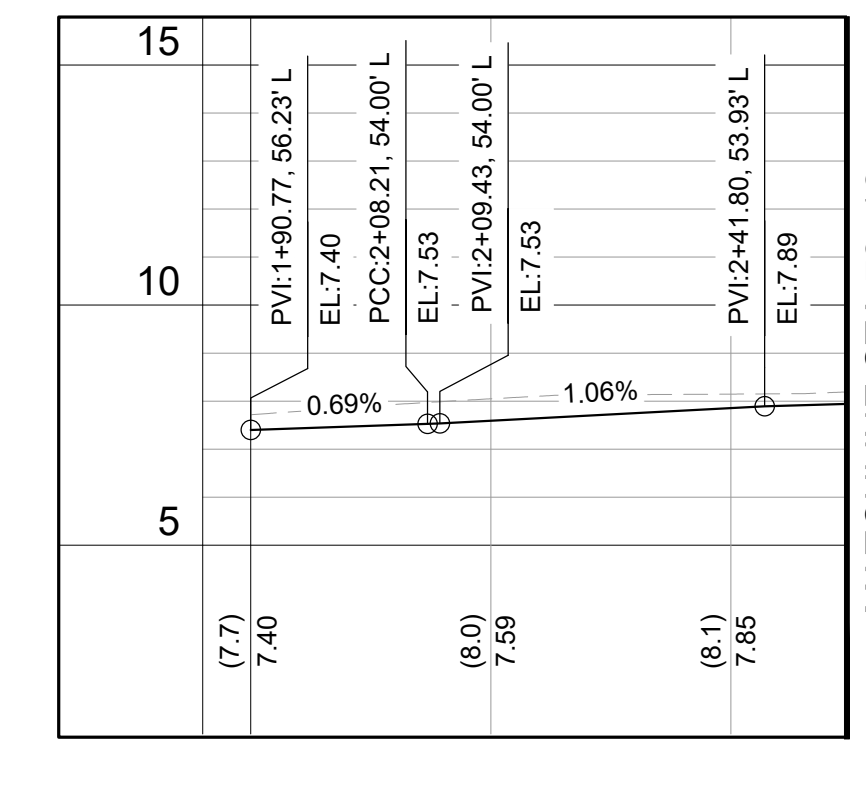


W 14th Street Improvements



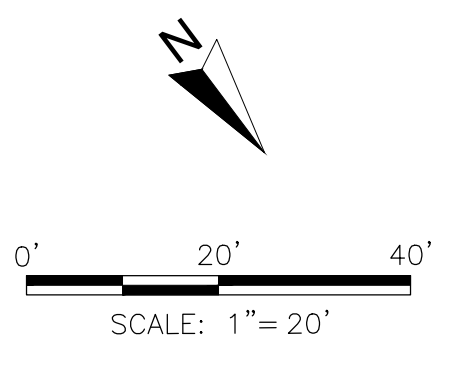
HARBOR DR BIKEWAY WESTERN EDGE TC PROFILE

HORZ: 1" = 20'  
VERT: 1" = 4'



HARBOR DR BIKEWAY EASTERN EDGE PROFILE

HORZ: 1" = 20'  
VERT: 1" = 4'

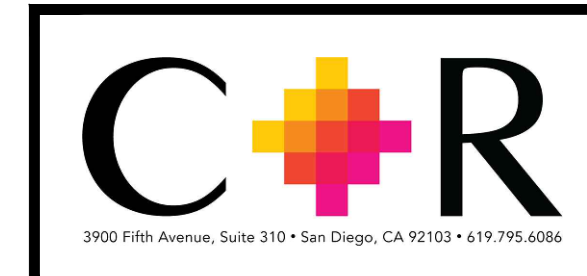


**LEGEND**

PROPERTY LINE	---
SAWCUT LINE	---
DAYLIGHT LINE	---
PROPOSED CONTOUR	---XX---
EXISTING CONTOUR	---(XX)---

- CONSTRUCTION NOTES**
- PROTECT IN PLACE
  - ADJUST TO FINISH GRADE
  - SAWCUT PER DETAIL ON SHEET 6
  - CONSTRUCT TYPE 'B-1' CURB PER SDRSD G-06
  - CONSTRUCT BIKEWAY SECTION 4" ASPHALT OVER 6" CLASS II AGGREGATE BASE. SEE TYPICAL CROSS SECTION PER DETAIL ON SHEET 7
  - CONSTRUCT PAVEMENT SECTION - 3" AC OVER 7" CLASS II AGGREGATE BASE. TENSAR TX-7 REINFORCEMENT OR APPROVED EQUAL TO BE UNDERLAIN ON PREPARED SUBGRADE
  - CONSTRUCT AC DIKE PER DETAIL ON SHEET 6
  - CONSTRUCT 0" CURB PER DETAIL ON SHEET 6
  - CONSTRUCT TYPE 'G' CURB AND GUTTER PER SDRSD G-02
  - CONSTRUCT PAVEMENT SECTION - 5.5" AC OVER 9.5" CLASS II AGGREGATE BASE. TENSAR TS-7 REINFORCEMENT OR APPROVED EQUAL TO BE UNDERLAIN ON PREPARED SUBGRADE
  - CONSTRUCT TYPE 'B-3' PIN ON CURB PER SDPWC SDG-154
  - CONSTRUCT CONCRETE SIDEWALK PER SDRSD G-07. DESIGN SIDEWALK CROSS SLOPE TO 1.5%.
  - SEE PLANTING PLANS
  - CONSTRUCT CURB INLET OPENING PER DETAIL ON SHEET 07
  - CONSTRUCT CURB OUTLET OPENING PER DETAIL ON SHEET 07
  - CONSTRUCT TYPE A CURB RAMP PER SDRSD G-27
  - CONSTRUCT TRUNCATED DOMES PER SDRSD G-30. SEE DETAIL ON SHEET 06
  - FULL DEPTH PAVEMENT RECONSTRUCTION 5.5" AC OVER 9.5" CLASS 2 AGGREGATE BASE. TENSAR REINFORCEMENT OR APPROVED EQUAL TO BE UNDERLAIN ON PREPARED SUBGRADE. SEE DETAIL ON SHEET 06
  - COLDMILL EXISTING PAVEMENT 2" DEEP AND CONSTRUCT 2" AC OVERLAY.

- GENERAL IMPROVEMENT NOTES**
- VERIFY THE EXISTENCE AND HORIZONTAL/VERTICAL LOCATION OF ALL UTILITIES WITHIN THE PROJECT AREA THAT MAY CONFLICT WITH THE PROPOSED CONSTRUCTION. VERIFY THAT ANY UTILITIES SHOWN TO BE RELOCATED BY OTHERS HAVE BEEN RELOCATED AND ARE NO LONGER IN CONFLICT.
  - SEE TRAFFIC SIGNAL PLANS AND SIGNING & STRIPING PLANS FOR REMOVAL RELOCATION AND/OR ADJUSTMENTS OF TRAFFIC RELATED IMPROVEMENTS.
  - SEE PLANTING AND IRRIGATION PLANS FOR REMOVALS, RELOCATIONS AND/OR ADJUSTMENTS OF PLANTING AND IRRIGATION RELATED IMPROVEMENTS.



**DECLARATION OF RESPONSIBLE CHARGE**

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MATTHEW B. CAPUZZI, 69815 \_\_\_\_\_ DATE \_\_\_\_\_



**CITY OF NATIONAL CITY**  
INCORPORATED 1837

PLANS FOR THE IMPROVEMENTS OF:

**BAYSHORE BIKEWAY SEGMENT 5 IMPROVEMENT PLANS**

CITY OF NATIONAL CITY

ROBERTO YANO RCE# 56292  
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

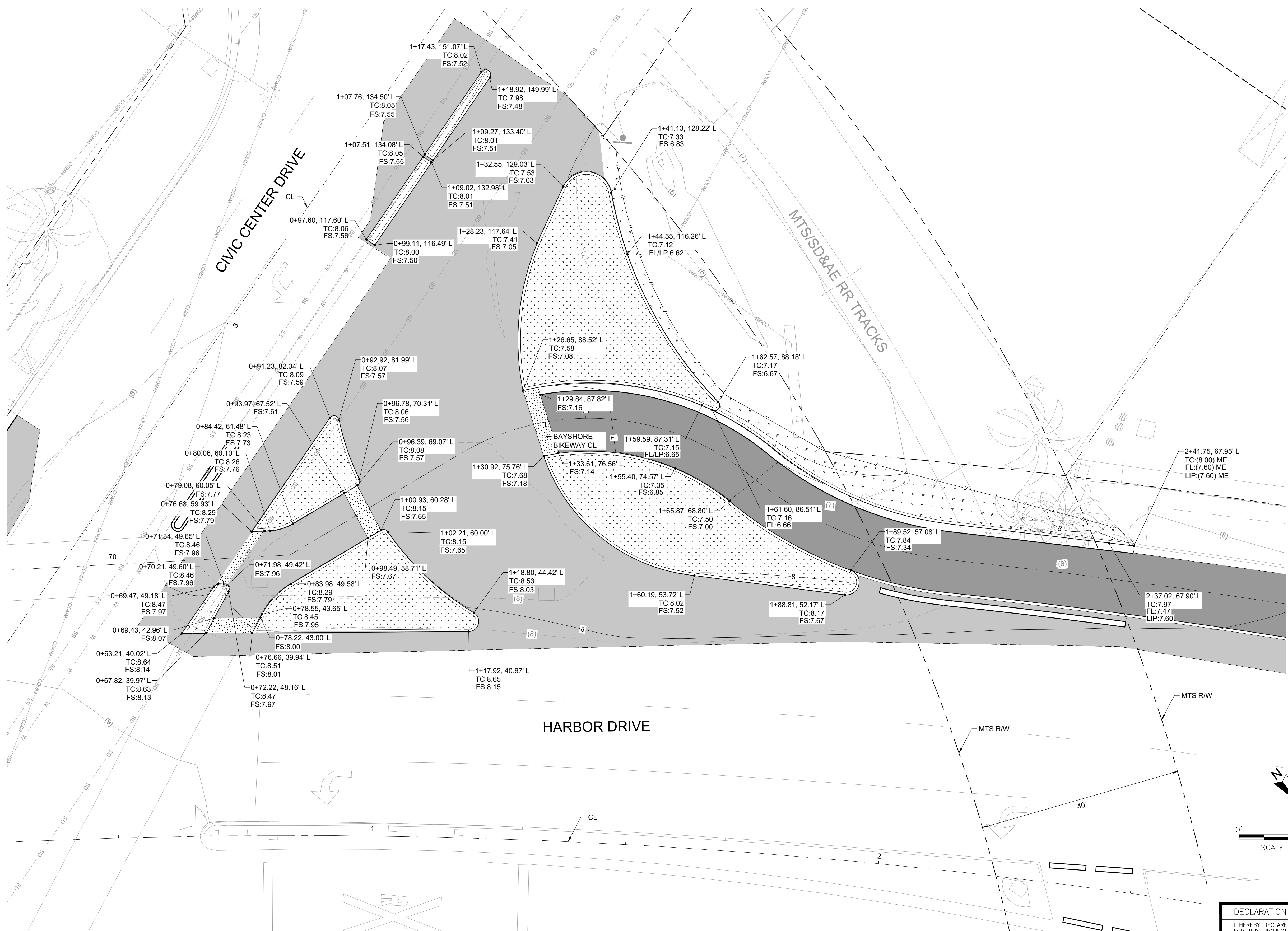
DATE \_\_\_\_\_

CIP NO. 19-20

SHEET 30 OF 117 SHEETS

XXXX-XX-####D

SURVEYOR:		CONSTRUCTION RECORDS	
BENCHMARK:		DATE STARTED:	
HORIZONTAL CONTROL:		INSPECTOR:	
		DATE COMPLETED:	
CONSTRUCTION SURVEYOR		GEOTECHNICAL OF RECORD	
NAME	COMPANY	NAME	COMPANY
SIGNATURE		SIGNATURE	
BY	APPROVED DATE	BY	APPROVED DATE
AS-BUILT		AS-BUILT	
REVISIONS		REVISIONS	



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 NATIONAL CITY 1337 INCORPORATED	
PLANS FOR THE IMPROVEMENTS OF: <b>BAYSHORE BIKEWAY SEGMENT 5</b> INTERSECTION DETAIL	
CITY OF NATIONAL CITY	
ROBERTO YANO RCE# 56292 DIRECTOR OF PUBLIC WORKS/CITY ENGINEER	DATE
SHEET 39 OF 117 SHEETS	OIP NO. 19-20 XXXX-XX-----D

Exhibit A

Plot date: 6/13/2023 3:46:18 PM

**CONSTRUCTION RECORDS**

SURVEYOR: \_\_\_\_\_ BENCHMARK: \_\_\_\_\_

DATE STARTED: \_\_\_\_\_ INSPECTOR: \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

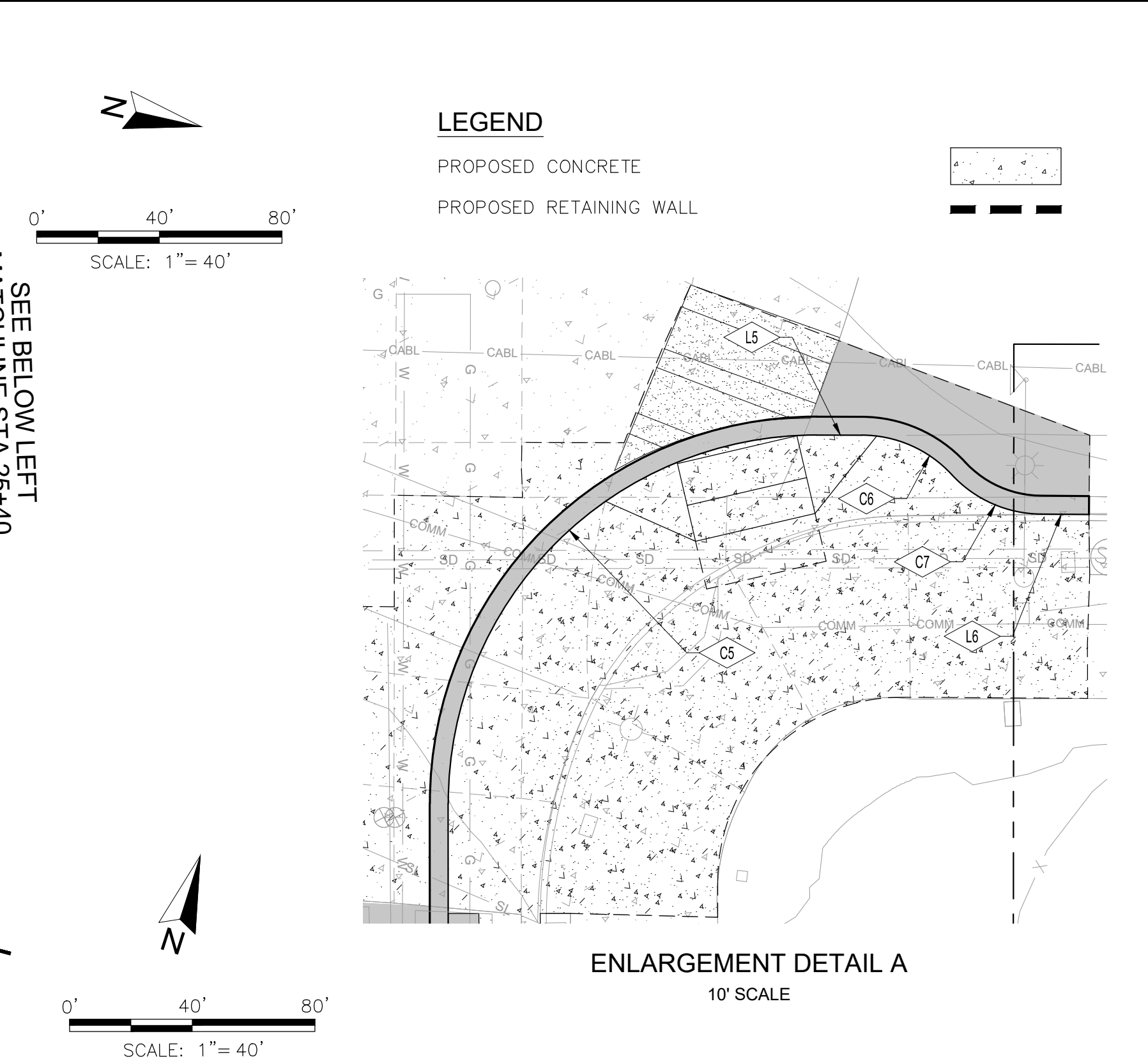
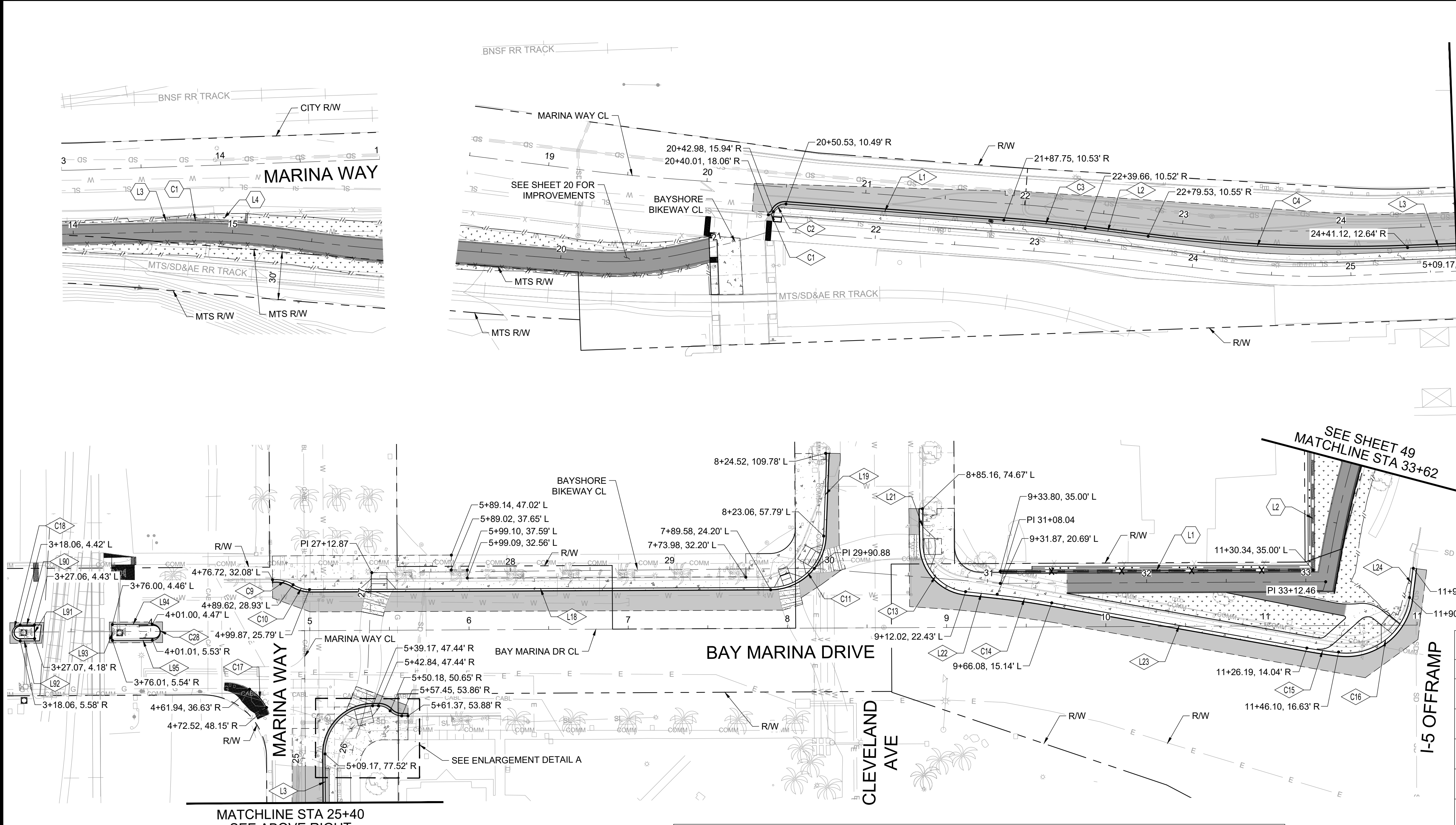
**CONSTRUCTION SURVEYOR**

NAME: \_\_\_\_\_ COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

**ENGINEERING DEPARTMENT**

AS-BUILT: \_\_\_\_\_ DATE: \_\_\_\_\_

REVISIONS:



**RETAINING WALL DATA TABLE**

ID	LENGTH	LINE/CHORD DIRECTION	R	T	DELTA	REMARKS
L3	2.24'	S16°57'00"E				TYPE 1 RETAINING WALL PER CALTRANS STANDARD PLAN B3-1C
C1	45.56'	S14°57'15"E	501.74'	17.48'	3°59'30"	TYPE 1 RETAINING WALL PER CALTRANS STANDARD PLAN B3-1C
L4	3.34'	N77°26'38"E				TYPE B GRAVITY RETAINING WALL PER SDRSD C-09, H=4'
L1	196.54'	N72°16'02"E				TYPE B GRAVITY RETAINING WALL PER SDRSD C-09, H=4'
L2	174.92'	N17°45'53"W				TYPE B GRAVITY RETAINING WALL PER SDRSD C-09, H=4'

**CURB AND GUTTER DATA TABLE**

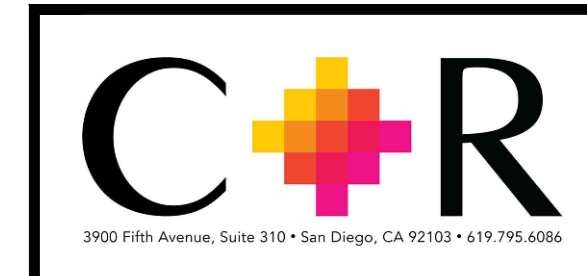
ID	LENGTH	LINE/CHORD DIRECTION	R	T	DELTA	REMARKS
C1	3.74'	N47°07'36"W	2.99'	2.16'	71°39'13"	TYPE B-2 C&G PER SDRSD G-06
C2	9.98'	N47°12'50"W	8.00'	5.76'	71°28'45"	TYPE B-2 C&G PER SDRSD G-06
L1	137.18'	N11°28'28"W				TYPE B-2 C&G PER SDRSD G-06
C3	51.37'	N10°00'10"W	1000.00'	25.69'	2°56'36"	TYPE B-2 C&G PER SDRSD G-06
L2	39.87'	N08°31'52"W				TYPE B-2 C&G PER SDRSD G-06
C4	163.27'	N13°12'30"W	1000.00'	81.82'	9°21'17"	TYPE B-2 C&G PER SDRSD G-06
L3	61.49'	N17°53'09"W				TYPE B-2 C&G PER SDRSD G-06
L3	61.49'	N17°53'09"W				TYPE B-2 C&G PER SDRSD G-06
C5	47.20'	N27°11'26"E	30.00'	30.08'	90°09'11"	TYPE B-2 C&G PER SDRSD G-06
L5	3.67'	N72°16'02"E				TYPE B-2 C&G PER SDRSD G-06
C6	8.24'	S84°07'28"E	10.00'	4.37'	47°13'00"	TYPE B-2 C&G PER SDRSD G-06
C7	8.17'	S83°55'17"E	10.00'	4.33'	46°48'38"	TYPE B-2 C&G PER SDRSD G-06
L6	3.93'	N72°40'24"E				TYPE B-2 C&G PER SDRSD G-06

**CURB AND GUTTER DATA TABLE**

ID	LENGTH	LINE/CHORD DIRECTION	R	T	DELTA	REMARKS
C9	11.30'	N88°38'14"E	20.00'	5.81'	32°22'54"	TYPE A2-6 C&G PER CALTRANS STD PLAN A87A
C10	11.36'	N88°33'22"E	20.00'	5.84'	32°32'37"	TYPE A2-6 C&G PER CALTRANS STD PLAN A87A
L18	289.23'	N72°17'04"E				TYPE A2-6 C&G PER CALTRANS STD PLAN A87A
C11	51.21'	N28°27'12"E	33.47'	32.13'	87°39'44"	TYPE A2-6 C&G PER CALTRANS STD PLAN A87A
L19	52.02'	N15°22'40"W				TYPE A2-6 C&G PER CALTRANS STD PLAN A87A
L21	22.74'	S18°18'55"E				TYPE A2-6 C&G PER CALTRANS STD PLAN A87A
C13	43.44'	S59°47'56"E	30.00'	26.53'	82°58'01"	TYPE A2-6 C&G PER CALTRANS STD PLAN A87A
L22	19.92'	N78°43'03"E				TYPE A2-6 C&G PER CALTRANS STD PLAN A87A
C14	34.65'	N80°39'22"E	512.00'	17.33'	3°52'37"	TYPE A2-6 C&G PER CALTRANS STD PLAN A87A
L23	162.74'	N82°35'41"E				TYPE A2-6 C&G PER CALTRANS STD PLAN A87A
C15	20.10'	N81°06'39"E	388.00'	10.05'	2°58'03"	TYPE A2-6 C&G PER CALTRANS STD PLAN A87A
C16	62.78'	N34°39'42"E	40.00'	39.95'	89°55'51"	TYPE A2-6 C&G PER CALTRANS STD PLAN A87A
L24	18.50'	N10°04'13"W				TYPE A2-6 C&G PER CALTRANS STD PLAN A87A
C17	15.78'	S60°20'15"E	31.97'	8.05'	28°16'48"	TYPE B-1 CURB PER SDRSD G-06

**CURB AND GUTTER DATA TABLE**

ID	LENGTH	LINE/CHORD DIRECTION	R	T	DELTA	REMARKS
L90	9.00'	N72°13'58"E				TYPE B-1 CURB PER SDRSD G-06
L91	10.00'	S17°46'02"E				TYPE B-1 CURB PER SDRSD G-06
L92	9.00'	S72°13'58"W				TYPE B-1 CURB PER SDRSD G-06
C18	15.71'	N17°46'02"W	5.00'	-	180°00'00"	TYPE B-1 CURB PER SDRSD G-06



**DECLARATION OF RESPONSIBLE CHARGE**

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MATTHEW B. CAPUZZI, 69815 \_\_\_\_\_ DATE \_\_\_\_\_



**CITY OF NATIONAL CITY**

PLANS FOR THE IMPROVEMENTS OF:

**BAYSHORE BIKEWAY SEGMENT 5**

**CORRIDOR IMPROVEMENT PLANS**

**CITY OF NATIONAL CITY**

ROBERTO YANO RCE# 56292  
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

DATE \_\_\_\_\_

CIP NO. 19-20

SHEET 48 OF 117 SHEETS

XXXX-XX-####D

Exhibit A

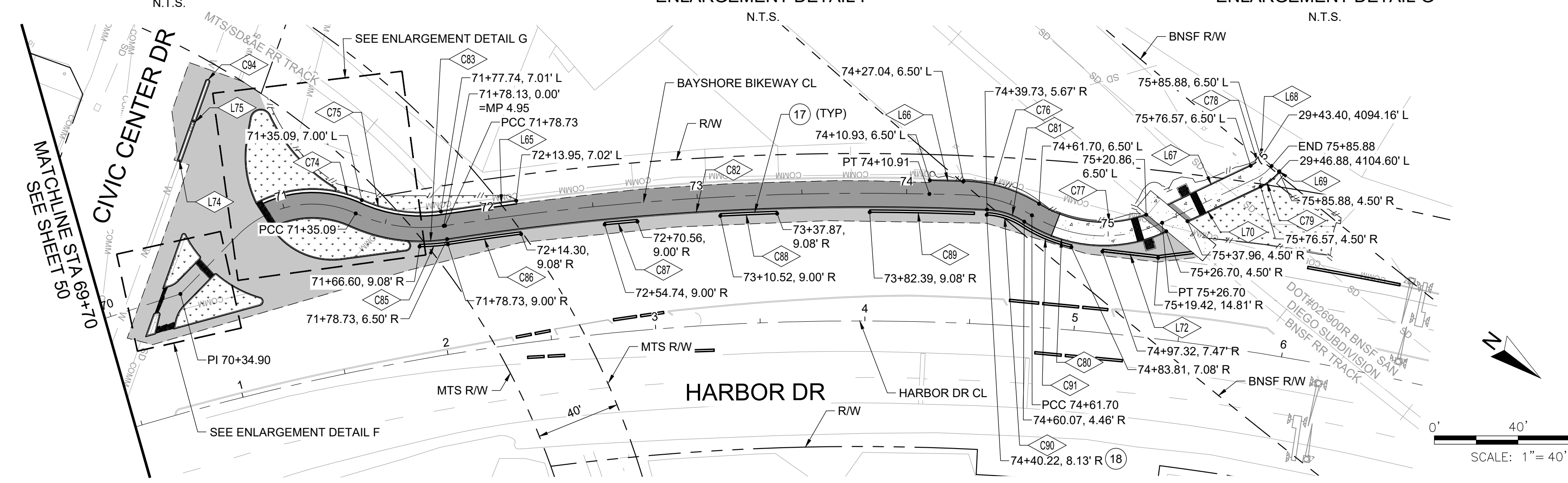
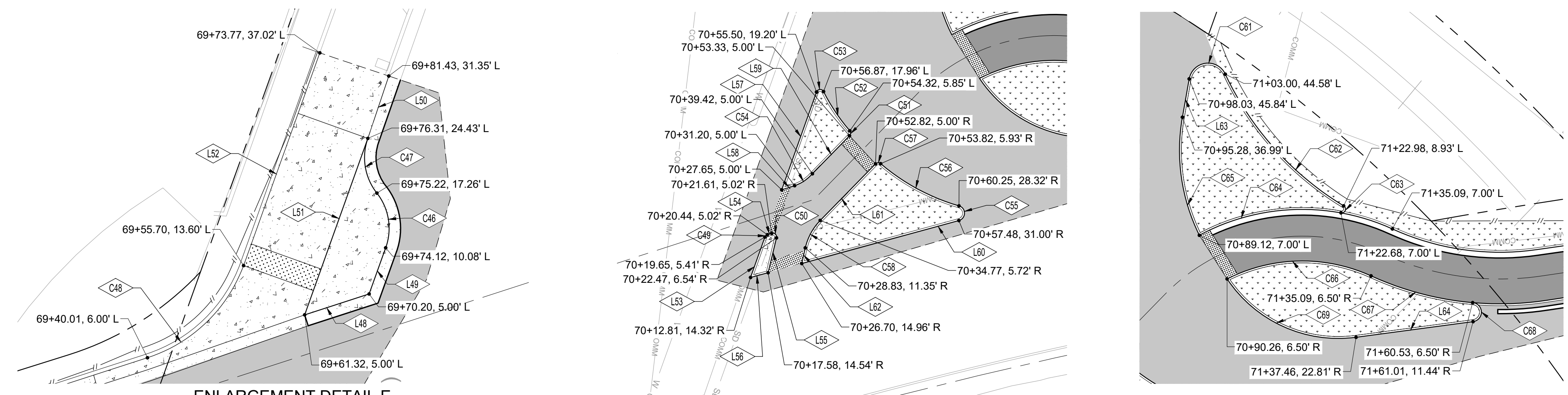
100% IMPROVEMENT PLANS - CITY OF NATIONAL CITY - BAYSHORE BIKEWAY SEGMENT 5

Plot date: 6/13/2023 3:50:09 PM

ENGINEERING DEPARTMENT	AS-BUILT	DATE	APPROVED
	REVISIONS		

CONSTRUCTION SURVEYOR	NAME	COMPANY	SIGNATURE
CONSTRUCTION RECORDS	DATE STARTED	INSPECTOR	DATE COMPLETED

SURVEYOR: \_\_\_\_\_ BENCHMARK: \_\_\_\_\_ HORIZONTAL CONTROL: \_\_\_\_\_



LENGTH	LINE/CHORD DIRECTION	R	T	DELTA	REMARKS
8.88'	N55°27'08"W				TYPE G C&G PER SDRSD G-2
6.42'	S72°12'15"W				TYPE G C&G PER SDRSD G-2
7.58'	S43°15'21"W	7.50'	4.15'	57°53'49"	TYPE G C&G PER SDRSD G-2
7.56'	S43°12'09"W	7.50'	4.14'	57°47'26"	TYPE G C&G PER SDRSD G-2
8.61'	S71°00'53"W				TYPE G C&G PER SDRSD G-2
24.54'	N72°12'15"E				6" CURB PER SDRSD G-1
29.35'	S72°12'15"W				6" CURB PER SDRSD G-1
18.27'	N81°37'26"W	20.00'	9.83'	52°20'36"	6" CURB PER SDRSD G-1
11.23'	S72°04'14"W				TYPE B-1 CURB PER SDRSD G-6
0.92'	N81°41'27"W	1.00'	0.49'	52°28'38"	TYPE B-1 CURB PER SDRSD G-6
1.17'	N55°27'08"W				TYPE B-1 CURB PER SDRSD G-6
2.12'	N05°16'02"E	1.00'	1.78'	121°26'20"	TYPE B-1 CURB PER SDRSD G-6
9.37'	N65°59'12"E				TYPE B-1 CURB PER SDRSD G-6
4.77'	S52°47'14"E				TYPE B-1 CURB PER SDRSD G-6
27.20'	N72°04'14"E				TYPE B-1 CURB PER SDRSD G-6
3.55'	N55°27'08"W				TYPE B-1 CURB PER SDRSD G-6
4.84'	N69°18'16"W	10.00'	2.47'	27°42'16"	TYPE B-1 CURB PER SDRSD G-6
14.73'	N83°09'25"W				TYPE B-1 CURB PER SDRSD G-6
1.42'	S56°08'38"W	1.00'	0.86'	81°23'55"	TYPE B-1 CURB PER SDRSD G-6
12.41'	S18°42'49"W	50.14'	6.24'	14°10'47"	TYPE B-1 CURB PER SDRSD G-6
2.33'	S41°03'31"E	1.00'	2.34'	133°44'40"	TYPE B-1 CURB PER SDRSD G-6

LENGTH	LINE/CHORD DIRECTION	R	T	DELTA	REMARKS
42.85'	N52°47'14"W				TYPE B-1 CURB PER SDRSD G-6
5.19'	S52°53'11"W	2.00'	7.13'	148°39'09"	TYPE B-1 CURB PER SDRSD G-6
23.47'	S09°10'25"E	55.00'	11.92'	24°27'06"	TYPE B-1 CURB PER SDRSD G-6
1.51'	S40°01'55"E	1.00'	0.94'	86°14'58"	TYPE B-1 CURB PER SDRSD G-6
20.70'	S83°09'25"E				TYPE B-1 CURB PER SDRSD G-6
8.29'	N81°00'52"E	15.00'	4.25'	31°39'27"	TYPE B-1 CURB PER SDRSD G-6
4.20'	N65°11'09"E				TYPE B-1 CURB PER SDRSD G-6
31.75'	S44°19'15"W	50.05'	16.43'	36°20'53"	TYPE B-1 CURB PER SDRSD G-6
10.18'	S62°30'40"W				TYPE B-1 CURB PER SDRSD G-6
12.64'	N45°03'17"W	5.00'	15.79'	144°52'06"	TYPE B-1 CURB PER SDRSD G-6
47.03'	N10°32'13"E	80.00'	24.22'	33°41'06"	TYPE G C&G PER SDRSD G-2
2.78'	N73°13'06"E	1.00'	5.41'	159°02'41"	TYPE B-1 CURB PER SDRSD G-6
38.26'	S46°29'22"E	57.00'	19.88'	38°27'26"	TYPE B-1 CURB PER SDRSD G-6
39.06'	S13°09'48"E	35.00'	21.85'	63°56'52"	TYPE B-1 CURB PER SDRSD G-6
39.00'	N38°43'22"W	43.50'	20.92'	51°22'05"	TYPE B-1 CURB PER SDRSD G-6
27.64'	N22°45'22"W	81.50'	13.96'	19°26'04"	TYPE B-1 CURB PER SDRSD G-6
7.30'	N51°11'40"E	2.50'	22.52'	167°20'00"	TYPE B-1 CURB PER SDRSD G-6
30.92'	S45°08'21"E				TYPE B-1 CURB PER SDRSD G-6
14.14'	S20°09'08"E	57.00'	7.11'	14°13'01"	TYPE G C&G PER SDRSD G-2

- CONSTRUCTION NOTES**
- 17 CONSTRUCT TYPE B ASPHALT DIKE PER SDRSD G-5 AND DETAIL F ON SHEET 6
  - 18 CONSTRUCT 3' BREAK IN DIKE

**LEGEND**

PROPOSED CONCRETE

LENGTH	LINE/CHORD DIRECTION	R	T	DELTA	REMARKS
38.67'	S29°20'08"E	68.00'	19.87'	32°35'00"	TYPE G C&G PER SDRSD G-2
					TYPE G C&G PER SDRSD G-2

L66	16.10'	N36°08'33"W			0" MOW CURB PER DETAIL C ON SHEET 06	
C76	38.13'	N20°51'58"W	71.50'	19.53'	30°33'11"	0" MOW CURB PER DETAIL C ON SHEET 06
C77	53.24'	N31°39'50"W	58.50'	28.63'	52°08'55"	0" MOW CURB PER DETAIL C ON SHEET 06
L67	43.72'	N62°53'08"W				0" MOW CURB PER DETAIL C ON SHEET 06
C78	6.28'	N76°13'19"W	13.50'	3.20'	26°40'23"	0" MOW CURB PER DETAIL C ON SHEET 06
L68	0.27'	N89°33'31"W				0" MOW CURB PER DETAIL C ON SHEET 06
L69	0.27'	N89°33'31"W				0" MOW CURB PER DETAIL C ON SHEET 06
C79	11.41'	N76°13'19"W	24.50'	5.81'	26°40'23"	0" MOW CURB PER DETAIL C ON SHEET 06
L70	38.61'	N62°53'08"W				0" MOW CURB PER DETAIL C ON SHEET 06
C80	71.25'	N33°42'39"W	69.50'	39.11'	58°44'18"	0" MOW CURB PER DETAIL C ON SHEET 06
C81	18.95'	N19°37'48"W	35.50'	9.70'	30°34'36"	0" MOW CURB PER DETAIL C ON SHEET 06
C82	258.66'	N40°38'49"W	1293.50'	129.76'	11°27'27"	0" MOW CURB PER DETAIL C ON SHEET 06
C83	19.78'	N39°25'28"W	81.50'	9.94'	13°54'09"	0" MOW CURB PER DETAIL C ON SHEET 06
C85	13.60'	N41°44'36"W	84.00'	6.81'	9°16'25"	TYPE B ASPH DIKE PER SDRSD G-5 AND DETAIL F ON SHEET 06
C86	35.32'	N45°35'40"W	1300.00'	17.66'	1°33'25"	TYPE B ASPH DIKE PER SDRSD G-5 AND DETAIL F ON SHEET 06
C87	15.71'	N42°40'38"W	1291.00'	7.86'	0°41'50"	TYPE B ASPH DIKE PER SDRSD G-5 AND DETAIL F ON SHEET 06
C88	27.16'	N39°57'52"W	1291.00'	13.58'	1°12'19"	TYPE B ASPH DIKE PER SDRSD G-5 AND DETAIL F ON SHEET 06
C89	50.00'	N36°17'24"W	1291.00'	25.00'	2°13'09"	TYPE B ASPH DIKE PER SDRSD G-5 AND DETAIL F ON SHEET 06
C90	17.57'	N19°37'48"W	33.00'	9.00'	30°30'03"	TYPE B ASPH DIKE PER SDRSD G-5 AND DETAIL F ON SHEET 06
C91	26.09'	N14°42'35"W	72.00'	13.19'	20°45'47"	TYPE B ASPH DIKE PER SDRSD G-5 AND DETAIL F ON SHEET 06
L72	26.76'	N31°02'44"W				TYPE B ASPH DIKE PER SDRSD G-5 AND DETAIL F ON SHEET 06
L74	2.00'	S17°55'46"E				TYPE B-1 CURB PER SDRSD G-6
L75	40.08'	N72°04'14"E				TYPE B-1 CURB PER SDRSD G-6
C94	3.14'	N17°55'46"W	1.00'	INFINITY'	180°00'00"	TYPE B-1 CURB PER SDRSD G-6

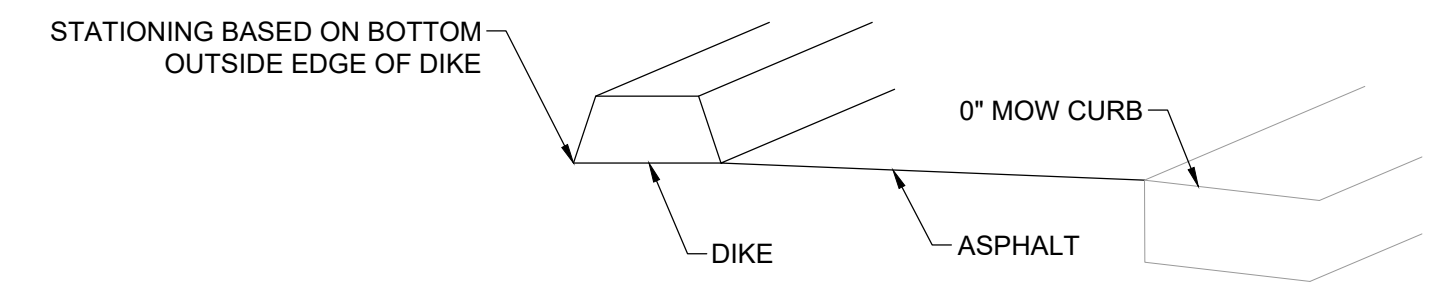
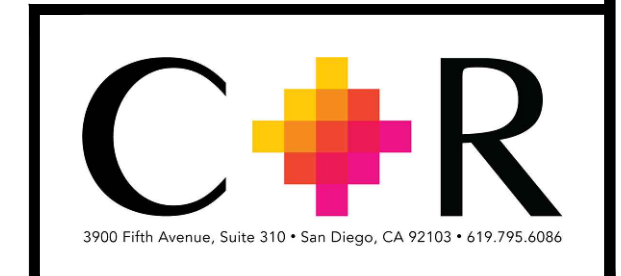


Exhibit A



**DECLARATION OF RESPONSIBLE CHARGE**

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THIS PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONAL CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF THESE PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF NATIONAL CITY IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR THE PROJECT DESIGN.

MATTHEW B. CAPUZZI, 69815 \_\_\_\_\_ DATE \_\_\_\_\_



**NATIONAL CITY**  
1937 INCORPORATED

PLANS FOR THE IMPROVEMENTS OF:

**BAYSHORE BIKEWAY SEGMENT 5**  
**CORRIDOR IMPROVEMENT PLANS**

**CITY OF NATIONAL CITY**

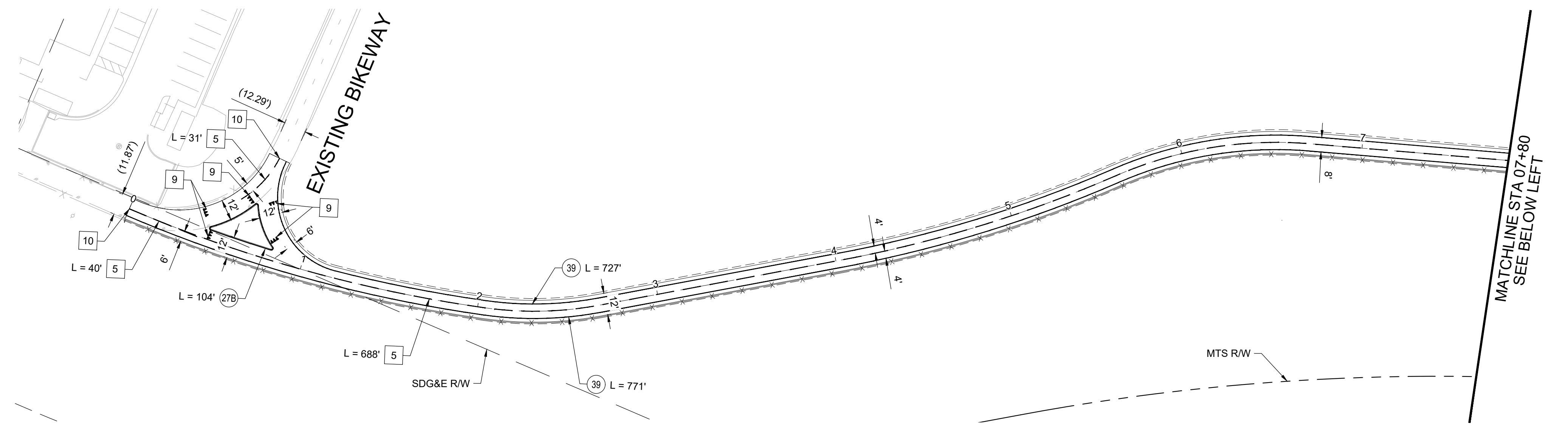
ROBERTO YANO RCE# 56292  
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

CIP NO. 19-20

SHEET 51 OF 117 SHEETS

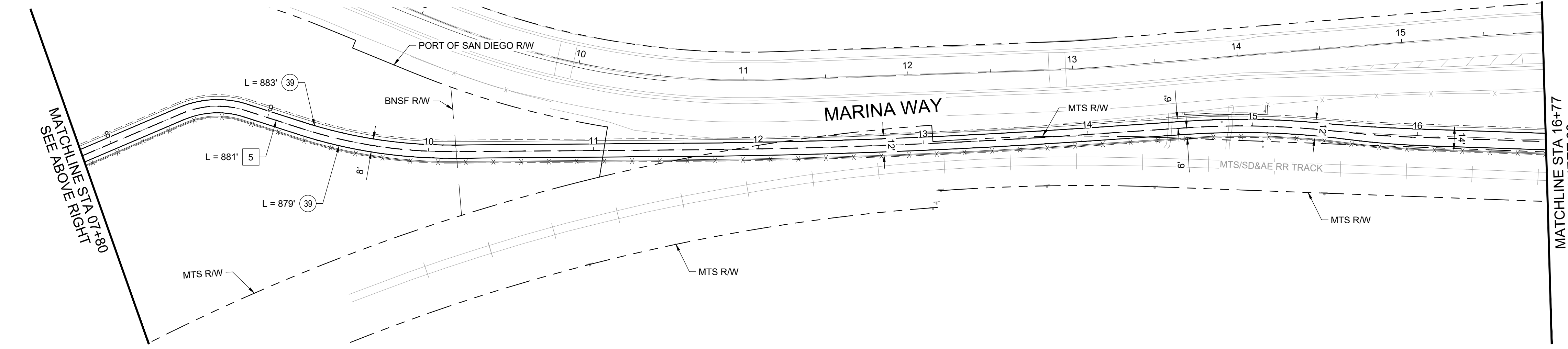
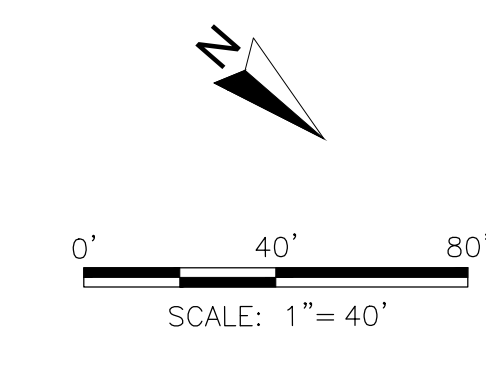
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SURVEYOR: BENCHMARK:	CONSTRUCTION RECORDS	DATE STARTED:	DATE COMPLETED:
		INSPECTOR:	DATE COMPLETED:
HORIZONTAL CONTROL:	CONSTRUCTION SURVEYOR	NAME	SIGNATURE
		COMPANY	SIGNATURE
AS-BUILT	REVISIONS	DATE	
		BY	APPROVED
ENGINEERING DEPARTMENT			

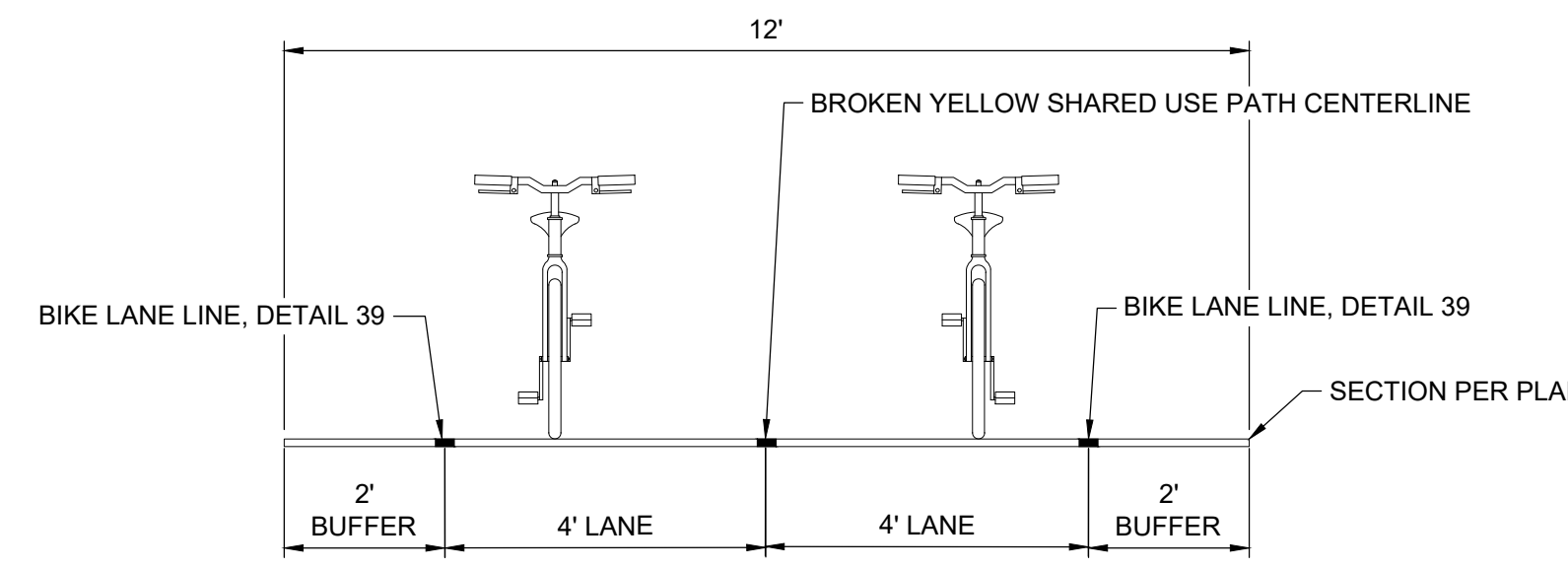
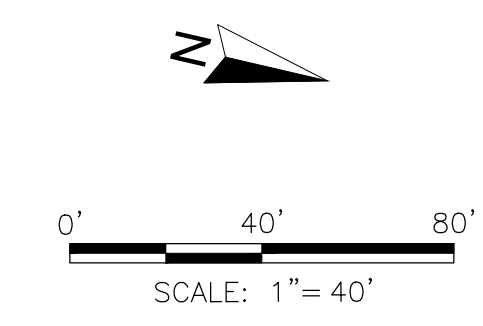


- LEGEND**
- (xx') EXISTING LANE WIDTH
  - xx' NEW LANE WIDTH OR LENGTH OF NEW STRIPING
  - ⊗ STRIPING DETAIL PER LATEST CALTRANS STANDARD PLANS

- SIGNING AND MARKING NOTES**
- 5 INSTALL BROKEN YELLOW SHARED USE PATH CENTERLINE PER MUTCD FIGURE 9C-2A.
  - 9 INSTALL WHITE THERMOPLASTIC BICYCLE YIELDING MARKING PER DETAIL ON SHEET 53.
  - 10 MATCH EXISTING STRIPING



- STRIPING DETAILS**
- 39 INSTALL WHITE BIKE LANE LINE (DETAIL 39) PER CALTRANS REVISED STD. PLAN RSP A20D



**TYPICAL CLASS 1 BIKEWAY / PARKSPACE STRIPING SECTION**

**GENERAL IMPROVEMENT NOTES**

1. SEE TRAFFIC SIGNAL PLANS FOR REMOVAL, RELOCATION AND/OR ADJUSTMENTS OF TRAFFIC RELATED IMPROVEMENTS.
2. SEE PLANTING AND IRRIGATION PLANS FOR REMOVALS, RELOCATIONS AND/OR ADJUSTMENTS OF LANDSCAPE AND IRRIGATION RELATED IMPROVEMENTS.

**Exhibit A**

**DECLARATION OF RESPONSIBLE CHARGE**

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MATHEW B. CAPUZZI, 69815 \_\_\_\_\_ DATE \_\_\_\_\_

PLANS FOR THE IMPROVEMENTS OF:

**BAYSHORE BIKEWAY SEGMENT 5**

**SIGNING AND STRIPING PLANS**

**CITY OF NATIONAL CITY**

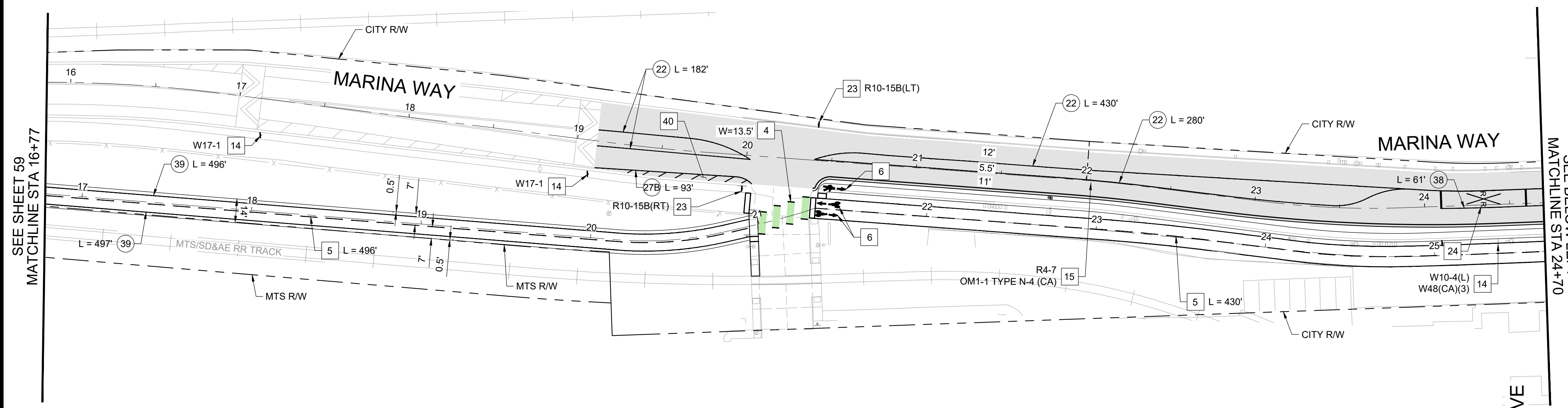
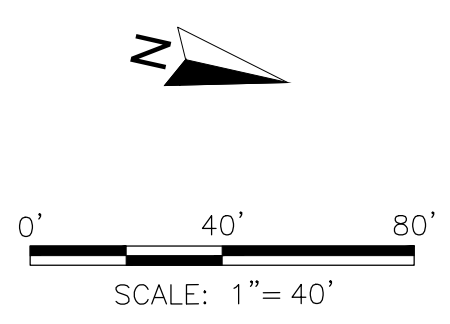
ROBERTO YANO RCE# 56292 \_\_\_\_\_ DATE \_\_\_\_\_  
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

OIP NO. 19-20

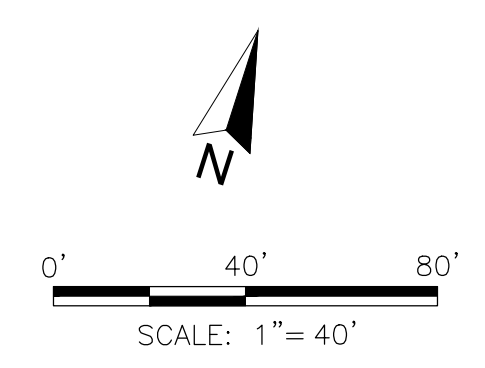
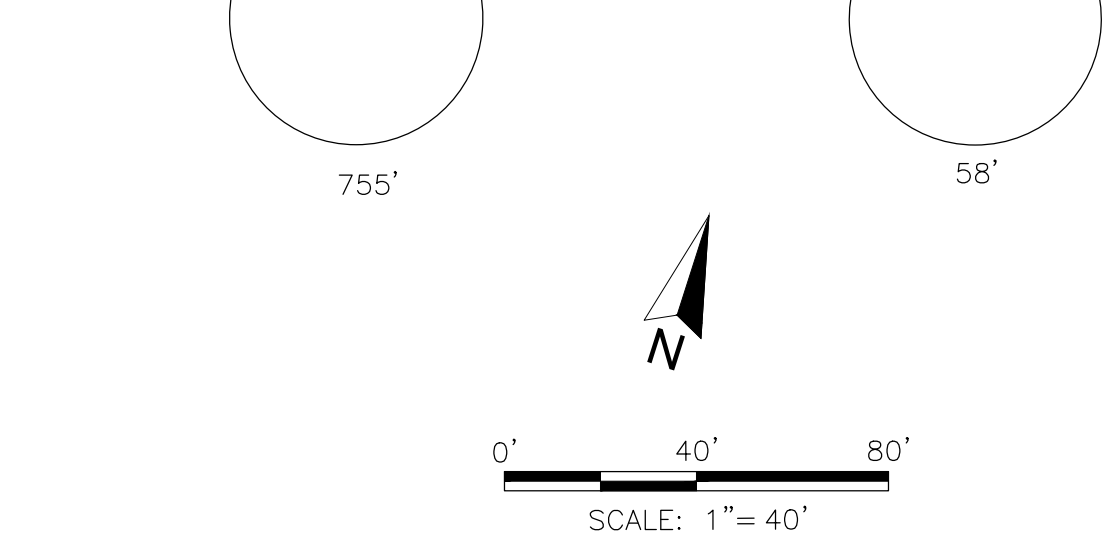
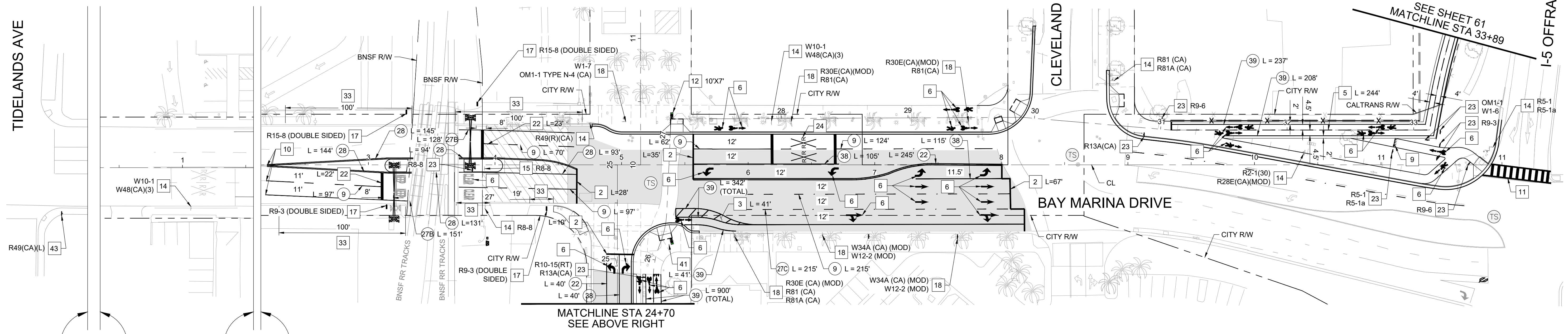
SHEET 59 OF 117 SHEETS **XXXX-XX-####D**

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HORIZONTAL CONTROL:		NAME		COMPANY	
		SIGNATURE			
		NAME		COMPANY	
		SIGNATURE			
BY	APPROVED	DATE			
AS-BUILT					
REVISIONS					
ENGINEERING DEPARTMENT		CITY OF NATIONAL CITY			



- ### SIGNING AND MARKING NOTES
- |   |   |
|---|---|
| 1. INSTALL WHITE THERMOPLASTIC CONTINENTAL CROSSWALK PER DETAIL ON SHEET 53.                    | 17. FURNISH AND INSTALL NEW BREAK AWAY POST PER CITY STANDARD DRAWING NO 112-S-B          |
| 2. INSTALL 12" WHITE THERMOPLASTIC LIMIT LINE AS SHOWN ON PLAN.                                 | 18. INSTALL NEW SIGN ON EXISTING POST   |
| 3. INSTALL BIKE LANE BUFFER DIAGONAL MARKINGS PER DETAIL ON SHEET 53.                           | 19. REMOVE AND REPLACE SIGN PER PLAN  |
| 4. INSTALL CONFLICT STRIPING PER DETAIL ON SHEET 53, WIDTH PER PLAN.                            | 22. INSTALL 24" LIMIT LINE AS SHOWN ON PLANS  |
| 5. INSTALL BROKEN YELLOW SHARED USE PATH CENTERLINE PER MUTCD FIGURE 9C-2A.                     | 23. FURNISH AND INSTALL NEW SIGN ON BREAK-AWAY POST PER CITY STANDRAD DRAWING NO. 112-S-B |
| 6. INSTALL THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STANDARD PLAN. SEE LEGEND ON THIS SHEET. | 24. INSTALL HIGHWAY-RAIL GRADE CROSSING PAVEMENT MARKING PER MUTCD FIGURE 8B-7            |
| 9. INSTALL WHITE THERMOPLASTIC BICYCLE YIELDING MARKING PER DETAIL ON SHEET 53.                 | 26. CONSTRUCT BIKE BOX PER DETAIL ON SHEET 53   |
| 10. MATCH EXISTING STRIPING   | 30. INSTALL SPEED HUMP PAVEMENT MARKING, OPTION C PER CAMUTCD FIGURE 3B-29                |
| 11. INSTALL WHITE THERMOPLASTIC LADDER CROSSWALK PER CALTRANS STANDARD PLAN RSP A24F            | 31. INSTALL GREEN PAINT PER SPECS   |
| 12. INSTALL TWO-STAGE LEFT TURN QUEUE BOX PER DETAIL ON SHEET 53, DIMENSIONS PER PLAN.          | 32. INSTALL TYPE D BLUE RETROREFLECTIVE PAVEMENT MARKER 6" FROM LEFT EDGE LINE            |
| 14. EXISTING SIGN TO REMAIN   | 33. PAINT EXISTING CURB RED   |
| 15. REMOVE AND SALVAGE EXISTING SIGN  | 40. CONSTRUCT WHITE 8" THICK DIAGONAL CHEVRON MARKING 8.5' O.C. PER MUTCD SECTION 3B.24   |
| 16. EXISTING STRIPING TO REMAIN   | 41. INSTALL THERMOPLASTIC BICYCLE DETECTOR PAVEMENT MARKING PER DETAIL ON SHEET 54        |
|   | 43. FURNISH AND INSTALL NEW SIGN ON EXISTING POLE PER PLAN                                |



### LEGEND

- (XX') EXISTING LANE WIDTH
- XX' NEW LANE WIDTH OR LENGTH OF NEW STRIPING
- (XX) STRIPING DETAIL PER LATEST CALTRANS STANDARD PLANS
- ↑ BIKE LANE ARROW PER CALTRANS STANDARD PLAN A24A
- ↖ BIKE LANE WITH PERSON SYMBOL PAVEMENT MARKING PER CALTRANS STANDARD PLAN A24C
- ⊞ WAIT HERE PAVEMENT MARKING PER CALTRANS STANDARD PLAN A20A. TO BE INSTALLED AT 1/2 SCALE
- ↔ TYPE IV (L) ARROW PER CALTRANS STANDARD PLAN A24A
- TYPE I 18'-0" ARROW PER CALTRANS STANDARD PLAN A24A
- ↔ TYPE VII (R) ARROW PER CALTRANS STANDARD PLAN A24A
- (TS) TRAFFIC SIGNAL
- SLURRY SEAL PER SPECIFICATIONS
- ▨ COLD MILL EXISTING PAVEMENT 2" DEEP AND CONSTRUCT 2" AC OVERLAY

### STRIPING DETAILS

- 9. INSTALL WHITE LANE LINE DETAIL 9 PER CALTRANS STD. PLAN RSP A20A
- 22. INSTALL YELLOW NO PASSING ZONE (DETAIL 22) PER CALTRANS STANDARD PLAN RSP A24F
- 27B. INSTALL WHITE RIGHT EDGE LINE (DETAIL 27B) PER CALTRANS STD. PLAN RSP A20B
- 27C. INSTALL RIGHT EDGE LINE EXTENSION (DETAIL 27C) PER CALTRANS STD. PLAN RSP A20B
- 28. INSTALL YELLOW MEDIAN ISLAND LINES (DETAIL 28) PER CALTRANS STD. PLAN RSP A20B
- 38. INSTALL WHITE CHANNELIZING LINE (DETAIL 38) PER CALTRANS STD. PLAN RSP A20D
- 39. INSTALL WHITE BIKE LANE LINE (DETAIL 39) PER CALTRANS STD. PLAN RSP A20D

### GENERAL IMPROVEMENT NOTES

- SEE TRAFFIC SIGNAL PLANS FOR REMOVAL RELOCATION AND/OR ADJUSTMENTS OF TRAFFIC RELATED IMPROVEMENTS.
- SEE PLANTING AND IRRIGATION PLANS FOR REMOVALS, RELOCATIONS AND/OR ADJUSTMENTS OF LANDSCAPE AND IRRIGATION RELATED IMPROVEMENTS.
- CONTRACTOR SHALL NOTIFY BNSF MANAGER OF PUBLIC PROJECTS PRIOR TO ANY WORK WITHIN BNSF RIGHT-OF-WAY OR ANY WORK AFFECTING GRADE CROSSING OPERATIONS.



**DECLARATION OF RESPONSIBLE CHARGE**  
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MATTHEW B. CAPUZZI, 69815 \_\_\_\_\_ DATE \_\_\_\_\_



**CITY OF NATIONAL CITY**  
 1337 INCORPORATED

PLANS FOR THE IMPROVEMENTS OF:  
**BAYSHORE BIKEWAY SEGMENT 5**  
**SIGNING AND STRIPING PLANS**

**CITY OF NATIONAL CITY**

ROBERTO YANO RCE# 56292  
 DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

CIP NO. 19-20

SHEET 60 OF 117 SHEETS

XXXX-XX-####D

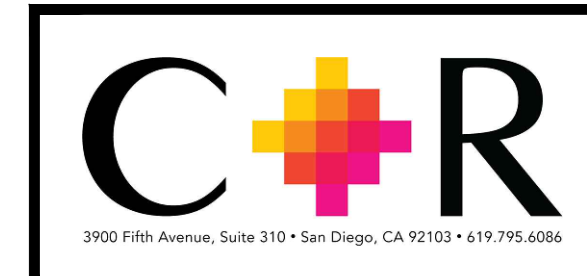


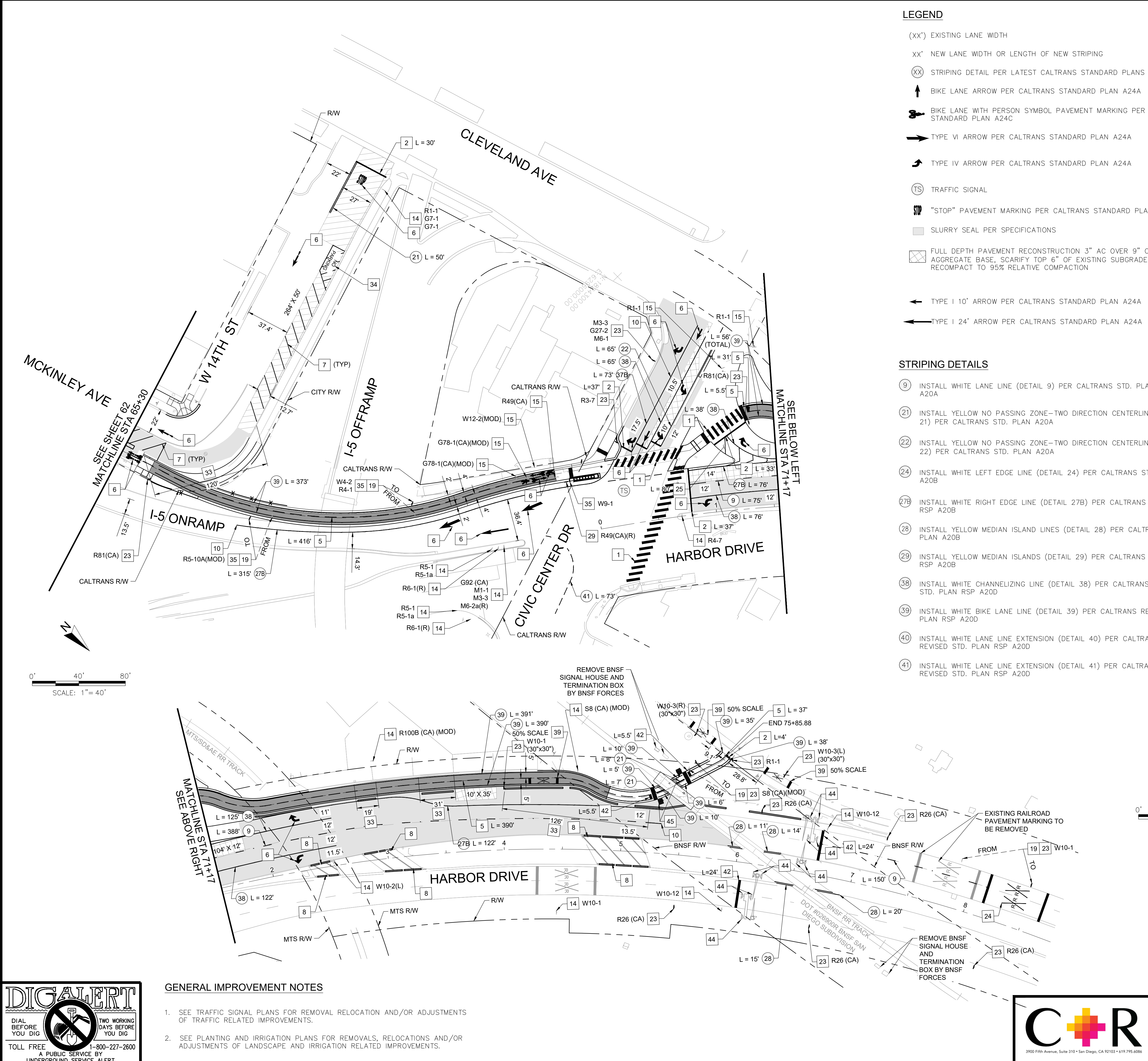
Exhibit A

100% IMPROVEMENT PLANS - CITY OF NATIONAL CITY - BAYSHORE BIKEWAY SEGMENT 5



Plot date: 6/13/2023 3:53:00 PM

SURVEYOR:		BENCHMARK:	
DATE STARTED:		INSPECTOR:	
DATE COMPLETED:		HORIZONTAL CONTROL:	
CONSTRUCTION RECORDS			
CONSTRUCTION SURVEYOR		CONSTRUCTION SURVEYOR	
NAME	COMPANY	NAME	COMPANY
SIGNATURE		SIGNATURE	
BY	APPROVED	DATE	
AS-BUILT			
REVISIONS			
ENGINEERING DEPARTMENT			



**LEGEND**

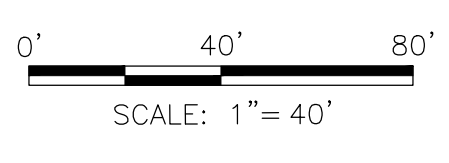
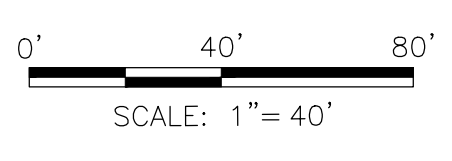
- (XX') EXISTING LANE WIDTH
- XX' NEW LANE WIDTH OR LENGTH OF NEW STRIPING
- ⊗ STRIPING DETAIL PER LATEST CALTRANS STANDARD PLANS
- ↑ BIKE LANE ARROW PER CALTRANS STANDARD PLAN A24A
- ↔ BIKE LANE WITH PERSON SYMBOL PAVEMENT MARKING PER CALTRANS STANDARD PLAN A24C
- TYPE VI ARROW PER CALTRANS STANDARD PLAN A24A
- ↪ TYPE IV ARROW PER CALTRANS STANDARD PLAN A24A
- Ⓢ TRAFFIC SIGNAL
- Ⓢ "STOP" PAVEMENT MARKING PER CALTRANS STANDARD PLAN A24D
- SLURRY SEAL PER SPECIFICATIONS
- ▨ FULL DEPTH PAVEMENT RECONSTRUCTION 3" AC OVER 9" CLASS 2 AGGREGATE BASE, SCARIFY TOP 6" OF EXISTING SUBGRADE AND RECOMPACT TO 95% RELATIVE COMPACTION
- ← TYPE I 10' ARROW PER CALTRANS STANDARD PLAN A24A
- ← TYPE I 24' ARROW PER CALTRANS STANDARD PLAN A24A

**STRIPING DETAILS**

- ⑨ INSTALL WHITE LANE LINE (DETAIL 9) PER CALTRANS STD. PLAN RSP A20A
- ⑲ INSTALL YELLOW NO PASSING ZONE-TWO DIRECTION CENTERLINE (DETAIL 21) PER CALTRANS STD. PLAN A20A
- ⑳ INSTALL YELLOW NO PASSING ZONE-TWO DIRECTION CENTERLINE (DETAIL 22) PER CALTRANS STD. PLAN A20A
- ㉔ INSTALL WHITE LEFT EDGE LINE (DETAIL 24) PER CALTRANS STD. PLAN A20B
- ㉔B INSTALL WHITE RIGHT EDGE LINE (DETAIL 27B) PER CALTRANS STD. PLAN RSP A20B
- ㉔B INSTALL YELLOW MEDIAN ISLAND LINES (DETAIL 28) PER CALTRANS STD. PLAN A20B
- ㉔B INSTALL YELLOW MEDIAN ISLANDS (DETAIL 29) PER CALTRANS STD. PLAN RSP A20B
- ㉔B INSTALL WHITE CHANNELIZING LINE (DETAIL 38) PER CALTRANS REVISED STD. PLAN RSP A20D
- ㉔B INSTALL WHITE BIKE LANE LINE (DETAIL 39) PER CALTRANS REVISED STD. PLAN RSP A20D
- ㉔B INSTALL WHITE LANE LINE EXTENSION (DETAIL 40) PER CALTRANS REVISED STD. PLAN RSP A20D
- ㉔B INSTALL WHITE LANE LINE EXTENSION (DETAIL 41) PER CALTRANS REVISED STD. PLAN RSP A20D

**SIGNING AND MARKING NOTES**

- 1 INSTALL WHITE THERMOPLASTIC CONTINENTAL CROSSWALK PER DETAIL ON SHEET 53.
- 2 INSTALL 12" WHITE THERMOPLASTIC LIMIT LINE AS SHOWN ON PLAN.
- 5 INSTALL BROKEN YELLOW SHARED USE PATH CENTERLINE PER MUTCD FIGURE 9C-2A.
- 6 INSTALL THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STANDARD PLAN. SEE LEGEND ON THIS SHEET.
- 7 INSTALL ANGLED PARKING STALL PER DETAIL ON SHEET 53.
- 8 INSTALL YELLOW SHUR-CURB BOLTED POST DELINEATORS OR APPROVED EQUAL AT 10' INTERVALS O.C. AS SHOWN ON PLANS. SEE BUFFER/DELINEATOR DETAIL ON SHEET 57
- 10 MATCH EXISTING STRIPING
- 13 INSTALL 6" YELLOW DIAGONAL MARKING AT 45° AND 10 FEET CENTER TO CENTER
- 14 EXISTING SIGN TO REMAIN
- 15 REMOVE AND SALVAGE EXISTING SIGN
- 18 INSTALL NEW SIGN ON EXISTING POST
- 19 REMOVE AND REPLACE SIGN PER PLAN
- 20 INSTALL RED PAINTED CURB PER PLAN
- 21 INSTALL PED BARRICADE PER CITY OF SAN DIEGO STD DWG SDG-141
- 22 INSTALL 24" LIMIT LINE AS SHOWN ON PLANS
- 23 FURNISH AND INSTALL NEW SIGN ON BREAK-AWAY POST PER CITY STANDRAD DRAWING NO. 112-S-B
- 24 INSTALL HIGHWAY-RAIL GRADE CROSSING PAVEMENT MARKING PER MUTCD FIGURE 8B-7
- 25 FURNISH AND INSTALL 6" WIDE WHITE 2-COAT PAINT DIAGONAL MARKINGS AT 45° AND 12' SPACING CENTER TO CENTER.
- 28 DIAGONAL NO PARKING ZONE STRIPING PER DETAIL ON SHEET 58
- 29 FURNISH AND INSTALL NEW SIGN MOUNTED ON RETAINING WALL.
- 33 PAINT EXISTING CURB RED
- 35 FURNISH AND INSTALL NEW SIGN ON WOOD POST PER CALTRANS STD. PLAN RS2
- 39 RAILROAD CROSSING SYMBOL (THERMOPLASTIC) PER CTSP A24B
- 42 INSTALL 24" WHITE THERMOPLASTIC LIMIT LINE AS SHOWN ON PLAN.
- 44 REPLACE EXISING RR FLASHERS WITH NEW LED RR FLASHERS BY BNSF FORCES
- 45 INSTALL DOUBLE SIDED R15-8 PER MUTCD FIGURE 8C-4, HEIGHT = 7' BY BNSF FORCES



**GENERAL IMPROVEMENT NOTES**

1. SEE TRAFFIC SIGNAL PLANS FOR REMOVAL RELOCATION AND/OR ADJUSTMENTS OF TRAFFIC RELATED IMPROVEMENTS.
2. SEE PLANTING AND IRRIGATION PLANS FOR REMOVALS, RELOCATIONS AND/OR ADJUSTMENTS OF LANDSCAPE AND IRRIGATION RELATED IMPROVEMENTS.

**DECLARATION OF RESPONSIBLE CHARGE**  
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 MATTHEW B. CAPUZZI, 69815 \_\_\_\_\_ DATE \_\_\_\_\_



**CITY OF NATIONAL CITY**  
 1337 INCORPORATED  
 PLANS FOR THE IMPROVEMENTS OF:  
**BAYSHORE BIKEWAY SEGMENT 5**  
**SIGNING AND STRIPING PLANS**  
**CITY OF NATIONAL CITY**  
 ROBERTO YANO RCE# 56292  
 DIRECTOR OF PUBLIC WORKS/CITY ENGINEER  
 DATE \_\_\_\_\_  
 OIP NO. 19-20  
 SHEET 63 OF 117 SHEETS  
 XXXX-XX-####

Exhibit A

100% IMPROVEMENT PLANS - CITY OF NATIONAL CITY - BAYSHORE BIKEWAY SEGMENT 5

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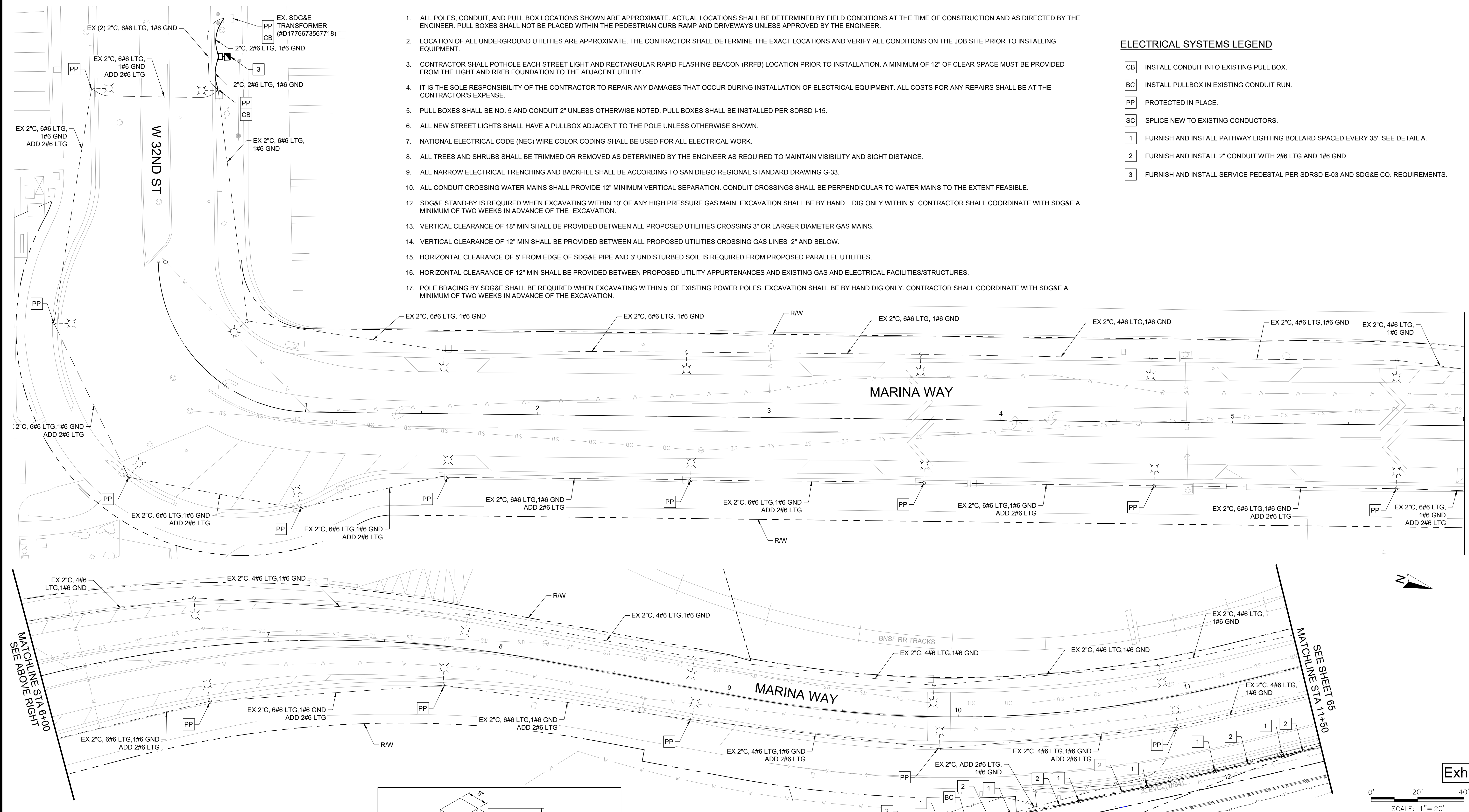
ENGINEERING DEPARTMENT	AS-BUILT	DATE	APPROVED	BY
	REVISIONS			
CONSTRUCTION SURVEYOR	NAME	COMPANY	SIGNATURE	
	NAME	COMPANY	SIGNATURE	
CONSTRUCTION RECORDS	DATE STARTED	INSPECTOR	DATE COMPLETED	
	SURVEYOR	BENCHMARK	HORIZONTAL CONTROL	

LIGHTING AND ELECTRICAL GENERAL NOTES:

- ALL POLES, CONDUIT, AND PULL BOX LOCATIONS SHOWN ARE APPROXIMATE. ACTUAL LOCATIONS SHALL BE DETERMINED BY FIELD CONDITIONS AT THE TIME OF CONSTRUCTION AND AS DIRECTED BY THE ENGINEER. PULL BOXES SHALL NOT BE PLACED WITHIN THE PEDESTRIAN CURB RAMP AND DRIVEWAYS UNLESS APPROVED BY THE ENGINEER.
- LOCATION OF ALL UNDERGROUND UTILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS AND VERIFY ALL CONDITIONS ON THE JOB SITE PRIOR TO INSTALLING EQUIPMENT.
- CONTRACTOR SHALL POTHOLE EACH STREET LIGHT AND RECTANGULAR RAPID FLASHING BEACON (RRFB) LOCATION PRIOR TO INSTALLATION. A MINIMUM OF 12" OF CLEAR SPACE MUST BE PROVIDED FROM THE LIGHT AND RRFB FOUNDATION TO THE ADJACENT UTILITY.
- IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR ANY DAMAGES THAT OCCUR DURING INSTALLATION OF ELECTRICAL EQUIPMENT. ALL COSTS FOR ANY REPAIRS SHALL BE AT THE CONTRACTOR'S EXPENSE.
- PULL BOXES SHALL BE NO. 5 AND CONDUIT 2" UNLESS OTHERWISE NOTED. PULL BOXES SHALL BE INSTALLED PER SDRSD I-15.
- ALL NEW STREET LIGHTS SHALL HAVE A PULLBOX ADJACENT TO THE POLE UNLESS OTHERWISE SHOWN.
- NATIONAL ELECTRICAL CODE (NEC) WIRE COLOR CODING SHALL BE USED FOR ALL ELECTRICAL WORK.
- ALL TREES AND SHRUBS SHALL BE TRIMMED OR REMOVED AS DETERMINED BY THE ENGINEER AS REQUIRED TO MAINTAIN VISIBILITY AND SIGHT DISTANCE.
- ALL NARROW ELECTRICAL TRENCHING AND BACKFILL SHALL BE ACCORDING TO SAN DIEGO REGIONAL STANDARD DRAWING G-33.
- ALL CONDUIT CROSSING WATER MAINS SHALL PROVIDE 12" MINIMUM VERTICAL SEPARATION. CONDUIT CROSSINGS SHALL BE PERPENDICULAR TO WATER MAINS TO THE EXTENT FEASIBLE.
- SDG&E STAND-BY IS REQUIRED WHEN EXCAVATING WITHIN 10' OF ANY HIGH PRESSURE GAS MAIN. EXCAVATION SHALL BE BY HAND DIG ONLY WITHIN 5'. CONTRACTOR SHALL COORDINATE WITH SDG&E A MINIMUM OF TWO WEEKS IN ADVANCE OF THE EXCAVATION.
- VERTICAL CLEARANCE OF 18" MIN SHALL BE PROVIDED BETWEEN ALL PROPOSED UTILITIES CROSSING 3" OR LARGER DIAMETER GAS MAINS.
- VERTICAL CLEARANCE OF 12" MIN SHALL BE PROVIDED BETWEEN ALL PROPOSED UTILITIES CROSSING GAS LINES 2" AND BELOW.
- HORIZONTAL CLEARANCE OF 5' FROM EDGE OF SDG&E PIPE AND 3' UNDISTURBED SOIL IS REQUIRED FROM PROPOSED PARALLEL UTILITIES.
- HORIZONTAL CLEARANCE OF 12" MIN SHALL BE PROVIDED BETWEEN PROPOSED UTILITY APPURTENANCES AND EXISTING GAS AND ELECTRICAL FACILITIES/STRUCTURES.
- POLE BRACING BY SDG&E SHALL BE REQUIRED WHEN EXCAVATING WITHIN 5' OF EXISTING POWER POLES. EXCAVATION SHALL BE BY HAND DIG ONLY. CONTRACTOR SHALL COORDINATE WITH SDG&E A MINIMUM OF TWO WEEKS IN ADVANCE OF THE EXCAVATION.

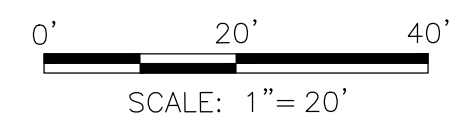
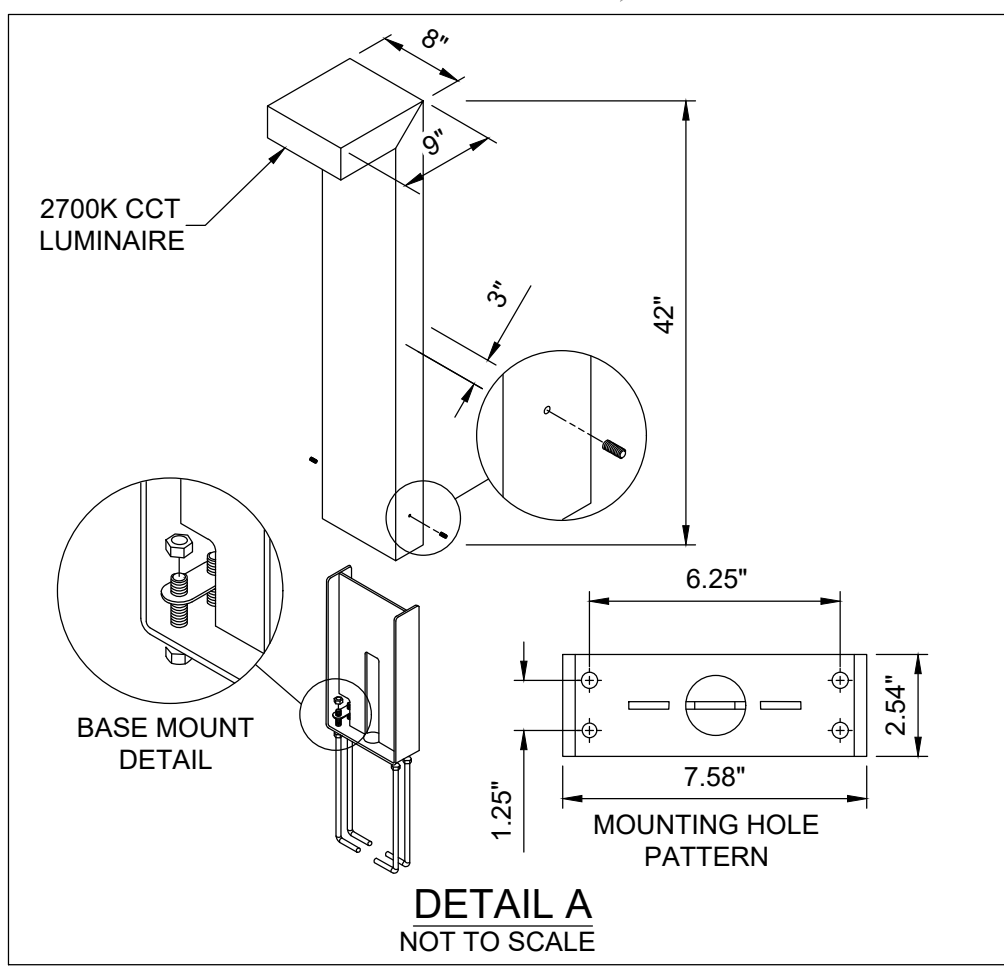
ELECTRICAL SYSTEMS LEGEND

- INSTALL CONDUIT INTO EXISTING PULL BOX.
- INSTALL PULLBOX IN EXISTING CONDUIT RUN.
- PROTECTED IN PLACE.
- SPLICE NEW TO EXISTING CONDUCTORS.
- FURNISH AND INSTALL PATHWAY LIGHTING BOLLARD SPACED EVERY 35'. SEE DETAIL A.
- FURNISH AND INSTALL 2" CONDUIT WITH 2#6 LTG AND 1#6 GND.
- FURNISH AND INSTALL SERVICE PEDESTAL PER SDRSD E-03 AND SDG&E CO. REQUIREMENTS.



**LEGEND**

- PULLBOX
- EXISTING ELECTROLIER MAST ARM
- CONDUIT
- EXISTING CONDUIT
- LIGHTING BOLLARD



DECLARATION OF RESPONSIBLE CHARGE

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MATHEW B. CAPUZZI, 69815 \_\_\_\_\_ DATE \_\_\_\_\_

**NATIONAL CITY**  
1937 INCORPORATED

PLANS FOR THE IMPROVEMENTS OF:  
**BAYSHORE BIKEWAY SEGMENT 5**  
LIGHTING AND ELECTRICAL PLANS

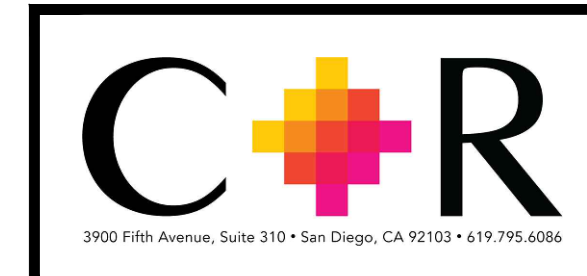
**CITY OF NATIONAL CITY**

ROBERTO YANO RCE# 56292  
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

CIP NO. 19-20

SHEET 64 OF 117 SHEETS

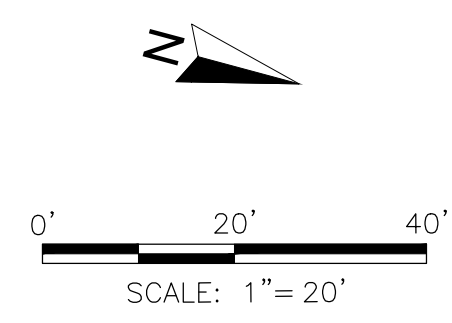
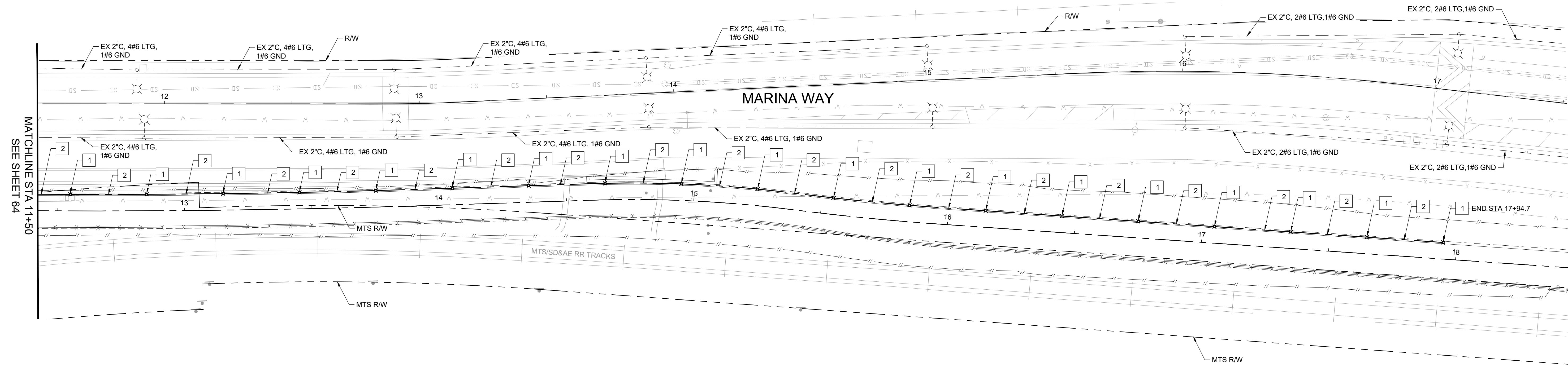
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100% IMPROVEMENT PLANS - CITY OF NATIONAL CITY - BAYSHORE BIKEWAY SEGMENT 5

**ELECTRICAL SYSTEMS LEGEND**

- BC INSTALL PULLBOX IN EXISTING CONDUIT RUN.
- PP PROTECTED IN PLACE.
- SC SPLICE NEW TO EXISTING CONDUCTORS.
- 1 FURNISH AND INSTALL PATHWAY LIGHTING BOLLARD SPACED EVERY 35'. SEE DETAIL A.
- 2 FURNISH AND INSTALL 2" CONDUIT WITH 2#6 LTG AND 1#6 GND.



**LEGEND**

- PULLBOX
- EXISTING ELECTROLIER MAST ARM
- CONDUIT
- EXISTING CONDUIT
- LIGHTING BOLLARD

SURVEYOR: BENCHMARK: HORIZONTAL CONTROL:	CONSTRUCTION RECORDS DATE STARTED: INSPECTOR: DATE COMPLETED:	GEOTECHNICAL OF RECORD NAME COMPANY SIGNATURE	CONSTRUCTION SURVEYOR NAME COMPANY SIGNATURE	ENGINEERING DEPARTMENT AS-BUILT REVISIONS
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PLANS FOR THE IMPROVEMENTS OF:

**BAYSHORE BIKEWAY SEGMENT 5**

**LIGHTING AND ELECTRICAL PLANS**

**CITY OF NATIONAL CITY**

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ROBERTO YANO RCE# 56292 \_\_\_\_\_ DATE \_\_\_\_\_  
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

CIP NO. 19-20

SHEET 65 OF 117 SHEETS XXXX-XX-65D

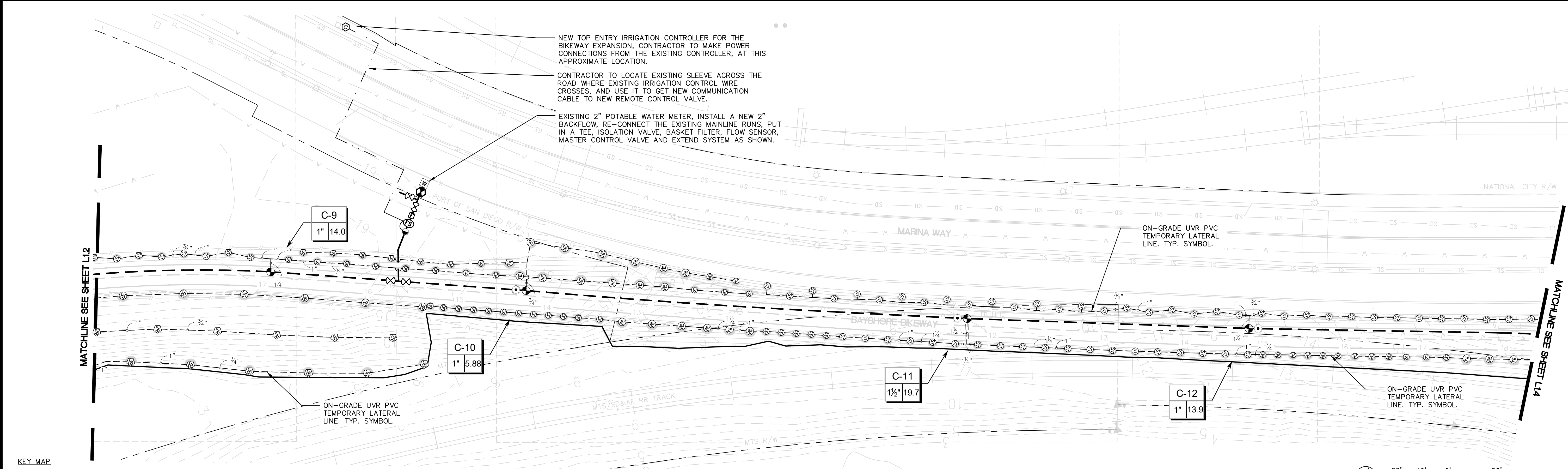
Exhibit A

100% IMPROVEMENT PLANS - CITY OF NATIONAL CITY - BAYSHORE BIKEWAY SEGMENT 5

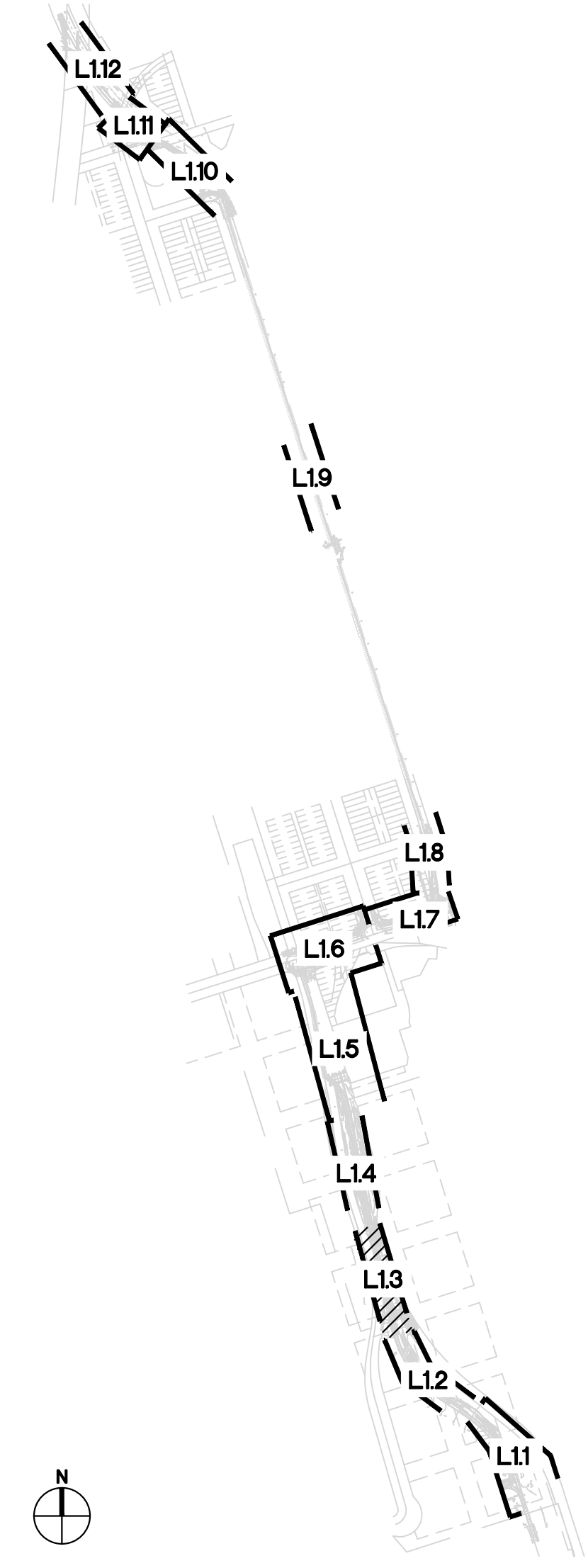
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SURVEYOR: BENCHMARK:	CONSTRUCTION RECORDS	DATE STARTED:	INSPECTOR:	DATE COMPLETED:
HORIZONTAL CONTROL:	CONSTRUCTION SURVEYOR	NAME	COMPANY	SIGNATURE
ENGINEERING DEPARTMENT	AS-BUILT	DATE	DATE	DATE
REVISIONS	BY	DATE	DATE	DATE



KEY MAP



**IRRIGATION CONSTRUCTION NOTES:**

- 1 IRRIGATION CONTROLLER:  
120 VAC POWER TO BE OBTAINED FROM THE EXISTING CONTROLLER. CONTRACTOR SHALL ROUTE POWER CABLE TO CONTROLLER IN PVC CONDUIT AND MAKE PERMANENT CONNECTION TO THE CONTROLLER. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING ORDINANCE AND/OR LOCAL CODE. THIS WORK TO INCLUDE CERTIFICATION FROM IMPERIAL TECHNICAL SERVICES EVIDENCE OF PROPER FUNCTION OF CONTROLS WITH FLOW SENSING AND MASTER CONTROL VALVE REACTION, OF WEATHER SENSING AND SCHEDULE ADJUSTMENT REACTION. FINAL INSTALLATION WILL BE COMPLETED TO THE SATISFACTION OF THE CITY OF NATIONAL CITY.
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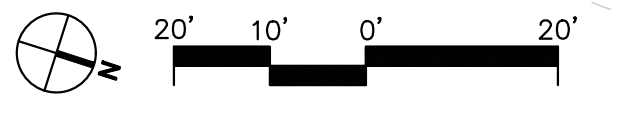
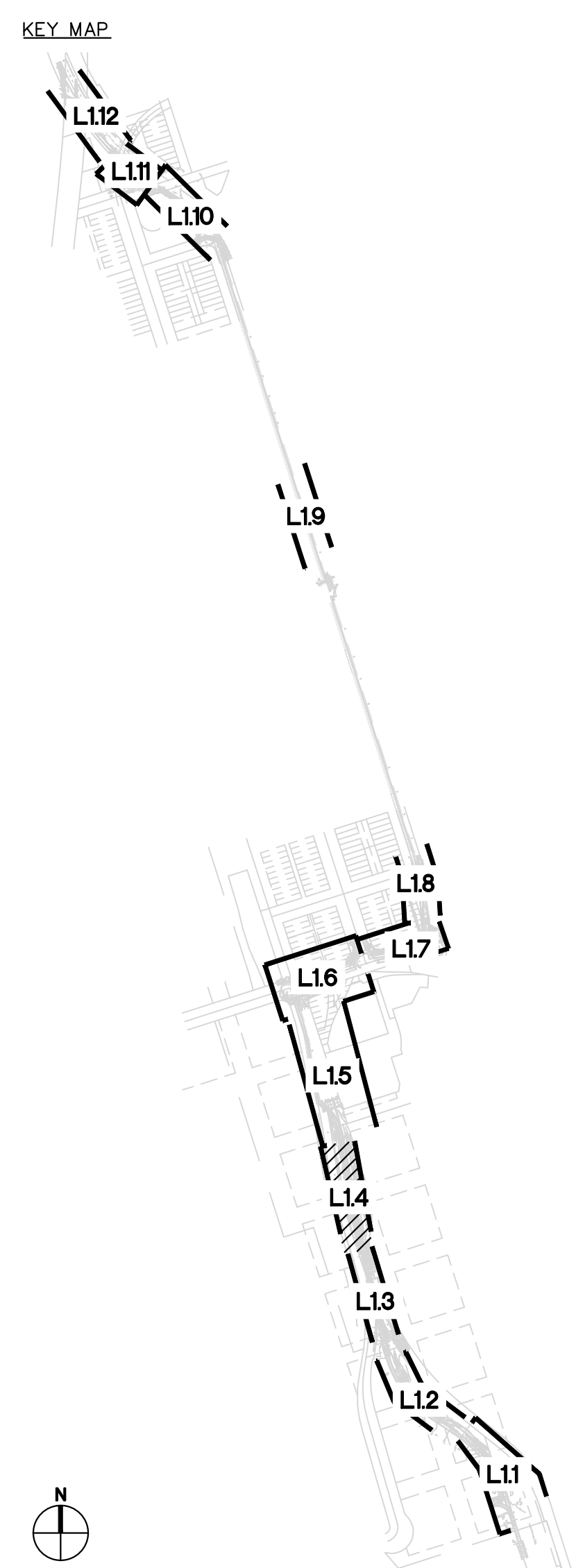
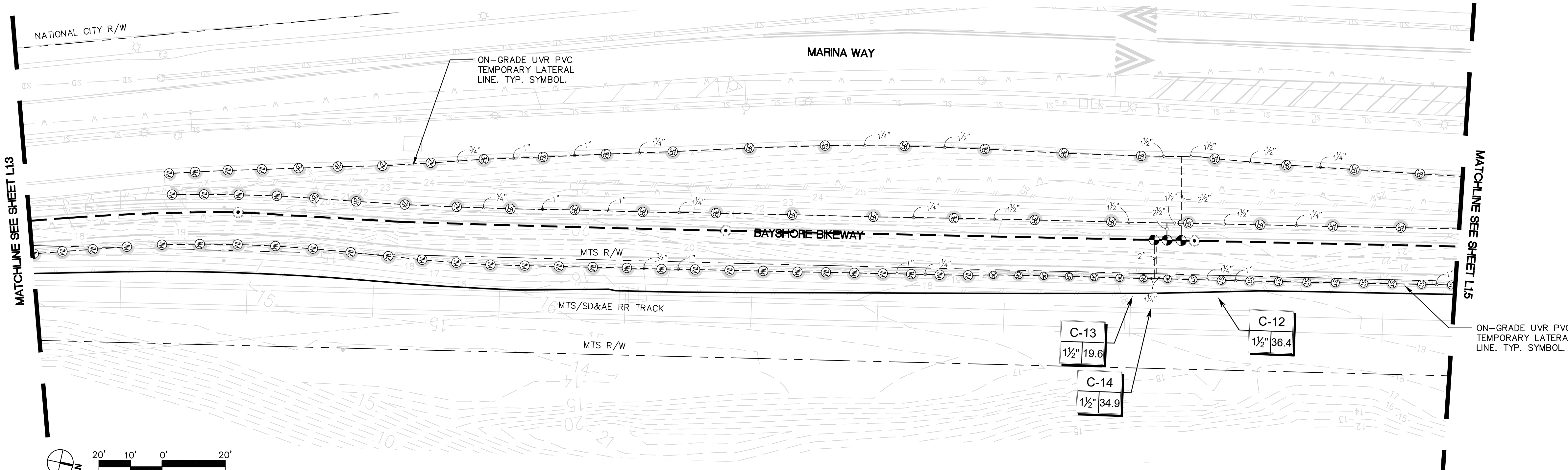


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SURVEYOR:	CONSTRUCTION RECORDS	
	DATE STARTED:	DATE COMPLETED:
BENCHMARK:	INSPECTOR:	HORIZONTAL CONTROL:
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NAME	COMPANY	SIGNATURE
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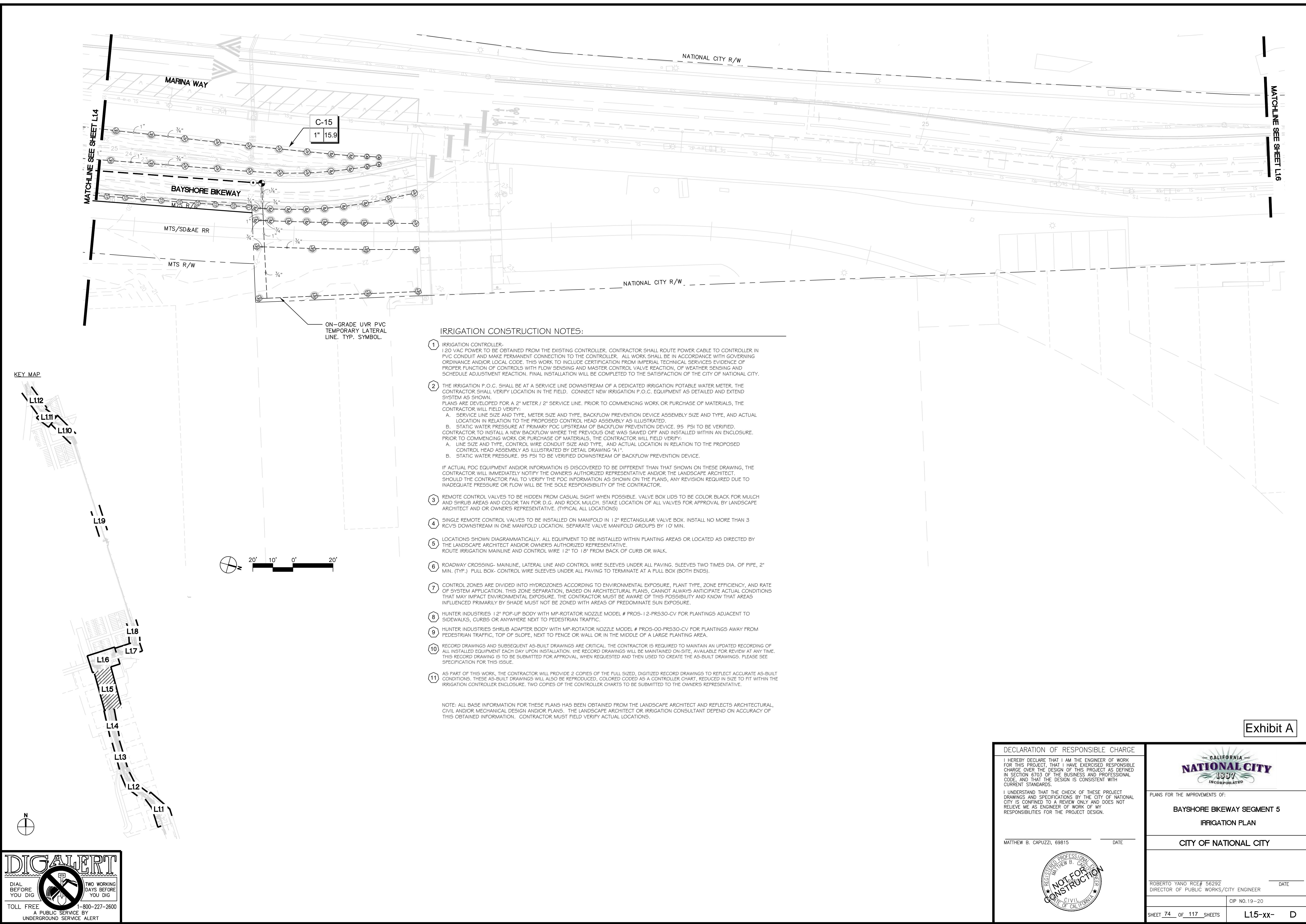
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ROBERTO YANO RCE# 56292 _____ DATE _____ DIRECTOR OF PUBLIC WORKS/CITY ENGINEER SHEET 73 OF 117 SHEETS <b>L14-xx-</b> D		

SURVEYOR: BENCHMARK: HORIZONTAL CONTROL:	CONSTRUCTION RECORDS	
	DATE STARTED:	INSPECTOR: DATE COMPLETED:
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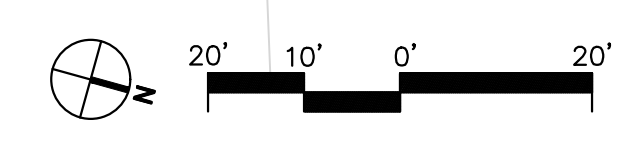
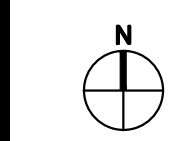
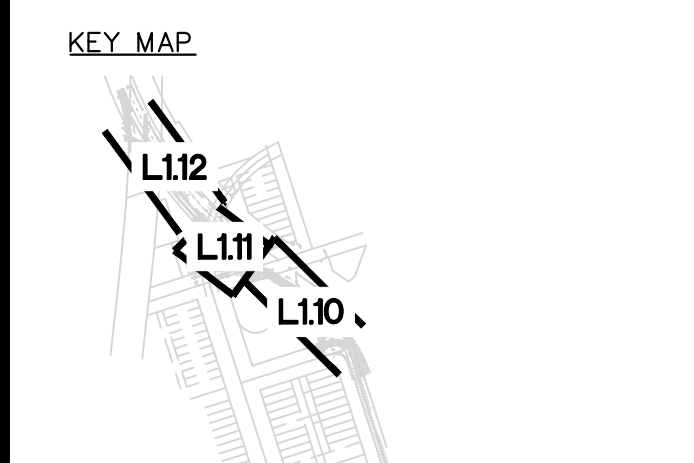
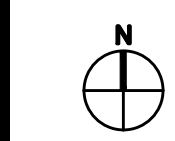
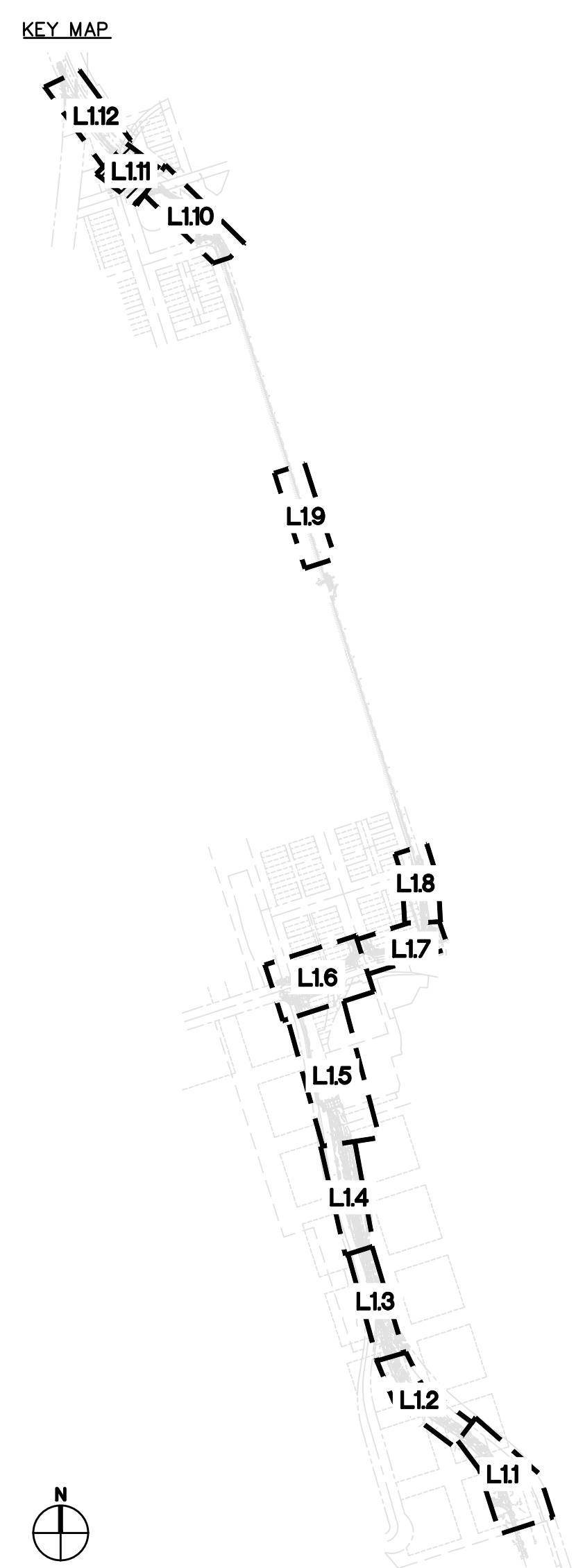


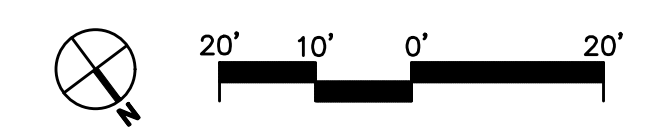
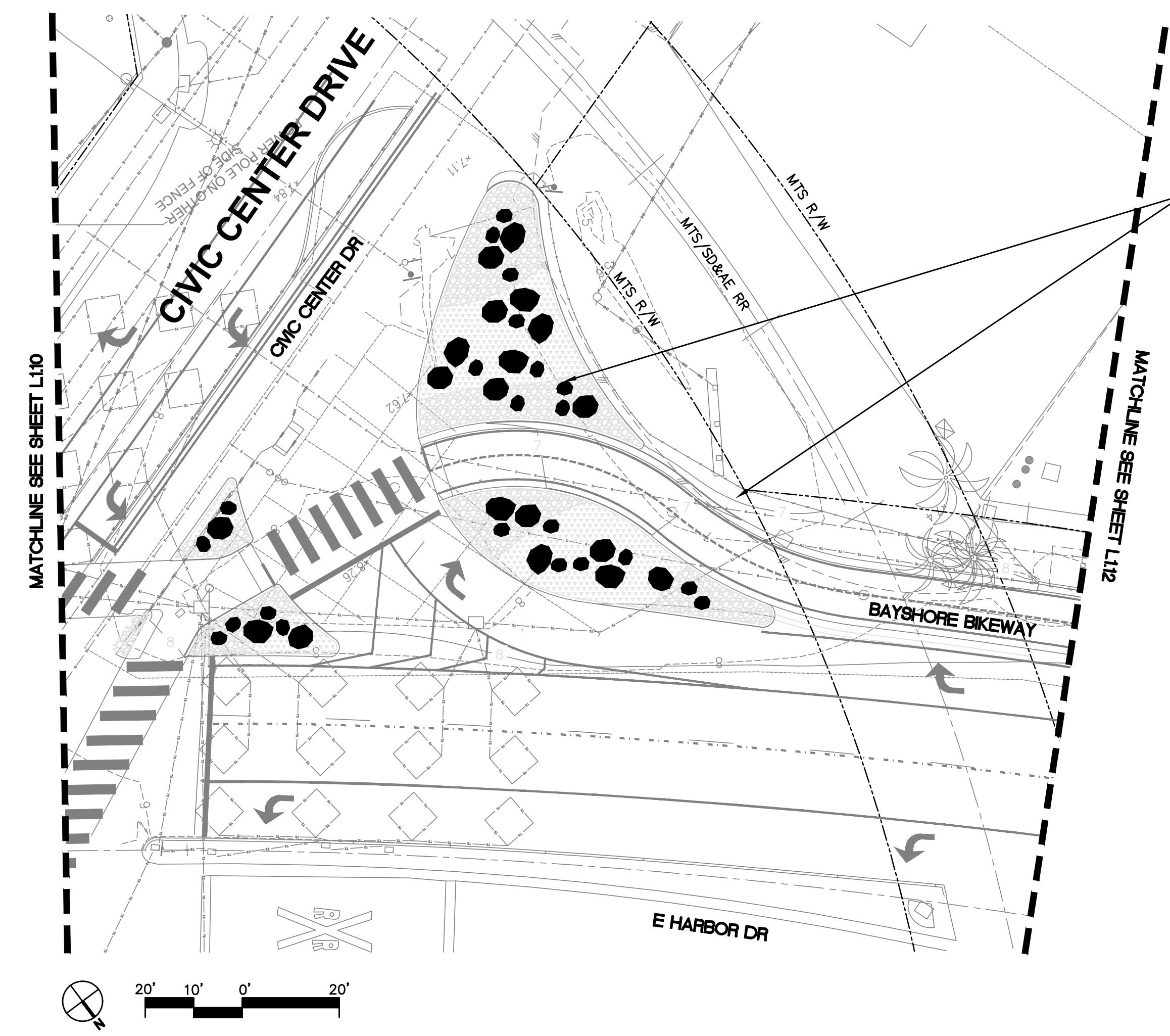
Exhibit A

<b>DECLARATION OF RESPONSIBLE CHARGE</b> I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THIS PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONAL CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF THESE PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF NATIONAL CITY IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR THE PROJECT DESIGN. _____ DATE MATTHEW B. CAPUZZI, 69815		 PLANS FOR THE IMPROVEMENTS OF: <b>BAYSHORE BIKEWAY SEGMENT 5</b> <b>IRRIGATION PLAN</b> <b>CITY OF NATIONAL CITY</b>
 ROBERTO YANO RCE# 56292 DIRECTOR OF PUBLIC WORKS/CITY ENGINEER _____ DATE CIP NO. 19-20 SHEET 74 OF 117 SHEETS      L15-xx- D		

ENGINEERING DEPARTMENT	BY	APPROVED	DATE
	AS-BUILT		
REVISIONS			
CONSTRUCTION SURVEYOR		CONSTRUCTION RECORDS	
NAME	COMPANY	DATE STARTED	
SIGNATURE		INSPECTOR	
		DATE COMPLETED	
GEO-TECHNICAL OF RECORD		SURVEYOR:	
NAME	COMPANY	BENCHMARK:	
SIGNATURE		HORIZONTAL CONTROL:	



**DIGALERT**  
 DIAL BEFORE YOU DIG  
 NO WORKING DAYS BEFORE YOU DIG  
 TOLL FREE 1-800-227-2600  
 A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT



NO PLANTING OR IRRIGATION IN THESE AREAS. THE CONTRACTOR SHALL VERIFY THERE ARE NO ACTIVE OR CHARGED SYSTEMS, IF ANY ARE FOUND, INFORM THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S REPRESENTATIVE.

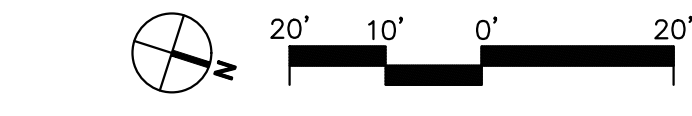
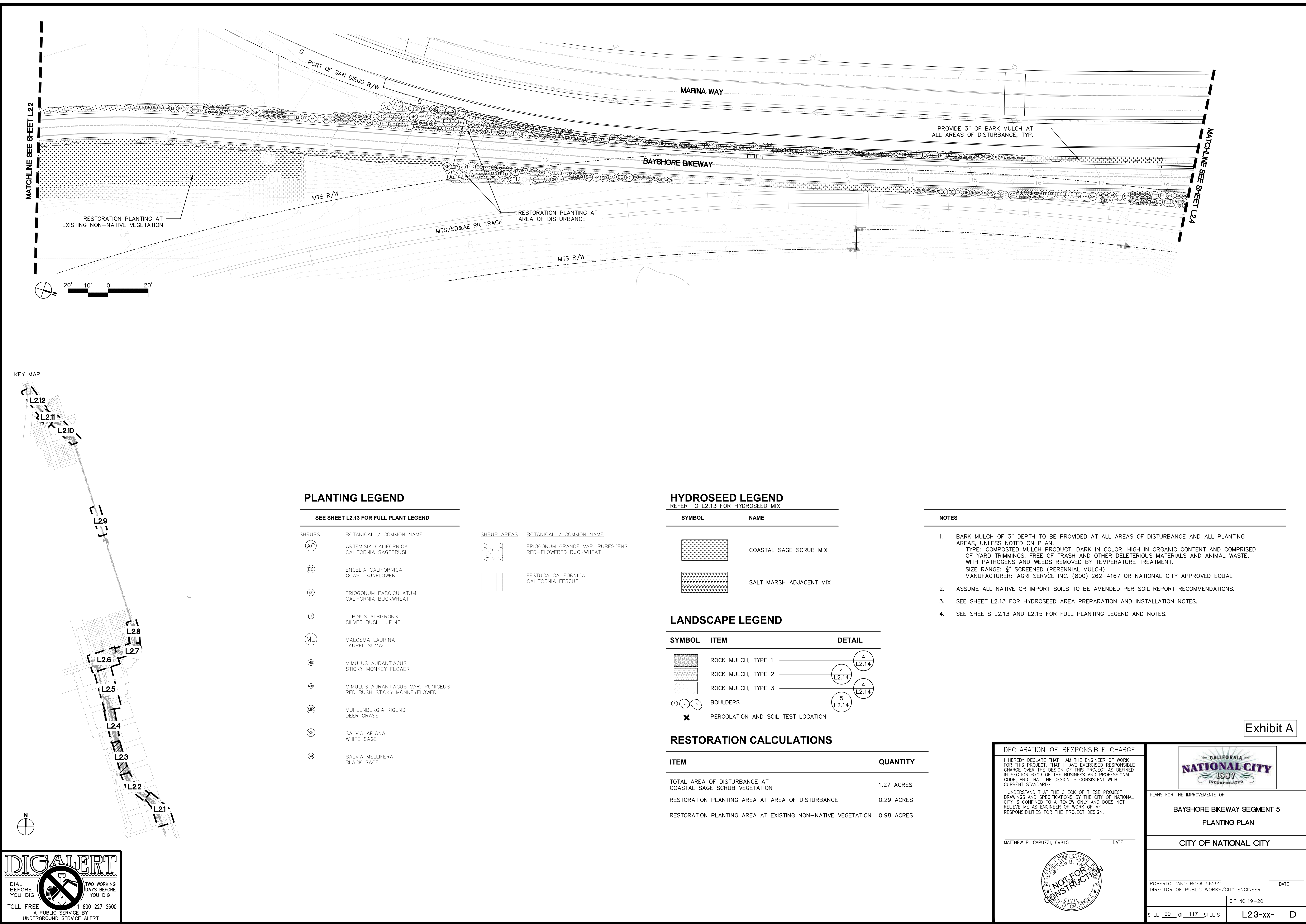
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 MATTHEW B. CAPUZZI, 69815 DATE \_\_\_\_\_  
 REGISTERED PROFESSIONAL ENGINEER  
 MATTHEW B. CAPUZZI  
 CIVIL  
 STATE OF CALIFORNIA  
 NOT FOR CONSTRUCTION

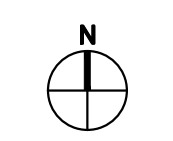
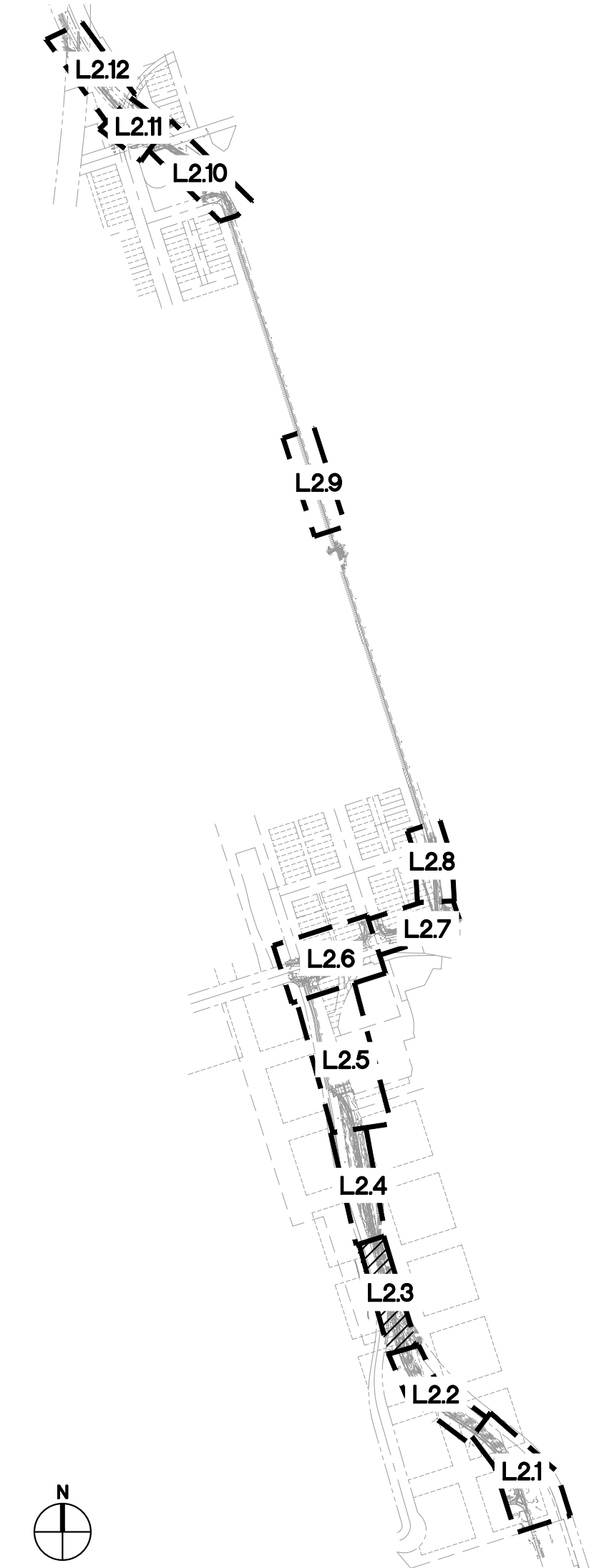
**CITY OF NATIONAL CITY**  
 1337 INCORPORATED  
 PLANS FOR THE IMPROVEMENTS OF:  
**BAYSHORE BIKEWAY SEGMENT 5**  
 IRRIGATION PLAN  
 CITY OF NATIONAL CITY  
 ROBERTO YANO RCE# 56292 DATE \_\_\_\_\_  
 DIRECTOR OF PUBLIC WORKS/CITY ENGINEER  
 CIP NO. 19-20  
 SHEET 80 OF 117 SHEETS L11-xx- D



SURVEYOR:	BENCHMARK:
	HORIZONTAL CONTROL:
CONSTRUCTION RECORDS	DATE STARTED:
	INSPECTOR:
DATE STARTED:	DATE COMPLETED:
	DATE COMPLETED:
CONSTRUCTION SURVEYOR	NAME
	COMPANY
CONSTRUCTION SURVEYOR	NAME
	COMPANY
DATE	DATE
	DATE
BY	APPROVED
	DATE
AS-BUILT	DATE
	DATE
REVISIONS	DATE
	DATE



KEY MAP



**PLANTING LEGEND**

SEE SHEET L2.13 FOR FULL PLANT LEGEND

SHRUBS	BOTANICAL / COMMON NAME	SHRUB AREAS	BOTANICAL / COMMON NAME
(AC)	ARTEMISIA CALIFORNICA CALIFORNIA SAGEBRUSH	[Symbol]	ERIOGONUM GRANDE VAR. RUBESCENS RED-FLOWERED BUCKWHEAT
(EC)	ENCELIA CALIFORNICA COAST SUNFLOWER	[Symbol]	FESTUCA CALIFORNICA CALIFORNIA FESCUE
(EP)	ERIOGONUM FASCICULATUM CALIFORNIA BUCKWHEAT		
(EP)	LUPINUS ALBIFRONS SILVER BUSH LUPINE		
(ML)	MALOSMA LAURINA LAUREL SUMAC		
(M)	MIMULUS AURANTIACUS STICKY MONKEY FLOWER		
(M)	MIMULUS AURANTIACUS VAR. PUNICEUS RED BUSH STICKY MONKEYFLOWER		
(MR)	MUHLENBERGIA RICENS DEER GRASS		
(SP)	SALVIA APIANA WHITE SAGE		
(M)	SALVIA MELLIFERA BLACK SAGE		

**HYDROSEED LEGEND**

REFER TO L2.13 FOR HYDROSEED MIX

SYMBOL	NAME
[Symbol]	COASTAL SAGE SCRUB MIX
[Symbol]	SALT MARSH ADJACENT MIX

**LANDSCAPE LEGEND**

SYMBOL	ITEM	DETAIL
[Symbol]	ROCK MULCH, TYPE 1	4 (L2.14)
[Symbol]	ROCK MULCH, TYPE 2	4 (L2.14)
[Symbol]	ROCK MULCH, TYPE 3	4 (L2.14)
[Symbol]	BOULDERS	5 (L2.14)
[Symbol]	PERCOLATION AND SOIL TEST LOCATION	

**RESTORATION CALCULATIONS**

ITEM	QUANTITY
TOTAL AREA OF DISTURBANCE AT COASTAL SAGE SCRUB VEGETATION	1.27 ACRES
RESTORATION PLANTING AREA AT AREA OF DISTURBANCE	0.29 ACRES
RESTORATION PLANTING AREA AT EXISTING NON-NATIVE VEGETATION	0.98 ACRES

**NOTES**

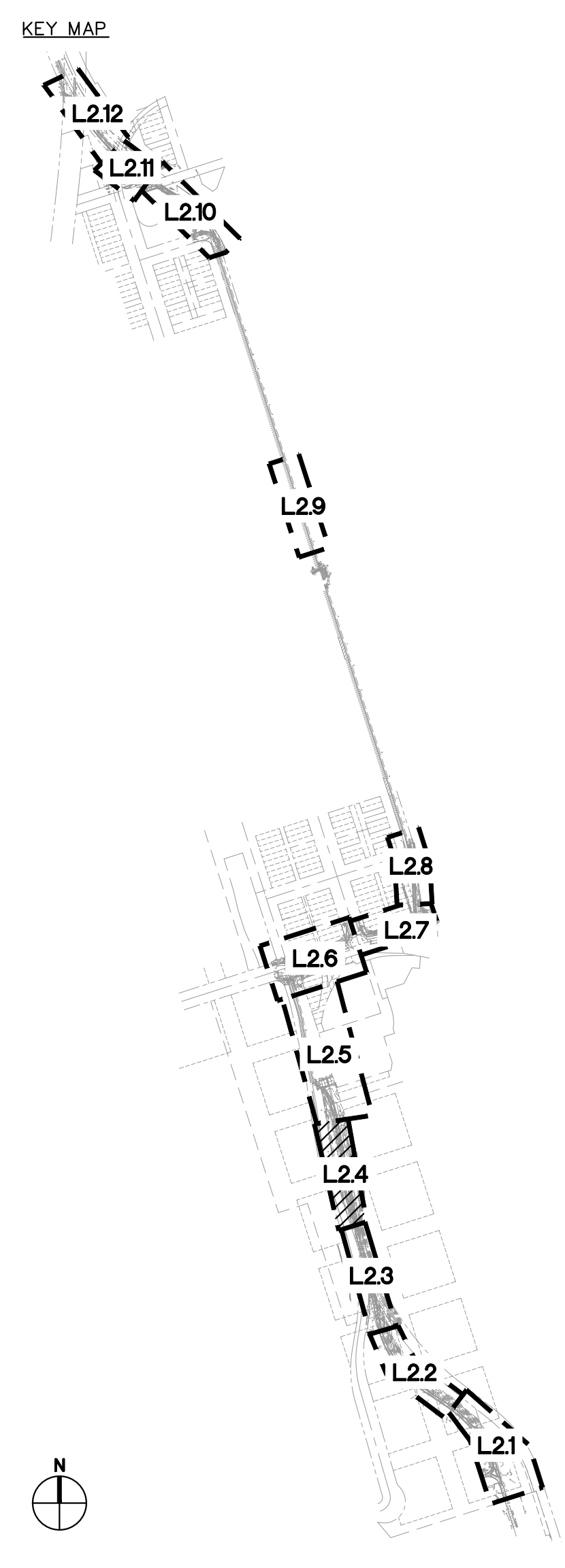
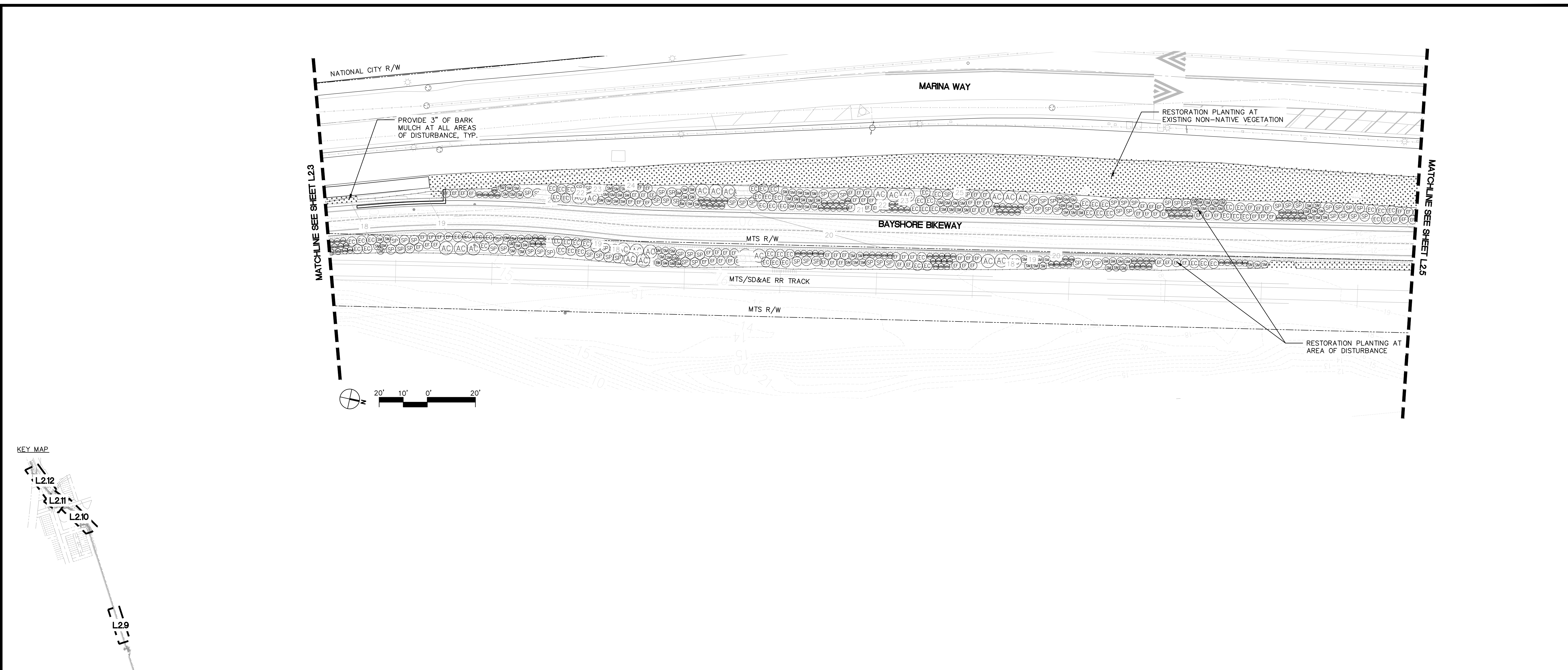
- BARK MULCH OF 3" DEPTH TO BE PROVIDED AT ALL AREAS OF DISTURBANCE AND ALL PLANTING AREAS, UNLESS NOTED ON PLAN. TYPE: COMPOSTED MULCH PRODUCT, DARK IN COLOR, HIGH IN ORGANIC CONTENT AND COMPRISED OF YARD TRIMMINGS, FREE OF TRASH AND OTHER DELETERIOUS MATERIALS AND ANIMAL WASTE, WITH PATHOGENS AND WEEDS REMOVED BY TEMPERATURE TREATMENT. SIZE RANGE: 3" SCREENED (PERENNIAL MULCH) MANUFACTURER: AGRI SERVICE INC. (800) 262-4167 OR NATIONAL CITY APPROVED EQUAL
- ASSUME ALL NATIVE OR IMPORT SOILS TO BE AMENDED PER SOIL REPORT RECOMMENDATIONS.
- SEE SHEET L2.13 FOR HYDROSEED AREA PREPARATION AND INSTALLATION NOTES.
- SEE SHEETS L2.13 AND L2.15 FOR FULL PLANTING LEGEND AND NOTES.

Exhibit A

<p>DECLARATION OF RESPONSIBLE CHARGE</p> <p>I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THIS PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONAL CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.</p> <p>I UNDERSTAND THAT THE CHECK OF THESE PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF NATIONAL CITY IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR THE PROJECT DESIGN.</p> <p>MATTHEW B. CAPUZZI, 69815 _____ DATE _____</p>		<p>PLANS FOR THE IMPROVEMENTS OF:</p> <p><b>BAYSHORE BIKEWAY SEGMENT 5</b></p> <p>PLANTING PLAN</p> <p>CITY OF NATIONAL CITY</p>
<p>ROBERTO VANO RCE# 56292 _____ DATE _____</p> <p>DIRECTOR OF PUBLIC WORKS/CITY ENGINEER</p> <p>CIP NO. 19-20</p> <p>SHEET 90 OF 117 SHEETS <b>L23-xx- D</b></p>		



SURVEYOR: BENCHMARK: HORIZONTAL CONTROL:	CONSTRUCTION RECORDS	
	DATE STARTED:	DATE COMPLETED:
CONSTRUCTION SURVEYOR	CONSTRUCTION SURVEYOR	
	NAME	SIGNATURE
ENGINEERING DEPARTMENT	ENGINEERING DEPARTMENT	
	AS-BUILT	REVISIONS



**PLANTING LEGEND**

SEE SHEET L2.13 FOR FULL PLANT LEGEND

SHRUBS	BOTANICAL / COMMON NAME
(AC)	ARTEMISIA CALIFORNICA CALIFORNIA SAGEBRUSH
(EC)	ENCELIA CALIFORNICA COAST SUNFLOWER
(EF)	ERIOGONUM FASCICULATUM CALIFORNIA BUCKWHEAT
(LF)	LUPINUS ALBIFRONS SILVER BUSH LUPINE
(ML)	MALOSMA LAURINA LAUREL SUMAC
(MH)	MIMULUS AURANTIACUS STICKY MONKEY FLOWER
(MR)	MIMULUS AURANTIACUS VAR. PUNICEUS RED BUSH STICKY MONKEYFLOWER
(MH)	MUHLBERGIA RIGENS DEER GRASS
(SP)	SALVIA APIANA WHITE SAGE
(SM)	SALVIA MELLIFERA BLACK SAGE

SHRUB AREAS	BOTANICAL / COMMON NAME
(Dotted pattern)	ERIOGONUM GRANDE VAR. RUBESCENS RED-FLOWERED BUCKWHEAT
(Grid pattern)	FESTUCA CALIFORNICA CALIFORNIA FESCUE

**HYDROSEED LEGEND**

REFER TO L2.13 FOR HYDROSEED MIX

SYMBOL	NAME
(Dotted pattern)	COASTAL SAGE SCRUB MIX
(Cross-hatched pattern)	SALT MARSH ADJACENT MIX

**LANDSCAPE LEGEND**

SYMBOL	ITEM	DETAIL
(Stippled pattern)	ROCK MULCH, TYPE 1	4 (L2.14)
(Cross-hatched pattern)	ROCK MULCH, TYPE 2	4 (L2.14)
(Diagonal lines)	ROCK MULCH, TYPE 3	4 (L2.14)
(Circle with '1')	BOULDERS	5 (L2.14)
(X)	PERCOLATION AND SOIL TEST LOCATION	

**RESTORATION CALCULATIONS**

ITEM	QUANTITY
TOTAL AREA OF DISTURBANCE AT COASTAL SAGE SCRUB VEGETATION	1.27 ACRES
RESTORATION PLANTING AREA AT AREA OF DISTURBANCE	0.29 ACRES
RESTORATION PLANTING AREA AT EXISTING NON-NATIVE VEGETATION	0.98 ACRES

**NOTES**

- BARK MULCH OF 3" DEPTH TO BE PROVIDED AT ALL AREAS OF DISTURBANCE AND ALL PLANTING AREAS, UNLESS NOTED ON PLAN.  
TYPE: COMPOSTED MULCH PRODUCT, DARK IN COLOR, HIGH IN ORGANIC CONTENT AND COMPRISED OF YARD TRIMMINGS, FREE OF TRASH AND OTHER DELETERIOUS MATERIALS AND ANIMAL WASTE, WITH PATHOGENS AND WEEDS REMOVED BY TEMPERATURE TREATMENT.  
SIZE RANGE: 3/8" SCREENED (PERENNIAL MULCH)  
MANUFACTURER: AGRI SERVICE INC. (800) 262-4167 OR NATIONAL CITY APPROVED EQUAL
- ASSUME ALL NATIVE OR IMPORT SOILS TO BE AMENDED PER SOIL REPORT RECOMMENDATIONS.
- SEE SHEET L2.13 FOR HYDROSEED AREA PREPARATION AND INSTALLATION NOTES.
- SEE SHEETS L2.13 AND L2.15 FOR FULL PLANTING LEGEND AND NOTES.

**DIGALERT**  
DIAL BEFORE YOU DIG  
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**DECLARATION OF RESPONSIBLE CHARGE**  
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MATTHEW B. CAPUZZI, 69815 DATE \_\_\_\_\_  
**NOT FOR CONSTRUCTION**  
REGISTERED PROFESSIONAL ENGINEER  
MATTHEW B. CAPUZZI  
CIVIL  
STATE OF CALIFORNIA

**Exhibit A**

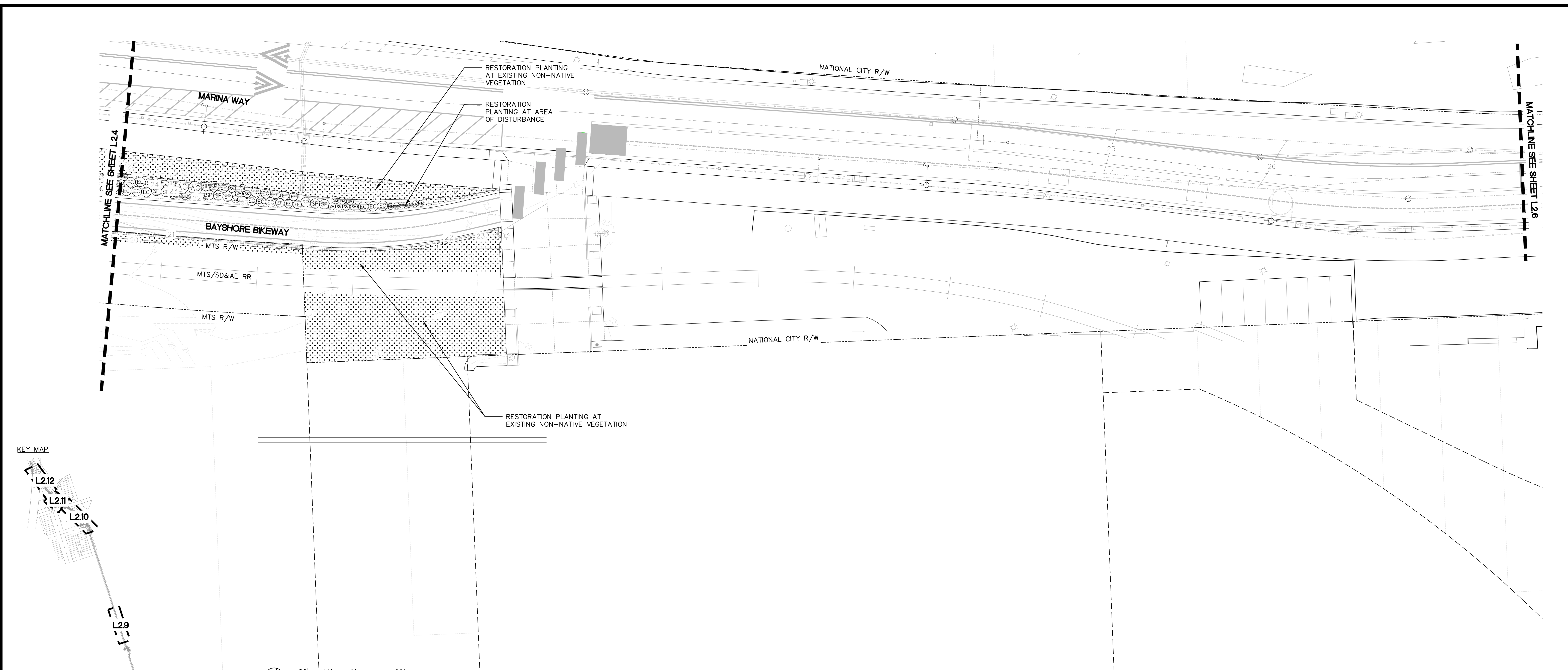
**CITY OF NATIONAL CITY**  
1837 INCORPORATED

PLANS FOR THE IMPROVEMENTS OF:  
**BAYSHORE BIKEWAY SEGMENT 5**  
PLANTING PLAN  
CITY OF NATIONAL CITY

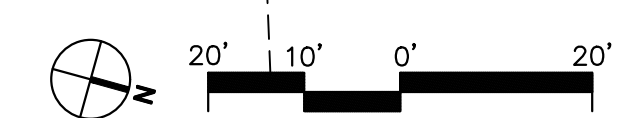
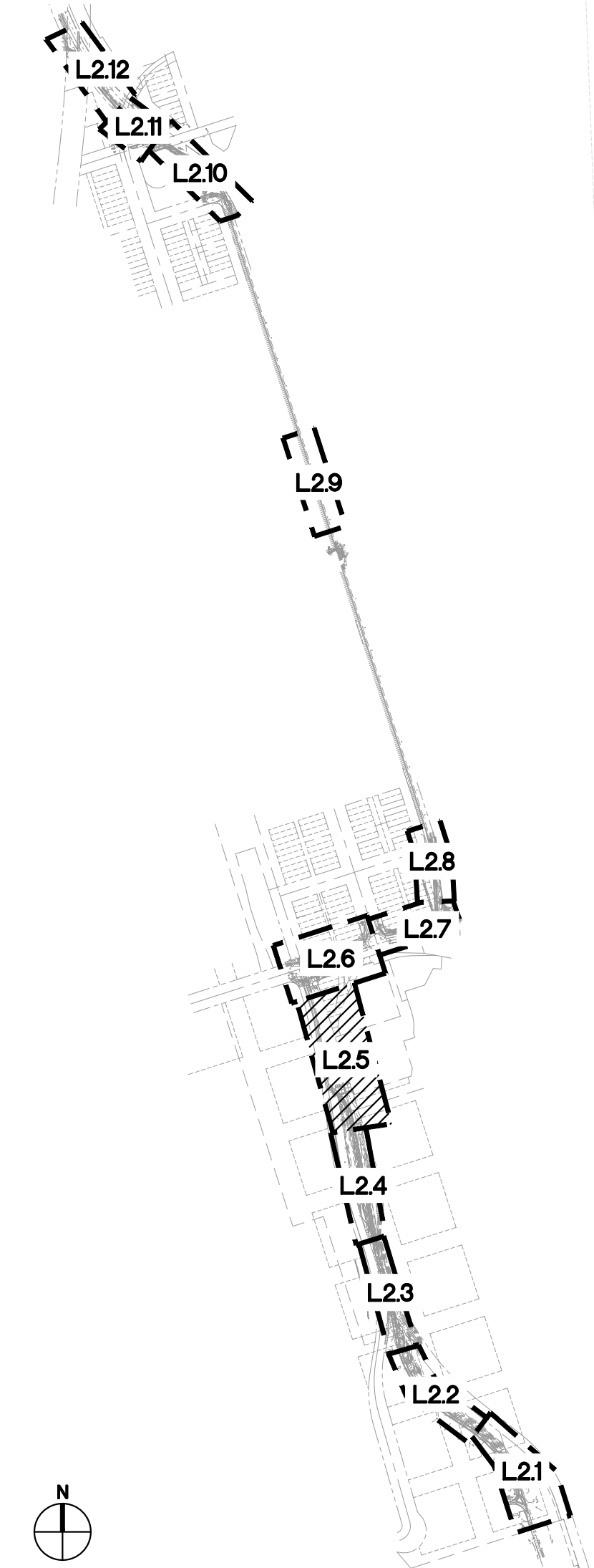
ROBERTO YANO RCE# 56292 DATE \_\_\_\_\_  
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

SHEET 91 OF 117 SHEETS  
L2.4-xx- D

SURVEYOR:	CONSTRUCTION RECORDS	
	DATE STARTED:	DATE COMPLETED:
BENCHMARK:	INSPECTOR:	HORIZONTAL CONTROL:
CONSTRUCTION SURVEYOR	GEOTECHNICAL OF RECORD	
	NAME	SIGNATURE
BY	APPROVED	DATE
AS-BUILT		
REVISIONS		



KEY MAP



PLANTING LEGEND

SEE SHEET L2.13 FOR FULL PLANT LEGEND

SHRUBS	BOTANICAL / COMMON NAME	SHRUB AREAS	BOTANICAL / COMMON NAME
(AC)	ARTEMISIA CALIFORNICA CALIFORNIA SAGEBRUSH	(Dotted pattern)	ERIOGONUM GRANDE VAR. RUBESCENS RED-FLOWERED BUCKWHEAT
(EC)	ENCELIA CALIFORNICA COAST SUNFLOWER	(Grid pattern)	FESTUCA CALIFORNICA CALIFORNIA FESCUE
(EF)	ERIOGONUM FASCICULATUM CALIFORNIA BUCKWHEAT		
(EP)	LUPINUS ALBIFRONS SILVER BUSH LUPINE		
(ML)	MALOSMA LAURINA LAUREL SUMAC		
(MH)	MIMULUS AURANTIACUS STICKY MONKEY FLOWER		
(MP)	MIMULUS AURANTIACUS VAR. PUNICEUS RED BUSH STICKY MONKEYFLOWER		
(MR)	MUHLENBERGIA RIGENS DEER GRASS		
(SP)	SALVIA APIANA WHITE SAGE		
(SM)	SALVIA MELLIFERA BLACK SAGE		

HYDROSEED LEGEND

REFER TO L2.13 FOR HYDROSEED MIX

SYMBOL	NAME
(Dotted pattern)	COASTAL SAGE SCRUB MIX
(Cross-hatched pattern)	SALT MARSH ADJACENT MIX

LANDSCAPE LEGEND

SYMBOL	ITEM	DETAIL
(Diagonal lines)	ROCK MULCH, TYPE 1	(4) L2.14
(Cross-hatched)	ROCK MULCH, TYPE 2	(4) L2.14
(Diagonal lines)	ROCK MULCH, TYPE 3	(4) L2.14
(Circle with 1)	BOULDERS	(5) L2.14
(X)	PERCOLATION AND SOIL TEST LOCATION	

RESTORATION CALCULATIONS

ITEM	QUANTITY
TOTAL AREA OF DISTURBANCE AT COASTAL SAGE SCRUB VEGETATION	1.27 ACRES
RESTORATION PLANTING AREA AT AREA OF DISTURBANCE	0.29 ACRES
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NOTES

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SIZE RANGE: 3/8" SCREENED (PERENNIAL MULCH)  
MANUFACTURER: AGRI SERVICE INC. (800) 262-4167 OR NATIONAL CITY APPROVED EQUAL
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- SEE SHEETS L2.13 AND L2.15 FOR FULL PLANTING LEGEND AND NOTES.

Exhibit A

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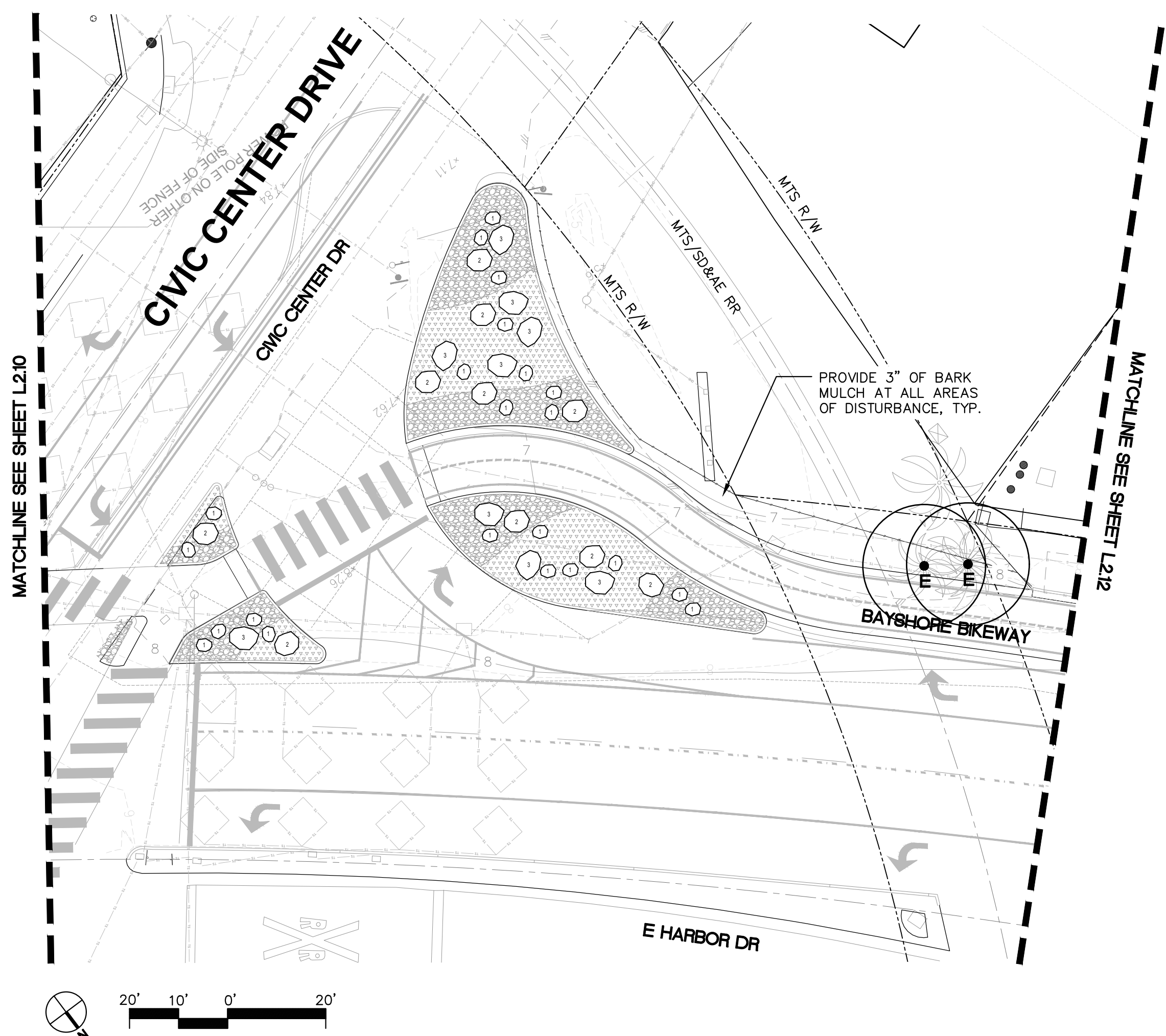
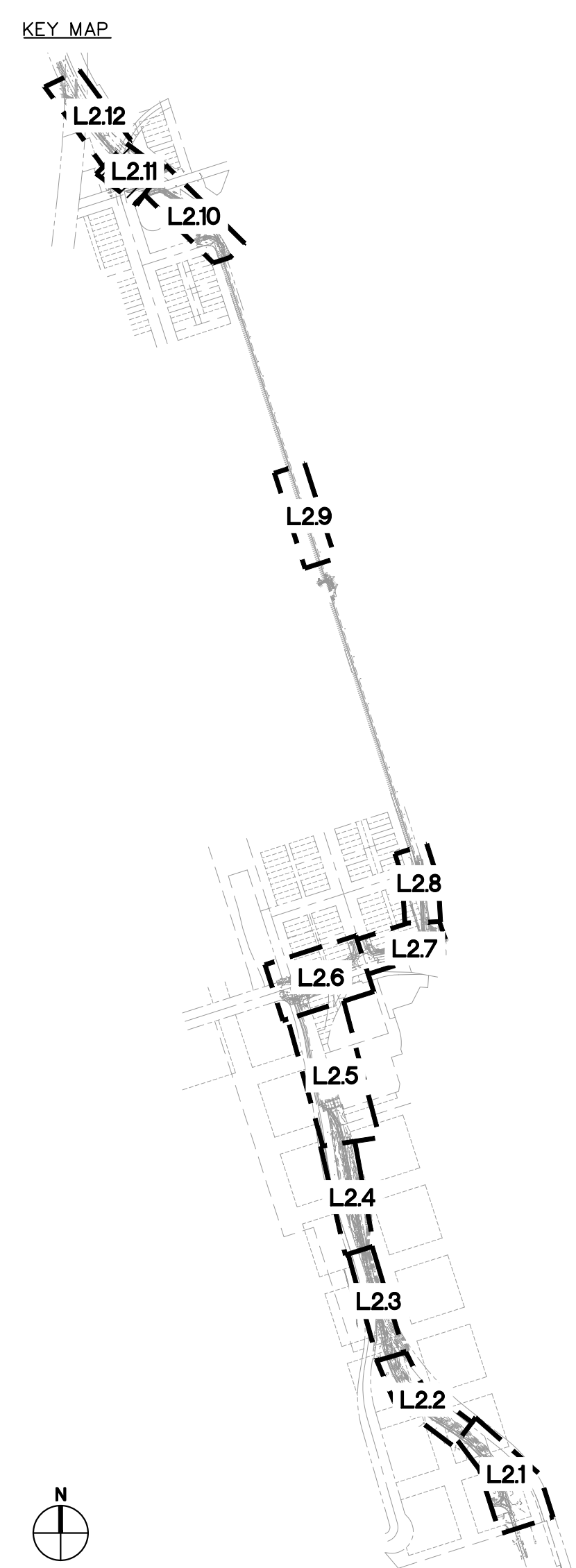
MATTHEW B. CAPUZZI, 69815 DATE



PLANS FOR THE IMPROVEMENTS OF:  
**BAYSHORE BIKEWAY SEGMENT 5**  
PLANTING PLAN  
CITY OF NATIONAL CITY

ROBERTO YANO RCE# 56292 DIRECTOR OF PUBLIC WORKS/CITY ENGINEER	DATE
SHEET 92 OF 117 SHEETS	L25-xx- D

ENGINEERING DEPARTMENT	AS-BUILT	DATE	BY	APPROVED	DATE	REVISIONS	
CONSTRUCTION SURVEYOR		CONSTRUCTION RECORDS		GEOTECHNICAL RECORD		SURVEYOR	
NAME		NAME		DATE STARTED		BENCHMARK	
COMPANY		COMPANY		INSPECTOR		HORIZONTAL CONTROL:	
SIGNATURE		SIGNATURE		DATE COMPLETED			



**PLANTING LEGEND**

SEE SHEET L2.13 FOR FULL PLANT LEGEND

SHRUBS	BOTANICAL / COMMON NAME
(AC)	ARTEMISIA CALIFORNICA CALIFORNIA SAGEBRUSH
(EC)	ENCELIA CALIFORNICA COAST SUNFLOWER
(EF)	ERIOGONUM FASCICULATUM CALIFORNIA BUCKWHEAT
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SHRUB AREAS	BOTANICAL / COMMON NAME
(Pattern)	ERIOGONUM GRANDE VAR. RUBESCENS RED-FLOWERED BUCKWHEAT
(Pattern)	FESTUCA CALIFORNICA CALIFORNIA FESCUE

**HYDROSEED LEGEND**

REFER TO L2.13 FOR HYDROSEED MIX

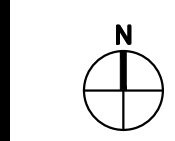
SYMBOL	NAME
(Pattern)	COASTAL SAGE SCRUB MIX
(Pattern)	SALT MARSH ADJACENT MIX

**LANDSCAPE LEGEND**

SYMBOL	ITEM	DETAIL
(Pattern)	ROCK MULCH, TYPE 1	4 (L2.14)
(Pattern)	ROCK MULCH, TYPE 2	4 (L2.14)
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(Symbol)	BOULDERS	5 (L2.14)
(Symbol)	PERCOLATION AND SOIL TEST LOCATION	

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- SEE SHEETS L2.13 AND L2.15 FOR FULL PLANTING LEGEND AND NOTES.



SEE SHEET L1.8 FOR OFFSITE BMP IRRIGATION

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MATTHEW B. CAPUZZI, 69815 DATE



PLANS FOR THE IMPROVEMENTS OF:  
**BAYSHORE BIKEWAY SEGMENT 5**  
PLANTING PLAN

CITY OF NATIONAL CITY

ROBERTO YANO RCE# 56292  
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER DATE

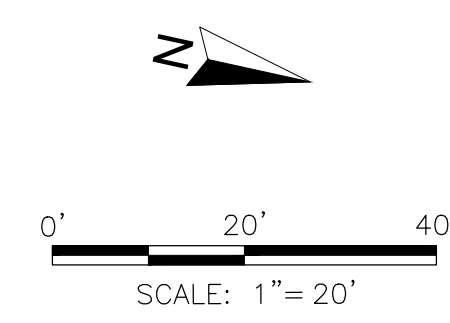
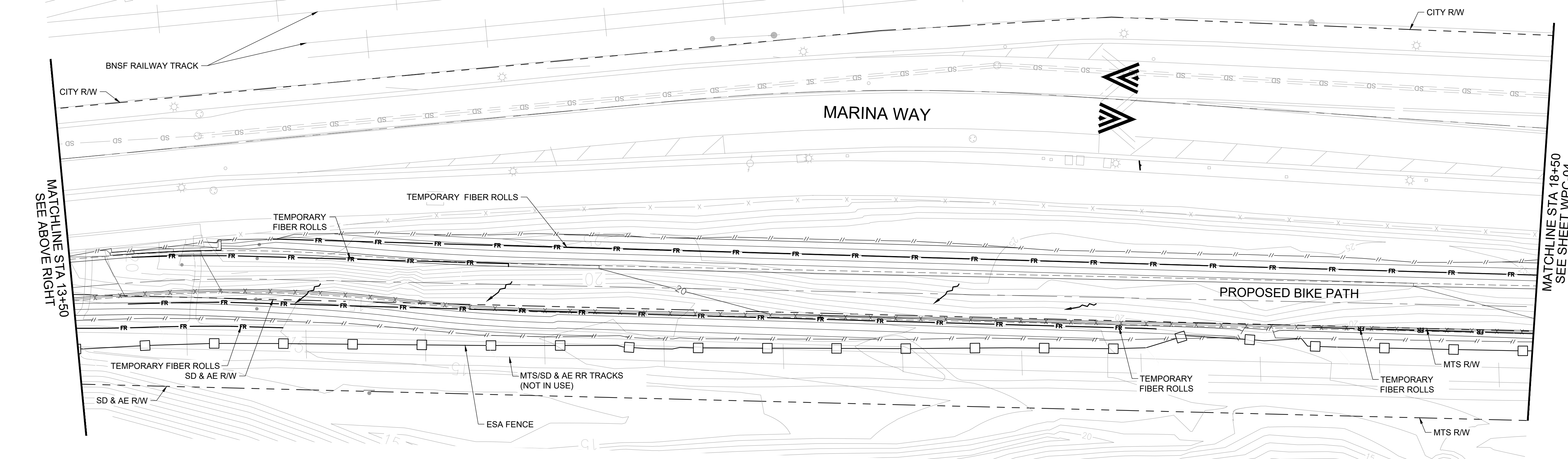
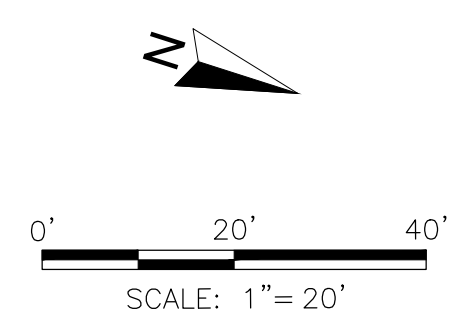
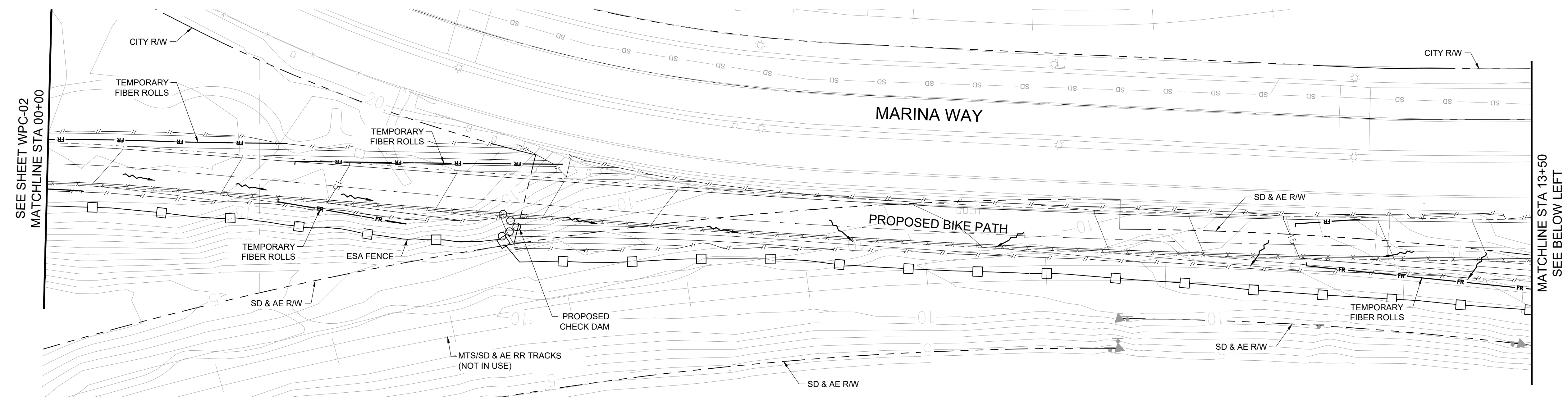
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SHEET 98 OF 117 SHEETS L2.11-xx- D

Exhibit A

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ENGINEERING DEPARTMENT	AS-BUILT	DATE	BY
	REVISIONS		
CONSTRUCTION SURVEYOR		NAME	COMPANY
CONSTRUCTION RECORDS		DATE STARTED	INSPECTOR
GEO-TECHNICAL OF RECORD		DATE COMPLETED	
SURVEYOR		BENCHMARK	HORIZONTAL CONTROL
DATE STARTED		INSPECTOR	DATE COMPLETED
NAME		COMPANY	SIGNATURE
NAME		COMPANY	SIGNATURE



**DECLARATION OF RESPONSIBLE CHARGE**

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THIS PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONAL CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF THESE PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF NATIONAL CITY IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR THE PROJECT DESIGN.

PHILIP BRAND, 75694 \_\_\_\_\_ DATE \_\_\_\_\_

**PHILIP BRAND**  
No. 75694  
Exp. 06/30/2022  
CIVIL  
STATE OF CALIFORNIA

**Exhibit A** **WPC-03**

**CALIFORNIA NATIONAL CITY 1337 INCORPORATED**

PLANS FOR THE IMPROVEMENTS OF:  
**BAYSHORE BIKEWAY SEGMENT 5**  
**WATER POLLUTION CONTROL PLANS**

**CITY OF NATIONAL CITY**

ROBERTO YANO RCE# 56292  
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

CIP NO. 19-20

SHEET 93 OF 104 SHEETS

90% IMPROVEMENT PLANS - CITY OF NATIONAL CITY - BAYSHORE BIKEWAY SEGMENT 5

SURVEYOR:		CONSTRUCTION RECORDS	
BENCHMARK:		DATE STARTED:	
HORIZONTAL CONTROL:		INSPECTOR:	
		DATE COMPLETED:	
CONSTRUCTION SURVEYOR		GEOTECHNICAL OF RECORD	
NAME	COMPANY	NAME	COMPANY
SIGNATURE		SIGNATURE	
BY	APPROVED	DATE	
AS-BUILT			
REVISIONS			
ENGINEERING DEPARTMENT			

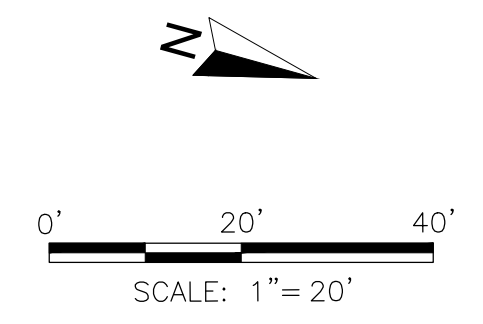
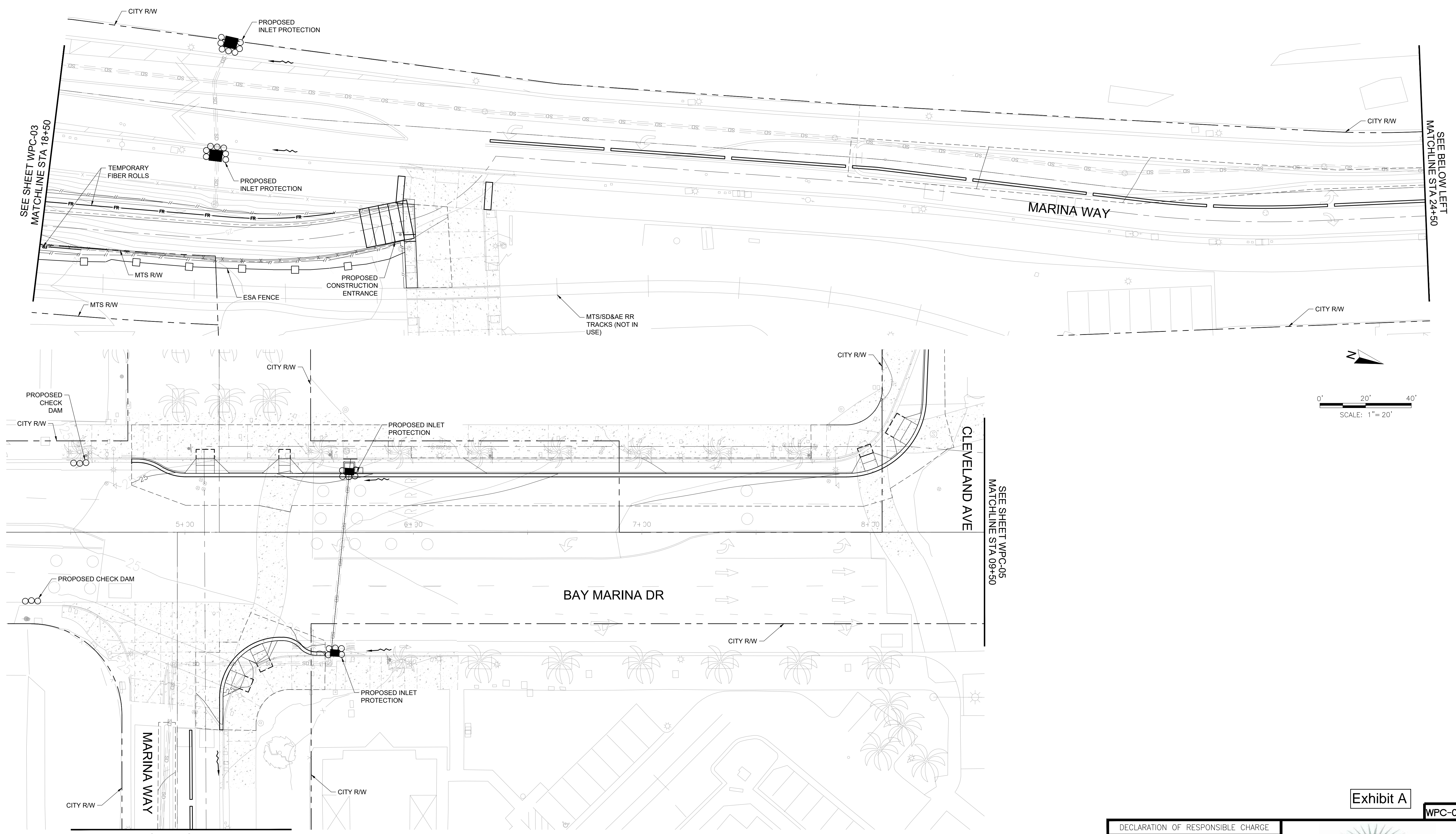


Exhibit A

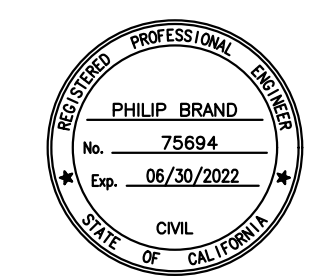
WPC-04



**TYLin**  
 T.Y. LIN INTERNATIONAL  
 404 CAMINO DEL RIO SOUTH, SUITE 700  
 (619) 692-1920

**DECLARATION OF RESPONSIBLE CHARGE**  
 I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THIS PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONAL CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.  
 I UNDERSTAND THAT THE CHECK OF THESE PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF NATIONAL CITY IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR THE PROJECT DESIGN.

PHILIP BRAND, 75694 \_\_\_\_\_ DATE \_\_\_\_\_



**CITY OF NATIONAL CITY**  
 1337 INCORPORATED

PLANS FOR THE IMPROVEMENTS OF:  
**BAYSHORE BIKEWAY SEGMENT 5**  
**WATER POLLUTION CONTROL PLANS**

**CITY OF NATIONAL CITY**

ROBERTO YANO RCE# 56292 \_\_\_\_\_ DATE \_\_\_\_\_  
 DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

SHEET 94 OF 104 SHEETS

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ENGINEERING DEPARTMENT	BY	APPROVED	DATE
	AS-BUILT		
REVISIONS			
CONSTRUCTION SURVEYOR		CONSTRUCTION RECORDS	
NAME	COMPANY	DATE STARTED	PROPOSED INLET PROTECTION
SIGNATURE		INSPECTOR	
		DATE COMPLETED	
GEO-TECHNICAL OF RECORD		HORIZONTAL CONTROL:	
NAME	COMPANY		
SIGNATURE			
SURVEYOR:		BENCHMARK:	

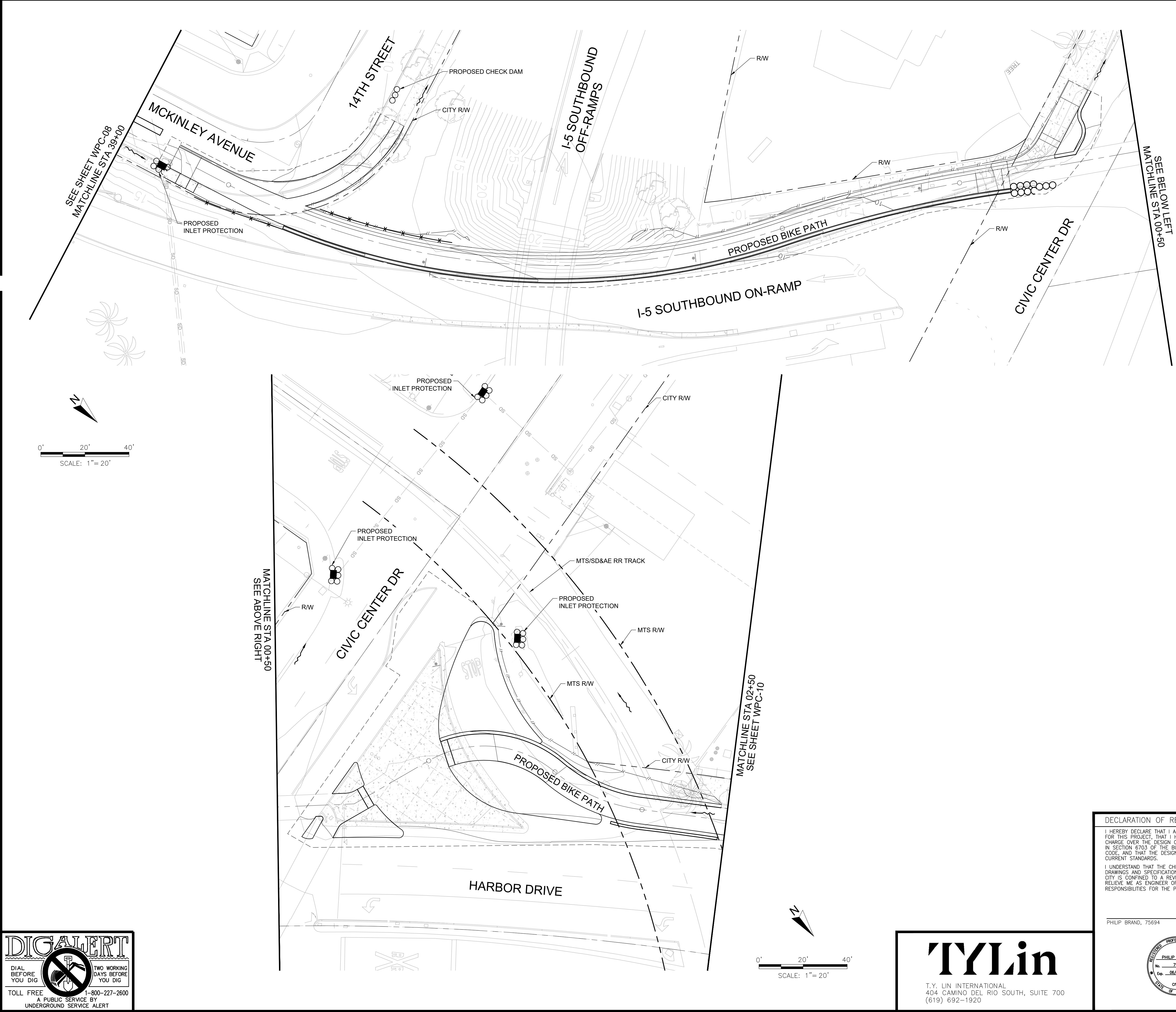


Exhibit A

WPC-09



**TYLin**  
 T.Y. LIN INTERNATIONAL  
 404 CAMINO DEL RIO SOUTH, SUITE 700  
 (619) 692-1920

**DECLARATION OF RESPONSIBLE CHARGE**

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PHILIP BRAND, 75694 \_\_\_\_\_ DATE \_\_\_\_\_



**CITY OF NATIONAL CITY**  
 1837 INCORPORATED

PLANS FOR THE IMPROVEMENTS OF:  
**BAYSHORE BIKEWAY SEGMENT 5**  
**WATER POLLUTION CONTROL PLANS**

**CITY OF NATIONAL CITY**

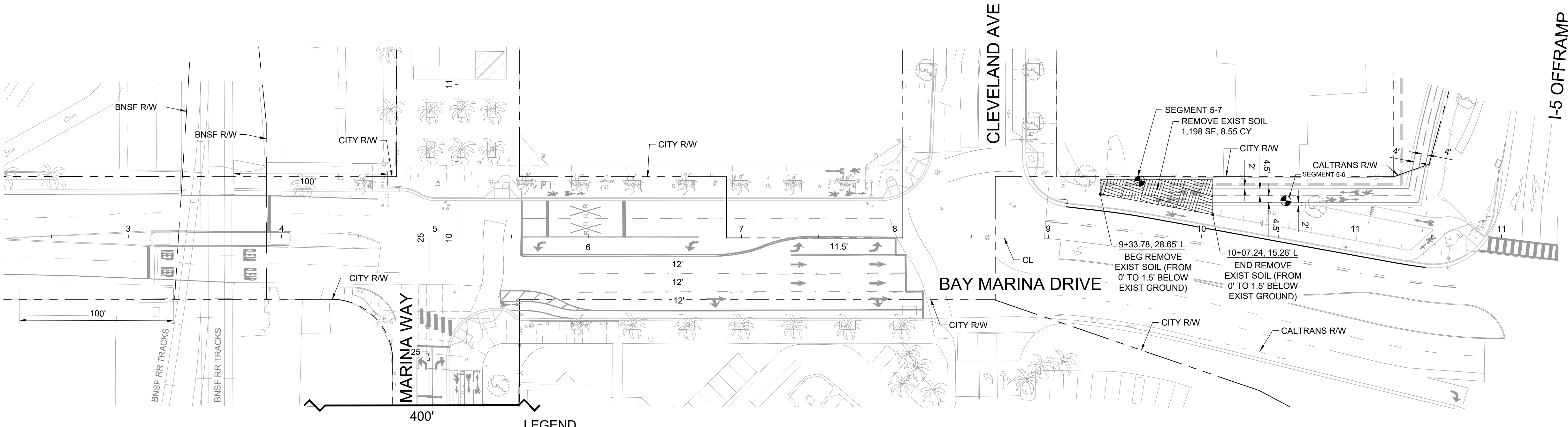
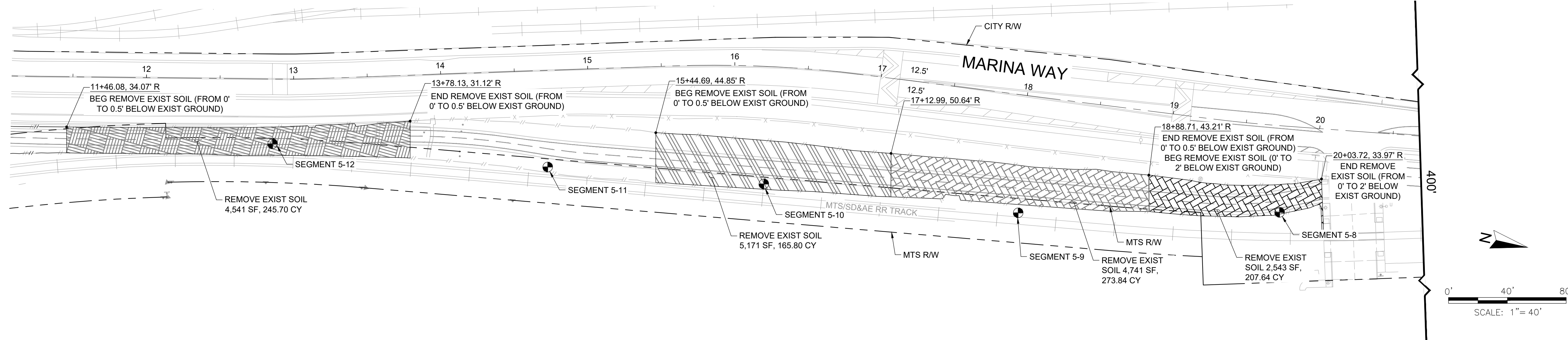
ROBERTO YANO RCE# 56292 \_\_\_\_\_ DATE \_\_\_\_\_  
 DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

CIP NO. 19-20

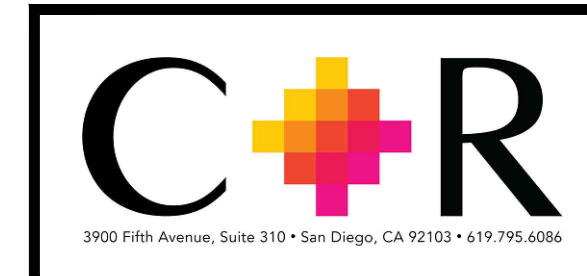
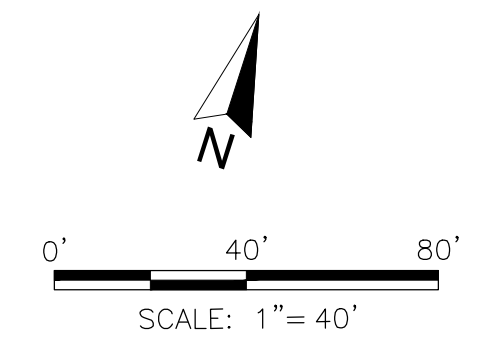
SHEET 99 OF 104 SHEETS

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SURVEYOR:		CONSTRUCTION RECORDS	
BENCHMARK:		DATE STARTED:	
HORIZONTAL CONTROL:		INSPECTOR:	
		DATE COMPLETED:	
CONSTRUCTION SURVEYOR		GEOTECHNICAL OF RECORD	
NAME	COMPANY	NAME	COMPANY
SIGNATURE		SIGNATURE	
BY	APPROVED	DATE	
ENGINEERING DEPARTMENT			
AS-BUILT			
REVISIONS			



- LEGEND**
- NON-RCRA CA HAZARDOUS WASTE: LEAD (DEPTH 0'-1.5')
  - NON-RCRA CA HAZARDOUS WASTE: LEAD (DEPTH 0'-0.5')
  - NON-HAZARDOUS CA WASTE: PAH (DEPTH 0'-0.5')
  - NON-RCRA CA HAZARDOUS WASTE: OCPS (DEPTH 0'-0.5')
  - NON-RCRA CA HAZARDOUS WASTE: OCPS (DEPTH 0' - 2')
  - BORING LOCATION



**DECLARATION OF RESPONSIBLE CHARGE**

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MATTHEW B. CAPUZZI, 69815 \_\_\_\_\_ DATE \_\_\_\_\_



PLANS FOR THE IMPROVEMENTS OF: <b>BAYSHORE BIKEWAY SEGMENT 5 HAZARDOUS MATERIALS REMOVAL PLAN</b>	
CITY OF NATIONAL CITY	
ROBERTO YANO RCE# 56292 DIRECTOR OF PUBLIC WORKS/CITY ENGINEER	DATE _____
CIP NO. 19-20	
SHEET 117 OF 117 SHEETS	

Exhibit A

100% IMPROVEMENT PLANS - CITY OF NATIONAL CITY - BAYSHORE BIKEWAY SEGMENT 5



## RAILROAD RIGHT-OF-WAY LICENSE

THIS RAILROAD RIGHT-OF-WAY LICENSE (LICENSE), made this \_\_\_\_\_ day of \_\_\_\_\_ 20-\_\_\_\_ (the "COMMENCEMENT DATE"), between the San Diego and Arizona Eastern Railway Company, a Nevada non-profit corporation where the San Diego Metropolitan Transit System ("MTS") is its sole member (hereinafter referred to as "LICENSOR") and \_\_\_\_\_ (hereinafter referred to as "LICENSEE").

WITNESSETH, that LICENSOR and LICENSEE, for valuable consideration receipt of which is hereby by acknowledged covenant and agree as follows:

1. LICENSOR hereby licenses LICENSEE to use, subject to the rights and easements hereinafter accepted and reserved and upon the terms and conditions hereinafter set forth, the PREMISES located in the County of San Diego, State of California, at County Assessor's Parcel Number \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_, as is more particularly depicted on Exhibit "A" attached hereto and made a part hereof, for the exclusive purpose of the following improvements (collectively referred to as the "IMPROVEMENTS") and uses:

Construction, use, operation, maintenance, repair and ownership of bikeway and bikeway appurtenances that crosses within LICENSOR'S right of way. Said crossing shall be in accordance with Public Utilities Commission of the State of California, OSHA regulations, and AREMA standard specifications and for uses normally incident to that purpose.

LICENSEE shall not use or actively permit the PREMISES to be used for any other purpose whatsoever, without the prior written consent of LICENSOR.

2. LICENSEE shall, at its own cost and subject to the supervision and control of LICENSOR'S appointed representative, construct and maintain the IMPROVEMENTS in such a manner and of such material that it will not at any time be a source of danger or interference with the present or future operation of any facilities owned and/or operated by LICENSOR or with LICENSOR'S PREMISES.
3. LICENSEE shall reimburse LICENSOR for any expenses reasonably incurred by LICENSOR for flagman to protect its traffic during installation of the IMPROVEMENTS and for any and all other expenses incurred by LICENSOR on account of the IMPROVEMENTS.
4. LICENSEE shall indemnify and hold LICENSOR and the property of LICENSOR free and harmless from any and all liability, claims, loss, damages, or expenses, including reasonable attorney fees and costs, resulting from LICENSEE'S occupation and use of the right-of-way, specifically including, without limitation, any liability, claim, loss, damage, or expense arising by reason of:

The death or injury of any person, including LICENSEE or any person who is an employee, contractor, or agent of the LICENSEE, or by reason of the damage to or destruction of any property, including property owned by LICENSEE or by any person who is an employee, contractor, or agent of LICENSEE, from any cause whatsoever while such person or property is in or on the right-of-way or in any way connected with the right-of-way or with any of the improvements or personal property on the right-of-way.

Any work performed on the right-of-way or materials furnished to the right-of-way at the request of the LICENSEE or any person or entity acting for or on behalf of the LICENSEE.

5. LICENSEE shall, at LICENSEE'S own cost and expense, promptly secure (after execution of this License) and maintain during the entire term of this License a commercial general liability insurance as per ISO for CG 00 01 or its equivalent and issued by an entity eligible to do business in California with an A.M. Best rating of at least A-VII, insuring LICENSEE against loss or liability caused by or connected with LICENSEE'S occupation and use of the right-of-way under this License, including LICENSOR as additional insured in the amounts of:

Two Million Dollars (\$2,000,000) for injury to or death to one or more persons as a result of occurrence and in the aggregate; and

One Million Dollars (\$1,000,000) for damages to or destruction of any property of others per occurrence and in the aggregate.

LICENSEE will include the contract number on all insurance-related correspondence, i.e., the insurance certificate itself.

All policies and coverage's shall contain a provision for LICENSEE will provide at least 30 days written notice by the Insurer(s) to MTS Contracts Specialist of cancellation or non-renewal of any required coverage that is not replaced. A ten-day notice is required for non-payment of premium.

**All such policies shall include the San Diego Metropolitan Transit System (MTS), San Diego Trolley, Inc. (SDTI), San Diego and Arizona Eastern Railway (SD&AE), San Diego and Imperial Valley Railroad (SD&IV), and San Diego Transit Corporation (SDTC), their directors, officers, agents and employees as additional insureds as their interests may appear.**

LICENSEE agrees that all general liability coverages required under this insurance section are PRIMARY and that any insurance of MTS, SDTI, SD&AE, SD&IV, and SDTC shall be excess and noncontributory (endorsement required).

Notwithstanding anything to the contrary in this LICENSE, LICENSEE may elect to self-insure all or any portion of the risks that would otherwise be covered by the insurance policies required to be carried by LICENSEE under this Paragraph 6 and all conditions and requirements in such sections shall be deemed satisfied, in which case LICENSEE shall assume and pay from its assets the cost, expense, damages, claims, losses and liabilities arising from such self-insured risks to the same extent that the insurance company or companies would have insured such risks under the insurance policies required to be carried by LICENSEE under such sections. In the instances where LICENSEE's self-insured retention is in excess of the required limits of liability described in the Paragraph 6 above, LICENSEE is self-insured and shall be solely responsible for payment of all deductibles or self-insured retentions that are applicable to any claims made against LICENSOR that are covered by LICENSEE's insurance policies or contemplated by this LICENSE. The provisions of this Paragraph 6 shall apply to any loss or damage covered by such self-insurance. If LICENSEE elects to self-insure, then LICENSEE shall not be required to provide insurance policies or certificates for such self-insured amounts to LICENSOR, but shall provide a letter of self-insurance to LICENSOR upon LICENSOR's written request. If LICENSEE elects to self-insure pursuant to the provisions herein and thereafter elects to terminate such self-insurance

program, LICENSEE shall give at least thirty (30) days' prior written notice thereof to LICENSOR along with certificates in accordance with the requirements set forth in this Paragraph 6.

6. The LICENSEE shall, within one hundred and eighty (180) days after receiving written notice from LICENSOR, relocate the IMPROVEMENTS constructed pursuant to this LICENSE if LICENSOR determines that the IMPROVEMENTS interfere with LICENSOR'S current or future use of its property. The IMPROVEMENTS may be relocated within LICENSOR'S right-of-way if it is feasible to do so and if so LICENSEE will update Exhibit "A". The expense of relocating the IMPROVEMENTS shall be borne by LICENSEE.
7. If at any time LICENSEE fails or refuses to comply with or carry out any or all of the covenants herein, LICENSOR may, at its election, revoke this LICENSE upon one hundred and twenty (120) days written notice to LICENSEE.
8. THIS LICENSE is given by LICENSOR and accepted by LICENSEE upon the express condition that the same may be terminated at any time by either party upon ninety (90) days notice in writing to be served upon the other party, stating therein the date that such termination shall take place, and that upon the termination of this LICENSE in this or any other manner herein provided, LICENSEE, upon demand of LICENSOR, shall abandon the use of the IMPROVEMENTS and restore the right-of-way and any other IMPROVEMENTS or facilities within said right-of-way whether owned by LICENSOR or others to their original condition in which they were prior to the installation of the IMPROVEMENTS. In case LICENSEE fails to restore LICENSOR'S right-of-way and improvements or facilities as aforementioned within nine (9) months after the effective date of termination, LICENSOR may proceed with such work at the expense of LICENSEE. No termination hereof shall release LICENSEE from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions, or events happening prior to the date the IMPROVEMENTS are removed and the right-of-way of LICENSOR restored as above provided.
9. In the case of eviction of LICENSEE by anyone owning or obtaining title to the right-of-way on which the IMPROVEMENTS are located, or the sale or abandonment by LICENSOR of said right-of-way, LICENSOR shall not be liable to LICENSEE for any damage of any nature whatsoever or refund any payment made by LICENSEE to LICENSOR hereunder.
10. All notices to be given hereunder shall be given in writing, by depositing same in the United States mail duly registered or certified, with postage prepaid, and addressed to the LICENSEE or LICENSOR as the case may be at the addresses shown on the signature page hereof, or addressed to such other address as the parties hereto may from time to time designate.
11. In the event that two or more parties execute this instrument as LICENSEE, all the covenants and agreements of LICENSEE in this License shall be the joint and several covenants and agreements of such parties.
12. All the covenants and provisions of this instrument shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the parties to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto, but no assignment hereof by LICENSEE, its successors, legal representatives or assigns, or any subsequent assignee, shall be binding upon LICENSOR without the written consent of LICENSOR in each instance. LICENSOR understands that LICENSEE may sell or otherwise transfer its property during the term of this License and is agreeable to such assignment or transfer, subject to LICENSOR'S written consent. Such written consent shall not be unreasonably withheld.

13. Any work performed on LICENSOR'S right-of-way by LICENSEE or LICENSEE'S contractor shall be done in a satisfactory workmanlike manner and in accordance with plans and specifications approved by LICENSOR, such approval shall not be unreasonably withheld or delayed, and no work shall be permitted until said plans and specifications have been approved by LICENSOR, such approval shall not be unreasonably withheld or delayed.
14. LICENSEE shall obtain a valid RIGHT OF ENTRY permit (PERMIT) from LICENSOR as a part of this License prior to entering upon LICENSOR'S right-of-way at any time whether to install, inspect, maintain, replace, or remove the IMPROVEMENTS and shall comply with the terms, conditions, and requirements of said PERMIT, including the insurance requirements, as a part of this LICENSE. LICENSOR shall timely process any applications required to obtain a Permit and shall not unreasonably deny, or delay the issuance of any such Permit.

THIS LICENSE DOES NOT GRANT UNLIMITED ACCESS TO LICENSOR'S RIGHT-OF-WAY. FAILURE TO OBTAIN AND COMPLY WITH THE REQUIREMENTS OF A VALID PERMIT WILL BE SUFFICIENT REASON FOR LICENSOR TO TERMINATE THIS LICENSE.

15. Any contractor or subcontractor performing work on or in connection with the IMPROVEMENTS shall for the purpose of this agreement, and particularly for the purposes of Paragraph 4 of this instrument, be conclusively deemed to be the servant and agent of LICENSEE acting on behalf and within the scope of such contractor's or subcontractor's employment for LICENSEE.
16. It is an express condition of this LICENSE that said LICENSE shall not be complete or effective until signed by LICENSEE'S authorized designee on behalf of LICENCEE, and by LICENSOR.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed by and through their respective duly authorized representatives on the date written below their signatures.

LICENSOR

San Diego and Arizona Eastern Railway Company

Signature: \_\_\_\_\_

Name: Sharon Cooney

Title: President

Date: \_\_\_\_\_

LICENSEE

\_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachment: Exhibit "A"

## EASEMENT AND MAINTENANCE AGREEMENT

SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, hereinafter called "District", for valuable consideration, the receipt of which is hereby acknowledged, grants to the CITY OF NATIONAL CITY, a municipal corporation, its successors and assigns, hereinafter called "City," a non-exclusive easement ("Easement"). Said Easement shall be for the purposes of construction, monitoring, operation, inspection, maintenance, repair, and replacement of improvements that consist of: (a) a bicycle path, retaining wall, fence, and other related improvements and appurtenances (the "Bayshore Bikeway"); and (B) coastal sage scrub habitat mitigation and other biological mitigation required to offset environmental impacts related to construction and operation of the Bayshore Bikeway (the "Mitigation Area"). The Bayshore Bikeway and Mitigation Area may be referred to herein, collectively as the "Bikeway Facilities" as further described and set forth on Exhibits A, B, C and D attached hereto.

The property in which this Easement is granted is located in the County of San Diego, State of California and is described as follows:

Approximately 53,446 total square feet of tideland area located in the City of National City, California, comprised of approximately 13,600 square feet for the Bayshore Bikeway as more particularly described and delineated on Exhibits A and B and by this reference made a part hereof and approximately 39,846 square feet for the Mitigation Area as more particularly described and delineated on Exhibits C and D and by this reference made a part hereof (collectively the "Easement Area").

1. City is further granted the right of ingress and egress to, from, and along said Easement Area via practical routes across the adjacent land of District; said routes to be determined by District. District further grants City the right, and the City accepts a continuing obligation, subject to terms of this Easement, to construct, operate, maintain, monitor, repair, replace, and inspect the Bikeway Facilities.
2. The term of this Easement shall be for a term of sixty-six (66) years, commencing \_\_\_\_\_, 2023, and ending \_\_\_\_\_, 2089, unless sooner terminated as herein provided.
3. District expressly reserves the right to grant easements in, upon, over, and across the Easement Area granted herein for any purpose whatsoever not inconsistent or incompatible with the rights and privileges granted by this Easement. Nothing herein contained shall be construed as limiting the powers of District to convey, lease, or otherwise transfer or encumber during the term of this Easement the

lands described herein for any purposes subject to the rights and privileges granted herein. The Easement granted herein shall be subject to all existing rights of leases and encumbrances, recorded and unrecorded, affecting said land.

District shall provide reasonable notice to the City of its intentions to grant other easement rights. The City will promptly respond to such notices where the granting of other easement rights may unduly interfere with the City's easement rights.

4. City shall construct, operate, maintain, monitor, repair, replace, and inspect the Bikeway Facilities within the Easement Area ("City Maintenance and Repair Obligations"). City's Maintenance and Repair Obligations include any and all work, construction, maintenance or installations necessary to (a) ensure the Bayshore Bikeway remains accessible to the public; (b) abate all nuisances within the Bikeway Facilities; (c) keep the Bayshore Bikeway in functioning and good working conditions for public use, including, but not limited to, any resurfacing, painting, repairs, patching, trash, and animal control and (d) ensure the Mitigation Area is maintained in a manner consistent with all regulatory permits and approvals. All work necessary to implement City Maintenance and Repair Obligations shall be the sole responsibility and cost of City.

If City fails to implement its City Maintenance and Repair Obligations and, within thirty (30) days of receiving written notice of such failure from District, fails to thereafter promptly and diligently pursue either with City personnel or via a public works contract the outstanding City Maintenance and Repair Obligations to completion, then absent any written extension or other agreement between City and District, District may, at its option, perform any City and Maintenance and Repair Obligations. If District undertakes any City Maintenance and Repair Obligations, then within ninety (90) days of receiving an invoice from District of all associated costs incurred by District, City shall reimburse District for the amount set forth on such invoice.

5. Any construction or installation of facilities or equipment that expands the scope of existing facilities or equipment or is otherwise not like-kind replacement of any facilities or equipment ("Major Work"), shall require the prior approval of District, not to be unreasonably withheld, delayed, and/or conditioned. City shall provide plans and specifications for any such Major Work to District for review and approval. Any subsequent reconstruction, repairs, replacements, changes, and/or upgrades that do not expand the scope of existing facilities or equipment and are like-kind replacement (collectively, "Minor Repairs") do not require prior written approval of District. However, City is required to provide notice to District, in writing, within thirty (30) days of any completed Minor Repairs, which notice shall include plans and specifications for the Minor Repairs. Minor Repairs shall be constructed in a good manner, consistent with industry standards, and shall conform to all

applicable laws and regulations, and shall not interfere with or be inconsistent with the terms of this Easement. District shall have the authority to inspect the Minor Repairs to ensure compliance with the terms of this Easement. City shall take any corrective action to conform the Minor Repairs to applicable laws and regulations and/or this Easement, as may be required by District. To the extent emergency Major Work is required, which includes Major Work necessary to maintain, repair, restore, demolish, protect, or replace property or facilities damaged, destroyed, or threatened by imminent danger from a sudden, unexpected occurrence, which demands immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services (collectively, "Emergency Work"), City shall immediately commence Emergency Work, if feasible, and complete such work in a timely fashion. City shall provide notice to District, in writing, within five (5) days of commencing any Emergency Work, and District shall have the right to inspect and approve the completed Emergency Work, which such approval may require alteration, reconstruction, removal, or revision of any such Emergency Work, if such work is found to be inconsistent with applicable laws and regulations, industry standards, or terms of this Easement.

6. In the event City disturbs the surface of the Easement Area during the installation, construction, maintenance and/or repair of the approved facilities associated with the Bayshore Bikeway, City shall do so in such a manner as will cause the least injury to the surface of the ground and any improvements thereon. City shall restore the ground and any improvements thereon to substantially the same conditions as existed immediately prior to any such disturbance.
7. District retains the right to construct, reconstruct, and maintain structures, including but not limited to, fences, sidewalks, curbs, gutters, and street and parking lot surfaces or other surfaces that require excavation and grading within said Bayshore Bikeway to the extent such structures and improvements do not substantively restrict the operation of the Bayshore Bikeway or the implementation of this Easement. District will provide notice to City, in writing, a minimum of ten (10) days before entering onto the Easement Area to construct, reconstruct or maintain any structures. Such construction, reconstruction, and maintenance undertaken by District shall be at District's sole cost and expense and shall be completed within a reasonable amount of time consistent with industry standards.
8. In the event this Easement is no longer required or if this Easement is not used for the purposes intended for a period of one hundred eighty (180) days, whichever is sooner, all rights herein granted shall revert to District, its successors or assigns, automatically and without the necessity of reentry or notice. City shall furnish District on demand a good and sufficient Quitclaim Deed of all its rights, title, and interest in the above-described real property.



9. This Easement may result in a taxable possessory interest subject to the payment of property taxes. City agrees to and shall pay before delinquency all taxes and assessments of any kind assessed or levied upon City for franchises, licenses, or permits for any use or activities of City upon said Easement Area.
10. Facilities, structures, installations, or improvements of any kind, including Coastal sage scrub or biological mitigation (collectively, "Bikeway Improvements") previously placed or hereafter placed in said Easement Area by City shall at the option of District be removed by City within sixty (60) days after the expiration of the term of this Easement or sooner termination thereof. District may exercise said options as to any or all of the Bikeway Improvements, either before or after the expiration or sooner termination of this Easement. If District exercises such option and City fails to remove such Bikeway Improvements within said sixty (60) days, District shall have the right to have such Bikeway Improvements removed at the expense of City. As to any or all Bikeway Improvements that District does not exercise said option for removal, title thereto shall vest in District.
11. This Easement may be terminated by either party upon the giving of three hundred and sixty five days (365) days' notice in writing to the other party of the intention to so terminate, and District expressly reserves the right to unilaterally terminate this Easement by giving three hundred and sixty five (365) days' notice in writing to City and to make without notice any changes or improvements on or about the premises without incurring any liability whatsoever to City for any damage or loss occasioned by such cancellation or by the making of such changes or improvements.
12. City shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless District and its officers, employees, and agents for any and all liability, claims, judgments, or demands arising out of (a) City's performance of or failure to perform its obligations under this Easement and/or (b) any use of the Easement Area (including, but not limited to, those arising from any defect in the Easement Area), except claims or litigation arising through the sole negligence or willful misconduct of District. It is the intent of this Paragraph that City indemnify and hold harmless District for any actions of City, District or any third party, except for those arising out of the sole negligence or willful misconduct of District and its indemnities, including but not limited to claims based upon District's alleged breach of any statutory duty or obligation, or City's duty under contracts with third parties. This indemnity obligation shall apply for the entire time that any third party can make a claim against or sue District for liabilities arising out of this Easement..

13. City shall maintain "OCCURRENCE" form Commercial General Liability Insurance covering the Easement Area and operations in the amount of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage suffered or alleged to be suffered by any person or persons whatsoever resulting directly or indirectly from any act or activities of City, of any person acting for it or under its control or direction, or any person authorized by it to use the Easement Area. Either the general aggregate limit shall apply separately to this location, or the general aggregate limit shall be twice the required occurrence limit.

All required insurance shall be in force the first day of the term of this Easement. All insurance companies must be satisfactory to District, and the cost of all required insurance shall be borne by City. Certificates in a form acceptable to District evidencing the existence of the necessary insurance policies, and original endorsements effecting coverage required by this Paragraph, shall be kept on file with District during the entire term of this Easement. Certificates for each insurance policy must be signed by a person authorized by that insurer to issue evidence of coverage on its behalf. Endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The District reserves the right to require complete, certified copies of all required policies at any time.

All liability insurance policies shall name, or be endorsed to name District and its officers, employees, and agents as additional insureds and protect District and its officers, employees, and agents against any legal costs in defending claims. All liability policies shall provide cross-liability coverage. All insurance policies shall be endorsed to state that coverage will not be suspended, voided, canceled, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail has been furnished to District. Also, all insurance policies shall be endorsed to state that City's insurance is primary and not excess or contributing to any insurance issued in the name of District. And, all insurance companies must be satisfactory to District.

Any deductibles or self-insured retentions must be declared and acceptable to District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District and its officers, employees, and agents; or, the City shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

District shall retain the right at any time to review the coverage, form, and amount of the insurance required herein. If, in the opinion of District, the insurance provisions in this Easement do not provide adequate protection for District and/or

members of the public, District may require City to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. District's requirements shall be reasonable, but shall be designed to assure protection from and against the kind and extent of risk which exist at the time a change in insurance is required.

District shall notify City in writing of changes in the insurance requirements and, if City does not deposit certificates evidencing acceptable insurance policies with District incorporating such changes within sixty (60) days of receipt of such notice, this Easement shall be in default without further notice to City, and District shall be entitled to all legal remedies.

The procuring of such required policies of insurance shall not be construed to limit City's liability hereunder, nor to fulfill the indemnification provisions and requirements of this Easement. Notwithstanding said policies of insurance, City shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Easement, or with the use or occupancy of the Easement Area.

14. Compliance with Laws. City, in connection with and/or related to its rights granted under this Easement and/or use of the Easement (including, but, not limited to, its obligation to maintain and repair the facilities associated with the Bikeway Facilities as well as to maintain and repair the Mitigation Area), shall comply with all laws, statutes, ordinances, regulations, and/or other governmental rules (including, but not limited to, those related to hazardous materials or environmental conditions), as well as any and all approvals issued in connection with the Bikeway Facilities (as any of the same now exist or may hereafter be adopted or amended, collectively, "Laws"). Said Laws shall include, but are not limited to, those prescribed by the San Diego Unified Port District Act, the city in which the premises are located, the District, the State of California, and/or the federal government (including, but not limited to, those established by the United States Fish and Wildlife Service).

In connection with the foregoing, City acknowledges and agrees that: (a) it is the sole and exclusive responsibility of the City, and not District, to ensure that all persons and/or entities who provide any labor, services and/or equipment on behalf of, or at the direction of City in connection with City Maintenance and Repair Obligations as defined in Section 4 above, in or under the Easement Area, shall comply with the requirements of California's prevailing wages laws (the "PWL"); and (b) it is the sole and exclusive responsibility of City, and not District, to determine whether such construction or work of improvement is subject to the PWL by obtaining a determination by means that do not involve District. If such

construction or work of improvement is determined to be subject to the PWL, City shall comply with all applicable provisions of the PWL, and shall ensure that all persons and/or entities who provide any labor, services, equipment and/or materials in connection with such construction or work of improvement shall likewise comply with all applicable provisions of the PWL.

15. This Easement and any covenants, conditions, and restrictions contained herein shall run with the land and be binding upon and inure to the benefit of the successors, heirs, executors, administrators, permittees, licensees, agents, and assigns of District and City.
16. Any notice or notices provided for by this Easement or by law to be given or served upon City may be given or served by certified or registered letter addressed to City Manager at 1243 National City Boulevard, National City, CA 91950, and deposited in the United States mail, or may be served personally upon said City or any person hereafter authorized by it in writing to receive such notice; and that any notice or notices provided for by this Easement or by law to be served upon District may be given or served by certified or registered letter addressed to Executive Director of District at the Administrative Offices of the San Diego Unified Port District, Post Office Box 120488, San Diego, California 92112-0488, and deposited in the United States mail, or may be served personally upon said Executive Director or his duly authorized representative; and that any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the parties so served.
17. The City acknowledges that the District, either independently or through a partnership with a future lessee, affiliate, or sublessee (collectively "Property Developer") intends to develop the adjacent tidelands property into an RV Park, hotel facilities or other development ("Future Development"), and said Future Development may require the relocation or realignment of all or a portion of the Bikeway Facilities. If, during the term of this Easement, in District's sole and absolute discretion, the Future Development requires realignment or relocation of all or part of the Bikeway Facilities, then District shall have the right to realign or relocate the Bikeway Facilities at Property Developer's sole cost ("Realigned Bikeway Facilities"). The Realigned Bikeway Facilities shall be constructed in the same or better manner as the Bikeway Facilities being relocated. Upon relocation, District shall provide another easement for the Realigned Bikeway Facilities to City upon the same terms and conditions of this Easement, except for property location, and City shall reconvey the portion of the Easement previously required for such relocated Bikeway Facilities within ninety (90) days after receipt of District's written request.

18. It is an express condition of this Easement that the Easement shall not be complete nor effective until signed by all parties.

**(SIGNATURE PAGE FOLLOWS)**

19. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument.

APPROVED AS TO FORM AND LEGALITY  
GENERAL COUNSEL

**SAN DIEGO UNIFIED PORT DISTRICT**

By: \_\_\_\_\_  
Assistant/Deputy

By: \_\_\_\_\_  
Anthony Gordon  
Director, Real Estate

**CITY OF NATIONAL CITY, a municipal  
corporation**

By: \_\_\_\_\_  
Signature

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

(FOR USE BY \_\_\_\_\_)

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO)

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.

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name \_\_\_\_\_

- Individual
- Corporate Officer -- Title(s): \_\_\_\_\_
- Partner --  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer's Name \_\_\_\_\_

- Individual
- Corporate Officer -- Title(s): \_\_\_\_\_
- Partner --  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

(FOR USE BY SAN DIEGO UNIFIED PORT DISTRICT)

STATE OF CALIFORNIA)  
COUNTY OF SAN DIEGO)

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.

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is 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.

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Signer's Name \_\_\_\_\_

- Individual
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- Partner --  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name \_\_\_\_\_

- Individual
- Corporate Officer -- Title(s): \_\_\_\_\_
- Partner --  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here



**EXHIBIT "A"**  
LEGAL DESCRIPTION  
PERMANENT BIKEWAY AREA  
APN 559-160-18 & 559-160-19

THAT PORTION OF THE MAP OF NATIONAL CITY, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 348, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS DISC STAMPED "LS 6000" IN A CURB OUTLET SHOWN AS "STATION 20" ACCORDING TO RECORD OF SURVEY MAP NO. 16668 FILED IN THE OFFICE OF THE COUNTY RECORDER ON JULY 25, 2000 WHICH BEARS SOUTH 13°34'46" EAST 4827.71 FEET FROM A BRASS DISC STAMPED "LS 6000" IN A CURB OUTLET SHOWN AS "STATION 17" ACCORDING TO SAID RECORD OF SURVEY; THENCE NORTH 21°30'49" EAST 1889.45 FEET TO THE NORTHERLY LINE OF LAND INCLUDED IN A DEED TO THE SAN DIEGO UNIFIED PORT DISTRICT RECORDED DECEMBER 28, 1994 AS DOCUMENT NUMBER 1994-0735221 OF OFFICIAL RECORDS AND THE **TRUE POINT OF BEGINNING**;

1. THENCE ALONG THE NORTHERLY LINE OF SAID LAND PER DEED NORTH 72°10'05" EAST 13.04 FEET;
2. THENCE LEAVING SAID NORTHERLY LINE SOUTH 13°29'53" EAST 2.27 FEET TO THE BEGINNING OF A TANGENT 302.00-FOOT RADIUS CURVE CONCAVE WESTERLY;
3. THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°18'54" A DISTANCE OF 96.54 FEET;
4. THENCE SOUTH 04°49'01" WEST 34.52 FEET TO THE BEGINNING OF A TANGENT 49.00-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY;
5. THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°56'57" A DISTANCE OF 35.02 FEET;
6. THENCE SOUTH 36°07'56" EAST 175.22 FEET TO THE BEGINNING OF A TANGENT 214.00-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY;
7. THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°19'31" A DISTANCE OF 105.80 FEET TO THE BEGINNING OF A 716.00-FOOT RADIUS REVERSE CURVE CONCAVE SOUTHWESTERLY;
8. THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°56'33" A DISTANCE OF 161.74 FEET;
9. THENCE SOUTH 51°30'54" EAST 134.64 FEET TO THE BEGINNING OF A TANGENT 201.00-FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY;
10. THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°34'27" A DISTANCE OF 65.16 FEET TO THE BEGINNING OF A 781.00-FOOT RADIUS COMPOUND CURVE CONCAVE SOUTHWESTERLY;
11. THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°33'10" A DISTANCE OF 62.06 FEET TO THE EASTERLY LINE OF LAND INCLUDED IN SAID DEED;
12. THENCE ALONG SAID EASTERLY LINE SOUTH 17°42'28" EAST 130.84 FEET TO THE BEGINNING OF A NON-TANGENT 55.00-FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, RADIAL LINE TO SAID POINT BEARS NORTH 63°41'24" EAST;
13. THENCE LEAVING SAID EASTERLY LINE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75°56'11" A DISTANCE OF 75.77 FEET;

**EXHIBIT "A"**  
LEGAL DESCRIPTION  
PERMANENT BIKEWAY AREA  
APN 559-160-18 & 559-160-19

14. THENCE NORTH 15°14'47" WEST 12.27 FEET;
15. THENCE NORTH 74°45'13" EAST 1.52 FEET TO THE BEGINNING OF A TANGENT 40.00-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY;
16. THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 101°22'25" A DISTANCE OF 70.77 FEET TO THE BEGINNING OF A 768.00-FOOT COMPOUND CURVE CONCAVE SOUTHWESTERLY;
17. THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°19'16" A DISTANCE OF 84.73 FEET TO THE BEGINNING OF A 188.00-FOOT RADIUS COMPOUND CURVE CONCAVE SOUTHWESTERLY;
18. THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°34'27" A DISTANCE OF 60.95 FEET;
19. THENCE NORTH 51°30'54" WEST 134.64 FEET TO THE BEGINNING OF A TANGENT 703.00-FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY;
20. THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°56'33" A DISTANCE OF 158.80 FEET TO THE BEGINNING OF A 227.00-FOOT RADIUS REVERSE CURVE;
21. THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°19'31" A DISTANCE OF 112.22 FEET;
22. THENCE NORTH 36°07'56" WEST 175.22 FEET TO THE BEGINNING OF A 62.00-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY;
23. THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°56'57" A DISTANCE OF 44.31 FEET;
24. THENCE NORTH 04°49'01" EAST 34.52 FEET TO THE BEGINNING OF A TANGENT 289.00-FOOT RADIUS CURVE CONCAVE WESTERLY;
25. THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°18'54" A DISTANCE OF 92.38 FEET;
26. THENCE NORTH 13°29'53" WEST 1.28 FEET TO THE **TRUE POINT OF BEGINNING.**

AREA = 13,600 SF, MORE OR LESS (BASED ON GROUND DISTANCES).

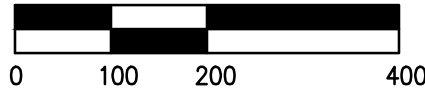
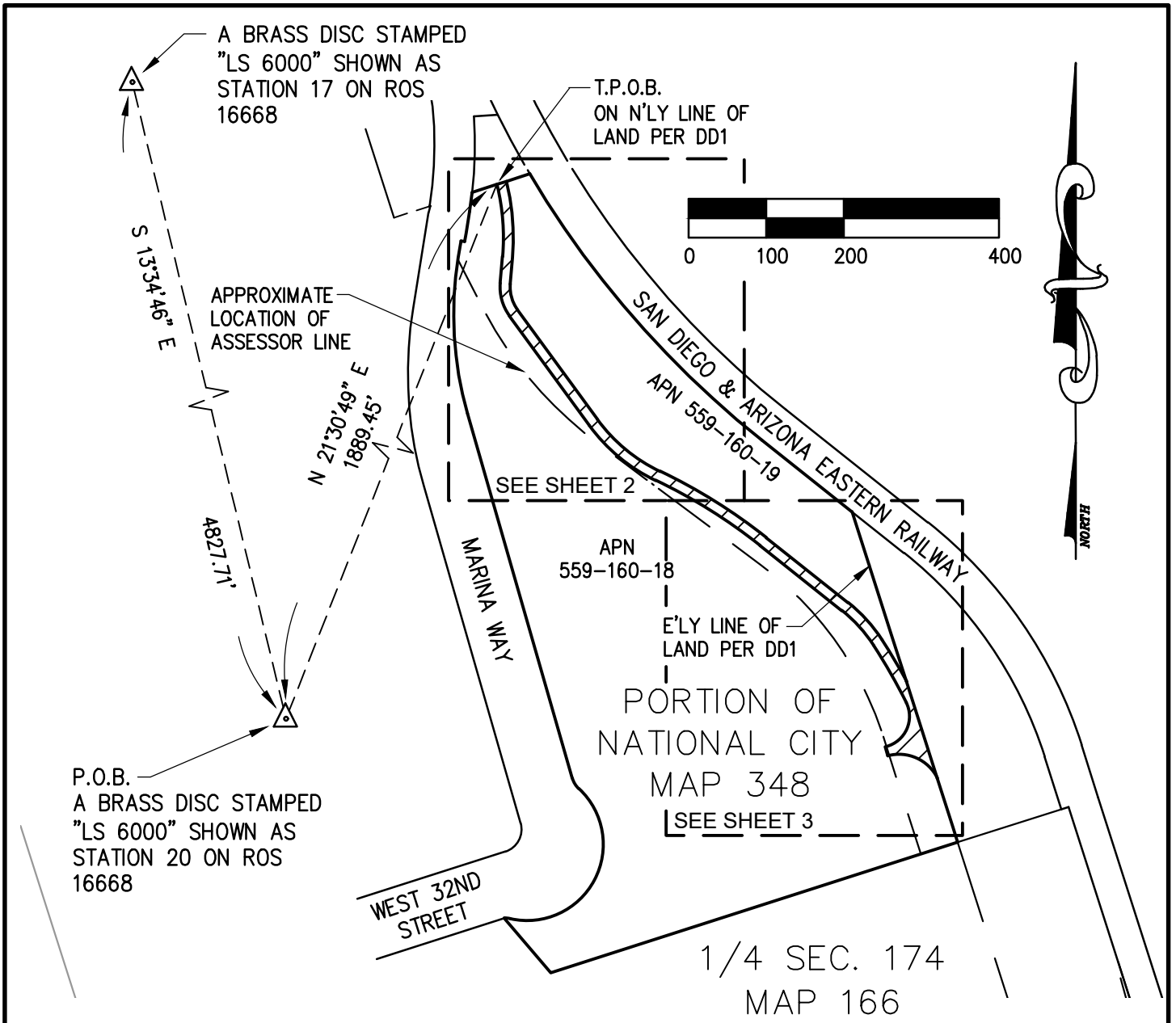
SEE EXHIBIT "B" ATTACHED AND BY REFERENCE MADE A PART HEREOF.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, NAD83, EPOCH 1991.35 (UNLESS OTHERWISE NOTED). DIVIDE DISTANCES SHOWN BY 1.00002970 TO OBTAIN GROUND DISTANCES.

  
JOEL D. RIIPINEN LS 7942

5/30/2023





**LEGEND**



PERMANENT BIKEWAY  
AREA = 13,600 SQ. FT., MORE OR LESS

P.O.B. POINT OF BEGINNING

T.P.O.B. TRUE POINT OF BEGINNING

DD1 DEED TO SAN DIEGO UNIFIED PORT  
DISTRICT REC. 12/28/1994 AS DOC.  
NO. 1994-0735221 O.R.

△ CONTROL POINT PER ROS 16668

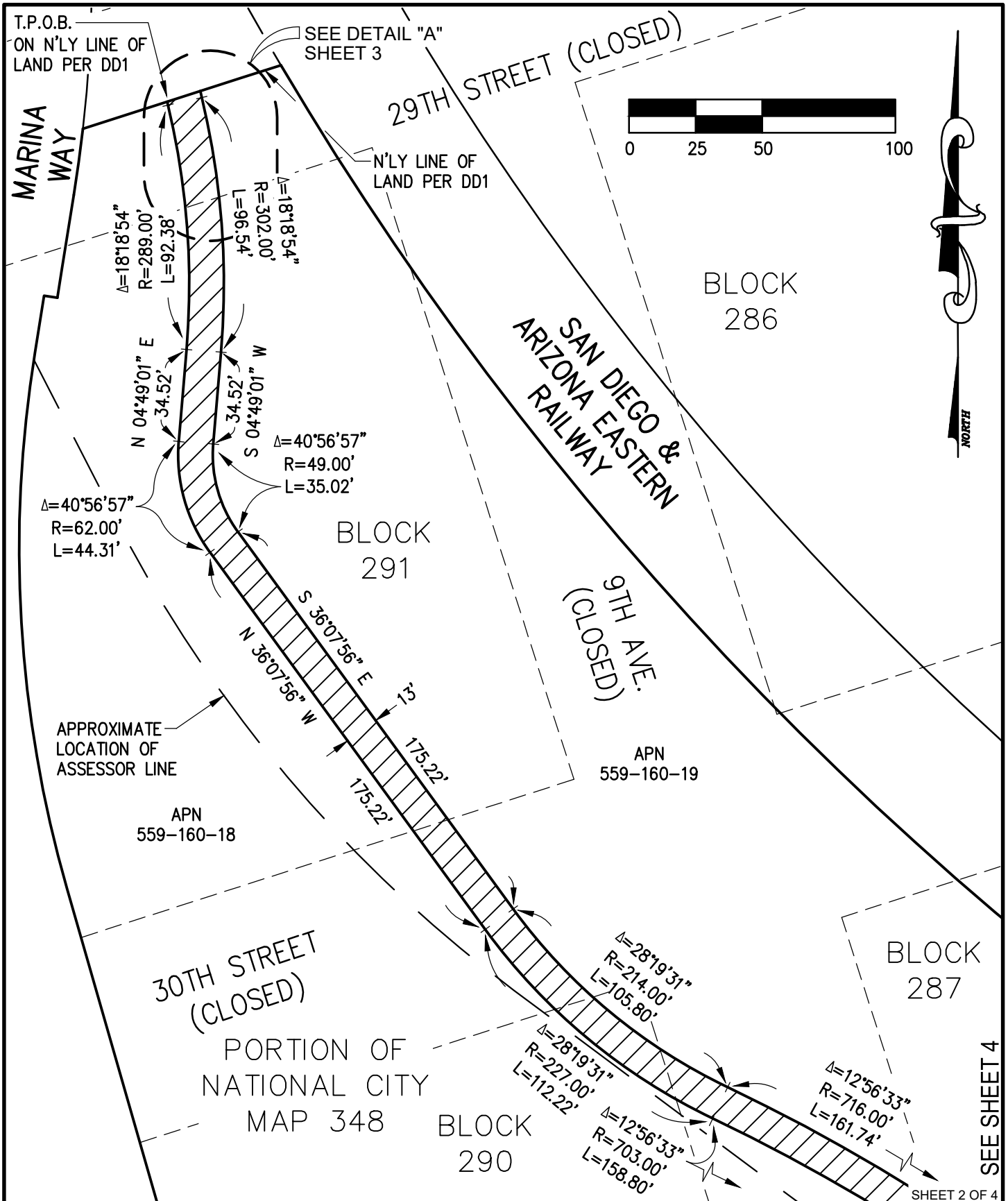


SHEET 1 OF 4

DRAWN	KENNETH ANDERSON
CHECKED	JOEL RIIPINEN
REVIEWED	
APPROVED	
DIRECTOR OF ENGINEERING	

**SAN DIEGO UNIFIED PORT DISTRICT**  
PERMANENT BIKEWAY AREA WITHIN THE  
CORPORATE LIMITS OF THE CITY OF NATIONAL CITY  
**CITY OF NATIONAL CITY**

DATE	30 MAY 2023
SCALE	AS NOTED
REF.	
DRAWING NO.	



DRAWN	KENNETH ANDERSON
CHECKED	JOEL RIIPINEN
REVIEWED	
APPROVED	
DIRECTOR OF ENGINEERING	

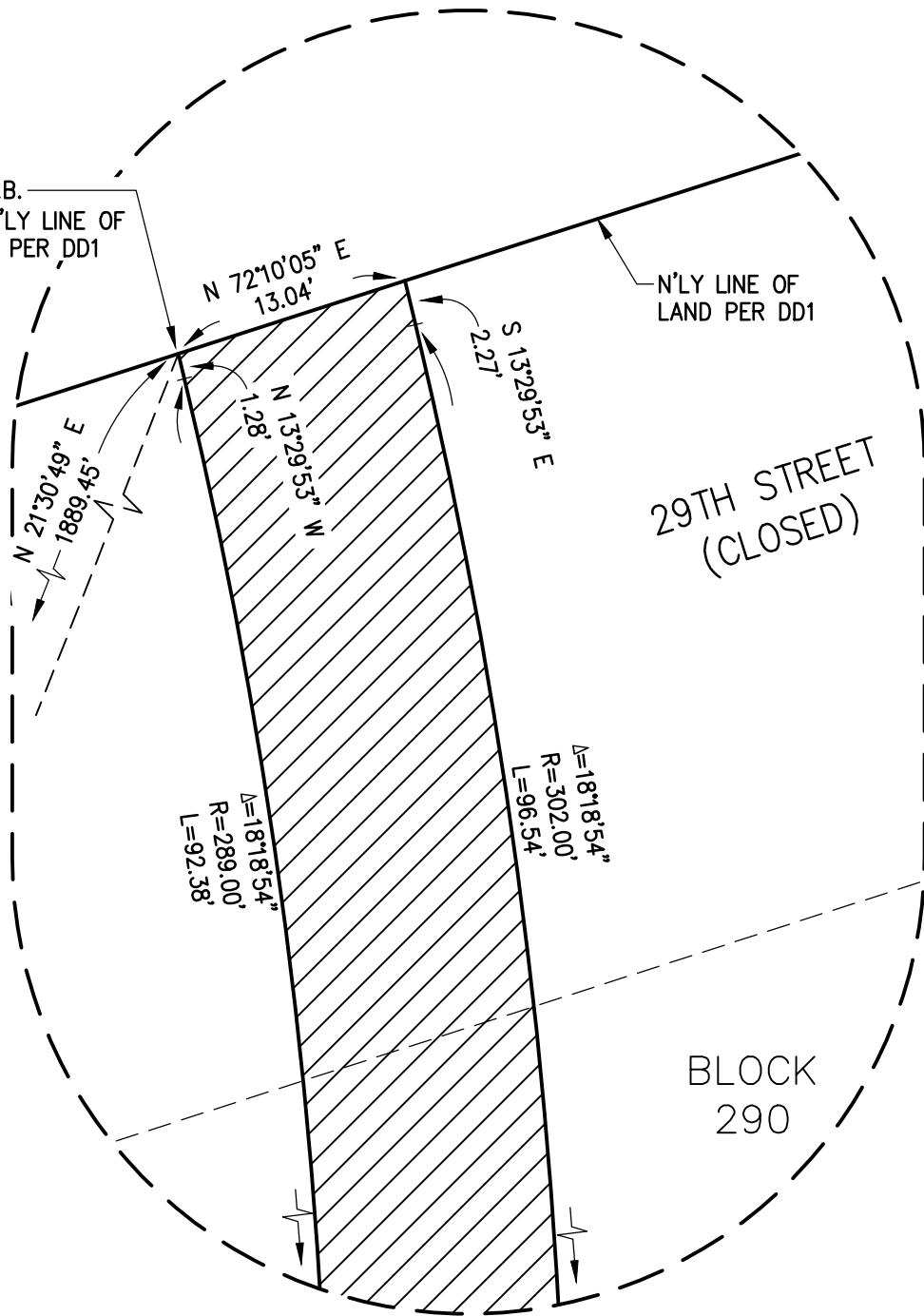
**SAN DIEGO UNIFIED PORT DISTRICT**  
 PERMANENT BIKEWAY AREA WITHIN THE  
 CORPORATE LIMITS OF THE CITY OF NATIONAL CITY  
**CITY OF NATIONAL CITY**

DATE	30 MAY 2023
SCALE	AS NOTED
REF.	
DRAWING NO.	

SEE SHEET 4

SHEET 2 OF 4

T.P.O.B.  
ON N'LY LINE OF  
LAND PER DD1



29TH STREET  
(CLOSED)

BLOCK  
290

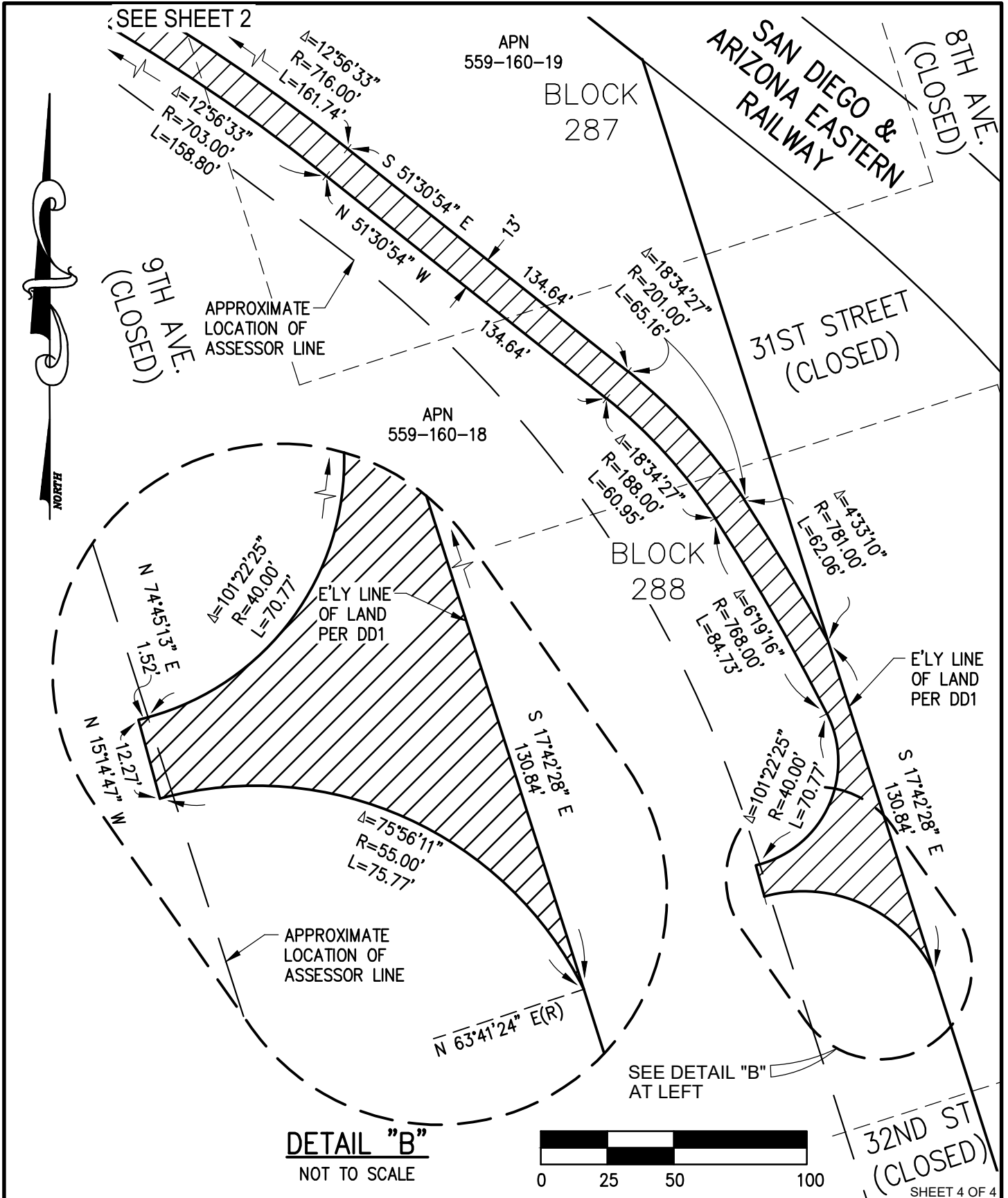
**DETAIL "A"**  
SCALE: 1" = 10'

SHEET 3 OF 4

DRAWN	KENNETH ANDERSON
CHECKED	JOEL RIIPINEN
REVIEWED	
APPROVED	
DIRECTOR OF ENGINEERING	

**SAN DIEGO UNIFIED PORT DISTRICT**  
PERMANENT BIKEWAY AREA WITHIN THE  
CORPORATE LIMITS OF THE CITY OF NATIONAL CITY  
**CITY OF NATIONAL CITY**

DATE	30 MAY 2023
SCALE	AS NOTED
REF.	
DRAWING NO.	



DRAWN	KENNETH ANDERSON
CHECKED	JOEL RIIPINEN
REVIEWED	
APPROVED	
DIRECTOR OF ENGINEERING	

**SAN DIEGO UNIFIED PORT DISTRICT**  
 PERMANENT BIKEWAY AREA WITHIN THE  
 CORPORATE LIMITS OF THE CITY OF NATIONAL CITY  
**CITY OF NATIONAL CITY**

DATE	30 MAY 2023
SCALE	AS NOTED
REF.	
DRAWING NO.	

**EXHIBIT "C"**  
LEGAL DESCRIPTION  
PERMANENT MITIGATION AREA  
APN 559-160-18 & 559-160-19

THAT PORTION OF THE MAP OF NATIONAL CITY, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 348, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS DISC STAMPED "LS 6000" IN A CURB OUTLET SHOWN AS "STATION 20" ACCORDING TO RECORD OF SURVEY MAP NO. 16668 FILED IN THE OFFICE OF THE COUNTY RECORDER ON JULY 25, 2000 WHICH BEARS SOUTH 13°34'46" EAST 4827.71 FEET FROM A BRASS DISC STAMPED "LS 6000" IN A CURB OUTLET SHOWN AS "STATION 17" ACCORDING TO SAID RECORD OF SURVEY; THENCE NORTH 21°49'05" EAST 1897.74 FEET TO THE NORTHERLY LINE OF LAND INCLUDED IN A DEED TO THE SAN DIEGO UNIFIED PORT DISTRICT RECORDED DECEMBER 28, 1994 AS DOCUMENT NUMBER 1994-0735221 OF OFFICIAL RECORDS (DD1) AND THE **TRUE POINT OF BEGINNING**;

1. THENCE ALONG THE NORTHERLY LINE OF SAID LAND PER DD1 NORTH 72°10'05" EAST 30.88 FEET;
2. THENCE LEAVING SAID NORTHERLY LINE SOUTH 17°27'08" EAST 6.64 FEET;
3. THENCE SOUTH 17°27'08" EAST 41.37 FEET;
4. THENCE SOUTH 03°56'50" EAST 11.55 FEET;
5. THENCE SOUTH 17°29'52" EAST 14.06 FEET;
6. THENCE SOUTH 05°53'04" WEST 3.19 FEET;
7. THENCE SOUTH 19°12'04" EAST 27.26 FEET;
8. THENCE SOUTH 32°04'28" EAST 21.63 FEET;
9. THENCE SOUTH 35°36'29" EAST 20.15 FEET;
10. THENCE SOUTH 27°01'02" EAST 9.50 FEET;
11. THENCE SOUTH 38°24'12" EAST 18.12 FEET;
12. THENCE SOUTH 28°16'22" EAST 6.19 FEET;
13. THENCE SOUTH 43°20'30" EAST 33.71 FEET;
14. THENCE SOUTH 43°50'00" EAST 16.02 FEET;
15. THENCE SOUTH 40°16'46" EAST 11.45 FEET;
16. THENCE SOUTH 39°23'17" EAST 25.93 FEET;
17. THENCE SOUTH 23°09'20" EAST 25.07 FEET;
18. THENCE SOUTH 33°11'19" EAST 10.11 FEET;
19. THENCE SOUTH 42°08'56" EAST 12.88 FEET;
20. THENCE SOUTH 36°30'53" EAST 10.12 FEET;
21. THENCE SOUTH 54°55'13" EAST 9.39 FEET;
22. THENCE NORTH 87°18'45" EAST 15.65 FEET;
23. THENCE SOUTH 72°12'48" EAST 4.53 FEET;
24. THENCE SOUTH 56°11'56" EAST 10.38 FEET;
25. THENCE SOUTH 43°45'30" EAST 5.18 FEET;
26. THENCE SOUTH 17°46'38" EAST 4.53 FEET;
27. THENCE SOUTH 48°52'49" EAST 9.40 FEET;
28. THENCE SOUTH 60°30'58" EAST 10.30 FEET;
29. THENCE SOUTH 67°30'18" EAST 22.12 FEET;
30. THENCE SOUTH 62°40'59" EAST 16.52 FEET;
31. THENCE SOUTH 54°36'25" EAST 18.98 FEET;
32. THENCE SOUTH 54°05'08" EAST 21.92 FEET;
33. THENCE SOUTH 45°00'28" EAST 6.10 FEET;

**EXHIBIT "C"**  
LEGAL DESCRIPTION  
PERMANENT MITIGATION AREA  
APN 559-160-18 & 559-160-19

34. THENCE SOUTH 58°38'28" EAST 11.06 FEET;
35. THENCE SOUTH 55°20'42" EAST 10.56 FEET;
36. THENCE SOUTH 48°39'44" EAST 10.71 FEET;
37. THENCE SOUTH 55°48'54" EAST 10.11 FEET;
38. THENCE SOUTH 44°11'16" EAST 7.92 FEET;
39. THENCE SOUTH 56°14'15" EAST 9.09 FEET;
40. THENCE SOUTH 50°14'32" EAST 37.71 FEET;
41. THENCE SOUTH 53°01'16" EAST 31.07 FEET;
42. THENCE SOUTH 49°50'22" EAST 32.41 FEET;
43. THENCE SOUTH 40°46'09" EAST 4.93 FEET;
44. THENCE SOUTH 59°45'50" EAST 7.32 FEET TO THE EASTERLY LINE OF SAID LAND PER DD1;
45. THENCE ALONG SAID EASTERLY LINE SOUTH 17°42'28" EAST 94.03 FEET;
46. THENCE LEAVING SAID EASTERLY LINE NORTH 55°11'24" WEST 1.49 FEET;
47. THENCE SOUTH 86°15'01" WEST 9.42 FEET;
48. THENCE NORTH 80°27'16" WEST 16.84 FEET;
49. THENCE NORTH 33°00'14" WEST 10.26 FEET;
50. THENCE NORTH 29°08'51" EAST 10.76 FEET;
51. THENCE NORTH 06°48'18" WEST 16.91 FEET;
52. THENCE NORTH 38°40'30" WEST 10.85 FEET;
53. THENCE NORTH 65°07'33" WEST 9.71 FEET;
54. THENCE NORTH 74°03'46" WEST 12.34 FEET;
55. THENCE NORTH 62°32'18" WEST 8.68 FEET;
56. THENCE NORTH 56°19'28" WEST 12.78 FEET;
57. THENCE NORTH 33°00'10" WEST 20.94 FEET;
58. THENCE NORTH 42°15'06" WEST 15.82 FEET;
59. THENCE NORTH 49°05'45" WEST 22.47 FEET;
60. THENCE NORTH 56°02'31" WEST 78.04 FEET;
61. THENCE NORTH 57°03'25" WEST 50.14 FEET;
62. THENCE NORTH 62°32'12" WEST 41.24 FEET;
63. THENCE NORTH 17°44'30" WEST 27.82 FEET;
64. THENCE NORTH 48°27'46" WEST 18.12 FEET;
65. THENCE SOUTH 81°58'21" WEST 25.37 FEET;
66. THENCE NORTH 74°29'02" WEST 8.64 FEET;
67. THENCE NORTH 39°49'15" WEST 15.64 FEET;
68. THENCE NORTH 26°58'18" WEST 20.05 FEET;
69. THENCE NORTH 42°46'04" WEST 45.44 FEET;
70. THENCE NORTH 59°32'54" WEST 9.12 FEET;
71. THENCE NORTH 70°29'26" WEST 30.90 FEET;
72. THENCE NORTH 04°09'43" EAST 16.99 FEET;
73. THENCE NORTH 19°39'38" WEST 27.07 FEET;
74. THENCE NORTH 31°56'18" WEST 69.34 FEET;
75. THENCE NORTH 24°41'06" WEST 32.55 FEET TO THE BEGINNING OF A NON-TANGENT 317.00-FOOT RADIUS CURVE CONCAVE WESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 86°16'16" EAST;
76. THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°05'17" AN ARC DISTANCE OF 6.02 FEET;



**EXHIBIT "C"**  
LEGAL DESCRIPTION  
PERMANENT MITIGATION AREA  
APN 559-160-18 & 559-160-19


77. THENCE SOUTH 04°49'01" WEST 34.52 FEET TO THE BEGINNING OF A TANGENT 34.00-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY;
78. THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°56'57" AN ARC DISTANCE OF 24.30 FEET;
79. THENCE SOUTH 36°07'56" EAST 175.22 FEET TO THE BEGINNING OF A TANGENT 199.00-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY;
80. THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°19'31" AN ARC DISTANCE OF 98.38 FEET TO THE BEGINNING OF A 731.00-FOOT RADIUS REVERSE CURVE CONCAVE SOUTHWESTERLY;
81. THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°56'33" AN ARC DISTANCE OF 165.13 FEET;
82. THENCE SOUTH 51°30'54" EAST 134.64 FEET TO THE BEGINNING OF A TANGENT 216.00-FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY;
83. THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°00'59" AN ARC DISTANCE OF 67.92 FEET TO SAID EASTERLY OF SAID LAND PER DD1;
84. THENCE ALONG SAID EASTERLY LINE SOUTH 17°42'28" EAST 66.43 FEET TO THE BEGINNING OF A NON-TANGENT 781.00-FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 61°36'42" EAST;
85. THENCE LEAVING SAID EASTERLY LINE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°33'10" AN ARC DISTANCE OF 62.06 FEET TO THE BEGINNING OF A 201.00-FOOT RADIUS COMPOUND CURVE CONCAVE SOUTHWESTERLY;
86. THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°34'27" AN ARC DISTANCE OF 65.16 FEET;
87. THENCE NORTH 51°30'54" WEST 134.64 FEET TO THE BEGINNING OF A TANGENT 716.00-FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY;
88. THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°56'33" AN ARC DISTANCE OF 161.74 FEET TO THE BEGINNING OF A 214.00-FOOT RADIUS REVERSE CURVE CONCAVE NORTHEASTERLY;
89. THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°19'31" AN ARC DISTANCE OF 105.80 FEET;
90. THENCE NORTH 36°07'56" WEST 175.22 FEET TO THE BEGINNING OF A TANGENT 49.00-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY;
91. THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°56'57" AN ARC DISTANCE OF 35.02 FEET;
92. THENCE NORTH 04°49'01" EAST 34.52 FEET TO THE BEGINNING OF A TANGENT 302.00-FOOT RADIUS CURVE CONCAVE WESTERLY;
93. THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°18'54" AN ARC DISTANCE OF 96.54 FEET;
94. THENCE NORTH 13°29'53" WEST A DISTANCE OF 2.27 FEET TO THE **TRUE POINT OF BEGINNING.**

AREA = 39,846 SF, MORE OR LESS (BASED ON GROUND DISTANCES).

SEE EXHIBIT "D" ATTACHED AND BY REFERENCE MADE A PART HEREOF.

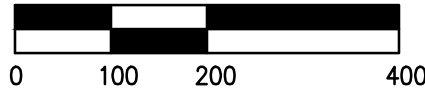
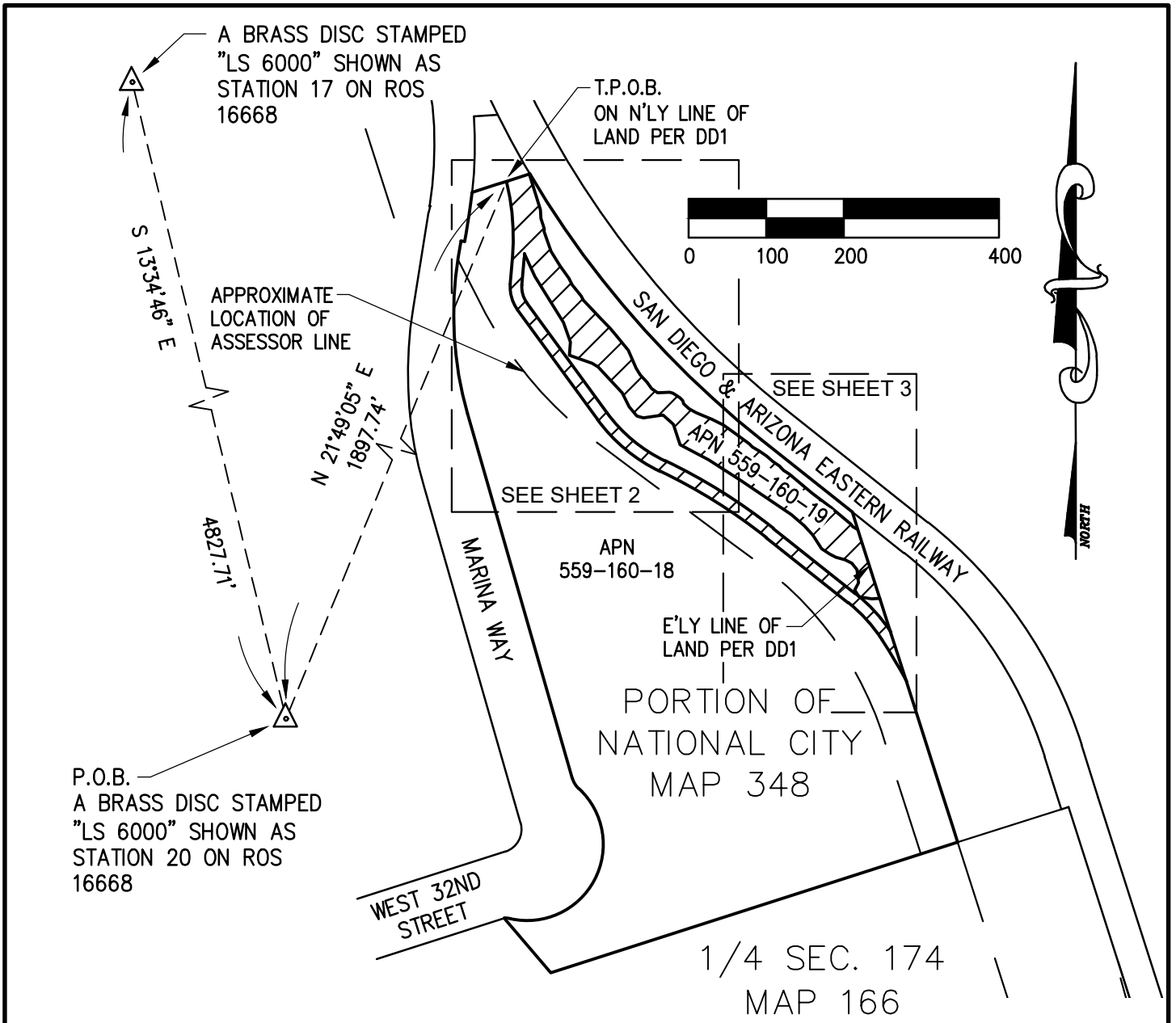
**EXHIBIT "C"**  
LEGAL DESCRIPTION  
PERMANENT MITIGATION AREA  
APN 559-160-18 & 559-160-19

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, NAD83, EPOCH 1991.35 (UNLESS OTHERWISE NOTED). DIVIDE DISTANCES SHOWN BY 1.00002970 TO OBTAIN GROUND DISTANCES.



  
\_\_\_\_\_  
JOEL D. RIIPINEN LS 7942

5/30/2023





**LEGEND**

-  PERMANENT MITIGATION  
AREA = 39,846 SQ. FT., MORE OR LESS
- P.O.B. POINT OF BEGINNING
- T.P.O.B. TRUE POINT OF BEGINNING
- DD1 DEED TO SAN DIEGO UNIFIED PORT  
DISTRICT REC. 12/28/1994 AS DOC.  
NO. 1994-0735221 O.R.
-  CONTROL POINT PER ROS 16668

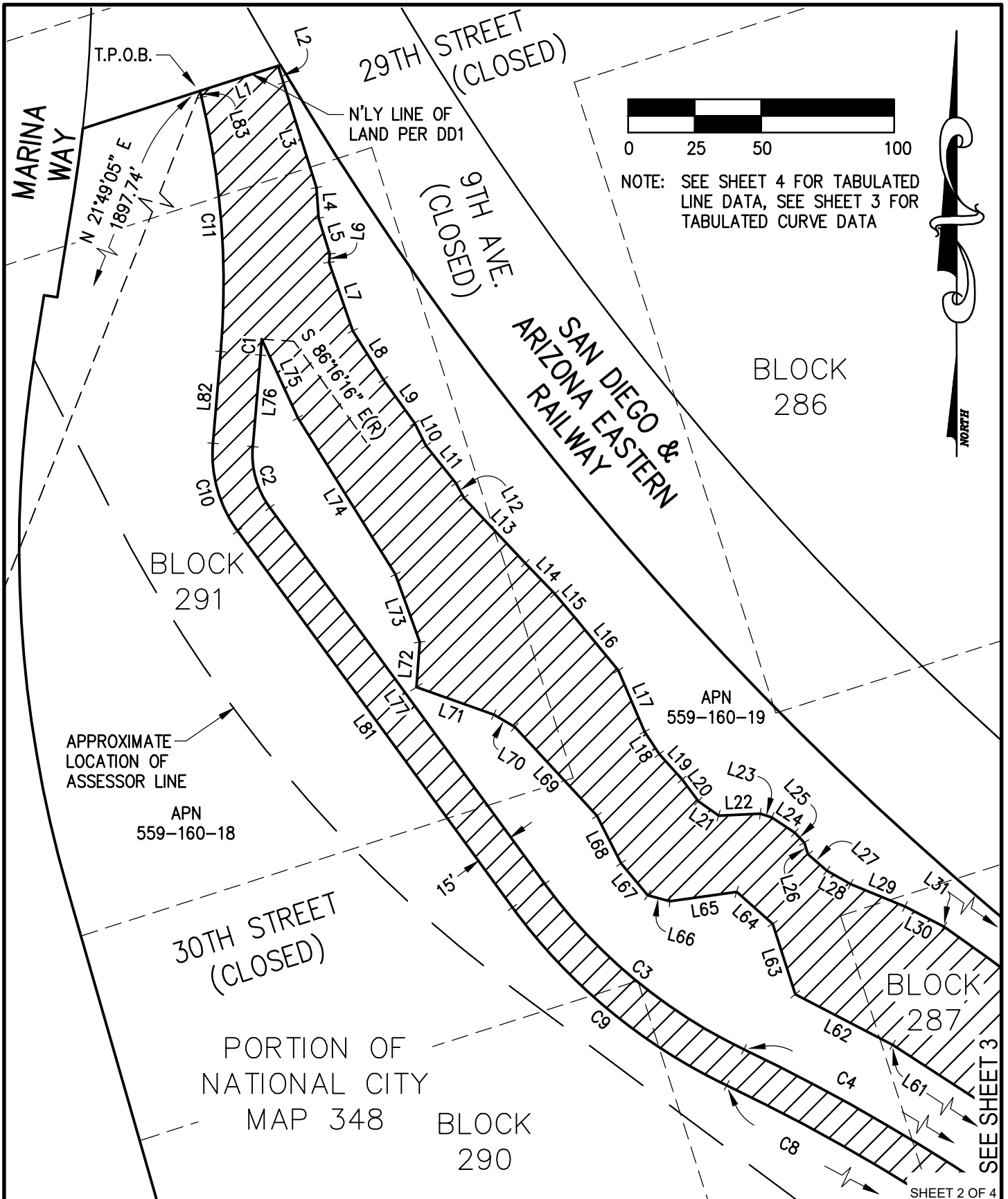


SHEET 1 OF 4

DRAWN	KENNETH ANDERSON
CHECKED	JOEL RIIPINEN
REVIEWED	
APPROVED	
DIRECTOR OF ENGINEERING	

**SAN DIEGO UNIFIED PORT DISTRICT**  
 PERMANENT MITIGATION AREA WITHIN THE  
 CORPORATE LIMITS OF THE CITY OF NATIONAL CITY  
**CITY OF NATIONAL CITY**

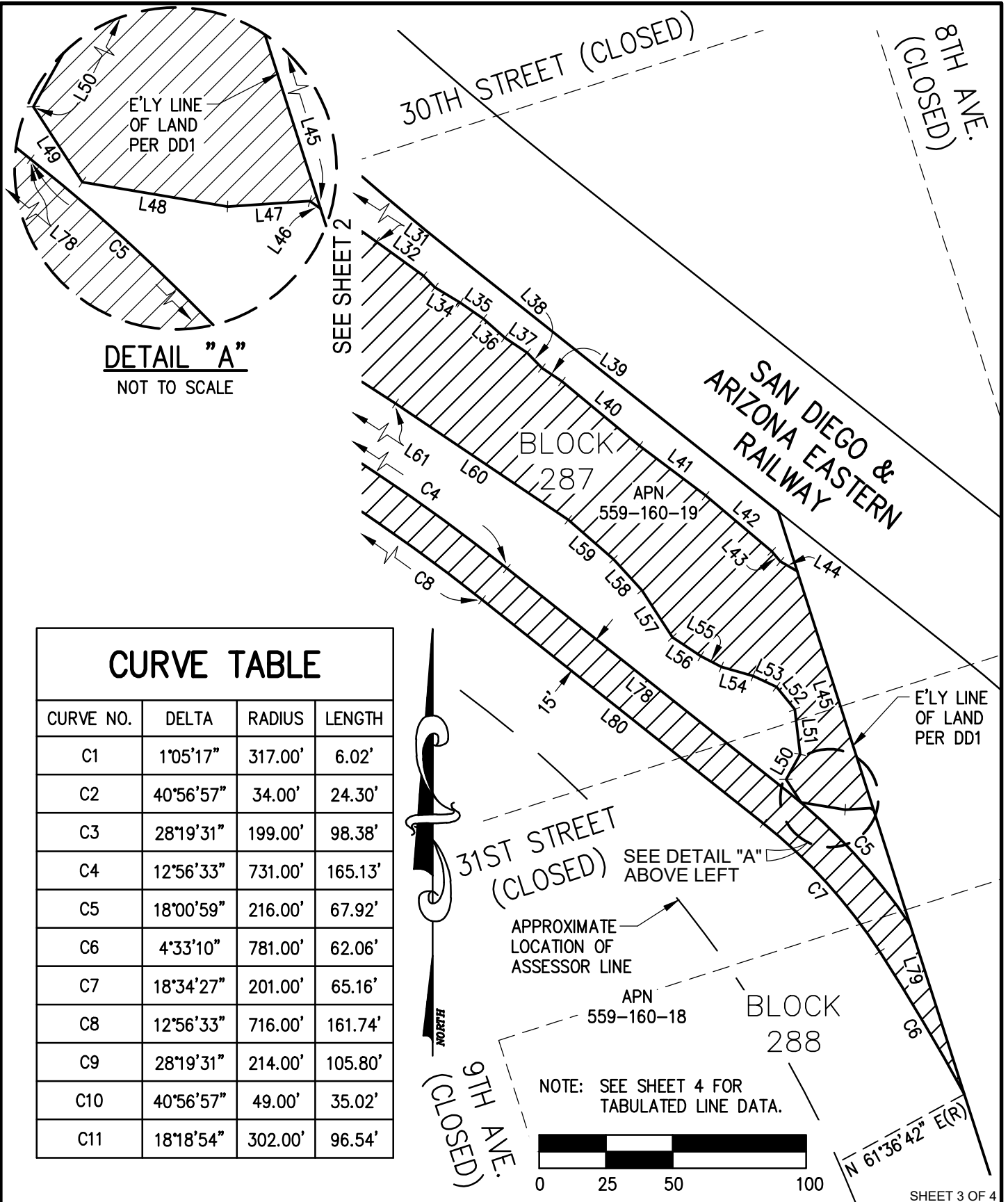
DATE	30 MAY 2023
SCALE	AS NOTED
REF.	
DRAWING NO.	



DRAWN	KENNETH ANDERSON
CHECKED	JOEL RIIPINEN
REVIEWED	
APPROVED	
DIRECTOR OF ENGINEERING	

**SAN DIEGO UNIFIED PORT DISTRICT**  
 PERMANENT MITIGATION AREA WITHIN THE  
 CORPORATE LIMITS OF THE CITY OF NATIONAL CITY  
**CITY OF NATIONAL CITY**

DATE	30 MAY 2023
SCALE	AS NOTED
REF.	
DRAWING NO.	



### CURVE TABLE

CURVE NO.	DELTA	RADIUS	LENGTH
C1	1°05'17"	317.00'	6.02'
C2	40°56'57"	34.00'	24.30'
C3	28°19'31"	199.00'	98.38'
C4	12°56'33"	731.00'	165.13'
C5	18°00'59"	216.00'	67.92'
C6	4°33'10"	781.00'	62.06'
C7	18°34'27"	201.00'	65.16'
C8	12°56'33"	716.00'	161.74'
C9	28°19'31"	214.00'	105.80'
C10	40°56'57"	49.00'	35.02'
C11	18°18'54"	302.00'	96.54'

DRAWN KENNETH ANDERSON  
 CHECKED JOEL RIIPINEN  
 REVIEWED \_\_\_\_\_  
 APPROVED \_\_\_\_\_  
 DIRECTOR OF ENGINEERING

**SAN DIEGO UNIFIED PORT DISTRICT**  
 PERMANENT MITIGATION AREA WITHIN THE  
 CORPORATE LIMITS OF THE CITY OF NATIONAL CITY  
**CITY OF NATIONAL CITY**

DATE 30 MAY 2023  
 SCALE AS NOTED  
 REF. \_\_\_\_\_  
 DRAWING NO. \_\_\_\_\_

### LINE TABLE

LINE NO.	DIRECTION	LENGTH
L1	N 72°10'05" E	30.88'
L2	S 17°27'08" E	6.64'
L3	S 17°27'08" E	41.37'
L4	S 03°56'50" E	11.55'
L5	S 17°29'52" E	14.06'
L6	S 05°53'04" W	3.19'
L7	S 19°12'04" E	27.26'
L8	S 32°04'28" E	21.63'
L9	S 35°36'29" E	20.15'
L10	S 27°01'02" E	9.50'
L11	S 38°24'12" E	18.12'
L12	S 28°16'22" E	6.19'
L13	S 43°20'30" E	33.71'
L14	S 43°50'00" E	16.02'
L15	S 40°16'46" E	11.45'
L16	S 39°23'17" E	25.93'
L17	S 23°09'20" E	25.07'
L18	S 33°11'19" E	10.11'
L19	S 42°08'56" E	12.88'
L20	S 36°30'53" E	10.12'
L21	S 54°55'13" E	9.39'
L22	N 87°18'45" E	15.65'
L23	S 72°12'48" E	4.53'
L24	S 56°11'56" E	10.38'
L25	S 43°45'30" E	5.18'
L26	S 17°46'38" E	4.53'
L27	S 48°52'49" E	9.40'
L28	S 60°30'58" E	10.30'

### LINE TABLE

LINE NO.	DIRECTION	LENGTH
L29	S 67°30'18" E	22.12'
L30	S 62°40'59" E	16.52'
L31	S 54°36'25" E	18.98'
L32	S 54°05'08" E	21.92'
L33	S 45°00'28" E	6.10'
L34	S 58°38'28" E	11.06'
L35	S 55°20'42" E	10.56'
L36	S 48°39'44" E	10.71'
L37	S 55°48'54" E	10.11'
L38	S 44°11'16" E	7.92'
L39	S 56°14'15" E	9.09'
L40	S 50°14'32" E	37.71'
L41	S 53°01'16" E	31.07'
L42	S 49°50'22" E	32.41'
L43	S 40°46'09" E	4.93'
L44	S 59°45'50" E	7.32'
L45	S 17°42'28" E	94.03'
L46	N 55°11'24" W	1.49'
L47	S 86°15'01" W	9.42'
L48	N 80°27'16" W	16.84'
L49	N 33°00'14" W	10.26'
L50	N 29°08'51" E	10.76'
L51	N 06°48'18" W	16.91'
L52	N 38°40'30" W	10.85'
L53	N 65°07'33" W	9.71'
L54	N 74°03'46" W	12.34'
L55	N 62°32'18" W	8.68'
L56	N 56°19'28" W	12.78'

### LINE TABLE

LINE NO.	DIRECTION	LENGTH
L57	N 33°00'10" W	20.94'
L58	N 42°15'06" W	15.82'
L59	N 49°05'45" W	22.47'
L60	N 56°02'31" W	78.04'
L61	N 57°03'25" W	50.14'
L62	N 62°32'12" W	41.24'
L63	N 17°44'30" W	27.82'
L64	N 48°27'46" W	18.12'
L65	S 81°58'21" W	25.37'
L66	N 74°29'02" W	8.64'
L67	N 39°49'15" W	15.64'
L68	N 26°58'18" W	20.05'
L69	N 42°46'04" W	45.44'
L70	N 59°32'54" W	9.12'
L71	N 70°29'26" W	30.90'
L72	N 04°09'43" E	16.99'
L73	N 19°39'38" W	27.07'
L74	N 31°56'18" W	69.34'
L75	N 24°41'06" W	32.55'
L76	S 04°49'01" W	34.52'
L77	S 36°07'56" E	175.22'
L78	S 51°30'54" E	134.64'
L79	N 17°42'28" W	66.43'
L80	N 51°30'54" W	134.64'
L81	N 36°07'56" W	175.22'
L82	N 04°49'01" E	34.52'
L83	N 13°29'53" W	2.27'

SHEET 4 OF 4

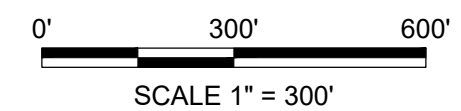
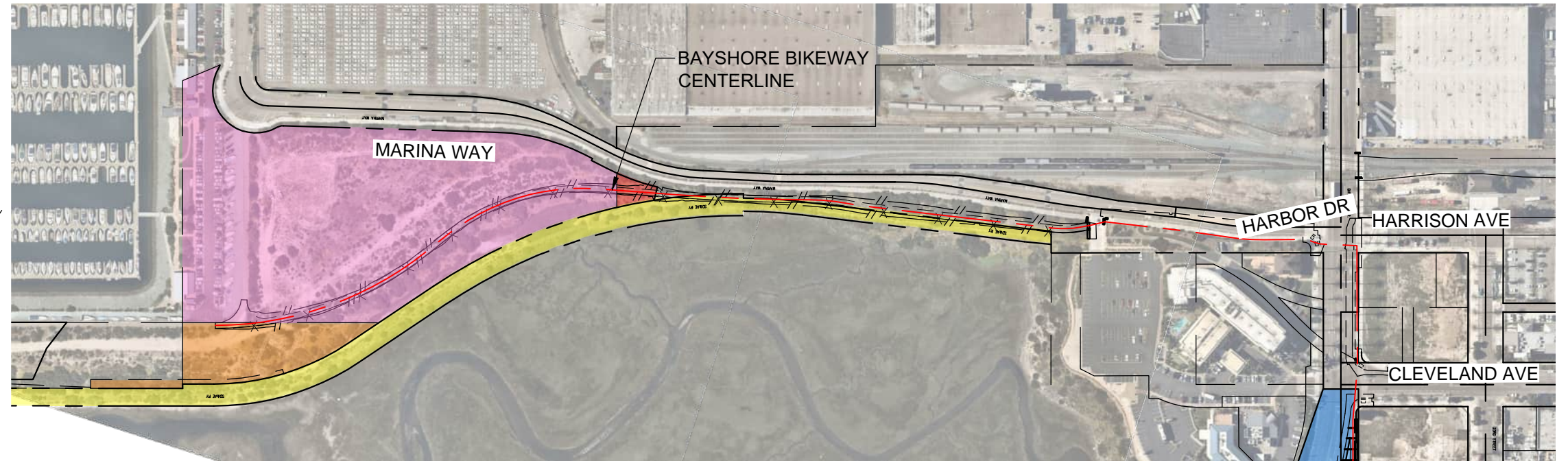
DRAWN	KENNETH ANDERSON
CHECKED	JOEL RIIPINEN
REVIEWED	
APPROVED	
DIRECTOR OF ENGINEERING	

**SAN DIEGO UNIFIED PORT DISTRICT**  
 PERMANENT MITIGATION AREA WITHIN THE  
 CORPORATE LIMITS OF THE CITY OF NATIONAL CITY  
**CITY OF NATIONAL CITY**

DATE	30 MAY 2023
SCALE	AS NOTED
REF.	
DRAWING NO.	

# EXHIBIT 1

- MTS
- SDG&E
- BNSF
- CALTRANS
- PORT AUTHORITY



**RESOLUTION NO. 2023 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH SAN DIEGO GAS & ELECTRIC COMPANY FOR THE PURPOSE OF CONSTRUCTION, PLANTING MITIGATION, MONITORING, OPERATION, INSPECTION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE BIKE PATH FOR SEGMENT 5 OF THE BAYSHORE BIKEWAY IN THE CITY OF NATIONAL CITY**

**WHEREAS**, the Bayshore Bikeway is a Regional bike facility that supports recreation in the City of National City, with a large portion of the bikeway located on-street; and

**WHEREAS**, a plan has been in place to relocate portions of the Bikeway to a Class I bike path with other improvements, which is referred to as the Segment 5 Bike Path Project in the City of National City; and

**WHEREAS**, the City of National City has acquired funding from Federal Active Transportation Program Funds, Affordable Housing and Sustainable Communities Funds, and SDUPD "Port" funds for the Segment 5 Bike Path Project; and

**WHEREAS**, the Balanced Plan EIR has been adopted, which included the Segment 5 Bike Path; and

**WHEREAS**, the California Coastal Commission has recently approved a Coastal Development Permit for the Segment 5 Bike Path Project; and

**WHEREAS**, the Segment 5 Bike Path Project is designed to be on property owned or controlled by San Diego Gas & Electric Company, BNSF Railway Company, San Diego Metropolitan Transit System, and the San Diego Unified Port District; and

**WHEREAS**, staff has acquired permission to use these entities' property and have drafted individual agreements with each of these entities.

**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 the License Agreement, attached to the Agenda Report, between San Diego Gas & Electric Company and the City of National City.

**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 20th day of June, 2023.**

\_\_\_\_\_  
Ron Morrison, Mayor

**ATTEST:**

\_\_\_\_\_  
Shelley Chapel, MMC, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Barry J. Schultz, City Attorney

**RESOLUTION NO. 2023 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH BNSF RAILWAY COMPANY FOR THE PURPOSE OF CONSTRUCTION, PLANTING MITIGATION, MONITORING, OPERATION, INSPECTION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE BIKE PATH FOR SEGMENT 5 OF THE BAYSHORE BIKEWAY IN THE CITY OF NATIONAL CITY**

**WHEREAS**, the Bayshore Bikeway is a Regional bike facility that supports recreation in the City of National City, with a large portion of the bikeway located on-street; and

**WHEREAS**, a plan has been in place to relocate portions of the Bikeway to a Class I bike path with other improvements, which is referred to as the Segment 5 Bike Path Project in the City of National City; and

**WHEREAS**, the City of National City has acquired funding from Federal Active Transportation Program Funds, Affordable Housing and Sustainable Communities Funds, and SDUPD "Port" funds for the Segment 5 Bike Path Project; and

**WHEREAS**, the Balanced Plan EIR has been adopted, which included the Segment 5 Bike Path; and

**WHEREAS**, the California Coastal Commission has recently approved a Coastal Development Permit for the Segment 5 Bike Path Project; and

**WHEREAS**, the Segment 5 Bike Path Project is designed to be on property owned or controlled by San Diego Gas & Electric Company, BNSF Railway Company, San Diego Metropolitan Transit System, and the San Diego Unified Port District; and

**WHEREAS**, staff has acquired permission to use these entities' property and have drafted individual agreements with each of these entities.

**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 the Grade Crossing Construction and Maintenance Agreement (Maintenance Agreement), subject to final City Attorney approval, between BNSF Railway Company and the City of National City.

**Section 2:** That the City Council hereby authorizes the Mayor to execute two Easement Agreements and one Temporary Easement Agreement, attached to the Maintenance Agreement, subject to final City Attorney approval, between BNSF Railway Company and the City of National City.

**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 20th day of June, 2023.**

\_\_\_\_\_  
Ron Morrison, Mayor

**ATTEST:**

\_\_\_\_\_  
Shelley Chapel, MMC, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Barry J. Schultz, City Attorney

**RESOLUTION NO. 2023 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH SAN DIEGO METROPOLITAN TRANSIT SYSTEM FOR THE PURPOSE OF CONSTRUCTION, PLANTING MITIGATION, MONITORING, OPERATION, INSPECTION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE BIKE PATH FOR SEGMENT 5 OF THE BAYSHORE BIKEWAY IN THE CITY OF NATIONAL CITY**

**WHEREAS**, the Bayshore Bikeway is a Regional bike facility that supports recreation in the City of National City, with a large portion of the bikeway located on-street; and

**WHEREAS**, a plan has been in place to relocate portions of the Bikeway to a Class I bike path with other improvements, which is referred to as the Segment 5 Bike Path Project in the City of National City; and

**WHEREAS**, the City of National City has acquired funding form Federal Active Transportation Program Funds, Affordable Housing and Sustainable Communities Funds, and SDUPD "Port" funds for the Segment 5 Bike Path Project; and

**WHEREAS**, the Balanced Plan EIR has been adopted, which included the Segment 5 Bike Path; and

**WHEREAS**, the California Coastal Commission has recently approved a Coastal Development Permit for the Segment 5 Bike Path Project; and

**WHEREAS**, the Segment 5 Bike Path Project is designed to be on property owned or controlled by San Diego Gas & Electric Company, BNSF Railway Company, San Diego Metropolitan Transit System, and the San Diego Unified Port District; and

**WHEREAS**, staff has acquired permission to use these entities' property and have drafted individual agreements with each of these entities.

**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 the Construction and Maintenance Agreement for the Bayshore Bikeway Project and the Railroad Right-of-Way License, attached to the Agenda Report, between San Diego Metropolitan Transit System and the City of National City.

**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 20th day of June, 2023.**

\_\_\_\_\_  
Ron Morrison, Mayor

**ATTEST:**

\_\_\_\_\_  
Shelley Chapel, MMC, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Barry J. Schultz, City Attorney

**RESOLUTION NO. 2023 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH THE SAN DIEGO UNIFIED PORT DISTRICT FOR THE PURPOSE OF CONSTRUCTION, PLANTING MITIGATION, MONITORING, OPERATION, INSPECTION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE BIKE PATH FOR SEGMENT 5 OF THE BAYSHORE BIKEWAY IN THE CITY OF NATIONAL CITY**

**WHEREAS**, the Bayshore Bikeway is a Regional bike facility that supports recreation in the City of National City, with a large portion of the bikeway located on-street; and

**WHEREAS**, a plan has been in place to relocate portions of the Bikeway to a Class I bike path with other improvements, which is referred to as the Segment 5 Bike Path Project in the City of National City; and

**WHEREAS**, the City of National City has acquired funding from Federal Active Transportation Program Funds, Affordable Housing and Sustainable Communities Funds, and SDUPD "Port" funds for the Segment 5 Bike Path Project; and

**WHEREAS**, the Balanced Plan EIR has been adopted, which included the Segment 5 Bike Path; and

**WHEREAS**, the California Coastal Commission has recently approved a Coastal Development Permit for the Segment 5 Bike Path Project; and

**WHEREAS**, the Segment 5 Bike Path Project is designed to be on property owned or controlled by San Diego Gas & Electric Company, BNSF Railway Company, San Diego Metropolitan Transit System, and the San Diego Unified Port District; and

**WHEREAS**, staff has acquired permission to use these entities' property and have drafted individual agreements with each of these entities.

**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 the Easement and Maintenance Agreement, attached to the Agenda Report, between the San Diego Unified Port District and the City of National City.

**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 20th 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:** Roberto Yano, Director Public Works/City Engineer  
**Meeting Date:** Tuesday, May 2, 2023  
**Approved by:** Armando Vergara, Interim City Manager

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**SUBJECT:**

Approval of a Three (3) year Contract for a Not-to-Exceed Amount of \$2 Million Dollars with Circuit Transit Inc. with an Option for Two (2) One-Year Extensions Depending on Available Funds to Provide the Free Ride Around National City (FRANC) Shuttle Prog

**RECOMMENDATION:**

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Use of Cooperative Procurement with SANDAG's Regional Flexible Fleet Services Procurement Process to Award a Three (3) Year Contract for a Not-to-Exceed Amount of \$2 Million Dollars to Circuit Transit Inc. with an Option for Two (2) One-Year Extensions Depending on Available Funding to Provide the Free Ride Around National City (FRANC) Shuttle Program.

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**

Not Applicable.

**EXPLANATION:**

In December 2022, the City Council appropriated \$999,996 from the Clean Mobility Options (CMO) Voucher Program for the Free Ride Around National City (FRANC) Shuttle Program. Staff is bringing forward the agreements that need to be in place so that we can have FRANC up and running by Labor Day, September 4, 2023.

To get the FRANC Shuttle Program up and running there are a number of milestones that need to be accomplished. This staff report requests City Council approval of the cooperative procurement process and the award of a service contract. Staff is proposing to award a contract for the FRANC Shuttle Service through the authority of National City Municipal Code Section 2.60.260 which allows the City to take advantage of cooperative purchasing with other public agencies. In the case of our FRANC program, SANDAG has already performed a Request for Proposals (RFP) for Regional Flexible Fleet Services and awarded a contract to Circuit Transit Inc. SANDAG specifically performed this procurement on behalf of its member agencies to help facilitate bringing on these services for communities like ours. Each agency may then contract directly with the vendor that was selected.

The proposed contract agreement attached is for an initial three years with an option for two (2) one-year extensions depending on funding being available. At this time we have secured funding (CMO) for three (3) years and the fourth year is looking very promising with potential funding from the Port. The contract will initially be for a "not-to-exceed" amount of \$2 million dollars covering the three (3) years of operations and potentially the two (2) one-year options. When we receive future funding we will return to modify the contract. As a note, we are planning on the program

operating initially for four years with the understanding that the service will be adapting to how our customers use the service.

The attached contract's "Scope of Work" (Exhibit B) indicates that the FRANC Shuttle will operate seven (7) days a week 6:30 a.m. to 7:00 p.m. on weekdays and 10:00 a.m. to 7:00 p.m. on weekends. Exhibit C projects the monthly "first year" costs associated with the proposed operating schedule. The City will share in revenue from advertising that is on the vehicles (50% split after commission) in the form of a credit against the payments due to Circuit Transit Inc. Exhibit D describes the advertising guidelines and splitting of advertising revenues, and Exhibit E is a map of the service boundaries within the City.

Staff recommends that the City Council approved the attached Resolution and the associated contract.

**FINANCIAL STATEMENT:**

Revenue Account No. 296-06613-3463 - \$999,996 (Free Ride Around National City)

Expenditure Account No. 296-409-500-598-6613 - \$999,996 (Free Ride Around National City)

**RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:**

Transportation Choices and Infrastructure

**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 – Circuit Transit Agreement

Exhibit B – Scope of Work

Exhibit C – Pricing Allocation

Exhibit D – Advertising Guidelines

Exhibit E – Map

Exhibit F – Resolution

**BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
CIRCUIT TRANSIT INC.**

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of June, 2023, by and between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and CIRCUIT TRANSIT INC., a Florida corporation (the “CONTRACTOR”).

**R E C I T A L S**

**WHEREAS**, the CITY desires to employ a CONTRACTOR to provide specialized services to use clean mobility vehicles to comply with the Clean Mobility Options program.

**WHEREAS**, the CITY desires to employ a CONTRACTOR from the Clean Mobility Options program approved list of potential vendors for this type of work; and

**WHEREAS**, SANDAG performed a Request for Proposal (RFP) solicitation for Regional Flexible Fleet Services and the CONTRACTOR was awarded that contract; and

**WHEREAS**, the CITY has determined that the CONTRACTOR is an on-demand, electric, micro-transit solution company and is qualified by experience and ability to perform the services desired by the CITY, and the CONTRACTOR is willing to perform such services.

**WHEREAS**, the CITY has determined that the Clean Mobility Options Voucher program run by Cal Start and funded by the California Climate Investment Program has identified that the City of National City as a recipient for an approved voucher program for expenses associated with clean energy production and clean mobility.

**WHEREAS**, the CITY has determined the primary intent of the program is to operate clean mobility vehicles.

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

1. **ENGAGEMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR to provide specialized services to establish clean mobility vehicles to comply with the Clean Mobility Options program, and the CONTRACTOR agrees to perform the services set forth here in accordance with all terms and conditions contained herein and in the SANDAG standard service agreement contract No. 51145692.

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 June \_\_\_, 2023. The duration of this Agreement is for the period of June \_\_\_, 2023 through June \_\_\_, 2026. Completion dates or time durations for specific portions of the project are set forth in Exhibit “B”. This Agreement may be extended by mutual agreement upon



the same terms and conditions for an additional one (1) year terms. The Parties may exercise up to two (2) one-year extensions depending on available funding to provide the Free Ride Around National City (FRANC) Shuttle Program. 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 “B, C, D, and E”.

The CONTRACTOR shall be responsible for collecting data on ridership activity and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONTRACTOR shall meet with City monthly to review program services and provide presentations to the City Council on 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.** Director of Public Works/City Engineer 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. Daniel Kramer, Vice President, Operations and Business Development, 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 “B” shall not exceed \$2,000,000. The compensation for the CONTRACTOR’S work shall not exceed the rates set forth in Exhibit “C”. 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 “B”, as determined by the CITY. Notwithstanding, the CITY shall pay the CONTRACTOR for any increase of the Scope of Services to be performed by the CONTRACTOR as stated in Section 3 at the mutually agreed upon compensation.

The CONTRACTOR shall maintain all books, documents, papers, employee time sheets, accounting records, ridership, 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 CONTRACTORS'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 negligence, recklessness, or willful misconduct in the performance of this Agreement. 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.

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.  If checked, **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$5,000,000 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 \$5,000,000 per occurrence and \$5,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$4,000,000 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.

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. **Cyber Liability Insurance**, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate and coverage shall be sufficiently broad to respond to the duties and obligation as is undertaken by CONTRACTOR in this Agreement and Coverage

shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall name the CITY, its officers, officials, employees, and volunteers as additional insureds on the Cyber Liability policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations.

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

G. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONTRACTOR shall maintain such insurance coverage for three (3) years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

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

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

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

J. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the 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.

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

L. If the 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: Roberto Yano  
Director of Public Works/City Engineer  
Engineering & Public Works  
City of National City  
1243 National City Boulevard  
National City, CA 91950-4397

To CONTRACTOR:  
Daniel Kramer  
Vice President, Operations & Business Development  
Circuit Transit Inc.  
777 S. Flager Dr., Ste. 880W  
West Palm Beach, FL 33401

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 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 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**

**CIRCUIT TRANSIT INC.**

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

By: \_\_\_\_\_  
Interim Armando Vergara  
City Manager

By: \_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Print)*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*(Title)*

By: \_\_\_\_\_  
Barry J. Schultz,  
City Attorney

By: \_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Print)*

\_\_\_\_\_  
*(Title)*

**EXHIBIT B – SCOPE OF WORK**

Circuit will provide on-demand shuttle services using all-electric vehicles within a geo-fenced coverage area as shown below in Exhibit E. All Services will provide a total of **One Hundred Sixteen (116)** weekly vehicle hours, all supplied during the below Hours of Operation.

On-demand service will be hailed using an app and hand hailed. The coverage area and details of the service are subject to change based on utilization and decisions made by Circuit and the City. Please note that any changes to operating hours may impact the total cost of the program.

Performance Date: **TBD**

Performance End Date: **Three (3) years from the Performance Date and can include two (2) one year extensions**

Vehicles: **Three (3)**

The service will run **seven (7)** days per week during the Hours of Operation including certain holidays.

**Hours of Operation**

Day	Open	Close	Hours
Mon	6:30 AM	7:00 PM	12.5
Tues	6:30 AM	7:00 PM	12.5
Weds	6:30 AM	7:00 PM	12.5
Thurs	6:30 AM	7:00 PM	12.5
Fri	6:30 AM	7:00 PM	12.5
Sat	10:00 AM	7:00 PM	9
Sun	10:00 AM	7:00 PM	9
<b>TOTAL OPERATIONAL HOURS</b>			<b>80.5</b>

Condition of vehicles and storage areas:

- All vehicles to be maintained clean and free of dirt, grim, graffiti, stains and smells.
- Storage areas/parking area to be kept clean and free of trash. If a vehicle is placed out of service for more than 24 hours a substitute vehicle will be brought in to continue service.
- Data collection: All rides will be recorded/logged. Ridership data will be shared with the City on a weekly frequency.

**EXHIBIT C – PRICING ALLOCATION**

**Estimate Total First Year Cost for Services:** \$302,644 for the first 12 months of service.

**TOTAL:**

**Services Cost include:** Vehicles, W-2 Drivers, Management, Training, Insurance, Maintenance, Phones, App Hosting and Usage, Web Fees, and Basic Marketing Materials including Vehicle Wraps.

**Vehicle Wraps include** Artwork printing, installation and removal.

**The Client will provide:** Parking, Charging Access and Capability, Vehicle Storage and any other related improvements as necessary until the completion of the 8th Street Mobility Hub construction.

**Payment Schedule:**

<b>Payment - Date</b>	<b>Product</b>	<b>Amount</b>
EOM #1	Month 1 Service	\$25,220.33
EOM #2	Month 2 Service	\$25,220.33
EOM #3	Month 3 Service	\$25,220.33
EOM #4	Month 4 Service	\$25,220.33
EOM #5	Month 5 Service	\$25,220.33
EOM #6	Month 6 Service	\$25,220.33
EOM #7	Month 7 Service	\$25,220.33
EOM #8	Month 8 Service	\$25,220.33
EOM #9	Month 9 Service	\$25,220.33
EOM #10	Month 10 Service	\$25,220.33
EOM #11	Month 11 Service	\$25,220.33
EOM #12	Month 12 Service	\$25,220.33
<b>TOTAL COST</b>		<b>\$302,644</b>

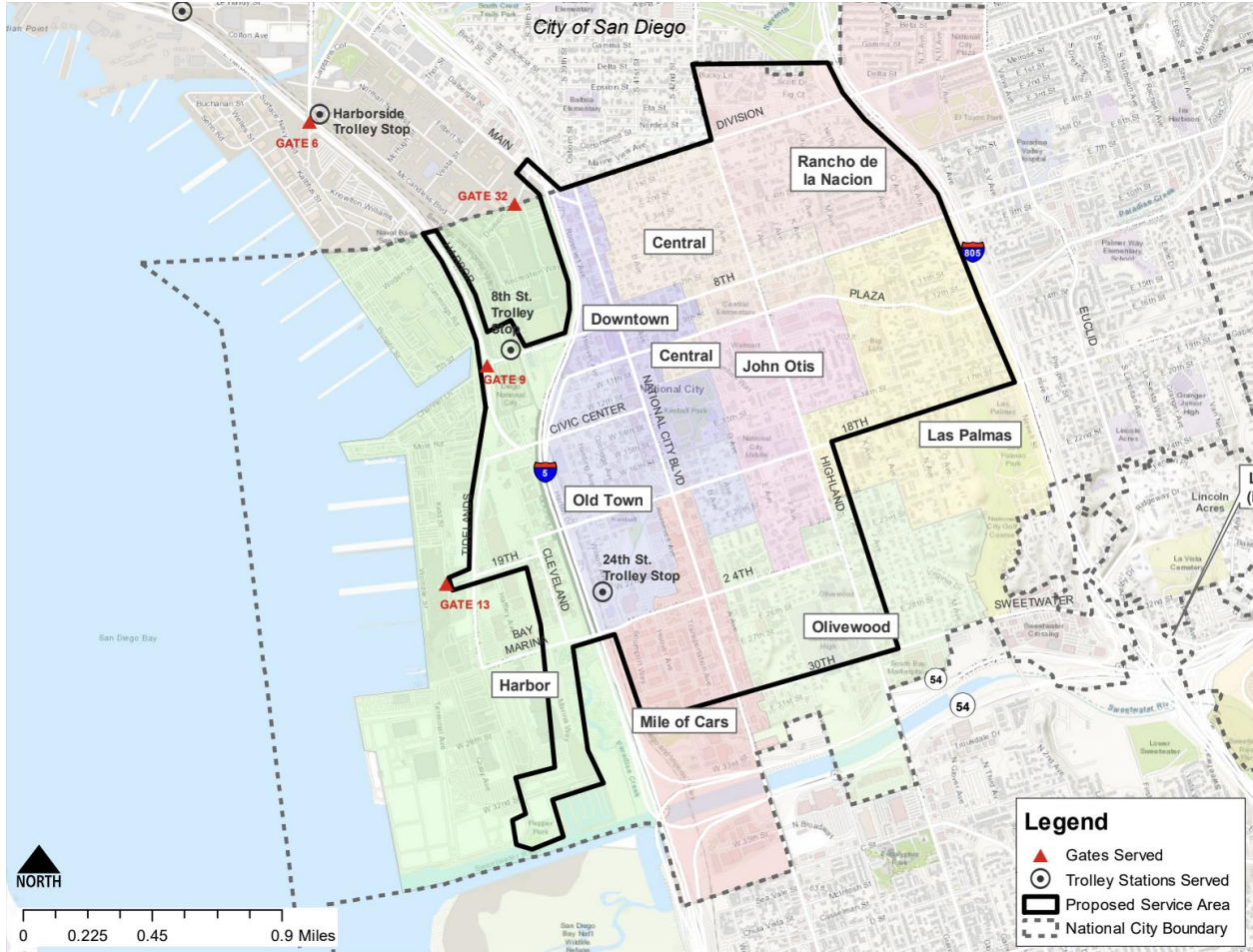
## EXHIBIT D – ADVERTISING GUIDELINES

1. In its agreement with its advertising contractors, Circuit will reserve the right to reject any advertisement, commercial or noncommercial.
  
2. All advertising and promotional materials, including, without limitation, any vehicle “wraps” (collectively “**Advertising**”) must conform to the following criteria:
  - A. Defamatory Advertising. No Advertising will be permitted that falsely disparages any person, product, or company, or that is likely to damage the reputation of any person, product, or company.
  
  - B. Advertising Condoning Criminal Conduct. No Advertising will be permitted that is likely to incite or produce imminent unlawful activity.
  
  - C. Obscene Advertising. No Advertising will be permitted that contains obscene matter or matter harmful to minors.
  
  - D. False Advertising. No Advertising will be permitted that contains false or grossly misleading information.
  
  - E. Tobacco and Firearms. No Advertising will be permitted that promotes the sale of tobacco or tobacco products, electronic cigarettes, or firearms.
  
  - F. Existing Laws. All Advertising must conform to applicable federal, state, and local statutes, laws, ordinances, rules and regulations.
  
3. The Client may make demand upon Circuit for the removal of any Advertising, commercial or noncommercial, that does not conform to this policy. Such demand will be in writing and will state reasonable grounds for the demand. Circuit will consider and act promptly upon the demand in accordance with this policy.

Circuit will credit the City for its share of the advertising revenue split (50%), less any commissions paid, in the form of a reduction (service credit) on the next payment that is due.

## EXHIBIT E – MAP

The coverage area and details of the service are subject to change based on utilization and decisions made by Circuit and the City.



**RESOLUTION NO 2023 –**

**RESOLUTION OF THE CITY COUNCIL OF THE NATIONAL CITY, CALIFORNIA AUTHORIZING THE USE OF COOPERATIVE PROCUREMENT WITH SANDAG'S REGIONAL FLEXIBLE FLEET SERVICES PROCUREMENT PROCESS TO AWARD A THREE (3) YEAR CONTRACT FOR A NOT TO EXCEED AMOUNT OF \$2 MILLION DOLLARS TO CIRCUIT TRANSIT INC. WITH AN OPTION FOR TWO (2) ONE YEAR EXTENSIONS DEPENDING ON AVAILABLE FUNDING TO PROVIDE THE FREE RIDE AROUND NATIONAL CITY (FRANC) SHUTTLE PROGRAM**

**WHEREAS**, the City Council in December 2022 appropriated \$999,996 from the Clean Mobility Options Voucher Program for the Free Ride Around National City (FRANC) shuttle program; and

**WHEREAS**, the National City Municipal Code Section 2.60.260 allows the City to take advantage of cooperative purchasing with other public agencies; and

**WHEREAS**, SANDAG performed a Request for Proposal (RFP) solicitation for Regional Flexible Fleet Services and awarded a contract to Circuit Transit Inc.; and

**WHEREAS**, City staff recommends authorizing the use of cooperative procurement with SANDAG's Regional Flexible Fleet Services procurement process to award a three (3) year Contract for a not to exceed amount of \$2 million dollars to Circuit Transit Inc. with an option for two (2) one year extensions depending on available funding to provide the Free Ride Around National City (FRANC) Shuttle Program.

**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 use of cooperative procurement with SANDAG's Regional Flexible Fleet Services procurement process to award a three (3) year Contract for a not to exceed amount of \$2 million dollars to Circuit Transit Inc. with an option for two (2) one year extensions depending on available funding to provide the Free Ride Around National City (FRANC) Shuttle Program.

**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 20<sup>th</sup> day of June, 2023**

\_\_\_\_\_  
Ron Morrison, Mayor

**ATTEST:**

\_\_\_\_\_  
Shelley Chapel, Interim City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Barry J. Schultz, City Attorney





# AGENDA REPORT

**Department:** City Manager's Office  
**Prepared by:** Rhonda Huth, Interim Deputy City Manager  
**Meeting Date:** Tuesday, June 20, 2023  
**Approved by:** Armando Vergara, Interim City Manager

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**SUBJECT:**

Authorize the Acceptance of the California Automated Permit Processing Program Grant

**RECOMMENDATION:**

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the City Manager or Designee to Accept the California Automated Permit Processing Program Grant in the Amount of \$60,000 from the California Energy Commission to Fund the National City Building Division's Implementation of an Online Solar Permitting Platform and Authorizing the Establishment of a Community Development Reimbursable Grant Fund Appropriation of \$60,000 and Corresponding Revenue Budget."

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**

Not Applicable.

**EXPLANATION:**

Senate Bill 129 (Skinner, Budget Act of 2021) appropriated \$20 million in funding to the California Energy Commission (CEC) to support a funding program for California cities and counties, to establish an online, automated permitting platform that verifies code compliance and issues permits in real time for a solar energy system.

Funding is available through the California Automated Permit Processing Program (CalAPP) and determined by population size. Cities or counties with populations under 50,000 receive up to \$40,000; populations 50,000 – 99,999 receive up to \$60,000; populations 100,000 - 200,000 receive up to \$80,000; and populations above \$200,000 can receive \$100,000. The City of National City is eligible for \$60,000 and can choose to use the State's platform, SolarAPP+, or another platform that is verified as a qualifying platform. The City has selected to implement SolarAPP+. All costs (in-house staff labor costs, consultant time associated with adoption and maintenance, ongoing staff and local installers training and education, and essential hardware/equipment) associated with the implementation of SolarAPP+ can be reimbursed by the grant funds.

The National Renewable Energy Laboratory along with key code officials, authorities having jurisdictions at the local level, and the solar industry collaborated to create SolarAPP+. SolarAPP+ is a standardized plan review software that can run compliance checks and process building permit approvals for eligible rooftop solar systems in less than one day. The current process used by National City is to send the plan reviews to a third party, which may take anywhere from two weeks to one month for approval. Utilizing the SolarAPP+ platform provides an approval instantly and sends outputs to the City. In addition, the contractor will pay \$25 to SolarAPP+ compared to the \$152 fee for the City's third party review. The contractor can also

email the required documents to National City to receive their installation permit and call to make an appointment.

**FINANCIAL STATEMENT:**

Adoption of the Resolution will approve the acceptance of the California Automated Permit Processing Program Grant in the amount of \$60,000 and will establish a Community Development reimbursable grant fund appropriation of \$60,000 and corresponding revenue budget.

**RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:**

Housing and Community 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 – CalAPP Agreement

Exhibit B – Resolution



RECIPIENT  <b>City of National City</b>	AGREEMENT NUMBER  <b>APP-22-188</b>
ADDRESS  1243 National City Blvd. National City, CA 91950	AGREEMENT TERM  <b>04/28/2023 to 05/31/2027</b>  The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION  
 The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

<b>Exhibit A</b> – Application with Scope of Work	Page(s): 4
<b>Exhibit B</b> – APP General Terms and Conditions	Page(s): 5
<b>Exhibit C</b> – Contact List	Page(s): 1

REIMBURSABLE AMOUNT  <b>\$ 60,000</b>
MINIMUM MATCH SHARE REQUIRED  <b>\$ 0</b>
TOTAL OF REIMBURSABLE AMOUNT AND MINIMUM MATCH  <b>\$ 60,000</b>

*The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.*

CALIFORNIA ENERGY COMMISSION		CONTRACTOR	
AUTHORIZED SIGNATURE <i>Adrienne Winuk</i>	DATE 5/17/2023	AUTHORIZED SIGNATURE <i>Armando Vergara</i>	DATE 5/17/2023
NAME Adrienne Winuk		NAME Armando Vergara	
TITLE Contracts, Grants, and Loans Office Manager		TITLE Acting City Manager	
CALIFORNIA ENERGY COMMISSION ADDRESS 715 P Street, MS 18, Sacramento, CA 95814			

**ATTACHMENT 01  
Grant Application Form – EXHIBIT A**

**California Automated Permit Processing (CalAPP) Program**

**1. APPLICANT INFORMATION (REQUIRED)**

Jurisdiction Name (please use full legal name as it would appear on the executed grant): The City of National City
Jurisdiction Type (select one): <input checked="" type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> City and County
Current Estimated Population <a href="https://dof.ca.gov/forecasting/Demographics/">State of California Department of Finance Demographics</a> (https://dof.ca.gov/forecasting/Demographics/): <input type="checkbox"/> Less than 50,000 <input type="checkbox"/> From 100,000 to 200,000 <input checked="" type="checkbox"/> From 50,000 to 99,999 <input type="checkbox"/> Greater than 200,000

Project Manager <i>(serves as point of contact for all communications)</i>	Name	Ben Martinez
	Street Address	1243 National City Blvd.
	City and Zip Code	National City 91950
	Phone Number	(619) 336-4523
	E-Mail Address	bmartinez@nationalcityca.gov

**2. FUNDING (REQUIRED)**

<b>Assigned Maximum Grant Amount</b> (select <b><i>one</i></b> )
<input type="checkbox"/> <b>Group 1 (\$40,000):</b> Population less than 50,000
<input checked="" type="checkbox"/> <b>Group 2 (\$60,000):</b> Population from 50,000 to 99,999
<input type="checkbox"/> <b>Group 3 (\$80,000):</b> Population from 100,000 to 200,000
<input type="checkbox"/> <b>Group 4 (\$100,000):</b> Population greater than 200,000

**3. PROJECT INFORMATION (REQUIRED)**

**A. Online, automated solar permitting platform to be adopted:**

SolarAPP+

Other. If selected, complete Section 4 ("Additional Information")

**B. Please select allowable budget item(s) anticipated to be used (Select at least one):**

Ongoing in-house staff labor costs associated directly with adoption and maintenance of the platform

Ongoing third-party or consultant time associated directly with adoption and maintenance of the platform

Ongoing staff training and education, specific to the platform

Ongoing training events for local installers, specific to the platform

Essential hardware or equipment necessary to support adoption of the platform

Maintenance, such as adding support for energy storage paired with solar energy system permitting, and subscription cost for permit tracking software in support of adopted permitting platform

**C. Estimated Project Timeline\***

\*Enter actual dates if activities already began

<b>Activity</b>	<b>Date (Month/Year)</b>
Begin Development/Pilot	June 2023
Full Adoption	July 1, 2023
Staff Training	June - July 2023
Training for Local Installers	Ongoing from June 2023

**4. ADDITIONAL INFORMATION (if applicable)**

**NOTE:** Only complete this section if you implement a platform other than SolarAPP+

Please identify whether the following features are supported by the implemented platform. All features are required for the platform to qualify for funding. CEC staff will verify prior to payment approval.

<p>Performs an automated plan review for residential solar energy systems that completes automatic code compliance checks based on user inputs (such as a contractor), thereby enabling or otherwise issuing permits instantly when the project is confirmed as code compliant, without the need for human review</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>Supports online, immediate fee payment once an application is complete, which may include auto-invoicing of permit fee costs</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>Supports immediate generation of a permit job card following payment confirmation</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>Blocks noncompliant applications from receiving a permit</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p><b>EITHER:</b> 1) Stand-alone permitting tool; <b>OR</b> 2) Integrates with current software and inspection platform already in use</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**5. REPORTING (REQUIRED)**

<p>Following adoption and verification of a qualifying platform, the Energy Commission may request, and the Recipient will provide if requested, annual data on the number of permits issued for solar energy systems and a solar energy system paired with an energy storage system including relevant characteristics of those systems, such as system capacity.</p> <p>Please indicate your acceptance of these terms.</p>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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**6. CERTIFICATION (REQUIRED)**

- I am authorized to complete and sign this form on behalf of the applicant.
- I authorize the California Energy Commission to make any inquiries necessary to verify the information presented in this application.
- I have read and understand the terms and conditions contained in this solicitation. I accept the terms and conditions contained in this solicitation on behalf of the applicant, and the applicant is willing to enter into an agreement with the Energy Commission to conduct the proposed project according to the terms and conditions without negotiation.
- I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Authorized Representative:	Ben Martinez
Title:	Acting Community Development Director
Phone Number:	(619) 336-4249
E-mail Address:	bmartinez@nationalcityca.gov
Date:	April 26, 2023
Signature of Authorized Representative:	

**NOTE:** Do not overlap signature with surrounding border lines.

# California Automated Permit Processing (CalAPP) Program

## ATTACHMENT 2 – Terms and Conditions

Added language appears in **bold underlined** font and deleted language appears in strikethrough and within square brackets.

### 1. **Background and Authority for this Grant**

California Senate Bill 129 (2021) included an appropriation to the California Energy Commission (CEC) to support a grant program for cities, counties, or cities and counties to establish online solar permitting.

### 2. **Documents Incorporated by Reference and Priority**

Incorporated by reference into this agreement are the following documents:

- A. Grant Funding Opportunity (GFO) 21-402.
- B. Recipient's application to CalAPP.

As between and the incorporated documents and the remainder of this Agreement, the rest of this Agreement takes priority in case of a conflict.

### 3. **Budget, Invoices, and Payments**

- a) The CEC is only obligated to reimburse the Recipient for paid costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) not more than this Agreement's budget; and (4) reasonable, actual, and allowable expenses under this Agreement.
- b) Recipient acknowledges that the funds under this Agreement have a liquidation date of June 30, 2027, a legal timeframe after which the CEC has no authority to pay the funds. In addition, it takes the CEC administrative time to review, approve, work with the Recipient to correct any errors in, and request the State Controller's Office to pay invoices. Accordingly, Recipient acknowledges that if it does not submit accurate invoices by March 30, 2027, for all amounts due under the Agreement, it risks not receiving payment, and relinquishes all rights to such payments should the CEC not pay it by the liquidation date. Recipient acknowledges that time is of the essence in invoicing by March 30, 2027, for all amounts due under this Agreement.

The Recipient may request payment from the Energy Commission at any time during the term of this Agreement after successful adoption of a qualifying solar permitting platform as verified by the CEC, but no more frequently than monthly. Recipient must use the CAM provided template invoice spreadsheet.

- c) If invoicing for in-house staff time, the template invoice spreadsheet must identify the employee's name, hours worked, and billing rate to be included as a reimbursable expense.
- d) Unallowable costs include:
  - Software not related to the adoption of a qualifying online, automated permitting platform.



- Any costs incurred or activities conducted prior to entering into a grant agreement with the Energy Commission or incurred after the grant agreement has ended.
- Typically excluded items such as food and beverages.
- Advertising costs.
- Fines and penalties.
- Permit processing fees charged by operator of an online platform.
- All other costs not identified as allowable.
- Unreasonable amounts or rates.

#### 4. Certification

By signing this Agreement, Recipient hereby certifies that all funds received pursuant to this Agreement shall be spent exclusively for its CalAPP project in compliance with this Agreement. The Recipient further certifies that it shall comply with all applicable laws in performing this Agreement.

#### 5. Nondiscrimination Statement of Compliance

During the performance of this Agreement, the Recipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

#### 6. Drug-Free Workplace Certification

**By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply and will ensure its subcontractors will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.). In addition to any other rights and remedies available to the CEC, failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the CEC determines that any of the following**

**has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements of the Act.**

[By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) ~~Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).~~
- 2) ~~Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:~~
  - ~~The dangers of drug abuse in the workplace;~~
  - ~~The person's or organization's policy of maintaining a drug-free workplace;~~
  - ~~Any available counseling, rehabilitation, and employee assistance programs; and~~
  - ~~Penalties that may be imposed upon employees for drug abuse violations.~~
- 3) ~~Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:~~
  - ~~Will receive a copy of the company's drug-free policy statement; and~~
  - ~~Will agree to abide by the terms of the company's statement as a condition of employment on the project.]~~

~~In addition to any other rights and remedies available to the CEC, failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the CEC determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.~~

**7. Americans With Disabilities Act**

By signing this Agreement, the Recipient assures the CEC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

**8. Accounting and Audit**

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the Agreement. The Recipient agrees that the CEC, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Recipient agrees to maintain such records for possible audit for a minimum of three (3) years after the Agreement ends in any way. The Recipient

agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Recipient agrees to include a similar right of the CEC, the Bureau of State Audits, or their designated representative, to audit records and interview staff in any subcontract related to performance of this Agreement. These rights and responsibilities are in addition to and not restrictive of those in Section 16. Access to Sites and Records.

#### **9. Public Works**

The Recipient is responsible for complying with all applicable laws, which can include public works requirements under the Labor Code. Recipient acknowledges acceptance of Agreement funds may trigger public works laws (Labor Code Section 1720 et seq.), a requirement of which is to pay prevailing wages, applying to its entire project. If the project is public works then it is subject to compliance monitoring and enforcement by the Department of Industrial Relations. By signing this Agreement, Recipient certifies that it shall comply with all applicable Public Works laws and requirements.

#### **10. Intellectual Property**

As between the Recipient and the CEC, the Recipient owns all intellectual property it or its subcontractors create under this Agreement. The CEC has a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce all intellectual property, such as the products identified in Section 2. above, for governmental purposes the Recipient or its subcontractors create under this agreement. The Recipient shall include a provision securing these rights for the CEC in all of its subcontractor agreements related to performance of this Agreement.

#### **11. Amendment**

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both the Recipient and CEC.

#### **12. Governing Law**

This Agreement is governed by the laws of the State of California as to interpretation and performance.

#### **13. Independent Capacity**

In the performance of this Agreement, Recipient and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the CEC or the State of California.

#### **14. Severability**

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

#### **15. Waiver**

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

**16. Access to Sites and Records**

The Recipient shall provide during the Agreement and for at least 3 years after the Agreement ends in any way to the CEC or its representatives reasonable access to all project sites and to all records related to this Agreement. These rights and responsibilities are in addition to and not restrictive of those in Section 8. Accounting and Audit.

**17. Termination Without Cause**

The CEC may terminate this Agreement without cause upon giving written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

**18. Third-Party Beneficiary**

The Recipient shall in every subcontract under this Agreement include a provision indicating the CEC is a third-party beneficiary to the agreement.

**19. Survival of Terms**

The following terms survive this Agreement no matter how the agreement ends, such as by its own terms or via termination:

- 8. Accounting and Audit
- 9. Public Works
- 10. Intellectual Property
- 12. Governing Law
- 14. Severability
- 15. Waiver
- 16. Access to Sites and Records
- 18. Third-Party Beneficiary

## Exhibit C CONTACT LIST

California Energy Commission	Recipient
<p><b>Commission Agreement Manager:</b></p> <p>Lucio Hernandez California Energy Commission 716 P Street, MS-45 Sacramento, CA 95814 Phone: (916) 477-1799 e-mail: <a href="mailto:Lucio.Hernandez@energy.ca.gov">Lucio.Hernandez@energy.ca.gov</a></p>	<p><b>Project Manager:</b></p> <p>Ben Martinez City of National City 1243 National City Blvd. National City, CA, 91950 Phone: (619) 336-4523 e-mail: <a href="mailto:bmartinez@nationalcityca.gov">bmartinez@nationalcityca.gov</a></p>
<p><b>Confidential Deliverables/Products</b></p> <p>California Energy Commission Contracts, Grants, and Loans Officer 715 P Street MS-18 Sacramento, CA 95814</p>	<p><b>Administrator:</b></p> <p>Rhonda Huth City of National City 1243 National City Blvd. National City, CA, 91950 Phone: (619) 336-4249 e-mail: <a href="mailto:rhuth@nationalcityca.gov">rhuth@nationalcityca.gov</a></p>
<p><b>Invoices, Progress Reports and Non-Confidential Deliverables to:</b></p> <p>California Energy Commission Accounting Officer 715 P Street MS-2 Sacramento, CA 95814</p> <p>Email PDF of Payment Request invoice packet to: <a href="mailto:invoices@energy.ca.gov">invoices@energy.ca.gov</a></p>	<p><b>Accounting Officer:</b></p> <p>Molly Brennan The City of National City 1243 National City Blvd. National City, CA, 91950 Phone: (619) 336-4265 e-mail: <a href="mailto:mbrennan@nationalcityca.gov">mbrennan@nationalcityca.gov</a></p>
<p><b>Legal Notices:</b></p> <p>Tatyana Yakshina Grants Manager 715 P Street MS-18 Sacramento, CA 95814 Phone: (916) 827-9294 e-mail: <a href="mailto:tatyana.yakshina@energy.ca.gov">tatyana.yakshina@energy.ca.gov</a></p>	<p><b>Recipient Legal Notices:</b></p> <p>Barry Schultz City of National City 1243 National City Blvd. National City, CA, 91950 Phone: (619) 336-4222 e-mail: <a href="mailto:bschultz@nationalcityca.gov">bschultz@nationalcityca.gov</a></p>


**Certificate Of Completion**

Envelope Id: 6A52EFC4EFA841D6A8D0C006AB0BC15C	Status: Completed
Subject: Complete with DocuSign: Final Distribution APP-22-188 City of National City.pdf	
Source Envelope:	
Document Pages: 11	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Enrico Palo
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	11493 Sunset Hills Road Suite 100
	Suite 100
	Reston, VA 20190
	Enrico.Palo@energy.ca.gov
	IP Address: 134.186.116.117

**Record Tracking**

Status: Original	Holder: Enrico Palo	Location: DocuSign
5/12/2023 3:24:06 PM	Enrico.Palo@energy.ca.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Energy Resources Conservation and Development Commission	Location: DocuSign

**Signer Events**

Signer Events	Signature	Timestamp
Armando Vergara AVergara@nationalcityca.gov Acting City Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 12.188.214.210	Sent: 5/16/2023 2:21:11 PM Viewed: 5/17/2023 9:05:37 AM Signed: 5/17/2023 9:06:53 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 5/17/2023 9:05:37 AM  
ID: 43495322-8be9-4a61-a150-0a138f5894c2

Adrienne Winuk adrienne.winuk@energy.ca.gov Energy Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 134.186.116.117	Sent: 5/17/2023 9:06:57 AM Viewed: 5/17/2023 9:29:53 AM Signed: 5/17/2023 9:29:58 AM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Barry Schultz BSchultz@nationalcityca.gov Security Level: Email, Account Authentication (None)	 Using IP Address: 12.188.214.210	Sent: 5/12/2023 3:37:35 PM Viewed: 5/16/2023 2:21:10 PM
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**Electronic Record and Signature Disclosure:**

Certified Delivery Events	Status	Timestamp
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Accepted: 5/16/2023 2:21:10 PM  
 ID: d22100eb-9374-4ed1-82f1-9ac50df9145b

Carbon Copy Events	Status	Timestamp
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Rhonda Huth  
 rhuth@nationalcityca.gov  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 5/17/2023 9:06:55 AM  
 Viewed: 5/17/2023 12:48:51 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Lucio Hernandez  
 lucio.hernandez@energy.ca.gov  
 Energy  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 5/17/2023 9:06:56 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/12/2023 3:37:36 PM
Certified Delivered	Security Checked	5/17/2023 9:29:53 AM
Signing Complete	Security Checked	5/17/2023 9:29:58 AM
Completed	Security Checked	5/17/2023 9:29:58 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Energy Resources Conservation and Development Commission (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Energy Resources Conservation and Development Commission:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [don.davis@water.ca.gov](mailto:don.davis@water.ca.gov)

**To advise Energy Resources Conservation and Development Commission of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [don.davis@water.ca.gov](mailto:don.davis@water.ca.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Energy Resources Conservation and Development Commission**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [don.davis@water.ca.gov](mailto:don.davis@water.ca.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Energy Resources Conservation and Development Commission**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [don.davis@water.ca.gov](mailto:don.davis@water.ca.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Energy Resources Conservation and Development Commission as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Energy Resources Conservation and Development Commission during the course of your relationship with Energy Resources Conservation and Development Commission.

**RESOLUTION NO 2023 –**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ACCEPT THE CALIFORNIA AUTOMATED PERMIT PROCESSING PROGRAM GRANT IN THE AMOUNT OF \$60,000 FROM THE CALIFORNIA ENERGY COMMISSION TO FUND THE NATIONAL CITY BUILDING DIVISION’S IMPLEMENTATION OF AN ONLINE SOLAR PERMITTING PLATFORM AND AUTHORIZING THE ESTABLISHMENT OF A COMMUNITY DEVELOPMENT REIMBURSABLE GRANT FUND APPROPRIATION OF \$60,000 AND CORRESPONDING REVENUE BUDGET.**

**WHEREAS**, the Senate Bill 129 appropriated \$20 million in funding to the California Energy Commission (CEC) to support a funding program for an online, automated solar permitting platform; and

**WHEREAS**, the California Energy Commission has awarded the National City Community Development Building Division grant funds of \$60,000 to implement an online solar permitting platform that will significantly reduce the plan check time and costs for applicants; and

**WHEREAS**, it has been determined that the City has chosen the SolarAPP+ platform to meet the State’s requirement to have an online platform in place by September 30, 2023.

**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 the California Automated Permit Processing grant funds the California Energy Commission in the amount of \$60,000 to fund an online solar permitting platform and authorizes the establishment of a Community Development reimbursable grant fund appropriation in the amount of \$60,000 and a corresponding revenue budget.

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

**PASSED and ADOPTED this 20<sup>th</sup> day of June, 2023**

---

Ron Morrison, Mayor

**ATTEST:**

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Shelley Chapel, MMC, City Clerk

**APPROVED AS TO FORM:**

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Barry J. Schultz, City Attorney



# AGENDA REPORT

**Department:** City Attorney's Office  
**Prepared by:** Barry J. Schultz, City Attorney  
**Meeting Date:** Tuesday, June 20, 2023  
**Approved by:** Armando Vergara, Interim City Manager

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**SUBJECT:**

Approval of a Second Amendment to the Agreement between the City and Devaney Pate Morris & Cameron LLP for legal services in the specialized area of General Civil Litigation Defense arising from Government Claims.

**RECOMMENDATION:**

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Approving a Second Amendment to the Agreement Between the City and Devaney Pate Morris & Cameron LLP for Legal Services in the Specialized Area of General Civil Litigation Defense Arising from Government Claims by 1) Increasing the Not-to-Exceed Amount by \$50,000 for a New Total Not-to-Exceed Amount of \$250,000 Pertaining to Litigation Titled Bhandari v. City and 2) Increasing the Not-to-Exceed Amount by \$50,000 for a New Total Not-to-Exceed Amount of \$200,000 Pertaining to Litigation Titled Cummins v. City."

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**

Not Applicable.

**EXPLANATION:**

On November 16, 2021, the City entered into an agreement with Devaney Pate Morris & Cameron LLP for specialized services in General Civil Litigation Defense arising from Government Claims, which include consultation with the City Attorney and Risk Management on Government Claims, defense of the City on litigated matters, advice and counsel to the City Council, and communications with City staff for an amount not-to-exceed \$75,000.00 per case and out of pocket disbursements pursuant to the Agreement.

On March 21, 2023, the City amended the agreement by 1.) Increasing the not-to-exceed amount by \$125,000 for a new not-to-exceed amount total of \$200,000 due to the ongoing cost of legal services pertaining to the litigation titled Sophia Bhandri v. City of National City, et al. and, 2:) Increased the not-to-exceed amount by \$75,000 for a new not-to-exceed amount total of \$150,000 due to the ongoing cost of legal services pertaining to the litigation titled Ashley Cummins v. City of National City, et al. ("First Amendment")

The City Attorney's Office desires to amend the agreement a second time by 1) Increasing the not-to-exceed amount by \$50,000 for a new total not-to-exceed amount of \$250,000 pertaining to litigation titled Bhandari v. City and 2) Increasing the not-to-exceed amount by \$50,000 for a new total not-to-exceed amount of \$200,000 pertaining to litigation titled Cummins v. City ("Second Amendment")

**FINANCIAL STATEMENT:**

627-405-081-432-0000 Risk Liability Claim Cost Account

**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 – 2nd Amendment Agreement

Exhibit B – Resolution

**AMENDMENT TO THE AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
DEVANEY PATE MORRIS & CAMERON, LLP**

THIS SECOND AMENDMENT TO THE AGREEMENT is entered into this 20TH day of June, 2023, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and DEVANEY PATE MORRIS & CAMERON LLP, (the "FIRM").

**RECITALS**

**WHEREAS**, the CITY and the FIRM entered into an Agreement on November 16, 2021 ("the Agreement"), wherein the FIRM agreed to assist in representing the CITY in connection with litigation and government claim issue services for a not-to-exceed amount of \$75,000.00 per case and out-of-pocket disbursements pursuant to this Agreement; and

**WHEREAS**, the FIRM represents the CITY in the cases titled *Sophia Bhandari v. City of National City* and *Ashley Cummins v. City of National City*; and

**WHEREAS**, on March 21, 2023, the parties amended the Agreement as it pertains to the case titled *Sophia Bhandari v. City of National City* to cover the cost of providing the increase scope of services from the original amount of \$75,000 by increasing the not-to-exceed amount by \$125,000.00, for a new total not-to-exceed amount of \$200,000.00; and

**WHEREAS**, on March 21, 2023, the parties amended the Agreement as it pertains to the case titled *Ashley Cummins v. City of National City* to cover the cost of providing the increase scope of services from the original amount of \$75,000 by increasing the not-to-exceed amount by \$75,000.00, for a new total not-to-exceed amount of \$150,000; and

**WHEREAS**, the parties desire to amend the Agreement as it pertains to the case titled *Sophia Bhandari v. City of National City* to cover the cost of providing the increase scope of services from the First Amended amount of \$200,000.00 by increasing the not-to-exceed amount by \$50,000 for a new total not-to-exceed amount of \$250,000.00; and

**WHEREAS**, the parties also desire to amend the Agreement as it pertains to the case titled *Ashley Cummins v. City of National City* to cover the cost of providing the increase scope of services from the First Amended amount of \$150,000 by increasing the not-to-exceed amount by \$50,000, for a new total not-to-exceed amount of \$200,000.00.

**AGREEMENT**

**NOW, THEREFORE**, the parties hereto agree that:

1. The March 21, 2023 First Amendment to the Agreement is hereby amended to cover the cost of the increased scope of services from the not-to-exceed amount of \$200,000.00 by an increased amount of \$50,000.00, for a new total not-to-exceed amount of \$250,000.00 as it pertains to the case title *Sophia Bhandari v. City of National City*.

2. The March 21, 2023 First Amendment to the Agreement is hereby amended to cover the cost of the increased scope of services from the not-to-exceed amount of \$150,000.00 by an increased amount of \$50,000.00, for a new total not-to-exceed amount of \$200,000.00 as it pertains to the case title *Ashley Cummins v. City of National City*.


3. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the November 16, 2021 Agreement shall remain in full force and effect.

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

**CITY OF NATIONAL CITY**

**DEVANEY PATE MORRIS &  
CAMERON LLP**

By: \_\_\_\_\_  
Ron Morrison, Mayor

By:  >  
Leslie E. Devaney  
Title: Managing Partner

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Barry J. Schultz,  
City Attorney

By:   
William C. Pate  
Title: Partner \_\_\_\_\_

**RESOLUTION NO. 2023 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING A SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY AND DEVANEY PATE MORRIS & CAMERON LLP FOR LEGAL SERVICES IN THE SPECIALIZED AREA OF GENERAL CIVIL LITIGATION DEFENSE ARISING FROM GOVERNMENT CLAIMS BY 1) INCREASING THE NOT-TO-EXCEED AMOUNT BY \$ 50,000 FOR A NEW TOTAL NOT-TO-EXCEED AMOUNT OF \$250,000 PERTAINING TO LITIGATION TITLED BHANDARI V. CITY AND 2) INCREASING THE NOT-TO-EXCEED AMOUNT BY \$50,000 FOR A NEW TOTAL NOT-TO-EXCEED AMOUNT OF \$200,000 PERTAINING TO THE LITIGATION TITLED CUMMINS V. CITY.**

**WHEREAS**, on November 16, 2021, the City of National City (“City”) entered into an Agreement with Devaney Pate Morris & Cameron LLP for specialized services in General Civil Litigation Defense arising from Government Claims for an amount not-to-exceed of \$75,000 per case; and

**WHEREAS**, the legal services provided include consultation with the City Attorney and the City’s Risk Manager on Government Claims, defense of the City on litigated matters, advice and counsel to the City Council, and communications with City staff; and

**WHEREAS**, the City Attorney’s Office desires to 1.) increase the not-to-exceed amount by \$50,000 for a new not-to-exceed amount total of \$250,000 due to the ongoing cost of legal services pertaining to the litigation titled *Sophia Bhandari v. City of National City, et al.* and 2.) increase the not-to-exceed amount by \$50,000 for a new not-to-exceed amount total of \$200,000 due to the ongoing cost of legal services pertaining to the litigation titled *Ashley Cummins v. City of National City, et al.*

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

**Section 1:** Authorizes the Second Amendment to the Agreement with Devaney Pate Morris & Cameron LLP to cover the cost of the increased scope of services from the original not-to-exceed amount of \$200,000.00 by an increased amount of \$50,000.00, for a new total not-to-exceed amount of \$250,000.00 as it pertains to the case title *Sophia Bhandari v. City of National City*.

**Section 2:** Authorizes the Second Amendment to the Agreement with Devaney Pate Morris & Cameron LLP to cover the cost of the increased scope of services from the original not-to-exceed amount of \$150,000.00 by an increased amount of \$50,000.00, for a new total not-to-exceed amount of \$200,000.00 as it pertains to the case title *Ashley Cummins v. City of National City*.

**Section 3:** The parties further agree that, with the foregoing exceptions, each and every other term and provision of the November 16, 2021 Agreement shall remain in full force and effect.

**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 20th 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:** Tirza Gonzales, Management Analyst II  
**Meeting Date:** Tuesday, June 20, 2023  
**Approved by:** Armando Vergara, Interim City Manager

---

**SUBJECT:**

First Amendments to On-Call Consultant Agreements for City's Capital Improvement Program (CIP)

**RECOMMENDATION:**

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute First Amendments to Extend Agreements by One-Year with the Following On-Call Consultants: a) Atlas Technical Consultants, LLC; b) D-MAX Engineering, Inc.; c) Geosyntec Consultants, Inc.; d) Leighton Consulting, Inc.; e) Ninyo & Moore Geotechnical & Environmental Sciences Consultants; and, f) Randall Lamb Associates, Inc."

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**

Not Applicable.

**EXPLANATION:**

The Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for various engineering, architectural and construction support services, housing and real estate development services, and environmental compliance services on May 1, 2019.

The RFQ was advertised on the City's website, published in the San Diego Union Tribune, e-mailed to over 100 professional consulting firms and also advertised on PlanetBids where over 400 firms were notified. Additionally, the City hosted an Information Session regarding the RFQ process on May 14, 2019 at the MLK Jr. Community Center to encourage local participation, which was attended by over 100 people. The Department received 71 Statement of Qualifications (SOQs) from various firms by the June 10, 2019 deadline.

Based on the strength of their SOQs, interviews and past performance, the City of National City entered into Agreements in September of 2020 with several consultants to provide on-call support services for National City's Capital Improvement Program (CIP). The original Agreements were all for a not-to-exceed amount of \$2,000,000 and a term of three years, with the option to extend for two one-year extensions.

Based on the consultants' performances and quality of work, increased staffing demands, and to ensure timely completion of CIPs, staff recommends that the City execute First Amendments to extend the Agreements by one year for the below listed consultants with no change in the not-to-exceed amount:

1. **Atlas Technical Consultants:** Project support services for CIP including, but not limited to, geotechnical and soils and materials

2. **D-MAX Engineering, Inc.:** Project support services for CIP including, but not limited to, environmental compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety)
3. **Geosyntec Consultants, Inc.:** Project support services for CIP including, but not limited to, environmental Compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety)
4. **Leighton Consulting, Inc.:** Project support services for CIP including, but not limited to, geotechnical and soils and materials
5. **Ninyo & Moore Geotechnical & Environmental Sciences Consultants:** Project support services for CIP including, but not limited to, geotechnical and soils and materials
6. **Randall Lamb Associates, Inc.:** Project support services for CIP including, but not limited to, mechanical engineering

Due to the size and type of projects and the expertise of the consultants, expenditure amounts may vary amongst the firms. Consultant tasks will be performed on an as-needed on-call basis and funded by appropriations approved through CIP and Budget process. The City's 5-Year CIP projects approximately \$73 million in capital improvements over the next five years. The City's implementation rate averages about fifteen projects a year totaling approximately \$15.3 million. Staff plans to advertise a new Request for Qualifications in 2024. Table 1 below shows the value of the contracts in the current agreement period to date by vendor.

TABLE 1

<b>Consultant*</b>	<b>Reso No.</b>	<b>Agreement Start Date</b>	<b>Original End Date</b>	<b>First Amendment End Date</b>	<b>Total Agreement</b>	<b>Total Encumbrances as of May 2023</b>
1. Atlas Technical Consultants	2020-165	9/1/2020	9/14/2023	9/14/2024	\$2,000,000	\$198,836.00
2. D-MAX Engineering, Inc.	2020-175	9/15/2020	9/14/2023	9/14/2024	\$2,000,000	\$706,681.74
3. Geosyntec Consultants, Inc.	2020-173	9/15/2020	9/14/2023	9/14/2024	\$2,000,000	\$517,534.00
4. Leighton Consultants, Inc.	2020-166	9/1/2020	8/31/2023	8/31/2024	\$2,000,000	\$42,437.00
5. Ninyo & Moore Geotechnical & Environmental Sciences Consultants	2020-167	9/1/2020	8/31/2023	8/31/2024	\$2,000,000	\$10,603.66
6. Randall Lamb Associates, Inc.	2020-176	9/15/2020	9/14/2023	9/14/2024	\$2,000,000	\$171,000.00

**FINANCIAL STATEMENT:**

Funding appropriated through CIP process.

**RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:**

Transportation Choices and Infrastructure

**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 – First Amendments

Exhibit B – Resolution

FIRST AMENDMENT TO THE AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
ATLAS TECHNICAL CONSULTANTS, LLC

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into this 20<sup>th</sup> day of June, 2023, by and between the CITY OF NATIONAL CITY, a municipal corporation (“CITY”), and ATLAS TECHNICAL CONSULTANTS, LLC (the “CONSULTANT”).

**RECITALS**

**WHEREAS**, the CITY and the CONSULTANT entered into an Agreement for the term of September 1, 2020 through August 31, 2023 (“the Agreement”), wherein the CONSULTANT agreed to provide on-call Capital Improvement Program (CIP) project support services including, but not limited to, geotechnical and soils and materials testing for a not-to-exceed amount of \$2,000,000 ; and

**WHEREAS**, the parties desire to amend the Agreement by one year, exercising the first of two one-year extensions to extend the term of the Agreement to August 31, 2024; and

**AGREEMENT**

**NOW, THEREFORE**, the parties hereto agree that:

1. The September 1, 2020 Agreement in exercise of the option provision is hereby amended to extend the term of the Agreement by one year to August 31, 2024.
2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the September 1, 2020 Agreement shall remain in full force and effect.

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

**CITY OF NATIONAL CITY**

**ATLAS TECHNICAL CONSULTANTS, LLC**  
*(Corporation – signatures of two corporate officers required)*  
*(Partnership or Sole proprietorship – one signature)*

By: \_\_\_\_\_  
Ron Morrison, Mayor

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Barry J. Schultz,  
City Attorney

By: \_\_\_\_\_  
*(Name)*

Jeffrey R. Baudour      05/24/23  
*(Print)*

Operations Manager  
*(Title)*

By: \_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Print)*

\_\_\_\_\_  
*(Title)*

**FIRST AMENDMENT TO THE AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
D-MAX ENGINEERING, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into this 20<sup>th</sup> day of June, 2023, by and between the CITY OF NATIONAL CITY, a municipal corporation (“CITY”), and D-MAX ENGINEERING, INC., a corporation (the “CONSULTANT”).

**RECITALS**

**WHEREAS**, the CITY and the CONSULTANT entered into an Agreement for the term of September 15, 2020 through September 14, 2023 (“the Agreement”), wherein the CONSULTANT agreed to provide on-call Capital Improvement Program (CIP) project support services including, but not limited to, environmental compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety) for a not-to-exceed amount of \$2,000,000 ; and

**WHEREAS**, the parties desire to amend the Agreement by one year, exercising the first of two one-year extensions to extend the term of the Agreement to September 14, 2024; and

**AGREEMENT**

**NOW, THEREFORE**, the parties hereto agree that:

1. The September 15, 2020 Agreement in exercise of the option provision is hereby amended to extend the term of the Agreement by one year to September 14, 2024.
2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the September 15, 2020 Agreement shall remain in full force and effect.

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



**CITY OF NATIONAL CITY**

By: \_\_\_\_\_  
Ron Morrison, Mayor

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Barry J. Schultz,  
City Attorney

**D-MAX ENGINEERING, INC.**

*(Corporation – signatures of two corporate officers required)*

*(Partnership or Sole proprietorship – one signature)*

By: \_\_\_\_\_  
*(Name)*

Arsalan Dadkhah  
*(Print)*

President  
*(Title)*

By: \_\_\_\_\_  
*(Name)*

John Quenzor  
*(Print)*

Secretary  
*(Title)*

**FIRST AMENDMENT TO THE AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
GEOSYNTEC CONSULTANTS, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into this 20<sup>th</sup> day of June, 2023, by and between the CITY OF NATIONAL CITY, a municipal corporation (“CITY”), and GEOSYNTEC CONSULTANTS, INC., a corporation (the “CONSULTANT”).

**RECITALS**

**WHEREAS**, the CITY and the CONSULTANT entered into an Agreement for the term of September 15, 2020 through September 14, 2023 (“the Agreement”), wherein the CONSULTANT agreed to provide on-call Capital Improvement Program (CIP) project support services including, but not limited to, environmental compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety) for a not-to-exceed amount of \$2,000,000 ; and

**WHEREAS**, the parties desire to amend the Agreement by one year, exercising the first of two one-year extensions to extend the term of the Agreement to September 14, 2024; and

**AGREEMENT**

**NOW, THEREFORE**, the parties hereto agree that:

1. The September 15, 2020 Agreement in exercise of the option provision is hereby amended to extend the term of the Agreement by one year to September 14, 2024.
2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the September 15, 2020 Agreement shall remain in full force and effect.

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

**CITY OF NATIONAL CITY**

By: \_\_\_\_\_  
Ron Morrison, Mayor

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Barry J. Schultz,  
City Attorney

**GEOSYNTEC CONSULTANTS, INC.**

*(Corporation – signatures of two corporate officers required)*

*(Partnership or Sole proprietorship – one signature)*

By: \_\_\_\_\_  
*(Name)*

*Gregory T Corcoran*  
\_\_\_\_\_  
*(Print)*

*Asst. Secretary*  
\_\_\_\_\_  
*(Title)*

By: \_\_\_\_\_  
*(Name)*

*BRIAN HITCHENS*  
\_\_\_\_\_  
*(Print)*

*Vice President*  
\_\_\_\_\_  
*(Title)*

**FIRST AMENDMENT TO THE AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
LEIGHTON CONSULTING, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into this 20<sup>th</sup> day of June, 2023, by and between the CITY OF NATIONAL CITY, a municipal corporation (“CITY”), and LEIGHTON CONSULTING, INC., a California corporation (the “CONSULTANT”).

**RECITALS**

**WHEREAS**, the CITY and the CONSULTANT entered into an Agreement for the term of September 1, 2020 through August 31, 2023 (“the Agreement”), wherein the CONSULTANT agreed to provide on-call Capital Improvement Program (CIP) project support services including, but not limited to, geotechnical and soils and materials testing for a not-to-exceed amount of \$2,000,000 ; and

**WHEREAS**, the parties desire to amend the Agreement by one year, exercising the first of two one-year extensions to extend the term of the Agreement to August 31, 2024; and

**AGREEMENT**

**NOW, THEREFORE**, the parties hereto agree that:

1. The September 1, 2020 Agreement in exercise of the option provision is hereby amended to extend the term of the Agreement by one year to August 31, 2024.
2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the September 1, 2020 Agreement shall remain in full force and effect.

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

**CITY OF NATIONAL CITY**

By: \_\_\_\_\_  
Ron Morrison, Mayor

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Barry J. Schultz,  
City Attorney

**LEIGHTON CONSULTING, INC.**

*(Corporation – signatures of two corporate officers required)*

*(Partnership or Sole proprietorship – one signature)*

By: \_\_\_\_\_  
*(Name)*

Jesse Kropelnicki  
\_\_\_\_\_  
*(Print)*

COO  
\_\_\_\_\_  
*(Title)*

By: \_\_\_\_\_  
*(Name)*

Pat Sheridan  
\_\_\_\_\_  
*(Print)*

CFO  
\_\_\_\_\_  
*(Title)*

**FIRST AMENDMENT TO THE AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
NINYO & MOORE GEOTECHNICAL & ENVIORNMENTAL SCIENCES  
CONSULTANTS**

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into this 20<sup>th</sup> day of June, 2023, by and between the CITY OF NATIONAL CITY, a municipal corporation (“CITY”), and NINYO & MOORE GEOTECHNICAL & ENVIORNMENTAL SCIENCES CONSULTANTS (the “CONSULTANT”).

**RECITALS**

**WHEREAS**, the CITY and the CONSULTANT entered into an Agreement for the term of September 1, 2020 through August 31, 2023 (“the Agreement”), wherein the CONSULTANT agreed to provide on-call Capital Improvement Program (CIP) project support services including, but not limited to, geotechnical and soils and materials testing for a not-to-exceed amount of \$2,000,000 ; and

**WHEREAS**, the parties desire to amend the Agreement by one year, exercising the first of two one-year extensions to extend the term of the Agreement to August 31, 2024; and

**AGREEMENT**

**NOW, THEREFORE**, the parties hereto agree that:

1. The September 1, 2020 Agreement in exercise of the option provision is hereby amended to extend the term of the Agreement by one year to August 31, 2024.
2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the September 1, 2020 Agreement shall remain in full force and effect.

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

**CITY OF NATIONAL CITY**

By: \_\_\_\_\_  
Ron Morrison, Mayor

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Barry J. Schultz,  
City Attorney

**NINYO & MOORE GEOTECHNICAL &  
ENVIORNMENTAL SCIENCES  
CONSULTANTS**

*(Corporation – signatures of two corporate  
officers required)*

*(Partnership or Sole proprietorship – one  
signature)*

By: \_\_\_\_\_  
*(Name)*

Avram Ninyo, PE, GE  
\_\_\_\_\_  
*(Print)*

President  
\_\_\_\_\_  
*(Title)*

By: \_\_\_\_\_  
*(Name)*

Elaine O. Autus  
\_\_\_\_\_  
*(Print)*

Assistant Secretary  
\_\_\_\_\_  
*(Title)*

**FIRST AMENDMENT TO THE AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
RANDALL LAMB ASSOCIATES, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into this 20<sup>th</sup> day of June, 2023, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and RANDALL LAMB ASSOCIATES, INC., a corporation (the "CONSULTANT").

**RECITALS**

**WHEREAS**, the CITY and the CONSULTANT entered into an Agreement for the term of September 15, 2020 through September 14, 2023 ("the Agreement"), wherein the CONSULTANT agreed to provide on-call Capital Improvement Program (CIP) project support services including, but not limited to, mechanical engineering for a not-to-exceed amount of \$2,000,000 ; and

**WHEREAS**, the parties desire to amend the Agreement by one year, exercising the first of two one-year extensions to extend the term of the Agreement to September 14, 2024; and

**AGREEMENT**

**NOW, THEREFORE**, the parties hereto agree that:

1. The September 15, 2020 Agreement in exercise of the option provision is hereby amended to extend the term of the Agreement by one year to September 14, 2024.
2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the September 15, 2020 Agreement shall remain in full force and effect.

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



**CITY OF NATIONAL CITY**

**RANDALL LAMB ASSOCIATES, INC.**

*(Corporation – signatures of two corporate officers required)*

*(Partnership or Sole proprietorship – one signature)*

By: \_\_\_\_\_  
Ron Morrison, Mayor

By: [Redacted]  
*(Name)*

ARZON PARKINGTON  
*(Print)*

**APPROVED AS TO FORM:**

PRINCIPAL  
*(Title)*

By: \_\_\_\_\_  
Barry J. Schultz,  
City Attorney

By: [Redacted]  
*(Name)*

ROBERT E. RANDALL  
*(Print)*

PRINCIPAL  
*(Title)*

**RESOLUTION NO. 2023-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE FIRST AMENDMENTS TO EXTEND AGREEMENTS BY ONE-YEAR WITH THE FOLLOWING ON-CALL CONSULTANTS: A) ATLAS TECHNICAL CONSULTANTS, LLC; B) D-MAX ENGINEERING, INC.; C) GEOSYNTEC CONSULTANTS, INC.; D) LEIGHTON CONSULTING, INC.; E) NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSULTANTS; AND, F) RANDALL LAMB ASSOCIATES, INC.**

**WHEREAS**, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for various engineering, architectural and construction support services, housing and real estate development services, and environmental compliance services on May 1, 2019; and

**WHEREAS**, based on the strength of their SOQs, interviews and past performance, the City of National City entered into Agreements with several consultants to provide on-call support services for National City's Capital Improvement Program (CIP). The original Agreements were all for a not-to-exceed amount of \$2,000,000 and a term of three years, with the option to extend for two one-year extensions; and

**WHEREAS**, Based on the consultants' performances and quality of work, increased staffing demands, staff recommends that the City extend each Agreement by one year for the below listed consultants with no change to the not-to-exceed amount:

1. **Atlas Technical Consultants:** Project support services for CIP including, but not limited to, geotechnical and soils and materials
2. **D-MAX Engineering, Inc.:** Project support services for CIP including, but not limited to, environmental compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety)
3. **Geosyntec Consultants, Inc.:** Project support services for CIP including, but not limited to, environmental Compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety)
4. **Leighton Consulting, Inc.:** Project support services for CIP including, but not limited to, geotechnical and soils and materials
5. **Ninyo & Moore Geotechnical & Environmental Sciences Consultants:** Project support services for CIP including, but not limited to, geotechnical and soils and materials
6. **Randall Lamb Associates, Inc.:** Project support services for CIP including, but not limited to, mechanical engineering

**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 First Amendments to extend Agreements, attached to the Agenda Report, by one year with the following On-Call Consultants: a) Atlas Technical Consultants, LLC; b) D-MAX Engineering, Inc.; c) Geosyntec Consultants, Inc.; d) Leighton Consulting, Inc.; e) Ninyo & Moore Geotechnical & Environmental Sciences Consultants; and, f) Randall Lamb Associates, Inc.

**PASSED and ADOPTED this 20<sup>th</sup> 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:** Public Works  
**Prepared by:** Tirza Gonzales, Management Analyst II  
**Meeting Date:** Tuesday, June 20, 2023  
**Approved by:** Armando Vergara, Interim City Manager

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**SUBJECT:**

First Amendment with San Diego Mechanical Energy, Inc. for Facilities Maintenance Services

**RECOMMENDATION:**

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 San Diego Mechanical & Energy, Inc., Extending the Agreement by One-Year to June 30, 2024."

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**

Not Applicable.

**EXPLANATION:**

The Facilities Division of the Engineering and Public Works Department currently maintains 27 facilities which include City Hall and MLK, the municipal pool, recreation centers, park restrooms, fire stations, a police station and warehouse, the ARTS Center, Nutrition Center, Senior Center, the library, several historic buildings, as well as two sewer pump stations and two stormwater pump stations.

Based on the need for coordinated and scheduled preventative maintenance, the unpredictability of repairs and services, and the availability and demand for qualified and certified persons, the Engineering and Public Works Department issued a Request for Proposal (RFP) for on-call and as-needed Facilities Maintenance Support Services, including, but not limited to, designs, installs and service of commercial and industrial HVAC systems and equipment, pump stations, and related equipment and services, on PlanetBids, a free public electronic bidding system on April 15, 2021. The deadline to submit responsive proposals was May 13, 2021.

The City held a pre-submittal meeting and site visit to provide an opportunity for contractors to ask questions and see the equipment and systems under consideration of the RFP on April 22, 2021. Three submitted proposals for Facilities Maintenance Support Services were received by the 5:00 p.m. submittal deadline. On May 25, 2021, a panel of Engineering and Public Works Department staff reviewed and scored the submittals based on the evaluation criteria detailed in the RFP.

On June 15, 2021, per City Council Resolution 2021-85, the City of National City entered into a two-year Agreement (with the option for three, one-year extensions) with San Diego Mechanical & Energy, Inc., based on the strength of their proposal, scored evaluations, and negotiations, for a not-to-exceed amount of \$1,400,000 to provide on-call Facilities Maintenance Support Services for the period of July 1, 2021 thru June 30, 2023.

San Diego Mechanical & Energy, Inc. has been responsive and has provided valuable services to the City. Based on a continued need for these on-call services, staff is recommending a one year extension of the agreement with no change to the not-to-exceed amount.

**FINANCIAL STATEMENT:**

The fiscal year 2023-24 proposed budget includes appropriations to pay for this service. During the first two years of this contract, payments to San Diego Mechanical & Energy, Inc. have totaled \$412,300.

**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 – First Amendment

Exhibit B – Resolution

**FIRST AMENDMENT TO THE AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
SAN DIEGO MECHANICAL & ENERGY, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into this 20<sup>th</sup> day of June, 2023, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and SAN DIEGO MECHANICAL ENERGY, INC., a California corporation (the "CONSULTANT").

**RECITALS**

**WHEREAS**, the CITY and the CONSULTANT entered into an Agreement for the term of July 1, 2021 through June 30, 2023 ("the Agreement"), wherein the CONSULTANT agreed to provide facilities maintenance support services for a not-to-exceed amount of \$1,400,000 ; and

**WHEREAS**, the parties desire to amend the Agreement by one year, exercising the first of three one-year extensions to extend the term of the Agreement to June 30, 2024; and

**AGREEMENT**

**NOW, THEREFORE**, the parties hereto agree that:

1. The July 1, 2021 Agreement in exercise of the option provision is hereby amended to extend the term of the Agreement by one year to June 30, 2024.
2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the July 1, 2021 Agreement shall remain in full force and effect.

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

**CITY OF NATIONAL CITY**

By: \_\_\_\_\_  
Ron Morrison, Mayor

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Barry J. Schultz,  
City Attorney

**SAN DIEGO MECHANICAL & ENERGY, INC.**

*(Corporation – signatures of two corporate officers required)*

*(Partnership or Sole proprietorship – one signature)*

By: Neil Gibson  
\_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Print)*

CEO / General Manager  
\_\_\_\_\_  
*(Title)*

By: Brandon Reed  
\_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Print)*

Secretary  
\_\_\_\_\_  
*(Title)*

5/25/23

**RESOLUTION NO. 2023 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH SAN DIEGO MECHANICAL & ENERGY, INC., EXTENDING THE AGREEMENT BY ONE -YEAR TO JUNE 30, 2024.**

**WHEREAS**, the Facilities Division of the Engineering and Public Works Department currently maintains 27 facilities which include City Hall and MLK, the municipal pool, recreation centers, park restrooms, fire stations, a police station and warehouse, the ARTS Center, Nutrition Center, Senior Center, the library, several historic buildings, as well as two sewer pump stations and two stormwater pump stations; and

**WHEREAS**, based on the need for coordinated and scheduled preventative maintenance, the unpredictability of repairs and services, and the availability and demand for qualified and certified persons, the Engineering and Public Works Department issued a Request for Proposal (RFP) on PlanetBids, a free public electronic bidding system, on April 15, 2021 for on-call and as-needed Facilities Maintenance Support Services, including, but not limited to, designs, installs and service of commercial and industrial HVAC systems and equipment, pump stations, and related equipment and services; and

**WHEREAS**, the City held a pre-submittal meeting and site visit to provide an opportunity for contractors to ask questions and see the equipment and systems under consideration of the RFP on April 22, 2021; and

**WHEREAS**, three proposals for Facilities Maintenance Support Services were received by the 5:00 p.m., the submittal deadline, and on May 25, 2021, a panel of Engineering and Public Works Department staff reviewed and scored the submittals based on the evaluation criteria detailed in the RFP; and

**WHEREAS**, June 15, 2021, per City Council Resolution 2021-85, the City of National City entered into a two-year Agreement (with the option for three, one-year extensions) with San Diego Mechanical & Energy, Inc., for a not-to-exceed amount of \$1,400,000 to provide on-call Facilities Maintenance Support Services for the period of July 1, 2021 thru June 30, 2023; and

**WHEREAS**, San Diego Mechanical & Energy, Inc. has provided responsive and valuable services to the City for which the City has a continuing need.

**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 First Amendment to the Agreement with San Diego Mechanical & Energy, Inc. to extend the Agreement by one year to June 30, 2024 with no change in the not-to-exceed amount.

**Section 2:** That with the foregoing exceptions, each and every other term and provision of the June 15, 2021 Agreement shall remain in full force and effect.

**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 20th 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:** Public Works  
**Prepared by:** Tirza Gonzales, Management Analyst II  
**Meeting Date:** Tuesday, June 20, 2023  
**Approved by:** Armando Vergara, Interim City Manager

---

**SUBJECT:**

First Amendment to the Agreement with Southwest Traffic Signal, Inc., for Traffic Signal and Streetlight Maintenance

**RECOMMENDATION:**

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 Southwest Traffic Signal Service, Inc., Extending the Agreement by One-Year to June 30, 2024."

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**

Not Applicable.

**EXPLANATION:**

The Streets and Wastewater Division of the Engineering and Public Works Department currently maintains 80 traffic controlled intersections, including lights and poles, 736 streetlights, and approximately 160 additional pieces of related equipment. Based on the need for specialized services, the Engineering and Public Works Department issued a Request for Proposal (RFP) for on-call and as-needed Traffic Signal and Streetlight Maintenance and Repair Services.

On April 29, 2021, the Engineering and Public Works Department issued an RFP for Traffic Signal and Streetlight Maintenance and Repair Services including, but not limited to, services, installations, maintenance, and repairs of the traffic signal systems, lighting systems, flashing crosswalks, battery backup systems, and other related equipment and services, on PlanetBids, a free public electronic bidding system. The deadline to submit responsive proposals was May 20, 2021.

Two submitted proposals for Traffic Signal and Streetlight Maintenance and Repair Services were received by the 5:00 p.m. submittal deadline. On May 24, 2021, a panel of Engineering and Public Works Department staff reviewed and scored the submittals based on the evaluation criteria detailed in the RFP.

On June 15, 2021 per City Council Resolution 2021-84, the City of National City entered into an agreement (with the option for three, one-year extensions) with Southwest Traffic Signal Service, Inc., based on the strength of their proposal, scored evaluations, and negotiations, for a not-to-exceed amount of \$1,400,000 to provide on-call and as-needed Traffic Signal and Streetlight Maintenance and Repair Services for the period of July 1, 2021 through June 30, 2023.

Southwest Traffic Signal Service, Inc., has provided timely and valuable services to the City. Based on a continued need for these on-call services, staff is recommending a one year extension of the agreement with no change in the not-to-exceed amount.

**FINANCIAL STATEMENT:**

The fiscal year 2023-24 proposed budget includes appropriations in Fund 109 – Gas Taxes to pay for this service. During the first two years of this contract, payments to Southwest Traffic Signal Service, Inc., have totaled \$762,000.

**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 - First Amendment

Exhibit B - Resolution

**FIRST AMENDMENT TO THE AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
SOUTHWEST TRAFFIC SIGNAL SERVICE, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into this 20<sup>th</sup> day of June, 2023, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and SOUTHWEST TRAFFIC SIGNAL SERVICE, INC., a California corporation (the "CONTRACTOR").

**RECITALS**

**WHEREAS**, on June 15, 2021, per City Council Resolution 2021-84, the CITY and the CONTRACTOR entered into an Agreement for the term of July 1, 2021 through June 30, 2023 ("the Agreement"), wherein the CONTRACTOR agreed to provide, on-call and as-needed Traffic Signal and Streetlight Maintenance & Repair Services for a not-to-exceed amount of \$1,400,000 ; and

**WHEREAS**, the parties desire to amend the Agreement by one year, exercising the first of three one-year extensions, to extend the term of the Agreement to June 30, 2024; and

**AGREEMENT**

**NOW, THEREFORE**, the parties hereto agree that:

1. The July 1, 2021 Agreement in exercise of the option provision is hereby amended to extend the term of the Agreement by one year to June 30, 2024.
2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the July 1, 2021 Agreement shall remain in full force and effect.

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

**CITY OF NATIONAL CITY**

**SOUTHWEST TRAFFIC SIGNAL SERVICE, INC.**

*(Corporation – signatures of two corporate officers required)*

*(Partnership or Sole proprietorship – one signature)*

By: \_\_\_\_\_  
Ron Morrison, Mayor

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Barry J. Schultz,  
City Attorney

By: \_\_\_\_\_  
*(Name)*

RYAN T CLARK  
*(Print)*

PRESIDENT & GENERAL MANAGER  
*(Title)*

By: \_\_\_\_\_  
*(Name)*

JAMES E. CRESS  
*(Print)*

Vice Presidents  
*(Title)*

**RESOLUTION NO. 2023 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA  
AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT  
WITH SOUTHWEST TRAFFIC SIGNAL SERVICE, INC., TO EXTEND THE AGREEMENT BY  
ONE YEAR TO JUNE 30, 2024**

**WHEREAS**, the Streets and Wastewater Division of the Engineering and Public Works Department currently maintains 80 traffic controlled intersections, including lights and poles, 736 streetlights, and approximately 160 additional pieces of related equipment. Based on the need for specialized services, the Engineering and Public Works Department issued a Request for Proposal (RFP) for on-call and as-needed Traffic Signal and Streetlight Maintenance and Repair Services; and

**WHEREAS**, April 29, 2021, the Engineering and Public Works Department issued an RFP for Traffic Signal and Streetlight Maintenance and Repair Services including, but not limited to, services, installations, maintenance, and repairs of the traffic signal systems, lighting systems, flashing crosswalks, battery backup systems, and other related equipment and services, on PlanetBids, a free public electronic bidding system; and

**WHEREAS**, two submitted proposals for Traffic Signal and Streetlight Maintenance and Repair Services were received by the 5:00 p.m. submittal deadline and on May 24, 2021, a panel of Engineering and Public Works Department staff reviewed and scored the submittals based on the evaluation criteria detailed in the RFP; and

**WHEREAS**, June 15, 2021 per City Council Resolution 2021-84, the City of National City entered into an agreement (with the option for three, one-year extensions) with Southwest Traffic Signal Service, Inc., based on the strength of their proposal, scored evaluations, and negotiations, for a not-to-exceed amount of \$1,400,000 to provide on-call and as-needed Traffic Signal and Streetlight Maintenance and Repair Services for the period of July 1, 2021 through June 30, 2023; and

**WHEREAS**, Southwest Traffic Signal Service, Inc., has provided timely and valuable services to the City; and

**WHEREAS**, City staff recommends that the City Council authorize the Mayor to execute a First Amendment to the Agreement to extend the Agreement by one year, to June 30, 2024 with no change in the not-to-exceed amount.

**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 First Amendment to the Agreement with Southwest Traffic Signal Service, Inc. to extend the Agreement by one year to June 30, 2024 with no change in the not-to-exceed amount.

**Section 2:** That with the foregoing exceptions, each and every other term and provision of the July 1, 2021 Agreement shall remain in full force and effect.

**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 20th 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 20, 2023  
**Approved by:** Armando Vergara, Interim City Manager

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**SUBJECT:**

Memorandum of Understanding (MOU) Between the San Diego Unified Port District and the City of National City to Contribute Funds for the Free Ride Around National City (FRANC) Program.

**RECOMMENDATION:**

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City 1) Authorizing the Mayor to Execute a Memorandum Of Understanding Between the San Diego Unified Port District and the City of National City to Contribute Funds from the Maritime Industrial Impact Fund for the Funding of the Free Ride Around National City (FRANC) Program; and 2) Authorizing the Establishment of \$400,000 in Appropriations and a Corresponding Revenue Budget."

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**

Not Applicable.

**EXPLANATION:**

In 2010, the District's Board of Port Commissioners (BPC) adopted BPC Policy No. 773 to establish a Maritime Industrial Impact Fund (MIIF), based on the recognition that certain communities adjacent to industrialized areas near San Diego Bay may be subject to adverse impacts. The MIIF is used to fund projects to mitigate Off-Tidelands impacts from the Port District's marine terminals and the maritime industry operating at the terminals.

The City of National City desires to provide a clean and safe travel option around National City, including on Tidelands, through a zero-emission shuttle program that provides a clean and safe travel option around National City and improves quality of life by expanding affordable travel options and access to National City's waterfront while reducing pollution.

The District and City desire to work together to reduce air pollution, improve air quality and public health, and increase access to National City's waterfront for those residing in National City.

The City, in partnership with Circuit Transit, Inc., created the Free Ride Around National City (FRANC) Program (FRANC Program), which is proposed to be a Neighborhood Electric Vehicle (NEV) shuttle system that ties together destinations in downtown National City, Old Town National City, and West Side National City with the 8<sup>th</sup> and 24<sup>th</sup> Street Transit Centers, and with waterfront employers along the waterfront (e.g., Naval Base San Diego, National City Marine Terminal, shipyards), by providing first and last-mile connections.

The FRANC Program service area is proposed to include District Tidelands in National City, including Pepper Park. When operational, the FRANC will serve as a connector that provides the City's residents with access to the National City waterfront.



The City applied for and was awarded a “Mobility Project Voucher” from the Clean Mobility Options Voucher Pilot Program (CMO), which is administered by CALSTART, a national non-profit which works to advance clean transportation initiatives, as designated by the California Air Resources Board (CARB). The CMO program aims to increase access to clean mobility options in disadvantaged communities, reduce greenhouse gas emissions and criteria pollutants, increase the uptake of zero-emission vehicles, and improve air quality and public health in the State’s most vulnerable communities.

The City proposes to use the Mobility Project Voucher to fund the FRANCO Program.

The Mobility Project Voucher for the FRANCO Program is a maximum of \$1,500,000 for a 5-year term, consisting of one year of planning, three years of operation funded by the Mobility Project Voucher, and one additional year of mandatory operation not funded by the Mobility Project Voucher.

The District has offered to contribute Four Hundred Thousand Dollars (\$400,000) in MIIF funds to support the FRANCO Program. The total \$400,000 is to be used for the purposes supporting the FRANCO Program and for no other purposes whatsoever. The MOU limits the amount that can be spent on capital-related expenses in an effort to focus funds on operations.

The attached Memorandum of Understanding outlines the terms of use of MIIF funds for the project. Staff recommends that City Council adopt a resolution 1) authorizing the Mayor to execute a Memorandum Of Understanding between the San Diego Unified Port District and the City of National City to contribute funds from the maritime industrial impact fund for the funding of the Free Ride Around National City Program; and 2) authorize the establishment of \$400,000 in appropriations and a corresponding revenue budget.

**FINANCIAL STATEMENT:**

Revenue Account No. 296-06589-3470: \$400,000

Expenditure Account No. 296-409-500-598-6589: \$400,000

**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 – Memorandum of Understanding

Exhibit B - Resolution

**MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT AND THE CITY OF NATIONAL CITY TO CONTRIBUTE FUNDS FROM THE MARITIME INDUSTRIAL IMPACT FUND FOR THE FUNDING OF THE FREE RIDE AROUND NATIONAL CITY PROGRAM**

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into on \_\_\_\_\_, 2023, between the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, hereinafter referred to as "District", and the CITY OF NATIONAL CITY, a municipal corporation, hereinafter referred to as "City". The District and City are collectively hereinafter referred to as "parties".

**RECITALS**

**WHEREAS**, in 2010, the District's Board of Port Commissioners (BPC) adopted BPC Policy No. 773 to establish a Maritime Industrial Impact Fund (MIIF), based on the recognition that certain communities adjacent to industrialized areas near San Diego Bay may be subject adverse impacts; and

**WHEREAS**, the MIIF is used to fund projects to mitigate Off-Tidelands impacts from the Port District's marine terminals and the maritime industry operating at the terminals; and

**WHEREAS**, the City of National City desires to provide a clean and safe travel option around National City, including on Tidelands, through a zero-emission shuttle program that provides a clean and safe travel option around National City and improves quality of life by expanding affordable travel options and access to National City's waterfront while reducing pollution; and

**WHEREAS**, the District and City desire to work together to reduce air pollution, improve air quality and public health, and increase access to National City's waterfront for those residing in National City; and

**WHEREAS**, the City, in partnership with Circuit Transit, Inc., created the Free Ride Around National City (FRANC) Program (FRANC Program), which is proposed to be a Neighborhood Electric Vehicle (NEV) shuttle system that ties together destinations in downtown National City, Old Town National City, and West Side National City with the 8<sup>th</sup> and 24<sup>th</sup> Street Transit Centers, and with waterfront employers along the waterfront (e.g., Naval Base San Diego, National City Marine Terminal, shipyards), by providing first and last-mile connections; and

**WHEREAS**, the FRANC Program service area is proposed to include District Tidelands in National City, including Pepper Park; and

**WHEREAS**, when operational, the FRANC will serve as a connector that provides the City's residents with access to the National City waterfront; and

**WHEREAS**, the City applied for and was awarded a "Mobility Project Voucher" from the Clean Mobility Options Voucher Pilot Program (CMO), which is administered by CALSTART, a national non-profit which works to advance clean transportation initiatives, as designated by the California Air Resources Board (CARB); and

**WHEREAS**, the CMO program aims to increase access to clean mobility options in disadvantaged communities, reduce greenhouse gas emissions and criteria pollutants, increase the uptake of zero-emission vehicles, and improve air quality and public health in the State's most vulnerable communities; and

**WHEREAS**, the City proposes to use the Mobility Project Voucher to fund the FRANC Program; and

**WHEREAS**, the Mobility Project Voucher for the FRANC Program is a maximum of \$1,500,000 for a 5-year term, consisting of one year of planning, three years of operation funded by the Mobility Project Voucher, and one additional year of mandatory operation not funded by the Mobility Project Voucher; and

**WHEREAS**, the District has offered to contribute Four Hundred Thousand Dollars (\$400,000) in MIIF funds to support the FRANC Program; and

**WHEREAS**, the total \$400,000 is to be used for the purposes supporting the FRANC Program and for no other purposes whatsoever.

**NOW THEREFORE**, in exchange for the commitments and consideration outlined in this MOU, the Parties agree as follows:

1. Contribution. The District shall issue a check or wire funds payable to "City of National City" for Four Hundred Thousand Dollars (\$400,000) ("Contribution") within 30 days following the Effective Date of this MOU.

2. City's Use of the Contribution. The City agrees to use District's Contribution only for the FRANC Program, provided any capital-related expenses must remain under \$100,000.

3. Time Deadlines. The City shall use the Contribution within five (5) years of the City's receipt of the Mobility Project Voucher funds or within five (5) years of the Effective Date of this MOU, whichever is later. If the Contribution is not used within this timeframe, the City must return any unused portion of the Contribution to the Port District within six (6) months following the end of the Mobility Project Voucher term or within five (5) years of the Effective Date of this MOU, whichever is later.

4. Records and Audit.

a. The City shall maintain full and complete records of the use of District's Contribution. Such records shall be open to inspection by the District at all reasonable times and such records shall be kept for at least three (3) years after the City notifies the District in writing of completion of the FRANC Program or until all disputes, appeals, litigation or claims arising from this MOU have been resolved, whichever is later.

b. The City understands and agrees that the District, at all times under this MOU, has the right to review documents and work in progress and to audit financial records, whether or not final, which the City or anyone else associated with the work has prepared or which relate to the use of the District's Contribution regardless of whether such records have previously been provided to the District. The City shall provide the District at the City's expense a copy of all such records within fifteen (15) working days of a written request by the District. The District's right shall also include inspection at reasonable times of the City's office or facilities, which are engaged in the performance of services pursuant to this MOU.

The City shall, at no cost to the District furnish reasonable facilities and assistance for such review and audit.

5. Indemnify, Defend, Hold Harmless.
- a. To the fullest extent provided by law, the City agrees to defend, indemnify and hold harmless the District, its agents, officers or employees, from and against any claim, demand, action, proceeding, suit, liability, damage, cost (including reasonable attorneys' fees) or expense for, including but not limited to, damage to property, the loss or use thereof, or injury or death to any person, including the City's officers, agents, subcontractors, employees, ("Claim"), caused by, arising out of, or related to the performance of services and/or use of the Port District's Contribution by the City, its officers, agents, subcontractors and employees, as provided for in this MOU or related to the operation of the FRANc Program, or failure to act by the City, its officers, agents, subcontractors and employees. The City's duty to defend, indemnify, and hold harmless shall not include any Claim arising from the active negligence, sole negligence or willful misconduct of the District, its agents, officers, or employees.
  - b. The City further agrees that the duty to indemnify, and the duty to defend the District as set forth in 5.a, requires that the City pay all reasonable attorneys' fees and costs the District incurs associated with or related to enforcing the indemnification provisions, and defending any Claim arising from the services of the City provided for in this MOU.
  - c. The District may, at its own election, conduct its defense, or participate in the defense of any Claim related in any way to this MOU. If the District chooses at its own election to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any Claim arising from the services of the City provided for in this MOU, the City agrees to pay all reasonable attorneys' fees and all costs incurred by the District.
6. Compliance by the City.
- a. In performance of this MOU, the City and the City's sub-contractors shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. The City shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.
  - b. The City shall comply with all Federal, State, regional and local laws, and District Ordinances and Regulations applicable to the performance of services under this MOU as exist now or as may be added or amended.
  - c. Two weeks prior to commencement of operation the FRANc Program, the City shall send the District notice via email of the proposed commencement date.
  - d. On an annual basis for the term of this MOU, City shall provide the District with:
    - (1) Ridership Information. Data on overall ridership information for the FRANc Program, as well as ridership information specific to District tidelands,

including but not limited to, peak periods of demand for trips to District tidelands; and

(2) Use of Contribution. A description of how the District's Contribution was utilized for the past year.

- e. The City shall calculate any annual air pollutant and greenhouse gas emissions net reductions associated with the overall operation of the FRANCO Program and provide the District the opportunity to review and verify the results.

7. City to Recognize District's Contribution.

- a. The City shall communicate all media opportunities with the District in advance and allow for review of as well as contribution and reasonable modifications to press releases, key messaging, talking points, or any other written material relating to the District's Contribution or this MOU.
- b. The City shall, to the best of its ability, proactively inform the District of any issues concerning this MOU that are of media and/or public interest immediately (e.g., any unforeseen crisis situations).
- c. The City shall present any proactive or reactive media opportunities to the District and allow for participation in any joint events (e.g., media or community events).
- d. District branding shall be included on the NEVs, and content of such branding shall be at the discretion and approval of the District and City.

8. Notice. Any notice required hereunder shall be in writing and shall be addressed as follows:

Port: Lesley Nishihira, Planning Director  
Planning Department  
San Diego Unified Port District  
3165 Pacific Highway  
San Diego, CA 92101

City: Roberto Yano, PE, Director of Public Works/City Engineer  
City of National City  
1243 National City Boulevard  
National City, CA 91950

or to such other address as either party may indicate in a written notice to the other. All notices and communications given under this MOU shall be deemed to have been duly given and received: (i) upon personal delivery, or (ii) as of the third business day after mailing by United States certified mail, return receipt requested, postage prepaid, addressed as set forth above, or (iii) the immediately succeeding business day after deposit (for next day delivery) with Federal Express or other similar overnight courier system

9. Counterparts. This MOU may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same MOU. In addition, properly executed, authorized signatures may be transmitted via facsimile or electronic mail and upon receipt shall constitute an original signature.

10. Effective Date. The term "Effective Date" as used in this MOU shall mean the date this MOU is fully executed by the Parties.

The Parties hereto have executed this MOU as indicated by the signatures below.

SAN DIEGO UNIFIED PORT DISTRICT

CITY OF NATIONAL CITY

By: \_\_\_\_\_  
Joe Stuyvesant  
President/CEO

By: \_\_\_\_\_  
Ron Morrison  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legality:  
GENERAL COUNSEL

Approved as to form and legality:  
CITY ATTORNEY

By: \_\_\_\_\_  
Thomas A. Russell

By: \_\_\_\_\_  
Barry J. Schultz, City Attorney

**RESOLUTION NO. 2023 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT AND THE CITY OF NATIONAL CITY TO CONTRIBUTE FUNDS FROM THE MARITIME INDUSTRIAL IMPACT FUND FOR THE FUNDING OF THE FREE RIDE AROUND NATIONAL CITY PROGRAM; AND 2) AUTHORIZING THE ESTABLISHMENT OF \$400,000 IN APPROPRIATIONS AND A CORRESPONDING REVENUE BUDGET.**

**WHEREAS**, in 2010, the District's Board of Port Commissioners (BPC) adopted BPC Policy No. 773 to establish a Maritime Industrial Impact Fund (MIIF), based on the recognition that certain communities adjacent to industrialized areas near San Diego Bay may be subject adverse impacts; and

**WHEREAS**, the MIIF is used to fund projects to mitigate Off-Tidelands impacts from the Port District's marine terminals and the maritime industry operating at the terminals; and

**WHEREAS**, the City of National City desires to provide a clean and safe travel option around National City, including on Tidelands, through a zero-emission shuttle program that provides a clean and safe travel option around National City and improves quality of life by expanding affordable travel options and access to National City's waterfront while reducing pollution; and

**WHEREAS**, the District and City desire to work together to reduce air pollution, improve air quality and public health, and increase access to National City's waterfront for those residing in National City; and

**WHEREAS**, the City, in partnership with Circuit Transit, Inc., created the Free Ride Around National City (FRANC) Program (FRANC Program), which is proposed to be a Neighborhood Electric Vehicle (NEV) shuttle system that ties together destinations in downtown National City, Old Town National City, and West Side National City with the 8<sup>th</sup> and 24<sup>th</sup> Street Transit Centers, and with waterfront employers along the waterfront (e.g., Naval Base San Diego, National City Marine Terminal, shipyards), by providing first and last-mile connections; and

**WHEREAS**, the FRANC Program service area is proposed to include District Tidelands in National City, including Pepper Park; and

**WHEREAS**, when operational, the FRANC will serve as a connector that provides the City's residents with access to the National City waterfront; and

**WHEREAS**, the City applied for and was awarded a "Mobility Project Voucher" from the Clean Mobility Options Voucher Pilot Program (CMO), which is administered by CALSTART, a national non-profit which works to advance clean transportation initiatives, as designated by the California Air Resources Board (CARB); and

**WHEREAS**, the CMO program aims to increase access to clean mobility options in disadvantaged communities, reduce greenhouse gas emissions and criteria pollutants, increase the uptake of zero-emission vehicles, and improve air quality and public health in the State's most vulnerable communities; and

**WHEREAS**, the City proposes to use the Mobility Project Voucher to fund the FRANc Program; and

**WHEREAS**, the Mobility Project Voucher for the FRANc Program is a maximum of \$1,500,000 for a 5-year term, consisting of one year of planning, three years of operation funded by the Mobility Project Voucher, and one additional year of mandatory operation not funded by the Mobility Project Voucher; and

**WHEREAS**, the District has offered to contribute Four Hundred Thousand Dollars (\$400,000) in MIIF funds to support the FRANc Program; and

**WHEREAS**, the total \$400,000 is to be used for the purposes supporting the FRANc Program and for no other purposes whatsoever; and

**WHEREAS**, the Memorandum of Understanding outlines the terms of use of MIIF funds 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 authorizes the Mayor to execute a Memorandum Of Understanding, attached to the Agenda Report, between the San Diego Unified Port District and the City of National City to contribute funds from the Maritime Industrial Impact Fund for the funding of the Free Ride Around National City Program.

**Section 2:** That the City Council hereby authorizes the establishment of \$400,000 in appropriations and a corresponding revenue budget.

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

**PASSED and ADOPTED this 20th day of June, 2023.**

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Ron Morrison, Mayor

**ATTEST:**

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Shelley Chapel, MMC, City Clerk

**APPROVED AS TO FORM:**

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Barry J. Schultz, City Attorney





# AGENDA REPORT

**Department:** Fire Department  
**Prepared by:** Walter Amedee, Management Analyst III  
**Meeting Date:** Tuesday, June 20, 2023  
**Approved by:** Armando Vergara, Interim City Manager

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**SUBJECT:**

Sole Source Purchase of a Phoenix G2 Fire Station Alerting System

**RECOMMENDATION:**

Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.220 (B) Regarding the Sole Source Purchase of the Phoenix G2 Fire Station Alerting System for the National City Fire Department, from US Digital Designs (USDD) for a Not-To-Exceed Amount of \$158,504.85.”

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**

Not Applicable.

**EXPLANATION:**

The National City Fire Department (NCFD) plans to acquire the Phoenix G2 Fire Station Alerting System. US Digital Designs (USDD) is the sole manufacturer and distributor of the Phoenix G2 Fire Station Alerting System. The System provides the station alerting (including alert tones, digital displays, and digital voice dispatch) to alert and notify crews of a call response. This system will be installed at all three of National City’s Fire Stations. In addition, this system is tightly integrated with the existing Computer Aided Dispatch (CAD) system software, radio backup systems, and other network interfaces utilized by the San Diego Fire Department Dispatching Center, whom dispatches all responses for the NCFD.

**Application:**

The installation of the G2 system will provide the NCFD with a modern, reliable, up to date alerting system that will have a seamless interface with the department’s existing emergency dispatching center. As a result of this upgrade, crews will receive call information through a more reliable and time expedient system, allowing them to respond more quickly, efficiently, and fully informed as to the nature of the emergency. All but one agency in the Metro Zone utilize this system and the fire department’s migration to this system will enhance operations throughout the Metro Zone and our Operational Area. The migration to this system will strengthen our capabilities in the NCFD’s regional approach to hazard mitigation.

**USDD G2 Alerting System Purchase:**

As allowed by National City Municipal Code Section 2.60.220 (B) - Open market procedure— Exception to bidding requirements, the NCFD requests the purchase of a Phoenix G2 Fire Station Alerting System from US Digital Designs (USDD), a sole source provider.

**2.60.220 - Open market procedure—Exception to bidding requirements:**

In any of the following instances, the city manager or purchasing agent may dispense with the requirements of bidding when any of the following applies, provided the circumstances are completely documented:

B. The commodity, regardless of value, can be obtained from only one source. Sole source procurements may be used when there is only one source from which a particular commodity is available and there is no adequate substitute. Sole source procurement may also be used when it is clear that competitive bidding will not produce any competitive advantage or would be impractical or not meet an urgent city procurement need.

(Ord. 2262 § 1 (part), 2005)

**FINANCIAL STATEMENT:**

Funding in the amount of \$170,000 for this project was included in the FY 2023 budget in account 001-409-500-598-1500 (Facilities Upgrades). The equipment will cost \$158,504.85. The installation of this equipment must be done by a certified installer and will cost \$86,150, resulting in a total project cost of \$244,655. The acquisition of installation services is addressed in a separate agenda item.

**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 – Sole Source Letter – USDD Phoenix G2

Exhibit B – Quote – USDD Equipment

Exhibit C – Resolution



US Digital Designs, Inc.  
1835 E 6<sup>th</sup> Street, Suite 27  
Tempe, Arizona 85281  
Phone: (602) 687-1730

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March 30, 2022

City of National City  
National City Fire Department  
343 E. 16<sup>th</sup> Street  
National City, CA 91950

RE: Sole Source Statement – G2 Certified Installation Contractor

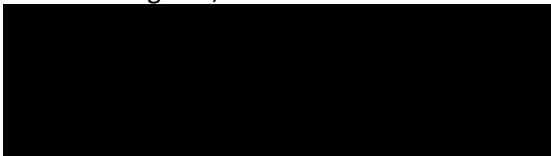
To Whom it May Concern:

The City of National City and its Fire Department plan to acquire the Phoenix G2 Fire Station Alerting System (the “System”). US Digital Designs, Inc. is the sole manufacturer and distributor of the Phoenix G2 Fire Station Alerting system. As the manufacturer of the System, USDD requires all installation of the station-level components of the System be performed by an electrical (low-voltage) installation contractor trained and certified by USDD. USDD certification training is designed to acquaint the installer with the special features of the System, the mission critical aspects of the System, and proper installation as recommended by USDD. Installation by a G2 Certified Installer allows USDD to warrant and provide service and support for the System.

Berg Electric and its personnel have undergone USDD certified training and have current certifications from USDD. They are currently the only G2 certified installer in the San Diego / National City area that is qualified to perform the proper installation of the System. The City’s use of Berg Electric for the installation of the System in its stations will allow USDD to warranty the System and provide service and support.

Please let me know if I may answer any additional questions. Thank you for the opportunity to support your community.

Best Regards,



DOMINIC MAGNONI  
Vice President  
[dmagnoni@usdd.com](mailto:dmagnoni@usdd.com)

# US DIGITAL DESIGNS

Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Quotation to:

National City, California  
National City Fire Department

Project:

**G2 Fire Station Alerting System**  
**Three (3) Station Systems**

Proposal number:

CA\_NTLC001

Revision #

2

Quote Date:

**05-Apr-2023**

Quote Expires:

4-Jul-2023

INSTALLATION BY:

**N/A - Installation is not assumed or included by USDD**  
**Customer to contract directly with a Certified G2 Installer**

By:

Peter Donkin  
Project Manager

(ja)

**US Digital Designs, Inc.**

1835 E Sixth St #27

Tempe, AZ 85281

602-687-1759 direct

480-290-7892 fax

pdonkin@usdd.com

[This Proposal is subject to corrections due to Errors or Omissions]

# US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27  
 Tempe, Arizona 85281  
 877-551-8733 tel 480-290-7892 fax

# QUOTE

DATE: 4/5/2023  
 Expires: 7/4/2023

Quote SUBMITTED TO:  
 National City, California  
 National City Fire Department

**REF PROPOSAL**  
**CA\_NTLC001 v2 STATION-LEVEL**

## STATION 31

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.CA\_NTLC.ALL THREE STATIONS.2022.01.25.pdf

STATION SYSTEM LICENSES								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,030.00	\$ 927.00	\$ 927.00
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are <b>offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.</b> See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 108.00	\$ 97.20	N/A - Included

STATION SYSTEM CONTROLLER								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 21,750.00	\$ 19,575.00	\$ 19,575.00
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$ 6,592.50	\$ -
SC3a	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 64.00	\$ 57.60	\$ -
SC3b	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 64.00	\$ 57.60	\$ -
SC4a	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70
SC4b	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 65.00	\$ 58.50	\$ 58.50

STATION SYSTEM PERIPHERAL COMPONENTS								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP1a	Ea	TBD	0	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ -
SP1b	Ea	TBD	0	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 76.00	\$ 68.40	\$ -
SP2	Ea	USDD	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 825.00	\$ 742.50	\$ -
SP3a	Ea	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ -
SP3b	Ea	TBD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,100.00	\$ 990.00	\$ -
SP3c	Ea	TBD	0	Flat Panel/TV Mount - Universal 23"-46" Tilt	FPM-U	\$ 115.00	\$ 103.50	\$ -
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,375.00	\$ 1,237.50	\$ -
SP5	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ -
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ -
SP7	Ea	USDD	1	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,425.00	\$ 1,282.50	\$ 1,282.50

SP8a	Ea	USDD	0	<b>G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY</b>	<b>MS-G-M</b>	\$ 915.00	\$ 823.50	\$ -
SP8b	Ea	USDD	3	<b>G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width</b>	<b>MS-G-S</b>	\$ 1,050.00	\$ 945.00	\$ 2,835.00
SP8c	Ea	USDD	2	<b>G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width</b>	<b>MS-G-E</b>	\$ 1,575.00	\$ 1,417.50	\$ 2,835.00
SP9a	Ea	USDD	1	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	<b>MS-AP-S</b>	\$ 55.00	\$ 49.50	\$ 49.50
SP9b	Ea	USDD	0	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	<b>MS-AP-D</b>	\$ 65.00	\$ 58.50	\$ -
SP9c	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	<b>MS-HK</b>	\$ 73.00	\$ 65.70	\$ -
SP9d	Ea	TBD	1	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 325.00	\$ 292.50	\$ 292.50
SP10a	Ea	USDD	6	<b>G2 ROOM REMOTE 2 Module / 2017 version 2</b>	<b>RR2</b>	\$ 2,025.00	\$ 1,822.50	\$ 10,935.00
SP10b	Ea	USDD	0	RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 75.00	\$ 67.50	\$ -
SP10c	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -
SP11a	Ea	USDD	11	<b>G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v</b>	<b>SPK-LED-FM</b>	\$ 325.00	\$ 292.50	\$ 3,217.50
SP11b	Ea	USDD	0	<b>G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v</b>	<b>SPK-LED-SM</b>	\$ 325.00	\$ 292.50	\$ -
SP12a	Ea	USDD	1	<b>G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (requires MR2 for power/signal/control)</b>	<b>SPK-OAS</b>	\$ 875.00	\$ 787.50	\$ 787.50
SP12b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 23.00	\$ 20.70	\$ -
SP12c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 55.00	\$ 49.50	\$ -
SP12d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 55.00	\$ 49.50	\$ -
SP13a	Ea	USDD	3	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 105.00	\$ 94.50	\$ 283.50
SP13b	Ea	USDD	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 105.00	\$ 94.50	\$ -
SP14	Ea	USDD	1	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 325.00	\$ 292.50	\$ 292.50
SP15	Ea	USDD	0	<b>G2 Strobe Light / Red LED</b>	<b>STR</b>	\$ 575.00	\$ 517.50	\$ -
SP16	Ea	USDD	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -
SP17	Ea	USDD	0	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	\$ 1,700.00	\$ 1,530.00	\$ -

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	0	Station Installation (N/A - Installation is not assumed or included by USDD. Customer to contract directly with a Certified G2 Installer.)	ST-INST	\$ -	\$ -	\$ -	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,234.64	\$ 2,011.18	\$ 2,011.18	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,119.78	\$ 1,007.80	\$ 1,007.80	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 392.90	\$ 353.61	\$ 353.61	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 58.94	\$ 53.04	\$ 53.04	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,425.00	\$ 3,982.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 650.00	\$ 585.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 6,125.00	\$ 5,512.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 3,125.00	\$ 2,812.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 4,420.17	\$ 3,978.15	\$ 5967.2295 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 4,420.17	\$ 3,978.15	\$ -	

<b>STATION 31</b>	<b>System:</b>	<b>\$ 47,627.33</b>
	<b>Shipping:</b>	<b>\$ 912.00</b>
	<b>Warranty &amp; Support:</b>	<b>\$ -</b>
	<b>STATION SUBTOTAL:</b>	<b>\$ 48,539.33</b>

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

**Warranty & Support Notes:**

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSASaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

**Station System Installation Notes:**

- 01 - Unless specifically detailed in this proposal, no installation by USDD or its subcontractors is assumed or provided.
- 02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
- 04 - Installation warranted by installation contractor - G2 FSASaaS warranted, serviced and supported by USDD.
- 05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 - USDD FSASaaS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect



# US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27  
 Tempe, Arizona 85281  
 877-551-8733 tel 480-290-7892 fax

# QUOTE

DATE: 4/5/2023  
 Expires: 7/4/2023

Quote SUBMITTED TO:  
 National City, California  
 National City Fire Department

**REF PROPOSAL**  
**CA\_NTLC001 v2 STATION-LEVEL**

## STATION 33

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.CA\_NTLC.ALL THREE STATIONS.2022.01.25.pdf

STATION SYSTEM LICENSES								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,030.00	\$ 927.00	\$ 927.00
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are <b>offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.</b> See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 108.00	\$ 97.20	N/A - Included

STATION SYSTEM CONTROLLER								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 21,750.00	\$ 19,575.00	\$ 19,575.00
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$ 6,592.50	\$ -
SC3a	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 64.00	\$ 57.60	\$ -
SC3b	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 64.00	\$ 57.60	\$ -
SC4a	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70
SC4b	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 65.00	\$ 58.50	\$ 58.50

STATION SYSTEM PERIPHERAL COMPONENTS								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP1a	Ea	TBD	0	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ -
SP1b	Ea	TBD	0	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 76.00	\$ 68.40	\$ -
SP2	Ea	USDD	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 825.00	\$ 742.50	\$ -
SP3a	Ea	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ -
SP3b	Ea	TBD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,100.00	\$ 990.00	\$ -
SP3c	Ea	TBD	0	Flat Panel/TV Mount - Universal 23"-46" Tilt	FPM-U	\$ 115.00	\$ 103.50	\$ -
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,375.00	\$ 1,237.50	\$ -
SP5	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ -
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ -
SP7	Ea	USDD	0	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,425.00	\$ 1,282.50	\$ -

SP8a	Ea	USDD	0	<b>G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY</b>	<b>MS-G-M</b>	\$ 915.00	\$ 823.50	\$ -	
SP8b	Ea	USDD	1	<b>G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width</b>	<b>MS-G-S</b>	\$ 1,050.00	\$ 945.00	\$ 945.00	
SP8c	Ea	USDD	0	<b>G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width</b>	<b>MS-G-E</b>	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9a	Ea	USDD	0	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	<b>MS-AP-S</b>	\$ 55.00	\$ 49.50	\$ -	
SP9b	Ea	USDD	0	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	<b>MS-AP-D</b>	\$ 65.00	\$ 58.50	\$ -	
SP9c	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	<b>MS-HK</b>	\$ 73.00	\$ 65.70	\$ -	
SP9d	Ea	TBD	0	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 325.00	\$ 292.50	\$ -	
SP10a	Ea	USDD	0	<b>G2 ROOM REMOTE 2 Module / 2017 version 2</b>	<b>RR2</b>	\$ 2,025.00	\$ 1,822.50	\$ -	
SP10b	Ea	USDD	0	RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 75.00	\$ 67.50	\$ -	
SP10c	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -	
SP11a	Ea	USDD	0	<b>G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v</b>	<b>SPK-LED-FM</b>	\$ 325.00	\$ 292.50	\$ -	
SP11b	Ea	USDD	0	<b>G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v</b>	<b>SPK-LED-SM</b>	\$ 325.00	\$ 292.50	\$ -	
SP12a	Ea	USDD	0	<b>G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (requires MR2 for power/signal/control)</b>	<b>SPK-OAS</b>	\$ 875.00	\$ 787.50	\$ -	
SP12b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 23.00	\$ 20.70	\$ -	
SP12c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 55.00	\$ 49.50	\$ -	
SP12d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 55.00	\$ 49.50	\$ -	
SP13a	Ea	USDD	3	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 105.00	\$ 94.50	\$ 283.50	
SP13b	Ea	USDD	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 105.00	\$ 94.50	\$ -	
SP14	Ea	USDD	0	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 325.00	\$ 292.50	\$ -	
SP15	Ea	USDD	0	<b>G2 Strobe Light / Red LED</b>	<b>STR</b>	\$ 575.00	\$ 517.50	\$ -	
SP16	Ea	USDD	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP17	Ea	USDD	0	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	\$ 1,700.00	\$ 1,530.00	\$ -	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	0	Station Installation (N/A - Installation is not assumed or included by USDD. Customer to contract directly with a Certified G2 Installer.)	ST-INST	\$ -	\$ -	\$ -	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,231.81	\$ 2,008.63	\$ 2,008.63	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,118.42	\$ 1,006.58	\$ 1,006.58	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 394.59	\$ 355.13	\$ 355.13	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 57.81	\$ 52.03	\$ 52.03	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,425.00	\$ 3,982.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 650.00	\$ 585.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 6,125.00	\$ 5,512.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 3,125.00	\$ 2,812.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 2,261.97	\$ 2,035.77	\$ 3053.6595 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 2,261.97	\$ 2,035.77	\$ -	

<b>STATION 33</b>	<b>System:</b>	<b>\$ 26,042.06</b>
	<b>Shipping:</b>	<b>\$ 411.00</b>
	<b>Warranty &amp; Support:</b>	<b>\$ -</b>
	<b>STATION SUBTOTAL:</b>	<b>\$ 26,453.06</b>

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

**Warranty & Support Notes:**

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSASaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

**Station System Installation Notes:**

- 01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
- 02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
- 04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
- 05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

# US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27  
 Tempe, Arizona 85281  
 877-551-8733 tel 480-290-7892 fax

# QUOTE

DATE: 4/5/2023  
 Expires: 7/4/2023

Quote SUBMITTED TO:  
 National City, California  
 National City Fire Department

**REF PROPOSAL**  
**CA\_NTLC001 v2 STATION-LEVEL**

## STATION 34

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.CA\_NTLC.ALL THREE STATIONS.2022.01.25.pdf

STATION SYSTEM LICENSES								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,030.00	\$ 927.00	\$ 927.00
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are <b>offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.</b> See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 108.00	\$ 97.20	N/A - Included

STATION SYSTEM CONTROLLER								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 21,750.00	\$ 19,575.00	\$ 19,575.00
SC2	Kit	USDD	1	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$ 6,592.50	\$ 6,592.50
SC3a	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 64.00	\$ 57.60	\$ -
SC3b	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 64.00	\$ 57.60	\$ -
SC4a	Ea	TBD	2	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 1,661.40
SC4b	Ea	TBD	2	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 65.00	\$ 58.50	\$ 117.00

STATION SYSTEM PERIPHERAL COMPONENTS								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP1a	Ea	TBD	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30
SP1b	Ea	TBD	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 76.00	\$ 68.40	\$ 68.40
SP2	Ea	USDD	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 825.00	\$ 742.50	\$ -
SP3a	Ea	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ -
SP3b	Ea	TBD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,100.00	\$ 990.00	\$ -
SP3c	Ea	TBD	0	Flat Panel/TV Mount - Universal 23"-46" Tilt	FPM-U	\$ 115.00	\$ 103.50	\$ -
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,375.00	\$ 1,237.50	\$ -
SP5	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ -
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ -
SP7	Ea	USDD	2	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,425.00	\$ 1,282.50	\$ 2,565.00

SP8a	Ea	USDD	0	<b>G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY</b>	<b>MS-G-M</b>	\$ 915.00	\$ 823.50	\$ -	
SP8b	Ea	USDD	13	<b>G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width</b>	<b>MS-G-S</b>	\$ 1,050.00	\$ 945.00	\$ 12,285.00	
SP8c	Ea	USDD	0	<b>G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width</b>	<b>MS-G-E</b>	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9a	Ea	USDD	0	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	<b>MS-AP-S</b>	\$ 55.00	\$ 49.50	\$ -	
SP9b	Ea	USDD	2	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	<b>MS-AP-D</b>	\$ 65.00	\$ 58.50	\$ 117.00	
SP9c	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	<b>MS-HK</b>	\$ 73.00	\$ 65.70	\$ -	
SP9d	Ea	TBD	2	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 325.00	\$ 292.50	\$ 585.00	
SP10a	Ea	USDD	11	<b>G2 ROOM REMOTE 2 Module / 2017 version 2</b>	<b>RR2</b>	\$ 2,025.00	\$ 1,822.50	\$ 20,047.50	
SP10b	Ea	USDD	0	RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 75.00	\$ 67.50	\$ -	
SP10c	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -	
SP11a	Ea	USDD	30	<b>G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v</b>	<b>SPK-LED-FM</b>	\$ 325.00	\$ 292.50	\$ 8,775.00	
SP11b	Ea	USDD	2	<b>G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v</b>	<b>SPK-LED-SM</b>	\$ 325.00	\$ 292.50	\$ 585.00	
SP12a	Ea	USDD	2	<b>G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (requires MR2 for power/signal/control)</b>	<b>SPK-OAS</b>	\$ 875.00	\$ 787.50	\$ 1,575.00	
SP12b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 23.00	\$ 20.70	\$ -	
SP12c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 55.00	\$ 49.50	\$ -	
SP12d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 55.00	\$ 49.50	\$ -	
SP13a	Ea	USDD	6	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 105.00	\$ 94.50	\$ 567.00	
SP13b	Ea	USDD	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 105.00	\$ 94.50	\$ -	
SP14	Ea	USDD	4	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 325.00	\$ 292.50	\$ 1,170.00	
SP15	Ea	USDD	0	<b>G2 Strobe Light / Red LED</b>	<b>STR</b>	\$ 575.00	\$ 517.50	\$ -	
SP16	Ea	USDD	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP17	Ea	USDD	0	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	\$ 1,700.00	\$ 1,530.00	\$ -	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	0	Station Installation (N/A - Installation is not assumed or included by USDD. Customer to contract directly with a Certified G2 Installer.)	ST-INST	\$ -	\$ -	\$ -	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,230.22	\$ 2,007.20	\$ 2,007.20	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,112.51	\$ 1,001.26	\$ 1,001.26	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 394.84	\$ 355.36	\$ 355.36	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 57.27	\$ 51.55	\$ 51.55	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,425.00	\$ 3,982.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 650.00	\$ 585.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 6,125.00	\$ 5,512.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 3,125.00	\$ 2,812.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 7,810.11	\$ 7,029.10	\$ 10543.6485 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 7,810.11	\$ 7,029.10	\$ -	

<b>STATION 34</b>		<b>System:</b>	\$ 81,516.46
		<b>Shipping:</b>	\$ 1,996.00
		<b>Warranty &amp; Support:</b>	\$ -
		<b>STATION SUBTOTAL:</b>	\$ 83,512.46

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

**Warranty & Support Notes:**

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSASaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

**Station System Installation Notes:**

- 01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
- 02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
- 04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
- 05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect



# US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27  
 Tempe, Arizona 85281

877-551-8733 tel

480-290-7892 fax

# QUOTE

DATE: 4/5/2023

Expires: 7/4/2023

Quote SUBMITTED TO:

National City, California

National City Fire Department

REF PROPOSAL

CA\_NTLC001 v2

## Section Totals

<b>SECTION TOTALS</b>	
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]	
<b>STATION-LEVEL SUBTOTAL</b>	
	<b>158,504.85</b>
<b>Includes:</b>	
STATION 31 SYSTEM:	48,539.33
STATION 31 WARRANTY & SUPPORT:	-
<b>Includes:</b>	
STATION 33 SYSTEM:	26,453.06
STATION 33 WARRANTY & SUPPORT:	-
<b>Includes:</b>	
STATION 34 SYSTEM:	83,512.46
STATION 34 WARRANTY & SUPPORT:	-
<b>Notes:</b> Three (3) Station Systems currently included in this proposal. Installation is not assumed or included in this proposal. Customer to contract directly with a Certified G2 Installer. Customer intends to tie into existing Dispatch G2 System in place at City of San Diego Fire Communications Center, California	
<b>US Digital Designs System Total: \$ 158,504.85</b>	

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

**(TBD By Customer)** Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

The California Cost-Recovery Fee is a fee charged by USDD to offset amounts incurred by USDD to calculate, file and pay franchise taxes charged by the State of California for doing business within the state. The recovery fee is NOT a tax that is required to be paid by the customer and collected by USDD. More information from the California Franchise Tax board on this here [https://www.ftb.ca.gov/businesses/Structures/S-Corporations.shtml?WT.mc\\_id=Business\\_Forms\\_SCorpTOC](https://www.ftb.ca.gov/businesses/Structures/S-Corporations.shtml?WT.mc_id=Business_Forms_SCorpTOC)

## STANDARD TERMS AND CONDITIONS OF SALE

(Contract Sales)

1. **REMITTANCES** All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed in writing by US Digital Designs, Inc. (hereinafter called "USDD").
2. **PROPOSALS** This proposal expires 30 days after its date. Prices are subject to correction for error.
3. **PROGRESS PAYMENTS** USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due NET 30 upon receipt by Customer. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, and also to avail itself of any other legal remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys' fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.
4. **CANCELLATION AND SUSPENSION** Any order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress and all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the contract.
5. **TAXES** All taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer shall be the responsibility of Customer. Customer agrees to pay all such taxes and further agrees to reimburse USDD for any such payments made by USDD.
6. **LOSS, DAMAGE OR DELAY** USDD shall not be liable for any loss, damage, or delay occasioned by any causes beyond USDD's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. **IN NO EVENT SHALL USDD BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES.**
7. **WARRANTY:** USDD warrants and guarantees its products for 12 months from the day of shipment to Customer (the "Warranty Period"), subject to the terms and limitations set forth herein. The Customer's rights and remedies with respect to a product found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth herein. Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this warranty null, void and of no further effect. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.

7.1 **PRODUCT DEFECTS.** If a product is defective and a valid claim is made within the Warranty Period, at its option, USDD will either (1) repair the defective product at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product. Any replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for 90 days from the date of repair, whichever is later. When a product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Customer shall be responsible for and bear all risks and costs of shipping any products to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any product to Customer after repair or replacement. Replacement products will be returned to Customer configured as it was when the product was originally purchased, subject to applicable updates.

7.2 **CLAIMS.** Prior to making a Warranty claim, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/home/about-usdd/contact-usdd/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

7.3 EXCLUSIONS AND LIMITATIONS. USDD does not warrant that the operation of its product or any related peripherals will be uninterrupted or error-free. USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the product's use. This Warranty does not apply to any Hardware or Software (as defined below) not used for its intended purpose. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Warranty. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a product or part that has been modified to alter functionality or capability without the written permission of USDD; or (h) if any serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any product under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

8. SERVICE AGREEMENT. The Product being purchased hereunder is not subject to any post warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.

9. INTELLECTUAL PROPERTY: Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth below.

9.1 LICENSE: At all times that Customer is in compliance with the terms of this Agreement and all other agreements between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Hardware provided by USDD and only in conjunction with Customer's fire station alerting system pursuant to the terms of this Agreement.

9.2 DEFINITIONS: For purposes of this Section the following terms shall have the following definitions:

9.2.1 "Intellectual Property" means any and all rights of USDD related to USDD's Product existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide;

9.2.2 "USDD's Product" means any and all Hardware and Software provided to Customer by USDD under this Agreement or any other contract, purchase order, or arrangement;

9.2.3 "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation but specifically excludes any televisions or monitors manufactured by a third party; and

9.2.4 "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation and design data that are licensed under this Agreement.

10. Remote Access to System.

a. USDD requires remote network access to the System, including access to Customer's Communications Gateways, Station Controllers, and other USDD-supplied equipment through Secure Shell (SSH) to perform implementation and support tasks under this contract. To enable this the Customer will provide USDD support personnel VPN or similar remote network access to the System for USDD support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core System software upgrades and customized software. USDD will only access Customer's System with the knowledge and consent of Customer.

b. Alternative to Network Access. If the Customer elects not to provide remote network access to the System, then USDD may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow USDD to perform the above services. The following services will not be performed without this access:

- System software upgrades
- System software customization
- Network troubleshooting assistance including packet capture and network monitoring on USDD devices
- Detailed log analysis
- Bulk updates to System database tables
- Troubleshooting that requires low-level system access or large file transfer

c. Timely Access. Customers must ensure that remote access is available prior to notifying USDD of a support request. In the event that the Customer is unable to provide remote access, USDD will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.

d. Physical Security Tokens. USDD has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the USDD office. If the customer requires the use of physical security tokens this may delay after hours service.

11. **GOVERNING LAW** Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona.
12. **ACCEPTANCE OF TERMS** This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.
13. **SHIPPING/DELIVERY:** Unless specifically detailed as otherwise in this proposal, all shipping and delivery costs (even those detailed per-system) relate to single combined shipment to a single point of delivery. If requested otherwise then costs and terms subject to change.
14. **CREDIT CARDS:** All USDD quotes are developed for the customer with the understanding the eventual purchase would be facilitated using standard Purchase Order and Invoice process. If customer would rather use a Credit Card for purchase then said order would be subject to a 4% credit card processing charge.
15. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.
16. **THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.**

**RESOLUTION NO. 2023 –**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.220 (B) REGARDING THE SOLE SOURCE PURCHASE OF THE PHOENIX G2 FIRE STATION ALERTING SYSTEM FOR THE NATIONAL CITY FIRE DEPARTMENT, FROM US DIGITAL DESIGNS (USDD) FOR A NOT TO EXCEED AMOUNT OF \$158,504.85.**

**WHEREAS**, the City of National City's Fire Department (NCFD) desires to update its dispatching equipment from time to time; and

**WHEREAS**, the Fire Department plans to acquire the Phoenix G2 Fire Station Alerting System; and

**WHEREAS**, US Digital Designs (USDD) is the sole manufacturer and distributor of the Phoenix G2 Fire Station Alerting System; and

**WHEREAS**, USDD provides the station alerting system (including alert tones, digital displays, and digital voice dispatch) to alert and notify crews of a call response; and

**WHEREAS**, this system will be installed at all three of National City's Fire Stations; and

**WHEREAS**, this system is tightly integrated with the existing Computer Aided Dispatch (CAD) system software, radio backup systems, and other network interfaces utilized by the San Diego Fire Department Dispatching Center, whom dispatches all responses for the NCFD; and

**WHEREAS**, the installation of the G2 system will provide the NCFD with a modern, reliable, up to date alerting system that will have a seamless interface with the department's existing emergency dispatching center; and

**WHEREAS**, crews will receive call information through a more reliable and time expedient system, allowing them to respond more quickly, efficiently, and fully informed as to the nature of the emergency; and

**WHEREAS**, all but one agency in the Metro Zone utilize this system and the fire department's migration to this system will enhance operations throughout the Metro Zone and our Operational Area; and

**WHEREAS**, the migration to this system will strengthen our capabilities in the NCFD's regional approach to hazard mitigation; and

**WHEREAS**, staff recommends waiving the formal bid process pursuant to NCMC Section 2.60.220 (B) for the sole source purchase of a Phoenix G2 Station Alerting System for the NCFD for a not-to-exceed amount of \$158,504.85.

**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 waive the formal bid process pursuant to NCMC Section 2.60.220 (B) for the sole source purchase of a Phoenix G2 Station Alerting System from USDD for a not-to-exceed amount of \$158,504.85 for the National City Fire Department.

**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 20<sup>th</sup> 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:** Friday, June 30, 2023  
**Approved by:** Armando Vergara, Interim City Manager

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**SUBJECT:**

Sole Source Installation of the Phoenix G2 Fire Station Alerting System by Bergelectric

**RECOMMENDATION:**

Adopt the Resolution, Entitled, "Resolution of the City Council of the City of National City, California, Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.220 (B) Regarding the Sole Source Installation of the Phoenix G2 Fire Station Alerting System for the National City Fire Department by Bergelectric for a Not-to-Exceed Amount of \$86,150.00 and Authorizing Additional Budget Appropriations of \$74,654.85 from General Fund Unassigned Fund Balance for Said Installation."

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**

Not Applicable.

**EXPLANATION:**

The National City Fire Department (NCFD) plans to acquire the Phoenix G2 Fire Station Alerting System from US Digital Designs (USDD). The station alerting system (including alert tones, digital displays, and digital voice dispatch) provides alerts and notifies crews of a call response. This system will be installed at all three of National City's Fire Stations. USDD is the sole manufacturer and distributor of the Phoenix G2 Fire Station Alerting system. As the manufacturer of the System, USDD requires all installation of the station-level components of the System be performed by an electrical (low-voltage) installation contractor trained and certified by USDD. USDD certification training is designed to acquaint the installer with the special features of the System, the mission critical aspects of the System, and proper installation as recommended by USDD. Installation by a G2 Certified Installer allows USDD to warrant and provide service and support for the System.

Bergelectric and its personnel have undergone USDD certified training and have current certifications from USDD. Bergelectric is currently the only G2 certified installer in the San Diego/National City area that is qualified to perform the proper installation of the System. The City's use of Bergelectric for the installation of the System in its stations will allow USDD to warranty the System and provide service and support.

The Capital Improvement Program (Facilities Major Maintenance) was approved with an adopted budget of \$170,000.00 for the purchase and installation of the System. The total cost for the purchase of the equipment is \$158,504.85 (the subject of a separate agenda item) and the total cost for the installation is \$86,150.00, for a total project cost of \$244,654.85. Therefore, there will be an outstanding balance of \$74,654.85 necessary to allocate from General Fund unassigned fund balance to complete the purchase/installation of the System.

**Bergelectric G2 Alerting System Installation:**

As allowed by National City Municipal Code Section 2.60.220 (B) - Open market procedure— Exception to bidding requirements, the NCFD requests the installation of the Phoenix G2 Fire Station Alerting System by Bergelectric, the only G2 certified installer in the San Diego / National City area. Funding for the installation costs of \$86,150.00 is partly being obtained from the Facilities Major Maintenance Capital Improvement Program (i.e. \$11,495.15). Staff recommends approving the establishment of additional appropriations in the amount of \$74,654.85 from General Fund unassigned fund balance and waiving the formal bid process pursuant to NCMC Section 2.60.220 (B) for the sole source installation of the Phoenix G2 Station Alerting System for the NCFD by Bergelectric.

**2.60.220 - Open market procedure—Exception to bidding requirements:**

In any of the following instances, the city manager or purchasing agent may dispense with the requirements of bidding when any of the following applies, provided the circumstances are completely documented:

- B. The commodity, regardless of value, can be obtained from only one source. Sole source procurements may be used when there is only one source from which a particular commodity is available and there is no adequate substitute. Sole source procurement may also be used when it is clear that competitive bidding will not produce any competitive advantage or would be impractical or not meet an urgent city procurement need. (Ord. 2262 § 1 (part), 2005)

**FINANCIAL STATEMENT:**

Approval of this item will reduce General Fund unassigned fund balance by \$74,654.85.  
001-409-500-598-1500 (Facilities Upgrades) – \$11,495.15 (already appropriated)  
001-409-500-598-1500 (Facilities Upgrades) - \$74,654.85 (additional requested appropriations)

**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 – Sole Source Letter – Bergelectric
- Exhibit B – Bergelectric Agreement
- Exhibit C – Quote – Bergelectric Installation
- Exhibit D – Resolution





US Digital Designs, Inc.  
1835 E 6<sup>th</sup> Street, Suite 27  
Tempe, Arizona 85281  
Phone: (602) 687-1730

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March 30, 2022

City of National City  
National City Fire Department  
343 E. 16<sup>th</sup> Street  
National City, CA 91950

RE: Sole Source Statement – G2 Certified Installation Contractor

To Whom it May Concern:

The City of National City and its Fire Department plan to acquire the Phoenix G2 Fire Station Alerting System (the “System”). US Digital Designs, Inc. is the sole manufacturer and distributor of the Phoenix G2 Fire Station Alerting system. As the manufacturer of the System, USDD requires all installation of the station-level components of the System be performed by an electrical (low-voltage) installation contractor trained and certified by USDD. USDD certification training is designed to acquaint the installer with the special features of the System, the mission critical aspects of the System, and proper installation as recommended by USDD. Installation by a G2 Certified Installer allows USDD to warrant and provide service and support for the System.

Berg Electric and its personnel have undergone USDD certified training and have current certifications from USDD. They are currently the only G2 certified installer in the San Diego / National City area that is qualified to perform the proper installation of the System. The City’s use of Berg Electric for the installation of the System in its stations will allow USDD to warranty the System and provide service and support.

Please let me know if I may answer any additional questions. Thank you for the opportunity to support your community.

Best Regards,

DOMINIC MAGNONI  
Vice President  
[dmagnoni@usdd.com](mailto:dmagnoni@usdd.com)

**AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
BERGELECTRIC CORP.**

THIS AGREEMENT is entered into on this 20<sup>th</sup> day of June, 2023, by and between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and BERGELECTRIC CORP., a corporation (the “CONSULTANT”).

**R E C I T A L S**

**WHEREAS**, the CITY desires to employ a CONSULTANT to provide electrical (low-voltage) installation of the station-level components of the Phoenix G2 Fire Station Alerting System.

**WHEREAS**, the CITY has determined that the CONSULTANT is a electrical (low-voltage) installation contractor trained and certified by USDD and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

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

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to install the Phoenix G2 Fire Station Alerting System in its fire stations, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

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

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on June 20, 2023. The duration of this Agreement is for the period of one year through June 19, 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 Council.

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

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

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under

this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Battalion Chief Brian Krepps hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Danny Barba thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$86,150.00. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

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

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

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

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

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

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

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

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

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

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

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT must promptly produce a copy of any such license, permit, or approval to CITY upon request. The CONSULTANT represents and covenants

that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

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

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

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

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

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any

part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

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

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

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

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

16. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

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

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

16.2 **Limitation of CITY Liability.** The payment made to CONTRACTOR under this Agreement shall be the full and complete compensation to which CONTRACTOR and

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

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

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

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

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

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

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

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed

with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

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

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

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

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

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

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

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

J. All deductibles and self-insured retentions in excess of \$25,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 18, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

19. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court



settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

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

20. **TERMINATION.**

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

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

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

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

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

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

To CITY: Sergio Mora  
Fire Chief  
National City Fire Department  
City of National City  
1243 National City Boulevard  
National City, CA 91950-4397

To CONSULTANT:  
Danny Barba  
Assistant Project Manager  
Bergelectric Corp.  
3182 Lionshead Ave  
Carlsbad CA 92010

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

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

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

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

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

24. **ADMINISTRATIVE PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor

of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.

N. *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**

**BERGELECTRIC CORP.**

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

By: \_\_\_\_\_  
Ron Morrison, Mayor

By: \_\_\_\_\_  
*(Name)*

Steve Parks  
\_\_\_\_\_  
*(Print)*

**APPROVED AS TO FORM:**

Chief Strategy Officer  
\_\_\_\_\_  
*(Title)*

By: \_\_\_\_\_  
Barry J. Schultz,  
City Attorney

By: \_\_\_\_\_  
*(Name)*

Edward Billig  
\_\_\_\_\_  
*(Print)*

Chief Executive Officer  
\_\_\_\_\_  
*(Title)*



April 17, 2022

Bid #: 128378

Sergio Mora
National City Fire Department
343 E 16th Street
National City, CA 91950
(619) 336-4555 office
smora@nationalcityca.gov

Subject: National City Fire Department
Three (3) Station Systems (31, 33, 34)
National City, CA

USDD Proposal Number: CA\_NTLC001 dated 17-Feb-2022
USDD Plans: USDD.CA\_NTLC.FS31.DWG dated 1/25/2022
USDD.CA\_NTLC.FS33.DWG dated 1/25/2022
USDD.CA\_NTLC.FS34.DWG dated 1/25/2022

System: Fire Station Alerting System

We are pleased to submit our quote for the installation of the cabling and components to support the new G2 Alerting System.

Fire Station Alerting System Installation Pricing Summary:

Table with 2 columns: Station Name and Price. Rows include Station 31 (\$27,870.00), Station 33 (\$4,510.00), Station 34 (\$53,770.00), and TOTAL (\$86,150.00).

Scope of Work:

- Includes labor and material to support the installation of the USDD equipment (provided by others) per the USDD proposal and drawings dated above.
Includes (1) fire rated plywood back board per Station.
Pricing is based on all cabling being installed free air above the T-bar ceiling and surface mount in areas with hard lid and concrete surfaces.

We are excluding the following:

- 120V emergency power outlet at ATX location.
Coring, sleeves, penetrations, electrical boxes, conduit pathways and supports.
Seismic bracing and anchoring of pathways and spaces.
Active equipment (i.e. fiber optic converters, network switches, network routers, wireless access points, VoIP equipment, telephone handsets, hubs, servers, computers and television monitors).
Drywall, cutting, patching, and painting of all surfaces.



- Design, AutoCAD, detailing, or 3D modeling/BIM coordination beyond USDD drawings.
- Connection and/or interface to any devices not shown on the drawings prepared by USDD.
- Payment and performance bonds.
- Additional cost related to work in areas where asbestos is present.

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**Please note the following clarifications:**

- All USDD product will be onsite prior to installation. It is assumed that the equipment is being purchased by Fire Department and that the receipt and storage of the equipment is the responsibility of others.
- All work will be performed during normal business hours from 7:00 a.m. to 5:00 p.m. PST. If after hours work is required on Saturday it will be calculated at an overtime rate of time and a half. Sunday work and Holidays are calculated at double time rate.
- Any additional labor or materials requested, that has not been included in the Scope of Work section of this Agreement, shall constitute a change order. All change orders will be in writing, signed by both the Customer/Contractor and Bergelectric prior to any materials being ordered or work being scheduled.
- Access to the job site, without delay, is the responsibility of the customer. If delays are caused by inadequate access, additional charges may apply for technician downtime.
- This proposal may be withdrawn by us if not accepted within 90 days.
- Includes State prevailing wage rates.
- Onsite parking for us is provided at no additional cost to us.
- This proposal is valid only if all systems listed above are awarded.

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We thank you for the opportunity to present this proposal and hope that it meets with your approval. Should you have any questions regarding this project, please contact me.

Best regards,

**Graig Rhodes**

*Senior Estimator*

p: 760-291-8100 d: 760-670-2274

a: 955 Borra Place, Escondido, CA 92029

w: [www.bergelectric.com](http://www.bergelectric.com) e: [grhodes@bergelectric.com](mailto:grhodes@bergelectric.com)

**RESOLUTION NO. 2023 –**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.220 (B) REGARDING THE SOLE SOURCE INSTALLATION OF THE PHOENIX G2 FIRE STATION ALERTING SYSTEM FOR THE NATIONAL CITY FIRE DEPARTMENT BY BERGELECTRIC FOR A NOT TO EXCEED AMOUNT OF \$86,150.00 AND AUTHORIZING ADDITIONAL BUDGET APPROPRIATIONS OF \$74,654.85 FROM GENERAL FUND UNASSIGNED FUND BALANCE FOR SAID INSTALLATION.**

**WHEREAS**, the City of National City's Fire Department (NCFD) desires to update its dispatching equipment from time to time; and

**WHEREAS**, the Fire Department plans to acquire the Phoenix G2 Fire Station Alerting System; and

**WHEREAS**, US Digital Designs (USDD) is the sole manufacturer and distributor of the Phoenix G2 Fire Station Alerting System; and

**WHEREAS**, the station alerting system (including alert tones, digital displays, and digital voice dispatch) provides alerts and notifies crews of a call response; and

**WHEREAS**, this system will be installed at all three of National City's Fire Stations; and

**WHEREAS**, as the manufacturer of the System, USDD requires all installation of the station-level components of the System be performed by an electrical (low-voltage) installation contractor trained and certified by USDD; and

**WHEREAS**, USDD certification training is designed to acquaint the installer with the special features of the System, the mission critical aspects of the System, and proper installation as recommended by USDD; and

**WHEREAS**, installation by a G2 Certified Installer allows USDD to warrant and provide service and support for the System; and

**WHEREAS**, Bergelectric and its personnel have undergone USDD certified training and have current certifications from USDD; and

**WHEREAS**, Bergelectric is currently the only G2 certified installer in the San Diego / National City area that is qualified to perform the proper installation of the System; and

**WHEREAS**, the City's use of Bergelectric for the installation of the System in its stations will allow USDD to warranty the System and provide service and support; and

**WHEREAS**, the Facilities Major Maintenance Capital Improvement Program was approved with an adopted budget of \$170,000 for the purchase and installation of the System; and

**WHEREAS**, the total cost for the purchase of the equipment is \$158,504.85 and the total cost for the installation is \$86,150.00, for total project costs of \$244,654.85; and

**WHEREAS**, additional budget appropriations of \$74,654.85 from General Fund unassigned fund balance are necessary to complete the purchase/installation of the System.

**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 waive the formal bid process pursuant to NCMC Section 2.60.220 (B) for the sole source installation of the Phoenix G2 Station Alerting System by Bergelectric for the National City Fire Department and to execute the Standard Agreement attached to the Agenda Report as Exhibit B.

**Section 2:** That the City Council hereby authorizes the establishment of \$74,654.85 in budget appropriations from General Fund unassigned fund balance.

**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 20<sup>th</sup> 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 - Finance  
**Prepared by:** Paul Valadez, Budget Manager  
**Meeting Date:** Tuesday, June 20, 2023  
**Approved by:** Armando Vergara, Acting City Manager

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**SUBJECT:**

Annual Appropriations Limit for Fiscal Year 2024

**RECOMMENDATION:**

Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Approving and Adopting the Annual Appropriations Limit of \$80,226,080 for Fiscal Year 2024”

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**

Not Applicable.

**EXPLANATION:**

Article XIII-B of the California Constitution provides that appropriations made by State and local governments are subject to limitations that must be determined annually by applying factors comprised of the change in the cost of living and the change in population to the prior year’s appropriations limit. The annual appropriations limit, also known as the “Gann Limit,” sets a cap on the amount of local government spending that may be financed from tax proceeds. The State Department of Finance provides the cost of living and population adjustment factors to be used in the calculation. Exhibit A shows the calculation resulting in an appropriation limit of \$80,226,080 for fiscal year 2024 for the City’s budget.

**FINANCIAL STATEMENT:**

The City’s budget for fiscal year 2024, if adopted as proposed, includes appropriations subject to the limit of \$65.9 million, which is \$14.3 million below the limit.

**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 – Appropriations Limit Calculation  
Exhibit B - Resolution

**City of National City  
Annual Appropriations Limit  
Fiscal Year 2024**

A. Fiscal Year 2023 Appropriations Limit	\$	76,915,463
California Per Capita Cost of Living Change converted to a ratio ***		1.0444
Limit Sub-Total		80,330,510
San Diego County Population Change converted to a ratio ***		0.9987
<b>Fiscal Year 2024 Appropriations Limit</b>	<b>\$</b>	<b>80,226,080</b>

**Gann Limit Recap**

Total City Appropriations	\$	122,930,230
Less: Non-Tax Proceeds		57,017,015
Estimated Appropriations Subject to the Limit	\$	65,913,215
Fiscal Year 2024 Appropriations Limit		80,226,080
Amount of Appropriations Below the Limit	\$	14,312,865

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Source - State of California, Department of Finance  
<http://www.dof.ca.gov/budgeting/>

**RESOLUTION NO. 2023 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT OF \$80,226,080 FOR FISCAL YEAR 2024**

**WHEREAS**, Article XIII-B of the California Constitution provides that appropriations made by State and local governments are subject to limitations; and

**WHEREAS**, the limitation must be determined annually by applying factors comprised of the change in the cost of living and the change in population to the prior year's appropriation limit; and

**WHEREAS**, the cost of living and population change factors to be used in calculating the appropriations limit for fiscal year 2024 are set forth in Exhibit "A" to the staff report; and

**WHEREAS**, the result of applying the cost of living and population change factors to the fiscal year 2023 appropriation limit results in a limit of \$80,226,080 for fiscal year 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 approves and adopts the appropriation limit of \$80,266,080 for fiscal year 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 \_\_\_\_th day of \_\_\_\_\_, 2023.**

\_\_\_\_\_  
Ron Morrison, Mayor

**ATTEST:**

\_\_\_\_\_  
Shelley Chapel, MMC, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Barry J. Schultz, City Attorney



# AGENDA REPORT

**Department:** Administrative Services - Finance  
**Prepared by:** Janel Pehau, Financial Analyst  
**Meeting Date:** Tuesday, June 20, 2023  
**Approved by:** Armando Vergara, Interim City Manager

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**SUBJECT:**

Successor Agency Proposed Budget for Fiscal Year 2023-24

**RECOMMENDATION:**

Adopt the Proposed Budget for the Successor Agency for Fiscal Year 2023-24.

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**

Not Applicable.

**EXPLANATION:**

Expenditures for the Successor Agency (SA) are governed by the Recognized Obligation Payment Schedules (ROPS) that are proposed by the Successor Agency, approved by the Oversight Board, and submitted to the State Department of Finance (DOF) for authorization. The budget before the Successor Agency today totals \$4,266,020 and reflects amounts authorized for ROPS 23-24, covering the period of July 1, 2023 through June 30, 2024. The State Department of Finance approved all items requested on the ROPS, but with a lesser amount of Redevelopment Property Tax Trust Fund (RPTTF) resources than requested. ROPS 23-24 will be funded by a combination of \$4,138,260 in RPTTF distributions, \$5,151 in interest payments, and \$122,609 in unexpended funds from prior ROPS periods. Adopting an annual budget is not required under the redevelopment agency dissolution legislation, but is recommended by staff in order to effectively track expenditures and revenues in the City's general ledger. The proposed budget includes amounts for scheduled debt service payments, legal services, professional services, and City administrative services. See Exhibit A for budget details.

**FINANCIAL STATEMENT:**

The proposed budget provides for total expenditures of \$4,266,020, revenues of \$4,143,411, and the use of \$122,609 of Successor Agency fund balance.

**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 - Successor Agency FY 2023-24 Proposed Budget  
Exhibit B – Resolution

SUCCESSOR AGENCY TO THE COMMUNITY  
DEVELOPMENT COMMISSION AS THE NATIONAL  
CITY REDEVELOPMENT AGENCY  
FISCAL YEAR 2023-24 PROPOSED BUDGET

Contents:

- Estimated Financing Sources and Expenditure Account Detail
- Recognized Obligation Payment Schedule (ROPS) 23-24 Authorized Items (summarized)

**SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION  
AS THE NATIONAL CITY REDEVELOPMENT AGENCY  
PROPOSED BUDGET  
FISCAL YEAR 2023-24**

**ESTIMATED FINANCING SOURCES**

Account Number	Account Title	FY 2021 Actual	FY 2022 Actual	FY 2023 Adopted	FY 2024 Proposed
<b>711- 00000</b>	<b>Redev Obligations Retirement Fund</b>				
3011	RPTTF* Distribution	\$ 2,687,984	\$ 3,485,844	\$ 3,436,042	\$ 4,138,260
3300	Investment Earnings	33,782	-	-	-
3320	Interest Income - Loans	5,442	5,096	5,832	5,151
3634	Misc Revenue	-	1,469	-	-
3636	Refunds & Reimbursements		38,467	-	-
	<b>Total Revenue</b>	<b>\$ 2,727,208</b>	<b>\$ 3,530,876</b>	<b>\$ 3,441,874</b>	<b>\$ 4,143,411</b>
	Use of Fund 711 Fund Balance**	1,968,197	790,838	989,935	122,609
	<b>Total Financing Sources</b>	<b>\$ 4,695,405</b>	<b>\$ 4,321,714</b>	<b>\$ 4,431,809</b>	<b>\$ 4,266,020</b>

\*Redevelopment Property Tax Trust Fund

\*\* The use of fund balance is the difference between the total actual or authorized expenditures and the total revenue received or budgeted. Fund balance arises either as a result of savings from prior ROPS periods or the carry-over of RPTTF allocations from one period to another. Successor agencies are required to use funds on hand prior to receiving new RPTTF distributions.

**EXPENDITURE DETAIL**

Account Number	Account Title	FY 2021 Actual	FY 2022 Actual	FY 2023 Adopted	FY 2024 Proposed
<b>711-409</b>	<b>Redev Obligations Retirement Fund</b>				
000-209	Legal Services	\$ 3,667	\$ 3,858	\$ 10,000	\$ 10,000
000-210	City of National City - SA Admin Services	245,444	250,000	353,220	190,000
000-213	Professional Services	39,876	4,268	4,000	4,000
000-219	Fiscal Agent Fees	2,700	1,350	4,000	4,000
000-299	Contract Services	200,000		-	-
Balance Sheet	Bond Principal Redemption - 2017A TARB**	2,991,000	2,923,000	2,996,000	3,066,000
Balance Sheet	Bond Principal Redemption - 2017B TARB**	203,000	208,000	212,000	220,000
000-480-0005	Bond Interest Redemption - 2017A TARB	958,564	884,934	811,242	735,770
000-480-0006	Bond Interest Redemption - 2017B TARB	51,154	46,304	41,347	36,250
	<b>Total Expenditures</b>	<b>\$ 4,695,405</b>	<b>\$ 4,321,714</b>	<b>\$ 4,431,809</b>	<b>\$ 4,266,020</b>

\*\* Bond Principal Redemption amounts are shown as budgetary items for informational purposes only. In the general ledger and financial statements, bond principal payments made by the Successor Agency are shown as reductions to Long-Term Debt Payable instead of expenditures, consistent with accounting standards for fiduciary entities/funds.

**DESCRIPTION**

The Proposed Budget for fiscal year 2023-24 for the Successor Agency is consistent with the Recognized Obligation Payment Schedule (ROPS) for fiscal year 2023-24 (ROPS 23-24) as requested by the Successor Agency and approved by the State Department of Finance. The budget provides for the payment of debt service obligations for the 2017 tax allocation refunding bonds (TARBs), administrative services provided by the City, and financial services related to the TARBs. The budget also includes funding to pay for legal services as needed for an ongoing litigation matter .

**National City Successor Agency**  
**Recognized Obligation Payment Schedule (ROPS) 23-24 - Authorized Items**  
(Summarized)

Item #	Project Name/Debt Obligation	Obligation Type	Payee	Total Outstanding Debt or Obligation	Retired	ROPS 23-24 Total	Funding Sources				
							Bond Proceeds	Reserve Balance	Other Funds	Redevelopment Property Tax Trust Fund (RPTTF)	Admin RPTTF
<b>Totals</b>				37,015,124		4,266,020	-	-	73,902	4,002,118	190,000
87	Personnel and Admin Costs	Admin Costs	City of National City	190,000	N	190,000	-	-	-	-	190,000
128	Contract for Financial Analysis	Fees	NHA Advisors	4,000	N	4,000	-	-	-	4,000	-
162	Bonds	Fees	Bank of New York	40,000	N	4,000	-	-	-	4,000	-
179	Joint Defense and Cost Sharing Agreement with respect to the Affordable Housing Coalition of San Diego County v. Sandoval et al case	Litigation	City of National City/City of Lemon Grove	10,000	N	10,000	-	-	-	10,000	-
180	2017 Tax Allocation Refunding Bond - Series A Principal Payment	Refunding Bonds Issued After 6/27/12	Bank of New York Mellon Trust Company, N. A.	31,082,000	N	3,066,000	-	-	-	3,066,000	-
181	2017 Tax Allocation Refunding Bond - Series A Interest Payment	Refunding Bonds Issued After 6/27/12	Bank of New York Mellon Trust Company, N. A.	3,903,648	N	735,770	-	-	73,902	661,868	-
182	2017 Tax Allocation Refunding Bond - Series B Principal Payment	Refunding Bonds Issued After 6/27/12	Bank of New York Mellon Trust Company, N. A.	1,646,000	N	220,000	-	-	-	220,000	-
183	2017 Tax Allocation Refunding Bonds - Series B Interest Payment	Refunding Bonds Issued After 6/27/12	Bank of New York Mellon Trust Company, N. A.	139,476	N	36,250	-	-	-	36,250	-

**RESOLUTION NO. 2023 -**

**RESOLUTION OF THE BOARD OF THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION AS THE NATIONAL CITY REDEVELOPMENT AGENCY, CALIFORNIA, ADOPTING A BUDGET OF \$4,266,020 FOR FISCAL YEAR 2023-24**

**WHEREAS**, on June 20, 2023, the Executive Director submitted to the Board of the Successor Agency a Proposed Budget for the 2023-24 fiscal year, and

**WHEREAS**, said budget reflects the authorized expenditures of \$4,266,020 for the 2023-24 Recognized Obligation Payment Schedule (ROPS 23-24) period of July 1, 2023 through June 30, 2024 and the associated funding sources; and

**WHEREAS**, said budget, incorporated herein by reference, has been discussed and deliberated in public session.

**NOW, THEREFORE, THE BOARD OF THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION AS THE NATIONAL CITY REDEVELOPMENT AGENCY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:**

**Section 1:** That the Board of the Successor Agency hereby adopts a budget of \$4,266,020 for the Successor Agency to the Community Development Commission as the National City Redevelopment Agency for Fiscal Year 2023-24.

**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 20th 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/Finance  
**Prepared by:** Kecia Carrasco, Accountant  
**Meeting Date:** Tuesday, June 20, 2023  
**Approved by:** Armando Vergara, Interim City Manager

**SUBJECT:**

Investment Report for the Quarter Ended March 31, 2023.

**RECOMMENDATION:**

Accept and File the Investment Report for the Quarter Ended March 31, 2023.

**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 March 31, 2023 is summarized below and compared to the balance as of March 31, 2022.

**Table 1**

	<b>3/31/2023</b>	<b>3/31/2022</b>
Book Value <sup>1</sup>	\$ 121,682,702	\$ 101,908,670
Market Value <sup>2</sup>	\$ 118,613,538	\$ 99,530,805

<sup>1</sup> actual cost of investments

<sup>2</sup> 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 30.36% of the total, the California Treasurer’s Local Agency Investment Fund (LAIF) with 39.27%, and the San Diego County Treasurer’s Pooled Money Fund (“San Diego County Pool”) with 30.37%. The San Diego County Pool and LAIF are liquid investment pools that allow participants to earn market rate returns, while retaining access to funds within 24 to 48 hours of a withdrawal request with no penalty. The City’s assets managed by Chandler Asset Management may be liquidated and withdrawn at any time. However, these investments likely do not provide the short liquidity (i.e., quick access to funds) of the pooled money funds, and liquidation of these investments is at the risk of loss and/or penalty to the City.

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

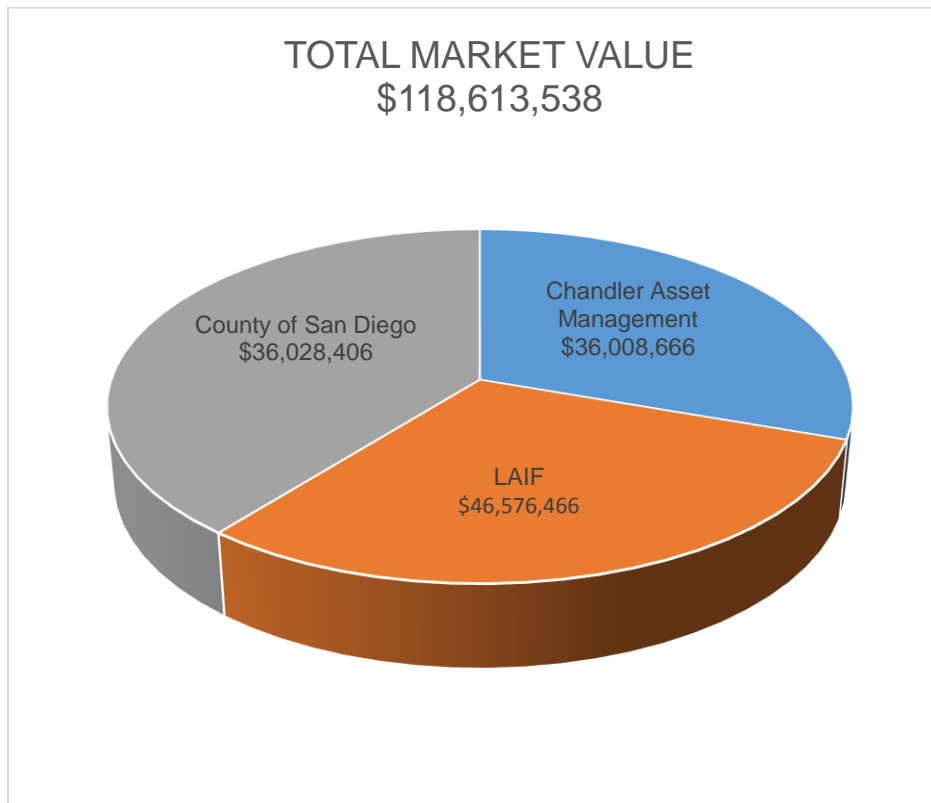
**INVESTMENT PORTFOLIO SUMMARY BY ISSUER/MANAGER**  
**As of March 31, 2023**

**Table 2**

Issuer/Manager	Book Value	Total Market Value <sup>1</sup>	Market YTM	% of Portfolio
Chandler Asset Management	37,669,177	36,008,666	4.30%	30.36%
County of San Diego	37,089,182	36,028,406	3.17%	30.37%
Local Agency Investment Fund	46,924,343	46,576,466 <sup>2</sup>	2.83%	39.27%
<b>Totals for March 31, 2023</b>	<b>\$121,682,702</b>	<b>\$118,613,538</b>		<b>100.00%</b>

<sup>1</sup> includes accrued interest

<sup>2</sup> includes LAIF participation factor of 0.986510329



## INVESTMENT PERFORMANCE BY ISSUER/MANAGER

For the Quarter Ended March 31, 2023

**Table 3** Total Market Value<sup>1</sup>

Issuer/Manager	3/31/2023	12/31/22	Change	Period Return	Yield (Net) <sup>3</sup>
Chandler Asset Management	\$36,008,666	\$35,435,984	\$572,682	1.63%	NA
County of San Diego	\$36,028,406	\$35,464,634	\$563,772	1.58%	6.46%
Local Agency Investment Fund	\$46,576,466	\$38,203,865	\$8,372,601	0.69%	2.79%
Totals for March 31, 2023	\$118,613,538	\$109,104,483	\$9,509,055 <sup>2</sup>	1.27% <sup>4</sup>	

<sup>1</sup> includes accrued interest

<sup>2</sup> total includes deposits and (withdrawals) of: 2/22/2023 \$8,000,000

<sup>3</sup> annualized

<sup>4</sup> weighted

### Economic Update:

“Economic trends have been decelerating along with tighter financial conditions and restrictive monetary policy. Recent data suggests positive but below trend growth this year. Although the pace of job growth is moderating, labor markets remain solid, and the U.S. consumer has demonstrated resiliency. Market participants and the Federal Reserve are maintaining very divergent views regarding the future trajectory of monetary policy. Given the cumulative effects of tighter monetary policy and stress in the banking sector, we believe the Federal Reserve is likely near a pause in their rate hiking campaign. If moderate growth continues, we believe the Fed will likely maintain the Federal Funds rate in restrictive territory until inflationary pressures subside.

At the May meeting, the Federal Open Market Committee voted unanimously to raise the target federal funds rate by 0.25% to a range of 5.00 - 5.25%. Notably, the committee omitted a line from its March statement referencing that “some additional policy firming may be appropriate.” Instead, the FOMC will determine “the extent to which additional policy firming may be appropriate”, implying a potential pause that is data dependent. Fed Chair Powell reiterated the committee’s focus on bringing down inflation to their 2% target and indicated that their outlook did not support rate cuts, contrary to the market consensus. The statement also emphasized that the U.S. banking system is “sound and resilient” and acknowledged the tightening of financial conditions. Considering the totality of economic data, the Chandler team continues to believe the Fed is likely near a pause in their rate hiking cycle and will maintain higher rates for some time.

In April, the yield curve inversion widened. The 2-year Treasury yield fell 2 basis points to 4.01%, the 5-year Treasury yield dropped 9 basis points to 3.49%, and the 10-year Treasury yield fell 5 basis points to 3.43%. The inversion between the 2-year Treasury yield and 10-year Treasury yield declined to -58 basis points at April month end versus -56 basis points at March month-end. The spread between the 2-year Treasury and 10-year Treasury yield one year ago was +22 basis points. The inversion between 3-month and 10-year Treasuries widened to -163 basis points in April from -128 in March. The shape of the yield curve indicates that the probability of recession is increasing.”<sup>1</sup>

## 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).

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<sup>1</sup> March 31, 2023 Chandler Asset Management Quarterly Investment Report

## FINANCIAL STATEMENT

Earnings for the period, reflected below, were \$692,766.

**Table 4**

Issuer/Manager	Gain/(Loss)
Chandler Asset Management	\$ 52,124
County of San Diego	355,525
LAIF	285,117
Totals for March 31, 2023	\$ 692,766

## STAFF CERTIFICATION

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

## 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 – 2023-0331 Investment Reports



# City of National City

## MONTHLY ACCOUNT STATEMENT

MARCH 1, 2023 THROUGH MARCH 31, 2023

### Chandler Team:

For questions about your account, please call (800) 317-4747,  
or contact [operations@chandlerasset.com](mailto: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	2.31
Average Coupon	1.68%
Average Purchase YTM	1.61%
Average Market YTM	4.30%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.54 yrs
Average Life	2.45 yrs

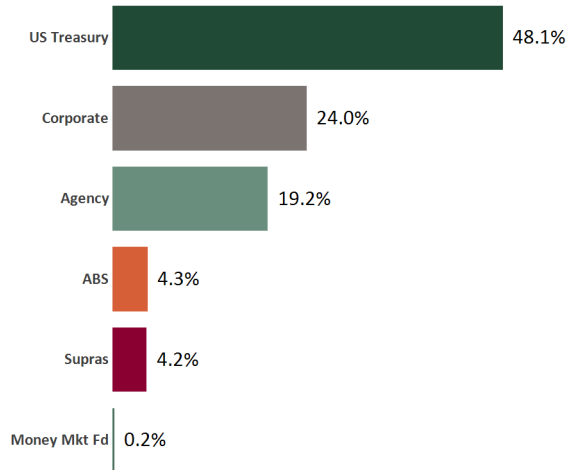
**ACCOUNT SUMMARY**

	Beg. Values as of 2/28/23	End Values as of 3/31/23
Market Value	35,257,743	35,893,606
Accrued Interest	147,221	115,061
<b>Total Market Value</b>	<b>35,404,964</b>	<b>36,008,666</b>
Income Earned	47,920	52,124
Cont/WD		0
Par	37,477,473	37,549,737
Book Value	37,597,811	37,669,177
Cost Value	37,597,811	37,669,177

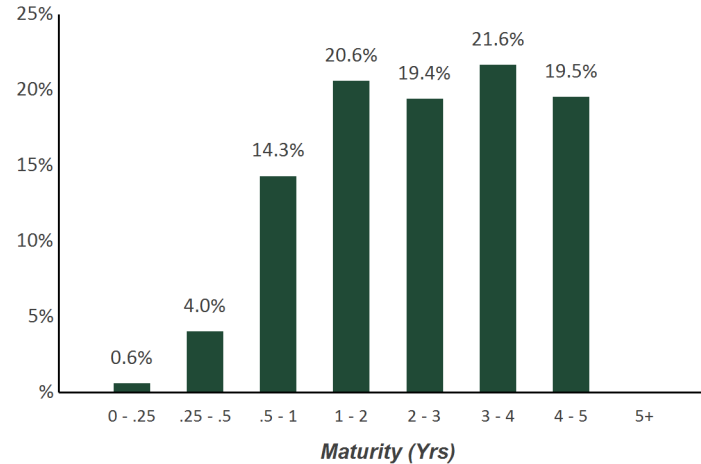
**TOP ISSUERS**

Government of United States	48.1%
Federal Home Loan Mortgage Corp	8.7%
Federal Home Loan Bank	5.3%
Federal National Mortgage Assoc	5.1%
Intl Bank Recon and Development	2.1%
Deere & Company	1.8%
Apple Inc	1.8%
John Deere ABS	1.5%
<b>Total</b>	<b>74.5%</b>

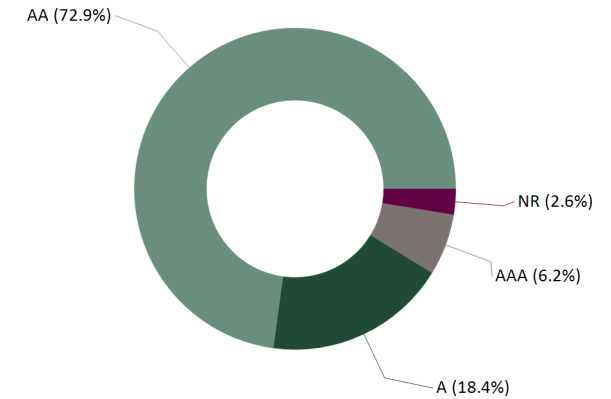
**SECTOR ALLOCATION**



**MATURITY DISTRIBUTION**



**CREDIT QUALITY (S&P)**



**PERFORMANCE REVIEW**

TOTAL RATE OF RETURN	Annualized									
	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	2/29/2012	
City of National City	1.71%	1.63%	1.63%	-0.13%	-1.74%	-0.79%	1.03%	0.83%	0.82%	
ICE BofA 1-5 Yr US Treasury & Agency Index*	1.98%	1.82%	1.82%	-0.38%	-2.03%	-1.27%	0.82%	0.67%	0.66%	

\*ICE BofA 1-3 Yr US Treasury & Agency Index to 12/31/2021

# Statement of Compliance

As of March 31, 2023



## 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 March 31, 2023



BOOK VALUE RECONCILIATION		
<b>BEGINNING BOOK VALUE</b>		<b>\$37,597,810.83</b>
<b>Acquisition</b>		
+ Security Purchases	\$736,066.75	
+ Money Market Fund Purchases	\$677,826.80	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
<b>Total Acquisitions</b>		<b>\$1,413,893.55</b>
<b>Dispositions</b>		
- Security Sales	\$99,046.00	
- Money Market Fund Sales	\$736,816.75	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$400,000.00	
- Calls	\$0.00	
- Principal Paydowns	\$93,746.16	
<b>Total Dispositions</b>		<b>\$1,329,608.91</b>
<b>Amortization/Accretion</b>		
+/- Net Accretion	\$0.00	
		\$0.00
<b>Gain/Loss on Dispositions</b>		
+/- Realized Gain/Loss	(\$12,918.16)	
		(\$12,918.16)
<b>ENDING BOOK VALUE</b>		<b>\$37,669,177.31</b>

CASH TRANSACTION SUMMARY		
<b>BEGINNING BALANCE</b>		<b>\$142,845.56</b>
<b>Acquisition</b>		
Contributions	\$0.00	
Security Sale Proceeds	\$99,046.00	
Accrued Interest Received	\$73.61	
Interest Received	\$84,640.99	
Dividend Received	\$320.04	
Principal on Maturities	\$400,000.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$93,746.16	
<b>Total Acquisitions</b>	<b>\$677,826.80</b>	
<b>Dispositions</b>		
Withdrawals	\$0.00	
Security Purchase	\$736,066.75	
Accrued Interest Paid	\$750.00	
<b>Total Dispositions</b>	<b>\$736,816.75</b>	
<b>ENDING BOOK VALUE</b>		<b>\$83,855.61</b>





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
<b>FIXED INCOME</b>						
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	347.44 0.00 443.06 95.62	0.00 0.00 0.00 95.62	95.62
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	2,593.25 0.00 3,157.00 563.75	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	313.06 0.00 721.39 408.33	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	2,881.94 3,125.00 277.78 520.84	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	1,487.50 0.00 1,841.67 354.17	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	4,560.39 4,945.00 439.56 824.17	0.00 0.00 0.00 824.17	824.17
084670BR8	Berkshire Hathaway Callable Note Cont 1/15/2023 Due 03/15/2023	08/26/2019 08/28/2019 0.00	412,068.00 0.00 412,068.00 0.00	5,072.22 5,500.00 0.00 427.78	0.00 0.00 0.00 427.78	427.78
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	09/08/2021 09/15/2021 71,479.44	79,870.95 0.00 8,398.89 71,472.06	4.39 21.97 3.93 21.51	0.00 0.00 0.00 21.51	21.51

**Income Earned**

As of March 31, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
14913R2L0	Caterpillar Financial Service Note 0.45% Due 05/17/2024	05/10/2021 05/17/2021 405,000.00	404,457.30 0.00 0.00 404,457.30	526.50 0.00 678.38 151.88	0.00 0.00 0.00 151.88	151.88
24422EUR8	John Deere Capital Corp Note 3.45% Due 01/10/2024	03/14/2019 03/18/2019 400,000.00	408,860.00 0.00 0.00 408,860.00	1,955.00 0.00 3,105.00 1,150.00	0.00 0.00 0.00 1,150.00	1,150.00
24422EVN6	John Deere Capital Corp Note 0.45% Due 01/17/2024	03/01/2021 03/04/2021 275,000.00	274,804.75 0.00 0.00 274,804.75	151.25 0.00 254.38 103.13	0.00 0.00 0.00 103.13	103.13
3130A0F70	FHLB Note 3.375% Due 12/08/2023	01/30/2019 01/31/2019 525,000.00	540,734.25 0.00 0.00 540,734.25	4,085.16 0.00 5,561.72 1,476.56	0.00 0.00 0.00 1,476.56	1,476.56
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	Various Various 580,000.00	605,009.60 0.00 0.00 605,009.60	3,566.60 0.00 4,956.18 1,389.58	0.00 0.00 0.00 1,389.58	1,389.58
3130A2UW4	FHLB Note 2.875% Due 09/13/2024	10/29/2019 10/30/2019 300,000.00	315,474.00 0.00 0.00 315,474.00	4,025.00 4,312.50 431.25 718.75	0.00 0.00 0.00 718.75	718.75
3130ATS57	FHLB Note 4.5% Due 03/10/2028	03/21/2023 03/22/2023 500,000.00	0.00 511,285.00 0.00 511,285.00	0.00 (750.00) 1,312.50 562.50	0.00 0.00 0.00 562.50	562.50
3135G04Q3	FNMA Note 0.25% Due 05/22/2023	05/20/2020 05/22/2020 130,000.00	229,307.70 0.00 99,699.00 129,608.70	158.13 73.61 116.46 31.94	0.00 0.00 0.00 31.94	31.94
3135G05G4	FNMA Note 0.25% Due 07/10/2023	07/08/2020 07/10/2020 560,000.00	558,796.00 0.00 0.00 558,796.00	198.33 0.00 315.00 116.67	0.00 0.00 0.00 116.67	116.67



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3135G06H1	FNMA Note 0.25% Due 11/27/2023	11/23/2020 11/25/2020 580,000.00	579,338.80 0.00 0.00 579,338.80	378.61 0.00 499.44 120.83	0.00 0.00 0.00 120.83	120.83
3135G0X24	FNMA Note 1.625% Due 01/07/2025	01/16/2020 01/17/2020 625,000.00	623,050.00 0.00 0.00 623,050.00	1,523.44 0.00 2,369.79 846.35	0.00 0.00 0.00 846.35	846.35
3137EAEPO	FHLMC Note 1.5% Due 02/12/2025	06/04/2020 06/05/2020 625,000.00	652,443.75 0.00 0.00 652,443.75	494.79 0.00 1,276.04 781.25	0.00 0.00 0.00 781.25	781.25
3137EAEV7	FHLMC Note 0.25% Due 08/24/2023	08/27/2020 08/31/2020 900,000.00	899,037.00 0.00 0.00 899,037.00	43.75 0.00 231.25 187.50	0.00 0.00 0.00 187.50	187.50
3137EAEX3	FHLMC Note 0.375% Due 09/23/2025	09/24/2020 09/25/2020 450,000.00	448,857.00 0.00 0.00 448,857.00	740.63 843.75 37.50 140.62	0.00 0.00 0.00 140.62	140.62
3137EAEY1	FHLMC Note 0.125% Due 10/16/2023	10/14/2020 10/16/2020 630,000.00	627,650.10 0.00 0.00 627,650.10	295.31 0.00 360.94 65.63	0.00 0.00 0.00 65.63	65.63
3137EAEZ8	FHLMC Note 0.25% Due 11/06/2023	11/17/2020 11/18/2020 650,000.00	649,467.00 0.00 0.00 649,467.00	519.10 0.00 654.51 135.41	0.00 0.00 0.00 135.41	135.41
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 04/21/2025	02/17/2021 02/24/2021 43,943.56	47,814.72 0.00 3,871.96 43,942.76	3.59 10.76 3.30 10.47	0.00 0.00 0.00 10.47	10.47
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	09/22/2020 09/29/2020 89,617.74	101,044.87 0.00 11,440.30 89,604.57	13.50 31.16 11.97 29.63	0.00 0.00 0.00 29.63	29.63



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 8,265.68	10,911.15 0.00 2,647.09 8,264.06	4.88 14.64 3.70 13.46	0.00 0.00 0.00 13.46	13.46
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
438516CJ3	Honeywell Intl Callable Note Cont 01/15/2028 4.95% Due 02/15/2028	02/13/2023 02/15/2023 450,000.00	460,093.50 0.00 0.00 460,093.50	990.00 0.00 2,846.25 1,856.25	0.00 0.00 0.00 1,856.25	1,856.25
4581X0DZ8	Inter-American Dev Bank Note 0.5% Due 09/23/2024	09/15/2021 09/23/2021 505,000.00	504,626.30 0.00 0.00 504,626.30	1,108.19 1,262.50 56.11 210.42	0.00 0.00 0.00 210.42	210.42
459058GQ0	Intl. Bank Recon & Development Note 2.5% Due 03/19/2024	01/26/2021 01/28/2021 450,000.00	481,473.00 0.00 0.00 481,473.00	5,062.50 5,625.00 375.00 937.50	0.00 0.00 0.00 937.50	937.50
459058JM6	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	11/17/2020 11/24/2020 320,000.00	319,312.00 0.00 0.00 319,312.00	215.56 0.00 282.22 66.66	0.00 0.00 0.00 66.66	66.66
45950KCR9	International Finance Corp Note 1.375% Due 10/16/2024	07/12/2021 07/14/2021 300,000.00	308,070.00 0.00 0.00 308,070.00	1,546.88 0.00 1,890.63 343.75	0.00 0.00 0.00 343.75	343.75
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

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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 17,120.82	20,234.28 0.00 3,116.06 17,118.22	4.59 8.60 3.88 7.89	0.00 0.00 0.00 7.89	7.89
47788UAC6	John Deere Owner Trust 2021-A A3 0.36% Due 09/15/2025	03/02/2021 03/10/2021 81,297.16	86,229.59 0.00 4,948.05 81,281.54	13.80 25.87 13.01 25.08	0.00 0.00 0.00 25.08	25.08
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 08/15/2024	03/04/2020 03/11/2020 17,406.62	22,431.47 0.00 5,025.91 17,405.56	10.97 20.56 8.51 18.10	0.00 0.00 0.00 18.10	18.10
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
57636QAW4	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 03/09/2028	03/06/2023 03/09/2023 225,000.00	0.00 224,781.75 0.00 224,781.75	0.00 0.00 670.31 670.31	0.00 0.00 0.00 670.31	670.31
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	06/22/2021 06/29/2021 141,453.62	151,690.16 0.00 10,247.22 141,442.94	26.97 50.57 25.15 48.75	0.00 0.00 0.00 48.75	48.75
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	1,172.35 0.00 1,971.68 799.33	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 8,837.20	19,576.18 0.00 10,739.44 8,836.74	16.79 31.49 7.58 22.28	0.00 0.00 0.00 22.28	22.28



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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	6,166.67 0.00 7,833.33 1,666.66	0.00 0.00 0.00 1,666.66	1,666.66
69371RR40	Paccar Financial Corp Note 0.5% Due 08/09/2024	08/03/2021 08/09/2021 155,000.00	154,916.30 0.00 0.00 154,916.30	47.36 0.00 111.94 64.58	0.00 0.00 0.00 64.58	64.58
78015K7H1	Royal Bank of Canada Note 1.15% Due 06/10/2025	11/16/2021 11/18/2021 500,000.00	496,035.00 0.00 0.00 496,035.00	1,293.75 0.00 1,772.92 479.17	0.00 0.00 0.00 479.17	479.17
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 07/15/2024	06/29/2021 07/12/2021 65,000.00	64,966.85 0.00 0.00 64,966.85	51.91 0.00 85.76 33.85	0.00 0.00 0.00 33.85	33.85
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 03/18/2024	Various Various 485,000.00	487,196.50 0.00 0.00 487,196.50	1,646.98 1,818.75 131.35 303.12	0.00 0.00 0.00 303.12	303.12
808513BY0	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 03/03/2027	03/01/2022 03/03/2022 80,000.00	79,913.60 0.00 0.00 79,913.60	969.11 980.00 152.44 163.33	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	151.56 0.00 333.44 181.88	0.00 0.00 0.00 181.88	181.88
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	535.71 0.00 885.08 349.37	0.00 0.00 0.00 349.37	349.37
89114TZG0	Toronto-Dominion Bank Note 1.25% Due 09/10/2026	11/17/2021 11/19/2021 500,000.00	489,720.00 0.00 0.00 489,720.00	2,968.75 3,125.00 364.58 520.83	0.00 0.00 0.00 520.83	520.83

**Income Earned**

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89232HAC9	Toyota Auto Receivable Own 2020-A A3 1.66% Due 05/15/2024	06/17/2020 06/19/2020 18,578.39	28,203.05 0.00 9,196.49 19,006.56	20.34 38.14 13.71 31.51	0.00 0.00 0.00 31.51	31.51
89236TFS9	Toyota Motor Credit Corp Note 3.35% Due 01/08/2024	05/20/2019 05/22/2019 400,000.00	411,444.00 0.00 0.00 411,444.00	1,972.78 0.00 3,089.44 1,116.66	0.00 0.00 0.00 1,116.66	1,116.66
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 01/15/2025	10/06/2020 10/13/2020 33,381.06	37,852.31 0.00 4,477.47 33,374.84	5.89 11.04 5.19 10.34	0.00 0.00 0.00 10.34	10.34
89237VAB5	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	07/21/2020 07/27/2020 37,301.48	43,611.49 0.00 6,312.88 37,298.61	8.53 15.99 7.29 14.75	0.00 0.00 0.00 14.75	14.75
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 05/15/2025	02/02/2021 02/08/2021 157,198.22	170,690.61 0.00 13,521.56 157,169.05	19.73 36.99 18.17 35.43	0.00 0.00 0.00 35.43	35.43
91159HHX1	US Bancorp Callable Note Cont 6/28/2024 2.4% Due 07/30/2024	03/25/2021 03/29/2021 450,000.00	475,276.50 0.00 0.00 475,276.50	930.00 0.00 1,830.00 900.00	0.00 0.00 0.00 900.00	900.00
9128282A7	US Treasury Note 1.5% Due 08/15/2026	Various Various 1,000,000.00	1,019,062.50 0.00 0.00 1,019,062.50	580.11 0.00 1,864.64 1,284.53	0.00 0.00 0.00 1,284.53	1,284.53
9128284Z0	US Treasury Note 2.75% Due 08/31/2025	06/17/2021 06/18/2021 675,000.00	732,111.33 0.00 0.00 732,111.33	50.44 0.00 1,614.13 1,563.69	0.00 0.00 0.00 1,563.69	1,563.69
9128286L9	US Treasury Note 2.25% Due 03/31/2026	10/25/2021 10/26/2021 1,000,000.00	1,050,234.38 0.00 0.00 1,050,234.38	9,395.60 11,250.00 61.48 1,915.88	0.00 0.00 0.00 1,915.88	1,915.88

**Income Earned**

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912828P46	US Treasury Note 1.625% Due 02/15/2026	Various Various 1,300,000.00	1,303,801.76 0.00 0.00 1,303,801.76	816.99 0.00 2,626.04 1,809.05	0.00 0.00 0.00 1,809.05	1,809.05
912828R36	US Treasury Note 1.625% Due 05/15/2026	10/25/2021 10/26/2021 1,000,000.00	1,022,500.00 0.00 0.00 1,022,500.00	4,758.29 0.00 6,149.86 1,391.57	0.00 0.00 0.00 1,391.57	1,391.57
912828V98	US Treasury Note 2.25% Due 02/15/2027	03/29/2022 03/30/2022 360,000.00	355,387.50 0.00 0.00 355,387.50	313.26 0.00 1,006.91 693.65	0.00 0.00 0.00 693.65	693.65
912828ZT0	US Treasury Note 0.25% Due 05/31/2025	02/25/2021 02/26/2021 675,000.00	665,112.30 0.00 0.00 665,112.30	421.88 0.00 565.59 143.71	0.00 0.00 0.00 143.71	143.71
91282CAM3	US Treasury Note 0.25% Due 09/30/2025	Various Various 1,000,000.00	970,800.79 0.00 0.00 970,800.79	1,043.96 1,250.00 6.84 212.88	0.00 0.00 0.00 212.88	212.88
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	11/29/2021 11/30/2021 650,000.00	629,535.16 0.00 0.00 629,535.16	543.16 0.00 682.32 139.16	0.00 0.00 0.00 139.16	139.16
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	Various Various 800,000.00	780,535.15 0.00 0.00 780,535.15	750.00 0.00 1,005.49 255.49	0.00 0.00 0.00 255.49	255.49
91282CBEO	US Treasury Note 0.125% Due 01/15/2024	01/28/2021 01/29/2021 550,000.00	548,990.23 0.00 0.00 548,990.23	85.46 0.00 144.34 58.88	0.00 0.00 0.00 58.88	58.88
91282CBV2	US Treasury Note 0.375% Due 04/15/2024	04/29/2021 04/30/2021 650,000.00	650,583.98 0.00 0.00 650,583.98	917.41 0.00 1,125.00 207.59	0.00 0.00 0.00 207.59	207.59



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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
91282CCG4	US Treasury Note 0.25% Due 06/15/2024	06/24/2021 06/25/2021 300,000.00	298,160.16 0.00 0.00 298,160.16	156.59 0.00 220.47 63.88	0.00 0.00 0.00 63.88	63.88
91282CCT6	US Treasury Note 0.375% Due 08/15/2024	12/15/2021 12/16/2021 800,000.00	789,000.00 0.00 0.00 789,000.00	116.02 0.00 372.93 256.91	0.00 0.00 0.00 256.91	256.91
91282CDG3	US Treasury Note 1.125% Due 10/31/2026	11/18/2021 11/19/2021 1,000,000.00	995,507.81 0.00 0.00 995,507.81	3,760.36 0.00 4,723.76 963.40	0.00 0.00 0.00 963.40	963.40
91282CDH1	US Treasury Note 0.75% Due 11/15/2024	11/29/2021 11/30/2021 650,000.00	648,324.22 0.00 0.00 648,324.22	1,427.49 0.00 1,844.96 417.47	0.00 0.00 0.00 417.47	417.47
91282CDK4	US Treasury Note 1.25% Due 11/30/2026	12/22/2021 12/23/2021 1,000,000.00	1,001,601.56 0.00 0.00 1,001,601.56	3,125.00 0.00 4,189.56 1,064.56	0.00 0.00 0.00 1,064.56	1,064.56
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	7,203.30 8,625.00 47.13 1,468.83	0.00 0.00 0.00 1,468.83	1,468.83
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	5,578.13 0.00 7,478.37 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	715.99 0.00 1,481.35 765.36	0.00 0.00 0.00 765.36	765.36
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	10.61 0.00 339.67 329.06	0.00 0.00 0.00 329.06	329.06

Income Earned

As of March 31, 2023



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
91282CFM8	US Treasury Note 4.125% Due 09/30/2027	Various Various 1,025,000.00	1,035,717.78 0.00 0.00 1,035,717.78	17,655.90 21,140.63 115.52 3,600.25	0.00 0.00 0.00 3,600.25	3,600.25
91282CFZ9	US Treasury Note 3.875% Due 11/30/2027	12/28/2022 12/29/2022 760,000.00	756,971.88 0.00 0.00 756,971.88	7,362.50 0.00 9,870.60 2,508.10	0.00 0.00 0.00 2,508.10	2,508.10
91282CGC9	US Treasury Note 3.875% Due 12/31/2027	01/24/2023 01/25/2023 1,000,000.00	1,012,890.63 0.00 0.00 1,012,890.63	6,422.65 0.00 9,741.02 3,318.37	0.00 0.00 0.00 3,318.37	3,318.37
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 05/15/2026	11/24/2021 11/29/2021 500,000.00	490,095.00 0.00 0.00 490,095.00	1,693.06 0.00 2,172.22 479.16	0.00 0.00 0.00 479.16	479.16
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	382.67 420.00 32.67 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	1,770.17 1,852.50 226.42 308.75	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	6,605.28 6,912.50 844.86 1,152.08	0.00 0.00 0.00 1,152.08	1,152.08
			<b>37,454,965.27</b>	<b>147,221.48</b>	<b>0.00</b>	
			<b>736,066.75</b>	<b>83,964.60</b>	<b>0.00</b>	
			<b>605,710.32</b>	<b>115,060.59</b>	<b>0.00</b>	
<b>Total Fixed Income</b>		<b>37,465,880.99</b>	<b>37,585,321.70</b>	<b>51,803.71</b>	<b>51,803.71</b>	<b>51,803.71</b>

**Income Earned**

As of March 31, 2023



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
<b>CASH &amp; EQUIVALENT</b>						
60934N807	Federated Investors Govt Oblig Fund Inst.	Various Various 83,855.61	142,845.56 453,045.05 512,035.00 83,855.61	0.00 320.04 0.00 320.04	0.00 0.00 0.00 320.04	320.04
			<b>142,845.56</b>	<b>0.00</b>	<b>0.00</b>	
			<b>453,045.05</b>	<b>320.04</b>	<b>0.00</b>	
			<b>512,035.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>Total Cash &amp; Equivalent</b>			<b>83,855.61</b>	<b>320.04</b>	<b>320.04</b>	<b>320.04</b>
			<b>37,597,810.83</b>	<b>147,221.48</b>	<b>0.00</b>	
			<b>1,189,111.80</b>	<b>84,284.64</b>	<b>0.00</b>	
			<b>1,117,745.32</b>	<b>115,060.59</b>	<b>0.00</b>	
<b>TOTAL PORTFOLIO</b>		<b>37,549,736.60</b>	<b>37,669,177.31</b>	<b>52,123.75</b>	<b>52,123.75</b>	<b>52,123.75</b>



# COUNTY OF SAN DIEGO INVESTMENT POOL TREASURY INVESTMENT RESULTS

**Mar  
2023**

# PARTICIPANT CASH BALANCES

## County of San Diego Pooled Money Fund

As of March 31, 2023

(\$000)

PARTICIPANT	FMV 01/31/23	FMV 02/28/23	FMV 03/31/23	% of Total	PARTICIPANT	FMV 01/31/23	FMV 02/28/23	FMV 03/31/23	% of Total
<b>COUNTY</b>	1,736,991	1,786,050	2,173,777	15.07%	Lakeside FPD	12,253	13,914	16,682	0.12%
<b>COUNTY - SPECIAL TRUST FUNDS</b>	2,639,605	2,620,564	2,535,503	17.57%	Leucadia Wastewater District	1,014	1,017	4	0.00%
<b>NON-COUNTY INVESTMENT FUNDS</b>	107,768	105,672	129,314	0.90%	Lower Sweetwater FPD	751	579	594	0.00%
<b>SCHOOLS - (K THRU 12)</b>	7,334,401	7,140,084	7,144,058	49.52%	Metropolitan Transit System	92,224	106,440	118,404	0.82%
					Mission Resource Conservation District	117	118	121	0.00%
<b>COMMUNITY COLLEGES</b>					North County Transit District	32,450	34,478	34,860	0.24%
San Diego	290,817	258,282	253,038	1.76%	North County Cemetery District	9,387	9,444	9,626	0.07%
Grossmont-Cuyamaca	234,450	230,223	224,722	1.56%	North County Dispatch	7,240	6,905	6,454	0.04%
MiraCosta	372,475	355,383	344,064	2.38%	North County FPD	8,347	7,830	7,219	0.05%
Palomar	296,249	282,772	283,876	1.97%	Otay Water District	14,525	14,570	14,804	0.10%
Southwestern	385,909	368,268	365,514	2.53%	Palomar Health	0	0	1	0.00%
<b>Total Community Colleges</b>	<b>1,579,900</b>	<b>1,494,927</b>	<b>1,471,214</b>	<b>10.20%</b>	Pomerado Cemetery District	2,409	2,392	2,411	0.02%
<b>FIRST 5 COMMISSION</b>	37,735	41,689	42,487	0.29%	Public Agencies Self-Insurance System	3,418	3,429	3,468	0.02%
<b>SDCERA</b>	2,065	7,669	7,293	0.05%	Ramona Cemetery District	1,136	1,103	1,094	0.01%
<b>CITIES</b>					Rancho Santa Fe FPD	13,112	11,354	11,109	0.08%
Chula Vista	31,136	31,231	31,585	0.22%	Resource Conservation District of Greater SD*	0	0	0	0.00%
Coronado	93,379	93,665	94,691	0.66%	Rincon del Diablo Municipal Water District	3,787	3,798	3,850	0.03%
Del Mar	2,707	2,716	2,746	0.02%	SANDAG	22,985	17,354	18,157	0.13%
Encinitas	1,191	1,194	1,208	0.01%	SD County Regional Airport Authority	279,810	280,668	285,778	1.98%
National City	35,517	35,625	36,028	0.25%	San Diego Housing Commission	21,636	21,702	21,947	0.15%
Oceanside*	0	0	0	0.00%	San Diego Geographic Information Source	130	385	484	0.00%
Solana Beach*	0	0	0	0.00%	San Diego Law Library	6,851	6,850	6,826	0.05%
Vista	81	82	83	0.00%	San Diego Local Agency Formation Comm	2,269	2,160	2,055	0.01%
<b>INDEPENDENT AGENCIES</b>					San Diego Regional Training Center	1,095	1,290	1,199	0.01%
Air Pollution Control District	95,791	94,642	93,428	0.65%	San Dieguito River Park	686	1,110	945	0.01%
Alpine FPD	3,243	3,415	3,413	0.02%	San Marcos FPD	1	1	1	0.00%
Bonita-Sunnyside FPD	6,414	6,568	6,198	0.04%	San Miguel Consolidated FPD	25,642	25,004	24,293	0.17%
Borrego Springs FPD	1,395	1,453	1,192	0.01%	Santa Fe Irrigation District	4,405	4,418	4,468	0.03%
Canebrake County Water District	53	54	54	0.00%	Upper San Luis Rey Resource Conserv Dist	10	10	11	0.00%
Deer Springs FPD	16,049	14,993	20,203	0.14%	Vallecitos Water District	5,410	5,427	5,488	0.04%
Grossmont Healthcare District	2	2	2	0.00%	Valley Center FPD	2,252	2,159	2,050	0.01%
Julian-Cuyamaca FPD	0	0	0	0.00%	Valley Center Cemetery District	484	487	493	0.00%
Lake Cuyamaca Rec & Park District	81	82	83	0.00%	Valley Center Water District	25,113	23,927	22,129	0.15%
					Vista FPD	5,680	5,847	6,356	0.04%
					Whispering Palms Community Services District*	0	0	0	0.00%
					<b>Total Voluntary Participants</b>	<b>933,470</b>	<b>951,250</b>	<b>974,077</b>	<b>6.75%</b>
					<b>Pooled Money Fund Total</b>	<b>\$ 14,332,136</b>	<b>\$ 14,098,546</b>	<b>\$ 14,427,943</b>	<b>100.00%</b>

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

Below is the market price for March 2023.

<b>National City</b>		Pool YTM: 3.17			
<b>Conversion of Oracle Cash Balance to COSD Pool Market Price</b>					
<b>Month Ended March 31, 2023</b>					
		Current Month 3/31/2023	Prior Month 2/28/2023	Prior Quarter 12/31/2023	Prior Year 3/31/2022
COSD Pool Market Price		97.140%	96.458%	96.176%	97.660%
COSD Pool Market Value		14,427,943,316	14,098,546,409	15,064,442,416	13,073,101,744
National City percentage of MV share in COSD Pool		0.2497%	0.2527%	0.2354%	0.2734%
<b>Fund Description</b>	<b>Oracle Cash Balance</b>	<b>Market Value</b>	<b>Market Value</b>	<b>Market Value</b>	<b>Market Value</b>
44077 NATIONAL CITY INVESTMENT FUND	37,089,182	36,028,406	35,625,427	35,464,634	35,736,012
<b>Total for National City</b>	<b>37,089,182</b>	<b>36,028,406</b>	<b>35,625,427</b>	<b>35,464,634</b>	<b>35,736,012</b>

Thank you,



**Kristine Gachalian**  
Investment Analyst

**San Diego County Treasurer-Tax Collector's Office**

1600 Pacific Highway Rm. 151 | San Diego, CA 92101

Phone: 619.531.5692 | Fax: 619.446.8222 | [www.sdttc.com](http://www.sdttc.com)

Below is the market price for February 2023.

<b>National City</b>		<b>Pool YTM: 3.05</b>			
<b>Conversion of Oracle Cash Balance to COSD Pool Market Price</b>					
<b>Month Ended February 28, 2023</b>					
		<b>Current Month</b>	<b>Prior Month</b>	<b>Prior Quarter</b>	<b>Prior Year</b>
		<b>2/28/2023</b>	<b>1/31/2023</b>	<b>11/30/2022</b>	<b>2/28/2022</b>
COSD Pool Market Price		96.458%	96.163%	95.829%	99.497%
COSD Pool Market Value		14,098,546,409	14,332,135,530	13,058,108,869	13,217,235,607
National City percentage of MV share in COSD Pool		0.2527%	0.2478%	0.2702%	0.2755%
<b>Fund Description</b>	<b>Oracle Cash Balance</b>	<b>Market Value</b>	<b>Market Value</b>	<b>Market Value</b>	<b>Market Value</b>
44077 NATIONAL CITY INVESTMENT FUND	36,933,798	35,625,427	35,516,584	35,277,305	36,408,231
<b>Total for National City</b>	<b>36,933,798</b>	<b>35,625,427</b>	<b>35,516,584</b>	<b>35,277,305</b>	<b>36,408,231</b>

Thank you,

**Kristine Gachalian**  
 Investment Analyst  
**San Diego County Treasurer-Tax Collector's Office**  
 1600 Pacific Highway Rm. 151 | San Diego, CA 92101  
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Below is the market price for January 2023.

<b>National City</b>		<b>Pool YTM: 3.02</b>			
<b>Conversion of Oracle Cash Balance to COSD Pool Market Price</b>					
<b>Month Ended January 31st, 2023</b>					
		<b>Current Month</b>	<b>Prior Month</b>	<b>Prior Quarter</b>	<b>Prior Year</b>
		<b>1/31/2023</b>	<b>12/31/2022</b>	<b>10/31/2022</b>	<b>1/31/2022</b>
<b>COSD Pool Market Price</b>		96.163%	96.176%	95.221%	98.984%
<b>COSD Pool Market Value</b>		14,332,135,530	15,064,442,416	12,054,827,935	13,404,605,808
<b>National City percentage of MV share in COSD Pool</b>		0.2478%	0.2354%	0.2908%	0.2702%
<b>Fund Description</b>	<b>Oracle Cash Balance</b>	<b>Market Value</b>	<b>Market Value</b>	<b>Market Value</b>	<b>Market Value</b>
44077 NATIONAL CITY INVESTMENT FUND	36,933,798	35,516,584	35,464,634	35,053,619	36,220,476
<b>Total for National City</b>	<b>36,933,798</b>	<b>35,516,584</b>	<b>35,464,634</b>	<b>35,053,619</b>	<b>36,220,476</b>

Thank you,

**Kristine Gachalian**

Investment Analyst

**San Diego County Treasurer-Tax Collector's Office**

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# California State Treasurer *Fiona Ma, CPA*



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

May 01, 2023

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CITY OF NATIONAL CITY

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

[Tran Type Definitions](#)

March 2023 Statement

### Account Summary

Total Deposit:

Total Withdrawal:

0.00	Beginning Balance:	46,924,342.98
0.00	Ending Balance:	46,924,342.98

California State Treasurer  
**Fiona Ma, CPA**



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

May 01, 2023

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CITY OF NATIONAL CITY

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

[Tran Type Definitions](#)

February 2023 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
2/22/2023	2/21/2023	RD	1724118	N/A	RACHELLE BARRERA	8,000,000.00

**Account Summary**

Total Deposit:	8,000,000.00	Beginning Balance:	38,924,342.98
Total Withdrawal:	0.00	Ending Balance:	46,924,342.98

# 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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CITY OF NATIONAL CITY

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

[Tran Type Definitions](#)

January 2023 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
1/13/2023	1/12/2023	QRD	1722420	N/A	SYSTEM	211,322.51

**Account Summary**

Total Deposit:	211,322.51	Beginning Balance:	38,713,020.47
Total Withdrawal:	0.00	Ending Balance:	38,924,342.98



MALIA M. COHEN

California State Controller

LOCAL AGENCY INVESTMENT FUND  
REMITTANCE ADVICE

Agency Name

NATIONAL CITY

Account Number

As of 04/14/2023, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 03/31/2023.

Earnings Ratio		.00007493902135155
Interest Rate		2.74%
Dollar Day Total	\$	3,804,654,998.08
Quarter End Principal Balance	\$	46,924,342.98
Quarterly Interest Earned	\$	285,117.12



## State of California Pooled Money Investment Account Market Valuation 3/31/2023

Description	Carrying Cost Plus		Fair Value	Accrued Interest
	Accrued Interest	Purch. Amortized Cost		
United States Treasury:				
Bills	\$ 29,418,545,599.25	\$ 29,779,495,353.47	\$ 29,757,207,000.00	NA
Notes	\$ 93,242,224,235.91	\$ 93,212,620,838.86	\$ 90,945,077,500.00	\$ 288,849,618.00
Federal Agency:				
SBA	\$ 322,209,737.47	\$ 322,209,737.47	\$ 321,868,141.12	\$ 1,291,571.96
MBS-REMICs	\$ 3,084,994.85	\$ 3,084,994.85	\$ 3,058,806.67	\$ 13,760.19
Debentures	\$ 10,349,812,980.86	\$ 10,349,583,675.33	\$ 10,206,571,800.00	\$ 45,703,340.00
Debentures FR	\$ -	\$ -	\$ -	\$ -
Debentures CL	\$ 2,550,000,000.00	\$ 2,550,000,000.00	\$ 2,495,849,500.00	\$ 25,411,824.00
Discount Notes	\$ 25,242,636,340.20	\$ 25,554,072,104.18	\$ 25,548,182,500.00	NA
Supranational Debentures	\$ 3,074,194,538.58	\$ 3,074,194,538.58	\$ 3,010,317,500.00	\$ 11,201,903.00
Supranational Debentures FR	\$ -	\$ -	\$ -	\$ -
CDs and YCDs FR	\$ -	\$ -	\$ -	\$ -
Bank Notes	\$ 200,000,000.00	\$ 200,000,000.00	\$ 200,045,234.42	\$ 2,003,194.45
CDs and YCDs	\$ 12,200,000,000.00	\$ 12,200,000,000.00	\$ 12,194,072,815.39	\$ 141,674,375.01
Commercial Paper	\$ 8,539,926,819.43	\$ 8,629,619,069.50	\$ 8,625,697,222.20	NA
Corporate:				
Bonds FR	\$ -	\$ -	\$ -	\$ -
Bonds	\$ 454,676,266.87	\$ 454,676,266.87	\$ 432,355,270.00	\$ 3,364,631.80
Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
Time Deposits	\$ 5,237,000,000.00	\$ 5,237,000,000.00	\$ 5,237,000,000.00	NA
PMIA & GF Loans	\$ 376,839,000.00	\$ 376,839,000.00	\$ 376,839,000.00	NA
<b>TOTAL</b>	<b>\$ 191,211,150,513.42</b>	<b>\$ 191,943,395,579.11</b>	<b>\$ 189,354,142,289.80</b>	<b>\$ 519,514,218.41</b>

Fair Value Including Accrued Interest

\$ 189,873,656,508.21

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 (0.986510329). 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 \$19,730,206.58 or \$20,000,000.00 x 0.986510329.



California State Treasurer  
**Fiona Ma, CPA**



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**POOLED MONEY INVESTMENT ACCOUNT**

## PMIA Average Monthly Effective Yields

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

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2021	0.458	0.407	0.357	0.339	0.315	0.262	0.221	0.221	0.206	0.203	0.203	0.212
2022	0.234	0.278	0.365	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 20, 2023  
**Approved by:** Armando Vergara, Interim City Manager

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**SUBJECT:**

Investment transactions for the month ended April 30, 2023.

**RECOMMENDATION:**

Accept and file the Investment Transaction Ledger for the month ended April 30, 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 April 30, 2023.

**FINANCIAL STATEMENT:**

In this period, there were acquisitions of \$529,148.63 and dispositions of \$517,976.97.

**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.

**PUBLIC NOTIFICATION:**

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

**ORDINANCE:**

Not Applicable

**EXHIBIT:**

Exhibit A – 2023-0430 Investment Transaction Ledger





Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	04/04/2023	60934N807	636.61	Federated Investors Govt Oblig Fund Inst.	1.000	4.41%	636.61	0.00	636.61	0.00
Purchase	04/13/2023	60934N807	3,382.50	Federated Investors Govt Oblig Fund Inst.	1.000	4.41%	3,382.50	0.00	3,382.50	0.00
Purchase	04/15/2023	60934N807	1,218.75	Federated Investors Govt Oblig Fund Inst.	1.000	4.41%	1,218.75	0.00	1,218.75	0.00
Purchase	04/16/2023	60934N807	2,457.75	Federated Investors Govt Oblig Fund Inst.	1.000	4.41%	2,457.75	0.00	2,457.75	0.00
Purchase	04/17/2023	60934N807	305.50	Federated Investors Govt Oblig Fund Inst.	1.000	4.41%	305.50	0.00	305.50	0.00
Purchase	04/17/2023	60934N807	483.08	Federated Investors Govt Oblig Fund Inst.	1.000	4.41%	483.08	0.00	483.08	0.00
Purchase	04/17/2023	60934N807	58.50	Federated Investors Govt Oblig Fund Inst.	1.000	4.41%	58.50	0.00	58.50	0.00
Purchase	04/17/2023	60934N807	290.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.41%	290.00	0.00	290.00	0.00
Purchase	04/17/2023	60934N807	3,543.25	Federated Investors Govt Oblig Fund Inst.	1.000	4.41%	3,543.25	0.00	3,543.25	0.00
Purchase	04/17/2023	60934N807	5,164.85	Federated Investors Govt Oblig Fund Inst.	1.000	4.41%	5,164.85	0.00	5,164.85	0.00
Purchase	04/17/2023	60934N807	4,783.17	Federated Investors Govt Oblig Fund Inst.	1.000	4.41%	4,783.17	0.00	4,783.17	0.00
Purchase	04/17/2023	60934N807	11,741.62	Federated Investors Govt Oblig Fund Inst.	1.000	4.41%	11,741.62	0.00	11,741.62	0.00
Purchase	04/17/2023	60934N807	8,851.42	Federated Investors Govt Oblig Fund Inst.	1.000	4.41%	8,851.42	0.00	8,851.42	0.00
Purchase	04/17/2023	60934N807	9,607.44	Federated Investors Govt Oblig Fund Inst.	1.000	4.41%	9,607.44	0.00	9,607.44	0.00
Purchase	04/17/2023	60934N807	4,802.90	Federated Investors Govt Oblig Fund Inst.	1.000	4.41%	4,802.90	0.00	4,802.90	0.00
Purchase	04/17/2023	60934N807	6,707.34	Federated Investors Govt Oblig Fund Inst.	1.000	4.41%	6,707.34	0.00	6,707.34	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	04/17/2023	60934N807	14,462.40	Federated Investors Govt Oblig Fund Inst.	1.000	4.41%	14,462.40	0.00	14,462.40	0.00
Purchase	04/18/2023	60934N807	11,718.45	Federated Investors Govt Oblig Fund Inst.	1.000	4.41%	11,718.45	0.00	11,718.45	0.00
Purchase	04/19/2023	3130ATS57	400,000.00	FHLB Note 4.5% Due 3/10/2028	103.022	3.82%	412,088.00	1,950.00	414,038.00	0.00
Purchase	04/21/2023	60934N807	88.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.41%	88.00	0.00	88.00	0.00
Purchase	04/21/2023	60934N807	4,140.22	Federated Investors Govt Oblig Fund Inst.	1.000	4.41%	4,140.22	0.00	4,140.22	0.00
Purchase	04/21/2023	60934N807	2,755.39	Federated Investors Govt Oblig Fund Inst.	1.000	4.41%	2,755.39	0.00	2,755.39	0.00
Purchase	04/25/2023	60934N807	2,125.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.41%	2,125.00	0.00	2,125.00	0.00
Purchase	04/25/2023	60934N807	120.62	Federated Investors Govt Oblig Fund Inst.	1.000	4.41%	120.62	0.00	120.62	0.00
Purchase	04/25/2023	60934N807	9,228.37	Federated Investors Govt Oblig Fund Inst.	1.000	4.41%	9,228.37	0.00	9,228.37	0.00
Purchase	04/30/2023	60934N807	6,437.50	Federated Investors Govt Oblig Fund Inst.	1.000	4.46%	6,437.50	0.00	6,437.50	0.00
<b>Subtotal</b>			<b>515,110.63</b>				<b>527,198.63</b>	<b>1,950.00</b>	<b>529,148.63</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>515,110.63</b>				<b>527,198.63</b>	<b>1,950.00</b>	<b>529,148.63</b>	<b>0.00</b>
<b>DISPOSITIONS</b>										
Sale	04/19/2023	3135G05G4	350,000.00	FNMA Note 0.25% Due 7/10/2023	98.919	5.11%	346,216.50	240.63	346,457.13	-3,031.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Sale	04/19/2023	60934N807	67,580.87	Federated Investors Govt Oblig Fund Inst.	1.000	4.41%	67,580.87	0.00	67,580.87	0.00
<b>Subtotal</b>			<b>417,580.87</b>				<b>413,797.37</b>	<b>240.63</b>	<b>414,038.00</b>	<b>-3,031.00</b>
Paydown	04/17/2023	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	04/17/2023	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	04/17/2023	47787NAC3	3,535.97	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	100.000		3,535.97	7.28	3,543.25	0.54
Paydown	04/17/2023	47788UAC6	5,140.46	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	100.000		5,140.46	24.39	5,164.85	0.99
Paydown	04/17/2023	47789KAC7	4,767.21	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		4,767.21	15.96	4,783.17	0.29
Paydown	04/17/2023	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	04/17/2023	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	04/17/2023	58769KAD6	11,694.47	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	100.000		11,694.47	47.15	11,741.62	0.88
Paydown	04/17/2023	65479JAD5	8,837.20	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		8,837.20	14.22	8,851.42	0.46
Paydown	04/17/2023	89232HAC9	9,581.74	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	100.000		9,581.74	25.70	9,607.44	-220.83
Paydown	04/17/2023	89236XAC0	4,793.16	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		4,793.16	9.74	4,802.90	0.89
Paydown	04/17/2023	89237VAB5	6,693.66	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	100.000		6,693.66	13.68	6,707.34	0.52



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Paydown	04/17/2023	89240BAC2	14,428.34	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	100.000		14,428.34	34.06	14,462.40	2.68
Paydown	04/18/2023	43813KAC6	11,690.82	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		11,690.82	27.63	11,718.45	1.72
Paydown	04/21/2023	43813GAC5	4,130.33	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		4,130.33	9.89	4,140.22	0.08
Paydown	04/21/2023	43813RAC1	2,744.30	Honda Auto Receivables 2020-1 A3 1.61% Due 4/22/2024	100.000		2,744.30	11.09	2,755.39	0.54
Paydown	04/21/2023	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	04/25/2023	05601XAC3	10.62	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	100.000		10.62	110.00	120.62	0.00
Paydown	04/25/2023	09690AAC7	9,208.71	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	100.000		9,208.71	19.66	9,228.37	0.95
<b>Subtotal</b>			<b>97,256.99</b>				<b>97,256.99</b>	<b>1,595.53</b>	<b>98,852.52</b>	<b>-210.29</b>
Security Withdrawal	04/03/2023	60934N807	2,539.33	Federated Investors Govt Oblig Fund Inst.	1.000		2,539.33	0.00	2,539.33	0.00
Security Withdrawal	04/18/2023	60934N807	2,547.12	Federated Investors Govt Oblig Fund Inst.	1.000		2,547.12	0.00	2,547.12	0.00
<b>Subtotal</b>			<b>5,086.45</b>				<b>5,086.45</b>	<b>0.00</b>	<b>5,086.45</b>	<b>0.00</b>
<b>TOTAL DISPOSITIONS</b>			<b>519,924.31</b>				<b>516,140.81</b>	<b>1,836.16</b>	<b>517,976.97</b>	<b>-3,241.29</b>
<b>OTHER TRANSACTIONS</b>										
Interest	04/13/2023	023135CF1	205,000.00	Amazon.com Inc Callable Note Cont 3/13/2027 3.3% Due 4/13/2027	0.000		3,382.50	0.00	3,382.50	0.00
Interest	04/15/2023	91282CBV2	650,000.00	US Treasury Note 0.375% Due 4/15/2024	0.000		1,218.75	0.00	1,218.75	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>OTHER TRANSACTIONS</b>										
Interest	04/16/2023	3137EAEY1	630,000.00	FHLMC Note 0.125% Due 10/16/2023	0.000		393.75	0.00	393.75	0.00
Interest	04/16/2023	45950KCR9	300,000.00	International Finance Corp Note 1.375% Due 10/16/2024	0.000		2,064.00	0.00	2,064.00	0.00
Interest	04/25/2023	06406RAX5	500,000.00	Bank of NY Mellon Corp Callable Note Cont 9/25/2024 0.85% Due 10/25/2024	0.000		2,125.00	0.00	2,125.00	0.00
Interest	04/30/2023	91282CAT8	650,000.00	US Treasury Note 0.25% Due 10/31/2025	0.000		812.50	0.00	812.50	0.00
Interest	04/30/2023	91282CDG3	1,000,000.00	US Treasury Note 1.125% Due 10/31/2026	0.000		5,625.00	0.00	5,625.00	0.00
<b>Subtotal</b>			<b>3,935,000.00</b>				<b>15,621.50</b>	<b>0.00</b>	<b>15,621.50</b>	<b>0.00</b>
Dividend	04/04/2023	60934N807	83,855.61	Federated Investors Govt Oblig Fund Inst.	0.000		636.61	0.00	636.61	0.00
<b>Subtotal</b>			<b>83,855.61</b>				<b>636.61</b>	<b>0.00</b>	<b>636.61</b>	<b>0.00</b>
<b>TOTAL OTHER TRANSACTIONS</b>			<b>4,018,855.61</b>				<b>16,258.11</b>	<b>0.00</b>	<b>16,258.11</b>	<b>0.00</b>



# AGENDA REPORT

**Department:** Finance  
**Prepared by:** Karla Apalategui, Sr. Accounting Assistant  
**Meeting Date:** Tuesday, June 20, 2023  
**Approved by:** Armando Vergara, Interim City Manager

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**SUBJECT:**

Warrant Register #45 for the period of 5/5/23 through 5/11/23 in the amount of \$1,380,114.63.

**RECOMMENDATION:**

Ratify Warrants Totaling \$ 1,380,114.63

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**

Not Applicable.

**EXPLANATION:**

Per Government Section Code 37208, below are the payments issued for the period 5/5/23 – 5/11/23. 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>
Chen Ryan Asso	363337	\$65,331.25	CIP 21-25 West 19 <sup>th</sup> St Greenway ENG/PW
E&H Gen Contracting	363351	\$130,397.77	CIP 22-06 MLK Community Center ENG
Health Net Inc	363361	\$69,269.94	Grp# R1192A – May 2023 Health Insurance
Kaiser Foundation	363366	\$229,792.90	Group# 104220 June 2023
Mile of Cars Assoc	363373	\$91,983.27	FY22 Lighting Maintenance District
Public Emp Ret	230511	\$295,994.49	Service Period 4/18/23 – 5/01/23
Adminsure Inc	962022	\$106,894.96	WC’s Replenishment – April

**FINANCIAL STATEMENT:**

Warrant total \$ 1,380,114.63

**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:**

Exhibit A - Warrant Register No. 45



**WARRANT REGISTER # 45  
5/11/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<b><u>Mayor and Council</u></b>				
MORRISON	REIMBURSEMENT FOR FRAMES	363375	5/11/23	45.63
STAPLES BUSINESS ADVANTAGE	MOP 45704 , STPLS 8.5X11 RED COPY PAPER	363398	5/11/23	71.05
BUSH	REIMBURSEMENT FOR COUNCILMEMBER BUSH	363333	5/11/23	116.65
SMART SOURCE OF CALIFORNIA LLC	MOP# 63845, BUSINESS CARDS	363397	5/11/23	187.34
<b>Total for Department</b>				<b>420.67</b>
<b><u>City Manager</u></b>				
BAKER TILLY US, LLP	CONSULTING SERVICES	363330	5/11/23	1,122.50
STAPLES BUSINESS ADVANTAGE	MOP 45704 , STPLS 8.5X11 RED COPY PAPER	363398	5/11/23	71.05
<b>Total for Department</b>				<b>1,193.55</b>
<b><u>Engineering / PW's</u></b>				
FERGUSON ENTERPRISES 1350	MOP 45723 GENERAL SUPPLIES-PW	363355	5/11/23	1,157.27
GONZALEZ	REFUND FOR PARKING AT TRAINING- WASTEWATER	363357	5/11/23	30.00
GRAINGER	MOP 65179 GENERAL SUPPLIES-PW	363358	5/11/23	826.17
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY23-	363365	5/11/23	135.00
NATIONAL CITY TROPHY	MOP 66556 OFFICE SUPPLIES-PW	363376	5/11/23	23.76
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES-PW	363382	5/11/23	170.70
PRUDENTIAL OVERALL SUPPLY	LAUNDRY SERVICES / PW	363385	5/11/23	526.97
SAN DIEGO MECHANICAL ENERGY	REPAIRS TO HVAC SYSTEMS FY23-PW/FACILITIES	363390	5/11/23	11,090.94
SDG&E	GAS AND ELECTRIC FOR FACILITIES FY23 AP	363393	5/11/23	8,830.40
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES-PW	363396	5/11/23	553.19
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 BUILDING SUPPLIES-PW	363408	5/11/23	261.02
VORTEX INDUSTRIES INC	CITYWIDE ON-SITE SERVICE FY23-PW/FACILITIES	363411	5/11/23	1,100.00
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRIC SUPPLIES-PW	363412	5/11/23	229.04
SAN DIEGO COUNTY RECORDER	PEDRESTRIAN SAFETY EMHACEMENT PROJECT FY	363388	5/11/23	50.00
ATLAS TECHNICAL CONSULTANTS	CIP 22-57 LAS PALMAS POOL IMPROVEMENT -	363329	5/11/23	16,253.25
CHEN RYAN ASSOCIATES INC	CIP 21-25 WEST 19TH ST GREENWAY - ENG/PW	363337	5/11/23	65,331.25
CIRCUIT TRANSIT INC	CLEAN MOBILITY OPTIONS SERVICES - ENG/PW	363340	5/11/23	10,750.00
D-MAX ENGINEERING INC	T&A 90538 - KIMBALL HIGHLAND EAST 605 ENG	363349	5/11/23	1,290.35
D-MAX ENGINEERING INC	NC WASTEWATER SERVICES AND FOG 22-23- ENG	363350	5/11/23	374.37
E & H GENERAL CONTRACTING INC	CIP 22-06 MLK COMMUNITY CENTER- ENG/PW	363351	5/11/23	130,397.77
FORDYCE CONSTRUCTION INC	CIP 22-50 CAMACHO GYM DOORS - ENG/PW	363356	5/11/23	49,900.00
MASOUMI	REFUND OF T&A 90571 - 2140 L AVENUE - ENG	363371	5/11/23	10,539.48
NATIONAL ELECTRIC WORKS, INC.	CIP 20-03 CIVIC CENTER BASEMENT POWER UP	363377	5/11/23	14,504.89
NV5 INC	CIP 21-15 MLK COMMUNITY CENTER REMODEL	363379	5/11/23	1,784.48
STC TRAFFIC INC	PARKING SERVICES DIXON - ENG/PW	363399	5/11/23	4,880.00
<b>Total for Department</b>				<b>330,990.30</b>
<b><u>Finance</u></b>				
BRINK'S INCORPORATED	TRANSPORTATION - BILLING PERIOD 05/01/23	363332	5/11/23	432.11
C A P F	MAY 2023 FIRE LTD	363334	5/11/23	1,239.00
CALIFORNIA SOCIETY	CSMFO - MEMBERSHIP RENEWAL	363336	5/11/23	250.00



**WARRANT REGISTER # 45  
5/11/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
CITY OF NATIONAL CITY	PETTY CASH REPLENISHMENT FOR THE PERIOD	363342	5/11/23	261.10
FEDEX	FED EX SHIPPING - TIME SENSITIVE MATERIAL	363354	5/11/23	16.05
HAMLIN WILLIAMS INC	TEMP SVCS FOR CLEGG, ONNA - 16 APRIL 2023	363359	5/11/23	3,400.44
HDL COREN & CONE	CONTRACT SVCS PROPERTY TAX APRIL - JUNE	363360	5/11/23	3,375.00
HEALTH NET INC	GRP #R1192A - MAY 2023 HEALTH NET INSURANCE	363361	5/11/23	69,269.94
HEALTH NET INC	GRP #GX011A MAY 2023 HEALTH NET	363362	5/11/23	19,797.37
HEALTH NET INC	GRP #LB439A MAY 2023 HEALTH NET INSURANCE	363363	5/11/23	16,017.80
KAISER FOUNDATION HEALTH PLAN	GROUP NO 104220 - JUNE 2023	363366	5/11/23	229,792.90
MILE OF CARS ASSOCIATION	FY22 MILE OF CARS / LIGHTING MAINT DIST	363373	5/11/23	91,983.27
OFFICE SOLUTIONS BUSINESS	MOP 83778 FINANCE SUPPLIES	363380	5/11/23	544.07
SASI	MONTHLY TRUST ACCOUNTING	363391	5/11/23	679.70
STAPLES BUSINESS ADVANTAGE	MOP 45704 , STPLS 8.5X11 RED COPY 8RM	363398	5/11/23	168.42
THE BANK OF NEW YORK MELLON	CUSTODIAN FEE - PERIOD 01/01/23 TO 03/31	363401	5/11/23	300.00
THE PUN GROUP LLP	PB #4 AUDIT FOR THE YEAR ENDED JUNE 30 2	363404	5/11/23	26,028.00
VISION SERVICE PLAN	MAY 2023 VISION SERVICE PLAN CA	363410	5/11/23	1,066.55

**Total for Department 464,621.72**

**Community Services/Nutrition/Library**

HERNANDEZ	CONTRACT INSTRUCTOR PAYMENT / ZUMBA	363364	5/11/23	201.60
STAPLES BUSINESS ADVANTAGE	MOP 45704 , STPLS 8.5X11 RED COPY 8RM/FIRE	363398	5/11/23	38.53
EXOS WORKS, INC	EXOS WORKS/LAS PALMAS POOL/FY23	363353	5/11/23	8,433.00
ALDEMCO	FOOD	363324	5/11/23	7,583.20
ALL FRESH PRODUCTS	FOOD	363325	5/11/23	2,131.08
PRUDENTIAL OVERALL SUPPLY	LAUNDRY/GLOVES	363385	5/11/23	390.19
SDG&E	ELECTRIC BILL	363394	5/11/23	2,880.95
SYSCO SAN DIEGO INC	FOOD	363400	5/11/23	7,578.23

**Total for Department 29,236.78**

**Fire**

CAL FIRE	FSTEP TRAINING: COMMON PASS VEHICLE	363335	5/11/23	975.00
CROSS CONNECTIONS	BATTERY PACK, LI-ION 4900 MAH, SMART/FIRE	363347	5/11/23	1,652.26
ESGIL LLC	PLAN CHECKS FOR FIRE DEPT, FY 2023	363352	5/11/23	3,053.10
GRAINGER	MOP 65179 GENERAL SUPPLIES-FIRE	363358	5/11/23	230.18
MOR FURNITURE FOR LESS	M:HYBRID COOL 10 EK.5 TOP, TWIN XL FIRM MATTRESS	363374	5/11/23	3,973.50
PRUDENTIAL OVERALL SUPPLY	LAUNDRY SERVICES / FIRE	363385	5/11/23	25.00
STAPLES BUSINESS ADVANTAGE	MOP 45704 , STPLS 8.5X11 RED COPY 8RM/FIRE	363398	5/11/23	195.70

**Total for Department 10,104.74**

**Human Resources**

AETNA BEHAVIORAL HEALTH	EMPLOYEE ASSISTANCE PROGRAM - MAY	363323	5/11/23	779.16
ALTA LANGUAGE SERVICES INC	EMPLOYEE BILINGUAL TESTING	363326	5/11/23	198.00
LASER SAVER INC	MFP REPAIR LABOR/ SERVICE CALL	363370	5/11/23	99.95
STAPLES BUSINESS ADVANTAGE	MOP 45704 , STPLS 8.5X11 RED COPY 8RM/	363398	5/11/23	128.74

**Total for Department 1,205.85**





**WARRANT REGISTER # 45  
5/11/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<b><u>Police</u></b>				
ANDERSON	TRAINING ADV SUP MRKSMNSHP SNIPER	363327	5/11/23	892.58
BEHAVIORAL ANALYSIS TRAINING	TRAINING ADV LDG INTRVW INTERROGATION	363331	5/11/23	575.00
CHIEF LEADERSHIP	TRAINING TUITION COACHING 3RD PYMNT	363338	5/11/23	1,000.00
DEPASCALE	TRAINING SLI 8	363348	5/11/23	468.00
LACRTC	TUITION ADV. UAS FOR VASQUEZ	363369	5/11/23	999.00
PHILLIPS	TRAINING ADV SUB PEER SUPPORT	363383	5/11/23	635.21
RIVERSIDE SHERIFF'S DEPT	TRAINING TUITION BCKGRND INV VF	363386	5/11/23	392.00
SAN BERNARDINO CNTY SHERIFF'S	TRAINING TUITION SANDERSON	363387	5/11/23	350.00
THE COUNSELING TEAM	TRAINING TUITION	363402	5/11/23	875.00
PRO BUILD COMPANY	MOP 20462 SUPPLIES PD	363384	5/11/23	3.06
SAN DIEGO DISTRICT ATTORNEY	FY 2023 USAGE FEE	363389	5/11/23	12,000.00
			<b>Total for Department</b>	<b>18,189.85</b>
<b><u>Housing</u></b>				
CHRISTENSEN & SPATH LLP	CDC-HA AGREEMENT	363339	5/11/23	450.00
KIMLEY HORN	TOWER 999 TRANSACTION ASSISTANCE	363367	5/11/23	12,015.88
MCEACHERN	MILEAGE REIMBURSEMENT	363372	5/11/23	7.66
PALMA	MILEAGE REIMBURSEMENT	363381	5/11/23	7.66
SBCS CORPORATION	HOME AGREEMENT: TBRA VI AGREEMENT	363392	5/11/23	4,447.00
			<b>Total for Department</b>	<b>16,928.20</b>
<b><u>MIS</u></b>				
AT&T	AT&T & SBC ANNUAL PHONE SERVICE FOR FY23	363328	5/11/23	15,452.55
COUNTY OF SAN DIEGO	NEXTGEN REGIONAL COMMUNICATIONS SYSTEM	363345	5/11/23	8,037.00
COX COMMUNICATIONS	COX DATA, VIDEO SERVICES FY23	363346	5/11/23	174.00
KRONOS INC	ANNUAL MAINTENANCE AND LICENSING FOR PD	363368	5/11/23	76.90
SHARP ELECTRONICS CORPORATION	MAINTENANCE 20 SHARP COPIERS FOR FY23	363395	5/11/23	3,734.62
TYLER TECHNOLOGIES INC	TYLER MUNIS / CAD	363407	5/11/23	45,250.75
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY23	363409	5/11/23	11,112.50
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRIC SUPPLIES-PW	363412	5/11/23	73.20
			<b>Total for Department</b>	<b>83,911.52</b>
			<b>A/P Warrant Total</b>	<b>956,803.18</b>
<b>WIRED PAYMENTS</b>				
<b><u>Building</u></b>				
U S BANK	COMM DEVELOPMENT EXPENSES	590332	5/10/23	2,349.55
<b><u>Community Services/Nutrition/Library</u></b>				
U S BANK	TRAINING CREDIT CARD	487669	5/5/23	485.70
<b><u>Police</u></b>				
U S BANK	CREDIT CARD EXPENSES / PD	590332	5/10/23	5,702.91



**WARRANT REGISTER # 45  
5/11/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
U S BANK	TRAINING LDG FBI AHERNDZ PRC T2717	379979	5/9/23	435.32
U S BANK	TRAINING CREDIT CARD	487669	5/5/23	5,876.08
<b><u>Finance</u></b>				
PUBLIC EMP RETIREMENT SYSTEM	ARREARS CONTRIBUTIONS/ R. MORRISON/SVC	173954	5/5/23	2,813.56
PUBLIC EMP RETIREMENT SYSTEM	ADMIN FEE/LATE ENROLLMENT MORRISON	173966	5/5/23	500.00
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 04/18/23- 05/01/23	230511	5/11/23	295,994.49
<b><u>City Manager</u></b>				
U S BANK	TRAINING CREDIT CARD	487669	5/5/23	40.00
<b><u>MIS</u></b>				
U S BANK	US BANK CARD PAYMENT FY23	379979	5/9/23	2,218.88
<b><u>Human Resources</u></b>				
ADMINSURE INC	WORKERS' COMPENSATION REPLENISHMENT - AP	962022	5/8/23	106,894.96
<b>GRAND TOTAL</b>				<b>1,380,114.63</b>



**WARRANT REGISTER # 45  
5/11/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
Total				\$ 306,005.84
thussain				
CITY CLERKS ASSOCIATION OF CA	CITY CLERKS ASSOC MEMBERSHIP RENEWAL	363341	5/11/23	200.00
CIVICPLUS, LLC	MUNICIPAL CODE CODIFICATION - CIVIC PLUS	363343	5/11/23	352.63
CORODATA RECORDS	FILE STORAGE - CORODATA	363344	5/11/23	52.90
FEDEX	FED EX SHIPPING - TIME SENSITVE MATERIAL	363354	5/11/23	16.05
NGUOI VIET TODAY NEWS	PUBLIC NOTICE - ELECTION CAMPAIGN REGULA	363378	5/11/23	30.00
THE EPOCH TIMES	PUBLIC NOTICE - ELECTION CAMPAIGN REGULA	363403	5/11/23	170.00
THE STAR NEWS	PUBLIC NOTICE - STAR NEWS	363405	5/11/23	368.99
TRANS-LANG	TRANSLATION SERVICES - TRANS LANG	363406	5/11/23	2,082.50



# AGENDA REPORT

Department: Finance  
Prepared by: Karla Apalategui, Sr. Accounting Assistant  
Meeting Date: Tuesday, June 20, 2023  
Approved by: Armando Vergara, Interim City Manager

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**SUBJECT:**

Warrant Register #46 for the period of 5/12/23 through 5/18/23 in the amount of \$2,374,502.87.

**RECOMMENDATION:**

Ratify Warrants Totaling \$ 2,374,502.87

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**

Not Applicable.

**EXPLANATION:**

Per Government Section Code 37208, below are the payments issued for the period 5/12/23 – 5/18/23. 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>
Bureau Veritas	363420	\$107,097.77	Bureau Veritas Inspections
E&H General Contract	363430	\$202,971.20	CIP MLK Community Center ENG/PW
Eagle Paving Co	363431	\$135,850.38	CIP National City Streets Resurfacing
Kimley Horn	363441	\$92,051.74	CIP Paradise Wetland ENG/PW
Neri Landscape Archit	363451	\$251,341.50	CIP Las Palmas Pool & Fitness Center

**FINANCIAL STATEMENT:**

Warrant total \$ 2,374,502.87

**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:**

Exhibit A – Warrant Register No. 46



**WARRANT REGISTER # 46  
5/18/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<b><u>City Attorney</u></b>				
SILVER & WRIGHT LLP	NON DEPARTMENTAL - CAO	363464	5/18/23	6,474.18
THOMSON REUTERS WEST	SUBSCRIPTIONS	363476	5/18/23	607.47
COLANTUONO HIGHSMITH	LEGAL SERVICES / CAO/ 2023	363424	5/18/23	42.76
		<b>Total for Department</b>		<b>7,124.41</b>
<b><u>NSD</u></b>				
ACE UNIFORMS & ACCESSORIES INC	ACE UNIFORMS / NSD	363413	5/18/23	274.71
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES-NSD	363458	5/18/23	182.35
THE SHERWIN WILLIAMS CO	MOP 77816 PAINT SUPPLIES / NSD	363473	5/18/23	3,172.92
VISTA PAINT	MOP 68834 PAINT SUPPLIES / NSD	363480	5/18/23	1,522.29
		<b>Total for Department</b>		<b>5,152.27</b>
<b><u>Risk</u></b>				
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	363427	5/18/23	8,979.75
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	363428	5/18/23	3,585.50
MARTINEZ	LIABILITY CLAIM COST	363445	5/18/23	2,570.00
NATIONWIDE LEGAL, LLC	LIABILITY CLAIM COST	363450	5/18/23	724.68
		<b>Total for Department</b>		<b>15,859.93</b>
<b><u>City Manager</u></b>				
STAPLES BUSINESS ADVANTAGE	MOP# 45704 - OFFICE SUPPLIES	363468	5/18/23	241.91
		<b>Total for Department</b>		<b>241.91</b>
<b><u>Building</u></b>				
BUREAU VERITAS N AMERICA INC	BUREAU VERITAS INSPECTIONS	363420	5/18/23	107,097.77
FRIEDMAN IMAGING	FILE PICK-UP AND SCANNING FOR QUESTYS	363434	5/18/23	4,789.26
HOME DEPOT CREDIT SERVICES	SUPPLIES FOR EDCO CLEANING EVENT	363436	5/18/23	1,038.26
STAPLES BUSINESS ADVANTAGE	MOP# 45704 - OFFICE SUPPLIES	363468	5/18/23	85.35
THE STAR NEWS	THE STAR-NEWS PUBLIC NOTICE	363474	5/18/23	215.25
		<b>Total for Department</b>		<b>113,225.89</b>
<b><u>Fire</u></b>				
ALLSTAR FIRE EQUIPMENT INC	LION LPGVCTRY VICTORY GAUNTLET/FIRE	363414	5/18/23	637.36
BERRY	REIMBRSMT, EMT-B EXPENSES, C BERRY/FIRE	363419	5/18/23	165.50
CROMAR	REIMBURSEMENT, EMT-B EXPENSES/ FIRE	363425	5/18/23	165.50
L N CURTIS & SONS	PART #CFC0122-L CREWBOSS~/ FIRE	363442	5/18/23	1,839.91
LINEGEAR FIRE & RESCUE	MR-SHIFT(BASE), MYSTERY RANCH SHIFT/FIRE	363443	5/18/23	1,304.78
MES CALIFORNIA	ITEM #430603, CMC RESCUE ROPE BAG/FIRE	363448	5/18/23	277.95
SAFETY-KLEEN SYSTEMS, INC	PART #8863~/ FIRE	363460	5/18/23	241.73
SMITH	REIMBURSEMENT, PIERCE FIRE APPATUS ADV	363467	5/18/23	712.77
SUN BADGE COMPANY INC	NEW BADGE /FIRE	363470	5/18/23	6,664.27
THE COUNSELING TEAM INTERNATIO	EMPLOYEE SUPPORT SERVICES: MARCH 2023/FIRE	363472	5/18/23	340.00
THE SUPPLY CACHE	ITEM #859-45001, HOSE COILER /FIRE	363475	5/18/23	431.27
TINOSA INC	PROVIDE O-RING KIT(MAKOG-005M310) /FIRE	363477	5/18/23	443.55
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES FOR FIRE STATIONS	363481	5/18/23	1,315.55
		<b>Total for Department</b>		<b>14,540.14</b>



**WARRANT REGISTER # 46  
5/18/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<b><u>Human Resources</u></b>				
SMART & FINAL	MOP #45756/TRAINING SUPPLIES/HR	363466	5/18/23	15.76
		<b>Total for Department</b>		<b>15.76</b>
<b><u>Police</u></b>				
MCGOUGH	TRAINING INTRNAL AFFRS	363447	5/18/23	396.00
SANCHEZ	TRAINING ADV SUB LDG POST	363462	5/18/23	714.30
DATA DETECTION GROUP	DATA CONVERSION FOR P&E	363426	5/18/23	2,656.25
DEPT OF JUSTICE	DOJ FINGERPRINTING	363429	5/18/23	160.00
MAN K9 INC	MONTHLY MANDATED TRAINING	363444	5/18/23	1,376.00
		<b>Total for Department</b>		<b>5,302.55</b>
<b><u>Community Services/Nutrition/Library</u></b>				
ALLSTATE SECURITY	INVICTA DBA ALLSTATE/SECURITY GUARD/APRIL	363415	5/18/23	3,107.13
MIDWEST TAPE, LLC	MIDWEST TAPE/DVDS/FY23	363449	5/18/23	649.31
STAPLES BUSINESS ADVANTAGE	MOP# 45704 - OFFICE SUPPLIES	363468	5/18/23	50.35
YOURMEMBERSHIP.COM INC.	YOURMEMBERSHIP/VACANCY AD/PRINCIPAL LIB	363484	5/18/23	209.00
SEAPORT MEAT COMPANY	FOOD	363463	5/18/23	682.20
AMAZON	INFLATABLES FOR A KIMBALL HOLIDAY	363416	5/18/23	192.87
		<b>Total for Department</b>		<b>4,890.86</b>
<b><u>Engineering / PW's</u></b>				
ANSER ADVISORY MANAGEMENT, LLC	CIP 19-20 SWEETWATER ROAD PROTECTED BIKE	363417	5/18/23	21,322.50
ATLAS TECHNICAL CONSULTANTS,	CIP 19-20 SWEETWATER ROAD BIKEWAY - ENG/PW	363418	5/18/23	5,223.25
CANON SOLUTIONS AMERICA INC.	CANON PLOTTER EQUIPMENT BASE - MAY 2023	363421	5/18/23	100.33
CHEN RYAN ASSOCIATES INC	CIP 22-16 CITYWIDE PED SAFETY ENHANCEMEN	363422	5/18/23	6,257.50
CLEAN HARBORS ENVIRONMENTAL	HOUSEHOLD HAZARDOUS WASTE - APRIL 2023 -	363423	5/18/23	1,268.64
E & H GENERAL CONTRACTING INC	CIP 22-06 MLK COMMUNITY CENTER- ENG/PW	363430	5/18/23	202,971.20
EAGLE PAVING COMPANY INC	CIP 22-19 NATIONAL CITY STREET RESURFACI	363431	5/18/23	135,850.38
ENTERPRISE FLEET MANAGEMENT	FY23 ENTERPRISE FLEET LEASE - ENG/PW	363432	5/18/23	19,926.78
GEOSYNTEC CONSULTANTS INC	CNC EMERGENCY RIP RAP INSTALL - ENG/PW	363435	5/18/23	10,450.25
INNOVATIVE CONSTRUCTION	CIP 22-01 LAS PALMAS POOL - ENG/PW	363438	5/18/23	26,024.00
IPS GROUP INC	PARKING PERMIT PORTAL MERCHANT FEES - ENG	363439	5/18/23	737.62
KIMLEY HORN AND	CIP 21-28 PARADISE WETLAND - ENG/PW	363441	5/18/23	92,051.74
NERI LANDSCAPE ARCHITECTURE	CIP 22-20 LAS PALMAS POOL AND FITNESS CENTER	363451	5/18/23	251,341.50
NV5 INC	T&A 90627 - 304 NORTON AVE - ENG/PW	363452	5/18/23	4,411.48
PROJECT PROFESSIONALS CORP	CIP 22-19 SB1 STREET RESURFACING - ENG/PW	363457	5/18/23	44,805.08
RANDALL LAMB ASSOCIATES INC	CIP 19-42 NCPD STANDBY POWER CONVERSION	363459	5/18/23	10,840.00
STC TRAFFIC INC	PLAZA BLVD TRAFFIC SIGNAL ASSESSMENT/SYN	363469	5/18/23	15,974.57
TRI-GROUP CONSTRUCTION AND DEV	CIP 19-04 CITYWIDE SAFE ROUTES TO SCHOOL	363479	5/18/23	6,502.94
FLEET SERVICES INC	MOP 67804 AUTO SUPPLIES-PW	363433	5/18/23	144.16
HOME DEPOT CREDIT SERVICES	HOME DEPOT SUPPLIES FOR EDCO CLEANING ENG	363436	5/18/23	1,038.26
HUDSON SAFE T LITE RENTALS	REFLECTIVE CONE FY23-PW/STREETS	363437	5/18/23	478.47
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY23-	363440	5/18/23	720.00
MASON'S SAW	MOP 45729 LANDSCAPE SUPPLIES-PW	363446	5/18/23	507.69
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES-PW	363453	5/18/23	254.37



**WARRANT REGISTER # 46  
5/18/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES-PW	363454	5/18/23	291.60
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES-PW	363455	5/18/23	6.78
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES-PW	363456	5/18/23	65.86
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES-PW	363458	5/18/23	159.44
SAN DIEGO HYDRAULICS	MOP 85005 AUTO SUPPLIES-PW	363461	5/18/23	1,740.53
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES-PW	363465	5/18/23	116.57
STAPLES BUSINESS ADVANTAGE	MOP# 45704 - OFFICE SUPPLIES	363468	5/18/23	136.99
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY23-PW JAN-MA	363471	5/18/23	120.02
TOPECO PRODUCTS	MOP 63849 AUTO SUPPLIES-PW	363478	5/18/23	55.34
WETMORES	MOP 80333 AUTO SUPPLIES-PW	363482	5/18/23	449.61
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRIC SUPPLIES-PW	363483	5/18/23	32.57
		<b>Total for Department</b>		<b>862,378.02</b>
			<b>A/P Total</b>	<b>1,028,731.74</b>
<b>WIRED PAYMENTS</b>				
<u>Fire</u>				
U S BANK	CREDIT CARD EXPENSES / FIRE	88521	5/15/23	45.24
<u>Human Resources</u>				
PAYCHEX BENEFIT TECH INC	BENETRAC ESR SERVICES BASE FEE - MAY	761133	5/12/23	621.68
<u>MIS</u>				
QMINDER LTD	WIRE TRANSFER FOR QMINDER ANNUAL RENEWAL	916593	5/18/23	7,921.00
<u>Community Services/Nutrition/Library</u>				
U S BANK	APRIL US BANK STATEMENT / CSD	88521	5/15/23	858.22
<u>Finance</u>				
PUBLIC EMP RETIREMENT SYSTEM	BALANCE OWED FOR INVOICE 100000017144164	555641	5/12/23	401.92
<b>PAYROLL</b>				
<b>Pay period</b>	<b>Start Date</b>	<b>End Date</b>	<b>Check Date</b>	
11	5/2/2023	5/15/2023	5/24/2023	<b>1,292,887.43</b>
<b>SECTION 8 HAPS</b>				
	<b>Start Date</b>	<b>End Date</b>		
	5/12/2023	5/18/2023		<b>43,035.64</b>
		<b>GRAND TOTAL</b>		<b><u>2,374,502.87</u></b>



# AGENDA REPORT

**Department:** Housing Authority  
**Prepared by:** Carlos Aguirre, Housing Director  
**Meeting Date:** Tuesday, June 20, 2023  
**Approved by:** Armando Vergara, Interim City Manager

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**SUBJECT:**

Public Hearing and Review of the Focused General Plan Update’s Supplemental Program Environmental Impact Report and California Environmental Quality Act (CEQA) Findings.

**RECOMMENDATION:**

Hold the Public Hearing, Discuss the Project and the Alternate Project Location Alternative, and Consider the National City Planning Commission’s Recommendation In-Favor of the Alternate Project Location Alternative.

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**

On June 5, 2023, the National City Planning Commission held a public hearing, discussed the Supplemental Program Environmental Impact Report and CEQA findings, and voted unanimously in favor of the Alternate Project Location Alternative.

**EXPLANATION:**

**BACKGROUND**

The City’s General Plan serves as the guiding document for achieving the community’s vision for the future. Since the last update in 2011, new State legislation and other regional and local changes have taken effect. As result, in March 2020, the City initiated the Focused General Plan Update (FGPU), Case File 2021-14 GPA, to support housing-related goals, comply with changes in State legislation, update per City planning studies, and coordinate growth through a holistic process. To follow the adoption of the Housing Element on August 3, 2021, the Land Use Element, Transportation Element, Safety Element, Zoning Map, and Climate Action Plan are being updated. The Downtown Specific Plan, Westside Specific Plan, and Municipal Code are being updated for consistency, as well. Additionally, new Objective Design Standards are being created to comply with State legislation and streamline the housing approval process. One environmental document, a Supplemental Program Environmental Impact Report (SPEIR), was prepared to analyze these actions.

The goals, policies, and actions in the General Plan will guide development in National City through the horizon year 2050. These documents will supersede the current Land Use Element, Transportation Element, and Safety Element of the City of National City General Plan, which were last updated in 2011, and portions of the current Municipal Code.

**OUTREACH SUMMARY**

The FGPU is the product of approximately two (2) years of analysis and outreach. Due to the COVID-19 pandemic and consistent with official public health guidance, outreach activities were shifted from



in-person events to virtual platforms. To address potential barriers to participation and maximize reach, a variety of media and activities were used to share information and gather input. These activities were outlined in the project's Community Engagement Plan and on the project's website ([www.nationalcityca.gov/fgpu](http://www.nationalcityca.gov/fgpu)).

Mailers announcing the project and opportunities to get involved were sent to all registered addresses in National City in the summer of 2020 and spring of 2021 in both English and Spanish. Since the project kickoff in March 2020, the project team has conducted a total of seven webinars to gather public input. Of these webinars, six were conducted in English with live Spanish interpretation and one was conducted primarily in Spanish. The combined total attendance over the course the 7 of these webinars has been 159 participants (an average of approximately 22 participants per session). An interactive survey was prepared and circulated to the public using the MetroQuest platform; a total of 201 responses were collected. These activities were supplemented with telephone office hours staffed by English- and Spanish-speaking staff. Meetings with stakeholders, including community organizations and developers, were also conducted.

Events and notices were marketed via the City's email listserv, FGPU stakeholder list, and the City's social media sites to share the dates and times of outreach events and opportunities to get involved. Additionally, an interactive map link was made available on the project's website from November 14, 2021, to June 30, 2022, to collect input through an on-going basis on the proposed land use changes, as well.

### **Focused General Plan Update**

To address changes in State legislation, a changing regional context, a forecasted future growth, and implement the City's 2021 Housing Element, National City is conducting a FGPU. The FGPU includes updates to policies and supporting updates to codes, ordinances, and development standards. Specifically, the FGPU includes policy updates to the following Elements (last updated in 2011), which are addressed in detail later in this section:

- Land Use Element
- Transportation Element
- Safety Element
- Housing Element\*

\*The Housing Element was adopted by the City Council on August 3, 2021, covering the planning period from April 2021 to April 2029 (6th Cycle). On November 10, 2021, the California Department of Housing and Community Development (HCD) provided a letter certifying the Housing Element.

The FGPU considers separate recent planning documents, including the 24th Street Transit Oriented Development Overlay (TODO) study, Downtown Specific Plan, Westside Specific Plan, Harbor District Specific Plan, and INTRACONnect. Recommendations from these predecessor planning studies have been carried forward to all components of the FGPU. In addition, the General Plan will be expanded to include the annexation of approximately 50 acres of the unincorporated community of Lincoln Acres into the City of National City, which was completed in 2020.

### **Land Use Element Update**

The Land Use Element designates the general distribution, location, and extent of uses of land for housing, businesses, industry, open space, etc. This element identifies and designates where future development and redevelopment should be directed and it is intended to balance growth and change with preserving and improving well-established residential neighborhoods and commercial and industrial cores, and overall quality of life. Community character is also integrated in this element to ensure that the physical forms, patterns, and aesthetic features of future development and redevelopment advance the City's desire for a higher quality of life and a more sustainable future.

The Land Use Element update includes revisions to policies to incentivize housing development in an integrated way with circulation network improvements. Based on the existing conditions analysis, community feedback, recent planning studies, and housing-related needs, a series of goals and policies were updated to guide land use and zoning changes across National City to accomplish this goal. These land use policies updates intend to:

- Foster an integrated development pattern.
- Improve development opportunities in areas served by transit and facilitate the creation of 10-minute neighborhoods based on National City's prior INTRACONnect (2020) study.
- Support the City's CAP and other sustainability goals.
- Prioritize increasing housing in areas that have access to transit and resources.
- Stimulate the production of additional housing units to meet housing-related needs.

### **Transportation Element Update**

The Transportation Element guides the City's decision making related to the movement of people and goods. This Element considers the evolving needs of mobility through the development of an integrated multimodal circulation network that accommodates both local and regional trips, and supports public transit, walking, bicycling, vehicular traffic and parking. It also identifies the general location and extent of existing and proposed major roadways, transportation routes, terminals, air and water ports, and pedestrian and bikeway facilities.

The Transportation Element update builds on the focused studies and plans that were completed since it was the last updated in 2011, including integrating findings from the SMART Foundation Plan (2014), Downtown Specific Plan (2017), INTRACONnect (2020), Homefront to Waterfront Connectivity Study (2020), and Bicycle Master Plan (2010). Traffic modelling was completed to inform the development of the update to the Transportation Element to ensure that the proposed network adequately accommodates anticipated growth in the region and includes the annexation of approximately 50 acres of the unincorporated community of Lincoln Acres.

Goals and policies within the Transportation Element were revised to provide more effective language. The following policies were removed from this Element to streamline and consolidate interrelated policies and provide the City with flexibility for multimodal improvements:

- Policy C-1.4: Require new development and redevelopment to apply universal design standards.
- Policy C-9.6: Keep abreast of bicycle facility innovations in other cities and regions, and seek to incorporate these into the bicycle network.

The Transportation Element update adds additional community corridors/districts to the circulation network to better connect multimodal resources into a complete network so that residents and visitors can access key destinations (such as schools, commercial centers, public facilities, homes, and the waterfront) through the city safely and easily by any mode. In addition, the Transportation Element Update incorporates TODO Network recommendations, including:

- Road diets on 24th Street, 30th Street, and Hoover Avenue
- Closure of 19th Street under Interstate 5 (I-5)
- Conversion of one-way to two-way traffic on 18th Street under I-5
- Signal at National City Boulevard and 22nd Street

The Transportation Element Update expands upon the existing community corridors typology and identifies two new typologies specific to pedestrians: walkable retail corridors and pedestrian safety corridors. Both typologies are focused on pedestrian improvements to improve the pedestrian experience and pedestrian safety. Walkable retail corridors are located along existing and planned commercial corridors. Pedestrian safety corridors are located along existing and planned residential corridors. Additionally, roads and sub-communities in National City that have a prevalence of speeding issues were identified. To address this, a new typology has been defined, the Traffic Calming District or Traffic Calming Corridor, and recommendations are provided for locations for additional traffic-calming investments by the City. Proposed improvements from the Transportation Element would be implemented via the Capital Improvement Plan through the horizon year (2050).

### **Safety Element Update**

The Safety Element addresses the potential short- and long-term risks of fires, floods, earthquakes, landslides, climate change, hazards, emergency services and disaster response, and other locally relevant safety issues. This Element establishes goals and policies that work to protect the community from risks of injury, loss of life and property, and environmental damage associated with natural and human-caused hazards such as wildfires, geologic and seismic hazards, flooding, hazardous materials, military installations, and brownfields. It includes mapping of known seismic and geologic hazards, along with areas subject to flooding and fire risk. This element also includes methods to reduce criminal behavior through environmental design and response objectives related to police and fire operations and emergency services.

The Safety Element update reflects changes in State legislation, including:

- SB 379: Requires Safety Element updates to include climate adaptation and resilience strategies
- SB 1000: Requires the identification of environmental justice communities
- SB 1035: Requires that the Safety Element be revised no less than every eight years.

The 2018 General Plan Guidelines from the State Office of Planning and Research mandate that the Safety Element complement the San Diego County Multi-Jurisdictional Hazard Mitigation Plan, last updated in 2018, and include a comprehensive hazard mitigation and emergency response strategy. Information in the Safety Element Update has been updated to be consistent with information about the city, provided in the 2018 San Diego County Multi-Jurisdictional Hazard Mitigation Plan. In

addition, the proposed policies address methods to minimize risks and ways to minimize economic disruption and recovery following an incident.

The Safety Element update includes the addition of a set of feasible implementation measures for climate change adaptation and resilience, including a vulnerability assessment and measures to address vulnerabilities that are increasingly impacting California communities.

### **Rezoning of parcels within Focus Areas**

The FGPU includes several Focus Areas across the City, which were examined in depth for potential zoning changes on the City's Zoning Map. Various factors were taken into consideration when developing and selecting the Focus Areas, including their proximity to major transportation corridors, employment centers, transit stops, schools, parks, and other major amenities and services within National City. The rezoning intends to improve development opportunities in areas served by transit and facilitate the creation of 10-minute neighborhoods based on the INTRACONnect study completed in 2020. Some recommendations from the TODO study were carried forward, including the creation of an overlay zone that would allow for multi-family residential development and a zoning change for the 24th Street Transit Station. The Alternative Project Location Alternative would include all the same components as the Proposed Project: updates to the Land Use, Transportation, and Safety Elements and CAP, along with code and Specific Plan amendments. The sole difference between this alternative and the Proposed Project pertains to one Focus Area: the exclusion of the 24th Street Transit Station. This alternative would relocate density from the 24th Street Transit Station to a set of parcels ("Alternative Site"), which would be rezoned to High Density Multi-Unit Residential (RM-2). The Alternative Site is composed of a set of parcels between "A" Avenue, E 26th Street, E 27th Street, and D Avenue. Under the Alternative Site Alternative, the City would net an additional 119 dwelling units as compared to the Proposed Project, but would see a reduction of 87,705 square feet of commercial space. This reduction would stem from this location being rezoned from commercial uses to RM-2, which is purely residential. The Alternative Site was selected as a replacement for the 24th Street Transit Station Focus Area to reduce potential air quality and noise impacts to residential uses near the Interstate 5 (I-5) corridor. The Alternative Site is located approximately 2,400 feet (0.4 miles) from the I-5 corridor (as the crow flies), as compared to the 24th Street Transit Station Focus Area, which is approximately less than 200 feet from the edge of parcel to the nearest off-ramp (as the crow flies).

The zoning changes recommended in both alternatives intend to facilitate housing production and promote mix-used development by increasing the maximum allowable density and height, as well as allowing commercial uses for areas currently zoned for residential uses. In addition, an overlay area is being proposed to allow for multi-family residential development in areas zoned for commercial and institutional uses near transit. This overlay is intended to facilitate progress toward an integrated land use pattern where housing is well-supported by services and amenities and create a transition to neighboring residential areas.

The Focus Areas for the Project were identified based on the recommendations of prior studies, existing conditions analyses, and community feedback and are identified by the following names:

- 24th Street
- 18th Street

- 4th Street
- D Avenue
- Hospital Area
- 16th Street

Table 1: Focus Area Proposed Rezoning

Focus Area	Acres	Current Zoning	Adopted	du/ac	Proposed Zoning	du/ac
24th Street	4.2	Limited Commercial (CL)	Commercial	0	Multi-Use Commercial-Residential (MCR-1)	24
18th Street	2.2	Small Lot Residential (RS-2)	Residential	9	Mixed Use Transition (MXT)	24
		Very High Density Multi-Unit Residential (RM-3)	Residential	75	Open Space (OS)	0
4th Street	16.6	Small Lot Residential (RS-2)	Residential	9	Medium Density Multi-Unit Residential (RM-1)	23
D Avenue	17.4	Small Lot Residential (RS-2)	Residential	9	Medium Density Multi-Unit Residential (RM-1)	23
Hospital Area	38.6	Small Lot Residential (RS-2)	Residential	9	Minor Mixed-Use Corridor (MXC-1)	48
		Medium-Low Density Multi-Unit Residential (RS-3)	Residential	15		
		Institutional (I)		0		
16th Street	12.3	Multi-Use Commercial-Residential (MCR-1)	Commercial-Residential	24	Mixed-Use Overlay	24
		Limited Commercial (CL)	Commercial	0		
		Service Commercial (CS)	Commercial	0		

#### 24th Street

The 24th Street Focus Area is a 4.2-acre site located in the Westside Specific Plan area that includes the 24th Street Transit Center, the National City Adult School, and commercial establishments. The 24th Street Focus Area is currently zoned as Limited Commercial (CL), which does not allow residential development and has a height limit of three (3) stories or 50 feet and a FAR of 0.6. Rezoning this area to Multi-Use Commercial-Residential (MCR-1) with an increased allowed residential density of 24 du/ac and an increased height of five (5) stories or 65 feet are intended to support the creation of housing by transit and facilitate progress toward National City’s goals for transit-oriented development.

#### 18th Street

This Focus Area is a 2.2-acre area along 18th Street that includes a variety of uses, including single-family residential, multi-family residential, commercial, religious facility, and open space. The 18th

Street area is currently zoned as Small Lot Residential (RS-2), which allows for a maximum density of nine (9) du/ac and a maximum height of two (2) stories or 35 feet. This Focus Area consists of approximately three blocks along 18th Street. 18th Street is within a Transit Priority Area and is near a variety of amenities and services, including Kimball Park, John Otis Elementary School, and existing commercial uses. To facilitate a more integrated land use pattern and encourage housing production near community amenities and services, this area is proposed to be rezoned to Mixed Use Transition (MXT) to allow for a maximum density of 24 du/ac and a maximum height of four (4) stories or 45 feet.

The 18th Street Focus Area also includes the parcel located at 1845 E Avenue; a former redevelopment site owned by the successor agency. This parcel is proposed to be rezoned to Open Space (OS) to expand National City's existing park and open space inventory to accommodate the City's current demand, as well as the future needs that will result from the increased density. This rezone will not result in any net loss of dwelling units since higher residential densities are proposed for other areas of National City.

#### 4th Street

The 4th Street Focus Area is a 16.6-acre area that includes a variety of single-family and multi-family residences along 4th Street. This Focus Area is currently zoned as RS-2, which allows for a maximum density of nine (9) du/ac and a maximum height of two (2) stories or 35 feet. The 4th Street Focus Area is one of National City's east-west corridors that connect key destinations, such as Downtown National City, Highland Avenue, and Paradise Valley Hospital. This Focus Area is within a Transit Priority Area (TPA) and near a variety of amenities and services, including commercial uses. Under the adopted zoning, only single-family development is allowed, making the existing multi-family complexes present along the corridor nonconforming uses. To facilitate a more integrated land use pattern and encourage housing production near community amenities and services, this area is proposed to be rezoned Medium Density Multi-Unit Residential (RM-1) to allow for a maximum density of 23 du/ac and a maximum height of four (4) stories or 45 feet.

#### D Avenue

The D Avenue Focus Area is a 17.4-acre area that includes a variety of single-family and multi-family residences along D Avenue. This Focus Area is currently zoned as RS-2, allowing a maximum density of nine (9) du/ac and a maximum height of two (2) stories or 35 feet. D Avenue is a north-south corridor that connects key uses, including Downtown National City, Kimball Park, multiple schools, and various commercial uses and is located in a Transit Priority Area. It is recommended to rezone this area from RS-2 to RM-1 to allow multi-family residential development and increase the allowed height from two (2) stories or 35 feet to four (4) stories or 45 feet and allow a maximum density of 23 du/ac.

#### Hospital Area

The Hospital Area includes 38.6 acres near the Paradise Valley Hospital. This area includes a variety of residential uses, group quarters, healthcare, and religious facilities. The current adopted residential zones in this area include RS-2 and Medium-Low Density Multi-Unit Residential (RS-3), which allow for a maximum of nine (9) du/ac and 15 du/ac, respectively. Additionally, some parcels are currently zoned as Institutional (I), which does not allow residential uses. The current maximum height in the area is two (2) stories or 35 feet in RS-2, three (3) stories or 35 feet in RS-3, and five (5) stories or 65 feet in I. This area is also near a variety of commercial uses along key corridors, including 4th Street and 8th Street. To facilitate a more integrated land use pattern and encourage

housing production near community amenities and services, this area is proposed to be rezoned to Minor Mixed-Use Corridor (MXC-1) to increase the maximum density to 48 du/ac and maximum height to five (5) stories or 65 feet.

### 16th Street

The 16th Street Focus Area covers 12.3 acres bounded by 16th Street, Hoover Avenue, 22nd Street, and A Avenue. This area includes a variety of commercial establishments and automobile dealerships and is located in a Transit Priority Area. The current adopted zoning in this area includes MCR-1, CL, and Service Commercial (CS). While MCR-1 allows for residential densities of up to 24 du/ac, CL and CS do not permit residential development. The height limit for the entire 16th Street focus area is three stories or 50 feet. A mixed-use overlay is proposed to facilitate progress toward an integrated land use pattern where housing is well-supported by services and amenities and creates a transition to neighboring residential areas. The mixed-use overlay would allow for a maximum density of 24 du/ac and a maximum height of five stories or 65 feet.

### Climate Action Plan

The Climate Action Plan (CAP) addresses the major sources of greenhouse gas (GHG) emissions in National City and sets forth a detailed and long-term strategy that the City and community can implement to achieve GHG emissions reduction targets. The CAP would also be utilized for tiering and streamlining of future development in National City pursuant to CEQA Guidelines 15152 and 15183.5.

The FGPU includes a comprehensive update to the 2011 CAP by updating the 2009 GHG emissions inventory to 2018 as its baseline year and forecasting emissions for 2030 and 2050, consistent with Executive Order B-30-15 and SB 32. The CAP update would account for new policies stemming from the General Plan update that are expected to expand the City's housing capacity and implement mobility improvements in select corridors. Updates to the Land Use and Transportation Elements are expected to yield revised projected vehicle miles traveled estimates, which will result in updated GHG emissions projections and reductions from transportation sources included in the adopted 2011 CAP. The 2022 CAP update accounts for existing plans, programs, and activities that the City has already completed or implemented to reduce emissions and revises, removes, or expands upon 55 emission-reducing strategies from the 2011 CAP to improve GHG reductions in the residential, commercial/industrial, transportation, solid waste, and water and wastewater sectors.

## **ENVIRONMENTAL DETERMINATION**

### Final Programmatic Environmental Impact Report (FPEIR)

The City of National City, as lead agency, has prepared a Draft and Final Supplemental Program Environmental Impact Report (PEIR) to provide information to the public, agencies and policy makers about the potential environmental effects that could occur with implementation of the Focused General Plan Update (FGPU). The California Environmental Quality Act (CEQA) requires a process through which agencies and the public can evaluate the potential environmental effects of implementing the FGPU (the "project"), understand the potential scale of any environmental impacts to the degree feasible, and develop measures to reduce these impacts.

Impacts identified in the Final SPEIR (which incorporates the Draft PEIR) will be mitigated through application of federal, State, and local laws and regulations; through the application of General Plan policies and programs; and through application of the mitigation framework during project level

environmental review and that reflects the implementation of General Plan goals, policies, and actions.

In accordance with §15126.6 of the CEQA Guidelines, the EIR describes two (2) reasonable alternatives to the project, which could feasibly attain most of the basic objectives of the project and might avoid or substantially lessen any of the significant effects of the project. As documented in FSPEIR Section 3.4 (Alternatives Analysis) of the FSPEIR, three alternatives to the proposed FGPU were evaluated in accordance with §15126.6 of the CEQA Guidelines.

Environmentally Superior Alternative

To fully evaluate the environmental effects of projects, CEQA mandates that alternatives to the project be analyzed. The Environmentally Superior Alternative (ESA) includes the same components as the Project. The sole difference pertains to the exclusion of the 24th Street Transit Station Focus Area. This alternative replaces the 24th Street Transit Station Focus Area with the 27th Street Focus Area, a set of three (3) parcels located between A Avenue, E 26th Street, E 27th Street, and D Avenue.

Table 2: Environmentally Superior Alternative Focus Area Proposed Rezoning

Focus Area	Acres	Current Zoning	Adopted du/ac	Proposed Zoning	du/ac
18th Street	2.2	Small Lot Residential (RS-2)	9	Mixed Use Transition (MXT)	24
		Very High Density Multi-Unit Residential (RM-3)	75	Open Space (OS)	0
4th Street	16.6	Small Lot Residential (RS-2)	9	Medium Density Multi-Unit Residential (RM-1)	23
D Avenue	17.4	Small Lot Residential (RS-2)	9	Medium Density Multi-Unit Residential (RM-1)	23
Hospital Area	38.6	Small Lot Residential (RS-2)	9	Minor Mixed-Use Corridor (MXC-1)	48
		Medium-Low Density Multi-Unit Residential (RS-3)	15		
		Institutional (I)	0		
16th Street	12.3	Multi-Use Commercial-Residential (MCR-1)	24	Mixed-Use Overlay	24
		Limited Commercial (CL)	0		
		Service Commercial (CS)	0		
27th Street	3.2	Service Commercial (CS)	0	High Density Multi-Unit Residential (RM-2)	48

The current adopted use in the 27th Street Focus Area is Service Commercial (CS), which does not allow residential uses. The current maximum height in the area is three (3) stories or 50 feet. Under this alternative, these parcels are proposed to be rezoned to High Density Multi-Unit Residential



(RM-2), to allow the production of higher-density residential development with a maximum density of 48 du/ac and a maximum height of six (6) stories or 65 feet. This alternative would relocate density from the 24th Street Transit Station, which would remain zoned as Limited Commercial (CL).

The 27th Street Focus Area was selected as a replacement for the 24th Street Transit Station Focus Area to reduce potential air quality and noise impacts on residential uses near the Interstate 5 (I-5) corridor. Additionally, this site is surrounded by medium- and high-density residential uses and is located near a school, major transportation corridors, 24th Street Transit Station, and is in a Transit Priority Area. This Focus Area is located approximately 2,400 feet (0.4 miles) from the I-5 corridor, as compared to the 24th Street Transit Station Focus Area, which is approximately less than 200 feet from the edge of the parcel to the nearest off-ramp. The SPEIR determined this rezoning alternative to be the Environmentally Superior Alternative because it would result in fewer impacts and would still meet the FGPU's objectives.

#### Final SPEIR - Findings and Determinations/Statement of Overriding Considerations.

In accordance with Public Resources Code (§21081) and State CEQA Guidelines (§15091), the Council must make one or more written findings addressing any potentially significant impacts associated with approval of the project. The Council must balance the economic, legal, social, technological, or other benefits of a project against its unavoidable environmental risks when determining whether to approve the project - in this case adoption of the FGPU. If the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of the project outweigh the unavoidable environmental effects, the adverse environmental effects may be considered "acceptable." (Cal. Code Regs. tit. 14 § 15093).

The "Findings of Fact and Statement of Overriding Considerations," identified that implementation of FGPU project could result in significant and unavoidable impacts in the following environmental areas: Air Quality (Air Quality Plans, Air Quality Standards and Sensitive Receptors). Given this circumstance, a "Statement of Overriding Considerations" has been prepared for FGPU. As reflected in the FSPEIR Section 3.4 "Alternatives", most potentially significant impacts will occur regardless of the alternative chosen, including the "no project alternative" which assumes the 2011 Plan remains in place. However, the No Project and Alternate Project Location Alternative would reduce impacts to Sensitive Receptors.

The "Statement of Overriding Considerations" is a written statement explaining the specific reasons why the social, economic, legal, technical, or other beneficial aspects of adopting the FGPU outweigh the unavoidable adverse environmental impacts and why the City is willing to accept such impacts. These reasons include:

1. The City has identified the need to serve the residents of National City and the region; to meet projected increases in demand for housing opportunities; and to further become a resilient, transit-oriented development community by providing a framework for future development through 2050.
2. The FGPU will provide opportunities for infill development of new housing and commercial properties, specifically in proximity to transit corridors.
3. The FGPU provides guidance to improve vehicular, pedestrian, and bicycle connections and circulation.

4. The FGPU provides a framework to reduce citywide GHG emissions to meet state reduction targets.

5. The FGPU provides guidance for smart growth that will encourage the development of complete neighborhoods that meet the community's needs for sustainable and high-quality living environments.

The Statement acknowledges the significant and unavoidable impacts of the implementation of the FGPU project but provides findings supporting the position that FGPU conveys social, legal, economic, technological, and other benefits that outweigh such impacts. Once the General Plan Update EIR has been certified and the plan adopted, the EIR will then be used to inform and streamline CEQA review for future development projects in the City.

### Summary

The FGPU will guide development and conservation in National City through 2050. The goals, policies, and actions that will be reflected in the Land Use Element, Transportation Element, Safety Element, and the CAP will allow National City to address changes in State legislation, accommodate forecasted future growth in a changing regional context, and implement the City's 2021 Housing Element. These updates, along with the rezoning of parcels in focus areas, will support National City's housing-related goals, foster economic development, encourage mixed-use and infill development, promote alternate modes of transportation, and achieve GHG emissions reduction targets.

### **FINANCIAL STATEMENT:**

Not Applicable

### **RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:**

Housing and Community Development

### **ENVIRONMENTAL REVIEW:**

This Focused General Plan Update is a project under CEQA and requires a full environmental review and the preparation of an environmental impact report. CCR 15362.

### **PUBLIC NOTIFICATION:**

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

### **ORDINANCE:**

Not Applicable

### **EXHIBITS:**

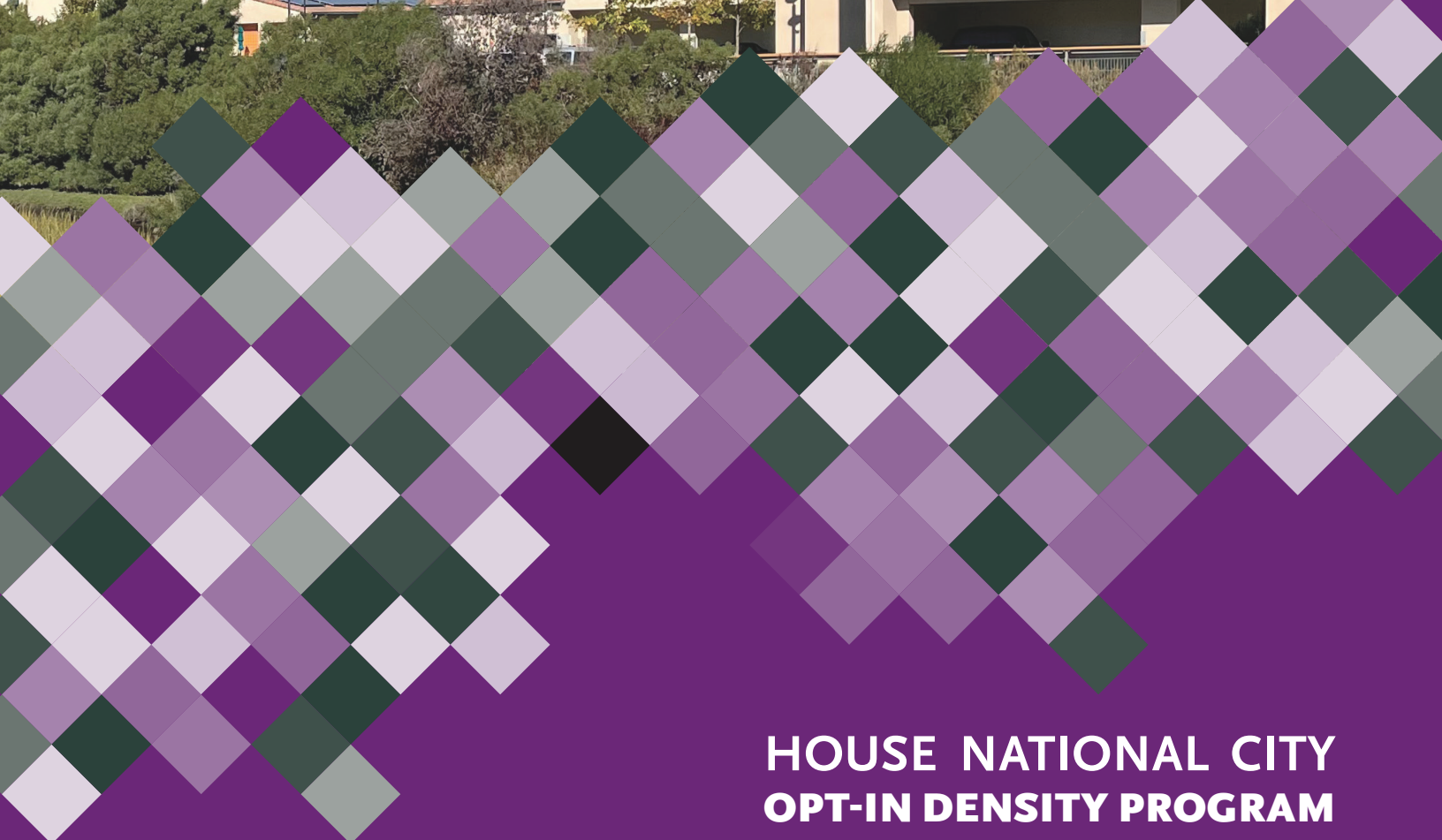
Exhibit A – House National City Program Guide

Exhibit B – [Final Supplemental Program Environmental Impact Report for the National City Focused General Plan Update National City, California](https://fc.nationalcityca.gov/ui/core/index.html?mode=public&shareto=#expl-tabl/SHARED/!2cAmdTIY983DHlv78OB34/D28QfINrxPmNKjel)  
(<https://fc.nationalcityca.gov/ui/core/index.html?mode=public&shareto=#expl-tabl/SHARED/!2cAmdTIY983DHlv78OB34/D28QfINrxPmNKjel>)

Exhibit C – PowerPoint Presentation

# NATIONAL CITY

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## HOUSE NATIONAL CITY OPT-IN DENSITY PROGRAM

# (FAR) Floor Area Ratio Information Guide

Draft May 2023

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### What is House National City?

House National City is a new program to incentivize affordable and mixed-income housing in strategic areas across the city. In exchange for affordable housing, qualifying projects receive a Floor Area Ratio (FAR) bonus.

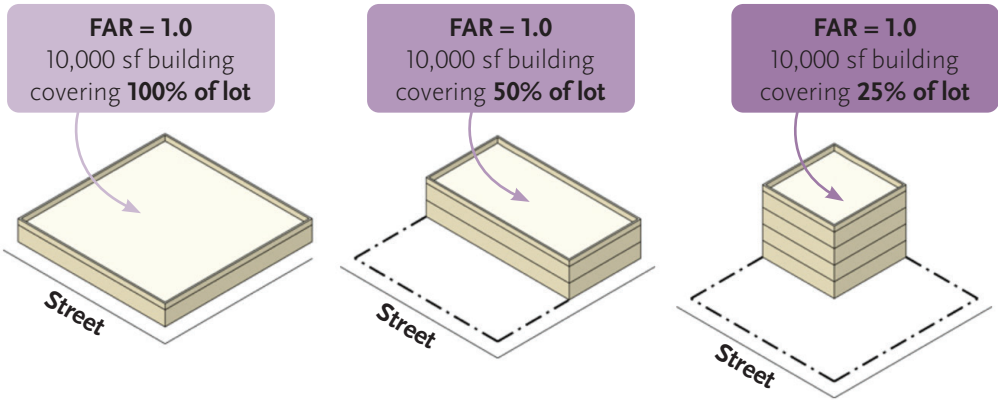
### What is Floor Area Ratio?

Cities regulate future development in a variety of ways, including density and intensity. Density is calculated by dividing the total number of units by a project’s acreage resulting in dwelling units per acre (du/ac). Another method of regulating density is FAR.

The floor area ratio (FAR) is the measurement of a building’s floor area in relation to the size of the lot or parcel that the building is located on. FAR is expressed as a decimal number and is derived by dividing the total area of the building by the total area of the parcel.

$$FAR = \frac{\text{Building Area}}{\text{Lot Area}}$$

FAR helps regulate building bulk and mass. A higher FAR indicates greater building volume. FAR can be used with other development standards, such as building heights, lot coverage, and lot area to reflect the community’s desired arrangement and form of development. FAR creates development flexibility for much needed housing units.



### How will FAR be used for the House National City Program?

Projects that qualify under House National City will use this FAR calculation method for regulating development intensity instead of a dwelling unit per acre basis, which limits the number of new houses that can be built and creates a challenge to providing affordable housing. Allowable heights will be dictated by the maximum limits in National City’s adopted zoning code.

## Comparison of FAR Opt-In Program to Existing Dwelling Unit per Acre Code Requirements

The FAR calculation is based on two tiers that include three different levels of FAR intensity. Based on the location in National City, Tiers 1 and 2 include FARs of 2.5 and 4.0.

### Development Calculation Examples

The following examples show how the new development calculation will work.

#### 2.5 FAR

Tier 1 (2.5 FAR) will be focused on lots within the Westside Specific Plan where existing densities allow 24 dwelling units per acre and 45 dwelling units per acre based on the zone. The maximum FAR under the zoning code is 0.6 FAR.

For this tier, it will include the following zones:

- ★ MCR-1<sup>1</sup> zone which has a maximum height limit of 5 stories and 65 feet.
- ★ MCR-2<sup>1</sup> zone which has a maximum height limit of 5 stories and 65 feet.
- ★ RM-1<sup>2</sup> zone which has a maximum height limit of 4 stories and 45 feet.
- ★ Proposed Mixed-Use Transition (MXT) which would have a maximum height limit of 4 stories and 45 feet.
- ★ Proposed mixed-use overlay zone of 24 du/ac which would have a maximum height limit of 5 stories and 65 feet.

#### Development comparison for a 10,000 square foot lot or 0.23 acres

Under existing zoning on a 10,000 SF lot the following would be allowed:

Lot Area	Allowed Density	Maximum Number of Units
10,000 sf	24 du/ac	6 units
10,000 sf	45 du/ac	10 units

Under the proposed 2.5 FAR program:

- ★ On a 10,000 square foot lot, the maximum size of the building cannot exceed 25,000 square feet.<sup>3</sup>
- ★ If the average unit size is 800 square feet, the typical project could average 20 units.<sup>4</sup>

<sup>1</sup> The MCR-1 and MCR-2 zones provide an area within the Westside Specific Plan area for either commercial or multi-family residential development or a commercial and multi-family development constructed on a single parcel or as components of a single development on an assemblage of parcels.

<sup>2</sup> The RM-1 zone provides for low-rise, medium density multiple family residential areas and is a transitional zone between higher density residential uses and lesser intensity single-family areas.

<sup>3</sup> This is derived by multiplying the lot size of 10,000 sf by 2.5 FAR which equals 25,000 sf and typically is built within a building that is 2 to 5 stories in height.

<sup>4</sup> The project's area is reduced by 35% for non-habitable areas such as hallways, open space, etc, (maximum 16,250 sf).

## AT A GLANCE



**10,000 sf**  
lot size



**2.5**  
FAR



**25,000 sf**  
building size



**2-5**  
stories

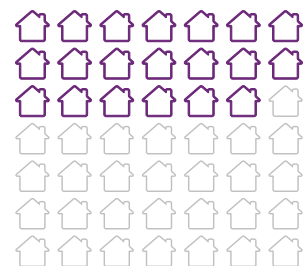


**800 sf**  
unit size



**35%**  
non-habitable areas

**20**  
units



## AT A GLANCE

  
**10,000 sf**  
 lot size

  
**4.0**  
 FAR

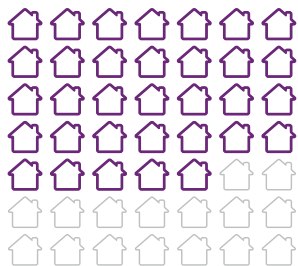
  
**40,000 sf**  
 building size

  
**3-5**  
 stories

  
**800 sf**  
 unit size

  
**35%**  
 non-habitable areas

**33**  
**units**



## 4.0 FAR

This includes Tier 1 (4.0 FAR) and Tier 2 (4.0 FAR). Tier 1 (4.0 FAR) will be focused in the areas around 18th Street, Highland Avenue, Plaza Boulevard, 24th Street, Sweetwater Road, Plaza Bonita, and the Hospital Area, where existing densities allow up to 48 du/ac. Tier 2 (4.0 FAR) is focused in the areas around 8th Street, Highland Avenue, and Mile of Cars Way, where existing densities allow up to 48 du/ac and 75 du/ac based on the zone. The maximum FAR under the zoning code range from 1.0 FAR for single-use and 3.5 FAR for mixed-use.

For these tiers, the following zones will be included:

- ★ MXC-1<sup>5</sup> zone which has a maximum height limit of 5 stories and 65 feet.
- ★ MXD-1<sup>6</sup> zone which has a maximum height limit of 5 stories and 65 feet.
- ★ RM-2<sup>7</sup> zone which has a maximum height limit of 6 stories and 65 feet.
- ★ RM-3<sup>8</sup> zone which has a maximum height limit of 9 stories and 95 feet.
- ★ MXC-2<sup>9</sup> and MXD-2<sup>10</sup> zones which have a maximum height limit of 5 stories and 65 feet.

### Development comparison for a 10,000 square foot lot or 0.23 acres

Under existing zoning on a 10,000 SF lot, the following would be allowed:

Lot Area	Allowed Density	Maximum Number of Units
10,000 sf	48 du/ac	11 units

Under the proposed 4.0 FAR program:

- ★ On a 10,000 square foot lot, the maximum size of the building cannot exceed 40,000 square feet.<sup>11</sup>
- ★ If the average unit size is 800 square feet, the typical project could average 33 units.<sup>12</sup>

<sup>5</sup> The MXC-1 zone supports the creation of mixed-use corridors at a scale compatible with adjacent single-family residential neighborhoods and creates a pedestrian-oriented development that enhances the quality of life within the corridor and for adjacent residential neighborhoods.

<sup>6</sup> The MXD-1 zone supports the creation of mixed-use districts at a scale compatible with adjacent single-family residential neighborhoods. A mixture of land uses within the zone will support a neighborhood feel and increase the ability for workers and residents to walk to destinations.

<sup>7</sup> The RM-2 zone provides for low- to mid-rise, high density (24 to 48 dwelling units per acre) multiple family residential.

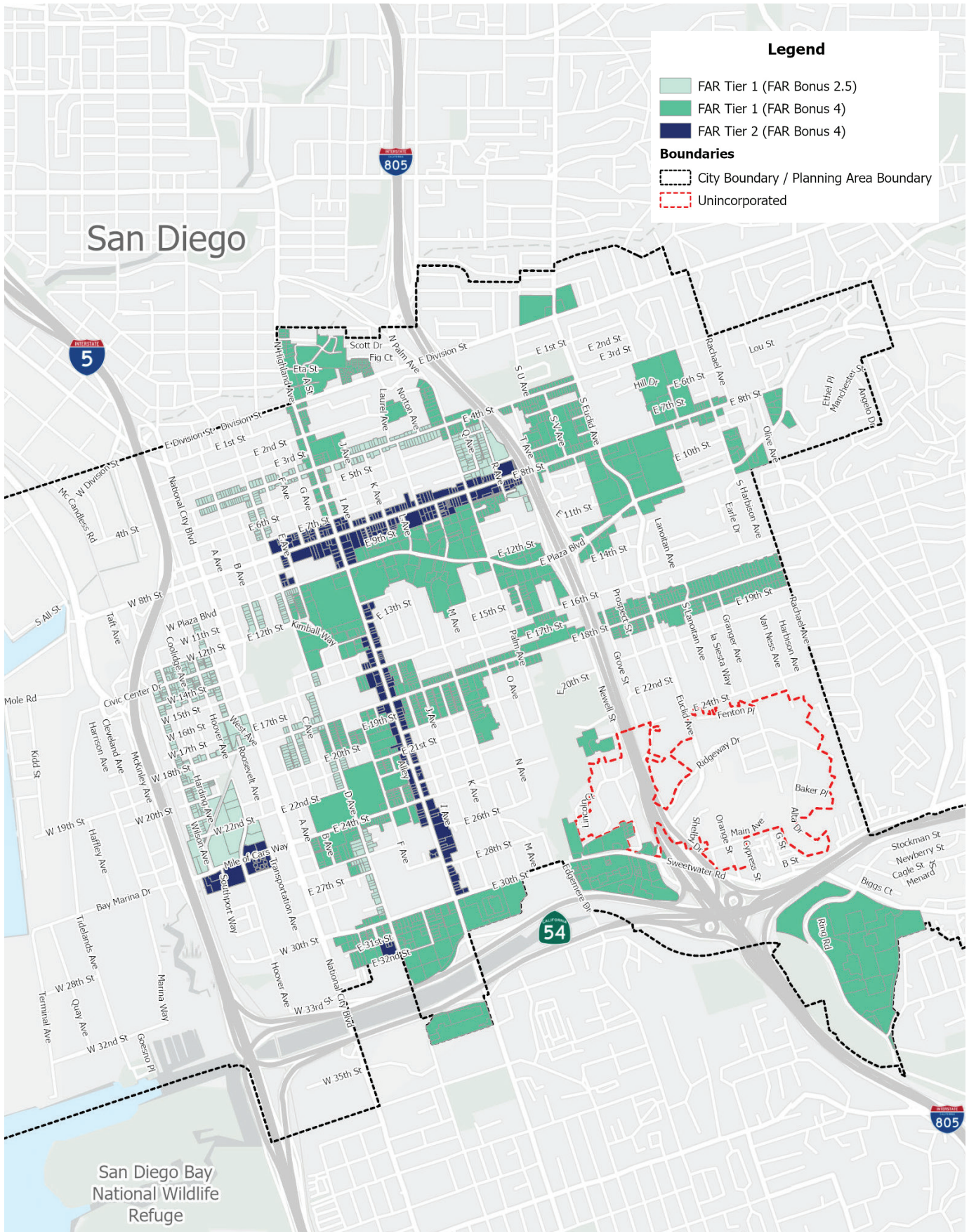
<sup>8</sup> The purpose of the RM-3 zone is to provide for mid- to high-rise, very high density (49 to 75 dwelling units per acre) multiple family residential.

<sup>9</sup> The MXC-2 zone supports the creation of mixed-use corridors that function as important activity centers within the community. Development in the zone is intended to create vibrant places at an urban scale.

<sup>10</sup> The MXD-2 zone supports the creation of mixed-use districts that serve as primary activity centers within the city. These activity centers will function as twenty-four-hour neighborhoods for residents, workers, and visitors.

<sup>11</sup> This is derived by multiplying the lot size of 10,000 by 4.0 FAR which equals 40,000 and typically is built within a building that is 3 to 5 stories in height.

<sup>12</sup> The project's area is reduced by 35% for non-habitable areas such as hallways, open space, etc, (maximum 26,000 sf).



House National City Proposed Tiers Map



## For-Sale Housing

During the December 8, 2021 Community Workshop, community members inquired about including incentives to promote for-sale housing as part of the House National City program. Typically, the decision whether to develop rental or for-sale housing is not included in this type of regulatory framework and other tools may be provided through the City's Housing Authority to promote new for-sale housing development.

In order to respond to the community, as part of the House National City regulations, the State of California's affordable housing density bonus incentives for for-sale housing have been included to provide information and a framework for potential for-sale housing developers.

The following is stipulated in State Government Code but is included in the House National City regulations listed below.

Affordable for sale units must be sold to the initial buyer at an affordable housing cost. Housing-related costs include mortgage loan payments, mortgage insurance payments, property taxes and assessments, homeowner association fees, reasonable utility allowance, insurance premiums, maintenance costs, and space rent.

<b>Very low-income units</b>	Housing costs may not exceed 30% to 50% of the area median income for a household size suitable for the unit
<b>Lower-income units</b>	Housing costs may not exceed 30% to 80% of the area median income for a household size suitable for the unit

Buyers must enter into an equity sharing agreement with the city or county unless the equity sharing requirements conflict with the requirements of another public funding source or law. The equity sharing agreement does not restrict the resale price but requires the original owner to pay the city or county a portion of any appreciation received on resale.

The city/county percentage of appreciation is the purchase price discount received by the original buyer, plus any down payment assistance provided by the city/county. (For example, if the original sales price is \$300,000, and the original fair market value is \$400,000, and there is no city/county down payment assistance, the city/county subsidy is \$100,000, and the city/county's share of appreciation is 25%).

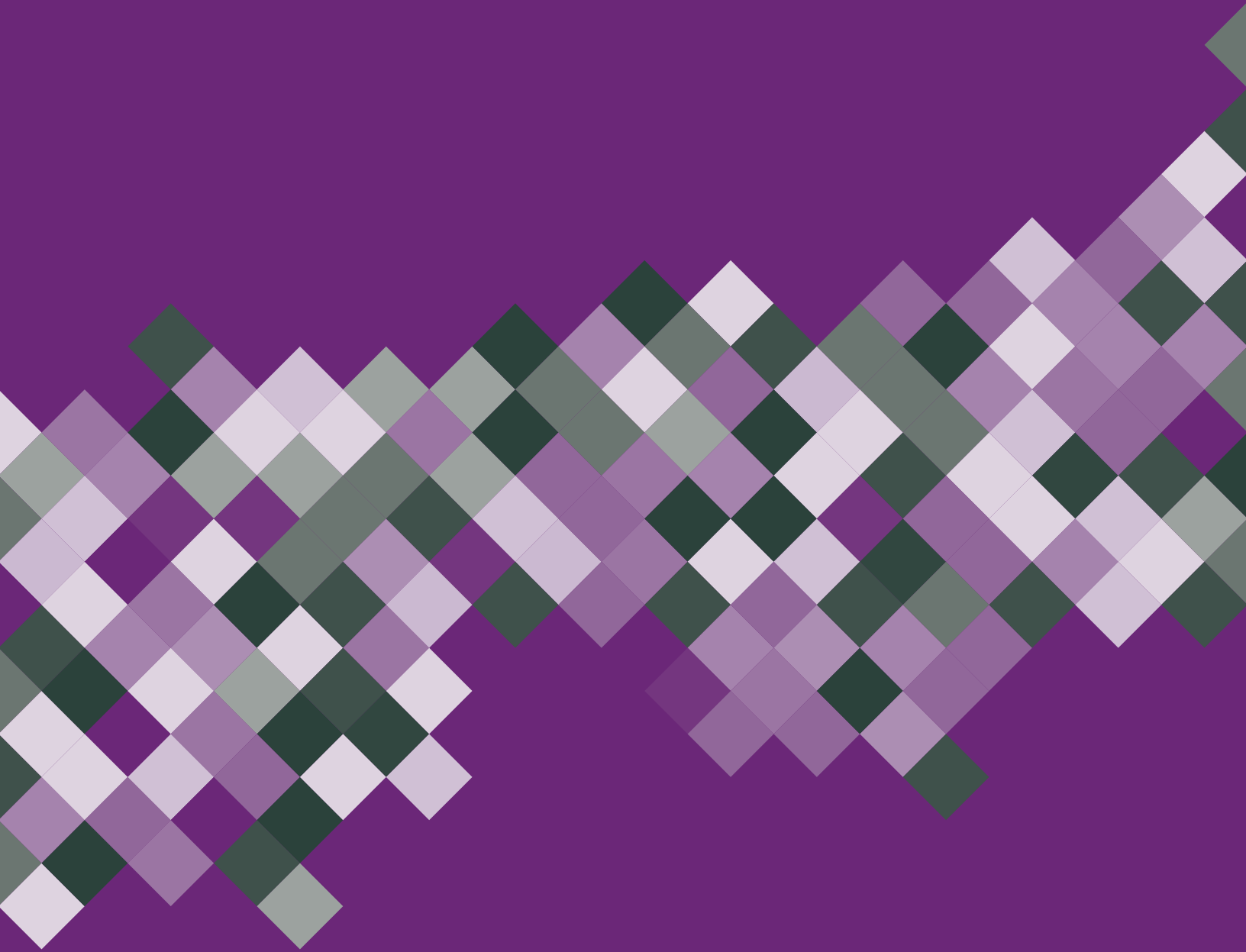


Exhibit B – Please click the link below.

<https://fc.nationalcityca.gov/ui/core/index.html?mode=public&shareto=#expl-tabl./SHARED/!2cAmdTIY983DHlv78OB34/D28QfINrxPmNKjel>

# Focused General Plan Update

## City Council

June 20, 2023



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# **Review of the Supplemental Program Environmental Impact Report**

- Staff recommendation: Provide feedback and input on the Project and Alternate Project Location Alternative
- Planning Commission recommendation: City Council adopt the Alternate Project Location Alternative

# Scope of the Focused General Plan Update

- Housing Element – 6<sup>th</sup> Cycle Update
- Focused Policy Updates
- Updates to Codes, Ordinances, and Development Standards
- Environmental Review

## Purpose of the FGPU

Create a policy framework that articulates a vision for the City’s long-term physical form and development while preserving and enhancing the quality of life for National City’s residents.

### Policies

- Housing Element
- Land Use Element
- Transportation Element
- Safety Element
- Climate Action Plan

### Codes, Ordinances, & Development Standards

- Zoning Code
- Specific Plans
- Objective Design Standards

## Environmental Review

- Supplemental Program Environmental Impact Report (SEIR)

# Project Milestones

Milestone	Date
Project Kick-Off	March 2020
Phase 1 Outreach	August - September 2020
Draft Housing Element	January 2021
Draft Land Use and Transportation Existing Conditions	March 2021
Phase 2 Outreach	March - April 2021
Land Use, Transportation, Safety, and CAP Goals and Policies development	March 2021 - March 2022
24 <sup>th</sup> Street Transit Oriented Development Overlay Approved	June 2021
Housing Element Adopted	August 2021
Housing Element Certified by California Dept. of Housing and Community Development (HCD)	November 2021



# Project Milestones

Milestone	Date
Phase 3 Community Outreach	December 2021 – June 2023
Economic Study	January - September 2022
Traffic Model Run	March - September 2022
SEIR Drafting	April - January 2023
House National City Development	October 2021 - February 2023
Specific Plans Revisions	October 2021 - February 2023
Municipal Code Amendment Development	October 2021 - February 2023
House National City Refinement	March 2023
SEIR Public Review	February - March 2023
House National City – Housing Advisory Committee	February 2023
House National City - City Council	April 2023





## Project Objectives

In accordance with CEQA Guidelines Section 15124(b), the following primary objectives serve to:

- Support the purpose of the project
- Assist the Lead Agency in developing a reasonable range of alternatives to be evaluated in this report
- Ultimately aid decision-makers in preparing findings and overriding considerations, if necessary

## Project Objectives

- Update the City’s General Plan to **integrate new State legislation** and other regional and local regulatory changes into the City’s policies and programs.
- Encourage **smart growth** that is consistent with statewide and regional transportation and planning goals.
- Create a framework for a **mix of land uses**, including residential, commercial, employment, service, agricultural, open space, and recreational uses that accommodate the needs of persons from all income groups and age levels.
- Encourage the development of **complete neighborhoods** that meet the community’s needs for sustainable and high-quality living environments.
- Develop **effective plans**, codes, resolutions, ordinances, and zoning to **implement** the General Plan.

## Project Objectives

- Establish a universally accessible, safe, comprehensive, and **integrated pedestrian and bicycle system**.
- Develop a **comprehensive circulation system** that is safe and efficient for all modes of travel that is coordinated with the regional system.
- **Provide and manage parking** in a way that **balances** economic development, livable neighborhoods, environmental health, and public safety with a compact, multimodal environment.
- Develop a safe and efficient system for the **movement of goods** that **supports commerce** while enhancing the **livability of the community**.
- **Reduce GHG emissions** resulting from local government and community-wide activities within the City.

## **Rezoning of Parcels within Focus Area – the Project**

Various factors taken into consideration when developing the Focus Areas such as:

- Public input
- Existing conditions analysis
- Proximity to:
  - Major transportation corridors
  - Employment centers
  - Transit stops
  - Schools, parks, and other services/amenities
- Recommendations of prior planning studies – TODO and INTRACConnect

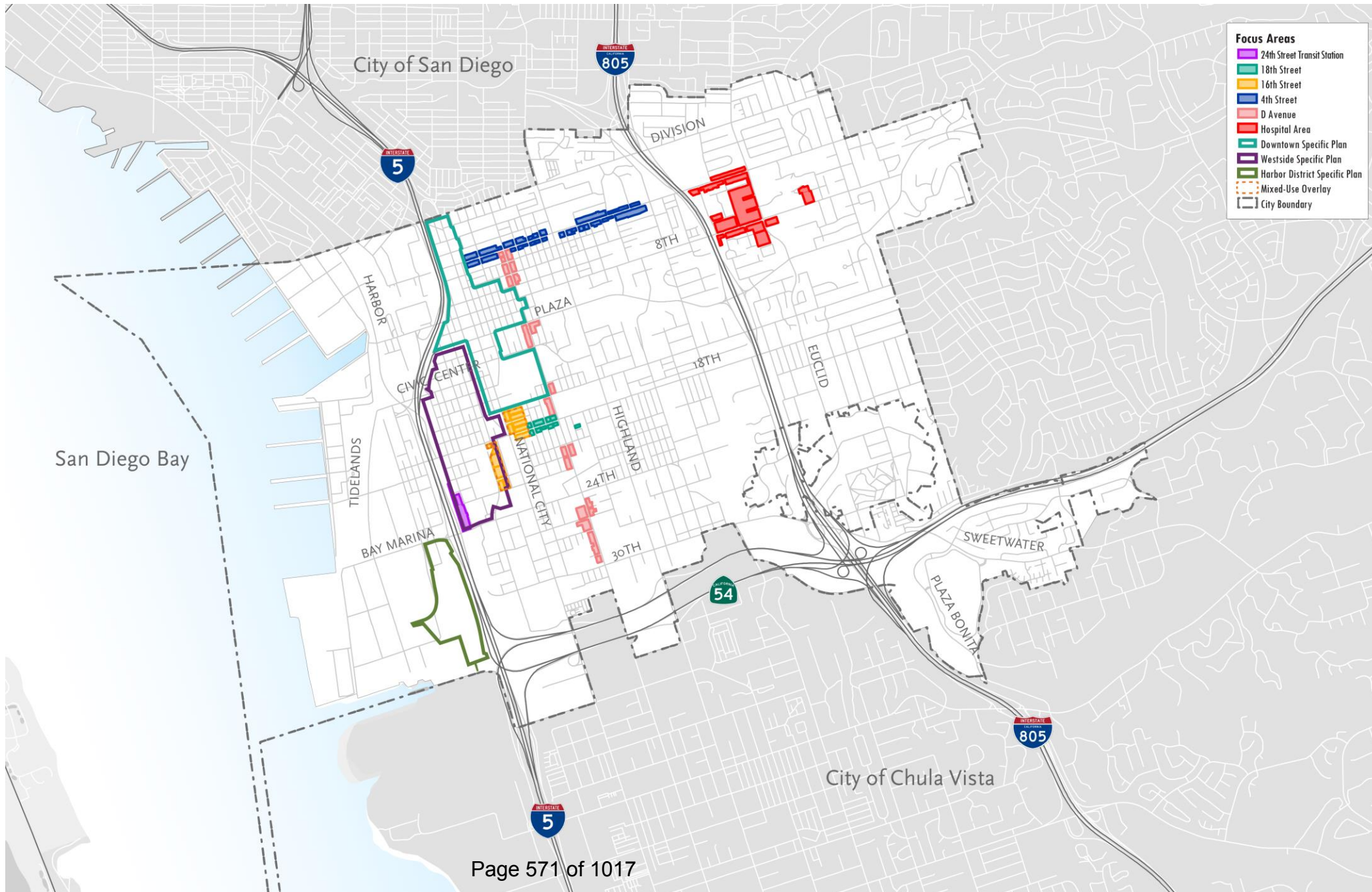


## **Rezoning of Parcels within Focus Area – the Project**

### Focus Areas:

- 24<sup>th</sup> Street
- 18<sup>th</sup> Street
- 4<sup>th</sup> Street
- D Avenue
- Hospital Area
- 16<sup>th</sup> Street

# Proposed Rezoning & Overlay Zones

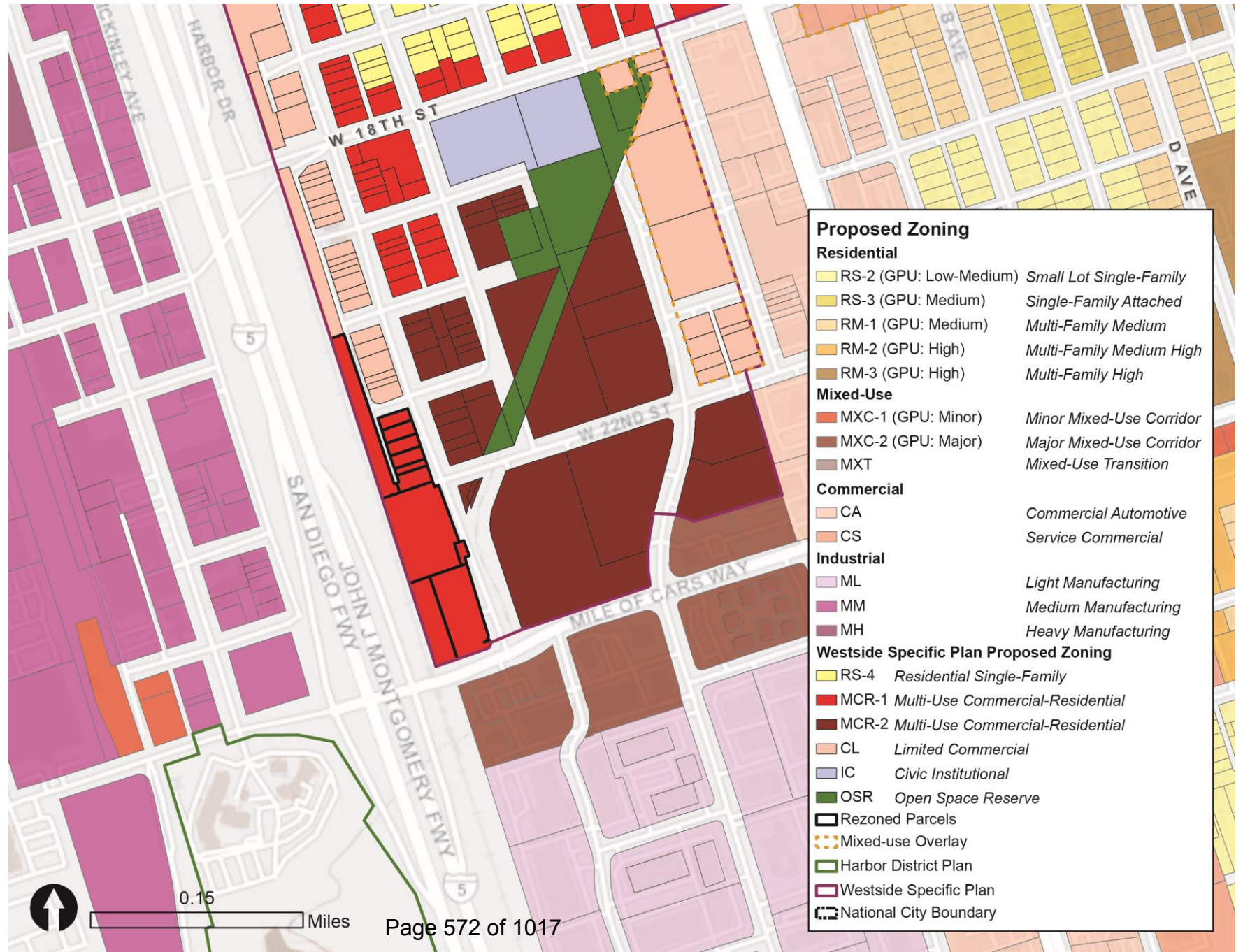


# 24<sup>th</sup> Street

**Rezone to:**  
Multi-Use  
Commercial-Residential  
(MCR-1)

**Density:**  
24 DU/AC

**Height:**  
5 stories/65 ft



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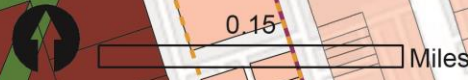
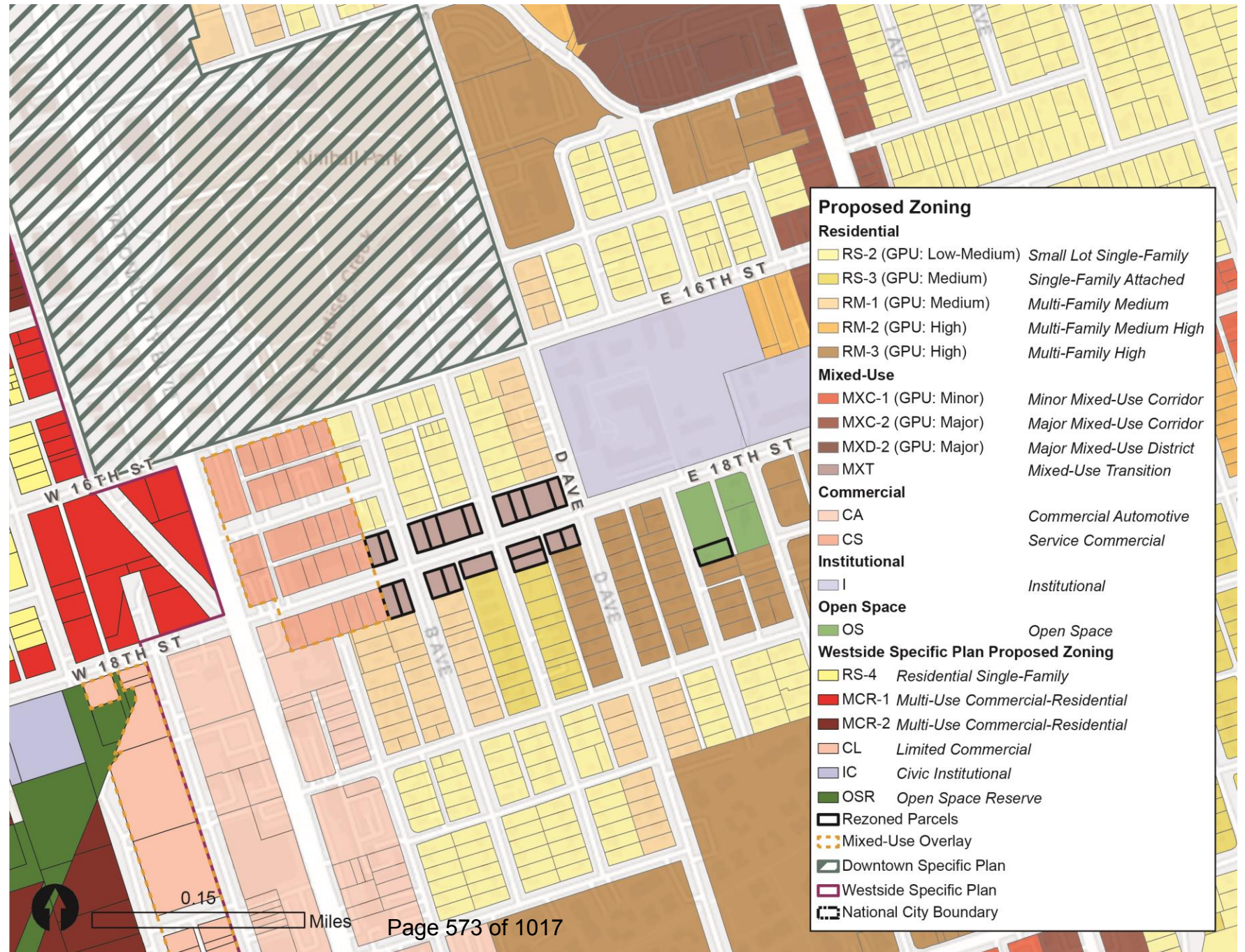
NATIONAL CITY

# 18<sup>th</sup> Street

**Rezone to:**  
Mixed-Use  
Transition (MXT)  
and Open Space  
(OS)

**Density:**  
24 DU/AC

**Height:**  
4 stories/45 ft



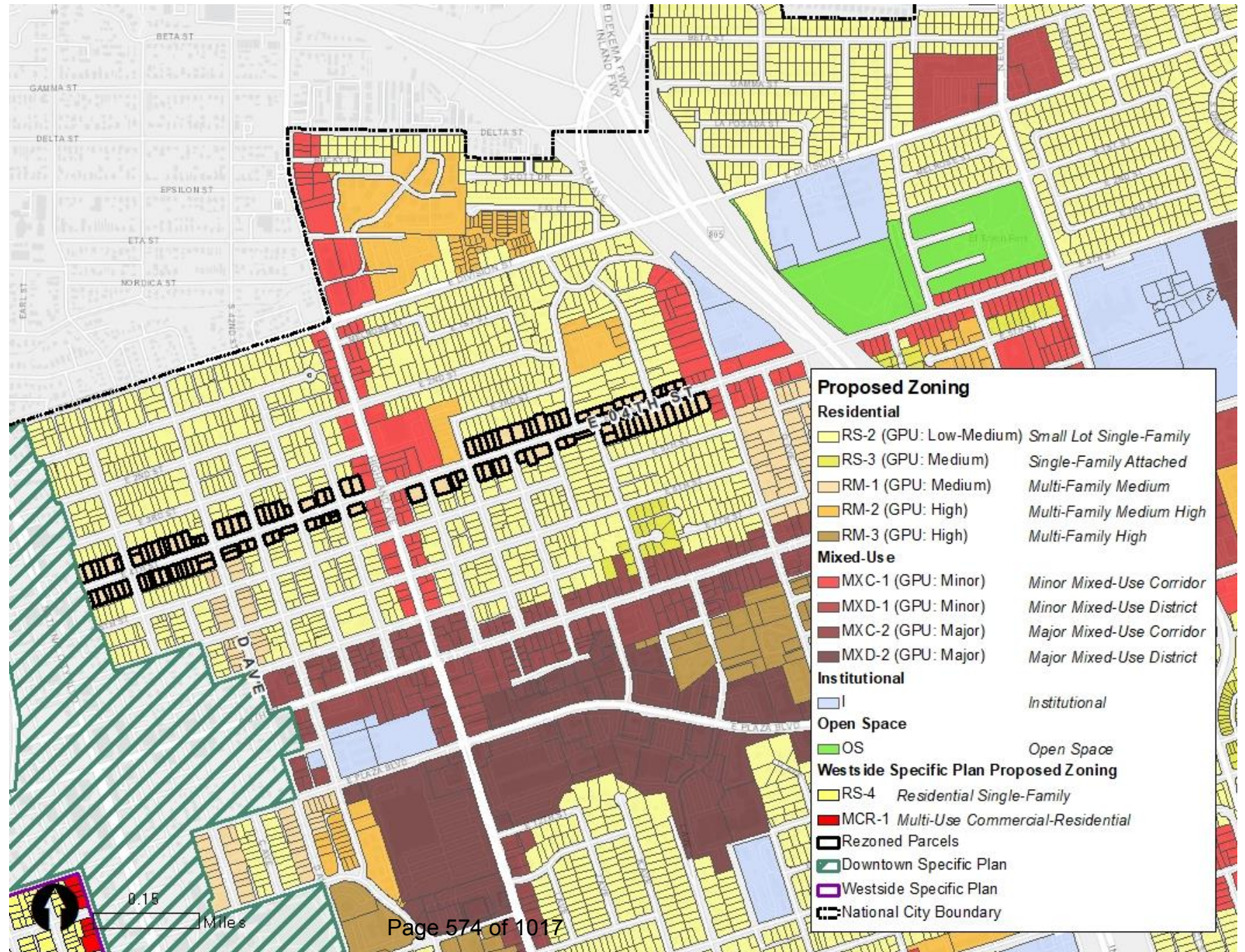


# 4<sup>th</sup> Street

**Rezone to:**  
 Medium Density  
 Multi-Unit  
 Residential (RM-1)

**Density:**  
 23 DU/AC

**Height:**  
 4 stories/45 ft



Proposed Zoning	
<b>Residential</b>	
RS-2 (GPU: Low-Medium)	Small Lot Single-Family
RS-3 (GPU: Medium)	Single-Family Attached
RM-1 (GPU: Medium)	Multi-Family Medium
RM-2 (GPU: High)	Multi-Family Medium High
RM-3 (GPU: High)	Multi-Family High
<b>Mixed-Use</b>	
MXC-1 (GPU: Minor)	Minor Mixed-Use Corridor
MXD-1 (GPU: Minor)	Minor Mixed-Use District
MXC-2 (GPU: Major)	Major Mixed-Use Corridor
MXD-2 (GPU: Major)	Major Mixed-Use District
<b>Institutional</b>	
I	Institutional
<b>Open Space</b>	
OS	Open Space
<b>Westside Specific Plan Proposed Zoning</b>	
RS-4	Residential Single-Family
MCR-1	Multi-Use Commercial-Residential
<ul style="list-style-type: none"> <li>Rezoned Parcels</li> <li>Downtown Specific Plan</li> <li>Westside Specific Plan</li> <li>National City Boundary</li> </ul>	

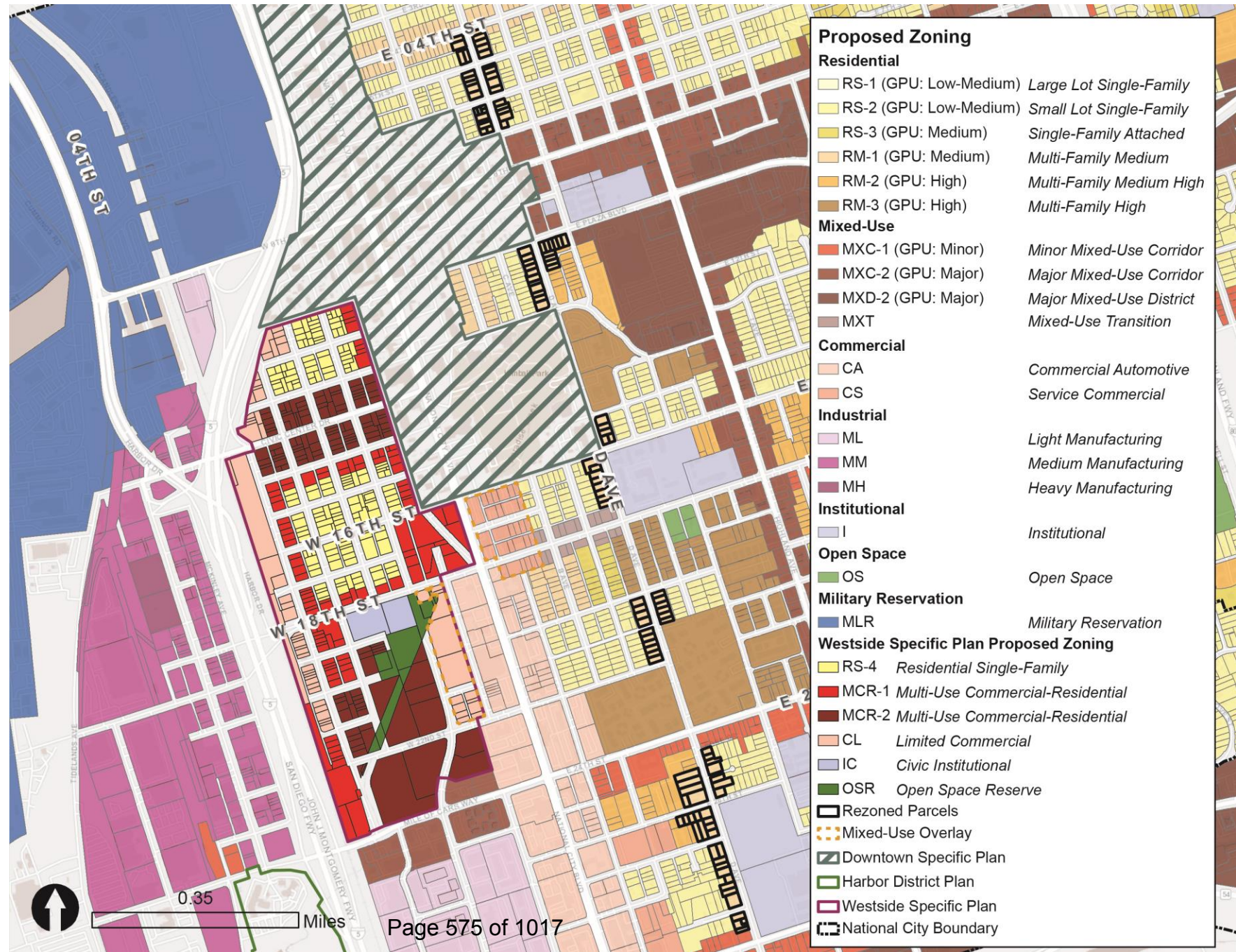


# D Avenue

**Rezone to:**  
 Medium Density  
 Multi-Unit  
 Residential (RM-1)

**Density:**  
 23 DU/AC

**Height:**  
 4 stories/45 ft



Proposed Zoning	
<b>Residential</b>	
RS-1 (GPU: Low-Medium)	Large Lot Single-Family
RS-2 (GPU: Low-Medium)	Small Lot Single-Family
RS-3 (GPU: Medium)	Single-Family Attached
RM-1 (GPU: Medium)	Multi-Family Medium
RM-2 (GPU: High)	Multi-Family Medium High
RM-3 (GPU: High)	Multi-Family High
<b>Mixed-Use</b>	
MXC-1 (GPU: Minor)	Minor Mixed-Use Corridor
MXC-2 (GPU: Major)	Major Mixed-Use Corridor
MXD-2 (GPU: Major)	Major Mixed-Use District
MXT	Mixed-Use Transition
<b>Commercial</b>	
CA	Commercial Automotive
CS	Service Commercial
<b>Industrial</b>	
ML	Light Manufacturing
MM	Medium Manufacturing
MH	Heavy Manufacturing
<b>Institutional</b>	
I	Institutional
<b>Open Space</b>	
OS	Open Space
<b>Military Reservation</b>	
MLR	Military Reservation
<b>Westside Specific Plan Proposed Zoning</b>	
RS-4	Residential Single-Family
MCR-1	Multi-Use Commercial-Residential
MCR-2	Multi-Use Commercial-Residential
CL	Limited Commercial
IC	Civic Institutional
OSR	Open Space Reserve
[Black Outline]	Rezoned Parcels
[Dotted Outline]	Mixed-Use Overlay
[Hatched Outline]	Downtown Specific Plan
[Green Outline]	Harbor District Plan
[Red Outline]	Westside Specific Plan
[Dashed Outline]	National City Boundary

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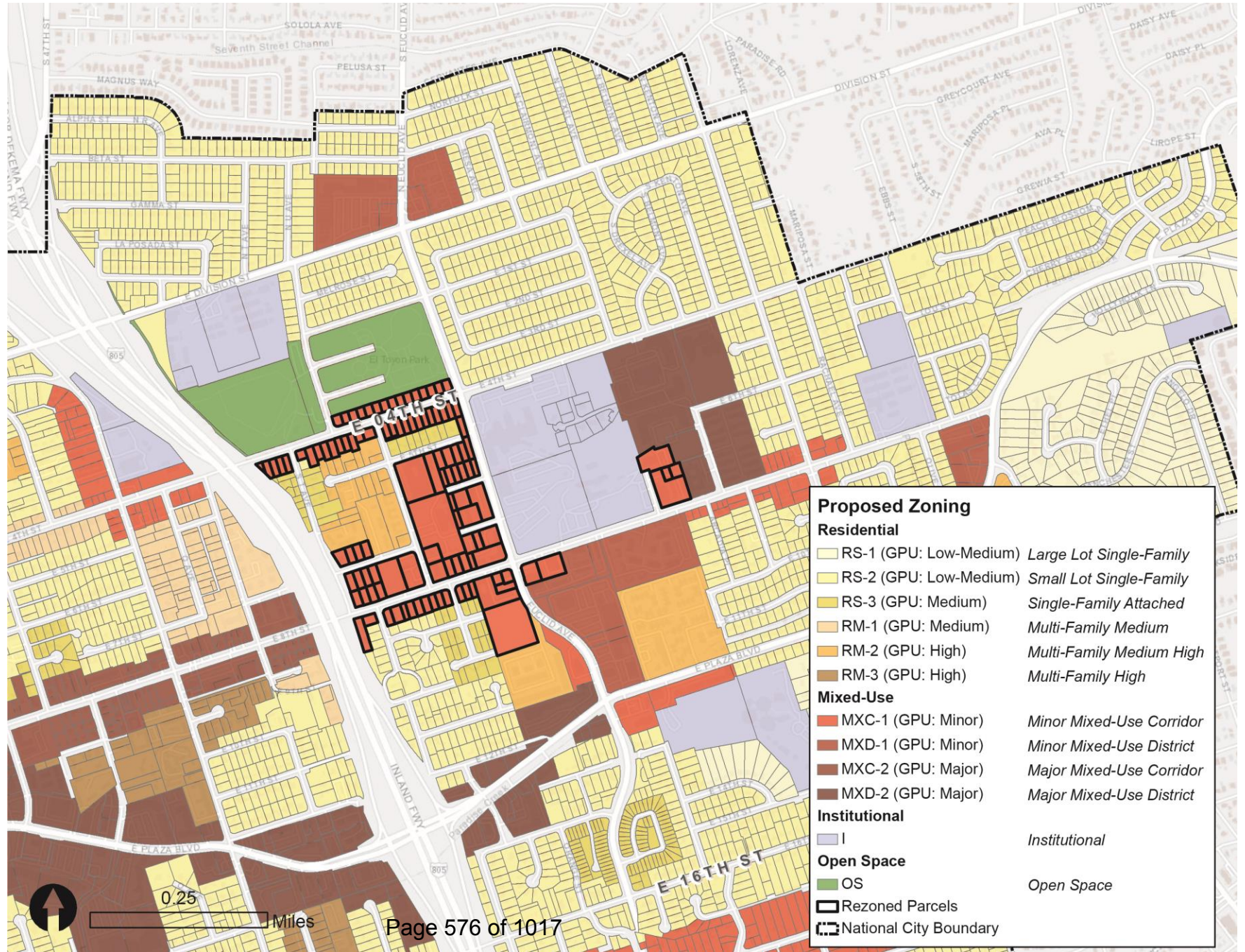
SLIDE 15

# Hospital Area

**Rezone to:**  
Minor Mixed-Use Corridor (MXC-1)

**Density:**  
48 DU/AC

**Height:**  
5 stories/65 ft

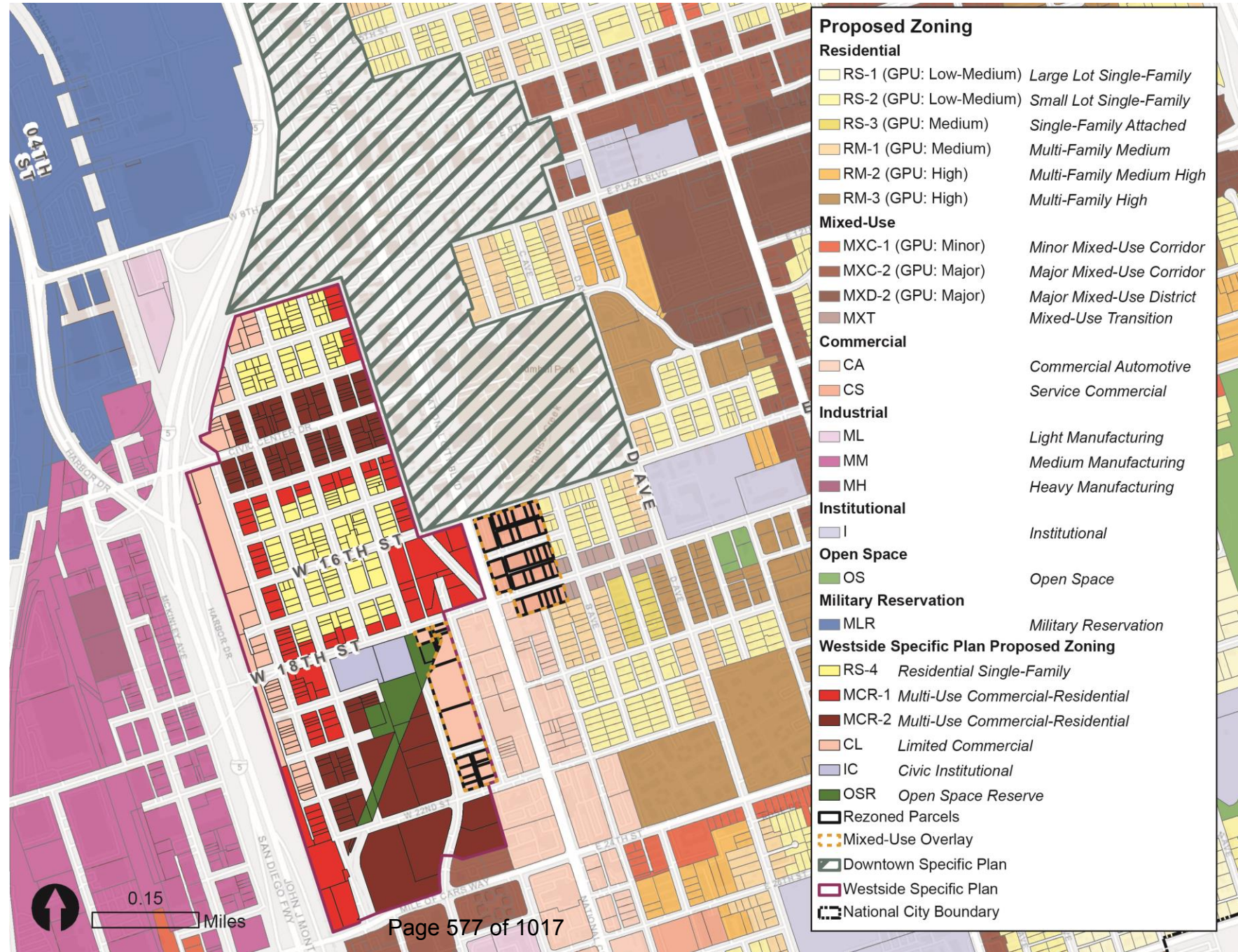


# 16<sup>th</sup> Street

**Rezone to:**  
Mixed-Use  
Overlay

**Density:**  
24 DU/AC

**Height:**  
5 stories/65 ft



## What is CEQA?

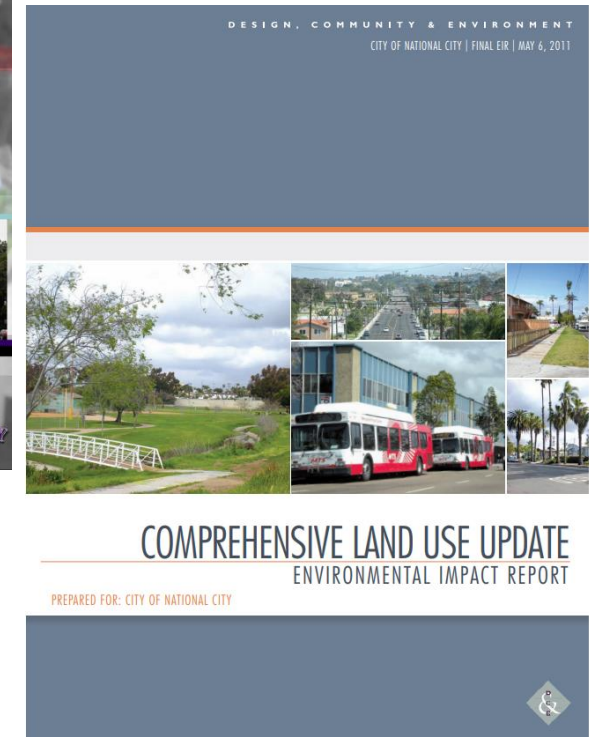
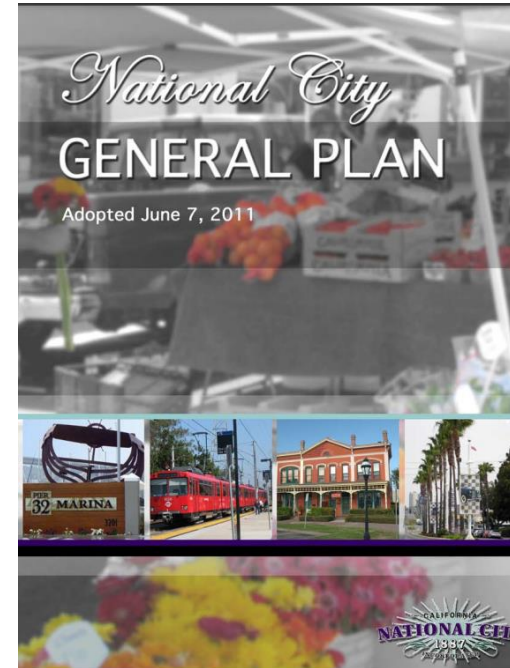
The **California Environmental Quality Act** (CEQA) sets statewide policies that require both state and local agencies to consider the **environmental consequences** of their decisions.

The goal of CEQA is to:

- Provide **information** about the environmental effects of the project.
- Prevent significant environmental damage and identify ways that environmental damage can be avoided (**mitigation/alternatives**).
- Disclose the **basis for the decision** of the project considering its environmental effects.

# Why was a Supplemental Program Environmental Impact Report (SPEIR) prepared?

- **Supplemental** - Is an update to the 2011 General Plan EIR
- **Programmatic** - Analysis of potential impacts from policy changes city-wide. No specific projects are proposed at this time.
- **Disclose/Inform** - The potential significant adverse environmental impacts of the FGPU
- **Mitigate** - Includes recommended mitigation measures which could lessen impacts of future development
- **Alternatives** - to the project are presented to evaluate scenarios that further reduce or avoid significant impacts



## Impacts of the Project

- The Project would result in significant and unmitigated air quality impacts to sensitive receptors in proximity to the I-5 freeway
- All other issues were found to be less than significant

## CEQA Alternatives

- To fully evaluate the environmental effects of projects, the CEQA mandates that alternatives to the project be analyzed
- Section 15126.6 of the CEQA Guidelines requires the discussion of “*a range of reasonable alternatives to the project, or to the location of the project, which would feasibly **attain most of the basic objectives** of the project but would **avoid or substantially lessen any of the significant effects** of the project*” and the evaluation of the comparative merits of the alternatives.
- Alternatives selected for consideration include: the **No Project (Adopted General Plan) Alternative** and the **Alternate Project Location Alternative** (also the Environmentally Superior Alternative)

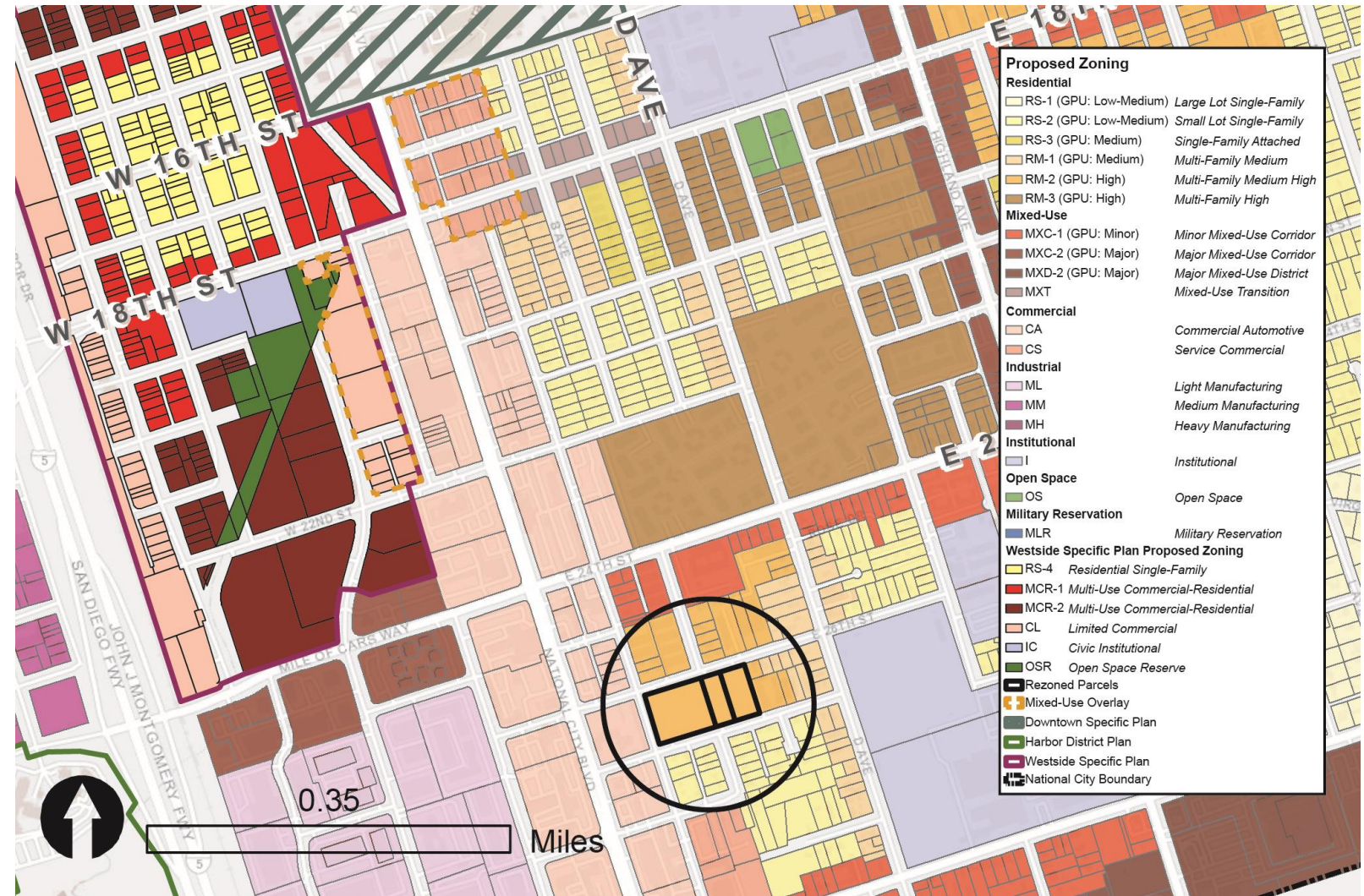


## Alternatives Considered but Rejected

Various sites throughout the Planning Area were considered for inclusion in each Focus Area and ultimately rejected during the FGPU process:

- **TODO - Study Area 2: Hoover Avenue:** *Potential new land use incompatibilities by allowing the co-location of light industrial and residential uses*
- **TODO - Study Area 3: Mile of Cars Way:** *Co-locating residential uses with existing automobile-oriented uses*
- **TODO - Study Area 4A: National City Boulevard (Sub-Area):** *Concerns with co-locating residential uses with existing automobile-oriented uses*
- **TODO - Study Area 4B: National City Boulevard (Sub-Area):** *Concerns with co-locating residential uses with existing automobile-oriented uses*
- **TODO - Study Areas 5A and 5B: Highland Avenue:** *Already zoned mixed-use, TODO recommendation was design guideline focused*

# Alternate Project Location Alternative



## **Alternate Project Location Alternative**

- Excludes 24<sup>th</sup> Street Transit Station
- Replaces density at alternate site
- Nets additional 119 dwelling units
- Reduces of 87,705 sf of commercial
- Reduces air quality and noise impacts
- Environmentally superior alternative

## **Findings of Fact and Statement of Overriding Considerations**

- Significant and unavoidable impacts in Air Quality
- Most potentially significant impacts will occur regardless of the alternative chosen, including the “no project alternative,” which assumes the 2011 Plan remains in place

## Findings of Fact and Statement of Overriding Considerations

- The City has identified the need to serve the residents of National City and the region; to meet projected increases in demand for housing opportunities; and to further become a resilient, transit-oriented development community by providing a framework for future development through 2050.
- The FGPU will provide opportunities for infill development of new housing and commercial properties, specifically in proximity to transit corridors.
- The FGPU provides guidance to improve vehicular, pedestrian, and bicycle connections and circulation.
- The FGPU provides a framework to reduce citywide GHG emissions to meet state reduction targets.
- The FGPU provides guidance for smart growth that will encourage the development of complete neighborhoods that meet the community's needs for sustainable and high-quality living environments.

## **Findings of Fact and Statement of Overriding Considerations**

The Statement acknowledges the significant and unavoidable impacts of the implementation of the FGPU project but provides findings supporting the position that FGPU conveys social, legal, economic, technological, and other benefits that outweigh such impacts. Once the General Plan Update EIR has been certified and the plan adopted, the EIR will then be used to inform and streamline CEQA review for future development projects in the City.

# Public Meetings/ Hearings

Meeting/Hearing	Date
City Council - Information	June 20, 2023
Planning Commission - Action Recommendation	August 7, 2023
City Council - Action Adoption	August 15, 2023
City Council - Second Reading	September 5, 2023

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# **Review of the Supplemental Program Environmental Impact Report**

- Staff recommendation: Provide feedback and input on the Project and Alternate Project Location Alternative



# Questions?



# AGENDA REPORT

Department: Planning  
Prepared by: Martin Reeder, AICP – Planning Manager  
Meeting Date: Tuesday, June 20, 2023  
Approved by: Armando Vergara, Interim City Manager

---

**SUBJECT:**

Public Hearing and Resolution Confirming the Assessment and Ordering the Levy 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, Confirming the Assessment and Ordering the Levy 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 a resolution to allow the District to continue operating with funding through a special tax levy on properties within the District. The resolution would confirm the assessment and order the levy on behalf of the District for Fiscal Year 2023/24 based on the Engineer’s 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,  
CONFIRMING THE ASSESSMENT AND ORDERING THE LEVY FOR THE LANDSCAPE  
MAINTENANCE DISTRICT NO. 1 (MILE OF CARS) FOR FISCAL YEAR 2023-24**

**WHEREAS**, the 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, by previous resolution adopted on June 6, 2023, declared its intention to hold a Public Hearing concerning the levy and collection of assessments within the Assessment District; and

**WHEREAS**, a Public Hearing has been held and concluded and notice thereof was duly given in accordance with Section 22626 of the Act; and

**WHEREAS**, at the time and place specified in the Resolution of Intention, the City conducted such hearing and considered all objections to the assessment.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** by the City Council, as follows:

1. Confirmation of Assessment and Diagram: The Council hereby confirms the assessment and the diagram as is described in full detail in the Annual Report on file with the Clerk.
2. Levy of Assessment: Pursuant to Section 22631 of the Act, the adoption of this Resolution shall constitute the levy of an assessment for the fiscal year commencing July 1, 2023 and ending June 30, 2024.
3. Ordering of the Levy: The Council hereby orders NBS to prepare and submit the levy of assessments to San Diego County for placement on the Fiscal Year 2023-24 secured property tax roll.

**PASSED and ADOPTED** this 20<sup>th</sup> day of June, 2023.

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Ron Morrison, Mayor

ATTEST:

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Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

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Barry J. Schultz, City Attorney



# AGENDA REPORT

**Department:** Engineering  
**Prepared by:** Ricardo Rodriguez, Assistant Engineer-Civil  
**Meeting Date:** Tuesday, June 20, 2023  
**Approved by:** Armando Vergara, Interim City Manager

**SUBJECT:**

Public Hearing and adoption of a Resolution accepting the National City Fiscal Year 2023-2024 Tax Roll Sewer Service Fees Report.

**RECOMMENDATION:**

Hold a Public Hearing and Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Accepting the National City 2023-2024 Tax Roll Sewer Service Fees Report, Which Identifies by Parcel Number, Each Parcel of Real Property Receiving Sewer Services and the Amount of Sewer Charges for Each Parcel for FY 2023-24 as Required by the California Health and Safety Code Section 5473 et seq., Pertaining to Collection of Sewer Charges on the Tax Roll, Directing the City Clerk to File the Report with the County of San Diego Auditor and Controller, and Directing the City Engineer to Submit a Certification of the Sewer Service Charges to the County of San Diego Auditor and Controller.”

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**

Not Applicable.

**EXPLANATION:**

The City of National City provides sewer services to about 9,000 customers. A Public Hearing is required annually for the preparation and approval of the sewer service charges to be placed on the tax roll. Sewer Service Charges are collected annually concurrently with property taxes. Collecting Sewer Service Charges through the Tax Roll avoids a separate and costly billing process. The charges described in this report are based upon the rates shown in Table 1, National City Sewer Service Rates for FY 2023-24 that were previously approved and have been extended through the prior adoption of an Ordinance Establishing Sewer Service Charges for FY 2023-24.

National City Sewer Services Rates for Fiscal Years 2023-2024 and 2024-2025 were adopted as shown below:

Residential Flat Rates (per month)	Fiscal Year	Fiscal Year
	2023-2024	2024-2025
	Monthly	Monthly
Single Family Residence	\$ 51.18	\$ 51.18
Multi-Family Residence	\$ 39.92	\$ 39.92
Mobile Homes	\$ 31.22	\$ 31.22

Commercial Variables Rates (per HCF)

Strength Category	Suspended Solids/BOD Strength	Fiscal Year 2023-2024	Fiscal Year 2024-2025
Commercial – Low	< 200 PPM	\$5.25	\$5.25
Commercial - Medium Low	201 to 280 PPM	\$5.66	\$5.66
Commercial - Medium	281 to 420 PPM	\$6.80	\$6.80
Commercial - Medium High	421 to 600 PPM	\$7.95	\$7.95
Commercial – High	> 600 PPM	\$ 9.88	\$ 9.88

This is a request to conduct a Public Hearing on the National City Tax Roll Report and to subsequently adopt a resolution approving the collection of sewer service charges on the tax roll, as authorized by the Uniform Sewer Ordinance and County Water Service Ordinance.

The Public Hearing is to consider adoption of the report, which summarizes the methodology and identifies by parcel number, each parcel of real property receiving sewer services, and the amount of sewer service charges for each parcel for FY 2023-24 as required by the California Health and Safety Code Section 5473, et seq., pertaining to collection of sewer service charges on the tax roll. Said report is provided as Exhibit A and is on file with the Office of the City Clerk. The Notice of Public Hearing was published by the City Clerk’s Office in accordance with Government Code Section 66017, on the dates of June 2, 2023 and June 9, 2023.

Pursuant to Ordinance No. 2017-2442, adopted by the City Council on December 5, 2017, the City Council 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.

The City of National City sewer services fees for residential customers are monthly flat rates based on the type of residential dwelling. For commercial and industrial customers, the sewer service charges are variable and based on annual water consumption and the strength of the sewage they generate (low, medium, or high).

**FINANCIAL STATEMENT:**

Fiscal Year 2023-2024 Sewer Service Fees on the Tax Roll - \$11,812,447  
Revenue Account No. 125-22222-3563

**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 on Friday, June 2 and June 9, 2023.

**ORDINANCE:**

Not Applicable

**EXHIBITS:**

Exhibit A – Tax Roll Report with Appendix  
Exhibit B – Resolution

City of National City Sewer Tax Roll Fiscal Year 2023-2024  
April 28, 2023



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This report has been prepared and submitted by Carmen C. Kasner



Carmen C. Kasner, RCE 50856

April 28, 2023



# INTRODUCTION

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The City of National City (City) provides sewer services to approximately 9,000 customers. Sewer service charges are collected concurrently with property taxes. Some property owners are hand-billed, those entities include public agencies and schools.

A Public Hearing is required for the preparation and approval of the sewer tax roll. Collecting sewer service charges via the property tax roll allows the City to avoid additional expenditures associated with a separate billing process.

The purpose of this report is to support the Public Hearing where the Council will consider adoption of this tax roll report. This report identifies by parcel number, each parcel of real property receiving sewer services and the amount of sewer charges for each parcel for Fiscal Year 2023-2024 (FY23-24), as required by the California Health and Safety Code Section 5473, et seq., pertaining to collection of sewer charges on the tax roll. Said report is included as Attachment A and will be on file with the Office of the City Clerk. The Notice of Public Hearing was published by the City Clerk's Office in accordance with Government Code Section 66017.

The Public Hearing, on this tax roll report, will include adoption of a resolution approving collection of the approved sewer service charges on the tax roll, as authorized by the Uniform Sewer Ordinance and County Water Service Ordinance.

# ENGINEER’S REPORT

This Engineer’s Report (“Report”) has been prepared for the City of National City for Fiscal Year 2023-2024.

## PART A – PLANS AND SPECIFICATIONS

The City’s 2017 sewer rate study adopted by the City Council in December 2017 includes details on the services, improvements, and activities to be funded by the sewer services charges within the City and identified the need to raise sewer service charges for future fiscal years. Concurrent with this report is the second reading of an ordinance by the City Council for the extension of the rates at the current levels for Fiscal Years 2023-24 and 2024-2025. Therefore for this report which covers Fiscal Year 2023-2024 (FY23-24), those rates have been held level for this tax roll report.

## PART B – ESTIMATE OF COSTS

The following table summarizes the five-year rate plan adopted by the City Council in December 2017. The rate adjustment schedule is commensurate with projected Regional Wastewater treatment cost increases and local operational and capital improvements needed. The cost of wastewater collection, transportation and treatment have increased dramatically in recent years and the forecast is for costs to continue to increase in the coming years but the City has been able to balance those costs with other reserves and therefore not rate increase is proposed for the next two years.

### City of National City Sewer 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

<u>Commercial Variables Rates (per HCF)</u>				
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	281to 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

## PART C – CHARGE CALCULATION & PROPOSED CHARGES

Pursuant to Ordinance No. 2017-2442 passed on December 5, 2017, the City Council adopted a five-year sewer service fee rate adjustment schedule commensurate with projected Regional Wastewater treatment cost increases and elected to have sewer service charges collected on the tax roll. Concurrent with review of this document is council action to approve extending those rates for the next two years via the second reading of an ordinance. There for those FY22-23 rates have been used to develop the tax roll.

The City of National City sewer services fees for residential and multi-family customers are applied as monthly flat rates for domestic users. For commercial and industrial customers, the monthly charges are variable and based on water consumption and the strength of the sewage they generate (rated as low, medium low, medium, medium high or high).

The County will split the annualized sewer service bill total across the two tax bill payments. There are properties that will have handbills created and delivered. This includes properties owned by public entities such as the Port of San Diego and several School/Community College Districts.

### Wastewater Treatment Costs/Pass Through Costs

The costs of wastewater collection, transportation and treatment have increased dramatically in recent years and the forecast is for costs to continue to increase in the coming years. The City of National City is a member of the Metro Wastewater Joint Powers Association (Metro JPA), a twelve-member agency, which uses the City of San Diego treatment facilities, at the Point Loma Treatment Plant located in Point Loma, San Diego and the North City Treatment Plant in the Miramar area, to treat their wastewater.

The Metro JPA shares the cost of the operation and maintenance of this plant and related infrastructure with the City of San Diego. The City of San Diego is implementing the Pure Water Program with projects around the North City Treatment plant, which also requires some cost sharing for the infrastructure associated with the treatment of the wastewater generated from the JPA. The City is closely monitoring the actual impact on treatment costs as the Pure Water Program costs become more certain.

The City does have the authority by State statute, the option to pass through any increases from other agencies with any annual billing (such as treatment by the City of San Diego). For the FY23-24 tax roll billing, there is no proposed pass-through increase required.

Summary

Below is a summary of the billings included in Attachment A:

	All Billing Types	Total on Tax Roll	Total Handbill
FY 23-24 Total Sewer Billing	\$12,090,683	\$11,812,447	\$278,236
Number of accounts	9043	8978	65

Totals of all types of billing by Classification. The totals below are before rounding for the tax roll to allow for equal split of tax bills and thus do not exactly match the summary of billings above:

	FY23-24 Total Charges
All Billing types	\$12,090,683
Commercial	\$3,191,248
Multi/Single Family Res	\$8,764,565
Mobile Homes	\$134,870
Regular Tax Roll	\$11,812,447
Commercial	\$2,913,012
Multi/Single Family Res	\$8,764,565
Mobile Homes	\$134,870
Hand Bills	\$278,236
Commercial	\$278,236
Residential	\$0

PART D – BOUNDARY DIAGRAM

Below is a Diagram showing the exterior boundaries of the territory within the City of National City subject to annual sewer services charges, which is coterminous with the boundaries of the City of National City. Parcel identification, the lines and dimensions of each lot, parcel, and subdivision of land within proposed sewer services boundary correspond to the San Diego County Assessor's Parcel Maps for said parcels as they existed at the time this Report was prepared and shall include all subsequent subdivisions, lot-line adjustments or parcel changes therein. Reference is hereby made to the San Diego County Assessor's maps for a detailed description of the lines and dimensions of each lot and parcel of land within the City of National City and subject to the proposed annual sewer services charges to be levied on behalf of the City.



**APPENDIX A**  
**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5514700100	\$614.16	5514802600	\$128,382.72	5515901800	\$614.16
5514700200	\$614.16	5514900100	\$1,093.20	5515902100	\$1,093.20
5514700300	\$614.16	5514900200	\$1,093.20	5515902200	\$614.16
5514700400	\$614.16	5514900300	\$1,093.20	5515902300	\$614.16
5514700500	\$614.16	5514900400	\$1,093.20	5515902400	\$614.16
5514700600	\$614.16	5514900500	\$1,093.20	5516000400	\$614.16
5514700700	\$614.16	5514900900	\$1,093.20	5516000500	\$614.16
5514700800	\$614.16	5514901000	\$1,093.20	5516000600	\$614.16
5514700900	\$614.16	5514901100	\$1,093.20	5516000700	\$614.16
5514702000	\$472.22	5514901200	\$1,093.20	5516000800	\$614.16
5514702500	\$614.16	5514901300	\$1,093.20	5516000900	\$614.16
5514702600	\$614.16	5514901400	\$1,093.20	5516001000	\$614.16
5514702700	\$614.16	5514901500	\$1,093.20	5516001100	\$614.16
5514702800	\$614.16	5514901600	\$1,093.20	5516001200	\$614.16
5514702900	\$614.16	5514901700	\$1,093.20	5516001300	\$614.16
5514703000	\$614.16	5514901800	\$1,093.20	5516002100	\$614.16
5514703100	\$614.16	5514902500	\$1,093.20	5516111300	\$1,093.20
5514703200	\$614.16	5514902700	\$1,093.20	5516111500	\$614.16
5514703300	\$614.16	5514902800	\$1,093.20	5516130100	\$1,093.20
5514703400	\$614.16	5514902900	\$1,093.20	5516130600	\$614.16
5514703500	\$614.16	5514903000	\$1,093.20	5516130800	\$614.16
5514703600	\$614.16	5514903100	\$1,093.20	5516130900	\$614.16
5514703700	\$614.16	5514903200	\$1,093.20	5516131000	\$614.16
5514703800	\$614.16	5514903300	\$1,093.20	5516131100	\$614.16
5514703900	\$614.16	5514903400	\$1,093.20	5516131400	\$1,093.20
5514704100	\$614.16	5514903500	\$1,093.20	5516131500	\$614.16
5514704700	\$3,094.40	5514903600	\$1,093.20	5516500100	\$614.16
5514704900	\$1,916.16	5514903700	\$1,093.20	5516500200	\$614.16
5514800200	\$614.16	5515700500	\$614.16	5516500300	\$614.16
5514800300	\$614.16	5515701300	\$1,093.20	5516500400	\$614.16
5514800400	\$614.16	5515701400	\$614.16	5516500500	\$614.16
5514800500	\$614.16	5515701500	\$1,093.20	5516500600	\$614.16
5514800600	\$614.16	5515701600	\$1,437.12	5516500700	\$614.16
5514800800	\$614.16	5515701900	\$21,077.76	5516500800	\$614.16
5514800900	\$614.16	5515702000	\$34,770.22	5516500900	\$614.16
5514801000	\$614.16	5515702100	\$33,342.96	5516501000	\$614.16
5514801600	\$614.16	5515900800	\$614.16	5516501100	\$614.16
5514801900	\$614.16	5515900900	\$614.16	5516501200	\$614.16
5514802200	\$614.16	5515901000	\$614.16	5516501300	\$614.16
5514802300	\$614.16	5515901400	\$614.16	5516501400	\$614.16

**APPENDIX A**  
**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5516501500	\$614.16	5522410600	\$614.16	5522810800	\$614.16
5516501600	\$614.16	5522410700	\$614.16	5522810900	\$614.16
5516501700	\$614.16	5522410800	\$614.16	5522811000	\$614.16
5516501800	\$614.16	5522410900	\$614.16	5522820100	\$614.16
5516501900	\$614.16	5522411000	\$614.16	5522820200	\$614.16
5516502000	\$614.16	5522411100	\$614.16	5522820300	\$614.16
5516502100	\$614.16	5522411200	\$614.16	5522820400	\$614.16
5516502200	\$614.16	5522411300	\$614.16	5522820500	\$614.16
5516502300	\$614.16	5522411400	\$614.16	5522820600	\$614.16
5516502400	\$614.16	5522411500	\$614.16	5522820700	\$614.16
5516502500	\$614.16	5522411600	\$614.16	5522820800	\$614.16
5516502600	\$614.16	5522411700	\$614.16	5522820900	\$614.16
5516502700	\$614.16	5522411800	\$614.16	5522821000	\$614.16
5516502800	\$614.16	5522411900	\$614.16	5522821100	\$614.16
5516502900	\$614.16	5522412000	\$614.16	5522821200	\$614.16
5516503000	\$614.16	5522600100	\$614.16	5522821300	\$614.16
5516503100	\$614.16	5522600200	\$614.16	5522821400	\$614.16
5516503200	\$614.16	5522600300	\$614.16	5522821500	\$614.16
5516503300	\$614.16	5522600400	\$614.16	5522821600	\$614.16
5516503400	\$614.16	5522600500	\$614.16	5522821700	\$614.16
5516503500	\$614.16	5522600600	\$614.16	5522821800	\$614.16
5516503600	\$614.16	5522600700	\$614.16	5522821900	\$614.16
5516503700	\$614.16	5522600800	\$614.16	5522822000	\$614.16
5516503800	\$614.16	5522600900	\$614.16	5522830100	\$614.16
5516503900	\$614.16	5522601000	\$614.16	5522830200	\$614.16
5516504000	\$614.16	5522601100	\$614.16	5522830300	\$614.16
5516504100	\$614.16	5522601200	\$614.16	5522830400	\$614.16
5516504200	\$614.16	5522601300	\$614.16	5522830500	\$614.16
5516504300	\$614.16	5522601400	\$614.16	5522830600	\$614.16
5516504400	\$614.16	5522601500	\$614.16	5522830700	\$614.16
5516504500	\$614.16	5522601600	\$614.16	5522830800	\$614.16
5516504600	\$614.16	5522601700	\$614.16	5522830900	\$614.16
5516504700	\$614.16	5522601800	\$614.16	5522831000	\$614.16
5516504800	\$614.16	5522810100	\$614.16	5522831100	\$15,531.86
5516504900	\$614.16	5522810200	\$614.16	5522831200	\$374.64
5522410100	\$614.16	5522810300	\$614.16	5522910100	\$614.16
5522410200	\$614.16	5522810400	\$614.16	5522910200	\$614.16
5522410300	\$614.16	5522810500	\$614.16	5522910300	\$614.16
5522410400	\$614.16	5522810600	\$614.16	5522910400	\$614.16
5522410500	\$614.16	5522810700	\$614.16	5522910500	\$614.16

**APPENDIX A**  
**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5522910600	\$614.16	5523011700	\$614.16	5523020932	\$479.04
5522910700	\$614.16	5523011900	\$614.16	5523020933	\$479.04
5522910800	\$614.16	5523020200	\$614.16	5523020934	\$479.04
5522910900	\$614.16	5523020300	\$614.16	5523020935	\$479.04
5522911000	\$614.16	5523020400	\$614.16	5523020936	\$479.04
5522911100	\$614.16	5523020500	\$614.16	5523020937	\$479.04
5522911200	\$614.16	5523020600	\$614.16	5523020938	\$479.04
5522911300	\$614.16	5523020700	\$614.16	5523020939	\$479.04
5522920100	\$614.16	5523020800	\$614.16	5523020940	\$479.04
5522920200	\$614.16	5523020901	\$479.04	5523020941	\$479.04
5522920300	\$614.16	5523020902	\$479.04	5523020942	\$479.04
5522920400	\$614.16	5523020903	\$479.04	5523020943	\$479.04
5522920500	\$614.16	5523020904	\$479.04	5523021300	\$749.28
5522920600	\$614.16	5523020905	\$479.04	5523030100	\$614.16
5522920700	\$614.16	5523020906	\$479.04	5523030200	\$614.16
5522920800	\$614.16	5523020907	\$479.04	5523030300	\$614.16
5522920900	\$614.16	5523020908	\$479.04	5523030400	\$614.16
5522921000	\$614.16	5523020909	\$479.04	5523030500	\$614.16
5522921100	\$614.16	5523020910	\$479.04	5523030600	\$614.16
5522921200	\$614.16	5523020911	\$479.04	5523030700	\$614.16
5522921300	\$614.16	5523020912	\$479.04	5523030900	\$614.16
5522921400	\$614.16	5523020913	\$479.04	5523031000	\$614.16
5522921500	\$614.16	5523020914	\$479.04	5523031100	\$614.16
5522921600	\$614.16	5523020915	\$479.04	5523031200	\$614.16
5523010100	\$614.16	5523020916	\$479.04	5523031300	\$614.16
5523010200	\$614.16	5523020917	\$479.04	5523031400	\$614.16
5523010300	\$614.16	5523020918	\$479.04	5523031500	\$614.16
5523010400	\$614.16	5523020919	\$479.04	5523110100	\$614.16
5523010500	\$614.16	5523020920	\$479.04	5523110200	\$614.16
5523010600	\$614.16	5523020921	\$479.04	5523110300	\$614.16
5523010700	\$614.16	5523020922	\$479.04	5523110400	\$614.16
5523010800	\$614.16	5523020923	\$479.04	5523110500	\$614.16
5523010900	\$614.16	5523020924	\$479.04	5523110600	\$614.16
5523011000	\$614.16	5523020925	\$479.04	5523110700	\$614.16
5523011100	\$614.16	5523020926	\$479.04	5523110800	\$614.16
5523011200	\$614.16	5523020927	\$479.04	5523110900	\$614.16
5523011300	\$614.16	5523020928	\$479.04	5523111000	\$614.16
5523011400	\$614.16	5523020929	\$479.04	5523111100	\$614.16
5523011500	\$614.16	5523020930	\$479.04	5523111200	\$614.16
5523011600	\$614.16	5523020931	\$479.04	5523111300	\$614.16



**APPENDIX A**  
**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5523111400	\$614.16	5523211600	\$614.16	5523300800	\$614.16
5523111500	\$614.16	5523211700	\$614.16	5523300900	\$614.16
5523111600	\$614.16	5523211800	\$614.16	5523301100	\$614.16
5523111700	\$614.16	5523211900	\$614.16	5523301200	\$614.16
5523111800	\$614.16	5523212000	\$614.16	5523301300	\$614.16
5523111900	\$614.16	5523220100	\$614.16	5523301400	\$614.16
5523112000	\$614.16	5523220200	\$614.16	5523301500	\$614.16
5523112100	\$614.16	5523220300	\$614.16	5523301600	\$614.16
5523112200	\$614.16	5523220400	\$614.16	5523301700	\$614.16
5523112300	\$614.16	5523220500	\$614.16	5523301800	\$614.16
5523112400	\$614.16	5523220600	\$614.16	5523301900	\$614.16
5523112500	\$614.16	5523220700	\$614.16	5523302000	\$614.16
5523112600	\$614.16	5523220800	\$614.16	5523610100	\$614.16
5523112700	\$614.16	5523220900	\$614.16	5523610200	\$614.16
5523112800	\$614.16	5523221000	\$614.16	5523610300	\$614.16
5523112900	\$614.16	5523221100	\$614.16	5523610400	\$614.16
5523113000	\$614.16	5523221200	\$614.16	5523610500	\$614.16
5523120100	\$614.16	5523221300	\$614.16	5523610600	\$614.16
5523120200	\$614.16	5523221400	\$614.16	5523610700	\$614.16
5523120300	\$614.16	5523221500	\$614.16	5523610800	\$614.16
5523120400	\$614.16	5523221600	\$614.16	5523610900	\$614.16
5523120500	\$614.16	5523221700	\$614.16	5523611000	\$614.16
5523120600	\$614.16	5523221800	\$614.16	5523611100	\$614.16
5523120700	\$614.16	5523221900	\$614.16	5523620200	\$614.16
5523120800	\$614.16	5523222000	\$614.16	5523620300	\$614.16
5523210100	\$614.16	5523222100	\$614.16	5523620400	\$614.16
5523210200	\$614.16	5523222200	\$614.16	5523620500	\$614.16
5523210300	\$614.16	5523222300	\$614.16	5523620600	\$614.16
5523210400	\$614.16	5523222400	\$614.16	5523620700	\$614.16
5523210500	\$614.16	5523222500	\$614.16	5523620800	\$614.16
5523210600	\$614.16	5523222600	\$614.16	5523620900	\$614.16
5523210700	\$614.16	5523222700	\$614.16	5523621000	\$614.16
5523210800	\$614.16	5523222800	\$614.16	5523621100	\$614.16
5523210900	\$614.16	5523300100	\$614.16	5523621200	\$614.16
5523211000	\$614.16	5523300200	\$614.16	5523621300	\$614.16
5523211100	\$614.16	5523300300	\$614.16	5523621400	\$614.16
5523211200	\$614.16	5523300400	\$614.16	5523621500	\$614.16
5523211300	\$614.16	5523300500	\$614.16	5523621600	\$614.16
5523211400	\$614.16	5523300600	\$614.16	5523621700	\$614.16
5523211500	\$614.16	5523300700	\$614.16	5523621800	\$614.16

**APPENDIX A**

**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5523621900	\$614.16	5523730600	\$614.16	5524010400	\$614.16
5523622000	\$614.16	5523730700	\$614.16	5524010500	\$614.16
5523622100	\$614.16	5523730800	\$614.16	5524010600	\$614.16
5523622300	\$614.16	5523730900	\$614.16	5524010700	\$614.16
5523630400	\$614.16	5523731000	\$614.16	5524010800	\$614.16
5523630500	\$614.16	5523731100	\$614.16	5524010900	\$614.16
5523630600	\$614.16	5523810100	\$614.16	5524011000	\$614.16
5523630700	\$614.16	5523810200	\$614.16	5524011100	\$614.16
5523630800	\$614.16	5523810300	\$614.16	5524011200	\$614.16
5523630900	\$614.16	5523810400	\$614.16	5524011300	\$614.16
5523631000	\$614.16	5523810500	\$614.16	5524011400	\$614.16
5523631100	\$614.16	5523810600	\$614.16	5524011500	\$614.16
5523631200	\$614.16	5523810700	\$614.16	5524011600	\$614.16
5523710100	\$614.16	5523810800	\$614.16	5524011700	\$614.16
5523710200	\$614.16	5523810900	\$614.16	5524011800	\$614.16
5523710300	\$614.16	5523820100	\$614.16	5524011900	\$614.16
5523710400	\$614.16	5523820200	\$614.16	5524012000	\$614.16
5523710500	\$614.16	5523820300	\$614.16	5524012100	\$614.16
5523710600	\$614.16	5523820400	\$614.16	5524020100	\$614.16
5523720100	\$614.16	5523830100	\$614.16	5524020200	\$614.16
5523720200	\$614.16	5523830200	\$614.16	5524020300	\$614.16
5523720300	\$614.16	5523830300	\$614.16	5524020400	\$614.16
5523720400	\$614.16	5523830400	\$614.16	5524020500	\$614.16
5523720500	\$614.16	5523830500	\$614.16	5524020600	\$614.16
5523720600	\$614.16	5523830600	\$614.16	5524020700	\$614.16
5523720700	\$614.16	5523830700	\$614.16	5524020800	\$614.16
5523720800	\$614.16	5523830800	\$614.16	5524020900	\$614.16
5523720900	\$614.16	5523830900	\$614.16	5524021000	\$614.16
5523721000	\$614.16	5523831000	\$614.16	5524021100	\$614.16
5523721100	\$614.16	5523840100	\$614.16	5524021200	\$614.16
5523721200	\$614.16	5523840200	\$614.16	5524021300	\$614.16
5523721300	\$614.16	5523840300	\$614.16	5524021400	\$614.16
5523721400	\$614.16	5523840400	\$614.16	5524021500	\$614.16
5523721500	\$614.16	5523840500	\$614.16	5524021600	\$614.16
5523721600	\$614.16	5523903600	\$614.16	5524021700	\$614.16
5523730100	\$614.16	5523903700	\$614.16	5524021800	\$614.16
5523730200	\$614.16	5523903800	\$614.16	5524021900	\$614.16
5523730300	\$614.16	5524010100	\$614.16	5524022000	\$614.16
5523730400	\$614.16	5524010200	\$614.16	5524022100	\$614.16
5523730500	\$614.16	5524010300	\$614.16	5524022200	\$614.16

**APPENDIX A**  
**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5524022300	\$614.16	5524230400	\$614.16	5540131000	\$1,093.20
5524022400	\$614.16	5524230500	\$614.16	5540131100	\$614.16
5524022700	\$614.16	5524230600	\$614.16	5540131300	\$1,437.12
5524030100	\$614.16	5540110100	\$614.16	5540131400	\$1,093.20
5524030200	\$614.16	5540110400	\$614.16	5540131500	\$614.16
5524030300	\$614.16	5540110500	\$1,093.20	5540131600	\$3,832.32
5524030400	\$614.16	5540110600	\$1,437.12	5540131800	\$614.16
5524030500	\$614.16	5540110700	\$1,093.20	5540210200	\$1,093.20
5524031200	\$614.16	5540110800	\$1,093.20	5540210300	\$614.16
5524031500	\$614.16	5540111300	\$614.16	5540210400	\$614.16
5524031600	\$614.16	5540111400	\$614.16	5540210500	\$614.16
5524040300	\$614.16	5540111600	\$614.16	5540210600	\$614.16
5524040400	\$614.16	5540111700	\$1,093.20	5540210700	\$614.16
5524040600	\$614.16	5540111800	\$614.16	5540220200	\$1,093.20
5524210100	\$614.16	5540111900	\$614.16	5540220300	\$614.16
5524210200	\$614.16	5540112000	\$614.16	5540220400	\$614.16
5524210300	\$614.16	5540112200	\$5,748.48	5540220500	\$614.16
5524210400	\$614.16	5540112400	\$1,916.16	5540220800	\$614.16
5524210500	\$614.16	5540112500	\$2,395.20	5540230400	\$1,093.20
5524210600	\$614.16	5540112800	\$614.16	5540230500	\$3,353.28
5524210700	\$614.16	5540112900	\$614.16	5540230600	\$614.16
5524210900	\$614.16	5540113000	\$614.16	5540230700	\$1,916.16
5524220100	\$614.16	5540113100	\$614.16	5540230800	\$7,185.60
5524220200	\$614.16	5540113300	\$614.16	5540230900	\$614.16
5524220300	\$614.16	5540120200	\$614.16	5540231000	\$1,093.20
5524220400	\$614.16	5540120300	\$614.16	5540231100	\$614.16
5524220500	\$614.16	5540120400	\$614.16	5540231200	\$614.16
5524220600	\$614.16	5540120600	\$1,093.20	5540231300	\$614.16
5524220800	\$614.16	5540120700	\$1,437.12	5540231400	\$614.16
5524220900	\$614.16	5540120900	\$614.16	5540231500	\$1,437.12
5524221000	\$614.16	5540121000	\$614.16	5540231900	\$614.16
5524221100	\$614.16	5540121100	\$1,437.12	5540232000	\$614.16
5524221200	\$614.16	5540121300	\$1,093.20	5540232400	\$614.16
5524221300	\$614.16	5540121600	\$1,093.20	5540232600	\$614.16
5524221400	\$614.16	5540130100	\$1,093.20	5540232800	\$41,197.44
5524221500	\$614.16	5540130200	\$1,437.12	5540232900	\$614.16
5524221600	\$614.16	5540130300	\$1,093.20	5540233000	\$614.16
5524230100	\$614.16	5540130400	\$614.16	5540233100	\$614.16
5524230200	\$614.16	5540130500	\$614.16	5540233200	\$614.16
5524230300	\$614.16	5540130600	\$9,580.80	5540300100	\$5,748.48

**APPENDIX A**  
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5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5540300200	\$3,832.32	5540432100	\$614.16	5540830300	\$614.16
5540300400	\$3,353.28	5540501700	\$3,118.50	5540830400	\$614.16
5540300500	\$1,916.16	5540501900	\$374.64	5540830500	\$614.16
5540300600	\$1,916.16	5540810100	\$614.16	5540830600	\$614.16
5540300700	\$614.16	5540810200	\$614.16	5540830700	\$614.16
5540301000	\$614.16	5540810300	\$614.16	5540830800	\$614.16
5540301100	\$614.16	5540810400	\$614.16	5540830900	\$614.16
5540301200	\$614.16	5540810500	\$614.16	5540831000	\$614.16
5540301300	\$614.16	5540810600	\$614.16	5540831100	\$614.16
5540301400	\$614.16	5540810700	\$614.16	5540840100	\$614.16
5540301500	\$614.16	5540810800	\$614.16	5540840200	\$614.16
5540301800	\$614.16	5540810900	\$614.16	5540840300	\$614.16
5540302100	\$614.16	5540820200	\$614.16	5540840400	\$614.16
5540302200	\$2,874.24	5540820300	\$614.16	5540840500	\$614.16
5540302300	\$2,395.20	5540820400	\$614.16	5540840600	\$614.16
5540302400	\$2,395.20	5540820500	\$614.16	5540840700	\$614.16
5540302500	\$9,580.80	5540820600	\$614.16	5540840800	\$614.16
5540410100	\$1,437.12	5540820700	\$614.16	5540840900	\$614.16
5540410200	\$1,093.20	5540820800	\$614.16	5540841000	\$614.16
5540410300	\$1,572.24	5540820900	\$614.16	5540841100	\$614.16
5540410400	\$1,437.12	5540821000	\$614.16	5540910100	\$614.16
5540410800	\$2,874.24	5540821100	\$614.16	5540910200	\$614.16
5540430100	\$614.16	5540821200	\$614.16	5540910300	\$614.16
5540430200	\$614.16	5540821300	\$614.16	5540910400	\$614.16
5540430300	\$614.16	5540821400	\$614.16	5540910500	\$614.16
5540430400	\$614.16	5540821500	\$614.16	5540910600	\$614.16
5540430500	\$1,437.12	5540821600	\$614.16	5540910700	\$614.16
5540430600	\$1,093.20	5540821700	\$614.16	5540910800	\$614.16
5540430700	\$9,101.76	5540821800	\$614.16	5540910900	\$614.16
5540430800	\$614.16	5540821900	\$614.16	5540911000	\$614.16
5540430900	\$614.16	5540822000	\$614.16	5540911100	\$614.16
5540431000	\$614.16	5540822100	\$614.16	5540920100	\$614.16
5540431100	\$1,093.20	5540822200	\$614.16	5540920200	\$614.16
5540431200	\$614.16	5540822300	\$614.16	5540920300	\$614.16
5540431400	\$614.16	5540822400	\$614.16	5540920400	\$614.16
5540431500	\$614.16	5540822500	\$614.16	5540930100	\$614.16
5540431600	\$614.16	5540822600	\$614.16	5540930200	\$614.16
5540431700	\$614.16	5540822700	\$614.16	5540930300	\$614.16
5540431900	\$3,353.28	5540830100	\$614.16	5540930400	\$614.16
5540432000	\$614.16	5540830200	\$614.16	5540930500	\$614.16

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5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5540930600	\$614.16	5541010600	\$614.16	5541120300	\$614.16
5540930700	\$614.16	5541010700	\$614.16	5541120400	\$614.16
5540930800	\$614.16	5541010800	\$614.16	5541120500	\$614.16
5540930900	\$614.16	5541010900	\$614.16	5541120600	\$614.16
5540931000	\$614.16	5541011000	\$614.16	5541120700	\$614.16
5540940100	\$614.16	5541011100	\$614.16	5541120800	\$614.16
5540940200	\$614.16	5541011200	\$614.16	5541120900	\$614.16
5540940300	\$614.16	5541011300	\$614.16	5541121000	\$614.16
5540940400	\$614.16	5541011400	\$614.16	5541121100	\$614.16
5540940500	\$614.16	5541020100	\$614.16	5541121400	\$3,353.28
5540940600	\$614.16	5541020200	\$614.16	5541121600	\$614.16
5540940700	\$614.16	5541020300	\$614.16	5541121700	\$614.16
5540940800	\$614.16	5541020400	\$614.16	5541201800	\$434.70
5540940900	\$614.16	5541020500	\$614.16	5541202400	\$1,526.16
5540941000	\$614.16	5541020600	\$614.16	5541203000	\$105,987.82
5540941100	\$614.16	5541020700	\$614.16	5541332001	\$479.04
5540941200	\$614.16	5541020800	\$614.16	5541332002	\$479.04
5540941300	\$614.16	5541020900	\$614.16	5541332003	\$479.04
5540941400	\$614.16	5541021000	\$614.16	5541332004	\$479.04
5540941500	\$614.16	5541021100	\$614.16	5541332005	\$479.04
5540941600	\$614.16	5541021300	\$614.16	5541332006	\$479.04
5540941700	\$614.16	5541021400	\$614.16	5541332007	\$479.04
5540941800	\$614.16	5541021600	\$614.16	5541332008	\$479.04
5540941900	\$614.16	5541021700	\$614.16	5541332009	\$479.04
5540942000	\$614.16	5541021800	\$614.16	5541332010	\$479.04
5540942100	\$614.16	5541022000	\$614.16	5541332011	\$479.04
5540950100	\$614.16	5541022100	\$614.16	5541332012	\$479.04
5540950200	\$614.16	5541110100	\$614.16	5541332013	\$479.04
5540950300	\$614.16	5541110200	\$614.16	5541332014	\$479.04
5540950400	\$614.16	5541110300	\$614.16	5541332015	\$479.04
5540950500	\$614.16	5541110400	\$614.16	5541332016	\$479.04
5540950600	\$614.16	5541110500	\$614.16	5541332017	\$479.04
5540950700	\$614.16	5541110600	\$614.16	5541332018	\$479.04
5540950800	\$614.16	5541110700	\$614.16	5541332019	\$479.04
5540950900	\$614.16	5541110800	\$614.16	5541332020	\$479.04
5540951000	\$614.16	5541110900	\$614.16	5541332021	\$479.04
5541010200	\$614.16	5541111000	\$614.16	5541332022	\$479.04
5541010300	\$614.16	5541111100	\$614.16	5541332023	\$479.04
5541010400	\$614.16	5541120100	\$614.16	5541332024	\$479.04
5541010500	\$614.16	5541120200	\$614.16	5541332025	\$479.04

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5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5541332026	\$479.04	5541332066	\$479.04	5541510900	\$614.16
5541332027	\$479.04	5541332067	\$479.04	5541511000	\$614.16
5541332028	\$479.04	5541332068	\$479.04	5541511100	\$614.16
5541332029	\$479.04	5541332069	\$479.04	5541511300	\$614.16
5541332030	\$479.04	5541332070	\$479.04	5541511400	\$614.16
5541332031	\$479.04	5541332071	\$479.04	5541520100	\$614.16
5541332032	\$479.04	5541332072	\$479.04	5541520200	\$614.16
5541332033	\$479.04	5541332073	\$479.04	5541520300	\$614.16
5541332034	\$479.04	5541332074	\$479.04	5541520400	\$614.16
5541332035	\$479.04	5541332075	\$479.04	5541520500	\$614.16
5541332036	\$479.04	5541332076	\$479.04	5541520600	\$614.16
5541332037	\$479.04	5541332077	\$479.04	5541520700	\$614.16
5541332038	\$479.04	5541332078	\$479.04	5541520800	\$614.16
5541332039	\$479.04	5541332079	\$479.04	5541520900	\$614.16
5541332040	\$479.04	5541332080	\$479.04	5541521000	\$614.16
5541332041	\$479.04	5541332081	\$479.04	5541521100	\$614.16
5541332042	\$479.04	5541332082	\$479.04	5541521200	\$614.16
5541332043	\$479.04	5541332083	\$479.04	5541521300	\$614.16
5541332044	\$479.04	5541332084	\$479.04	5541521400	\$614.16
5541332045	\$479.04	5541332085	\$479.04	5541521500	\$614.16
5541332046	\$479.04	5541332086	\$479.04	5541530100	\$614.16
5541332047	\$479.04	5541332087	\$479.04	5541530200	\$614.16
5541332048	\$479.04	5541332088	\$479.04	5541530300	\$614.16
5541332049	\$479.04	5541332089	\$479.04	5541530400	\$614.16
5541332050	\$479.04	5541332090	\$479.04	5541530500	\$614.16
5541332051	\$479.04	5541332091	\$479.04	5541530600	\$614.16
5541332052	\$479.04	5541332092	\$479.04	5541530700	\$614.16
5541332053	\$479.04	5541332093	\$479.04	5541530800	\$614.16
5541332054	\$479.04	5541332094	\$479.04	5541530900	\$614.16
5541332055	\$479.04	5541332095	\$479.04	5541531000	\$614.16
5541332056	\$479.04	5541332096	\$479.04	5541531300	\$614.16
5541332057	\$479.04	5541403100	\$2,622.36	5541600100	\$614.16
5541332058	\$479.04	5541510100	\$614.16	5541600200	\$614.16
5541332059	\$479.04	5541510200	\$614.16	5541600300	\$614.16
5541332060	\$479.04	5541510300	\$614.16	5541600400	\$614.16
5541332061	\$479.04	5541510400	\$614.16	5541600500	\$614.16
5541332062	\$479.04	5541510500	\$614.16	5541600800	\$614.16
5541332063	\$479.04	5541510600	\$614.16	5541600900	\$614.16
5541332064	\$479.04	5541510700	\$614.16	5541700100	\$614.16
5541332065	\$479.04	5541510800	\$614.16	5541700200	\$614.16

**APPENDIX A**  
**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5541700300	\$614.16	5541910200	\$614.16	5542011300	\$614.16
5541700400	\$614.16	5541910300	\$614.16	5542011400	\$614.16
5541700500	\$614.16	5541910400	\$614.16	5542011500	\$614.16
5541700600	\$614.16	5541910500	\$614.16	5542011600	\$614.16
5541700700	\$614.16	5541910600	\$614.16	5542011700	\$614.16
5541700800	\$614.16	5541910700	\$614.16	5542011800	\$614.16
5541700900	\$614.16	5541910800	\$614.16	5542011900	\$614.16
5541701000	\$614.16	5541920100	\$614.16	5542012000	\$614.16
5541701300	\$614.16	5541920200	\$614.16	5542012100	\$614.16
5541701400	\$614.16	5541920300	\$614.16	5542012200	\$614.16
5541701500	\$614.16	5541920400	\$614.16	5542012300	\$614.16
5541701600	\$614.16	5541920500	\$614.16	5542012400	\$614.16
5541701700	\$614.16	5541920600	\$614.16	5542012500	\$614.16
5541701800	\$614.16	5541920700	\$614.16	5542012600	\$614.16
5541701900	\$614.16	5541920800	\$614.16	5542012700	\$614.16
5541702000	\$614.16	5541920900	\$614.16	5542012800	\$614.16
5541702100	\$614.16	5541930100	\$614.16	5542012900	\$614.16
5541702200	\$614.16	5541930200	\$614.16	5542013000	\$614.16
5541702300	\$614.16	5541930300	\$614.16	5542013100	\$614.16
5541702400	\$614.16	5541930400	\$614.16	5542013200	\$614.16
5541702500	\$614.16	5541930500	\$614.16	5542203000	\$614.16
5541702600	\$614.16	5541930600	\$614.16	5542203100	\$614.16
5541702700	\$614.16	5541930700	\$614.16	5542203200	\$614.16
5541702800	\$374.64	5541930800	\$614.16	5542203300	\$614.16
5541702900	\$1,437.12	5541930900	\$614.16	5542203400	\$614.16
5541703000	\$614.16	5541931000	\$614.16	5542203500	\$614.16
5541703100	\$614.16	5541931100	\$614.16	5542203600	\$614.16
5541703200	\$614.16	5541931200	\$614.16	5542203700	\$614.16
5541703300	\$614.16	5542010100	\$614.16	5542203900	\$614.16
5541800100	\$614.16	5542010200	\$614.16	5542204000	\$614.16
5541800200	\$614.16	5542010300	\$614.16	5542204100	\$614.16
5541800300	\$614.16	5542010400	\$614.16	5542204200	\$614.16
5541800600	\$614.16	5542010500	\$614.16	5542204300	\$614.16
5541800700	\$1,093.20	5542010600	\$614.16	5542204400	\$614.16
5541800800	\$614.16	5542010700	\$614.16	5542204500	\$614.16
5541800900	\$614.16	5542010800	\$614.16	5542310100	\$614.16
5541801000	\$614.16	5542010900	\$614.16	5542310200	\$614.16
5541801100	\$614.16	5542011000	\$614.16	5542310300	\$614.16
5541801200	\$614.16	5542011100	\$614.16	5542310400	\$614.16
5541910100	\$614.16	5542011200	\$614.16	5542310500	\$614.16

**APPENDIX A**  
**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5542310600	\$614.16	5542330300	\$614.16	5542430800	\$614.16
5542310700	\$614.16	5542330400	\$614.16	5542430900	\$614.16
5542310800	\$614.16	5542330500	\$614.16	5542431000	\$614.16
5542310900	\$614.16	5542330600	\$614.16	5542431100	\$614.16
5542311000	\$614.16	5542330700	\$614.16	5542431200	\$614.16
5542311100	\$614.16	5542330800	\$614.16	5542431300	\$614.16
5542311200	\$614.16	5542330900	\$614.16	5542431400	\$614.16
5542311300	\$614.16	5542340100	\$614.16	5542440100	\$614.16
5542311400	\$614.16	5542410200	\$614.16	5542440200	\$614.16
5542311500	\$614.16	5542410300	\$614.16	5542440300	\$614.16
5542311600	\$614.16	5542410400	\$614.16	5542440400	\$614.16
5542311700	\$614.16	5542420100	\$614.16	5542440500	\$614.16
5542311800	\$614.16	5542420200	\$614.16	5542440600	\$614.16
5542311900	\$614.16	5542420300	\$614.16	5542440700	\$614.16
5542312000	\$614.16	5542420400	\$614.16	5542510100	\$614.16
5542312100	\$614.16	5542420500	\$614.16	5542510200	\$614.16
5542312200	\$614.16	5542420600	\$614.16	5542510300	\$614.16
5542312300	\$614.16	5542420700	\$614.16	5542510400	\$614.16
5542312400	\$614.16	5542420800	\$614.16	5542510500	\$614.16
5542312500	\$614.16	5542420900	\$614.16	5542510600	\$614.16
5542320100	\$614.16	5542421000	\$614.16	5542510700	\$614.16
5542320200	\$614.16	5542421100	\$614.16	5542510800	\$614.16
5542320300	\$614.16	5542421200	\$614.16	5542510900	\$614.16
5542320400	\$614.16	5542421300	\$614.16	5542511000	\$614.16
5542320500	\$614.16	5542421400	\$614.16	5542511100	\$614.16
5542320600	\$614.16	5542421500	\$614.16	5542511200	\$614.16
5542320700	\$614.16	5542421600	\$614.16	5542511300	\$614.16
5542320800	\$614.16	5542421800	\$614.16	5542511400	\$614.16
5542320900	\$614.16	5542421900	\$614.16	5542511500	\$614.16
5542321000	\$614.16	5542422000	\$614.16	5542511600	\$614.16
5542321100	\$614.16	5542422100	\$614.16	5542511700	\$614.16
5542321200	\$614.16	5542422200	\$614.16	5542511800	\$614.16
5542321300	\$614.16	5542422300	\$614.16	5542511900	\$614.16
5542321400	\$614.16	5542430100	\$614.16	5542512000	\$614.16
5542321500	\$614.16	5542430200	\$614.16	5542512100	\$614.16
5542321600	\$614.16	5542430300	\$614.16	5542512200	\$614.16
5542321700	\$614.16	5542430400	\$614.16	5542512300	\$614.16
5542321800	\$614.16	5542430500	\$614.16	5542512400	\$614.16
5542330100	\$614.16	5542430600	\$614.16	5542512500	\$614.16
5542330200	\$614.16	5542430700	\$614.16	5542512600	\$614.16



**APPENDIX A**  
**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5542512700	\$614.16	5542620300	\$614.16	5542800100	\$57,125.24
5542512800	\$614.16	5542620400	\$614.16	5542800300	\$4,408.42
5542512900	\$614.16	5542620500	\$614.16	5542800600	\$47,892.60
5542513000	\$614.16	5542620600	\$614.16	5550200100	\$374.64
5542520100	\$614.16	5542620700	\$614.16	5550200200	\$3,353.28
5542520200	\$614.16	5542620800	\$614.16	5550200600	\$374.64
5542520300	\$614.16	5542620900	\$614.16	5550201000	\$614.16
5542520400	\$614.16	5542621000	\$614.16	5550201300	\$374.64
5542520500	\$614.16	5542621100	\$614.16	5550201400	\$382.72
5542520600	\$614.16	5542621200	\$614.16	5550202100	\$374.64
5542520700	\$614.16	5542621300	\$614.16	5550202200	\$614.16
5542520800	\$614.16	5542621400	\$614.16	5550202300	\$614.16
5542520900	\$614.16	5542630100	\$614.16	5550202400	\$614.16
5542530100	\$614.16	5542630200	\$614.16	5550202600	\$907.20
5542530200	\$614.16	5542630300	\$614.16	5550202700	\$374.64
5542530300	\$614.16	5542630400	\$614.16	5550203300	\$552.82
5542530400	\$614.16	5542630500	\$614.16	5550203500	\$374.64
5542530500	\$614.16	5542630600	\$614.16	5550300700	\$614.16
5542530600	\$614.16	5542630700	\$614.16	5550300800	\$6,953.54
5542530700	\$614.16	5542630800	\$614.16	5550302000	\$374.64
5542530800	\$614.16	5542630900	\$614.16	5550302100	\$374.64
5542530900	\$614.16	5542631000	\$614.16	5550302200	\$374.64
5542531000	\$614.16	5542631100	\$614.16	5550410300	\$17,823.90
5542531100	\$614.16	5542631200	\$614.16	5550410800	\$374.64
5542531200	\$614.16	5542631300	\$614.16	5550410900	\$374.64
5542531300	\$614.16	5542640100	\$614.16	5550411000	\$374.64
5542531400	\$614.16	5542640200	\$614.16	5550421500	\$4,819.50
5542531500	\$614.16	5542640300	\$614.16	5550421800	\$14,018.68
5542531600	\$614.16	5542640400	\$614.16	5550422000	\$374.64
5542531700	\$614.16	5542640500	\$614.16	5550520400	\$374.64
5542531800	\$614.16	5542640600	\$614.16	5550520500	\$933.66
5542610100	\$614.16	5542640700	\$614.16	5550520600	\$374.64
5542610200	\$614.16	5542640800	\$614.16	5550521400	\$6,887.08
5542610300	\$614.16	5542640900	\$614.16	5550531700	\$44,796.62
5542610400	\$614.16	5542641000	\$614.16	5550541200	\$9,168.52
5542610500	\$614.16	5542700700	\$614.16	5550710700	\$1,682.10
5542610600	\$614.16	5542700800	\$614.16	5550710800	\$4,773.60
5542610700	\$614.16	5542700900	\$614.16	5550811500	\$374.64
5542620100	\$614.16	5542701100	\$614.16	5550811600	\$374.64
5542620200	\$614.16	5542701500	\$614.16	5550811700	\$374.64

**APPENDIX A**  
**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5550820100	\$374.64	5551040700	\$614.16	5551140200	\$614.16
5550820500	\$836.32	5551040800	\$1,093.20	5551140600	\$1,437.12
5550820600	\$374.64	5551040900	\$614.16	5551140700	\$374.64
5550821000	\$374.64	5551041000	\$614.16	5551141200	\$514.48
5550821100	\$732.36	5551041100	\$374.64	5551141300	\$374.64
5550850100	\$374.64	5551041500	\$614.16	5551150100	\$614.16
5550850200	\$614.16	5551050500	\$614.16	5551150200	\$614.16
5550850300	\$614.16	5551050700	\$614.16	5551150300	\$614.16
5550850400	\$1,093.20	5551051300	\$374.64	5551150400	\$614.16
5550850500	\$4,790.40	5551051400	\$374.64	5551150500	\$614.16
5550850600	\$374.64	5551110200	\$702.96	5551150600	\$614.16
5550850700	\$444.14	5551110300	\$374.64	5551150700	\$614.16
5550860200	\$614.16	5551110400	\$614.16	5551150800	\$1,916.16
5550860300	\$374.64	5551110500	\$1,093.20	5551151200	\$1,093.20
5550860400	\$374.64	5551110800	\$614.16	5551151300	\$614.16
5550860500	\$1,093.20	5551110900	\$614.16	5551151400	\$565.42
5550860600	\$614.16	5551111000	\$614.16	5551151500	\$374.64
5550860700	\$1,916.16	5551111100	\$614.16	5551160100	\$614.16
5550861000	\$614.16	5551111200	\$614.16	5551160200	\$1,916.16
5550861100	\$374.64	5551111300	\$614.16	5551160300	\$614.16
5550861200	\$1,093.20	5551111400	\$614.16	5551160400	\$614.16
5550861300	\$614.16	5551111500	\$614.16	5551160500	\$614.16
5550861400	\$614.16	5551111600	\$374.64	5551160600	\$614.16
5550861500	\$374.64	5551120100	\$614.16	5551160700	\$1,093.20
5550861600	\$614.16	5551120200	\$614.16	5551160800	\$374.64
5550861700	\$374.64	5551120300	\$614.16	5551161100	\$374.64
5550861800	\$680.40	5551120400	\$614.16	5551161200	\$749.28
5550900400	\$103,763.40	5551120500	\$614.16	5560100100	\$1,093.20
5551030300	\$374.64	5551120700	\$614.16	5560100200	\$614.16
5551030500	\$374.64	5551120800	\$614.16	5560100300	\$614.16
5551030600	\$374.64	5551120900	\$614.16	5560100400	\$3,832.32
5551030700	\$374.64	5551121000	\$614.16	5560100600	\$614.16
5551031400	\$374.64	5551121400	\$614.16	5560100700	\$614.16
5551031500	\$1,960.86	5551121500	\$374.64	5560100800	\$614.16
5551040100	\$374.64	5551121600	\$374.64	5560100900	\$614.16
5551040200	\$374.64	5551130400	\$374.64	5560101000	\$614.16
5551040300	\$1,093.20	5551130500	\$374.64	5560101100	\$614.16
5551040400	\$614.16	5551130800	\$374.64	5560101200	\$614.16
5551040500	\$614.16	5551131100	\$697.86	5560101300	\$614.16
5551040600	\$1,093.20	5551131200	\$374.64	5560101400	\$614.16

**APPENDIX A**  
**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5560101500	\$614.16	5560110500	\$614.16	5560122100	\$614.16
5560101600	\$614.16	5560110600	\$614.16	5560122200	\$614.16
5560101700	\$614.16	5560110700	\$614.16	5560122300	\$614.16
5560101800	\$614.16	5560110800	\$614.16	5560122400	\$614.16
5560101900	\$614.16	5560110900	\$614.16	5560122500	\$614.16
5560102000	\$614.16	5560111000	\$614.16	5560610100	\$614.16
5560102100	\$614.16	5560111100	\$1,093.20	5560610300	\$1,437.12
5560102200	\$614.16	5560111200	\$614.16	5560610400	\$614.16
5560102300	\$1,437.12	5560111300	\$1,093.20	5560610700	\$614.16
5560102400	\$1,916.16	5560111400	\$614.16	5560610800	\$1,437.12
5560102600	\$614.16	5560111500	\$614.16	5560610900	\$614.16
5560103200	\$1,916.16	5560111600	\$614.16	5560611000	\$614.16
5560103300	\$614.16	5560111700	\$1,437.12	5560611100	\$614.16
5560103400	\$1,093.20	5560111800	\$1,093.20	5560611200	\$1,093.20
5560103500	\$614.16	5560112000	\$1,572.24	5560611500	\$1,093.20
5560103600	\$614.16	5560112100	\$614.16	5560611600	\$614.16
5560103700	\$614.16	5560112200	\$614.16	5560611700	\$614.16
5560103800	\$614.16	5560112300	\$1,093.20	5560611800	\$1,093.20
5560103900	\$614.16	5560112400	\$642.60	5560611900	\$614.16
5560104000	\$614.16	5560112600	\$374.64	5560612000	\$614.16
5560104100	\$614.16	5560120100	\$1,093.20	5560612100	\$614.16
5560104200	\$614.16	5560120200	\$614.16	5560612200	\$614.16
5560104300	\$614.16	5560120300	\$614.16	5560612500	\$614.16
5560104400	\$614.16	5560120400	\$614.16	5560612600	\$614.16
5560104500	\$3,832.32	5560120500	\$614.16	5560612700	\$614.16
5560104600	\$1,093.20	5560120600	\$614.16	5560612800	\$614.16
5560104700	\$614.16	5560120700	\$1,437.12	5560612900	\$614.16
5560104800	\$3,832.32	5560120800	\$614.16	5560613000	\$614.16
5560104900	\$1,093.20	5560120900	\$614.16	5560613100	\$614.16
5560105000	\$1,916.16	5560121000	\$1,093.20	5560613200	\$614.16
5560105100	\$614.16	5560121100	\$614.16	5560613300	\$374.64
5560105200	\$614.16	5560121200	\$614.16	5560613400	\$614.16
5560105300	\$614.16	5560121300	\$614.16	5560613500	\$614.16
5560105400	\$614.16	5560121400	\$614.16	5560613600	\$614.16
5560105500	\$3,832.32	5560121500	\$614.16	5560613800	\$614.16
5560105600	\$1,916.16	5560121600	\$614.16	5560613900	\$2,874.24
5560105700	\$614.16	5560121700	\$614.16	5560614000	\$614.16
5560110100	\$614.24	5560121800	\$614.16	5560614100	\$614.16
5560110200	\$614.16	5560121900	\$614.16	5560614200	\$614.16
5560110300	\$1,437.12	5560122000	\$614.16	5560614300	\$614.16

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5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5560614400	\$1,916.16	5560631500	\$614.16	5560814300	\$614.16
5560614500	\$614.16	5560631600	\$614.16	5560814400	\$614.16
5560614700	\$614.16	5560631700	\$614.16	5560814500	\$614.16
5560614800	\$614.16	5560631800	\$2,395.20	5560820100	\$614.16
5560614900	\$614.16	5560631900	\$614.16	5560820200	\$614.16
5560620100	\$614.16	5560632000	\$614.16	5560820300	\$614.16
5560620200	\$614.16	5560810200	\$614.16	5560820400	\$614.16
5560620300	\$614.16	5560810300	\$614.16	5560820500	\$614.16
5560620400	\$614.16	5560810400	\$614.16	5560820600	\$1,437.12
5560620500	\$614.16	5560810500	\$614.16	5560820700	\$614.16
5560620700	\$614.16	5560810600	\$614.16	5560820800	\$614.16
5560620800	\$614.16	5560811400	\$614.16	5560820900	\$614.16
5560620900	\$614.16	5560811500	\$614.16	5560821000	\$1,093.20
5560621000	\$614.16	5560811600	\$1,093.20	5560821100	\$1,093.20
5560621100	\$7,185.60	5560811700	\$614.16	5560821200	\$614.16
5560621200	\$614.16	5560811800	\$614.16	5560821300	\$614.16
5560621300	\$614.16	5560811900	\$614.16	5560821400	\$614.16
5560621400	\$614.16	5560812000	\$614.16	5560821500	\$5,748.48
5560621500	\$614.16	5560812100	\$614.16	5560821600	\$614.16
5560621700	\$864.66	5560812200	\$614.16	5560821700	\$614.16
5560621800	\$1,093.20	5560812300	\$1,093.20	5560822000	\$1,437.12
5560621900	\$1,093.20	5560812400	\$614.16	5560822200	\$1,093.20
5560622100	\$614.16	5560812500	\$614.16	5560822300	\$374.64
5560622200	\$614.16	5560812600	\$614.16	5560822400	\$1,431.60
5560622300	\$614.16	5560812700	\$614.16	5560822600	\$614.16
5560622400	\$614.16	5560812800	\$614.16	5560822700	\$614.16
5560630100	\$1,093.20	5560812900	\$614.16	5560822800	\$614.16
5560630200	\$614.16	5560813000	\$614.16	5560822900	\$614.16
5560630300	\$614.16	5560813100	\$614.16	5560823000	\$614.16
5560630400	\$614.16	5560813200	\$614.16	5560823100	\$614.16
5560630500	\$614.16	5560813300	\$614.16	5560823200	\$614.16
5560630600	\$614.16	5560813400	\$614.16	5560823300	\$614.16
5560630700	\$614.16	5560813500	\$614.16	5560823400	\$614.16
5560630800	\$614.16	5560813600	\$614.16	5560823500	\$614.16
5560630900	\$1,437.12	5560813700	\$614.16	5560823600	\$1,093.20
5560631000	\$4,311.36	5560813800	\$614.16	5560823700	\$614.16
5560631100	\$614.16	5560813900	\$614.16	5560823800	\$614.16
5560631200	\$1,093.20	5560814000	\$614.16	5560823900	\$614.16
5560631300	\$614.16	5560814100	\$614.16	5560824000	\$614.16
5560631400	\$614.16	5560814200	\$614.16	5560824100	\$614.16

**APPENDIX A**

**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5560824300	\$1,093.20	5561031800	\$2,051.28	5561051600	\$614.16
5560824400	\$1,093.20	5561032000	\$614.16	5561051700	\$1,437.12
5560824500	\$614.16	5561032100	\$614.16	5561051800	\$1,093.20
5560824600	\$614.16	5561032200	\$614.16	5561051900	\$614.16
5560824700	\$614.16	5561032300	\$1,916.16	5561052000	\$614.16
5560824800	\$614.16	5561032700	\$1,916.16	5561052100	\$614.16
5560825100	\$614.16	5561032800	\$1,916.16	5561052200	\$614.16
5561010100	\$374.64	5561032900	\$614.16	5561052300	\$614.16
5561010200	\$374.64	5561040200	\$614.16	5561052400	\$1,093.20
5561010900	\$1,437.12	5561040300	\$6,706.56	5561052500	\$1,093.20
5561011000	\$1,093.20	5561040400	\$2,395.20	5561052600	\$614.16
5561011100	\$614.16	5561040500	\$614.16	5561210100	\$614.16
5561011200	\$614.16	5561040600	\$614.16	5561210200	\$614.16
5561020200	\$1,916.16	5561040700	\$1,093.20	5561210300	\$614.16
5561020300	\$1,437.12	5561040800	\$1,093.20	5561210400	\$1,093.20
5561020400	\$1,093.20	5561040900	\$614.16	5561210500	\$614.16
5561020500	\$614.16	5561041000	\$1,093.20	5561210600	\$614.16
5561020600	\$614.16	5561041100	\$614.16	5561210700	\$614.16
5561020800	\$614.16	5561041200	\$1,916.16	5561210800	\$614.16
5561020900	\$1,093.20	5561041300	\$1,093.20	5561210900	\$614.16
5561021000	\$2,395.20	5561041400	\$2,395.20	5561211000	\$614.16
5561021100	\$1,916.16	5561041500	\$614.16	5561211100	\$614.16
5561021200	\$614.16	5561041600	\$614.16	5561220100	\$614.16
5561021300	\$1,572.24	5561041700	\$614.16	5561220200	\$614.16
5561021400	\$614.16	5561041800	\$374.64	5561220300	\$614.16
5561021500	\$614.16	5561050100	\$614.16	5561220400	\$614.16
5561030100	\$1,437.12	5561050200	\$1,916.16	5561220500	\$1,093.20
5561030200	\$614.16	5561050300	\$1,916.16	5561220600	\$614.16
5561030300	\$614.16	5561050400	\$614.16	5561220700	\$614.16
5561030400	\$614.16	5561050500	\$614.16	5561220800	\$614.16
5561030500	\$614.16	5561050600	\$614.16	5561220900	\$614.16
5561030600	\$614.16	5561050700	\$614.16	5561221000	\$614.16
5561030700	\$614.16	5561050800	\$614.16	5561221100	\$1,437.12
5561030800	\$614.16	5561050900	\$614.16	5561230100	\$614.16
5561030900	\$614.16	5561051000	\$614.16	5561230200	\$614.16
5561031000	\$1,093.20	5561051100	\$614.16	5561230300	\$614.16
5561031100	\$614.16	5561051200	\$614.16	5561230400	\$614.16
5561031500	\$1,093.20	5561051300	\$1,093.20	5561230500	\$614.16
5561031600	\$614.16	5561051400	\$1,093.20	5561230600	\$614.16
5561031700	\$614.16	5561051500	\$614.16	5561230700	\$614.16

**APPENDIX A**  
**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5561230800	\$614.16	5561270700	\$614.16	5561804100	\$614.16
5561231000	\$614.16	5561280100	\$614.16	5561804200	\$1,093.20
5561231100	\$614.16	5561280200	\$1,093.20	5561804300	\$614.16
5561231200	\$614.16	5561280300	\$614.16	5561804400	\$614.16
5561231300	\$614.16	5561280400	\$614.16	5561804500	\$614.16
5561231400	\$614.16	5561280500	\$614.16	5561804600	\$614.16
5561231500	\$1,093.20	5561280600	\$1,093.20	5561804700	\$614.16
5561240100	\$614.16	5561280700	\$614.16	5561804800	\$614.16
5561240200	\$1,093.20	5561280800	\$1,093.20	5561804900	\$614.16
5561240300	\$1,093.20	5561280900	\$1,093.20	5561805000	\$614.16
5561240400	\$1,916.16	5561800100	\$1,289.92	5561805200	\$614.16
5561240500	\$614.16	5561800200	\$1,093.20	5561805401	\$479.04
5561240600	\$614.16	5561800300	\$614.16	5561805402	\$479.04
5561240700	\$1,437.12	5561800400	\$614.16	5561805403	\$479.04
5561240800	\$1,093.20	5561800500	\$1,093.20	5561805404	\$479.04
5561240900	\$614.16	5561800600	\$614.16	5561805405	\$479.04
5561250100	\$614.16	5561800700	\$614.16	5561805406	\$479.04
5561250200	\$614.16	5561801000	\$1,916.16	5561805407	\$479.04
5561250300	\$614.16	5561801400	\$4,311.36	5561805408	\$479.04
5561250400	\$614.16	5561801500	\$614.16	5561805409	\$479.04
5561250500	\$614.16	5561801600	\$374.64	5561805410	\$479.04
5561250600	\$3,832.32	5561801700	\$374.64	5561805411	\$479.04
5561250700	\$1,093.20	5561801800	\$374.64	5561805412	\$479.04
5561250800	\$614.16	5561802000	\$1,437.12	5561805413	\$479.04
5561250900	\$1,916.16	5561802300	\$16,121.18	5561805414	\$479.04
5561251000	\$1,093.20	5561802400	\$1,093.20	5561805415	\$479.04
5561251100	\$614.16	5561802500	\$614.16	5561805416	\$479.04
5561260100	\$1,093.20	5561802600	\$614.16	5561805417	\$479.04
5561260200	\$614.16	5561802700	\$614.16	5561805418	\$479.04
5561260300	\$5,145.52	5561802800	\$614.16	5561805419	\$479.04
5561260400	\$9,612.00	5561802900	\$614.16	5561805420	\$479.04
5561260500	\$614.16	5561803000	\$1,437.12	5561805421	\$479.04
5561260600	\$614.16	5561803100	\$614.16	5561805422	\$479.04
5561260700	\$614.16	5561803200	\$1,093.20	5561805423	\$479.04
5561270100	\$614.16	5561803300	\$614.16	5561805424	\$479.04
5561270200	\$614.16	5561803400	\$614.16	5561805425	\$479.04
5561270300	\$5,086.22	5561803500	\$614.16	5561805426	\$479.04
5561270400	\$649.10	5561803600	\$614.16	5561805427	\$479.04
5561270500	\$749.28	5561803900	\$614.16	5561805428	\$479.04
5561270600	\$2,874.24	5561804000	\$614.16	5561805501	\$479.04

**APPENDIX A**  
**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5561805502	\$479.04	5561805542	\$479.04	5561811400	\$614.16
5561805503	\$479.04	5561805543	\$479.04	5561811500	\$614.16
5561805504	\$479.04	5561805544	\$479.04	5561811600	\$614.16
5561805505	\$479.04	5561805545	\$479.04	5561811700	\$614.16
5561805506	\$479.04	5561805546	\$479.04	5561811800	\$614.16
5561805507	\$479.04	5561805547	\$479.04	5561811900	\$614.16
5561805508	\$479.04	5561805548	\$479.04	5561812000	\$614.16
5561805509	\$479.04	5561805549	\$479.04	5561812100	\$614.16
5561805510	\$479.04	5561805550	\$479.04	5562100400	\$580.70
5561805511	\$479.04	5561805551	\$479.04	5562100500	\$614.16
5561805512	\$479.04	5561805552	\$479.04	5562100600	\$614.16
5561805513	\$479.04	5561805553	\$479.04	5562100700	\$614.16
5561805514	\$479.04	5561805554	\$479.04	5562100800	\$614.16
5561805515	\$479.04	5561805555	\$479.04	5562100900	\$1,093.20
5561805516	\$479.04	5561805556	\$479.04	5562101000	\$1,093.20
5561805517	\$479.04	5561805557	\$479.04	5562101100	\$614.16
5561805518	\$479.04	5561805558	\$479.04	5562101200	\$614.16
5561805519	\$479.04	5561805559	\$479.04	5562101300	\$1,916.16
5561805520	\$479.04	5561805560	\$479.04	5562101400	\$1,093.20
5561805521	\$479.04	5561805561	\$479.04	5562101500	\$614.16
5561805522	\$479.04	5561805562	\$479.04	5562101600	\$614.16
5561805523	\$479.04	5561805563	\$479.04	5562101700	\$614.16
5561805524	\$479.04	5561805564	\$479.04	5562101800	\$614.16
5561805525	\$479.04	5561805565	\$479.04	5562101900	\$614.16
5561805526	\$479.04	5561805566	\$479.04	5562102000	\$614.16
5561805527	\$479.04	5561805567	\$479.04	5562102200	\$614.16
5561805528	\$479.04	5561805568	\$479.04	5562102500	\$374.64
5561805529	\$479.04	5561810100	\$614.16	5562102600	\$374.64
5561805530	\$479.04	5561810200	\$614.16	5562102700	\$374.64
5561805531	\$479.04	5561810300	\$614.16	5562110100	\$614.16
5561805532	\$479.04	5561810400	\$1,437.12	5562110200	\$614.16
5561805533	\$479.04	5561810500	\$1,572.24	5562110300	\$614.16
5561805534	\$479.04	5561810600	\$7,664.64	5562110400	\$614.16
5561805535	\$479.04	5561810700	\$614.16	5562110500	\$1,093.20
5561805536	\$479.04	5561810800	\$1,093.20	5562110600	\$614.16
5561805537	\$479.04	5561810900	\$614.16	5562110700	\$1,093.20
5561805538	\$479.04	5561811000	\$1,093.20	5562110800	\$1,916.16
5561805539	\$479.04	5561811100	\$614.16	5562110900	\$1,916.16
5561805540	\$479.04	5561811200	\$1,093.20	5562111000	\$1,437.12
5561805541	\$479.04	5561811300	\$1,093.20	5562111100	\$1,916.16

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**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5562111200	\$1,916.16	5562130600	\$614.16	5562312000	\$1,093.20
5562111300	\$1,916.16	5562130700	\$614.16	5562312100	\$614.16
5562111400	\$1,916.16	5562130800	\$614.16	5562312200	\$614.16
5562111500	\$1,916.16	5562130900	\$614.16	5562320100	\$614.16
5562111600	\$1,916.16	5562131000	\$614.16	5562320300	\$2,874.24
5562111700	\$1,916.16	5562131100	\$614.16	5562320400	\$614.16
5562111800	\$1,916.16	5562131200	\$1,093.20	5562320500	\$1,093.20
5562111900	\$1,916.16	5562131300	\$1,437.12	5562320600	\$1,437.12
5562112000	\$614.16	5562131400	\$1,437.12	5562320700	\$1,916.16
5562112100	\$614.16	5562131500	\$614.16	5562320800	\$1,093.20
5562112200	\$614.16	5562131600	\$614.16	5562320900	\$614.16
5562112300	\$614.16	5562140100	\$4,790.40	5562321000	\$3,353.28
5562112500	\$1,437.12	5562140200	\$614.16	5562321100	\$614.16
5562120100	\$614.16	5562140300	\$1,437.12	5562321200	\$614.16
5562120200	\$614.16	5562140400	\$614.16	5562321300	\$1,093.20
5562120300	\$614.16	5562140500	\$614.16	5562321400	\$2,530.32
5562120700	\$856.58	5562140600	\$614.16	5562321500	\$614.16
5562120800	\$614.16	5562140700	\$614.16	5562321600	\$614.16
5562120900	\$1,437.12	5562140800	\$614.16	5562321700	\$614.16
5562121000	\$614.16	5562140900	\$614.16	5562321800	\$614.16
5562121100	\$2,874.24	5562141000	\$1,916.16	5562321900	\$614.16
5562121200	\$1,437.12	5562310100	\$1,437.12	5562322000	\$1,916.16
5562121300	\$1,916.16	5562310200	\$1,437.12	5562322100	\$614.16
5562121400	\$1,093.20	5562310300	\$1,093.20	5562322200	\$1,093.20
5562121500	\$1,437.12	5562310400	\$614.16	5562322400	\$1,093.20
5562121600	\$614.16	5562310500	\$1,093.20	5562330100	\$614.16
5562121700	\$1,093.20	5562310600	\$614.16	5562330200	\$614.16
5562121800	\$614.16	5562310700	\$614.16	5562330300	\$614.16
5562121900	\$4,790.40	5562310800	\$614.16	5562330400	\$614.16
5562122000	\$1,916.16	5562310900	\$1,093.20	5562330500	\$614.16
5562122100	\$1,916.16	5562311000	\$614.16	5562330600	\$614.16
5562122200	\$1,437.12	5562311100	\$614.16	5562330700	\$614.16
5562122300	\$1,916.16	5562311200	\$1,437.12	5562330800	\$614.16
5562122400	\$1,093.20	5562311300	\$1,093.20	5562330900	\$614.16
5562122500	\$1,437.12	5562311400	\$614.16	5562331000	\$614.16
5562130100	\$614.16	5562311500	\$614.16	5562331100	\$614.16
5562130200	\$614.16	5562311600	\$1,437.12	5562331200	\$614.16
5562130300	\$614.16	5562311700	\$614.16	5562331300	\$614.16
5562130400	\$1,093.20	5562311800	\$1,093.20	5562331400	\$614.16
5562130500	\$614.16	5562311900	\$614.16	5562331500	\$1,093.20



**APPENDIX A**  
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5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5562331600	\$614.16	5563111700	\$614.16	5563131200	\$614.16
5562331700	\$614.16	5563111800	\$1,093.20	5563131300	\$614.16
5562331800	\$614.16	5563111900	\$614.16	5563131400	\$614.16
5562331900	\$614.16	5563112000	\$614.16	5563131500	\$1,093.20
5562332000	\$614.16	5563112100	\$467.76	5563131600	\$614.16
5562332100	\$614.16	5563112200	\$749.28	5563131700	\$614.16
5562332200	\$1,916.16	5563112600	\$614.16	5563132000	\$1,093.20
5562332300	\$614.16	5563112700	\$1,093.20	5563132100	\$1,093.20
5562332400	\$614.16	5563120100	\$614.16	5563140100	\$1,437.12
5562332500	\$614.16	5563120200	\$614.16	5563140200	\$1,572.24
5562332600	\$3,832.32	5563120300	\$2,395.20	5563140300	\$614.16
5562340100	\$2,874.24	5563120400	\$1,093.20	5563140400	\$614.16
5562340200	\$614.16	5563120500	\$1,093.20	5563140500	\$614.16
5562340300	\$1,093.20	5563120600	\$614.16	5563140600	\$614.16
5562340400	\$689.84	5563120700	\$614.16	5563140700	\$614.16
5562340500	\$374.64	5563120800	\$1,093.20	5563140800	\$614.16
5562340600	\$374.64	5563120900	\$1,437.12	5563140900	\$614.16
5562340800	\$1,307.12	5563121000	\$1,093.20	5563141000	\$1,093.20
5562340900	\$614.16	5563121100	\$10,059.84	5563141100	\$614.16
5562341000	\$374.64	5563121200	\$614.16	5563141200	\$614.16
5562341100	\$374.64	5563121300	\$614.16	5563141300	\$614.16
5562341200	\$614.16	5563121400	\$614.16	5563141400	\$614.16
5562341300	\$614.16	5563121500	\$614.16	5563141500	\$614.16
5562341400	\$374.64	5563121600	\$3,832.32	5563141600	\$1,437.12
5562341500	\$467.76	5563121700	\$614.16	5563141700	\$614.16
5562341600	\$1,442.38	5563121800	\$614.16	5563141800	\$614.16
5562341700	\$374.64	5563121900	\$614.16	5563141900	\$614.16
5562341800	\$4,805.32	5563122000	\$614.16	5563142000	\$614.16
5563110100	\$1,490.82	5563122100	\$614.16	5563142100	\$614.16
5563110300	\$500.84	5563122200	\$1,437.12	5563142200	\$614.16
5563110400	\$374.64	5563130100	\$614.16	5563142300	\$3,353.28
5563110500	\$1,129.28	5563130200	\$1,437.12	5563142400	\$1,093.20
5563110600	\$614.16	5563130300	\$614.16	5563142500	\$614.16
5563110700	\$1,093.20	5563130400	\$1,093.20	5563142600	\$614.16
5563110900	\$2,395.20	5563130500	\$614.16	5563310300	\$374.64
5563111100	\$2,395.20	5563130600	\$614.16	5563310400	\$3,316.70
5563111300	\$614.16	5563130800	\$614.16	5563310500	\$858.60
5563111400	\$614.16	5563130900	\$614.16	5563311000	\$614.16
5563111500	\$614.16	5563131000	\$614.16	5563311100	\$614.16
5563111600	\$10,059.84	5563131100	\$1,093.20	5563311200	\$1,916.16

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5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5563311300	\$8,153.96	5563331200	\$1,437.12	5563511400	\$3,832.32
5563311400	\$1,831.74	5563331400	\$2,395.20	5563511900	\$614.16
5563312200	\$526.32	5563331500	\$374.64	5563512000	\$614.16
5563312300	\$374.64	5563331700	\$374.64	5563512200	\$1,093.20
5563312500	\$1,171.80	5563331800	\$749.28	5563512300	\$1,323.00
5563312600	\$6,282.08	5563340100	\$614.16	5563520100	\$614.16
5563320100	\$1,093.20	5563340300	\$614.16	5563520200	\$1,572.24
5563320200	\$614.16	5563340400	\$614.16	5563520300	\$1,093.20
5563320400	\$614.16	5563340500	\$614.16	5563520400	\$614.16
5563320500	\$1,093.20	5563340600	\$614.16	5563520500	\$1,437.12
5563320600	\$1,437.12	5563340700	\$614.16	5563520600	\$614.16
5563320700	\$1,437.12	5563340800	\$614.16	5563520800	\$614.16
5563320800	\$614.16	5563340900	\$614.16	5563520900	\$614.16
5563320900	\$5,269.44	5563341000	\$614.16	5563521000	\$614.16
5563321000	\$1,093.20	5563341100	\$614.16	5563521100	\$614.16
5563321100	\$1,916.16	5563341200	\$1,093.20	5563521200	\$614.16
5563321200	\$1,093.20	5563341300	\$614.16	5563521300	\$614.16
5563321500	\$2,395.20	5563341400	\$614.16	5563521400	\$1,093.20
5563321600	\$623.70	5563341500	\$614.16	5563521600	\$505.56
5563321700	\$374.64	5563341600	\$614.16	5563521800	\$2,054.04
5563322000	\$374.64	5563341700	\$4,790.40	5563521900	\$374.64
5563322100	\$374.64	5563341800	\$1,437.12	5563522000	\$614.16
5563322200	\$374.64	5563342000	\$374.64	5563522100	\$614.16
5563322300	\$614.16	5563342100	\$614.16	5563522200	\$614.16
5563322400	\$374.64	5563342200	\$374.64	5563530200	\$614.16
5563322500	\$374.64	5563342300	\$614.16	5563530300	\$1,923.06
5563322600	\$1,093.20	5563342400	\$614.16	5563530400	\$1,093.20
5563322700	\$614.16	5563342500	\$614.16	5563530500	\$614.16
5563322800	\$614.16	5563342600	\$1,916.16	5563530600	\$614.16
5563330100	\$614.16	5563510100	\$614.16	5563530700	\$614.16
5563330200	\$614.16	5563510200	\$614.16	5563530800	\$614.16
5563330300	\$1,093.20	5563510300	\$614.16	5563530900	\$374.64
5563330400	\$1,093.20	5563510400	\$614.16	5563531000	\$1,162.34
5563330500	\$614.16	5563510500	\$614.16	5563531100	\$1,916.16
5563330600	\$4,790.40	5563510600	\$614.16	5563531200	\$1,916.16
5563330700	\$614.16	5563510800	\$614.16	5563531300	\$614.16
5563330800	\$1,093.20	5563511000	\$614.16	5563531400	\$1,916.16
5563330900	\$614.16	5563511100	\$614.16	5563531500	\$1,916.16
5563331000	\$2,874.24	5563511200	\$614.16	5563531600	\$614.16
5563331100	\$2,874.24	5563511300	\$614.16	5563540100	\$1,437.12

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**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5563540200	\$1,437.12	5564130900	\$1,437.12	5564180300	\$614.16
5563540300	\$614.16	5564131000	\$374.64	5564180400	\$614.16
5563540400	\$1,093.20	5564140400	\$1,093.20	5564180500	\$614.16
5563540500	\$614.16	5564140500	\$1,437.12	5564180600	\$614.16
5563540600	\$1,916.16	5564140700	\$609.52	5564180700	\$614.16
5563540700	\$595.98	5564140800	\$699.30	5564180800	\$614.16
5563540800	\$374.64	5564140900	\$1,429.52	5564180900	\$1,093.20
5563540900	\$614.16	5564141100	\$614.16	5564181000	\$2,395.20
5563541000	\$374.64	5564150100	\$614.16	5564181100	\$1,916.16
5563541100	\$1,437.12	5564150200	\$2,395.20	5564181200	\$614.16
5563541500	\$374.64	5564150300	\$1,572.24	5564181300	\$614.16
5563541600	\$1,202.88	5564150400	\$1,093.20	5564710700	\$614.16
5563541800	\$2,613.22	5564150500	\$1,437.12	5564710800	\$614.16
5563541900	\$1,850.70	5564150600	\$614.16	5564710900	\$614.16
5563542000	\$1,093.20	5564150700	\$614.16	5564711000	\$1,093.20
5564110100	\$374.64	5564150800	\$614.16	5564711100	\$614.16
5564110200	\$1,093.20	5564150900	\$614.16	5564711200	\$614.16
5564110500	\$2,874.24	5564151000	\$614.16	5564711300	\$614.16
5564110600	\$1,437.12	5564160100	\$614.16	5564711400	\$614.16
5564110700	\$614.16	5564160200	\$614.16	5564711500	\$1,093.20
5564110800	\$614.16	5564160300	\$614.16	5564711600	\$374.64
5564110900	\$1,093.20	5564160500	\$614.16	5564712300	\$374.64
5564120100	\$614.16	5564161000	\$4,790.40	5564712500	\$614.16
5564120200	\$614.16	5564161100	\$614.16	5564712601	\$479.04
5564120300	\$614.16	5564161200	\$614.16	5564712602	\$479.04
5564120400	\$1,437.12	5564161300	\$614.16	5564712603	\$479.04
5564120500	\$614.16	5564161400	\$614.16	5564712604	\$479.04
5564120600	\$1,093.20	5564161500	\$614.16	5564712605	\$479.04
5564120700	\$2,395.20	5564161600	\$7,664.64	5564712606	\$479.04
5564120800	\$1,572.24	5564161700	\$614.16	5564712607	\$479.04
5564120900	\$1,093.20	5564170100	\$614.16	5564712608	\$479.04
5564121000	\$614.16	5564170200	\$1,093.20	5564712609	\$479.04
5564121100	\$1,093.20	5564170300	\$1,916.16	5564712610	\$479.04
5564130100	\$614.16	5564170400	\$2,051.28	5564712611	\$479.04
5564130200	\$2,874.24	5564170500	\$614.16	5564712612	\$479.04
5564130400	\$1,437.12	5564170600	\$614.16	5564712613	\$479.04
5564130500	\$1,916.16	5564170700	\$614.16	5564712614	\$479.04
5564130600	\$614.16	5564170800	\$614.16	5564712615	\$479.04
5564130700	\$1,093.20	5564180100	\$614.16	5564712616	\$479.04
5564130800	\$1,093.20	5564180200	\$614.16	5564712617	\$479.04

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**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5564712701	\$479.04	5564712741	\$479.04	5564712817	\$479.04
5564712702	\$479.04	5564712742	\$479.04	5564712818	\$479.04
5564712703	\$479.04	5564712743	\$479.04	5564712819	\$479.04
5564712704	\$479.04	5564712744	\$479.04	5564712820	\$479.04
5564712705	\$479.04	5564712745	\$479.04	5564712821	\$479.04
5564712706	\$479.04	5564712746	\$479.04	5564712822	\$479.04
5564712707	\$479.04	5564712747	\$479.04	5564712823	\$479.04
5564712708	\$479.04	5564712748	\$479.04	5564712824	\$479.04
5564712709	\$479.04	5564712749	\$479.04	5564712825	\$479.04
5564712710	\$479.04	5564712750	\$479.04	5564712826	\$479.04
5564712711	\$479.04	5564712751	\$479.04	5564712827	\$479.04
5564712712	\$479.04	5564712752	\$479.04	5564712828	\$479.04
5564712713	\$479.04	5564712753	\$479.04	5564712829	\$479.04
5564712714	\$479.04	5564712754	\$479.04	5564712830	\$479.04
5564712715	\$479.04	5564712755	\$479.04	5564712831	\$479.04
5564712716	\$479.04	5564712756	\$479.04	5564712832	\$479.04
5564712717	\$479.04	5564712757	\$479.04	5564712833	\$479.04
5564712718	\$479.04	5564712758	\$479.04	5564712834	\$479.04
5564712719	\$479.04	5564712759	\$479.04	5564712835	\$479.04
5564712720	\$479.04	5564712760	\$479.04	5564712836	\$479.04
5564712721	\$479.04	5564712761	\$479.04	5564712837	\$479.04
5564712722	\$479.04	5564712762	\$479.04	5564712838	\$479.04
5564712723	\$479.04	5564712763	\$479.04	5564712839	\$479.04
5564712724	\$479.04	5564712764	\$479.04	5564712840	\$479.04
5564712725	\$479.04	5564712801	\$479.04	5564712841	\$479.04
5564712726	\$479.04	5564712802	\$479.04	5564712842	\$479.04
5564712727	\$479.04	5564712803	\$479.04	5564712843	\$479.04
5564712728	\$479.04	5564712804	\$479.04	5564712844	\$479.04
5564712729	\$479.04	5564712805	\$479.04	5564712845	\$479.04
5564712730	\$479.04	5564712806	\$479.04	5564712846	\$479.04
5564712731	\$479.04	5564712807	\$479.04	5564712847	\$479.04
5564712732	\$479.04	5564712808	\$479.04	5564712848	\$479.04
5564712733	\$479.04	5564712809	\$479.04	5564712901	\$479.04
5564712734	\$479.04	5564712810	\$479.04	5564712902	\$479.04
5564712735	\$479.04	5564712811	\$479.04	5564712903	\$479.04
5564712736	\$479.04	5564712812	\$479.04	5564712904	\$479.04
5564712737	\$479.04	5564712813	\$479.04	5564712905	\$479.04
5564712738	\$479.04	5564712814	\$479.04	5564712906	\$479.04
5564712739	\$479.04	5564712815	\$479.04	5564712907	\$479.04
5564712740	\$479.04	5564712816	\$479.04	5564712908	\$479.04

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**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5564712909	\$479.04	5564722600	\$60,838.08	5564742500	\$614.16
5564712910	\$479.04	5564722900	\$614.16	5564742600	\$614.16
5564712911	\$479.04	5564723000	\$614.16	5564742700	\$1,093.20
5564712912	\$479.04	5564723100	\$614.16	5564742800	\$614.16
5564712913	\$479.04	5564723200	\$614.16	5564742900	\$614.16
5564712914	\$479.04	5564723300	\$614.16	5564910300	\$2,874.24
5564712915	\$479.04	5564723400	\$614.16	5564910400	\$614.16
5564712916	\$479.04	5564730100	\$614.16	5564910500	\$1,093.20
5564712917	\$479.04	5564730200	\$614.16	5564910600	\$1,916.16
5564712918	\$479.04	5564730300	\$614.16	5564920600	\$1,916.16
5564712919	\$479.04	5564730400	\$1,093.20	5564921000	\$374.64
5564712920	\$479.04	5564730500	\$1,093.20	5564921200	\$374.64
5564712921	\$479.04	5564730600	\$614.16	5564921300	\$567.00
5564712922	\$479.04	5564730700	\$1,093.20	5564921400	\$374.64
5564712923	\$479.04	5564730800	\$1,916.16	5564921600	\$4,677.18
5564712924	\$479.04	5564730900	\$614.16	5564921700	\$374.64
5564712925	\$479.04	5564731000	\$614.16	5564921800	\$374.64
5564712926	\$479.04	5564731100	\$614.16	5564921900	\$3,036.02
5564712927	\$479.04	5564731200	\$614.16	5564922300	\$28,431.38
5564712928	\$479.04	5564731300	\$1,093.20	5564922400	\$548.10
5564712929	\$479.04	5564731400	\$614.16	5564930600	\$2,395.20
5564712930	\$479.04	5564731500	\$1,461.38	5564930700	\$1,437.12
5564712931	\$479.04	5564731800	\$420.52	5564930800	\$2,189.42
5564712932	\$479.04	5564740100	\$2,874.24	5564931100	\$5,320.34
5564712933	\$479.04	5564740400	\$2,395.20	5565100400	\$3,023.28
5564712934	\$479.04	5564740900	\$1,916.16	5565100500	\$1,067.84
5564712935	\$479.04	5564741100	\$1,437.12	5565100600	\$749.28
5564712936	\$479.04	5564741200	\$1,093.20	5565100700	\$765.44
5564712937	\$479.04	5564741300	\$614.16	5565101200	\$10,146.96
5564712938	\$479.04	5564741400	\$614.16	5565101300	\$1,093.20
5564712939	\$479.04	5564741500	\$614.16	5565101400	\$614.16
5564712940	\$479.04	5564741600	\$614.16	5565101500	\$614.16
5564712941	\$479.04	5564741700	\$614.16	5565101600	\$614.16
5564712942	\$479.04	5564741800	\$614.16	5565101700	\$614.16
5564721300	\$1,437.12	5564741900	\$614.16	5565101800	\$1,093.20
5564721400	\$11,976.00	5564742000	\$1,093.20	5565101900	\$1,093.20
5564721500	\$1,093.20	5564742100	\$749.28	5565102000	\$614.16
5564722000	\$614.16	5564742200	\$614.16	5565102100	\$614.16
5564722200	\$614.16	5564742300	\$614.16	5565102200	\$614.16
5564722300	\$3,930.26	5564742400	\$614.16	5565102300	\$614.16

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5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5565102400	\$614.16	5565512300	\$614.16	5565541000	\$529.20
5565102500	\$1,437.12	5565512400	\$1,093.20	5565541100	\$614.16
5565103500	\$888.30	5565512500	\$3,832.32	5565541200	\$614.16
5565103600	\$3,562.64	5565520300	\$614.16	5565541300	\$614.16
5565103800	\$614.16	5565520400	\$614.16	5565541400	\$614.16
5565103900	\$614.16	5565520500	\$1,093.20	5565541500	\$614.16
5565104000	\$614.16	5565520600	\$614.16	5565542100	\$888.30
5565104100	\$614.16	5565520700	\$614.16	5565542201	\$479.04
5565104200	\$614.16	5565520800	\$614.16	5565542202	\$479.04
5565104300	\$1,437.12	5565520900	\$614.16	5565542203	\$479.04
5565104400	\$614.16	5565521000	\$614.16	5565542204	\$479.04
5565104500	\$614.16	5565521100	\$614.16	5565542205	\$479.04
5565104600	\$614.16	5565521200	\$1,093.20	5565542206	\$479.04
5565104700	\$1,916.16	5565521600	\$614.16	5565542207	\$479.04
5565104800	\$2,395.20	5565521700	\$614.16	5565542208	\$479.04
5565104900	\$1,093.20	5565521800	\$1,093.20	5565542209	\$479.04
5565105000	\$1,093.20	5565521900	\$614.16	5565542210	\$479.04
5565105500	\$3,353.28	5565522000	\$1,437.12	5565542211	\$479.04
5565105700	\$1,093.20	5565522100	\$1,437.12	5565542212	\$479.04
5565106100	\$1,093.20	5565522200	\$614.16	5565542213	\$479.04
5565106300	\$22,889.52	5565522300	\$614.16	5565542214	\$479.04
5565510100	\$1,093.20	5565522400	\$614.16	5565542215	\$479.04
5565510200	\$491.40	5565522700	\$374.64	5565542216	\$479.04
5565510400	\$1,437.12	5565522800	\$3,699.66	5565542217	\$479.04
5565510500	\$614.16	5565522900	\$614.16	5565542218	\$479.04
5565510600	\$1,916.16	5565530100	\$374.64	5565542219	\$479.04
5565510700	\$614.16	5565530300	\$374.64	5565542220	\$479.04
5565510800	\$614.16	5565530400	\$374.64	5565542221	\$479.04
5565510900	\$614.16	5565530500	\$374.64	5565542222	\$479.04
5565511000	\$614.16	5565530700	\$614.16	5565542223	\$479.04
5565511100	\$614.16	5565531000	\$614.16	5565542224	\$479.04
5565511200	\$5,748.48	5565531100	\$614.16	5565542225	\$479.04
5565511500	\$614.16	5565531400	\$614.16	5565542226	\$479.04
5565511600	\$614.16	5565540100	\$2,395.20	5565542227	\$479.04
5565511700	\$3,353.28	5565540300	\$1,093.20	5565542228	\$479.04
5565511800	\$4,790.40	5565540400	\$1,437.12	5565542229	\$479.04
5565511900	\$614.16	5565540500	\$1,093.20	5565542230	\$479.04
5565512000	\$614.16	5565540600	\$1,437.12	5565542231	\$479.04
5565512100	\$614.16	5565540700	\$614.16	5565542232	\$479.04
5565512200	\$614.16	5565540800	\$614.16	5565542233	\$479.04

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5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5565542234	\$479.04	5565601300	\$2,874.24	5570110700	\$614.16
5565542235	\$479.04	5565601900	\$1,093.20	5570110800	\$614.16
5565542236	\$479.04	5565602000	\$1,093.20	5570110900	\$614.16
5565542237	\$479.04	5565602100	\$1,093.20	5570111000	\$614.16
5565542238	\$479.04	5565602200	\$1,093.20	5570111200	\$614.16
5565542239	\$479.04	5565602300	\$1,093.20	5570111300	\$614.16
5565542240	\$479.04	5565602400	\$1,093.20	5570111400	\$614.16
5565542241	\$479.04	5565602500	\$1,093.20	5570111500	\$614.16
5565542242	\$479.04	5565602600	\$1,093.20	5570111600	\$614.16
5565542243	\$479.04	5565602700	\$7,664.64	5570111700	\$614.16
5565542244	\$479.04	5565603100	\$1,093.20	5570111800	\$614.16
5565542245	\$479.04	5565603500	\$7,664.64	5570111900	\$614.16
5565542246	\$479.04	5565603700	\$4,790.40	5570112000	\$614.16
5565542247	\$479.04	5565603800	\$7,664.64	5570112100	\$614.16
5565542248	\$479.04	5565604000	\$614.16	5570112200	\$614.16
5565542249	\$479.04	5565604100	\$46,488.54	5570112300	\$614.16
5565542250	\$479.04	5565604300	\$374.64	5570112400	\$614.16
5565542251	\$479.04	5565604400	\$1,908.90	5570112500	\$614.16
5565542252	\$479.04	5565901400	\$614.16	5570112600	\$614.16
5565542253	\$479.04	5565901800	\$614.16	5570120100	\$1,093.20
5565542254	\$479.04	5565902000	\$702.96	5570120200	\$614.16
5565542255	\$479.04	5565902300	\$374.64	5570120300	\$1,093.20
5565542256	\$479.04	5565904500	\$614.16	5570120400	\$1,572.24
5565542257	\$479.04	5565904800	\$13,352.84	5570120500	\$614.16
5565542258	\$479.04	5565904900	\$374.64	5570120600	\$614.16
5565542259	\$479.04	5565905100	\$604.80	5570120700	\$1,093.20
5565542260	\$479.04	5565905400	\$9,724.44	5570120800	\$1,093.20
5565542261	\$479.04	5565905500	\$4,686.08	5570120900	\$1,093.20
5565600100	\$1,437.12	5565905600	\$4,099.20	5570121000	\$1,093.20
5565600200	\$614.16	5565905800	\$14,505.74	5570121100	\$1,093.20
5565600300	\$614.16	5565905900	\$374.64	5570130100	\$614.16
5565600400	\$1,093.20	5565906000	\$392.16	5570130200	\$614.16
5565600500	\$614.16	5565906100	\$93,346.82	5570130300	\$1,093.20
5565600600	\$614.16	5565906300	\$30,465.36	5570130400	\$1,093.20
5565600700	\$614.16	5565906400	\$10,399.72	5570130500	\$1,093.20
5565600800	\$1,916.16	5570110200	\$1,093.20	5570130600	\$1,093.20
5565600900	\$1,437.12	5570110300	\$614.16	5570130700	\$1,093.20
5565601000	\$614.16	5570110400	\$614.16	5570130800	\$1,093.20
5565601100	\$1,093.20	5570110500	\$614.16	5570131000	\$1,093.20
5565601200	\$3,832.32	5570110600	\$1,093.20	5570131100	\$614.16

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5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5570210100	\$614.16	5570222100	\$614.16	5570422700	\$614.16
5570210200	\$1,093.20	5570222200	\$614.16	5570422800	\$614.16
5570210300	\$614.16	5570300100	\$565.24	5570422900	\$1,093.20
5570210400	\$614.16	5570300200	\$614.16	5570423400	\$614.16
5570210500	\$614.16	5570300300	\$374.64	5570423600	\$614.16
5570210600	\$614.16	5570300400	\$614.16	5570423700	\$2,395.20
5570210700	\$614.16	5570300500	\$614.16	5570500400	\$614.16
5570210800	\$614.16	5570300700	\$614.16	5570500500	\$614.16
5570211000	\$374.64	5570300800	\$614.16	5570500600	\$614.16
5570211100	\$614.16	5570300900	\$614.16	5570502800	\$614.16
5570211200	\$614.16	5570301300	\$614.16	5570503100	\$614.16
5570211300	\$614.16	5570301400	\$614.16	5570503401	\$479.04
5570211400	\$614.16	5570301700	\$614.16	5570503402	\$479.04
5570211500	\$614.16	5570301800	\$1,093.20	5570503403	\$479.04
5570211600	\$614.16	5570302200	\$1,093.20	5570503404	\$479.04
5570211700	\$614.16	5570302300	\$3,832.32	5570503405	\$479.04
5570211800	\$614.16	5570302600	\$1,093.20	5570503406	\$479.04
5570211900	\$614.16	5570302700	\$1,093.20	5570503407	\$479.04
5570212000	\$614.16	5570302800	\$5,269.44	5570503408	\$479.04
5570212100	\$614.16	5570302900	\$614.16	5570503409	\$479.04
5570220100	\$614.16	5570410100	\$7,185.60	5570503410	\$479.04
5570220200	\$614.16	5570410200	\$1,437.12	5570503411	\$479.04
5570220300	\$614.16	5570410500	\$614.16	5570503412	\$479.04
5570220400	\$614.16	5570410600	\$614.16	5570503413	\$479.04
5570220500	\$614.16	5570410700	\$1,093.20	5570503414	\$479.04
5570220600	\$614.16	5570410800	\$1,437.12	5570503415	\$479.04
5570220700	\$614.16	5570410900	\$614.16	5570503416	\$479.04
5570220800	\$614.16	5570420100	\$1,093.20	5570503417	\$479.04
5570220900	\$614.16	5570420200	\$614.16	5570503418	\$479.04
5570221000	\$614.16	5570420500	\$1,093.20	5570503419	\$479.04
5570221100	\$614.16	5570420600	\$614.16	5570503420	\$479.04
5570221200	\$614.16	5570420700	\$614.16	5570503421	\$479.04
5570221300	\$614.16	5570420800	\$1,572.24	5570503422	\$479.04
5570221400	\$614.16	5570420900	\$1,093.20	5570503423	\$479.04
5570221500	\$614.16	5570421000	\$614.16	5570503424	\$479.04
5570221600	\$614.16	5570422200	\$1,093.20	5570503425	\$479.04
5570221700	\$614.16	5570422300	\$1,093.20	5570503426	\$479.04
5570221800	\$614.16	5570422400	\$614.16	5570503427	\$479.04
5570221900	\$614.16	5570422500	\$614.16	5570503428	\$479.04
5570222000	\$614.16	5570422600	\$614.16	5570503429	\$479.04



**APPENDIX A**  
**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5570503430	\$479.04	5570504636	\$479.04	5570603600	\$1,916.16
5570503431	\$479.04	5570504637	\$479.04	5570603700	\$1,093.20
5570503432	\$479.04	5570504638	\$479.04	5570603900	\$614.16
5570503433	\$479.04	5570504639	\$479.04	5570604000	\$614.16
5570503434	\$479.04	5570504640	\$479.04	5570604400	\$1,093.20
5570504601	\$479.04	5570504700	\$614.16	5570604500	\$614.16
5570504602	\$479.04	5570504800	\$614.16	5570604700	\$614.16
5570504603	\$479.04	5570504900	\$614.16	5570604800	\$614.16
5570504604	\$479.04	5570505400	\$614.16	5570604900	\$614.16
5570504605	\$479.04	5570505500	\$614.16	5570710100	\$614.16
5570504606	\$479.04	5570505600	\$614.16	5570710200	\$1,093.20
5570504607	\$479.04	5570505700	\$614.16	5570710300	\$614.16
5570504608	\$479.04	5570505800	\$614.16	5570710400	\$614.16
5570504609	\$479.04	5570505900	\$614.16	5570710700	\$1,093.20
5570504610	\$479.04	5570506000	\$614.16	5570710800	\$614.16
5570504611	\$479.04	5570506100	\$614.16	5570710900	\$1,093.20
5570504612	\$479.04	5570506200	\$1,093.20	5570711000	\$1,093.20
5570504613	\$479.04	5570600100	\$614.16	5570711100	\$1,093.20
5570504614	\$479.04	5570600200	\$614.16	5570711200	\$614.16
5570504615	\$479.04	5570600300	\$2,051.28	5570720200	\$1,572.24
5570504616	\$479.04	5570600400	\$614.16	5570720300	\$25,963.86
5570504617	\$479.04	5570600500	\$1,093.20	5570810200	\$614.16
5570504618	\$479.04	5570600800	\$614.16	5570810300	\$614.16
5570504619	\$479.04	5570601000	\$1,437.12	5570810500	\$1,437.12
5570504620	\$479.04	5570601100	\$1,093.20	5570810600	\$1,093.20
5570504621	\$479.04	5570601200	\$614.16	5570810700	\$1,093.20
5570504622	\$479.04	5570601300	\$614.16	5570810900	\$614.16
5570504623	\$479.04	5570601400	\$614.16	5570811200	\$614.16
5570504624	\$479.04	5570601500	\$1,437.12	5570811300	\$614.16
5570504625	\$479.04	5570601600	\$614.16	5570821200	\$5,561.32
5570504626	\$479.04	5570602000	\$1,093.20	5570910300	\$614.16
5570504627	\$479.04	5570602100	\$614.16	5570910400	\$3,832.32
5570504628	\$479.04	5570602200	\$1,437.12	5570910700	\$1,093.20
5570504629	\$479.04	5570602400	\$1,093.20	5570910800	\$2,051.28
5570504630	\$479.04	5570602700	\$614.16	5570910900	\$614.16
5570504631	\$479.04	5570602800	\$1,437.12	5570911100	\$5.24
5570504632	\$479.04	5570603100	\$614.16	5570911200	\$614.16
5570504633	\$479.04	5570603200	\$1,437.12	5570911400	\$1,093.20
5570504634	\$479.04	5570603300	\$614.16	5570911800	\$614.16
5570504635	\$479.04	5570603400	\$614.16	5570911900	\$614.16

**APPENDIX A**

**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5570912000	\$2,874.24	5571012400	\$614.16	5571202200	\$1,916.16
5570912100	\$3,353.28	5571012500	\$614.16	5571202300	\$1,916.16
5570912200	\$1,093.20	5571012600	\$1,093.20	5571202500	\$1,916.16
5570912300	\$4,311.36	5571012700	\$614.16	5571203300	\$614.16
5570920100	\$1,916.16	5571012800	\$614.16	5571203500	\$1,093.20
5570920200	\$1,093.20	5571012900	\$1,093.20	5571203700	\$1,916.16
5570920300	\$1,093.20	5571013000	\$1,093.20	5571203800	\$1,916.16
5570920400	\$1,093.20	5571013400	\$614.16	5571204000	\$5,748.48
5570920500	\$1,093.20	5571020100	\$614.16	5571204401	\$479.04
5570920600	\$1,093.20	5571020200	\$614.16	5571204402	\$479.04
5570920700	\$1,093.20	5571020600	\$614.16	5571204403	\$479.04
5570920800	\$1,093.20	5571020700	\$11,562.06	5571204404	\$479.04
5570920900	\$1,093.20	5571020800	\$374.64	5571204405	\$479.04
5570921000	\$1,093.20	5571020900	\$614.16	5571400400	\$614.16
5570921100	\$1,093.20	5571021200	\$614.16	5571400500	\$614.16
5570921200	\$1,093.20	5571021300	\$1,093.20	5571400600	\$614.16
5570921300	\$1,093.20	5571021400	\$406.34	5571401200	\$614.16
5570921400	\$1,093.20	5571021900	\$374.64	5571401300	\$614.16
5570921700	\$859.94	5571022400	\$1,093.20	5571401400	\$1,437.12
5570922000	\$614.16	5571022500	\$1,093.20	5571401500	\$614.16
5570922100	\$1,916.16	5571022600	\$1,093.20	5571401800	\$614.16
5570922200	\$1,916.16	5571022700	\$1,252.12	5571401900	\$614.16
5570922300	\$614.16	5571022900	\$614.16	5571402000	\$1,093.20
5570922400	\$614.16	5571110100	\$614.16	5571402100	\$614.16
5571010400	\$614.16	5571110200	\$1,093.20	5571402400	\$14,850.24
5571010500	\$614.16	5571110400	\$1,437.12	5571402600	\$27,305.28
5571010600	\$614.16	5571110500	\$614.16	5571402700	\$614.16
5571010800	\$614.16	5571110600	\$1,093.20	5571403500	\$13,892.16
5571010900	\$614.16	5571110700	\$2,874.24	5571403900	\$1,313.54
5571011000	\$614.16	5571110800	\$2,395.20	5571500800	\$600.06
5571011100	\$1,093.20	5571110900	\$1,437.12	5571501700	\$1,521.44
5571011200	\$1,093.20	5571111000	\$1,093.20	5571501900	\$2,173.48
5571011300	\$614.16	5571120100	\$614.16	5571502000	\$2,310.52
5571011400	\$614.16	5571120200	\$614.16	5571502100	\$38,347.92
5571011500	\$614.16	5571120300	\$1,093.20	5571611300	\$3,241.34
5571011600	\$614.16	5571120400	\$614.16	5571620500	\$10,976.16
5571011700	\$1,093.20	5571121000	\$3,764.46	5571710100	\$3,384.46
5571011900	\$1,093.20	5571121200	\$374.64	5571710300	\$614.16
5571012200	\$614.16	5571121300	\$2,648.88	5571720200	\$614.16
5571012300	\$614.16	5571202100	\$374.64	5571720300	\$614.16

**APPENDIX A**  
**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5571720400	\$614.16	5571901700	\$6,706.56	5572201400	\$614.16
5571720500	\$614.16	5571901800	\$16,287.36	5572201500	\$614.16
5571720600	\$614.16	5571902000	\$6,706.56	5572201600	\$1,093.20
5571720700	\$1,093.20	5571902900	\$3,832.32	5572201700	\$614.16
5571720800	\$1,093.20	5571903600	\$614.16	5572201800	\$614.16
5571721001	\$1,916.16	5571903800	\$16,868.12	5572202000	\$614.16
5571721002	\$1,916.16	5571903900	\$601.02	5572202100	\$614.16
5571730100	\$1,093.20	5571904000	\$7,060.28	5572202200	\$614.16
5571730200	\$1,093.20	5571904100	\$614.16	5572202300	\$614.16
5571730400	\$614.16	5571904200	\$614.16	5572202400	\$614.16
5571730500	\$614.16	5571904300	\$1,093.20	5572202500	\$614.16
5571730600	\$1,093.20	5572000100	\$1,093.20	5572202600	\$1,437.12
5571730700	\$614.16	5572000200	\$614.16	5572202700	\$2,395.20
5571800300	\$1,093.20	5572000300	\$614.16	5572202800	\$1,093.20
5571800400	\$1,093.20	5572000400	\$614.16	5572202900	\$1,093.20
5571800500	\$7,664.64	5572000700	\$614.16	5572203000	\$1,093.20
5571800600	\$614.16	5572000800	\$614.16	5572203100	\$1,093.20
5571800700	\$614.16	5572000900	\$614.16	5572203200	\$1,093.20
5571800800	\$614.16	5572001000	\$614.16	5572203300	\$1,093.20
5571801300	\$26,826.24	5572001100	\$614.16	5572203400	\$1,093.20
5571801600	\$1,093.20	5572001300	\$1,093.20	5572203500	\$1,093.20
5571802100	\$10,538.88	5572002300	\$614.16	5572203600	\$1,093.20
5571803200	\$12,455.04	5572002400	\$614.16	5572203700	\$1,093.20
5571803300	\$3,832.32	5572003000	\$614.16	5572203800	\$1,093.20
5571803400	\$6,706.56	5572004500	\$614.16	5572203900	\$1,093.20
5571803500	\$614.16	5572004600	\$7,664.64	5572204000	\$1,093.20
5571803600	\$614.16	5572004800	\$1,916.16	5572204100	\$1,093.20
5571803700	\$614.16	5572005000	\$1,437.12	5572204200	\$1,093.20
5571803800	\$614.16	5572005100	\$2,874.24	5572204300	\$1,093.20
5571803900	\$614.16	5572005200	\$614.16	5572204400	\$1,093.20
5571804000	\$614.16	5572200100	\$1,437.12	5572204500	\$1,093.20
5571804100	\$614.16	5572200200	\$614.16	5572204600	\$1,093.20
5571804200	\$614.16	5572200400	\$614.16	5572204700	\$1,093.20
5571900100	\$15,918.50	5572200500	\$614.16	5572204800	\$1,093.20
5571900900	\$614.16	5572200600	\$614.16	5572204900	\$1,093.20
5571901000	\$614.16	5572200800	\$614.16	5572205000	\$1,093.20
5571901100	\$614.16	5572200900	\$614.16	5572205100	\$1,093.20
5571901200	\$614.16	5572201000	\$614.16	5572205200	\$1,437.12
5571901300	\$614.16	5572201200	\$614.16	5572205400	\$1,093.20
5571901400	\$614.16	5572201300	\$614.16	5572205500	\$614.16

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5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5572205600	\$614.16	5572504521	\$479.04	5572504810	\$479.04
5572205700	\$614.16	5572504522	\$479.04	5572504811	\$479.04
5572205800	\$614.16	5572504523	\$479.04	5572504812	\$479.04
5572205900	\$614.16	5572504524	\$479.04	5572504813	\$479.04
5572206000	\$614.16	5572504525	\$479.04	5572504814	\$479.04
5572206100	\$614.16	5572504526	\$479.04	5572504815	\$479.04
5572206200	\$614.16	5572504527	\$479.04	5572504816	\$479.04
5572206300	\$614.16	5572504528	\$479.04	5572504817	\$479.04
5572206400	\$614.16	5572504529	\$5.24	5572504818	\$479.04
5572206500	\$614.16	5572504530	\$479.04	5572504819	\$479.04
5572500100	\$614.16	5572504531	\$479.04	5572504820	\$479.04
5572500400	\$614.16	5572504532	\$479.04	5572504821	\$479.04
5572501000	\$614.16	5572504533	\$479.04	5572504900	\$718.20
5572501200	\$1,431.00	5572504534	\$479.04	5572505000	\$11,755.66
5572502100	\$614.16	5572504535	\$479.04	5572610200	\$614.16
5572502200	\$24,910.08	5572504536	\$479.04	5572610300	\$614.16
5572502800	\$614.16	5572504537	\$479.04	5572610400	\$614.16
5572503600	\$38,323.20	5572504538	\$479.04	5572610500	\$614.16
5572503800	\$15,808.32	5572504539	\$479.04	5572610600	\$614.16
5572504300	\$50,430.24	5572504540	\$479.04	5572610700	\$614.16
5572504501	\$479.04	5572504541	\$479.04	5572610800	\$614.16
5572504502	\$479.04	5572504542	\$479.04	5572610900	\$614.16
5572504503	\$479.04	5572504543	\$479.04	5572611000	\$614.16
5572504504	\$479.04	5572504544	\$479.04	5572611100	\$614.16
5572504505	\$479.04	5572504545	\$479.04	5572611200	\$614.16
5572504506	\$479.04	5572504546	\$479.04	5572611300	\$614.16
5572504507	\$479.04	5572504547	\$479.04	5572611400	\$614.16
5572504508	\$479.04	5572504548	\$479.04	5572611500	\$614.16
5572504509	\$479.04	5572504549	\$479.04	5572611600	\$614.16
5572504510	\$479.04	5572504550	\$479.04	5572611700	\$614.16
5572504511	\$479.04	5572504700	\$571.72	5572611800	\$614.16
5572504512	\$479.04	5572504801	\$479.04	5572611900	\$614.16
5572504513	\$479.04	5572504802	\$479.04	5572612000	\$614.16
5572504514	\$479.04	5572504803	\$479.04	5572612100	\$614.16
5572504515	\$479.04	5572504804	\$479.04	5572612200	\$614.16
5572504516	\$479.04	5572504805	\$479.04	5572620100	\$614.16
5572504517	\$479.04	5572504806	\$479.04	5572620200	\$614.16
5572504518	\$479.04	5572504807	\$479.04	5572620300	\$614.16
5572504519	\$479.04	5572504808	\$479.04	5572620400	\$614.16
5572504520	\$479.04	5572504809	\$479.04	5572620500	\$614.16

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5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5572620600	\$614.16	5572900300	\$614.16	5573020600	\$614.16
5572620700	\$614.16	5572900400	\$614.16	5573020700	\$614.16
5572620800	\$614.16	5572900500	\$614.16	5573020800	\$614.16
5572620900	\$614.16	5572900600	\$614.16	5573020900	\$614.16
5572621000	\$614.16	5572900700	\$614.16	5573021000	\$614.16
5572700100	\$614.16	5572900800	\$614.16	5573021100	\$614.16
5572700200	\$614.16	5572900900	\$614.16	5573021200	\$614.16
5572700300	\$614.16	5572901100	\$614.16	5573021300	\$614.16
5572700400	\$614.16	5572901200	\$614.16	5573021400	\$614.16
5572700500	\$614.16	5572901600	\$614.16	5573101800	\$26,294.60
5572700600	\$614.16	5572901800	\$614.16	5573102000	\$68,023.68
5572700700	\$614.16	5572901900	\$614.16	5573102200	\$2,881.00
5572700800	\$614.16	5572902000	\$614.16	5573102400	\$1,044.62
5572700900	\$614.16	5572902100	\$614.16	5573102701	\$505.56
5572701000	\$614.16	5572902300	\$614.16	5573102800	\$9,109.20
5572701100	\$614.16	5572902500	\$614.16	5573220900	\$11,969.80
5572701200	\$614.16	5572902600	\$1,093.20	5573221000	\$6,856.52
5572701300	\$614.16	5572902700	\$614.16	5573221100	\$6,398.06
5572701400	\$614.16	5572902800	\$614.16	5573221400	\$47,388.76
5572701500	\$614.16	5572902900	\$614.16	5573221500	\$69,933.36
5572701600	\$614.16	5572903000	\$614.16	5573221600	\$406.34
5572701700	\$614.16	5573010100	\$1,093.20	5573221700	\$1,162.34
5572701800	\$614.16	5573010300	\$1,093.20	5573300100	\$614.16
5572701900	\$614.16	5573010400	\$1,093.20	5573300200	\$614.16
5572702000	\$614.16	5573010500	\$1,093.20	5573300300	\$614.16
5572800800	\$1,093.20	5573010600	\$614.16	5573300400	\$614.16
5572800900	\$614.16	5573010700	\$614.16	5573300800	\$374.64
5572801000	\$614.16	5573010800	\$614.16	5573300900	\$374.64
5572803100	\$614.16	5573010900	\$614.16	5573301000	\$614.16
5572803200	\$614.16	5573011000	\$614.16	5573301100	\$614.16
5572803300	\$614.16	5573011100	\$614.16	5573301200	\$614.16
5572803400	\$614.16	5573011300	\$614.16	5573301300	\$614.16
5572803500	\$614.16	5573011400	\$614.16	5573301400	\$614.16
5572803600	\$779.62	5573011500	\$614.16	5573410200	\$614.16
5572803900	\$1,437.12	5573011600	\$614.16	5573410300	\$614.16
5572804100	\$614.16	5573020100	\$614.16	5573410400	\$614.16
5572804200	\$614.16	5573020200	\$614.16	5573410500	\$1,093.20
5572804400	\$614.16	5573020300	\$614.16	5573410800	\$614.16
5572804500	\$614.16	5573020400	\$614.16	5573410900	\$614.16
5572900100	\$1,093.20	5573020500	\$614.16	5573411000	\$614.16

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5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5573411100	\$614.16	5573612800	\$1,437.12	5573901500	\$614.16
5573420200	\$614.16	5573612900	\$614.16	5573901600	\$614.16
5573420300	\$614.16	5573613000	\$614.16	5573901700	\$614.16
5573420400	\$1,093.20	5573620100	\$614.16	5573901800	\$614.16
5573420500	\$614.16	5573620200	\$614.16	5573901900	\$614.16
5573420600	\$614.16	5573620300	\$614.16	5573902000	\$614.16
5573420700	\$614.16	5573620400	\$614.16	5573902100	\$614.16
5573420800	\$614.16	5573620500	\$614.16	5573902200	\$614.16
5573420900	\$614.16	5573620600	\$614.16	5573902300	\$614.16
5573421000	\$614.16	5573620700	\$614.16	5573902500	\$2,395.20
5573421100	\$1,093.20	5573620800	\$614.16	5573902900	\$614.16
5573421200	\$614.16	5573620900	\$614.16	5573903000	\$614.16
5573421300	\$614.16	5573621300	\$614.16	5573903100	\$614.16
5573510500	\$614.16	5573621500	\$1,572.24	5573903200	\$614.16
5573510600	\$614.16	5573621600	\$1,572.24	5573903300	\$614.16
5573510700	\$614.16	5573621700	\$614.16	5573903400	\$614.16
5573510800	\$614.16	5573621800	\$614.16	5574000600	\$614.16
5573510900	\$614.16	5573800800	\$614.16	5574001200	\$614.16
5573511200	\$614.16	5573800900	\$614.16	5574001300	\$614.16
5573511300	\$614.16	5573801000	\$614.16	5574002100	\$614.16
5573511500	\$614.16	5573801100	\$614.16	5574002300	\$614.16
5573610700	\$614.16	5573801700	\$614.16	5574002800	\$614.16
5573610800	\$614.16	5573801800	\$614.16	5574002900	\$614.16
5573610900	\$614.16	5573802400	\$614.16	5574003000	\$614.16
5573611000	\$614.16	5573803000	\$614.16	5574003100	\$614.16
5573611100	\$614.16	5573803200	\$614.16	5574003200	\$614.16
5573611200	\$614.16	5573804000	\$1,721.76	5574003300	\$614.16
5573611300	\$614.16	5573805000	\$3,105.26	5574003400	\$614.16
5573611400	\$614.16	5573805100	\$39,433.80	5574003500	\$614.16
5573611500	\$614.16	5573805200	\$614.16	5574003600	\$614.16
5573611600	\$614.16	5573805300	\$614.16	5574003700	\$614.16
5573611700	\$614.16	5573805400	\$614.16	5574003800	\$614.16
5573611800	\$614.16	5573805500	\$614.16	5574003900	\$614.16
5573612000	\$614.16	5573805600	\$614.16	5574004000	\$614.16
5573612200	\$614.16	5573806300	\$9,079.68	5574004100	\$614.16
5573612300	\$1,916.16	5573806400	\$1,093.20	5574004200	\$614.16
5573612400	\$1,916.16	5573806600	\$39,272.04	5574004300	\$614.16
5573612500	\$1,916.16	5573806700	\$8,136.18	5574004400	\$614.16
5573612600	\$614.16	5573806800	\$4,772.38	5574004500	\$614.16
5573612700	\$614.16	5573901400	\$614.16	5574004600	\$614.16

**APPENDIX A**

**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5574004700	\$614.16	5574300800	\$614.16	5574404600	\$1,916.16
5574004800	\$614.16	5574300900	\$1,437.12	5574404900	\$1,916.16
5574004900	\$614.16	5574301000	\$614.16	5574405000	\$1,916.16
5574005000	\$614.16	5574301100	\$614.16	5574405100	\$614.16
5574005100	\$614.16	5574301200	\$1,093.20	5574405200	\$5,748.48
5574005200	\$614.16	5574301300	\$614.16	5574405300	\$3,832.32
5574005300	\$614.16	5574301400	\$614.16	5574405400	\$614.16
5574005400	\$614.16	5574301600	\$614.16	5574406001	\$479.04
5574005500	\$614.16	5574301700	\$614.16	5574406002	\$479.04
5574100500	\$702.46	5574301800	\$614.16	5574406003	\$479.04
5574100800	\$614.16	5574302000	\$614.16	5574406004	\$479.04
5574101100	\$3,700.24	5574302100	\$614.16	5574406005	\$479.04
5574101500	\$374.64	5574302200	\$6,227.52	5574406006	\$479.04
5574101600	\$1,093.20	5574302700	\$33,532.80	5574406007	\$479.04
5574101700	\$11,496.96	5574303000	\$614.16	5574406008	\$479.04
5574101900	\$1,711.58	5574303100	\$1,093.20	5574406009	\$479.04
5574102400	\$16,871.30	5574303200	\$1,093.20	5574406010	\$479.04
5574102800	\$36,886.08	5574303800	\$614.16	5574406011	\$479.04
5574202000	\$7,664.64	5574303900	\$614.16	5574406012	\$479.04
5574203000	\$56,196.00	5574304000	\$614.16	5574406013	\$479.04
5574203100	\$7,664.90	5574304100	\$2,395.20	5574406014	\$479.04
5574203300	\$7,887.20	5574400400	\$614.16	5574406015	\$479.04
5574203601	\$479.04	5574400700	\$5,748.48	5574406016	\$479.04
5574203602	\$479.04	5574400800	\$614.16	5574406017	\$479.04
5574203603	\$479.04	5574401300	\$614.16	5574406018	\$479.04
5574203604	\$479.04	5574401600	\$614.16	5574406019	\$479.04
5574203605	\$479.04	5574401800	\$614.16	5574406020	\$479.04
5574203606	\$479.04	5574401900	\$614.16	5574406021	\$479.04
5574203607	\$479.04	5574402400	\$614.16	5574406022	\$479.04
5574203608	\$479.04	5574403100	\$5,748.48	5574406023	\$479.04
5574203609	\$479.04	5574403200	\$5,748.48	5574406200	\$614.16
5574203610	\$479.04	5574403300	\$5,748.48	5574500100	\$614.16
5574203611	\$479.04	5574403400	\$5,748.48	5574500200	\$614.16
5574203612	\$479.04	5574403800	\$614.16	5574500300	\$614.16
5574203613	\$479.04	5574403900	\$614.16	5574500400	\$614.16
5574203614	\$479.04	5574404000	\$5,748.48	5574500500	\$614.16
5574203615	\$479.04	5574404100	\$614.16	5574500600	\$614.16
5574203616	\$479.04	5574404200	\$1,572.24	5574500700	\$614.16
5574300500	\$614.16	5574404400	\$11,496.96	5574500800	\$614.16
5574300600	\$614.16	5574404500	\$1,916.16	5574500900	\$614.16

**APPENDIX A**  
**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5574501000	\$614.16	5580210600	\$614.16	5580304900	\$614.16
5574501100	\$614.16	5580210700	\$614.16	5580305000	\$614.16
5574501200	\$614.16	5580210800	\$614.16	5580305100	\$614.16
5574501300	\$614.16	5580210900	\$614.16	5580305200	\$614.16
5574501400	\$614.16	5580211000	\$2,395.20	5580305300	\$614.16
5574501500	\$614.16	5580220200	\$1,093.20	5580305400	\$614.16
5574501600	\$614.16	5580220300	\$614.16	5580305500	\$614.16
5574501700	\$614.16	5580220400	\$1,437.12	5580305600	\$614.16
5574501800	\$614.16	5580220500	\$1,093.20	5580305700	\$614.16
5574501900	\$614.16	5580220600	\$1,093.20	5580305800	\$614.16
5574502000	\$614.16	5580220700	\$614.16	5580305900	\$614.16
5574502100	\$614.16	5580220800	\$1,437.12	5580306000	\$614.16
5574502200	\$614.16	5580220900	\$614.16	5580306100	\$614.16
5574502300	\$614.16	5580221000	\$614.16	5580306200	\$614.16
5574502400	\$614.16	5580221100	\$1,093.20	5580306300	\$614.16
5574502500	\$614.16	5580221200	\$1,093.20	5580306400	\$614.16
5574502600	\$614.16	5580221300	\$1,916.16	5580306500	\$614.16
5574502700	\$614.16	5580221400	\$614.16	5580306600	\$614.16
5574502800	\$614.16	5580221500	\$1,572.24	5580306700	\$614.16
5574502900	\$614.16	5580221600	\$614.16	5580306800	\$614.16
5574503000	\$614.16	5580221700	\$1,093.20	5580306900	\$614.16
5574503100	\$614.16	5580221800	\$2,051.28	5580307000	\$614.16
5574503200	\$614.16	5580221900	\$4,790.40	5580307100	\$614.16
5574503300	\$614.16	5580230100	\$1,498.56	5580307200	\$614.16
5574503400	\$614.16	5580230300	\$1,916.16	5580307300	\$614.16
5580100300	\$11,496.96	5580230400	\$614.16	5580307400	\$614.16
5580102600	\$859.94	5580230500	\$1,437.12	5580307500	\$614.16
5580102900	\$86,227.20	5580230600	\$614.16	5580307600	\$614.16
5580103600	\$1,011.14	5580230800	\$1,916.16	5580307700	\$614.16
5580103700	\$40,239.36	5580230900	\$1,916.16	5580307800	\$614.16
5580104500	\$178,202.88	5580302300	\$374.64	5580307900	\$614.16
5580104800	\$3,140.68	5580302400	\$17,530.30	5580308000	\$614.16
5580105500	\$64,379.42	5580302700	\$374.64	5580308100	\$614.16
5580105800	\$1,587.60	5580302800	\$8,802.42	5580308200	\$614.16
5580105900	\$44,760.96	5580303000	\$1,022.58	5580308300	\$614.16
5580210100	\$1,093.20	5580303100	\$374.64	5580308400	\$614.16
5580210200	\$1,093.20	5580304000	\$4,650.50	5580308500	\$614.16
5580210300	\$1,093.20	5580304100	\$28,791.26	5580308600	\$614.16
5580210400	\$1,437.12	5580304700	\$2,943.24	5580308700	\$614.16
5580210500	\$614.16	5580304800	\$614.16	5580308800	\$614.16



**APPENDIX A**  
**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5580308900	\$614.16	5580500500	\$614.16	5580700400	\$614.16
5580410100	\$614.16	5580500600	\$614.16	5580700500	\$614.16
5580410300	\$614.16	5580500700	\$614.16	5580700600	\$614.16
5580410400	\$614.16	5580500800	\$614.16	5580700700	\$614.16
5580420100	\$614.16	5580500900	\$614.16	5580700800	\$614.16
5580420200	\$614.16	5580501000	\$614.16	5580700900	\$614.16
5580430100	\$614.16	5580501100	\$614.16	5580701000	\$614.16
5580430200	\$614.16	5580501200	\$614.16	5580701100	\$614.16
5580430300	\$614.16	5580501300	\$614.16	5580701200	\$614.16
5580430400	\$614.16	5580501400	\$614.16	5580701300	\$614.16
5580430500	\$614.16	5580501500	\$614.16	5580701400	\$614.16
5580430600	\$614.16	5580501600	\$614.16	5580701500	\$614.16
5580430700	\$614.16	5580501700	\$614.16	5580701600	\$614.16
5580430800	\$614.16	5580501800	\$614.16	5580701700	\$614.16
5580430900	\$614.16	5580501900	\$614.16	5580701800	\$614.16
5580431000	\$614.16	5580502200	\$3,725.74	5580701900	\$614.16
5580431100	\$614.16	5580502400	\$10,538.88	5580702000	\$614.16
5580431200	\$614.16	5580600100	\$614.16	5580910400	\$614.16
5580431300	\$614.16	5580600200	\$614.16	5580910800	\$614.16
5580431400	\$614.16	5580600300	\$614.16	5580911400	\$1,093.20
5580431500	\$614.16	5580600400	\$614.16	5580911600	\$614.16
5580431600	\$614.16	5580600500	\$614.16	5580911700	\$614.16
5580431700	\$614.16	5580600600	\$614.16	5580912000	\$614.16
5580431800	\$614.16	5580600700	\$614.16	5580912100	\$614.16
5580431900	\$614.16	5580600800	\$614.16	5580912300	\$614.16
5580432000	\$614.16	5580600900	\$614.16	5580912700	\$23,670.14
5580440100	\$614.16	5580601000	\$614.16	5580920100	\$614.16
5580440200	\$614.16	5580601100	\$614.16	5580920200	\$614.16
5580440300	\$614.16	5580601200	\$614.16	5580920300	\$614.16
5580440400	\$614.16	5580601300	\$614.16	5580920800	\$614.16
5580440500	\$614.16	5580601400	\$614.16	5580920900	\$614.16
5580440600	\$614.16	5580601500	\$614.16	5580921000	\$614.16
5580440700	\$614.16	5580601600	\$614.16	5580921100	\$614.16
5580440800	\$614.16	5580601700	\$614.16	5580921200	\$614.16
5580440900	\$614.16	5580601800	\$614.16	5580921300	\$614.16
5580441000	\$614.16	5580601900	\$614.16	5580921400	\$1,437.12
5580500100	\$614.16	5580602000	\$614.16	5580921600	\$614.16
5580500200	\$614.16	5580700100	\$614.16	5580922900	\$614.16
5580500300	\$614.16	5580700200	\$614.16	5580923300	\$614.16
5580500400	\$614.16	5580700300	\$614.16	5580923400	\$614.16

**APPENDIX A**  
**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5580923600	\$614.16	5581024000	\$614.16	5581200900	\$614.16
5580923700	\$614.16	5581024100	\$614.16	5581201000	\$614.16
5580923800	\$614.16	5581024200	\$614.16	5581201100	\$614.16
5580923900	\$614.16	5581024300	\$614.16	5581201200	\$614.16
5580924000	\$614.16	5581024400	\$614.16	5581201300	\$614.16
5581020100	\$1,093.20	5581024500	\$614.16	5581201400	\$614.16
5581020200	\$614.16	5581024600	\$614.16	5581201500	\$614.16
5581020300	\$614.16	5581024700	\$614.16	5581201600	\$614.16
5581020400	\$614.16	5581024800	\$614.16	5581201700	\$614.16
5581020500	\$614.16	5581024900	\$614.16	5581201800	\$614.16
5581020700	\$614.16	5581025000	\$614.16	5581310100	\$614.16
5581020800	\$614.16	5581025100	\$614.16	5581310200	\$614.16
5581020900	\$614.16	5581025200	\$614.16	5581310300	\$614.16
5581021000	\$614.16	5581025300	\$614.16	5581310400	\$614.16
5581021100	\$1,093.20	5581025400	\$614.16	5581310500	\$614.16
5581021500	\$614.16	5581025500	\$614.16	5581310600	\$614.16
5581021600	\$614.16	5581025600	\$614.16	5581310700	\$614.16
5581021700	\$614.16	5581025700	\$1,093.20	5581310800	\$614.16
5581021800	\$614.16	5581025800	\$1,093.20	5581310900	\$614.16
5581021900	\$614.16	5581025900	\$1,093.20	5581311000	\$614.16
5581022000	\$614.16	5581026300	\$614.16	5581311100	\$614.16
5581022100	\$614.16	5581026400	\$614.16	5581311200	\$614.16
5581022200	\$614.16	5581026500	\$614.16	5581311300	\$614.16
5581022300	\$614.16	5581026600	\$614.16	5581311400	\$614.16
5581022400	\$614.16	5581030100	\$614.16	5581311500	\$614.16
5581022500	\$614.16	5581030200	\$614.16	5581311600	\$614.16
5581022600	\$614.16	5581030300	\$614.16	5581311700	\$614.16
5581022700	\$614.16	5581030400	\$614.16	5581320100	\$614.16
5581022800	\$614.16	5581030500	\$614.16	5581320200	\$614.16
5581022900	\$614.16	5581030600	\$614.16	5581320300	\$614.16
5581023000	\$614.16	5581030700	\$614.16	5581320400	\$614.16
5581023100	\$614.16	5581030800	\$614.16	5581320600	\$614.16
5581023200	\$614.16	5581200100	\$614.16	5581320700	\$614.16
5581023300	\$614.16	5581200200	\$614.16	5581320800	\$614.16
5581023400	\$614.16	5581200300	\$614.16	5581320900	\$614.16
5581023500	\$614.16	5581200400	\$614.16	5581321100	\$614.16
5581023600	\$614.16	5581200500	\$614.16	5581321200	\$614.16
5581023700	\$614.16	5581200600	\$614.16	5581321300	\$614.16
5581023800	\$614.16	5581200700	\$614.16	5581321500	\$614.16
5581023900	\$614.16	5581200800	\$614.16	5581321600	\$614.16

**APPENDIX A**  
**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5581321700	\$614.16	5581520300	\$614.16	5581700400	\$614.16
5581321800	\$614.16	5581530100	\$614.16	5581700600	\$614.16
5581321900	\$614.16	5581530200	\$614.16	5581700700	\$614.16
5581322000	\$614.16	5581530300	\$614.16	5581700800	\$614.16
5581322100	\$614.16	5581530400	\$614.16	5581700900	\$614.16
5581322200	\$614.16	5581530600	\$614.16	5581701000	\$614.16
5581322300	\$614.16	5581530700	\$614.16	5581701500	\$1,093.20
5581322400	\$614.16	5581531000	\$614.16	5581701600	\$614.16
5581400400	\$614.16	5581531100	\$614.16	5581701700	\$614.16
5581400500	\$614.16	5581531200	\$614.16	5581701800	\$614.16
5581400700	\$614.16	5581531300	\$614.16	5581701900	\$614.16
5581401200	\$614.16	5581531400	\$614.16	5581702000	\$614.16
5581401300	\$614.16	5581531500	\$614.16	5581702500	\$614.16
5581401400	\$614.16	5581531600	\$614.16	5581702600	\$614.16
5581401500	\$614.16	5581531800	\$614.16	5581702700	\$614.16
5581401700	\$614.16	5581532000	\$614.16	5581702800	\$614.16
5581401800	\$614.16	5581532100	\$614.16	5581702900	\$614.16
5581401900	\$614.16	5581610100	\$614.16	5581703000	\$614.16
5581402100	\$614.16	5581610200	\$614.16	5581703100	\$614.16
5581402200	\$5.66	5581610300	\$614.16	5581703400	\$614.16
5581402500	\$614.16	5581610400	\$614.16	5581800400	\$614.16
5581402700	\$614.16	5581610500	\$614.16	5581800500	\$614.16
5581402800	\$614.16	5581610600	\$614.16	5581800600	\$614.16
5581403100	\$614.16	5581610700	\$614.16	5581800700	\$614.16
5581403200	\$614.16	5581610800	\$614.16	5581800800	\$614.16
5581510300	\$614.16	5581620100	\$614.16	5581800900	\$614.16
5581510400	\$614.16	5581620200	\$614.16	5581801300	\$614.16
5581510500	\$614.16	5581620300	\$614.16	5581801400	\$614.16
5581510600	\$614.16	5581620400	\$614.16	5581801500	\$614.16
5581510700	\$614.16	5581620500	\$614.16	5581801600	\$614.16
5581510800	\$614.16	5581620700	\$1,093.20	5581801700	\$614.16
5581510900	\$614.16	5581620800	\$614.16	5581801800	\$614.16
5581511000	\$614.16	5581620900	\$614.16	5581801900	\$614.16
5581511100	\$614.16	5581621000	\$614.16	5581802000	\$614.16
5581511200	\$614.16	5581621300	\$614.16	5581802100	\$614.16
5581511300	\$614.16	5581621400	\$614.16	5581802200	\$614.16
5581511400	\$614.16	5581621500	\$614.16	5581802300	\$614.16
5581511500	\$614.16	5581621600	\$614.16	5581802400	\$614.16
5581520100	\$614.16	5581621700	\$614.16	5581802500	\$614.16
5581520200	\$614.16	5581621800	\$538.64	5581802600	\$614.16

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5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5581802700	\$614.16	5582100200	\$614.16	5582204200	\$2,874.24
5581802800	\$614.16	5582100300	\$614.16	5582204300	\$11,496.96
5581802900	\$614.16	5582100400	\$614.16	5582204400	\$8,622.72
5581803000	\$614.16	5582100700	\$1,093.20	5582300400	\$1,093.20
5581803100	\$614.16	5582100900	\$614.16	5582300500	\$614.16
5581900700	\$614.16	5582101100	\$614.16	5582300600	\$614.16
5581900800	\$614.16	5582101200	\$614.16	5582300700	\$1,437.12
5581900900	\$1,093.20	5582101300	\$1,437.12	5582301200	\$844.74
5581901000	\$614.16	5582101400	\$614.16	5582301300	\$1,093.20
5581901500	\$1,437.12	5582101500	\$1,437.12	5582301400	\$614.16
5581901600	\$1,093.20	5582101600	\$614.16	5582301500	\$614.16
5581901700	\$2,395.20	5582101800	\$614.16	5582301600	\$614.16
5581902100	\$614.16	5582101900	\$614.16	5582301700	\$1,093.20
5581902800	\$9,182.04	5582102000	\$1,093.20	5582301800	\$1,093.20
5581903400	\$614.16	5582102100	\$614.16	5582301900	\$614.16
5581903500	\$1,437.12	5582102300	\$1,437.12	5582302000	\$614.16
5582000200	\$614.16	5582102700	\$614.16	5582302600	\$2,272.68
5582000300	\$614.16	5582102800	\$614.16	5582302700	\$614.16
5582000400	\$614.16	5582102900	\$1,093.20	5582302900	\$614.16
5582000500	\$614.16	5582103000	\$1,601.76	5582400100	\$614.16
5582000600	\$614.16	5582200300	\$1,093.20	5582400200	\$614.16
5582000700	\$614.16	5582200600	\$3,353.28	5582400300	\$614.16
5582000900	\$614.16	5582200700	\$567.00	5582400400	\$614.16
5582001000	\$614.16	5582200800	\$374.64	5582400500	\$614.16
5582001100	\$614.16	5582200900	\$1,093.20	5582400600	\$614.16
5582001500	\$614.16	5582201000	\$614.16	5582400700	\$614.16
5582001600	\$1,093.20	5582201200	\$614.16	5582401200	\$614.16
5582001700	\$1,093.20	5582201300	\$614.16	5582401300	\$614.16
5582001800	\$1,916.16	5582201400	\$614.16	5582401400	\$614.16
5582001900	\$1,437.12	5582201500	\$614.16	5582401800	\$614.16
5582002300	\$614.16	5582201600	\$614.16	5582401900	\$614.16
5582002400	\$374.64	5582201700	\$614.16	5582500100	\$374.64
5582003100	\$1,916.16	5582201800	\$1,916.16	5582500200	\$614.16
5582003300	\$614.16	5582202100	\$614.16	5582500300	\$614.16
5582003400	\$614.16	5582202600	\$614.16	5582500400	\$614.16
5582003500	\$1,093.20	5582202800	\$614.16	5582500500	\$614.16
5582004300	\$614.16	5582202900	\$1,093.20	5582500600	\$1,093.20
5582004400	\$614.16	5582203000	\$1,093.20	5582500900	\$1,093.20
5582004900	\$2,051.28	5582203400	\$1,093.20	5582501000	\$614.16
5582005100	\$1,916.16	5582204100	\$1,916.16	5582501100	\$614.16

**APPENDIX A**  
**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5582501200	\$614.16	5582601800	\$614.16	5582701200	\$614.16
5582501400	\$614.16	5582601900	\$614.16	5582701300	\$614.16
5582501600	\$614.16	5582602000	\$1,093.20	5582701400	\$614.16
5582501700	\$1,093.20	5582602100	\$614.16	5582701500	\$614.16
5582501800	\$1,093.20	5582602300	\$614.16	5582701600	\$614.16
5582502100	\$614.16	5582602400	\$614.16	5582701700	\$614.16
5582502200	\$1,093.20	5582602500	\$614.16	5582701800	\$1,093.20
5582502500	\$614.16	5582602600	\$614.16	5582701900	\$614.16
5582502600	\$614.16	5582602700	\$1,093.20	5582702000	\$614.16
5582503000	\$1,093.20	5582602800	\$1,093.20	5582702100	\$614.16
5582503100	\$614.16	5582603000	\$614.16	5582702200	\$614.16
5582503200	\$1,093.20	5582603500	\$614.16	5582702300	\$614.16
5582503300	\$614.16	5582603600	\$614.16	5582702400	\$1,093.20
5582503400	\$614.16	5582603700	\$614.16	5582702900	\$614.16
5582503500	\$4,790.40	5582603800	\$614.16	5582703000	\$614.16
5582503600	\$614.16	5582603900	\$614.16	5582703300	\$614.16
5582503700	\$614.16	5582604000	\$614.16	5582703700	\$1,093.20
5582503800	\$614.16	5582604100	\$614.16	5582703900	\$614.16
5582504000	\$2,530.32	5582604300	\$614.16	5582704000	\$1,916.16
5582504100	\$614.16	5582604400	\$1,093.20	5582704300	\$1,093.20
5582504200	\$614.16	5582604500	\$614.16	5582704400	\$1,093.20
5582504300	\$1,093.20	5582604600	\$1,093.20	5582704500	\$1,093.20
5582504500	\$614.16	5582604700	\$614.16	5582704600	\$1,093.20
5582504600	\$1,093.20	5582604800	\$1,093.20	5582705000	\$614.16
5582504700	\$614.16	5582604900	\$614.16	5582705100	\$1,093.20
5582504800	\$614.16	5582605000	\$1,093.20	5582705200	\$614.16
5582504900	\$614.16	5582605400	\$1,093.20	5582705300	\$614.16
5582505200	\$1,093.20	5582605500	\$614.16	5582705400	\$614.16
5582505400	\$614.16	5582605600	\$1,093.20	5582705500	\$614.16
5582505500	\$614.16	5582605700	\$614.16	5582705600	\$614.16
5582505600	\$1,916.16	5582605900	\$1,093.20	5582810400	\$614.16
5582505700	\$614.16	5582700300	\$1,093.20	5582810600	\$614.16
5582600100	\$415.80	5582700400	\$1,093.20	5582810700	\$614.16
5582600200	\$614.16	5582700500	\$614.16	5582810800	\$614.16
5582600300	\$1,916.16	5582700600	\$614.16	5582810900	\$614.16
5582600400	\$1,093.20	5582700700	\$614.16	5582811200	\$1,093.20
5582600500	\$614.16	5582700800	\$614.16	5582811300	\$614.16
5582601000	\$2,530.32	5582700900	\$614.16	5582811400	\$614.16
5582601600	\$614.16	5582701000	\$1,437.12	5582811600	\$614.16
5582601700	\$614.16	5582701100	\$614.16	5582811700	\$614.16

**APPENDIX A**  
**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5582811900	\$614.16	5583001700	\$1,916.16	5583102600	\$614.16
5582812500	\$614.16	5583001800	\$1,093.20	5583102700	\$1,093.20
5582812700	\$614.16	5583002000	\$614.16	5583102800	\$1,093.20
5582813000	\$614.16	5583002400	\$614.16	5583102900	\$1,093.20
5582900100	\$614.16	5583002500	\$614.16	5583103000	\$1,093.20
5582900200	\$614.16	5583003100	\$614.16	5583103100	\$614.16
5582900300	\$614.16	5583003200	\$614.16	5583103200	\$614.16
5582900400	\$614.16	5583003300	\$1,093.20	5583103300	\$614.16
5582900500	\$614.16	5583003400	\$1,093.20	5583103400	\$614.16
5582900600	\$614.16	5583003600	\$614.16	5583103700	\$614.16
5582900700	\$614.16	5583003700	\$614.16	5583103800	\$614.16
5582900800	\$614.16	5583003800	\$1,093.20	5583103900	\$614.16
5582900900	\$614.16	5583003900	\$1,093.20	5583104000	\$1,093.20
5582901000	\$614.16	5583004400	\$614.16	5583104100	\$614.16
5582901100	\$614.16	5583004500	\$1,093.20	5583104500	\$1,093.20
5582901200	\$614.16	5583004600	\$614.16	5583104600	\$614.16
5582901300	\$614.16	5583004700	\$1,093.20	5583104700	\$1,093.20
5582901400	\$614.16	5583004800	\$614.16	5583104800	\$2,051.28
5582901500	\$614.16	5583004900	\$614.16	5583104900	\$614.16
5582901800	\$614.16	5583005000	\$1,093.20	5583105000	\$1,093.20
5582901900	\$614.16	5583005100	\$1,093.20	5583105100	\$614.16
5582902000	\$614.16	5583005200	\$576.44	5583105200	\$7,664.64
5582902100	\$614.16	5583005300	\$1,093.20	5583200200	\$614.16
5582902200	\$614.16	5583005400	\$1,093.20	5583200300	\$1,093.20
5582902300	\$614.16	5583005500	\$1,093.20	5583200400	\$1,093.20
5582902500	\$1,093.20	5583005600	\$1,093.20	5583200500	\$614.16
5582902600	\$1,093.20	5583005700	\$614.16	5583200600	\$1,093.20
5582902700	\$1,916.16	5583005900	\$1,093.20	5583201000	\$614.16
5583000200	\$614.16	5583100800	\$614.16	5583201400	\$1,093.20
5583000300	\$614.16	5583101000	\$2,051.28	5583201500	\$614.16
5583000500	\$614.16	5583101100	\$614.16	5583201600	\$614.16
5583000600	\$614.16	5583101200	\$614.16	5583201700	\$614.16
5583000800	\$614.16	5583101600	\$614.16	5583201800	\$614.16
5583000900	\$1,093.20	5583101800	\$1,093.20	5583202900	\$614.16
5583001000	\$1,093.20	5583101900	\$614.16	5583203000	\$614.16
5583001100	\$1,093.20	5583102100	\$614.16	5583203200	\$1,093.20
5583001200	\$614.16	5583102200	\$614.16	5583203400	\$1,093.20
5583001300	\$614.16	5583102300	\$1,093.20	5583203500	\$1,093.20
5583001500	\$614.16	5583102400	\$1,093.20	5583203700	\$614.16
5583001600	\$614.16	5583102500	\$1,093.20	5583203800	\$1,093.20

**APPENDIX A**  
**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5583203900	\$1,093.20	5590321000	\$614.16	5590403501	\$1,864.40
5583204000	\$614.16	5590321100	\$422.80	5590403601	\$2,929.50
5583204100	\$1,093.20	5590321500	\$614.16	5590405000	\$548.10
5583204200	\$614.16	5590321600	\$614.16	5590405800	\$3,472.86
5583204400	\$1,093.20	5590321800	\$415.80	5590510400	\$374.64
5583204500	\$614.16	5590322000	\$374.64	5590520100	\$374.64
5583204600	\$614.16	5590330100	\$1,093.20	5590520500	\$374.64
5583204700	\$614.16	5590330400	\$614.16	5590520600	\$614.16
5583204800	\$614.16	5590330600	\$614.16	5590520900	\$374.64
5583300400	\$1,093.20	5590330900	\$1,093.20	5590521000	\$374.64
5583300700	\$614.16	5590331000	\$374.64	5590521300	\$374.64
5583300800	\$614.16	5590331100	\$614.16	5590521400	\$374.64
5583301000	\$614.16	5590331200	\$614.16	5590550100	\$374.64
5583301200	\$614.16	5590331300	\$374.64	5590550800	\$374.64
5583301400	\$614.16	5590331600	\$374.64	5590550900	\$614.16
5583301500	\$614.16	5590331700	\$374.64	5590551000	\$510.30
5583301900	\$614.16	5590340100	\$1,093.20	5590551100	\$374.64
5583302100	\$1,093.20	5590340200	\$614.16	5590551200	\$374.64
5583302200	\$1,093.20	5590340400	\$614.16	5590551400	\$374.64
5583302300	\$614.16	5590340500	\$614.16	5590611800	\$1,318.26
5583302900	\$614.16	5590340600	\$1,437.12	5590620100	\$1,262.66
5583303200	\$614.16	5590340700	\$614.16	5590620200	\$614.16
5583303400	\$614.16	5590340800	\$1,093.20	5590620300	\$1,093.20
5583303500	\$1,093.20	5590340900	\$1,093.20	5590620400	\$713.16
5583303600	\$614.16	5590341000	\$614.16	5590620500	\$770.16
5583303700	\$1,093.20	5590341300	\$374.64	5590620600	\$614.16
5583303800	\$614.16	5590341400	\$642.60	5590620800	\$614.16
5590100400	\$2,339.66	5590350400	\$614.16	5590621000	\$614.16
5590100800	\$374.64	5590350500	\$614.16	5590621100	\$614.16
5590100900	\$862.92	5590350600	\$1,313.54	5590630500	\$374.64
5590101200	\$374.64	5590350700	\$614.16	5590630700	\$793.80
5590210600	\$374.64	5590350800	\$614.16	5590631300	\$374.64
5590210900	\$374.64	5590350900	\$614.16	5590631401	\$614.16
5590220400	\$453.60	5590351400	\$524.62	5590631402	\$614.16
5590222400	\$374.64	5590351500	\$374.64	5590631403	\$614.16
5590230800	\$729.14	5590400401	\$74,810.46	5590631500	\$614.16
5590320600	\$1,093.20	5590400801	\$374.64	5590631600	\$614.16
5590320700	\$614.16	5590401001	\$1,795.50	5590631700	\$614.16
5590320800	\$614.16	5590402001	\$3,476.16	5590640100	\$614.16
5590320900	\$614.16	5590402901	\$3,439.80	5590640200	\$614.16

**APPENDIX A**  
**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5590640300	\$1,093.20	5590820700	\$374.64	5590920300	\$374.64
5590640400	\$614.16	5590820800	\$1,093.20	5590920400	\$888.30
5590640800	\$614.16	5590820900	\$614.16	5590920800	\$374.64
5590640900	\$729.14	5590821000	\$614.16	5590921300	\$3,049.94
5590641000	\$614.16	5590830100	\$1,093.20	5590950100	\$837.68
5590641100	\$614.16	5590830200	\$614.16	5590950400	\$614.16
5590641200	\$614.16	5590830300	\$2,395.20	5590950500	\$614.16
5590641300	\$614.16	5590830600	\$374.64	5590950600	\$374.64
5590641400	\$614.16	5590830700	\$374.64	5590951000	\$374.64
5590641500	\$614.16	5590830800	\$1,093.20	5590951100	\$749.28
5590641700	\$614.16	5590830900	\$614.16	5590951200	\$374.64
5590641800	\$614.16	5590831000	\$614.16	5590960100	\$1,224.00
5590650100	\$374.64	5590831100	\$374.64	5590960500	\$374.64
5590650200	\$586.70	5590831400	\$803.24	5590960600	\$374.64
5590650300	\$374.64	5590840100	\$1,093.20	5590960700	\$374.64
5590650500	\$374.64	5590840200	\$614.16	5590960800	\$374.64
5590650600	\$1,093.20	5590840300	\$374.64	5591010200	\$374.64
5590650700	\$614.16	5590840400	\$614.16	5591010500	\$614.16
5590650800	\$614.16	5590840500	\$1,093.20	5591010600	\$614.16
5590650900	\$1,093.20	5590840600	\$374.64	5591010700	\$614.16
5590651300	\$1,093.20	5590841000	\$1,093.20	5591010800	\$614.16
5590710400	\$1,351.34	5590841100	\$1,437.12	5591010900	\$1,093.20
5590720700	\$5,748.48	5590841200	\$374.64	5591020100	\$614.16
5590721100	\$374.64	5590841300	\$1,437.12	5591020400	\$614.16
5590751400	\$6,706.56	5590841500	\$374.64	5591020500	\$614.16
5590751900	\$15,808.32	5590850100	\$1,093.20	5591020900	\$614.16
5590752300	\$1,639.56	5590850200	\$614.16	5591021000	\$1,093.20
5590752400	\$2,674.34	5590850300	\$614.16	5591021800	\$1,280.46
5590760300	\$374.64	5590850400	\$614.16	5591040200	\$614.16
5590760500	\$374.64	5590850500	\$374.64	5591040300	\$614.16
5590761000	\$374.64	5590850700	\$1,437.12	5591041300	\$1,093.20
5590761100	\$374.64	5590850900	\$614.16	5591050100	\$1,093.20
5590812000	\$374.64	5590851000	\$614.16	5591050300	\$374.64
5590812300	\$1,360.80	5590851100	\$614.16	5591050400	\$614.16
5590820100	\$614.16	5590851200	\$614.16	5591050800	\$614.16
5590820200	\$614.16	5590851300	\$374.64	5591050900	\$1,437.12
5590820300	\$1,093.20	5590860400	\$1,572.24	5591051000	\$1,093.20
5590820400	\$374.64	5590911400	\$647.32	5591051100	\$614.16
5590820500	\$614.16	5590920100	\$3,548.46	5591051200	\$1,916.16
5590820600	\$1,093.20	5590920200	\$374.64	5591060200	\$1,093.20



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5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5591060300	\$614.16	5591250900	\$406.34	5600150900	\$614.16
5591060400	\$614.16	5591251000	\$614.16	5600151000	\$1,093.20
5591060500	\$614.16	5591251300	\$374.64	5600151100	\$374.64
5591060800	\$494.10	5591251400	\$374.64	5600151300	\$374.64
5591061700	\$486.66	5591260600	\$374.64	5600160100	\$1,093.20
5591061900	\$614.16	5591260700	\$374.64	5600160200	\$614.16
5591121700	\$1,333.80	5591603000	\$50,349.08	5600160300	\$374.64
5591150200	\$614.16	5592003400	\$533.92	5600160400	\$614.16
5591150700	\$614.16	5592004100	\$548.10	5600160500	\$1,093.20
5591151100	\$374.64	5592004300	\$417.92	5600160600	\$1,437.12
5591151600	\$374.64	5600110100	\$1,093.20	5600160700	\$614.16
5591151800	\$614.16	5600110200	\$1,093.20	5600160900	\$1,437.12
5591151900	\$614.16	5600110300	\$614.16	5600161000	\$1,093.20
5591152100	\$374.64	5600110400	\$4,790.40	5600161100	\$614.16
5591152300	\$374.64	5600110500	\$374.64	5600161200	\$374.64
5591152500	\$374.64	5600110700	\$374.64	5600161300	\$1,437.12
5591152600	\$374.64	5600111100	\$374.64	5600161400	\$1,093.20
5591152700	\$374.64	5600111200	\$897.74	5600161500	\$1,437.12
5591153000	\$992.24	5600111300	\$374.64	5600500300	\$784.34
5591162300	\$1,572.84	5600120100	\$1,437.12	5600500400	\$1,048.94
5591162900	\$864.66	5600120200	\$1,093.20	5600501100	\$992.24
5591163000	\$374.64	5600120300	\$614.16	5600610100	\$374.64
5591163100	\$2,704.06	5600120400	\$614.16	5600610200	\$1,093.20
5591163200	\$732.36	5600120500	\$1,093.20	5600610300	\$614.16
5591210300	\$614.16	5600120600	\$1,143.44	5600610400	\$614.16
5591210400	\$614.16	5600120900	\$575.28	5600610500	\$1,093.20
5591210500	\$1,093.20	5600121000	\$374.64	5600610600	\$1,093.20
5591210600	\$1,572.24	5600140100	\$374.64	5600610700	\$614.16
5591210700	\$374.64	5600140600	\$1,093.20	5600610800	\$374.64
5591211500	\$560.34	5600140800	\$666.22	5600611100	\$614.16
5591220100	\$614.16	5600140900	\$374.64	5600611200	\$374.64
5591220200	\$614.16	5600141000	\$1,778.40	5600611300	\$374.64
5591220300	\$1,093.20	5600141100	\$374.64	5600611400	\$374.64
5591220400	\$374.64	5600150100	\$1,916.16	5600620100	\$1,916.16
5591220700	\$614.16	5600150200	\$614.16	5600620200	\$614.16
5591220800	\$614.16	5600150300	\$1,437.12	5600620300	\$1,093.20
5591220900	\$614.16	5600150400	\$1,916.16	5600620400	\$1,093.20
5591221000	\$614.16	5600150500	\$374.64	5600620500	\$1,093.20
5591221100	\$614.16	5600150700	\$614.16	5600620600	\$614.16
5591221500	\$1,093.20	5600150800	\$374.64	5600620800	\$614.16

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**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5600620900	\$614.16	5600910400	\$614.16	5601314000	\$5,748.48
5600621000	\$2,874.24	5600910600	\$614.16	5601320200	\$614.16
5600621100	\$3,353.28	5600910700	\$614.16	5601320300	\$614.16
5600621200	\$1,437.12	5600910800	\$614.16	5601320500	\$614.16
5600621300	\$614.16	5600911000	\$614.16	5601320600	\$614.16
5600621400	\$614.16	5600920300	\$1,437.12	5601320700	\$1,093.20
5600621600	\$614.16	5600920400	\$1,093.20	5601320800	\$614.16
5600630100	\$374.64	5601200100	\$1,093.20	5601320900	\$614.16
5600630200	\$614.16	5601200200	\$1,093.20	5601321000	\$1,093.20
5600630300	\$614.16	5601200300	\$1,437.12	5601321100	\$1,093.20
5600630400	\$1,437.12	5601200400	\$614.16	5601321200	\$1,093.20
5600630500	\$374.64	5601200500	\$614.16	5601321300	\$614.16
5600630600	\$2,873.00	5601201500	\$4,790.40	5601410100	\$614.16
5600640100	\$374.64	5601201600	\$1,093.20	5601410200	\$1,916.16
5600640300	\$374.64	5601201700	\$1,093.20	5601410300	\$420.52
5600640500	\$374.64	5601201800	\$614.16	5601410800	\$749.28
5600640700	\$374.64	5601201900	\$614.16	5601420100	\$1,093.20
5600640900	\$374.64	5601202000	\$614.16	5601420200	\$1,093.20
5600650100	\$374.64	5601202100	\$614.16	5601420300	\$614.16
5600650300	\$1,093.20	5601202200	\$1,093.20	5601420800	\$614.16
5600650400	\$614.16	5601202300	\$1,093.20	5601421000	\$1,025.32
5600650500	\$1,093.20	5601202400	\$614.16	5601421300	\$374.64
5600650600	\$374.64	5601202500	\$1,916.16	5601421400	\$374.64
5600650700	\$614.16	5601202600	\$614.16	5601430300	\$842.40
5600650800	\$374.64	5601202700	\$1,572.24	5601432500	\$769.18
5600650900	\$1,093.20	5601310200	\$35,928.00	5601432700	\$489.02
5600651000	\$614.16	5601310900	\$374.64	5601433700	\$374.64
5600660200	\$1,437.12	5601311300	\$1,093.20	5601433800	\$1,445.84
5600660300	\$374.64	5601311800	\$1,491.10	5601433900	\$1,289.92
5600660400	\$614.16	5601311900	\$835.84	5601440200	\$374.64
5600660500	\$614.16	5601312000	\$1,916.16	5601440300	\$876.16
5600660800	\$374.64	5601312600	\$1,093.20	5601510100	\$749.28
5600661100	\$614.16	5601312900	\$11,017.92	5601510200	\$374.64
5600661300	\$374.64	5601313000	\$374.64	5601510300	\$374.64
5600661800	\$1,916.16	5601313100	\$374.64	5601510500	\$374.64
5600662100	\$374.64	5601313200	\$614.16	5601510600	\$374.64
5600662200	\$614.16	5601313300	\$1,093.20	5601510700	\$1,093.20
5600662300	\$614.16	5601313400	\$7,664.64	5601511000	\$374.64
5600910200	\$614.16	5601313500	\$1,920.66	5601511100	\$614.16
5600910300	\$614.16	5601313800	\$1,100.92	5601511200	\$614.16

**APPENDIX A**  
**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5601511300	\$374.64	5601612600	\$1,093.20	5601922100	\$40,239.36
5601511800	\$374.64	5601612700	\$614.16	5602020400	\$374.64
5601511900	\$374.64	5601612800	\$614.16	5602020900	\$374.64
5601512000	\$374.64	5601612900	\$3,832.32	5602030300	\$1,637.94
5601512100	\$680.40	5601620100	\$614.16	5602040200	\$374.64
5601520100	\$749.28	5601620200	\$614.16	5602040400	\$374.64
5601520500	\$4,528.56	5601620300	\$614.16	5602040500	\$1,487.44
5601520800	\$595.76	5601620400	\$614.16	5602050300	\$374.64
5601520900	\$614.16	5601620500	\$614.16	5602100100	\$374.64
5601521000	\$2,395.20	5601620600	\$1,572.24	5602100200	\$374.64
5601521100	\$614.16	5601620800	\$374.64	5602100400	\$28,262.10
5601521200	\$2,395.20	5601620900	\$1,916.16	5602100600	\$1,093.20
5601521300	\$374.64	5601621000	\$614.16	5602100700	\$1,093.20
5601521400	\$2,874.24	5601621100	\$1,093.20	5602100800	\$614.16
5601521500	\$1,093.20	5601621500	\$1,437.12	5602100900	\$614.16
5601521600	\$614.16	5601621601	\$479.04	5602101000	\$1,093.20
5601521900	\$694.56	5601621602	\$479.04	5602101300	\$614.16
5601522200	\$759.00	5601621603	\$479.04	5602101400	\$1,093.20
5601522300	\$524.68	5601621700	\$614.16	5602101500	\$614.16
5601522400	\$749.28	5601621800	\$614.16	5602101600	\$614.16
5601610100	\$1,093.20	5601621900	\$1,093.20	5602101700	\$1,093.20
5601610200	\$1,093.20	5601622000	\$614.16	5602102000	\$614.16
5601610300	\$614.16	5601622100	\$1,572.24	5602102100	\$1,437.12
5601610400	\$614.16	5601622200	\$2,874.24	5602102200	\$614.16
5601610500	\$1,093.20	5601622300	\$614.16	5602102300	\$614.16
5601610700	\$1,093.20	5601622400	\$614.16	5602102400	\$614.16
5601610800	\$4,790.40	5601910600	\$7,664.64	5602102500	\$614.16
5601610900	\$614.16	5601910800	\$10,538.88	5602102600	\$614.16
5601611000	\$614.16	5601910900	\$2,395.20	5602102700	\$614.16
5601611100	\$614.16	5601912200	\$9,124.36	5602102800	\$614.16
5601611200	\$1,093.20	5601912500	\$4,659.40	5602102900	\$614.16
5601611300	\$614.16	5601912600	\$595.98	5602103000	\$1,093.20
5601611400	\$614.16	5601912700	\$374.64	5602103100	\$1,437.12
5601611500	\$1,437.12	5601920900	\$614.16	5602103200	\$1,916.16
5601611600	\$1,093.20	5601921000	\$1,093.20	5602103300	\$614.16
5601611700	\$614.16	5601921200	\$11,496.96	5602103600	\$581.16
5601611800	\$1,093.20	5601921400	\$5,824.16	5602103700	\$1,437.12
5601611900	\$1,437.12	5601921500	\$374.64	5602103800	\$1,437.12
5601612200	\$1,437.12	5601921700	\$614.16	5602104000	\$427.88
5601612400	\$614.16	5601921800	\$5,748.48	5602104100	\$374.64

**APPENDIX A**  
**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5602210100	\$614.16	5602224200	\$4,790.40	5602511000	\$614.16
5602210200	\$614.16	5602310100	\$614.16	5602511100	\$1,437.12
5602210300	\$1,437.12	5602310200	\$614.16	5602511300	\$1,093.20
5602210400	\$614.16	5602310300	\$1,093.20	5602520200	\$1,093.20
5602210500	\$614.16	5602310400	\$614.16	5602520300	\$614.16
5602210600	\$1,093.20	5602310500	\$614.16	5602520500	\$614.16
5602210700	\$1,093.20	5602310600	\$1,093.20	5602520600	\$1,916.16
5602210800	\$614.16	5602310700	\$1,437.12	5602520700	\$614.16
5602210900	\$614.16	5602310800	\$1,093.20	5602520800	\$614.16
5602211000	\$1,093.20	5602310900	\$1,093.20	5602520900	\$614.16
5602211100	\$2,874.24	5602311000	\$614.16	5602521100	\$614.16
5602211200	\$614.16	5602311100	\$614.16	5602521200	\$614.16
5602212400	\$614.16	5602311400	\$1,093.20	5602521300	\$614.16
5602212500	\$1,093.20	5602311500	\$4,790.40	5602521400	\$4,790.40
5602212600	\$2,395.20	5602330400	\$1,093.20	5602610900	\$427.88
5602212700	\$614.16	5602330500	\$2,395.20	5602620100	\$614.16
5602212800	\$614.16	5602330601	\$479.04	5602620200	\$614.16
5602212900	\$614.16	5602330602	\$479.04	5602620300	\$614.16
5602213000	\$18,203.52	5602330603	\$479.04	5602620400	\$614.16
5602213100	\$869.40	5602330604	\$479.04	5602620500	\$1,916.16
5602221200	\$1,093.20	5602330605	\$479.04	5602620600	\$1,093.20
5602221300	\$614.16	5602330606	\$479.04	5602620700	\$614.16
5602221400	\$1,093.20	5602330607	\$479.04	5602620800	\$1,093.20
5602221500	\$1,437.12	5602330608	\$479.04	5602620900	\$1,093.20
5602221600	\$614.16	5602330900	\$4,311.36	5602621000	\$614.16
5602221700	\$1,093.20	5602331000	\$4,790.40	5602621100	\$614.16
5602221800	\$614.16	5602400200	\$374.64	5602710700	\$2,266.82
5602221900	\$614.16	5602400300	\$1,093.20	5602710900	\$723.34
5602222000	\$1,093.20	5602400400	\$1,093.20	5602711500	\$1,202.18
5602222100	\$614.16	5602400600	\$749.28	5602720100	\$614.16
5602222200	\$374.64	5602400700	\$1,123.92	5602720200	\$614.16
5602222400	\$614.16	5602510100	\$1,093.20	5602720300	\$614.16
5602222500	\$1,093.20	5602510200	\$1,093.20	5602720400	\$614.16
5602222600	\$614.16	5602510300	\$614.16	5602720500	\$614.16
5602222800	\$1,093.20	5602510400	\$1,093.20	5602720600	\$614.16
5602222900	\$4,311.36	5602510500	\$614.16	5602720700	\$1,093.20
5602223000	\$1,093.20	5602510600	\$1,093.20	5602720800	\$1,093.20
5602223100	\$614.16	5602510700	\$614.16	5602720900	\$614.16
5602223200	\$1,916.16	5602510800	\$614.16	5602721000	\$614.16
5602223300	\$614.16	5602510900	\$614.16	5602721100	\$614.16

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**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5602721200	\$1,437.12	5602921200	\$614.16	5603202100	\$614.16
5602810100	\$614.16	5602921300	\$614.16	5603202200	\$1,093.20
5602810200	\$614.16	5603000100	\$1,093.20	5603202300	\$614.16
5602810300	\$614.16	5603000200	\$1,093.20	5603202700	\$22,993.92
5602810400	\$614.16	5603000300	\$614.16	5603203000	\$374.64
5602810500	\$614.16	5603000400	\$1,093.20	5603300300	\$6,118.34
5602810600	\$614.16	5603000500	\$614.16	5603600800	\$114,969.60
5602810700	\$614.16	5603000600	\$1,093.20	5603700900	\$374.64
5602810800	\$614.16	5603000700	\$614.16	5603701000	\$103,472.64
5602810900	\$614.16	5603000800	\$614.16	5603701500	\$489.06
5602811000	\$614.16	5603000900	\$614.16	5603701600	\$72,814.08
5602811100	\$614.16	5603001000	\$614.16	5603810100	\$614.16
5602811200	\$614.16	5603001100	\$614.16	5603810200	\$1,093.20
5602820100	\$1,093.20	5603001200	\$1,093.20	5603810400	\$1,437.12
5602820200	\$614.16	5603001300	\$614.16	5603810500	\$614.16
5602820300	\$614.16	5603001500	\$614.16	5603810600	\$614.16
5602820400	\$614.16	5603001600	\$614.16	5603810900	\$614.16
5602820500	\$614.16	5603001700	\$614.16	5603811000	\$614.16
5602820600	\$614.16	5603002100	\$1,093.20	5603811100	\$614.16
5602820700	\$614.16	5603002200	\$614.16	5603811200	\$2,051.28
5602820800	\$614.16	5603002400	\$614.16	5603811300	\$614.16
5602820900	\$1,093.20	5603002500	\$1,437.12	5603811600	\$1,916.16
5602821000	\$614.16	5603002700	\$1,093.20	5603820200	\$1,437.12
5602821100	\$614.16	5603002800	\$614.16	5603820300	\$1,093.20
5602821200	\$1,093.20	5603100100	\$45,987.84	5603820400	\$614.16
5602910200	\$1,437.12	5603100600	\$614.16	5603820500	\$614.16
5602910300	\$1,093.20	5603101200	\$1,093.20	5603820600	\$614.16
5602910900	\$614.16	5603101300	\$614.16	5603820900	\$374.64
5602911000	\$1,093.20	5603101400	\$1,123.92	5603821400	\$702.96
5602911100	\$614.16	5603101500	\$1,437.12	5603821600	\$374.64
5602911200	\$614.16	5603101600	\$1,093.20	5603921100	\$2,363.60
5602911300	\$614.16	5603101700	\$614.16	5603930300	\$374.64
5602911400	\$1,916.16	5603101800	\$374.64	5603930400	\$1,877.36
5602911500	\$1,916.16	5603200200	\$1,916.16	5603942000	\$749.28
5602920500	\$614.16	5603200300	\$614.16	5603942100	\$443.16
5602920600	\$614.16	5603201500	\$6,624.54	5603950300	\$374.64
5602920800	\$614.16	5603201600	\$614.16	5603950500	\$374.64
5602920900	\$5,748.48	5603201800	\$2,874.24	5603950900	\$374.64
5602921000	\$614.16	5603201900	\$614.16	5603951100	\$402.42
5602921100	\$614.16	5603202000	\$1,093.20	5603951300	\$1,313.54

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**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5604101000	\$614.16	5604102213	\$479.04	5610120400	\$614.16
5604101100	\$614.16	5604102214	\$479.04	5610120500	\$614.16
5604101200	\$614.16	5604102215	\$479.04	5610120600	\$614.16
5604101300	\$614.16	5604102216	\$479.04	5610120700	\$614.16
5604101400	\$614.16	5604102217	\$479.04	5610120800	\$614.16
5604101500	\$614.16	5604102218	\$479.04	5610120900	\$614.16
5604101600	\$614.16	5604102219	\$479.04	5610121000	\$614.16
5604101700	\$614.16	5604102220	\$479.04	5610121100	\$614.16
5604101800	\$614.16	5604102221	\$479.04	5610121200	\$614.16
5604101900	\$614.16	5604102222	\$479.04	5610121300	\$614.16
5604102000	\$614.16	5604102223	\$479.04	5610121400	\$614.16
5604102101	\$479.04	5604102224	\$479.04	5610121500	\$614.16
5604102102	\$479.04	5604102225	\$479.04	5610121600	\$614.16
5604102103	\$479.04	5604102226	\$479.04	5610121700	\$614.16
5604102104	\$479.04	5604102227	\$479.04	5610121800	\$614.16
5604102105	\$479.04	5604102228	\$479.04	5610121900	\$614.16
5604102106	\$479.04	5604102229	\$479.04	5610122000	\$614.16
5604102107	\$479.04	5604102230	\$479.04	5610122100	\$614.16
5604102108	\$479.04	5604102231	\$479.04	5610122200	\$614.16
5604102109	\$479.04	5604102232	\$479.04	5610122300	\$614.16
5604102110	\$479.04	5610110100	\$614.16	5610122400	\$1,093.20
5604102111	\$479.04	5610110200	\$614.16	5610130100	\$614.16
5604102112	\$479.04	5610110300	\$614.16	5610130200	\$614.16
5604102113	\$479.04	5610110400	\$614.16	5610130300	\$614.16
5604102114	\$479.04	5610110500	\$614.16	5610130400	\$614.16
5604102115	\$479.04	5610110600	\$7,185.60	5610130500	\$1,093.20
5604102116	\$479.04	5610110800	\$374.64	5610130600	\$614.16
5604102117	\$479.04	5610111000	\$1,123.92	5610130700	\$614.16
5604102201	\$479.04	5610111100	\$1,772.44	5610130800	\$614.16
5604102202	\$479.04	5610111300	\$614.16	5610130900	\$614.16
5604102203	\$479.04	5610111400	\$614.16	5610131000	\$614.16
5604102204	\$479.04	5610111500	\$614.16	5610131100	\$614.16
5604102205	\$479.04	5610111600	\$614.16	5610131200	\$3,076.64
5604102206	\$479.04	5610111700	\$614.16	5610131400	\$1,916.16
5604102207	\$479.04	5610111800	\$614.16	5610131700	\$1,431.00
5604102208	\$479.04	5610111900	\$614.16	5610131800	\$1,437.12
5604102209	\$479.04	5610112100	\$614.16	5610132100	\$374.64
5604102210	\$479.04	5610120100	\$614.16	5610132200	\$524.46
5604102211	\$479.04	5610120200	\$614.16	5610210200	\$614.16
5604102212	\$479.04	5610120300	\$614.16	5610210300	\$614.16

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5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5610210400	\$614.16	5610303200	\$614.16	5610530600	\$614.16
5610210500	\$614.16	5610303400	\$614.16	5610530700	\$1,093.20
5610210600	\$614.16	5610303500	\$614.16	5610530800	\$614.16
5610210700	\$614.16	5610400200	\$661.50	5610530900	\$614.16
5610220100	\$614.16	5610400300	\$2,285.24	5610531000	\$614.16
5610220200	\$1,093.20	5610400400	\$1,253.76	5610531100	\$614.16
5610220300	\$614.16	5610400600	\$1,093.20	5610531200	\$614.16
5610220400	\$614.16	5610400700	\$614.16	5610531300	\$2,395.20
5610220500	\$614.16	5610400800	\$614.16	5610531400	\$614.16
5610220600	\$614.16	5610400900	\$614.16	5610531500	\$614.16
5610220700	\$614.16	5610401000	\$614.16	5610531600	\$614.16
5610220800	\$614.16	5610401100	\$614.16	5610531700	\$614.16
5610220900	\$614.16	5610401200	\$614.16	5610531800	\$614.16
5610221000	\$614.16	5610401300	\$614.16	5610531900	\$614.16
5610221100	\$614.16	5610401400	\$614.16	5610532000	\$614.16
5610221200	\$614.16	5610401500	\$614.16	5610532100	\$614.16
5610221300	\$614.16	5610401600	\$614.16	5610600100	\$19,329.96
5610221400	\$614.16	5610401800	\$614.16	5610600200	\$614.16
5610221500	\$614.16	5610401900	\$614.16	5610600300	\$614.16
5610221600	\$614.16	5610402000	\$614.16	5610600400	\$1,093.20
5610221700	\$614.16	5610402100	\$614.16	5610600500	\$614.16
5610221800	\$614.16	5610402200	\$614.16	5610600600	\$2,051.28
5610221900	\$614.16	5610402300	\$614.16	5610600700	\$374.64
5610222300	\$614.16	5610402400	\$978.06	5610600800	\$374.64
5610222400	\$614.16	5610510200	\$1,093.20	5610600900	\$374.64
5610300600	\$614.16	5610520100	\$614.16	5610601300	\$3,076.64
5610300700	\$614.16	5610520200	\$614.16	5610601400	\$1,437.12
5610300800	\$614.16	5610520300	\$614.16	5610601500	\$1,437.12
5610300900	\$614.16	5610520400	\$614.16	5610601600	\$3,281.14
5610301000	\$614.16	5610520500	\$614.16	5610601700	\$1,093.20
5610301100	\$614.16	5610520600	\$614.16	5610601801	\$479.04
5610301200	\$614.16	5610520700	\$614.16	5610601802	\$479.04
5610301300	\$614.16	5610520800	\$614.16	5610601803	\$479.04
5610301400	\$614.16	5610520900	\$614.16	5610601804	\$479.04
5610301500	\$614.16	5610521100	\$614.16	5610601805	\$479.04
5610302500	\$614.16	5610530100	\$614.16	5610601806	\$479.04
5610302700	\$1,093.20	5610530200	\$614.16	5610601807	\$479.04
5610302800	\$614.16	5610530300	\$614.16	5610601808	\$479.04
5610303000	\$614.16	5610530400	\$614.16	5610601809	\$479.04
5610303100	\$614.16	5610530500	\$614.16	5610601810	\$479.04

**APPENDIX A**  
**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5610601811	\$479.04	5610700800	\$614.16	5610900500	\$614.16
5610601812	\$479.04	5610700900	\$614.16	5610900600	\$614.16
5610601813	\$479.04	5610701000	\$1,093.20	5610900700	\$1,093.20
5610601814	\$479.04	5610701100	\$614.16	5610900800	\$1,437.12
5610601815	\$479.04	5610701200	\$614.16	5610900900	\$1,093.20
5610601816	\$479.04	5610701300	\$614.16	5610901600	\$614.16
5610601817	\$479.04	5610701400	\$614.16	5610901800	\$1,916.16
5610601818	\$479.04	5610701500	\$1,437.12	5610901900	\$1,437.12
5610601819	\$479.04	5610701600	\$1,572.24	5610902000	\$1,437.12
5610601820	\$479.04	5610701700	\$1,093.20	5610902100	\$1,437.12
5610601900	\$1,916.16	5610701800	\$614.16	5610902200	\$1,572.24
5610602000	\$1,093.20	5610701900	\$1,437.12	5610902400	\$1,093.20
5610602200	\$1,572.24	5610702000	\$614.16	5610902500	\$1,093.20
5610602300	\$614.16	5610800200	\$1,093.20	5610902600	\$2,874.24
5610602400	\$1,093.20	5610800300	\$1,916.16	5611000100	\$614.16
5610602600	\$3,832.32	5610800400	\$614.16	5611000200	\$614.16
5610602700	\$614.16	5610800700	\$1,093.20	5611000300	\$1,916.16
5610603000	\$614.16	5610800800	\$1,437.12	5611000400	\$614.16
5610603100	\$1,093.20	5610800900	\$2,395.20	5611000500	\$614.16
5610603200	\$1,093.20	5610801500	\$1,093.20	5611000800	\$614.16
5610603300	\$614.16	5610801600	\$1,093.20	5611001000	\$4,311.36
5610604100	\$1,093.20	5610801700	\$1,093.20	5611001100	\$1,093.20
5610604200	\$1,093.20	5610801800	\$1,916.16	5611001500	\$614.16
5610604300	\$1,916.16	5610801900	\$1,093.20	5611001600	\$1,093.20
5610604400	\$614.16	5610802000	\$614.16	5611001900	\$1,916.16
5610604500	\$2,874.24	5610802100	\$614.16	5611002000	\$614.16
5610604600	\$1,093.20	5610802200	\$614.16	5611002100	\$614.16
5610604700	\$1,093.20	5610802300	\$614.16	5611002200	\$1,093.20
5610604800	\$614.16	5610802400	\$1,093.20	5611002400	\$614.16
5610604900	\$614.16	5610802500	\$1,093.20	5611002500	\$614.16
5610605000	\$614.16	5610802600	\$614.16	5611002600	\$614.16
5610605200	\$3,353.28	5610802700	\$614.16	5611002700	\$614.16
5610605300	\$3,832.32	5610802800	\$614.16	5611002900	\$1,437.12
5610700100	\$614.16	5610802900	\$614.16	5611003000	\$9,101.76
5610700200	\$4,790.40	5610803000	\$614.16	5611003100	\$614.16
5610700300	\$614.16	5610803100	\$614.16	5611003500	\$1,437.12
5610700400	\$614.16	5610803200	\$614.16	5611003600	\$614.16
5610700500	\$614.16	5610900200	\$614.16	5611003700	\$1,437.12
5610700600	\$614.16	5610900300	\$1,572.24	5611003800	\$3,353.28
5610700700	\$614.16	5610900400	\$614.16	5611100200	\$614.16



**APPENDIX A**  
**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5611100300	\$614.16	5611310100	\$1,093.20	5611403300	\$614.16
5611100400	\$614.16	5611310200	\$614.16	5611403400	\$614.16
5611100600	\$614.16	5611310300	\$614.16	5611403500	\$5,748.48
5611100700	\$614.16	5611310400	\$614.16	5611403600	\$614.16
5611100800	\$1,437.12	5611310500	\$614.16	5611403800	\$7,664.64
5611100900	\$614.16	5611310600	\$614.16	5611403900	\$3,832.32
5611101000	\$3,832.32	5611310700	\$614.16	5611404100	\$9,580.80
5611101100	\$614.16	5611310800	\$614.16	5611404200	\$614.16
5611101200	\$614.16	5611311000	\$614.16	5611404300	\$44,071.68
5611101300	\$614.16	5611311500	\$453.60	5611404400	\$614.16
5611101400	\$1,093.20	5611312000	\$7,664.64	5611532500	\$614.16
5611101700	\$1,093.20	5611312100	\$411.06	5611532600	\$614.16
5611101800	\$614.16	5611320200	\$614.16	5611532700	\$614.16
5611101900	\$1,093.20	5611320300	\$614.16	5611533000	\$614.16
5611102000	\$614.16	5611320400	\$614.16	5611533100	\$614.16
5611102100	\$2,395.20	5611320500	\$614.16	5611533200	\$614.16
5611102200	\$614.16	5611320600	\$374.64	5611533300	\$614.16
5611102400	\$2,874.24	5611320800	\$614.16	5611533400	\$614.16
5611102500	\$1,093.20	5611320900	\$614.16	5611533500	\$614.16
5611102600	\$1,916.16	5611321000	\$614.16	5611533600	\$1,093.20
5611102700	\$1,572.24	5611321300	\$585.90	5611540100	\$1,093.20
5611200100	\$1,916.16	5611321400	\$15,329.28	5611540200	\$614.16
5611200200	\$614.16	5611400700	\$614.16	5611540300	\$614.16
5611200300	\$614.16	5611400800	\$614.16	5611540400	\$614.16
5611200400	\$614.16	5611400900	\$614.16	5611540500	\$614.16
5611200500	\$5,748.48	5611401300	\$614.16	5611540600	\$614.16
5611200600	\$1,437.12	5611401400	\$614.16	5611540700	\$614.16
5611200700	\$1,437.12	5611401600	\$614.16	5611540800	\$614.16
5611201200	\$614.16	5611401700	\$614.16	5611540900	\$614.16
5611201300	\$1,437.12	5611401800	\$4,311.36	5611541100	\$1,093.20
5611201400	\$1,093.20	5611401900	\$1,093.20	5611541200	\$614.16
5611201500	\$614.16	5611402000	\$614.16	5611541300	\$614.16
5611201600	\$614.16	5611402200	\$374.64	5611541400	\$614.16
5611201700	\$614.16	5611402400	\$1,093.20	5611541500	\$614.16
5611201800	\$614.16	5611402500	\$2,051.28	5611541600	\$614.16
5611201900	\$614.16	5611402600	\$1,093.20	5611541700	\$614.16
5611202000	\$2,395.20	5611402700	\$1,916.16	5611541800	\$1,093.20
5611202200	\$614.16	5611402800	\$614.16	5611541900	\$1,093.20
5611202300	\$1,093.20	5611402900	\$614.16	5611542000	\$1,093.20
5611202500	\$749.28	5611403000	\$1,093.20	5611542100	\$614.16

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5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5611542200	\$1,093.20	5611711800	\$3,279.14	5611920400	\$2,874.24
5611600100	\$614.16	5611720100	\$749.28	5611920500	\$614.16
5611600200	\$614.16	5611720200	\$1,437.12	5611920600	\$614.16
5611600300	\$614.16	5611720300	\$1,093.20	5611920700	\$614.16
5611600400	\$1,093.20	5611720400	\$2,051.28	5611920800	\$2,874.24
5611600500	\$614.16	5611720600	\$2,874.24	5611920900	\$822.14
5611600600	\$614.16	5611720700	\$1,437.12	5612010400	\$7,664.64
5611600700	\$614.16	5611720800	\$1,916.16	5612010500	\$3,832.32
5611600800	\$614.16	5611720900	\$1,916.16	5612010600	\$11,496.96
5611600900	\$614.16	5611721000	\$1,916.16	5612020100	\$1,093.20
5611601100	\$614.16	5611721100	\$1,916.16	5612020200	\$614.16
5611601200	\$614.16	5611721200	\$1,916.16	5612020300	\$614.16
5611601300	\$1,916.16	5611810100	\$551.30	5612020400	\$614.16
5611601400	\$614.16	5611810200	\$5,269.44	5612020500	\$1,916.16
5611601500	\$1,437.12	5611810300	\$633.14	5612020600	\$614.16
5611601700	\$614.16	5611810400	\$374.64	5612020800	\$1,437.12
5611602000	\$614.16	5611810500	\$515.02	5612020900	\$614.16
5611602100	\$614.16	5611810600	\$1,437.12	5612021000	\$614.16
5611602300	\$614.16	5611810700	\$614.16	5612021100	\$614.16
5611602400	\$614.16	5611810800	\$614.16	5612021200	\$614.16
5611602500	\$614.16	5611810900	\$614.16	5612021300	\$614.16
5611602700	\$614.16	5611820100	\$614.16	5612100200	\$1,437.12
5611602800	\$1,093.20	5611820200	\$614.16	5612100300	\$614.16
5611602900	\$614.16	5611820300	\$614.16	5612100400	\$614.16
5611603000	\$1,093.20	5611820400	\$614.16	5612100900	\$614.16
5611603100	\$614.16	5611820500	\$1,437.12	5612101000	\$1,916.16
5611603200	\$614.16	5611820600	\$1,437.12	5612101100	\$614.16
5611603300	\$1,093.20	5611820800	\$2,874.24	5612101200	\$614.16
5611603400	\$614.16	5611820900	\$1,093.20	5612101300	\$614.16
5611603500	\$614.16	5611910800	\$1,093.20	5612101400	\$614.16
5611603800	\$1,093.20	5611910900	\$7,664.64	5612101500	\$614.16
5611603900	\$614.16	5611911100	\$3,832.32	5612101700	\$614.16
5611604000	\$614.16	5611911200	\$4,790.40	5612101800	\$1,093.20
5611710400	\$1,929.56	5611911300	\$614.16	5612101900	\$614.16
5611710500	\$992.24	5611911400	\$1,916.16	5612102000	\$1,093.20
5611710700	\$614.16	5611911500	\$1,093.20	5612102600	\$3,832.32
5611710800	\$1,093.20	5611911600	\$614.16	5612102700	\$614.16
5611710900	\$1,437.12	5611911700	\$1,437.12	5612102900	\$11,496.96
5611711000	\$1,093.20	5611920200	\$1,437.12	5612103200	\$6,402.36
5611711100	\$374.64	5611920300	\$614.16	5612103300	\$1,916.16

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5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5612103400	\$17,245.44	5612221200	\$614.16	5612610800	\$614.16
5612103600	\$19,161.60	5612221300	\$1,093.20	5612610900	\$1,437.12
5612103700	\$15,329.28	5612221400	\$1,093.20	5612611000	\$614.16
5612103800	\$614.16	5612221500	\$614.16	5612611100	\$614.16
5612103900	\$614.16	5612221600	\$614.16	5612611200	\$1,437.12
5612104000	\$614.16	5612221700	\$1,093.20	5612611300	\$614.16
5612210100	\$614.16	5612221800	\$1,437.12	5612611400	\$614.16
5612210200	\$1,093.20	5612221900	\$614.16	5612611500	\$614.16
5612210300	\$614.16	5612222000	\$614.16	5612611700	\$3,832.32
5612210500	\$614.16	5612222100	\$614.16	5612611800	\$614.16
5612210600	\$614.16	5612222200	\$1,437.12	5612611900	\$1,093.20
5612210700	\$614.16	5612222300	\$1,529.42	5612612000	\$1,437.12
5612210800	\$1,437.12	5612540300	\$614.16	5612612100	\$1,093.20
5612210900	\$614.16	5612540400	\$614.16	5612612200	\$1,093.20
5612211000	\$614.16	5612540500	\$614.16	5612612300	\$614.16
5612211100	\$1,093.20	5612540600	\$614.16	5612612600	\$1,093.20
5612211200	\$614.16	5612540700	\$614.16	5612620100	\$1,916.16
5612211300	\$614.16	5612540800	\$614.16	5612621300	\$614.16
5612211400	\$614.16	5612540900	\$614.16	5612621400	\$614.16
5612211500	\$614.16	5612541000	\$614.16	5612621500	\$614.16
5612211600	\$614.16	5612541100	\$1,093.20	5612621600	\$1,093.20
5612211700	\$614.16	5612541300	\$614.16	5612621700	\$614.16
5612211900	\$1,093.20	5612541400	\$1,437.12	5612621800	\$614.16
5612212000	\$614.16	5612541500	\$614.16	5612621900	\$614.16
5612212100	\$1,093.20	5612541600	\$614.16	5612622000	\$614.16
5612212200	\$614.16	5612541700	\$614.16	5612622100	\$614.16
5612212300	\$614.16	5612541800	\$614.16	5612622200	\$614.16
5612212400	\$1,437.12	5612541900	\$614.16	5612710100	\$374.64
5612212500	\$3,832.32	5612542000	\$614.16	5612710300	\$614.16
5612220100	\$1,093.20	5612542100	\$1,572.24	5612710400	\$1,662.80
5612220200	\$614.16	5612542200	\$1,572.24	5612710500	\$1,093.20
5612220300	\$614.16	5612542300	\$2,051.28	5612710600	\$1,093.20
5612220400	\$1,093.20	5612542400	\$614.16	5612710700	\$1,093.20
5612220500	\$614.16	5612542500	\$614.16	5612710800	\$614.16
5612220600	\$614.16	5612542600	\$614.16	5612710900	\$1,093.20
5612220700	\$1,093.20	5612610100	\$614.16	5612720100	\$614.16
5612220800	\$614.16	5612610300	\$614.16	5612720200	\$1,093.20
5612220900	\$1,093.20	5612610400	\$614.16	5612720300	\$614.16
5612221000	\$614.16	5612610600	\$614.16	5612720400	\$614.16
5612221100	\$614.16	5612610700	\$614.16	5612720500	\$1,093.20

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5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5612720600	\$1,093.20	5612830400	\$614.16	5613010600	\$614.16
5612720700	\$1,093.20	5612830500	\$614.16	5613010700	\$614.16
5612720800	\$614.16	5612830600	\$614.16	5613010800	\$614.16
5612720900	\$614.16	5612830800	\$614.16	5613010900	\$614.16
5612730400	\$1,093.20	5612831100	\$1,093.20	5613011000	\$614.16
5612730500	\$1,916.16	5612831200	\$1,093.20	5613011100	\$614.16
5612730600	\$614.16	5612840100	\$614.16	5613011200	\$614.16
5612730700	\$1,093.20	5612840200	\$1,093.20	5613011300	\$614.16
5612730800	\$1,093.20	5612840300	\$1,093.20	5613011400	\$614.16
5612730900	\$614.16	5612840400	\$1,093.20	5613011500	\$614.16
5612731000	\$949.72	5612840500	\$614.16	5613011600	\$614.16
5612740100	\$1,093.20	5612840700	\$614.16	5613011700	\$614.16
5612740200	\$1,916.16	5612840800	\$1,093.20	5613011800	\$614.16
5612740300	\$1,916.16	5612840900	\$1,093.20	5613011900	\$614.16
5612740400	\$1,437.12	5612900100	\$614.16	5613012000	\$614.16
5612740500	\$614.16	5612900200	\$1,093.20	5613012100	\$614.16
5612740600	\$4,311.36	5612900300	\$614.16	5613012200	\$614.16
5612740700	\$1,916.16	5612900800	\$614.16	5613012300	\$614.16
5612740800	\$1,916.16	5612900900	\$614.16	5613012400	\$614.16
5612740900	\$614.16	5612901000	\$614.16	5613012500	\$614.16
5612810100	\$614.16	5612901100	\$1,093.20	5613012600	\$614.16
5612810200	\$614.16	5612901200	\$1,093.20	5613020100	\$614.16
5612810300	\$614.16	5612901400	\$614.16	5613020200	\$614.16
5612810400	\$614.16	5612901500	\$614.16	5613020300	\$614.16
5612810500	\$1,916.16	5612901600	\$614.16	5613020400	\$614.16
5612810600	\$614.16	5612901900	\$614.16	5613020500	\$614.16
5612810700	\$1,093.20	5612902000	\$614.16	5613020600	\$614.16
5612810800	\$614.16	5612902400	\$614.16	5613020700	\$614.16
5612810900	\$1,437.12	5612902500	\$614.16	5613020800	\$614.16
5612821000	\$1,572.24	5612902600	\$614.16	5613020900	\$614.16
5612821100	\$614.16	5612902700	\$614.16	5613021000	\$614.16
5612821200	\$614.16	5612902900	\$13,413.12	5613021100	\$614.16
5612821300	\$614.16	5612903000	\$38,323.20	5613021200	\$614.16
5612821400	\$1,093.20	5612903300	\$1,437.12	5613021300	\$614.16
5612821500	\$614.16	5612903400	\$1,093.20	5613021400	\$614.16
5612821600	\$614.16	5613010100	\$614.16	5613021500	\$614.16
5612821700	\$614.16	5613010200	\$614.16	5613021600	\$614.16
5612821800	\$614.16	5613010300	\$614.16	5613021700	\$614.16
5612830200	\$1,093.20	5613010400	\$614.16	5613021800	\$614.16
5612830300	\$1,093.20	5613010500	\$614.16	5613021900	\$614.16

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5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5613022000	\$614.16	5613210100	\$614.16	5613300400	\$614.16
5613022100	\$614.16	5613210200	\$1,093.20	5613300500	\$614.16
5613022200	\$614.16	5613210300	\$614.16	5613300600	\$614.16
5613022300	\$614.16	5613210400	\$614.16	5613300700	\$614.16
5613022400	\$614.16	5613210500	\$1,093.20	5613300800	\$614.16
5613110100	\$1,600.68	5613210800	\$1,093.20	5613300900	\$614.16
5613110200	\$374.64	5613210900	\$1,093.20	5613301000	\$614.16
5613110800	\$1,437.12	5613211000	\$614.16	5613301100	\$614.16
5613110900	\$3,353.28	5613211100	\$1,093.20	5613301200	\$614.16
5613111000	\$1,437.12	5613220200	\$614.16	5613301300	\$614.16
5613111100	\$1,437.12	5613220300	\$1,093.20	5613301400	\$614.16
5613111300	\$614.16	5613220600	\$614.16	5613301500	\$614.16
5613111500	\$1,040.36	5613220700	\$614.16	5613301600	\$614.16
5613111600	\$1,555.88	5613220900	\$1,093.20	5613301700	\$614.16
5613120200	\$1,152.90	5613221000	\$614.16	5613301800	\$614.16
5613120500	\$614.16	5613221100	\$1,093.20	5613301900	\$614.16
5613120600	\$614.16	5613221200	\$1,093.20	5613302000	\$614.16
5613120900	\$614.16	5613221300	\$1,093.20	5613302100	\$614.16
5613121100	\$17,116.46	5613230100	\$614.16	5613302200	\$614.16
5613121200	\$3,428.26	5613230200	\$614.16	5613400100	\$614.16
5613121300	\$1,916.16	5613230300	\$1,093.20	5613400200	\$614.16
5613121400	\$614.16	5613230400	\$614.16	5613400300	\$614.16
5613130300	\$614.16	5613230500	\$614.16	5613400400	\$614.16
5613130400	\$614.16	5613230600	\$614.16	5613400500	\$614.16
5613130500	\$614.16	5613230700	\$1,093.20	5613400600	\$614.16
5613130600	\$614.16	5613230800	\$614.16	5613400800	\$1,093.20
5613130900	\$614.16	5613230900	\$614.16	5613401100	\$614.16
5613131000	\$614.16	5613231000	\$1,093.20	5613401400	\$614.16
5613131500	\$614.16	5613240200	\$1,093.20	5613401500	\$614.16
5613131600	\$614.16	5613240300	\$614.16	5613401600	\$614.16
5613131700	\$614.16	5613240400	\$614.16	5613401700	\$614.16
5613132000	\$1,916.16	5613240500	\$614.16	5613401800	\$614.16
5613132100	\$1,093.20	5613240600	\$1,093.20	5613401900	\$614.16
5613132200	\$614.16	5613240700	\$1,093.20	5613402000	\$614.16
5613132400	\$614.16	5613240800	\$614.16	5613500100	\$614.16
5613132900	\$614.16	5613240900	\$614.16	5613500200	\$614.16
5613133000	\$1,093.20	5613241000	\$614.16	5613500300	\$614.16
5613133100	\$1,093.20	5613300100	\$614.16	5613500400	\$614.16
5613133200	\$1,093.20	5613300200	\$614.16	5613500500	\$614.16
5613133300	\$1,093.20	5613300300	\$614.16	5613500600	\$614.16

**APPENDIX A**  
**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5613500700	\$614.16	5613800600	\$1,093.20	5614002800	\$614.16
5613500800	\$614.16	5613800700	\$614.16	5614002900	\$614.16
5613501000	\$614.16	5613801200	\$614.16	5614003000	\$614.16
5613501100	\$614.16	5613801300	\$614.16	5614120100	\$1,093.20
5613501200	\$614.16	5613801400	\$2,395.20	5614120200	\$614.16
5613501300	\$614.16	5613801500	\$614.16	5614120400	\$614.16
5613501500	\$614.16	5613801600	\$614.16	5614120500	\$614.16
5613501600	\$614.16	5613801800	\$614.16	5614120700	\$614.16
5613501700	\$614.16	5613801900	\$1,916.16	5614120800	\$614.16
5613501800	\$614.16	5613802000	\$1,916.16	5614121000	\$614.16
5613501900	\$614.16	5613802400	\$614.16	5614121100	\$614.16
5613502000	\$614.16	5613802500	\$614.16	5614121200	\$1,093.20
5613602500	\$614.16	5613802600	\$614.16	5614121400	\$614.16
5613602700	\$614.16	5613802700	\$614.16	5614121500	\$614.16
5613602900	\$614.16	5613802800	\$614.16	5614121600	\$614.16
5613603900	\$614.16	5614000100	\$614.16	5614121700	\$614.16
5613604000	\$614.16	5614000200	\$614.16	5614121800	\$614.16
5613604100	\$1,437.12	5614000300	\$614.16	5614121900	\$614.16
5613604200	\$614.16	5614000400	\$614.16	5614122000	\$614.16
5613604300	\$614.16	5614000500	\$614.16	5614122100	\$1,916.16
5613604400	\$614.16	5614000600	\$614.16	5614122200	\$614.16
5613604500	\$614.16	5614000700	\$614.16	5614122500	\$614.16
5613604600	\$1,311.94	5614000800	\$614.16	5614122700	\$614.16
5613604700	\$374.64	5614000900	\$614.16	5614122800	\$1,916.16
5613604800	\$374.64	5614001000	\$614.16	5614122900	\$1,093.20
5613605100	\$614.16	5614001100	\$614.16	5614200300	\$3,832.32
5613605200	\$614.16	5614001200	\$614.16	5614200400	\$614.16
5613605300	\$614.16	5614001300	\$614.16	5614200800	\$2,395.20
5613605400	\$614.16	5614001400	\$614.16	5614201300	\$614.16
5613606101	\$614.16	5614001500	\$614.16	5614201500	\$614.16
5613606102	\$614.16	5614001600	\$614.16	5614202000	\$2,395.20
5613606103	\$614.16	5614001800	\$1,093.20	5614202100	\$1,916.16
5613606300	\$614.16	5614002000	\$1,916.16	5614202200	\$2,395.20
5613606400	\$614.16	5614002100	\$1,916.16	5614202300	\$1,093.20
5613606500	\$614.16	5614002200	\$1,093.20	5614202400	\$2,395.20
5613800100	\$614.16	5614002300	\$614.16	5614203101	\$479.04
5613800200	\$614.16	5614002400	\$614.16	5614203102	\$479.04
5613800300	\$614.16	5614002500	\$614.16	5614203103	\$479.04
5613800400	\$614.16	5614002600	\$614.16	5614203104	\$479.04
5613800500	\$614.16	5614002700	\$614.16	5614203105	\$479.04

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**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5614203106	\$479.04	5620401200	\$614.16	5620403317	\$479.04
5614203107	\$479.04	5620401300	\$614.16	5620403318	\$479.04
5614203108	\$479.04	5620401400	\$614.16	5620403319	\$479.04
5614203109	\$479.04	5620401500	\$614.16	5620403320	\$479.04
5614203110	\$479.04	5620401600	\$2,530.32	5620403321	\$479.04
5614203111	\$479.04	5620401700	\$614.16	5620403322	\$479.04
5614203112	\$479.04	5620402200	\$614.16	5620403323	\$479.04
5614203113	\$479.04	5620402300	\$614.16	5620403324	\$479.04
5614203114	\$479.04	5620402400	\$614.16	5620403501	\$479.04
5614203115	\$479.04	5620402700	\$24,716.46	5620403502	\$479.04
5614203116	\$479.04	5620403000	\$614.16	5620403503	\$479.04
5614203117	\$479.04	5620403100	\$1,093.20	5620403504	\$479.04
5614203200	\$614.16	5620403201	\$479.04	5620403505	\$479.04
5614203300	\$614.16	5620403202	\$479.04	5620403506	\$479.04
5614203400	\$2,874.24	5620403203	\$479.04	5620403507	\$479.04
5614203500	\$1,093.20	5620403204	\$479.04	5620403508	\$479.04
5614203600	\$614.16	5620403205	\$479.04	5620403509	\$479.04
5620210100	\$374.64	5620403206	\$479.04	5620403510	\$479.04
5620210700	\$6,413.42	5620403207	\$479.04	5620403511	\$479.04
5620211000	\$749.28	5620403208	\$479.04	5620403512	\$479.04
5620220200	\$614.16	5620403209	\$479.04	5620403513	\$479.04
5620220700	\$614.16	5620403210	\$479.04	5620403514	\$479.04
5620220800	\$614.16	5620403211	\$479.04	5620403515	\$479.04
5620220900	\$1,437.12	5620403212	\$479.04	5620403516	\$479.04
5620221400	\$1,093.20	5620403301	\$479.04	5620403517	\$479.04
5620221800	\$67,440.24	5620403302	\$479.04	5620403518	\$479.04
5620310900	\$642.60	5620403303	\$479.04	5620403519	\$479.04
5620311100	\$614.16	5620403304	\$479.04	5620403520	\$479.04
5620311200	\$1,437.12	5620403305	\$479.04	5620403521	\$479.04
5620311400	\$374.64	5620403306	\$479.04	5620403522	\$479.04
5620311500	\$1,916.16	5620403307	\$479.04	5620403523	\$479.04
5620311600	\$1,916.16	5620403308	\$479.04	5620403524	\$479.04
5620321300	\$1,093.20	5620403309	\$479.04	5620403600	\$11,496.96
5620321400	\$1,093.20	5620403310	\$479.04	5620500100	\$1,093.20
5620400300	\$614.16	5620403311	\$479.04	5620500200	\$1,093.20
5620400400	\$614.16	5620403312	\$479.04	5620500300	\$1,437.12
5620400500	\$614.16	5620403313	\$479.04	5620500400	\$1,093.20
5620400600	\$614.16	5620403314	\$479.04	5620500500	\$614.16
5620400700	\$614.16	5620403315	\$479.04	5620500600	\$1,093.20
5620401100	\$614.16	5620403316	\$479.04	5620500800	\$1,093.20

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**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5620500900	\$1,916.16	5620720300	\$614.16	5621221200	\$614.16
5620501000	\$1,093.20	5620720400	\$614.16	5621221300	\$614.16
5620501200	\$614.16	5620720500	\$374.64	5621221600	\$614.16
5620501300	\$614.16	5620720700	\$614.16	5621221700	\$614.16
5620501600	\$1,916.16	5620721100	\$16,333.06	5621221900	\$614.16
5620501700	\$614.16	5620900600	\$749.28	5621222200	\$614.16
5620600100	\$614.16	5621001300	\$412.60	5621222300	\$614.16
5620600200	\$614.16	5621001400	\$374.64	5621222700	\$614.16
5620600300	\$614.16	5621100200	\$1,437.12	5621222900	\$614.16
5620600400	\$614.16	5621100300	\$614.16	5621223000	\$614.16
5620600500	\$1,093.20	5621100400	\$614.16	5621223200	\$614.16
5620600600	\$374.64	5621100500	\$614.16	5621410200	\$2,395.20
5620600700	\$614.16	5621100700	\$1,093.20	5621410300	\$614.16
5620600800	\$1,093.20	5621100800	\$1,093.20	5621410400	\$1,093.20
5620600900	\$614.16	5621100900	\$1,572.24	5621410500	\$614.16
5620601000	\$614.16	5621101000	\$1,093.20	5621410600	\$614.16
5620601100	\$614.16	5621101100	\$1,437.12	5621410700	\$614.16
5620601200	\$614.16	5621101200	\$1,916.16	5621410800	\$1,093.20
5620601300	\$1,093.20	5621101300	\$11,496.96	5621410900	\$1,093.20
5620601400	\$614.16	5621101400	\$614.16	5621411000	\$614.16
5620601500	\$614.16	5621101500	\$614.16	5621411200	\$1,093.20
5620601600	\$614.16	5621101600	\$374.64	5621411500	\$1,916.16
5620601700	\$614.16	5621101700	\$749.28	5621411600	\$542.40
5620601800	\$5,748.48	5621210400	\$614.16	5621411700	\$374.64
5620601900	\$2,395.20	5621210500	\$614.16	5621501300	\$1,905.14
5620602000	\$2,395.20	5621210600	\$1,093.20	5621501500	\$4,365.54
5620602100	\$614.16	5621210700	\$1,093.20	5621501900	\$374.64
5620602200	\$614.16	5621210800	\$1,093.20	5621502000	\$374.64
5620602300	\$1,916.16	5621210900	\$1,093.20	5621600700	\$2,042.68
5620602400	\$614.16	5621211000	\$614.16	5621600800	\$374.64
5620602500	\$614.16	5621211100	\$2,051.28	5621700400	\$614.16
5620602600	\$614.16	5621220100	\$614.16	5621700500	\$1,093.20
5620602700	\$1,093.20	5621220200	\$614.16	5621700800	\$1,437.12
5620602800	\$614.16	5621220300	\$614.16	5621701100	\$614.16
5620602900	\$614.16	5621220400	\$1,093.20	5621701200	\$614.16
5620603000	\$614.16	5621220500	\$614.16	5621701300	\$2,051.28
5620603100	\$614.16	5621220600	\$614.16	5621701400	\$1,093.20
5620603200	\$614.16	5621220800	\$614.16	5621701500	\$1,916.16
5620710700	\$57,963.84	5621221000	\$1,437.12	5621702000	\$614.16
5620720100	\$1,015.86	5621221100	\$614.16	5621702100	\$1,093.20



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**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5621702200	\$614.16	5622530100	\$1,093.20	5622900900	\$614.16
5621702400	\$1,093.20	5622530200	\$614.16	5622901400	\$2,990.92
5621702500	\$614.16	5622530300	\$614.16	5622901600	\$614.16
5621803100	\$374.64	5622530400	\$614.16	5622901700	\$614.16
5621803200	\$1,793.08	5622530500	\$1,093.20	5622901800	\$614.16
5621900400	\$614.16	5622530700	\$1,916.16	5622901900	\$614.16
5621900500	\$614.16	5622530900	\$2,874.24	5622902700	\$614.16
5621900600	\$614.16	5622531000	\$614.16	5622902800	\$614.16
5621900800	\$1,093.20	5622540100	\$614.16	5622902900	\$614.16
5621900900	\$614.16	5622540200	\$1,093.20	5622903200	\$614.16
5621901500	\$614.16	5622540300	\$1,093.20	5622903300	\$2,395.20
5621902000	\$1,093.20	5622540400	\$614.16	5622903400	\$5,281.84
5621902100	\$1,437.12	5622540500	\$614.16	5622903500	\$614.16
5621902600	\$8,143.68	5622540700	\$1,093.20	5622903700	\$614.16
5621902800	\$614.16	5622540800	\$614.16	5622904100	\$614.16
5621903100	\$614.16	5622540900	\$614.16	5623105700	\$374.64
5621903200	\$614.16	5622541000	\$614.16	5623105900	\$1,039.50
5622200600	\$1,069.20	5622541100	\$1,093.20	5623106500	\$1,334.62
5622200900	\$1,376.34	5622541200	\$614.16	5623106600	\$1,308.82
5622201100	\$1,306.84	5622800100	\$614.16	5623106800	\$1,925.52
5622201300	\$1,538.38	5622800200	\$614.16	5623107000	\$3,085.42
5622202700	\$1,960.86	5622800300	\$614.16	5623107100	\$987.52
5622203200	\$2,771.12	5622800400	\$614.16	5623107200	\$713.46
5622203300	\$406.34	5622800500	\$614.16	5623107400	\$6,428.62
5622203400	\$374.64	5622800600	\$1,437.12	5623107600	\$3,433.34
5622203700	\$699.30	5622800700	\$1,916.16	5623107900	\$374.64
5622203800	\$374.64	5622800800	\$614.16	5623210600	\$374.64
5622204000	\$374.64	5622800900	\$614.16	5623210700	\$35,216.16
5622510500	\$614.16	5622802100	\$1,093.20	5623220100	\$3,572.10
5622510700	\$982.80	5622802900	\$614.16	5623233100	\$661.50
5622510800	\$374.64	5622803900	\$614.16	5623233200	\$6,312.60
5622511900	\$374.64	5622804100	\$614.16	5623233300	\$4,428.20
5622512700	\$614.16	5622804300	\$614.16	5623233400	\$374.64
5622514100	\$463.04	5622804500	\$1,093.20	5623233500	\$1,677.36
5622514300	\$374.64	5622804600	\$1,093.20	5623302100	\$1011.14
5622520500	\$614.16	5622804700	\$1,093.20	5623302400	\$374.64
5622520700	\$1,437.12	5622804800	\$614.16	5623303900	\$3,833.46
5622521600	\$5,058.34	5622804900	\$614.16	5623304000	\$374.64
5622521900	\$29,221.44	5622805000	\$1,093.20	5623304100	\$374.64
		5622900800	\$614.16	5623304300	\$374.64

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**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5623304600	\$807.84	5623601000	\$374.64	5630220100	\$614.16
5623304700	\$647.32	5630100400	\$5,748.48	5630220200	\$614.16
5623304800	\$3,359.76	5630100500	\$614.16	5630220300	\$614.16
5623400900	\$2,017.22	5630100600	\$2,395.20	5630220400	\$614.16
5623402600	\$1,724.62	5630101900	\$614.16	5630220500	\$614.16
5623402800	\$1,028.98	5630102000	\$614.16	5630220600	\$614.16
5623402900	\$374.64	5630102100	\$614.16	5630220700	\$614.16
5623403000	\$16,008.30	5630102300	\$614.16	5630220800	\$614.16
5623403200	\$411.06	5630102900	\$1,859.30	5630220900	\$614.16
5623403300	\$988.22	5630103200	\$614.16	5630221000	\$614.16
5623403400	\$1,742.14	5630103300	\$614.16	5630221100	\$1,093.20
5623403500	\$3,350.02	5630103400	\$614.16	5630300100	\$614.16
5623403600	\$571.72	5630103500	\$614.16	5630300200	\$614.16
5623403900	\$7,536.36	5630103600	\$614.16	5630300300	\$614.16
5623404000	\$2,508.96	5630103900	\$614.16	5630300400	\$614.16
5623404100	\$1,227.64	5630104000	\$614.16	5630300500	\$614.16
5623404300	\$7,593.06	5630104100	\$614.16	5630300600	\$614.16
5623404500	\$32,855.94	5630104200	\$614.16	5630300900	\$614.16
5623404600	\$11,538.42	5630104300	\$614.16	5630301000	\$614.16
5623404700	\$1,064.64	5630104400	\$614.16	5630301100	\$614.16
5623404800	\$11,716.20	5630104500	\$614.16	5630301200	\$1,093.20
5623404900	\$2,616.00	5630104700	\$3,524.84	5630301300	\$614.16
5623405000	\$3,769.56	5630104900	\$1,093.20	5630301400	\$614.16
5623405100	\$4,271.40	5630105000	\$44,147.02	5630301500	\$614.16
5623405300	\$1,067.84	5630105100	\$1,093.20	5630301600	\$614.16
5623405600	\$2,083.44	5630105200	\$1,093.20	5630301700	\$614.16
5623406900	\$2,378.88	5630105400	\$1,093.20	5630301800	\$614.16
5623407000	\$3,693.14	5630105500	\$614.16	5630301900	\$614.16
5623407100	\$13,593.82	5630210300	\$614.16	5630302000	\$614.16
5623407200	\$6,917.96	5630210400	\$614.16	5630302100	\$614.16
5623407300	\$7,778.52	5630210500	\$614.16	5630302200	\$614.16
5623407400	\$11,639.62	5630210600	\$614.16	5630302300	\$614.16
5623407500	\$5,619.26	5630210700	\$614.16	5630302400	\$614.16
5623600100	\$374.64	5630210800	\$614.16	5630302500	\$614.16
5623600200	\$420.52	5630210900	\$614.16	5630302600	\$614.16
5623600300	\$374.64	5630211000	\$614.16	5630302700	\$614.16
5623600500	\$374.64	5630211100	\$614.16	5630302800	\$614.16
5623600600	\$374.64	5630211200	\$614.16	5630302900	\$614.16
5623600700	\$392.16	5630211300	\$614.16	5630303000	\$614.16
5623600800	\$374.64	5630211800	\$614.16	5630303100	\$614.16

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5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5630303200	\$614.16	5630642900	\$614.16	5630911000	\$614.16
5630303300	\$614.16	5630643000	\$614.16	5630911100	\$614.16
5630303400	\$614.16	5630700700	\$590.62	5630911200	\$614.16
5630303500	\$614.16	5630703000	\$614.16	5630920100	\$614.16
5630303700	\$614.16	5630703100	\$614.16	5630920200	\$614.16
5630303800	\$614.16	5630800300	\$374.64	5630920300	\$614.16
5630304000	\$614.16	5630800400	\$7,575.98	5630920400	\$614.16
5630304100	\$614.16	5630800500	\$1,437.12	5630920500	\$614.16
5630304200	\$614.16	5630800700	\$614.16	5630920600	\$614.16
5630304300	\$614.16	5630800800	\$1,916.16	5630920700	\$614.16
5630304400	\$614.16	5630801000	\$614.16	5630920800	\$614.16
5630304500	\$614.16	5630801100	\$1,093.20	5630920900	\$614.16
5630304600	\$614.16	5630801200	\$614.16	5630921000	\$614.16
5630304800	\$614.16	5630801300	\$614.16	5630921100	\$614.16
5630400100	\$614.16	5630801400	\$614.16	5630921200	\$614.16
5630400200	\$614.16	5630801500	\$614.16	5631000100	\$614.16
5630400300	\$614.16	5630801600	\$614.16	5631000200	\$614.16
5630400400	\$614.16	5630801700	\$614.16	5631000300	\$614.16
5630400600	\$614.16	5630801800	\$614.16	5631000400	\$614.16
5630400700	\$614.16	5630801900	\$614.16	5631000500	\$614.16
5630400900	\$614.16	5630802000	\$614.16	5631000600	\$614.16
5630401000	\$614.16	5630802100	\$4,311.36	5631000700	\$614.16
5630401100	\$556.50	5630802200	\$817.42	5631000800	\$614.16
5630401200	\$614.16	5630802500	\$2,395.20	5631000900	\$614.16
5630401300	\$614.16	5630802600	\$5,269.44	5631001000	\$614.16
5630610400	\$614.16	5630803000	\$614.16	5631001100	\$614.16
5630610500	\$614.16	5630803100	\$614.16	5631001200	\$614.16
5630610900	\$1,093.20	5630803200	\$614.16	5631001300	\$614.16
5630616400	\$614.16	5630803300	\$1,093.20	5631001400	\$614.16
5630616500	\$1,916.16	5630803400	\$1,093.20	5631001500	\$614.16
5630616600	\$1,916.16	5630803500	\$1,093.20	5631001600	\$614.16
5630616700	\$1,916.16	5630910100	\$614.16	5631001700	\$614.16
5630616800	\$1,916.16	5630910200	\$614.16	5631001800	\$614.16
5630617000	\$614.16	5630910300	\$614.16	5631001900	\$614.16
5630617200	\$614.16	5630910400	\$614.16	5631002000	\$614.16
5630617600	\$614.16	5630910500	\$614.16	5631002100	\$614.16
5630617800	\$614.16	5630910600	\$614.16	5631002200	\$614.16
5630620800	\$614.16	5630910700	\$614.16	5631210200	\$614.16
5630621800	\$614.16	5630910800	\$614.16	5631210300	\$374.64
5630642500	\$614.16	5630910900	\$614.16	5631210400	\$1,093.20

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**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5631210500	\$614.16	5631310700	\$614.16	5631420800	\$614.16
5631210600	\$1,093.20	5631310800	\$614.16	5631420900	\$614.16
5631210700	\$2,395.20	5631310900	\$614.16	5631421000	\$614.16
5631210800	\$434.70	5631311000	\$614.16	5631421100	\$614.16
5631210900	\$374.64	5631311100	\$614.16	5631421200	\$614.16
5631211000	\$1,437.12	5631311200	\$614.16	5631421300	\$614.16
5631211100	\$614.16	5631311300	\$614.16	5631500100	\$614.16
5631211200	\$374.64	5631320100	\$614.16	5631500200	\$614.16
5631211400	\$614.16	5631320200	\$614.16	5631500300	\$614.16
5631212200	\$1,437.12	5631320300	\$614.16	5631500400	\$614.16
5631212500	\$874.12	5631320400	\$614.16	5631500500	\$614.16
5631212700	\$374.64	5631320500	\$614.16	5631500800	\$614.16
5631220100	\$614.16	5631320600	\$614.16	5631502000	\$614.16
5631220200	\$614.16	5631320700	\$614.16	5631502100	\$614.16
5631220300	\$1,093.20	5631320800	\$614.16	5631502400	\$614.16
5631220400	\$1,437.12	5631320900	\$614.16	5631502900	\$2,695.86
5631220500	\$614.16	5631321000	\$1,093.20	5631503200	\$614.16
5631220600	\$1,093.20	5631321100	\$614.16	5631503300	\$614.16
5631220700	\$614.16	5631321200	\$614.16	5631610600	\$614.16
5631220800	\$614.16	5631321300	\$614.16	5631616100	\$614.16
5631220900	\$614.16	5631410100	\$614.16	5631616200	\$614.16
5631221000	\$614.16	5631410200	\$614.16	5631616400	\$614.16
5631221100	\$1,093.20	5631410300	\$614.16	5631616500	\$1,538.38
5631221200	\$614.16	5631410400	\$614.16	5631617000	\$8,523.10
5631221300	\$614.16	5631410500	\$614.16	5631617300	\$3,103.30
5631221400	\$614.16	5631410600	\$614.16	5631617400	\$4,764.14
5631221700	\$1,093.20	5631410700	\$614.16	5631623400	\$614.16
5631221800	\$614.16	5631410800	\$614.16	5631626700	\$614.16
5631221900	\$614.16	5631410900	\$614.16	5631627300	\$614.16
5631222000	\$614.16	5631411000	\$614.16	5631843200	\$614.16
5631222100	\$614.16	5631411100	\$614.16	5632310200	\$444.14
5631222200	\$614.16	5631411200	\$614.16	5632310300	\$2,211.30
5631222300	\$614.16	5631411300	\$614.16	5632310900	\$6,854.48
5631222400	\$614.16	5631420100	\$614.16	5632311400	\$1,379.70
5631310100	\$614.16	5631420200	\$614.16	5632311500	\$374.64
5631310200	\$614.16	5631420300	\$614.16	5632311600	\$1,422.22
5631310300	\$614.16	5631420400	\$614.16	5632311700	\$2,924.76
5631310400	\$614.16	5631420500	\$614.16	5632311800	\$374.64
5631310500	\$614.16	5631420600	\$614.16	5632312000	\$3,870.84
5631310600	\$614.16	5631420700	\$614.16	5632312200	\$8,950.90

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**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5632312400	\$374.64	5634600325	\$479.04	5634600413	\$479.04
5632312800	\$8,073.92	5634600326	\$479.04	5634600414	\$479.04
5632313000	\$737.10	5634600327	\$479.04	5634600415	\$479.04
5632313200	\$374.64	5634600328	\$479.04	5634600416	\$479.04
5632313600	\$9,630.62	5634600329	\$479.04	5634600417	\$479.04
5632313700	\$7,767.90	5634600330	\$479.04	5634600418	\$479.04
5632313800	\$1,072.56	5634600331	\$479.04	5634600419	\$479.04
5632313900	\$606.18	5634600332	\$479.04	5634600420	\$479.04
5632523000	\$614.16	5634600333	\$479.04	5634600421	\$479.04
5633702900	\$2,195.50	5634600334	\$479.04	5634600422	\$479.04
5633703200	\$2,079.00	5634600335	\$479.04	5634600423	\$479.04
5633703500	\$40,577.24	5634600336	\$479.04	5634600424	\$479.04
5633703700	\$1,890.00	5634600337	\$479.04	5634600425	\$479.04
5633704100	\$11,892.82	5634600338	\$479.04	5634600426	\$479.04
5633704200	\$779.62	5634600339	\$479.04	5634600427	\$479.04
5633704300	\$10,401.08	5634600340	\$479.04	5634600428	\$479.04
5634600301	\$479.04	5634600341	\$479.04	5634600429	\$479.04
5634600302	\$479.04	5634600342	\$479.04	5634600430	\$479.04
5634600303	\$479.04	5634600343	\$479.04	5634600431	\$479.04
5634600304	\$479.04	5634600344	\$479.04	5634600432	\$479.04
5634600305	\$479.04	5634600345	\$479.04	5634600433	\$479.04
5634600306	\$479.04	5634600346	\$479.04	5634600434	\$479.04
5634600307	\$479.04	5634600347	\$479.04	5634600435	\$479.04
5634600308	\$479.04	5634600348	\$479.04	5634600436	\$479.04
5634600309	\$479.04	5634600349	\$479.04	5634600437	\$479.04
5634600310	\$479.04	5634600350	\$479.04	5634600438	\$479.04
5634600311	\$479.04	5634600351	\$479.04	5634600439	\$479.04
5634600312	\$479.04	5634600352	\$479.04	5634600440	\$479.04
5634600313	\$479.04	5634600401	\$479.04	5634600501	\$479.04
5634600314	\$479.04	5634600402	\$479.04	5634600502	\$479.04
5634600315	\$479.04	5634600403	\$479.04	5634600503	\$479.04
5634600316	\$479.04	5634600404	\$479.04	5634600504	\$479.04
5634600317	\$479.04	5634600405	\$479.04	5634600505	\$479.04
5634600318	\$479.04	5634600406	\$479.04	5634600506	\$479.04
5634600319	\$479.04	5634600407	\$479.04	5634600507	\$479.04
5634600320	\$479.04	5634600408	\$479.04	5634600508	\$479.04
5634600321	\$479.04	5634600409	\$479.04	5634600509	\$479.04
5634600322	\$479.04	5634600410	\$479.04	5634600510	\$479.04
5634600323	\$479.04	5634600411	\$479.04	5634600511	\$479.04
5634600324	\$479.04	5634600412	\$479.04	5634600512	\$479.04

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**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5634600513	\$479.04	5640101800	\$614.16	5640803300	\$614.16
5634600514	\$479.04	5640101900	\$614.16	5641602100	\$1,437.12
5634600515	\$479.04	5640102100	\$614.16	5641602300	\$1,093.20
5634600516	\$479.04	5640102200	\$1,093.20	5641701700	\$31,469.76
5634600517	\$479.04	5640106300	\$614.16	5642500400	\$2,874.24
5634600518	\$479.04	5640106400	\$614.16	5642504400	\$374.64
5634600519	\$479.04	5640107500	\$1,093.20	5642504500	\$1,093.20
5634600520	\$479.04	5640301600	\$1,781.32	5642504600	\$1,437.12
5634600521	\$479.04	5640640900	\$614.16	5642504800	\$34,841.52
5634600522	\$479.04	5640641100	\$614.16	5642505000	\$6,535.60
5634600523	\$479.04	5640641200	\$614.16	5642505100	\$374.64
5634600524	\$479.04	5640641300	\$1,093.20	5642505300	\$614.16
5634600525	\$479.04	5640641400	\$614.16	5642505400	\$614.16
5634600526	\$479.04	5640642800	\$1,093.20	5642505500	\$614.16
5634600527	\$479.04	5640642900	\$614.16	5642505600	\$614.16
5634600528	\$479.04	5640710200	\$614.16	5642505700	\$614.16
5634600529	\$479.04	5640710700	\$1,093.20	5642505800	\$614.16
5634600530	\$479.04	5640710800	\$1,093.20	5642506001	\$479.04
5634600531	\$479.04	5640710900	\$1,093.20	5642506002	\$479.04
5634600532	\$479.04	5640711000	\$1,093.20	5642506003	\$479.04
5634600533	\$479.04	5640711200	\$1,093.20	5642506004	\$479.04
5634600534	\$479.04	5640711400	\$1,093.20	5642506005	\$479.04
5634600535	\$479.04	5640711600	\$1,634.84	5642506006	\$479.04
5634600536	\$479.04	5640711700	\$1,093.20	5642506007	\$479.04
5634600537	\$479.04	5640711800	\$614.16	5642506008	\$479.04
5634600538	\$479.04	5640711900	\$614.16	5642506009	\$479.04
5634600539	\$479.04	5640712000	\$614.16	5642506010	\$479.04
5634600540	\$479.04	5640801800	\$614.16	5642506011	\$479.04
5634600541	\$479.04	5640801900	\$614.16	5642506012	\$479.04
5634600542	\$479.04	5640802000	\$614.16	5642506013	\$479.04
5634600543	\$479.04	5640802100	\$1,437.12	5642506014	\$479.04
5634600544	\$479.04	5640802200	\$614.16	5642506015	\$479.04
5634600545	\$479.04	5640802300	\$614.16	5642506016	\$479.04
5634600546	\$479.04	5640802400	\$614.16	5642506017	\$479.04
5634600547	\$479.04	5640802500	\$614.16	5642506018	\$479.04
5634600548	\$479.04	5640802600	\$614.16	5642506019	\$479.04
5640100400	\$614.16	5640802900	\$1,093.20	5642506020	\$479.04
5640100500	\$614.16	5640803000	\$614.16	5642506021	\$479.04
5640100700	\$614.16	5640803100	\$1,093.20	5642506022	\$479.04
5640101200	\$614.16	5640803200	\$614.16	5642506023	\$479.04

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5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5642506024	\$479.04	5642904500	\$614.16	5643001722	\$479.04
5642506025	\$479.04	5642904600	\$614.16	5643001723	\$479.04
5642506026	\$479.04	5642904700	\$614.16	5643001724	\$479.04
5642506027	\$479.04	5642904800	\$614.16	5643001725	\$479.04
5642506028	\$479.04	5642904900	\$614.16	5643001726	\$479.04
5642506029	\$479.04	5642905000	\$614.16	5643001727	\$479.04
5642506030	\$479.04	5642905100	\$614.16	5643001728	\$479.04
5642506031	\$479.04	5642905200	\$614.16	5643001729	\$479.04
5642506032	\$479.04	5642905300	\$614.16	5643001730	\$479.04
5642506033	\$479.04	5642905400	\$614.16	5643001731	\$479.04
5642506034	\$479.04	5642905500	\$614.16	5643001732	\$479.04
5642506035	\$479.04	5642905600	\$614.16	5643001733	\$479.04
5642506036	\$479.04	5642905700	\$614.16	5643001734	\$479.04
5642506037	\$479.04	5642905800	\$614.16	5643001735	\$479.04
5642506038	\$479.04	5642905900	\$614.16	5643001736	\$479.04
5642612100	\$1,093.20	5642906000	\$614.16	5643001737	\$479.04
5642612600	\$614.16	5642906100	\$614.16	5643001738	\$479.04
5642612700	\$614.16	5642906900	\$614.16	5643001739	\$479.04
5642902300	\$614.16	5642907000	\$614.16	5643001740	\$479.04
5642902400	\$614.16	5643001701	\$479.04	5643001741	\$479.04
5642902500	\$614.16	5643001702	\$479.04	5643001742	\$479.04
5642902600	\$614.16	5643001703	\$479.04	5643001743	\$479.04
5642902700	\$614.16	5643001704	\$479.04	5643001744	\$479.04
5642902800	\$614.16	5643001705	\$479.04	5643001745	\$479.04
5642902900	\$614.16	5643001706	\$479.04	5643001746	\$479.04
5642903000	\$614.16	5643001707	\$479.04	5643001747	\$479.04
5642903100	\$614.16	5643001708	\$479.04	5643001748	\$479.04
5642903200	\$614.16	5643001709	\$479.04	5643001749	\$479.04
5642903300	\$614.16	5643001710	\$479.04	5643001750	\$479.04
5642903400	\$614.16	5643001711	\$479.04	5643001751	\$479.04
5642903500	\$614.16	5643001712	\$479.04	5643001752	\$479.04
5642903600	\$614.16	5643001713	\$479.04	5643001753	\$479.04
5642903700	\$614.16	5643001714	\$479.04	5643001754	\$479.04
5642903800	\$614.16	5643001715	\$479.04	5643001755	\$479.04
5642903900	\$614.16	5643001716	\$479.04	5643001756	\$479.04
5642904000	\$614.16	5643001717	\$479.04	5643001757	\$479.04
5642904100	\$614.16	5643001718	\$479.04	5643101000	\$614.16
5642904200	\$614.16	5643001719	\$479.04	5643101100	\$614.16
5642904300	\$614.16	5643001720	\$479.04	5643101200	\$614.16
5642904400	\$614.16	5643001721	\$479.04	5643101300	\$614.16

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**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5643101400	\$614.16	5643103423	\$479.04	5643104305	\$614.16
5643101500	\$614.16	5643103424	\$479.04	5643104306	\$614.16
5643101600	\$614.16	5643103425	\$479.04	5643104307	\$614.16
5643101700	\$614.16	5643103426	\$479.04	5643104308	\$614.16
5643101800	\$614.16	5643103427	\$479.04	5643104309	\$614.16
5643101900	\$614.16	5643103428	\$479.04	5643104310	\$614.16
5643102000	\$614.16	5643103429	\$479.04	5643104311	\$614.16
5643102100	\$614.16	5643103430	\$479.04	5643104312	\$614.16
5643102200	\$614.16	5643103431	\$479.04	5643104313	\$614.16
5643102300	\$614.16	5643103432	\$479.04	5643104314	\$614.16
5643102400	\$614.16	5643103433	\$479.04	5643104315	\$614.16
5643102500	\$614.16	5643103434	\$479.04	5643104316	\$614.16
5643102600	\$614.16	5643103435	\$479.04	5643104317	\$614.16
5643102700	\$614.16	5643103436	\$479.04	5643104318	\$614.16
5643102800	\$614.16	5643103437	\$479.04	5643104319	\$614.16
5643102900	\$614.16	5643103438	\$479.04	5643104320	\$614.16
5643103000	\$614.16	5643103439	\$479.04	5643104529	\$614.16
5643103100	\$614.16	5643103440	\$479.04	5643104530	\$614.16
5643103401	\$479.04	5643103441	\$479.04	5643104531	\$614.16
5643103402	\$479.04	5643103442	\$479.04	5643104532	\$614.16
5643103403	\$479.04	5643103443	\$479.04	5643104533	\$614.16
5643103404	\$479.04	5643103444	\$479.04	5643104722	\$614.16
5643103405	\$479.04	5643103445	\$479.04	5643104723	\$614.16
5643103406	\$479.04	5643103446	\$479.04	5643104724	\$614.16
5643103407	\$479.04	5643103447	\$479.04	5643104725	\$614.16
5643103408	\$479.04	5643103448	\$479.04	5643104726	\$614.16
5643103409	\$479.04	5643103449	\$479.04	5643104727	\$614.16
5643103410	\$479.04	5643103450	\$479.04	5643104728	\$614.16
5643103411	\$479.04	5643103451	\$479.04	5643104834	\$614.16
5643103412	\$479.04	5643103452	\$479.04	5643104835	\$614.16
5643103413	\$479.04	5643103453	\$479.04	5643104836	\$614.16
5643103414	\$479.04	5643103454	\$479.04	5643104837	\$614.16
5643103415	\$479.04	5643103455	\$479.04	5643104838	\$614.16
5643103416	\$479.04	5643103456	\$479.04	5643104839	\$614.16
5643103417	\$479.04	5643103457	\$479.04	5643104840	\$614.16
5643103418	\$479.04	5643103700	\$374.64	5643710100	\$614.16
5643103419	\$479.04	5643104301	\$614.16	5643710200	\$614.16
5643103420	\$479.04	5643104302	\$614.16	5643720100	\$614.16
5643103421	\$479.04	5643104303	\$614.16	5643720200	\$614.16
5643103422	\$479.04	5643104304	\$614.16	5643720300	\$614.16



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5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5643720400	\$614.16	5643811500	\$614.16	5643911300	\$614.16
5643730100	\$614.16	5643811600	\$614.16	5643911400	\$614.16
5643730200	\$614.16	5643811700	\$614.16	5643920100	\$614.16
5643730300	\$614.16	5643811800	\$614.16	5643920200	\$614.16
5643730400	\$614.16	5643811900	\$614.16	5643920300	\$614.16
5643740100	\$614.16	5643812000	\$614.16	5643920400	\$614.16
5643740200	\$614.16	5643812100	\$614.16	5643920500	\$614.16
5643740300	\$614.16	5643812200	\$614.16	5643920600	\$614.16
5643740400	\$614.16	5643812300	\$614.16	5643920700	\$614.16
5643740500	\$614.16	5643812400	\$614.16	5643920800	\$614.16
5643740600	\$614.16	5643812500	\$614.16	5643920900	\$614.16
5643740700	\$614.16	5643812600	\$614.16	5643921000	\$614.16
5643740800	\$614.16	5643812700	\$614.16	5643921100	\$614.16
5643740900	\$614.16	5643812800	\$614.16	5643921200	\$614.16
5643741000	\$614.16	5643812900	\$614.16	5643921300	\$614.16
5643741100	\$614.16	5643813000	\$614.16	5643921400	\$614.16
5643741200	\$614.16	5643813100	\$614.16	5643921500	\$614.16
5643741300	\$614.16	5643813200	\$614.16	5643930100	\$614.16
5643741400	\$614.16	5643820100	\$614.16	5643930200	\$614.16
5643741500	\$614.16	5643820200	\$614.16	5643940100	\$614.16
5643741800	\$614.16	5643820300	\$614.16	5643940200	\$614.16
5643741900	\$614.16	5643820400	\$614.16	5643950100	\$614.16
5643742000	\$614.16	5643820500	\$614.16	5643950200	\$614.16
5643742100	\$614.16	5643820600	\$614.16	5643950300	\$614.16
5643742200	\$614.16	5643820700	\$614.16	5643950400	\$614.16
5643742300	\$614.16	5643820800	\$614.16	5643950500	\$614.16
5643810100	\$614.16	5643820900	\$614.16	5643950600	\$614.16
5643810200	\$614.16	5643821000	\$614.16	5643950700	\$614.16
5643810300	\$614.16	5643910100	\$614.16	5643950800	\$614.16
5643810400	\$614.16	5643910200	\$614.16	5643950900	\$614.16
5643810500	\$614.16	5643910300	\$614.16	5644010100	\$614.16
5643810600	\$614.16	5643910400	\$614.16	5644010200	\$614.16
5643810700	\$614.16	5643910500	\$614.16	5644010300	\$614.16
5643810800	\$614.16	5643910600	\$614.16	5644010400	\$614.16
5643810900	\$614.16	5643910700	\$614.16	5644010500	\$614.16
5643811000	\$614.16	5643910800	\$614.16	5644010600	\$614.16
5643811100	\$614.16	5643910900	\$614.16	5644010700	\$614.16
5643811200	\$614.16	5643911000	\$614.16	5644010800	\$614.16
5643811300	\$614.16	5643911100	\$614.16	5644010900	\$614.16
5643811400	\$614.16	5643911200	\$614.16	5644011000	\$614.16

**APPENDIX A**

**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5644011100	\$614.16	5644120700	\$614.16	5644310400	\$614.16
5644011200	\$614.16	5644120800	\$614.16	5644310500	\$614.16
5644011300	\$614.16	5644120900	\$614.16	5644310600	\$614.16
5644011400	\$614.16	5644121000	\$614.16	5644310700	\$614.16
5644011500	\$614.16	5644121100	\$614.16	5644310800	\$614.16
5644011600	\$614.16	5644121200	\$614.16	5644310900	\$614.16
5644011700	\$614.16	5644121300	\$614.16	5644311000	\$614.16
5644011800	\$614.16	5644121400	\$614.16	5644311100	\$614.16
5644011900	\$614.16	5644121500	\$614.16	5644311200	\$614.16
5644020100	\$614.16	5644121600	\$614.16	5644311300	\$614.16
5644020200	\$614.16	5644121700	\$614.16	5644311400	\$614.16
5644020300	\$614.16	5644122000	\$614.16	5644311900	\$614.16
5644020500	\$614.16	5644122100	\$614.16	5644312000	\$614.16
5644020600	\$614.16	5644210100	\$614.16	5644312100	\$614.16
5644020700	\$614.16	5644210200	\$614.16	5644312200	\$614.16
5644020800	\$614.16	5644210300	\$614.16	5644312300	\$614.16
5644020900	\$614.16	5644210400	\$614.16	5644312400	\$614.16
5644021000	\$614.16	5644210500	\$614.16	5644312600	\$614.16
5644030100	\$614.16	5644210600	\$614.16	5644312700	\$614.16
5644030200	\$614.16	5644210700	\$614.16	5644312800	\$614.16
5644030300	\$614.16	5644210800	\$614.16	5644313000	\$614.16
5644030400	\$614.16	5644210900	\$614.16	5644320100	\$614.16
5644030500	\$614.16	5644211000	\$614.16	5644320200	\$614.16
5644110100	\$614.16	5644211100	\$614.16	5644320300	\$614.16
5644110200	\$614.16	5644211200	\$614.16	5644320400	\$614.16
5644110300	\$614.16	5644220100	\$614.16	5644320500	\$614.16
5644110400	\$614.16	5644220200	\$614.16	5644320600	\$614.16
5644110500	\$614.16	5644220300	\$614.16	5644320700	\$614.16
5644110600	\$614.16	5644220400	\$614.16	5644320800	\$614.16
5644110700	\$614.16	5644220500	\$614.16	5644710200	\$15,402.12
5644110800	\$614.16	5644220600	\$614.16	5644710700	\$154,357.64
5644110900	\$614.16	5644220700	\$614.16	5644800100	\$614.16
5644111000	\$614.16	5644220800	\$614.16	5644800200	\$614.16
5644111100	\$614.16	5644220900	\$614.16	5644800300	\$614.16
5644120100	\$614.16	5644221000	\$614.16	5644800400	\$614.16
5644120200	\$614.16	5644221100	\$614.16	5644800500	\$614.16
5644120300	\$614.16	5644221200	\$614.16	5644800600	\$614.16
5644120400	\$614.16	5644310100	\$614.16	5644800700	\$614.16
5644120500	\$614.16	5644310200	\$614.16	5644800800	\$614.16
5644120600	\$614.16	5644310300	\$614.16	5644800900	\$614.16

**APPENDIX A**

**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5644801000	\$614.16	5703202602	\$479.04	5703203002	\$479.04
5644801100	\$614.16	5703202603	\$479.04	5703203003	\$479.04
5644801200	\$614.16	5703202604	\$479.04	5703203004	\$479.04
5644801300	\$614.16	5703202605	\$479.04	5703203005	\$479.04
5644801400	\$614.16	5703202606	\$479.04	5703203006	\$479.04
5644801500	\$614.16	5703202607	\$479.04	5703203007	\$479.04
5644801600	\$614.16	5703202608	\$479.04	5703203008	\$479.04
5644801700	\$614.16	5703202609	\$479.04	5703203009	\$479.04
5644801800	\$614.16	5703202610	\$479.04	5703203010	\$479.04
5644801900	\$614.16	5703202611	\$479.04	5703203101	\$479.04
5644802000	\$614.16	5703202612	\$479.04	5703203102	\$479.04
5644802100	\$614.16	5703202701	\$479.04	5703203103	\$479.04
5703202401	\$479.04	5703202702	\$479.04	5703203104	\$479.04
5703202402	\$479.04	5703202703	\$479.04	5703203105	\$479.04
5703202403	\$479.04	5703202704	\$479.04	5703203106	\$479.04
5703202404	\$479.04	5703202705	\$479.04	5703203107	\$479.04
5703202405	\$479.04	5703202706	\$479.04	5703203108	\$479.04
5703202406	\$479.04	5703202707	\$479.04	5703203109	\$479.04
5703202407	\$479.04	5703202708	\$479.04	5703203110	\$479.04
5703202408	\$479.04	5703202709	\$479.04	5703203201	\$479.04
5703202409	\$479.04	5703202710	\$479.04	5703203202	\$479.04
5703202410	\$479.04	5703202801	\$479.04	5703203203	\$479.04
5703202411	\$479.04	5703202802	\$479.04	5703203204	\$479.04
5703202412	\$479.04	5703202803	\$479.04	5703203205	\$479.04
5703202413	\$479.04	5703202804	\$479.04	5703203206	\$479.04
5703202414	\$479.04	5703202805	\$479.04	5703203207	\$479.04
5703202415	\$479.04	5703202806	\$479.04	5703203208	\$479.04
5703202416	\$479.04	5703202807	\$479.04	5703203209	\$479.04
5703202417	\$479.04	5703202808	\$479.04	5703203210	\$479.04
5703202501	\$479.04	5703202901	\$479.04	5703203301	\$479.04
5703202502	\$479.04	5703202902	\$479.04	5703203302	\$479.04
5703202503	\$479.04	5703202903	\$479.04	5703203303	\$479.04
5703202504	\$479.04	5703202904	\$479.04	5703203304	\$479.04
5703202505	\$479.04	5703202905	\$479.04	5703203305	\$479.04
5703202506	\$479.04	5703202906	\$479.04	5703203306	\$479.04
5703202507	\$479.04	5703202907	\$479.04	5703203307	\$479.04
5703202508	\$479.04	5703202908	\$479.04	5703203308	\$479.04
5703202509	\$479.04	5703202909	\$479.04	5703203401	\$479.04
5703202510	\$479.04	5703202910	\$479.04	5703203402	\$479.04
5703202601	\$479.04	5703203001	\$479.04	5703203403	\$479.04

**APPENDIX A**  
**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
5703203404	\$479.04	5703302900	\$614.16	6690401500	\$614.16
5703203405	\$479.04	5703303000	\$614.16	6690401600	\$614.16
5703203406	\$479.04	5703303100	\$614.16	6690401700	\$614.16
5703203407	\$479.04	5703303200	\$614.16	6690401800	\$614.16
5703203408	\$479.04	5703303400	\$614.16	6690401900	\$614.16
5703203409	\$479.04	5703303500	\$614.16	6690402000	\$614.16
5703203410	\$479.04	5703303600	\$614.16	6690402100	\$614.16
5703203411	\$479.04	5703303700	\$614.16	6690402300	\$614.16
5703203501	\$479.04	5703303800	\$614.16	6690402400	\$614.16
5703203502	\$479.04	5703303900	\$614.16	6690402500	\$614.16
5703203503	\$479.04	5703304000	\$614.16	6690402600	\$614.16
5703203504	\$479.04	5703304100	\$614.16	6690402700	\$614.16
5703300100	\$614.16	5913700100	\$614.16	6690402800	\$614.16
5703300200	\$614.16	5913700200	\$614.16	6690402900	\$614.16
5703300300	\$614.16	5913700300	\$614.16	6690403000	\$614.16
5703300400	\$614.16	5913700400	\$614.16	6690403100	\$614.16
5703300500	\$614.16	5913700600	\$614.16	6690403200	\$614.16
5703300600	\$614.16	5913700700	\$614.16	6690403300	\$614.16
5703300700	\$614.16	5913700800	\$614.16	6690403400	\$614.16
5703300800	\$614.16	5913700900	\$614.16	6690403500	\$614.16
5703300900	\$614.16	5913701000	\$614.16	6690403600	\$614.16
5703301000	\$614.16	5913701100	\$614.16	6690403700	\$614.16
5703301100	\$614.16	5913701200	\$614.16	6690403800	\$614.16
5703301200	\$614.16	5913701300	\$614.16	6690403900	\$614.16
5703301300	\$614.16	5913701400	\$614.16	6690404000	\$614.16
5703301400	\$614.16	5913701500	\$614.16	6690404100	\$614.16
5703301500	\$614.16	5913701600	\$614.16	6690404200	\$614.16
5703301600	\$614.16	5913701700	\$614.16	6690404300	\$614.16
5703301700	\$614.16	5913701900	\$51,736.32	6690500500	\$614.16
5703301800	\$614.16	5913702100	\$36,407.04	6690500600	\$614.16
5703301900	\$614.16	6690400200	\$614.16	6690500700	\$614.16
5703302000	\$614.16	6690400300	\$614.16	6690500800	\$614.16
5703302100	\$614.16	6690400400	\$614.16	6690500900	\$614.16
5703302200	\$614.16	6690400500	\$614.16	6690501000	\$614.16
5703302300	\$614.16	6690400600	\$614.16	6690501100	\$614.16
5703302400	\$614.16	6690400800	\$614.16	6690501200	\$614.16
5703302500	\$614.16	6690401100	\$614.16	6690501300	\$614.16
5703302600	\$614.16	6690401200	\$614.16	6690501400	\$614.16
5703302700	\$614.16	6690401300	\$614.16	6690501500	\$614.16
5703302800	\$614.16	6690401400	\$614.16	6690501600	\$614.16

**APPENDIX A**  
**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
6690501700	\$614.16	6690621600	\$614.16	6690720800	\$614.16
6690501800	\$614.16	6690621700	\$614.16	6690720900	\$614.16
6690501900	\$614.16	6690621800	\$614.16	6690721000	\$614.16
6690502000	\$614.16	6690621900	\$614.16	6690721100	\$614.16
6690502100	\$614.16	6690622300	\$614.16	6690721200	\$614.16
6690502200	\$614.16	6690710100	\$614.16	6690721300	\$614.16
6690502300	\$614.16	6690710200	\$614.16	6690721400	\$614.16
6690610100	\$614.16	6690710300	\$614.16	6690721500	\$614.16
6690610200	\$614.16	6690710400	\$614.16	6690730100	\$614.16
6690610300	\$614.16	6690710500	\$614.16	6690730200	\$614.16
6690610400	\$614.16	6690710600	\$614.16	6690730300	\$614.16
6690610500	\$614.16	6690710700	\$614.16	6690730400	\$614.16
6690610600	\$614.16	6690710800	\$614.16	6690730500	\$614.16
6690610700	\$614.16	6690710900	\$614.16	6690730600	\$614.16
6690610800	\$614.16	6690711000	\$614.16	6690730700	\$614.16
6690610900	\$614.16	6690711100	\$614.16	6690730800	\$614.16
6690611000	\$614.16	6690711200	\$614.16	6690900100	\$614.16
6690611100	\$614.16	6690711300	\$614.16	6690900200	\$614.16
6690611200	\$614.16	6690711400	\$614.16	6690900300	\$614.16
6690611300	\$614.16	6690711500	\$614.16	6690900400	\$614.16
6690611400	\$614.16	6690711600	\$614.16	6690900500	\$614.16
6690611500	\$614.16	6690711700	\$614.16	6690900600	\$614.16
6690611600	\$614.16	6690711800	\$614.16	6690900700	\$614.16
6690611700	\$614.16	6690711900	\$614.16	6690900800	\$614.16
6690611800	\$614.16	6690712000	\$614.16	6690900900	\$614.16
6690620100	\$614.16	6690712100	\$614.16	6690901000	\$614.16
6690620200	\$614.16	6690712200	\$614.16	6690901100	\$614.16
6690620300	\$614.16	6690712300	\$614.16	6690901300	\$614.16
6690620400	\$614.16	6690712400	\$614.16	6690901400	\$614.16
6690620500	\$614.16	6690712500	\$614.16	6690901500	\$614.16
6690620600	\$614.16	6690712600	\$614.16	6690901600	\$614.16
6690620700	\$614.16	6690712700	\$614.16	6690901700	\$614.16
6690620800	\$614.16	6690712800	\$614.16	6690901800	\$614.16
6690620900	\$614.16	6690720100	\$614.16	6690901900	\$614.16
6690621000	\$614.16	6690720200	\$614.16	6690902000	\$614.16
6690621100	\$614.16	6690720300	\$614.16	6690902100	\$614.16
6690621200	\$614.16	6690720400	\$614.16	6690902200	\$614.16
6690621300	\$614.16	6690720500	\$614.16	6690902300	\$614.16
6690621400	\$614.16	6690720600	\$614.16	6691010300	\$4,981.92
6690621500	\$614.16	6690720700	\$614.16	6691010500	\$9,550.00

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**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
6691010900	\$5,603.40	6691102900	\$614.16	6691400200	\$614.16
6691011000	\$6,511.04	6691103000	\$614.16	6691400300	\$614.16
6691020100	\$614.16	6691103100	\$614.16	6691400400	\$614.16
6691020200	\$614.16	6691103200	\$614.16	6691400500	\$614.16
6691020300	\$614.16	6691103300	\$614.16	6691400600	\$614.16
6691020400	\$614.16	6691103400	\$614.16	6691400700	\$614.16
6691020500	\$614.16	6691103500	\$614.16	6691400800	\$614.16
6691020600	\$614.16	6691103600	\$614.16	6691400900	\$614.16
6691020700	\$614.16	6691103700	\$614.16	6691401000	\$614.16
6691020800	\$614.16	6691200100	\$614.16	6691401100	\$614.16
6691020900	\$614.16	6691200200	\$614.16	6691401200	\$614.16
6691021000	\$614.16	6691200300	\$614.16	6691401300	\$614.16
6691100100	\$614.16	6691200400	\$614.16	6691401400	\$614.16
6691100200	\$614.16	6691200500	\$614.16	6691401500	\$614.16
6691100300	\$614.16	6691200600	\$614.16	6691401600	\$614.16
6691100400	\$614.16	6691200700	\$614.16	6691401700	\$614.16
6691100500	\$614.16	6691200800	\$614.16	6691401800	\$614.16
6691100600	\$614.16	6691200900	\$614.16	6691401900	\$614.16
6691100700	\$614.16	6691201000	\$614.16	6691500100	\$614.16
6691100800	\$614.16	6691201100	\$614.16	6691500200	\$614.16
6691100900	\$614.16	6691201200	\$614.16	6691500300	\$614.16
6691101000	\$614.16	6691201300	\$614.16	6691500400	\$614.16
6691101100	\$614.16	6691201400	\$614.16	6691500500	\$614.16
6691101200	\$614.16	6691201500	\$614.16	6691500600	\$614.16
6691101300	\$614.16	6691300200	\$614.16	6691500700	\$614.16
6691101400	\$614.16	6691300300	\$614.16	6691500800	\$614.16
6691101500	\$614.16	6691300400	\$614.16	6691501200	\$614.16
6691101600	\$614.16	6691300500	\$614.16	6691501300	\$614.16
6691101700	\$614.16	6691300600	\$614.16	6691501400	\$614.16
6691101800	\$614.16	6691300700	\$614.16	6691501500	\$614.16
6691101900	\$614.16	6691300800	\$614.16	6691501600	\$614.16
6691102000	\$614.16	6691300900	\$614.16	6691501700	\$614.16
6691102100	\$614.16	6691301000	\$614.16	6691501800	\$614.16
6691102200	\$614.16	6691301100	\$614.16	6691502400	\$614.16
6691102300	\$614.16	6691301200	\$614.16	6691502500	\$614.16
6691102400	\$614.16	6691301300	\$614.16	6691610100	\$7,185.60
6691102500	\$614.16	6691301400	\$614.16	6691610200	\$13,892.16
6691102600	\$614.16	6691301500	\$614.16	6691610300	\$2,874.24
6691102700	\$614.16	6691301600	\$614.16	6691610400	\$614.16
6691102800	\$614.16	6691400100	\$614.16	6691610500	\$614.16

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**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
6691610600	\$614.16	6691810400	\$614.16	6692001600	\$614.16
6691610700	\$614.16	6691810500	\$614.16	6692001700	\$614.16
6691610800	\$614.16	6691810600	\$614.16	6692001800	\$614.16
6691610900	\$614.16	6691810700	\$614.16	6692001900	\$614.16
6691611000	\$614.16	6691810800	\$614.16	6692002000	\$614.16
6691611100	\$614.16	6691810900	\$614.16	6692100100	\$614.16
6691611200	\$614.16	6691811000	\$614.16	6692100200	\$614.16
6691611300	\$614.16	6691811100	\$614.16	6692100300	\$614.16
6691611400	\$614.16	6691811200	\$614.16	6692100400	\$614.16
6691611500	\$614.16	6691811300	\$614.16	6692100500	\$614.16
6691611600	\$614.16	6691811400	\$614.16	6692100600	\$614.16
6691611700	\$614.16	6691811500	\$614.16	6692100700	\$614.16
6691611800	\$614.16	6691811600	\$614.16	6692100800	\$614.16
6691611900	\$614.16	6691811700	\$614.16	6692100900	\$614.16
6691612000	\$614.16	6691811800	\$614.16	6692101000	\$614.16
6691620100	\$614.16	6691811900	\$614.16	6692101100	\$614.16
6691620200	\$614.16	6691812000	\$614.16	6692101200	\$614.16
6691620300	\$614.16	6691812100	\$614.16	6692101300	\$614.16
6691620400	\$614.16	6691820100	\$614.16	6692101400	\$614.16
6691620500	\$614.16	6691820200	\$614.16	6692101500	\$614.16
6691620600	\$614.16	6691820300	\$614.16	6692101600	\$614.16
6691710100	\$614.16	6691820400	\$614.16	6692101700	\$614.16
6691710200	\$614.16	6691820500	\$614.16	6692101800	\$614.16
6691710300	\$614.16	6691820600	\$614.16	6692101900	\$614.16
6691710400	\$614.16	6691820700	\$614.16	6692102000	\$614.16
6691710500	\$614.16	6692000100	\$614.16	6692102100	\$614.16
6691710600	\$614.16	6692000200	\$614.16	6692102200	\$614.16
6691720100	\$614.16	6692000300	\$614.16	6692102300	\$614.16
6691730100	\$614.16	6692000400	\$614.16	6692102400	\$614.16
6691730200	\$614.16	6692000500	\$614.16	6692102500	\$614.16
6691730300	\$614.16	6692000600	\$614.16	6692102600	\$614.16
6691730400	\$614.16	6692000700	\$614.16	6692102700	\$614.16
6691730500	\$614.16	6692000800	\$614.16	6692102800	\$614.16
6691730600	\$614.16	6692000900	\$614.16	6692102900	\$614.16
6691730700	\$614.16	6692001000	\$614.16	6692210100	\$614.16
6691730800	\$614.16	6692001100	\$614.16	6692210200	\$614.16
6691730900	\$614.16	6692001200	\$614.16	6692210300	\$614.16
6691810100	\$614.16	6692001300	\$614.16	6692210400	\$614.16
6691810200	\$614.16	6692001400	\$614.16	6692210500	\$614.16
6691810300	\$614.16	6692001500	\$614.16	6692210600	\$614.16

**APPENDIX A**

**CITY OF NATIONAL CITY FY 2023-24 SEWER CHARGES BY ASSESSOR PARCEL NUMBER**

5540820600APN	Sewer Charge	5540820600APN	Sewer Charge	5540820600APN	Sewer Charge
6692210700	\$614.16	6692311300	\$614.16	7601063400	\$1,671.68
6692210800	\$614.16	6692311900	\$614.16	7602357700	\$374.64
6692210900	\$614.16	6692312000	\$614.16	7602359800	\$52,215.36
6692211000	\$614.16	6692312100	\$614.16	7602550200	\$44,071.68
6692211100	\$614.16	6692312200	\$614.16	7602550500	\$72,814.08
6692220100	\$614.16	6692312300	\$614.16	7602550600	\$72,335.04
6692220200	\$614.16	6692312400	\$614.16	5590851400	\$614.16
6692220300	\$614.16	6692312500	\$614.16	5590851500	\$614.16
6692220400	\$614.16	6692312600	\$614.16	5590851600	\$614.16
6692220500	\$614.16	6692312700	\$614.16	5590851700	\$614.16
6692220600	\$614.16	6692312800	\$614.16	5590851800	\$614.16
6692220700	\$614.16	6692330100	\$614.16	5590851900	\$614.16
6692220800	\$614.16	6692330200	\$614.16	5621223100	\$614.16
6692220900	\$614.16	6692330300	\$614.16	7600450700	\$5,915.82
6692221000	\$614.16	6692330400	\$614.16	5661040100	\$374.64
6692221100	\$614.16	6692330500	\$614.16	5603951100	\$374.64
6692230100	\$614.16	6692330600	\$614.16	5565542600	\$62,754.24
6692230200	\$614.16	6692330700	\$614.16	5590240600	\$732.36
6692230300	\$614.16	6692330800	\$614.16	5620720300	\$7,664.64
6692230400	\$614.16	6693900100	\$614.16		
6692230500	\$614.16	6693900200	\$614.16		
6692230600	\$614.16	6693900300	\$614.16		
6692230700	\$614.16	6693900400	\$614.16		
6692230800	\$614.16	6693900500	\$614.16		
6692230900	\$614.16	6693900600	\$614.16		
6692231000	\$614.16	6693900700	\$614.16		
6692231100	\$614.16	6693900800	\$614.16		
6692231200	\$614.16	6693900900	\$614.16		
6692231300	\$614.16	6693901200	\$614.16		
6692310100	\$614.16	6693901300	\$614.16		
6692310200	\$614.16	6693901400	\$614.16		
6692310300	\$614.16	6693901500	\$614.16		
6692310400	\$614.16	6693901600	\$614.16		
6692310500	\$614.16	6693901700	\$614.16		
6692310600	\$614.16	6693901800	\$614.16		
6692310700	\$614.16	6693902000	\$614.16		
6692310800	\$614.16	6693902200	\$614.16		
6692310900	\$614.16	6693902300	\$614.16		
6692311000	\$614.16	7600441600	\$1,809.66		
6692311100	\$614.16	7601060100	\$1,308.82		



**RESOLUTION NO. 2023 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ACCEPTING THE NATIONAL CITY 2023-24 TAX ROLL SEWER SERVICE FEES REPORT, WHICH IDENTIFIES BY PARCEL NUMBER, EACH PARCEL OF REAL PROPERTY RECEIVING SEWER SERVICES AND THE AMOUNT OF SEWER SERVICE CHARGES FOR EACH PARCEL FOR FY 2023-24 AS REQUIRED BY THE CALIFORNIA HEALTH AND SAFETY CODE SECTION 5473, ET SEQ., PERTAINING TO COLLECTION OF SEWER CHARGES ON THE TAX ROLL, DIRECTING THE CITY CLERK TO FILE THE REPORT WITH THE COUNTY OF SAN DIEGO AUDITOR AND CONTROLLER, AND DIRECTING THE CITY ENGINEER TO SUBMIT A CERTIFICATION OF THE SEWER SERVICE CHARGES TO THE COUNTY OF SAN DIEGO AUDITOR AND CONTROLLER**

**WHEREAS**, the City of National City (“City”) provides sewer services to about 9,000 customers; and

**WHEREAS**, California Health and Safety Code Section 5473 requires a written report to be prepared each year and filed with the City Clerk’s Office, and the Report shall contain a description of each parcel of real property receiving sewer service and the amount of the sewer service charges for each parcel for the year (the “Report”); and

**WHEREAS**, California Health and Safety Code Section 5473.2 requires that the City hold an annual Public Hearing where the City Council will hear and consider all objections or protests, if any, to the Report; and

**WHEREAS**, if the City Council finds that a protest is made by the owners of a majority of separate parcels of the property described in the Report, then the Report shall not be adopted, and the sewer service charges shall be collected separately from the tax roll and shall not constitute a lien against any parcel or parcels of land; and

**WHEREAS**, upon conclusion of the Public Hearing, the City Council may adopt, revise, change, reduce or modify any charge, or overrule any or all objections and shall make its determination upon each charge as described in the Report; and

**WHEREAS**, California Health and Safety Code Section 5473.4 provides that on or before August 11 of each year, the City Clerk’s Office shall file a copy of the Report with the County of San Diego Auditor and Controller with a statement endorsed on the Report over the City Clerk’s signature that the City Council has adopted the Report.

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

**Section 1:** That on June 20, 2023, the City Council held a Public Hearing where the City Council heard and considered all objections or protests, if any, to the Report.

**Section 2:** That the City Council finds that a protest has not been made by the owners of a majority of separate parcels of property described in the Report.

**Section 3:** That the City Council overrules any and all objections to the Report.

**Section 4:** That the City Council adopts the Report required by California Health and Safety Code Section 5473, et seq., for the Fiscal Year 2023-2024, and directs the City Clerk to keep the Report on file in their office.

**Section 5:** The City Council directs the City Clerk to file a copy of the Report with the County of San Diego Auditor and Controller with a statement endorsed on the Report over the City Clerk's signature that the City Council has adopted the Report.

**Section 6:** The City Council directs the City Engineer to submit a certification of the City sewer service charges to the County of San Diego Auditor and Controller.

**Section 7:** 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 20th 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 Attorney's Office  
**Prepared by:** Barry J. Schultz, City Attorney  
**Meeting Date:** Tuesday, June 20, 2023  
**Approved by:** Armando Vergara, Interim City Manager

---

**SUBJECT:**

Verbal Report-Out of Salary and Benefits in the Employment Agreement of the Interim City Manager as required by the Brown Act

**RECOMMENDATION:**

Consider Adoption of the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Appointing Armando Vergara as Interim City Manager and Authorizing the Mayor to Execute an Employment Agreement Between the City of National City and Armando Vergara with the Effective Date of June 1, 2023."

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**

Not Applicable.

**EXPLANATION:**

The Brown Act requires that the salary and benefits of Executive Employees are read aloud prior to the Adoption of the Resolution Appointing Interim City Manager and Approving the Employment Agreement pursuant to Government Code Section 54953 (c)(3).

**FINANCIAL STATEMENT:**

Account No. 001-403-000-1 (Personnel Services)  
Funding for this position is included in the fiscal year City Manager Personnel Services budget. No additional appropriations are required. Compensation increases included as part of the employment agreement will be reflected in the annual budget beginning fiscal year 2023-2024.

**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 – Report Out of Salary and Benefits of Interim City Manager  
Exhibit B – Agreement  
Exhibit C - Resolution

[To be read aloud prior to Adoption of Resolution Approving Employment Agreement]

**Report Out of Salary and Benefits of Interim City  
Manager  
Government Code Section 54953 (c)(3)**

The following is a summary of the salary and benefits to be received by the Interim City Manager:

- Effective June 1, 2023 until City appoints a permanent City Manager
- \$240,204.00 annual salary
- Additional Compensation in the amount of \$ 7,769.55
- \$750.00 per month for Vehicle Allowance.
- 10 paid fixed holidays per year.
- 9 days of Administrative Leave per year.
- Vacation accrued at the rate of 13.33 hours per month.
- Employee life insurance of \$150,000
- Availability of Health and Dental Insurance
- Participation in CalPERS Retirement System
- Retiree health benefit of \$20 per month for each year of service.
- Right to return to prior permanent position.

**EMPLOYMENT AGREEMENT  
INTERIM CITY MANAGER  
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# **EMPLOYMENT AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_, 2023, by and between the City of National City, a municipal corporation, (hereinafter called “Employer”) and Armando Vergara (hereinafter called “Employee”) an individual who has the education, training and experience in local government management, both of whom agree as follows:

## **Section 1 Term.**

This Agreement shall remain in full force and effect until the City appoints a permanent City Manager unless sooner terminated by the Employer or Employee as provided in Section 9, 10 or 11 of this Agreement.

## **Section 2 Duties and Authority.**

Employer agrees to employ Armando Vergara as Interim City Manager, on an at-will basis, to perform the functions and duties specified in the National City Municipal Code and the California Government Code, and to perform other legally permissible and proper duties and functions, commencing on June 1, 2023.

## **Section 3 Compensation.**

- A. Base Salary: Employer agrees to pay Employee an annual base salary of Two Hundred Forty Thousand Two Hundred and Four Dollars (\$240,204.00), payable in installments at the same time that the other executive employees of the Employer are paid. Employer.
- B. This Agreement shall be re-opened to discuss compensation and benefits if, and at the time, managers or executives receive any increase in compensation or benefits.
- C. Additional Compensation: Employee served as Acting City Manager commencing on April 7, 2023. In recognition of the fact Employee has continuously performed the duties and responsibilities of City Manager, Employer agrees to pay Employee additional compensation in the amount of \$7,769.55 which represents the difference between compensation paid between April 7, 2023 and May 31, 2023 and the base salary established by this Agreement.

## **Section 4 Health, Disability and Life Insurance Benefits.**

- A. The Employer agrees to provide Employee a cafeteria health benefit of \$1,200.00 per month.
- B. The Employer agrees to put into force and to make required premium payments for long-term disability coverage for the Employee.
- C. The Employer shall pay the amount of premium due for term life insurance in the amount of \$150,000. The Employee shall name the beneficiary of the life insurance policy.

## **Section 5 Vacation, Sick and Military Leave.**

- A. The Employee shall accrue sick, vacation leave, and other paid leave on an annual basis at the rate provided to Executive employees.

**B.** The Employee is entitled to receive vacation leave, executive leave, sick leave, insurance and retirement benefits in accordance with those benefits provided to the Executive Group of the City.

**C.** The Employee shall be entitled to military reserve leave time pursuant to state law and City policy.

## **Section 6 Monthly Vehicle Allowance.**

The Employer agrees to pay to the Employee, during term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$9,000.00 per year, payable at \$750.00 per month, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of the vehicle beyond the greater National City area. For purposes of this Section, use of the car within the greater National City area is defined as travel to locations within a 50-mile radius of the National City Civic Center.

## **Section 7 Retirement.**

The Employer agrees to enroll the Employee into the Public Employees' Retirement System and to make all the appropriate contributions on the Employee's behalf, for the required Employer share. Employee shall pay the entire employee share, which is 8% at this time and any changed rate during the term of this Agreement. Employee shall pay an additional 1% of the required Employer's normal cost share, in line with the retirement costs paid by other CalPERS classic plan member Executive employees.

## **Section 8 General Business Expenses.**

**1.** Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

**2.** Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the League of California Cities, and such other national, regional, state and local governmental groups and committees in which Employee services as a member.

**3.** Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for the Employee's professional development and for the good of the Employer.

**4.** Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. The Administrative Services Director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

**5.** The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the

reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

6. The Employer shall provide Employee with a computer, software, fax/modem, and cell phone required for the Employee to perform the job and to maintain communication.

## **Section 9 Termination.**

For the purpose of this Agreement, termination shall occur when:

1. The majority of the Employer's City Council votes to terminate the Employee at a duly authorized public meeting.

2. If the Employer, citizens or legislature acts to amend any provisions of the state or local law pertaining to the role, powers, duties, authority, and responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.

3. If the Employer reduces the base salary, compensation or any other financial benefits of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination.

4. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of suggestion.

5. Breach of contract declared by either party with a 30-day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.

## **Section 10 Return to Prior Permanent Position**

Prior to the appointment as Interim City Manager, the Employee was employed as the Community Development Director. In the event the Employee is not appointed as permanent City Manager, Employee shall have the right to return to his prior position as Community Development Director.

## **Section 11 Resignation.**

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of thirty (30) days' notice unless the parties agree otherwise.

## **Section 12 Performance Evaluation.**

Employer may annually review the performance of the Employee in the Employee's anniversary month subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum may include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within thirty (30) days of the evaluation meeting.

## **Section 13 Hours of Work.**

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to



establish an appropriate work schedule, compatible with the normal business hours of the City of National City.

**Section 14      Outside Activities.**

A.     **Notice and Consent:** Employee shall give written notice to Council for Council’s approval of any new outside activities of Employee.

**Section 15      Indemnification.**

In accordance with federal, state or local law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of the performance of Employee’s duties as City Manager, or resulting from the exercise of judgment or discretion in connection with the course and scope of performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. In such cases, the Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at the Employer’s expense and the Employer may not unreasonably withhold approval. Legal representation provided by Employer for Employee shall extend until a final determination of the legal action, including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs, and other reasonable costs and expenses of legal proceedings, including attorney’s fees and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit or proceeding, actual or threatened, arising out of or in connection with the performance of the Employee in the course and scope of her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes the Employer shall have the right to compromise and settle any claim or suit. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee’s service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

If Employee is convicted of a crime involving an abuse of his office or position, as defined in Government Code section 53243.4, then Employee shall fully reimburse Employer for any funds provided for Employee’s criminal defense, if any such funds were provided pursuant to or consistent with this Section. This paragraph shall not be construed as creating or implying an obligation by Employer to provide a criminal defense to Employee.

**Section 16      Bonding.**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

**Section 17      Other Terms and Conditions of Employment.**

A.     The Employer shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such

terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the National City Municipal Code, or any other law.

**B.** Except as otherwise provide in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by other appointed employees of the Employer as provided in the Municipal Code or by practice.

## **Section 18 Notices.**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

**EMPLOYER:** Mayor  
City of National City  
1243 National City Boulevard  
National City, CA 91950-4301

**EMPLOYEE:** Armando Vergara  
[At the address of the  
Employee's principal  
residence]

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

## **Section 19 General Provisions.**

**A. Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

**B. Binding Effect.** This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

**C. Effective Date.** This Agreement shall become effective on June 1, 2023.

**D. Severability.** The invalidity or partial invalidity of any portion of this Agreement will not effect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

**E. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**F. Construction.** The parties acknowledge and agree that (1) each party is of equal bargaining strength, (2) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (3) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (4) each party and such party's counsel and advisors have reviewed this Agreement, (5) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (6) any rule or construction to the effect that ambiguities are to be resolved against the

drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

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

**CITY OF NATIONAL CITY**

**EMPLOYEE**

By: \_\_\_\_\_  
Ron Morrison, Mayor

\_\_\_\_\_  
Armando Vergara

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Barry J. Schultz  
City Attorney

**RESOLUTION NO. 2023 –**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPOINTING ARMANDO VERGARA AS INTERIM CITY MANAGER AND AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND ARMANDO VERGARA WITH THE EFFECTIVE DATE OF JUNE 1, 2023**

**WHEREAS**, Armando Vergara was working in the capacity of Acting City Manager and was selected as Interim City Manager for the City of National City.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of National City as follows:

**SECTION 1.** Armando Vergara is hereby appointed to the position of Interim City Manager for the City of National City effective June 1, 2023.

**SECTION 2.** In consideration of Mr. Vergara’s acceptance of the appointment made hereinabove, the City Council hereby approves the following employment terms and conditions:

- A. Commencement of Employment  
June 1, 2023, is hereby designated as the Date of Commencement of Mr. Vergara’s duties to serve as Interim City Manager.
- B. Salary / Compensation  
The base salary to be paid to Mr. Vergara for his services as Interim City Manager shall be \$240,204.00 annually and \$750.00 per month for vehicle allowance payable in accordance with the City’s customary payroll practices.
- C. Benefits  
In addition to base salary, Mr. Vergara shall receive such other benefits as are provided to the Executive Group of the City, including holidays, vacation leave, executive leave, sick leave, and insurance and retirement benefits.

**SECTION 3.** The Mayor is hereby authorized to execute an Employment Agreement between the City of National City and Armando Vergara, attached to the Agenda Report as Exhibit B, until the City appoints a permanent City Manager or unless sooner terminated by the Employer or Employee as provided in Section 9, 10 or 11 of the Agreement. Said Agreement is on file in the Office of the City Clerk.

**PASSED and ADOPTED this 20th 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 20, 2023  
**Approved by:** Armando Vergara, Interim City Manager

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**SUBJECT:**

Cannabis Business Development Agreements

**RECOMMENDATION:**

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Approving the Cannabis Business Development Agreements with Mr. Nice Guy, Element 7 and NC Investment Group."

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**

Not Applicable.

**EXPLANATION:**

**Background**

December 2022

On December 6, 2022, staff brought forward three (3) development agreements for City Council approval. These three development agreements were with the first three qualifying cannabis applications out of six. The three qualifying applicants were Sessions by the Bay, Stiiizy of National City, and Off the Charts. Staff only brought forward three of the six cannabis applicants in December due to pending cannabis application appeals that had not concluded yet.

April 2023

Staff completed the third and final cannabis appeal. With all appeals completed and no changes to the ranking of cannabis applicants, staff was able to proceed with Phase 3 of the cannabis applications process to begin negotiations with the final three qualified applicants.

The final three recommended development agreements are with Mr. Nice Guy, Element 7, and NC Investment Group (see Exhibits A, B, and C). Staff held a joint negotiation meeting on April 17, 2023, where all three applicants agreed to the previous development agreement conditions that the first three applicants in December 2022 agreed to. Those conditions are as follows:

- General Fund Fee of 5% gross receipts
  - Distribution activities at 2% gross receipts
- Community Benefit Plan
  - National City Community Benefit Fund of 1% Net Profit (\$50,000 minimum annually)
  - 30% local hire
  - 20% hire of previously incarcerated individuals of cannabis misdemeanors
  - 1 community clean up event per year
  - 2 drug prevention seminars per year collectively

- Safety & Security
  - 1 guard minimum to be onsite during operating hours
    - All security guards employed by the Business shall be licensed and possess a valid Department of Consumer Affairs “Security Guard Card” at all times. In addition, any security guard employed by the Business or security firm retained by the Business must first be approved by the City’s Chief of Police. Neighborhood security guard patrols shall be conducted every hour, for a two-block radius surrounding the Business during all hours of operation.
  - Entire safety and security plans will be cited and referenced from the application submittals

A summary of the cannabis application process is below for your reference.

**Phase 1 of Cannabis (determination of Eligibility)**

The City checked for completeness of applications and also processed background checks. Those applications with minor deficiencies were allowed 5 business days from the day of their notice to provide the requested documentation to City staff. Of those deficient applications, all applicants provided the necessary documentation and all were deemed complete.

**Phase 2 (Application Evaluation and Review)**

Phase 2 of the cannabis application process reviewed and scored all application packets. This phase took approximately 60 days and produced a ranked list of applicants for each category.

During this phase, applications were evaluated, scored, and ranked based on adopted criteria on a pass/fail basis by an independent third party (SCI Consulting). All applicants were awarded points in several different categories with a range of points allotted for each.

- Business Plan (500 points)
- Labor, Equity, Diversity & Inclusion Plan (600 points)
- Safety Plan (350 points)
- Security Plan (350 points)
- Qualifications of Owners (400 points)
- Neighborhood Compatibility Plan (300 points)
- Community Benefits & Investment Plan (400 points)
- Proposed Location (100 points)

A minimum of two (2) permits are dedicated to applicants who qualify as Local Owners and score a minimum of 90% (2,700 points) in Phase 2 of the review process, regardless of whether those Commercial Cannabis Business finish in the top six ranking. To establish local owner preference applicants must be residents of National City for a minimum of 3 years prior to November 9, 2021 and must hold a majority ownership (51% or more) of the business. Local Owner applicants received an additional 5% (150 points) added to their application score.

One (1) applications is reserved for a consumption lounge.

**Phase 3 (Developer Agreement Negotiations)**

Phase 3 of the cannabis application process is to establish a development agreement with each of the currently qualifying top 6 applicants. Only applications that scored 90% or higher will qualify to remain on the eligibility list.

**FINANCIAL STATEMENT:**

The 5% Gross Receipts General Fund Fee is estimated to generate approximately \$500,000 per business per year. The 1% of net profit fee will generate approximately \$50,000 per business per year for the Community Benefit Fund.

**RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:**

Economic Development – Maximize economic development strategies.

**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 – Mr. Nice Guy Development Agreement

Exhibit B – Element 7 Development Agreement

Exhibit C – NC Investment Group Development Agreement

Exhibit D – Resolution

**COMMERCIAL CANNABIS BUSINESS LICENSE  
DEVELOPMENT AGREEMENT**

This Development Agreement (“Agreement”) is made and entered into as of June 20, 2023 (the “Effective Date”) between the **CITY OF NATIONAL CITY**, a California municipal corporation (“City”), and MNG, a California LLC doing business as MV Nice Guy (“Licensee”). City and Licensee are hereinafter collectively referred to as the “Parties” and singularly as “Party.”

**RECITALS**

A. The City Council previously adopted an ordinance to add Chapter 9.60 to National City Municipal Code (“NCMC”) to permit limited commercial cannabis activities.

B. Pursuant to Resolution No. 23-, the City Council adopted Application Procedures and Guidelines (the “Guidelines”) governing the issuance of commercial cannabis licenses.

C. Licensee submitted an application for a commercial cannabis license dated April 7, 2022 (the “Application”), which was reviewed by the City in accordance with the Guidelines.

D. The Licensee identified in the Application that it was at least 51% owned by residents of National City, which made the Licensee’s Application eligible to receive the local preference criteria contained in the Guidelines.

E. On [June 20, 2023], the City awarded a Commercial Cannabis Permit to Licensee (“Permit”), to operate a retail and distribution, cannabis business which will be located at 705 Civic Center Dr, also known as San Diego County APN 559-021-06 (the “Property”).

F. Pursuant to NCMC Section 9.60.100 and the Guidelines, the Licensee must enter into an Development Agreement with City prior to commencing operations.

G. The City and Licensee freely and voluntarily negotiated the terms and conditions of this Development, and the City Council adopted Resolution No 23- approving this Agreement.

H. The Parties acknowledge that this Agreement is not a statutory development agreement authorized by Government Code section 65864 and that this Agreement confers no entitlement or vested rights of any kind to Licensee to operate a cannabis business.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the covenants and obligations set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

**1. Incorporation of Recitals.**



The recitals and defined terms set forth above are hereby incorporated into this Agreement.

**2. Effective Date and Term.**

This Agreement shall commence on the Effective Date and remain in effect until the expiration, termination, surrender, or revocation of Licensee's Commercial Cannabis Permit, unless sooner terminated as provided for herein.

**3. Description of Business and Ownership.**

Licensee's has been awarded a Commercial Cannabis Permit dated June 20, 2023 to operate a commercial cannabis business at the Property (the "Business"). Licensee shall operate the Business as a retailer and distributor, as those terms are defined in NCMC Chapter 9.60. The terms and conditions of the Commercial Cannabis Permit are incorporated into this Agreement by reference.

**4. Applicable Laws and Regulations.**

**1.1 General.** Licensee shall at all times comply fully with all current and future State and City laws and regulations applicable to Licensee's Business, including but not limited to NCMC Chapter 9.60. Licensee shall ensure such compliance by all of Licensee's employees, contractors, vendors, and members of the public invited or allowed access to the Business.

**1.2 State License.** Licensee shall promptly apply for and obtain all State licenses required for the Business's operations. Failure to obtain and maintain required State licenses during the term of this Agreement shall constitute a default under this Agreement and shall be grounds for termination.

**5. Conditions of Approval.**

In addition to the requirements contained in the Plans, as defined in Section 6 below, the Licensee shall at all times operate the Business in accordance with the Conditions of Approval for the Business, attached hereto as Exhibit A and incorporated herein by reference (the "Conditions of Approval"). To the extent there is a conflict or inconsistency between the Conditions of Approval and the Plans, the Conditions of Approval shall control. To the extent the Conditions of Approval conflict with any applicable state or local law or regulation, currently existing or enacted in the future, the applicable law or regulation shall control. The City Manager, or his or her designee, shall have the authority to amend the Conditions of Approval subject to the requirements of this Agreement.

**2. Operating Requirements.**

**2.1 Operating Requirements.** In addition to any other applicable requirements, Licensee shall at all times operate the Business in accordance with the operating procedures contained in Exhibit B, attached hereto and incorporated by reference. Such operating procedures include requirements for the opening and closing of the Business, customer check-in, product delivery, use of specific point-of-sale software, inventory control, diversion prevention, product

distribution, transportation procedures, odor control, and quality control. Nothing in this section shall prevent the Licensee from changing the mix and type of cannabis products at the Business.

**2.2 Safety Plan.** In addition to any other applicable requirements, Licensee shall at all times operate the Business in compliance with the Safety Plan contained in Exhibit C, attached hereto and incorporated by reference, including but not limited to all fire prevention and suppression measures, accident and reporting procedures, medical emergency response procedures, and waste management procedures identified therein.

**2.3 Security Plan.** In addition to any other applicable requirements, Licensee shall at all times operate the Business in compliance with the Security Plan submitted with the Licensee's application and on file with the City. The Security Plan identifies access control requirements, perimeter security standards, inventory control measures, cash handling procedures, information/records security, lighting and surveillance requirements, theft and diversion prevention strategies, and employee training policies, among other topics.

**2.4 Amendments.** Licensee shall operate Business in accordance with the requirements of the this Section 5 and the plans contained in Exhibit B and C attached hereto (collectively, the "Plans"), with such amendments or changes approved by the City Manager, or his or her designee. To the extent there is a conflict or inconsistency between the Plans and this Agreement, this Agreement shall prevail.

**6. Community Benefits.** Licensee has offered to provide certain community benefits as part of the operation of the Business, and the City has accepted such offer. The community benefits to be provided by Licensee are specified in this Section.

**2.5 National City Community Benefit Fund.**

a. **Community Benefit Fund.** Licensee hereby agrees to donate an amount equal to the greater of: i) Fifty Thousand Dollars (\$50,000), or ii) one percent (1%) of the Net Profits of the Business, as defined herein, to nonprofit community organizations located and doing business within National City, subject to the requirements of this Section (the "National City Community Benefit Fund").

b. **Annual Plan.** No later than the October 1 of each year, beginning the year after the Business commences operations, Licensee shall submit to the City an annual plan for the disbursement of the National City Community Benefit Fund (the "Annual Plan"). The Annual Plan shall identify the recipients of the funds, the estimated amount that shall be provided to each recipient, and such other information as may reasonably be required by the City. The recipients of the proceeds of the National City Community Benefit Fund shall: i) be exempt from taxation pursuant to Internal Revenue Code section 501(c)(3), 501(c)(4) or 501(c)(6), ii) shall be in good standing with the laws of the State of California, and iii) shall provide sufficient services within the City of National City that benefit the public (each a "Recipient"). The City may, in its sole discretion, determine that a proposed Recipient does not provide sufficient services within National City that benefit the public, and such determination shall be conclusive. The City shall review, and either approve or reject, the Annual Plan. If the City rejects the Annual Plan, it shall notify the Licensee in writing of the reasons for the

rejection. Thereafter, the Licensee shall submit a revised Annual Plan within forty-five (45) days. If the City fails to approve or reject the Annual Plan within thirty (30) days of submittal by the Licensee, the Annual Plan shall be deemed approved. Licensee may at any time apply to amend its Annual Plan, subject to the same procedures contained in this Section 7.1.

## **2.6 General Fund Contribution.**

a. **Voluntary General Fund Contribution.** Licensee hereby agrees to donate an amount equal to five percent (5%) of the Gross Receipts of the Business, as defined herein, to the City's General Fund, subject to the requirements of this Section 7 (the "General Fund Contribution"). The General Fund Contribution may be used for any lawful municipal purpose as determined by the City Council, in its sole and absolute discretion.

b. **Monthly Payments.** No later than the 15<sup>th</sup> day of each calendar month, Licensee shall pay to the City the General Fund Contribution from the previous calendar month. The payment shall be accompanied by a report, on a form approved by the City's Finance Director, identifying the total amount of the Gross Receipts of the Business from the previous month and any other information requested by the City.

c. **Penalty for Delay.** If Licensee fails to remit any amount owed pursuant to Section 7.2(b) within the time required, Licensee shall pay a penalty of ten percent (10%) of the amount owned in addition to the outstanding amount. The amount of the penalty shall increase by an additional ten percent (10%) each additional thirty (30) days during which the Licensee fails to make the requirement payment. Licensee and City agree that this penalty is necessary in order to ensure that Licensee timely provides the funds it has promised to donate and which the City has budgeted based on such promise.

## **2.7 Financial Reporting & Administration.**

a. **Gross Receipts.** As used in this Agreement, "Gross receipts" includes the total amounts actually received or receivable during a calendar year for the sale of any cannabis goods for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale or delivery of cannabis materials, cannabis services, cannabis goods within the City of National City, or outside the City of National City when the proceeds are credited to or for the account of the Business. Included in "gross receipts" shall be all commissions, fees, receipts, receipts from coin-operated equipment, cash, credits and property of any kind or nature, without any deduction therefrom on account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever. Excluded from "gross receipts" shall be the following: i) cash discounts allowed and taken on sales; ii) credit allowed on property accepted as part of the purchase price and which property may later be sold; iii) any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser; iv) such part of the sale price of property returned by purchasers upon rescission of the contract of sale refunded either in cash or by credit; v) amounts collected or held in trust for others where the business is acting as an agent or trustee, to the extent that such amounts are paid to or for the benefit of those for whom collected (the collector may require proof of payment or disbursement;

vi) receipts of refundable deposits, except that refundable deposits forfeited and taken into the income of the business shall not be excluded and vii) non-cannabis materials, goods, wares or merchandise.

b. **Net Profits.** As used in this Agreement, “Net profits” shall mean the net taxable income of the Business as reported annually to the California Franchise Tax Board on its annual tax return, less any federal, state, or local taxes paid by Business and not otherwise reported as part of the net taxable income of the business.

c. **Reporting of Gross Receipts.** No later than February 15 of each year during the Term of this Agreement, Licensee shall deliver to City a report, on a form approved by the City’s Finance Director, showing:

(i) The Business’s Gross Receipts and Net Profits from the previous calendar year (the “Statement of Receipts”);

(ii) The total amount of the General Fund Contribution; and

(iii) The total amount contributed to the National City Community Benefit Fund and the actual amount of money provided to each Recipient.

d. **Statements of Receipts.** Licensee shall keep complete, accurate and appropriate books and records of all receipts and expenses from the Business’s operations in accordance with generally accepted accounting principles (“Books and Records”). Books and Records, as well as all other relevant documents as City reasonably requires, shall, upon reasonable written notice, be open for inspection by City, its auditors, or other authorized representatives. If at any time during the Agreement, such Books and Records are deemed inadequate in the reasonable judgment of City, Licensee shall, upon the written notice of City, be given a one quarter period (three months) to cure such inadequacies. If, in the reasonable judgment of the City, Licensee has not cured the Books and Records inadequacies, City shall consider Licensee to be in default of this Agreement, and may choose to terminate this Agreement.

e. **Audit.** City shall have the right to audit and examine Licensee’s Books and Records, and other relevant documents and items in Licensee’s possession (“Audit Items”), but only to the extent necessary for a proper determination of gross receipts, net profits, and expenses from operations. Upon written request by City, Licensee shall make all Audit Items available to the City within thirty (30) days of City’s request.

f. **Retention of Receipts.** Licensee shall preserve Audit Items in the City for a period of at least five (5) years.

g. **Copies of Tax Filings.** Upon request, Licensee shall provide City with copies of any reports and tax filings Licensee is required to provide to the County of San Diego, the State, and the federal government.

h. **Future Revenue Mechanisms.** During the term of this Agreement, if the City imposes an alternative revenue mechanism specifically related to commercial cannabis business permit holders, Licensee agrees to pay the City the greater of the payment required under such alternative revenue mechanism or the General Fund Contribution. Payments that are not specific to commercial cannabis business permit holders (e.g. apply to both cannabis and non-cannabis businesses), shall be in addition to, and not in lieu of, the payments required by this Agreement.

## 2.8 Miscellaneous Community Benefits

a. **Community Clean Up.** Licensee shall organize and host one community clean-up event per calendar year. Licensee shall be solely responsible for all costs associated with such event, and shall obtain any permits and approvals from any responsible governmental agency necessary for the event. Licensee shall coordinate the location of the community clean-up events with the City to ensure that community clean-up events sponsored by cannabis businesses are distributed throughout the City of National City.

b. **Drug Prevention Seminars.** The Licensee shall participate in at least two (2) drug prevention seminars hosted collectively by all cannabis businesses operating in National City. The seminars shall be offered free of charge to the public at a location within the City of National City, and shall focus on responsible use of cannabis and secure storage of cannabis to prevent access by minors. Licensee shall work in good faith to develop and sponsor such seminars.

c. **Employment Priorities.** In an effort to further restorative justice and the local economy, the Licensee shall use a good faith effort to ensure that at least thirty percent (30%) of the employees of the Business are residents of the City of National City and at least twenty percent (20%) of the employees of the Business are individuals previously convicted of misdemeanor offenses related to the sale, distribution, use, or cultivation of cannabis.

## 7. Location Change & Transfer

2.9 **Change of Location.** The Licensee shall not change the location of the Business unless and until the Licensee first complies with the requirements of NCMC Section 9.60.430, and obtains the necessary approvals.

2.10 **Transfer of Ownership.** The Licensee shall not transfer ownership or control of the Business or the Permit unless and until the Licensee first complies with the requirements of NCMC Section 9.60.420, and obtains the necessary approvals.

2.11 **Local Ownership.** The Licensee identified in the Application that it was at least fifty-one percent (51%) owned by residents of National City. Licensee acknowledges that it was eligible to receive the local preference criteria in the Guidelines based on this representation. Notwithstanding anything in NCMC Chapter 9.60 to the contrary, Licensee may not change its ownership structure in anyway such that less than fifty-one percent (51%) of the Licensee is owned by residents of National City. In addition to any other applicable requirement,

Licensee shall notify the City every time there is a change in its ownership, and shall identify whether or not the new owner is a National City resident.

**8. Processing Fees and Charges.**

Licensee shall pay City, processing, inspection, plan checking, permit, and monitoring fees and charges required by City for processing Licensee's applications and requests for permits, inspections, approvals and actions, and monitoring compliance with any permits issued or approvals granted, or the performance of any conditions.

**9. No Vested Rights.**

The Parties acknowledge and agree that this Agreement is not a statutory development agreement authorized by Government Code section 65864. This Agreement confers no entitlement or vested rights of any kind to Licensee to operate the Business, or engage in any commercial cannabis activity.

**10. Voluntary Agreement.**

The terms and conditions of this Agreement are the result of voluntary negotiations between the Parties, and no term in this Agreement has been imposed by the City, including without limitation the General Fund Contribution. The City and Licensee have each voluntarily and freely elected to enter into this Agreement. Each of the Parties have had an equal opportunity to participate in the negotiating and drafting of this Agreement, and to review the Agreement with legal counsel, therefore any construction as against the drafting party shall not apply to this Agreement.

**11. Indemnity.**

Licensee shall indemnify, defend, and hold harmless to the fullest extent permitted by law, City and its officers, officials, employees, consultants, attorneys, and volunteers ("Indemnitees") from and against any and all claims, liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the operation or existence of the Business, this Agreement, or the Property (including any challenge to the validity of any provision of this Agreement or the Permit approvals, or Licensee's failure to comply with any of its obligations under this Agreement, or Licensee's failure to comply with any current or prospective law); provided, however, that Licensee shall have no obligations under this Section for such loss or damage which was caused by the sole negligence or willful misconduct of the Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any insurance policy, whether required by this Agreement or otherwise.

**12. Waiver & Hold Harmless**

Licensee waives, releases, and holds harmless the City and its officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way

relate to this Agreement, including the enforcement of any term or condition stated herein, the payment of the General Fund Contribution, the issuance of the Cannabis Business Permit, or the Operation of the Business. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that the City would not have entered into this Agreement had it been exposed to liability for damages from Licensee, and therefore, Licensee hereby waives all claims for damages against the City for breach of this Agreement. Licensee hereby voluntarily and unconditionally waives any rights it may have to challenge this Agreement or any term contained herein.

Licensee specifically waives the provision of California Civil Code Section 1542, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR EXPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THIS RELEASE, AND THAT IF KNOWN TO HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR THE RELEASED PARTY.”

In this connection and to the extent permitted by law, Licensee hereby agrees, represents and warrants that Licensee realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Licensee further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Licensee nevertheless hereby intends to release, discharge and acquit the City from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which might in any way be included as a material portion of the consideration given to City by Licensee in exchange for City’s performance hereunder.

City has given Licensee material concessions regarding this transaction in exchange for Licensee agreeing to the provisions of this Section. City and Licensee have each initialed this Section to further indicate their awareness and acceptance of each and every provision hereof.

\_\_\_\_\_  
CITY’S INITIALS

\_\_\_\_\_  
LICENSEE’S INITIALS

**13. Liability.**

City shall not assume liability or responsibility for any conditions related to the construction or use of the Business that may be in violation of local and/or state health and building codes (“Conditions”). City shall not assume responsibility for correcting Conditions, either existing or discovered during the course of the construction or operation of the Business. Failure to correct Conditions during the course of construction or operation of the Business shall not imply that City has accepted Conditions nor forfeit City’s right to have Conditions corrected at a future date.

**14. Defaults.**

Notwithstanding other provisions of this Agreement, any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other party (“the Complaining Party”) (unless such period is extended by mutual written consent), shall constitute a default under this Agreement. The Complaining Party’s notice (“Default Notice”) shall specify the nature of the alleged failure, and may specify the manner in which the failure satisfactorily may be cured by the other party (“the Defaulting Party”). If the nature of the alleged failure is such, that it cannot reasonably be cured within such thirty (30) day period, then no default shall be deemed to have occurred if: (a) the cure shall be commenced at the earliest practicable date following receipt of the Default Notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (if no event later than thirty (30) days after the Defaulting Party’s receipt of the Default Notice), the Defaulting Party provides written notice to the Complaining Party that the cure cannot practicably be completed within such thirty (30) day period; and (d) the cure is completed at the earliest practicable date.

Upon the occurrence of a default under this Agreement, the Complaining Party may, in addition to any and all other rights or remedies of the Complaining Party hereunder and/or provided by law, shall have the right to: i) terminate this Agreement, or ii) commence an action against the Defaulting Party for damages, injunction and/or specific performance.

No remedy specified in this Section shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy provided hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy provided by this Agreement may be exercised from time to time and as often as occasion may arise or as may be deemed expedient, subject to any limitations set forth herein.

## **15. Termination.**

**2.12 By Mutual Consent.** This Agreement may be terminated in whole or in part by the mutual written consent of all the Parties.

**2.13 Failure to Obtain or Maintain Required State or Local Licenses.** If Licensee fails to obtain or maintain in effect all State and City licenses required for the Business, City may immediately terminate this Agreement.

**2.14 State or Federal Action.** In the event that State law permitting the use for which the Commercial Cannabis Permit was issued is amended or repealed resulting in the prohibition of such use, either Party may terminate this Agreement.

**2.15 Surrender or Revocation of Commercial Cannabis Permit.** If Licensee voluntarily surrenders their Permit, or if Licensee’s Permit is revoked by City, Licensee shall immediately cease all operations at the Business, and this Agreement shall terminate automatically, without further action required by either Party.



**2.16** Default. If Licensee is in default of any provision of this this agreement, including but not limited to the requirements of Section 7, the City may terminate this Agreement pursuant to Section 14.

**2.17 Effect of Termination of Agreement on Commercial Cannabis Permit.**

Licensee agrees that termination of this Agreement in accordance with this Section, shall also result in the automatic termination of the Licensee's Commercial Cannabis Permit. Upon termination of this Agreement, Licensee shall remit all fees and payments due as of the effective date of the termination.

**16. Future Amendments.**

The City Manager shall have the authority to approve minor amendments to this Agreement without further approval from City Council. For the purposes of this section, an amendment shall be a minor amendment if it substantially conforms with the material terms of this Agreement. Without limiting the generality of the foregoing, changes to the time for either Party to perform any obligation and changes in reporting obligations may be made via a minor amendment. Changes to the amount of gross receipts the Licensee must use for the National City Community Benefit Fund or the General Fund Contribution shall not be minor amendments. The determination of the City Manager regarding whether an amendment qualifies as a minor amendment shall be definitive.

**17. Assignment; Binding on Successors.**

Licensee may not transfer or assign its interests under this Agreement, in whole or in part, without the prior written consent of the City, which may be withheld for any reason. Subject to the restrictions on transfers set forth herein or the NCMC, this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any permitted successor and assign of such Party who has acquired an interest in compliance with this Agreement or under law

**18. Notices.**

All notices required by this Agreement shall be in writing and personally delivered or sent by certified mail, postage prepaid, return receipt requested to the following addresses:

Notice to City shall be addressed as follows:  
CITY OF NATIONAL CITY  
Attn: City Manager  
1243 National City Blvd  
National City, CA 91950

with copies to:

CITY OF NATIONAL CITY  
Attn: City Attorney  
1243 National City Blvd  
National City, CA 91950

Notice to Licensee shall be addressed as follows:

XX  
National City, CA 91950

360 E 104 St #715  
Tustin CA 92780

Either Party may change the address stated herein by giving written notice to the other Party, and thereafter, notices shall be addressed and transmitted to the new address. All notices shall be deemed received on the earlier of the date that personal delivery is effected or the date shown on the return receipt.

**19. Severability.**

If any term, condition, or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected, and the remaining provisions of the Agreement shall be read and construed without the invalid, void, or unenforceable provision(s).

**20. No Implied Waiver of Breach.**

The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**21. No Third Party Beneficiaries.**

The parties do not intend to create, and nothing in this Agreement shall be construed to create any benefit or right in any third party.

**22. Action or Approval.**

Whenever action and/or approval by City is required under this Agreement, the City Manager of the City of National City, or his or her designee, may act on and/or approve such matter unless specifically provided otherwise, or unless the City Manager determines in his discretion that such action or approval requires referral to City Council for consideration.

**23. Governing Law and Forum.**

This Agreement shall be construed in accordance with the laws and judicial decisions of the State of California, and venue or any legal or equitable action shall be in the state or federal courts of County of San Diego.

**24. No Agency, Joint Venture, or Partnership.**

City and Licensee hereby renounce the existence of any form of agency relationship, joint venture, or partnership between City and Licensee, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Licensee.

**25. Entire Agreement.**

The provisions of this Agreement comprise all of the terms, conditions, agreements and representations of the Parties. This Agreement may not be altered or amended, and no provision hereof may be waived, except by written agreement executed by the authorized representatives of the Parties. The Parties hereby agree that terms of this Agreement have not been changed, modified, or expanded by any oral agreements or representations entered into or made prior to or at the execution of this Agreement.

**24. Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one instrument.

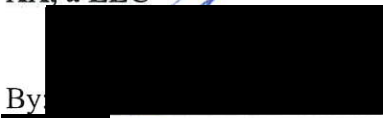
Exhibit A	Conditions of Approval
Exhibit B	Operating Procedures
Exhibit C	Safety and Security Plan

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

**CITY OF NATIONAL CITY, a municipal corporation**

MNG / MR Nice Guy  
XX, a LLC



By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Patrick Martin

Dated: \_\_\_\_\_

Its: Officer

Dated: 5/31/23

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

5212884.2

**EXHIBIT A**  
**CONDITIONS OF APPROVAL**

**General Conditions:**

1. Licensee shall post clearly visible signs at all entrances and exits and at both on and off-site parking areas, requesting patrons to respect residents of adjacent residential neighborhoods by being quiet when leaving, reminding patrons of the existence of permit parking districts within the neighborhoods adjacent to the business, and that the consumption of cannabis in public areas is not permitted pursuant to state law.
2. A responsible person shall always be on the premises to act as manager and supervise employees during business hours.
3. The applicant shall comply with the applicable requirement of NCMC Title 12, Noise Control. Noise complaints shall be immediately addressed.
4. Odor generated by the Business shall not be detectable outside the Business to a person of normal olfactory sensitivities, including anywhere on adjacent property or public rights-of-way, or within any other unit located within the same building as the Business. An odor absorbing ventilation and exhaust system shall be installed so that odor generated within the Business is not detected outside of the Business.
5. Licensee shall proactively monitor and resolve any issues involving disturbances, loitering or ingestion of cannabis in parking lots or surrounding streets, sidewalks, and alleys.
6. Licensee shall provide law enforcement and all neighbors within one hundred feet of the Business with the name and phone number of an on-site community relations employee to notify if there are operational problems with the establishment.
7. Licensee shall employ a minimum of one (1) on-site security guards during all hours of operation.. All security guards employed by the Business shall be licensed and possess a valid Department of Consumer Affairs "Security Guard Card" at all times. In addition, any security guard employed by the Business or security firm retained by the Business must first be approved by the City's Chief of Police, in his or her reasonable discretion. Neighborhood security guard patrols shall be conducted every hour, for a two-block radius surrounding the Business during all hours of operation.
8. The Licensee shall not employ security guards armed with firearms or tasers.
9. Upon presentation of proper credentials by any Code Compliance or Law Enforcement Officer, the Licensee shall consent to entry of the place of business at all reasonable times to enforce the provisions of this Agreement or the NCMC.
10. On-site sales of alcohol or tobacco, and on-site consumption of alcohol or tobacco products by patrons prohibited.
11. All proposed structures must comply with zoning and building code regulations and pass all requisite inspections and receive all permits required under applicable law.
12. All cannabis waste must be stored in a secured location and properly disposed by a

cannabis waste collector.

13. The on-site consumption of alcohol, tobacco or cannabis by employees of the Business is prohibited while such employees are working.

**COMMERCIAL CANNABIS BUSINESS LICENSE  
DEVELOPMENT AGREEMENT**

This Development Agreement (“Agreement”) is made and entered into as of June 20, 2023 (the “Effective Date”) between the **CITY OF NATIONAL CITY**, a California municipal corporation (“City”), and **E7 LA LLC**, a California LLC doing business as Element 7 National City (“Licensee”). City and Licensee are hereinafter collectively referred to as the “Parties” and singularly as “Party.”

**RECITALS**

- A. The City Council previously adopted an ordinance to add Chapter 9.60 to National City Municipal Code (“NCMC”) to permit limited commercial cannabis activities.
- B. Pursuant to Resolution No. 23-\_\_\_, the City Council adopted Application Procedures and Guidelines (the “Guidelines”) governing the issuance of commercial cannabis licenses.
- C. Licensee submitted an application for a commercial cannabis license dated April 7, 2022 (the “Application”), which was reviewed by the City in accordance with the Guidelines.
- D. The Licensee identified in the Application that it was at least 51% owned by residents of National City, which made the Licensee’s Application eligible to receive the local preference criteria contained in the Guidelines.
- E. On June 20, 2023, the City awarded a Commercial Cannabis Permit to Licensee (“Permit”), to operate a retail and distribution, cannabis business which will be located at 3101 Hoover Avenue, National City, CA 91950, also known as San Diego County APN 562-220-40 (the “Property”).
- F. Pursuant to NCMC Section 9.60.100 and the Guidelines, the Licensee must enter into an Development Agreement with City prior to commencing operations.
- G. The City and Licensee freely and voluntarily negotiated the terms and conditions of this Development, and the City Council adopted Resolution No 23- approving this Agreement.
- H. The Parties acknowledge that this Agreement is not a statutory development agreement authorized by Government Code section 65864 and that this Agreement confers no entitlement or vested rights of any kind to Licensee to operate a cannabis business.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the covenants and obligations set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

**1. Incorporation of Recitals.**

The recitals and defined terms set forth above are hereby incorporated into this Agreement.

**2. Effective Date and Term.**

This Agreement shall commence on the Effective Date and remain in effect until the expiration, termination, surrender, or revocation of Licensee's Commercial Cannabis Permit, unless sooner terminated as provided for herein.

**3. Description of Business and Ownership.**

Licensee's has been awarded a Commercial Cannabis Permit dated June 20, 2023 to operate a commercial cannabis business at the Property (the "Business"). Licensee shall operate the Business as a retailer and distributor, as those terms are defined in NCMC Chapter 9.60. The terms and conditions of the Commercial Cannabis Permit are incorporated into this Agreement by reference.

**4. Applicable Laws and Regulations.**

**4.1 General.** Licensee shall at all times comply fully with all current and future State and City laws and regulations applicable to Licensee's Business, including but not limited to NCMC Chapter 9.60. Licensee shall ensure such compliance by all of Licensee's employees, contractors, vendors, and members of the public invited or allowed access to the Business.

**4.2 State License.** Licensee shall promptly apply for and obtain all State licenses required for the Business's operations. Failure to obtain and maintain required State licenses during the term of this Agreement shall constitute a default under this Agreement and shall be grounds for termination.

**5. Conditions of Approval.**

In addition to the requirements contained in the Plans, as defined in Section 6 below, the Licensee shall at all times operate the Business in accordance with the Conditions of Approval for the Business, attached hereto as Exhibit A and incorporated herein by reference (the "Conditions of Approval"). To the extent there is a conflict or inconsistency between the Conditions of Approval and the Plans, the Conditions of Approval shall control. To the extent the Conditions of Approval conflict with any applicable state or local law or regulation, currently existing or enacted in the future, the applicable law or regulation shall control. The City Manager, or his or her designee, shall have the authority to amend the Conditions of Approval subject to the requirements of this Agreement.

**6. Operating Requirements.**

**6.1 Operating Requirements.** In addition to any other applicable requirements, Licensee shall at all times operate the Business in accordance with the operating procedures



contained in Exhibit B, attached hereto and incorporated by reference. Such operating procedures include requirements for the opening and closing of the Business, customer check-in, product delivery, use of specific point-of-sale software, inventory control, diversion prevention, product distribution, transportation procedures, odor control, and quality control. Nothing in this section shall prevent the Licensee from changing the mix and type of cannabis products at the Business.

**6.2 Safety Plan.** In addition to any other applicable requirements, Licensee shall at all times operate the Business in compliance with the Safety Plan contained in Exhibit C, attached hereto and incorporated by reference, including but not limited to all fire prevention and suppression measures, accident and reporting procedures, medical emergency response procedures, and waste management procedures identified therein.

**6.3 Security Plan.** In addition to any other applicable requirements, Licensee shall at all times operate the Business in compliance with the Security Plan submitted with the Licensee's application and on file with the City. The Security Plan identifies access control requirements, perimeter security standards, inventory control measures, cash handling procedures, information/records security, lighting and surveillance requirements, theft and diversion prevention strategies, and employee training policies, among other topics.

**6.4 Amendments.** Licensee shall operate Business in accordance with the requirements of the this Section 5 and the plans contained in Exhibit B and C attached hereto (collectively, the "Plans") , with such amendments or changes approved by the City Manager, or his or her designee. To the extent there is a conflict or inconsistency between the Plans and this Agreement, this Agreement shall prevail.

**7. Community Benefits.** Licensee has offered to provide certain community benefits as part of the operation of the Business, and the City has accepted such offer. The community benefits to be provided by Licensee are specified in this Section.

**7.1 National City Community Benefit Fund.**

a. **Community Benefit Fund.** Licensee hereby agrees to donate an amount equal to the greater of: i) Fifty Thousand Dollars (\$50,000), or ii) one percent (1%) of the Net Profits of the Business, as defined herein, to nonprofit community organizations located and doing business within National City, subject to the requirements of this Section (the "National City Community Benefit Fund").

b. **Annual Plan.** No later than the October 1 of each year, beginning the year after the Business commences operations, Licensee shall submit to the City an annual plan for the disbursement of the National City Community Benefit Fund (the "Annual Plan"). The Annual Plan shall identify the recipients of the funds, the estimated amount that shall be provided to each recipient, and such other information as may reasonably be required by the City. The recipients of the proceeds of the National City Community Benefit Fund shall: i) be exempt from taxation pursuant to Internal Revenue Code section 501(c)(3), 501(c)(4) or 501(c)(6), ii) shall be in good standing with the laws of the State of California, and iii) shall provide sufficient services within the City of National City that benefit the public (each a "Recipient"). The City may, in its sole discretion, determine that a proposed Recipient does not

provide sufficient services within National City that benefit the public, and such determination shall be conclusive. The City shall review, and either approve or reject, the Annual Plan. If the City rejects the Annual Plan, it shall notify the Licensee in writing of the reasons for the rejection. Thereafter, the Licensee shall submit a revised Annual Plan within forty-five (45) days. If the City fails to approve or reject the Annual Plan within thirty (30) days of submittal by the Licensee, the Annual Plan shall be deemed approved. Licensee may at any time apply to amend its Annual Plan, subject to the same procedures contained in this Section 7.1.

## **7.2 General Fund Contribution.**

a. **Voluntary General Fund Contribution.** Licensee hereby agrees to donate an amount equal to five percent (5%) of the Gross Receipts of the Business, as defined herein, to the City's General Fund, subject to the requirements of this Section 7 (the "General Fund Contribution"). The General Fund Contribution may be used for any lawful municipal purpose as determined by the City Council, in its sole and absolute discretion.

b. **Monthly Payments.** No later than the 15<sup>th</sup> day of each calendar month, Licensee shall pay to the City the General Fund Contribution from the previous calendar month. The payment shall be accompanied by a report, on a form approved by the City's Finance Director, identifying the total amount of the Gross Receipts of the Business from the previous month and any other information requested by the City.

c. **Penalty for Delay.** If Licensee fails to remit any amount owed pursuant to Section 7.2(b) within the time required, Licensee shall pay a penalty of ten percent (10%) of the amount owed in addition to the outstanding amount. The amount of the penalty shall increase by an additional ten percent (10%) each additional thirty (30) days during which the Licensee fails to make the requirement payment. Licensee and City agree that this penalty is necessary in order to ensure that Licensee timely provides the funds it has promised to donate and which the City has budgeted based on such promise.

## **7.3 Financial Reporting & Administration.**

a. **Gross Receipts.** As used in this Agreement, "Gross receipts" includes the total amounts actually received or receivable during a calendar year for the sale of any cannabis goods for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale or delivery of cannabis materials, cannabis services, cannabis goods within the City of National City, or outside the City of National City when the proceeds are credited to or for the account of the Business. Included in "gross receipts" shall be all commissions, fees, receipts, receipts from coin-operated equipment, cash, credits and property of any kind or nature, without any deduction therefrom on account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever. Excluded from "gross receipts" shall be the following: i) cash discounts allowed and taken on sales; ii) credit allowed on property accepted as part of the purchase price and which property may later be sold; iii) any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser; iv) such part of the sale price of property returned by purchasers upon rescission of the contract of

sale refunded either in cash or by credit; v) amounts collected or held in trust for others where the business is acting as an agent or trustee, to the extent that such amounts are paid to or for the benefit of those for whom collected (the collector may require proof of payment or disbursement; vi) receipts of refundable deposits, except that refundable deposits forfeited and taken into the income of the business shall not be excluded and vii) non-cannabis materials, goods, wares or merchandise.

b. **Net Profits.** As used in this Agreement, "Net profits" shall mean the net taxable income of the Business as reported annually to the California Franchise Tax Board on its annual tax return, less any federal, state, or local taxes paid by Business and not otherwise reported as part of the net taxable income of the business.

c. **Reporting of Gross Receipts.** No later than February 15 of each year during the Term of this Agreement, Licensee shall deliver to City a report, on a form approved by the City's Finance Director, showing:

(i) The Business's Gross Receipts and Net Profits from the previous calendar year (the "Statement of Receipts");

(ii) The total amount of the General Fund Contribution; and

(iii) The total amount contributed to the National City Community Benefit Fund and the actual amount of money provided to each Recipient.

d. **Statements of Receipts.** Licensee shall keep complete, accurate and appropriate books and records of all receipts and expenses from the Business's operations in accordance with generally accepted accounting principles ("Books and Records"). Books and Records, as well as all other relevant documents as City reasonably requires, shall, upon reasonable written notice, be open for inspection by City, its auditors, or other authorized representatives. If at any time during the Agreement, such Books and Records are deemed inadequate in the reasonable judgment of City, Licensee shall, upon the written notice of City, be given a one quarter period (three months) to cure such inadequacies. If, in the reasonable judgment of the City, Licensee has not cured the Books and Records inadequacies, City shall consider Licensee to be in default of this Agreement, and may choose to terminate this Agreement.

e. **Audit.** City shall have the right to audit and examine Licensee's Books and Records, and other relevant documents and items in Licensee's possession ("Audit Items"), but only to the extent necessary for a proper determination of gross receipts, net profits, and expenses from operations. Upon written request by City, Licensee shall make all Audit Items available to the City within thirty (30) days of City's request.

f. **Retention of Receipts.** Licensee shall preserve Audit Items in the City for a period of at least five (5) years.

g. **Copies of Tax Filings.** Upon request, Licensee shall provide City with copies of any reports and tax filings Licensee is required to provide to the County of San Diego, the State, and the federal government.

h. **Future Revenue Mechanisms.** During the term of this Agreement, if the City imposes an alternative revenue mechanism specifically related to commercial cannabis business permit holders, Licensee agrees to pay the City the greater of the payment required under such alternative revenue mechanism or the General Fund Contribution. Payments that are not specific to commercial cannabis business permit holders (e.g. apply to both cannabis and non-cannabis businesses), shall be in addition to, and not in lieu of, the payments required by this Agreement.

#### **7.4 Miscellaneous Community Benefits**

a. **Community Clean Up.** Licensee shall organize and host one community clean-up event per calendar year. Licensee shall be solely responsible for all costs associated with such event, and shall obtain any permits and approvals from any responsible governmental agency necessary for the event. Licensee shall coordinate the location of the community clean-up events with the City to ensure that community clean-up events sponsored by cannabis businesses are distributed throughout the City of National City.

b. **Drug Prevention Seminars.** The Licensee shall participate in at least two (2) drug prevention seminars hosted collectively by all cannabis businesses operating in National City. The seminars shall be offered free of charge to the public at a location within the City of National City, and shall focus on responsible use of cannabis and secure storage of cannabis to prevent access by minors. Licensee shall work in good faith to develop and sponsor such seminars.

c. **Employment Priorities.** In an effort to further restorative justice and the local economy, the Licensee shall use a good faith effort to ensure that at least thirty percent (30%) of the employees of the Business are residents of the City of National City and at least twenty percent (20%) of the employees of the Business are individuals previously convicted of misdemeanor offenses related to the sale, distribution, use, or cultivation of cannabis.

### **8. Location Change & Transfer**

**8.1 Change of Location.** The Licensee shall not change the location of the Business unless and until the Licensee first complies with the requirements of NCMC Section 9.60.430, and obtains the necessary approvals.

**8.2 Transfer of Ownership.** The Licensee shall not transfer ownership or control of the Business or the Permit unless and until the Licensee first complies with the requirements of NCMC Section 9.60.420, and obtains the necessary approvals.

**8.3 Local Ownership.** The Licensee identified in the Application that it was at least fifty-one percent (51%) owned by residents of National City. Licensee acknowledges that it was eligible to receive the local preference criteria in the Guidelines based on this representation. Notwithstanding anything in NCMC Chapter 9.60 to the contrary, Licensee may

not change its ownership structure in anyway such that less than fifty-one percent (51%) of the Licensee is owned by residents of National City. In addition to any other applicable requirement, Licensee shall notify the City every time there is a change in its ownership, and shall identify whether or not the new owner is a National City resident.

**9. Processing Fees and Charges.**

Licensee shall pay City, processing, inspection, plan checking, permit, and monitoring fees and charges required by City for processing Licensee's applications and requests for permits, inspections, approvals and actions, and monitoring compliance with any permits issued or approvals granted, or the performance of any conditions.

**10. No Vested Rights.**

The Parties acknowledge and agree that this Agreement is not a statutory development agreement authorized by Government Code section 65864. This this Agreement confers no entitlement or vested rights of any kind to Licensee to operate the Business, or engage in any commercial cannabis activity.

**11. Voluntary Agreement.**

The terms and conditions of this Agreement are the result of voluntary negotiations between the Parties, and no term in this Agreement has been imposed by the City, including without limitation the General Fund Contribution. The City and Licensee have each voluntarily and freely elected to enter into this Agreement. Each of the Parties have had an equal opportunity to participate in the negotiating and drafting of this Agreement, and to review the Agreement with legal counsel, therefore any construction as against the drafting party shall not apply to this Agreement.

**12. Indemnity.**

Licensee shall indemnify, defend, and hold harmless to the fullest extent permitted by law, City and its officers, officials, employees, consultants, attorneys, and volunteers ("Indemnitees") from and against any and all claims, liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the operation or existence of the Business, this Agreement, or the Property (including any challenge to the validity of any provision of this Agreement or the Permit approvals, or Licensee's failure to comply with any of its obligations under this Agreement, or Licensee's failure to comply with any current or prospective law); provided, however, that Licensee shall have no obligations under this Section for such loss or damage which was caused by the sole negligence or willful misconduct of the Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any insurance policy, whether required by this Agreement or otherwise.

**13. Waiver & Hold Harmless**

Licensee waives, releases, and holds harmless the City and its officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to this Agreement, including the enforcement of any term or condition stated herein, the payment of the General Fund Contribution, the issuance of the Cannabis Business Permit, or the Operation of the Business. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that the City would not have entered into this Agreement had it been exposed to liability for damages from Licensee, and therefore, Licensee hereby waives all claims for damages against the City for breach of this Agreement. Licensee hereby voluntarily and unconditionally waives any rights it may have to challenge this Agreement or any term contained herein.

Licensee specifically waives the provision of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR EXPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THIS RELEASE, AND THAT IF KNOWN TO HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR THE RELEASED PARTY."

In this connection and to the extent permitted by law, Licensee hereby agrees, represents and warrants that Licensee realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Licensee further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Licensee nevertheless hereby intends to release, discharge and acquit the City from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which might in any way be included as a material portion of the consideration given to City by Licensee in exchange for City's performance hereunder.

City has given Licensee material concessions regarding this transaction in exchange for Licensee agreeing to the provisions of this Section. City and Licensee have each initialed this Section to further indicate their awareness and acceptance of each and every provision hereof.

\_\_\_\_\_  
CITY'S INITIALS

\_\_\_\_\_  
LICENSEE'S INITIALS  
\_\_\_\_\_

**14. Liability.**

City shall not assume liability or responsibility for any conditions related to the construction or use of the Business that may be in violation of local and/or state health and building codes ("Conditions"). City shall not assume responsibility for correcting Conditions, either existing or discovered during the course of the construction or operation of the Business. Failure to correct Conditions during the course of construction or operation of the Business shall not imply that

City has accepted Conditions nor forfeit City's right to have Conditions corrected at a future date.

## **15. Defaults.**

Notwithstanding other provisions of this Agreement, any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other party ("the Complaining Party") (unless such period is extended by mutual written consent), shall constitute a default under this Agreement. The Complaining Party's notice ("Default Notice") shall specify the nature of the alleged failure, and may specify the manner in which the failure satisfactorily may be cured by the other party ("the Defaulting Party"). If the nature of the alleged failure is such, that it cannot reasonably be cured within such thirty (30) day period, then no default shall be deemed to have occurred if: (a) the cure shall be commenced at the earliest practicable date following receipt of the Default Notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (if no event later than thirty (30) days after the Defaulting Party's receipt of the Default Notice), the Defaulting Party provides written notice to the Complaining Party that the cure cannot practicably be completed within such thirty (30) day period; and (d) the cure is completed at the earliest practicable date.

Upon the occurrence of a default under this Agreement, the Complaining Party may, in addition to any and all other rights or remedies of the Complaining Party hereunder and/or provided by law, shall have the right to: i) terminate this Agreement, or ii) commence an action against the Defaulting Party for damages, injunction and/or specific performance.

No remedy specified in this Section shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy provided hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy provided by this Agreement may be exercised from time to time and as often as occasion may arise or as may be deemed expedient, subject to any limitations set forth herein.

## **16. Termination.**

**16.1 By Mutual Consent.** This Agreement may be terminated in whole or in part by the mutual written consent of all the Parties.

**16.2 Failure to Obtain or Maintain Required State or Local Licenses.** If Licensee fails to obtain or maintain in effect all State and City licenses required for the Business, City may immediately terminate this Agreement.

**16.3 State or Federal Action.** In the event that State law permitting the use for which the Commercial Cannabis Permit was issued is amended or repealed resulting in the prohibition of such use, either Party may terminate this Agreement.

**16.4 Surrender or Revocation of Commercial Cannabis Permit.** If Licensee voluntarily surrenders their Permit, or if Licensee's Permit is revoked by City, Licensee shall

immediately cease all operations at the Business, and this Agreement shall terminate automatically, without further action required by either Party.

**16.5** Default. If Licensee is in default of any provision of this this agreement, including but not limited to the requirements of Section 7, the City may terminate this Agreement pursuant to Section 14.

**16.6 Effect of Termination of Agreement on Commercial Cannabis Permit.**

Licensee agrees that termination of this Agreement in accordance with this Section, shall also result in the automatic termination of the Licensee's Commercial Cannabis Permit. Upon termination of this Agreement, Licensee shall remit all fees and payments due as of the effective date of the termination.

**17. Future Amendments.**

The City Manager shall have the authority to approve minor amendments to this Agreement without further approval from City Council. For the purposes of this section, an amendment shall be a minor amendment if it substantially conforms with the material terms of this Agreement. Without limiting the generality of the foregoing, changes to the time for either Party to perform any obligation and changes in reporting obligations may be made via a minor amendment. Changes to the amount of gross receipts the Licensee must use for the National City Community Benefit Fund or the General Fund Contribution shall not be minor amendments. The determination of the City Manager regarding whether an amendment qualifies as a minor amendment shall be definitive.

**18. Assignment; Binding on Successors.**

Licensee may not transfer or assign its interests under this Agreement, in whole or in part, without the prior written consent of the City, which may be withheld for any reason. Subject to the restrictions on transfers set forth herein or the NCMC, this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any permitted successor and assign of such Party who has acquired an interest in compliance with this Agreement or under law

**19. Notices.**

All notices required by this Agreement shall be in writing and personally delivered or sent by certified mail, postage prepaid, return receipt requested to the following addresses:

Notice to City shall be addressed as follows:  
CITY OF NATIONAL CITY  
Attn: City Manager  
1243 National City Blvd  
National City, CA 91950



with copies to:

CITY OF NATIONAL CITY  
Attn: City Attorney  
1243 National City Blvd  
National City, CA 91950

Notice to Licensee shall be addressed as follows:

E7 LA LLC  
Attn: Roseann Jasso / Robert DiVito  
PO Box 388, San Francisco, CA 94104

Either Party may change the address stated herein by giving written notice to the other Party, and thereafter, notices shall be addressed and transmitted to the new address. All notices shall be deemed received on the earlier of the date that personal delivery is effected or the date shown on the return receipt.

**20. Severability.**

If any term, condition, or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected, and the remaining provisions of the Agreement shall be read and construed without the invalid, void, or unenforceable provision(s).

**21. No Implied Waiver of Breach.**

The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**22. No Third Party Beneficiaries.**

The parties do not intend to create, and nothing in this Agreement shall be construed to create any benefit or right in any third party.

**23. Action or Approval.**

Whenever action and/or approval by City is required under this Agreement, the City Manager of the City of National City, or his or her designee, may act on and/or approve such matter unless specifically provided otherwise, or unless the City Manager determines in his discretion that such action or approval requires referral to City Council for consideration.

**24. Governing Law and Forum.**

This Agreement shall be construed in accordance with the laws and judicial decisions of the State of California, and venue or any legal or equitable action shall be in the state or federal courts of County of San Diego.

**25. No Agency, Joint Venture, or Partnership.**

City and Licensee hereby renounce the existence of any form of agency relationship, joint venture, or partnership between City and Licensee, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Licensee.

**26. Entire Agreement.**

The provisions of this Agreement comprise all of the terms, conditions, agreements and representations of the Parties. This Agreement may not be altered or amended, and no provision hereof may be waived, except by written agreement executed by the authorized representatives of the Parties. The Parties hereby agree that terms of this Agreement have not been changed, modified, or expanded by any oral agreements or representations entered into or made prior to or at the execution of this Agreement.

**24. Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one instrument.

Exhibit A	Conditions of Approval
Exhibit B	Operating Procedures
Exhibit C	Safety and Security Plan

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

**CITY OF NATIONAL CITY, a municipal corporation**

**E7 LA LLC, a California Limited Liability Company**

By: \_\_\_\_\_  
Dated: \_\_\_\_\_



Name: Robert DeVito  
Its: CEO  
Dated: 5/13/2023

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

5212884.2

## EXHIBIT A

### CONDITIONS OF APPROVAL

#### General Conditions:

1. Licensee shall post clearly visible signs at all entrances and exits and at both on and off-site parking areas, requesting patrons to respect residents of adjacent residential neighborhoods by being quiet when leaving, reminding patrons of the existence of permit parking districts within the neighborhoods adjacent to the business, and that the consumption of cannabis in public areas is not permitted pursuant to state law.
2. A responsible person shall always be on the premises to act as manager and supervise employees during business hours.
3. The applicant shall comply with the applicable requirement of NCMC Title 12, Noise Control. Noise complaints shall be immediately addressed.
4. Odor generated by the Business shall not be detectable outside the Business to a person of normal olfactory sensitivities, including anywhere on adjacent property or public rights-of-way, or within any other unit located within the same building as the Business. An odor absorbing ventilation and exhaust system shall be installed so that odor generated within the Business is not detected outside of the Business.
5. Licensee shall proactively monitor and resolve any issues involving disturbances, loitering or ingestion of cannabis in parking lots or surrounding streets, sidewalks, and alleys.
6. Licensee shall provide law enforcement and all neighbors within one hundred feet of the Business with the name and phone number of an on-site community relations employee to notify if there are operational problems with the establishment.
7. Licensee shall employ a minimum of one (1) on-site security guards during all hours of operation.. All security guards employed by the Business shall be licensed and possess a valid Department of Consumer Affairs "Security Guard Card" at all times. In addition, any security guard employed by the Business or security firm retained by the Business must first be approved by the City's Chief of Police, in his or her reasonable discretion. Neighborhood security guard patrols shall be conducted every hour, for a two-block radius surrounding the Business during all hours of operation.
8. The Licensee shall not employ security guards armed with firearms or tasers.
9. Upon presentation of proper credentials by any Code Compliance or Law Enforcement Officer, the Licensee shall consent to entry of the place of business at all reasonable times to enforce the provisions of this Agreement or the NCMC.
10. On-site sales of alcohol or tobacco, and on-site consumption of alcohol or tobacco products by patrons prohibited.
11. All proposed structures must comply with zoning and building code regulations and pass all requisite inspections and receive all permits required under applicable law.
12. All cannabis waste must be stored in a secured location and properly disposed by a cannabis waste collector.
13. The on-site consumption of alcohol, tobacco or cannabis by employees of the Business is prohibited while such employees are working.

**COMMERCIAL CANNABIS BUSINESS LICENSE  
DEVELOPMENT AGREEMENT**

This Development Agreement (“Agreement”) is made and entered into as of June 20, 2023 (the “Effective Date”) between the **CITY OF NATIONAL CITY**, a California municipal corporation (“City”), and NC Investment Group, LLC, a California LLC (“Licensee”). City and Licensee are hereinafter collectively referred to as the “Parties” and singularly as “Party.”

**RECITALS**

- A. The City Council previously adopted an ordinance to add Chapter 9.60 to National City Municipal Code (“NCMC”) to permit limited commercial cannabis activities.
- B. Pursuant to Resolution No.      -     , the City Council adopted Application Procedures and Guidelines (the “Guidelines”) governing the issuance of commercial cannabis licenses.
- C. Licensee submitted an application for a commercial cannabis license dated April 7, 2022 (the “Application”), which was reviewed by the City in accordance with the Guidelines.
- D. The Licensee identified in the Application that it was at least 51% owned by residents of National City, which made the Licensee’s Application eligible to receive the local preference criteria contained in the Guidelines.
- E. On June 20, 2023, the City awarded a Commercial Cannabis Permit to Licensee (“Permit”), to operate a retail and distribution, cannabis business which will be located at 316 W. 30th Street, National City, CA 91950, also known as San Diego County APN 560-220-06 (the “Property”).
- F. Pursuant to NCMC Section 9.60.100 and the Guidelines, the Licensee must enter into an Development Agreement with City prior to commencing operations.
- G. The City and Licensee freely and voluntarily negotiated the terms and conditions of this Development, and the City Council adopted Resolution No 23 -      approving this Agreement.
- H. The Parties acknowledge that this Agreement is not a statutory development agreement authorized by Government Code section 65864 and that this Agreement confers no entitlement or vested rights of any kind to Licensee to operate a cannabis business.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the covenants and obligations set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

- 1. Incorporation of Recitals.**

The recitals and defined terms set forth above are hereby incorporated into this Agreement.

**2. Effective Date and Term.**

This Agreement shall commence on the Effective Date and remain in effect until the expiration, termination, surrender, or revocation of Licensee's Commercial Cannabis Permit, unless sooner terminated as provided for herein.

**3. Description of Business and Ownership.**

Licensee's has been awarded a Commercial Cannabis Permit dated June 20, 2023 to operate a commercial cannabis business at the Property (the "Business"). Licensee shall operate the Business as a retailer and distributor, as those terms are defined in NCMC Chapter 9.60. The terms and conditions of the Commercial Cannabis Permit are incorporated into this Agreement by reference.

**4. Applicable Laws and Regulations.**

**4.1 General.** Licensee shall at all times comply fully with all current and future State and City laws and regulations applicable to Licensee's Business, including but not limited to NCMC Chapter 9.60. Licensee shall ensure such compliance by all of Licensee's employees, contractors, vendors, and members of the public invited or allowed access to the Business.

**4.2 State License.** Licensee shall promptly apply for and obtain all State licenses required for the Business's operations. Failure to obtain and maintain required State licenses during the term of this Agreement shall constitute a default under this Agreement and shall be grounds for termination.

**5. Conditions of Approval.**

In addition to the requirements contained in the Plans, as defined in Section 6 below, the Licensee shall at all times operate the Business in accordance with the Conditions of Approval for the Business, attached hereto as Exhibit A and incorporated herein by reference (the "Conditions of Approval"). To the extent there is a conflict or inconsistency between the Conditions of Approval and the Plans, the Conditions of Approval shall control. To the extent the Conditions of Approval conflict with any applicable state or local law or regulation, currently existing or enacted in the future, the applicable law or regulation shall control. The City Manager, or his or her designee, shall have the authority to amend the Conditions of Approval subject to the requirements of this Agreement.

**6. Operating Requirements.**

**6.1 Operating Requirements.** In addition to any other applicable requirements, Licensee shall at all times operate the Business in accordance with the operating procedures contained in Exhibit B, attached hereto and incorporated by reference. Such operating procedures include requirements for the opening and closing of the Business, customer check-in, product

delivery, use of specific point-of-sale software, inventory control, diversion prevention, product distribution, transportation procedures, odor control, and quality control. Nothing in this section shall prevent the Licensee from changing the mix and type of cannabis products at the Business.

**6.2 Safety Plan.** In addition to any other applicable requirements, Licensee shall at all times operate the Business in compliance with the Safety Plan contained in Exhibit C, attached hereto and incorporated by reference, including but not limited to all fire prevention and suppression measures, accident and reporting procedures, medical emergency response procedures, and waste management procedures identified therein.

**6.3 Security Plan.** In addition to any other applicable requirements, Licensee shall at all times operate the Business in compliance with the Security Plan submitted with the Licensee's application and on file with the City. The Security Plan identifies access control requirements, perimeter security standards, inventory control measures, cash handling procedures, information/records security, lighting and surveillance requirements, theft and diversion prevention strategies, and employee training policies, among other topics.

**6.4 Amendments.** Licensee shall operate Business in accordance with the requirements of the this Section 5 and the plans contained in Exhibit B and C attached hereto (collectively, the "Plans"), with such amendments or changes approved by the City Manager, or his or her designee. To the extent there is a conflict or inconsistency between the Plans and this Agreement, this Agreement shall prevail.

**7. Community Benefits.** Licensee has offered to provide certain community benefits as part of the operation of the Business, and the City has accepted such offer. The community benefits to be provided by Licensee are specified in this Section.

**7.1 National City Community Benefit Fund.**

a. **Community Benefit Fund.** Licensee hereby agrees to donate an amount equal to the greater of: i) Fifty Thousand Dollars (\$50,000), or ii) one percent (1%) of the Net Profits of the Business, as defined herein, to nonprofit community organizations located and doing business within National City, subject to the requirements of this Section (the "National City Community Benefit Fund").

b. **Annual Plan.** No later than the October 1 of each year, beginning the year after the Business commences operations, Licensee shall submit to the City an annual plan for the disbursement of the National City Community Benefit Fund (the "Annual Plan"). The Annual Plan shall identify the recipients of the funds, the estimated amount that shall be provided to each recipient, and such other information as may reasonably be required by the City. The recipients of the proceeds of the National City Community Benefit Fund shall: i) be exempt from taxation pursuant to Internal Revenue Code section 501(c)(3), 501(c)(4) or 501(c)(6), ii) shall be in good standing with the laws of the State of California, and iii) shall provide sufficient services within the City of National City that benefit the public (each a "Recipient"). The City may, in its sole discretion, determine that a proposed Recipient does not provide sufficient services within National City that benefit the public, and such determination shall be conclusive. The City shall review, and either approve or reject, the Annual Plan. If the

City rejects the Annual Plan, it shall notify the Licensee in writing of the reasons for the rejection. Thereafter, the Licensee shall submit a revised Annual Plan within forty-five (45) days. If the City fails to approve or reject the Annual Plan within thirty (30) days of submittal by the Licensee, the Annual Plan shall be deemed approved. Licensee may at any time apply to amend its Annual Plan, subject to the same procedures contained in this Section 7.1.

**7.2 General Fund Contribution.**

a. **Voluntary General Fund Contribution.** Licensee hereby agrees to donate an amount equal to five percent (5%) of the Gross Receipts of the Business, as defined herein, to the City's General Fund, subject to the requirements of this Section 7 (the "General Fund Contribution"). The General Fund Contribution may be used for any lawful municipal purpose as determined by the City Council, in its sole and absolute discretion.

b. **Monthly Payments.** No later than the 15<sup>th</sup> day of each calendar month, Licensee shall pay to the City the General Fund Contribution from the previous calendar month. The payment shall be accompanied by a report, on a form approved by the City's Finance Director, identifying the total amount of the Gross Receipts of the Business from the previous month and any other information requested by the City.

c. **Penalty for Delay.** If Licensee fails to remit any amount owed pursuant to Section 7.2(b) within the time required, Licensee shall pay a penalty of ten percent (10%) of the amount owned in addition to the outstanding amount. The amount of the penalty shall increase by an additional ten percent (10%) each additional thirty (30) days during which the Licensee fails to make the requirement payment. Licensee and City agree that this penalty is necessary in order to ensure that Licensee timely provides the funds it has promised to donate and which the City has budgeted based on such promise.

**7.3 Financial Reporting & Administration.**

a. **Gross Receipts.** As used in this Agreement, "Gross receipts" includes the total amounts actually received or receivable during a calendar year for the sale of any cannabis goods for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale or delivery of cannabis materials, cannabis services, cannabis goods within the City of National City, or outside the City of National City when the proceeds are credited to or for the account of the Business. Included in "gross receipts" shall be all commissions, fees, receipts, receipts from coin-operated equipment, cash, credits and property of any kind or nature, without any deduction therefrom on account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever. Excluded from "gross receipts" shall be the following: i) cash discounts allowed and taken on sales; ii) credit allowed on property accepted as part of the purchase price and which property may later be sold; iii) any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser; iv) such part of the sale price of property returned by purchasers upon rescission of the contract of sale refunded either in cash or by credit; v) amounts collected or held in trust for others where the business is acting as an agent or trustee, to the extent that such amounts are paid to or for the



benefit of those for whom collected (the collector may require proof of payment or disbursement; vi) receipts of refundable deposits, except that refundable deposits forfeited and taken into the income of the business shall not be excluded and vii) non-cannabis materials, goods, wares or merchandise.

b. **Net Profits.** As used in this Agreement, "Net profits" shall mean the net taxable income of the Business as reported annually to the California Franchise Tax Board on its annual tax return, less any federal, state, or local taxes paid by Business and not otherwise reported as part of the net taxable income of the business.

c. **Reporting of Gross Receipts.** No later than February 15 of each year during the Term of this Agreement, Licensee shall deliver to City a report, on a form approved by the City's Finance Director, showing:

(i) The Business's Gross Receipts and Net Profits from the previous calendar year (the "Statement of Receipts");

(ii) The total amount of the General Fund Contribution; and

(iii) The total amount contributed to the National City Community Benefit Fund and the actual amount of money provided to each Recipient.

d. **Statements of Receipts.** Licensee shall keep complete, accurate and appropriate books and records of all receipts and expenses from the Business's operations in accordance with generally accepted accounting principles ("Books and Records"). Books and Records, as well as all other relevant documents as City reasonably requires, shall, upon reasonable written notice, be open for inspection by City, its auditors, or other authorized representatives. If at any time during the Agreement, such Books and Records are deemed inadequate in the reasonable judgment of City, Licensee shall, upon the written notice of City, be given a one quarter period (three months) to cure such inadequacies. If, in the reasonable judgment of the City, Licensee has not cured the Books and Records inadequacies, City shall consider Licensee to be in default of this Agreement, and may choose to terminate this Agreement.

e. **Audit.** City shall have the right to audit and examine Licensee's Books and Records, and other relevant documents and items in Licensee's possession ("Audit Items"), but only to the extent necessary for a proper determination of gross receipts, net profits, and expenses from operations. Upon written request by City, Licensee shall make all Audit Items available to the City within thirty (30) days of City's request.

f. **Retention of Receipts.** Licensee shall preserve Audit Items in the City for a period of at least five (5) years.

g. **Copies of Tax Filings.** Upon request, Licensee shall provide City with copies of any reports and tax filings Licensee is required to provide to the County of San Diego, the State, and the federal government.

**h. Future Revenue Mechanisms.** During the term of this Agreement, if the City imposes an alternative revenue mechanism specifically related to commercial cannabis business permit holders, Licensee agrees to pay the City the greater of the payment required under such alternative revenue mechanism or the General Fund Contribution. Payments that are not specific to commercial cannabis business permit holders (e.g. apply to both cannabis and non-cannabis businesses), shall be in addition to, and not in lieu of, the payments required by this Agreement.

#### **7.4 Miscellaneous Community Benefits**

**a. Community Clean Up.** Licensee shall organize and host one community clean-up event per calendar year. Licensee shall be solely responsible for all costs associated with such event, and shall obtain any permits and approvals from any responsible governmental agency necessary for the event. Licensee shall coordinate the location of the community clean-up events with the City to ensure that community clean-up events sponsored by cannabis businesses are distributed throughout the City of National City.

**b. Drug Prevention Seminars.** The Licensee shall participate in at least two (2) drug prevention seminars hosted collectively by all cannabis businesses operating in National City. The seminars shall be offered free of charge to the public at a location within the City of National City, and shall focus on responsible use of cannabis and secure storage of cannabis to prevent access by minors. Licensee shall work in good faith to develop and sponsor such seminars.

**c. Employment Priorities.** In an effort to further restorative justice and the local economy, the Licensee shall use a good faith effort to ensure that at least thirty percent (30%) of the employees of the Business are residents of the City of National City and at least twenty percent (20%) of the employees of the Business are individuals previously convicted of misdemeanor offenses related to the sale, distribution, use, or cultivation of cannabis.

### **8. Location Change & Transfer**

**8.1 Change of Location.** The Licensee shall not change the location of the Business unless and until the Licensee first complies with the requirements of NCMC Section 9.60.430, and obtains the necessary approvals.

**8.2 Transfer of Ownership.** The Licensee shall not transfer ownership or control of the Business or the Permit unless and until the Licensee first complies with the requirements of NCMC Section 9.60.420, and obtains the necessary approvals.

**8.3 Local Ownership.** The Licensee identified in the Application that it was at least fifty-one percent (51%) owned by residents of National City. Licensee acknowledges that it was eligible to receive the local preference criteria in the Guidelines based on this representation. Notwithstanding anything in NCMC Chapter 9.60 to the contrary, Licensee may not change its ownership structure in anyway such that less than fifty-one percent (51%) of the Licensee is owned by residents of National City. In addition to any other applicable requirement,

Licensee shall notify the City every time there is a change in its ownership, and shall identify whether or not the new owner is a National City resident.

**9. Processing Fees and Charges.**

Licensee shall pay City, processing, inspection, plan checking, permit, and monitoring fees and charges required by City for processing Licensee's applications and requests for permits, inspections, approvals and actions, and monitoring compliance with any permits issued or approvals granted, or the performance of any conditions.

**10. No Vested Rights.**

The Parties acknowledge and agree that this Agreement is not a statutory development agreement authorized by Government Code section 65864. This Agreement confers no entitlement or vested rights of any kind to Licensee to operate the Business, or engage in any commercial cannabis activity.

**11. Voluntary Agreement.**

The terms and conditions of this Agreement are the result of voluntary negotiations between the Parties, and no term in this Agreement has been imposed by the City, including without limitation the General Fund Contribution. The City and Licensee have each voluntarily and freely elected to enter into this Agreement. Each of the Parties have had an equal opportunity to participate in the negotiating and drafting of this Agreement, and to review the Agreement with legal counsel, therefore any construction as against the drafting party shall not apply to this Agreement.

**12. Indemnity.**

Licensee shall indemnify, defend, and hold harmless to the fullest extent permitted by law, City and its officers, officials, employees, consultants, attorneys, and volunteers ("Indemnitees") from and against any and all claims, liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the operation or existence of the Business, this Agreement, or the Property (including any challenge to the validity of any provision of this Agreement or the Permit approvals, or Licensee's failure to comply with any of its obligations under this Agreement, or Licensee's failure to comply with any current or prospective law); provided, however, that Licensee shall have no obligations under this Section for such loss or damage which was caused by the sole negligence or willful misconduct of the Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any insurance policy, whether required by this Agreement or otherwise.

**13. Waiver & Hold Harmless**

Licensee waives, releases, and holds harmless the City and its officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way

relate to this Agreement, including the enforcement of any term or condition stated herein, the payment of the General Fund Contribution, the issuance of the Cannabis Business Permit, or the Operation of the Business. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that the City would not have entered into this Agreement had it been exposed to liability for damages from Licensee, and therefore, Licensee hereby waives all claims for damages against the City for breach of this Agreement. Licensee hereby voluntarily and unconditionally waives any rights it may have to challenge this Agreement or any term contained herein.

Licensee specifically waives the provision of California Civil Code Section 1542, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR EXPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THIS RELEASE, AND THAT IF KNOWN TO HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR THE RELEASED PARTY.”

In this connection and to the extent permitted by law, Licensee hereby agrees, represents and warrants that Licensee realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Licensee further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Licensee nevertheless hereby intends to release, discharge and acquit the City from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which might in any way be included as a material portion of the consideration given to City by Licensee in exchange for City’s performance hereunder.

City has given Licensee material concessions regarding this transaction in exchange for Licensee agreeing to the provisions of this Section. City and Licensee have each initialed this Section to further indicate their awareness and acceptance of each and every provision hereof.

\_\_\_\_\_  
CITY’S INITIALS

  
LICENSEE’S INITIALS

**14. Liability.**

City shall not assume liability or responsibility for any conditions related to the construction or use of the Business that may be in violation of local and/or state health and building codes (“Conditions”). City shall not assume responsibility for correcting Conditions, either existing or discovered during the course of the construction or operation of the Business. Failure to correct Conditions during the course of construction or operation of the Business shall not imply that City has accepted Conditions nor forfeit City’s right to have Conditions corrected at a future date.

**15. Defaults.**

Notwithstanding other provisions of this Agreement, any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other party (“the Complaining Party”) (unless such period is extended by mutual written consent), shall constitute a default under this Agreement. The Complaining Party’s notice (“Default Notice”) shall specify the nature of the alleged failure, and may specify the manner in which the failure satisfactorily may be cured by the other party (“the Defaulting Party”). If the nature of the alleged failure is such, that it cannot reasonably be cured within such thirty (30) day period, then no default shall be deemed to have occurred if: (a) the cure shall be commenced at the earliest practicable date following receipt of the Default Notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (if no event later than thirty (30) days after the Defaulting Party’s receipt of the Default Notice), the Defaulting Party provides written notice to the Complaining Party that the cure cannot practicably be completed within such thirty (30) day period; and (d) the cure is completed at the earliest practicable date.

Upon the occurrence of a default under this Agreement, the Complaining Party may, in addition to any and all other rights or remedies of the Complaining Party hereunder and/or provided by law, shall have the right to: i) terminate this Agreement, or ii) commence an action against the Defaulting Party for damages, injunction and/or specific performance.

No remedy specified in this Section shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy provided hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy provided by this Agreement may be exercised from time to time and as often as occasion may arise or as may be deemed expedient, subject to any limitations set forth herein.

## **16. Termination.**

**16.1 By Mutual Consent.** This Agreement may be terminated in whole or in part by the mutual written consent of all the Parties.

**16.2 Failure to Obtain or Maintain Required State or Local Licenses.** If Licensee fails to obtain or maintain in effect all State and City licenses required for the Business, City may immediately terminate this Agreement.

**16.3 State or Federal Action.** In the event that State law permitting the use for which the Commercial Cannabis Permit was issued is amended or repealed resulting in the prohibition of such use, either Party may terminate this Agreement.

**16.4 Surrender or Revocation of Commercial Cannabis Permit.** If Licensee voluntarily surrenders their Permit, or if Licensee’s Permit is revoked by City, Licensee shall immediately cease all operations at the Business, and this Agreement shall terminate automatically, without further action required by either Party.

**16.5** Default. If Licensee is in default of any provision of this this agreement, including but not limited to the requirements of Section 7, the City may terminate this Agreement pursuant to Section 14.

**16.6 Effect of Termination of Agreement on Commercial Cannabis Permit.**  
Licensee agrees that termination of this Agreement in accordance with this Section, shall also result in the automatic termination of the Licensee's Commercial Cannabis Permit. Upon termination of this Agreement, Licensee shall remit all fees and payments due as of the effective date of the termination.

**17. Future Amendments.**

The City Manager shall have the authority to approve minor amendments to this Agreement without further approval from City Council. For the purposes of this section, an amendment shall be a minor amendment if it substantially conforms with the material terms of this Agreement. Without limiting the generality of the foregoing, changes to the time for either Party to perform any obligation and changes in reporting obligations may be made via a minor amendment. Changes to the amount of gross receipts the Licensee must use for the National City Community Benefit Fund or the General Fund Contribution shall not be minor amendments. The determination of the City Manager regarding whether an amendment qualifies as a minor amendment shall be definitive.

**18. Assignment; Binding on Successors.**

Licensee may not transfer or assign its interests under this Agreement, in whole or in part, without the prior written consent of the City, which may be withheld for any reason. Subject to the restrictions on transfers set forth herein or the NCMC, this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any permitted successor and assign of such Party who has acquired an interest in compliance with this Agreement or under law

**19. Notices.**

All notices required by this Agreement shall be in writing and personally delivered or sent by certified mail, postage prepaid, return receipt requested to the following addresses:

Notice to City shall be addressed as follows:  
CITY OF NATIONAL CITY  
Attn: City Manager  
1243 National City Blvd  
National City, CA 91950

with copies to:

CITY OF NATIONAL CITY  
Attn: City Attorney  
1243 National City Blvd  
National City, CA 91950

Notice to Licensee shall be addressed as follows:  
NC INVESTMENT GROUP, LLC  
316 W. 30<sup>th</sup> Street  
National City, CA 91950

with copies to:

AUSTIN LEGAL GROUP, APC  
Attn: Gina Austin, Esq.  
3990 Old Town Ave  
San Diego, CA 92110

Either Party may change the address stated herein by giving written notice to the other Party, and thereafter, notices shall be addressed and transmitted to the new address. All notices shall be deemed received on the earlier of the date that personal delivery is effected or the date shown on the return receipt.

**20. Severability.**

If any term, condition, or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected, and the remaining provisions of the Agreement shall be read and construed without the invalid, void, or unenforceable provision(s).

**21. No Implied Waiver of Breach.**

The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**22. No Third Party Beneficiaries.**

The parties do not intend to create, and nothing in this Agreement shall be construed to create any benefit or right in any third party.

**23. Action or Approval.**

Whenever action and/or approval by City is required under this Agreement, the City Manager of the City of National City, or his or her designee, may act on and/or approve such matter unless specifically provided otherwise, or unless the City Manager determines in his discretion that such action or approval requires referral to City Council for consideration.

**24. Governing Law and Forum.**

This Agreement shall be construed in accordance with the laws and judicial decisions of the State of California, and venue or any legal or equitable action shall be in the state or federal courts of County of San Diego.

**25. No Agency, Joint Venture, or Partnership.**

City and Licensee hereby renounce the existence of any form of agency relationship, joint venture, or partnership between City and Licensee, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Licensee.

**26. Entire Agreement.**

The provisions of this Agreement comprise all of the terms, conditions, agreements and representations of the Parties. This Agreement may not be altered or amended, and no provision hereof may be waived, except by written agreement executed by the authorized representatives of the Parties. The Parties hereby agree that terms of this Agreement have not been changed, modified, or expanded by any oral agreements or representations entered into or made prior to or at the execution of this Agreement.

**24. Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one instrument.

Exhibit A	Conditions of Approval
Exhibit B	Operating Procedures
Exhibit C	Safety and Security Plan

**[SIGNATURES ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

**CITY OF NATIONAL CITY, a municipal corporation**

**NC Investment Group, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Ronnie Webber

Dated: \_\_\_\_\_

Its: Manager

Dated: \_\_\_\_\_

5/31/23

By: \_\_\_\_\_

Name: \_\_\_\_\_

of Hilife Group NC, LLC

Its: Manager

Dated: \_\_\_\_\_

5/31/23

Attest:

By: \_\_\_\_\_

Name: Christopher Garmo of Gido Greens LLC

\_\_\_\_\_  
City Clerk

Its: Manager

Dated: \_\_\_\_\_

5/30/2023

Approved as to form:

\_\_\_\_\_  
City Attorney

5212884.2

**EXHIBIT A**

**CONDITIONS OF APPROVAL**

**General Conditions:**

1. Licensee shall post clearly visible signs at all entrances and exits and at both on and off-site parking areas, requesting patrons to respect residents of adjacent residential neighborhoods by being quiet when leaving, reminding patrons of the existence of permit parking districts within the neighborhoods adjacent to the business, and that the consumption of cannabis in public areas is not permitted pursuant to state law.
2. A responsible person shall always be on the premises to act as manager and supervise employees during business hours.
3. The applicant shall comply with the applicable requirement of NCMC Title 12, Noise Control. Noise complaints shall be immediately addressed.
4. Odor generated by the Business shall not be detectable outside the Business to a person of normal olfactory sensitivities, including anywhere on adjacent property or public rights-of-way, or within any other unit located within the same building as the Business. An odor absorbing ventilation and exhaust system shall be installed so that odor generated within the Business is not detected outside of the Business.
5. Licensee shall proactively monitor and resolve any issues involving disturbances, loitering or ingestion of cannabis in parking lots or surrounding streets, sidewalks, and alleys.
6. Licensee shall provide law enforcement and all neighbors within one hundred feet of the Business with the name and phone number of an on-site community relations employee to notify if there are operational problems with the establishment.
7. Licensee shall employ a minimum of one (1) on-site security guards during all hours of operation.. All security guards employed by the Business shall be licensed and possess a valid Department of Consumer Affairs "Security Guard Card" at all times. In addition, any security guard employed by the Business or security firm retained by the Business must first be approved by the City's Chief of Police, in his or her reasonable discretion. Neighborhood security guard patrols shall be conducted every hour, for a two-block radius surrounding the Business during all hours of operation.
8. The Licensee shall not employ security guards armed with firearms or tasers.
9. Upon presentation of proper credentials by any Code Compliance or Law Enforcement Officer, the Licensee shall consent to entry of the place of business at all reasonable times to enforce the provisions of this Agreement or the NCMC.
10. On-site sales of alcohol or tobacco, and on-site consumption of alcohol or tobacco products by patrons prohibited.
11. All proposed structures must comply with zoning and building code regulations and pass all requisite inspections and receive all permits required under applicable law.
12. All cannabis waste must be stored in a secured location and properly disposed by a cannabis waste collector.

13. The on-site consumption of alcohol, tobacco or cannabis by employees of the Business is prohibited while such employees are working.

**RESOLUTION NO. 2023 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA APPROVING THE CANNABIS BUSINESS DEVELOPMENT AGREEMENTS WITH MR. NICE GUY, ELEMENT 7 AND NC INVESTMENT GROUP.**

**WHEREAS**, the City Council previously adopted an ordinance to add Chapter 9.60 to National City Municipal Code (“NMC”) to permit limited commercial cannabis activity; and

**WHEREAS**, on November 9, 2021 the City Council adopted Application Procedures and Guidelines (the “Guidelines”) governing the issuance of commercial cannabis licenses; and

**WHEREAS**, Section 9.60.100 of the City of National City Municipal requires that prior to operating in the City of National City and as a condition of issuance of a regulatory permit, the operator of each cannabis facility shall enter into a development agreement with the City which shall include terms and conditions including community benefits and other terms and conditions that will protect and promote the public health, safety and welfare; and

**WHEREAS**, the City has approved the Development Agreements with the top three applicants (Shryne Group, Off the Charts and Sessions by the Bay); and

**WHEREAS**, staff has completed all appeals and no changes to the ranking of cannabis applicants were necessary; and

**WHEREAS**, staff has reached agreement with the final qualified applicants (Mr. Nice Guy, Element 7 and NC Investment Group) on the terms and conditions of the Development Agreements.

**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 Development Agreements with Mr. Nice Guy, Element 7 and NC Investment Group, which are attached as Exhibits A, B and C to the Agenda Report.

**Section 2:** That the City Council authorizes the City Manager to execute the Development Agreements.

**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 20th 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:** Finance  
**Prepared by:** Rachelle Barrera, Finance Manager  
**Meeting Date:** Tuesday, June 20, 2023  
**Approved by:** Armando Vergara, Interim City Manager

---

**SUBJECT:**

City of National City Annual Comprehensive Financial Report (ACFR) for the Fiscal Year Ended June 30, 2022.

**RECOMMENDATION:**

Accept and File the Report.

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**

Not Applicable.

**EXPLANATION:**

Transmitted herewith is the City of National City's Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ended June 30, 2022, prepared by the City's external auditors, The Pun Group, LLP. The report includes all agencies under the control of the City Council, as well as the Successor Agency to the Community Development Commission as the National City Redevelopment Agency. The auditors have conducted their examination of the financial statements in accordance with generally accepted auditing standards and have expressed an unmodified ("clean") opinion of those statements.

**FINANCIAL STATEMENT:**

The FY 2022 ACFR (see Exhibit 2) presents the financial position of the City as of June 30, 2022.

**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 – PowerPoint Presentation Pun Financial

Exhibit B - Fiscal Year 2022 Annual Comprehensive Financial Report (ACFR)

# CITY OF NATIONAL CITY

Presentation to the City Council  
For the Fiscal Year Ended June 30, 2022

June 20, 2023

# CONTENTS

- Required Communications (AU-C 260)
- Audit Responsibilities
- Overview of Financial Statements
- Financial Indicators and Key Pension/OPEB Information
- Audit Results

# REQUIRED COMMUNICATIONS (AU-C 260)



# Required Communications (AU-C 260)

- **Independence**
  - We complied with ALL relevant requirements regarding independence
- **Significant Accounting Policies**
  - The City disclosed all significant accounting policies in Note 1 to the financial statements.
  - The City implemented GASB Statement No. 87, *Leases*
- **Significant Estimates**
  - Fair value on investments
  - Depreciation on capital assets
  - Net pension liability actuarial inputs
  - Net other postemployment benefit liability actuarial inputs

# Required Communications (AU-C 260)

- **Sensitive Disclosures**

- Note 1 – Reporting Entity and Summary of Significant Accounting Policies
- Note 3 – Leases Receivable
- Note 4 – Loans Receivable
- Note 11 – Pension Plans
- Note 12 – Other Postemployment Healthcare Benefits
- Note 14 – Classification of Fund Balances
- Note 15 – Prior Period Adjustments
- Note 17 – Subsequent Events

- **Misstatements**

- There were no uncorrected misstatements reported.

- **Consultation with Other Accountants**

- Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and other matters.

# Required Communications (AU-C 260)

- **Significant Difficulties**
  - We encountered no significant difficulties in dealing with management.
- **Disagreements with Management**
  - We did not have any disagreements with management in terms of accounting treatments or audit procedures performed.

# AUDIT RESPONSIBILITIES

# Management's Responsibilities

- Responsible for the financial statements
- Present the financial statements in accordance with accounting principles generally accepted in the United States of America
- Adopt sound accounting policies
- Establish and maintain internal controls over financial reporting and compliance
- Provide evidence supporting the amounts and disclosures in the financial statements
- Prevent and detect fraud

# OUR RESPONSIBILITY IN ACCORDANCE WITH PROFESSIONAL STANDARDS

- Form and express an opinion about whether the financial statements that have been prepared by management with Board oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America
- Plan and perform the audit to obtain “reasonable” assurance (not “absolute” assurance) about whether the financial statements are free of material misstatements.
- Consider internal control over financial reporting. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

# OVERVIEW OF THE FINANCIAL STATEMENTS

**City of National City  
Government-Wide  
Condensed Statement of Net Position  
June 30, 2022 and 2021**

	<u>2022</u>	<u>2021</u>	<u>\$ Change</u>	<u>% Change</u>
<b>Assets</b>	\$ 364,732,363	\$ 354,673,653	\$ 10,058,710	2.84%
<b>Deferred Outflows of Resources</b>	98,478,194	16,088,043	82,390,151	512.12%
<b>Liabilities</b>	209,383,827	154,988,361	54,395,466	35.10%
<b>Deferred Inflows of Resources</b>	32,947,598	339,273	32,608,325	9611.23%
<b>Net Position:</b>				
Net investment in capital assets	161,453,603	162,195,929	(742,326)	-0.46%
Restricted	100,825,314	111,040,107	(10,214,793)	-9.20%
Unrestricted (deficit)	<u>(41,399,785)</u>	<u>(57,801,974)</u>	<u>16,402,189</u>	-28.38%
<b>Total Net Position</b>	<u>\$ 220,879,132</u>	<u>\$ 215,434,062</u>	<u>\$ 5,445,070</u>	2.53%



**City of National City  
Government-Wide Summary  
Statement of Activities  
For the Years Ended June 30, 2022 and 2021**

	<u>2022</u>	<u>2021</u>	<u>\$ Change</u>	<u>% Change</u>
<b>Expenses</b>	\$ (102,429,004)	\$ (99,729,654)	\$ (2,699,350)	2.71%
<b>Program Revenues</b>				
Charges for services	28,356,650	23,356,710	4,999,940	21.41%
Operating grants and contributions	18,533,739	17,685,441	848,298	4.80%
Capital grants and contributions	3,514,394	6,109,734	(2,595,340)	-42.48%
<b>Total program revenues</b>	<u>50,404,783</u>	<u>47,151,885</u>	<u>3,252,898</u>	6.90%
<b>Net Cost of Services</b>	(52,024,221)	(52,577,769)	553,548	-1.05%
General Revenues - Taxes	62,318,372	57,124,566	5,193,806	9.09%
Investment earnings (loss)	(3,007,949)	2,339,978	(5,347,927)	-228.55%
Miscellaneous	97,010	156,976	(59,966)	-38.20%
<b>Change in Net Position</b>	<u>\$ 7,383,212</u>	<u>\$ 7,043,751</u>	<u>\$ 339,461</u>	4.82%

**City of National City  
General Fund  
Condensed Balance Sheet  
June 30, 2022 and 2021**

	<u>2022</u>	<u>2021</u>	<u>\$ Change</u>	<u>% Change</u>
<b>Assets</b>	\$ 67,687,041	\$ 56,171,365	\$ 11,515,676	20.50%
<b>Liabilities</b>	7,131,452	5,078,314	2,053,138	40.43%
<b>Deferred Inflows of Resources</b>	3,491,986	200,000	3,291,986	100.00%
<b>Fund Balance</b>				
Nonspendable	3,966,629	3,964,435	2,194	0.06%
Restricted	9,546,733	10,833,351	(1,286,618)	-11.88%
Committed	15,680,000	14,945,000	735,000	4.92%
Assigned	8,400,718	7,193,969	1,206,749	16.77%
Unassigned	19,469,523	13,956,296	5,513,227	39.50%
<b>Total Fund Balance</b>	<u>57,063,603</u>	<u>50,893,051</u>	<u>6,170,552</u>	<u>12.12%</u>
<b>Total Liabilities and Fund Balance</b>	<u>\$ 67,687,041</u>	<u>\$ 56,171,365</u>	<u>\$ 11,515,676</u>	<u>20.50%</u>

**City of National City**  
**General Fund**  
**Condensed Statement of Revenues, Expenditures and Changes in Fund Balance**  
**For the Years Ended June 30, 2022 and 2021**

	2022	2021	\$ Change	% Change
<b>Revenues</b>	\$ 65,556,521	\$ 65,018,006	\$ 538,515	0.83%
<b>Expenditures</b>	(56,525,463)	(60,694,222)	4,168,759	-6.87%
<b>Revenues over Expenditures</b>	9,031,058	4,323,784	4,707,274	108.87%
<b>Other Financing Sources and Uses</b>				
Transfers (Net)	(2,858,489)	(2,363,019)	(495,470)	20.97%
Proceeds from sale of property	-	3,890	(3,890)	100.00%
Pass-through payments to other agencies	(2,017)	-	(2,017)	-100.00%
<b>Total other financing sources/uses</b>	(2,860,506)	(2,359,129)	(501,377)	21.25%
<b>Change in Fund Balance</b>	<u>\$ 6,170,552</u>	<u>\$ 1,964,655</u>	<u>\$ 4,205,897</u>	<u>-214.08%</u>

# FINANCIAL INDICATORS AND KEY PENSION AND OPEB INFORMATION

**City of National City  
Governmental Activities  
Net Cost of Services to Tax Revenues**

	<u><b>2022</b></u>	<u><b>2021</b></u>
<b>Net Cost of Services</b>	\$ (52,024,221)	\$ (52,577,769)
<b>Tax Revenues</b>	<u>62,318,372</u>	<u>57,124,566</u>
<b>Ratio</b>	<u>83.48%</u>	<u>92.04%</u>
<b>Excess/(Shortfall)</b>	<u>\$ 10,294,151</u>	<u>\$ 4,546,797</u>

**City of National City  
General Fund  
Unassigned Fund Balance to Annual Expenditures**

	<u><b>2022</b></u>	<u><b>2021</b></u>
<b>Unassigned Fund Balance</b>	\$ 19,469,523	\$ 13,956,296
<b>Annual Expenditures *</b>	<u>56,525,463</u>	<u>60,694,222</u>
<b>Ratio</b>	<u>34.44%</u>	<u>22.99%</u>
<b>Unassigned Fund Balance - PY</b>	\$ 13,956,296	\$ 16,413,570
<b>Net Change in Unassigned Fund Balance</b>	<u>\$ 5,513,227</u>	<u>\$ (2,457,274)</u>

\* includes capital outlay of \$1.8M for 2022 and \$1.5M for 2021

## GASB 68 – The Pension Standard As of June 30, 2021 (Measurement Date)

	<u>Miscellaneous Plan</u>	<u>Safety Plan</u>	<u>Total</u>
Net Pension Liabilities @ 6.15%	\$ 42,792,978	\$ 84,816,902	\$ 127,609,880
<b>Net Pension Liabilities @ 7.15%</b>	<b>\$ 24,045,221</b>	<b>\$ 53,602,936</b>	<b>\$ 77,648,157</b>
Net Pension Liabilities @ 8.15%	\$ 8,503,393	\$ 27,997,749	\$ 36,501,142

Plan's Proportionate Share of the  
Fiduciary Net Position as a Percentage  
of the Total Pension Liability

<u>83.64%</u>	<u>76.79%</u>
---------------	---------------

Prior year

<u>72.42%</u>	<u>66.10%</u>
---------------	---------------

## GASB 75 – The OPEB Standard As of June 30, 2021 (Measurement Date)

	<b>OPEB</b>
Total OPEB Liability @ 3.09%	\$ 5,219,008
<b>Total OPEB Liability @ 4.09%</b>	<b>\$ 4,786,498</b>
Total OPEB Liability @ 5.09%	\$ 4,406,591

Fiduciary Net Position as a Percentage of the Total OPEB Liability	0.00%
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# AUDIT RESULTS

# Audit Results

- Opinions
  - *Unmodified Opinions issued to all Opinion Units*
    - Financial statements are fairly presented in all material respects
    - Accounting policies have been consistently applied
    - Estimates used are reasonable
    - Disclosures are properly reflected in the financial statements

# Audit Findings

## 2022-001 –Accounting Close and Accuracy in Financial Reporting (Material Weakness)

- **Condition:** The City did not complete year-end closing procedures before presenting the trial balance to auditors, resulting in journal entries being presented to correct or to reclassify balances in financial statements in order to conform with accounting principles generally accepted in the United States.
- **Effect:** A significant number of journal entries, both client provided and audit adjustments were necessary in order to get the financial statements to a point where they were materially fairly stated in accordance with U.S. GAAP.

# Audit Findings

## 2022-002 – Internal Control Over Financial Reporting – Prior Period Adjustments in Capital Assets (Material Weakness)

- **Condition:** During the audit, as discussed in Note 15 to the basic financial statements, the City restated its beginning net position of the government-wide governmental activities by \$(1,938,142) and the fiduciary activities by \$(450,000) in order to transfer general capital assets from the fiduciary activities to governmental activities and to adjust infrastructure in the governmental-activities by \$(2,388,142).
- **Effect:** Restatements of beginning net position as of July 1, 2021 for both the government-wide financial statements \$(1,938,142) and fiduciary activities \$(450,000) were necessary.

# Management Response

## Financial Audit Findings

- **Took deep dive into past practices and accounting entries during FY22 & FY23, which resulted in identification of past errors that needed to be fixed**
- **Have been focused on filling accounting team vacancies and reorganizing their duties to provide capacity to complete the year end close process in a timely manner for FY23 and beyond**
  - **1 Accountant hired Spring 2022 and 1 hired Spring 2023**
- **Staff is committed to these audit findings being a one-time event**

# Audit Findings

## 2022-003 – Internal Control Over the Preparation of the Schedule of Expenditures of Federal Awards (Significant Deficiency)

- **Condition:** During our review of the Schedule of Expenditures of Federal Awards (“Schedule”) provided by the City, we noted that the City originally incorrectly identified federal assistance listing number 97.039 for the Hazard Mitigation Grant Program as federal assistance listing number 20.205 for the Highway Planning and Construction Cluster.
- **Effect:** The change to the schedule meant a reassessment of the City’s major programs for fiscal year 2022 needed to be performed. This resulted in additional programs that needed to be tested as major programs according to the Uniform Guidance.

# Audit Findings

## 2022-004 – Delay in Financial Reporting (Significant Deficiency)

- **Condition:** The City experienced delays in the issuance of the 2022 Single Audit required under Uniform Guidance.
- **Effect:** Delays in processing year-end closing procedures caused the financial statements release to be delayed. In addition, the City is neither in compliance with Uniform Guidance nor is it meeting its current demands for external financial reporting.

# Management Response

## Single Audit Findings

- Incorrect labeling of columns on a spreadsheet had a large ripple effect, resulting in additional sampling and testing to meet single audit thresholds
- Additional sampling and testing pushed back audit completion date, causing the delay in financial reporting
- Short-term Solution: After one staff member prepares the schedule, another staff member will double check the column labels and federal grant ID numbers before the spreadsheet is provided to the auditors
- Long-term Solution: Our new financial software system (Munis) will include grant accounting capabilities for on-going tracking & reporting of all grants and reduce the probability of manual data entry errors. The grant accounting portion of the system will go live in Spring 2024.



# Other Results

- No disagreements with management
- No material weaknesses/significant deficiencies were identified in internal control over financial reporting or compliance
- No accounting issues where there was a question on authoritative guidance noted
- No inappropriate activities were noted



# Thank you!



**HQ - ORANGE COUNTY**

200 E. Sandpointe Avenue  
Suite 600  
Santa Ana, CA 92707

**SAN DIEGO**

4365 Executive Drive  
Suite 710  
San Diego, CA 92121

**BAY AREA**

2121 North California Blvd.  
Suite 290  
Walnut Creek, CA 94596

**LAS VEGAS**

1050 Indigo Drive  
Suite 110  
Las Vegas, NV 89145

**PHOENIX**

4742 North 24th Street  
Suite 300  
Phoenix, AZ 85016

— CALIFORNIA —  
**NATIONAL CITY**  
1887  
INCORPORATED



**Annual Comprehensive Financial Report**  
**Fiscal Year Ended June 30, 2022**



# **City of National City**

National City, California

## **Annual Comprehensive Financial Report**

*For the Year Ended June 30, 2022*



**City of National City  
Annual Comprehensive Financial Report  
For the Year Ended June 30, 2022**

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Annual Comprehensive Financial Report  
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*Office of the City Manager*

June 9, 2023

To the Honorable Mayor, Members of the City Council, and Citizens of the City of National City:

It is our pleasure to submit the Annual Comprehensive Financial Report (ACFR) of the City of National City (the "City") for the fiscal year ended June 30, 2022. The ACFR has been prepared in conformity with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards by an independent firm of licensed certified public accountants.

This report consists of management's representations concerning the finances of the City. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management has established a comprehensive internal control framework that is designed both to protect the City's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, internal controls have been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects. All disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included.

The Pun Group, LLP, an independent auditing firm of certified public accountants, has issued an unmodified opinion on the City's financial statements for the fiscal year ended June 30, 2022. The independent auditor's report is presented as the first component of the financial section of this ACFR.

Management's Discussion and Analysis (MD&A), which immediately follows the independent auditor's report, provides a narrative introduction, overview, and analysis of the basic financial statements. The MD&A complements this letter of transmittal and should be read in conjunction with it.

The independent audit of the financial statements of the City was part of a broader, federally mandated "Single Audit" designed to meet the special needs of federal grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on internal controls and compliance with legal requirements, with emphasis on those involving the administration of federal awards. The City's Single Audit Report is issued separately.

**PROFILE OF THE CITY OF NATIONAL CITY**

The City of National City, incorporated on September 17, 1887, is located in southwestern San Diego County, bordered by the City of San Diego to the north and east, San Diego Bay to the west, and the City of Chula Vista to the south. The City is home to a fairly constant population of about 62,000 residents and occupies 9.2 square miles.

The City is a general law city and operates under the council/manager form of government. The City Council has five members, with the Mayor elected at large and the four Councilmembers elected by district. The Mayor is the presiding officer of the Council. In 2022, National City voters approved transitioning the previously elected positions of City Treasurer and City Clerk to become appointive at the end of the current terms.

The City Council is responsible for enacting ordinances, adopting the budget, establishing policies, reviewing the General Plan, appointing committees, and appointing the City Manager and the City Attorney. The City Manager is responsible for carrying out the policies and ordinances of the Council, overseeing the day-to-day operations of the City, and appointing the heads of departments. The City Attorney is the legal counsel for the City, the Community Development Commission, Parking Authority, and the Successor Agency, and advises the City Council, the City's boards and commissions, and City staff.

The City provides a full range of services, which include general government, public safety (police, fire, disaster preparedness, and building inspection), construction and maintenance of the City's infrastructure, economic development, affordable housing, cultural and recreational programs, library and literacy programs, and senior and nutrition services.

### **BUDGETARY CONTROL**

The annual budget serves as the foundation for the City's financial planning and control. The proposed budget is presented to the City Council for review and adoption prior to the beginning of each fiscal year, July 1<sup>st</sup>. The state mandates a balanced budget. The budget is prepared by fund, department and account. After budget adoption, in accordance with the National City Municipal Code, City Council must approve any revisions that increase total appropriations of a fund. The City Manager is authorized to make budgetary revisions between budget line items within a fund, and department directors may transfer appropriations within their respective departments. The budget is regularly monitored and the Council receives quarterly updates. Budget-to-actual comparisons are provided in this report for each major governmental fund for which an annual budget has been adopted. For the General Fund, this comparison is presented on page 98 as part of the required supplementary information for the governmental funds. The budget-to-actual comparison for governmental funds other than the General Fund, with appropriated annual budgets follow.

### **FACTORS AFFECTING FINANCIAL CONDITION**

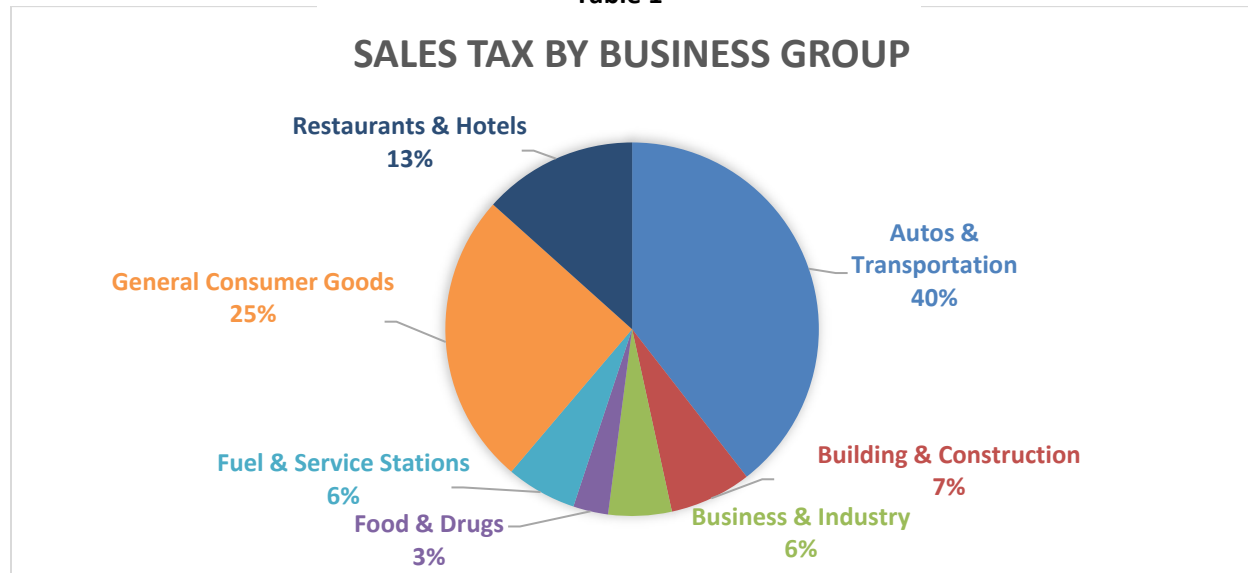
#### **Economic Profile**

During fiscal year 2021-2022 National City continued its economic recovery from the impacts of the COVID-19 pandemic, building on the progress that began in fiscal year 2021. The National City unemployment rate peaked in April 2020 at 18.8%, falling steadily throughout fiscal year 2021 and 2022, measuring at 4.7% as of June 2022.

The year began with uncertainty whether the economic recovery from the pandemic would continue at the speed and intensity experienced in fiscal year 2021 or if the economy would slow down or hit a plateau. During budget development in the Spring of 2021, given continued uncertainty about how the City's revenue would be impacted by the unpredictable pandemic recovery and global supply chain issues, the City conservatively budgeted sales tax revenue for fiscal year 2022. Fortunately, due to increasing prices and increasing demand, year over year sales tax revenue growth far exceeded budget estimates.

Sales tax is the City’s main revenue source, accounting for approximately 59% of General Fund resources. In fiscal year 2022, 61% of sales tax revenue came from the Bradley-Burns uniform local tax and 39% came from the National City voter-approved 1% district transactions and use tax (“Proposition D”). Though the City is heavily dependent upon retail sales-related tax revenues, it has, as Table 1 illustrates, a diversified commercial, retail, and industrial presence, which reduces the impacts of economic downturns and helps it recuperate steadily.

**Table 1**



After sales tax revenue decreased by 5% in fiscal year 2020, as a result of the COVID-19 pandemic, sales tax revenue rebounded with 17% growth in fiscal year 2021 and 11% growth in fiscal year 2022. Growth in Bradley-Burns sales tax revenue received in fiscal year 2022 was driven by 11% year over year growth in point of sales activity combined with a small decline in County pool revenue (online) of -3%, for a total year over year increase of 8%. In fiscal year 2022 revenue from the district transactions and use tax (Prop D) outpaced the prior year’s growth at 16% year over year (11% growth in fiscal year 2021).

**Table 2**

The second largest revenue source for the City is property tax revenue. During fiscal year 2022 assessed values of property within National City increased for the eleventh consecutive year. Net taxable values rose by 2.1% for the fiscal year 2022 property tax rolls, with details in table 2. Between June 2021 and June 2022, the median price in the City for a detached single-family residential home grew 17.6%, also reaching its historical high of \$650,000. The significant increase in home prices was driven by demand outpacing supply, a situation that has only been amplified by the pandemic as fewer homes were put on the market and supply chain issues caused shortages of building materials.

**Net Taxable Assessed Property Value History**

FY Ended June 30	Total Assessed Valuation	Increase over Prior Year	% Increase over Prior Year	Cumulative Increase Since 2013
2013	3,109,969,070	116,300,002	3.9%	0
2014	3,254,789,852	144,820,782	4.7%	144,820,782
2015	3,354,840,139	100,050,287	3.1%	244,871,069
2016	3,440,631,221	85,791,082	2.6%	330,662,151
2017	3,588,038,313	147,407,092	4.3%	478,069,243
2018	3,877,829,380	289,791,067	8.1%	767,860,310
2019	4,057,201,760	179,372,380	4.6%	947,232,690
2020	4,279,008,825	221,807,065	5.5%	1,169,039,755
2021	4,607,750,481	328,741,656	7.7%	1,497,781,411
2022	4,703,355,402	95,604,921	2.1%	1,593,386,332

In response to the uncertainty about the economic recovery from the pandemic, the City built a conservative budget for fiscal year 2022 which anticipated the need to use unassigned fund balance to bridge the gap between projected revenues and estimated expenditures. The stellar performance of sales tax revenue along with \$2.8 million of savings in personnel services due to staffing vacancies grew General Fund total fund balance as of June 30, 2022 by \$6.1 million. Of the fund balance categories, the majority of the increase (\$5.4 million) was to General Fund unassigned fund balance, which had a balance of \$19.4 million as of June 30, 2022.

National City has a progressive history of commercial development, including the “Mile of Cars,” San Diego County’s first major auto park, and Westfield Plaza Bonita, the County’s first indoor mall and largest enclosed mall in the South San Diego Bay area. Both attract shoppers from throughout the County and outlying areas and continue to be major revenue sources for the City. The Walmart Supercenter is the retail hub of the City’s central section, generating significant tax revenue and bringing shoppers to nearby stores and restaurants. Despite these successes, however, National City has experienced economic ebbs and flows which have directly impacted community service levels. In 2005 and 2006, the City faced revenue shortfalls and a structural deficit that led to reductions in services.

In response, National City voters in 2006 approved the “Proposition ‘D’” transactions & use tax, which produced a high of \$13.1 million of revenue in fiscal year 2021. During the November 2014 General Election, National City voters approved a measure extending the tax for an additional twenty years. Proposition “D” has allowed the City to continue to provide important programs and services to its citizens. During fiscal year 2022, the five year Proposition D independent review committee convened and after a thorough review of the City’s General Fund finances, recommended maintaining the current district transactions and use tax rate of 1% for the following five years. City Council agreed with the recommendation and therefore the tax rate will remain at 1% through fiscal year 2027.

### **Long-Term Financial Planning**

During fiscal year 2020, City management reviewed and updated the City’s five-year strategic plan. Its purpose is to:

- establish a long-range vision and direction for the City;
- ensure all participants are working toward the same goals and objectives;
- assess/adjust the direction of the organization given the current (and changing) environment;
- communicate goals and initiatives of the organization; and
- provide a basis for developing a work plan to ensure the goals and initiatives of the Strategic Plan are carried out.

**City of National City Strategic Plan Goals  
2020-2025**

*Balanced Budget & Economic Development*

*Communication & Outreach*

*Health, Environment, & Sustainability*

*Housing & Community Development*

*Parks, Recreation, & Library*

*Public Safety*

*Transportation Choices & Infrastructure*

The City updates its five-year Capital Improvement Program (“CIP”) annually. The CIP encompasses and highlights some of the City’s needed infrastructure improvements. The City has identified approximately \$89 million in capital needs over the next five years. Funding comes from multiple sources, including available fund balance, general purpose revenues, user fees, special tax revenues, and regional, state, and federal funds. In addition to routine sewer, drainage, and transportation-related projects, the CIP includes improvements to parks, recreation, and community services facilities and municipal buildings and facilities, such as the library, community center, police department, and fire stations. Recently completed and ongoing projects are described below under “Major Accomplishments and Initiatives.”

### **Funding Long-Term Liabilities**

In November 2021, the City took action to refinance the City’s pension unfunded accrued liability owed to CalPERS by issuing approximately \$84M in Pension Obligation Bonds (POB). The issuance will provide the City with about \$20 million in savings over the term of the bonds by reducing the interest rate on the liability from a then 7% (now 6.8%) charged by CalPERS, to an average bond interest rate of 3%. In addition, the financing restructured the liability to smooth out future payments related to pension liabilities over the following fourteen years. The payment smoothing will have the greatest impact on the next few years, which would have had large spikes in payments owed to CalPERS had the POBs not been issued.

As part of the bond issuance process, the City had a credit rating review. The City’s general obligation bond rating was upgraded from ‘A+’ to ‘AA-’ stable. In the ratings report, S & P Global stated “the raised rating reflects our view of the city’s significantly improved financial policies and practices coupled with strong performance and very strong and consistent reserves.”

### **Reserves**

A portion of the fund balance of the General Fund, the “Economic Contingency Reserve,” is committed to strengthening the City’s ability to withstand unexpected financial emergencies and economic downturns. During fiscal year 2021, City Council approved amendments to City Council Policy #201, Maintenance of Reserve Funds. The City’s reserve policy establishes that the City will strive to accumulate and maintain an Economic Contingency Reserve balance equal to a minimum of twenty percent (20%) of a single year’s General Fund operating expenditures for these purposes. The amended policy also formalized using a portion of General Fund unassigned fund balance as a reserve to be maintained at a minimum of ten percent (10%) General Fund operating expenditures. As of June 30, 2022 the Economic Contingency Reserve and the General Fund unassigned fund balance are at or above the minimum balance defined by the policy.

The 2021 revision to the reserve policy also updated the funding target for the Facilities Maintenance Reserve to be three times the annual base needed for performing major maintenance on the City’s facilities, which is defined as being 1.5% of the City’s General Fund operating expenditures. The policy also specifies that the City’s annual budget includes funding for major maintenance in the amount of 1.5% of the General Fund operating expenditures, which is currently approximately \$900,000. In accordance with the reserve policy, the assets maintained in the Facilities Maintenance Reserve, as well as those in the Contingency Reserve, described above, are designated as committed fund balance.

In addition to the Contingency Reserve and Facilities Maintenance Reserve, the City maintains a number of other reserves, most of which have accumulated their minimum target balances, as of June 30, 2022.

### **Cash Management Policies and Practices**

As National City’s governing body, the City Council is granted the authority to manage the City’s investment program, pursuant to California Government Code Section 53600 *et seq.* Management responsibility for the cash and investment of City funds is delegated to the Administrative Services Director and/or Financial Services Officer.

The City annually adopts a comprehensive investment policy specifying investment objectives, such as type and term of investments, reporting requirements, and investment oversight. The City's investments generally include US Treasury and Agency securities, Certificate of Deposit Account Registry Service deposits, medium-term corporate notes, negotiable certificates of deposit, commercial paper, the State of California's Local Agency Investment Fund, and the County of San Diego Pooled Money Fund. See Note 2 for a list of the City's authorized investments. The investment policy complies in all respects with State laws governing deposit and investment of public funds.

The objective of the investment portfolio is to enhance the City's cash resources, while meeting the short and long term cash flow demands of the City. To achieve this objective, the portfolio is structured to provide safety of principal and liquidity, while providing a reasonable return on investments.

### **MAJOR ACCOMPLISHMENTS AND INITIATIVES**

The City of National City's Capital Improvement Program (CIP) addresses the City's initiatives of enhancing public safety and quality of life, and promoting a healthy community. The following summary contains notable projects that were recently completed, under construction or soon to be under construction. Project names, descriptions, construction costs and completion dates are provided.

#### **Infrastructure**

##### **Completed Projects FY 21-22**

###### *Pedestrian ADA Improvements Project (\$234,669; completed July 2021)*

The project included the installation of crosswalk striping and Americans with Disabilities Act (ADA) enhancements at the eight intersections.

###### *Sweetwater Rd Safety Enhancements- Plaza Bonita Rd to Plaza Bonita Center Way (\$1,238,596; completed November 2021)*

The project provided a 2" grind and overlay on 0.5 miles of Sweetwater Road from Stockman Street to the east side of Via Romaya Street within the existing right-of way, and upgraded ADA ramps to the current standard within the project limits, as well as repairs to cross gutter, and curb and gutter. The project will installed new street lighting, raised median for traffic calming, new striping including crosswalk and class II bike lane along Sweetwater Road.

###### *Euclid Bike and Pedestrian Enhancements (\$4,212,297; completed January 2022)*

The project constructed nearly two miles of traffic calming, bicycle and pedestrian enhancements on Euclid Avenue from the northern City limits at Cervantes Avenue south to E. 24th Street. Project improvements included traffic calming through road diets, curb extensions, median refuge islands, Class II buffered bicycle lanes, Class III bicycle routes, Class IV bikeways with bend-outs, high visibility crosswalks, pedestrian actuated LED-enhanced crosswalk signs, two High-Intensity Activated crosswalks (HAWKS) located near Paradise Valley Hospital, and a new traffic signal at the entrance to Euclid Plaza (Vallarta Supermarket) and Windsor Heights Apartments.

###### *Sweetwater River Bikeway Connections/30<sup>th</sup> Street Bicycle Facility Improvements (\$915,470; completed June 2022)*

The project included traffic calming and pedestrian and bicycle enhancements on 30th Street between "D" Avenue and N. 2nd Avenue, connecting existing pedestrian and bicycle facilities near Sweetwater High School to the regional Sweetwater River Bike Path off N. 2nd Avenue. Improvements included street resurfacing, ADA upgrades, approximately 1 mile of Class II bike lanes with signage, traffic signal modifications at Highland Avenue and E. 30th Street, concrete pads at bus stops, and gateway enhancements at both entrances to the Sweetwater River Bike Path (located at W. 33rd Street and N. 2nd Avenue, respectively).



## Ongoing Projects

### *El Toyon-Las Palmas Bicycle Corridor (estimated cost & completion: \$1,442,000, October 2022)*

The project will construct 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.

### *National City Boulevard Bikeway Project (estimated cost & completion: \$714,000, October 2022)*

The National City Boulevard Bikeway improves the safety for people walking and biking in the southern part of the City. The project provides nearly 0.2 miles of enhanced (buffered) bike lanes along 33rd Street, from Hoover Avenue to National City Blvd. The project implements nearly 0.4 miles of Class II facilities along National City Blvd., from 33rd Street to C Street, at the southern city limit with City of Chula Vista. The project also includes traffic calming features, decreased lane widths, bike/pedestrian improvements at freeway on/off ramps, bike boxes, lighting, and pedestrian safety enhancements.

### *Citywide Safe Routes to School (estimated cost & completion: \$1,301,000, March 2023)*

The project addresses 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 includes 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.

### *Roosevelt Avenue Corridor Smart Growth Revitalization (estimated cost & completion: \$2,050,000, March 2023)*

The project will enhance pedestrian and bicycle connections between Naval Base San Diego, the 8<sup>th</sup> Street Trolley Station, and Downtown National City. The project will provide streetscape, lighting, signage, mobility options, urban greening, and parking on the east side of Roosevelt Avenue, between 8<sup>th</sup> Street and National City Blvd. The proposed project is consistent with the adopted Downtown Specific Plan as well as the previous Downtown Specific Plan dated in 2005 and 2012. Therefore, the project does not require environmental review at this time.

### *Sweetwater Road Bikeway (estimated cost & completion: \$2,887,000, September 2023)*

The Sweetwater Road Bikeway project will provide nearly 1.2 miles of protected bike facilities along Sweetwater Road and extend the Class 1 bike path on Plaza Bonita Road to Sweetwater Road (0.4 miles). The project will include a road diet, bicycle-friendly intersection improvements, and pedestrian enhancements. The proposed bicycle facilities will directly link the City's bike network to the regional network.

### *P-1 Sewer Upsize Project Phase 2 (estimated cost & completion: \$1,631,000, October 2023)*

The P1 Sewer Upsize Project- Phase II will replace approximately 600 linear feet of existing 8-inch sewer main with new 12-inch sewer main near E. 30th Street, east of National City Blvd. The area adjacent to the old landfill site (Duck Pond) will require trenchless installation using jack and bore construction to install approximately 400 linear feet of fused 14-inch pipe. The existing 8-inch clay line is undersized and has reached the end of its useful life.

## **Parks & Facilities**

### **Completed Projects FY 21-22**

#### *Paradise Creek Park Expansion (\$2,585,765; completed February 2022)*

The project developed an approximately 4-acre Community Park with decomposed granite (DG) walking paths, educational and interpretive signage, trees, native vegetation, bioretention areas for storm water treatment, community garden, playground and passive recreational areas, and other amenities on the west side of Paradise Creek between W. 22<sup>nd</sup> Street and W. 19<sup>th</sup> Street.

#### *Camacho Recreation Center HVAC Replacement (\$267,450; completed May 2022)*

The project removed and disposed of existing HVAC system and installed a new HVAC system on the roof of the Camacho Recreation Center.

### **Ongoing Projects**

#### *Civic Center Basement Power Upgrade (estimated cost & completion: \$350,000, July 2023)*

The project will upgrade the electrical standby power supply system in the Civic Center Basement to allow continued operation of the computer servers throughout a citywide outage. Work to include but not limited to; remove and replace various lighting elements, lighting control devices, switchboards, panelboards, transfer switches, surge protection, and interior lighting.

#### *Paradise Creek Educational Park Extension (estimated cost & completion: \$640,000, July 2023)*

The Paradise Creek Educational Park Extension project involves the expansion of Paradise Creek Educational Park located behind Kimball Elementary School with access from Hoover Avenue and W. 19th Street. Improvements include removal of existing asphalt pavement and concrete sidewalk at the northern entrance to the park on Hoover Avenue and replacement with decomposed granite and permeable pavers for storm water infiltration; installation of new trees, native vegetation and additional storm water treatment / infiltration features; construction of a community gathering area; traffic calming and pedestrian enhancements such as pedestrian curb ramps for Americans with Disabilities Act (ADA) compliance, curb extensions, a high-visibility crosswalk, and pedestrian actuated flashing crosswalk signs at the intersection of W. 18th Street and Hoover Avenue; and new bicycle facilities.

#### *Paradise Creek Mitigation at Kimball Way (estimated cost & completion: \$820,000, September 2023)*

The Paradise Creek Mitigation Project at Kimball Way will repair sections of Paradise Creek at Kimball Way, including removal of existing concrete lining on south creek bank, earthwork and regrading, and installing articulated concrete blocks and cutoff wall on south creek bank. Drainage improvements include adding bar screen gates at the outlet and inlet of existing reinforced concrete box storm drains, and rip rap. Other site improvements include retaining wall, concrete driveways, perimeter wrought iron fencing, and access gates to secure the area.

#### *Civic Center ADA Accessibility (estimated cost & completion: \$265,000, November 2023)*

The project will upgrade the first floor exterior access into the Civic Center. The project will construct an ADA accessible path of travel to the main entrance of the building located on the first floor, as well as the side entrances located on the north and south sides of the building. Additionally, the project will also install two ADA parking stalls in the building parking lot. The first stall will be located in front of the main entrance, and the second stall will be located near the southern entrance, adjacent to the employee parking.

Information on the City's CIP projects can be found at:

<https://www.nationalcityca.gov/government/engineering-public-works/engineering-division/capital-improvement-projects-cip>

ACKNOWLEDGEMENTS

The preparation of this report would not have been possible without the dedication and professionalism of the entire staff of the Finance Department. We would like to express our gratitude to those who devoted significant hours in preparing the report. We appreciate and commend all the City departments who assisted and contributed materials to this document. And we acknowledge the Mayor and members of the City Council for their interest, dedication, and constant support for planning and conducting the financial operations of the City in a responsible and progressive manner.

Respectfully submitted,



Armando Vergara  
Interim City Manager



Molly Brennan  
Administrative Services Director



# Directory of City Officials

## City Council

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Alejandra Sotelo-Solis  
Mayor

Jose Rodriguez  
Vice Mayor

Marcus Bush  
Councilmember

Mona Rios  
Councilmember

Ron Morrison  
Councilmember

### City Treasurer

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R. Mitchel Beauchamp

### City Clerk

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Luz Molina

### City Manager

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Brad Raulston

### City Attorney

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Charles E. Bell Jr.

## Department Heads

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Tony Winney

Assistant City Manager

Frank Parra

Chief of Emergency Services

Jose Tellez

Chief of Police

Molly Brennan

Director of Administrative Services

Armando Vergara

Director of Community Development

Roberto Yano

Director of Engineering & Public Works

Carlos Aguirre

Director of Housing

Robert Meteau

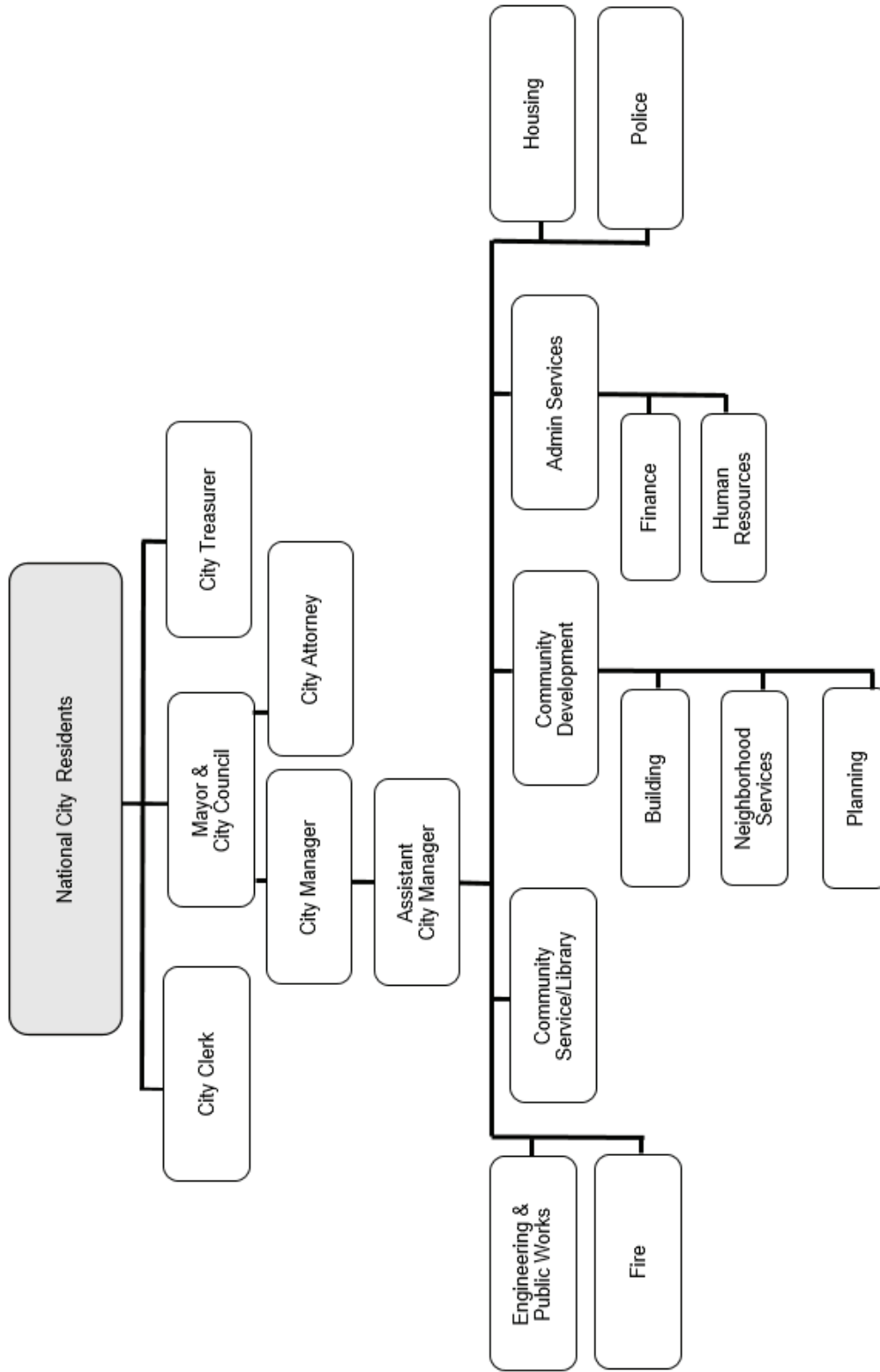
Director of Human Resources

Joyce Ryan

Director of Library & Community Services



# CITY ORGANIZATIONAL CHART





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## INDEPENDENT AUDITORS' REPORT



To the Honorable Mayor and Members of the City Council  
of the City of National City  
National City, California

### ***Report on the Audit of the Financial Statements***

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of National City, California (the "City"), as of and for the year ended June 30, 2022, and the related notes to the basic financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Basis for Opinions***

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the *Auditors' Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### ***Emphasis of a Matter***

#### ***Implementation of GASB Statement No. 87***

As described in Note 1E and 3 to the financial statements, the City implemented GASB Statement No. 87, *Leases*. The implementation of GASB Statement No. 87 requires the City to record leases receivable and corresponding lease-related deferred inflows of resources for all leases in excess of one year. Our opinion is not modified with respect to this matter.

### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with auditing standards generally accepted in the United States of America and the *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, Budgetary Comparison Schedules, Schedule of Changes in the Net Pension Liability and Related Ratios, Schedules of Pension Contributions, and Schedule of Changes in Net OPEB Liability and Related Ratios to be presented to supplement the basic financial statements. Such information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



***Supplementary Information***

Our audits were conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The Combining and Individual Non-Major Fund Financial Statements and the Budgetary Comparison Schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In our opinion, the Combining and Individual Non-Major Fund Financial Statements and the Budgetary Comparison Schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

***Other Information***

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audits of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated June 9, 2023, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



San Diego, California  
June 9, 2023



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## Management's Discussion and Analysis

Management of the City of National City (the "City") offers this narrative overview and analysis of the financial activities of the City for the fiscal year ended June 30, 2022.

We encourage readers to consider the information presented here in conjunction with our letter of transmittal, which can be found beginning on page v of this report. The intent of this discussion and analysis is to provide a summarized view of the City's financial performance, as a whole; therefore, readers should also review the basic financial statements and supporting notes to enhance their understanding of the City's financial performance.

### Overview of the Financial Statements

This Management's Discussion & Analysis ("MD&A") is intended to serve as an introduction to the City's basic financial statements, which comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the basic financial statements.

**Government-Wide Financial Statements.** The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business. The *government-wide financial statements* consist of the Statement of Net Position and the Statement of Activities.

The Statement of Net Position presents information on all of the City's assets, liabilities, and deferred inflows and outflows of resources, with the difference reported as net position. Over time, increases or decreases in the City's net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The Statement of Activities and Changes in Net Position presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

The *government-wide financial statements* distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, public safety, transportation, community development, health, and culture and recreation.

The *government-wide financial statements* report the activities of the City and its three blended component units: the Housing Authority of the City of National City, the Parking Authority of the City of National City, and the National City Joint Powers Financing Authority. Although legally separate, the component units function, for all practical purposes, as departments of the City and, therefore, have been blended, as part of the primary government. The Successor Agency to the Community Development Commission as the National City Redevelopment Agency ("Successor Agency") is included as a fiduciary component unit, since it would be misleading to exclude it, due to the nature and significance of the relationship between it and the City. The activity of the Successor Agency is reported with the City's fiduciary funds, which are not included in the government-wide statements because the resources of those funds are not available to support the City's own programs.

The *government-wide financial statements* are presented using the accrual basis of accounting, which differs from the modified accrual basis of accounting used for preparing the *governmental fund financial statements*. Note 1 of the Notes to the Basic Financial Statements section fully describes these bases of accounting. Proprietary funds, discussed below, also are reported using the accrual basis of accounting.

The *government-wide financial statements* can be found on pages 18-20 of this report.

**Fund Financial Statements.** A fund is a grouping of related accounts used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. In the basic financial statements, the emphasis is on major funds. Each of the City's funds falls into one of three categories: governmental, proprietary, or fiduciary.

**Governmental Funds.** Governmental funds are used to account for the same functions reported as governmental activities in the *government-wide financial statements*. However, unlike the *government-wide financial statements*, the *governmental fund financial statements* focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the City's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the *government-wide financial statements*, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the *government-wide financial statements*. By doing so, readers can better understand the long-term impact of the government's near-term financing decisions. Reconciliations between the *government-wide financial statements* and the *governmental fund financial statements* are included as part of the basic financial statements. The major reconciling items relate to capital assets and debt. In the governmental funds, acquisitions of capital assets are treated as "expenditures," because, upon purchase of a capital asset, cash used to acquire it is no longer available for other purposes. The issuance of debt provides cash, which is then available for specified purposes. At the end of the fiscal year, the unassigned fund balances in the *governmental fund financial statements* reflect spendable resources available for appropriation by the City Council. Spendable balances are not presented on the face of the *government-wide financial statements*.

The City maintains thirty-two individual governmental funds, including the General Fund. Information is presented separately in the governmental funds' Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balance for the General Fund, Housing Fund, Housing Choice Voucher (aka "Section 8") Program Fund, and Sewer Service Fund, all of which are major funds. The City's other governmental funds are considered non-major, and their data are combined into a single, aggregated presentation.

The *governmental fund financial statements* can be found on pages 24-30. Individual fund information for each of the non-major governmental funds is provided in the form of combining statements and can be found on pages 116-139.

The City adopts annual budgets for its General, Housing, Housing Choice Voucher Program, and Sewer Service Funds. Budgetary comparison statements, found on pages 98-105, have been provided, to reflect compliance with these budgets.

**Proprietary Funds.** The City maintains two types of proprietary funds: enterprise and internal service. Enterprise funds are used to report the same functions presented as business-type activities in the *government-wide financial statements*. Internal service funds are used to accumulate and allocate costs internally among the City's functions. The City has seven internal service funds: the Facilities Maintenance Fund, the Liability Insurance Fund, the Information Systems Maintenance Fund, the Motor Vehicle Services Fund, the Equipment Replacement Reserve Fund, the Office Equipment Depreciation Fund, and the Telecommunications Revolving Fund.

Because these services predominantly benefit governmental, rather than business-type, functions, their financial information is included within the governmental activities in the *government-wide financial statements*.

*Proprietary fund financial statements* provide the same type of information as the *government-wide financial statements* (business-type activities), only in more detail. The internal service funds are combined into a single, aggregated presentation in the *proprietary fund financial statements*.

The *proprietary fund financial statements* can be found on pages 33-35. Individual fund data for the internal service funds is provided in the form of supplementary combining statements and can be found on pages 132-139.

**Fiduciary Funds.** Fiduciary funds are used to account for activities for which the City's role is purely custodial. The fiduciary funds of the City are the Agency Funds (comprising the COBRA Insurance Fund and Miscellaneous Deposits Fund) and the Successor Agency Private-purpose Trust Fund. These funds are not reflected in the *government-wide financial statements* because the resources of the funds are not available to support the City's programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

The *fiduciary fund financial statements* can be found on pages 39 and 40.

**Notes to the Basic Financial Statements.** The Notes to the Basic Financial Statements section provides additional information essential for a full understanding of the data provided in the *government-wide financial statements*. The Notes to the Basic Financial Statements section begins on page 45.

**Other Information.** In addition to the basic financial statements and accompanying notes, this report presents certain required supplementary information concerning the City's progress in funding its obligation to provide pension and other postemployment benefits ("OPEB") to its employees. Required supplementary information can be found on pages 97-110.

The combining statements referred to earlier in connection with non-major governmental funds and internal service funds are presented on pages 116-130 and 132-139, respectively.

## Government-wide Financial Analysis

As noted earlier, over time, a government's net position may serve as a useful indicator of its financial position. Table 1 below presents a summarization of the City's assets, liabilities, deferred outflows and inflows, and net position for its governmental and business-type activities.

**TABLE 1**  
NET POSITION  
For the year ended June 30, 2022

	Governmental Activities		\$ Change	% Change
	2022	2021		
Current and Other Assets	\$ 193,870,324	\$ 181,799,107	\$ 12,071,217	6.64%
Capital Assets, Net	170,862,039	172,129,546	(1,267,507)	-0.74%
TOTAL ASSETS	<u>364,732,363</u>	<u>353,928,653</u>	<u>10,803,710</u>	<u>3.05%</u>
Deferred Outflows of Resources	98,478,194	16,088,043	82,390,151	512.12%
Current Liabilities	24,615,250	12,795,605	11,819,645	92.37%
Long-term Liabilities	184,768,577	142,192,756	42,575,821	29.94%
TOTAL LIABILITIES	<u>209,383,827</u>	<u>154,988,361</u>	<u>54,395,466</u>	<u>35.10%</u>
Deferred Inflows of Resources	32,947,598	339,273	32,608,325	9611.23%
Net Position:				
Net Investment in				
Capital Assets	161,453,603	161,450,929	2,674	0.00%
Restricted	100,825,314	111,040,107	(10,214,793)	-9.20%
Unrestricted	(41,399,785)	(57,801,974)	16,402,189	-28.38%
TOTAL NET POSITION	<u>\$ 220,879,132</u>	<u>\$ 214,689,062</u>	<u>\$ 6,190,070</u>	<u>2.88%</u>

The City's assets and deferred outflows of resources exceeded its liabilities and deferred inflows of resources by \$220,879,132 at June 30, 2022, an increase of \$6,190,070 from June 30, 2021. By far, the largest portion of the City's net position, \$161,453,603 is its net investment in capital assets (i.e., land, buildings, machinery, equipment, and infrastructure). These capital assets are used to provide services to citizens and, consequently, are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other resources, since the capital assets themselves cannot be used to liquidate the liabilities.

Another portion of the City's net position, \$100,825,314 represents resources that are subject to external restrictions on how they may be used. The remainder of net position, unrestricted net position, increased \$16,402,189 year over year, the main driver of the overall gain in net position between 2021 and 2022.

**TABLE 2**

CHANGES IN NET POSITION  
For the year ended June 30, 2022

	Governmental Activities		\$ Change	% Change
	2022	2021		
REVENUES:				
Program revenues:				
Charges for services	\$ 28,356,650	\$ 24,668,936	\$ 3,687,714	14.95%
Operating grants and contributions	18,533,739	16,444,115	2,089,624	12.71%
Capital grants and contributions	3,514,394	5,368,334	(1,853,940)	-34.53%
Total program revenues	50,404,783	46,481,385	3,923,398	8.44%
General revenues:				
Taxes:				
Property taxes	16,753,096	16,266,505	486,591	2.99%
Sales taxes	40,777,746	36,415,641	4,362,105	11.98%
Franchise taxes	2,131,159	2,104,436	26,723	1.27%
Utility user tax	793,653	737,435	56,218	7.62%
Transient occupancy taxes	1,862,718	1,600,549	262,169	16.38%
Total taxes	62,318,372	57,124,566	5,193,806	9.09%
Investment earnings (loss)	(3,007,949)	2,339,978	(5,347,927)	-228.55%
Miscellaneous	97,010	156,976	(59,966)	-38.20%
Total general revenues	59,407,433	59,621,520	(214,087)	-0.36%
TOTAL REVENUES	109,812,216	106,102,905	3,709,311	3.50%
EXPENSES:				
General government	20,793,460	10,943,045	9,850,415	90.02%
Public safety	38,710,643	46,808,349	(8,097,706)	-17.30%
Transportation	8,358,045	8,503,284	(145,239)	-1.71%
Community development	16,113,804	16,056,965	56,839	0.35%
Health	7,726,217	8,167,924	(441,707)	-5.41%
Culture and leisure	8,428,049	8,795,715	(367,666)	-4.18%
Interest on long-term debt	2,298,786	528,873	1,769,913	334.66%
TOTAL EXPENSES	102,429,004	99,804,155	2,624,850	2.63%
CHANGE IN NET POSITION	7,383,212	6,298,750	1,084,461	17.22%
NET POSITION, BEGINNING OF YEAR*	213,495,920	206,036,990	7,458,930	3.62%
NET POSITION, END OF YEAR	\$ 220,879,132	\$ 212,335,739	\$ 8,543,393	4.02%

\* Restated for 2021 (see note 15)

Table 2 provides a condensed summary of activities of the City's governmental for the period ended June 30, 2022, with the prior fiscal year presented for comparative purposes. The \$8,543,393 (4%) increase in the City's total net position is all due to the increase in program and general revenues, which lead to 3.50% total revenue growth over June 30, 2021. Governmental operating results for the current fiscal year are provided in greater detail on page 20.

**Governmental Activities.** The City’s total revenues from governmental activities were \$109,812,216 for the fiscal year ended June 30, 2022, growing \$3,709,311 or 3.50%, compared to the prior year. The largest source of revenue for the City, at 37.16%, is sales-related taxes (comprising sales & use tax and district transaction & use tax). Revenues from sales-related taxes increased by \$4,362,105 or 11.98%. Revenues from other taxes, the most significant of which is property-related taxes (real property taxes, personal property taxes, and property tax in lieu of vehicle license fee [“VLF”]), represented 19.63% of total revenues at the end of the current fiscal year (fiscal year 2022) and increased by \$831,701 or 4.02%.

Capital grants and contributions for governmental activities ended the fiscal year at \$3,514,394, for a 34.53% decrease from the prior year. Charges for services increased by \$3,687,714, or 14.95%, compared to the prior year. Lastly, operating grants and contributions increased by \$2,089,624, or 12.71%.

The City’s expenses for governmental activities cover a wide array of services, with \$38,710,643, or 37.79%, for fiscal year 2022 related to public safety and \$20,793,460, or 20.30%, to general government. Overall, expenses for governmental activities rose \$2,624,850, or 2.63%, with the primary driver of the increase due to growth in general government and interest on long-term debt. General government includes construction in progress, which as of June 30, 2022 was \$28,806,065, an increase of \$5,075,392 from June 30, 2021. Details regarding projects contributing to this total may be found in the “Major Accomplishments and Initiatives” section of the letter of transmittal.

### **Financial Analysis of the City’s Funds**

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

**Governmental Funds.** The focus of the City’s governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City’s financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government’s net resources available for spending at the end of the fiscal year.

The City’s classifications of fund balance comprise a hierarchy based on the extent to which the City is bound to observe constraints imposed upon the use of the financial resources of the funds. Fund balance is reported in five categories, based upon the following defining characteristics:

- non-spendable – either not in spendable form or legally or contractually required to be maintained intact;
- restricted fund – subject to externally enforceable limitations by law, enabling legislation, or limitations imposed by creditors or grantors;
- committed – may be spent only for the specific purposes determined by formal action of the government’s highest level of decision-making authority (City Council) and, therefore, may be used for different purposes only upon the government’s taking the same formal action that imposed the original constraint;
- assigned – constrained by the City’s intent to utilize fund balance for specific purposes;
- unassigned – fund balance not falling in any of the foregoing categories and available for spending at the City’s discretion.



**TABLE 3**  
**GOVERNMENTAL FUNDS SUMMARY**  
For the year ended June 30, 2022

	General Fund		Other Governmental Funds		Total Governmental Funds	
	2022	2021	2022	2021	2022	2021
Total Assets	\$ 67,687,041	\$ 56,171,365	\$ 107,409,978	\$ 109,629,373	\$ 175,097,019	\$ 165,800,738
Total Liabilities	7,131,452	5,078,314	14,578,893	9,139,521	21,710,345	14,217,835
Total Deferred Inflows of Resources	3,491,986	200,000	491,824	1,004,805	3,983,810	1,204,805
Fund Balances						
Non-spendable	3,966,629	3,964,435	1,270,805	1,270,805	5,237,434	5,235,240
Restricted	9,546,733	10,833,351	91,278,581	98,961,756	100,825,314	109,795,107
Committed	15,680,000	14,945,000	-	-	15,680,000	14,945,000
Assigned	8,400,718	7,193,969	-	-	8,400,718	7,193,969
Unassigned	19,469,523	13,956,296	(210,125)	(747,514)	19,259,398	13,208,782
Total fund balance	57,063,603	50,893,051	92,339,261	99,485,047	149,402,864	150,378,098
Total liabilities, deferred inflows of resources, and fund balances	\$ 67,687,041	\$ 56,171,365	\$ 107,409,978	\$ 109,629,373	\$ 175,097,019	\$ 165,800,738

The table above summarizes the balance sheet of the City’s General Fund and other governmental funds.

As of the end of the current fiscal year, the City’s governmental funds reported combined ending fund balances of \$149,402,864, an decrease of \$975,234 over the prior year. The restricted component represents the largest portion, \$100,825,314, of ending fund balance which includes the two bank notes the City holds pertaining to the sale of Kimball & Morgan Towers.

The General Fund is the principal operating fund of the City. At the end of the current fiscal year, the total fund balance of the General Fund increased to \$57,063,603 in comparison to \$50,893,051 in the prior fiscal year, an increase of \$6,170,552. General Fund revenues grew \$538,515 or 0.83%, with increases of \$4,487,747 in taxes, \$126,901 in licenses & permits, \$674,498 in fines and forfeitures, and \$39,611 in charges for services. Use of money & property, intergovernmental, and other revenues decreased by (\$2,619,270), (\$2,127,369) and (\$43,594) respectively. General Fund expenditures decreased \$4,168,759, with a majority of the decrease specifically in the general government category.

The fund balance classification for the General Fund and other major funds can be found on page 92, in Note 14 of the Notes to Financial Statements section.

The Sewer Service Fund total fund balance increased by \$3,149,338 in FY22. Housing Asset Special Revenue Fund and Housing Choice Voucher Fund revenues exceeded fund expenditures resulting in a small increase in each fund of \$128,392 and \$310,669 respectively.

**Proprietary Funds.** As noted earlier, the City’s proprietary funds provide the same type of information found in the *government-wide financial statements*, but in more detail. Factors concerning the finances of these funds have already been addressed in the discussion of the City’s business-type activities.

**General Fund Budgetary Highlights**

**TABLE 4**

For the year ended June 30, 2022

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
Total Revenues	\$ 57,127,967	\$ 57,929,591	\$ 65,556,521	\$ 7,626,930
Expenditures:				
General government	7,733,844	9,190,147	6,354,312	2,835,835
Public safety	39,722,837	41,386,717	40,793,529	593,188
Transportation	3,736,122	4,203,561	3,249,445	954,116
Community development	231,175	231,978	184,148	47,830
Culture and leisure	3,922,540	4,104,671	3,500,623	604,048
Capital outlay	2,866,930	7,186,581	1,791,456	5,395,125
Principal	304,868	304,868	293,127	11,741
Interest on long-term debt	348,945	348,945	358,823	(9,878)
Total expenditures	<u>58,867,261</u>	<u>66,957,468</u>	<u>56,525,463</u>	<u>10,432,005</u>
Revenues over (under) expenditures	(1,739,294)	(9,027,877)	9,031,058	18,058,935
Other Financing Sources	-	-	(2,860,506)	-
Net change in fund balance	<u>\$ (1,739,294)</u>	<u>\$ (9,027,877)</u>	6,170,552	<u>\$ 15,198,429</u>
Beginning fund balance			<u>50,893,051</u>	
Ending fund balance			<u>\$ 57,063,603</u>	

Actual amounts differed from the final General Fund budget as follows:

- Actual revenues were \$7,626,930 more than the final budget. While use of money & property revenues were short of their budgeted estimate, overall receipts for all other revenue categories exceeded their budgeted amounts.
- Actual expenditures were less than their overall budgeted amount by \$10,432,005. The most significant variance of \$5,395,125 is attributable to unspent appropriations for capital projects not completed during the year. Capital budget appropriations are carried over to the following fiscal year and reflected in the committed portion of fund balance.

**Capital Asset and Debt Administration**

**Capital Assets.** The City’s investment in capital assets (net of accumulated depreciation) for governmental and business-type activities, as of June 30, 2022, amounted to \$170,862,039. This investment includes land, rights of ways, construction in progress, buildings and improvements, machinery, and infrastructure. Infrastructure assets represented 47.14% of total combined assets.

**TABLE 5**  
CAPITAL ASSETS AT YEAR-END  
(NET OF DEPRECIATION)  
For the year ended June 30, 2022

	Governmental Activities		\$ Change	% Change
	2022	2021		
Land	\$ 25,597,009	\$ 25,147,009	\$ 450,000	1.79%
Right-of-way	4,245,088	4,245,088	-	0.00%
Construction in progress	28,806,065	23,730,673	5,075,392	21.39%
Buildings and improvements	24,018,582	26,456,235	(2,437,653)	-9.21%
Machinery and equipment	6,766,405	7,242,187	(475,782)	-6.57%
Infrastructure	80,539,355	85,100,281	(4,560,926)	-5.36%
Radio Rights	889,535	953,073	(63,538)	-6.67%
<b>TOTALS</b>	<b>\$ 170,862,039</b>	<b>\$ 172,874,546</b>	<b>\$ (2,012,507)</b>	<b>-1.16%</b>

Construction in progress totaled \$28,806,065, which included new spending of \$6,422,794 and transfers to completed projects of \$1,347,402. Depreciation expense during the fiscal year was \$8,042,673 for governmental activities.

Additional information on the City’s capital assets can be found in Note 6 on pages 69-70 of this report.

**Long-term Debt.** At the end of the current fiscal year, the City had total debt outstanding of \$93,185,798.

**TABLE 6**  
OUTSTANDING LONG-TERM DEBT  
For the year ended June 30, 2022

	Governmental Activities		\$ Change	% Change
	2022	2021		
2012 General Obligation Refunding Bonds	\$ 2,490,000	\$ 2,790,000	\$ (300,000)	-10.75%
Bond Premium	9,628	11,233	(1,605)	-14.29%
HUD 108 Bonds, Series A	1,170,000	1,690,000	(520,000)	-30.77%
2017 Clean Energy Bonds	1,800,000	1,800,000	-	0.00%
2017 Lease Revenue Bonds	2,933,781	3,110,214	(176,433)	-5.67%
2021 Pension Obligation Bonds	83,895,000	-	83,895,000	-
Bond Premium	(142,838)	-	(142,838)	-
Notes Payable	550,588	679,023	(128,435)	-18.91%
Capital Leases	479,639	627,547	(147,908)	-23.57%
<b>TOTALS</b>	<b>\$ 93,185,798</b>	<b>\$ 10,708,017</b>	<b>\$ 82,477,781</b>	<b>770.24%</b>

The City’s total debt increased by \$82,477,781 during the fiscal year 2022. The net increase is due from the issuance of the City’s Pension Obligation Bonds in November 2021, which reduced the City’s long-term liability to CalPERS.

As of November 2021, the City's general obligation bond rating is "AA-."

Additional information on the City's long-term debt can be found in Note 7 on pages 70-76 of this report.

### **Economic Factors and Next Year's Budget**

Many economic factors were considered in the development of the City's fiscal year 2023 and 2024 budget. The most significant factors are described below.

Property values continue to rise significantly throughout California and the San Diego County area resulting in increases to total assessed property valuation in the City. However, since assessed value increases are capped at 2% per year per Prop 13, the City is only seeing consistent increases of 2% to 3% per year in property tax revenue. As a result, the projected increase in property tax revenues in the fiscal year 2023 and 2024 budget is approximately 3.0% above the actual revenues received in the prior year.

Fiscal year 2022 actuals for sales & use tax and district transactions and use tax revenue exceed budget estimates and expectations as inflation grew but consumer spending remained high. Sales & use tax and district transactions & use tax revenues are budgeted at a combined \$39.1 million for fiscal year 2023, a slight decline over fiscal year 2022 actuals. Staff forecasts year over year growth of 1.4% for fiscal year 2024 as interest rates increases, inflation, and a possible recession slow down the economy. Beyond fiscal year 2024, the City is forecasting sales tax revenue growth of 2.5% per year.

Fiscal year 2022 was the fifteenth full year of collection of the City's 1% district transactions & use tax. The tax measure ("Proposition 'D'") was approved by National City voters in June 2006 and became effective in October 2006. The initial measure was effective for a period of ten years; however, in November 2014, voters approved a measure to extend the tax for an additional twenty years. The tax now generates approximately \$15 million in revenue annually, allowing the City to continue to provide important programs and services to its citizens. In accordance with the measure, every five years an independent committee is appointed to evaluate the status of the district transactions and use tax. The committee's purpose is to report a recommendation to City Council on whether the tax should remain in effect at the rate of one percent, or whether the rate should be reduced, or the tax terminated. In fiscal year 2022, an independent evaluation committee convened and recommended to City Council to maintain the current tax rate of 1% for an additional five-year period. City Council approved the recommendation.

In fiscal year 2022, the City took action to refinance the City's unfunded accrued liability owed to CalPERS by issuing approximately \$84M in Pension Obligation Bonds (POB). The issuance provided the City with about \$20M in savings by reducing the interest rate on the liability from a then 7% (now 6.8%) charged by CalPERS to an average bond interest rate of 3%. In addition, the financing restructured the liability to smooth out future payments related to pension liabilities over the following fourteen years. Further details about the POB can be found in Note 7.

### **Requests for Information**

This financial report is designed to provide a general overview of the City's finances for all those interested. Questions concerning any information provided in this report or requests for additional financial information should be addressed to the Administrative Services Director, 1243 National City Boulevard, National City, CA 91950.

**BASIC FINANCIAL STATEMENTS**





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**GOVERNMENT -WIDE  
FINANCIAL STATEMENTS**



**City of National City**  
**Statement of Net Position**  
**June 30, 2022**

	Governmental Activities
<b>ASSETS</b>	
<b>Current assets:</b>	
Cash and investments	\$ 119,229,655
Receivables:	
Accounts	2,962,102
Taxes	7,268,226
Leases	404,518
Interest	251,315
Due from other governments	516,558
Land held for resale	5,154,182
Inventories and prepaid items	120,772
<b>Total current assets</b>	<b>135,907,328</b>
<b>Noncurrent assets:</b>	
Restricted cash and investments:	
Section 115 pension trust	6,393,549
Section 115 OPEB trust	3,133,184
Held by fiscal agent	10,333
Leases receivable	3,155,223
Loans receivable	45,270,707
Non-depreciable capital assets	58,648,162
Depreciable capital assets, net	112,213,877
<b>Total noncurrent assets</b>	<b>228,825,035</b>
<b>Total assets</b>	<b>364,732,363</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>	
Deferred loss on refunding	25,200
Pension-related deferred outflows	98,040,782
OPEB-related deferred outflows	412,212
<b>Total deferred outflows of resources</b>	<b>98,478,194</b>



**City of National City**  
**Statement of Net Position (Continued)**  
**June 30, 2022**

	Governmental Activities
<b>LIABILITIES</b>	
<b>Current liabilities:</b>	
Accounts payable	\$ 4,877,874
Due to other governments	126,856
Accrued liabilities	3,453,342
Interest payable	1,833,645
Unearned revenue	7,536,100
Compensated absences - due within one year	1,827,398
Claims payable - due within one year	1,039,029
Long-term debt - due within one year	3,921,006
Total current liabilities	24,615,250
<b>Noncurrent liabilities:</b>	
Developer deposits	985,844
Total OPEB liability	4,786,498
Aggregate net pension liability	77,648,157
Compensated absences - due in more than one year	2,156,315
Claims payable - due in more than one year	9,926,971
Long-term debt - due in more than one year	89,264,792
Total noncurrent liabilities	184,768,577
<b>Total liabilities</b>	<b>209,383,827</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>	
Pension-related deferred inflows	28,049,754
OPEB-related deferred inflows	1,405,858
Lease-related	3,491,986
<b>Total deferred inflows of resources</b>	<b>32,947,598</b>
<b>NET POSITION</b>	
Net investment in capital assets	161,453,603
Restricted:	
General services	23,905,988
Community development	20,000
Public safety	206,028
Transportation	13
Housing	63,427,755
Debt service	962,877
Capital projects	2,775,920
Investment in Section 115 OPEB trust	3,133,184
Investment in Section 115 pension trust	6,393,549
Total restricted	100,825,314
Unrestricted	(41,399,785)
<b>Total net position</b>	<b>\$ 220,879,132</b>

**City of National City**  
**Statement of Activities and Changes in Net Position**  
**For the Year Ended June 30, 2022**

<b>Functions/Programs</b>	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
<b>Primary government:</b>					
<b>Governmental activities:</b>					
General government	\$ 20,793,460	\$ 6,476,152	\$ 50,000	\$ -	\$ (14,267,308)
Public safety	38,710,643	3,455,987	2,317,204	-	(32,937,452)
Transportation	8,358,045	2,796,202	-	3,514,394	(2,047,449)
Community development	16,113,804	3,235,575	16,017,415	-	3,139,186
Health	7,726,217	11,814,786	105,280	-	4,193,849
Culture and leisure	8,428,049	577,948	43,840	-	(7,806,261)
Interest on long-term debt	2,298,786	-	-	-	(2,298,786)
<b>Total governmental activities</b>	<b>102,429,004</b>	<b>28,356,650</b>	<b>18,533,739</b>	<b>3,514,394</b>	<b>(52,024,221)</b>
<b>General revenues:</b>					
Taxes:					
Property taxes					16,753,096
Sales taxes					40,777,746
Franchise taxes					2,131,159
Utilities user taxes					793,653
Transient occupancy taxes					1,862,718
Total taxes					62,318,372
Investment earnings (loss)					(3,007,949)
Miscellaneous					97,010
<b>Total general revenues</b>					<b>59,407,433</b>
<b>Change in net position</b>					<b>7,383,212</b>
<b>Net position - beginning of year, as restated (Note 15)</b>					<b>213,495,920</b>
<b>Net position - end of year</b>					<b>\$ 220,879,132</b>

# FUND FINANCIAL STATEMENTS





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# GOVERNMENTAL FUND FINANCIAL STATEMENTS

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**General Fund** – This is the primary operating fund of the City. It is used to account for all revenues and expenditures that are not required to be accounted for in another fund.

**Housing Asset Fund** - This fund is used to account for activities of housing assistance and assistance to low income families.

**Housing Choice Voucher Program ("Section 8") Fund** - This fund is used to account for the activities of housing assistance program funded by HUD. The program provides rental assistance to low income families by subsidizing a portion of the rent directly to landlords on behalf of very low income households.

**Sewer Service Fund** - This fund is used to account for the collection of sewer connection fees and monthly sewer service charges used for the construction and maintenance of City sewers.

**ARPA Special Revenue Fund** - This fund is used to account for the proceeds and expenditures of the American Recovery Plan Act funding received by the City.

**Other Special Revenue Fund** - This represents a combination of minor and less active funds that the City has combined for reporting purposes.

**Housing Authority Special Revenue Fund** - This fund is used to account for the activities of the development of a viable urban community by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons with low and moderate incomes.

**POB Debt Service Fund** - This fund is used to account for the sources and uses of and debt service on the 2021 Pension Obligation Bonds.

**City of National City**  
**Balance Sheet**  
**Governmental Funds**  
**June 30, 2022**

	Major Funds				
	General Fund	Housing Asset Special Revenue Fund	Housing Choice Voucher Program Special Revenue Fund	Sewer Service Special Revenue Fund	ARPA Special Revenue Fund
<b>ASSETS</b>					
Cash and investments	\$ 35,046,358	\$ 762,264	\$ 1,248,040	\$ 22,340,630	\$ 5,533,795
Receivables:					
Accounts	2,605,820	-	99,548	69,123	-
Taxes	6,872,320	-	-	28,616	-
Interest	151,757	1,008	-	47,422	-
Leases	3,559,741	-	-	-	-
Loans	-	10,474,674	-	-	-
Due from other funds	5,867,485	-	-	-	-
Due from other governments	90,198	-	-	3,715	-
Due from Successor Agency	-	-	-	-	-
Due from agency fund	-	-	-	-	-
Advances to other funds	-	-	-	-	-
Inventories and prepaid items	57,447	-	-	-	-
Land held for resale	3,909,182	1,245,000	-	-	-
Restricted cash and investments:					
Investment in Section 115 pension trust	6,393,549	-	-	-	-
Investment in Section 115 OPEB trust	3,133,184	-	-	-	-
<b>Total assets</b>	<b>\$ 67,687,041</b>	<b>\$ 12,482,946</b>	<b>\$ 1,347,588</b>	<b>\$ 22,489,506</b>	<b>\$ 5,533,795</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>					
<b>Liabilities:</b>					
Accounts payable	\$ 1,770,514	\$ 26,928	\$ 22,522	\$ 59,836	\$ 53,927
Due to other governments	126,856	-	-	-	-
Accrued liabilities	3,060,886	10,829	52,197	42,910	-
Due to other funds	-	-	-	-	-
Deposits	118,052	-	-	-	-
Unearned revenue	2,055,144	-	-	-	5,479,868
<b>Total liabilities</b>	<b>7,131,452</b>	<b>37,757</b>	<b>74,719</b>	<b>102,746</b>	<b>5,533,795</b>
<b>Deferred inflows of resources:</b>					
Lease-related	3,491,986	-	-	-	-
Unavailable revenues	-	-	-	-	-
<b>Total deferred inflows of resources</b>	<b>3,491,986</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Fund Balances:</b>					
Nonspendable	3,966,629	1,245,000	-	-	-
Restricted	9,546,733	11,200,189	1,272,869	22,386,760	-
Committed	15,680,000	-	-	-	-
Assigned	8,400,718	-	-	-	-
Unassigned (deficit)	19,469,523	-	-	-	-
<b>Total fund balances</b>	<b>57,063,603</b>	<b>12,445,189</b>	<b>1,272,869</b>	<b>22,386,760</b>	<b>-</b>
<b>Total liabilities, deferred inflows of resources, and fund balances</b>	<b>\$ 67,687,041</b>	<b>\$ 12,482,946</b>	<b>\$ 1,347,588</b>	<b>\$ 22,489,506</b>	<b>\$ 5,533,795</b>

(Continued)

**City of National City  
Balance Sheet (Continued)  
Governmental Funds  
June 30, 2022**

	Major Funds				Total Governmental Funds
	Other Special Revenue Fund	Housing Authority Special Revenue Fund	POB Debt Service Fund	Other Governmental Funds	
<b>ASSETS</b>					
Cash and investments	\$ 7,414,840	\$ 16,086,044	\$ -	\$ 6,266,313	\$ 94,698,284
Receivables:					
Accounts	16,840	45	-	109,161	2,900,537
Taxes	-	-	-	367,290	7,268,226
Interest	6,999	34,063	-	10,066	251,315
Leases	-	-	-	-	3,559,741
Loans	-	34,144,038	-	651,995	45,270,707
Due from other funds	-	-	-	-	5,867,485
Due from other governments	422,645	-	-	-	516,558
Due from Successor Agency	-	-	-	-	-
Due from agency fund	-	-	-	-	-
Advances to other funds	-	-	-	-	-
Inventories and prepaid items	-	25,805	-	-	83,252
Land held for resale	-	-	-	-	5,154,182
Restricted cash and investments:					
Investment in Section 115 pension trust	-	-	-	-	6,393,549
Investment in Section 115 OPEB trust	-	-	-	-	3,133,184
<b>Total assets</b>	<b>\$ 7,861,324</b>	<b>\$ 50,289,995</b>	<b>\$ -</b>	<b>\$ 7,404,824</b>	<b>\$ 175,097,019</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>					
<b>Liabilities:</b>					
Accounts payable	\$ 1,388,817	\$ 138,038	\$ -	\$ 318,945	\$ 3,779,527
Due to other governments	-	-	-	-	126,856
Accrued liabilities	24,149	14,142	-	209,420	3,414,533
Due to other funds	5,665,091	-	-	202,394	5,867,485
Deposits	779,519	88,273	-	-	985,844
Unearned revenue	-	-	-	1,088	7,536,100
<b>Total liabilities</b>	<b>7,857,576</b>	<b>240,453</b>	<b>-</b>	<b>731,847</b>	<b>21,710,345</b>
<b>Deferred inflows of resources:</b>					
Lease-related	-	-	-	-	3,491,986
Unavailable revenues	-	491,824	-	-	491,824
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>491,824</b>	<b>-</b>	<b>-</b>	<b>3,983,810</b>
<b>Fund Balances:</b>					
Nonspendable	-	25,805	-	-	5,237,434
Restricted	3,748	49,531,913	-	6,883,102	100,825,314
Committed	-	-	-	-	15,680,000
Assigned	-	-	-	-	8,400,718
Unassigned (deficit)	-	-	-	(210,125)	19,259,398
<b>Total fund balances</b>	<b>3,748</b>	<b>49,557,718</b>	<b>-</b>	<b>6,672,977</b>	<b>149,402,864</b>
<b>Total liabilities, deferred inflows of resources, and fund balances</b>	<b>\$ 7,861,324</b>	<b>\$ 50,289,995</b>	<b>\$ -</b>	<b>\$ 7,404,824</b>	<b>\$ 175,097,019</b>

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**City of National City**  
**Reconciliation of the Governmental Funds Balance Sheet**  
**to the Government-Wide Statement of Net Position**  
**June 30, 2022**

<b>Total Fund Balances - Total Governmental Funds</b>	<u>\$ 149,402,864</u>
Amounts reported for governmental activities in the Statement of Net Position were different because:	
Capital assets used in governmental activities were not financial resources and therefore were not reported in governmental funds.	
Government-wide Statement of Net Position	170,862,039
Less: internal service funds' capital assets	<u>(4,926,651)</u>
Total capital assets	<u>165,935,388</u>
Interest payable on long-term debt did not require current financial resources. Therefore, interest payable was not reported as a liability in Governmental Funds Balance Sheet (net of \$5,914 in internal service funds).	
	<u>(1,827,731)</u>
Long-term liabilities were not due and payable in the current period and therefore were not reported in the governmental funds.	
Amount reported in Government-wide Statement of Net Position:	
Compensated absences - due within one year	(1,827,398)
Compensated absences - due in more than one year	(2,156,315)
Claims payable - due within one year	(1,039,029)
Claims payable - due in more than one year	(9,926,971)
Long-term debt - due within one year	(3,921,006)
Long-term debt - due in more than one year	(89,264,792)
Aggregate net pension liability	(77,648,157)
Total OPEB liability	<u>(4,786,498)</u>
	<u>(190,570,166)</u>
Less: amount reported in internal service funds	
Capital leases payable - due within one year	151,532
Capital leases payable - due in more than one year	326,372
Compensated absences - due within one year	109,593
Claims payable - due within one year	1,039,029
Claims payable - due in more than one year	<u>9,926,971</u>
	<u>11,553,497</u>
Net long-term liabilities	<u>(179,016,669)</u>
Deferred outflows of resources related to pensions are not available for current period and, therefore, are deferred in the governmental funds or not recorded in the governmental funds.	
	98,040,782
Deferred outflows of resources related to OPEB are not available for current period and, therefore, are deferred in the governmental funds or not recorded in the governmental funds.	
	412,212
Deferred inflows of resources related to pensions are not available for current period and, therefore, are deferred in the governmental funds or not recorded in the governmental funds.	
	(28,049,754)
Deferred inflows of resources related to OPEB are not available for current period and, therefore, are deferred in the governmental funds or not recorded in the governmental funds.	
	(1,405,858)
Deferred amounts on refunding are not available for current period and, therefore, are deferred in the governmental funds or not recorded in the governmental funds.	
	25,200
Unavailable revenues are deferred in the governmental funds, but are recognized as revenues in the Government-wide statement of Net Position.	
	491,824
Internal service funds were used by management to charge the costs of certain activities to individual funds. The assets and liabilities of the internal service funds were included in governmental activities in the Government-wide Statement of Net Position.	
	<u>16,870,874</u>
<b>Net Position of Governmental Activities</b>	<u><u>\$ 220,879,132</u></u>

**City of National City**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**Governmental Funds**  
**For the Year Ended June 30, 2022**

	Major Funds				
	General Fund	Housing Asset Special Revenue Fund	Housing Choice Voucher Program Special Revenue Fund	Sewer Service Special Revenue Fund	ARPA Fund
<b>REVENUES:</b>					
Taxes	\$ 58,055,986	\$ -	\$ -	\$ -	\$ -
Licenses and permits	1,027,101	-	-	67,550	-
Fines and forfeitures	1,118,543	-	28,748	-	-
Use of money and property	(622,905)	270,303	363	(274,903)	-
Intergovernmental	1,650,917	-	14,255,356	-	3,525,586
Charges for services	3,499,318	-	-	11,055,251	-
Other revenues	827,561	3,982	-	-	-
<b>Total revenues</b>	<b>65,556,521</b>	<b>274,285</b>	<b>14,284,467</b>	<b>10,847,898</b>	<b>3,525,586</b>
<b>EXPENDITURES:</b>					
Current:					
General Government	6,354,312	-	-	-	3,341,026
Public Safety	40,793,529	-	-	-	-
Transportation	3,249,445	-	-	-	-
Community Development	184,148	145,893	13,969,798	-	-
Health	-	-	-	7,626,002	-
Culture and Leisure	3,500,623	-	-	-	-
Capital outlay	1,791,456	-	-	26,258	184,560
Debt service:					
Principal	293,127	-	-	-	-
Interest and fiscal charges	358,823	-	4,000	21,300	-
<b>Total expenditures</b>	<b>56,525,463</b>	<b>145,893</b>	<b>13,973,798</b>	<b>7,673,560</b>	<b>3,525,586</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>9,031,058</b>	<b>128,392</b>	<b>310,669</b>	<b>3,174,338</b>	<b>-</b>
<b>OTHER FINANCING SOURCES (USES):</b>					
Proceeds from debt issuance	-	-	-	-	-
Discount on debt issuance	-	-	-	-	-
Costs of debt issuance	-	-	-	-	-
Pass-through payment to other agencies	(2,017)	-	-	-	-
Transfers in	24,956	-	-	-	-
Transfers out	(2,883,445)	-	-	(25,000)	-
<b>Total other financing sources (uses)</b>	<b>(2,860,506)</b>	<b>-</b>	<b>-</b>	<b>(25,000)</b>	<b>-</b>
<b>CHANGES IN FUND BALANCES</b>	<b>6,170,552</b>	<b>128,392</b>	<b>310,669</b>	<b>3,149,338</b>	<b>-</b>
<b>FUND BALANCES:</b>					
Beginning of year	50,893,051	12,316,797	962,200	19,237,422	-
End of year	\$ 57,063,603	\$ 12,445,189	\$ 1,272,869	\$ 22,386,760	\$ -

(continued)

**City of National City**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance (Continued)**  
**Governmental Funds**  
**For the Year Ended June 30, 2022**

	Major Funds				Total Governmental Funds
	Other Special Revenue Fund	Housing Authority Special Revenue Fund	POB Debt Service Fund	Other Governmental Funds	
<b>REVENUES:</b>					
Taxes	\$ 471,007	\$ -	\$ -	\$ 5,399,586	\$ 63,926,579
Licenses and permits	470,426	-	-	-	1,565,077
Fines and forfeitures	49,250	-	-	2,672	1,199,213
Use of money and property	(40,200)	833,268	-	(36,509)	129,417
Intergovernmental	4,707,139	-	-	3,692,522	27,831,520
Charges for services	315,909	-	-	-	14,870,478
Other revenues	350	70,344	-	100,676	1,002,913
<b>Total revenues</b>	<b>5,973,881</b>	<b>903,612</b>	<b>-</b>	<b>9,158,947</b>	<b>110,525,197</b>
<b>EXPENDITURES:</b>					
Current:					
General Government	1,753,133	-	26,813,095	-	38,261,566
Public Safety	1,463,088	-	56,446,905	9,612	98,713,134
Transportation	-	-	-	1,684,411	4,933,856
Community Development	108,935	1,040,814	-	657,891	16,107,479
Health	189,407	-	-	59,389	7,874,798
Culture and Leisure	204,096	-	-	4,176,280	7,880,999
Capital outlay	3,806,201	10,739,542	-	1,859,389	18,407,406
Debt service:					
Principal	-	-	-	835,391	1,128,518
Interest and fiscal charges	-	-	-	155,706	539,829
<b>Total expenditures</b>	<b>7,524,860</b>	<b>11,780,356</b>	<b>83,260,000</b>	<b>9,438,069</b>	<b>193,847,585</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(1,550,979)</b>	<b>(10,876,744)</b>	<b>(83,260,000)</b>	<b>(279,122)</b>	<b>(83,322,388)</b>
<b>OTHER FINANCING SOURCES (USES):</b>					
Proceeds from debt issuance	-	-	83,895,000	-	83,895,000
Discount on debt issuance	-	-	(142,838)	-	(142,838)
Costs of debt issuance	-	-	(492,162)	-	(492,162)
Pass-through payment to other agencies	-	-	-	-	(2,017)
Transfers in	631,317	-	-	1,873,484	2,529,757
Transfers out	(5,500)	(526,641)	-	-	(3,440,586)
<b>Total other financing sources (uses)</b>	<b>625,817</b>	<b>(526,641)</b>	<b>83,260,000</b>	<b>1,873,484</b>	<b>82,347,154</b>
<b>CHANGES IN FUND BALANCES</b>	<b>(925,162)</b>	<b>(11,403,385)</b>	<b>-</b>	<b>1,594,362</b>	<b>(975,234)</b>
<b>FUND BALANCES:</b>					
Beginning of year	928,910	60,961,103	-	5,078,615	150,378,098
End of year	\$ 3,748	\$ 49,557,718	\$ -	\$ 6,672,977	\$ 149,402,864

(concluded)

**City of National City**  
**Reconciliation of the Governmental Statement of Revenues, Expenditures, and Changes**  
**in Fund Balances to the Government-Wide Statement of Activities and Changes in Net Position**  
**For the Year Ended June 30, 2022**

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<b>Net Change in Fund Balances - Total Governmental Funds</b>	\$ (975,234)
Amounts reported for governmental activities in the Statement of Activities were different because:	
Governmental funds reported capital outlay as expenditures. However, in the Government-Wide Statement of Activities and Changes in Net Position, the cost of those assets was allocated over their estimated useful lives as depreciation expense. This was the amount of capital assets recorded in the current period (net of \$0 added in internal service funds).	7,360,855
Depreciation expense on capital assets was reported in the Government-Wide Statement of Activities and Changes in Net Position, but they did not require the use of current financial resources. Therefore, depreciation expense was not reported as expenditures in the Governmental Funds. This amount did not include the depreciation expense for Internal Service Funds in the amount of \$1,050,974.	(6,384,246)
Principal and discount on long-term debt was recorded as other financing sources in the Governmental Funds but is recorded as a long-term liability on the Government-Wide Statements.	(83,752,162)
Repayment of long-term liabilities was an expenditures in governmental funds, but the repayment reduced long-term liabilities in the Government-Wide Statement of Net Position (net of repayment in internal service funds).	
Principal payment of long-term debt	1,128,518
Amortization expenses were reported in the Government-Wide Statement of Activities and Changes in Net Position, but they did not require the use of current financial resources. Therefore, amortization expenses were not reported as expenditures in the Governmental Funds.	
Bond premium	1,605
Deferred amount on refunding	(4,200)
Certain long-term liabilities were reported in the Government-Wide Statement of Activities and Changes in Net Position, but they did not require the use of current financial resources. Therefore, long-term liabilities were not reported as expenditures in governmental funds. These amounts represented the changes in long-term liabilities from prior year.	
Changes in compensated absences	(37,298)
Changes in net OPEB liabilities	1,239,209
Changes in the net pension liability	36,136,908
The net effect of various miscellaneous transactions involving pension plans (i.e. deferred inflow/outflow amortization, contributions after measurement date) decreased net position.	54,531,625
The net effect of various miscellaneous transactions involving the OPEB plan (i.e. deferred inflow/outflow amortization) decreased net position.	(1,253,613)
Unavailable revenues in the governmental funds were reported as revenue in the Government-Wide Statement of Net Position as follows:	
Investment earnings	(712,981)
Interest expense on long-term debt was reported in the Government-Wide Statement of Activities and Changes in Net Position, but it did not require the use of current financial resources. This amount represented the change in accrued interest from prior year.	(1,756,362)
Internal service funds were used by management to charge the costs of certain activities to individual funds. The net revenue of internal service funds was reported with governmental activities.	1,860,588
<b>Change in Net Position of Governmental Activities</b>	<u><u>\$ 7,383,212</u></u>

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# PROPRIETARY FUND FINANCIAL STATEMENTS

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**Internal Service Funds** are funds used to account for interdepartmental operations where it is the stated intent that costs of providing services to the departments of the City on a continuing basis be financed or recovered primarily by charges to the user departments.



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**City of National City**  
**Statement of Net Position**  
**Proprietary Funds**  
**June 30, 2022**

	Governmental Activities Internal Service Funds
<b>ASSETS</b>	
Current assets:	
Cash and investments	\$ 24,531,371
Accounts receivable	61,565
Prepaid items and deposits	37,520
Total current assets	24,630,456
Noncurrent assets:	
Restricted cash and investments	10,334
Capital assets:	
Depreciable assets, net of accumulated depreciation	4,926,651
Total capital assets, net	4,926,651
Total noncurrent assets	4,936,985
<b>Total assets</b>	29,567,441
<b>LIABILITIES AND NET POSITION</b>	
<b>Liabilities:</b>	
Current liabilities:	
Accounts payable and accrued liabilities	1,098,347
Salaries payable	38,809
Interest payable	5,914
Capital leases payable - due within one year	151,532
Compensated absences - due within one year	109,593
Claims payable - due within one year	1,039,029
Total current liabilities	2,443,224
Noncurrent liabilities:	
Capital leases payable - due in more than one year	326,372
Claims payable - due in more than one year	9,926,971
Total noncurrent liabilities	10,253,343
<b>Total liabilities</b>	12,696,567
<b>Net Position:</b>	
Net investment in capital assets	4,448,747
Restricted:	
Debt service	10,334
Total restricted	10,334
Unrestricted	12,411,793
<b>Total net position</b>	\$ 16,870,874

**City of National City**  
**Statement of Revenues, Expenses, and Changes in Net Position**  
**Proprietary Funds**  
**For the Year Ended June 30, 2022**

	Governmental Activities Internal Service Funds
<b>OPERATING REVENUES:</b>	
Charges for services	\$ 11,587,361
Other	540,165
<b>Total operating revenues</b>	<u>12,127,526</u>
<b>OPERATING EXPENSES:</b>	
Operations and administration	5,673,963
Maintenance	4,426,468
Depreciation	1,050,974
<b>Total operating expenses</b>	<u>11,151,405</u>
<b>OPERATING INCOME</b>	<u>976,121</u>
<b>NONOPERATING REVENUES (EXPENSES):</b>	
Interest expense	(26,362)
<b>Total nonoperating revenues (expenses)</b>	<u>(26,362)</u>
<b>INCOME (LOSS) BEFORE TRANSFERS</b>	949,759
<b>TRANSFERS</b>	
Transfers in	910,829
<b>Total transfers</b>	<u>910,829</u>
<b>CHANGES IN NET POSITION</b>	1,860,588
<b>NET POSITION:</b>	
Beginning of year	15,010,286
End of year	<u>\$ 16,870,874</u>



**City of National City**  
**Statement of Cash Flows**  
**Proprietary Funds**  
**For the Year Ended June 30, 2022**

	<u>Governmental Activities Internal Service Funds</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>	
Cash received from other funds	\$ 11,587,361
Cash payments for goods and services	(10,651,663)
Other operating revenues	<u>540,165</u>
<b>Net cash provided by operating activities</b>	<u><u>1,475,863</u></u>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>	
Principal paid on capital lease	(144,258)
Interest paid	<u>(28,147)</u>
<b>Net cash provided by (used in) capital and related financing activities</b>	<u><u>(172,405)</u></u>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</b>	
Amounts received from (paid to) other funds	(473,878)
Transfers in	<u>910,830</u>
<b>Net cash provided by noncapital financing activities</b>	<u><u>436,952</u></u>
<b>Net change in cash and cash equivalents</b>	1,740,410
<b>CASH AND CASH EQUIVALENTS:</b>	
Beginning of year	<u>22,801,295</u>
End of year	<u><u>\$ 24,541,705</u></u>
<b>RECONCILIATION TO STATEMENT OF NET POSITION:</b>	
Cash and investments	\$ 24,531,371
Restricted cash and investments	<u>10,334</u>
<b>Total cash and cash equivalents</b>	<u><u>\$ 24,541,705</u></u>
<b>RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY OPERATING ACTIVITIES:</b>	
Operating income	\$ 976,121
Adjustments to reconcile operating income to net cash provided by operating activities:	
Depreciation	1,050,974
Changes in operating assets and liabilities:	
Accounts receivable	-
Inventories	-
Prepaid items and deposits	-
Accounts payable and accrued liabilities	348,463
Salaries payable	(16,249)
Compensated absences	98,554
Claims payable	(982,000)
Notes payable	-
Advances from other funds	<u>-</u>
<b>Total adjustments</b>	<u><u>499,742</u></u>
<b>Net cash provided by operating activities</b>	<u><u>\$ 1,475,863</u></u>



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# FIDUCIARY FUND FINANCIAL STATEMENTS

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**Custodial Fund** – This fund is used to account for assets held by the City in a trustee capacity for individuals, private organizations, other governments and/or other funds.

**The Successor Agency to the Community Development Commission as the National City Redevelopment Agency ("Successor Agency") Private-Purpose Trust Fund** – This fund is used to account for monies received from the San Diego County Auditor Controller for the payment of the enforceable obligations of the former National City Redevelopment Agency. These funds are restricted for the sole purpose of payment of items on an approved Recognized Payment Obligation Schedule (ROPS).



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**City of National City**  
**Statement of Fiduciary Net Position**  
**Fiduciary Activities**  
**June 30, 2022**

	Custodial Fund	Successor Agency Private-Purpose Trust Fund
<b>ASSETS</b>		
Cash and investments	\$ 2,368,972	\$ 4,341,709
Receivables:		
Accounts	-	49,430
Loans	-	326,402
Restricted cash and investments with fiscal agent	-	1,464
<b>Total assets</b>	2,368,972	4,719,005
<b>DEFERRED OUTFLOWS OF RESOURCES</b>		
Deferred amount on refunding	-	4,934,988
<b>Total deferred outflows of resources</b>	-	4,934,988
<b>LIABILITIES</b>		
Accounts payable and accrued liabilities	43,034	-
Interest payable	-	371,859
Long-term debt - due within one year	-	3,208,000
Long-term debt - due in more than one year	-	32,728,000
Developer deposits	-	25,000
<b>Total liabilities</b>	43,034	36,332,859
<b>NET POSITION (DEFICIT)</b>		
Restricted	2,325,938	-
Unrestricted (deficit)	-	(26,678,866)
<b>Total net position (deficit)</b>	\$ 2,325,938	\$ (26,678,866)

**City of National City**  
**Statement of Changes in Fiduciary Net Position**  
**Fiduciary Activities**  
**For the Year Ended June 30, 2022**

	Custodial Fund	Successor Agency Private-Purpose Trust Fund
<b>ADDITIONS:</b>		
Property taxes	\$ -	\$ 3,485,844
Investment income	-	5,096
Miscellaneous	100,819	39,936
<b>Total additions</b>	<b>100,819</b>	<b>3,530,876</b>
<b>DEDUCTIONS:</b>		
Enforceable obligations	-	8,128
Community development	-	1,311,255
Administrative expenses	-	251,348
<b>Total deductions</b>	<b>-</b>	<b>1,570,731</b>
<b>Changes in Net Position</b>	<b>100,819</b>	<b>1,960,145</b>
<b>NET POSITION (DEFICIT):</b>		
Beginning of year, as restated (Note 15)	2,225,119	(28,639,011)
End of year	<b>\$ 2,325,938</b>	<b>\$ (26,678,866)</b>

**NOTES TO THE  
BASIC FINANCIAL STATEMENTS**





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**City of National City**  
**Index to the Notes to the Basic Financial Statements**  
**For the Year Ended June 30, 2022**

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**City of National City**  
**Notes to the Basic Financial Statements**  
**For the Year Ended June 30, 2022**

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**Note 1 – Reporting Entity and Summary of Significant Accounting Policies**

The basic financial statements of the City of National City, California (the “City”) have been prepared in conformity with accounting principles generally accepted of the United States of America (“US GAAP”) as applied to governmental agencies. The Governmental Accounting Standards Board (“GASB”) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The more significant of the City’s accounting policies are described below.

**A. Reporting Entity**

The City was incorporated September 17, 1887 under the general laws of the State of California. The City operates under a Council-Manager form of government and provides basic local governmental services including public safety (police and fire), maintenance and construction of public improvements, cultural, recreation, planning, zoning, transportation, health services and general administration. In addition, the City operates the Community Development Commission (which formerly included the Morgan Towers and Kimball Towers Enterprise Funds). The City sold Kimball Towers and Morgan Towers to two not-for-profit organizations on March 28, 2019. The sale was intended to ensure the feasibility of the renovation, since not-for-profit organizations have financing sources that are unavailable to a developer such as a City.

In evaluating how to define the City for financial reporting purposes, management has considered all potential component units. The primary criteria for including a potential component unit within the reporting entity are the governing body’s financial accountability and a financial benefit or burden relationship and whether it is misleading to exclude. A primary government is financially accountable and shares a financial benefit or burden relationship if it appoints a voting majority of an organization’s governing body and it is able to impose its will on the organization, or if there is a potential for the organization to provide specific financial benefits to, or impose specific financial burdens on the primary government. A primary government may also be financially accountable if an organization is fiscally dependent on the primary government regardless of whether the organization has a separately elected governing board, a governing board appointed by a higher level of government, or a jointly appointed board, and there is a potential for the organization to provide specific financial benefits to, or impose specific financial burdens on the primary government.

*Blended Component Units*

The financial reporting entity consists of the primary government, the City, and its component units. Component units are legally separate entities for which the elected officials of the primary government are financially accountable. In addition, component units can be other organizations for which the primary government is accountable and their exclusion would cause the reporting entity’s financial statements to be misleading or incomplete.

Blended component units, although legally separate entities, are, in substance part of the government’s operation and so data from these units are combined with data of the primary government. Discretely presents component units, on the other hand, are reported in a separate column in the combined financial statements to emphasize that they are legally separate from the government.

Although the following are legally separate from the City, they have been “blended” as though they are part of the City because the component unit’s governing body is substantially the same as the City’s and there is a financial benefit or burden relationship between the City and the component unit; management of the City has operational responsibilities for the component units; and/or the component units provide services entirely, or almost entirely, to the City or otherwise exclusively, or almost exclusively, benefits the City, even though it does not provide services directly to it.

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)**

**A. Reporting Entity (Continued)**

Blended Component Units (Continued)

**National City Joint Powers Financing Authority**

The National City Joint Powers Financing Authority (the “NCJPFA”) was created pursuant to a joint exercise of powers agreement entered into by and between the City and the CDC on April 16, 1991. The purpose of such agreement was to provide for the financing and construction of a new police facility and a new community center. The NCJPFA is administered by a commission consisting of the members of the City Council and all voting power of the NCJPFA resides in the commission. The NCJPFA exclusively benefits the City. In 2017 the NCJPFA facilitated the lease financing of the 2017 Energy Savings Project. There are no separate financial statements available.

**Parking Authority of the City of National City**

In July 1977, the Parking Authority of the City of National City (the “Parking Authority”) was activated pursuant to the Parking Law of 1949 for the financing and construction of the Plaza Bonita Parking Facility. Currently it is used to account for the City’s parking enforcement activities and developing solutions to demand for parking in various sections of the City. The City Council is the governing board of the Authority. The Authority exclusively benefits the City. The capital assets of the Parking Authority have been included in the Government-Wide Financial Statements. There are no separate financial statements available.

**Community Development Commission of the City of National City**

The National City Redevelopment Agency (the “RDA”), pursuant to provisions of the California Health and Safety Code, was established in April 1967 to undertake and carry out the redevelopment of certain areas within the City that were determined to be blighted. In 1975, the City formed the Housing Authority and concurrently established the Community Development Commission (the “CDC”) to oversee both the RDA and the Housing Authority. In 2012, redevelopment agencies throughout the state of California were dissolved, including the National City RDA. The CDC remains as an active entity with respect to its Housing Authority functions. The City Council is the Governing Board of the CDC. There are no separate financial statements available.

The following specific criteria were used in determining the status of these component units:

- Members of the City Council also act as the governing body of the NCJPFA, the Parking Authority, and the CDC;
- The City, the NCJPFA, the Parking Authority, and the CDC are financially interdependent;
- The NCJPFA, the Parking Authority, and the CDC are managed by employees of the City, who provide various support functions including financial reporting and investment decisions.

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)**

***B. Basis of Accounting and Measurement Focus***

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for by providing a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Fund accounting segregates funds according to their intended purpose and is used to aid management in demonstrating compliance with finance-related legal and contractual provisions. The minimum number of funds is maintained in accordance with legal and managerial requirements.

The Statement of Net Position and Balance Sheet – Governmental Funds report separate sections for deferred outflows of resources, and deferred inflows of resources, when applicable.

Deferred Outflows of Resources represent outflows of resources (consumption of net position) that apply to future periods and that, therefore, will not be recognized as an expense until that time.

Deferred Inflows of Resources represent inflows of resources (acquisition of net position) that apply to future periods and that, therefore, are not recognized as revenue until that time.

Government - Wide Financial Statements

The City's Government-Wide Financial Statements include a Statement of Net Position and a Statement of Activities and Changes in Net Position. These statements present summaries of governmental and business-type activities for the City accompanied by a total column. Fiduciary activities of the City are not included in these statements.

These financial statements are presented on an “*economic resources*” measurement focus and the accrual basis of accounting. Accordingly, all of the City's assets and liabilities, including capital assets, as well as infrastructure assets, and long-term liabilities, are included in the accompanying Statement of Net Position. The Statement of Activities presents changes in net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred.

Certain types of transactions are reported as program revenues for the City in three categories:

- Charges for services
- Operating grants and contributions
- Capital grants and contributions

Certain eliminations have been made in regards to interfund activities, payables and receivables. All internal balances in the Statement of Net Position have been eliminated except those representing balances between the governmental activities and the business-type activities, which are presented as internal balances and eliminated in the total primary government column. In the Statement of Activities and Changes in Net Position, internal service fund transactions have been eliminated; however, those transactions between governmental and business-type activities have not been eliminated. The following interfund activities have been eliminated:

- Due to/from other funds
- Advances to/from other funds
- Transfers in/out

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)**

***B. Basis of Accounting and Measurement Focus (Continued)***

*Governmental Fund Financial Statements*

Governmental Fund Financial Statements include a Balance Sheet and a Statement of Revenues, Expenditures and Changes in Fund Balances for all major governmental funds and non-major funds aggregated. An accompanying schedule is presented to reconcile and explain the differences in net position as presented in these statements to the net position presented in the Government-Wide Financial Statements. The City has presented all major funds that met the applicable criteria.

All governmental funds are accounted for on a spending or "*current financial resources*" measurement focus and the modified accrual basis of accounting. Accordingly, only current assets and current liabilities are included on the Balance Sheet. The Statement of Revenues, Expenditures and Changes in Fund Balances presents increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period.

Revenues are recognized as soon as they are both "measurable" and "available". Revenues are considered to be available when they are collectible within the current period or as soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The primary revenue sources, which have been treated as susceptible to accrual by the City, are property tax, sales tax, intergovernmental revenues and other taxes. Expenditures are recorded in the accounting period in which the related fund liability is incurred.

The Reconciliation of the Fund Financial Statements to the Government-Wide Financial Statements is provided to explain the differences created by the integrated approach of GASB Statement No. 34.

The City reports the following major governmental funds:

***General Fund*** – This is the primary operating fund of the City. It is used to account for all revenues and expenditures that are not required to be accounted for in another fund.

***Housing Asset Special Revenue Fund*** – This fund was established in 2012 pursuant to the redevelopment agency dissolution legislation to account for the assets and activities of the former RDA's Low-and-Moderate-Income Housing Fund.

***Housing Choice Voucher Program ("Section 8") Special Revenue Fund*** - This fund is used to account for the activities of Housing Assistance Program. The program provides rental assistance to low-income families by subsidizing a portion of the rent directly to landlords on behalf of low-income households. The major revenue source for this fund is Housing Assistance Payments and Administrative Fees.

***Sewer Service Special Revenue Fund*** - This fund is used to account for the collection of sewer connection fees and sewer service charges billed and paid via the County's annual property tax collection system which are used for the construction and maintenance of the City's sewer system. The major revenue source for this fund is the sewer service charge.

***ARPA Special Revenue Fund*** – This fund is used to account for the proceeds and expenditures of the American Recovery Plan Act funding received by the City.

***Other Special Revenue Fund*** - This represents a combination of minor and less active funds that the City has combined for reporting purposes. The major revenue sources consist of intergovernmental revenues, user-charge fees, franchise fees, and development impact fees.

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)**

**B. Basis of Accounting and Measurement Focus (Continued)**

Governmental Fund Financial Statements (Continued)

**Housing Authority Special Revenue Fund** - This fund is used to account for the activities of the development of a viable urban community by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons with low and moderate incomes.

**POB Debt Service Fund** - This fund is used to account for the sources and uses of and debt service on the 2021 Pension Obligation Bonds.

Proprietary Fund Financial Statements

Proprietary Fund Financial Statements include a Statement of Net Position, a Statement of Revenues, Expenses and Changes in Net Position, and a Statement of Cash Flows. All of the City's proprietary funds are internal service funds. A column representing internal service funds is presented in these statements. Internal service fund balances and activities have been combined with the governmental activities in the Government-Wide Financial Statements. The City's internal service funds include seven individual funds which provide services directly to other City funds. These areas of service include Facilities Maintenance, Liability Insurance, Information Systems Maintenance, Office Equipment Depreciation, Telecommunications, Vehicle Replacement, and Vehicle Maintenance.

Proprietary funds are accounted for using the "economic resources" measurement focus and the accrual basis of accounting. Accordingly, all assets and liabilities (whether current or noncurrent) are included on the Statement of Net Position. The Statement of Revenues, Expenses and Changes in Net Position presents increases (revenues) and decreases (expenses) in total Net Position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred. In these funds, receivables have been recorded as revenue and provisions have been made for uncollectible amounts.

Operating revenues in the proprietary funds are those revenues that are generated from the primary operations of the fund. All other revenues are reported as non-operating revenues. Operating expenses are those expenses that are essential to the primary operations of the fund. All other expenses are reported as non-operating expenses.

The City reports the following proprietary funds (all are internal service funds) that are funded by user departments on a cost reimbursement basis:

**Facilities Maintenance Fund**—This fund is used to account for the cost of maintaining all City-owned buildings in a clean, safe, workable, and pleasant condition.

**Liability Insurance Fund**—This fund is used to account for the costs of maintaining the City's Worker's Compensation and liability insurance programs.

**Information Systems Maintenance Fund**—This fund is used to account for the costs to maintain and replace City information technology software and hardware and related equipment as well as pay for the City staff that provide support to other City departments on a daily basis.

**Office Equipment Depreciation Fund**—This fund is used to account for the costs to replace City office equipment.

**Telecommunications Revolving Fund**—This fund is used to account for the costs of maintaining the City's telecommunication systems.

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)**

**B. Basis of Accounting and Measurement Focus (Continued)**

Proprietary Fund Financial Statements (Continued)

**Motor Vehicle Service Fund**—This fund is used to account for the City’s costs of preventative maintenance and repairs for its fleet, including police, fire, general administrative, park, sewer, and public works equipment.

**Vehicle Replacement Fund**—This fund is used to account for the costs to lease or purchase new or replacement City fleet vehicles and related equipment.

Fiduciary Fund Financial Statements

Fiduciary fund financial statements include a Statement of Net Position and a Statement of Changes in Fiduciary Net Position. The City’s fiduciary funds represent agency funds and private purpose trust funds. Both the agency funds and the private purpose trust funds are accounted for on the full accrual basis of accounting.

Fiduciary fund types are accounted for according to the nature of the fund. The City’s Custodial funds (Cobra Insurance and Miscellaneous Developer’s Deposits) are purely custodial in nature. These funds are used to account for money and property held by the City as trustee or custodian.

The City has one active private purpose trust fund, the Redevelopment Obligations Retirement Fund, which is used to report the assets, liabilities, and activities of the Successor Agency to the former redevelopment agency. The **Successor Agency to the Community Development Commission as the National City Redevelopment Agency (the “Successor Agency”)** was created by the City Council of National City (City Council) in January 2012. It was established pursuant to Assembly Bill X1 26. Its purpose is to expeditiously wind down the affairs of the dissolved Redevelopment Agency. The governing body of the Successor Agency is comprised of the members of the City Council. Certain actions of the Successor Agency Board are subject to review by the Countywide Oversight Board and the California State Department of Finance. The Successor Agency has been included in the accompanying basic financial statements as a private purpose trust fund. Its results of operations are presented on the Statement of Changes in Fiduciary Net Position.

**C. Cash, Cash Equivalents and Investments**

The City pools its available cash for investment purposes. The City considers pooled cash and investment amounts, with original maturities of three months or less, to be cash equivalents.

Highly liquid market investments with maturities of one year or less at time of purchase are stated at amortized cost. All other investments are stated at fair value. Market value is used as fair value for those securities for which market quotations are readily available.

The statement of cash flows requires presentation of “cash and cash equivalents”. For the purposes of the statement of cash flows, the City considers all proprietary fund pooled cash and investments as “cash and cash equivalents”, as such funds are available to the various funds as needed.

Certain disclosure requirements, if applicable, for deposit and investment risks in the following areas:

- Interest rate risk
- Credit risk
  - Overall
  - Custodial credit risk
  - Concentration of credit risk



**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)**

**C. Cash, Cash Equivalents and Investments (Continued)**

- Foreign currency risk

In addition, other disclosures are specified including use of certain methods to present deposits and investments, highly sensitive investments, credit quality at year-end and other disclosures.

**D. Fair Value Measurement**

U.S. GAAP defines fair value, establishes a framework for measuring fair value, and establishes disclosures about fair value measurement. Investments, unless otherwise specified, are recorded at fair value in the Statements of Net Position, and are categorized based upon the level of judgment associated with the inputs used to measure their fair value. The levels of inputs are as follows:

Level 1 – Inputs are unadjusted, quoted prices for identical assets or liabilities in active markets at the measurement date.

Level 2 – Inputs, other than quoted prices included in Level 1, which are observable for the assets or liabilities through corroboration with market data at the measurement date.

Level 3 – Unobservable inputs that reflect management’s best estimate of what market participants would use in pricing the assets or liabilities at the measurement date.

Investments that don’t fit into one of the three levels of inputs are described as “uncategorized.”

**E. Leases**

The City is a lessor for leases of land and recognizes leases receivable and deferred inflows of resources in the financial statements. Variable payments based on future performance or usage of the underlying asset are not included in the measurement of the lease receivable.

At the commencement of a lease, the lease receivable is measured at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflows of resources are initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflows of resources are recognized as revenue over the life of the lease term in a systematic and rational method.

Key estimates and judgments include how the City determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The City uses the average of the LAIF rate and the incremental borrowing rate (IBR) provided by the City’s financial institutions at July 1, 2021 for existing leases or the current rate at the time a new lease is executed.
- The lease term includes the noncancelable period of the lease plus any option periods that are likely to be exercised.
- Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)**

**F. Inventories and Prepaid items**

Inventories are valued on an average-cost basis which is adjusted to annual physical counts or estimates under the consumption method of accounting and are recorded in the internal service funds. Prepaid items are items the City has paid in advance and will receive future benefit from.

**G. Restricted Assets**

Fiscal agents acting on behalf of the City hold investment funds placed in irrevocable IRS Section 115 pension and OPEB trusts. These funds are restricted by the trust agreements and are to be used only for pension and/or OPEB contributions or benefit payments.

**H. Interfund Transactions**

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either “due to/from other funds” or “advances to/from other funds” (i.e., the current portion of interfund loans). Any residual balances outstanding between the governmental activities and business-type activities are reported in the Governmental-Wide Financial Statements as “internal balances.”

**I. Capital Assets**

Capital assets are valued at historical cost or estimated historical cost if actual historical cost was not available. Donated capital assets are valued at their estimated acquisition value on the date donated. City policy has set the capitalization threshold for reporting capital assets at \$5,000 (including infrastructure assets). Depreciation is recorded on a straight-line basis over estimated useful lives of the assets as follows:

Buildings and improvements	10 -50 years
Machinery and equipment	2 -20 years
Infrastructure	25 -75 years
Radio rights	20 years

For all infrastructure systems, the City elected to use the basic approach for infrastructure reporting. The City defines infrastructure as the basic physical assets that allow the City to function. The assets include the streets, water purification and distribution system, sewer collection and treatment system, parks and recreation, lands and improvements, storm water conveyance system, and buildings combined with the site amenities such as parking and landscaped areas used by the City in the conduct of its business. Each major infrastructure system can be divided into subsystems. For example, the street system can be subdivided into pavement, curb and gutters, sidewalks, medians, streetlights, traffic control devices (signs, signals and pavement markings), landscaping and land.

These subsystems were not delineated in the basic financial statements. The appropriate operating department maintains information regarding the subsystems.

The governmental fund financial statements do not present capital assets but capital assets are shown in the Reconciliation of Governmental Funds Balance Sheet to the Government-Wide Statement of Net Position.

**J. Land Held for Resale**

Land held for resale is valued at the lower of cost or net realizable value. The reported amount is classified as nonspendable net position in the General Fund and in the Housing Special Revenue Fund.

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)**

***K. Compensated Absences***

In government-wide financial statements and the proprietary fund financial statements, compensated absences are recorded as expenses and liabilities as incurred.

In governmental fund financial statements, compensated absences are recorded as expenditures in the years paid, and it is the City's policy to liquidate any unpaid vacation, sick leave, or compensatory time at year-end from future resources rather than currently available and expendable resources. The General Fund and internal service funds are typically used to liquidate compensated absences.

***L. Long-Term Debt***

*Government-Wide Financial Statements*

Long-term debt and other financial obligations are reported as liabilities in the appropriate funds.

Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable premium or discount. Issuance costs are expensed when incurred.

*Fund Financial Statements*

The fund financial statements do not present long-term debt but long-term debt is shown in the Reconciliation of the Governmental Funds Balance Sheet to the Government-Wide Statement of Net Position.

***M. Property Taxes***

Property taxes are payable by property owners in two installments: November 1 and February 1 of each year. Property taxes become delinquent on December 10 and April 10, for the first and second installments, respectively. The lien date is January 1. The County of San Diego, California (County) bills and collects property taxes and remits them to the City according to a payment schedule established by the County.

Property tax revenue is recognized in the fiscal year for which the taxes have been levied, provided the taxes are received within 60 days after the end of the fiscal year. Property taxes received after this date are not considered available as a resource that can be used to finance the current year operations of the City and, therefore, are not recorded as revenue until collected. No allowance for doubtful accounts was considered necessary because the City participates in the California Teeter Plan whereby local agencies receive 100% of their current secured and unsecured tax levy in exchange for allowing the sponsoring county to retain all interest and penalties on any late property tax payments.

***N. Unearned Revenue***

Unearned revenue recorded in the Government-Wide Statement of Net Position for governmental activities and the governmental fund financial statements consists of federal and state capital grants, representing voluntary non-exchange transactions, for which advance payments have been received from the provider for which eligibility requirements, other than timing requirements, have not been satisfied.

Unearned revenue recorded in the Government-Wide Statement of Net Position for business-type activities and the proprietary fund financial statements generally consist of program fees collected from customers prior to the statement of net position date for recreation programs that begin in the next fiscal year or donations for capital or work projects, for which the related expenses have not yet been incurred.

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)**

**O. Pensions**

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the pension plans and additions to/deductions from the plans' fiduciary net position have been determined on the same basis as they are reported by the plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value. The following timeframes are used for pension reporting:

CalPERS:

Valuation Date	June 30, 2020
Measurement Date	June 30, 2021
Measurement Period	July 1, 2020 to June 30, 2021

Gains and losses related to changes in total pension liability and fiduciary net position are recognized in pension expense systematically over time. The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense. The amortization period differs depending on the source of the gain or loss. The difference between projected and actual earnings is amortized straight-line over five years. All other amounts are amortized straight-line over the average expected remaining service lives of all members that are provided with benefits (active, inactive, and retired) as of the beginning of the measurement period.

**P. Other Postemployment Benefits**

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the plan and additions to/deductions from the plan's fiduciary net position have been determined on the same basis as they are reported by the plan (Note 12).

The following timeframes are used for OPEB reporting:

Valuation Date	June 30, 2022
Measurement Date	June 30, 2022
Measurement Period	July 1, 2021 to June 30, 2022

**Q. Net Position**

In government-wide and proprietary fund financial statements, net position is categorized as follows:

Net Investment in Capital Assets – This component of net position consists of capital assets, net of accumulated depreciation, plus deferred outflows of resources attributable to their acquisition, reduced by the outstanding balances of debt that are attributable to the acquisition, construction, or improvement of those assets and deferred inflows of resources attributable to their acquisition.

Restricted – This component of net position consists of restricted assets reduced by liabilities and deferred inflows of resources related to those assets.

Unrestricted – This component of net position is the amount of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that are not included in the determination of net investment in capital assets or the restricted component of net position.

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)**

**R. Fund Balances**

In governmental fund financial statements, fund balances are categorized as follows:

Nonspendable – Items that cannot be spent because they are not in spendable form, such as prepaid items and inventories, or items that are legally or contractually required to be maintained intact, such as principal of an endowment or revolving loan funds.

Restricted – Restricted fund balances encompass the portion of net fund resources subject to externally enforceable legal restrictions. This includes externally imposed restrictions by creditors, such as through debt covenants, grantors, contributors, laws or regulations of other governments, as well as restrictions imposed by law through constitutional provisions or enabling legislation.

Committed – Committed fund balances encompass the portion of net fund resources, the use of which is constrained by limitations that the government imposes upon itself at its highest level of decision making, normally the governing body and that remain binding unless removed in the same manner. Adoption of a resolution by the City Council is required to commit resources or rescind the commitment. The action that constitutes the most binding constraint (i.e. ordinance) of the City’s highest level of decision-making authority, the City Council, commits fund balance for specific purposes. Commitments may be changed or lifted only by the City taking the same formal action that imposed the constraint originally.

Assigned – Assigned fund balances encompass the portion of net fund resources reflecting the government’s intended use of resources. Assignment of resources can be done by the highest level of decision making or by a committee or official designated for that purpose. The City Council has authorized the City Manager to determine and define the amount of assigned fund balances.

Unassigned – This amount is for any portion of the fund balances that do not fall into one of the above categories. The General Fund is the only fund that reports a positive unassigned fund balance amount. In other governmental funds, it is not appropriate to report a positive unassigned fund balance amount because all of the fund balance is assumed to be either nonspendable, restricted, committed, or assigned for the purposes of the respective funds. However, in other governmental funds, if expenditures incurred for specific purposes exceed the amounts that are restricted, committed, or assigned to those purposes, it may be necessary to report a negative unassigned fund balance in that fund.

**S. Spending Policy**

Government-Wide Financial Statements and the Proprietary Fund Financial Statements

When an expense is incurred for purposes for which both restricted and unrestricted net position are available, the City’s policy is to apply restricted net position first.

Governmental Fund Financial Statements

When expenditures are incurred for purposes where only unrestricted fund balances are available, the City uses the unrestricted resources in accordance with the City’s budget and the purposes for which the committed, assigned, and unassigned balances have been reported.

**T. Use of Estimates**

The preparation of basic financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts and disclosures. Actual results could differ from these estimates and assumptions.

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)**

**U. Accounting Changes**

*New Governmental Accounting Standards Implemented for the Year Ended June 30, 2022*

**GASB Statement No. 87**

In June 2017, GASB issued Statement No. 87, *Leases*. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain leased assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities. Application of this statement had a significant effect on the City's financial reporting. See Note 3.

**GASB Statement No. 89**

In June 2018, GASB issued Statement No. 89, *Accounting for Interest Cost Incurred before the End of a Construction Period*. This Statement establishes accounting requirements for interest cost incurred before the end of a construction period. Such interest cost includes all interest that previously was accounted for in accordance with the requirements of paragraphs 5–22 of Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*, which are superseded by this Statement. This Statement requires that interest cost incurred before the end of a construction period be recognized as an expense in the period in which the cost is incurred for financial statements prepared using the economic resources measurement focus. As a result, interest cost incurred before the end of a construction period will not be included in the historical cost of a capital asset reported in a business-type activity or enterprise fund. Application of this statement did not have a significant effect on the City's financial reporting.

**GASB Statement No. 92**

In January 2020, GASB issued Statement No. 92, *Omnibus 2020*. The primary objectives of this Statement are to enhance comparability in accounting and financial reporting and to improve consistency of authoritative literature by addressing practice issues that have been identified during implementation and application of certain GASB Statements. Application of this Statement did not have a significant effect on the City's financial statements for the fiscal year ended June 30, 2022.

**GASB Statement No. 93**

In March 2020, GASB issued Statement No. 93, *Replacement of Interbank Offered Rates*. Some governments have entered into agreements in which variable payments made or received depend on an interbank offered rate (IBOR)—most notably, the London Interbank Offered Rate (LIBOR). As a result of global reference rate reform, LIBOR is expected to cease to exist in its current form at the end of 2021, prompting governments to amend or replace financial instruments for the purpose of replacing LIBOR with other reference rates, by either changing the reference rate or adding or changing fallback provisions related to the reference rate. The objective of this Statement is to address those and other accounting and financial reporting implications that result from the replacement of an IBOR. Application of this Statement did not have a significant effect on the City's financial statements for the fiscal year ended June 30, 2022.

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)**

**U. Accounting Changes (Continued)**

New Governmental Accounting Standards Implemented for the Year Ended June 30, 2022 (Continued)

**GASB Statement No. 97**

In June 2020, GASB issued Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans – An Amendment of GASB Statements No. 14 and No. 84, and a Supersession of GASB Statement No. 32*. The primary objectives of this Statement are to (1) increase consistency and comparability related to the reporting of fiduciary component units in circumstances in which a potential component unit does not have a governing board and the primary government performs the duties that a governing board typically would perform; (2) mitigate costs associated with the reporting of certain defined contribution pension plans, defined contribution other postemployment benefit (OPEB) plans, and employee benefit plans other than pension plans or OPEB plans (other employee benefit plans) as fiduciary component units in fiduciary fund financial statements; and (3) enhance the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans (Section 457 plans) that meet the definition of a pension plan and for benefits provided through those plans. Application of this statement did not have a significant effect on the City’s financial reporting.

Upcoming Governmental Accounting Standards Implementation

**GASB Statement No. 91**

In May 2019, GASB issued Statement No. 91, *Conduit Debt Obligations*. The primary objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This Statement achieves those objectives by clarifying the existing definition of a conduit debt obligation; establishing that a conduit debt obligation is not a liability of the issuer; establishing standards for accounting and financial reporting of additional commitments and voluntary commitments extended by issuers and arrangements associated with conduit debt obligations; and improving required note disclosures. Application of this statement is effective for the City’s fiscal year ending June 30, 2023.

**GASB Statement No. 94**

In March 2020, GASB issued Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*. The primary objective of this Statement is to improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs). As used in this Statement, a PPP is an arrangement in which a government (the transferor) contracts with an operator (a governmental or nongovernmental entity) to provide public services by conveying control of the right to operate or use a nonfinancial asset, such as infrastructure or other capital asset (the underlying PPP asset), for a period of time in an exchange or exchange-like transaction. Application of this statement is effective for the City’s fiscal year ending June 30, 2023.

**GASB Statement No. 96**

In May 2020, GASB issued Statement No. 96, *Subscription-Based Information Technology Arrangements*. This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. Application of this statement is effective for the City’s fiscal year ending June 30, 2023.

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)**

**U. Accounting Changes (Continued)**

Upcoming Governmental Accounting Standards Implementation (Continued)

**GASB Statement No. 99**

In April 2022, GASB issued Statement No. 99, *Omnibus 2022*. The objectives of this Statement are to enhance comparability in accounting and financial reporting and to improve the consistency of authoritative literature by addressing (1) practice issues that have been identified during implementation and application of certain GASB Statements and (2) accounting and financial reporting for financial guarantees. Application of this statement is effective for the City’s fiscal year ending June 30, 2023.

**GASB Statement No. 100**

In June 2022, GASB issued Statement No. 100, *Accounting Changes and Error Corrections – an Amendment of GASB Statement No. 62*. The primary objective of this Statement is to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. Application of this statement is effective for the City’s fiscal year ending June 30, 2024.

**GASB Statement No. 101**

In June 2022, GASB issued Statement No. 101, *Compensated Absences*. The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. Application of this statement is effective for the City’s fiscal year ending June 30, 2025.

**Note 2 – Cash and Investments**

The following is a summary of pooled cash and investments, including cash and investments with fiscal agents at June 30, 2022.

	<b>Governmental Activities</b>	<b>Fiduciary Funds Statement of Net Position</b>	<b>Total</b>
Cash and investments	\$ 119,229,655	\$ 6,710,681	\$ 125,940,336
Restricted cash and investments:			
Section 115 pension trust	6,393,549	-	6,393,549
Section 115 OPEB trust	3,133,184	-	3,133,184
Held by fiscal agent	10,333	1,464	11,797
Total restricted cash and investments	9,537,066	1,464	9,538,530
<b>Total cash and investments</b>	<b>\$ 128,766,721</b>	<b>\$ 6,712,145</b>	<b>\$ 135,478,866</b>

Cash, cash equivalents and investments consisted of the following at June 30, 2022:

Petty cash	\$ 4,310
Deposits with financial institutions	26,904,702
Investments	99,031,324
Section 115 pension trust	6,393,549
Section 115 OPEB trust	3,133,184
Investments held by bond trustee	11,797
<b>Total cash and investments</b>	<b>\$ 135,478,866</b>



**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 2 – Cash and Investments (Continued)**

**A. Deposits**

The carrying amount of the City’s cash deposits were \$26,904,702 at June 30, 2022. Bank balances before reconciling items were \$28,869,633 at that date, the total amount of which was insured or collateralized with securities held by the pledging financial institutions in the City’s name as discussed below.

The California Government Code requires California banks and savings and loan associations to secure the City’s cash deposits by pledging securities as collateral. This Code states that collateral pledged in this manner shall have the effect of perfecting a security interest in such collateral superior to those of a general creditor. Thus, collateral for cash deposits is considered to be held in the City's name.

The market value of pledged securities must equal at least 110% of the City's cash deposits. California law also allows institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the City’s total cash deposits. The City may waive collateral requirements for cash deposits, which are fully insured up to \$250,000 by the Federal Deposit Insurance Corporation. The City, however, has not waived the collateralization requirements.

The City follows the practice of pooling cash and investments of all funds, except for funds required to be held by fiscal agents under the provisions of bond indentures. Interest income earned on pooled cash and investments is allocated on an accounting period basis to the various funds based on the period-end cash and investment balances. Interest income from cash and investments with fiscal agents is credited directly to the related fund.

**B. Investments**

*Investments Authorized by the California Government Code and the City’s Investment Policy*

The table below identifies the investment types that are authorized for the City by the California Government Code (or the City’s investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the City’s investment policy, where more restrictive) that address interest rate risk, credit risk, and concentration of credit risk. This table does not address investments of debt proceeds held by bond trustee that are governed by the provisions of debt agreements of the City, rather than the general provisions of the California Government Code or the City’s investment policy.

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio*	Maximum Investment in One Issuer
Bankers' Acceptances	180 days	40%	5%
Negotiable Certificates of Deposits	5 years	30%	5%
Commercial Paper	270 days	25%	5%
State and Local Agency Bond Issues	5 years	None	10%
US Treasury Obligations	5 years	None	None
US Agency Securities	5 years	None	None
Repurchase Agreement	90 days	None	10%
Reverse-Purchase Agreements	92 days	20%	10%
Medium-Term Corporate Notes	5 years	30%	10%
Federally Insured Time Deposits	5 years	None	10%
Money Market Mutual Funds	N/A	20%	10%
Local Agency Investment Fund (LAIF)	N/A	None	\$50 Million**
Investment Trust of California (CalTrust)	N/A	None	10%
San Diego County Pool Money Fund	None	None	None
Asset-Backed Securities	5 years	20%	20%
Supranationals	5 years	30%	10%

\* Excluding amounts held by bond trustee that are not subject to California Government Code restriction.

\*\* Maximum is \$50 million per account.

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 2 – Cash and Investments (Continued)**

**B. Investments (Continued)**

Investments Authorized by Debt Agreements

Investments of debt proceeds held by bond trustee are governed by provisions of the debt agreement rather than the general provisions of the California Government Code or the City’s investment policy. The table below identifies certain provisions of these debt agreements that address interest rate risk, credit risk, and concentration of credit risk.

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
US Treasury Obligations	None	None	None
US Agency Securities	None	None	None
Banker’s Acceptances	180 days	None	None
Commercial Paper	270 days	None	None
Money Market Mutual Funds	N/A	None	None
Investment Contracts	30 years	None	None
Certificates of Deposit	None	None	None
Repurchase Agreements	None	None	None
Mortgage Pass-Through Securities	None	None	None
State Bonds or Notes	None	None	None
Municipal Bonds or Notes	None	None	None
San Diego County Pool Money Fund	None	None	None
Asset-Backed Securities	5 years	20%	20%

**C. Fair Value Measurement**

As of June 30, 2022, the City’s investments had the following recurring fair value measurements:

Investment Type	Level 2	Uncategorized	Total	Percent of Total
LAIF	\$ -	\$ 27,717,499	\$ 27,717,499	25.53%
Money market funds	-	422,084	422,084	0.39%
San Diego County Investment Pool	-	35,690,692	35,690,692	32.87%
Supranational	1,521,635	-	1,521,635	1.40%
Asset-Backed Securities	2,240,299	-	2,240,299	2.06%
US Corporate	7,992,698	-	7,992,698	7.36%
US Treasury Obligations	15,416,450	-	15,416,450	14.20%
US Agency Securities	8,029,967	-	8,029,967	7.40%
Subtotal	35,201,049	63,830,275	99,031,324	91.21%
Held by fiscal agent:				
Section 115 pension trust	-	6,393,549	6,393,549	5.89%
Section 115 OPEB trust	-	3,133,184	3,133,184	2.89%
Money market funds	-	11,797	11,797	0.01%
Subtotal	-	9,538,530	9,538,530	8.79%
<b>Total Investments</b>	<b>\$ 35,201,049</b>	<b>\$ 73,368,805</b>	<b>\$ 108,569,854</b>	<b>100.00%</b>

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 2 – Cash and Investments (Continued)**

**C. Fair Value Measurement (Continued)**

Debt and equity securities classified in Level 1 are valued using prices quoted in active markets for those securities. Debt and equity securities classified in Level 2 are valued using the following approaches:

- U.S. Treasury Obligations, U.S. Corporate, U.S. Agency Securities, Supranationals, and Commercial Paper: quoted prices for identical securities in markets that are not active;
- Medium term notes: quoted prices for similar securities in active markets

**D. Risk Disclosures**

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity, the greater the sensitivity its fair value is to changes in market interest rates. As a means of limiting its exposure to fair value losses arising from rising interest rates, the City's investment policy provides that final maturities of securities cannot exceed five years, except as otherwise stated in the investment policy. Specific maturities of investments depend on liquidity needs.

As of June 30, 2022, the City had the following investments and maturities:

Investment Type	Fair Value	Investment Maturities				
		1 year or less	1 to 2 years	2-3 years	3-4 years	4-5 years
LAIF	\$ 27,717,499	\$ 27,717,499	\$ -	\$ -	\$ -	\$ -
Money market funds	422,084	422,084	-	-	-	-
San Diego County Investment Pool	35,690,692	35,690,692	-	-	-	-
Supranational	1,521,635	-	-	1,521,635	-	-
Asset-backed securities	2,240,299	-	189,433	1,395,205	564,911	90,750
US Corporate	7,992,698	1,218,644	2,241,390	1,686,520	1,293,003	1,553,141
US Treasury Obligations	15,416,450	-	2,820,559	2,102,437	6,489,519	4,003,935
US Agency Securities	8,029,967	1,833,981	4,460,033	1,590,968	144,985	-
Subtotal	99,031,324	66,882,900	9,711,415	8,296,765	8,492,418	5,647,826
Held by fiscal agent:						
Section 115 pension trust	6,393,549	6,393,549	-	-	-	-
Section 115 OPEB trust	3,133,184	3,133,184	-	-	-	-
Money market funds	11,797	11,797	-	-	-	-
Subtotal	9,538,530	9,538,530	-	-	-	-
<b>Total Investments</b>	<b>\$ 108,569,854</b>	<b>\$ 76,421,430</b>	<b>\$ 9,711,415</b>	<b>\$ 8,296,765</b>	<b>\$ 8,492,418</b>	<b>\$ 5,647,826</b>

The weighted average maturity of the portfolio was 1.80 years.

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 2 – Cash and Investments (Continued)**

**D. Risk Disclosures (Continued)**

Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. To be eligible to receive City money, a bank, savings association, federal association, or federally insured industrial loan company shall have received an overall rating of not less than "satisfactory" in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California's communities, including low-and-moderate-income neighborhoods.

The City's investments are rated by the nationally recognized statistical rating organizations as follows:

Investment Type	Fair Value	Moody's	Standard & Poor's
LAIF	\$ 27,717,499	Not Rated	Not Rated
Money Market Funds	422,084	Aaa	AAA
San Diego County Investment Pool	35,690,692	Not Rated	Not Rated
Supranational	1,521,635	Aaa	AAA
Asset-backed Securities	2,240,299	Various	Various
US Corporate	7,992,698	Various	Various
US Treasury Obligations	15,416,450	n/a	n/a
US Agency Securities	8,029,967	Aaa	AA+
Investment in Section 115 pension trust	6,393,549	Not Rated	Not Rated
Investment in Section 115 OPEB trust	3,133,184	Not Rated	Not Rated
Investments held by bond trustee	11,797	Not Rated	Not Rated
	\$ 108,569,854		

Custodial Credit Risk

Custodial credit risk is the risk that, in the event of the failure of the counter party, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. All securities, with the exception of LAIF and other pooled investments, are held by a third-party custodian (BNY Western Trust). BNY is a registered member of the Federal Reserve Bank.

Concentration of Credit Risk

The City's investment policy contains limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. Investments in any one issuer that represent 5% or more of total City's investments are as follows:

Issuer	Investment Type	Fair Value	Percentage
Local Agency Investment Fund (LAIF)	California Pooled Investment Fund	\$ 27,717,499	25.53%
US Agency Securities	Federal Agency Securities	8,029,967	7.40%
San Diego County Investment Pool	San Diego County Pooled Investment Fund	35,690,692	32.87%
US Treasury Obligations	US Treasury Obligations	15,416,450	14.20%
PARS Pension Trust	Investment in Section 115 pension trust	6,393,549	5.89%
US Corporate	Corporate Medium Term Notes	7,992,698	7.36%

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 2 – Cash and Investments (Continued)**

***E. Investments in Local Agency Investment Fund***

The City is a participant in LAIF which is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The City's investments in LAIF at June 30, 2022 included a portion of pool funds invested in Structure Notes and Asset-Backed Securities:

Structured Notes are debt securities (other than asset-backed securities) whose cash-flow characteristics (coupon rate, redemption amount, or stated maturity) depend upon one or more indices and/or that have embedded forwards or options.

Asset-Backed Securities, the bulk of which are mortgage-backed securities, entitle their purchasers to receive a share of the cash flows from pool of assets such as principal and interest repayments from a pool of mortgages (such as Collateralized Mortgage Obligations) or credit card receivables.

As of June 30, 2022, the City had \$27,717,499 invested in LAIF, which had invested 1.88% of the pool investment funds in Structured Notes and Asset-Back Securities. LAIF determines fair value on its investment portfolio based on market quotations for those securities where market quotations are readily available and based on amortized cost or best estimate for those securities where market value is not readily available. The City valued its investments in LAIF as of June 30, 2022, by multiplying its account balance with LAIF times a fair value factor determined by LAIF. This fair value factor was determined by dividing all LAIF participants' total aggregate amortized cost by total aggregate fair value. The fair value of the City's position in the pool is the same as the value of the pool shares. The credit quality rating of LAIF is unrated as of June 30, 2022.

***F. Investments in San Diego County Investment Pool***

The City also participates in the San Diego County Treasurer's Pooled Money Fund which is administered by the Treasurer-Tax Collector's Office. At June 30, 2022, the City had \$35,690,692 invested in the pool. The fair value of Commission's investment in the pool is reported at amounts based upon the City's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). Earnings realized on investments based on amortized cost are distributed to Investment Pool participants. Section 27013 of the California Government Code authorizes the Treasurer's Office to deduct administrative fees related to investments. The net realized earnings on investments are apportioned to the Investment Pool participants quarterly, based on the participants' average daily balances. The County's annual financial report for the Pool can be obtained from the Treasurer-Tax Collector at 1600 Pacific Highway, Room 162, San Diego, California, 92101 and can also be accessed at <http://www.sdtreastax.com>.

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 3 – Leases Receivable and Related Deferred Inflows of Resources**

The City leases land to third parties. Leases receivable consist of agreements with third parties for the “right-to-use” the underlying asset at various locations owned by the City. The remaining terms of the agreements range from one to 21 years. The calculated interest rates used match the City’s incremental borrowing rate at July 1, 2021.

For the fiscal year ended June 30, 2022, the City recognized \$509,912 in lease revenue and \$86,593 in interest revenue, and the outstanding receivable amount is \$3,559,741.

A summary of changes in leases receivable for the fiscal year ended June 30, 2022 is as follows:

Balance July 1, 2021 (as restated)	Additions	Reductions	June 30, 2022	Amounts due within one year	Amounts due in more than one year
\$ 4,001,898	\$ -	\$ (442,157)	\$ 3,559,741	\$ 404,518	\$ 3,155,223

As of June 30, 2022, the required payments for these leases, including interest, are:

Year Ending June 30	Leases Receivable	Interest	Total
2023	\$ 404,518	\$ 84,323	\$ 488,841
2024	420,457	74,108	494,565
2025	395,183	63,629	458,812
2026	381,226	54,154	435,380
2027	387,537	44,406	431,943
2028-2032	1,360,346	101,242	1,461,588
2033-2037	166,803	10,937	177,740
2038-2042	36,475	3,265	39,740
2043-2047	7,196	90	7,286
	<u>\$ 3,559,741</u>	<u>\$ 436,154</u>	<u>\$ 3,995,895</u>

As of June 30, 2022, the amounts reported as deferred inflows of resources will be recognized as lease revenue as follows:

Year Ending June 30	Total
2023	\$ 462,488
2024	453,004
2025	410,530
2026	380,192
2027	369,073
2028-2032	1,231,965
2033-2037	148,607
2038-2042	30,530
2043-2047	5,597
	<u>\$ 3,491,986</u>

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 4 – Loans Receivable**

**A. Government-Wide Financial Statements**

At June 30, 2022, the City had the following loans receivable, including principal and accrued interest:

Morgan Tower Housing Associates, LP	\$	14,801,109
Kimball Tower Housing Associates, LP		19,342,929
Copper Hills Apartments, LP		7,234,762
Plaza City Apartments, LP		3,422,000
Home Improvement Loan Program		31,215
First Time Home Buyers Program		2,935,297
Owner Occupied Loan Program		369,601
Rental Rehabilitation Loan Program		3,332,500
Paradise Creek, LP		5,819,113
Subtotal		57,288,526
Less: allowance for doubtful accounts		(12,017,819)
<b>Total</b>	<b>\$</b>	<b>45,270,707</b>

*Morgan Tower Housing Associates, LP*

On March 28, 2019, the Community Development Commission- Housing Authority of the City of National City sold 152 units (151 affordable units and 1 manager’s unit) of housing for low-income senior households located at 1415 D Avenue in National City to Morgan Tower Housing Associates, L.P., for \$33,800,000. The CDC-HA sold only the improvements and retained fee-simple ownership of the land through a 99 year-ground lease. The CDC-HA provided a seller carryback note totaling \$15,106,284. The note carries a 55-year term with interest compounding annually at 2.91% and has a mandatory annual payment of \$222,000 that increases by 3.50% per year following the base year. An additional annual payment will be made from 50% of residual receipts. At June 30, 2022, the outstanding balance was \$14,801,109.

*Kimball Tower Housing Associates, LP*

On March 28, 2019, the CDC-HA sold 151 units (149 affordable units and 2 manager’s units) of housing for low-income senior households located at 1317 D Avenue, National City to Kimball Tower Housing Associates, L.P., for \$28,800,000. The CDC-HA sold only the improvements and retained fee-simple ownership of the land through a 99 year-ground lease. The CDC-HA provided a seller carryback note totaling \$19,374,337. The note carries a 55-year term with interest compounding annually at 2.91% and has a mandatory annual payment of \$253,000 that increases by 3.50% per year following the base year. An additional annual payment will be made from 50% of residual receipts. At June 30, 2022, the outstanding balance was \$19,342,929.

*Copper Hills Apartment, LP*

In 1999, the Community Development Commission of the City of National City (CDC) entered into several loan agreements with Copper Hills Apartments, LP. CDC Residual Receipts Note dated February 19, 1999 disclosed a loan of \$2,400,000 with 3% interest per annum for 55 years, funded by the HOME Program and Low-and-Moderate-Income Housing Funds. A second and junior to the CDC Residual Receipts Note was made on June 3, 1999 for \$4,400,000, referred to as CDC Rehabilitation Note with 3% interest per annum for 55 years and funded by the Low-and-Moderate-Income Housing Fund (currently Housing Fund). These loans were made to acquire, develop, rehabilitate and operate the multi-family apartments located at “Q” Avenue in National City, CA. This project will contain 134 apartment dwelling units following rehabilitation and renovation. At June 30, 2022, the outstanding balance was \$7,234,762 with an associated contractual allowance of \$2,367,995.

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 4 – Loans Receivable (Continued)**

**A. Government-Wide Financial Statements (Continued)**

Plaza City Apartments, LP

The CDC of the City of National City entered into a Loan Agreement with Plaza City Apartments, LP on November 1, 2005 in the amount of \$2,700,000 with 3% interest per annum for 55 years. It was amended per Resolution No. 2006-202 dated September 19, 2006 which increased the loan amount by \$722,000 for a total of \$3,422,000. This loan will be used by the borrower to pay the balance of the purchase price and additional costs relating to the acquisition, demolition and development of certain real property located at 1535 Plaza Blvd., National City, CA. At June 30, 2022, the outstanding balance of loans made was \$3,422,000 with an associated contractual allowance of \$3,422,000.

Home Improvement Loan program

The City of National City Home Improvement Loan Program was administered by the Housing Authority and funded with Community Development Block Grant funds. The loan program provided loans to owners of single-family residences that wished to rehabilitate their property, providing for safe, decent, and sanitary housing throughout National City. The loan program provided favorable terms of repayment and stopped issuing loans in 2002. At June 30, 2022, the outstanding balance of the loans made was \$31,215.

First Time Home Buyers program

The City of National City First-Time Homebuyer Assistance Program is currently funded through HUD HOME Investment Partnerships Program and previously was also funded with the State of California Low- and Moderate-Income Housing Set-Aside funds. The Program is currently administered by Community Housing Works, a 501(c)3 affordable housing agency that offers equity share deferred home gap financing loans to qualified borrowers. At June 30, 2022, the outstanding balance of the loans made was \$2,935,297 with an allowance for doubtful accounts of \$2,935,297.

Owner Occupied Loan program

The City of National City Owner Occupied Loan Program is administered by the Housing Authority. The program provides loans to owners of single-family residences that wish to rehabilitate their property, providing for safe, decent, and sanitary housing throughout National City. Principal payment on the loans provided is deferred for 30 years. At June 30, 2022, the outstanding balance of the loans made was \$369,601 with an allowance for doubtful accounts of \$118,389.

Rental Rehabilitation program

The City of National City Rental Rehabilitation Loan Program is administered by the Housing Authority and funded through HUD HOME Investment Partnerships Program and the Low- and Moderate-Income Housing Asset Fund. The program offers gap financing to developers for the rehabilitation of multi-family complexes and also provides for long-term rental assistance to deed-restricted units. At June 30, 2022, the outstanding balance of loans made was \$3,332,500 with an allowance for doubtful accounts of \$3,174,138.



**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 4 – Loans Receivable (Continued)**

**A. Government-Wide Financial Statements (Continued)**

Paradise Creek, LP

On June 21, 2011, the Community Development Commission of the City of National City (“Commission”), and Paradise Creek Housing Partners, L.P. (the “Developer”) entered into an agreement (Disposition and Development Agreement) for the development of 201-unit affordable housing as Phase I and II of the Transit-Oriented Infill Affordable Housing and Paradise Creek Enhancement Project (the “Project”). The Commission, in order to make the Project financially feasible, agreed to make a loan to Developer for the amount of \$6,000,000 for Phase I of the Project. During 2016, the loan receivable was transferred from the Successor Agency to the City and was recorded as a special item. As of June 30, 2022, the note receivable amount is \$5,819,113. The Developer will repay the loan with ground lease income and residual receipts to the Community Development Commission-Housing Authority of the City of National City (“CDC-HA”).

**B. Fiduciary Fund Financial Statements**

At June 30, 2022, the Agency had the following loans receivable, including principal and accrued interest:

National City Mile of Cars	\$	326,402
First Time Home Buyers Program		2,500,000
		2,826,402
Subtotal		2,826,402
Less: allowance for doubtful accounts		(2,500,000)
<b>Total</b>	<b>\$</b>	<b>326,402</b>

National City Mile of Cars

In July 20, 2010, the Community Development Commission of the City of National City (“Commission”), and Mile of Cars Association (“Participant”) entered into an agreement (Freeway Sign Rehabilitation Loan Agreement) for the rehabilitation of existing equipment and improvements constituting the signage. The Commission agreed to loan to the Participant the amount of \$675,000 for said improvements. As of June 30, 2022, the note receivable amount was \$326,402. The Participant agreed to execute a promissory note to repay the Commission the full amount of the rehabilitation loan plus interest.

First Time Home Buyers program

The Commission’s First-Time Homebuyer Assistance Program was funded through the HUD HOME Investment Partnerships Program and State of California Low- and Moderate-Income Housing Set-Aside funds. The Program is currently administered by Community Housing Works, a 501(c)3 affordable housing agency that offers equity share deferred home gap financing loans to qualified borrowers. At June 30, 2022, the outstanding balance of the loans made was \$2,500,000 with an allowance for doubtful accounts applied for the full balance.

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 5 – Interfund Balances and Transactions**

**A. Due to/Due from other funds**

At June 30, 2022, interfund receivables and payables were as follows:

Receivable Fund	Payable Fund	Amount	Purpose
General Fund	Other Special Revenue Fund	\$ 5,665,091	Overdrawn Cash
General Fund	Non-Major Governmental Funds	202,394	Overdrawn Cash
	<b>Total</b>	<b>\$ 5,867,485</b>	

Current interfund balances arise in the normal course of operations to cover cash shortages and are expected to be repaid shortly after the end of the fiscal year.

**B. Transfers In/Out**

For the year ended June 30, 2022, interfund transfers were as follows:

Transfers In	Transfers Out	Amount	Purpose
Other Special Revenue Fund	General Fund	\$ 631,317	Operating subsidy
Library Fund	General Fund	903,737	Operating subsidy
Parks Maintenance Fund	General Fund	430,963	Operating subsidy
CDBG Fund	General Fund	12,143	Operating subsidy
Vehicle Replacement Reserve	General Fund	910,829	Vehicle purchases
	<b>Subtotal</b>	<b>2,888,989</b>	
General Fund	Other Special Revenue Fund	24,956	Overhead allocation
Nutrition Fund	Housing Authority Special Revenue Fund	526,641	Operating subsidy
	<b>Total</b>	<b>\$ 3,440,586</b>	

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 6 – Capital Assets**

**A. Governmental Activities**

A summary of changes in capital assets for governmental activities for the year ended June 30, 2022 is as follows:

	Balance July 1, 2021	Prior Period Adjustments (Note 15)	Additions	Deletions	Transfers/ Reclassifications	Balance June 30, 2022
<b>Capital assets, not being depreciated:</b>						
Land	\$ 25,147,009	\$ 450,000	\$ -	\$ -	\$ -	\$ 25,597,009
Right of way	4,245,088	-	-	-	-	4,245,088
Construction in progress	23,730,673	-	6,422,794	-	(1,347,402)	28,806,065
<b>Total capital assets, not being depreciated</b>	<b>53,122,770</b>	<b>450,000</b>	<b>6,422,794</b>	<b>-</b>	<b>(1,347,402)</b>	<b>58,648,162</b>
<b>Capital assets, being depreciated:</b>						
Buildings and improvements	62,469,402	800,000	-	-	-	63,269,402
Machinery and equipment	23,479,189	-	938,061	-	-	24,417,250
Infrastructure	163,596,968	(2,388,142)	-	(192,547)	1,347,402	162,363,681
Radio rights	1,270,763	-	-	-	-	1,270,763
<b>Subtotal</b>	<b>250,816,322</b>	<b>(1,588,142)</b>	<b>938,061</b>	<b>(192,547)</b>	<b>1,347,402</b>	<b>251,321,096</b>
<b>Less accumulated depreciation</b>						
Buildings and improvements	(36,013,167)	(800,000)	(2,437,653)	-	-	(39,250,820)
Machinery and equipment	(16,237,002)	-	(1,413,843)	-	-	(17,650,845)
Infrastructure	(78,496,687)	-	(3,520,186)	192,547	-	(81,824,326)
Radio rights	(317,690)	-	(63,538)	-	-	(381,228)
<b>Subtotal</b>	<b>(131,064,546)</b>	<b>(800,000)</b>	<b>(7,435,220)</b>	<b>192,547</b>	<b>-</b>	<b>(139,107,219)</b>
<b>Total capital assets, being depreciated</b>	<b>119,751,776</b>	<b>(2,388,142)</b>	<b>(6,497,159)</b>	<b>-</b>	<b>1,347,402</b>	<b>112,213,877</b>
<b>Total capital assets, net</b>	<b>\$ 172,874,546</b>	<b>\$ (1,938,142)</b>	<b>\$ (74,365)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 170,862,039</b>

Depreciation expense was charged to functions/programs as follows:

General government	\$ 1,080,594
Public safety	1,053,827
Transportation	3,648,698
Community development	16,379
Culture and leisure	584,748
Internal service funds	1,050,974
<b>Total depreciation expense</b>	<b>\$ 7,435,220</b>

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 6 – Capital Assets (Continued)**

**B. Fiduciary Funds Financial Statements**

A summary of changes in capital assets for fiduciary funds for the year ended June 30, 2022 is as follows:

	Balance July 1, 2021	Prior Period Adjustment (Note 15)	Additions	Deletions	Balance June 30, 2022
<b>Capital assets, not being depreciated:</b>					
Land	\$ 450,000	\$ (450,000)	\$ -	\$ -	\$ -
<b>Total capital assets, not being depreciated</b>	<b>450,000</b>	<b>(450,000)</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Capital assets, being depreciated:</b>					
Buildings	800,000	(800,000)	-	-	-
<b>Subtotal</b>	<b>800,000</b>	<b>(800,000)</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Less accumulated depreciation</b>					
Buildings	(800,000)	800,000	-	-	-
<b>Subtotal</b>	<b>(800,000)</b>	<b>800,000</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total capital assets, being depreciated</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total capital assets, net</b>	<b>\$ 450,000</b>	<b>\$ (450,000)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Depreciation expense for fiduciary fund financial statements for the year ended June 30, 2022 was \$0.

**Note 7 – Long-Term Debt**

**A. Governmental Activities**

A summary of changes in governmental activities long-term debt for the year ended June 30, 2022 is as follows:

	Balance June 30, 2021	Debt Issued	Debt Retired	Balance June 30, 2022	Classification	
					Due within One Year	Due in More Than One Year
<b>Long-term debt:</b>						
<b>Public offerings:</b>						
2012 General Obligation Bonds	\$ 2,790,000	\$ -	\$ (300,000)	\$ 2,490,000	\$ 315,000	\$ 2,175,000
Bond premium	11,233	-	(1,605)	9,628	-	9,628
Section 108 Bonds	1,690,000	-	(520,000)	1,170,000	565,000	605,000
2017 Clean Energy Bonds	1,800,000	-	-	1,800,000	-	1,800,000
2017 Lease Revenue Bonds	3,110,214	-	(176,433)	2,933,781	190,720	2,743,061
2021 Pension Obligation Bonds	-	83,895,000	-	83,895,000	2,565,000	81,330,000
Bond discount	-	(142,838)	-	(142,838)	-	(142,838)
<b>Private placements:</b>						
Notes payable	679,023	-	(128,435)	550,588	132,019	418,569
Lease liabilities	627,547	-	(147,908)	479,639	153,267	326,372
<b>Total long-term debt</b>	<b>\$ 10,708,017</b>	<b>\$ 83,752,162</b>	<b>\$ (1,274,381)</b>	<b>\$ 93,185,798</b>	<b>\$ 3,921,006</b>	<b>\$ 89,264,792</b>

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 7 – Long-Term Debt (Continued)**

**A. Governmental Activities (Continued)**

2012 General Obligation Refunding Bonds

The City issued \$4,885,000 of general obligation bonds, 2012 General Obligation Refunding Bonds, on August 1, 2012 to refund the 2002 General Obligation Bonds. No 2002 General Obligation Bonds remain outstanding. The bonds mature annually through August 1, 2028 in the amounts ranging from \$235,000 to \$395,000 beginning August 1, 2003. The interest of the bonds is payable semi-annually on each February 1 and August 1, commencing February 1, 2004. The interest rate of the bonds ranges from 2.00% to 3.500%. The bonds are payable solely from and secured by ad valorem taxes of all property subject to taxation by the City. The bonds are subject to optional and mandatory early redemption provisions. As of June 30, 2022, the outstanding balance is \$2,490,000.

The annual debt service requirements for the 2012 General Obligation Refunding Bonds outstanding at June 30, 2022 are as follows:

Year Ending June 30,	Principal	Interest	Total
2023	\$ 315,000	\$ 76,150	\$ 391,150
2024	330,000	66,475	396,475
2025	340,000	56,425	396,425
2026	355,000	45,556	400,556
2027	370,000	33,544	403,544
2028-2029	780,000	27,476	807,476
<b>Total</b>	<b>\$ 2,490,000</b>	<b>\$ 305,626</b>	<b>\$ 2,795,626</b>

Section 108 Bonds

The City issued \$6,900,000 of HUD 108 Bonds, Series A on August 7, 2003 to provide funds for the construction of a fire station. The bonds mature annually through 2024 in the amount ranging from \$170,000 to \$635,000 beginning in 2005. The interest on the bonds is payable semi-annually on each February 1 and August 1, commencing February 1, 2004. As of June 30, 2022, the outstanding balance is \$1,170,000.

The annual debt service requirements for the Section 108 Bonds outstanding at June 30, 2022 are as follows:

Year Ending June 30,	Principal	Interest	Total
2023	\$ 565,000	\$ 23,861	\$ 588,861
2024	605,000	8,470	613,470
<b>Total</b>	<b>\$ 1,170,000</b>	<b>\$ 32,331</b>	<b>\$ 1,202,331</b>

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 7 – Long-Term Debt (Continued)**

**A. Governmental Activities (Continued)**

2017 Clean Energy Bonds and 2017 Lease Revenue Bonds

In July 2017, the National City Joint Powers Financing Authority (“NCJPFA”), pursuant to a facilities lease and facilities sublease with the City of National City, issued \$1,800,000 of taxable clean renewable energy bonds under Section 54C(a) of the Internal Revenue Code and \$3,723,602 of tax-exempt bonds to finance the cost of an energy efficiency and renewable energy program under an Energy Services Agreement with Ameresco, Inc. The bonds were purchased by Banc of America Leasing & Capital, LLC. Principal and interest payments on the bonds are the responsibility of the City and are payable semi-annually on each December 1 and June 1, commencing December 1, 2017.

The annual debt service requirements for the 2017 taxable Clean Energy Bonds outstanding at June 30, 2022 are as follows:

Year Ending June 30,	Principal	Interest	Total
2023	\$ -	\$ 86,940	\$ 86,940
2024	84,635	85,923	170,558
2025	90,313	81,767	172,080
2026	95,961	77,334	173,295
2027	102,409	72,611	175,020
2028-2032	614,178	281,221	895,399
2033-2037	812,504	112,162	924,666
<b>Total</b>	<b>\$ 1,800,000</b>	<b>\$ 797,958</b>	<b>\$ 2,597,958</b>

The annual debt service requirements for the 2017 Lease Revenue Bonds outstanding at June 30, 2022 are as follows:

Year Ending June 30,	Principal	Interest	Total
2023	\$ 190,720	\$ 79,954	\$ 270,674
2024	120,936	75,151	196,087
2025	130,427	71,735	202,162
2026	140,375	68,055	208,430
2027	150,797	64,095	214,892
2028-2032	928,329	250,354	1,178,683
2033-2037	1,272,197	101,219	1,373,416
<b>Total</b>	<b>\$ 2,933,781</b>	<b>\$ 710,563</b>	<b>\$ 3,644,344</b>

2021 Pension Obligation Bonds

On November 16, 2021, the City issued the 2021 Taxable Pension Obligation Bonds in the amount of \$83,895,000 with an original issue discount of \$142,838. The purpose of the bonds was to refinance a portion of the City’s unfunded actuarial accrued liability with respect to its payment obligations to CalPERS. The bonds accrue interest rates between 0.384% and 3.423%. Interest on the bonds is payable semiannually on each May 1 and November 1, commencing November 1, 2022. Principal is payable in annual installments ranging from \$2,565,000 to \$6,220,000, commencing November 1, 2022 through November 1, 2042. The balance at June 30, 2022, was \$83,895,000.

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 7 – Long-Term Debt (Continued)**

**A. Governmental Activities (Continued)**

2021 Pension Obligation Bonds (Continued)

The annual debt service requirements for the 2021 Pension Obligation Bonds outstanding at June 30, 2022 are as follows:

Year Ending June 30,	Principal	Interest	Total
2023	\$ 2,565,000	\$ 3,164,428	\$ 5,729,428
2024	3,655,000	2,151,469	5,806,469
2025	3,680,000	2,120,767	5,800,767
2026	3,675,000	2,075,778	5,750,778
2027	3,680,000	2,018,296	5,698,296
2028-2032	18,755,000	8,931,693	27,686,693
2033-2037	19,870,000	6,331,574	26,201,574
2038-2042	21,795,000	3,003,597	24,798,597
2043	6,220,000	106,455	6,326,455
<b>Total</b>	<b>\$ 83,895,000</b>	<b>\$ 29,904,057</b>	<b>\$ 113,799,057</b>

**Notes Payable**

San Diego County Regional Communication System

In 2017, the County of San Diego and certain local governments, including the City, entered into an agreement for the implementation, governance, and cost for the Next Generation Regional Communication System (“RCS”). The NGRCS replaces, modernizes, and updates the old regional communication system, and provides effective and reliable voice radio communications for routine intra- and inter-agency operations as well as inter-agency communications throughout the region during mutual aid and disaster operations. The RCS includes the following subsystems: a trunked voice system, microwave backhaul network, and a conventional voice system. The City entered into a financing agreement with the County of San Diego to pay for a share of backbone infrastructure cost of the new system. The amount financed for this project was \$1,270,762 at an annual interest rate of 2.79% for a total cost of \$1,473,799. Beginning June 1, 2017, and each year thereafter for ten years, the City will make an annual payment of \$147,380 to the County.

The annual debt service requirements for the San Diego County RCS Notes Payable outstanding at June 30, 2022 are as follows:

Year Ending June 30,	Principal	Interest	Total
2023	\$ 132,019	\$ 15,361	\$ 147,380
2024	135,702	11,678	147,380
2025	139,488	7,892	147,380
2026	143,379	4,001	147,380
<b>Total</b>	<b>\$ 550,588</b>	<b>\$ 38,932</b>	<b>\$ 589,520</b>

**Lease Liabilities**

	Balance July 1, 2021	Debt Issued	Debt Retired	Balance June 30, 2022	Classification	
					Due within One Year	Due in More Than One Year
Honeywell Lease	\$ 622,162	\$ -	\$ (144,258)	\$ 477,904	\$ 151,532	\$ 326,372
Fleet Vehicle Lease - general	5,385	-	(3,650)	1,735	1,735	-
<b>Total</b>	<b>\$ 627,547</b>	<b>\$ -</b>	<b>\$ (147,908)</b>	<b>\$ 479,639</b>	<b>\$ 153,267</b>	<b>\$ 326,372</b>

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 7 – Long-Term Debt (Continued)**

**A. Governmental Activities (Continued)**

**Lease Liabilities (Continued)**

Honeywell Lease

A fifteen-year contract was entered into on March 16, 2010 for various energy efficiency improvements, such as the installation of a new cooling tower with variable speed fans (Civic Center), boiler replacement (Civic Center and Police Station), VFD (Police Station), and rooftop package unit replacement (Public Works, Police Station and MLK Community Center). Quarterly payments in arrears of principal and interest are \$43,101. The final payment will be made in 2025. The balance at June 30, 2022 on this contract was \$477,904.

The future minimum lease obligation and the net present value of these minimum lease payments as of June 30, 2022, are as follows:

Year Ending June 30,	Principal	Interest	Total
2023	\$ 151,532	\$ 20,873	\$ 172,405
2024	159,172	13,232	172,404
2025	167,200	5,205	172,405
<b>Total</b>	<b>\$ 477,904</b>	<b>\$ 39,310</b>	<b>\$ 517,214</b>

Enterprise Car Lease

A ten-year contract was entered into during 2015 with Enterprise Fleet Management, Inc. to lease approximately 74 vehicles for City-use with each vehicle having a five-year payment plan. The balance at June 30, 2022 was \$1,735.

The future minimum lease obligation and the net present value of these minimum lease payments as of June 30, 2022, are as follows:

Year Ending June 30,	Principal	Interest	Total
2023	\$ 1,735	\$ 32	1,767
<b>Total</b>	<b>\$ 1,735</b>	<b>\$ 32</b>	<b>\$ 1,767</b>

**B. Fiduciary Funds**

A summary of changes in fiduciary funds long-term debt for the year ended June 30, 2022 is as follows:

	Balance July 1, 2021	Debt Issued	Debt Retired	Balance June 30, 2022	Classification	
					Due within One Year	Due in More Than One Year
2017A Tax Allocation Refunding Bonds	\$ 36,998,000	\$ -	\$ (2,923,000)	\$ 34,075,000	\$ 2,996,000	\$ 31,079,000
2017B Tax Allocation Refunding Bonds	2,069,000	-	(208,000)	1,861,000	212,000	1,649,000
<b>Total</b>	<b>\$ 39,067,000</b>	<b>\$ -</b>	<b>\$ (3,131,000)</b>	<b>\$ 35,936,000</b>	<b>\$ 3,208,000</b>	<b>\$ 32,728,000</b>



**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 7 – Long-Term Debt (Continued)**

**B. Fiduciary Funds (Continued)**

2017 Series A and B Tax Allocation Refunding Bonds

In September 2017, the Successor Agency to the Community Development Commission as the National City Redevelopment Agency issued \$45,874,000 in Tax Allocation Refunding Bonds, Series 2017A, and \$2,669,000 in Tax Allocation Refunding Bonds, Series 2017B, to redeem the 2005B and 2011 Tax Allocation Bonds and the 1999 Tax Allocation Housing Bonds, respectively. The 2017 Series A bonds mature on August 1, 2032, and bear an interest rate of 2.49% per annum. The 2017 Series B bonds mature on August 1, 2029, and bear an interest rate of 2.36% per annum. Principal is payable annually on August 1 for both series of bonds. Interest is payable semi-annually for both series of bonds on February 1 and August 1. The aggregate debt service payments of the new debt are \$9,877,886 less than the old debt. The issuance of the new debt and refunding of the old debt resulted in an economic gain (the difference between the net present value of the old debt and the new debt service payments) of approximately \$9,497,037.

The annual debt service requirements for the 2017 Series A Tax Allocation Bonds outstanding at June 30, 2022 are as follows:

Year Ending June 30,	Principal	Interest	Total
2023	\$ 2,996,000	\$ 811,242	\$ 3,807,242
2024	3,065,000	735,783	3,800,783
2025	3,139,000	658,543	3,797,543
2026	3,216,000	579,423	3,795,423
2027	2,949,000	502,669	3,451,669
2028-2032	15,469,000	1,387,092	16,856,092
2033	3,241,000	40,389	3,281,389
<b>Total</b>	<b>\$ 34,075,000</b>	<b>\$ 4,715,141</b>	<b>\$ 38,790,141</b>

The annual debt service requirements for the 2017 Series B Tax Allocation Bonds outstanding at June 30, 2022 are as follows:

Year Ending June 30,	Principal	Interest	Total
2023	\$ 212,000	\$ 41,418	\$ 253,418
2024	221,000	36,308	257,308
2025	224,000	31,057	255,057
2026	232,000	25,677	257,677
2027	234,000	20,178	254,178
2028-2030	738,000	26,410	764,410
<b>Total</b>	<b>\$ 1,861,000</b>	<b>\$ 181,048</b>	<b>\$ 2,042,048</b>

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 7 – Long-Term Debt (Continued)**

**B. Fiduciary Funds (Continued)**

Pledged Revenues

The Successor Agency has pledged tax revenues to the repayment of the RDA’s debts transferred to it on February 1, 2012 through the final maturity of the Bonds, or early retirement of the Bonds, whichever comes first.

Tax revenues consist of property tax revenues allocated to the Redevelopment Property Tax Trust Fund (RPTTF) for the Successor Agency that is maintained by the County of San Diego Auditor and Controller. The amounts so allocated are those that would have been allocated to the RDA had the RDA not been dissolved. The Auditor and Controller (A&C) then distributes RPTTF revenues to the Successor Agency based on Recognized Obligation Payment Schedules (ROPS) as approved by the California State Department of Finance (DOF) and after deducting amounts for A&C administrative costs and amounts required to be paid under tax-sharing agreements unless the payment of such amounts has been subordinated to payment of debt services on the Bonds. Each ROPS covers a one fiscal year period and includes the applicable debt service payments on the Bonds.

In fiscal year 2022, property tax revenue in the amount of \$25,844,720 was deposited to the RPTTF for the Successor Agency. After deductions for County administrative fees and pass-through payments, the RPTTF revenue available for distribution to the Successor Agency was \$19,837,688. The actual amount of RPTTF revenue authorized by the State Department of Finance to be distributed to the Successor Agency was \$3,485,844. This distribution took into account previously allocated, but unspent RPTTF in previous ROPS periods and did not affect the ability of the Successor Agency to meet its debt service obligation. Total debt service for all Tax Allocation Refunding Bonds (TARBs) in fiscal year 2022 was \$4,062,237, 20% of the RPTTF revenue available for distribution to the Successor Agency. Beyond fiscal year 2022 and through final maturity in fiscal year 2033, these annual payments will gradually decline from \$4.1 million in fiscal year 2023 to \$3.3 million in fiscal year 2033. The percentage of available RPTTF required for debt service will also gradually drop as total payments decrease and the amount of available RPTTF increases because of expected growth in assessed values attributable to the former redevelopment area.

**Note 8 – Compensated Absences**

A summary of changes in compensated absences for the year ended June 30, 2022 is as follows:

	Balance			Balance June 30, 2022	Classification	
	July 1, 2021	Additions	Deletions		Due within One Year	Due in More Than One Year
Compensated Absences	\$ 3,847,861	\$ 1,963,250	\$ (1,827,398)	\$ 3,983,713	\$ 1,827,398	\$ 2,156,315
<b>Total</b>	<b>\$ 3,847,861</b>	<b>\$ 1,963,250</b>	<b>\$ (1,827,398)</b>	<b>\$ 3,983,713</b>	<b>\$ 1,827,398</b>	<b>\$ 2,156,315</b>

The City’s liability for vested and unpaid compensated absences (accrued vacation, sick leave, and compensatory time) was \$3,983,713 at June 30, 2022. For the governmental activities compensated absences are generally liquidated by the General Fund.

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 8 – Compensated Absences (Continued)**

Compensated absences at June 30, 2022 are obligations of the following funds:

General Fund	\$ 3,874,120
Facilities Maintenance	31,140
Liability Insurance	5,062
Information Systems Maintenance	38,335
Motor Vehicle Services	35,056
<b>Total</b>	<b>\$ 3,983,713</b>

**Note 9 – Other Required Fund Disclosures**

At June 30, 2022, the following funds had deficit fund equity:

Fund Type	Funds	Deficit
Special Revenue Fund	CDBG	\$ (210,125)
Internal Service Fund	Facilities Maintenance	\$ (231,297)
Fiduciary Fund	Successor Agency To the Community Development Commission of National City Private-Purpose Trust Fund	\$ (26,678,866)

**CDBG Special Revenue Fund** – The CDBG Special Revenue Fund had a deficit of \$(210,125) resulting from program expenses for the year ended June 30, 2021 exceeding revenues. The deficit has decreased in 2022 and will be eliminated via future funding drawdowns from HUD/CDBG programs.

**Facilities Maintenance Internal Service Fund** – The Facilities Maintenance Internal Service Fund had a deficit of \$(231,297) resulting from a loss of \$475,961 for the year ended June 30, 2022. The deficit will be eliminated via increased charges for services in future years.

**The Successor Agency to the Community Development Commission as the National City Redevelopment Agency (the “Successor Agency”) Private-Purpose Trust Fund** - The Successor Agency to the Community Development Commission as the National City Redevelopment Agency Private-Purpose Trust Fund had an accumulated deficit of \$(26,678,866). The deficit will be eliminated over the next ten years through revenues received from the RPTTF to pay for debt service on the 2017 Series A and B Tax Allocation Refunding Bonds.

**Governmental Activities** - At June 30, 2022, the City had an unrestricted net position deficit of \$(41,399,785) on the Statement of Activities. This deficit incorporates the calculations resulting from the implementation of GASB Statement 68 (Net Pension Liability) in fiscal year 2015 and the implementation of GASB Statement 75 (Total OPEB Liability) in 2017. The City is addressing the portion of the deficit attributable to the GASB 68 reporting requirements through meeting its annual required pension contributions to CalPERS and has established an IRS Section 115 pension trust. In addition, in November 2021, the City issued pension obligation bonds and delivered the proceeds to CalPERS to pay off approximately \$83,260,000 of the City’s anticipated unfunded liability. The City is addressing the OPEB liability by establishing an IRS Section 115 OPEB trust for approximately half of the liability while continuing to budget and pay for annual OPEB costs out of current resources.

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 10 – Self-Insurance Accrued Liabilities**

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; natural disasters; and workers’ compensation claims. A self-insurance (internal service) fund is used to account for the City’s insurance programs. Operating revenues of this fund represent payments from other City funds and are based upon estimated umbrella insurance premium expenses, self-insurance losses and other operating expenses.

The San Diego Pooled Insurance Program Authority (SANDPIPA) a joint powers authority (JPA), of which the City was a member, ceased operations on June 30, 2016. On July 1<sup>st</sup>, 2016 the City became self-insured for General Liability claims up to \$250,000. This means that the City pays all claims up to \$250,000 directly from City funds. Claims between the self-insured retention (SIR) of \$250,000 up to \$5,000,000 are covered by Public Risk Innovation, Solutions and Management (formerly California State Association of Counties - Excess Insurance Authority). The next layer of coverage is the Excess Layer which provides \$20,000,000 and the final layer of coverage is the Optional Layer which provides \$25,000,000. The total amount of coverage for the General Liability Program is \$50,000,000. PRISM is located in Folsom, California. All the coverages are administered by PRISM.

The City is completely self-insured for unemployment claims.

The City is self-insured for Workers’ Compensation claims up to \$500,000 per occurrence. Claims between the self-insured retention level of \$500,000 and \$5,000,000 are covered by PRISM which is reinsured by Great American. Claims in excess of \$5,000,000 up to \$50,000,000 are covered by PRISM which is reinsured by ACE American Insurance Company. Any statutory benefit in excess of \$50,000,000 is covered by Liberty Insurance Corporation. There is no statutory limit for benefits paid on Workers’ Compensation claims.

During the current year, there were no significant reductions in insurance coverage from the prior year. For each of the past three fiscal years, the settlements have not exceeded the City’s insurance coverage.

At June 30, 2022, the City had an accrued amount of \$10,966,000 of workers’ compensation and general liability claims representing estimates of amounts to be paid for actual and incurred but not reported claims based upon past experience, modified for current trends and information. Allocated claim adjustment expenses are included in claim liabilities. While the ultimate amount of losses incurred through June 30, 2022 is dependent on future developments, based upon information from the City Attorney, outside counsel and others involved with the administration of the programs, City management believes that the aggregate accrual is adequate to cover such losses. For the past three years, no settlements or claims payments have exceeded the amount of the applicable coverage. For the past two fiscal years, the changes in the City’s liability for claims payable are summarized as follows:

The aggregate change in the balance of claims payable as recorded in the Governmental Activities were as follows:

	<u>2022</u>	<u>2021</u>	<u>2020</u>
Claims liabilities - beginning balance	\$ 11,948,000	\$ 11,356,000	\$ 10,568,000
Incurred claims, representing the total of a provision for events of the current fiscal year and any change in the provision for events of prior fiscal years	57,029	2,207,426	4,567,696
Payments on claims attributable to events of both the current fiscal year and prior fiscal years	<u>(1,039,029)</u>	<u>(1,615,426)</u>	<u>(3,779,696)</u>
Claims liabilities - ending balance	<u>\$ 10,966,000</u>	<u>\$ 11,948,000</u>	<u>\$ 11,356,000</u>

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 11 – Pension Plans**

**A. Summary**

Net Pension Liability

Aggregate Net Pension Liability is reported in the accompanying Statement of Net Position as follows:

	Net Pension Liability
Miscellaneous Plan	\$ 24,045,221
Safety Plan	53,602,936
<b>Total</b>	<b>\$ 77,648,157</b>

Deferred Outflows of Resources

Deferred Outflows of Resources are reported in the accompanying Statement of Net Position as follows:

	Deferred employer pension contributions made after measurement date	Changes in experience	Total pension-related deferred outflows
Miscellaneous Plan	\$ 31,299,368	\$ 793,641	\$ 32,093,009
Safety Plan	64,869,673	1,078,100	65,947,773
<b>Total</b>	<b>\$ 96,169,041</b>	<b>\$ 1,871,741</b>	<b>\$ 98,040,782</b>

Deferred Inflows of Resources

Deferred Inflows of Resources are reported in the accompanying Statement of Net Position as follows:

	and actual earnings on pension plan investments	Differences between expected and actual experience	Total pension-related deferred inflows
Miscellaneous Plan	\$ 11,466,525	\$ -	\$ 11,466,525
Safety Plan	16,574,828	8,401	16,583,229
<b>Total</b>	<b>\$ 28,041,353</b>	<b>\$ 8,401</b>	<b>\$ 28,049,754</b>

Pension Expense

Pension expenses are included in the accompanying Statement of Revenues, Expenses, and Changes in Net Position as follows:

	Pension Expense
Miscellaneous Plan	\$ 1,352,172
Safety Plan	4,149,870
<b>Total</b>	<b>\$ 5,502,042</b>

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 11 – Pension Plans (Continued)**

***B. CalPERS Pension Plans***

*Plan Description*

Substantially all City employees working the equivalent of 1,000 hours or more per fiscal year are eligible to participate in the Safety Plan and Miscellaneous Plan Agent multiple-employer defined benefit plans administered by California Public Employees Retirement System (CalPERS), which acts as a common investment and administrative agent for its participating member employers. Benefit Provisions under the Plans are established by State statutes within the Public Employee's Retirement Law. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website. Copies of the CalPERS annual financial report may be obtained from the CalPERS Executive Office – 400 P Street, Sacramento, CA 95814.

*Benefits Provided*

CalPERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. A classic CalPERS member or PEPRSA Safety member becomes eligible for Service Retirement upon attainment of age 55 with at least 5 years of credited service. PEPRSA miscellaneous members become eligible for service retirement upon attainment of age 62 with at least 5 years of service. The service retirement benefit is a monthly allowance equal to the product of the benefit factor, years of service, and final compensation. The final compensation is the monthly average of the member's highest 36 or 12 consecutive months' fulltime equivalent monthly pay. Retirement benefits for classic miscellaneous employees are calculated as 2% to 2.7% of the average final 12 months compensation. Retirement benefits for PEPRSA miscellaneous employees are calculated as 2% of the average final 36 months compensation. Retirement benefits for classic safety employees are calculated as 3% of the average final 12 months compensation. Retirement benefits for PEPRSA safety employees are calculated as 2%-3% of the average final 36 months compensation.

Participants are eligible for non-industrial disability retirement if they become disabled and have at least five years of credited service. There is no special age requirement. The standard non-industrial disability retirement benefit is a monthly allowance equal to 1.8 percent of final compensation, multiplied by service.

Industrial disability benefits are not offered to miscellaneous employees. The City provides industrial disability retirement benefit to safety employees. The industrial disability retirement benefit is a monthly allowance equal to 50% of final compensation.

An employee's beneficiary may receive the basic death benefit if the employee dies while actively employed. The employee must be actively employed with the City to be eligible for this benefit. An employee's survivor who is eligible for any other pre-retirement death benefit may choose to receive that death benefit instead of this basic death benefit. The basic death benefit is a lump sum in the amount of the employee's accumulated contributions, where interest is currently credited at 7.5 percent per year, plus a lump sum in the amount of one month's salary for each completed year of current service, up to a maximum of six months' salary. For purposes of this benefit, one month's salary is defined as the member's average monthly full-time rate of compensation during the 12 months preceding death.

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 11 – Pension Plans (Continued)**

**B. CalPERS Pension Plans (Continued)**

Benefits Provided (Continued)

Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree's designated survivor(s), or to the retiree's estate.

Benefit terms provide for annual cost-of-living adjustments to each employee's retirement allowance. Beginning the second calendar year after the year of retirement, retirement and survivor allowances will be annually adjusted on a compound basis by two percent.

**Employees Covered** – At June 30, 2020, the valuation date, the following employees were covered by the benefit terms for each plan:

	<u>Miscellaneous</u>	<u>Safety</u>
Active employees	179	116
Transferred and terminated employees	242	81
Retired employees and beneficiaries	313	244

**Contributions** – Section 20814(c) of the California Public Employees' Retirement Law ("PERL") requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year (the "normal cost" rate), with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined normal cost rate and the contribution rate of employees. For the measurement period ended June 30, 2021, the average active miscellaneous and safety employee contribution rates were 8% and 9% of annual pay, respectively, and the employer's normal cost contribution rates were 11.52% and 21.37% of miscellaneous and safety employee annual payroll, respectively. The employer pays the annual amount required to address the plan's unfunded accrued liability.

For the year ended June 30, 2022, the employer contributions, including for the unfunded accrued liability, were:

	<u>Miscellaneous</u>	<u>Safety</u>	<u>Aggregate Total</u>
Contributions - employer	\$ 31,299,368	\$ 64,869,673	\$ 96,169,041

Net Pension Liability

The City's net pension liability is measured as the total pension liability, less the pension plan's fiduciary net position. The net pension liability of the Plan is measured as of June 30, 2021, using an annual actuarial valuation as of June 30, 2020 rolled forward to June 30, 2021 using standard update procedures. A summary of principal assumptions and methods used to determine the net pension liability is shown below.

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 11 – Pension Plans (Continued)**

**B. CalPERS Pension Plans (Continued)**

Net Pension Liability (Continued)

**Actuarial Assumptions** – The total pension liabilities in the June 30, 2020 actuarial valuations were determined using the following actuarial assumptions:

Actuarial Cost Method	Entry Age Normal
Actuarial Assumptions:	
Discount Rate	7.15%
Inflation	2.500%
Salary Increases	Varies by Entry Age and Service
Investment Rate of Return	7.00% net of pension plan investment and administrative expenses; includes Inflation
Mortality Rate Table	Derived using CalPERS' Membership Data for all Funds. The mortality table used was developed based on CalPERS' specific data. The table includes 20 years of mortality improvements using Society of Actuaries Scale BB.
Post Retirement Benefit Increase	Contract COLA up to 2.75% until Purchasing Power Protection Allowance Floor on Purchasing Power applies, 2.75% thereafter.

The underlying mortality assumptions and all other actuarial assumptions used in the June 30, 2020 valuations were based on the results of a January 2015 actuarial experience study for the period 1997 to 2014. Further details of the Experience Study can be found on the CalPERS website.

**Change of Assumption**

In accordance with GASB 68, the long-term expected rate of return should be determined net of pension plan investment expense but without reduction for pension plan administrative expense. The discount rate was changed from 7.5% (net of administrative expense in 2014) to 7.65% as of the June 30, 2015 measurement date to correct the adjustment which previously reduced the discount rate for administrative expenses. The discount rate was also changed from 7.65% as of the June 30, 2015 measurement date to 7.15% as of the June 30, 2016 measurement date. The CalPERS Board has approved reducing the discount rate to 7.00% for the 2021 actuarial valuation date.

**Discount Rate** – The discount rate used to measure the total pension liability was 7.15 percent. To determine whether the municipal bond rate should be used in the calculation of the discount rate for each plan, CalPERS stress tested plans that would most likely result in a discount rate that would be different from the actuarially assumed discount rate. The tests revealed the assets would not run out. Therefore, the current 7.15 percent discount rate is appropriate and the use of the municipal bond rate calculation is not deemed necessary. The long-term expected discount rate of 7.15 percent is applied to all plans in the Public Employees' Retirement Fund (PERF). The cash flows used in the testing were developed assuming that both members and employers will make their required contributions on time and as scheduled in all future years. The stress test results are presented in a detailed report called "GASB Crossover Testing Report" that can be obtained at CalPERS website under the GASB 68 section. In November 2021, the CalPERS Board approved a 6.8% discount rate to go into effect for actuarial valuations and determination of actuarially determined contributions on July 1, 2021.



**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 11 – Pension Plans (Continued)**

**B. CalPERS Pension Plans (Continued)**

Net Pension Liability (Continued)

The long-term expected rate of return on pension plan investments was determined using a building block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. In determining the long-term expected rate of return, staff took into account both short-term and long-term market return expectations as well as the expected pension fund (PERF) cash flows. Taking into account historical returns of all the Public Employees Retirement Funds' asset classes (which includes the agent plan and two cost-sharing plans or PERF A, B, and C funds), expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each PERF fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and rounded down to the nearest quarter of one percent.

The table below reflects long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These geometric rates of return are net of administrative expenses.

The long-term expected rate of return by asset class for the measurement period ended June 30, 2021 was as follows:

Asset Class	New Strategic Allocation	Real Return Years 1-10 <sup>1</sup>	Real Return Years 11+ <sup>2</sup>
Global Equity	50.00%	4.80%	5.98%
Fixed Income	28.00%	1.00%	2.62%
Inflation Assets	0.00%	0.77%	1.81%
Private Equity	8.00%	6.30%	7.23%
Real Assets	13.00%	3.75%	4.93%
Liquidity	1.00%	0.00%	-0.92%
	<u>100%</u>		

<sup>1</sup>An expected inflation of 2.0% used for this period

<sup>2</sup>An expected inflation of 2.92% used for this period

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 11 – Pension Plans (Continued)**

**B. CalPERS Pension Plans (Continued)**

Changes in the Net Pension Liability

The following table shows the changes in net pension liability recognized over the measurement period:

	<b>Miscellaneous Plan</b>		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
Balance at June 30, 2020 (Valuation Date)	\$ 141,289,184	\$ 102,326,786	\$ 34,932,328
Changes in the year:			
Service cost	2,104,183	-	2,104,183
Interest on the total pension liability	9,982,628	-	9,982,628
Differences between expected and actual experience	909,313	-	909,313
Benefit payments, including refunds of members contributions	(7,266,866)	(7,266,866)	-
Contributions - employer	-	4,120,557	(4,120,557)
Contributions - employees	-	859,274	(859,274)
Net investment income	-	23,035,688	(23,035,688)
Administrative expenses	-	(102,218)	102,218
Net changes	5,729,258	20,646,435	(14,917,177)
Balance at June 30, 2021 (Measurement Date)	<u>\$ 147,018,442</u>	<u>\$ 122,973,221</u>	<u>\$ 24,045,221</u>

	<b>Safety Plan</b>		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
Balance at June 30, 2020 (Valuation Date)	\$ 220,732,894	\$ 145,910,227	\$ 67,958,381
Changes in the year:			
Service cost	4,028,937	-	4,028,937
Interest on the total pension liability	15,639,864	-	15,639,864
Changes of assumptions	-	-	-
Differences between expected and actual experience	1,427,840	-	1,427,840
Benefit payments, including refunds of members contributions	(10,871,690)	(10,871,690)	-
Plan to plan resource movement	-	-	-
Contributions - employer	-	7,850,354	(7,850,354)
Contributions - employees	-	1,488,276	(1,488,276)
Net investment income	-	33,123,497	(33,123,497)
Administrative expenses	-	(145,755)	145,755
Net changes	10,224,951	31,444,682	(21,219,731)
Balance at June 30, 2021 (Measurement Date)	<u>\$ 230,957,845</u>	<u>\$ 177,354,909</u>	<u>\$ 53,602,936</u>

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 11 – Pension Plans (Continued)**

**B. CalPERS Pension Plans (Continued)**

Changes in the Net Pension Liability (Continued)

**Sensitivity of the Aggregate Net Pension Liability to Changes in the Discount Rate** - The following presents the City’s net pension liability, calculated using the discount rate, as well as what the City’s net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	<b>Plan's Aggregate Net Pension Liability/(Asset)</b>		
	<b>Discount Rate - 1%</b> <b>(6.15%)</b>	<b>Current Discount</b> <b>Rate (7.15%)</b>	<b>Discount Rate + 1%</b> <b>(8.15)</b>
<b>Miscellaneous Plan</b>	\$ 42,792,978	\$ 24,045,221	\$ 8,503,393
<b>Safety Plan</b>	\$ 84,816,902	\$ 53,602,936	\$ 27,997,749
<b>Aggregate Total</b>	\$ 127,609,880	\$ 77,648,157	\$ 36,501,142

**Pension Plan Fiduciary Net Position** – Detailed information about each pension plan’s fiduciary net position is available in the separately issued CalPERS financial reports.

Pension Expense and Deferred Outflows/Inflows of Resources Related to Pensions

For the year ended June 30, 2022, the City recognized pension expense in the amounts of \$1,352,172 and \$4,149,870, for the Miscellaneous and Safety plans, respectively.

The amortization period differs depending on the source of the gain or loss. The difference between projected and actual earnings is amortized over five years straight-line. All other amounts are amortized straight-line over the average expected remaining service lives of all members that are provided with benefits (active, inactive and retired) as of the beginning of the measurement period.

The Expected Average Remaining Service Lifetime (“EARSL”) is calculated by dividing the total future service years by the total number of plan participants (active, inactive, and retired) in the risk pool. The EARSLs for the Miscellaneous and Safety plans, respectively, for the 2020-21 measurement period are 2.5 and 3.1 years, respectively, which was obtained by dividing the total service years of 1,827 and 1,365, respectively, (the sum of remaining service lifetimes of the active employees) by 734 and 441, respectively, (the total number of participants: active, inactive, and retired).

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 11 – Pension Plans (Continued)**

**B. CalPERS Pension Plans (Continued)**

*Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)*

At June 30, 2022 the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

<b>Miscellaneous Plan</b>		
	<b>Deferred outflows of Resources</b>	<b>Deferred inflows of Resources</b>
Contributions after measurement date	\$ 31,299,368	\$ -
Changes of assumptions	-	(11,466,525)
Difference between expected and actual experience	793,641	-
Total	\$ 32,093,009	\$ (11,466,525)

<b>Safety Plan</b>		
	<b>Deferred outflows of Resources</b>	<b>Deferred inflows of Resources</b>
Contributions after measurement date	\$ 64,869,673	\$ -
Changes of assumptions	-	(16,574,828)
Difference between expected and actual experience	1,078,100	(8,401)
Total	\$ 65,947,773	\$ (16,583,229)

<b>Aggregate Totals</b>		
	<b>Deferred outflows of Resources</b>	<b>Deferred inflows of Resources</b>
Contributions after measurement date	\$ 96,169,041	\$ -
Changes of assumptions	-	(28,041,353)
Difference between expected and actual experience	1,871,741	(8,401)
Total	\$ 98,040,782	\$ (28,049,754)

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 11 – Pension Plans (Continued)**

**B. CalPERS Pension Plans (Continued)**

*Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)*

For the Miscellaneous Plan and Safety Plan, \$31,299,368 and \$64,869,673 (including contributions from proceeds of 2021 Pension Obligation Bonds), respectively, were reported as deferred outflows of resources related to pensions resulting from City’s contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2023. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended June 30,	Deferred Outflows/ (Inflows) of Resources		
	Miscellaneous	Safety	Total
2023	\$ (2,291,817)	\$ (3,633,087)	\$ (5,924,904)
2024	(2,473,944)	(3,385,515)	(5,859,459)
2025	(2,743,283)	(3,932,604)	(6,675,887)
2026	(3,163,840)	(4,553,923)	(7,717,763)
2027	-	-	-
Thereafter	-	-	-
	\$ (10,672,884)	\$ (15,505,129)	\$ (26,178,013)

**Note 12 – Other Postemployment Benefits**

***Plan Description***

The City provides postemployment health benefits through a single-employer defined benefit plan administered by the City. The City provides a fixed dollar contribution towards retiree health benefits for approximately 70 retirees. In addition, 294 employees are currently working and earning service credit for eligibility for a City contribution for retiree health benefits. To be eligible for a City contribution, an employee must retire from the City and commence pension benefits under CalPERS on or after age 50 with at least 20 years of service (five years for management and executive employees) with the City. The City provides a fixed dollar monthly contribution equal to \$10 (\$20 for management, executive, and safety employees) times years of service. Employees may receive the contribution to use towards non-City health insurance, if evidence of coverage is provided. The City’s contribution is payable until Medicare eligibility, except management and executive employees are eligible for the City’s contribution during their lifetime.

***Eligibility***

Membership of the plan consisted of the following at June 30, 2022, the date of the latest actuarial valuation:

Active plan members	286
Retirees	96
Total	382

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 12 – Other Postemployment Benefits (Continued)**

***Total OPEB Liability***

The City’s total OPEB liability was measured as of June 30, 2022. The total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of June 30, 2022. The total OPEB liability at June 30, 2022 was:

Total OPEB liability	\$	4,786,498
Total OPEB liability	\$	4,786,498

***Actuarial Assumptions***

The total OPEB liability in the June 30, 2021 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Discount Rate	4.09%	
Inflation	2.50%	
Aggregate payroll increases	2.75%	
Expected long-term investment rate of return	n/a	
Mortality, Termination, and Disability	CalPERS 1997-2014	
Mortality Improvement Scale	Modified MP-2014, which converge to ultimate mortality improvement rates in 2022.	
Pre-retirement turnover	Ranging from 0.01% to 17.42% based on termination rates under the CalPERS pension plan.	
Healthcare Trend Rate	An annual healthcare cost trend rate of 7.0% initially reduced by decrements to an ultimate of 4.5% thereafter.	

The actuarial assumptions used in the June 30, 2022 valuation were based on the results of an actuarial experience study for the period July 1, 2007 through June 30, 2014.

***Discount Rate***

The discount rate used to measure the total OPEB liability was 4.09 percent at the measurement date of June 30, 2022. It was changed from 2.19 percent at the measurement dated of June 30, 2021. This discount rate is the mid-point, rounded to five basis points, of the range of 3-20 year municipal bond rate indices; S&P Municipal bond 20 Year High Grade Rate Index, Bond Buyer 20-Bond GO Index, and Fidelity GO AA 20 Year Bond Index.

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 12 – Other Postemployment Benefits (Continued)**

***Change in the Total OPEB Liability***

	<b>Total OPEB Liability</b>
Balance at June 30, 2021	\$ 6,025,707
Changes Recognized for the Measurement Period:	
Service Cost	243,592
Interest on the total OPEB liability	134,422
Changes of benefit terms	-
Difference between expected and actual experience	(283,064)
Changes of assumptions	(1,070,116)
Contributions from the employer	-
Net investment income	-
Administrative expenses	-
Benefit payments	(264,043)
Net Changes during July 1, 2021 to June 30, 2022	(1,239,209)
Balance at June 30, 2022 (Measurement Date)	\$ 4,786,498

***Sensitivity of the Total OPEB Liability to Changes in the Discount Rate***

The following presents the total OPEB liability of the City, as well as what the City’s total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (3.09 percent) or 1-percentage-point higher (5.09 percent) than the current discount rate:

<b>Plan's Total OPEB Liability</b>		
Discount Rate - 1% (3.09%)	Current Discount Rate (4.09%)	Discount Rate + 1% (5.09%)
\$ 5,219,008	\$ 4,786,498	\$ 4,406,591

***Sensitivity of the Total OPEB Liability to Changes in the Health Care Cost Trend Rates***

The following presents the total OPEB liability of the City, as well as what the City’s total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower (6.0 percent decreasing to 3.5 percent) or 1-percentage-point higher (8.0 percent decreasing to 5.5 percent) than the current healthcare cost trend rates:

<b>Plan's Total OPEB Liability</b>		
Discount Rate - 1% (6.0% decreasing to 3.5%)	Healthcare Cost Trend Rates (7.0% decreasing to 4.5%)	Discount Rate + 1% (8.0% decreasing to 5.5%)
\$ 4,785,852	\$ 4,786,498	\$ 4,786,949

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 12 – Other Postemployment Benefits (Continued)**

**Contributions**

The contribution requirements of plan members and the City are established by and may be amended by City Council. The contribution required to be made under City Council and labor agreement requirements is based on a pay-as-you-go basis (i.e., as medical insurance premiums become due). For fiscal year 2022, the City contributed \$264,043 to the plan for current premiums. In fiscal year 2021, the City established an IRS Section 115 OPEB trust. The balance at June 30, 2022 is \$3,133,184. This balance is not included in the calculation of the total OPEB liability.

**OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB**

For the fiscal year ended June 30, 2022, the City recognized OPEB expense of \$278,447.

At June 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	<b>Deferred Outflows of Resources</b>	<b>Deferred Inflows of Resources</b>
Difference between expected and actual experience	\$ -	\$ 400,322
Changes of assumptions	412,212	1,005,536
Total	\$ 412,212	\$ 1,405,858

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized as OPEB expense as follows:

Measurement Period Ended June 30,	<b>Deferred Outflows/ (Inflows) of Resources</b>
2023	\$ (99,567)
2024	(99,567)
2025	(99,567)
2026	(92,907)
2027	(67,767)
Thereafter	(534,271)
	\$ (993,646)



**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 13 – Commitments and Contingencies**

***Litigation***

The City is presently involved in certain matters of litigation that have risen in the normal course of conducting City business. City management believes, based upon consultation with the City Attorney, that these cases, in the aggregate, are not expected to result in a material adverse financial impact on the City. Additionally, City management believes that the City’s insurance programs are sufficient to cover any potential losses should an unfavorable outcome materialize.

***Grants***

The City participates in a number of federally assisted grant programs, including those from HUD, US Department of Justice, US Department of Treasury, US Department of Transportation, and the US Department of Education. Receipts from these grant programs are subject to audit to determine if the monies were expended in accordance with appropriate statutes, grant terms and regulations. The City believes no significant liabilities will result should any audits be performed.

***Contractual Commitments***

The City has contractual and regulatory commitments that will result in expenses in future fiscal years. These include operating and capital contractual commitments. As of June 30, 2022, the City had a total of 449 contractual commitments with a remaining balance of \$75,532,184. The following table represents the City’s contractual commitments by contract type.

Construction	\$ 17,367,495
Consulting services	50,748,481
Legal services	2,257,027
Professional services	<u>5,159,181</u>
Total contractual commitments	<u>\$ 75,532,184</u>

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 14 – Classification of Fund Balances**

The City classifies fund balances, as shown on the *Balance Sheet – Governmental Funds* as of June 30, 2022 as follows:

	Major Funds								Total	
	General	Housing	Housing Choice Voucher Program	Sewer Service	ARPA Special Revenue	Other Special Revenue	Housing Authority Special Revenue	POB Debt Service		Other Governmental Funds
<b>Nonspendable</b>										
Land held for resale	\$ 3,909,182	\$ 1,245,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,154,182
Inventories and prepaid items	57,447	-	-	-	-	-	25,805	-	-	83,252
<b>Total nonspendable</b>	<b>3,966,629</b>	<b>1,245,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>25,805</b>	<b>-</b>	<b>-</b>	<b>5,237,434</b>
<b>Restricted</b>										
Housing	-	11,200,189	1,272,869	-	-	3,748	49,531,913	-	-	62,008,719
Debt service	-	-	-	-	-	-	-	-	962,877	962,877
Community development	20,000	-	-	-	-	-	-	-	1,419,036	1,439,036
Public safety	-	-	-	-	-	-	-	-	206,028	206,028
Transportation	-	-	-	-	-	-	-	-	1,335,765	1,335,765
General services	-	-	-	22,386,760	-	-	-	-	2,959,396	25,346,156
Section 115 OPEB trust	3,133,184	-	-	-	-	-	-	-	-	3,133,184
Section 115 pension trust	6,393,549	-	-	-	-	-	-	-	-	6,393,549
<b>Total restricted</b>	<b>9,546,733</b>	<b>11,200,189</b>	<b>1,272,869</b>	<b>22,386,760</b>	<b>-</b>	<b>3,748</b>	<b>49,531,913</b>	<b>-</b>	<b>6,883,102</b>	<b>100,825,314</b>
<b>Committed</b>										
Facilities maintenance	2,880,000	-	-	-	-	-	-	-	-	2,880,000
Economic contingency	12,800,000	-	-	-	-	-	-	-	-	12,800,000
<b>Total committed</b>	<b>15,680,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>15,680,000</b>
<b>Assigned</b>										
Accrued employee benefits	3,882,541	-	-	-	-	-	-	-	-	3,882,541
Pension stabilization	-	-	-	-	-	-	-	-	-	-
Post-employment benefits	-	-	-	-	-	-	-	-	-	-
Community development	679,490	-	-	-	-	-	-	-	-	679,490
Public safety	33,138	-	-	-	-	-	-	-	-	33,138
Transportation	1,106,714	-	-	-	-	-	-	-	-	1,106,714
General Services	2,698,835	-	-	-	-	-	-	-	-	2,698,835
Public health	-	-	-	-	-	-	-	-	-	-
<b>Total assigned</b>	<b>8,400,718</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>8,400,718</b>
<b>Unassigned (deficit)</b>	<b>19,469,523</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(210,125)</b>	<b>19,259,398</b>
<b>Total fund balances</b>	<b>\$ 57,063,603</b>	<b>\$ 12,445,189</b>	<b>\$ 1,272,869</b>	<b>\$ 22,386,760</b>	<b>\$ -</b>	<b>\$ 3,748</b>	<b>\$ 49,557,718</b>	<b>\$ -</b>	<b>\$ 6,672,977</b>	<b>\$ 149,402,864</b>

***Categorization of Reserves under Adopted City Policies***

The City has a policy that governs the accumulation and maintenance of reserves for various purposes. Amounts for some of the General Fund reserves are reflected in the schedule above and are described as follows:

- 1) ***Section 115 Pension Trust*** – represents funds that may be used only for pension-related costs and only upon the direction of City Council. The target level for this reserve is an amount equal to two years of unfunded liability payments as determined by the most recent CalPERS valuation reports. The amount in the Section 115 Pension Trust reserve as of June 30, 2022 was \$6,393,549.
- 2) ***Section 115 OPEB Trust*** – represents funds that may be used only for other post-employment benefit (OPEB)-related costs and only upon the direction of City Council. The target level for this reserve is an amount equal to 80% of the total net OPEB liability of the City’s OPEB plan. The amount in the Section 115 OPEB Trust reserve as of June 30, 2022 was \$3,133,184.
- 3) ***Economic Contingency Reserve*** – represents funds that are set-aside for use only in exceptional circumstances such as catastrophic events that could negatively impact the financial condition of the City. The targeted funding level is 20% of a single year’s budgeted General Fund operating expenditures. City Policy requires approval of the City Council by resolution to authorize draws on this reserve or to increase the amount. The amount of the contingency reserve as of June 30, 2022 was \$12,800,000 and is equal to the target level.

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 14 – Classification of Fund Balances (Continued)**

*Categorization of Reserves under Adopted City Policies (Continued)*

- 4) **Facilities Maintenance Reserve** – represents funds that are set aside for extraordinary major maintenance costs that cannot be met within the annual budgeted amount and for which no other funding source is available. The targeted reserve level represents three times the annual amount to be budgeted for major maintenance projects. City Council approval is required for all additions to or transfers and expenditures from this reserve. The amount of the Facilities Maintenance Reserve as of June 30, 2022 was \$2,880,000 and is equal to the target level.
- 5) **Unassigned Fund Balance** – The City’s policy is to maintain an unassigned fund balance equal to 10% of a single year’s budgeted General Fund operating expenditures. Amounts in excess of the target level will be used to increase or replenish other reserves (with priority given to the Economic Contingency and Facilities Maintenance reserves), to set aside resources for specific one-time uses, or as a funding source for one-time expenditures included in the annual budget or for needs that arise subsequent to budget adoption. As of June 30, 2022, the unassigned fund balance was \$19,469,523 which is above the target level of \$6.1 million.

**Note 15 – Prior Period Adjustments**

The City recorded the following prior period adjustments in order to transfer capital assets from the Successor Agency Private Purpose Trust Fund to the Governmental Activities and to remove infrastructure assets that were double-counted.

	<b>Governmental Activities</b>	<b>Successor Agency Private Purpose Trust Fund</b>
Beginning net position, as previously reported	\$ 215,434,062	\$ (28,189,011)
Prior period adjustments:		
To transfer capital assets from the Successor Agency	450,000	(450,000)
To remove double-counted infrastructure	(2,388,142)	-
Beginning net position, as restated	\$ 213,495,920	\$ (28,639,011)

**City of National City**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 16 – Net Investment in Capital Assets**

At June 30, 2022, the net investment in capital assets category of net position for the governmental-activities was calculated as follows:

	<b>Net Investment in Capital Assets</b>
Non-depreciable capital assets	\$ 58,648,162
Depreciable capital assets, net	112,213,877
Deferred loss on refunding	25,200
2012 General Obligation Bonds	(2,490,000)
Bond premium	(9,628)
Section 108 Bonds	(1,170,000)
2017 Clean Energy Bonds	(1,800,000)
2017 Lease Revenue Bonds	(2,933,781)
Notes payable	(550,588)
Lease liabilities	(479,639)
<b>Total net investment in capital assets</b>	<b>\$ 161,453,603</b>

**Note 17 – Subsequent Events**

American Rescue Plan Act Funding

As part of its budget process, the U.S. Department of the Treasury allocated \$18,010,907 of American Rescue Plan Act (ARPA) funds to the City. Allocations to the City started July 2021 when the City received \$9,005,454 in the first tranche. The Department of Treasury allocated the second tranche of \$9,005,454 in ARPA funding to the City in July of 2022.

**REQUIRED SUPPLEMENTARY  
INFORMATION**





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**City of National City**  
**Required Supplementary Information (Unaudited)**  
**Budgetary Information**  
**For the Year Ended June 30, 2022**

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The City follows these procedures in establishing the budgetary data reflected in the required supplementary information and other supplementary information budgetary comparison schedules:

The City Council annually adopts a budget for operating and capital project expenditures. The annual budget includes all proposed expenditures and inter-fund transfers, and the means of financing them. The City Council also approves any amendments to appropriations throughout the year, generally at the mid-year budget review in February. The legal level of budgetary control is the fund level. The budget figures used in the required supplementary information are both original and final budgeted amounts. The final budget amount includes the original budget plus any amendments adopted during the year and any amounts encumbered from the prior year for capital projects or outstanding purchase orders.

Formal budgetary integration is employed as a management control device. Commitments for materials and services, such as purchase orders and contracts, are recorded during the year as encumbrances to assist in controlling expenditures. Appropriations which are unencumbered lapse at year end.

Budgets for the General and special revenue funds are adopted on a basis substantially consistent with accounting principles generally accepted in the United States of America. Accordingly, actual revenue and expenditures can be compared with related budgeted amounts without any significant reconciling items.

Under Article XIII B of the California Constitution (the Gann Spending Limitation Initiative), the City is restricted as to the amount of annual appropriations from the proceeds of taxes, and if proceeds of taxes exceed allowed appropriations, the excess must either be refunded to the State Controller, returned to the taxpayers through revised tax rates or revised fee schedules, or an excess in one year may be offset against a deficit in the following year. Further, Section 5 of Article XIII B allows the City to designate a portion of fund balance for general contingencies to be used in future years without limitation.

**City of National City**  
**Required Supplementary Information (Unaudited) (Continued)**  
**Budgetary Comparison Schedule – General Fund**  
**For the Year Ended June 30, 2022**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
<b>REVENUES:</b>				
Taxes	\$ 50,699,860	\$ 50,699,860	\$ 58,055,986	\$ 7,356,126
Licenses and permits	808,454	808,454	1,027,101	218,647
Fines and forfeitures	461,000	461,000	1,118,543	657,543
Use of money and property	800,200	800,200	(622,905)	(1,423,105)
Intergovernmental	226,000	1,010,824	1,650,917	640,093
Charges for services	3,341,562	3,341,562	3,499,318	157,756
Other revenues	790,891	807,691	827,561	19,870
<b>Total revenues</b>	<u>57,127,967</u>	<u>57,929,591</u>	<u>65,556,521</u>	<u>7,626,930</u>
<b>EXPENDITURES:</b>				
Current:				
General government	7,733,844	9,190,147	6,354,312	2,835,835
Public safety	39,722,837	41,386,717	40,793,529	593,188
Transportation	3,736,122	4,203,561	3,249,445	954,116
Community development	231,175	231,978	184,148	47,830
Culture and leisure	3,922,540	4,104,671	3,500,623	604,048
Capital outlay	2,866,930	7,186,581	1,791,456	5,395,125
Debt service:				
Principal	304,868	304,868	293,127	11,741
Interest and fiscal charges	348,945	348,945	358,823	(9,878)
<b>Total expenditures</b>	<u>58,867,261</u>	<u>66,957,468</u>	<u>56,525,463</u>	<u>10,432,005</u>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(1,739,294)</u>	<u>(9,027,877)</u>	<u>9,031,058</u>	<u>18,058,935</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Pass-through payment to other agencies	-	-	(2,017)	(2,017)
Transfers in	-	-	24,956	24,956
Transfers out	-	-	(2,883,445)	(2,883,445)
<b>Total other financing sources (uses)</b>	<u>-</u>	<u>-</u>	<u>(2,860,506)</u>	<u>(2,860,506)</u>
<b>Net change in fund balance</b>	<u>\$ (1,739,294)</u>	<u>\$ (9,027,877)</u>	<u>6,170,552</u>	<u>\$ 15,198,429</u>
<b>Fund Balance:</b>				
Beginning of year			<u>50,893,051</u>	
End of year			<u>\$ 57,063,603</u>	



**City of National City**  
**Required Supplementary Information (Unaudited) (Continued)**  
**Budgetary Comparison Schedule – Housing Special Revenue Fund**  
**For the Year Ended June 30, 2022**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ 250,000	\$ 250,000	\$ 270,303	\$ 20,303
Other revenues	-	-	3,982	3,982
<b>Total revenues</b>	<u>250,000</u>	<u>250,000</u>	<u>274,285</u>	<u>24,285</u>
<b>EXPENDITURES:</b>				
Current:				
Community development	186,161	313,007	145,893	167,114
<b>Total expenditures</b>	<u>186,161</u>	<u>313,007</u>	<u>145,893</u>	<u>167,114</u>
<b>Net change in fund balance</b>	<u>\$ 63,839</u>	<u>\$ (63,007)</u>	128,392	<u>\$ 191,399</u>
<b>Fund Balance:</b>				
Beginning of year			12,316,797	
End of year			<u>\$ 12,445,189</u>	

**City of National City**  
**Required Supplementary Information (Unaudited) (Continued)**  
**Budgetary Comparison Schedule – Housing Choice Vouchers Special Revenue Fund**  
**For the Year Ended June 30, 2022**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
<b>REVENUES:</b>				
Fines and forfeitures	\$ 16,000	\$ 16,000	\$ 28,748	\$ 12,748
Use of money and property	110	110	363	253
Intergovernmental	14,199,000	14,199,000	14,255,356	56,356
Other revenues	-	-	-	-
<b>Total revenues</b>	<b>14,215,110</b>	<b>14,215,110</b>	<b>14,284,467</b>	<b>69,357</b>
<b>EXPENDITURES:</b>				
Current:				
Community development	14,060,275	14,094,991	13,969,798	(125,193)
Capital outlay	150,000	150,000	-	(150,000)
Interest and fiscal charges	4,000	4,000	4,000	-
<b>Total expenditures</b>	<b>14,214,275</b>	<b>14,248,991</b>	<b>13,973,798</b>	<b>(275,193)</b>
<b>Net change in fund balance</b>	<b>\$ 835</b>	<b>\$ (33,881)</b>	<b>310,669</b>	<b>\$ 344,550</b>
<b>Fund Balance:</b>				
Beginning of year			962,200	
End of year			<u>\$ 1,272,869</u>	

**City of National City**  
**Required Supplementary Information (Unaudited) (Continued)**  
**Budgetary Comparison Schedule – Sewer Special Revenue Fund**  
**For the Year Ended June 30, 2022**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
<b>REVENUES:</b>				
Licenses and permits	\$ -	\$ -	\$ 67,550	\$ 67,550
Use of money and property	-	-	(274,903)	(274,903)
Charges for services	9,599,525	9,599,525	11,055,251	1,455,726
<b>Total revenues</b>	<u>9,599,525</u>	<u>9,599,525</u>	<u>10,847,898</u>	<u>1,248,373</u>
<b>EXPENDITURES:</b>				
Current:				
General Government	-	92,003	-	(92,003)
Health	8,336,502	8,405,015	7,626,002	779,013
Capital outlay	2,000,000	3,608,804	26,258	3,582,546
Debt service:				
Interest and fiscal charges	-	-	21,300	(21,300)
<b>Total expenditures</b>	<u>10,336,502</u>	<u>12,105,822</u>	<u>7,673,560</u>	<u>4,248,256</u>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(736,977)</u>	<u>(2,506,297)</u>	<u>3,174,338</u>	<u>5,496,629</u>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	-	-	(25,000)	(25,000)
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>(25,000)</u>	<u>(25,000)</u>
<b>Net change in fund balance</b>	<u>\$ (736,977)</u>	<u>\$ (2,506,297)</u>	<u>3,149,338</u>	<u>\$ 5,655,635</u>
<b>Fund Balance:</b>				
Beginning of year			<u>19,237,422</u>	
End of year			<u>\$ 22,386,760</u>	

**City of National City**  
**Required Supplementary Information (Unaudited) (Continued)**  
**Budgetary Comparison Schedule – ARPA Special Revenue Fund**  
**For the Year Ended June 30, 2022**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
<b>REVENUES:</b>				
Intergovernmental	\$ -	\$ -	\$ 3,525,586	\$ 3,525,586
<b>Total revenues</b>	<u>-</u>	<u>-</u>	<u>3,525,586</u>	<u>3,525,586</u>
<b>EXPENDITURES:</b>				
Current:				
General Government	-	1,540,000	3,341,026	(1,801,026)
Capital outlay	-	6,750,000	184,560	6,565,440
<b>Total expenditures</b>	<u>-</u>	<u>8,290,000</u>	<u>3,525,586</u>	<u>4,764,414</u>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<u>-</u>	<u>(8,290,000)</u>	<u>-</u>	<u>8,290,000</u>
<b>OTHER FINANCING (USES):</b>				
Transfers out	-	-	-	-
<b>Total other financing (uses)</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Net change in fund balance</b>	<u>\$ -</u>	<u>\$ (8,290,000)</u>	<u>-</u>	<u>\$ 8,290,000</u>
<b>Fund Balance (deficit):</b>				
Beginning of year			<u>-</u>	
End of year			<u>\$ -</u>	

**City of National City**  
**Required Supplementary Information (Unaudited) (Continued)**  
**Budgetary Comparison Schedule – Other Special Revenue Fund**  
**For the Year Ended June 30, 2022**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
<b>REVENUES:</b>				
Taxes	\$ 487,036	\$ 487,036	\$ 471,007	\$ (16,029)
Licenses and permits	217,860	217,860	470,426	252,566
Fines and forfeitures	50,000	50,000	49,250	(750)
Use of money and property	-	-	(40,200)	(40,200)
Intergovernmental	10,057,650	30,526,083	4,707,139	(25,818,944)
Charges for services	35,000	35,000	315,909	280,909
Other revenues	-	-	350	350
<b>Total revenues</b>	<u>10,847,546</u>	<u>31,315,979</u>	<u>5,973,881</u>	<u>(25,342,098)</u>
<b>EXPENDITURES:</b>				
Current:				
General Government	300,000	2,163,000	1,753,133	409,867
Public Safety	924,972	1,677,209	1,463,088	214,121
Community Development	5,100	145,687	108,935	36,752
Health	207,860	242,652	189,407	53,245
Culture and Leisure	195,133	245,133	204,096	41,037
Capital outlay	100,000	25,824,461	3,806,201	22,018,260
<b>Total expenditures</b>	<u>1,733,065</u>	<u>30,298,142</u>	<u>7,524,860</u>	<u>22,773,282</u>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<u>9,114,481</u>	<u>1,017,837</u>	<u>(1,550,979)</u>	<u>(2,568,816)</u>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	-	-	631,317	631,317
Transfers out	-	-	(5,500)	(5,500)
<b>Total other financing sources (uses)</b>	<u>-</u>	<u>-</u>	<u>625,817</u>	<u>625,817</u>
<b>Net change in fund balance</b>	<u>\$ 9,114,481</u>	<u>\$ 1,017,837</u>	<u>(925,162)</u>	<u>\$ (1,942,999)</u>
<b>Fund Balance:</b>				
Beginning of year			<u>928,910</u>	
End of year			<u>\$ 3,748</u>	



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**City of National City**  
**Required Supplementary Information (Unaudited) (Continued)**  
**Budgetary Comparison Schedule – Housing Authority Special Revenue Fund**  
**For the Year Ended June 30, 2022**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ 175,000	\$ 175,000	\$ 833,268	\$ 658,268
Other revenues	86,543	136,543	70,344	(66,199)
<b>Total revenues</b>	<u>261,543</u>	<u>910,257</u>	<u>903,612</u>	<u>(6,645)</u>
<b>EXPENDITURES:</b>				
Current:				
Community Development	1,221,786	1,586,907	1,040,814	546,093
Capital outlay	11,662,000	12,035,532	10,739,542	1,295,990
<b>Total expenditures</b>	<u>12,883,786</u>	<u>13,622,439</u>	<u>11,780,356</u>	<u>1,842,083</u>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(12,622,243)</u>	<u>(12,712,182)</u>	<u>(10,876,744)</u>	<u>1,835,438</u>
<b>OTHER FINANCING (USES):</b>				
Transfers out	-	-	(526,641)	(526,641)
<b>Total other financing (uses)</b>	<u>-</u>	<u>-</u>	<u>(526,641)</u>	<u>(526,641)</u>
<b>Net change in fund balance</b>	<u>\$ (12,622,243)</u>	<u>\$ (12,712,182)</u>	<u>(11,403,385)</u>	<u>\$ 1,308,797</u>
<b>Fund Balance:</b>				
Beginning of year			<u>60,961,103</u>	
End of year			<u>\$ 49,557,718</u>	

**City of National City**  
**Required Supplementary Information (Unaudited) (Continued)**  
**Schedules of Changes in the Net Pension Liability and Related Ratios**  
**Last Ten Fiscal Years\***  
**For the Year Ended June 30, 2022**

**City Miscellaneous Plan**

	<u>2020-2021</u>	<u>2019-2020</u>	<u>2018-19</u>	<u>2017-18</u>	<u>2016-17</u>	<u>2015-16</u>	<u>2014-15</u>	<u>2013-14</u>
<b>Total pension liability</b>								
Service cost	\$ 2,104,183	\$ 2,086,122	\$ 2,212,767	\$ 2,282,129	\$ 2,118,219	\$ 1,825,480	\$ 1,811,929	\$ 1,937,067
Interest on total pension liability	9,982,628	9,588,327	9,170,414	8,802,231	8,488,639	8,268,915	7,985,539	7,748,026
Changes in assumptions	-	-	-	(953,437)	7,027,519	-	(1,944,963)	-
Differences between expected and actual experience	909,313	1,074,893	147,608	371,057	(1,231,712)	(975,368)	(1,691,529)	-
Changes in benefit terms	-	-	-	-	-	-	-	-
Benefit payments, including refunds of employee contributions	(7,266,866)	(6,889,353)	(6,210,287)	(5,885,469)	(5,555,553)	(5,253,955)	(4,995,309)	(4,818,483)
<b>Net change in total pension liability</b>	<u>5,729,258</u>	<u>5,859,989</u>	<u>5,320,502</u>	<u>4,616,511</u>	<u>10,847,112</u>	<u>3,865,072</u>	<u>1,165,667</u>	<u>4,866,610</u>
<b>Total pension liability - beginning</b>	141,289,184	135,429,195	130,108,693	125,492,182	114,645,070	110,779,998	109,614,331	104,747,721
<b>Total pension liability - ending (a)</b>	<u>\$ 147,018,442</u>	<u>\$ 141,289,184</u>	<u>\$ 135,429,195</u>	<u>\$ 130,108,693</u>	<u>\$ 125,492,182</u>	<u>\$ 114,645,070</u>	<u>\$ 110,779,998</u>	<u>\$ 109,614,331</u>
<b>Plan fiduciary net position</b>								
Contributions - employer	\$ 4,120,557	\$ 3,888,994	\$ 3,370,946	\$ 2,953,421	\$ 2,854,739	\$ 2,367,548	\$ 2,056,706	\$ 1,956,344
Contributions - employee	859,274	944,908	1,041,592	933,458	858,901	820,175	895,912	767,784
Investment income (net of administrative expenses)	23,035,688	4,925,312	6,286,416	7,575,282	9,198,616	415,274	1,859,184	12,778,105
Benefit payments	(7,266,866)	(6,889,353)	(6,210,287)	(5,885,469)	(5,555,553)	(5,253,955)	(4,995,309)	(4,818,483)
Plan to plan resource movement	-	-	-	(221)	-	(135)	-	-
Administrative expenses	(102,218)	(140,408)	(67,699)	(406,601)	(122,207)	(51,483)	(94,900)	-
<b>Net change in plan fiduciary net position</b>	<u>20,646,435</u>	<u>2,729,453</u>	<u>4,420,968</u>	<u>5,169,870</u>	<u>7,234,496</u>	<u>(1,702,576)</u>	<u>(278,407)</u>	<u>10,683,750</u>
<b>Plan fiduciary net position - beginning</b>	102,326,786	99,597,333	95,176,365	90,006,495	82,771,999	84,474,575	84,752,982	74,069,232
<b>Plan fiduciary net position - ending (b)</b>	<u>\$ 122,973,221</u>	<u>\$ 102,326,786</u>	<u>\$ 99,597,333</u>	<u>\$ 95,176,365</u>	<u>\$ 90,006,495</u>	<u>\$ 82,771,999</u>	<u>\$ 84,474,575</u>	<u>\$ 84,752,982</u>
<b>Net pension liability - ending (a)-(b)</b>	<u>\$ 24,045,221</u>	<u>\$ 38,962,398</u>	<u>\$ 35,831,862</u>	<u>\$ 34,932,328</u>	<u>\$ 35,485,687</u>	<u>\$ 31,873,071</u>	<u>\$ 26,305,423</u>	<u>\$ 24,861,349</u>
Plan fiduciary net position as a percentage of the total pension liability	83.64%	72.42%	73.54%	73.15%	71.72%	72.20%	76.25%	77.32%
Covered payroll	\$ 11,606,086	\$ 11,276,333	\$ 11,582,137	\$ 11,885,467	\$ 10,724,047	\$ 10,126,926	\$ 9,742,081	\$ 9,853,337
Net pension liability as a percentage of covered-employee payroll	207.18%	345.52%	309.37%	293.91%	330.90%	314.74%	270.02%	252.31%

**Notes to Schedule:**

**Benefit changes:** the figures above do not include any liability impact that may have resulted from plan changes which occurred after June 30, 2014. This applies for voluntary benefit changes as well as any offers of Two Years of Additional Service Credit (a.k.a. Golden Handshakes).

**Changes in assumptions:** In 2018, demographic assumptions and inflation rate were changed in accordance with the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expenses) to 7.65 percent (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5 percent discount rate.

Historical information is presented only for measurement periods for which GASB 68 is implemented.



**City of National City**  
**Required Supplementary Information (Unaudited) (Continued)**  
**Schedules of Changes in the Net Pension Liability and Related Ratios (Continued)**  
**Last Ten Fiscal Years \***  
**For the Year Ended June 30, 2022**

**City Safety Plan**

<b>Total pension liability</b>	<b>2020-21</b>	<b>2019-20</b>	<b>2018-19</b>	<b>2017-18</b>	<b>2016-17</b>	<b>2015-16</b>	<b>2014-15</b>	<b>2013-14</b>
Service cost	\$ 4,028,937	\$ 4,127,384	\$ 4,023,972	\$ 4,006,475	\$ 3,730,242	\$ 3,143,806	\$ 3,185,323	\$ 3,249,200
Interest on total pension liability	15,639,864	14,940,058	14,344,993	13,628,845	12,890,015	12,491,615	12,122,308	11,761,448
Changes in assumptions	-	-	-	(922,226)	10,998,755	-	(3,049,086)	-
Differences between expected and actual experience	1,427,840	(22,405)	1,773,685	3,413,390	(1,384,693)	(2,263,779)	(2,416,366)	-
Changes in benefit terms	-	-	-	-	-	-	-	-
Benefit payments, including refunds of employee contributions	(10,871,690)	(10,445,430)	(9,705,935)	(9,097,472)	(8,735,024)	(8,368,654)	(8,022,441)	(7,719,645)
<b>Net change in total pension liability</b>	<b>10,224,951</b>	<b>8,599,607</b>	<b>10,436,715</b>	<b>11,029,012</b>	<b>17,499,295</b>	<b>5,002,988</b>	<b>1,819,738</b>	<b>7,291,003</b>
<b>Total pension liability - beginning</b>	<b>220,732,894</b>	<b>212,133,287</b>	<b>201,696,572</b>	<b>190,667,560</b>	<b>173,168,265</b>	<b>168,165,277</b>	<b>166,345,539</b>	<b>159,054,536</b>
<b>Total pension liability - ending (a)</b>	<b>\$ 230,957,845</b>	<b>\$ 220,732,894</b>	<b>\$ 212,133,287</b>	<b>\$ 201,696,572</b>	<b>\$ 190,667,560</b>	<b>\$ 173,168,265</b>	<b>\$ 168,165,277</b>	<b>\$ 166,345,539</b>
<b>Plan fiduciary net position</b>								
Contributions - employer	\$ 7,850,354	\$ 7,377,465	\$ 6,484,462	\$ 5,838,406	\$ 5,748,626	\$ 4,978,090	\$ 4,463,726	\$ 4,190,264
Contributions - employee	1,488,276	1,492,776	1,371,743	1,357,948	1,238,443	1,109,955	1,047,676	983,295
Investment income (net of administrative expenses)	33,123,497	7,091,313	8,798,970	10,630,597	12,739,410	584,907	2,587,755	17,466,806
Benefit payments	(10,871,690)	(10,445,430)	(9,705,935)	(9,097,472)	(8,735,024)	(8,368,654)	(8,022,441)	(7,719,645)
Plan to plan resource movement	-	-	-	(311)	-	135	-	-
Administrative expenses	(145,755)	(198,201)	(95,127)	(567,286)	(169,427)	(71,013)	(131,164)	-
<b>Net change in plan fiduciary net position</b>	<b>31,444,682</b>	<b>5,317,923</b>	<b>6,854,113</b>	<b>8,161,882</b>	<b>10,822,028</b>	<b>(1,766,580)</b>	<b>(54,448)</b>	<b>14,920,720</b>
<b>Plan fiduciary net position - beginning</b>	<b>145,910,227</b>	<b>140,592,304</b>	<b>133,738,191</b>	<b>125,576,309</b>	<b>114,754,281</b>	<b>116,520,861</b>	<b>116,575,309</b>	<b>101,654,589</b>
<b>Plan fiduciary net position - ending (b)</b>	<b>\$ 177,354,909</b>	<b>\$ 145,910,227</b>	<b>\$ 140,592,304</b>	<b>\$ 133,738,191</b>	<b>\$ 125,576,309</b>	<b>\$ 114,754,281</b>	<b>\$ 116,520,861</b>	<b>\$ 116,575,309</b>
<b>Net pension liability - ending (a)-(b)</b>	<b>\$ 53,602,936</b>	<b>\$ 74,822,667</b>	<b>\$ 71,540,983</b>	<b>\$ 67,958,381</b>	<b>\$ 65,091,251</b>	<b>\$ 58,413,984</b>	<b>\$ 51,644,416</b>	<b>\$ 49,770,230</b>
Plan fiduciary net position as a percentage of the total pension liability	76.79%	66.10%	66.28%	66.31%	65.86%	66.27%	69.29%	70.08%
Covered payroll	\$ 13,456,702	\$ 13,576,921	\$ 13,034,797	\$ 12,898,732	\$ 11,939,450	\$ 11,157,745	\$ 11,228,972	\$ 10,916,911
Net pension liability as a percentage of covered-employee payroll	398.34%	551.10%	548.85%	526.86%	545.18%	523.53%	459.92%	455.90%

**Notes to Schedule:**

**Benefit changes:** the figures above do not include any liability impact that may have resulted from plan changes which occurred after June 30, 2014. This applies for voluntary benefit changes as well as any offers of Two Years of Additional Service Credit (a.k.a. Golden Handshakes).

**Changes in assumptions:** In 2018, demographic assumptions and inflation rate were changed in accordance with the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expenses) to 7.65 percent (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5 percent discount rate.

Historical information is presented only for measurement periods for which GASB 68 is implemented.

**City of National City**  
**Required Supplementary Information (Unaudited) (Continued)**  
**Schedules of Pension Contributions**  
**Last Ten Fiscal Years \***  
**For the Year Ended June 30, 2022**

City Miscellaneous Plan - 172

Measurement Period	2021-22	2020-21	2019-20	2018-19	2017-18	2016-17	2015-16	2014-15	2013-14
Actuarially determined contribution	\$ 4,486,273	\$ 4,120,557	\$ 3,888,994	\$ 3,371,801	\$ 2,953,694	\$ 2,854,739	\$ 2,367,548	\$ 2,056,706	\$ 1,956,344
Contributions in relation to the actuarially determined contributions	(31,299,368)	(4,120,557)	(3,888,994)	(3,371,801)	(2,953,694)	(2,854,739)	(2,367,548)	(2,056,706)	(1,956,344)
<b>Contribution deficiency (excess)</b>	<b>\$ (26,813,095)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Covered payroll <sup>2,3</sup>	\$ 11,925,253	\$ 11,606,086	\$ 11,276,333	\$ 11,582,137	\$ 11,885,467	\$ 10,724,074	\$ 10,126,926	\$ 9,742,081	\$ 9,853,337
Contributions as a percentage of covered payroll <sup>3</sup>	262.46%	35.50%	34.49%	29.11%	24.85%	26.62%	23.38%	21.11%	19.85%

Historical information is required only for measurement periods for which GASB 68 is implemented.

<sup>1</sup> Employers are assumed to make contributions equal to the actuarially determined contributions. However, some employers may choose to make additional contributions towards their unfunded liability. Employer contributions for such plans exceed the actuarially determined contributions.

<sup>2</sup> Covered Payroll represented above is based on pensionable earnings provided by the employer. However, GASB 68 defines covered-employee payroll as the total payroll of employees that are provided pensions through the pension plan. Accordingly, if pensionable earnings are different than total earnings for covered-employees, the employer should display in the disclosure footnotes the payroll based on total earnings for the covered group and recalculate the required payroll-related ratios.

<sup>3</sup> Payroll from prior year, \$11,606,086, was assumed to increase by the 2.75% payroll growth assumption.

**Notes to Schedule**

Valuation date:	6/30/2020	6/30/2019	6/30/2018	6/30/2017	6/30/2016	6/30/2015	6/30/2014	6/30/2013	6/30/2012
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The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2014-15 were from the June 30, 2012 public agency valuations.

**Methods and assumptions used to determine contribution rates:**

Actuarial cost method	Entry Age Normal
Amortization method/period	For details, see June 30, 2017 Funding Valuation Report
Asset valuation method	Market value of assets. For details, see the June 30, 2017 Funding Valuation Report.
Inflation	2.625%
Salary increases	Varies by entry age and service
Payroll growth	2.750%
Investment rate of return	7.00%, net of pension plan investment and administrative expenses, including inflation
Retirement age	The probabilities of retirement are based on the 2014 CalPERS Experience study for the period from 1997 to 2015.
Mortality	The probabilities of mortality are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015. Pre-retirement and Post-retirement mortality rates include 15 years of projected mortality improvement using 90% of Scale MP-2016 published by the Society of Actuaries.

**City of National City**  
**Required Supplementary Information (Unaudited) (Continued)**  
**Schedules of Pension Contributions (Continued)**  
**Last Ten Fiscal Years \***  
**For the Year Ended June 30, 2022**

City Safety Plan - 4923									
Measurement Period	2021-22	2020-21	2019-20	2018-19	2017-18	2016-17	2015-16	2014-15	2013-14
Actuarially determined contribution	\$ 8,422,768	\$ 7,849,867	\$ 7,377,465	\$ 6,484,462	\$ 5,838,406	\$ 5,748,626	\$ 4,978,090	\$ 4,463,726	\$ 4,190,264
Contributions in relation to the actuarially determined contributions	(64,869,673)	(7,849,867)	(7,377,465)	(6,484,462)	(5,838,406)	(5,748,626)	(4,978,090)	(4,463,726)	(4,190,264)
<b>Contribution deficiency (excess)</b>	<b>\$ (56,446,905)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Covered payroll <sup>2,3</sup>	\$ 13,826,761	\$ 13,456,702	\$ 13,576,921	\$ 13,034,797	\$ 12,898,732	\$ 11,939,450	\$ 11,157,745	\$ 11,228,972	\$ 10,916,911
Contributions as a percentage of covered payroll <sup>3</sup>	469.16%	58.33%	54.34%	49.75%	45.26%	48.15%	44.62%	39.75%	38.38%

Historical information is required only for measurement periods for which GASB 68 is implemented.

<sup>1</sup> Employers are assumed to make contributions equal to the actuarially determined contributions. However, some employers may choose to make additional contributions towards their unfunded liability. Employer contributions for such plans exceed the actuarially determined contributions.

<sup>2</sup> Covered Payroll represented above is based on pensionable earnings provided by the employer. However, GASB 68 defines covered-employee payroll as the total payroll of employees that are provided pensions through the pension plan. Accordingly, if pensionable earnings are different than total earnings for covered-employees, the employer should display in the disclosure footnotes the payroll based on total earnings for the covered group and recalculate the required payroll-related ratios.

<sup>3</sup> Payroll from prior year, \$13,456,702, was assumed to increase by the 2.75% payroll growth assumption.

**Notes to Schedule**

Valuation date:	6/30/2020	6/30/2019	6/30/2018	6/30/2017	6/30/2016	6/30/2015	6/30/2014	6/30/2013	6/30/2012
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The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2014-15 were from the June 30, 2012 public agency valuations.

**Methods and assumptions used to determine contribution rates:**

Actuarial cost method	Entry Age Normal
Amortization method/period	For details, see June 30, 2017 Funding Valuation Report
Asset valuation method	Market value of assets. For details, see the June 30, 2017 Funding Valuation Report.
Inflation	2.625%
Salary increases	Varies by entry age and service
Payroll growth	2.750%
Investment rate of return	7.00%, net of pension plan investment and administrative expenses, including inflation
Retirement age	The probabilities of retirement are based on the 2014 CalPERS Experience study for the period from 1997 to 2015.
Mortality	The probabilities of mortality are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015. Pre-retirement and Post-retirement mortality rates include 15 years of projected mortality improvement using 90% of Scale MP-2016 published by the Society of Actuaries.

**City of National City**  
**Required Supplementary Information (Unaudited) (Continued)**  
**Schedule of Changes in Net OPEB Liability and Related Ratios**  
**Last Ten Fiscal Years <sup>1</sup>**  
**For the Year Ended June 30, 2022**

Measurement period, year ending:	6/30/2022	6/30/2021	6/30/2020	6/30/2019	6/30/2018	6/30/2017
<b>Total OPEB liability</b>						
Service cost	\$ 243,592	\$ 215,583	\$ 190,082	\$ 201,904	\$ 196,023	\$ 189,577
Interest	134,422	153,536	169,175	187,984	177,753	170,970
Changes of benefit terms	-	-	-	-	-	-
Differences between expected and actual experience	(283,064)	(70,912)	-	(131,753)	-	-
Changes of assumptions	(1,070,116)	301,024	267,125	(25,433)	(53,296)	-
Benefit payments, including refunds of member contributions	(264,043)	(258,237)	(244,418)	(198,069)	(168,761)	(166,220)
<b>Net change in total OPEB liability</b>	<b>(1,239,209)</b>	<b>340,994</b>	<b>381,964</b>	<b>34,633</b>	<b>151,719</b>	<b>194,327</b>
<b>Total OPEB liability - beginning</b>	<b>6,025,707</b>	<b>5,684,713</b>	<b>5,302,749</b>	<b>5,268,116</b>	<b>5,116,397</b>	<b>4,922,070</b>
<b>Total OPEB liability - ending (a)</b>	<b>\$ 4,786,498</b>	<b>\$ 6,025,707</b>	<b>\$ 5,684,713</b>	<b>\$ 5,302,749</b>	<b>\$ 5,268,116</b>	<b>\$ 5,116,397</b>
<b>OPEB fiduciary net position</b>						
Contributions - employer	\$ 264,043	\$ 258,237	\$ 244,418	\$ 198,069	\$ 168,761	\$ 166,220
Net investment income	-	-	-	-	-	-
Benefit payments, including refunds of member contributions	(264,043)	(258,237)	(244,418)	(198,069)	(168,761)	(166,220)
Administrative expense	-	-	-	-	-	-
<b>Net change in plan fiduciary net position</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Plan fiduciary net position - beginning</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Plan fiduciary net position - ending (b)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Plan net OPEB liability - ending (a) - (b)</b>	<b>\$ 4,786,498</b>	<b>\$ 6,025,707</b>	<b>\$ 5,684,713</b>	<b>\$ 5,302,749</b>	<b>\$ 5,268,116</b>	<b>\$ 5,116,397</b>
<b>Plan fiduciary net position as a percentage of the total OPEB liability</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
<b>Covered payroll</b>	<b>\$ 24,976,459</b>	<b>\$ 24,723,720</b>	<b>\$ 24,062,015</b>	<b>\$ 23,361,180</b>	<b>\$ 23,316,000</b>	<b>\$ 23,316,000</b>
<b>Plan net OPEB liability as a percentage of covered payroll</b>	<b>19.16%</b>	<b>24.37%</b>	<b>23.63%</b>	<b>22.70%</b>	<b>22.59%</b>	<b>21.94%</b>

<sup>1</sup> Historical information is presented only for periods for which GASB 75 is implemented.

**SUPPLEMENTARY INFORMATION**





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# NON-MAJOR GOVERNMENTAL FUNDS

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## SPECIAL REVENUE FUNDS:

***Library Fund*** - This fund is used to account for the operation of the National City Library.

***Parks Maintenance Fund*** - This fund is used to account for operating and maintaining the City's parks.

***Library Capital Outlay Fund*** - This fund is used to account for revenues from real property transfer taxes set aside to finance capital outlay and capital improvement expenditures of the National City Library.

***Gas Tax Fund*** - This fund is used to account for the City's share of state gas tax revenue restricted for street improvement and maintenance.

***Community Development Block Grant (CDBG) Fund*** - This fund is used to account for federal funds received from HUD – Community Development Block Program.

***HOME Program Fund*** - This fund is used to account for federal funds received from HUD HOME Program.

***Asset Forfeiture Fund*** - This fund is used to account for the receipt and expenditure of funds provided by the federal government's asset seizure fund to be used exclusively for law enforcement purposes.

***Nutrition Fund*** - This fund is used for reporting the operations of the Nutrition program that is funded by a combination of grants funds from the County, a transfer from the Housing Authority, and voluntary payments from those who receive meals through the program.



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# NON-MAJOR GOVERNMENTAL FUNDS

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## DEBT SERVICE FUNDS:

*Library Bonds Debt Service Fund* - This fund is used to account for the property taxes collected for and debt service payments made on the bonds that were issued for construction of the library.

## CAPITAL PROJECT FUNDS:

*STP Local/TransNet Highway Fund* - This fund is used to account for funds received from the San Diego Association of Governments (“SANDAG”) for TransNet projects.

*Proposition “A” Capital Projects Fund* - This fund is used to account for funds received from the San Diego Association of Governments (“SANDAG”) for TransNet projects. Projects are funded by a one-half cent transactions and use tax approved by the voters in San Diego County.

*State-Local Partnership Fund* - This fund is used to account for the receipt and expenditures of funds provided by the State under the State-Local Transportation Partnership Program.

## PERMANENT FUNDS:

*Library Endowment Fund* - This fund is used to account for a financial endowment made to the Library. Only interest earned on the principal can be used to purchase books and other library materials.

**City of National City**  
**Combining Balance Sheet**  
**Non-Major Governmental Funds**  
**June 30, 2022**

Special Revenue

	Library	Parks Maintenance	Library Capital Outlay	Gas Tax	CDBG
<b>ASSETS</b>					
Cash and investments	\$ 683,676	\$ 132,308	\$ 881,048	\$ 947,071	\$ -
Receivables:					
Accounts	-	-	-	-	-
Taxes	7,330	8,541	18,874	331,450	-
Interest	-	-	-	2,418	-
Loans	-	-	-	-	31,215
Due from other funds	-	-	-	-	-
<b>Total assets</b>	<b>\$ 691,006</b>	<b>\$ 140,849</b>	<b>\$ 899,922</b>	<b>\$ 1,280,939</b>	<b>\$ 31,215</b>
<b>LIABILITIES AND FUND BALANCES</b>					
<b>Liabilities:</b>					
Accounts payable	\$ 28,668	\$ 12,570	\$ 4,040	\$ 58,822	\$ 64,260
Accrued liabilities	52,176	61,517	-	19,003	2,934
Due to other funds	-	-	-	-	174,146
Unearned revenue	-	-	-	-	-
<b>Total liabilities</b>	<b>80,844</b>	<b>74,087</b>	<b>4,040</b>	<b>77,825</b>	<b>241,340</b>
<b>Fund Balances (deficit):</b>					
Restricted	610,162	66,762	895,882	1,203,114	-
Unassigned (deficit)	-	-	-	-	(210,125)
<b>Total fund balances</b>	<b>610,162</b>	<b>66,762</b>	<b>895,882</b>	<b>1,203,114</b>	<b>(210,125)</b>
<b>Total liabilities, deferred inflows of     resources, and fund balances</b>	<b>\$ 691,006</b>	<b>\$ 140,849</b>	<b>\$ 899,922</b>	<b>\$ 1,280,939</b>	<b>\$ 31,215</b>

(Continued)

**City of National City**  
**Combining Balance Sheet (Continued)**  
**Non-Major Governmental Funds**  
**June 30, 2022**

	Special Revenue			Debt Service	Capital Projects
	HOME Program	Asset Forfeiture	Nutrition	Library Bonds	STP Local/ TransNet
<b>ASSETS</b>					
Cash and investments	\$ 830,778	\$ 221,681	\$ 25,223	\$ 959,749	\$ -
Receivables:					
Accounts	9,794	-	99,354	-	13
Taxes	-	-	-	1,095	-
Interest	1,794	466	-	2,034	-
Loans	620,780	-	-	-	-
Due from other funds	-	-	-	-	-
<b>Total assets</b>	<b>\$ 1,463,146</b>	<b>\$ 222,147</b>	<b>\$ 124,577</b>	<b>\$ 962,877</b>	<b>\$ 13</b>
<b>LIABILITIES AND FUND BALANCES</b>					
<b>Liabilities:</b>					
Accounts payable	\$ 33,949	\$ 16,119	\$ 14,217	\$ -	\$ -
Accrued liabilities	9,073	-	64,717	-	-
Due to other funds	-	-	28,248	-	-
Unearned revenue	1,088	-	-	-	-
<b>Total liabilities</b>	<b>44,110</b>	<b>16,119</b>	<b>107,182</b>	<b>-</b>	<b>-</b>
<b>Fund Balances (deficit):</b>					
Restricted	1,419,036	206,028	17,395	962,877	13
Unassigned (deficit)	-	-	-	-	-
<b>Total fund balances</b>	<b>1,419,036</b>	<b>206,028</b>	<b>17,395</b>	<b>962,877</b>	<b>13</b>
<b>Total liabilities, deferred inflows of     resources, and fund balances</b>	<b>\$ 1,463,146</b>	<b>\$ 222,147</b>	<b>\$ 124,577</b>	<b>\$ 962,877</b>	<b>\$ 13</b>

(Continued)

**City of National City**  
**Combining Balance Sheet (Continued)**  
**Non-Major Governmental Funds**  
**June 30, 2022**

	<u>Capital Projects</u>		<u>Permanent</u>	Total Other Governmental Funds
	<u>Proposition A</u>	<u>State-Local Partnership</u>	<u>Library Endowment</u>	
<b>ASSETS</b>				
Cash and investments	\$ 1,398,981	\$ 132,372	\$ 53,426	\$ 6,266,313
Receivables:				
Accounts	-	-	-	109,161
Taxes	-	-	-	367,290
Interest	2,962	279	113	10,066
Loans	-	-	-	651,995
Due from other funds	-	-	-	-
<b>Total assets</b>	<u>\$ 1,401,943</u>	<u>\$ 132,651</u>	<u>\$ 53,539</u>	<u>\$ 7,404,824</u>
<b>LIABILITIES AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Accounts payable	\$ 86,300	\$ -	\$ -	\$ 318,945
Accrued liabilities	-	-	-	209,420
Due to other funds	-	-	-	202,394
Unearned revenue	-	-	-	1,088
<b>Total liabilities</b>	<u>86,300</u>	<u>-</u>	<u>-</u>	<u>731,847</u>
<b>Fund Balances (deficit):</b>				
Restricted	1,315,643	132,651	53,539	6,883,102
Unassigned (deficit)	-	-	-	(210,125)
<b>Total fund balances</b>	<u>1,315,643</u>	<u>132,651</u>	<u>53,539</u>	<u>6,672,977</u>
<b>Total liabilities, deferred inflows of     resources, and fund balances</b>	<u>\$ 1,401,943</u>	<u>\$ 132,651</u>	<u>\$ 53,539</u>	<u>\$ 7,404,824</u>

(Concluded)

**City of National City**  
**Combining Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**Non-Major Governmental Funds**  
**For the Year Ended June 30, 2022**

	Special Revenue				
	Library	Parks Maintenance	Library Capital Outlay	Gas Tax	CDBG
<b>REVENUES:</b>					
Taxes	\$ 923,627	\$ 1,076,260	\$ 307,039	\$ 2,752,580	\$ -
Fines and forfeitures	-	-	-	-	-
Use of money and property	-	-	-	(13,622)	-
Intergovernmental	4,822	5,619	-	-	1,491,072
Charges for services	-	-	-	-	-
Other revenues	-	-	11,531	811	3,320
<b>Total revenues</b>	<b>928,449</b>	<b>1,081,879</b>	<b>318,570</b>	<b>2,739,769</b>	<b>1,494,392</b>
<b>EXPENDITURES:</b>					
Current:					
General government	-	-	-	-	-
Public safety	-	-	-	-	-
Transportation	-	-	-	1,684,411	-
Community development	-	-	-	-	406,708
Health	-	-	-	-	-
Culture and leisure	1,808,229	1,403,124	40,948	-	5,546
Capital outlay	-	-	-	981,084	-
Debt service:					
Principal	-	-	-	-	535,391
Interest and fiscal charges	-	45,700	-	-	21,501
<b>Total expenditures</b>	<b>1,808,229</b>	<b>1,448,824</b>	<b>40,948</b>	<b>2,665,495</b>	<b>969,146</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(879,780)</b>	<b>(366,945)</b>	<b>277,622</b>	<b>74,274</b>	<b>525,246</b>
<b>OTHER FINANCING SOURCES:</b>					
Transfers in	903,737	430,963	-	-	12,143
<b>Total other financing sources</b>	<b>903,737</b>	<b>430,963</b>	<b>-</b>	<b>-</b>	<b>12,143</b>
<b>CHANGES IN FUND BALANCES</b>	<b>23,957</b>	<b>64,018</b>	<b>277,622</b>	<b>74,274</b>	<b>537,389</b>
<b>FUND BALANCES (DEFICIT):</b>					
Beginning of year	586,205	2,744	618,260	1,128,840	(747,514)
End of year	<u>\$ 610,162</u>	<u>\$ 66,762</u>	<u>\$ 895,882</u>	<u>\$ 1,203,114</u>	<u>\$ (210,125)</u>

(Continued)

**City of National City**  
**Combining Statement of Revenues, Expenditures, and Changes in Fund Balances (Continued)**  
**Non-Major Governmental Funds**  
**For the Year Ended June 30, 2022**

	Special Revenue			Debt Service	Capital Projects
	HOME Program	Asset Forfeiture	Nutrition	Library Bonds	STP Local/ TransNet
<b>REVENUES:</b>					
Taxes	\$ -	\$ -	\$ -	\$ 340,080	\$ -
Fines and forfeitures	-	2,672	-	-	-
Use of money and property	12,902	(2,715)	-	(11,848)	-
Intergovernmental	396,007	-	333,159	-	-
Charges for services	-	-	-	-	-
Other revenues	20,382	-	64,632	-	-
<b>Total revenues</b>	<b>429,291</b>	<b>(43)</b>	<b>397,791</b>	<b>328,232</b>	<b>-</b>
<b>EXPENDITURES:</b>					
Current:					
General government	-	-	-	-	-
Public safety	-	9,612	-	-	-
Transportation	-	-	-	-	-
Community development	251,183	-	-	-	-
Health	-	-	59,389	-	-
Culture and leisure	-	-	918,433	-	-
Capital outlay	-	16,119	-	-	-
Debt service:					
Principal	-	-	-	300,000	-
Interest and fiscal charges	-	-	-	88,505	-
<b>Total expenditures</b>	<b>251,183</b>	<b>25,731</b>	<b>977,822</b>	<b>388,505</b>	<b>-</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>178,108</b>	<b>(25,774)</b>	<b>(580,031)</b>	<b>(60,273)</b>	<b>-</b>
<b>OTHER FINANCING SOURCES:</b>					
Transfers in	-	-	526,641	-	-
<b>Total other financing sources</b>	<b>-</b>	<b>-</b>	<b>526,641</b>	<b>-</b>	<b>-</b>
<b>CHANGES IN FUND BALANCES</b>	<b>178,108</b>	<b>(25,774)</b>	<b>(53,390)</b>	<b>(60,273)</b>	<b>-</b>
<b>FUND BALANCES (DEFICIT):</b>					
Beginning of year	1,240,928	231,802	70,785	1,023,150	13
End of year	<u>\$ 1,419,036</u>	<u>\$ 206,028</u>	<u>\$ 17,395</u>	<u>\$ 962,877</u>	<u>\$ 13</u>

(Continued)

**City of National City**  
**Combining Statement of Revenues, Expenditures, and Changes in Fund Balances (Continued)**  
**Non-Major Governmental Funds**  
**For the Year Ended June 30, 2022**

	Capital Projects		Permanent	Total Other Governmental Funds
	Proposition A	State-Local Partnership	Library Endowment	
<b>REVENUES:</b>				
Taxes	\$ -	\$ -	\$ -	\$ 5,399,586
Fines and forfeitures	-	-	-	2,672
Use of money and property	(19,596)	(1,630)	-	(36,509)
Intergovernmental	1,462,500	-	(657)	3,692,522
Charges for services	-	-	-	-
Other revenues	-	-	-	100,676
<b>Total revenues</b>	<b>1,442,904</b>	<b>(1,630)</b>	<b>(657)</b>	<b>9,158,947</b>
<b>EXPENDITURES:</b>				
Current:				
General government	-	-	-	-
Public safety	-	-	-	9,612
Transportation	-	-	-	1,684,411
Community development	-	-	-	657,891
Health	-	-	-	59,389
Culture and leisure	-	-	-	4,176,280
Capital outlay	862,186	-	-	1,859,389
Debt service:				
Principal	-	-	-	835,391
Interest and fiscal charges	-	-	-	155,706
<b>Total expenditures</b>	<b>862,186</b>	<b>-</b>	<b>-</b>	<b>9,438,069</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>580,718</b>	<b>(1,630)</b>	<b>(657)</b>	<b>(279,122)</b>
<b>OTHER FINANCING SOURCES:</b>				
Transfers in	-	-	-	1,873,484
<b>Total other financing sources</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,873,484</b>
<b>CHANGES IN FUND BALANCES</b>	<b>580,718</b>	<b>(1,630)</b>	<b>(657)</b>	<b>1,594,362</b>
<b>FUND BALANCES (DEFICIT):</b>				
Beginning of year	734,925	134,281	54,196	5,078,615
End of year	<u>\$ 1,315,643</u>	<u>\$ 132,651</u>	<u>\$ 53,539</u>	<u>\$ 6,672,977</u>

(Concluded)

**City of National City**  
**Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget and Actual**  
**Library Special Revenue Fund**  
**For the Year Ended June 30, 2022**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
<b>REVENUES:</b>				
Taxes	\$ 852,770	\$ 852,770	\$ 923,627	\$ 70,857
Intergovernmental	-	-	4,822	4,822
<b>Total revenues</b>	<u>852,770</u>	<u>852,770</u>	<u>928,449</u>	<u>75,679</u>
<b>EXPENDITURES:</b>				
Current:				
Culture and leisure	1,756,506	1,840,431	1,808,229	32,202
<b>Total expenditures</b>	<u>1,756,506</u>	<u>1,840,431</u>	<u>1,808,229</u>	<u>32,202</u>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(903,736)</u>	<u>(987,661)</u>	<u>(879,780)</u>	<u>107,881</u>
<b>OTHER FINANCING SOURCES:</b>				
Transfers in	-	-	903,737	903,737
<b>Total other financing sources</b>	<u>-</u>	<u>-</u>	<u>903,737</u>	<u>903,737</u>
<b>CHANGE IN FUND BALANCE</b>	<u>\$ (903,736)</u>	<u>\$ (987,661)</u>	<u>23,957</u>	<u>\$ 1,011,618</u>
<b>FUND BALANCE:</b>				
Beginning of year			<u>586,205</u>	
End of year			<u>\$ 610,162</u>	



**City of National City**  
**Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget and Actual**  
**Parks Maintenance Special Revenue Fund**  
**For the Year Ended June 30, 2022**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
<b>REVENUES:</b>				
Taxes	\$ 993,683	\$ 993,683	\$ 1,076,260	\$ 82,577
Intergovernmental	-	-	5,619	5,619
<b>Total revenues</b>	<u>993,683</u>	<u>993,683</u>	<u>1,081,879</u>	<u>88,196</u>
<b>EXPENDITURES:</b>				
Current:				
Health	500	500	-	500
Culture and leisure	1,618,209	1,661,187	1,403,124	258,063
Debt Service:				
Interest and fiscal charges	45,700	45,700	45,700	-
<b>Total expenditures</b>	<u>1,664,409</u>	<u>1,707,387</u>	<u>1,448,824</u>	<u>258,563</u>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(670,726)</u>	<u>(713,704)</u>	<u>(366,945)</u>	<u>346,759</u>
<b>OTHER FINANCING SOURCES:</b>				
Transfers in	-	-	430,963	430,963
<b>Total other financing sources</b>	<u>-</u>	<u>-</u>	<u>430,963</u>	<u>430,963</u>
<b>CHANGE IN FUND BALANCE</b>	<u>\$ (670,726)</u>	<u>\$ (713,704)</u>	<u>64,018</u>	<u>\$ 777,722</u>
<b>FUND BALANCE:</b>				
Beginning of year			<u>2,744</u>	
End of year			<u>\$ 66,762</u>	

**City of National City**  
**Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget and Actual**  
**Library Capital Outlay Special Revenue Fund**  
**For the Year Ended June 30, 2022**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
<b>REVENUES:</b>				
Taxes	\$ 136,000	\$ 136,000	\$ 307,039	\$ 171,039
Other revenues	20,000	20,000	11,531	(8,469)
<b>Total revenues</b>	<u>156,000</u>	<u>156,000</u>	<u>318,570</u>	<u>162,570</u>
<b>EXPENDITURES:</b>				
Current:				
General Government	-	17,379	-	(17,379)
Culture and leisure	51,400	51,400	40,948	10,452
Capital outlay	-	5,975	-	5,975
<b>Total expenditures</b>	<u>51,400</u>	<u>74,754</u>	<u>40,948</u>	<u>33,806</u>
<b>CHANGE IN FUND BALANCE</b>	<u>\$ 104,600</u>	<u>\$ 81,246</u>	277,622	<u>\$ 196,376</u>
<b>FUND BALANCE:</b>				
Beginning of year			618,260	
End of year			<u>\$ 895,882</u>	

**City of National City**  
**Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget and Actual**  
**Gas Tax Special Revenue Fund**  
**For the Year Ended June 30, 2022**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
<b>REVENUES:</b>				
Taxes	\$ 2,511,939	\$ 2,511,939	\$ 2,752,580	\$ 240,641
Use of money and property	45,662	45,662	(13,622)	(59,284)
Other revenues	-	-	811	811
<b>Total revenues</b>	<u>2,557,601</u>	<u>2,557,601</u>	<u>2,739,769</u>	<u>182,168</u>
<b>EXPENDITURES:</b>				
Current:				
Transportation	1,562,272	1,838,738	1,684,411	154,327
Capital outlay	1,218,000	2,803,726	981,084	1,822,642
<b>Total expenditures</b>	<u>2,780,272</u>	<u>4,642,464</u>	<u>2,665,495</u>	<u>1,976,969</u>
<b>CHANGE IN FUND BALANCE</b>	<u>\$ (222,671)</u>	<u>\$ (2,084,863)</u>	74,274	<u>\$ 2,159,137</u>
<b>FUND BALANCE:</b>				
Beginning of year			<u>1,128,840</u>	
End of year			<u>\$ 1,203,114</u>	

**City of National City**  
**Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget and Actual**  
**Community Development Block Grant (CDBG) Special Revenue Fund**  
**For the Year Ended June 30, 2022**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
<b>REVENUES:</b>				
Intergovernmental	\$ 733,391	\$ 733,391	\$ 1,491,072	\$ 757,681
Other revenues	-	-	3,320	3,320
<b>Total revenues</b>	<u>733,391</u>	<u>733,391</u>	<u>1,494,392</u>	<u>761,001</u>
<b>EXPENDITURES:</b>				
Current:				
Community development	406,181	957,440	406,708	550,732
Culture and leisure	13,750	13,750	5,546	8,204
Capital outlay	515,000	-	-	-
Debt service:				
Principal	520,000	520,000	535,391	(15,391)
Interest and fiscal charges	36,893	36,893	21,501	15,392
<b>Total expenditures</b>	<u>1,491,824</u>	<u>1,528,083</u>	<u>969,146</u>	<u>558,937</u>
<b>CHANGE IN FUND BALANCE</b>	<u>\$ (758,433)</u>	<u>\$ (794,692)</u>	537,389	<u>\$ 1,332,081</u>
<b>FUND BALANCE (DEFICIT):</b>				
Beginning of year			<u>(747,514)</u>	
End of year			<u>\$ (210,125)</u>	

**City of National City**  
**Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget and Actual**  
**HOME Program Special Revenue Fund**  
**For the Year Ended June 30, 2022**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 12,902	\$ 12,902
Intergovernmental	328,323	328,323	396,007	67,684
Other revenues	-	-	20,382	20,382
<b>Total revenues</b>	<b>328,323</b>	<b>328,323</b>	<b>429,291</b>	<b>100,968</b>
<b>EXPENDITURES:</b>				
Current:				
Community development	71,929	563,024	251,183	311,841
Culture and leisure	-	323,129	-	323,129
<b>Total expenditures</b>	<b>71,929</b>	<b>886,153</b>	<b>251,183</b>	<b>634,970</b>
<b>CHANGE IN FUND BALANCE</b>	<b>\$ 256,394</b>	<b>\$ (557,830)</b>	<b>178,108</b>	<b>\$ 735,938</b>
<b>FUND BALANCE:</b>				
Beginning of year			1,240,928	
End of year			<u>\$ 1,419,036</u>	

**City of National City**  
**Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget and Actual**  
**Asset Forfeiture Special Revenue Fund**  
**For the Year Ended June 30, 2022**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
<b>REVENUES:</b>				
Fines and forfeitures	\$ -	\$ -	\$ 2,672	\$ 2,672
Use of money and property	-	-	(2,715)	(2,715)
<b>Total revenues</b>	<u>-</u>	<u>-</u>	<u>(43)</u>	<u>(43)</u>
<b>EXPENDITURES:</b>				
Current:				
Public safety	-	3,000	9,612	(6,612)
Capital outlay	-	20,494	16,119	(4,375)
<b>Total expenditures</b>	<u>-</u>	<u>23,494</u>	<u>25,731</u>	<u>(2,237)</u>
<b>CHANGE IN FUND BALANCE</b>	<u>\$ -</u>	<u>\$ (23,494)</u>	<u>(25,774)</u>	<u>\$ (2,280)</u>
<b>FUND BALANCE:</b>				
Beginning of year			<u>231,802</u>	
End of year			<u>\$ 206,028</u>	

**City of National City**  
**Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget and Actual**  
**Nutrition Special Revenue Fund**  
**For the Year Ended June 30, 2022**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
<b>REVENUES:</b>				
Intergovernmental	\$ 340,898	\$ 340,898	\$ 333,159	\$ (7,739)
Other revenues	72,600	72,600	64,632	(7,968)
<b>Total revenues</b>	<b>413,498</b>	<b>413,498</b>	<b>397,791</b>	<b>(15,707)</b>
<b>EXPENDITURES:</b>				
Current:				
Health	-	-	59,389	(59,389)
Culture and leisure	1,044,523	1,059,770	918,433	141,337
<b>Total expenditures</b>	<b>1,044,523</b>	<b>1,059,770</b>	<b>977,822</b>	<b>81,948</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(631,025)</b>	<b>(646,272)</b>	<b>(580,031)</b>	<b>66,241</b>
<b>OTHER FINANCING SOURCES:</b>				
Transfers in	-	-	526,641	526,641
<b>Total other financing sources</b>	<b>-</b>	<b>-</b>	<b>526,641</b>	<b>526,641</b>
<b>CHANGE IN FUND BALANCE</b>	<b>\$ (631,025)</b>	<b>\$ (646,272)</b>	<b>(53,390)</b>	<b>\$ 592,882</b>
<b>FUND BALANCE:</b>				
Beginning of year			70,785	
End of year			<u>\$ 17,395</u>	

**City of National City**  
**Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget and Actual**  
**Library Bonds Debt Service Fund**  
**For the Year Ended June 30, 2022**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
<b>REVENUES:</b>				
Taxes	\$ 385,375	\$ 385,375	\$ 340,080	\$ (45,295)
Use of Money and Property	-	-	(11,848)	(11,848)
<b>Total revenues</b>	<u>385,375</u>	<u>385,375</u>	<u>328,232</u>	<u>(57,143)</u>
<b>EXPENDITURES:</b>				
Debt Service:				
Principal	300,000	300,000	300,000	-
Interest and fiscal charges	85,375	85,375	88,505	(3,130)
<b>Total expenditures</b>	<u>385,375</u>	<u>385,375</u>	<u>388,505</u>	<u>(3,130)</u>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<u>-</u>	<u>-</u>	<u>(60,273)</u>	<u>(60,273)</u>
<b>CHANGE IN FUND BALANCE</b>	<u>\$ -</u>	<u>\$ -</u>	<u>(60,273)</u>	<u>\$ (60,273)</u>
<b>FUND BALANCE:</b>				
Beginning of year			<u>1,023,150</u>	
End of year			<u>\$ 962,877</u>	



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# INTERNAL SERVICE FUNDS

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*Internal Service Funds* are used to finance and account for special activities and services performed by a designated City department for other departments on a cost reimbursement basis.

*Facilities Maintenance Fund* - This fund is used to account for the costs of maintaining all City-owned buildings in a clean, safe, workable, and pleasant condition.

*Liability Insurance Fund* - This fund is used to account for the costs of maintaining the City's workers' compensation and liability insurance programs.

*Information Systems Maintenance Fund* - This fund is used to account for the costs of maintaining the City's computer-related information systems.

*Office Equipment Depreciation Fund* - This fund is used to account for the costs to replace City office equipment.

*Telecommunications Revolving Fund* - This fund is used to account for the costs of maintaining the City's telecommunications system.

*Motor Vehicle Services Fund* - This fund is used to account for the City's costs of preventative maintenance and repairs for all City vehicles including police, fire, general administrative, park, sewer and public works equipment.

*Vehicle Replacement Reserve Fund* - This fund is used to account for the costs of acquiring City vehicles and related equipment and for building a reserve for their future replacement.

**City of National City**  
**Combining Statement of Net Position**  
**All Internal Service Funds**  
**June 30, 2022**

	Facilities Maintenance	Liability Insurance	Information Systems Maintenance	Office Equipment Depreciation
<b>ASSETS</b>				
Current assets:				
Cash and investments	\$ 115,363	\$ 16,732,602	\$ 1,700,329	\$ 635,768
Accounts receivable	-	61,565	-	-
Prepaid items and deposits	-	-	37,520	-
Total current assets	<u>115,363</u>	<u>16,794,167</u>	<u>1,737,849</u>	<u>635,768</u>
Noncurrent assets:				
Restricted cash and investments with fiscal agents	10,334	-	-	-
Capital assets, net	594,735	-	94,218	-
Total noncurrent assets	<u>605,069</u>	<u>-</u>	<u>94,218</u>	<u>-</u>
<b>Total assets</b>	<u>720,432</u>	<u>16,794,167</u>	<u>1,832,067</u>	<u>635,768</u>
<b>LIABILITIES</b>				
Current liabilities:				
Accounts payable and accrued liabilities	417,636	177,559	174,003	-
Salaries payable	19,135	2,055	10,011	-
Interest payable	5,914	-	-	-
Leases payable - due within one year	151,532	-	-	-
Compensated absences - due within one year	31,140	5,062	38,335	-
Claims payable - due within one year	-	1,039,029	-	-
Total current liabilities	<u>625,357</u>	<u>1,223,705</u>	<u>222,349</u>	<u>-</u>
Noncurrent liabilities:				
Leases payable - due in more than one year	326,372	-	-	-
Claims payable - due within one year	-	9,926,971	-	-
Total noncurrent liabilities	<u>326,372</u>	<u>9,926,971</u>	<u>-</u>	<u>-</u>
<b>Total liabilities</b>	<u>951,729</u>	<u>11,150,676</u>	<u>222,349</u>	<u>-</u>
<b>NET POSITION</b>				
Net investment in capital assets	116,831	-	94,218	-
Restricted for debt service	10,334	-	-	-
Unrestricted (deficit)	(358,462)	5,643,491	1,515,500	635,768
<b>Total net position (deficit)</b>	<u>\$ (231,297)</u>	<u>\$ 5,643,491</u>	<u>\$ 1,609,718</u>	<u>\$ 635,768</u>

**City of National City**  
**Combining Statement of Net Position (Continued)**  
**All Internal Service Funds**  
**June 30, 2022**

	Tele- communications Revolving	Motor Vehicle Services	Vehicle Replacement Reserve	Total
<b>ASSETS</b>				
Current assets:				
Cash and investments	\$ 14,623	\$ 846,725	\$ 4,485,961	\$ 24,531,371
Accounts receivable	-	-	-	61,565
Prepaid items and deposits	-	-	-	37,520
Total current assets	<u>14,623</u>	<u>846,725</u>	<u>4,485,961</u>	<u>24,630,456</u>
Noncurrent assets:				
Restricted cash and investments with fiscal agents	-	-	-	10,334
Capital assets, net	-	-	4,237,698	4,926,651
Total noncurrent assets	<u>-</u>	<u>-</u>	<u>4,237,698</u>	<u>4,936,985</u>
<b>Total assets</b>	<u>14,623</u>	<u>846,725</u>	<u>8,723,659</u>	<u>29,567,441</u>
<b>LIABILITIES</b>				
Current liabilities:				
Accounts payable and accrued liabilities	-	82,529	246,620	1,098,347
Salaries payable	-	7,608	-	38,809
Interest payable	-	-	-	5,914
Leases payable - due within one year	-	-	-	151,532
Compensated absences - due within one year	-	35,056	-	109,593
Claims payable - due within one year	-	-	-	1,039,029
Total current liabilities	<u>-</u>	<u>125,193</u>	<u>246,620</u>	<u>2,443,224</u>
Noncurrent liabilities:				
Leases payable - due in more than one year	-	-	-	326,372
Claims payable - due within one year	-	-	-	9,926,971
Total noncurrent liabilities	<u>-</u>	<u>-</u>	<u>-</u>	<u>10,253,343</u>
<b>Total liabilities</b>	<u>-</u>	<u>125,193</u>	<u>246,620</u>	<u>12,696,567</u>
<b>NET POSITION</b>				
Net investment in capital assets	-	-	4,237,698	4,448,747
Restricted for debt service	-	-	-	10,334
Unrestricted (deficit)	14,623	721,532	4,239,341	12,411,793
<b>Total net position (deficit)</b>	<u>\$ 14,623</u>	<u>\$ 721,532</u>	<u>\$ 8,477,039</u>	<u>\$ 16,870,874</u>

**City of National City**  
**Combining Statement of Revenues, Expenses, and Changes in Net Position**  
**All Internal Service Funds**  
**For the Year Ended June 30, 2022**

	Facilities Maintenance	Liability Insurance	Information Systems Maintenance	Office Equipment Depreciation
<b>OPERATING REVENUES:</b>				
Charges for services	\$ 2,796,928	\$ 3,896,200	\$ 2,425,979	\$ -
Other	-	540,165	-	-
<b>Total operating revenues</b>	<u>2,796,928</u>	<u>4,436,365</u>	<u>2,425,979</u>	<u>-</u>
<b>OPERATING EXPENSES:</b>				
Operations and administration	1,023,178	2,667,989	738,093	-
Maintenance	2,072,600	79,766	1,411,071	-
Depreciation	150,749	-	166,198	-
<b>Total operating expenses</b>	<u>3,246,527</u>	<u>2,747,755</u>	<u>2,315,362</u>	<u>-</u>
<b>Operating income (loss)</b>	<u>(449,599)</u>	<u>1,688,610</u>	<u>110,617</u>	<u>-</u>
<b>NONOPERATING REVENUES (EXPENSES):</b>				
Interest expense	(26,362)	-	-	-
<b>Total nonoperating revenues (expenses)</b>	<u>(26,362)</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Income (loss) before transfers</b>	<u>(475,961)</u>	<u>1,688,610</u>	<u>110,617</u>	<u>-</u>
<b>TRANSFERS:</b>				
Transfers in	-	-	-	-
<b>Total transfers</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Changes in net position</b>	<u>(475,961)</u>	<u>1,688,610</u>	<u>110,617</u>	<u>-</u>
<b>NET POSITION (DEFICIT):</b>				
Beginning of year	244,664	3,954,881	1,499,101	635,768
End of year	<u>\$ (231,297)</u>	<u>\$ 5,643,491</u>	<u>\$ 1,609,718</u>	<u>\$ 635,768</u>

**City of National City**  
**Combining Statement of Revenues, Expenses, and Changes in Net Position (Continued)**  
**All Internal Service Funds**  
**For the Year Ended June 30, 2022**

	Tele- communications Revolving	Motor Vehicle Services	Vehicle Replacement Reserve	Total
<b>OPERATING REVENUES:</b>				
Charges for services	\$ -	\$ 1,185,009	\$ 1,283,245	\$ 11,587,361
Other	-	-	-	540,165
<b>Total operating revenues</b>	<b>-</b>	<b>1,185,009</b>	<b>1,283,245</b>	<b>12,127,526</b>
<b>OPERATING EXPENSES:</b>				
Operations and administration	-	398,270	846,433	5,673,963
Maintenance	-	863,031	-	4,426,468
Depreciation	-	-	734,027	1,050,974
<b>Total operating expenses</b>	<b>-</b>	<b>1,261,301</b>	<b>1,580,460</b>	<b>11,151,405</b>
<b>Operating income (loss)</b>	<b>-</b>	<b>(76,292)</b>	<b>(297,215)</b>	<b>976,121</b>
<b>NONOPERATING REVENUES (EXPENSES):</b>				
Interest expense	-	-	-	(26,362)
<b>Total nonoperating revenues (expenses)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(26,362)</b>
<b>Income (loss) before transfers</b>	<b>-</b>	<b>(76,292)</b>	<b>(297,215)</b>	<b>949,759</b>
<b>TRANSFERS:</b>				
Transfers in	-	-	910,829	910,829
<b>Total transfers</b>	<b>-</b>	<b>-</b>	<b>910,829</b>	<b>910,829</b>
<b>Changes in net position</b>	<b>-</b>	<b>(76,292)</b>	<b>613,614</b>	<b>1,860,588</b>
<b>NET POSITION (DEFICIT):</b>				
Beginning of year	14,623	797,824	7,863,425	15,010,286
End of year	<u>\$ 14,623</u>	<u>\$ 721,532</u>	<u>\$ 8,477,039</u>	<u>\$ 16,870,874</u>

**City of National City**  
**Combining Statement of Cash Flows**  
**All Internal Service Funds**  
**For the Year Ended June 30, 2022**

	Facilities Maintenance	Liability Insurance	Information Systems Maintenance	Office Equipment Depreciation
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>				
Cash received from other funds	\$ 2,796,928	\$ 3,896,200	\$ 2,425,979	\$ -
Cash payments for goods and services	(2,774,361)	(3,704,249)	(2,225,069)	-
Other operating revenues	-	540,165	-	-
<b>Net cash provided by (used in) operating activities</b>	<b>22,567</b>	<b>732,116</b>	<b>200,910</b>	<b>-</b>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>				
Principal paid on capital lease	(144,258)	-	-	-
Acquisition of capital assets	-	-	-	-
Interest paid	(28,147)	-	-	-
<b>Net cash (used in) capital and related financing activities</b>	<b>(172,405)</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</b>				
Amounts received from (paid to) other funds	(187,362)	(18,058)	(172,356)	-
Transfers in	-	-	-	-
<b>Net cash provided by (used in) noncapital financing activities</b>	<b>(187,362)</b>	<b>(18,058)</b>	<b>(172,356)</b>	<b>-</b>
<b>Net change in cash and cash equivalents</b>	<b>(337,200)</b>	<b>714,058</b>	<b>28,554</b>	<b>-</b>
<b>CASH AND CASH EQUIVALENTS:</b>				
Beginning of year	462,897	16,018,544	1,671,775	635,768
End of year	<u>\$ 125,697</u>	<u>\$ 16,732,602</u>	<u>\$ 1,700,329</u>	<u>\$ 635,768</u>
<b>RECONCILIATION TO STATEMENT OF NET POSITION:</b>				
Cash and investments	\$ 115,363	\$ 16,732,602	\$ 1,700,329	\$ 635,768
Restricted cash and investments with fiscal agents	10,334	-	-	-
<b>Total cash and cash equivalents</b>	<u>\$ 125,697</u>	<u>\$ 16,732,602</u>	<u>\$ 1,700,329</u>	<u>\$ 635,768</u>

**City of National City**  
**Combining Statement of Cash Flows (Continued)**  
**All Internal Service Funds**  
**For the Year Ended June 30, 2022**

	Tele- communications Revolving	Motor Vehicle Services	Vehicle Replacement Reserve	Total
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>				
Cash received from other funds	\$ -	\$ 1,185,009	\$ 1,283,245	\$ 11,587,361
Cash payments for goods and services	-	(1,209,853)	(738,131)	(10,651,663)
Other operating revenues	-	-	-	540,165
<b>Net cash provided by (used in) operating activities</b>	<b>-</b>	<b>(24,844)</b>	<b>545,114</b>	<b>1,475,863</b>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>				
Principal paid on capital lease	-	-	-	(144,258)
Acquisition of capital assets	-	-	-	-
Interest paid	-	-	-	(28,147)
<b>Net cash (used in) capital and related financing activities</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(172,405)</b>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</b>				
Amounts received from (paid to) other funds	-	(96,102)	-	(473,878)
Transfers in	-	-	910,830	910,830
<b>Net cash provided by (used in) noncapital financing activities</b>	<b>-</b>	<b>(96,102)</b>	<b>910,830</b>	<b>436,952</b>
<b>Net change in cash and cash equivalents</b>	<b>-</b>	<b>(120,946)</b>	<b>1,455,944</b>	<b>1,740,410</b>
<b>CASH AND CASH EQUIVALENTS:</b>				
Beginning of year	14,623	967,671	3,030,017	22,801,295
End of year	<u>\$ 14,623</u>	<u>\$ 846,725</u>	<u>\$ 4,485,961</u>	<u>\$ 24,541,705</u>
<b>RECONCILIATION TO STATEMENT OF NET POSITION:</b>				
Cash and investments	\$ 14,623	\$ 846,725	\$ 4,485,961	\$ 24,531,371
Restricted cash and investments with fiscal agents	-	-	-	10,334
<b>Total cash and cash equivalents</b>	<u>\$ 14,623</u>	<u>\$ 846,725</u>	<u>\$ 4,485,961</u>	<u>\$ 24,541,705</u>

**City of National City**  
**Combining Statement of Cash Flows (Continued)**  
**All Internal Service Funds**  
**For the Year Ended June 30, 2022**

	<u>Facilities Maintenance</u>	<u>Liability Insurance</u>	<u>Information Systems Maintenance</u>	<u>Office Equipment Depreciation</u>
<b>RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES:</b>				
Operating income (loss)	\$ (449,599)	\$ 1,688,610	\$ 110,617	\$ -
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:				
Depreciation	150,749	-	166,198	-
Changes in operating assets and liabilities:				
Accounts payable and accrued liabilities	301,815	20,930	(102,673)	-
Salaries payable	(6,068)	(101)	(7,356)	-
Compensated absences	25,670	4,677	34,124	-
Claims payable	-	(982,000)	-	-
Total adjustments	<u>472,166</u>	<u>(956,494)</u>	<u>90,293</u>	<u>-</u>
<b>Net cash provided by (used in) operating activities</b>	<u><u>\$ 22,567</u></u>	<u><u>\$ 732,116</u></u>	<u><u>\$ 200,910</u></u>	<u><u>\$ -</u></u>



**City of National City**  
**Combining Statement of Cash Flows (Continued)**  
**All Internal Service Funds**  
**For the Year Ended June 30, 2022**

	Tele- communications Revolving	Motor Vehicle Services	Equipment Replacement Reserve	Total
<b>RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES:</b>				
Operating income (loss)	\$ -	\$ (76,292)	\$ (297,215)	\$ 976,121
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:				
Depreciation	-	-	734,027	1,050,974
Changes in operating assets and liabilities:				
Accounts payable and accrued liabilities	-	20,089	108,302	348,463
Salaries payable	-	(2,724)	-	(16,249)
Compensated absences	-	34,083	-	98,554
Claims payable	-	-	-	(982,000)
Total adjustments	-	51,448	842,329	499,742
<b>Net cash provided by (used in) operating activities</b>	<b>\$ -</b>	<b>\$ (24,844)</b>	<b>\$ 545,114</b>	<b>\$ 1,475,863</b>



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**STATISTICAL SECTION**





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**CITY OF NATIONAL CITY, CALIFORNIA**  
**STATISTICAL SECTION**  
**JUNE 30, 2020**

**Statistical Section**

Financial Presentations included in the Statistical Section provide data and information on the financial, physical, and economic characteristics of the City of National City. The following schedules cover multiple fiscal years and provide readers with a broader and more complete understanding of the City and its financial affairs and economic condition. They also present detailed information as a context for understanding this year's financial statements, note disclosure, and required supplementary information.

<b>Financial Trends</b>	<b>Page</b>
These schedules contain trend information to help readers understand and assess how the City's financial position has changed over time.	
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Changes in Net Position	146
Fund Balances of Government Funds	150
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<b>Revenue Capacity</b>	
These schedules contain information to help readers understand and assess the City's local revenue sources.	
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<b>Debt Capacity</b>	
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<b>Demographic and Economic Information</b>	
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**City of National City**  
**Net Position by Component**  
**Last Ten Fiscal Years**  
**(accrual basis of accounting)**

	Fiscal Year				
	2013	2014	2015	2016	2017
<b>Governmental Activities:</b>					
Net Investment in					
Capital Assets	\$ 99,343,176	\$ 108,881,192	\$ 120,377,947	\$ 134,444,245	\$ 140,128,868
Restricted for:					
General Services <sup>1</sup>	-	25,690,372	24,671,923	29,511,338	17,830,592
Community Development	535,026	4,522,562	5,348,413	3,448,959	1,413,792
Public Safety	-	-	-	-	1,566,498
Transportation	-	-	-	-	2,279,981
Culture and Leisure/General Services	-	-	-	-	-
Housing	-	-	-	-	8,450,433
Debt Service	472,988	1,691,931	1,676,222	1,845,117	1,753,076
Capital projects	2,332,408	2,769,086	2,193,169	942,285	840,156
Investment in Section 115 trust					
Unrestricted	71,462,265	40,409,653	(34,896,708)	(26,157,042)	(31,330,173)
<b>Total governmental activities net position</b>	<b>\$ 174,145,863</b>	<b>\$ 183,964,796</b>	<b>\$ 119,370,966</b>	<b>\$ 144,034,902</b>	<b>\$ 142,933,223</b>
<b>Business-type Activities:</b>					
Net Investment in					
Capital Assets	\$ 4,760,761	\$ 4,725,523	\$ 4,926,410	\$ 4,905,110	\$ 4,995,791
Restricted					
Community Development	-	-	-	-	-
Public Safety	-	-	-	-	1,422,433
Transportation	-	-	-	-	-
Culture and Leisure	-	-	-	-	-
Housing	-	-	-	-	-
Debt Service	1,953,838	2,121,988	1,876,125	2,031,385	763,085
Unrestricted	265,456	4,502	98,698	99,478	(13,016)
<b>Total business-type activities net position</b>	<b>\$ 6,980,055</b>	<b>\$ 6,852,013</b>	<b>\$ 6,901,233</b>	<b>\$ 7,035,973</b>	<b>\$ 7,168,293</b>
<b>Primary Government:</b>					
Net Investment in					
Capital Assets	104,103,937	113,606,715	125,304,357	139,349,355	145,124,659
Restricted	5,294,260	36,795,939	35,765,852	37,779,084	36,320,046
Unrestricted	71,727,721	40,414,155	(34,798,010)	(26,057,564)	(31,343,189)
<b>Total primary government net position</b>	<b>\$ 181,125,918</b>	<b>\$ 190,816,809</b>	<b>\$ 126,272,199</b>	<b>\$ 151,070,875</b>	<b>\$ 150,101,516</b>

<sup>1</sup> General Services category added in 2014

Source: City of National City Annual Comprehensive Financial Reports or financial statements

**City of National City**  
**Net Position by Component (Continued)**  
**Last Ten Fiscal Years**  
**(accrual basis of accounting)**

	Fiscal Year				
	2018	2019	2020	2021	2022
<b>Governmental Activities:</b>					
Net Investment in					
Capital Assets	\$ 141,748,074	\$ 147,820,375	\$ 155,530,504	\$ 161,450,929	\$ 161,453,603
Restricted for:					
General Services <sup>1</sup>	16,441,482	17,345,785	20,040,951	20,231,609	23,905,988
Community Development	283,394	169,573	19,999	20,000	20,000
Public Safety	1,472,665	1,296,186	221,853	231,802	206,028
Transportation	1,985,811	1,157,623	13	1,245,013	13
Culture and Leisure/General Services	-	-	-	-	-
Housing	8,980,034	74,709,334	75,199,504	75,139,133	63,427,755
Debt Service	1,681,688	1,667,147	1,630,317	1,023,150	962,877
Capital projects	721,171	1,743,976	2,039,987	2,336,049	2,775,920
Investment in Section 115 trust		1,749,740	1,749,740	10,813,351	9,526,733
Unrestricted	<u>(33,783,858)</u>	<u>(41,622,749)</u>	<u>(48,893,956)</u>	<u>(57,801,974)</u>	<u>(41,476,853)</u>
Total governmental activities net position	<u>\$ 139,530,461</u>	<u>\$ 206,036,990</u>	<u>\$ 207,538,912</u>	<u>\$ 214,689,062</u>	<u>\$ 220,802,064</u>
<b>Business-type Activities:</b>					
Net Investment in					
Capital Assets	\$ 5,003,945	\$ -	\$ -	\$ -	\$ -
Restricted					
Community Development	-	-	-	-	-
Public Safety	1,514,475	-	-	-	-
Transportation	-	-	-	-	-
Culture and Leisure	-	-	-	-	-
Housing	-	-	-	-	-
Debt Service	818,678	-	-	-	-
Unrestricted	22,571	-	-	-	-
Total business-type activities net position	<u>\$ 7,359,669</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Primary Government:</b>					
Net Investment in					
Capital Assets	146,752,019	147,820,375	155,530,504	162,195,929	161,453,603
Restricted	33,899,398	99,839,364	100,902,364	111,040,107	100,825,314
Unrestricted	<u>(33,761,287)</u>	<u>(41,622,749)</u>	<u>(48,893,956)</u>	<u>(57,801,974)</u>	<u>(41,399,785)</u>
Total primary government net position	<u>\$ 146,890,130</u>	<u>\$ 206,036,990</u>	<u>\$ 207,538,912</u>	<u>\$ 215,434,062</u>	<u>\$ 220,879,132</u>

<sup>1</sup> General Services category added in 2014

Source: City of National City Annual Comprehensive Financial Reports or financial statements

**City of National City**  
**Changes in Net Position**  
**Last Ten Fiscal Years**  
**(accrual basis of accounting)**

	Fiscal Year				
	2013	2014	2015	2016	2017
<b>Expenses:</b>					
<b>Governmental Activities:</b>					
General government	\$ 443,592	\$ 5,240,947	\$ 6,299,372	\$ 6,237,858	\$ 7,379,307
Public safety	28,024,676	29,045,583	31,522,488	31,293,361	34,007,632
Transportation	3,061,647	6,315,524	6,737,292	8,605,631	8,925,351
Community development	11,991,339	11,669,866	11,603,528	11,812,563	13,560,523
Health	8,477,778	7,026,857	7,416,697	7,499,719	8,102,830
Culture and leisure	5,784,578	6,712,036	6,349,578	7,188,896	8,129,529
Interest and fiscal charges	633,338	439,367	407,194	308,808	243,832
Depreciation expense (unallocated)	4,423,669	-	-	-	-
<b>Total governmental activities expenses</b>	<b>\$ 62,840,617</b>	<b>\$ 66,450,180</b>	<b>\$ 70,336,149</b>	<b>\$ 72,946,836</b>	<b>\$ 80,349,004</b>
<b>Business-type Activities:</b>					
Transportation Development Act <sup>1</sup>	\$ -	\$ -	\$ -	\$ -	\$ -
Community development commission	-	-	-	-	-
Kimball Towers	1,089,698	1,356,385	1,251,377	1,160,095	1,166,521
Morgan Towers	1,177,596	1,130,218	1,078,546	1,113,885	1,141,607
<b>Total business-type activities expenses</b>	<b>\$ 2,267,294</b>	<b>\$ 2,486,603</b>	<b>\$ 2,329,923</b>	<b>\$ 2,273,980</b>	<b>\$ 2,308,128</b>
<b>Total primary government expenses</b>	<b>\$ 65,107,911</b>	<b>\$ 68,936,783</b>	<b>\$ 72,666,072</b>	<b>\$ 75,220,816</b>	<b>\$ 82,657,132</b>
<b>Program Revenue:</b>					
<b>Government Activities:</b>					
<b>Charges for services:</b>					
General government	\$ 1,258,710	\$ 2,371,861	\$ 3,101,468	\$ 5,081,812	\$ 2,697,690
Public safety	3,018,064	3,150,630	3,807,824	2,681,493	2,704,952
Transportation	1,549,092	2,195,535	1,863,599	1,344,988	1,218,156
Community development	2,079,578	2,994,274	3,260,501	1,908,755	2,105,289
Health	7,414,151	7,534,320	9,522,136	8,363,190	8,819,322
Culture and leisure	246,880	199,493	353,740	306,675	631,597
Operating grants and contributions	14,732,996	15,818,335	12,508,517	13,295,661	15,280,776
Capital grants and contributions	1,006,059	6,284,789	11,399,349	7,299,398	3,878,546
<b>Total governmental activities program revenue</b>	<b>\$ 31,305,530</b>	<b>\$ 40,549,237</b>	<b>\$ 45,817,134</b>	<b>\$ 40,281,972</b>	<b>\$ 37,336,328</b>
<b>Business-type Activities:</b>					
<b>Charges for services:</b>					
Community development commission	\$ -	\$ -	\$ -	\$ -	\$ -
Kimball Towers	1,073,082	1,096,559	1,101,514	1,124,578	1,130,543
Morgan Towers	1,241,253	1,244,129	1,260,181	1,266,441	1,289,180
Operating grants and contributions	-	-	-	-	-
Capital grants and contributions	-	-	-	-	-
<b>Total business-type activities program revenue</b>	<b>\$ 2,314,335</b>	<b>\$ 2,340,688</b>	<b>\$ 2,361,695</b>	<b>\$ 2,391,019</b>	<b>\$ 2,419,723</b>
<b>Total primary government program revenue</b>	<b>\$ 33,619,865</b>	<b>\$ 42,889,925</b>	<b>\$ 48,178,829</b>	<b>\$ 42,672,991</b>	<b>\$ 39,756,051</b>
<b>Net Revenues (Expenses):</b>					
Governmental activities	(31,535,087)	(25,900,943)	(24,519,015)	(32,664,864)	(43,012,676)
Business-type activities	47,041	(145,915)	31,772	117,039	111,595
<b>Total Net Revenues (Expenses)</b>	<b>\$ (31,488,046)</b>	<b>\$ (26,046,858)</b>	<b>\$ (24,487,243)</b>	<b>\$ (32,547,825)</b>	<b>\$ (42,901,081)</b>

Source: City of National City Annual Comprehensive Financial Reports or financial statements



**City of National City**  
**Changes in Net Position (Continued)**  
**Last Ten Fiscal Years**  
**(accrual basis of accounting)**

	Fiscal Year				
	2018	2019	2020	2021	2022
<b>Expenses:</b>					
<b>Governmental Activities:</b>					
General government	\$ 15,307,497	\$ 14,474,787	\$ 13,745,988	\$ 10,868,545	\$ 20,793,460
Public safety	39,597,743	41,216,052	45,669,420	46,808,349	38,710,643
Transportation	8,076,078	8,479,861	8,262,579	8,503,284	8,358,045
Community development	12,884,161	13,521,091	15,463,076	16,056,965	16,113,804
Health	7,467,338	8,160,870	8,229,336	8,167,924	7,726,217
Culture and leisure	8,521,220	7,686,697	7,617,459	8,795,715	8,428,049
Interest and fiscal charges	414,353	380,597	398,181	528,873	2,298,786
Depreciation expense (unallocated)	-	-			
<b>Total governmental activities expenses</b>	<b>\$ 92,268,390</b>	<b>\$ 93,919,955</b>	<b>\$ 99,386,039</b>	<b>\$ 99,729,655</b>	<b>\$ 102,429,004</b>
<b>Business-type Activities:</b>					
Transportation Development Act <sup>1</sup>	\$ -	\$ -	\$ -	\$ -	\$ -
Community development commission	-	-	-	-	-
Kimball Towers	1,187,232	945,180			
Morgan Towers	1,102,742	787,266			
<b>Total business-type activities expenses</b>	<b>\$ 2,289,974</b>	<b>\$ 1,732,446</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total primary government expenses</b>	<b>\$ 94,558,364</b>	<b>\$ 95,652,401</b>	<b>\$ 99,386,039</b>	<b>\$ 99,729,655</b>	<b>\$ 102,429,004</b>
<b>Program Revenue:</b>					
<b>Government Activities:</b>					
<b>Charges for services:</b>					
General government	\$ 2,543,350	\$ 1,811,719	\$ 1,633,484	\$ 2,035,702	\$ 6,476,152
Public safety	3,393,625	2,911,464	4,588,977	3,833,783	3,455,987
Transportation	1,640,930	2,556,059	2,559,252	2,559,581	2,796,202
Community development	3,320,354	4,461,949	5,390,111	3,885,598	3,235,575
Health	8,624,774	8,551,905	11,046,138	10,557,839	11,814,786
Culture and leisure	676,015	477,370	613,722	484,207	577,948
Operating grants and contributions	14,306,662	14,908,491	16,658,135	17,685,441	18,533,739
Capital grants and contributions	6,414,610	4,201,520	4,465,126	6,109,734	3,514,394
<b>Total governmental activities program revenue</b>	<b>\$ 40,920,320</b>	<b>\$ 39,880,477</b>	<b>\$ 46,954,945</b>	<b>\$ 47,151,885</b>	<b>\$ 50,404,783</b>
<b>Business-type Activities:</b>					
<b>Charges for services:</b>					
Community development commission	\$ -	\$ -	\$ -	\$ -	\$ -
Kimball Towers	1,127,607	1,256,346	-	-	-
Morgan Towers	1,329,610	1,017,766	-	-	-
Operating grants and contributions	-	-	-	-	-
Capital grants and contributions	-	-	-	-	-
<b>Total business-type activities program revenue</b>	<b>\$ 2,457,217</b>	<b>\$ 2,274,112</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total primary government program revenue</b>	<b>\$ 43,377,537</b>	<b>\$ 42,154,589</b>	<b>\$ 46,954,945</b>	<b>\$ 47,151,885</b>	<b>\$ 50,404,783</b>
<b>Net Revenues (Expenses):</b>					
Governmental activities	(51,348,070)	(54,039,478)	(52,431,094)	(52,577,770)	(52,024,221)
Business-type activities	167,243	541,666	-	-	-
<b>Total Net Revenues (Expenses)</b>	<b>\$ (51,180,827)</b>	<b>\$ (53,497,812)</b>	<b>\$ (52,431,094)</b>	<b>\$ (52,577,770)</b>	<b>\$ (52,024,221)</b>

Source: City of National City Annual Comprehensive Financial Reports or financial statements

**City of National City**  
**Changes in Net Position (Continued)**  
**Last Ten Fiscal Years**  
**(accrual basis of accounting)**

	Fiscal Year				
	2013	2014	2015	2016	2017
General Revenue and Other Changes in Net Position:					
Governmental Activities:					
Taxes:					
Property taxes	\$ 4,724,959	\$ 9,908,109	\$ 10,301,592	\$ 10,293,634	\$ 11,948,882
Sales taxes	23,757,635	25,586,661	27,095,666	29,170,512	29,284,869
Franchise taxes	1,602,891	1,718,023	1,902,082	1,922,723	1,856,039
Motor vehicle license	-	27,056	-	-	-
Transient occupancy taxes	5,154,530	1,082,339	1,383,793	1,611,788	1,597,957
Utilities tax	815,136	825,388	818,820	867,488	886,455
Investment earnings	1,873,896	459,019	304,655	553,184	361,077
Other miscellaneous revenues	-	-	-	1,864	-
Rent	-	-	-	-	-
Transfers	-	-	-	-	-
Gain (loss) on sale of assets	151,879	(268,224)	-	-	-
Transfer to Successor Agency	-	-	-	(826,577)	-
Special items	-	-	-	13,734,184	-
Total governmental activities	<u>\$ 38,080,926</u>	<u>\$ 39,338,371</u>	<u>\$ 41,806,608</u>	<u>\$ 57,328,800</u>	<u>\$ 45,935,279</u>
Business-type Activities:					
Investment earnings	\$ 3,685	\$ 2,520	\$ 2,579	\$ 3,678	\$ 5,621
Other misc	14,776	15,353	14,869	14,023	15,464
Rent	-	-	-	-	-
Transfers	-	-	-	-	-
Total business-type activities	<u>\$ 18,461</u>	<u>\$ 17,873</u>	<u>\$ 17,448</u>	<u>\$ 17,701</u>	<u>\$ 21,085</u>
Total primary government	<u>\$ 38,099,387</u>	<u>\$ 39,356,244</u>	<u>\$ 41,824,056</u>	<u>\$ 57,346,501</u>	<u>\$ 45,956,364</u>
Changes in Net Position:					
Governmental activities	6,545,839	13,437,428	17,287,593	24,663,936	2,922,603
Business-type activities	65,502	(128,042)	49,220	134,740	132,320
Total Primary Government	<u>\$ 6,611,341</u>	<u>\$ 13,309,386</u>	<u>\$ 17,336,813</u>	<u>\$ 24,798,676</u>	<u>\$ 3,054,923</u>

Source: City of National City Annual Comprehensive Financial Reports or financial statements

**City of National City**  
**Changes in Net Position (Continued)**  
**Last Ten Fiscal Years**  
**(accrual basis of accounting)**

	Fiscal Year				
	2018	2019	2020	2021	2022
General Revenue and Other Changes in Net Position:					
Governmental Activities:					
Taxes:					
Property taxes	\$ 12,721,058	\$ 14,340,418	\$ 15,975,053	\$ 16,266,505	\$ 16,753,096
Sales taxes	30,084,675	33,196,667	31,268,711	36,415,641	40,777,746
Franchise taxes	1,910,053	1,966,728	2,330,697	2,104,436	2,131,159
Motor vehicle license	-	-			
Transient occupancy taxes	1,660,800	1,774,843	1,522,714	1,600,549	1,862,718
Utilities tax	711,635	708,451	678,663	737,435	793,653
Investment earnings	836,038	2,297,242	2,344,528	2,339,978	(3,007,949)
Other miscellaneous revenues	21,049	45,017	65,010	156,976	97,010
Rent	-	-	-	-	-
Transfers	-	-	-	-	-
Gain (loss) on sale of assets	-	-	-	-	-
Transfer to Successor Agency	-	-	-	-	-
Special items	-	-	-	-	-
Total governmental activities	<u>\$ 47,945,308</u>	<u>\$ 54,329,366</u>	<u>\$ 54,185,376</u>	<u>\$ 59,621,520</u>	<u>\$ 59,407,433</u>
Business-type Activities:					
Investment earnings	\$ 9,390	\$ 10,038	\$ -	\$ -	\$ -
Other misc	14,743	11,378	-	-	-
Rent	-	-	-	-	-
Transfers	-	-	-	-	-
Total business-type activities	<u>\$ 24,133</u>	<u>\$ 21,416</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total primary government	<u>\$ 47,969,441</u>	<u>\$ 54,350,782</u>	<u>\$ 54,185,376</u>	<u>\$ 59,621,520</u>	<u>\$ 59,407,433</u>
Changes in Net Position:					
Governmental activities	(3,402,762)	66,506,529	1,501,832	7,043,751	7,383,212
Business-type activities	191,376	(7,359,669)	-	-	-
Total Primary Government	<u>\$ (3,211,386)</u>	<u>\$ 59,146,860</u>	<u>\$ 1,501,832</u>	<u>\$ 7,043,751</u>	<u>\$ 7,383,212</u>

Source: City of National City Annual Comprehensive Financial Reports or financial statements

**City of National City**  
**Fund Balances of Government Funds**  
**Last Ten Fiscal Years**  
**(modified accrual basis of accounting)**

	Fiscal Year				
	2013	2014	2015	2016	2017
<b>General Fund:</b>					
Nonspendable	\$ 10,162	\$ 4,952,830	\$ 4,963,916	\$ 10,766,098	\$ 9,963,816
Restricted	707,262	611,780	590,998	754,913	616,253
Committed	9,085,066	9,085,066	9,085,066	11,585,066	11,585,066
Assigned	6,787,396	15,042,191	16,065,736	14,792,381	14,325,683
Unassigned	6,995,075	7,797,176	10,266,365	12,166,732	11,903,272
<b>Total general fund</b>	<b>\$ 23,584,961</b>	<b>\$ 37,489,043</b>	<b>\$ 40,972,081</b>	<b>\$ 50,065,190</b>	<b>\$ 48,394,090</b>
<b>All Other Governmental Funds:</b>					
Nonspendable	\$ 8,164,235	\$ 7,926,759	\$ 7,927,027	\$ -	\$ 1,636,570
Restricted	33,122,400	31,713,774	31,005,844	36,333,305	32,015,860
Committed	-	-	-	-	-
Assigned	740,177	733,384	706,558	-	-
Unassigned	24,729	(8,165,223)	(5,368,938)	(821,959)	(985,588)
<b>Total all other governmental funds</b>	<b>\$ 42,051,541</b>	<b>\$ 32,208,694</b>	<b>\$ 34,270,491</b>	<b>\$ 35,511,346</b>	<b>\$ 32,666,842</b>

Source: City of National City Annual Comprehensive Financial Reports or financial statements

**City of National City**  
**Fund Balances of Government Funds (Continued)**  
**Last Ten Fiscal Years**  
**(modified accrual basis of accounting)**

	Fiscal Year				
	2018	2019	2020	2021	2022
General Fund:					
Nonspendable	\$ 9,966,729	\$ 5,010,267	\$ 3,926,499	\$ 3,964,435	\$ 3,966,629
Restricted	555,168	2,304,908	2,304,908	10,833,351	9,546,733
Committed	11,085,066	15,150,517	15,150,517	14,945,000	15,680,000
Assigned	15,772,642	12,865,120	12,865,120	7,193,969	8,400,718
Unassigned	12,731,293	13,673,543	14,433,312	13,956,296	19,469,523
Total general fund	<u>\$ 50,110,898</u>	<u>\$ 49,004,355</u>	<u>\$ 48,680,356</u>	<u>\$ 50,893,051</u>	<u>\$ 57,063,603</u>
All Other Governmental Funds:					
Nonspendable	\$ 129,469	\$ 25,805	\$ -	\$ 1,270,805	\$ 1,270,805
Restricted	30,928,607	97,534,456	98,597,366	98,961,756	91,278,581
Committed	-	-	-	-	-
Assigned	-	-	-	-	-
Unassigned	(1,910,674)	(21,761)	(45,744)	(747,514)	(210,125)
Total all other governmental funds	<u>\$ 29,147,402</u>	<u>\$ 97,538,500</u>	<u>\$ 98,551,622</u>	<u>\$ 99,485,047</u>	<u>\$ 92,339,261</u>

Source: City of National City Annual Comprehensive Financial Reports or financial statements

**City of National City**  
**Changes in Fund Balances of Government Funds**  
**Last Ten Fiscal Years**  
**(modified accrual basis of accounting)**

	Fiscal Year				
	2013	2014	2015	2016	2017
<b>Revenues:</b>					
Taxes	\$ 38,837,279	\$ 41,386,311	\$ 43,573,589	\$ 45,474,959	\$ 47,058,901
Licenses and permits	1,225,571	1,099,929	1,567,617	1,122,139	1,280,675
Fines and forfeitures	1,044,422	1,111,961	885,722	646,370	642,972
Use of money and property	768,612	1,122,149	1,073,543	1,417,606	1,035,112
Intergovernmental	15,803,886	23,571,850	26,791,254	21,381,584	20,051,795
Charges for services	10,080,029	9,531,741	10,024,879	10,734,789	11,721,905
Other revenues	757,913	1,651,370	4,387,660	3,925,718	2,552,556
<b>Total revenues</b>	<b>\$ 68,517,712</b>	<b>\$ 79,475,311</b>	<b>\$ 88,304,264</b>	<b>\$ 84,703,165</b>	<b>\$ 84,343,916</b>
<b>Expenditures:</b>					
<b>Current:</b>					
General government	\$ 5,349,464	\$ 5,062,227	\$ 5,403,805	\$ 6,986,812	\$ 5,673,456
Public safety	28,156,246	27,687,841	29,100,717	31,785,904	34,754,008
Transportation	2,957,941	3,673,470	3,941,747	4,546,976	4,687,611
Community development	10,529,246	11,235,322	11,173,792	11,752,502	12,909,844
Health	8,559,588	6,994,103	7,179,865	7,587,801	8,227,149
Culture and leisure	5,797,227	6,057,037	5,306,518	6,239,067	7,351,974
Capital outlay	3,749,471	20,361,948	17,176,753	16,737,745	12,938,379
<b>Debt service:</b>					
Principal	1,068,801	1,376,871	1,142,186	1,150,824	1,310,893
Interest and fiscal charges	547,580	477,061	427,209	364,723	243,329
<b>Total expenditures</b>	<b>\$ 66,715,564</b>	<b>\$ 82,925,880</b>	<b>\$ 80,852,592</b>	<b>\$ 87,152,354</b>	<b>\$ 88,096,643</b>
<b>Excess (deficiency) of revenues over (under) expenditures</b>	<b>1,802,148</b>	<b>(3,450,569)</b>	<b>7,451,672</b>	<b>(2,449,189)</b>	<b>(3,752,727)</b>
<b>Other Financing Sources (Uses)</b>					
Issuance of long-term debt	\$ 4,885,000	\$ -	\$ 554,604	\$ -	\$ -
Premium on debt issuance	25,678	-	-	-	-
Payment to bond escrow agent	(4,760,000)	-	-	-	-
Original discount on issuance	(150,678)	-	-	-	-
Costs of debt issuance	-	-	-	-	-
Proceeds from sale of property	-	7,052,194	-	-	58,474
Proceeds from lease	-	-	-	-	-
Proceeds from sale of land	-	-	-	-	-
Gain on sale of land held for resale	-	-	-	-	65,966
Pass-through payments to other agencies	-	-	-	-	(705,115)
Transfers in	3,085,535	5,131,249	1,765,336	4,903,988	2,932,166
Transfers out	(2,514,688)	(4,671,639)	(4,277,182)	(3,078,442)	(3,114,366)
Transfers to Successor Agency	-	-	-	(826,577)	-
<b>Total other financing sources (uses)</b>	<b>\$ 570,847</b>	<b>\$ 7,511,804</b>	<b>\$ (1,957,242)</b>	<b>\$ 998,969</b>	<b>\$ (762,875)</b>
Extraordinary/Special Items	-	-	-	11,784,182	-
<b>Net change in fund balances</b>	<b>\$ 2,372,995</b>	<b>\$ 4,061,235</b>	<b>\$ 5,494,430</b>	<b>\$ 10,333,962</b>	<b>\$ (4,515,602)</b>
<b>Debt services as a percentage of noncapital expenditures</b>	<b>2.57%</b>	<b>2.96%</b>	<b>2.46%</b>	<b>2.15%</b>	<b>2.07%</b>

Source: City of National City Annual Comprehensive Financial Reports or financial statements

**City of National City**  
**Changes in Fund Balances of Government Funds (Continued)**  
**Last Ten Fiscal Years**  
**(modified accrual basis of accounting)**

	Fiscal Year				
	2018	2019	2020	2021	2022
<b>Revenues:</b>					
Taxes	\$ 48,968,671	\$ 53,534,414	\$ 53,675,932	\$ 59,011,168	\$ 63,926,579
Licenses and permits	1,879,379	1,527,378	2,730,712	1,118,924	1,565,077
Fines and forfeitures	663,205	3,006,250	3,008,937	520,640	1,199,213
Use of money and property	1,393,733	3,125,731	3,623,029	3,628,887	129,417
Intergovernmental	22,671,850	20,790,012	22,985,841	26,719,202	27,831,520
Charges for services	11,010,813	10,630,010	12,927,695	13,650,614	14,870,478
Other revenues	2,675,725	1,045,184	2,241,100	1,417,104	1,002,913
<b>Total revenues</b>	<b>\$ 89,263,376</b>	<b>\$ 93,658,979</b>	<b>\$ 101,193,246</b>	<b>\$ 106,066,539</b>	<b>\$ 110,525,197</b>
<b>Expenditures:</b>					
<b>Current:</b>					
General government	\$ 8,755,798	\$ 10,353,580	\$ 10,719,672	\$ 11,352,261	\$ 38,261,566
Public safety	37,535,638	37,352,792	39,308,683	42,319,159	98,713,134
Transportation	4,731,634	5,068,343	4,746,320	5,050,345	4,933,856
Community development	16,801,816	13,557,554	14,192,654	16,081,378	16,107,479
Health	7,544,106	8,158,082	8,168,245	8,227,352	7,874,798
Culture and leisure	4,186,345	7,066,530	7,029,297	8,216,927	7,880,999
Capital outlay	14,560,697	9,059,110	13,561,929	9,245,317	18,407,406
<b>Debt service:</b>					
Principal	1,552,162	1,060,732	1,077,616	1,066,163	1,128,518
Interest and fiscal charges	387,857	385,960	419,868	534,570	539,829
<b>Total expenditures</b>	<b>\$ 96,056,053</b>	<b>\$ 92,062,683</b>	<b>\$ 99,224,284</b>	<b>\$ 102,093,472</b>	<b>\$ 193,847,585</b>
<b>Excess (deficiency) of revenues over (under) expenditures</b>	<b>(6,792,677)</b>	<b>1,596,296</b>	<b>1,968,962</b>	<b>3,973,067</b>	<b>(83,322,388)</b>
<b>Other Financing Sources (Uses)</b>					
Issuance of long-term debt	\$ 5,523,602	\$ -	\$ -	\$ -	\$ 83,895,000
Premium on debt issuance	-	-	-	-	-
Payment to bond escrow agent	-	-	-	-	-
Original discount on issuance	-	-	-	-	(142,838)
Costs of debt issuance	-	-	-	-	(492,162)
Proceeds from sale of property	-	-	(589,700)	3,890	-
Proceeds from lease	-	-	-	-	-
Proceeds from sale of land	-	-	-	-	-
Gain on sale of land held for resale	-	-	-	-	-
Pass-through payments to other agencies	-	-	(631,285)	-	(2,017)
Transfers in	6,913,968	73,514,649	2,045,690	2,623,099	2,529,757
Transfers out	(7,447,525)	(7,826,390)	(2,104,544)	(3,336,851)	(3,440,586)
Transfers to Successor Agency	-	-	-	-	-
<b>Total other financing sources (uses)</b>	<b>\$ 4,990,045</b>	<b>\$ 65,688,259</b>	<b>\$ (1,279,839)</b>	<b>\$ (709,862)</b>	<b>\$ 82,347,154</b>
Extraordinary/Special Items	-	-	-	-	-
<b>Net change in fund balances</b>	<b>\$ (1,802,632)</b>	<b>\$ 67,284,555</b>	<b>\$ 689,123</b>	<b>\$ 3,263,205</b>	<b>\$ (975,234)</b>
<b>Debt services as a percentage of noncapital expenditures</b>	<b>2.38%</b>	<b>1.74%</b>	<b>1.75%</b>	<b>1.72%</b>	<b>0.95%</b>

Source: City of National City Annual Comprehensive Financial Reports or financial statements

**City of National City**  
**Assessed Value and Actual Value of Taxable Property**  
**Last Ten Fiscal Years**

Category	Fiscal Year				
	2013	2014	2015	2016	2017
<b>Secured:</b>					
Residential Property	\$ 1,503,553,951	\$ 1,547,773,659	\$ 1,665,406,317	\$ 1,717,835,128	\$ 1,805,981,573
Commercial Property	915,142,395	971,070,608	992,982,224	1,026,863,991	1,082,223,930
Industrial Property	370,755,962	372,617,155	360,527,549	345,186,211	351,325,363
Institutional Property	45,384,698	46,107,183	46,316,498	47,648,063	48,280,512
Irrigated Property	-	-	-	-	-
Recreational Property	29,056,094	25,828,782	25,827,429	24,799,504	28,998,288
Unknown	-	-	-	-	-
Vacant Land	57,090,009	61,320,039	60,685,749	66,017,188	66,452,827
Dry Farm	-	-	-	-	-
Total Secured	<u>\$ 2,920,983,109</u>	<u>\$ 3,024,717,426</u>	<u>\$ 3,151,745,766</u>	<u>\$ 3,228,350,085</u>	<u>\$ 3,383,262,493</u>
Unsecured	183,790,343	224,847,953	197,869,900	208,192,396	200,687,180
Cross Reference	-	-	-	-	-
SBE Nonunitary	5,195,618	5,224,473	5,224,473	4,088,740	4,088,640
Total Taxable Assessed Value	<u><u>\$ 3,109,969,070</u></u>	<u><u>\$ 3,254,789,852</u></u>	<u><u>\$ 3,354,840,139</u></u>	<u><u>\$ 3,440,631,221</u></u>	<u><u>\$ 3,588,038,313</u></u>
Total Direct Tax Rate	0.54683	0.24559	0.20747	0.20813	0.19685

Note: Exempt values not included in totals.

Source: HdL, San Diego County Assessor 2021/22 Combined Tax Rolls



**City of National City**  
**Assessed Value and Actual Value of Taxable Property (Continued)**  
**Last Ten Fiscal Years**

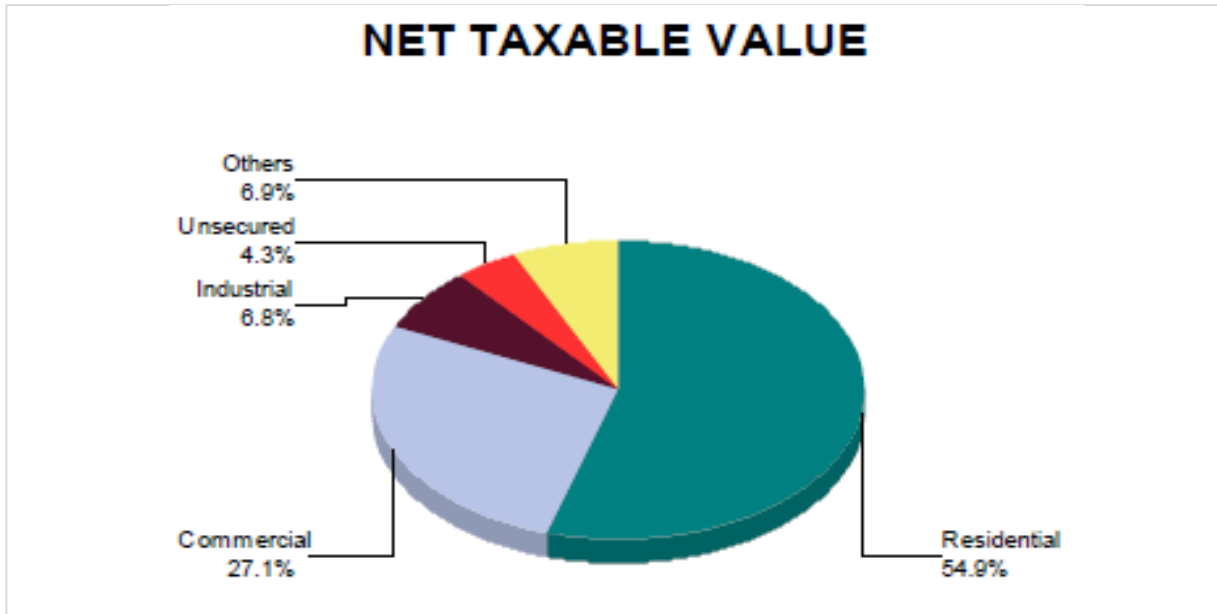
Category	Fiscal Year				
	2018	2019	2020	2021	2022
<b>Secured:</b>					
Residential Property	\$ 2,005,909,205	\$ 2,124,432,627	\$ 2,247,520,548	\$ 2,566,312,533	\$ 2,580,200,605
Commercial Property	1,141,618,921	1,177,390,190	1,235,674,912	1,301,454,818	1,274,713,181
Industrial Property	366,288,263	370,233,052	293,358,933	302,185,033	320,252,647
Institutional Property	50,276,110	50,172,874	51,166,295	106,965,729	53,238,122
Irrigated Property	-	-	-	-	-
Recreational Property	30,262,982	30,008,253	6,115,328	6,794,156	7,224,152
Unknown	-	-	-	-	-
Vacant Land	69,545,186	72,360,079	74,595,548	92,551,033	91,897,780
Dry Farm	-	-	-	-	-
Total Secured	<u>\$ 3,663,900,667</u>	<u>\$ 3,824,597,075</u>	<u>\$ 3,908,431,564</u>	<u>\$ 4,376,263,302</u>	<u>\$ 4,703,355,402</u>
Unsecured	209,840,073	228,175,189	233,956,577	249,918,298	203,990,721
Cross Reference	-	-	132,191,188	214,750,927	167,408,698
SBE Nonunitary	4,088,640	4,429,496	4,429,496	4,429,496	4,429,496
Total Taxable Assessed Value	<u>\$ 3,877,829,380</u>	<u>\$ 4,057,201,760</u>	<u>\$ 4,279,008,825</u>	<u>\$ 4,845,362,023</u>	<u>\$ 4,971,595,486</u>
Total Direct Tax Rate	0.19587	0.19462	0.19792	0.19792	0.19630

Note: Exempt values not included in totals.

Source: HdL, San Diego County Assessor 2021/22 Combined Tax Rolls

**City of National City  
2021/22 Use Category Summary  
(Percentages)**

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# City of National City Property Tax Dollar Breakdown (Percentages)



Source: HdL, San Diego County Assessor 2021/22 Annual Tax Increment Tables



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**City of National City  
2021/22 Roll Summary  
Taxable Property Values**

	<u>Secured</u>	<u>Nonunitary Utilities</u>	<u>Unsecured</u>
Parcels	9,715	7	1,437
TRAs	39	3	19
<b>Values</b>			
Land	\$ 2,065,805,305	\$ 4,429,496	\$ -
Improvements	2,687,484,829	-	80,020,327
Personal Property	1,887,674	-	131,967,855
Fixtures	-	-	-
Aircraft	-	-	-
<b>Total Value</b>	<b>\$ 4,755,177,808</b>	<b>\$ 4,429,496</b>	<b>\$ 211,988,182</b>
<b>Exemptions</b>			
Real Estate	\$ 260,242,623	\$ -	\$ 913,434
Personal Property	-	-	7,084,027
Fixture	-	-	-
Aircraft	-	-	-
Homeowners	27,844,998	-	181,280
<b>Total Exemptions</b>	<b>\$ 288,087,621</b>	<b>\$ -</b>	<b>\$ 8,178,741</b>
<b>Total Net Value</b>	<b>\$ 4,467,090,187</b>	<b>\$ 4,429,496</b>	<b>\$ 203,809,441</b>

Combined Values	Total
<b>Total Values</b>	<b>\$ 4,971,595,486</b>
<b>Total Exemptions</b>	<b>\$ 296,266,362</b>
<b>Net Total Values</b>	<b>\$ 4,675,329,124</b>
<b>Net Aircraft Values</b>	<b>\$ -</b>

Notes: Homeowner Exemptions are not included in Total Exemptions.

Totals do not Include Aircraft Values or Exemptions.

Source: HdL, San Diego County Assessor 2021/22 Combined Tax Rolls

**City of National City**  
**Taxable Sales by Category**  
**Last Ten Calendar Years**  
**(in thousands of dollars)**

	Calendar Year				
	2012	2013	2014	2015	2016
Apparel Stores	\$ 133,160	\$ 133,242	\$ 134,000	\$ 134,821	\$ 143,054
General Merchandise	163,078	164,508	170,253	176,099	176,345
Food Stores	22,033	21,288	21,765	20,902	20,894
Eating and Drinking Places	133,597	139,756	149,098	163,289	175,979
Building Materials	29,483	31,812	37,814	55,846	67,098
Auto Dealers and Supplies	505,241	547,221	579,153	626,680	635,242
Service Stations	85,842	77,680	79,502	71,620	65,266
Other Retail Stores	142,972	152,666	165,052	172,337	175,744
All Other Outlets	255,744	289,955	299,613	321,120	349,438
<b>Total</b>	<b>\$ 1,471,150</b>	<b>\$ 1,558,128</b>	<b>\$ 1,636,250</b>	<b>\$ 1,742,714</b>	<b>\$ 1,809,060</b>

Notes: Due to confidentiality requirements, the names of the ten largest revenue payers are not available. The categories presented are intended to provide alternative information regarding the sources of the City's revenue.

Data for 2022 not available as of the date of issuance of this report.

Source: State of California Board of Equalization and The HdL Companies

**City of National City**  
**Taxable Sales by Category (Continued)**  
**Last Ten Calendar Years**  
**(in thousands of dollars)**

	Calendar Year				
	2017	2018	2019	2020	2021
Apparel Stores	\$ 146,205	\$ 150,030	\$ 149,017	\$ 91,964	\$ 162,075
General Merchandise	173,652	178,412	182,062	149,628	188,801
Food Stores	20,619	20,914	21,129	23,738	25,160
Eating and Drinking Places	181,540	198,204	211,898	182,171	236,302
Building Materials	90,491	98,577	78,449	92,363	123,582
Auto Dealers and Supplies	608,019	602,370	629,203	602,536	738,260
Service Stations	69,443	84,634	100,148	70,752	97,047
Other Retail Stores	176,398	172,842	164,994	144,412	184,575
All Other Outlets	360,770	368,099	424,315	534,711	570,338
<b>Total</b>	<b>\$ 1,827,137</b>	<b>\$ 1,874,082</b>	<b>\$ 1,961,215</b>	<b>\$ 1,892,275</b>	<b>\$ 2,326,140</b>

Notes: Due to confidentiality requirements, the names of the ten largest revenue payers are not available. The categories presented are intended to provide alternative information regarding the sources of the City's revenue.

Data for 2022 not available as of the date of issuance of this report.

Source: State of California Board of Equalization and The HdL Companies

**City of National City**  
**Property Tax Levies and Collections**  
**Last Ten Fiscal Years**

	Fiscal Year				
	2013	2014	2015	2016	2017
Current Year Tax Levy	\$ 3,348,632	\$ 3,099,715	\$ 3,240,544	\$ 3,205,191	\$ 3,335,753
Current Tax Collections	3,330,941	3,087,464	3,227,793	3,195,983	3,333,476
Percent of Levy Collected	99.47%	99.60%	99.61%	99.71%	99.93%
Delinquent Tax Receivable	19,089	19,203	19,758	17,764	16,226
Delinquent Tax Collections	1,781	1,542	1,312	1,564	1,465
Total Tax Collections	\$ 3,332,722	\$ 3,089,006	\$ 3,229,105	\$ 3,197,547	\$ 3,334,941
Percent of Total Tax Collections To Tax Levy	99.52%	99.65%	99.65%	99.76%	99.98%
Outstanding Delinquent Taxes	\$ 34,999	\$ 29,912	\$ 31,197	\$ 25,408	\$ 17,038
Percent of Delinquent Taxes To Tax Levy	1.05%	0.96%	0.96%	0.79%	0.51%

Source: San Diego County Property Tax Services. Tax/Revenue Accountability Report No. 12  
Property Tax and Levy Report



**City of National City**  
**Property Tax Levies and Collections (Continued)**  
**Last Ten Fiscal Years**

	Fiscal Year				
	2018	2019	2020	2021	2022
Current Year Tax Levy	\$ 3,619,238	\$ 3,687,359	\$ 3,896,676	\$ 4,096,739	\$ 4,233,369
Current Tax Collections	3,601,115	3,667,444	3,890,504	4,082,104	4,221,118
Percent of Levy Collected	99.50%	99.46%	99.84%	99.64%	99.71%
Delinquent Tax Receivable	10,737	16,840	16,741	16,816	16,976
Delinquent Tax Collections	2,008	1,948	1,868	2,650	2,256
Total Tax Collections	<u>\$ 3,603,123</u>	<u>\$ 3,669,393</u>	<u>\$ 3,892,372</u>	<u>\$ 4,084,754</u>	<u>\$ 4,223,374</u>
Percent of Total Tax Collections To Tax Levy	99.55%	99.51%	99.89%	99.71%	99.76%
Outstanding Delinquent Taxes	<u>\$ 26,852</u>	<u>\$ 34,807</u>	<u>\$ 21,044</u>	<u>\$ 28,801</u>	<u>\$ 26,971</u>
Percent of Delinquent Taxes To Tax Levy	0.74%	0.94%	0.54%	0.70%	0.64%

Source: San Diego County Property Tax Services. Tax/Revenue Accountability Report No. 12  
Property Tax and Levy Report

**City of National City**  
**Direct and Overlapping Property Tax Rates**  
**Last Ten Fiscal Years**  
**(Rate Per \$100 of Taxable Value)**

Agency	Fiscal Year				
	2013	2014	2015	2016	2017
Basic Levy <sup>1</sup>	1.00000	1.00000	1.00000	1.00000	1.00000
Chula Vista Elementary	0.02526	0.04631	0.04753	0.04301	0.04323
Gen Bond National City-Prop N 11/04/14 Ser 2014A	0.00000	0.00000	0.00000	0.03055	0.02867
Gen Bond National City-Prop N 11/04/14 Ser 2014B	0.00000	0.00000	0.00000	0.00000	0.00000
Metropolitan Water District	0.00350	0.00350	0.00350	0.00350	0.00350
National City Gen. Obligation Bonds 2002 Series A	0.01320	0.01190	0.00960	0.00920	0.00880
San Diego Community College Bond	0.03636	0.04760	0.04381	0.03939	0.03912
Southwestern Community College	0.03753	0.03675	0.03582	0.03961	0.03856
Sweetwater High Bond	0.05862	0.05823	0.05407	0.05169	0.05162
<b>Total Direct &amp; Overlapping<sup>2</sup> Tax Rates</b>	<b>1.17447</b>	<b>1.20429</b>	<b>1.19433</b>	<b>1.21695</b>	<b>1.21350</b>
City's Share of 1% Levy Per Prop 13 <sup>3</sup>	0.17720	0.17720	0.17720	0.17720	0.17720
General Obligation Debt Rate	0.01320	0.01190	0.00960	0.00920	0.00880
Voter Approved City Debt Rate	0.01320	0.01190	0.00960	0.00920	0.00880
Redevelopment Authority Rate <sup>4</sup>	0.00000	0.00000	0.00000	0.00000	0.00000
Total Direct Rate <sup>5</sup>	0.54683	0.24559	0.20747	0.20813	0.19685

<sup>1</sup> In 1978, California voters passed Proposition 13 which set the property tax rate at a 1.00% fixed amount. This 1.00% is shared by all taxing agencies for which the subject property resides within. In addition to the 1.00% fixed amount, property owners are charged taxes as a percentage of assessed property values for the payment of any voter approved bonds.

<sup>2</sup> Overlapping rates are those of local and county governments that apply to property owners within the City. Not all overlapping rates apply to all city property owners.

<sup>3</sup> City's Share of 1% Levy is based on the City's share of the general fund tax rate area with the largest net taxable value within the City. The ERAF portion of the City's Levy has been subtracted where known.

<sup>4</sup> Redevelopment Rate is based on the largest RDA tax rate area and only includes rate(s) from indebtedness adopted prior to 1989 per California State statute. RDA direct and overlapping rates are applied only to the incremental property values. The Approval of ABX1 26 eliminated Redevelopment from the State of California for the fiscal year 2012/13 and years thereafter.

<sup>5</sup> Total Direct Rate is the weighted average of all individual direct rates applied by the City/agency preparing the statistical section information and excludes revenues derived from aircraft. Beginning in 2013/14 the Total Direct Rate no longer includes revenue generated from the former redevelopment tax rate areas. Challenges to recognized enforceable obligations are assumed to have been resolved during 2012/13. For the purpose of this report, residual revenue is assumed to be distributed to the City/Agency in the same proportions as general fund revenue.

Source: HdL, San Diego County Assessor 2011/12-2020/21 Tax Rate Tables

**City of National City**  
**Direct and Overlapping Property Tax Rates (Continued)**  
**Last Ten Fiscal Years**  
**(Rate Per \$100 of Taxable Value)**

Agency	Fiscal Year				
	2018	2019	2020	2021	2022
Basic Levy <sup>1</sup>	1.00000	1.00000	1.00000	1.00000	1.00000
Chula Vista Elementary	0.03594	0.03917	0.03743	0.06455	0.06279
Gen Bond National City-Prop N 11/04/14 Ser 2014A	0.02629	0.01449	0.00000	0.00000	0.05092
Gen Bond National City-Prop N 11/04/14 Ser 2014B	0.00000	0.01022	0.00000	0.00000	0.00350
Metropolitan Water District	0.00350	0.00350	0.00350	0.00350	0.00000
National City Gen. Obligation Bonds 2002 Series A	0.00790	0.00730	0.03129	0.03064	0.00000
San Diego Community College Bond	0.03447	0.03941	0.03801	0.03700	0.03699
Southwestern Community College	0.04981	0.04671	0.04482	0.02792	0.04854
Sweetwater High Bond	0.05156	0.05283	0.05159	0.04880	0.04611
<b>Total Direct &amp; Overlapping<sup>2</sup> Tax Rates</b>	<b>1.20947</b>	<b>1.21363</b>	<b>1.20664</b>	<b>1.21241</b>	<b>1.24885</b>
City's Share of 1% Levy Per Prop 13 <sup>3</sup>	0.17720	0.17720	0.17720	0.17720	0.17720
General Obligation Debt Rate	0.00880	0.00730	0.00880	0.00000	0.00000
	0.00790	0.00730	0.00670	0.00590	0.00590
Redevelopment Authority Rate <sup>4</sup>	0.00000	0.00000	0.00000	0.00000	0.00000
Total Direct Rate <sup>5</sup>	0.19685	0.19462	0.19792	0.19269	0.19630

<sup>1</sup> In 1978, California voters passed Proposition 13 which set the property tax rate at a 1.00% fixed amount. This 1.00% is shared by all taxing agencies for which the subject property resides within. In addition to the 1.00% fixed amount, property owners are charged taxes as a percentage of assessed property values for the payment of any voter approved bonds.

<sup>2</sup> Overlapping rates are those of local and county governments that apply to property owners within the City. Not all overlapping rates apply to all city property owners.

<sup>3</sup> City's Share of 1% Levy is based on the City's share of the general fund tax rate area with the largest net taxable value within the City. The ERAF portion of the City's Levy has been subtracted where known.

<sup>4</sup> Redevelopment Rate is based on the largest RDA tax rate area and only includes rate(s) from indebtedness adopted prior to 1989 per California State statute. RDA direct and overlapping rates are applied only to the incremental property values. The Approval of ABX1 26 eliminated Redevelopment from the State of California for the fiscal year 2012/13 and years thereafter.

<sup>5</sup> Total Direct Rate is the weighted average of all individual direct rates applied by the City/agency preparing the statistical section information and excludes revenues derived from aircraft. Beginning in 2013/14 the Total Direct Rate no longer includes revenue generated from the former redevelopment tax rate areas. Challenges to recognized enforceable obligations are assumed to have been resolved during 2012/13. For the purpose of this report, residual revenue is assumed to be distributed to the City/Agency in the same proportions as general fund revenue.

Source: HdL, San Diego County Assessor 2012/13-2021/22 Tax Rate Tables

**City of National City  
Principal Property Tax Payers  
Current Year and Nine Years Ago**

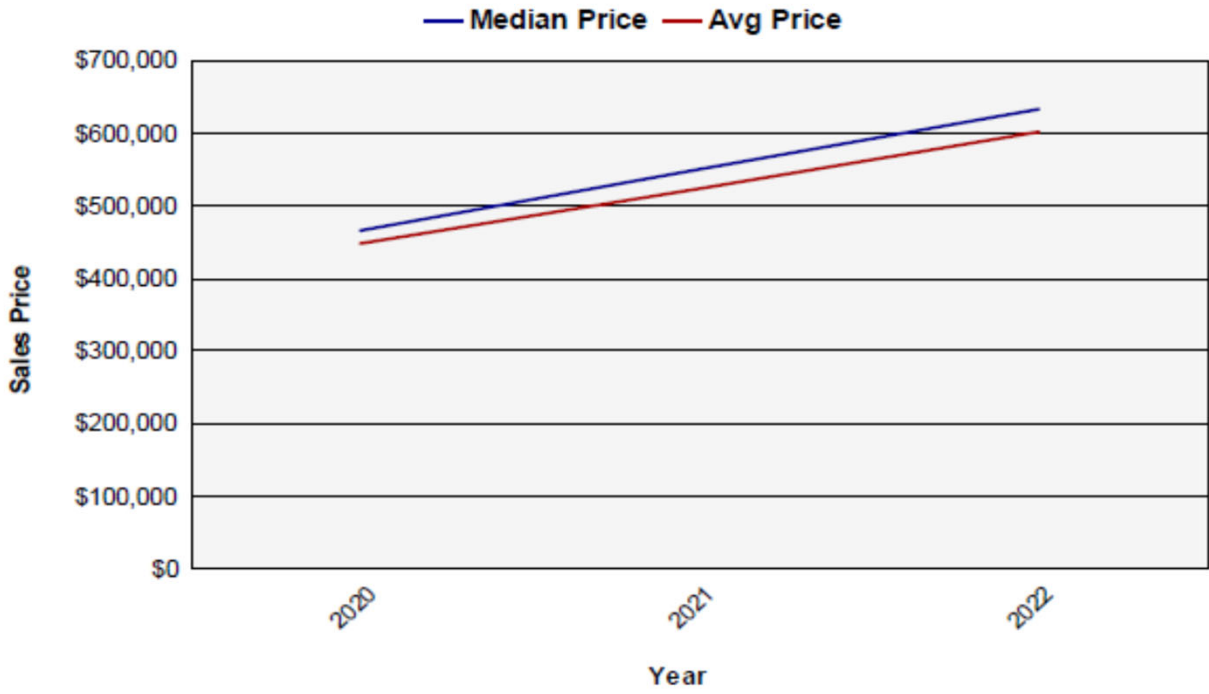
<u>Taxpayer (Parcels)</u>	2021/22			2012/13		
	Taxable Assessed Value	Rank	Percentage of Net Assessed Value	Taxable Assessed Value	Rank	Percentage of Net Assessed Value
	(Secured and Unsecured)			(Secured and Unsecured)		
PLAZA BONITA LLC	\$ 270,026,104	1	6.04%	-	-	-
PASHA AUTOMOTIVE SERVICES	79,401,071	2	1.72%	-	-	-
FAIRFIELD PARK VILLAS LP	73,625,434	3	1.58%	-	-	-
P V H R LLC	65,834,099	4	1.43%	-	-	-
H G FENTON PROPERTY COMPANY	56,013,849	5	1.20%	-	-	-
COSTCO WHOLESALE CORPORATION	48,533,901	6	1.08%	-	-	-
NATIONAL CITY INVESTMENT LP	45,836,633	7	0.98%	-	-	-
M G P X I U S PROPERTIES LLC	38,492,023	8	0.83%	-	-	-
MRT OF NATIONAL CITY CALIF-SNF	36,196,560	9	0.79%	-	-	-
MPT OF PARADISE VALLEY LP	34,986,050	10	0.75%	-	-	-
CENTERMARK PROPERTIES INC	-	-	-	\$ 243,385,916	1	7.96%
P V H R LLC	-	-	-	58,630,445	2	1.92%
PASHA AUTOMOTIVE SERVICES	-	-	-	102,620,376	3	1.48%
COSTCO WHOLESALE CORPORATION	-	-	-	43,656,318	4	1.04%
MPT OF PARADISE VALLEY LP	-	-	-	30,150,096	5	0.99%
SWEETWATER ASSOCIATES LP	-	-	-	23,468,112	6	0.77%
WILLIAMS G W COMPANY	-	-	-	23,306,145	7	0.76%
PRIME HEALTHCARE SERVICES FOUNDATION INC	-	-	-	22,350,338	8	0.73%
MARINA GATEWAY DEVELOPMENT COMPANY LLC	-	-	-	21,956,397	9	0.73%
WALMART REAL ESTATE BUSINESS TRUST	-	-	-	21,814,669	10	0.72%
Top Ten Total	<u>\$ 748,945,724</u>		<u>15.92%</u>	<u>\$ 591,338,812</u>		<u>19.01%</u>
City Total	\$ 4,703,355,402 *			\$ 3,109,969,070 *		

\* Value includes outer TRA's

Source: HdL, San Diego County Assessor 2012/13- 2021/22 Combined Tax Rolls and the SBE Non Unitary Tax Rolls

**City of National City**  
**Sales Value History**  
**Single Family Residential Full Value Sales (1/1/2020-8/31/2022)**

<u>Year</u>	<u>Full Value Sales</u>	<u>Average Price</u>	<u>Median Price</u>	<u>Median % Change</u>
2019	225	\$ 420,640	\$ 439,000	
2020	210	\$ 448,512	\$ 466,000	6.15
2021	258	\$ 524,948	\$ 550,000	18.03
2022	162	\$ 602,420	\$ 634,000	15.27





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**City of National City  
Top 25 Sales Tax Producers  
For 2021-22 & 2012-13**

2021-22		2012-13	
Business Name	Business Category	Business Name	Business Category
ABC Supply Co	Building Materials	Arco	Service Stations
Arco	Service Stations	Arco AM PM	Service Stations
Arco AM PM	Service Stations	Ball Mitsubishi	New Motor Vehicle Dealers
Ball Mitsubishi	New Motor Vehicle Dealers	Frank Hyundai	New Motor Vehicle Dealers
Burlington Coat Factory	Family Apparel	Frank Subaru	New Motor Vehicle Dealers
Chick Fil A	Quick-Service Restaurants	Frank Toyota	New Motor Vehicle Dealers
Frank Hyundai	New Motor Vehicle Dealers	JC Penney	Department Stores
Frank Subaru	New Motor Vehicle Dealers	Macys	Department Stores
Frank Toyota	New Motor Vehicle Dealers	McCune Motors	New Motor Vehicle Dealers
Hd Supply White Cap	Building Materials	Mor Furniture 4 Less	Home Furnishings
JC Penny	Department Stores	Mossy Nissan	New Motor Vehicle Dealers
Macys	Department Stores	Nordstrom Rack	Department Stores
Mossy Nissan	New Motor Vehicle Dealers	Perry Chrysler Dodge Jeep Ram	New Motor Vehicle Dealers
National City Gas & Carwash	Service Stations	Perry Ford	New Motor Vehicle Dealers
Perry Chrysler Dodge Jeep Ram	New Motor Vehicle Dealers	Probuild Company	Building Materials
Perry Ford	New Motor Vehicle Dealers	Ron Baker Chevrolet	New Motor Vehicle Dealers
Probuild Company	Building Materials	Ross	Family Apparel
Ron Baker Chevrolet	New Motor Vehicle Dealers	Shell	Service Stations
Ross	Family Apparel	South Bay Volkswagen	New Motor Vehicle Dealers
South Bay Volkswagen	New Motor Vehicle Dealers	South County Buick GMC	New Motor Vehicle Dealers
South County Buick Gmc	New Motor Vehicle Dealers	Sweetwater Harley Davidson	Boats/Motorcycles
Target	Discount Dept Stores	Target	Discount Dept Stores
Walmart Supercenter	Discount Dept Stores	Univar Solutions USA	Drugs/Chemicals
Wescott Mazda	New Motor Vehicle Dealers	Walmart Supercenter	Discount Dept Stores
Westair Gases & Equipment	Drugs/Chemicals	Wescott Mazda	New Motor Vehicle Dealers

Percent of 2021-22 total paid by top 25 accounts = 50.92

Percent of 2012-13 total paid by top 25 accounts = 52.77

\* Firms listed alphabetically

\* Firms listed alphabetically

Source: State Board of Equalization, California Department of Taxes and Fees Administration, State Controller's Office, The HdL Companies

Source: State Board of Equalization, California Department of Taxes and Fees Administration, State Controller's Office, The HdL Companies

**City of National City**  
**Ratios of Outstanding Debt by Type**  
**Last Ten Fiscal Years**

	Fiscal Year				
	2013	2014	2015	2016	2017
<b>Governmental Activities:</b>					
NCJPFA Lease Revenue Refunding Bond	\$ 2,300,000	\$ 1,870,000	\$ 1,425,000	\$ 965,000	\$ 490,000
Tax Allocation Bonds	-	-	-	-	-
General Obligation Bonds	4,846,073	4,613,668	4,371,263	4,123,858	3,917,653
Bond Premium	-	-	-	-	-
2017 Clean Energy Bonds	-	-	-	-	-
2017 Lease Revenue Bonds	-	-	-	-	-
2021 Pension Obligation Bonds	-	-	-	-	-
Bond discount	-	-	-	-	-
HUD 108 Bond 2003 A	4,965,000	4,450,000	4,140,000	3,805,000	3,440,000
Total Bonded Debt	\$ 12,111,073	\$ 10,933,668	\$ 9,936,263	\$ 8,893,858	\$ 7,847,653
Per Capita	\$ 6,016	\$ 5,429	\$ 5,426	\$ 146	\$ 128
Percent of Taxable Assessed Values	231.81%	267.41%	243.02%	217.53%	0.19%
<b>Other Governmental Activities Debt</b>					
Capital Lease Payable	2,147,477	1,571,831	1,948,686	1,723,764	1,494,160
<b>Business-Type Activities:</b>					
Notes Payable-Deed of Trust	2,853,463	1,576,533	1,311,137	1,027,967	725,833
<b>Total Primary Government</b>	<b>\$ 17,112,013</b>	<b>\$ 14,082,032</b>	<b>\$ 13,196,086</b>	<b>\$ 11,645,589</b>	<b>\$ 10,067,646</b>
Percent of Personal Income	1.78%	1.43%	1.35%	1.14%	0.96%
Per Capita	\$ 291	\$ 237	\$ 223	\$ 192	\$ 164

In 2013, the Tax Allocation Bonds became a Fiduciary responsibility

Source: City of National City financial statements / notes to the financial statements



**City of National City**  
**Ratios of Outstanding Debt by Type (Continued)**  
**Last Ten Fiscal Years**

	Fiscal Year				
	2018	2019	2020	2021	2022
<b>Governmental Activities:</b>					
NCJPFA Lease Revenue Refunding Bond	\$ -	\$ -	\$ -	\$ -	\$ -
Tax Allocation Bonds	-	-	2,175,000	1,690,000	1,170,000
General Obligation Bonds	3,635,000	3,360,000	3,080,000	2,790,000	2,490,000
Bond Premium	-	-	-	-	9,628
2017 Clean Energy Bonds	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000
2017 Lease Revenue Bonds	3,530,497	3,407,479	3,273,024	3,110,214	2,933,781
2021 Pension Obligation Bonds	-	-	-	-	83,895,000
Bond discount	-	-	-	-	(142,838)
HUD 108 Bond 2003 A	3,050,000	2,630,000	-	-	-
Total Bonded Debt	\$ 12,015,497	\$ 11,197,479	\$ 10,328,024	\$ 9,390,214	\$ 92,155,571
Per Capita	\$ 5,954	\$ 5,546	\$ 166	\$ 4,649	\$ 1,469
Percent of Taxable Assessed Values	271.26%	252.79%	0.22%	211.99%	2.00%
<b>Other Governmental Activities Debt</b>					
Capital Lease Payable	1,264,425	1,001,185	768,283	627,547	479,639
<b>Business-Type Activities:</b>					
Notes Payable-Deed of Trust	403,464	-	803,972	679,023	550,588
<b>Total Primary Government</b>	<b>\$ 13,683,386</b>	<b>\$ 12,198,664</b>	<b>\$ 11,900,279</b>	<b>\$ 10,696,784</b>	<b>\$ 93,185,798</b>
Percent of Personal Income	1.27%	1.06%	0.89%	0.81%	7.97%
Per Capita	\$ 220	\$ 196	\$ 166	\$ 151	\$ 1,478

In 2013, the Tax Allocation Bonds became a Fiduciary responsibility

Source: City of National City financial statements / notes to the financial statements

**City of National City**  
**Direct and Overlapping Debt**  
**As of June 30, 2022**

2021-2022 Assessed Valuation: \$4,752,648,535

	Total Debt 6/30/2022	% Applicable <sup>1</sup>	City's Share of 6/30/2022
<b><u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u></b>			
Metropolitan Water District	\$ 20,175,000	0.140%	\$ 28,245
San Diego Community College District	1,344,708,217	0.002%	26,894
Southwestern Community College District	777,649,345	7.209%	56,060,741
Chula Vista City School District	125,545,285	1.302%	1,634,600
Chula Vista City School District School Facilities Improvement District No. 1	77,730,000	2.249%	1,748,148
National School District	36,641,000	93.702%	34,333,350
Sweetwater Union High School District	376,281,149	8.562%	32,217,192
Sweetwater Union High School District Community Facilities Districts	3,338,880	23.372%	780,363
<b>City Overlapping Tax and Assessment Debt Subtotal</b>	<b>2,762,068,876</b>		<b>126,829,533</b>
City of National City	2,490,000	100%	2,490,000
<b>City Tax and Assessment Debt Subtotal</b>	<b>2,490,000</b>		<b>2,490,000</b>
<b>TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT</b>	<b>\$ 2,764,558,876</b>		<b>\$ 129,319,533</b>
<b><u>DIRECT AND OVERLAPPING GENERAL FUND DEBT:</u></b>			
San Diego County General Fund Obligations	\$ 245,340,000	0.784%	\$ 1,923,466
San Diego County Pension Obligation Bonds	340,825,000	0.784%	2,672,068
San Diego County Superintendent of Schools Obligations	7,780,000	0.784%	60,995
Southwestern Community College District General Fund Obligations	375,000	7.209%	27,034
Sweetwater Union High School District Certificates of Participation	29,140,000	8.562%	2,494,967
Chula Vista City School District Certificates of Participation	192,105,000	1.302%	2,501,207
<b>City of National City General Fund Obligations</b>	<b>4,733,781</b>	100.000%	<b>4,733,781</b>
<b>City of National City Pensions Obligation Bonds</b>	<b>83,895,000</b>	100.000%	<b>83,895,000</b>
<b>TOTAL DIRECT AND OVERLAPPING GENERAL FUND DEBT</b>	<b>\$ -</b>		<b>\$ 98,308,518</b>
Overlapping Tax Increment Debt (Successor Agency)	\$ 35,939,000	100%	\$ 35,939,000
<b>COMBINED TOTAL DEBT</b>	<b>\$ -</b>		<b>\$ 263,567,051</b>
<b>Total Direct Debt</b>			<b>\$ 91,118,781</b>
Total Overlapping Debt			172,448,270
Combined Total Debt <sup>2</sup>			\$ 263,567,051

Ratios to 2020-21 Assessed Valuation:

<b>Direct Debt (\$2,490,000)</b>	<b>0.05%</b>
Total Direct and Overlapping Tax and Assessment Debt	2.72%
<b>Total Direct Debt (\$7,700,214)</b>	<b>1.92%</b>
Combined Total Debt	5.55%
<u>Ratios to Redevelopment Successor Agency Incremental Valuation</u>	
<u>(\$2,424,064,109):</u>	
Total Overlapping Tax Increment Debt	1.44%

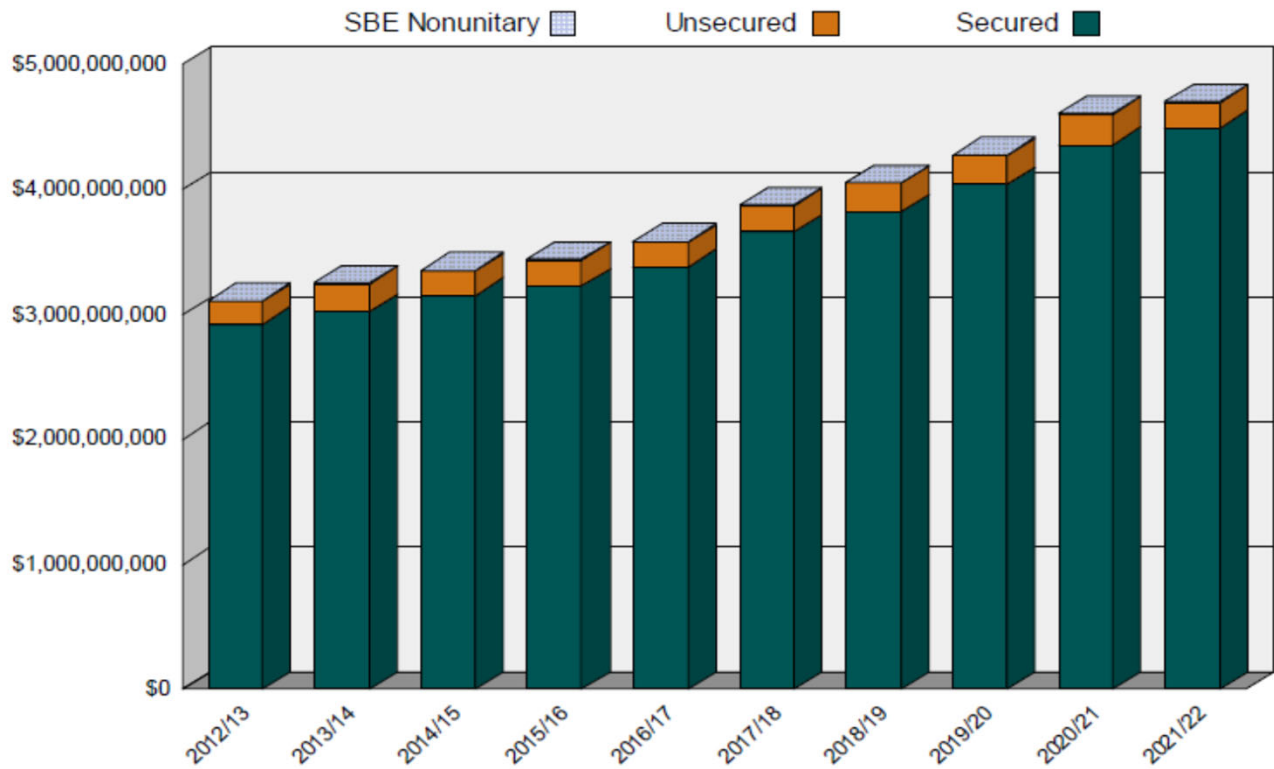
<sup>1</sup> The percentage of overlapping debt applicable to the city is estimated using taxable assessed property value. Applicable percentages were estimated by determining the portion of the overlapping district's assessed value that is within the boundaries of the city divided by the district's total taxable assessed value.

<sup>2</sup> Excludes tax and revenue anticipation notes; enterprise revenue, mortgage revenue, and tax allocation bonds; and non-bonded lease obligations.

Source: MuniServices, LLC

## City of National City Net Taxable Assessed Value History 2012/13 - 2021/22

Year	Secured	Unsecured	SBE Nonunitary	Net Total AV	% Change
2012/13	\$ 2,920,983,109	\$ 183,790,343	\$ 5,195,618	\$ 3,109,969,070	3.88%
2013/14	\$ 3,024,717,426	\$ 224,847,953	\$ 5,224,473	\$ 3,254,789,852	4.66%
2014/15	\$ 3,151,745,766	\$ 197,869,900	\$ 5,224,473	\$ 3,354,840,139	3.07%
2015/16	\$ 3,228,350,085	\$ 208,192,396	\$ 4,088,740	\$ 3,440,631,221	2.56%
2016/17	\$ 3,383,262,493	\$ 200,687,180	\$ 4,088,640	\$ 3,588,038,313	4.28%
2017/18	\$ 3,663,900,667	\$ 209,840,073	\$ 4,088,640	\$ 3,877,829,380	8.08%
2018/19	\$ 3,824,597,075	\$ 228,175,189	\$ 4,429,496	\$ 4,057,201,760	4.63%
2019/20	\$ 4,040,622,752	\$ 233,956,577	\$ 4,429,496	\$ 4,279,008,825	5.47%
2020/21	\$ 4,358,420,884	\$ 244,900,101	\$ 4,429,496	\$ 4,607,750,481	7.68%
2021/22	\$ 4,494,935,185	\$ 203,990,721	\$ 4,429,496	\$ 4,703,355,402	2.07%



Source: HdL, San Diego County Assessor 2021/22 Combined Tax Rolls

**City of National City**  
**Legal Debt Margin Information**  
**Last Ten Fiscal Years**

	Fiscal Year				
	2013	2014	2015	2016	2017
Assessed Valuation	\$ 3,354,840,139	\$ 3,440,631,221	\$ 3,354,840,139	\$ 3,877,829,380	\$ 3,588,038,313
Conversion Percentage	25%	25%	25%	25%	25%
Adjusted Assessed Valuation	\$ 838,710,035	\$ 860,157,805	\$ 838,710,035	\$ 969,457,345	\$ 897,009,578
Debt Limit Percentage	15%	15%	15%	15%	15%
Debt Limit	\$ 125,806,505	\$ 129,023,671	\$ 125,806,505	\$ 145,418,602	\$ 134,551,437
Total Debt (due more than one year)	\$ 21,416,534	\$ 20,857,367	\$ 20,579,839	\$ 19,496,761	\$ 19,090,044
Less: Non Bonded Debt					
Claims Payable	(4,604,010)	(5,466,746)	(5,580,594)	(6,112,318)	(6,416,518)
Compensated Absences	(948,661)	(1,421,472)	(1,632,485)	(1,821,032)	(2,023,755)
Capitalized Lease Obligation	(1,571,831)	(1,362,172)	(1,723,765)	(1,494,160)	(1,249,932)
Notes Payable	(1,576,533)	(1,311,137)	(1,027,967)	(725,833)	(403,465)
Total Applicable to Limitation	<u>\$ 12,715,499</u>	<u>\$ 11,295,840</u>	<u>\$ 10,615,028</u>	<u>\$ 9,343,418</u>	<u>\$ 8,996,374</u>
Legal Debt Margin	<u>\$ 113,091,006</u>	<u>\$ 117,727,831</u>	<u>\$ 115,191,477</u>	<u>\$ 136,075,184</u>	<u>\$ 125,555,063</u>
Total debt applicable to the limit as a percentage of debt limit	10%	9%	8%	6%	7%

Source: City of National City financial statements / notes to the financial statements

**City of National City**  
**Legal Debt Margin Information (Continued)**  
**Last Ten Fiscal Years**

	Fiscal Year				
	2018	2019	2020	2021	2022
Assessed Valuation	\$ 3,877,829,380	\$ 4,057,201,760	\$ 4,146,817,637	\$ 4,523,039,978	\$ 4,703,355,402
Conversion Percentage	25%	25%	25%	25%	25%
Adjusted Assessed Valuation	\$ 969,457,345	\$ 1,014,300,440	\$ 1,036,704,409	\$ 1,130,759,995	\$ 1,175,838,851
Debt Limit Percentage	15%	15%	15%	15%	15%
Debt Limit	\$ 145,418,602	\$ 152,145,066	\$ 155,505,661	\$ 169,613,999	\$ 176,375,828
Total Debt (due more than one year)	\$ 22,603,785	\$ 22,569,433	\$ 26,589,172	\$ 26,589,172	\$ 26,615,223
Less: Non Bonded Debt					
Claims Payable	(7,089,594)	(8,262,594)	(11,356,000)	(11,356,000)	(11,948,000)
Compensated Absences	(1,372,764)	(1,622,476)	(3,755,267)	(3,847,859)	(3,983,713)
Capitalized Lease Obligation	(1,001,185)	(768,962)	(768,283)	(768,283)	(479,639)
Notes Payable	-	-	-	-	-
Total Applicable to Limitation	\$ 13,140,242	\$ 11,915,401	\$ 10,709,622	\$ 10,617,030	\$ 10,203,871
Legal Debt Margin	\$ 132,278,360	\$ 140,229,665	\$ 144,796,039	\$ 158,996,970	\$ 166,171,957
Total debt applicable to the limit as a percentage of debt limit	9%	8%	7%	6%	6%

Source: City of National City financial statements / notes to the financial statements

**City of National City  
Pledged Revenue Coverage  
Last Ten Fiscal Years**

	Fiscal Year				
	2013	2014	2015	2016	2017
Revenue					
Property Tax Gross Incremental Revenue	\$ 11,505,010	\$ 13,608,368	\$ 12,705,481	\$ 11,558,679	\$ 7,740,998
Debt Service Requirements					
Principal	\$ 4,120,000	\$ 4,290,000	\$ 5,230,000	\$ 2,070,000	\$ 2,220,000
Interest and Fiscal Charges	3,797,907	3,589,747	3,484,532	3,078,878	2,980,532
Pass-through Payments	-	-	-	-	-
	<u>\$ 7,917,907</u>	<u>\$ 7,879,747</u>	<u>\$ 8,714,532</u>	<u>\$ 5,148,878</u>	<u>\$ 5,200,532</u>
Debt Coverage	1.45	1.73	1.46	2.24	1.49

Source: City of National City Annual Comprehensive Financial Reports or financial statements

**City of National City**  
**Pledged Revenue Coverage (Continued)**  
**Last Ten Fiscal Years**

	Fiscal Year				
	2018	2019	2020	2021	2022
Revenue					
Property Tax Gross Incremental Revenue	\$ 8,921,732	\$ 5,185,031	\$ 1,204,954	\$ 2,687,984	\$ 3,485,844
Debt Service Requirements					
Principal	\$ 3,163,000	\$ 3,113,000	\$ 3,113,000	\$ 3,194,000	\$ 3,131,000
Interest and Fiscal Charges	1,166,000	1,088,084	1,088,084	1,009,785	931,307
Pass-through Payments	-	-	-	-	-
	<u>\$ 4,329,000</u>	<u>\$ 4,201,084</u>	<u>\$ 4,201,084</u>	<u>\$ 4,203,785</u>	<u>\$ 4,062,307</u>
Debt Coverage	2.06	1.23	0.29	0.64	0.86

Source: City of National City Annual Comprehensive Financial Reports or financial statements



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**City of National City**  
**Demographic and Economic Statistics**  
**Last Ten Fiscal Years**

Year	Total Population	Pct of SD County Population <sup>3</sup>	Pct Change from Previous Year	Median Age	Avg. Household Size <sup>2</sup>	Educational Attainment		Unemployment Rate	Personal Income (000s) <sup>1</sup>	Per Capita Personal Income <sup>1</sup>
						% High School Graduate (25+)	% Bachelor's Degree or Higher (25%)			
2012	58,967	1.9%	2.0%	31.5	3.44	65.1%	12.6%	18.9%	\$933,389	\$15,829
2013	58,838	1.9%	-0.2%	31.7	3.40	66.8%	13.1%	13.6%	\$963,708	\$16,379
2014	59,381	1.9%	0.5%	32.0	3.41	67.9%	12.7%	11.9%	\$982,043	\$16,538
2015	59,235	1.8%	-0.2%	31.5	3.41	69.8%	12.5%	8.1%	\$977,614	\$16,504
2016	60,768	1.8%	2.6%	31.9	3.40	70.8%	12.7%	6.6%	\$1,020,729	\$16,797
2017	61,210	1.8%	0.7%	32.2	3.40	72.3%	12.9%	5.9%	\$1,048,669	\$17,132
2018	62,257	1.9%	1.7%	32.5	3.40	72.4%	14.2%	4.1%	\$1,078,906	\$17,329
2019	62,307	1.9%	0.1%	32.5	3.39	73.5%	14.6%	4.4%	\$1,155,824	\$18,550
2020	62,749	1.9%	0.7%	34.2	3.30	74.9%	14.2%	12.6%	\$1,347,968	\$21,481
2021	61,471	1.9%	-2.0%	33.9	3.40	75.4%	15.8%	9.3%	\$1,418,597	\$23,077

NA: Not available.

\* 2022 information not available.

<sup>1</sup> Dollar values are inflation-adjusted to 2009

<sup>2</sup> United States Census Bureau

<sup>3</sup> United States Census Bureau (SD County)

**City of National City**  
**Full-Time Equivalent City Government Employees by Function/Program**  
**Last Ten Fiscal Years**

<u>Function/Program</u>	Fiscal Year				
	2013	2014	2015	2016	2017
General Government					
City Clerk	3.00	3.00	3.00	3.00	3.00
City Manager	7.05	8.00	8.00	8.00	8.00
Risk Management	1.00	1.00	1.00	1.00	1.00
Management Information Systems	3.00	3.00	3.50	4.00	4.00
Finance	14.48	14.48	14.77	15.77	14.29
Purchasing	2.48	2.48	1.48	1.48	1.48
City Attorney	3.00	3.50	4.00	3.50	4.00
Human Resources	3.00	3.00	3.00	5.00	5.00
Community Development <sup>1</sup>	19.60	19.34	15.01	—	—
Planning	3.00	3.00	3.00	4.00	4.00
Building	3.00	4.00	4.00	5.00	5.00
Engineering	9.00	10.00	11.00	13.00	13.00
Redevelopment <sup>1</sup>	3.20	3.20	0.00	0.00	0.00
Housing & Grants <sup>1,3</sup>	14.50	14.00	15.00	15.00	16.00
Neighborhood Services <sup>1</sup>	10.00	10.00	10.00	11.00	11.00
Public Works <sup>2</sup>	41.00	42.00	45.00	45.00	46.50
Community Services <sup>2</sup>	28.35	19.35	15.01	17.98	18.98
Nutrition Center	6.75	10.00	10.00	10.00	10.00
Library	56.47	56.30	20.35	21.35	21.85
Public Safety					
Police	124.38	125.38	129.50	129.50	126.98
Fire	42.00	43.00	43.00	47.00	47.00

<sup>1</sup> Prior to Fiscal Year 2007 Redevelopment, Advanced Planning / Economic Development, Housing & Grants, and Neighborhood Services were budgeted through the Community Development Commission.

<sup>2</sup> Parks Division is no longer included under Community Services Department. It became a division of Public Works during Fiscal Year 2005

<sup>4</sup>Housing & Grants was changed to Housing & Economic Development in 2018

Source: City of National City Annual Adopted Budgets

**City of National City**  
**Full-Time Equivalent City Government Employees by Function/Program (Continued)**  
**Last Ten Fiscal Years**

<u>Function/Program</u>	Fiscal Year				
	2018	2019	2020	2021	2022
General Government					
City Clerk	3.00	3.00	3.00	2.00	2.00
City Manager	7.00	7.00	7.00	11.00	5.00
Risk Management	1.00	1.00	1.00	1.00	1.00
Management Information Systems	4.00	4.00	4.00	4.00	4.00
Finance	14.29	14.29	14.29	15.29	14.50
Purchasing	1.48	1.48	1.00	1.00	1.00
City Attorney	4.00	5.00	5.00	5.00	4.00
Human Resources	4.00	3.00	4.00	4.00	4.50
Community Development <sup>1</sup>	—	—	—	—	—
Planning	5.00	5.00	5.00	5.00	5.00
Building	5.00	4.00	4.00	4.00	4.00
Engineering	13.00	13.00	10.60	11.00	11.00
Redevelopment <sup>1</sup>	0.00	0.00	0.00	0.00	0.00
Housing & Grants <sup>1,3</sup>	15.00	15.00	15.00	14.00	15.00
Neighborhood Services <sup>1</sup>	11.00	11.00	12.00	12.00	10.00
Public Works <sup>2</sup>	46.50	46.50	49.90	51.00	49.00
Community Services <sup>2</sup>	18.98	18.98	17.00	18.98	11.50
Nutrition Center	9.00	9.00	9.00	10.00	7.25
Library	21.85	21.85	22.85	22.85	7.50
Public Safety					
Police	126.98	128.98	128.98	129.94	123.00
Fire	47.00	47.00	51.00	47.00	52.00

<sup>1</sup> Prior to Fiscal Year 2007 Redevelopment, Advanced Planning / Economic Development, Housing & Grants, and Neighborhood Services were budgeted through the Community Development Commission.

<sup>2</sup> Parks Division is no longer included under Community Services Department. It became a division of Public Works during Fiscal Year 2005

<sup>4</sup>Housing & Grants was changed to Housing & Economic Development in 2018

Source: City of National City Annual Adopted Budgets

**City of National City**  
**Operating Indicators by Function/Program**  
**Last Ten Fiscal Years**

Function/Program	Fiscal Year				
	2013	2014	2015	2016	2017
<b>Police</b>					
Physical Arrests	3,861	3,167	3,484	3,418	3,078
Parking Violations	9,704	11,283	7,434	8,659	7,958
Traffic Violations	3,811	2,158	1,801	1,561	1,563
<b>Fire</b>					
Emergency Responses	6,974	6,264	7,815	8,228	8,403
Fires Extinguished	155	149	121	141	125
Inspections	1,591	1,583	1,316	900	837
<b>Other Public Works</b>					
Street Resurfacing (miles)	0	0	2	0	0
<b>Parks and Recreation</b>					
Athletic Field Permits Issued	9	9	18	26	28
Community Center Admissions <sup>1</sup>	54,520	54,520	18,138	42,762	43,396
<b>Library</b>					
Volumes in Collection	241,921	246,299	238,114	233,109	231,683
Total Volumes Borrowed	247,608	215,955	189,145	129,762	111,271
<b>Wastewater</b>					
Average Daily Sewage Treatment (million gallons per day)	3.917	3.902	3.891	3.891	3.921

NA: Not available.

<sup>1</sup> Excludes Nutrition Center admissions.

Sources: Various City departments

**City of National City**  
**Operating Indicators by Function/Program (Continued)**  
**Last Ten Fiscal Years**

Function/Program	Fiscal Year				
	2018	2019	2020	2021	2022
<b>Police</b>					
Physical Arrests	2,733	2,567	1,693	1,654	1,393
Parking Violations	8,693	7,348	2,541	9,573	9,135
Traffic Violations	1,772	1,987	1,119	1,030	929
<b>Fire</b>					
Emergency Responses	8,815	8,463	7,784	7,914	8,222
Fires Extinguished	138	120	149	199	249
Inspections	914	820	599	1,035	1,112
<b>Other Public Works</b>					
Street Resurfacing (miles)	2	34	1.81	1.40	1.10
<b>Parks and Recreation</b>					
Athletic Field Permits Issued	28	13	11	6	0
Community Center Admissions <sup>1</sup>	45,342	56,988	54,906	31,661	30,734
<b>Library</b>					
Volumes in Collection	233,086	206,210	204,284	229,019	214,289
Total Volumes Borrowed	110,023	103,594	68,061	16,203	37,038
<b>Wastewater</b>					
Average Daily Sewage Treatment (million gallons per day)	3.921	3.921	4.000	4.000	4.000

NA: Not available.

<sup>1</sup> Excludes Nutrition Center admissions.

Sources: Various City departments

**City of National City**  
**Capital Asset Statistics by Function/Program**  
**Last Ten Fiscal Years**

<u>Function/Program</u>	Fiscal Year				
	2013	2014	2015	2016	2017
<b>Police</b>					
Stations	1	1	1	1	1
Zone Offices	1	1	1	1	0
Patrol Units	38	34	38	45	45
<b>Fire Stations</b>	2	2	2	2	2
<b>Other Public Works</b>					
Streets (miles)	101	101	101	101	108
Highways (miles)	6	6	6	6	9
Streetlights	1,730	1,730	1,730	1,730	1,995
Traffic Signals	88	74	74	75	74
<b>Parks and Recreation</b>					
Acreage	84	84	84	75	80
Playgrounds	4	4	4	5	5
Baseball/Softball Diamonds	5	5	5	5	5
Soccer/Football Fields	1	1	1	1	1
Community Centers	5	5	5	1	1
<b>Wastewater</b>					
Sanitary Sewers (miles)	97	97	97	97	104
Storm Sewers (miles)	25.3	45.0	45.0	45.0	96.0
Treatment Capacity (million gallons per day)	7.10	7.20	7.20	7.20	7.20

NA: Not available.

Sources: Various City departments

**City of National City**  
**Capital Asset Statistics by Function/Program (Continued)**  
**Last Ten Fiscal Years**

<u>Function/Program</u>	Fiscal Year				
	2018	2019	2020	2021	2022
<b>Police</b>					
Stations	1	1	1	1	1
Zone Offices	0	1	1	1	1
Patrol Units	45	60	60	60	69
Fire Stations	2	2	2	3	3
<b>Other Public Works</b>					
Streets (miles)	108	108	108	108	108
Highways (miles)	9	9	9	9	9
Streetlights	1,995	2,731	2,731	2,731	848
Traffic Signals	80	80	82	82	80
<b>Parks and Recreation</b>					
Acreage	80	80	80	92	
Playgrounds	5	5	5	5	5
Baseball/Softball Diamonds	5	5	5	5	5
Soccer/Football Fields	1	1	1	1	1
Community Centers	1	5	1	5	5
<b>Wastewater</b>					
Sanitary Sewers (miles)	104	104	104	104	104
Storm Sewers (miles)	96.0	96.0	96.0	96.0	96
Treatment Capacity (million gallons per day)	7.20	7.20	7.20	7.20	7

NA: Not available.

Sources: Various City departments



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# AGENDA REPORT

**Department:** Finance  
**Prepared by:** Paul Valadez, Budget Manager  
**Meeting Date:** Tuesday, June 20, 2023  
**Approved by:** Armando Vergara, Interim City Manager

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**SUBJECT:**

Fiscal Year 2023 Third Quarter Budget Review

**RECOMMENDATION:**

Accept and File this Report, and Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing Various Fiscal Year 2023 3<sup>rd</sup> Quarter Budget Adjustments."

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**

Not Applicable.

**EXPLANATION:**

**Summary**

This report provides a look at the status of the City's fiscal year 2023 General Fund Budget through March 31, 2023. A mid-year status report was provided on April 18, 2023. The report also recommends various budget adjustments for fiscal year 2023.

The adopted fiscal year 2023 General Fund budget was balanced with no use of unassigned fund balance for the first time in several years. In fact, budgeted revenues exceeded expenditures by \$364,000, which means that if all of the budgeted expenditures and revenues were realized as adopted, \$364,000 would be added to the City's General Fund unassigned fund balance at year end. Instead, based on an analysis of year-to-date actual revenues and expenditures and projected financial activity through year-end, approximately \$1.6 million is projected to be added to the unassigned fund balance at year end. The following sections of this report will discuss the significant factors leading to this outcome.

**Revenues**

For fiscal year 2023, General Fund revenues are expected to be greater overall than amounts budgeted by \$2.0 million. The projected variances by revenue category are shown in Table A.

**Table A  
General Fund Revenues Fiscal Year 2023**

Revenue Category	Adopted Budget	Adjusted Budget	Projected Actuals	Variance Above/(below) Adjusted Budget
Sales & Use Tax	\$ 23,905,000	\$ 23,905,000	\$ 24,159,613	\$ 254,613
District Transactions & Use Tax	14,951,000	14,951,000	15,058,867	107,867
Property Tax	2,497,353	2,497,353	2,504,003	6,650
Property Tax in Lieu of VLF	8,223,000	8,223,000	8,202,134	(20,866)
Other Revenues	14,997,724	15,503,750	17,191,230	1,687,480
Transfers In	2,005,500	2,005,500	2,005,500	-
<b>Total</b>	<b>\$ 66,579,577</b>	<b>\$ 67,085,603</b>	<b>\$ 69,121,347</b>	<b>\$ 2,035,744</b>

Note: The Adjusted Budget equals the Adopted Budget plus any year to date amendments to the budget, as well as adjustments to match appropriations carried over for revenue offset capital projects.

The General Fund's primary sources of revenue are the sales & use tax, the district transactions & use tax, property tax in lieu of vehicle license fees, and property taxes. Projections are based on a combination of year-to-date and historical data, input from the City's sales tax consultant, and information obtained from the State of California and County of San Diego:

- Sales & Use Tax and District Transactions & Use Tax: The adopted budget for these two major funding sources anticipated moderate growth during the post-pandemic period. Retail sales are trending as anticipated, resulting in these revenues projecting to within 1% of the budget. Based on projections provided by the City's sales tax consultant, Sales Tax revenues are expected to exceed the adopted budget by \$0.3 million. The District Transactions & Use Tax is currently expected to finish the year at \$0.1 million above the budgeted level. Staff is working on a continuing basis with the City's sales tax consultant to ensure that we have the latest information for each of these funding sources.
- Property Tax revenue is expected to be above budget by approximately \$7,000. Assessed values that apply to the General Fund are in line with the assumptions in the adopted budget.
- Property Tax in Lieu of Vehicle License Fees (VLF) is based on a formula that applies the City-wide increase in assessed property values to the prior year's allocation. The exact increase in assessed values was not known at the time the budget was prepared, but the actual amount will be \$21,000 less than budgeted.

Revenues in the "Other Revenues" category are expected to end the year above budget by \$1.7 million, which is attributable to a combination of projected positive and negative variances in the various individual accounts. Contributing significantly to the positive variance are amounts expected to be received from the transient lodging tax, Successor Agency residual balance and pass-through distributions, school resource officer contracts, investment earnings and rents received from the use of City-owned property.

## Expenditures

Expenditure totals at year-end are currently projected to exceed the adjusted budget by \$469,000. The variances by expenditure category are shown in Table B. Budget adjustments, which are discussed below and detailed in Exhibit A, are being recommended as part of this report to ensure that expenditures stay within authorized appropriations.

**Table B**  
**General Fund Expenditures Fiscal Year 2023**

Expenditure Category	Adopted Budget	Adjusted Budget	Projected Actuals	Variance Above/(below) Adjusted Budget
Personnel	\$ 45,410,886	\$ 44,839,890	\$ 44,631,928	\$ (207,962)
Maintenance & Operations	7,697,495	9,654,941	9,837,825	182,884
Capital Outlay	143,500	338,743	338,743	-
Capital Improvement Program	1,900,000	7,667,649	7,667,649	-
Internal Serv Charges & Reserve	8,506,822	8,506,822	8,506,822	-
Transfers Out	2,557,210	2,561,032	3,055,511	494,479
<b>Total</b>	<b>\$ 66,215,913</b>	<b>\$ 73,569,077</b>	<b>\$ 74,038,478</b>	<b>\$ 469,401</b>

Note: The Adjusted Budget equals the Adopted Budget plus any year to date amendments to the budget, as well as appropriations carried over from the prior year for contracts and capital projects.

Personnel costs make up about 68% of the General Fund's adopted budget. At fiscal-year-end they are projected to be less than budgeted by approximately \$0.2 million. The projection is result of a combination of savings of approximately \$2.4 million (\$1.7 million in Police and Fire) associated with employee attrition and vacant authorized positions. These savings are offset by costs for overtime requirements, primarily in the Police and Fire departments, which are expected to exceed budgeted amounts by \$2.2 million.

Maintenance & Operations expenditures are projected to be \$0.2 million over budget overall, due to a combination of anticipated savings in various accounts partially offset by unanticipated expenses in others. An additional \$0.6 million in M&O appropriations are being recommended as part of this report as detailed in Exhibit A. These additional appropriations are partially offset by \$0.4 million in revenues.

All appropriations for Capital Outlay and Capital Improvements are being projected as being entirely spent, because none of the current projects are expected to yield any savings from the amounts budgeted. It is likely, however, that some portion of the current year's appropriations will be unspent at year-end and will be carried over to next fiscal year.

For Internal Service Charges and Transfers Out, all amounts budgeted are projected to be spent, although at year-end actual expenditures of the service provider funds will be reviewed for savings and charges will be adjusted accordingly. The \$494,479 variance in the transfer out category reflects the need to adjust payments to the Facilities Maintenance Fund this year to cure a shortfall in the internal service fund charges paid to that fund in FY22.

## Net Impact on Unassigned Fund Balance

Table C below combines the revenue and expenditure projections discussed above to display the impact of those projections on unassigned fund balance. Unassigned fund balance is considered to be one of the City’s reserves and has a maintenance target level of 10% of the City’s General Fund operating budget. Amounts above the target level may be used to augment other reserves or for one-time expenditures.

As noted in the summary at the beginning of this report, the FY 2023 adopted budget was balanced with no use of unassigned fund balance. The projected column, however, shows a use of \$4.9 million in fund balance, but that is a combination of both assigned and unassigned fund balances. Assigned fund balance is the sum of appropriations that were carried over from unspent amounts from the prior fiscal year for work that was in progress and from unspent appropriations for capital projects. For fiscal year 2023, that amount is \$6.5 million. After adjusting for the difference between the projected actual revenues and expenditures for those appropriations offset by assigned fund balance, the result is a projected \$1.6 million (shown in bold) augmentation of unassigned fund balance at fiscal year-end.

**Table C**  
**General Fund Impact on Fund Balance Fiscal Year 2023**

	Adopted Budget	Adjusted Budget	Projected Actuals	Variance Above/(below) Adjusted Budget
Total Revenues	\$ 66,579,577	\$ 67,085,603	\$ 69,121,347	\$ 2,035,744
Total Expenditures	66,215,913	73,569,077	74,038,478	469,401
Gain in (Use of) Fund Balance	\$ 363,664	\$ (6,483,474)	\$ (4,917,131)	\$ 1,566,343
Fund Balance (FB) by Category				
Gain in (Use of) Assigned FB		\$ (6,518,177)	\$ (6,518,177)	\$ -
Gain in (Use of) Unassigned FB	363,664	34,703	<b>1,601,046</b>	\$ 1,566,343
Total	\$ 363,664	\$ (6,483,474)	\$ (4,917,131)	\$ 1,566,343

## BUDGET ADJUSTMENTS

During the budget review process, the Finance Department, in conjunction with City department staff, identified budget adjustments necessary due to expenses unanticipated during the annual budgeting process. The attached schedule (“Exhibit ‘A’”) details the recommended adjustments. The recommendation section below provides a summary of those adjustments by fund.

## RECOMMENDATIONS

1. Authorize the City Manager to approve budget adjustments up to the following amounts:
  - **General Fund**
    - \$1,118,979 Expenditures
    - \$368,000 Revenues

- **Facilities Maintenance Fund**
  - \$494,479 Revenues
- **Gas Taxes Fund**
  - \$205,000 Expenditures
- **Library Fund**
  - \$24,000 Expenditures
- **Motor Vehicle Fund**
  - \$210,000 Expenditures
- **Nutrition Fund**
  - \$79,123 Expenditures
- **Sewer Service Fund**
  - \$215,000 Expenditures

**FINANCIAL STATEMENT:**

The recommended General Fund budget adjustments have been reflected in the projections of total revenues and expenditures to fiscal year end. If approved, they will result in additional General Fund appropriations of \$1.1 million with offsetting revenue of \$0.4 million. The appropriation adjustments for the other funds combined total \$0.7 million funded by available fund balances in the respective funds.

**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 – Budget Adjustment Detail

Exhibit B – Resolution

**Q3 SUPPLEMENTAL APPROPRIATION REQUESTS -Summary**  
**Fiscal Year 2023**

<b>Fund/Department/Explanation</b>	<b>Expenditure</b>	<b>Revenue</b>	<b>Net</b>
<b>General Fund</b>			
<b>Fire</b>			
Purchase of wearing apparels anticipated for hiring of 8 firefighters	\$ 5,000	\$	5,000
<b>Fire Total</b>	<b>\$ 5,000</b>	<b>\$</b>	<b>5,000</b>
<b>Community Services</b>			
Work Shoes at Nutrition Center	\$ 500	\$	500
<b>Community Services Total</b>	<b>\$ 500</b>	<b>\$</b>	<b>500</b>
<b>Engineering</b>			
Augmentation of Staff Time/Utility Permit Processing (off-set revenues approx. \$368,000 from Utility Permits and Developer Deposit Accounts (T&A))	\$ 380,000	\$ 368,000	\$ 12,000
SDGE did not invoice City of National City for 18 months for section of street lights	\$ 239,000	\$	239,000
<b>Engineering Total</b>	<b>\$ 619,000</b>	<b>\$ 368,000</b>	<b>\$ 251,000</b>
<b>Non-Departmental</b>			
To correct shortfall in internal service fund charges paid to the Facilities Maintenance Fund in FY22	\$ 494,479	\$	494,479
<b>Non-Departmental Total</b>	<b>\$ 494,479</b>	<b>\$</b>	<b>494,479</b>
<b>General Fund Total</b>	<b>\$ 1,118,979</b>	<b>\$ 368,000</b>	<b>\$ 750,979</b>
<b>Fund/Department/Explanation</b>	<b>Expenditure</b>	<b>Revenue</b>	<b>Net</b>
<b>Library Fund</b>			
<b>Library</b>			
Purchase of OCLC Cataloging Records Service, Bibliotheca Service, Insurance for Laptops for public program	\$ 24,000	\$	24,000
<b>Library Total</b>	<b>\$ 24,000</b>	<b>\$</b>	<b>24,000</b>
<b>Library Fund Total</b>	<b>\$ 24,000</b>	<b>\$</b>	<b>24,000</b>
<b>Fund/Department/Explanation</b>	<b>Expenditure</b>	<b>Revenue</b>	<b>Net</b>
<b>Nutrition Fund</b>			
<b>Community Services</b>			
Increase in cost for service due to inflation	\$ 79,000	\$	79,000
Licenses to operate as a Limited Service Charitable Feeding Operation	\$ 123	\$	123
<b>Community Services Total</b>	<b>\$ 79,123</b>	<b>\$</b>	<b>79,123</b>
<b>Nutrition Fund Total</b>	<b>\$ 79,123</b>	<b>\$</b>	<b>79,123</b>
<b>Fund/Department/Explanation</b>	<b>Expenditure</b>	<b>Revenue</b>	<b>Net</b>
<b>Gas Taxes Fund</b>			
<b>Engineering</b>			
Emergency Work from storms and accidents, Standby, Regular OT, Staffing Issues	\$ 15,000	\$	15,000
Knockdowns - Street Lights and Traffic Street Poles (partial off-set revenues from paid insurance claims)	\$ 170,000	\$	170,000
Concrete- "T "Avenue Repairs -damage caused by recent storms; applied for FEMA funding	\$ 5,000	\$	5,000
Asphalt Repairs - increase need for pothole repairs	\$ 15,000	\$	15,000
<b>Engineering Total</b>	<b>\$ 205,000</b>	<b>\$</b>	<b>205,000</b>
<b>Gas Taxes Fund Total</b>	<b>\$ 205,000</b>	<b>\$</b>	<b>205,000</b>
<b>Fund/Department/Explanation</b>	<b>Expenditure</b>	<b>Revenue</b>	<b>Net</b>
<b>Sewer Service Fund</b>			
<b>Engineering</b>			
Emergency Work, Standby, Regular OT, Staffing Issues	\$ 15,000	\$	15,000
Additional funding for 4th Quarter invoice - City of San Diego overcharge but funds will be refunded thru City of National City "True-Up" Process	\$ 200,000	\$	200,000
<b>Engineering Total</b>	<b>\$ 215,000</b>	<b>\$</b>	<b>215,000</b>
<b>Sewer Service Fund Total</b>	<b>\$ 215,000</b>	<b>\$</b>	<b>215,000</b>

<b>Fund/Department/Explanation</b>	<b>Expenditure</b>	<b>Revenue</b>	<b>Net</b>
<b>Motor Vehicles Fund</b>			
<b>PW/Eng</b>			
Additional repairs on City vehicles due to car damage caused by NCPD chases	\$ 90,000	\$	90,000
Fuel Rate Increase	\$ 120,000	\$	120,000
<b>PW/Eng Total</b>	<b>\$ 210,000</b>	<b>\$</b>	<b>210,000</b>
<b>Motor Vehicles Fund Total</b>	<b>\$ 210,000</b>	<b>\$</b>	<b>210,000</b>

<b>Fund/Department/Explanation</b>	<b>Expenditure</b>	<b>Revenue</b>	<b>Net</b>
<b>Facilities Maintenance Fund</b>			
<b>PW/Eng</b>			
To correct shortfall in Facilities Maintenance Fund internal service fund charges from FY22	\$ -	\$ 494,479	\$ (494,479)
<b>PW/Eng Total</b>	<b>\$ -</b>	<b>\$ 494,479</b>	<b>\$ (494,479)</b>
<b>Facilities Maintenance Fund Total</b>	<b>\$ -</b>	<b>\$ 494,479</b>	<b>\$ (494,479)</b>

**RESOLUTION NO. 2023 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA,  
AUTHORIZING VARIOUS FISCAL YEAR 2023 3rd QUARTER BUDGET ADJUSTMENTS**

**WHEREAS**, on June 7, 2022, the City Council of the City of National City adopted Resolution No. 2022-97, adopting the budget for fiscal year 2023; and

**WHEREAS**, as part of the 3rd quarter review process, the Finance Department projected actual revenues and expenditures through the end of fiscal year 2023; and

**WHEREAS**, the 3rd quarter budget review was presented to the City Council and members of the public on June 20, 2023; and

**WHEREAS**, the City Manager has requested approval of the Recommended 3rd quarter Budget Adjustments ("Exhibit 'A'").

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

**Section 1:** That the City Council hereby authorizes the City Manager to make the recommended adjustments to the Fiscal Year 2023 Budget as shown in Exhibit A attached to the Agenda Report.

**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 20th 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 - Finance  
**Prepared by:** Molly Brennan, Administrative Services Director  
**Meeting Date:** Tuesday, June 20, 2023  
**Approved by:** Armando Vergara, Interim City Manager

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**SUBJECT:**

Resolution of the City Council of the City of National City Adopting a Budget for Fiscal Year 2024

**RECOMMENDATION:**

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Adopting a Budget for the Fiscal Year 2024."

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**

Not Applicable.

**EXPLANATION:**

After a series of internal staff meetings and City Council workshops, staff presents for adoption the Fiscal Year 2023-2024 Proposed Budget for the City of National City. Preparation of the City's budget is a multi-step process, occurring over several months. Development of the fiscal year 2023-2024 capital budget began in November 2022 with meetings of the City's CIP (Capital Improvements Program) Committee, to discuss prioritization of capital projects and vehicle fleet needs. Development of the City's operating budget began in January 2023 with direction to City departments to detail their baseline budget revenues and expenditures and to submit appropriation requests for enhancements by February 2023. Finance staff met with representatives from each department along with the City Manager, Assistant City Manager, and Director of Administrative Services in March to finalize the preliminary budget.

A series of workshops to review the City's fiscal health, present the preliminary budget, and receive Council direction on potential enhancement items were held in May and June. The resulting additions, as well as adjustments, corrections, and other refinements deemed necessary have been incorporated into the budget. Staff now presents the City of National City's Fiscal Year 2023-2024 Proposed Budget for adoption.

The proposed budget estimates General Fund revenues and transfers-in totaling \$69.8 million and recommends General Fund expenditures and transfers out totaling \$70.8 million. The proposed budget estimates overall revenues and transfers in totaling \$135.1 million and recommends overall expenditures and transfers out totaling \$140.4 million.

**FINANCIAL STATEMENT:**

See linked FY2023/2024 Proposed budget

**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 – Proposed Budget by Fund (see link)

Exhibit B – Resolution

FY2023/2024 Proposed budget is available for review at  
<https://www.nationalcityca.gov/government/finance/budgets>

**CITY OF NATIONAL CITY  
PROPOSED BUDGET BY FUND  
FISCAL YEAR 2024**

Fund	Fund Name	Estimated			Proposed
		Revenues	Transfers In	Transfers Out	
001	GENERAL FUND	\$ 67,752,029	\$ 2,005,500	\$ 2,999,446	\$ 67,804,266
104	LIBRARY FUND	\$ 1,006,586	\$ 1,333,616		\$ 2,358,040
105	PARKS MAINTENANCE FUND	\$ 1,172,181	\$ 1,060,499		\$ 2,232,780
108	LIBRARY CAPITAL OUTLAY	\$ 180,000			\$ 53,900
109	GAS TAXES FUND	\$ 3,286,920			\$ 2,833,850
115	PARK & REC CAPITAL OUTLAY FUND	\$ -			
117	AMERICAN RESCUE PLAN ACT - ARPA	\$ 2,000,000		\$ 2,000,000	\$ -
125	SEWER SERVICE FUND	\$ 11,812,000		\$ -	\$ 13,183,175
130	EMT-D REVOLVING FUND	\$ 334,124			\$ 330,000
131	ASSET FORFEITURE FUND	\$ 1,500			\$ 67,500
166	NUTRITION	\$ 413,600	\$ 772,900	\$ 48,000	\$ 1,138,500
172	REFUSE ENTERPRISE FUND	\$ 215,000	\$ -	\$ 450,000	\$ 503,729
195	MILE OF CARS LMD	\$ 158,289	\$ 17,431	\$ 5,500	\$ 170,220
208	SUPP.LAW ENFORCEMENT SVCS FUND (SLESF)	\$ -			\$ -
211	SECURITY AND ALARM REGULATION FUND	\$ 47,000			\$ 12,000
212	POST-EMPLOYMENT BENEFITS FUND		\$ 360,000		\$ 360,000
258	PENSION OBLIGATION BONDS		\$ 5,806,468		\$ 5,806,468
259	LIBRARY BONDS DEBT SERVICE FUND	\$ 399,605			\$ 399,605
277	NC PUBLIC LIBRARY DONATIONS FUND	\$ -			\$ -
282	REIMBURSABLE GRANTS CITYWIDE	\$ 586,957			\$ 584,457
290	POLICE DEPT GRANTS	\$ -			\$ -
296	ENGINEERING DEPT GRANTS	\$ -			\$ -
301	GRANT-C.D.B.G.	\$ 715,046	\$ -		\$ 715,045
307	PROPOSITION A" FUND	\$ 1,849,000			\$ 1,849,000
320	LIBRARY GRANTS	\$ -			\$ -
325	DEVELOPMENT IMPACT FEES	\$ 55,000			\$ 200,000
326	TRANSPORTATION IMPACT FEE FUND	\$ 260,000			\$ 1,500,000
343	STATE-LOCAL PARTNERSHIP	\$ -			
420	PARKING AUTHORITY	\$ 359,548	\$ -		\$ 359,551
501	HOUSING AUTHORITY	\$ 861,581		\$ 564,151	\$ 1,076,327
502	SECTION 8 FUND	\$ 15,583,578			\$ 15,584,948
505	HOME FUND	\$ 400,681			\$ 226,761
532	LOW&MOD INCOME HOUSING ASSET FUND	\$ 162,981			\$ 162,997
626	FACILITIES MAINT FUND	\$ 3,252,618	\$ 48,000		\$ 3,300,618
627	LIABILITY INS. FUND	\$ 4,000,000			\$ 4,975,788
629	INFORMATION SYSTEMS MAINTENANC	\$ 3,143,086			\$ 3,143,086
630	OFFICE EQUIPMENT DEPRECIATION				\$ 32,000
643	MOTOR VEHICLE SVC FUND	\$ 1,614,404			\$ 1,614,839
644	VEHICLE REPLACEMENT RESERVE	\$ 1,657,758	\$ 450,000		\$ 1,761,000
<b>All Funds</b>		<b>\$ 123,281,072</b>	<b>\$ 11,854,414</b>	<b>\$ 6,067,097</b>	<b>\$ 134,340,451</b>

**RESOLUTION NO. 2023 –**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA,  
ADOPTING A BUDGET FOR THE FISCAL YEAR 2024**

**WHEREAS**, on April 18, 2023, in accordance with National City Municipal Code §2.55.030, the City Manager submitted a preliminary budget for the 2024 Fiscal Year to the City Council and said budget was discussed and deliberated in public session; and

**WHEREAS**, on June 20, 2023, the City Council received the proposed budget for the 2024 Fiscal Year, the “Fiscal Year 2024 Proposed Budget,” that incorporated adjustments to said preliminary budget as directed by the City Council or advised by the City Manager.

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

**Section 1:** The all funds budget for the Fiscal Year beginning July 1, 2023, with City expenditures totaling \$140.4 million is hereby approved, adopted, and appropriated.

**Section 2:** The sum of the amounts by fund outlined in the “Transfers Out” and “Proposed Expenditures” columns of “Exhibit A” attached hereto and incorporated herein by this reference shall be the maximum expenditures authorized for those respective funds for the Fiscal Year 2024.

**Section 3:** The City Manager is hereby authorized to make budgetary revisions between budget units within a fund after the adoption of this budget.

**Section 4:** The City Manager is hereby authorized to transfer monies between funds up to the maximum outlined in the “Transfers” columns in “Exhibit A” attached hereto and incorporated herein by this reference.

**Section 5:** The estimated financing sources by fund available to meet the authorized expenditures and transfers are approved and adopted as detailed in the Fiscal Year 2024 Proposed Budget and incorporated herein by this reference.

**Section 6:** The City Manager is authorized to adjust amounts of said financing sources subsequent to budget adoption if any appropriation balances carried forward from prior fiscal years had an associated revenue source at the time the appropriation was established.

**Section 7:** The City Council of the City of National City hereby authorizes and approves the number and classification of employees in the respective functions, departments, and activities outlined in the Fiscal Year 2024 Proposed Budget and incorporated herein by this reference.

**Section 8:** 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 20th day of June, 2023.**

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Ron Morrison, Mayor

**ATTEST:**

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Shelley Chapel, MMC, City Clerk

**APPROVED AS TO FORM:**

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Barry J. Schultz, City Attorney



# AGENDA REPORT

**Department:** City Manager's Office  
**Prepared by:** Shelley Chapel, MMC, City Clerk  
**Meeting Date:** Tuesday, June 20, 2023  
**Approved by:** Armando Vergara, Interim City Manager

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**SUBJECT:**

City Council Discussion and Direction Regarding Revisions to City Council Policy No. 104: Rules of Procedural and Order for City Council Meetings

**RECOMMENDATION:**

Discuss and Provide Direction to Staff Regarding Revisions to the City Council Policy No. 104: Rules of Procedural and Order for City Council Meetings; XIV Procedural Matters, E (Proclamations).

**BOARD/COMMISSION/COMMITTEE PRIOR ACTION:**

Not Applicable.

**EXPLANATION:**

Councilmember Rodriguez submitted a City Council Policy #105 request on the Agenda for the Regular City Council meeting of May 5, 2023. The request was to review and discuss City Council Policy No. 104: Rules of Procedural and Order for City Council Meetings; XIV Procedural Matters, E. (Proclamations)

Current Policy

- E. Proclamations: It is the policy of the City Council to issue proclamations for certain individuals, organizations, events, or causes, when such a proclamation positively impacts the community and conveys an affirmative message to residents.
1. Discretion should be used in determining whether or not to issue a proclamation. Proclamations that are political in nature, are controversial, or that likely would not enjoy a high level of community interest and support, are discouraged.
  2. It is the policy of the City Council to process requests for proclamations in the following manner:
    - a. Requests for proclamations will be made through the Mayor's Office;
    - b. If the Mayor determines that the proclamation request is consistent with the policy stated above, the Mayor will direct his or her staff member to prepare the proclamation and the proclamation will be issued.
    - c. Upon receipt of the draft proclamation language, the Mayor will direct the City Manager to place the item on a meeting agenda depending on the nature and time-sensitive nature of the request.

Suggested Changes per City Council Policy 105 Request dated May 5, 2023:

*Modify: Section 2 (a)(b)(c)*

*(a) Requests for proclamations can be made by any Council Members' Office*

*(b) The Mayor and Councilmember filing the request will determine the language used in the proclamation, the Mayor will then direct his or her staff member to prepare the proclamation and the proclamation will be issued with all of the Council Member signatures.*

*(c) Upon receipt of the draft proclamation language, the Mayor and Councilmember filing the request will direct the City Manager to place the item on a meeting agenda depending on the nature and time-sensitive nature of the request.*

As per City Council Policy 105; once a majority of the City Council has voted to include an item at a subsequent City Council Meeting including a brief report to allow for discussion on the merit of the item and provide staff direction.

Upon direction from City Council, staff would come back to the City Council at a future date with proposed changes to the Policy and other recommended policy actions to consider regarding the Proclamation Process.

**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

**EXHIBIT:**

Exhibit A – City Council Policy No. 104

**CITY COUNCIL POLICY  
CITY OF NATIONAL CITY**

**TITLE:** Rules of Procedure and Order for City Council Meetings

**POLICY #104**

**ADOPTED:** December 13, 1983

**AMENDED:** October 5, 2021

**Rules of Procedure and Order for  
City Council Meetings**

**Adopted: December 13, 1983  
Last Amended: October 5, 2021**



## CITY COUNCIL POLICY CITY OF NATIONAL CITY

<b>TITLE:</b> Rules of Procedure and Order for City Council Meetings	<b>POLICY #104</b>
<b>ADOPTED:</b> December 13, 1983	<b>AMENDED:</b> October 5, 2021

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# CITY COUNCIL POLICY CITY OF NATIONAL CITY

<b>TITLE:</b> Rules of Procedure and Order for City Council Meetings	<b>POLICY #104</b>
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# CITY COUNCIL POLICY CITY OF NATIONAL CITY

**TITLE:** Rules of Procedure and Order for City Council Meetings

**POLICY #104**

**ADOPTED:** December 13, 1983

**AMENDED:** October 5, 2021

## I. PURPOSE

The purpose of this Policy is to establish Rules of Procedure and Order for City officials, staff and members of the public at all meetings of the City Council to ensure that the business of the City is attended to in an open and orderly manner and in an environment safe for all persons in attendance. The policy establishes and delineates general meeting rules, roles and responsibilities, to allow for an orderly meeting where all individuals can exercise their Constitutional rights.

All meetings of the City Council will be conducted under Rosenberg's Rules of Order. In addition, such meetings will be governed in accordance with the Ralph M. Brown Act (Gov. Code § 54950, hereinafter "the Brown Act") and other applicable State laws. Any question about proper procedure will be immediately referred to the City Clerk as parliamentarian.

This policy applies to all persons attending public meetings in the City Council Chamber or any other location where a meeting subject to this policy takes place. In the event of any inconsistency between this policy and State law or regulation, State law or regulation shall apply.

## II. RESPONSIBILITIES

It is important to recognize that the City Council acts as a legislative body. No member has extraordinary powers beyond those of other members. While the Mayor and Vice-Mayor may have additional ceremonial and administrative responsibilities, in the establishment of policies, voting and in other significant areas, all members are equal. Policy is established and direction is given to City staff by a majority vote of the Council.

While individual Councilmembers may disagree with decisions of the majority, a decision of the majority binds the Council to a course of action and provides staff with direction to follow. In turn, it is staff's responsibility to ensure the policy of the Council is implemented and upheld consistent with the wishes of the majority. Implementation of Council policy by staff does not reflect a bias against Councilmembers who held a minority opinion on an issue.

A. Responsibilities of Presiding Officer/Mayor: The Presiding Officer of the City Council, shall be the Mayor, or in the Mayor's absence the Vice-Mayor, or in both of their absence any other member designated by the City Council. It shall be the duty of the Presiding Officer to ensure that the Rules of Procedure and Order contained herein are observed, The Presiding Officer shall maintain control of communication between Councilmembers and between the Council, staff, and members of the public. The Presiding Officer may make and second motions.

B. Responsibilities of Vice-Mayor: In the absence of the Mayor from the City or a Council

# CITY COUNCIL POLICY CITY OF NATIONAL CITY

<b>TITLE:</b> Rules of Procedure and Order for City Council Meetings	<b>POLICY #104</b>
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<b>ADOPTED:</b> December 13, 1983	<b>AMENDED:</b> October 5, 2021
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meeting, the Vice-Mayor shall possess all the powers of the office of the Mayor, and be subject to all prescribed duties for that office.

C. Responsibilities of City Council:

1. Members of the City Council shall review all meeting materials in preparation for City Council meetings and be prepared to discuss the agenda.
2. Members of the City Council shall arrive on time for all City Council meetings.
3. Members of the City Council shall conduct themselves in an orderly, professional and businesslike manner to ensure that the business of the City shall be attended to efficiently and thoroughly and to ensure that the integrity of the deliberative process of the City Council is maintained at all times.
4. Members of the City Council shall maintain a polite, respectful, and courteous manner when addressing one another, City staff, and members of the public during City Council meetings.
5. As a courtesy, members of the City Council shall report upcoming absences to the City Manager as soon as possible to ensure that any necessary adjustments to the agenda may be made, and to ensure a quorum.

D. Responsibilities of City Clerk:

1. The City Clerk shall serve as the Parliamentarian for the City Council meetings to advise the Presiding Officer. Within the limitations imposed by Rosenberg's Rules of Order, the Presiding Officer has the authority to determine proper parliamentary procedure.
2. The City Clerk shall call and record roll call votes; and shall read ordinance titles and agenda items as requested by the Presiding Officer.
3. The City Clerk shall keep minutes of the open meeting in accordance with City Council Policy No. 106, and permanent retention of video recordings of those proceedings as the archived record. Any written comment received for the meeting will be made available on the City website within 48 hours of the meeting. All retention per the City Records Retention Schedule.

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E. Responsibilities of City Manager:

1. The City Manager's duties during City Council meetings include keeping a record of concerns raised by the City Council regarding direction for future staff action and facilitating the orderly presentation of staff reports.

F. Responsibilities of City Attorney:

1. The City Attorney's duties during City Council meetings include consulting with City Council on items of concern on the agenda, to proactively inform and protect Councilmembers from potential violations and conflicts of law, and to report on any final action taken in closed session.

### III. MEETINGS

- A. Regular Meeting: The City Council shall hold regular meetings on the first and third Tuesday of each month. The meetings shall be held in the Council Chamber of City Hall, 1243 National City Boulevard in the City of National City. The regular meeting shall begin at 6:00 p.m., or as otherwise scheduled due to the demand of business or for closed session.
- B. Adjourned Meeting: The City Council may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment. If a quorum is not present, less than a quorum may so adjourn.
- C. Special Meeting: A special meeting may be called at any time by the Mayor whenever the public business may require it or upon direction by a majority of the City Council. The call and notice shall be posted at least twenty-four (24) hours prior to the special meeting in a location that is accessible to members of the public.
- D. Emergency Meeting: Pursuant to the Government Code, the twenty-four (24) hour notice and posting requirements for a special meeting may be dispensed with under the following emergency conditions: work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as determined by a majority of the members of the legislative body, except in the case of a dire emergency.
- E. Recessed Meeting: Pursuant to the Government Code, a meeting of the City Council may recess to the following regular business day if the action is taken in good faith and not to circumvent the requirements of the Brown Act. The meeting may not be recessed to another day after that unless it is posted in accordance with the Brown

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Act.

- F. Closed Session Meeting: The City Council may hold closed sessions during a regular or special meeting, or at any time otherwise authorized by law, to consider or hear any matter which is authorized to be heard or considered in closed session in accordance with State law. If a closed session is included on the agenda, the description of the item must comply with Government Code Section 54954.5. For each closed session, the City Attorney must orally announce the subject matter of the closed session. If final action is taken in closed session, the City Attorney must report the action at the conclusion of the closed session, unless agendaized for that same Closed Session Meeting or list on the agenda for the Regular Meeting immediately following.

No minutes of the proceedings of the City Council during closed session are required. There shall be no closed session during any special emergency meeting. No person present in a closed session shall disclose, outside of the closed session, any information revealed in such closed session, without the prior authorization of a majority of the City Council. Any violation of this policy may be enforced by one or more of the actions delineated in City Council Policy No. 113.

- G. Quorum: A quorum at any meeting of the City Council will be established by the presence of three (3) members of the City Council. The Mayor shall count as a Councilmember for the establishment of a quorum.
- H. City Council Recess Periods: The City Council has traditionally observed a recess period during the summer to provide elected officials and staff an opportunity to catch up on work, reenergize after a lengthy budget and strategic planning process, and prepare for the start of a new fiscal year. For purposes of this policy, a recess period is defined as a period of time longer than twenty (20) days without a regular or special meeting of the Council.

During any recess period, the City Manager is authorized to take such ministerial action on matters of operational urgency as would normally be taken by the City Council during the recess except for those duties specifically reserved to the City Council by Government Code, and including such emergency actions as are necessary for the immediate preservation of the public peace, health, or safety. The City Manager shall make a full and complete report to the City Council at its first regularly scheduled meeting following the recess of actions taken by the City Manager pursuant to this section, at which time the City Council may make such findings as may be required and confirm said actions of the City Manager.

- I. Cancellation of Meetings: Any meeting of the City Council may be cancelled in advance

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by a majority vote of the Council. In the event that the Mayor and/or Vice-Mayor are unable to cancel a meeting, in the case of an emergency the City Manager is authorized to cancel such meeting.

- J. Location of Meetings: Regular meetings of the City Council shall be held in the Council Chamber unless appropriate notice is given pursuant to, and the location of the meetings in accordance with, the Brown Act. The City Council may hold a special meeting at another location within the City, or locations outside the jurisdiction of the City, provided appropriate notice is given pursuant to and the location of the meeting is in accordance with the Brown Act.
- K. Holidays or Elections: In the event that the a regular meeting of the City Council is scheduled on the same day as a legal holiday, or an election day on which a National City candidate or National City measure appears on the ballot, no meeting will be held that week.. Any regular meeting may be dispensed with by a majority vote of the City Council.
- L. Adjournment: It is the policy of the City Council that that all evening meetings of the City Council, including special meetings and workshops, be adjourned no later than 10:30 p.m., which time is referred to as the normal time of adjournment. The meeting shall be extended no more than once and subsequently may be adjourned to a later date. No new item of business shall be taken up by the Council after the normal time unless the Council has determined by a super-majority vote to set aside this policy. In the event the entire agenda cannot be completed by the normal time of adjournment, the Council may take up and act upon the more pressing agenda items. All agenda items not considered at the meeting shall be on the agenda of the next regular, special, or adjourned regular meeting unless the Council directs otherwise.
- M. Taping or Broadcasting: Meetings may be broadcast, audio-recorded, video-recorded or live-streamed so long as the activity does not constitute a disruption of the proceeding.
- N. Teleconferencing: Teleconferencing shall be allowed as per Government Code section 54953. Teleconference meetings may be held under carefully-defined conditions. The meeting notice must specifically identify all teleconference locations, and each such location must be fully-accessible to members of the public.
- O. Agenda Exception: Special procedures permit a body to proceed without an agenda in the case of emergency circumstances, or where a need for immediate action came to the attention of the body after posting of the agenda. (Reference Section VIII, A.5 - Non-Agenda Items Requiring Immediate Action)

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- P. Comfort Breaks: It is the policy of the City Council that the Presiding Officer will call comfort breaks of 5-10 minutes when a meeting is expected to last more than two hours. While it is not possible to predict the duration of a meeting, scheduled breaks allow participants to not miss any part of the meeting and help stay alert and maintain a high level of concentration and participation.
- Q. Use of Personal Electronic Devices: The use of personal electronic devices on the dais shall be limited to official agenda-related tasks and emergency notifications. If, in the opinion of the Presiding Officer, a Councilmember's use of an electronic device is disruptive to Council deliberations or disrespectful to the public, the Presiding Officer may request that the Councilmember cease the use of such device.
- R. Translation Services: Simultaneous Spanish interpreting services are provided at City Council meetings, through the use of headsets. A Spanish-language interpreter is also available to interpret and translate for speakers who wish to address the City Council. When the meetings are hosted as a webinar, a Spanish-language interpreter shall provide translation services for a minimum of two (2) hours. If, after providing translation services for two (2) hours, no member of the public is using those services, the translator may be dismissed by the Presiding Officer.
- S. Compliance with Brown Act: All regular, special, and adjourned meetings of the City Council shall be called, noticed and conducted in compliance with the Brown Act.

## IV. REMOTE ACCESS TO MEETINGS

- A. Internet Broadcast: Live-Streaming video of City Council meetings is available at [www.nationalcityca.gov](http://www.nationalcityca.gov). Archived meetings are also available online.
- B. E-Notification: Individuals may sign up via the City's website to receive email notifications of published City Council and Board, Commission, and Committee meeting agendas, City news, special events, and more.

## V. PUBLIC ASSISTANCE & ACCOMMODATIONS

Upon request, the City Council agenda and backup materials will be made available in alternative formats. Any person who requires a disability-related modification or accommodation to participate in the public meeting, including auxiliary aids or services, may request a modification, accommodation, aid, or service by contacting the City Clerk's Office either in person or by telephone no later than 10:00 a.m. on the day preceding the scheduled meeting.



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## VI. PUBLIC MEETING COMMUNICATIONS

### A. Communications between City Councilmembers:

1. Councilmembers wishing to speak should request the floor by being recognized by the Presiding Officer before speaking. The Presiding Officer must recognize any Councilmember who seeks the floor when appropriately entitled to address the City Council.
2. No Councilmember shall speak again until all Councilmembers have had the opportunity to speak.
3. Councilmembers shall remember that the purpose of the City Council meeting is to conduct the business of the City. Councilmembers shall avoid repetition and shall limit their comments to the subject matter at hand. Councilmembers shall endeavor to express their views without engaging in unnecessarily lengthy debates.
4. When one Councilmember is speaking, other Councilmembers shall not interrupt, disrupt or disturb the speaker. During questions and deliberations, the Presiding Officer may vary the speaking sequence of Councilmembers from item to item.

B. Email Communications between City Councilmembers: Because email communications can ultimately lead to the exchange of information intended to, or which may, create collective concurrence among a quorum of Councilmembers, e-mail communications between Councilmembers relative to Council business should be avoided at all times.

C. Communications with Persons Addressing the City Council: Members of the public may address the City Council during the Public Comment period and/or prior to the consideration of any agenda item. Persons shall address the City Council as a whole and shall not engage in a dialogue with individual Councilmembers, staff, or with other members of the audience. Any person wishing to speak, whether during the Public Comment period or on an agenda item, is requested to complete a "Speaker Slip" form and submit the form to the City Clerk prior to the calling to order of the meeting or as soon thereafter as possible. Filling out a speaker slip is not required to participate. All those addressing the Council shall do so from the podium.

The City Council may not prohibit public criticism of the City in general, City staff, or members of the City Council, its policies, procedures, programs, or services of an

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agency or its acts or omissions. A speaker may not be stopped from speaking because either the Presiding Officer or Councilmembers disagree with the viewpoint being expressed.

1. Translation Services: Simultaneous Spanish interpreting services are provided at City Council meetings, through the use of headsets. A Spanish-language interpreter is also available to interpret and translate for speakers who wish to address the City Council. When the meetings are hosted as a webinar, a Spanish-language interpreter shall provide translation services for a minimum of two (2) hours. If, after providing translation services for two (2) hours, no member of the public is using those services, the translator may be dismissed by the Presiding Officer.
2. Public Comment (Non-agenda): At all regular City Council meetings, speakers shall have the right to address the City Council on any matter within the elected body's jurisdiction, subject to a three (3) minute time limit or less, depending on the number of speakers. The Council may listen to the speaker's comments, but cannot discuss or take action on communications not on the agenda. Non-agenda Public Comment may be referred to the City Manager for administrative action or placement on a subsequent agenda, with a majority vote of the Council.
  - a. At each regular Council meeting, up to 30 minutes shall be reserved for Public Comment.
  - b. The City Clerk will review the Speaker Slips and inform the Presiding Officer of the number of slips. If the number of speakers, at three (3) minutes each, exceeds the 30-minute allotted time for Public Comment, the Presiding Officer may reduce the time allotted to each speaker, extend Public Comment time, or continue remaining speakers to the end of the meeting.
  - c. Donations of time from one speaker to another are not permitted.
  - d. The Presiding Officer shall have the authority to reduce equally each speaker's time to accommodate a larger number of speakers.
  - e. Speaker Slips for Public Comment will be accepted by the City Clerk in the Council Chamber no earlier than 15 minutes before the meeting and up until the Public Comment portion of the agenda is finished.
  - f. In order to ensure that non-English speakers receive the same opportunity to directly address the City Council, any member of the public who utilizes a

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translator shall be provided at least twice the allotted time to address the City Council, unless simultaneous translation equipment is used to allow the City Council to hear the translated public testimony simultaneously. (Government Code 54954.3)

- g. Remarks shall be addressed to the City Council as a body.
  - h. If there is a group representing a common position, designation of a spokesperson is encouraged. The Presiding Officer may allot a mixed amount of time for presentations of this nature.
3. Public Comment (Agenda Items): Speakers shall have the right to address the City Council on items which appear on the agenda, subject to the 3-minute time limit.
- i. Donations of time from one speaker to another will not be permitted.
  - j. The Presiding Officer shall have the authority to reduce equally each speaker's time to accommodate a larger number of speakers, or to limit the total speakers' time on an agenda item.
  - k. Speaker Slips for agenda items will be accepted by the City Clerk in the Council Chamber no earlier than 15 minutes before the meeting and up until the public testimony on the item is finished. Included on the Speaker Slip shall be the option for individuals who do not wish to speak to register in support of, in opposition to, or neutral on the item. An individual must be present to register a position or opinion. The City Clerk will provide a tally of those who do not wish to speak on an item, but who do provide a position or opinion.
  - l. Remarks shall be addressed to the City Council as a body and not to any member of the City Council, staff or the public. No questions shall be asked of an individual member of the City Council, staff, or the public. The Presiding Officer may limit interaction between Councilmembers and public speakers to questions of clarification.
  - m. If there is a group representing a common position, designation of a spokesperson is encouraged. The Presiding Officer may allot a mixed amount of time for presentations of this nature.
  - n. In order to ensure that non-English speakers receive the same opportunity to directly address the City Council, any member of the public who utilizes a

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translator shall be provided at least twice the allotted time to address the Council, unless simultaneous translation equipment is used to allow the Council to hear the translated public testimony simultaneously. (Government Code Section 54954.3)

4. Presentations to City Council: Any information presented to the City Council for its consideration in formats such as PowerPoint, Video, or other audio/visual media must be submitted to the City Clerk's Office no later than the Wednesday immediately prior to the City Council meeting in order to have the presentation facilitated for City Council viewing and broadcast. If presentations are submitted after that deadline, it will not be possible for them to be played or displayed during the meeting, although ten (10) hard copies may be submitted to the City Clerk for distribution to the City Council. Documents and presentations displayed during the City Council meeting shall become part of the public record and must be submitted to the City Clerk for retention. The City Clerk's Office will post any materials received at a City Council Meeting to the City website within 48 hours of the meeting.

## VII. AGENDA SEQUENCE AND ORDER OF BUSINESS

Generally, the agenda sequence and order of business of a regularly scheduled City Council meeting shall be determined by the City Manager's.

During the City Council Meeting the Order of Business shall be followed, unless otherwise reordered by the Presiding Officer with the consensus of the City Council during the City Council Meeting.

- A. Call to Order: The Presiding Officer officially calls the meeting to order.
- B. Roll Call: Before the City Council shall proceed with the business of the Council, the City Clerk shall call the roll of the members and the names of those present shall be entered in the minutes. The later arrival of any absentee shall also be entered in the minutes.
- C. Pledge of Allegiance: Each agenda of a regularly scheduled Council meeting shall provide an item for the recital of the "Pledge of Allegiance" to both the United States flag and the California flag.
- D. Public Comments: Speakers shall have the right to address the City Council on any matter within the elected body's jurisdiction, subject to a 3-minute time limit or less, depending on the number of speakers. The City Council may listen to the speaker's

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comments, but cannot discuss or take action on communications not on the agenda. Non-agenda public comment may be referred to the City Manager for administrative action or placement on a subsequent agenda.

- E. Proclamations and Certificates: The agenda shall provide a time when proclamations directing attention to a person, organization or event may be presented. Proclamations will be issued subject to Section XIV, E - Proclamations.
  
- F. Awards and Recognitions: The agenda shall provide a time when recognitions may be presented.
  
- G. Presentations: The Presentations section of the agenda is for the purpose of allowing a brief (5 to 10 minutes each) opportunity at the beginning of a Council meeting for City Council to receive information from outside agencies or City staff. It is not meant for a topic that would require lengthy deliberation, debate, or action. Items may be placed on the Presentation section of the agenda at the request of the City Council or City staff with the City Manager's concurrence. Approval to place a presentation on the agenda that has been requested by a community member must be obtained through the City Manager's Office.
  
- H. Interviews and Appointments: The agenda shall provide a time for the City Council to interview and/or appoint members of the City Council or the public to City and/or external boards, commissions and committees.
  
- I. Regional Boards and Committee Reports: City Councilmembers report on meetings attended on behalf of the City. Councilmembers are limited to five-minutes.
  
- J. Consent Calendar: Items of a routine or generally uncontested nature may be approved by the City Council in a single motion by adoption of the Consent Calendar. The approval of the Consent Calendar shall signify the approval of each matter or recommendation included therein: Upon request of any Councilmember, staff, or public made through the Presiding Officer, an item may be removed from the Consent Calendar for separate discussion and/or action. Each item proposed for consideration as part of the Consent Calendar shall be described on the agenda posted for the meeting.
  
- K. Public Hearings: Ordinances & Resolutions: This portion of the meeting allows for a noticed public session to receive original evidence or testimony on applications regulated by this title. Scheduled public hearings shall be commenced at 6:00 p.m. or as soon thereafter as possible. (Reference Section XI, Public Hearings)

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- L. Non-Consent Resolutions: Items generally of a non-routine nature for City Council discussion and/or action.
- M. New Business: This portion of the meeting is devoted to discussion or consideration of items of business that have or have not previously been before the City Council.
- N. Staff Reports: This portion of the meeting provides the City Manager and staff the opportunity to give general comments, updates, and announcements.
- O. Mayor and City Council Reports: This portion of the meeting provides the City Council the opportunity to give general comments, announcements, or informational reports on any item not on the agenda. These matters may not be discussed or deliberated.
- P. Closed Session Report: At an Open Session following a Closed Session, the body must report on final action taken in Closed Session under specified circumstances.
- Q. Adjournment: It is the policy of the City Council that that all evening meetings of the City Council, including special meetings and workshops, be adjourned no later than 10:30 p.m., which time is referred to as the normal time of adjournment.

## VIII. AGENDA PROCESS

In order for both the City Council and City staff to be adequately prepared to discuss City business during City Council meetings, items for discussion shall be placed on the agenda in accordance with established City Council agenda deadlines and in compliance with the Brown Act. Generally, items not on the agenda cannot be discussed or considered during a City Council meeting. This section of the policy discusses how to place items onto the agenda, agenda setting, preparation and distribution.

- A. Preparation, Distribution and Posting
  - 1. Agenda Items: In conjunction with City staff, the City Manager shall have the primary responsibility for preparing the City Council agenda and placing matters on the agenda in accordance with identified City needs and scheduling.
    - a. In the event an item is brought to the attention of the City Manager that requires immediate City Council attention after the agenda setting meeting and before the agenda is distributed, the City Manager will determine the need for the item to be added to the agenda.

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2. **Agenda Review Meeting:** Prior to release and posting of a final City Council agenda, an agenda review meeting shall be held by the City Manager with the City Attorney and the Mayor, or another member of the City Council designated by the Mayor, to serve in their absence. The proposed agenda shall be reviewed at this meeting.
3. **Agenda Preparation:** Not later than the Thursday prior to the City Council meeting, the City Manager is responsible for preparing the agenda packet, which shall include the agenda plus all its corresponding duplicated agenda items. No item shall be considered if not included in the packet, except that a correction or supplement to an item already included in the packet may be considered in accordance with the Ralph M. Brown Act.
4. **Agenda Distribution and Posting:** Not later than the Thursday prior to the City Council meeting, the City Manager is responsible for distributing the agenda packet to each member of the City Council. Staff shall post each agenda at least 72-hours in advance of the meeting and shall post each agenda of a special meeting at least 24-hours in advance of the meeting on the official bulletin boards at City Hall and on the City's website.
5. **Non-Agenda Items Requiring Immediate Action:** Matters requiring City Council action must be placed onto a Council Agenda in a timely manner in order for Council to consider the matter. In accordance with the Ralph M. Brown Act, off-agenda items requiring City Council approval will not be considered by the City Council except under the following two circumstances:
  - a. An emergency situation exists, as defined in the Government Code; or,
  - b. The City Council determines by a two-thirds (2/3) vote, or by a unanimous vote if less than two-thirds of the Council is present, that:
    - There is a need for immediate action, and
    - The need to take action on the item arose after the posting of the agenda.

If the City Council finds that the need to take action arose subsequent to the agenda posting, pursuant to the criteria above, it shall make those findings by separate motion, including the factual reasons supporting the findings. The findings shall be reflected in the City Council minutes.

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## IX. VOTING

- A. Obtaining the Floor: Any Councilmember wishing to speak must first obtain the floor by being recognized by the Presiding Officer. The Presiding Officer must recognize any Councilmember who seeks the floor when appropriately entitled to do so.
- B. Voting Procedure: Any vote of the City Council, including a roll call vote, may be registered by the members by answering "Yes" or "Aye" for an affirmative vote, "Abstain" for an abstention, or "No" or "Nay" for a negative vote upon the member's name being called by the City Clerk; or an electronic vote may be registered by pressing the Councilmember button for an affirmative vote, an abstention, or a negative vote, upon a vote being called for by the Presiding Officer.

Following the vote, the City Clerk shall audibly announce the results of the vote by name indicating whether the item carried or was defeated. The same shall be recorded in the minutes as the vote. The Presiding Officer in his or her discretion may publicly explain the effect of a vote for the audience, or may direct a member of the staff to do so before proceeding to the next item of business.

- C. Disqualification for Conflict of Interest: Any Councilmember who is disqualified from voting on a particular matter by reason of a conflict of interest shall publicly state or have the Presiding Officer state, the nature of such disqualification in open meeting. Where no clearly disqualifying conflict of interest appears, the matter of disqualification may, at the request of the Councilmember affected, be decided by the other Councilmembers. A Councilmember who is disqualified by reason of a conflict of interest in any matter shall not remain in his or her seat during the debate and vote on such matter, but shall request and be given the permission by the Presiding Officer to step down from the Council dais. A Councilmember stating such disqualification shall not be counted as a part of a quorum and shall be considered absent for the purpose of determining the outcome of any vote on such matter.
- D. Failure to Vote: Every Councilmember should vote unless disqualified by reason of a conflict. The vote of a Councilmember who abstains absent a disqualifying conflict of interest shall be counted with the majority vote of the quorum on the question voted upon.
- E. Tie Vote: Any proposed measure that receives a tie vote from the members of the City Council shall be considered lost and may be reconsidered.
- F. Changing Vote: A Councilmember may change his or her vote only if the Councilmember makes a timely request to do so immediately following the announcement of the



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vote by the City Clerk and prior to the time that the next item in the order of business is taken up.

- G. Reconsideration: A motion to reconsider the vote on any action taken by the City Council at either this meeting or a previous meeting may be made only by one of the Councilmembers who voted with the prevailing side.
- H. Point of Order: An interruption of a meeting to question whether rules or bylaws are being broken, such as the speaker has strayed from the motion currently under consideration.
- I. Continuance of Discussion or Hearings: Any item being discussed or any public hearing at a City Council meeting may, by order, notice, or motion, be continued or tabled to any subsequent meeting.
- J. Rosenberg's Rules of Order: Rosenberg's Rules of Order have been adopted by the City Council and shall apply in all cases.
- K. Disclosure of Ex Parte Contacts: An "ex parte" contact or communication occurs when, prior to considering a matter on a public meeting agenda, a member or members of the City Council receives information, oral, written, or otherwise, pertaining to that matter outside the public meeting. (Reference City Council Policy No. 116-Procedure for Disclosure of Ex Parte Contacts)

## X. MOTIONS

Motions are the vehicles for decision making by a body. It is normally best to have a motion before the body prior to commencing discussion of an agenda item. There are three motions that are the most common and recur often at meetings:

1. The basic motion. The basic motion is the one that puts forward a decision for the body's consideration.
2. The motion to amend. If a Councilmember wants to change a basic motion that is before the body, they would move to amend it.
3. The substitute motion. If a Councilmember wants to completely do away with the basic motion that is before the body, and put a new motion before the body, they would move a substitute motion.

Motions may be made by any member of the City Council, including the Chair. Any member of

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the City Council may second a motion. (Reference *Rosenberg's Rules of Order* for a more detailed discussion on motions in general and sample motions.)

A. Procedure for Motions: The following is the general procedure for making motions:

1. The item is presented by staff or others followed by questions and discussion by Councilmembers.
2. A Councilmember who wishes to make a motion shall first obtain the floor.
3. A Councilmember who wishes to second a motion shall do so through a request to the Chair.
4. Before a motion can be discussed, it shall be seconded.
5. Once a motion has been properly made and seconded, the Chair shall open the matter for further discussion offering the first opportunity to the moving party and, thereafter, to any Councilmember properly recognized by the Presiding Officer.
6. Once the matter has been fully debated and the Presiding Officer calls for a vote, no further debate will be allowed, provided, however, any Councilmember may be allowed to explain his or her vote prior to the vote being cast.

B. Amendments to Motions: As previously discussed, when a motion is on the floor and an amendment is offered, the amendment shall be acted upon prior to acting on the main motion. No motion of a subject other than the agenda item under consideration shall be admitted as an amendment. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order. Action shall be taken on the amended amendment prior to any other action to further amend the original motion.

## XI. PUBLIC HEARINGS/ORDINANCES & RESOLUTIONS

A. Except as provided otherwise by law, public hearings shall generally be conducted as follows:

1. Scheduled public hearings shall commence at 6:00 p.m. or as soon thereafter as possible.
2. Speakers are encouraged to complete a Speaker Request Slip; however, a

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Speaker Slip is not required in order to speak.

3. At the beginning of each public hearing item, the Presiding Officer shall announce the item for the public hearing, request that staff present the staff report and any other relevant evidence, and open the public hearing. The presentation of the staff report prior to the formal opening of the public hearing shall not prevent its consideration as evidence. Any such evidence shall be made a part of the record of the public hearing.
4. Following the staff report and opening of the public hearing, the Presiding Officer shall thereupon call upon the proponent (if other than staff) to present his or her presentation. Thereafter, the Presiding Officer shall inquire as to whether there are any persons present who desire to address the City Council on the matter. Any person desiring to speak or present evidence shall then make their presence known to the Presiding Officer and, upon being recognized by the Presiding Officer, may speak or present evidence relevant to the subject matter being heard.
5. The applicant/appellant, and/or their representative shall speak first and shall have a sufficient amount of time to do so, any portion of which may be reserved and used for rebuttal.
6. Each member of the public wishing to address the City Council, other than the applicant/appellant, shall then be allowed to address the City Council and shall have three (3) minutes to speak. Prior to declaring the public hearing open, however, when necessary because of the number of possible speakers, the Presiding Officer may establish a time limit for the entire public hearing, or establish time limits for the presentation of each individual speaker. All persons interested in the matter being heard by the City Council shall be entitled to submit written evidence or remarks, as well as other graphic evidence. All such evidence presented shall be retained by the City Clerk as part of the record.
7. Councilmembers who wish to ask questions of the speakers, staff or each other, during the public hearing portion, may do so only after being recognized by the Presiding Officer in the manner set out in this policy.
8. Councilmembers should be mindful that the purpose of the public hearing is to obtain testimony, and not to debate the merits of the item under consideration. Councilmembers should avoid debate and expressions of personal opinion until after the close of the public hearing.
9. Following the conclusion of such questions, the Presiding Officer shall allow the

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applicant/appellant the opportunity for rebuttal.

10. Following the rebuttal, the Presiding Officer shall close the public hearing and then allow each Councilmember to state his or her opinion on the item before asking for a motion to decide the matter.
11. Upon closing the public hearing by the Presiding Officer, no additional public testimony shall be solicited or received by the City Council without reopening the public hearing through the Presiding Officer with consensus of the City Council.
12. The Presiding Officer at all times shall conduct the public hearing in such a manner as to afford due process to all affected persons.

## XII. MEETING DECORUM & CONDUCT

Meetings of the City Council shall be conducted in an open and orderly manner and in an environment safe for all persons in attendance to ensure that the public has a full opportunity to be heard and that the deliberative process of the Council is retained at all times. The Presiding Officer shall be responsible for maintaining the order and decorum of meetings. This policy is not intended to deprive any person of his or her right to freedom of expression, but only to maintain, to the extent possible and reasonable, a safe and conducive place to conduct public business.

### A. Conduct:

1. Members of the audience shall not engage in disorderly or boisterous conduct, including the utterance of obscene, lewd, loud, threatening, repeatedly irrelevant or repetitious, or abusive language, including clapping, whistling, yelling, stamping of the feet, or other acts which disturb, disrupt, impede, or otherwise render the orderly conduct of the City Council meeting infeasible. A member of the audience engaging in any such conduct may, after warning by the Presiding Officer, at the discretion of the Presiding Officer or a majority of the City Council, be subject to removal from the meeting.
2. Persons in the audience will refrain from creating, provoking, or participating in any type of disturbance involving unwelcome physical contact.
3. Noise emanating from the lobby outside the Council Chambers which is audible within the Chambers shall not be permitted. The Sergeant-at-Arms is authorized to enforce this rule by requesting those in the lobby to remain silent or to leave the area.

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**B. Authorized & Designated Areas:**

1. No person shall stand or sit in the aisles. No person shall block any doorways or exits.
2. No person except City officials shall be permitted within the platform area in front of the City Council dais without the prior consent of the Presiding Officer or City Manager.

**C. Signs, Objects, or Symbolic Material:**

1. Placards, signs, and posters may be brought into the Council Chambers unless such objects disturb, disrupt, impede or otherwise render the orderly conduct of the Council meeting infeasible, or block the view of any other person in attendance, in which case such placard, sign, or poster shall, at the discretion of the Presiding Officer or a majority of the Council, be moved to a different location or removed from the Chamber.
2. Packages, bundles, suitcases, or other large or potentially dangerous objects shall not, without the prior authorization of the Presiding Officer or City Manager, be brought into the City Council Chamber and are subject to search to determine that they do not pose a threat or as otherwise requested by the Sergeant-at-Arms.

**D. Service Animals:** Except as otherwise allowed by the City Council, no animals except for service animals shall be brought into the Council Chambers.

**E. Photography/Videography:** Photographs, audiotapes, and videotapes may be taken from the rear of the Council Chambers or from any seat within the Chambers, as long as such activity does not disrupt or disturb the audience, public speakers, Councilmembers or others on the dais, and interfere with the orderly conduct of the meeting. When a filming area has been designated by the Fire Marshal or Sergeant-at-Arms, filming shall occur in that area only. The Fire Marshal or Sergeant-at-Arms may designate an area for credentialed media only.

**F. Cellular & Electronic Devices:** Persons in the audience will refrain from using cellular phones and/or pagers while the City Council meeting is in session.

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## XIII. ENFORCEMENT

A. Sergeant-at-Arms: The Chief of Police or designee shall be the ex-officio Sergeant-at-Arms of the City Council. The Sergeant-of-Arms shall carry out all orders and instructions given by the Presiding Officer for the purpose of maintaining order and decorum in the Council Chambers. Any Councilmember may move to require the Presiding Officer to enforce the rules upon affirmative vote of a majority of the Council.

B. Violations: Upon a violation of the Rules of Procedure and Order established herein, the procedure to enforce the rules are as follows:

1. **Warning**: The Presiding Officer shall first request that a person who is violating the rules cease such conduct. If, after receiving a request from the Presiding Officer, the person persists in violating the rules, the Presiding Officer shall order a recess. The Sergeant-at-Arms is authorized to warn the person that their conduct is violating the rules and that they are requested to cease such conduct. If upon resumption of the meeting the violation persists, the Presiding Officer may order another recess whereupon the Sergeant-at-Arms shall have the authority to order the person removed from the meeting and/or cited in violation of Penal Code Section 403.
2. **Motion to Enforce**: Any Councilmember may call a Point of Order should the City Council fail to abide by the provisions of this policy, whereupon the City Council shall immediately act upon the Point of Order by roll call vote. If the Presiding Officer fails to enforce the Rules of Procedure and Order set forth herein, any member of the City Council may move to require the Presiding Officer to do so, and an affirmative vote of a majority of the City Council shall require the Presiding Officer to do so. If the Presiding Officer fails to carry out the will of the majority of the City Council, the majority may designate another member of the City Council to act as Presiding Officer for the remainder of the meeting, for the limited purpose of enforcing the rules established herein.
3. **Clearing the Room**: Pursuant to Government Code section 54957.9, in the event that any meeting is willfully interrupted by a group of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of the individuals who are willfully interrupting the meeting, the Presiding Officer may order the room cleared and the meeting shall continue in session. Only matters appearing on the agenda may be considered in such a session. Credentialed representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held

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pursuant to Section 54957.9.

4. **Violation of California State Law:** A person or persons who willfully and intentionally impair or impede the conduct of a City Council meeting by violating these Rules of Procedure and Order may be prosecuted under California Penal Code section 403, California Elections Code section 18340, or any other applicable State law for disturbing a public meeting.

## XIV. PROCEDURAL MATTERS

- A. City Council Seating Arrangement: The seating arrangement of Councilmembers on the dais is at the prerogative of the Mayor.
- B. Signing of Meeting Documents: The Presiding Officer shall sign all ordinances, resolutions, contracts, and other documents necessitating official signature which were adopted in their presence, unless unavailable, in which case the signature of the Vice-Mayor may be used.
- C. Copy of Recordings: The public may obtain from the City Clerk a copy, at cost, of an existing recording made by the legislative body of its public sessions.
- D. Ceremonial Matters: There are several different types of action the City Council may take to provide recognition or express appreciation:
  1. Certifications of Appreciation or Recognition: Commendations are typically issued to acknowledge the activities of a person or organization.
  2. Proclamations: Public announcements directing attention to a person, organization, event, or cause. Proclamations will be issued subject to the policy described below.
- E. Proclamations: It is the policy of the City Council to issue proclamations for certain individuals, organizations, events, or causes, when such a proclamation positively impacts the community and conveys an affirmative message to residents.
  1. Discretion should be used in determining whether or not to issue a proclamation. Proclamations that are political in nature, are controversial, or that likely would not enjoy a high level of community interest and support, are discouraged.
  2. It is the policy of the City Council to process requests for proclamations in the following manner:

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- a. Requests for proclamations will be made through the Mayor's Office;
- b. If the Mayor determines that the proclamation request is consistent with the policy stated above, the Mayor will direct his or her staff member to prepare the proclamation and the proclamation will be issued.
- c. Upon receipt of the draft proclamation language, the Mayor will direct the City Manager to place the item on a meeting agenda depending on the nature and time-sensitive nature of the request.

## XV. SOCIAL MEDIA

With the ever-growing use of social media, the City Council and City staff should be aware that comments, statements, opinions, etc. are still subject to the same restrictions identified in the California Government Code, including but not limited to (the Brown Act and the Public Records Act). While the City of National City strives to maintain community involvement and transparency in its government functions, certain State and local laws must be considered and kept in mind while using social media platforms. Social media platforms such as Facebook, Twitter, and others can be viewed by other people including other Councilmembers. Councilmembers are encouraged to check the information they provide for accuracy.

Multiple Councilmembers cannot comment on the same conversation, as that can create a "serial meeting" of the City Council and is a direct violation of the Brown Act. If Councilmembers communicate on social media about "City business", as defined in City Administrative Policy No. 02.06, any such communication may be released to the public upon request.

Councilmembers should refrain from stating personal opinions on matters being brought before the City Council including, but not limited to: personal opinions on topics, declarations on how an official intends to vote for an item, debating with citizens on items, or presentation of the Councilmember's argument in support or opposition of an item, as those could be considered violations of the Brown Act, which can result in criminal and civil liabilities for the official.

Councilmembers should always maintain professionalism and common courtesy in posts and comments when commenting in their official capacity and should remain neutral in postings to prevent the interpretation that a decision has already been made outside of an open meeting, in violation of the Brown Act. Councilmembers should also be aware that there is inherent personal civil liability risk on all comments they make outside of official meetings. For example, if a Councilmember "blocks" a social media user, or deletes a comment from a



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social media user, the Councilmember risks violating the social media user's First Amendment rights.

Councilmembers should not use their official positions to make negative posts, voice personal opinions, etc. against any individual, business, entity, etc., as that could create negative feedback for the official and City and could potentially subject the official to personal civil liability for slander, defamation of character, or other civil remedies that could be determined by a court. Councilmembers should also refrain from using aliases or having fake profiles on social networking sites.

City Councilmembers and staff shall not use any official City media site, including but not limited to the City's Facebook page, the City's Twitter accounts, or to any other City media outlet for personal reasons or personal gain.

## IV. POLICY INTERPRETATION & APPLICABILITY

The Policy and Rules of Procedure and Order set forth herein shall be liberally construed to effectuate their purpose and no ordinance, resolution, proceeding or other action of the City Council shall be invalidated, nor the legality thereof otherwise affected, by the failure or omission of the City Council to technically comply with, observe, or otherwise follow such rules. Any provision of these rules not already governed by City ordinance or State law may be suspended by a majority vote of the City Council.

The rules set forth herein shall apply to all meetings of the City Council subject to the Brown Act and shall apply to the Council Chamber or any other location where a meeting subject to these rules takes place. In the event of any inconsistency between these rules and State law or regulation, State law or regulation shall apply.

## IV. DEFINITIONS

<b>Abstain</b>	To publicly refrain from voting usually because of a conflict interest.
<b>Adjourn</b>	A privileged motion to officially close a meeting. A second is required and a majority vote is required to adopt it.
<b>Call to Order</b>	An announcement by the Presiding Officer to convene a meeting.
<b>Consent Calendar</b>	The routine parts of the agenda which are approved without discussion or dissent.

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<b>Decorum</b>	To conduct oneself in a proper manner.
<b>Dire Emergency</b>	When a majority of the legislative body determines that a dire emergency exists, it may call an emergency meeting (Government Code Section 54956.5(a)(2)). A dire emergency, is defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring a legislative body to provide one-hour notice before holding an emergency meeting may endanger the public health, safety, or both, as determined by a majority of the members of the legislative body.
<b>Emergency Meeting</b>	When a majority of the legislative body determines that an emergency situation exists, it may call an emergency meeting (Government Code Section 54956.5). An emergency is defined as work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as determined by a majority of the members of the legislative body.
<b>Legislative Body</b>	City Councilmembers are legislators. Together, the members of the City Council constitute a legislative body that is given authority by the State constitution and State law to make local law.
<b>Meeting</b>	Includes any congregation of a majority of the members of a legislative body at the same time and location, including teleconference location as permitted by Section 54953, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body. (Government Code § 54952.2(a).)
<b>Minutes</b>	The official record of what is done at a meeting.
<b>Motion</b>	The vehicles for decision-making by a body used with a vote to indicate approval, denial, adoption, or direction.
<b>Ordinance</b>	A City law that generally requires two separate meetings and typically becomes effective thirty days after adoption.
<b>Parliamentarian</b>	One who advises the Officers, Committees, and Council Members on matters regarding parliamentary procedure.

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<b>Policy</b>	The opinions, philosophy, or practices that are adopted by an organization.
<b>Public Hearing</b>	Items that are publicly noticed for a specific City Council meeting date, as generally required by law, and are designed to receive separate public input on a specific matter.
<b>Point of Order</b>	An interruption of a meeting to question whether rules or bylaws are being broken.
<b>Presiding Officer</b>	The officer conducting the meeting; Chair or Chairman.
<b>Public Hearing</b>	A noticed public session to receive original evidence or testimony on applications regulated by this title. Scheduled public hearings shall be commenced at 6:00 p.m. or as soon thereafter as possible.
<b>Quorum</b>	The minimum number of members who must be present at a meeting to transact business legally.
<b>Ralph M. Brown Act</b>	The Ralph M. Brown Act, commonly known as the "Brown Act," governs meetings conducted by local legislative bodies, such as Boards of Supervisors, City Councils and School Boards. The Act represents the Legislature's determination of how the balance should be struck between public access to meetings of multi-member public bodies on the one hand and the need for confidential candor, debate, and information-gathering on the other. The purpose of the Brown Act is to facilitate public participation in local government decisions and to curb misuse of the democratic process by secret legislation by public bodies.
<b>Recess</b>	A period of time longer than twenty (20) days without a regular or special meeting of the Council.
<b>Resolution</b>	A legislative or other type of action providing for the disposition of a particular item of business. Resolutions take effect upon passage by a majority vote of the City Council unless other law imposes a later effective date.
<b>Rosenberg's Rules of Order</b>	Written rules of parliamentary procedure which govern a meeting.

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**Sergeant-at-Arms**

The Chief of Police or his or her designee shall be the ex-officio Sergeant-at-Arms of the City Council.

**Special Meeting**

In contrast with a regular meeting, a meeting called for a particular purpose that is stated when the meeting is called.

## SECTION XVIII. RELATED POLICY REFERENCES

### Related Policy References

- National City Municipal Code, Chapter 2.04
- National City Municipal Code, Title 16
- Ralph M. Brown Act
- Rosenberg's Rules of Order
- City Council Policy No. 102 - City Council Meeting Times
- City Council Policy No. 103 - Special Council Meetings
- City Council Policy No. 105 - Off Agenda Items and Placing Non-Agenda Items on the Agenda
- City Council Policy No. 106 - Preparation of City Council Meeting Minutes
- City Council Policy No. 113 - Unauthorized Disclosure of Information Revealed in Closed Sessions
- City Council Policy No. 116 - Procedure for Disclosure of Ex Parte Contacts
- Administrative Policy No. 02.06- Public Records Act Affecting Personal Electronic Devices & Accounts of City Users

### Prior Policy Amendments

June 11, 2013 (Revised – removed Robert's Rules of Order and replaced with Rosenberg's Rules of Order) Per meeting minutes

October 8, 2013 (Resolution No. 2013-147)

April 2, 2019 (Resolution No. 2019-37)

August 18, 2020 (Resolution No. 2020-152)