



AGENDA

Consolidated Regular Meeting

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

Ron Morrison, Mayor

Ditas Yamane, Vice-Mayor – District 3

Marcus Bush, Councilmember

Luz Molina, Councilmember- District 1

Jose Rodriguez, Councilmember

Benjamin A. Martinez, City Manager

Barry J. Schultz, City Attorney

Shelley Chapel, MMC, City Clerk

R. Mitchel Beauchamp, City Treasurer

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

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

Meetings: Regular City Council Meetings are held on the first and third Tuesday of the month at 6:00 p.m. Special Closed Session Meetings 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 before 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 before 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*)

EFFECTIVE JANUARY 1, 2023

All Contributions to Candidates and Current Elected Officials are required to self-report a Declaration of Campaign Contribution to a Councilmember of more than \$250 within the past year (effective Jan 1, 2023). This report may be included on the Public Comment Speaker Slip to be completed prior to the City Council Meeting.

If you wish to submit a written comment [email](#) to the City Clerk's Office at least 4 hours before 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 before 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 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 4 horas antes de la Reunión del Concejo Municipal para dar tiempo a la distribución al Consejo Municipal.

A PARTIR DEL 1 DE ENERO DE 2023

Todas las contribuciones a los candidatos y funcionarios electos actuales deben autoinformar una Declaración de contribución de campaña a un concejal de más de \$ 250 en el último año (a partir del 1 de enero de 2023). Este informe puede incluirse en el Recibo del orador de comentarios públicos que se completará antes de la reunión del Concejo 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, February 20, 2024, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Pages

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE TO THE FLAG

4. INVOCATION

5. 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.

6. PROCLAMATIONS AND RECOGNITION

6.1 Black History Month

5

7. PRESENTATION - STAFF REPORT

7.1 Presentation – Second Update on Local Emergency Caused by Severe Rainstorm and Flooding

6

Recommendation:

Receive Report and Presentation – Provide Direction to Staff through the City Manager.

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

9. 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 requests an item be removed for discussion. Items removed from the Consent Calendar will be considered immediately following the adoption of the Calendar.

- 9.1 Approval of Reading by Title Only and Waiver of Reading in Full of Ordinance on this Agenda
- 9.2 Approval of an Agreement with Civica Law Group, APC for Legal Services in the Specialized Area of Code Enforcement. 8
- Recommendation:
Adopt the Resolution Entitled “Resolution of the City Council of the City of National City, California, Authorizing Entering into an Agreement Between the City of National City and Civica Law Group, APC for Legal Services in the Specialized Area of Code Enforcement for the Total Not-To-Exceed Amount of \$75,000 Per Case.”
- 9.3 Ratification of a Subordination Agreement for an Affordable Housing Density Bonus development located at 1821 E 9th Street. 19
- Recommendation:
Adopt the Resolution Entitled “Resolution of the City Council of the City of National City, California Ratifying a Subordination Agreement With APV Ventures, LLC, A California Limited Liability Company, and Golden 1 Credit Union, Subordinating the Deed of Trust Securing the Performance of an Affordable Housing Density Bonus Agreement Entered on July 18, 2019, that Restricts One Housing Unit at 1821 E 9th Street in National City.”
- 9.4 Temporary Use Permit – Circus Vargas event sponsored by Circus Vargas from February 23, 2024 to March 11, 2024 at the Westfield Plaza Bonita Mall with No Waiver of Fees. 29
- Recommendation:
Approve the Application for a Temporary Use Permit Subject to Compliance with all Conditions of Approval with No Waiver of Fees and in Accordance with City Council Policy No. 802.
- 9.5 Temporary Use Permit – Padres Pedal the Cause Bicycle Ride Sponsored by Padres Pedal the Cause on April 7, 2024, from 10:00 a.m. to 2:30 p.m. with No Waiver of Fees. 66
- Recommendation:
Approve the Application for a Temporary Use Permit Subject to Compliance with all Conditions of Approval with No Waiver of Fees and in Accordance with City Council Policy 802.

9.6	Warrant Register #25 for the period of 12/15/23 through 12/21/23 in the amount of \$767,573.32	99
	Recommendation: Ratify Warrants Totaling \$767,573.32	
9.7	Warrant Register #26 for the period of 12/22/23 through 12/28/23 in the amount of \$1,437,103.49	102
	Recommendation: Ratify Warrants Totaling \$1,437,103.49	
9.8	Warrant Register #27 for the period of 12/29/23 through 1/04/24 in the amount of \$1,720,260.63	104
	Recommendation: Ratify Warrants Totaling \$1,720,260.63	

10. PUBLIC HEARING

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

10.1	Adoption of an Ordinance amending Section 18.060.10 of Title 18 (Zoning) of the National City Municipal Code related to the measurement of height for new structures.	109
	Recommendation: Adopt the Ordinance	

11. STAFF REPORTS

11.1	Discussion and Direction Regarding a Temporary Local Emergency Ordinance Prohibiting Evictions and Rental Increases, Providing Relocation Assistance, and a Right to Return During the Local Emergency Related to the Recent Floods.	114
	Recommendation:	
	1. Direct Staff to prepare a Local Emergency Ordinance with specific provisions; or	
	2. Delay any action pending further action by the County of San Diego.	
	3. Take no action and rely on the existing County of San Diego Ordinance	

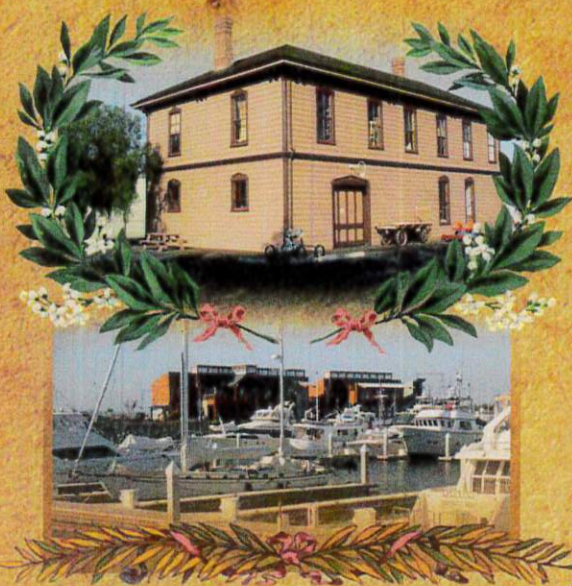
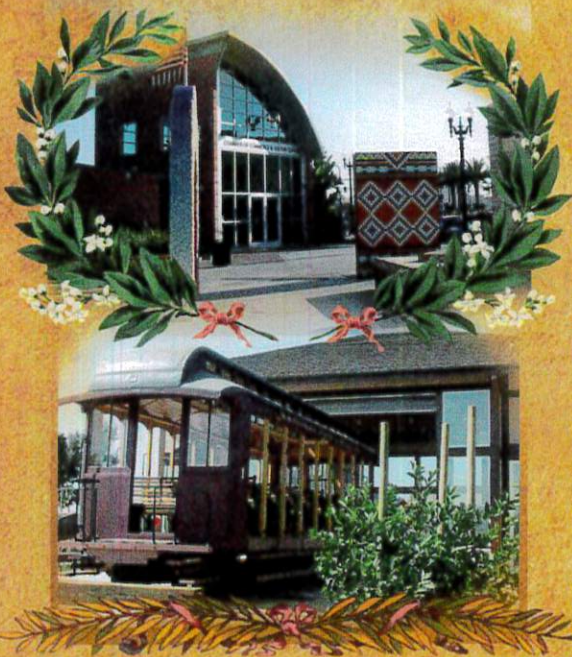
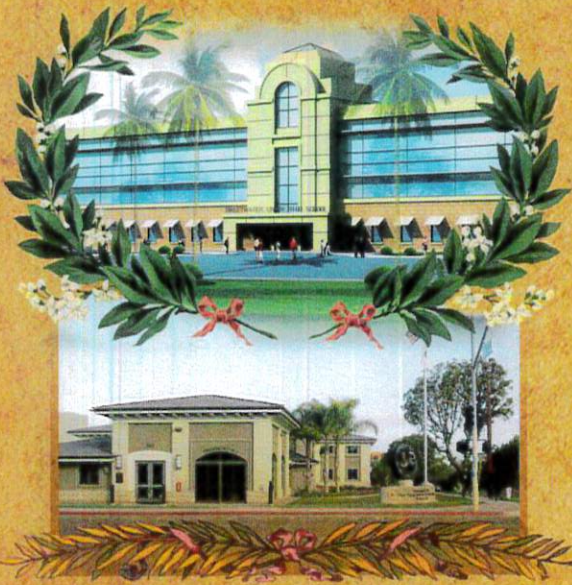
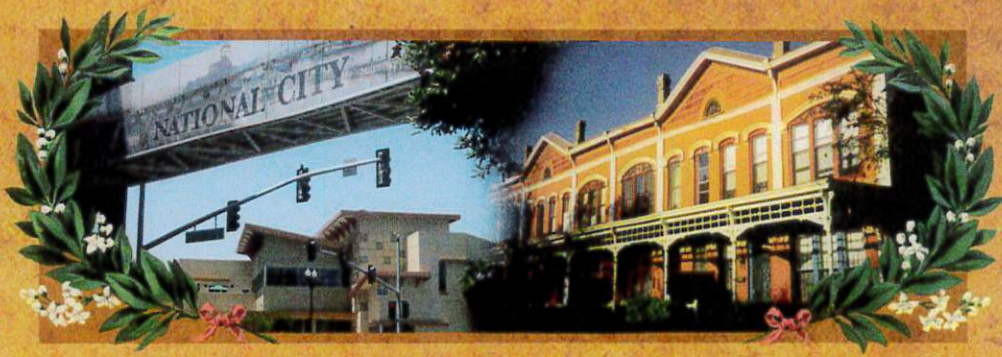
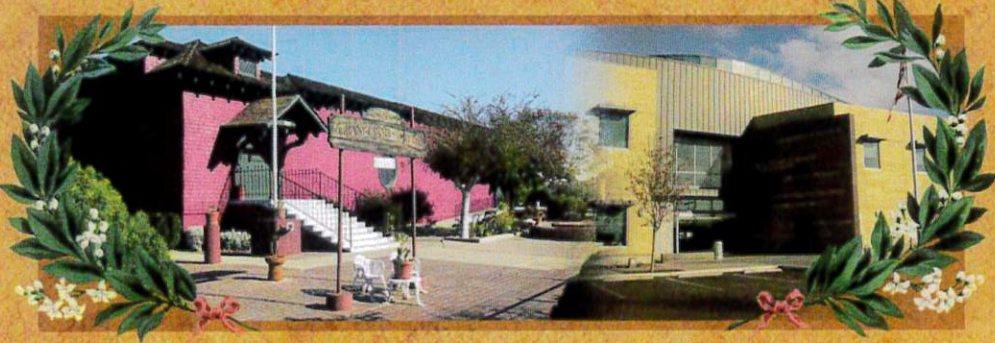
12. CITY MANAGER'S REPORT

13. ELECTED OFFICIALS REPORT

14. CITY ATTORNEY REPORT

15. ADJOURNMENT

Regular Meeting of the City Council of the City of National City - Tuesday, March 5, 2024 - 6:00 p.m. - Council Chambers - National City, California.



Proclamation



WHEREAS, Carter G. Woodson, an NAACP leader, educator and historian, established Black History Week to recognize the central role Blacks played in the development of the nation. The first celebration occurred on February 12, 1926. The second week of February was set aside for this celebration to coincide with the birthdays of abolitionist Frederick Douglass and President Abraham Lincoln. In 1976, the week was expanded to Black History Month; and

WHEREAS, in 1976, President Gerald R. Ford officially recognized Black History Month. President Ford called upon the public to “seize the opportunity to honor the too-often neglected accomplishments of black Americans in every area of endeavor throughout our history.”; and

WHEREAS, Black History Month is that time for African Americans to acknowledge key figures from our past and present. It’s an opportunity to spotlight and celebrate the achievements that African Americans have accomplished in this country, despite the history of racism and oppression; and

WHEREAS, this month is a time of celebration and the uplifting of Black voices, we are also called to reflect on the challenges Black Americans face both past and present. There is much work to be done; and

WHEREAS, while we encourage all citizens to support Black-owned businesses year-round, but especially this Month we celebrate black excellence through Black History Month and honor the countless Black Americans that have played a vital and positive role in our history. It’s also the opportunity for people to learn and celebrate both our commonalities and diversity that make up our society; and

WHEREAS, this year we are presenting this proclamation in honor of our National City employees that have contributed through their life experiences to our community and work place.

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 February 20, 2024 as:

BLACK HISTORY MONTH

As the Mayor of the City of National City, I call upon all citizens of National City to take a moment to learn about noteworthy Black Figures and equality. Reaffirming the ideals and recognize the contributions and achievements of those with African and Caribbean heritage.

Ron Morrison
MAYOR

Ditas Yamane
Vice-Mayor

Marcus Bush
Councilmember

Luz Molina
Councilmember

Jose Rodriguez
Councilmember





AGENDA REPORT

Department: City Manager's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, February 20, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Presentation – Second Update on Local Emergency Caused by Severe Rainstorm and Flooding

RECOMMENDATION:

Receive Report and Presentation – Provide Direction to Staff through the City Manager.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

On Monday, January 22, 2024, residents of San Diego County experienced an event referred to as the 1,000-year storm. Cities around the County experienced rainfall of over three (3) inches in a single 24-hour period, a total that exceeds that of an average wet month and rivals the rainfall needed to spur a 100-year flood.

On Tuesday, January 23, 2024, the Governor of the State of California issued a proclamation of a State of Emergency for San Diego County due to the historic rainfall experienced. The County of San Diego and cities in the region issued similar proclamations.

On Thursday, January 25, 2024, the City Manager, as Emergency Services Director, issued a Proclamation of Local Emergency in response to the impacts of the January 22nd rainstorm, which fell upon the City. The City Council held a special meeting on January 29, 2024, at 4:30 p.m. to approve and ratify the Emergency Proclamation.

Since the January 22nd storm, the City has experienced devastating destruction caused by the rains, which resulted in flooding that impacted residences, businesses, and facilities of the City. The City has been providing emergency response services, continued community clean up, damage assessment, and on-going outreach to those affected.

At the City Council Meeting of Tuesday, February 6, 2024, the City Manager and staff provided an update on the Local Emergency recovery efforts including the status of available resources for those affected.

This evening, staff will provide an update to the February 6 presentation.

FINANCIAL STATEMENT:

An estimate of costs related to the City's response to the storm will be provided in the presentation.

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:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

None.



AGENDA REPORT

Department: City Attorney's Office
Prepared by: Barry J. Schultz, City Attorney
Meeting Date: Tuesday, February 20, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Approval of an Agreement with Civica Law Group, APC for Legal Services in the Specialized Area of Code Enforcement.

RECOMMENDATION:

Adopt the Resolution Entitled "Resolution of the City Council of the City of National City, California, Authorizing Entering into an Agreement Between the City of National City and Civica Law Group, APC for Legal Services in the Specialized Area of Code Enforcement for the Total Not-To-Exceed Amount of \$75,000 Per Case."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Civica Law Group, APC, is a law firm that specializes in code enforcement legal services that includes receiverships, nuisance abatements and cost recovery. The proposed Agreement for legal services with Civica Law Group is to assist and represent the City with cases in order to rehabilitate dangerous nuisance properties, prevent the spread of blight, enforce the City's municipal codes, recuperate costs and to protect the health and safety of the community. Legal services may include, but are not limited to, administrative, criminal and civil nuisance abatement actions. The Agreement for legal services is for a total not-to-exceed amount of \$75,000 per case.

FINANCIAL STATEMENT:

001-409-000-299-0000
Non Departmental

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:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Agreement
Exhibit B - Resolution

**AGREEMENT FOR LEGAL SERVICES
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
CIVICA LAW GROUP, APC**

THIS AGREEMENT FOR LEGAL SERVICES (the “Agreement”) is made as of the ___ day of February, 2024 between THE CITY OF NATIONAL CITY, a municipal corporation, (the “CITY”) and CIVICA LAW GROUP, APC, (the “FIRM”). This Agreement sets forth the parties’ mutual understanding concerning legal services to be provided by the FIRM and the fee arrangement for said services.

Article 1. Retainer. The CITY hereby retains the FIRM to assist in representing the CITY in connection with receivership, nuisance abatement, and code enforcement legal services in order to rehabilitate dangerous nuisance properties in the CITY, to prevent the spread of blight, to enforce the CITY’s municipal codes, and to protect the health and safety of the community, subject to this Agreement.

Article 2. Effective Date and Term. This Agreement shall be effective on the date fully executed and continue until written notice of cancellation. This Agreement may be terminated at any time by either party with sixty (60) days’ written notice to the other. Notice of termination by the FIRM shall be given to the City Attorney.

Article 3. Scope of Services. The CITY shall have the right in its sole discretion to determine the particular services to be performed by the FIRM under this Agreement. These services may include the following: administrative, criminal, and civil nuisance abatement, code enforcement, and police services legal services, and support on other matters as assigned (“LEGAL SERVICES”). It is expected that the FIRM will work with the City Attorney and CITY staff.

Article 4. Compensation. Compensation paid under this Agreement shall be a blended hourly rate of \$295 for attorneys and \$180 for paralegals and law clerks.

A. The FIRM shall not use more than one attorney for the same specific task without the CITY’s approval. The FIRM may use the minimum number of attorneys for this engagement consistent with good professional practice after consulting with and obtaining approval by the CITY.

B. The FIRM agrees to document a plan and budget consistent with the scope of services described above in Article 3 to be agreed to by the City Attorney and the FIRM. The CITY shall not be obligated to pay the FIRM amounts not discussed, budgeted, and agreed to before being incurred by the FIRM.

C. The CITY has appropriated or otherwise duly authorized the payment of an amount not to exceed \$75,000.00 per case for LEGAL SERVICES and out-of-pocket disbursements pursuant to this Agreement. In no event shall the total fees plus out-of-pocket disbursements exceed this amount without written authorization of the CITY.

D. The FIRM shall keep the CITY advised monthly as to the level of attorney hours and client services performed under Article 1. The FIRM will not charge the CITY for travel time; however, the FIRM may charge for work performed for the CITY during any travel time.

E. The CITY further agrees to reimburse the FIRM, in accordance with the procedures set forth in this Article, for telephone, fax, mail, messengers, federal express deliveries, document reproduction, client-requested clerical overtime, lodging, and similar out-of-pocket expenses charged by the FIRM as a standard practice to its clients generally, with the exception of travel and meals. In any billing for disbursements, the FIRM shall provide the CITY with a statement breaking down the amounts by category of expense. The following items shall not be reimbursed, unless the CITY has specifically agreed otherwise:

(1) Word Processing, clerical or secretarial charges, whether expressed as a dollar disbursement or time charge.

(2) Storage of open or closed files, rent, electricity, local telephone, postage, receipts or transmission of telecopier documents, or any other items traditionally associated with overhead.

(3) Photocopy charges in excess of \$.15 (fifteen cents) per page.

(4) Auto mileage rates in excess of the rate approved by the Internal Revenue Service for income tax purposes.

(5) Secretarial overtime. Where case requirements demand overtime, the CITY will consider reimbursement on a case-by-case basis. The CITY will not reimburse overtime incurred for the convenience of the FIRM'S failure to meet deadlines known in advance.

(6) Equipment, books, periodicals, research materials, Westlaw/Lexis or like items.

(7) Express charges, overnight mail charges, messenger services or the like, without the CITY'S prior consent. The CITY expects these expenses to be incurred in emergency situations only. Where case necessity requires the use of these services, the CITY will consider reimbursement on a case-by-case basis.

(8) Travel and meals.

(9) Late payment charge or interest. Due to the nature of the CITY'S payment process, the CITY will not pay any late charges or interest charges to bills. Every effort will be made to pay bills promptly.

F. Bills from the FIRM should be submitted to Barry J. Schultz, City Attorney, 1243 National City Boulevard, National City, CA 91950-4301. The individual time and disbursement records customarily maintained by the FIRM for billing evaluation and review purposes shall be made available to the CITY in support of bills rendered by the FIRM.

G. The FIRM agrees to forward to the CITY a statement of account for each one-month period of services under this Agreement, and the CITY agrees to compensate the FIRM on this basis. The FIRM will consult monthly with the CITY as to the number of attorney hours and client disbursements which have been incurred to date under this Agreement, and as to future expected levels of hours and disbursements.

H. Billing Format. Each billing entry must be complete, discrete and appropriate.

(1) Complete.

(a) Each entry must name the person or persons involved. For instance, telephone calls must include the names of all participants.

(b) The date the work was performed must be included.

(c) The hours should be billed in .10 hour increments.

(d) The specific task performed should be described, and the related work product should be reference (“telephone call re: trial brief,” “interview in preparation for deposition”).

(e) The biller’s professional capacity (partner, associate, paralegal, etc.) should be included.

(2) Discrete: Each task must be set out as a discrete billing entry; neither narrative nor block billing is acceptable.

(3) Appropriate.

(a) The CITY does not pay for clerical support, administrative costs, overhead costs, outside expenses or excessive expenses. For example, the CITY will not pay for secretarial time, word processing time, air conditioning, rental of equipment, including computers, meals served at meetings, postage, online research, or the overhead costs of sending or receiving faxes. Neither will the CITY pay for outside expenses such as messenger delivery fees, outside photocopying, videotaping of depositions, investigative services, outside computer litigation support services, or overnight mail.

(b) Due to the nature of the CITY’S payment process, the CITY will not pay any late charges. Every effort will be made to pay bills promptly.

I. Staffing. Every legal matter should have a primarily responsible attorney and a paralegal assigned. Ultimately, staffing is a CITY decision, and the CITY may review staffing to insure that it is optimal to achieve the goals of the engagement at the least cost.

(1) Paralegals are to be used to the maximum extent possible to enhance efficiency and cost-effectiveness. All tasks typically considered associate work should be considered for assignment to a paralegal. Written authorization from the CITY must be had before associate hours billed exceed paralegal hours billed.

(2) Once an attorney is given primary responsibility for an engagement, that person should continue on the legal matter until the matter is concluded or the attorney leaves the FIRM. The CITY will not pay the costs of bringing a new attorney up to speed.

(3) If more than one attorney is going to perform the same task, prior approval from the CITY must be had. This includes document review.

Article 5. Independent Contractor. The FIRM shall perform services as an independent contractor. It is understood that this contract is for unique professional services. Accordingly, the duties specified in this Agreement may not be assigned or delegated by the FIRM without prior written consent of the CITY. Retention of the FIRM is based on the particular professional expertise of the individuals rendering the services required in the Scope of Services.

Article 6. Confidentiality of Work. All work performed by the FIRM including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the FIRM pursuant to this Agreement is for the sole use of the CITY. All such work product shall be confidential and not released to any third party without the prior written consent of the CITY.

Article 7. Compliance with Controlling Law. The FIRM shall comply with all applicable laws, ordinances, regulations, and policies of the federal, state, and local governments as they pertain to this Agreement. In addition, the FIRM shall comply immediately with any and all directives issued by the CITY or its authorized representatives under authority of any laws statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

Article 8. Acceptability of Work. The 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. If the FIRM and the CITY cannot agree to the quality or acceptability of the work, the manner of performance, or the compensation payable to the FIRM in this Agreement, the CITY or the FIRM shall give to the other written notice. Within ten (10) business days, the FIRM 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 or the compensation payable to the FIRM.

Article 9. Indemnification. The CITY shall indemnify, defend, and hold the FIRM harmless for any claims, actions, liabilities, or losses by any third parties arising out of any work performed by the FIRM for the CITY the same as the CITY would for CITY employees. This indemnity is intended to protect the FIRM from lawsuits that are filed by third-parties against public agencies, such as the CITY, especially in nuisance abatement matters, where representatives of those public agencies are often named despite only being involved within their official capacity as agents of those public agencies. The FIRM shall indemnify, defend, and hold the CITY harmless from and against any claims, actions, liabilities, or losses by any third-parties arising out of the FIRM's professional liability obligations to the CITY, including payment of all attorney's fees, consultant's fees, and other expenses to investigate the professional liability, as well as the quality of work performed by the FIRM for the CITY in prosecuting lawsuits, and otherwise providing those services described in this Agreement to the CITY.

Article 10. Insurance. The FIRM, at its sole cost and expense, shall purchase and maintain throughout the term of this Agreement, the following insurance policies:

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

B. **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 the "location". The "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

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

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 FIRM shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

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

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

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial

stability that is approved by the CITY'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 FIRM does not keep all insurance policies required by this Article 10 in full force and effect at all times during the term of this Agreement, the 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 Article 10, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

Article 11. Drug Free Work Place. The FIRM agrees to comply with the CITY'S Drug-Free Workplace requirements. Every person awarded a contract by the CITY for the provision of services shall certify to the CITY that it will provide a drug-free workplace. Any subcontract entered into by the FIRM pursuant to this Agreement shall contain this provision.

Article 12. Non-Discrimination Provisions. The FIRM shall not discriminate against any subcontractor, vendor, employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The FIRM will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The FIRM agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

Article 13. Notification of Change in Form. The FIRM has the right to effect changes in form including but not limited to: the change in form from a partnership to a professional law corporation; the change in form of any partner or partners from an individual or individuals to a professional law corporation; the change in form of any corporate partner or partners to any individual partners. The CITY shall be promptly notified in writing of any change in form.

Article 14. Notices. In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail,

postage paid. When so given, such notice shall be effective from the date of mailing of the notice. Unless otherwise provided by notice in writing from the respective parties, notice to the Agency shall be addressed to:

City Attorney
City of National City
1243 National City Boulevard
National City, CA 91950-4397

cc: Executive Assistant to the City Attorney
City of National City
1243 National City Boulevard
National City, CA 91950-4397

and to: attorney@nationalcityca.gov
leahm@nationalcityca.gov

Notice to the FIRM shall be addressed to:

Chief Operating Officer
Civica Law Group, APC
4000 Barranca Parkway
Irvine, CA 92604

and to: msilver@civicalaw.com
hnegrete@civicalaw.com

Nothing contained in this Agreement shall preclude or render inoperative service or such notice in the manner provided by law.

Article 15. Administrative Provisions.

A. *Time of Essence.* Time is of the essence for each provision of this Agreement.

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

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

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

E. *Integrated Agreement.* This Agreement including attachments and exhibits contains all of the agreements of the parties and all prior negotiations and agreements are merged in this Agreement. This Agreement cannot be amended or modified except by written agreement, and mutually agreed upon by the CITY and the FIRM.

F. *Severability.* The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

G. *Waiver.* The failure of the CITY to enforce a particular condition or provision of this Agreement shall not constitute a waiver of that condition or provision or its enforceability.

H. *Conflict of Interest.* During the term of this Agreement, the FIRM shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY. This prohibition shall not preclude the CITY from expressly agreeing to a waiver of a potential conflict of interest under certain circumstances.

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

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

K. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, and (iii) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

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

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

CIVICA LAW GROUP, APC

(Corporation – signatures of two corporate officers)

By: _____, Esq.

Title: Managing Partner

APPROVED AS TO FORM:

By: _____
Barry J. Schultz
City Attorney

RESOLUTION NO. 2024 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING ENTERING INTO AN AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND CIVICA LAW GROUP, APC FOR LEGAL SERVICES IN THE SPECIALIZED AREA OF CODE ENFORCEMENT FOR THE TOTAL NOT-TO-EXCEED AMOUNT OF \$75,000 PER CASE.

WHEREAS, Civica Law Group, APC, is a law firm that specializes in code enforcement legal services including receiverships, nuisance abatements and cost recovery; and

WHEREAS, the City of National City hereby desires to execute the Agreement with Civica Law Group, APC to provide assistance and represent the City in cases in order to rehabilitate dangerous nuisance properties, prevent the spread of blight, enforce the City’s municipal codes, recuperate costs and to protect the health and safety of the community; and

WHEREAS, legal services may include, but are not limited to, administrative, criminal and civil nuisance abatement actions for an amount not-to-exceed \$75,000 per case.

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 between the City of National City and Civica Law Group, APC for legal services in the specialized area of code enforcement for the total not-to-exceed amount of \$75,000 per case.

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

PASSED and ADOPTED this 20th day of February 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Housing Authority
Prepared by: Greg Rose, Property Agent
Meeting Date: Tuesday, February 20, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Ratification of a Subordination Agreement for an Affordable Housing Density Bonus development located at 1821 E 9th Street.

RECOMMENDATION:

Adopt the Resolution Entitled “Resolution of the City Council of the City of National City, California Ratifying a Subordination Agreement With APV Ventures, LLC, A California Limited Liability Company, and Golden 1 Credit Union, Subordinating the Deed of Trust Securing the Performance of an Affordable Housing Density Bonus Agreement Entered on July 18, 2019, that Restricts One Housing Unit at 1821 E 9th Street in National City.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

On July 18, 2019, the City Council approved a Density Bonus Agreement that obligates APV Ventures, LLC to restrict one (1) unit as affordable for a total of fifty-five (55) years. A Performance Deed of Trust was also recorded to secure the agreement on the property. This Subordination Agreement will ensure that the Density Bonus Agreement will remain superior to the lender’s Deed of Trust and the Performance Deed of Trust will be made subordinate and subject to the lender’s Deed of Trust.

FINANCIAL STATEMENT:

A Subordination Fee of \$375.00 will be collected to cover legal fees and staff time.

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:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Agreement

Exhibit B - Resolution

No Fees per Government Code 6103

Recording Requested By:

When Recorded Mail To:

National City Housing Authority
Attention: Executive Director
1243 National City Boulevard
National City, CA 91950

**SUBORDINATION AGREEMENT
(1821 East Ninth Street, National City)**

THIS SUBORDINATION AGREEMENT (“Subordination Agreement”) is dated as of the ____ day of February, 2024, by the City of National City (“City”), APV Ventures, LLC, a California limited liability company (“Borrower”) and Golden 1 Credit Union (“Lender”).

RECITALS

A. Borrower is the owner of certain real property generally located at 1821 East 9th Street, in the City of National City, County of San Diego, California (“Property”), as more particularly described in: (i) that certain Affordable Housing Density Bonus Agreement (1821 East Ninth Street, National City) dated July 18, 2019, and recorded in the Office of the County Recorder for the County of San Diego on August 15, 2019, as Instrument No. 2019-0345258 (“Density Bonus Agreement”); and (ii) that certain Performance Deed of Trust dated as of July 18, 2019, and recorded in the Office of the County Recorder for the County of San Diego on August 15, 2019, as Instrument No. 2019-0345259 (“City Deed of Trust”).

B. Concurrently with recordation of this Subordination Agreement, Borrower is causing a Commercial Real Estate Deed of Trust (“Lender Deed of Trust”) made by Borrower in favor of Lender to be recorded against the Property in the Office of the County Recorder for the County of San Diego.

C. City, Lender and Borrower all agree and desire to execute this Subordination Agreement to memorialize their understanding and agreement with regard to the respective priorities of each of the above-referenced documents. It is the intention of the parties that the Density Bonus Agreement shall unconditionally continue to be and remain at all times a lien, claim and charge on the Property prior and superior to the Lender Deed of Trust and that the Lender Deed of Trust shall unconditionally be and remain at all times a lien, claim and charge on the Property prior and superior to the City Deed of Trust.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the City, Lender and Borrower hereby agree as follows:

under the City Deed of Trust and/or under applicable laws, including without limitation, rights to enforce covenants and agreements of Borrower relating to income, rent, or affordability restrictions contained in the Density Bonus Agreement.

5. Whole Agreement; Binding Effect. This Subordination Agreement is the whole and only agreement with regard to the priority of the lien, claim and charge of the Density Bonus Agreement, the Lender Deed of Trust and the City Deed of Trust. This Subordination Agreement is binding on and inures to the benefit of the legal representatives, heirs, successors and assigns of the parties.

6. Attorney's Fees. If any party to this Subordination Agreement brings an action to interpret or enforce its rights under this Subordination Agreement, the prevailing party will be entitled to recover its costs and reasonable attorney's fees as awarded in the action.

7. Governing Law. This Subordination Agreement is governed by, and shall be construed in accordance with, the laws of the State of California.

8. Counterparts. This Subordination Agreement may be executed in counterparts, and all counterparts constitute but one and the same document.

9. Signatures. All individuals signing this Subordination Agreement for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to one another that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

IN WITNESS WHEREOF, the parties have executed this Subordination Agreement as of the date first set forth above and agree to be bound hereby.

LENDER:

Golden 1 Credit Union

By: _____

Print Name: _____

Its: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

BORROWER:

APV Ventures, LLC, a California limited liability company

By: _____
Tommy Tong, Managing Member

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY:
City of National City

By: _____
Benjamin A. Martinez, City Manager

APPROVED AS TO FORM:

By: _____
Barry J. Schultz
City Attorney

ACKNOWLEDGMENT

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

State of California)
)
County of San Diego)

On _____, 2024, before me, _____, notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

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

State of California)
)
County of San Diego)

On _____, 2024, before me, _____, notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

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

State of California)
)
County of San Diego)

On _____, 2024, before me, _____, notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, RATIFYING A SUBORDINATION AGREEMENT WITH APV VENTURES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND GOLDEN 1 CREDIT UNION, SUBORDINATING THE DEED OF TRUST SECURING THE PERFORMANCE OF AN AFFORDABLE HOUSING DENSITY BONUS AGREEMENT ENTERED INTO ON JULY 18, 2019, THAT RESTRICTS ONE (1) HOUSING UNIT AT 1821 E 9TH STREET IN NATIONAL CITY.”

WHEREAS, on July 18, 2019, City Council approved a Density Bonus Agreement (“Agreement”) that obligates APV Ventures, LLC (“Developer”) to restrict one (1) unit as affordable for fifty-five (55) years; and

WHEREAS, a performance Deed of Trust was also recorded to secure the Agreement on the property located at 1821 E 9th Street in National City; and

WHEREAS, the Deed of Trust securing the performance of the Agreement will be made subordinate and subject to Golden 1 Credit Union’s Deed of Trust through the Subordination Agreement as required by Golden 1 Credit Union that has provided permanent financing to the Developer; and

WHEREAS, the agreement will remain a lien superior to Golden 1 Credit Union’s Deed of Trust.

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

Section 1: The City Council hereby ratifies a Subordination Agreement with APV Ventures, LLC and Golden 1 Credit Union, subordinating the Deed of Trust securing the performance of an affordable Housing Density Bonus Agreement entered into on July 18, 2019.

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 20th day of February 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Community Development - Neighborhood Services
Prepared by: Dionisia Trejo, Administrative Secretary
Meeting Date: Tuesday, February 20, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Temporary Use Permit – Circus Vargas event sponsored by Circus Vargas from February 23, 2024 to March 11, 2024 at the Westfield Plaza Bonita Mall with No Waiver of Fees.

RECOMMENDATION:

Approve the Application for a Temporary Use Permit Subject to Compliance with all Conditions of Approval with No Waiver of Fees and in Accordance with City Council Policy No. 802.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

This is a request from Circus Vargas to conduct the Circus Vargas event at Westfield Plaza Bonita Mall from February 23, 2024 to March 11, 2024. Set up for this event will commence at 9:00 a.m. February 21, 2024, on the west side parking lot of Plaza Bonita Mall. The show times will vary on dates from 12:30 p.m., 1:00 p.m., 4:00 p.m., 7:00 p.m., and 7:30 p.m. Each show lasts approximately 1 ½ hours.

This is a completely self-contained event in a traditional big top circus with concessions. There are no performing animals, no rides, no games, no outside vendors and no alcohol. Vehicles are used for transportation of operations. There will be eight internal Security Guards and sufficient parking is available at the mall. Food will be prepared on-site in a trailer. Clean-up will be performed after each show.

This event will end with its last show on March 11 at 6:30 pm and will begin breakdown after the show. Council approved this event in 2023 with no waiver of fees.

FINANCIAL STATEMENT:

City fee of \$312.00 for processing the TUP through various City departments and \$962.00 for the Fire Department.

Total fees: \$1,274.00

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – TUP Circus Vargas 2024

Exhibit B – Conditions of Approval Circus Vargas 2024



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

Special Event Application

Type of Event

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

Event Name & Location

Event Title Circus Vargas

Event Location (list all sites being requested) Plaza Bonita Mall, 3030 Bonita rd. National City

Event Times

Set-Up Starts
Date 02/21/2024 Time 9 am Day of Week wednesday

Event Starts
Date 02/23/2024 Time 7 pm Day of Week Friday

Event Ends
Date 03/11/2024 Time 9 pm Day of Week Monday

Breakdown Ends
Date 03/12/2024 Time 4 pm Day of Week tuesday

Applicant Information

Applicant (Your name) Katya Arata Quiroga Sponsoring Organization _____

Event Coordinator (if different from applicant) _____

Mailing Address 7545 Irvine Center drive 200

Day Phone 702-466-4873 After Hours Phone 702-513-9767 Cell 702-466-4873 Fax _____

Public Information Phone 877-GOT-FUN1 E-mail rkaiser@circusvargas.com

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

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

Signature of Applicant: _____ Date 01/05/2024

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):

Circus Performances with concessions. NO games of chance or rides

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

\$ 85,000 Estimated Expenses for this event.

\$ 5,000 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:

"Circus Vargas, " www.circusvargas.com

Estimated Attendance

Anticipated # of Participants: 30 Anticipated # of Spectators: 500

Traffic Control, Security, First Aid and Accessibility

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

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

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

Other (explain) _____

Requesting to post "no parking" notices? Yes No

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

Other (explain) _____

Security and Crowd Control

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

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

We have in house security and all security personel have crowd control training and certificates compli _____

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

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

Security Director (Name): _____ Phone: _____

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

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

The Mall parking lot has illumination _____

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:

All areas and parking areas are ADA compliant,

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?

1 _____ # of canopies size 11,000

_____ # of tents size _____

No canopies/tents being set up

Using lighting equipment at your event? Yes No

Bringing in own lighting equipment

Using professional lighting company ▶ Company Name _____

Address

City/State

Phone Number

Using electrical power? Yes No

Using Kimball Park Bowl
Lighting (from _____ to _____)

Using on-site electricity

For sound and/or lighting

For food and/or refrigeration

Bringing in generator(s)

For sound and/or lighting

For food and/or refrigeration

Vendor Information

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

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

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

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

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

GAS ELECTRIC CHARCOAL OTHER (Specify): _____

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

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

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

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

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

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

▶ Explain services _____

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

▶ Explain type(s) of information _____

No selling or informational vendors at event

Having children activities? Yes No

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

Inflatable bouncer house # _____ Rock climbing wall Height _____

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

Carnival Rides _____ Other _____

Having fireworks or aerial display? Yes No

Vendor name and license # _____

Dimensions _____ Duration _____

Number of shells _____ Max. size _____

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

What will signs/banners say? Circus Vargas

How will signs/banners be anchored or mounted? on trucks with gromets (permanently mounted)

Location of banners/signage on trucks

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: 10

▶ Total number of ADA accessible portable toilets: 2

Contracting with portable toilet vendor. ▶ United Site services

▶ Load-in Day & Time 02/13/2023 ▶ Load-out Day & Time 02.29/2023

Portable toilets to be serviced. ▶ Time daily 7 am

Set-up, Breakdown, Clean-up

Setting up the day before the event?

Yes, will set up the day before the event. ▶ # of set-up day(s) 2

No, set-up will occur on the event day

Requesting vehicle access onto the turf?

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

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

NPDES-Litter Fence

City to install litter fence

Applicant to install litter fence

N/A

Breaking down set-up the day after the event?

Yes, breakdown will be the day after the event. ▶ # of breakdown day(s) ¹ _____

No, breakdown will occur on the event day.

How are you handling clean-up?

Using City crews

Using volunteer clean-up crew during and after event.

Using professional cleaning company during and after event.

Miscellaneous

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

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



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: <u>Circus Vargas</u>	
Event Address: <u>3030 Bonita rd</u>	Expected # of Attendees: <u>500</u>
Event Host/Coordinator: <u>Tabares Entertainment inc</u>	Phone Number: <u>702-466-4873</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>10</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>4</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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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: Allied Specialty

Person in Charge of Activity: Stephanie Moore

Address: St Petersburg, FL

Telephone: 727-342-3300 Date(s) of Use: 02/14/2023 - 02/29/2023

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: _____ Date: _____

For Office Use Only

Certificate of Insurance Approved _____ Date _____



Entity Status Letter

Date: 1/16/2024

ESL ID: 5559845663

Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 2852432

Entity Name: TABARES ENTERTAINMENT, INC.

- 1. The entity is in good standing with the Franchise Tax Board.
- 2. The entity is **not** in good standing with the Franchise Tax Board.
- 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 .
- 4. We do not have current information about the entity.
- 5. The entity was administratively dissolved/cancelled on _____ through the Franchise Tax Board Administrative Dissolution process.

Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

Connect With Us

Web: ftb.ca.gov
 Phone: 800-852-5711 from 7 a.m. to 5 p.m. weekdays, except state holidays
 916-845-6500 from outside the United States

California

Relay Service: 711 or 800-735-2929 (For persons with hearing or speech impairments)

City of National City BUSINESS TAX CERTIFICATE



2024

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

"For Services Provided in National City, California Only"

Business Name CIRCUS VARGAS
Business Location 3030 PLAZA BONITA RD (PARKING LOT)
NATIONAL CITY, CA 91950
Business Owner(s) NELSON QUIROGA

Business Type Amusement - Other
Account Number 09005803
Effective Date January 01, 2024
Expiration Date December 31, 2024

TABARES ENTERTAINMENT
CIRCUS VARGAS
7455 ARROYO CROSSING PKWY STE 220
LAS VEGAS, NV 89113-4088

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.**

CIRCUS VARGAS

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

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

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

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

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



BUSINESS TAX SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832



City of National City BUSINESS TAX CERTIFICATE

TABARES ENTERTAINMENT
CIRCUS VARGAS
7455 ARROYO CROSSING PKWY STE 220
LAS VEGAS, NV 89113-4088

Account Number: 09005803
Date of Issue: 01/01/2024

January 17, 2024

City of National City
Attention: Vianey Rivera
Neighborhood Service Division
1243 National City Boulevard
National City, California 91950-4301

Re: Temporary Use Permit
Circus Vargas (Tabares Entertainment, Inc.)- Westfield Plaza Bonita

To whom it may concern:


I hereby authorize Katya Quiroga, acting as representative of Tabares Entertainment, Inc. to operate a business known as Circus Vargas in parking lot #1 at Westfield Plaza Bonita during the dates of February 20, 2024 – March 11, 2024.

Katya Quiroga has permission to install temporary power to poles in parking lot #1 to provide power during the temporary use time if adequate power is not already in place.

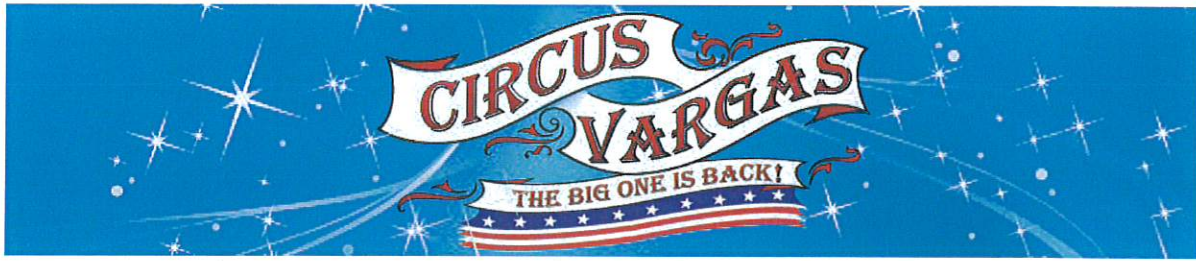
Katya Quiroga will obtain all necessary permits from National City for occupancy at Westfield Plaza Bonita.

Please feel free to call me if you have any questions at 619.267.2850.

Thank you,


Jessica O'Brien
General Manager

Westfield PLAZA BONITA
3030 Plaza Bonita Road #2075
National City, CA 91950

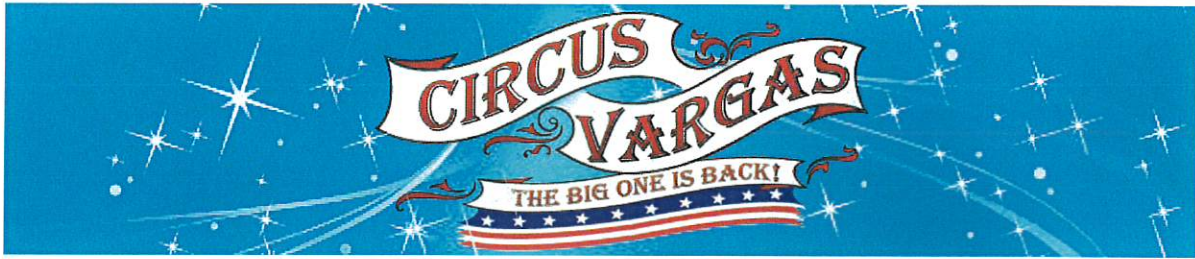


**Circus Vargas 2024 Advance Permit Event Packet
National City @ Westfield Plaza Bonita**

Location	Schedule Dates	Event Management Contacts Information
Ronnie Warmuth ronnie.warmuth@urw.com 3030 Plaza Bonita Road, Suite #2075, National City, CA 91950 / USA	Feb 23 rd to March 11 th , 2024 3 Set Up Days 10 Performing Days	Nelson Quiroga (Owner) 702-513-9767 Nqtabares@Circusvargas.com Katya Quiroga (Owner) 702-466-4873 kqtabares@circusvargas.com

Day	Date	Schedule Notation	Showtimes
Tuesday	Feb 20 th	Will enter property at 1:00 a.m.	No Performance
Wednesday	Feb 21 st	Setup Day	No Performance
Thursday	Feb 22 nd	Setup Day	No Performance
Friday	Feb 23 rd	Opening Night	7:30 p.m.
Saturday	Feb 24 th		1:00–4:00 & 7:30 p.m.
Sunday	Feb 25 th		12:30–3:30 & 7:00 p.m.
Monday	Feb 26 th	President's Day	6:30 p.m.
Tuesday	Feb 27 th		No Performance
Wednesday	Feb 28 th		7:00 p.m.
Thursday	Feb 29 th		7:00 p.m.
Friday	March 1 st		7:30 p.m.
Saturday	March 2 nd		1:00–4:00 & 7:30 p.m.
Sunday	March 3 rd		12:30–3:30 & 7:00 p.m.
Monday	March 4 th		6:30 p.m.
Tuesday	March 5 th		No Performance
Wednesday	March 6 th		7:00 p.m.
Thursday	March 7 th		7:00 p.m.
Friday	March 8 th		7:30 p.m.
Saturday	March 9 th		1:00–4:00 & 7:30 p.m.
Sunday	March 10 th		12:30–3:30 & 7:00 p.m.
Monday	March 11 th	Teardown of the circus will begin after the show.	6:30 p.m.
Tuesday	March 12 th	<ul style="list-style-type: none"> - Circus will vacate property before 4:00 p.m. - The cleanup crew will finish cleaning the lot around 3:00 p.m. - All rented equipment, e.g., restrooms, 	No Performance

Tabares Entertainment, Inc. 7455 Arroyo Crossing Pkwy. Suite 220 Las Vegas, NV 89113
 Nelson R Quiroga - Phone: 702-513-9767 E-Mail: Nqtabares@Circusvargas.com
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**Circus Vargas 2024 Advance Permit Event Packet
National City @ Westfield Plaza Bonita**

		fencing and dumpster, will be picked up before 3:00 p.m.	
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Tent setup area for 2023



Tabares Entertainment, Inc. 7455 Arroyo Crossing Pkwy. Suite 220 Las Vegas, NV 89113
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**Circus Vargas 2024 Advance Permit Event Packet
National City @ Westfield Plaza Bonita**



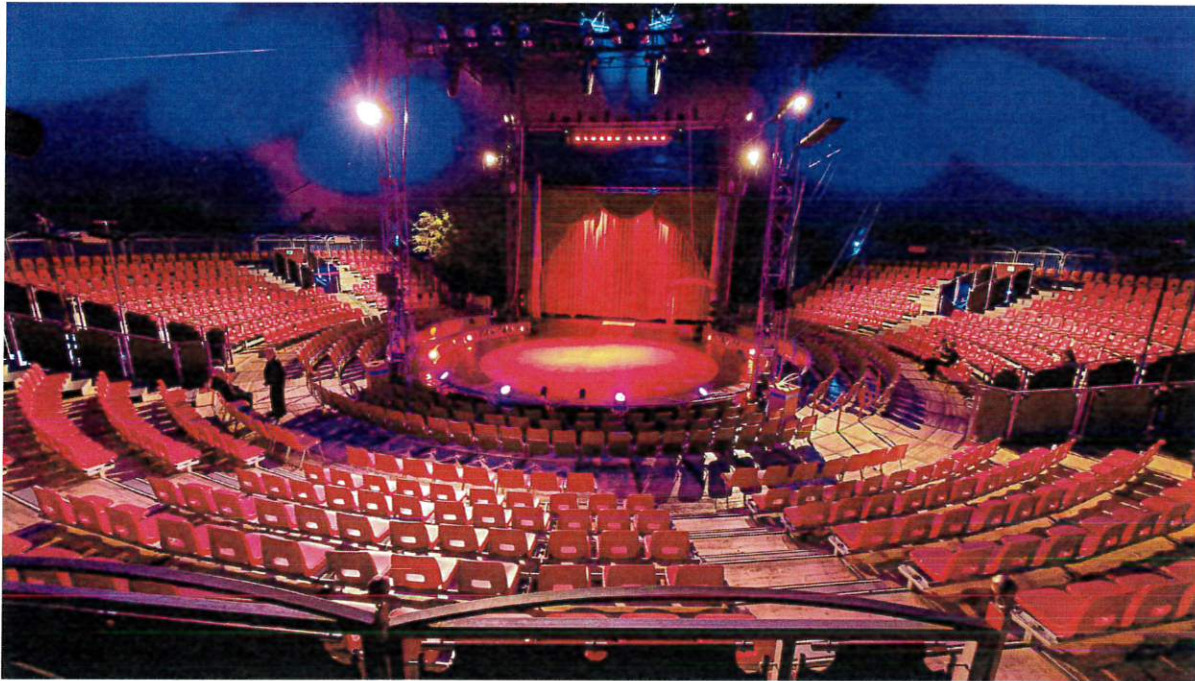
Circus Vargas Big Top



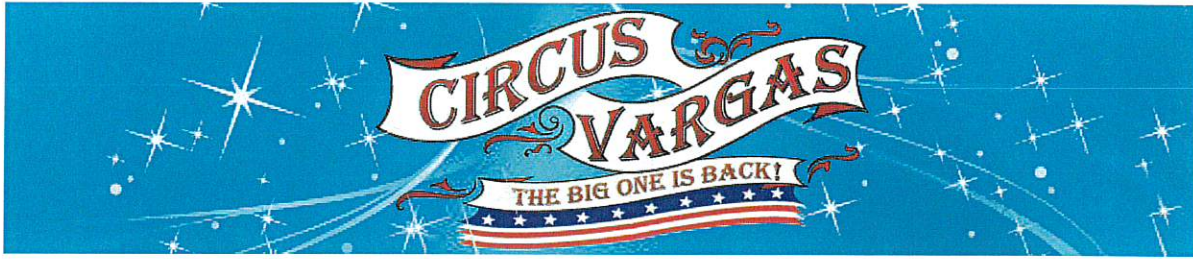
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Circus Vargas 2024 Advance Permit Event Packet
National City @ Westfield Plaza Bonita
Show Information

LENGTH OF SHOW: Approximately one hour and forty-five minutes

EXPECTED ATTENDANCE: 300–500 per show

AVERAGE VEHICLE CAPACITY PER SHOW: 125 vehicles (based on 500 people)

SEATING CAPACITY OF TENT: 998

- **NO GAME OF CHANCE**
- **NO MECHANICAL RIDES**
- **NO PERFORMING ANIMALS**
- **NO PYRO OR OPEN FLAME USED DURING THE SHOW**
- **NO ALCOHOL SOLD OR SERVED**
- **NO OUTSIDE CONTRACTED VENDORS**

Circus management provides in-house security guards. Management carries radios and cell phones in case of a 911 emergency.

Circus Vargas is completely self-contained. The show has a two-generator system with an emergency battery backup. If the main generator shuts down, the backup generator will be turned on, but all emergency lighting will remain running via the battery backup system.

A source of water is usually provided to the circus by the venue on which the circus conducts business; if not, the circus will rent a water meter from the city.

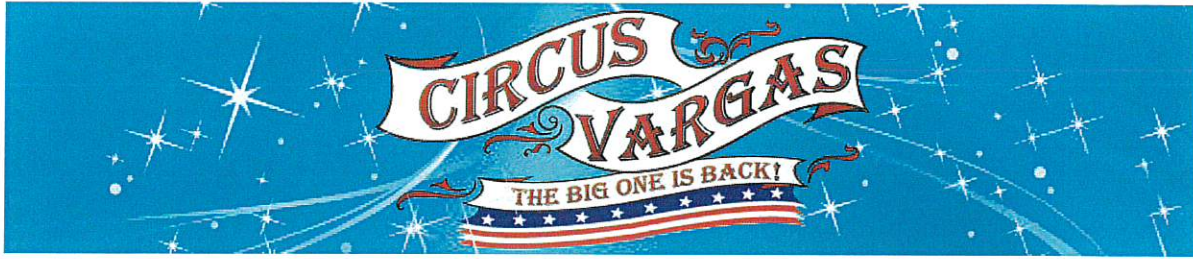
Circus Vargas rents restrooms from local sanitation companies.

Circus Vargas crew will perform daily cleanups to keep the circus area clean of any trash.

Circus Vargas rents a dumpster for all trash produced by the circus activities.

Circus Vargas is a family show and attracts primarily families; in-house security is normally sufficient to provide appropriate crowd control. The security personnel use radios to communicate with each other and can use cell phones to contact local law enforcement if the need exists.

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Circus Vargas 2024 Advance Permit Event Packet
National City @ Westfield Plaza Bonita
Circus Vargas: Cleanup & Recycling Plan

Circus Vargas does not hire or contract with outside vendors or temporary workers. All staffing will be with workers that travel with the show. The staff is trained on current proper sanitary and cleanup procedures. There is a staff of twenty-five people, and while some staff members are working throughout the day, all of them are present from one hour before the first show of the day until after the last show [as applicable] is over and cleanup is completed.

Since the nature of a circus limits the areas in which the public can access, the majority of the cleanup will be in a limited area. Plus, there are a very limited number of food items sold.

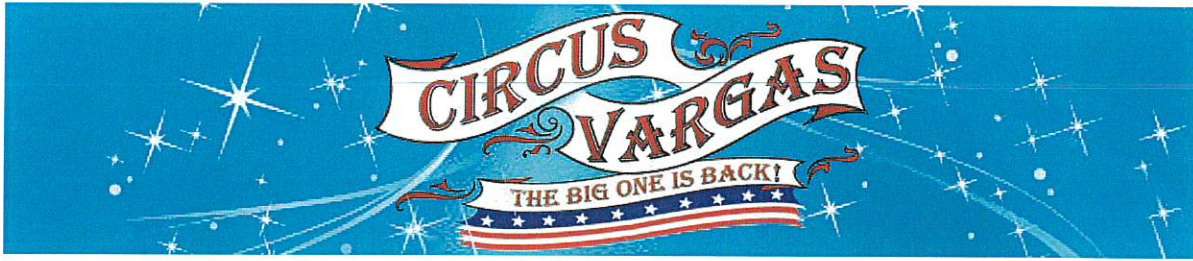
Staff continuously cleans up the entrance area throughout the time the show is open to the public, so trash does not remain on the ground. Trash is cleaned up inside the tent after each performance; and once each day, trash will be picked up in the parking area, which is expected to be minimal, since most people consume items early in the show and are unlikely to bring trash back to their cars.

A trash dumpster will be contracted for placement on the grounds. Several trash cans are available for public use in the circus entrance area. We will also have bins in which people can put recyclable items. However, due to the nature of our operation, most people buy their food products and take them immediately into the tent, where they sit down. They normally let their trash fall through the bleachers, where we clean it up after each show.

Since sodas and water are served in plastic bottles and cans, our staff will put those, along with appropriate paper products, into the recycle bins and transport them to an appropriate recycling facility or make arrangements with the dumpster company for their removal.

I hope that I have provided you with all the information needed to approve this plan. If you have any questions, please call me at 702-513-9767 and I will be happy to assist you.

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Circus Vargas 2024 Advance Permit Event Packet
National City @ Westfield Plaza Bonita
Circus Vargas Security Plan

Since Circus Vargas is a family show and attracts primarily families, in-house security has been sufficient to provide appropriate crowd control. As the only thing to see is the show itself, there are no people just loitering in the area. Crowds come at show time, enter the enclosed midway area and take their seats. After the show, there is nothing else to see, so they exit their cars.

Many of the things that attract or encourage trouble or the necessity for police intervention will not be present at Circus Vargas. Alcohol will not be sold or served, and there will be no games of chance or mechanical rides. While a carnival attracts ages 12 to 22, Circus Vargas primarily attracts children of elementary school ages or younger, along with their parents and grandparents.

Circus Vargas has its own security team comprising eight uniformed (unarmed) security Personnel (includes one head of security). The uniforms consist of matching Circus Vargas shirts and pants. This low-key approach to security maintains the atmosphere of family fun.

All security personnel will be scheduled one hour before each performance and will stay thirty minutes after the performance. Security personnel will be stationed both inside and outside the tent as well as next to the ticket booth.

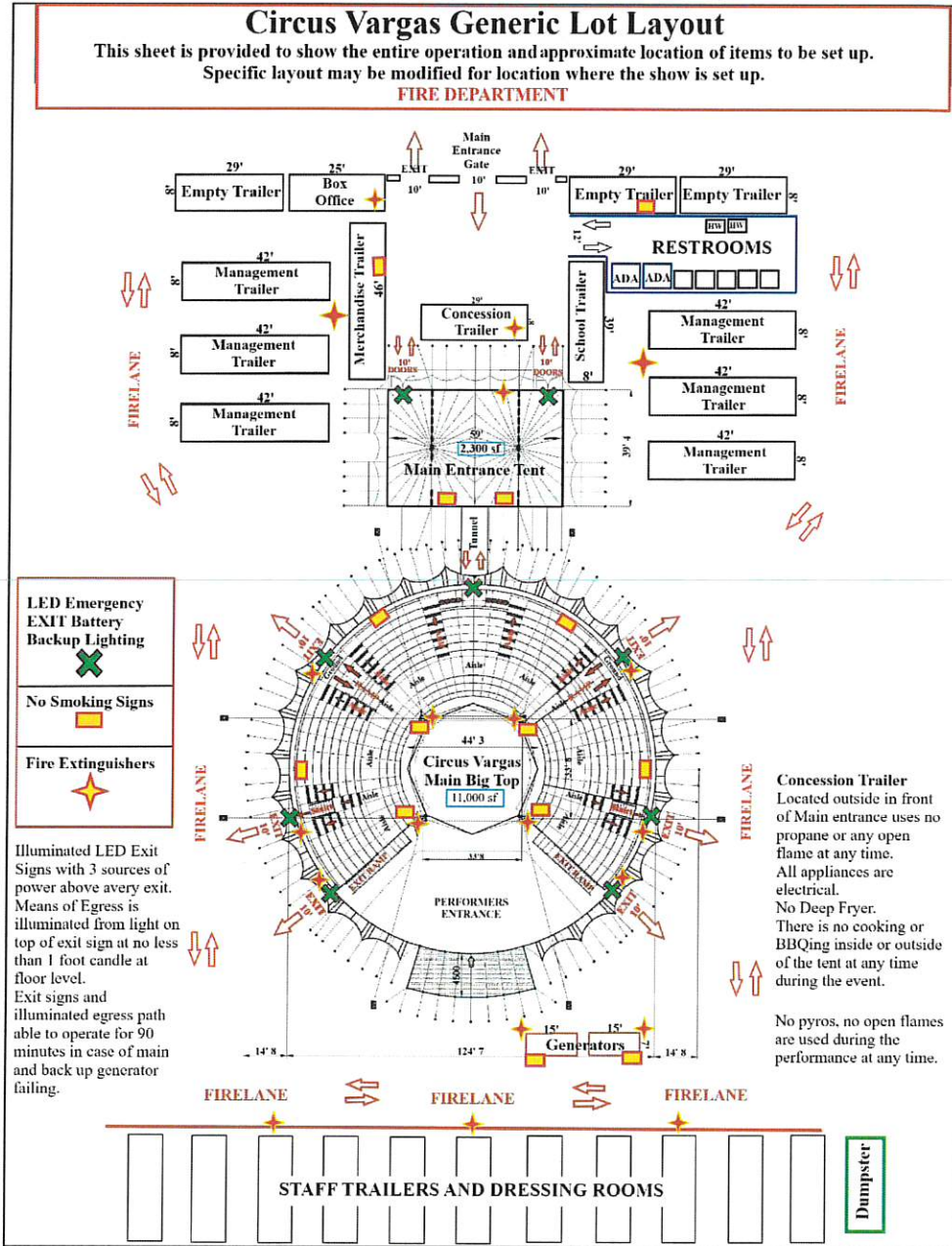
Security personnel have access to walkie-talkies for communication between themselves, in addition to cell phones that can be used to call additional personnel as well as local police or firefighters if it becomes necessary.

In addition to the security officers, a closed-circuit video security system monitors the inside of the ticket booth, where money is handled, as well as the midway area and the area in front of the ticket booth. This video system is attached to a recording device that can be used to keep a digital record of events.

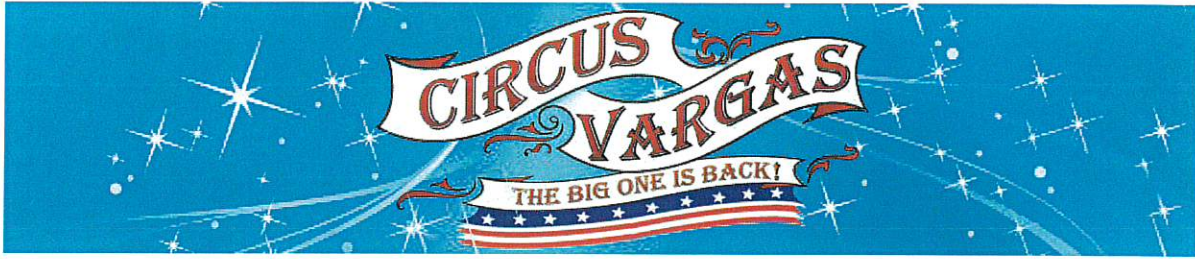
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**Circus Vargas 2024 Advance Permit Event Packet
National City @ Westfield Plaza Bonita**

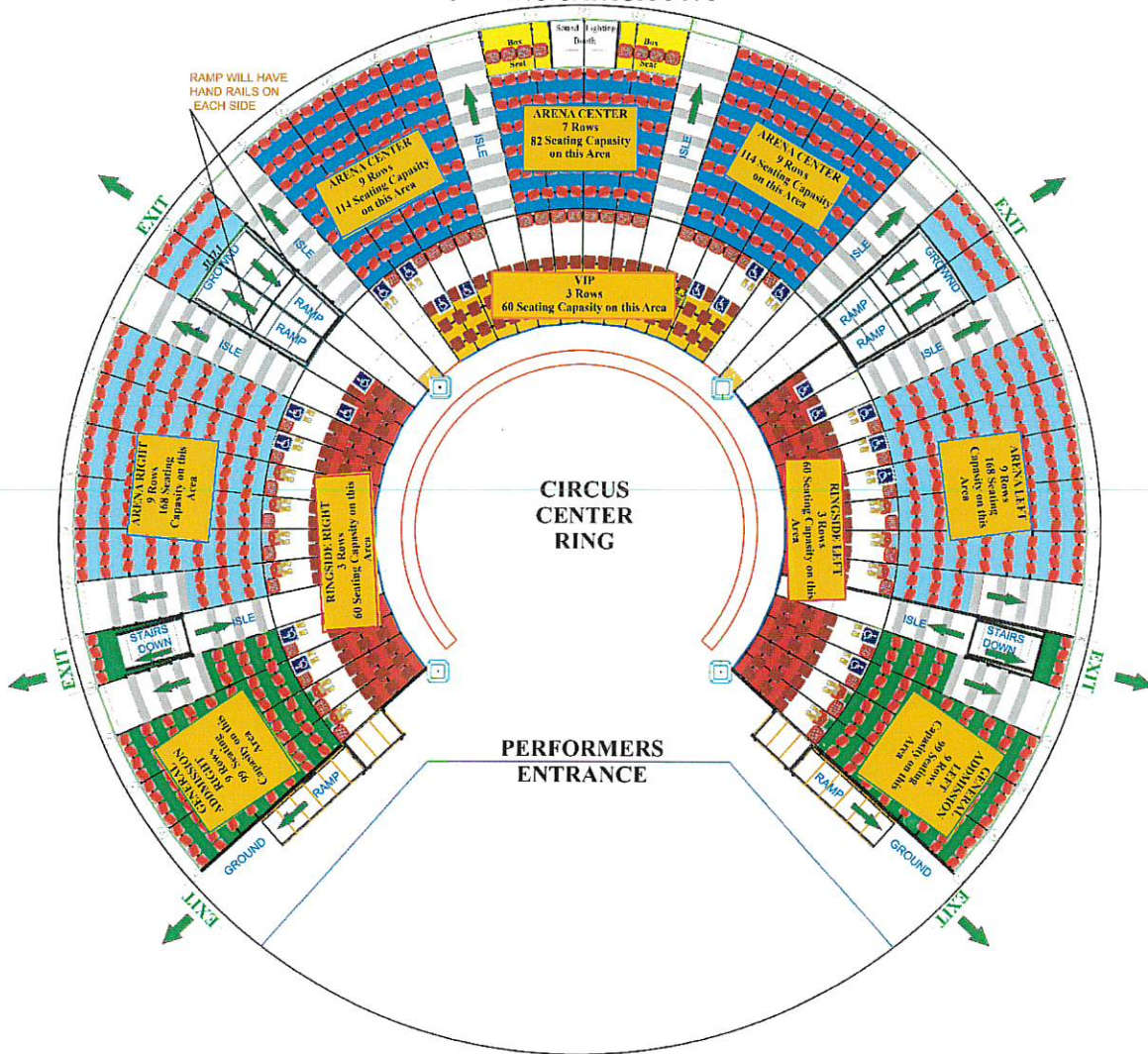


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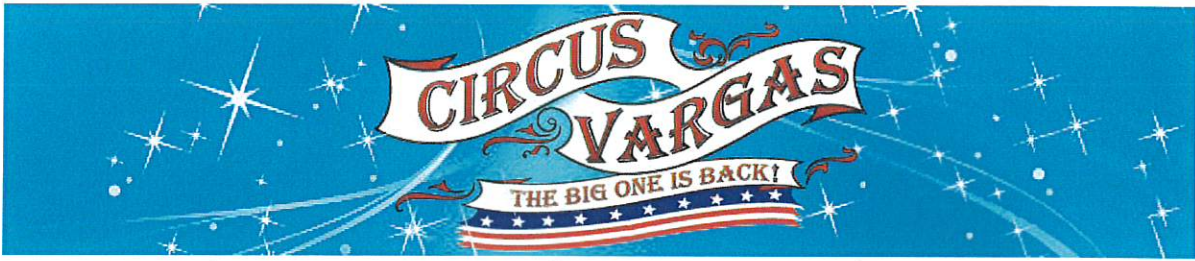


**Circus Vargas 2024 Advance Permit Event Packet
National City @ Westfield Plaza Bonita**

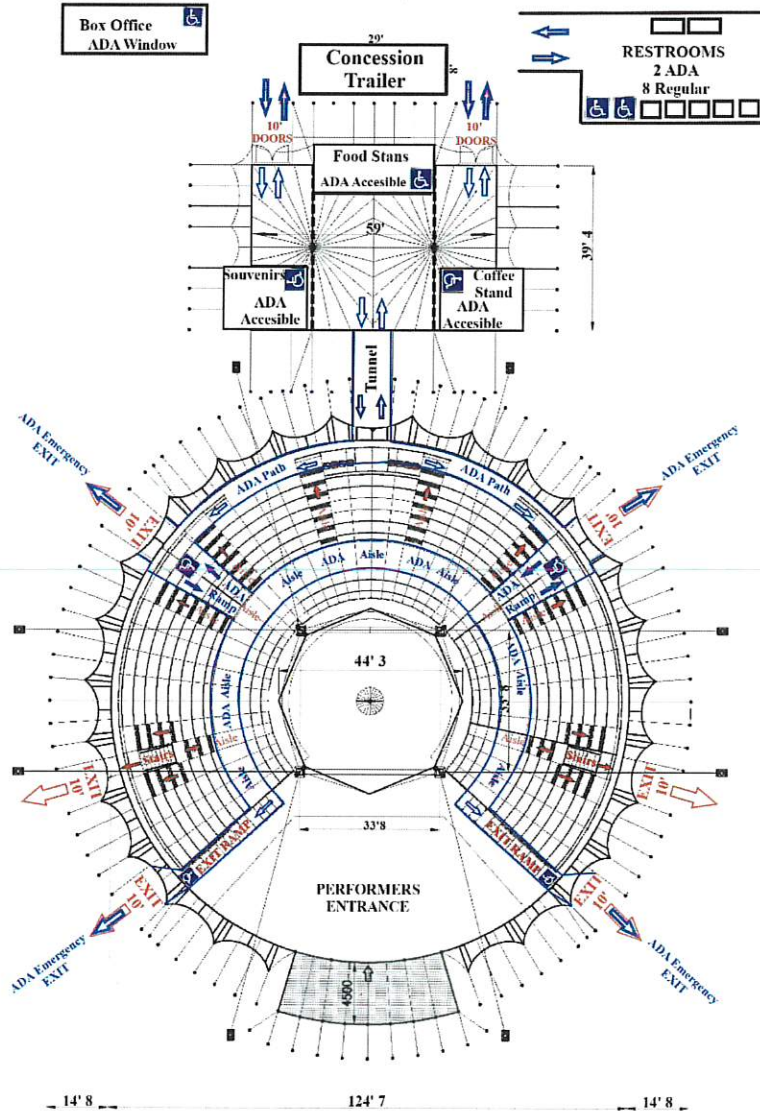
**CIRCUS VARGAS
SEATING CHART AND EGRESS PLAN
SEATING CAPACITY 998**



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National City @ Westfield Plaza Bonita**

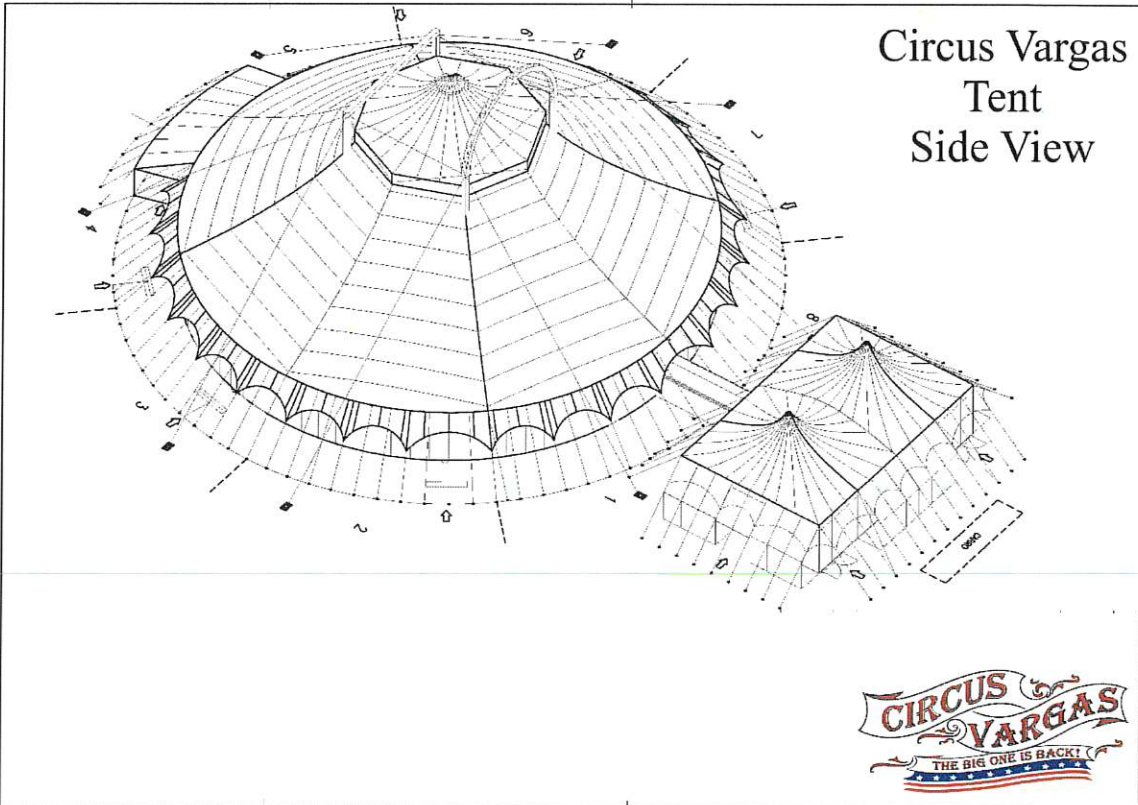


Circus Vargas ADA ACCESSIBILITY Layout and path
 Blue lines and Blue arrows are path for ADA Wheel Chairs
 Every seating Section has ADA availability with a total of 20 available ADA
 seating and 40 additional seats for ADA Companions.
 Total Maximum Seating Capacity 1032

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**Circus Vargas 2024 Advance Permit Event Packet
National City @ Westfield Plaza Bonita**



CALIFORNIA DEPARTMENT OF FORESTRY and FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL

REGISTERED FLAME RESISTANT PRODUCT

Product:
PRECONTRAIINT 702, 392

Registration No.
F-44402

Product Marketed By:
SERGE FERRARI
1460 SW 6TH COURTH
POMPANO BEACH, FL 33069

This product meets the minimum requirements of flame resistance established by the California State Fire Marshal for products identified in Section 1311.5, California Health and Safety Code.

The scope of the approved use of this product is provided in the current edition of the CALIFORNIA APPROVED LIST OF FLAME RETARDANT CHEMICALS AND FABRICS, GENERAL AND LIMITED APPLICATIONS CONCERNS published by the California State Fire Marshal.


Deputy State Fire Marshal

Expire: 6/30/2024

FR-8

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Circus Vargas 2024 Advance Permit Event Packet
National City @ Westfield Plaza Bonita
Management Crowd Control Certificates



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National City @ Westfield Plaza Bonita**



Tabares Entertainment, Inc. 7455 Arroyo Crossing Pkwy. Suite 220 Las Vegas, NV 89113
Nelson R Quiroga - Phone: 702-513-9767 E-Mail: Nqtabares@Circusvargas.com
Katya Quiroga – Phone: 702-466-4873 E-Mail: kqtabares@circusvargas.com

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

SPONSORING ORGANIZATION: Circus Vargas

EVENT: Circus Vargas

DATE OF EVENT: 02/23/2024 - 03/12/2024

APPROVALS:

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

CONDITIONS OF APPROVAL:

RISK MANAGER (619) 336-4370

Risk Management has reviewed the above-captioned application for issuing a Temporary Use Permit. As much as the event will be held solely on private property, no additional insurance requirements are necessary for the permit issuance.

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

PUBLIC WORKS (619)366-4580

No involvement

POLICE DEPARTMENT

No comments received

ENGINEERING

No comments received

COMMUNITY SERVICES

No comments

FINANCE

No comments received

COMMUNITY DEVELOPMENT

Planning

1. All activities shall comply with the limitations in Table III of NCMC Title 12 (Noise).
2. External speakers and lights shall face away from residential properties.

Building

No comments received

Neighborhood Services

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

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

FIRE (619) 336-4550

INSPECTION REQUIRED

Total fee amount for all Fire Department permits is, (\$962.00) dollars. Tents \$751, Places of Assembly \$211. Fees can only be waived by City Council.

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

- 1) Access to the Circus Vargas to be maintained at all times.

- 2) Fire Department access into and through the booth areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 14 feet.
- 3) Exit signs shall be provided at all required exits. Exit signs shall be green in color (National City Municipal Code) and either self illuminating or electrical with a 90 minute back-up power.
- 4) Fire Hydrants shall not be blocked or obstructed.
- 5) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s).
- 6) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s).
- 7) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved California State Fire Marshal seal attached. A ten foot separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. **Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking.** Fees can only be waived by the City Council.

Canopies:

0 – 400 sf -	\$0
401 – 500 sf -	\$391.00
501 – 600 sf -	\$436.00
601 – 700 sf -	\$571.00

Tents:

0 –200 sf -	\$391.00
201 – (+) sf -	\$751.00

- 8) Concession stands utilized for cooking shall have a minimum of 10 feet of clearance on two sides and shall not be located within 10 feet of amusement rides or devices.
- 9) All cooking booths or areas to have one 2A:10BC. If grease or oil is used in cooking a 40:BC or class "K" fire extinguisher will be required. All fire extinguishers to have a current State Fire Marshal Tag attached.
- 10) Fire extinguishers to be mounted in a visible location between 3½'to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance. **All fire extinguisher to have a current State Fire Marshal Tag attached.**
- 11) Emergency generators and standby power systems shall be installed, tested, and maintained in accordance with NFPA 110 and NFPA 101, *Standard for Emergency and Standby Power Systems*.

- 12) A fire safety inspection is to be conducted by the Fire Department prior to operations of the carnival to include all rides, cooking areas, game booths, etc. Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of two hundred (\$211.00) dollars. Fee is to be paid to the Fire Department Administration offices under separate permit. **Fee is to be paid prior to event.**
- 13) No smoking signs to be posted.
- 14) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only.
- 15) Fees can only be waived by City Council.
- 16) There shall be trained Crowd Managers or crowd manager/supervisors at a ratio of one crowd manager/supervisors for every 250 occupants, as approved in addition to the security. Please provide the current Crowd Manager certification to NCFD prior to the event.



AGENDA REPORT

Department: Community Development - Neighborhood Services
Prepared by: Dionisia Trejo, Administrative Secretary
Meeting Date: Tuesday, February 20, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Temporary Use Permit – Padres Pedal the Cause Bicycle Ride Sponsored by Padres Pedal the Cause on April 7, 2024, from 10:00 a.m. to 2:30 p.m. with No Waiver of Fees.

RECOMMENDATION:

Approve the Application for a Temporary Use Permit Subject to Compliance with all Conditions of Approval with No Waiver of Fees and in Accordance with City Council Policy 802.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

This is a request from the non-profit organization Pedal the Cause to conduct the “Padres Pedal the Cause” through San Diego County on April 7, 2024. This will be the 9th Annual Pedal the Cause fundraising cycling event dedicated to raising money for cancer research in San Diego County.

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

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

FINANCIAL STATEMENT:

City fee of \$312.00 for processing the TUP through various City departments.
Total fees: \$312.00

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – TUP Padres Pedal the Cause 2024

Exhibit B – Conditions of Approval Padres Pedal the Cause 2024



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

Special Event Application

Type of Event

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

Event Name & Location

Event Title Curebound Inc. - Padres Pedal The Cause

Event Location (list all sites being requested) Various roads in National City (please see attached maps)

Event Times

Set-Up Starts
Date 04/07/2024 Time 10am Day of Week Sunday

Event Starts
Date 04/07/2024 Time 10am Day of Week Sunday

Event Ends
Date 04/07/2024 Time 2:30pm Day of Week Sunday

Breakdown Ends
Date 04/07/2024 Time 2:30pm Day of Week Sunday

Applicant Information

Applicant (Your name) Karen Hooper Sponsoring Organization Curebound Inc - Padres Pe

Event Coordinator (if different from applicant) Hannah Smith

Mailing Address 6120 Paseo Tapajos Carlsbad, CA 92009

Day Phone 760-415-3792 After Hours Phone 760-415-3792 Cell 760-415-3792 Fax _____

Public Information Phone 760-415-3792 E-mail hannahkate1124@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: _____ Date 12/21/23

Special Event Application (continued)

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

Fees/Proceeds/Reporting

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

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

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

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

the registration fee.

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

\$ 1M Estimated Expenses for this event.

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

Description of Event

First time event Returning Event include site map with application

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

Padres Pedal the Cause is an annual fundraising cycling event that raises money for collaborative

cancer research at four San Diego institutions. Participants start and finish the event at Petco Park in

downtown San Diego and follow a variety of routes (from 25 to 78 miles) through Coronado, San

Diego, Chula Vista, SD County, and National City. The event has raised over \$10M to date for cancer

research.

Estimated Attendance

Anticipated # of Participants: 2000 Anticipated # of Spectators: 0

Traffic Control, Security, First Aid and Accessibility

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

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

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

Other (explain) _____

Requesting to post "no parking" notices? Yes No

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

Other (explain) _____

Security and Crowd Control

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

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

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

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

Security Director (Name): _____ Phone: _____

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

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

First Aid

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

First aid station to be staffed by professional company. ▶ Company AMR / Chula Vista FD

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

Accessibility

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

Event will be open to cyclists with disabilities.

Elements of your Event

Setting up a stage? Yes No

Requesting City's PA system

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

Applicant providing own stage ▶ _____(Dimensions)

Setting up canopies or tents?

_____ # of canopies size _____

_____ # of tents size _____

No canopies/tents being set up

Setting up tables and chairs?

Furnished by Applicant or Contractor

_____ # of tables No tables being set up

_____ # of chairs No chairs being set up

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

_____ # of tables No tables being set up

_____ # of chairs No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

Setting up other equipment?

Sporting Equipment (explain) _____

Other (explain) _____

Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes No

PA System for announcements CD player or DJ music

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

Other (explain) _____

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

▶ _____
Address City/State Phone Number

Using lighting equipment at your event? Yes No

Bringing in own lighting equipment

Using professional lighting company ▶ Company Name _____

Address

City/State

Phone Number

Using electrical power? Yes No

Using Kimball Park Bowl Lighting (from _____ to _____)

Using on-site electricity For sound and/or lighting

For food and/or refrigeration

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

For food and/or refrigeration

Vendor Information

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

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

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

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

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

GAS ELECTRIC CHARCOAL OTHER (Specify): _____

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

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

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

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

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

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

▶ Explain services _____

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

▶ Explain type(s) of information _____

No selling or informational vendors at event

Having children activities? Yes No

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

Inflatable bouncer house # _____ Rock climbing wall Height _____

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

Carnival Rides _____ Other _____

Having fireworks or aerial display? Yes No

Vendor name and license # _____

Dimensions _____ Duration _____

Number of shells _____ Max. size _____

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

Arranging for media coverage? Yes No

Yes, but media will not require special set-up

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

Event Signage

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

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

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

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

Yes, we will have banners # _____

What will signs/banners say? _____

How will signs/banners be anchored or mounted? _____

Location of banners/signage _____

Waste Management

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

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

If yes, please identify the following:

▶ Total number of portable toilets: _____

▶ Total number of ADA accessible portable toilets: _____

Contracting with portable toilet vendor. ▶ _____
Company Phone

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

Portable toilets to be serviced. ▶ Time _____

Set-up, Breakdown, Clean-up

Setting up the day before the event?

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

No, set-up will occur on the event day

Requesting vehicle access onto the turf?

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

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

NPDES-Litter Fence

City to install litter fence

Applicant to install litter fence

N/A

Breaking down set-up the day after the event?

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

No, breakdown will occur on the event day.

How are you handling clean-up?

Using City crews

Using volunteer clean-up crew during and after event.

Using professional cleaning company during and after event.

Miscellaneous

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

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



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: <u>Curebound Inc. - Padres Pedal The Cause</u>	
Event Address: <u>Various roads in National City</u>	Expected # of Attendees: <u>2000</u>
Event Host/Coordinator: <u>Curebound Inc. - Padres Pedal The Ca</u>	Phone Number: <u>619-510-4950</u>

II. Storm Water Best Management Practices (BMPs) Review

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

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

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

Organization: Curebound Inc. - Padres Pedal The Cause

Person in Charge of Activity: Karen Hooper

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

Telephone: 619-804-1555 Date(s) of Use: Sunday, April 7, 2024

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.

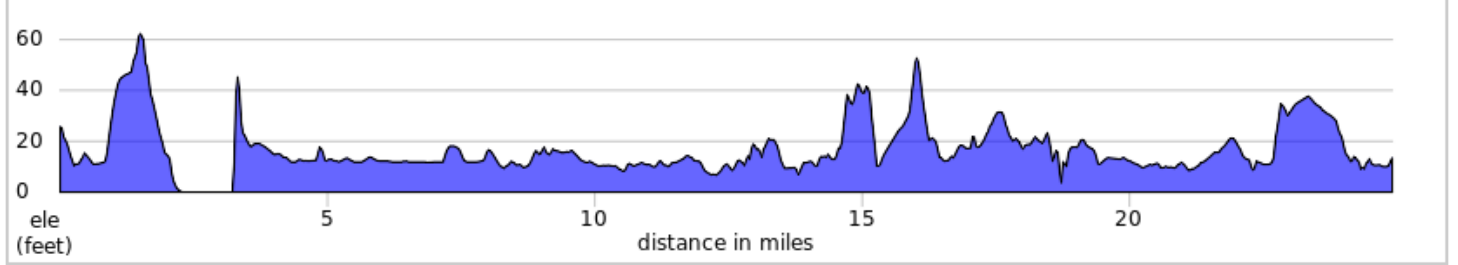
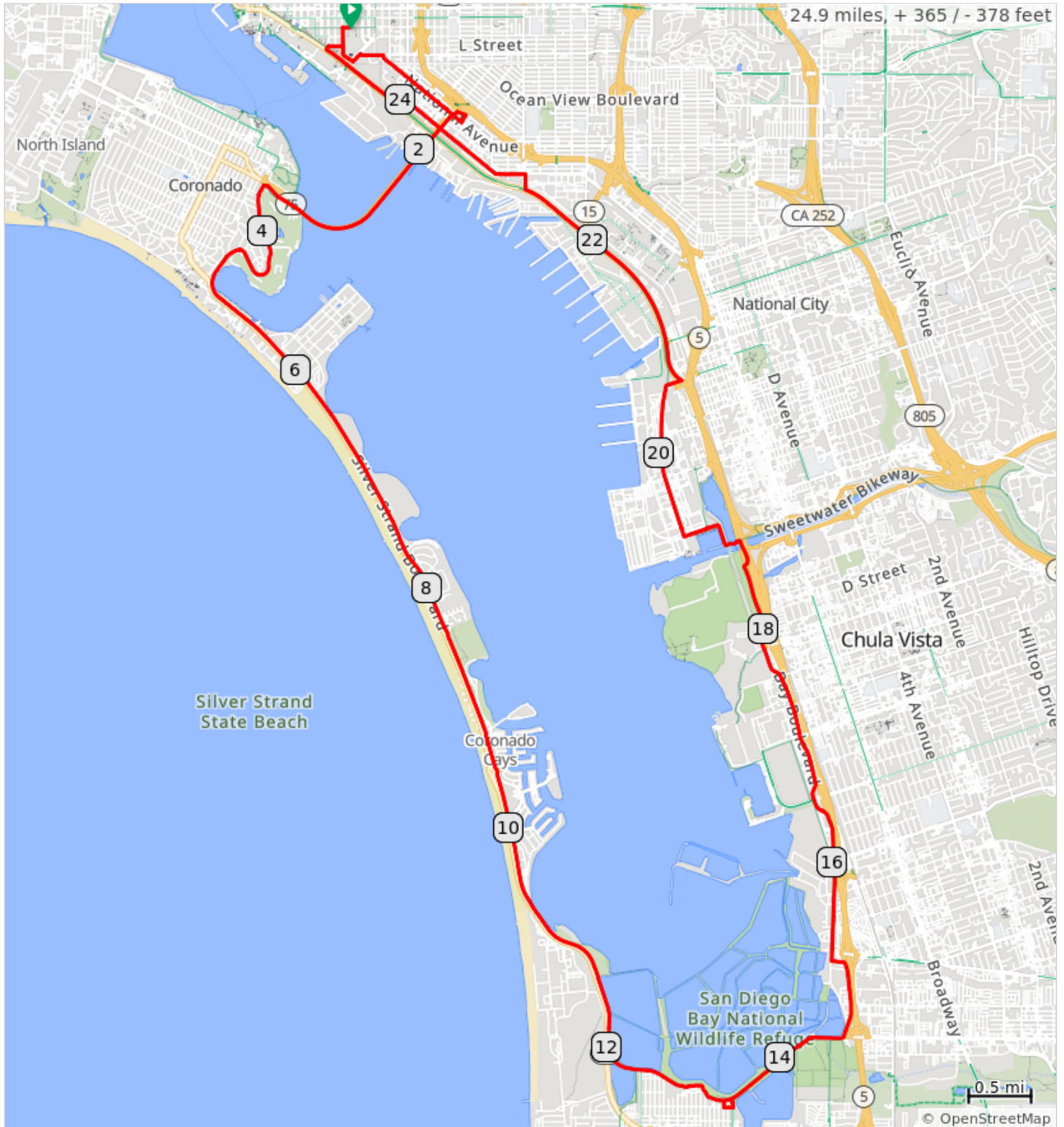
Signature of Applicant: 

Official Title: Chief Strategy & Implementation Officer Date: 12/21/23

For Office Use Only

Certificate of Insurance Approved _____ Date _____

PPTC 2024 - 25 mile



Num	Dist	Prev	Type	Note	Next
1.	0.0	0.0	<i>i</i>	START: J St (just before 8th Ave)	0.1
2.	0.1	0.1	←	L on Seventh Ave/Tony Gwynn Df	0.3
3.	0.4	0.3	←	L onto Park Blvd	0.1
4.	0.4	0.1	→	R onto Imperial Ave	0.2
5.	0.6	0.2	→	R onto 13th St	0.0
6.	0.7	0.0	←	Slight L onto National Ave	0.8
7.	1.4	0.8	←	L onto Coronado Bridge Eastbound offramp	0.2
8.	1.6	0.2	↑	Travel West on Coronado Bridge (using Eastbound Lanes)	1.9

1.6 miles. +54/-23 feet

Num	Dist	Prev	Type	Note	Next
9.	3.6	1.9	←	Keep L onto Glorietta Blvd	0.1
10.	3.6	0.1	←	L onto Glorietta Blvd	1.0
11.	4.7	1.0	←	L onto Bayshore Bikeway (at San Luis Rey Ave)	7.7
12.	12.3	7.7	↑	Continue on Bayshore Bikeway	0.8
13.	13.1	0.8	→	R onto 13th St	0.1
14.	13.2	0.1	→	R onto Cypress Ave	0.1
15.	13.3	0.1	→	R onto Florence St	0.0
16.	13.3	0.0	⚡	REST STOP. Bikeway Village	0.0
17.	13.3	0.0	↑	Cross the road	0.0
18.	13.3	0.0	←	L onto Cypress Ave	0.1

11.7 miles. +72/-68 feet

Num	Dist	Prev	Type	Note	Next
19.	13.4	0.1	←	L onto 13th St	0.0
20.	13.4	0.0	←	L onto Bayshore Bikeway (Silver Strand Bikeway)	0.0
21.	13.5	0.0	→	Sharp R to stay on Bayshore Bikeway (Silver Strand Bikeway)	1.1
22.	14.5	1.1	←	L onto W Frontage Rd	0.6
23.	15.1	0.6	↑	Continue onto Stella St	0.1
24.	15.2	0.1	→	R onto Bay Blvd	2.6
25.	17.9	2.6	←	L then R onto Bayshore Bikeway	0.9
26.	18.8	0.9	→	R (after bridge) to stay on Bayshore Bikeway	0.4

5.5 miles. +116/-121 feet

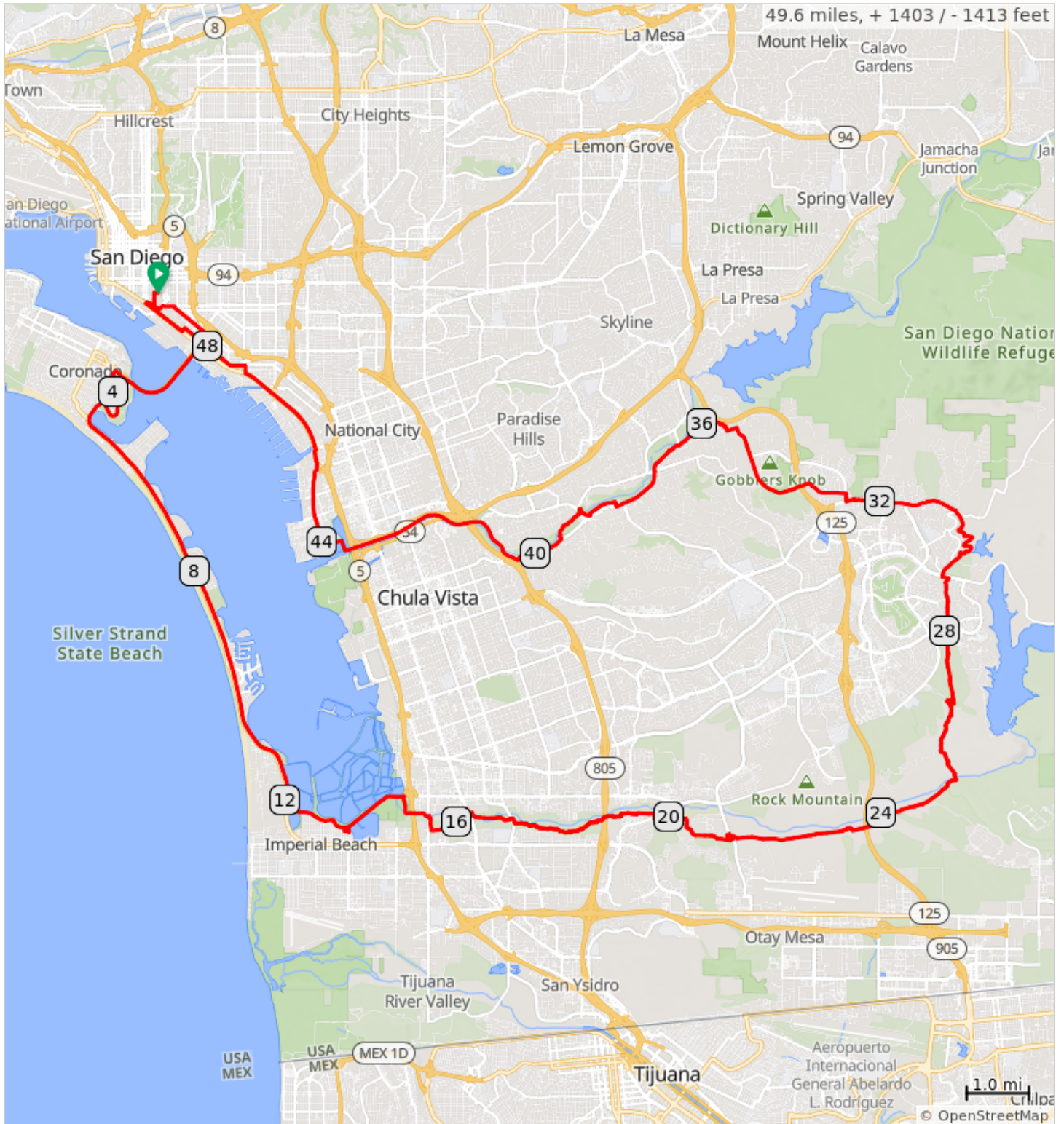
Num	Dist	Prev	Type	Note	Next
27.	19.1	0.4	←	L onto Marina Way	0.0
28.	19.2	0.0	↑	Continue onto W 32nd St	0.2
29.	19.3	0.2	→	R onto Tidelands Ave	1.2
30.	20.5	1.2	↑	Continue onto Civic Center Dr	0.2
31.	20.7	0.2	←	L onto E Harbor Dr	2.0
32.	22.7	2.0	→	R onto S 28th St	0.1
33.	22.8	0.1	←	L after El Pollo Loco (on the left)	1.2
34.	24.0	1.2	←	L onto Sigsbee St	0.1
35.	24.0	0.1	→	R at the 1st cross street onto E Harbor Dr	0.7
36.	24.8	0.7	→	R onto Fifth Ave	0.0

6.0 miles. +57/-67 feet

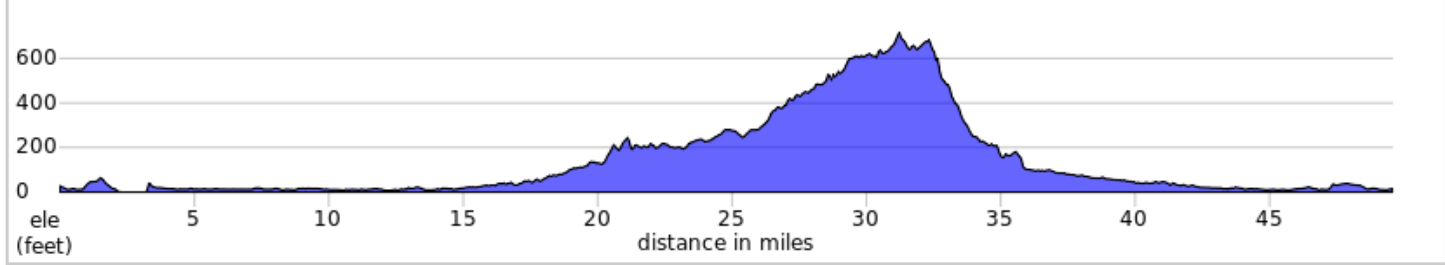
Num	Dist	Prev	Type	Note	Next
37.	24.8	0.0	→	R onto L St	0.1
38.	24.9	0.1	←	L onto Tony Gwynn Dr	0.0
39.	24.9	0.0	📍	End of route	0.0

0.2 miles. +2/-0 feet

PPTC 2024 50 Mile Gravel



49.6 miles, + 1403 / - 1413 feet



Num	Dist	Prev	Type	Note	Next
1.	0.0	0.0	<i>i</i>	START: J st (just before 8th Ave)	0.0
2.	0.0	0.0	←	L on Seventh Ave/Tony Gwynn Dr	0.3
3.	0.3	0.3	←	L onto Park Blvd	0.1
4.	0.4	0.1	→	R onto Imperial Ave	0.2
5.	0.6	0.2	→	R onto 13th St	0.0
6.	0.6	0.0	←	Slight L onto National Ave	0.8
7.	1.4	0.8	←	L onto Coronado Bridge Eastbound offramp	0.2
8.	1.6	0.2	↑	Travel West on Coronado Bridge (using Eastbound Lanes)	1.9

1.6 miles. +55/-24 feet

Num	Dist	Prev	Type	Note	Next
9.	3.6	1.9	←	Keep L onto Glorietta Blvd	0.1
10.	3.6	0.1	←	L onto Glorietta Blvd	1.0
11.	4.6	1.0	←	L onto Bayshore Bikeway (at San Luis Rey Ave)	7.7
12.	12.3	7.7	↑	Continue on Bayshore Bikeway	0.8
13.	13.1	0.8	→	Exit rest stop and turn R on 13th Street	0.0
14.	13.2	0.0	→	R onto Cypress Ave	0.1
15.	13.2	0.1	→	R onto Florence St	0.0
16.	13.3	0.0	Ψ	REST STOP. Bikeway Village	0.0
17.	13.3	0.0	↑	Make a U-turn	0.0

11.6 miles. +69/-69 feet

Num	Dist	Prev	Type	Note	Next
18.	13.3	0.0	←	L onto Cypress Ave	0.1
19.	13.4	0.1	→	R onto 13th St	0.0
20.	13.4	0.0	←	L onto Cypress Avenue	0.0
21.	13.4	0.0	→	R	0.0
22.	13.5	0.0	↑	Continue onto Bayshore Bikeway	0.0
23.	13.5	0.0	↗	Keep R	0.0
24.	13.5	0.0	→	R onto Bayshore Bikeway	1.0
25.	14.6	1.0	→	R	0.0
26.	14.6	0.0	↗	Keep R	0.3
27.	14.8	0.3	←	L	0.3
28.	15.1	0.3	→	R	0.1
29.	15.2	0.1	↑	Continue onto Otay Valley Regional Park Trail	0.7

1.9 miles. +21/-21 feet

Num	Dist	Prev	Type	Note	Next
30.	15.9	0.7	←	L onto Otay Valley Regional Park Trail	12.8
31.	28.7	12.8	←	L	0.0
32.	28.8	0.0	→	R	0.2
33.	28.9	0.2	←	L onto Otay Lakes Rd	0.1
34.	29.0	0.1	→	R onto Rte 9/ Woods Dr	0.3
35.	29.3	0.3	→	R onto Rte 9	0.0
36.	29.3	0.0	←	L onto Centennial Trail	0.0
37.	29.3	0.0	←	Slight L to stay on Centennial Trail	0.4
38.	29.8	0.4	←	Slight L to stay on Centennial Trail	1.0
39.	30.8	1.0	→	R onto Northwoods Dr	0.0
40.	30.8	0.0	↑	Cross the road	0.0

15.6 miles. +883/-277 feet

Num	Dist	Prev	Type	Note	Next
41.	30.8	0.0	→	R onto Centennial Trail	0.6
42.	31.3	0.6	←	Slight L onto Proctor Valley Rd	1.1
43.	32.5	1.1	←	L onto Proctor Valley Rd	0.1
44.	32.6	0.1	→	R onto Mount Miguel Rd	0.1
45.	32.7	0.1	←	L onto Proctor Valley Rd	2.4
46.	35.1	2.4	←	L onto San Miguel Rd	0.2
47.	35.3	0.2	→	R	0.1
48.	35.4	0.1	←	L	3.4
49.	38.8	3.4	←	L toward Sweetwater Rd	0.0
50.	38.8	0.0	←	L	1.4
51.	40.2	1.4	Ψ↑	REST STOP: Sweetwater Staging Area	0.0

9.4 miles. +196/-788 feet

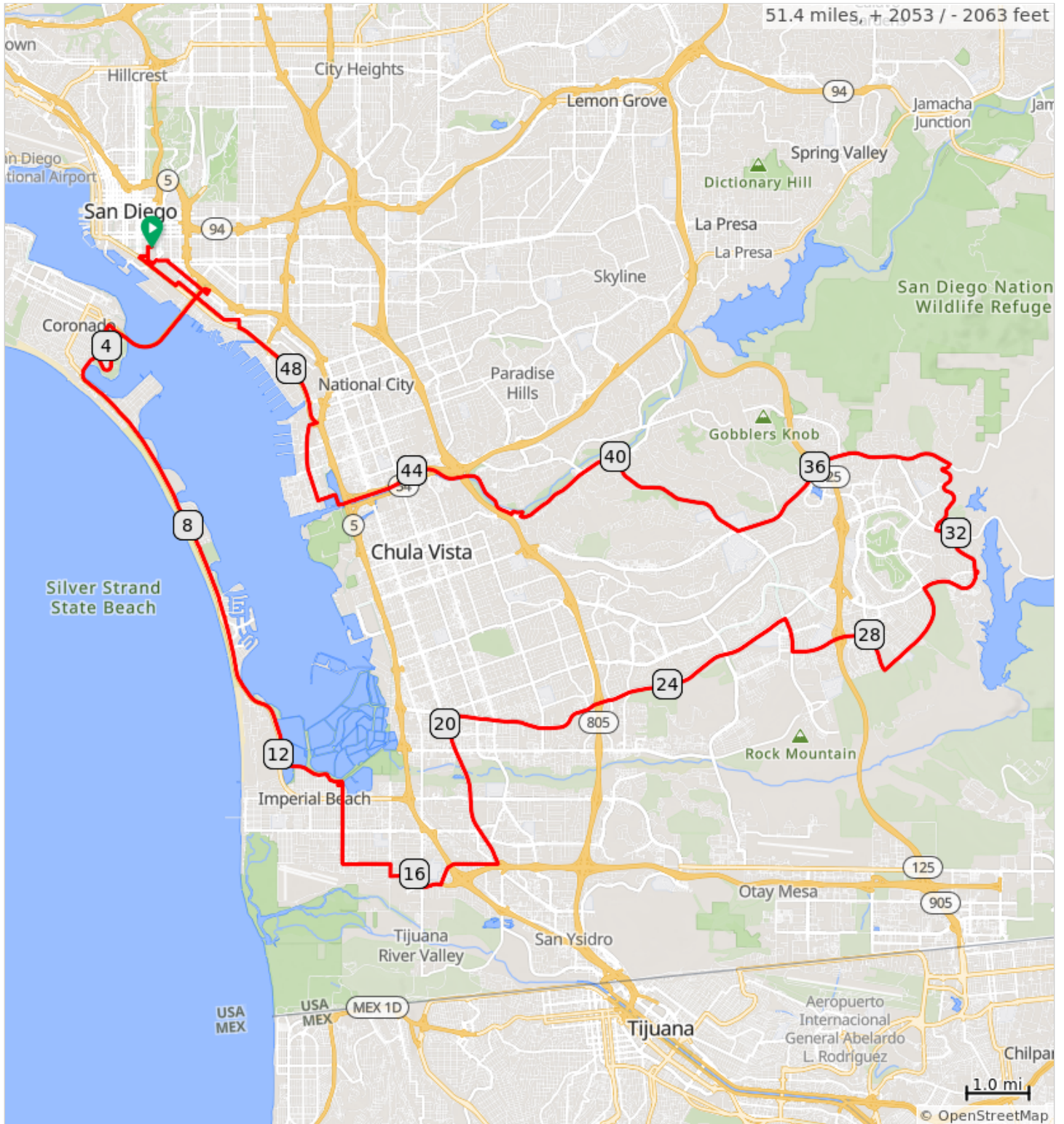
Num	Dist	Prev	Type	Note	Next
52.	40.2	0.0	↗	Slight R onto Sweetwater Bikeway	0.5
53.	40.7	0.5	↖	Keep L onto Sweetwater Bikeway	1.3
54.	42.0	1.3	↖	Keep L onto Sweetwater Bikeway	1.2
55.	43.2	1.2	↑	Continue onto Sweetwater Bikeway	0.2
56.	43.4	0.2	↑	Continue onto Bayshore Bikeway	0.4
57.	43.8	0.4	↖	Slight L onto West 32nd Street	0.2
58.	44.0	0.2	→	R onto Bayshore Bikeway	1.1
59.	45.1	1.1	←	Slight L	0.4
60.	45.5	0.4	←	L onto E Harbor Dr	0.0

5.3 miles. +47/-76 feet

Num	Dist	Prev	Type	Note	Next
61.	45.5	0.0	→	R onto W 8th St	0.0
62.	45.5	0.0	←	L onto E Harbor Dr	1.7
63.	47.2	1.7	→	R onto S 28th St	0.1
64.	47.3	0.1	←	L after El Pollo Loco (on the left)	1.2
65.	48.5	1.2	←	L onto Sigsbee St	0.1
66.	48.6	0.1	→	R onto E Harbor Dr	0.7
67.	49.3	0.7	→	R onto Fifth Ave	0.0
68.	49.3	0.0	→	R	0.0
69.	49.4	0.0	←	Slight L toward Tony Gwynn Dr	0.0
70.	49.4	0.0	→	R at Sixth Ave	0.1
71.	49.5	0.1	←	L onto Tony Gwynn Dr	0.0

3.9 miles. +52/-52 feet

PPTC 2024 55 Mile



Num	Dist	Prev	Type	Note	Next
1.	0.0	0.0	<i>i</i>	START: J st (just before 8th Ave)	0.0
2.	0.0	0.0	←	L on Seventh Ave/Tony Gwynn Dr	0.3
3.	0.3	0.3	←	L onto Park Blvd	0.1
4.	0.4	0.1	→	R onto Imperial Ave	0.2
5.	0.6	0.2	→	R onto 13th St	0.0
6.	0.6	0.0	←	Slight L onto National Ave	0.8
7.	1.4	0.8	←	L onto Coronado Bridge Eastbound offramp	0.2
8.	1.6	0.2	↑	Travel West on Coronado Bridge (using Eastbound Lanes)	1.9

1.6 miles. +55/-24 feet

Num	Dist	Prev	Type	Note	Next
9.	3.6	1.9	←	Keep L onto Glorietta Blvd	0.1
10.	3.6	0.1	←	L onto Glorietta Blvd	1.0
11.	4.6	1.0	←	L onto Bayshore Bikeway (at San Luis Rey Ave)	7.7
12.	12.3	7.7	↑	Continue on Bayshore Bikeway	0.8
13.	13.1	0.8	→	Exit rest stop and turn R on 13th Street	0.0
14.	13.2	0.0	→	R onto Cypress Ave	0.1
15.	13.2	0.1	→	R onto Florence St	0.0
16.	13.3	0.0	Ψ	REST STOP. Bikeway Village	0.0
17.	13.3	0.0	↑	Make a U-turn	0.0

11.6 miles. +69/-69 feet

Num	Dist	Prev	Type	Note	Next
18.	13.3	0.0	←	L onto Cypress Ave	0.1
19.	13.4	0.1	→	R onto 13th St	1.2
20.	14.6	1.2	←	L onto Iris Ave	0.2
21.	14.9	0.2	↑	Continue onto Satellite Blvd	0.5
22.	15.4	0.5	→	R onto 19th St/Saturn Blvd	0.2
23.	15.6	0.2	←	L onto Leon Ave	0.5
24.	16.1	0.5	→	R onto Hollister Street	0.2
25.	16.3	0.2	←	L onto Tocayo Avenue	0.3
26.	16.6	0.3	←	L onto Oro Vista Road	0.3
27.	16.8	0.3	↗	Slight R onto Iris Avenue	0.8
28.	17.7	0.8	←	L onto Beyer Boulevard	1.6
29.	19.3	1.6	↑	Becomes Broadway	0.9

6.0 miles. +147/-126 feet

Num	Dist	Prev	Type	Note	Next
30.	20.2	0.9	→	R onto Palomar St	0.1
31.	20.2	0.1	→	R onto Orange Ave	2.7
32.	22.9	2.7	↑	Continue onto Olympic Pkwy	3.2
33.	26.1	3.2	→	R onto La Media Rd	0.5
34.	26.6	0.5	←	L onto Birch Rd	1.3
35.	27.9	1.3	→	R onto Eastlake Pkwy	0.6
36.	28.5	0.6	←	L - becomes Hunte Pkwy	1.6
37.	30.2	1.6	→	R onto Olympic Pkwy	0.9
38.	31.0	0.9	↑	Continue onto Lake Crest Dr	0.1
39.	31.2	0.1	→	REST STOP. Mountain Hawk Park	0.1

11.9 miles. +1050/-579 feet

Num	Dist	Prev	Type	Note	Next
40.	31.3	0.1	→	R out of rest stop onto Lake Crest Dr	0.7
41.	32.0	0.7	←	L onto Otay Lakes Rd	0.4
42.	32.3	0.4	→	R onto Woods Dr	1.2
43.	33.6	1.2	→	R onto Northwoods Dr	0.2
44.	33.7	0.2	←	L onto Proctor Valley Rd	1.8
45.	35.6	1.8	↑	Continue onto E H St	2.1
46.	37.6	2.1	→	R onto Otay Lakes Rd	2.4
47.	40.0	2.4	←	L onto Bonita Rd	1.8
48.	41.8	1.8	→	R into Sweetwater Staging Area and join bike path	0.0

10.6 miles. +507/-1042 feet

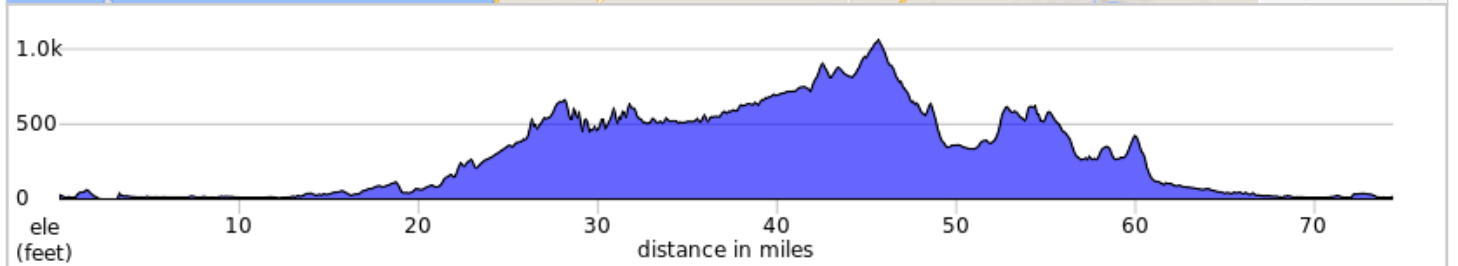
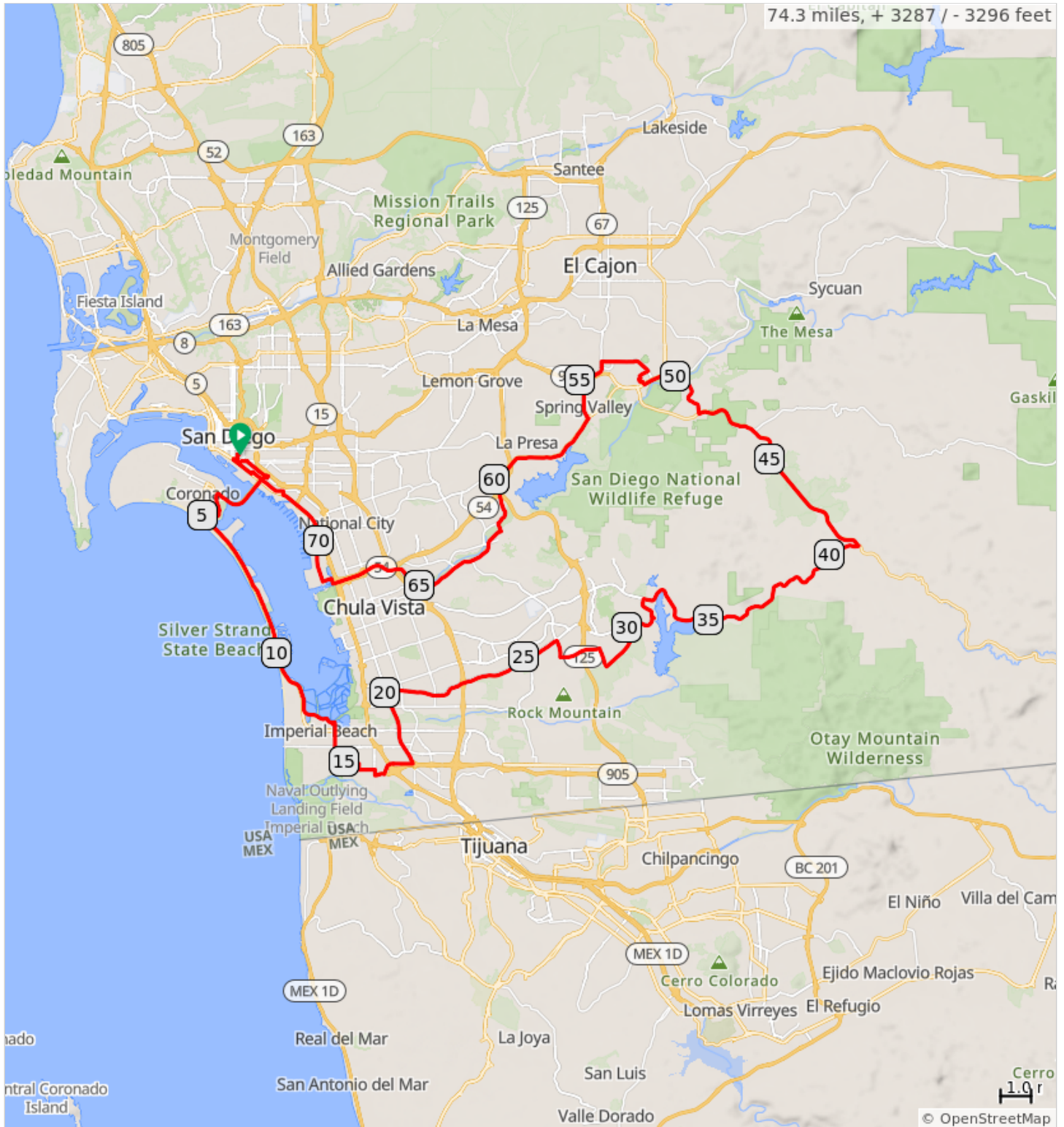
Num	Dist	Prev	Type	Note	Next
49.	41.8	0.0	ψ	REST STOP. Sweetwater Staging Area	0.1
50.	41.9	0.1	←	L on Bike Path	1.1
51.	43.0	1.1	←	Bear L on Bike Path	2.0
52.	45.0	2.0	↑	Continue straight on Bike Path	0.6
53.	45.5	0.6	←	L onto Marina Way	0.0
54.	45.5	0.0	↑	Continue onto W 32nd St	0.2
55.	45.7	0.2	→	R onto Tidelands Ave	1.2
56.	46.9	1.2	→	Bear R onto Civic Center Dr	0.2
57.	47.1	0.2	←	L onto E Harbor Dr	2.0
58.	49.1	2.0	→	R onto S 28th St	0.1

7.3 miles. +79/-111 feet

Num	Dist	Prev	Type	Note	Next
59.	49.2	0.1	←	L after El Pollo Loco (on the left)	1.2
60.	50.4	1.2	←	L onto Sigsbee St	0.1
61.	50.4	0.1	→	R at the 1st cross street onto E Harbor Dr	0.7
62.	51.2	0.7	→	R onto Fifth Ave	0.0
63.	51.2	0.0	→	R onto L St	0.1
64.	51.3	0.1	←	L onto Tony Gwynn Dr	0.0
65.	51.4	0.0	<i>i</i>	End of route	0.0

2.3 miles. +19/-36 feet

PPTC 2024 75 Mile



Num	Dist	Prev	Type	Note	Next
1.	0.0	0.0	<i>i</i>	START: J St (just before 8th Ave)	0.0
2.	0.0	0.0	←	L on Seventh Ave/Tony Gwynn Dr	0.3
3.	0.3	0.3	←	L onto Park Blvd	0.1
4.	0.4	0.1	→	R onto Imperial Ave	0.2
5.	0.6	0.2	→	R onto 13th St	0.0
6.	0.6	0.0	←	Slight L onto National Ave	0.8
7.	1.4	0.8	←	L onto Coronado Bridge Eastbound offramp	0.2
8.	1.6	0.2	↑	Travel West on Coronado Bridge (using Eastbound Lanes)	1.9

1.6 miles. +55/-24 feet

Num	Dist	Prev	Type	Note	Next
9.	3.6	1.9	←	Keep L onto Glorietta Blvd	0.1
10.	3.6	0.1	←	L onto Glorietta Blvd	1.0
11.	4.6	1.0	←	L onto Bayshore Bikeway (at San Luis Rey Ave)	7.7
12.	12.3	7.7	↑	Continue on Bayshore Bikeway	0.8
13.	13.1	0.8	→	Exit rest stop and turn R on 13th Street	0.0
14.	13.2	0.0	→	R onto Cypress Ave	0.1
15.	13.2	0.1	→	R onto Florence St	0.0
16.	13.3	0.0	Ψ	REST STOP. Bikeway Village	0.0
17.	13.3	0.0	↑	Make a U-turn	0.0

11.6 miles. +70/-67 feet

Num	Dist	Prev	Type	Note	Next
18.	13.3	0.0	←	L onto Cypress Ave	0.1
19.	13.4	0.1	→	R onto 13th St	1.2
20.	14.6	1.2	←	L onto Iris Ave	0.2
21.	14.9	0.2	↑	Continue onto Satellite Blvd	0.5
22.	15.4	0.5	→	R onto 19th St/Saturn Blvd	0.2
23.	15.6	0.2	←	L onto Leon Ave	0.5
24.	16.1	0.5	→	R onto Hollister Street	0.2
25.	16.3	0.2	←	L onto Tocayo Avenue	0.3
26.	16.6	0.3	←	L onto Oro Vista Road	0.3
27.	16.8	0.3	↗	Slight R onto Iris Avenue	0.8
28.	17.7	0.8	←	L onto Beyer Boulevard	1.6
29.	19.3	1.6	↑	Becomes Broadway	0.9

6.0 miles. +147/-126 feet

Num	Dist	Prev	Type	Note	Next
30.	20.2	0.9	→	R onto Palomar St	0.1
31.	20.2	0.1	→	R onto Orange Ave	2.7
32.	22.9	2.7	↑	Continue onto Olympic Pkwy	3.2
33.	26.1	3.2	→	R onto La Media Rd	0.5
34.	26.6	0.5	←	L onto Birch Rd	1.3
35.	27.9	1.3	→	R onto Eastlake Pkwy	0.6
36.	28.5	0.6	←	L - becomes Hunte Pkwy	1.6
37.	30.2	1.6	→	R onto Olympic Pkwy	0.9
38.	31.0	0.9	↑	Continue onto Lake Crest Dr	0.1
39.	31.2	0.1	→	REST STOP. Mountain Hawk Park	0.2

11.9 miles. +1050/-579 feet

Num	Dist	Prev	Type	Note	Next
40.	31.3	0.2	→	R out of rest stop onto Lake Crest Dr	0.7
41.	32.0	0.7	→	R onto Otay Lakes Rd	9.0
42.	41.0	9.0	←	CA-94 W/Ca Campo Rd	7.3
43.	48.3	7.3	→	R onto Steele Canyon Rd	1.5
44.	49.7	1.5	←	L onto Willow Glen Dr	0.8
45.	50.5	0.8	←	L onto Jamacha Road	0.6
46.	51.2	0.6	→	R onto Cuyamaca College Dr W	0.3
47.	51.4	0.3	→	R to stay on Cuyamaca College Dr W	0.2
48.	51.6	0.2	←	Slight L toward Rancho San Diego Pkwy	0.1

20.5 miles. +1128/-1317 feet

Num	Dist	Prev	Type	Note	Next
49.	51.7	0.1	→	R toward Rancho San Diego Pkwy	0.0
50.	51.7	0.0	↑	Continue onto Rancho San Diego Pkwy	0.2
51.	51.9	0.2	←	L onto Fury Ln	1.6
52.	53.5	1.6	←	L onto Avocado Blvd	0.4
53.	53.9	0.4	→	R onto Madrid Way	0.5
54.	54.4	0.5	←	L onto Agua Dulce Blvd	0.2
55.	54.7	0.2	←	L onto Campo Rd/Sweetwater Springs Blvd	1.5
56.	56.1	1.5	→	R onto Jamacha Blvd	3.1
57.	59.2	3.1	↑	Continue onto Paradise Valley Rd	0.7
58.	60.0	0.7	←	L onto S Worthington St	0.6

8.3 miles. +672/-640 feet

Num	Dist	Prev	Type	Note	Next
59.	60.6	0.6	↑	Continue onto Sweetwater Rd	0.8
60.	61.4	0.8	←	L onto Bonita Rd	0.3
61.	61.7	0.3	→	R to stay on Bonita Rd	3.1
62.	64.8	3.1	→	R into Sweetwater Staging Area and join bike path	0.1
63.	64.8	0.1	ψ↑	REST STOP. Sweetwater Staging Area	0.1
64.	64.9	0.1	←	Bear L on bike path	1.0
65.	65.9	1.0	←	Bear L on bike path	2.0
66.	67.9	2.0	↑	Stay straight on Bayshore Bikeway	0.6

8.0 miles. +62/-284 feet

Num	Dist	Prev	Type	Note	Next
67.	68.5	0.6	←	Exit bike path and turn L onto W 32nd St	0.2
68.	68.7	0.2	→	R onto Tidelands Ave	1.2
69.	69.8	1.2	→	Bear R onto Civic Center Dr	0.2
70.	70.0	0.2	←	L onto E Harbor Dr	2.0
71.	72.0	2.0	→	R onto S 28th St	0.1
72.	72.2	0.1	←	L after El Pollo Loco (on the left)	1.2
73.	73.3	1.2	←	L onto Sigsbee St	0.1
74.	73.4	0.1	→	R at the 1st cross street onto E Harbor Dr	0.7
75.	74.1	0.7	→	R onto Fifth Ave	0.0

6.2 miles. +57/-68 feet

Num	Dist	Prev	Type	Note	Next
76.	74.1	0.0	➔	R onto L St	0.1
77.	74.3	0.1	➜	L onto Tony Gwynn Dr	0.0
78.	74.3	0.0	<i>i</i>	End of route	0.0

0.2 miles. +4/-0 feet

City of National City BUSINESS TAX CERTIFICATE



2024

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

"For Services Provided in National City, California Only"

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

Business Type Exempt / Non-Profit
Account Number 09049898
Effective Date January 01, 2024
Expiration Date December 31, 2024

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

City Manager

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

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

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

PADRES PEDAL THE CAUSE

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

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

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

If you have a fixed place of business within the National City, please display the Business Tax Certificate below in a conspicuous place at 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

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

Account Number: 09049898
Date of Issue: 01/01/2024



Entity Status Letter

Date: 1/9/2023

ESL ID: 4914305716

Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 3480150

Entity Name: CUREBOUND, INC.

- 1. The entity is in good standing with the Franchise Tax Board.
- 2. The entity is **not** in good standing with the Franchise Tax Board.
- 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 d.
- 4. We do not have current information about the entity.
- 5. The entity was administratively dissolved/cancelled on _____ through the Franchise Tax Board Administrative Dissolution process.

Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

Connect With Us

Web: ftb.ca.gov
 Phone: 800-852-5711 from 7 a.m. to 5 p.m. weekdays, except state holidays
 916-845-6500 from outside the United States

California

Relay Service: 711 or 800-735-2929 (For persons with hearing or speech impairments)

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KKI 93781-00	1/13/23	Curebound, Inc.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSUREDS OWNERS AND/OR LESSORS OF PREMISES,
SPONSORS OR CO-PROMOTERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The policy is amended to include as an additional Insured any person or organization of the types indicated by an "X" in any boxes shown below, but only with respect to liability arising out of your operations:

Owners and/or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:

- a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
- b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and/or lessor of the premises;

c. This insurance does not apply to liability of the owners and/or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to any negligence of such additional insured.

Sponsors

Co-Promoters

Any individual person(s) or organization(s) listed below:

The City of National City, its officials, agents, employees and volunteers
Management Department
1243 National City Boulevard
National City, CA 91950

_____/_____
AUTHORIZED REPRESENTATIVE DATE

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

SPONSORING ORGANIZATION: Curebound Inc., Padres Pedal the Cause
EVENT: Padres Pedal the Cause
DATE OF EVENT: April 7, 2024

APPROVALS:

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

CONDITIONS OF APPROVAL:

RISK MANAGER (619) 336-4370

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

- The applicant has provided all the required type and level of coverage.
- American Medical Response must provide a valid Certificate of Liability Insurance copy.
- American Medical Response must each provide a separate additional insured endorsement wherein it notes the additional insured as “The City of National City, its officials, agents, employees, and volunteers.”
- The insurance policy has a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) for each occurrence and \$2,000,000.00 (TWO MILLION DOLLARS) in aggregate that would cover the date and location of the event.
- The insurance company issuing the insurance policy has an A.M. Best’s Guide Rating of A: VII; the insurance company is a California-admitted company.
- The Certificate Holder must reflect:

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

It should be noted that the Indemnification and Hold Harmless Agreement was properly executed by the applicant when the Special Event Application was submitted. Also, the applicant has provided a Certificate of Liability Insurance as to their interest.

PUBLIC WORKS (619)366-4580

No involvement

POLICE DEPARTMENT

Police Department has no comments other than officers will conduct extra patrols in the area during the event and monitor bicycle traffic.

ENGINEERING

No comments

COMMUNITY SERVICES

No comments received

FINANCE

No comments received

COMMUNITY DEVELOPMENT

Planning

No comments

Building

No comments received

Neighborhood Services

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

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

FIRE (619) 336-4550

No fees for this event

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

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



AGENDA REPORT

Department: Finance
Prepared by: Karla Apalategui, Sr. Accounting Assistant
Meeting Date: Tuesday, February 20, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Warrant Register #25 for the period of 12/15/23 through 12/21/23 in the amount of \$767,573.32

RECOMMENDATION:

Ratify Warrants Totaling \$767,573.32

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for the period 12/15/23 – 12/21/23. 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>
SDG&E	366635	\$95,909.41	Gas & Electric for Facilities for FY24
Project Professionals	366629	\$53,815.45	CIP 19-11 Paradise Creek Water Quality
Eagle Paving Co	366614	\$122,568.85	CIP 22-19 NC Streets Resurfacing
Public Emp Ret Syst	231221	\$324,555.97	Service Period 11/28/23 – 12/11/23

FINANCIAL STATEMENT:

Warrant total \$767,573.32

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:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A - Warrant Register No. 25



**WARRANT REGISTER # 25
12/21/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>CMO</u>				
ESENDENCIA	REIMBURSEMENT - WINTER PARTY	366615	12/18/23	108.75
OPERATION SAMAHAN INC	TABLE SPONSOR - OPERATION SAMAHAN	366626	12/18/23	2,500.00
PORTES	REIMBURSEMENT - DECORATIONS	366627	12/18/23	55.94
	Total for Department			2,664.69
<u>CAO</u>				
DEVANEY PATE MORRIS & CAMERON	LEGAL SERVICES/ CAO	366611	12/18/23	39,593.73
SHER EDLING LLP	LEGAL SERVICES	366637	12/18/23	1,402.00
THOMSON REUTERS WEST	SUBSCRIPTIONS	366644	12/18/23	607.47
	Total for Department			41,603.20
<u>Community Services/Nutrition/Library</u>				
ALDEMCO	RFW FOOD FOR CASA YOUTH CENTER EVENT 12.	366602	12/18/23	295.91
HERNANDEZ	RFW CONTRACT INSTRUCTOR PAYMENT WINTER T	366619	12/18/23	108.50
JURADO	RFW EMPLOYEE REIMBURSEMENT	366621	12/18/23	135.39
LASER SAVER INC	MOP 45725 TONER CARTRIDGES FOR CAMACHO R	366622	12/18/23	319.51
MARTINEZ- PINA	CITY EMPLOYEE REIMBURSEMENT / KIMBALL HOLIDAY	366624	12/18/23	82.71
SMART & FINAL	MOP 45756 AGE FRIENDLY DANCE SUPPLIES	366639	12/18/23	400.68
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES FY24/CSD	366642	12/18/23	37.39
T'S & SIGNS INC	WINTER NOVEMBER CITY GUIDE 300 QTY	366645	12/18/23	1,517.06
	Total for Department			2,897.15
<u>Engineering / PW's</u>				
BOOT WORLD	MOP 64096 SAFETY WEARING APPAREL FY24-PW	366606	12/18/23	313.16
CALIFORNIA ELECTRIC SUPPLY	MOP 45698 ELECTRIC SUPPLIES FY24-PW/FACI	366607	12/18/23	691.37
GRAINGER	MOP 65179 BUILDING SUPPLIES FY24-PW/FACI	366618	12/18/23	1,534.22
NATIONAL CITY TROPHY	MOP 66556 GENERAL SUPPLIES FY24-PW/FACIL	366625	12/18/23	118.81
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FACIL	366628	12/18/23	1,634.10
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES FY24-PW/PARKS	366630	12/18/23	98.76
SDG&E	GAS AND ELECTRIC FOR FACILITIES FOR FY24	366635	12/18/23	95,909.41
SDG&E	GAS AND ELECTRIC FOR FACILITIES FOR FY24	366636	12/18/23	2,300.40
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES FY24-PW/PAR	366638	12/18/23	1,654.33
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES FY24-PW/ENG	366642	12/18/23	361.92
ANSER ADVISORY MANAGEMENT, LLC	CIP 23-7 WASTEWATER TAX ROLL UPDATE- ENG	366603	12/18/23	1,695.00
ATLAS TECHNICAL CONSULTANTS,	CIP 19-20 SWEETWATER RD BIKEWAY- ENG/PW	366604	12/18/23	33,096.50
CHEN RYAN ASSOCIATES INC	PRO SERVICES RENDERED- ENG/PW	366609	12/18/23	5,665.00
PROJECT PROFESSIONALS CORP	CIP 19-11 PARADISE CRK WATER QUALITY- EN	366629	12/18/23	53,815.45
SOLANA CENTER	SUPPORT SERVICES UNDER RSWA AMNDMNT- ENG	366640	12/18/23	1,639.00
ATLAS TECHNICAL CONSULTANTS,	PARADISE CREEK WATER QUALITY AND COMMUNI	366605	12/18/23	537.00
E & H GENERAL CONTRACTING INC	CIP 22-06 MLK COMMUNITY CENTER - ENG/PW	366613	12/18/23	8,633.25
EAGLE PAVING COMPANY INC	CIP 22-19 NC STREET RESURFACING FY21/22	366614	12/18/23	122,568.85
STC TRAFFIC INC	TRAFFIC SIGNAL SUPPORT SERVICES - ENG/PW	366643	12/18/23	16,490.46
WRIGHT CONSTRUCTION	CIP 19-35 PARADISE CREEK MIKTIGATION AT	366646	12/18/23	23,980.24



**WARRANT REGISTER # 25
12/21/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
			Total for Department	372,737.23
<u>Human Resources</u>				
CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICALS	366610	12/18/23	1,178.00
DUPLESSIS	MILEAGE REIMBURSEMENT	366612	12/18/23	28.69
GOVERNMENT TRAINING AGENCY	SUPERVISOR ACADEMY	366617	12/18/23	9,899.00
LORONA	LICENSE REIMBURSEMENT	366623	12/18/23	85.00
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES FY24-HR	366642	12/18/23	322.17
			Total for Department	11,512.86
<u>NSD</u>				
SOTO	REIMBURSEMENT SOTO / NSD	366641	12/18/23	126.98
			Total for Department	126.98
<u>Police</u>				
GONZALES	REIMB: CI / PERKINS OP FUND / INVESTIGATION	366616	12/18/23	1,452.00
SAKAMOTO	REIMB: THREAT ASSESSMENT ASSOCIATION	366633	12/18/23	215.00
CALIFORNIA NARCOTIC	TRAINING TUITION FTO ANDERSON	366608	12/18/23	1,350.00
INTEGRATED TACTICAL CONCEPTS,	TRAINING SWAT ACADMY HAWK MORRISON WADSW	366620	12/18/23	5,100.00
RIO HONDO COLLEGE	TRAINING FTO TUITION ANDERSON	366631	12/18/23	89.00
RIVERSIDE SHERIFF'S DEPT	TRAINING TUITION FIREARMS DEPASCLE	366632	12/18/23	694.00
SD COUNTY POLICE CHIEF'S	TRAINING TRI CNTY CHF TUITION	366634	12/18/23	300.00
			Total for Department	9,200.00
			A/P Total	440,742.11
WIRED PAYMENTS				
<u>MIS</u>				
U S BANK	US BANK CARD FY24	283366	12/15/23	2,275.24
<u>Finance</u>				
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 11/28/23 - 12/11/23	231221	12/21/23	324,555.97
			GRAND TOTAL	<u>767,573.32</u>



AGENDA REPORT

Department: Finance
Prepared by: Karla Apalategui, Sr. Accounting Assistant
Meeting Date: Tuesday, February 20, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Warrant Register #26 for the period of 12/22/23 through 12/28/23 in the amount of \$1,437,103.49

RECOMMENDATION:

Ratify Warrants Totaling \$1,437,103.49

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for the period 12/22/23 – 12/28/23. 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>
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No warrants except for payroll for this period

FINANCIAL STATEMENT:

Warrants total \$1,437,103.49

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:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A - Warrant Register No. 26



WARRANT REGISTER # 26
12/28/2023

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
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NO WARRANTS FOR THIS PERIOD

A/P Total 0.00

PAYROLL

Pay period	Start Date	End Date	Check Date	
26	11/28/2023	12/123	12/20/2023	1,437,103.49

GRAND TOTAL 1,437,103.49



AGENDA REPORT

Department: Finance
Prepared by: Karla Apalategui, Sr. Accounting Assistant
Meeting Date: Tuesday, February 20, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Warrant Register #27 for the period of 12/29/23 through 1/04/24 in the amount of \$1,720,260.63

RECOMMENDATION:

Ratify Warrants Totaling \$1,720,260.63

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for the period 12/29/23 – 1/04/24. 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>
Health Net Inc	366753	\$69,670.32	Grp# R1192A – Jan 2024
Adminsure Inc	3692	\$80,028.89	WC’s Replenishment - Dec

FINANCIAL STATEMENT:

Warrant total \$1,720,260.63

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:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Warrant Register No. 27



**WARRANT REGISTER # 27
1/4/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Community Services/Nutrition/Library</u>				
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	366771	1/4/24	5,061.44
		Total for Department		5,061.44
<u>Engineering / PW's</u>				
CITY OF SAN DIEGO	MUNICIPAL SEWER TRANSPORTATION- FY24	366738	1/4/24	1,322.97
		Total for Department		1,322.97
<u>Finance</u>				
BRINK'S INCORPORATED	TRANSPORTATION - BILLING PERIOD 12/01/23	366736	1/4/24	561.56
HINDERLITER DE LLAMAS	CONTRACT SERVICES PROPERTY TAX OCTOBER-	366757	1/4/24	3,902.52
MENDOZA	RETIREE HEALTH BENEFITS - DEC 2023	366759	1/4/24	290.00
TELLEZ	RETIREE HEALTH BENEFITS - DEC 2023	366772	1/4/24	700.00
THE BANK OF NEW YORK MELLON	CUSTODIAN FEE - PERIOD 07/01/23 TO 09/30	366773	1/4/24	1,875.00
THE NYHART COMPANY	FY2023 INTERIM GASB REPORT	366774	1/4/24	2,050.00
WOODRUFF & SMART	RSWA - GENERAL MANAGER MONTHLY INVOICE	366776	1/4/24	6,500.00
BAVENCOFF JR	RETIREE HEALTH BENEFITS - JAN 2024	366647	1/2/24	500.00
BEARD	RETIREE HEALTH BENEFITS - JAN 2024	366648	1/2/24	70.00
BECK	RETIREE HEALTH BENEFITS - JAN 2024	366649	1/2/24	140.00
BEVERIDGE	RETIREE HEALTH BENEFITS - JAN 2024	366650	1/2/24	640.00
BISHOP	RETIREE HEALTH BENEFITS - JAN 2024	366651	1/2/24	110.00
BOEGLER	RETIREE HEALTH BENEFITS - JAN 2024	366652	1/2/24	260.00
BULL	RETIREE HEALTH BENEFITS - JAN 2024	366653	1/2/24	580.00
CAMEON	RETIREE HEALTH BENEFITS - JAN 2024	366654	1/2/24	400.00
CANEDO	RETIREE HEALTH BENEFITS - JAN 2024	366655	1/2/24	620.00
CASTELLANOS	RETIREE HEALTH BENEFITS - JAN 2024	366656	1/2/24	500.00
CESNAUSKAS	RETIREE HEALTH BENEFITS - JAN 2024	366657	1/2/24	400.00
CHELIUS	RETIREE HEALTH BENEFITS - JAN 2024	366658	1/2/24	440.00
COLE	RETIREE HEALTH BENEFITS - JAN 2024	366659	1/2/24	165.00
COLLINSON	RETIREE HEALTH BENEFITS - JAN 2024	366660	1/2/24	420.00
CONDON	RETIREE HEALTH BENEFITS - JAN 2024	366661	1/2/24	280.00
CORDERO	RETIREE HEALTH BENEFITS - JAN 2024	366662	1/2/24	520.00
DALLA	RETIREE HEALTH BENEFITS - JAN 2024	366663	1/2/24	900.00
DANESHFAR	RETIREE HEALTH BENEFITS - JAN 2024	366664	1/2/24	250.00
DEESE	RETIREE HEALTH BENEFITS - JAN 2024	366665	1/2/24	660.00
DESROCHERS	RETIREE HEALTH BENEFITS - JAN 2024	366666	1/2/24	110.00
DIAZ	RETIREE HEALTH BENEFITS - JAN 2024	366667	1/2/24	680.00
DREDGE	RETIREE HEALTH BENEFITS - JAN 2024	366668	1/2/24	250.00
DUONG	RETIREE HEALTH BENEFITS - JAN 2024	366669	1/2/24	280.00
EISER III	RETIREE HEALTH BENEFITS - JAN 2024	366670	1/2/24	250.00
ESPIRITU	RETIREE HEALTH BENEFITS - JAN 2024	366671	1/2/24	620.00
ETZLER	RETIREE HEALTH BENEFITS - JAN 2024	366672	1/2/24	460.00
FABINSKI	RETIREE HEALTH BENEFITS - JAN 2024	366673	1/2/24	220.00
FELIX	RETIREE HEALTH BENEFITS - JAN 2024	366674	1/2/24	400.00
FERNANDEZ	RETIREE HEALTH BENEFITS - JAN 2024	366675	1/2/24	270.00



WARRANT REGISTER # 27
1/4/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
FIFIELD	RETIREE HEALTH BENEFITS - JAN 2024	366676	1/2/24	540.00
GAUT	RETIREE HEALTH BENEFITS - JAN 2024	366677	1/2/24	700.00
GELSKEY	RETIREE HEALTH BENEFITS - JAN 2024	366678	1/2/24	115.00
GIBBS JR	RETIREE HEALTH BENEFITS - JAN 2024	366679	1/2/24	120.00
GONZALES	RETIREE HEALTH BENEFITS - JAN 2024	366680	1/2/24	480.00
HARLAN	RETIREE HEALTH BENEFITS - JAN 2024	366681	1/2/24	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - JAN 2024	366682	1/2/24	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - JAN 2024	366683	1/2/24	680.00
HERNANDEZ	RETIREE HEALTH BENEFITS - JAN 2024	366684	1/2/24	400.00
HODGES	RETIREE HEALTH BENEFITS - JAN 2024	366685	1/2/24	200.00
IBARRA	RETIREE HEALTH BENEFITS - JAN 2024	366686	1/2/24	780.00
JASMUND	RETIREE HEALTH BENEFITS - JAN 2024	366687	1/2/24	680.00
JONES	RETIREE HEALTH BENEFITS - JAN 2024	366688	1/2/24	60.00
JONES	RETIREE HEALTH BENEFITS - JAN 2024	366689	1/2/24	480.00
JUNIEL	RETIREE HEALTH BENEFITS - JAN 2024	366690	1/2/24	50.00
KIMBLE	RETIREE HEALTH BENEFITS - JAN 2024	366691	1/2/24	300.00
KLOS	RETIREE HEALTH BENEFITS - JAN 2024	366692	1/2/24	480.00
LAFRENIERE	RETIREE HEALTH BENEFITS - JAN 2024	366693	1/2/24	660.00
LIMFUECO	RETIREE HEALTH BENEFITS - JAN 2024	366694	1/2/24	160.00
MATIENZO	RETIREE HEALTH BENEFITS - JAN 2024	366695	1/2/24	100.00
MCCABE	RETIREE HEALTH BENEFITS - JAN 2024	366696	1/2/24	280.00
MCDANIEL	RETIREE HEALTH BENEFITS - JAN 2024	366697	1/2/24	290.00
MEEKS	RETIREE HEALTH BENEFITS - JAN 2024	366698	1/2/24	460.00
MINER	RETIREE HEALTH BENEFITS - JAN 2024	366699	1/2/24	580.00
MUNOZ	RETIREE HEALTH BENEFITS - JAN 2024	366700	1/2/24	640.00
NAGLE	RETIREE HEALTH BENEFITS - JAN 2024	366701	1/2/24	460.00
NOTEWARE	RETIREE HEALTH BENEFITS - JAN 2024	366702	1/2/24	120.00
OLIVERIA	RETIREE HEALTH BENEFITS - JAN 2024	366703	1/2/24	360.00
PARRA	RETIREE HEALTH BENEFITS - JAN 2024	366704	1/2/24	400.00
PAUU JR	RETIREE HEALTH BENEFITS - JAN 2024	366705	1/2/24	340.00
PE	RETIREE HEALTH BENEFITS - JAN 2024	366706	1/2/24	300.00
PEASE JR	RETIREE HEALTH BENEFITS - JAN 2024	366707	1/2/24	140.00
POST	RETIREE HEALTH BENEFITS - JAN 2024	366708	1/2/24	280.00
RAY	RETIREE HEALTH BENEFITS - JAN 2024	366709	1/2/24	190.00
REDIKOP	RETIREE HEALTH BENEFITS - JAN 2024	366710	1/2/24	400.00
RIOS	RETIREE HEALTH BENEFITS - JAN 2024	366711	1/2/24	240.00
ROARK	RETIREE HEALTH BENEFITS - JAN 2024	366712	1/2/24	135.00
RODRIGUEZ	RETIREE HEALTH BENEFITS - JAN 2024	366713	1/2/24	260.00
ROUSTON	RETIREE HEALTH BENEFITS - JAN 2024	366714	1/2/24	660.00
RUIZ	RETIREE HEALTH BENEFITS - JAN 2024	366715	1/2/24	310.00
SAINZ	RETIREE HEALTH BENEFITS - JAN 2024	366716	1/2/24	300.00
SANCHEZ	RETIREE HEALTH BENEFITS - JAN 2024	366717	1/2/24	330.00
SERVATIUS	RETIREE HEALTH BENEFITS - JAN 2024	366718	1/2/24	340.00
SHEPHARD	RETIREE HEALTH BENEFITS - JAN 2024	366719	1/2/24	440.00
SHOEMAKER	RETIREE HEALTH BENEFITS - JAN 2024	366720	1/2/24	480.00
SILVA	RETIREE HEALTH BENEFITS - JAN 2024	366721	1/2/24	580.00
SMITH	RETIREE HEALTH BENEFITS - JAN 2024	366722	1/2/24	320.00
SMITH	RETIREE HEALTH BENEFITS - JAN 2024	366723	1/2/24	560.00



**WARRANT REGISTER # 27
1/4/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
TELLEZ	RETIREE HEALTH BENEFITS - JAN 2024	366724	1/2/24	700.00
TIPTON	RETIREE HEALTH BENEFITS - JAN 2024	366725	1/2/24	250.00
UNGAB	RETIREE HEALTH BENEFITS - JAN 2024	366726	1/2/24	600.00
VILLAGOMEZ	RETIREE HEALTH BENEFITS - JAN 2024	366727	1/2/24	480.00
VILLARIASA	RETIREE HEALTH BENEFITS - JAN 2024	366728	1/2/24	480.00
WHITE	RETIREE HEALTH BENEFITS - JAN 2024	366729	1/2/24	230.00
WILKINS	RETIREE HEALTH BENEFITS - JAN 2024	366730	1/2/24	520.00
YBARRA	RETIREE HEALTH BENEFITS - JAN 2024	366731	1/2/24	220.00
YOUNG	RETIREE HEALTH BENEFITS - JAN 2024	366732	1/2/24	560.00
CHELIUS	RETIREE HEALTH BENEFITS - JAN 2024	366737	1/4/24	20.00
DELTA DENTAL INSURANCE CO	JAN 2024 - GRP# 05-7029600000	366739	1/4/24	1,934.30
DELTA DENTAL INSURANCE CO	JAN 2024 - GRP# 05-7029600002	366740	1/4/24	142.11
DELTA DENTAL OF CALIFORNIA	JAN 2024 - GRP# 05-0908600000	366741	1/4/24	16,496.07
HEALTH NET	GPR# N8239A - JAN 2024	366749	1/4/24	2,894.14
HEALTH NET	GRP# N82404A - JAN 2024	366750	1/4/24	2,019.15
HEALTH NET	GRP# N8239C - JAN 2024	366751	1/4/24	1,734.94
HEALTH NET	GRP# R1192R - JAN 2024	366752	1/4/24	923.49
HEALTH NET INC	GRP# R1192A - JAN 2024	366753	1/4/24	69,670.32
HEALTH NET INC	GRP# GX011A - JAN 2024	366754	1/4/24	29,953.56
HEALTH NET INC	GRP# LB439A - JAN 2024	366755	1/4/24	20,474.36
HEALTH NET INC	GRP# LB439F - JAN 2024	366756	1/4/24	774.98
RELIANCE STANDARD	JAN24 - GRP VA1826233/VC1801146/VG180848	366765	1/4/24	3,753.61
SASI	FEES/ MONTHLY TRUST ACCOUNTING	366767	1/4/24	122.50
STAPLES BUSINESS ADVANTAGE	MOP 45704. OFFICE SUPPLIES / FINANCE	366769	1/4/24	261.89
Total for Department				200,669.50
<u>MIS</u>				
SHARP ELECTRONICS CORPORATION	SHARP FY24	366768	1/4/24	1,936.02
Total for Department				1,936.02
<u>NSD</u>				
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SVC/ NSD	366763	1/4/24	110.25
STAPLES BUSINESS ADVANTAGE	MOP 45704. OFFICE SUPPLIES / NSD	366769	1/4/24	240.16
Total for Department				350.41
<u>Police</u>				
ACADEMI TRAINING CENTER LLC	DECEMBER TRAINING SHOOT	366733	1/4/24	2,061.66
ACE UNIFORMS & ACCESSORIES INC	HAWK SWAT UNIFORM	366734	1/4/24	86.20
AEP CALIFORNIA LLC	BED COVERS FOR UC VEHICLES	366735	1/4/24	14,948.68
DEPT OF JUSTICE	DOJ FINGERPRINTING	366742	1/4/24	486.00
EXPERIAN	CREDIT CHECKS NOVEMBER	366743	1/4/24	27.24
FON JON PET CARE CENTER	BAUTISTA & EVANS K9 FOOD	366744	1/4/24	366.35
MAN K9 INC	MONTHLY CANINE TRAINING	366758	1/4/24	1,520.00
PC SPECIALISTS INC	MISC MIS EQUIP	366761	1/4/24	213.04
PROFORCE LAW ENFORCEMENT	SMOKE AND SMOKELESS SPONGE ROUNDS	366762	1/4/24	3,971.55



**WARRANT REGISTER # 27
1/4/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
RADY CHILDREN'S HOSPITAL SAN D	SEXUAL ABUSE TESTS	366764	1/4/24	5,150.00
S D COUNTY SHERIFF'S DEPT	RANGE USE 2 OF 2 OCTOBER	366766	1/4/24	1,500.00
SYMBOLARTS, LLC	BADGES	366770	1/4/24	422.27
VCA EMERGENCY ANIMAL HOSPITAL	EMERGENCY VET CARE	366775	1/4/24	437.02
GLOBAL ASSETS INEGRATED LLC	TRAINING BREACHER MMBTH MORRISON	366745	1/4/24	1,585.00
GLOBAL ASSETS INEGRATED LLC	TRAINING MMBTH BREACHER SPORTELLI	366746	1/4/24	1,585.00
GLOBAL ASSETS INEGRATED LLC	TRAINING MMBTH BREACHER FOR BERNAL	366747	1/4/24	1,585.00
GLOBAL ASSETS INEGRATED LLC	TRAINING MMBTH BREACHER FOR WADSWORTH	366748	1/4/24	1,585.00
NBISS	TRAINING TUITION BCKGRD INV SPRNGR RMRZ	366760	1/4/24	780.00
ESTABROOK JR	TRAINING ADV POST SUB SUPERVISRY	366777	1/4/24	1,348.30
			Total for Department	39,658.31
			A/P Total	248,998.65
WIRED PAYMENTS				
<u>Engineering / PW's</u>				
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET FY24 DEC 2023- PW/EQ	915460	1/4/24	37,514.21
U S BANK	US BANK DECEMBER 2023- ENG/PW	714290	1/4/24	500.00
<u>Human Resources</u>				
ADMINSURE INC	WORKERS' COMPENSATION REPLENISHMENT - DEC	3692	1/4/24	80,028.89
SECTION 8 HAPS	Start Date	End Date		
	1/2/2024	1/2/2024		1,353,218.88
		GRAND TOTAL		<u>1,720,260.63</u>



AGENDA REPORT

Department: Planning
Prepared by: Martin Reeder, AICP – Planning Manager
Meeting Date: Tuesday, February 20, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Adoption of an Ordinance amending Section 18.060.10 of Title 18 (Zoning) of the National City Municipal Code related to the measurement of height for new structures.

RECOMMENDATION:

Adopt the Ordinance

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

The Planning Commission recommended adoption of the Ordinance.

EXPLANATION:

Background

Section 18.10.060 of the Land Use Code (Zoning Ordinance) regulates “Rules of Measurement”. This includes how to calculate fractions (e.g. for parking spaces), distance, height, lot width and depth, and floor area (among others). Subsection (E) deals specifically with measuring height.

Generally, height is defined as “the vertical distance from the highest point of any structure to the ground level directly below”. For sloped lots, this measurement is taken from any point along the perimeter walls. On lots with significant slopes, this definition results in the need to “step” buildings. This form of construction is significantly more expensive to produce and prevents medium-sized lots with an irregular shape or significant topography from developing to a reasonable potential, thus stymying mixed-use or residential development in certain cases. While the Zone Variance process would traditionally cover this scenario (hardship based on the size, shape, or topography of the lot), using the average grade definition would allow more projects without the need for this extra discretionary step, thus allowing for more affordable housing units to be constructed.

Proposal

Rather than a strict measurement from the highest portion of a building at any point along its perimeter, staff is suggesting using an “average grade” measurement, which allows the measurement to be taken from the average grade, rather than the point opposite the tallest point of the building, as is the case currently.

In the case of a regularly-shaped lot with little topography, there will likely be no change to the current standards. However, with the incentives now granted by the state, including limitations on minimum parking requirements, lots previously not economically feasible to develop can now be developed, such as those of irregular shape and/or those with significant slopes.

The pertinent portions of Section 18.10.060 (E) currently read as follows:

E. Measuring Height.

1. General. Height shall be considered the vertical distance from the highest point of any structure to the ground level directly below, except as otherwise provided in this section.
2. Measuring Building Height on Sloped Lots. Height shall be measured from any point on top of the building to a line directly below which connects to opposite perimeter walls, or other perimeter support systems, at the lower of natural or finished grade. All parts of a building, except for allowed projections specifically listed in this Land Use Code, shall comply with maximum height limits.

Staff is suggesting the following changes:

E. Measuring Height.

1. General. Height shall be considered the vertical distance from the highest point of any structure to the ground level directly below, except as otherwise provided in this section. **On sloped lots, the height shall be measured from the average elevation of the finished grade around the perimeter of the building to the highest point of the structure.**
2. ~~Measuring Building Height on Sloped Lots. Height shall be measured from any point on top of the building to a line directly below which connects to opposite perimeter walls, or other perimeter support systems, at the lower of natural or finished grade. All parts of a building, except for allowed projections specifically listed in this Land Use Code, shall comply with maximum height limits.~~

Previous Action

The City Council held a public hearing at their meeting of February 6, 2024 and introduced the Ordinance. Staff is recommending adoption of the Ordinance tonight. The Code Amendment would then take effect 30 days from the date of adoption.

FINANCIAL STATEMENT:

Not Applicable

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:

Second Reading

EXHIBIT:

Exhibit A – Ordinance

ORDINANCE NO. 2024 –

AN ORDINANCE OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING SECTION 18.10.060 OF 18 (ZONING) OF THE NATIONAL CITY MUNICIPAL CODE RELATED TO THE MEASUREMENT OF HEIGHT FOR NEW STRUCTURES.

WHEREAS, the City of National City (the “City”), pursuant to the police powers delegated to it by the California Constitution, has the authority to enact or amend laws which promote the public health, safety, and general welfare of its residents; and

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code; and

WHEREAS, on December 4, 2023, a noticed public hearing was held by the Planning Commission, and all persons interested were given the opportunity to appear and be heard before the National City Planning Commission; and

WHEREAS, the Planning Commission regularly and duly certified its report to the City Council of National City and has recommended approval of amending NCMC Title 18; and

WHEREAS, pursuant to a published 10-day notice of the adoption of said ordinance, a public hearing was held by the City Council on February 6, 2024, and at said public hearing, all persons interested were given the opportunity to appear and be heard before the City Council.

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

Section 1: That Title 18, Section 18.10.060 (E) (Measuring Height) is hereby amended to read as follows:

E. Measuring Height.

1. **General.** Height shall be considered the vertical distance from the highest point of any structure to the ground level directly below, except as otherwise provided in this section. On sloped lots, the height shall be measured from the average elevation of the finished grade around the perimeter of the building to the highest point of the structure.
2. **Measuring the Height of Buildings Located Near Retaining Walls.** If any portion of a building lies within the setback area of a lot and the base of the retaining wall is at a lower elevation than the building, the height of the building shall be calculated from the base of the retaining wall (at the lower of natural or finished grade) rather than from the base of the building wall.

3. Measuring the Height of Combined Fences and Retaining Walls. When a fence is constructed on top of or within one foot of the face of an above-ground retaining wall, and located in a required yard, the height of the fence shall be measured from the top of the fence to the midpoint height of the retaining wall.

Section 2: This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the City Council voting for and against the same in the Star News, a newspaper of general circulation published in the County of San Diego, California

Section 3: The City Clerk shall certify to the adoption of this Ordinance and shall publish in accordance with the law.

INTRODUCED at the Regular Meeting of the City Council of the City of National City, held on this February 6, 2024.

PASSED and ADOPTED this 20th day of February, 2024.

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, February 20, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Discussion and Direction Regarding a Temporary Local Emergency Ordinance Prohibiting Evictions and Rental Increases, Providing Relocation Assistance, and a Right to Return During the Local Emergency Related to the Recent Floods.

RECOMMENDATION:

1. Direct Staff to prepare a Local Emergency Ordinance with specific provisions; or
2. Delay any action pending further action by the County of San Diego.
3. Take no action and rely on the existing County of San Diego Ordinance

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

On January 29, 2024 the City Council ratified the Proclamation of the Existence of a Local Emergency by the Emergency Services Director.

EXPLANATION:

On Monday, January 22, 2024, residents of San Diego County experienced an event referred to as the 1,000 year storm. Cities around the County experienced rainfall of over 3 inches in a single 24 hour period, a total that exceeds that of an average wet month and rivals the rainfall needed to spur a 100-year flood.

On Tuesday, January 23, 2024, the Governor of the State of California issued a Proclamation of a State of Emergency for San Diego County due to the historic rainfall experienced. The County of San Diego also issued a similar proclamation. On Thursday, January 25, 2024 the City Manager, as Emergency Services Director, issued a Proclamation of Local Emergency. The City Council ratified the proclamation on January 29, 2024.

On January 30, 2024, the County of San Diego adopted an emergency ordinance prohibiting residential evictions without just cause and enacting a delay on certain residential rent increases (Exhibit "A"). Councilmember Rodriguez submitted a Policy 105 request for consideration of adopting a local ordinance prohibiting evictions in addition to limiting rental increases and providing relocation benefits. This Agenda Report has been prepared in response to this Policy 105 request.

County of San Diego Ordinance

The County of San Diego's Ordinance included the following provisions:

- 1) *Prohibition of Residential Evictions Without Just Cause*
No landlord can evict or require a Tenant to vacate a residential unit without just cause. "Just Cause" requires a showing that the Tenant is an imminent health or safety threat.

This protection applies to tenants who are within a Flood Affected Area¹ and have suffered economic loss of any sort caused by the flood. The ordinance does not prohibit the temporary relocation of a tenant in order to accomplish any necessary repairs.

2) *Relocation*

The ordinance references relocation but does not provide any specific requirements for relocation benefits. In essence, the ordinance does not prohibit a landlord from relocating a Tenant temporarily *in compliance with all state and local laws including those requiring relocation assistance*, if needed to fix damage caused by the Flood. Additionally, the ordinance states that it is not intended to supersede any applicable requirements in Civil Code section 1946.2 pertaining to relocation or rent waiver.²

3) *Delay of Residential Rent Increases*

The ordinance prohibits a landlord from increasing a tenant's rent by any amount greater than the CPI for the previous year. Under this ordinance a tenant is not specifically entitled to return to the unit in the event of the need for temporary repairs nor is the tenant provided a right to return under the same rent.

DISCUSSION

The City can enact an ordinance that provides stronger protections for tenants affected by the flood than those provided in the County's Ordinance. Specific to this Policy 105 request the following additional protections were to be discussed:

1) Temporary/Permanent Relocation Benefits

As discussed above the County Ordinance does not specifically address the issue of relocation benefits for tenants either temporarily or permanently displaced by the flood. Under State law relocation benefits are provided in the case of a "no-fault just cause" eviction under Civil Code section 1946.2. These relocation benefits are either one month rental payment or waiver of the final month of tenancy. Health and Safety Code section 17975.2 requires two months of fair market rent as relocation benefits in the event a tenant is displaced due to uninhabitability of a residential unit. In both of these cases the tenant's tenancy is terminated and there is no specific right of the tenant to return to the unit.

It should also be noted that in those cases where relocation benefits are required to be paid by the landlord, it is generally in the context of the landlord being responsible for the circumstances creating the need to vacate the unit. Where the circumstances are not due to the fault of the landlord, relocation benefits are minimized or not required.

Should the Council wish to include specific relocation requirements, it should consider the following factors:

- Length of time of the temporary relocation.
- Obligation of the Tenant to pay rent during the relocation if relocation benefits are provided.
- Amount of relocation benefit (Should it be based on rental amount or hotel/motel rates?).
- Whether relocation requirement is triggered if the relocation was necessitated by a natural event beyond the control of the landlord.

¹ National City is included as a Flood Affected Area.

² Civil Code section 1946.2 requires a landlord in the case of a "no-fault just cause" eviction to provide either one month's relocation benefit or waive the payment of rent for the final month of tenancy.

2) Rent Increases

The County's Ordinance limits the increases in rent allowed during the emergency period. The State's anti-gouging statute (California Penal Code section 396(e)) prohibits an increase in rent greater than 10%. It has been suggested that the local ordinance prohibit any rent increase during the emergency period. Any rent cap should take in to account the financial impact to the landlord to insure that they are not precluded a reasonable return on their investment.

3) Tenant Right to Return

The County's Ordinance prohibits evictions or requiring a Tenant to vacate the residential unit. However, it does not prohibit the relocation of a Tenant temporarily for the purpose of repairing damage caused by the flood. It requires the landlord to comply with all state and local laws requiring relocation assistance³. In light of the fact that the County Ordinance prohibits evictions it would seem reasonable to consider providing a tenant with a right of first refusal to return to their unit upon completion of repairs. This is especially true given the difficulty in finding permanent affordable housing.

Should the Council want to consider providing a right of first refusal, the ordinance should include a procedural frame work for providing notice to the tenant of the right of first refusal and of the availability of the unit after repairs are complete. Additionally, the ordinance should include an obligation on the landlord to complete repairs in a timely manner and a requirement that the tenant respond promptly when they receive notice the unit is available.

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:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A – Ordinance No. 10887 County of San Diego

³ See earlier discussion of relocation benefits.

ORDINANCE NO. 10887 (N.S.)

AN URGENCY ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
SAN DIEGO EXERCISING THE COUNTY'S POLICE POWER TO PROHIBIT
RESIDENTIAL EVICTIONS WITHOUT JUST CAUSE AND TO ENACT
A DELAY ON CERTAIN RESIDENTIAL RENT INCREASES

The County of San Diego Board of Supervisors ordains as follows:

Section 1. Findings.

- (a) On Monday, January 22, 2024, the County of San Diego endured the fourth wettest day since 1850, with nearly three inches of rain deluging the County in a single day.
- (b) This atmospheric river or rainstorm (hereafter "the Flood") was serious enough that disaster preparedness experts refer to it as a "thousand-year storm."
- (c) The Flood left devastation in its wake. As a result of the flooding, the residents of San Diego County have had their lives upended as well as suffered property damage and economic hardship. Homes were damaged, businesses were unable to operate, and a large but presently unquantifiable number of people were displaced or stuck in uninhabitable dwellings. The full extent of the Flood effects are yet to be known.
- (d) As of the morning of January 27, 2024, at least three deaths were confirmed to have been caused by the Flood. As of that same date, there were over 2,500 damage reports totaling more than \$125,000,000 in damage to homes and personal property. In addition, the county-wide damage estimate for public infrastructure exceeded \$60,000,000. Because of the Flood's lasting effects, there is good reason to believe these figures are under-estimates of the real cost to San Diego County.
- (e) Numerous residents affected by the Flood have reported that landlords have failed to make necessary repairs to make their housing meet basic requirements of habitability, have demanded full rent despite uninhabitable conditions, and have evicted or threatened to evict tenants who have clearly suffered economic hardship because of the Flood.
- (f) In one example reported by local media, tenants at an apartment complex were given 10-days notice to relocate, and informed that relocation expenses would only be paid through the end of January, after which point their leases would be cancelled.
- (g) Economic hardship caused by the Flood may result from property damage, the need to take time off from work to address property damage and engage in property cleanup, the inability to get through flooded streets to get to work, and a variety of other negative effects from flooding.

- (h) On Tuesday, January 23, 2024, the County’s Interim Chief Administrative Officer declared a state of emergency which was ratified by the San Diego County Board of Supervisors on Wednesday January 24, 2024.
- (i) California Governor Gavin Newsom proclaimed a state of emergency in San Diego County because of the privations caused by the Flood on Tuesday January 23, 2024.
- (j) Tenants faced with the economic hardships resulting from the Flood are less able to pay rent than normal, exposing them to risk of eviction as a consequence of the Flood and its devastating effect on the local economy.
- (k) For this reason, it is necessary for a brief and limited period of time to provide protection to those tenants in areas devastated by the Flood from having an eviction exacerbate their economic hardship.
- (l) Further, as observed in the recent COVID pandemic, when landlords are prohibited from evicting tenants for nonpayment of rent, they have with some frequency resorted to alleged lease violations or other conduct-based allegations as a pretext to evict tenants whose economic situation would not let them pay rent as demanded by the landlord.
- (m) Without sufficient eviction protections, many tenants “self-evict” and move out even without adequate replacement housing, rather than face future legal eviction that could impact their ability to find new housing.
- (n) The County of San Diego is experiencing a severe housing affordability crisis and approximately forty-six percent of San Diego County housing units are occupied by renters, who would not be able to locate affordable housing within the County if they lose their housing.
- (o) In response to the housing affordability crisis, in 2019 Governor Newsom signed into law Assembly Bill 1482, a statewide response to the problem of rent gouging that further burdens tenants, some of whom cannot afford exorbitant rent increases and who might be at risk of self-evicting if faced with rent amounts that they can no longer pay.
- (p) On January 12, 2021, the San Diego County Board of Supervisors adopted a Resolution Declaring Racism as a Public Health Crisis.
- (q) The Flood offered new evidence to support this finding because many of the communities most devastated by the Flood were areas where lower income and Black, Indigenous, and persons of color (BIPOC) tenants reside.
- (r) This ordinance requires just cause for termination of a residential tenancy and provides additional tenant protections that are not prohibited by any other provision of law. The ordinance also serves justice and promotes racial equity for renters in the County of San

Diego, and preserves the public health and safety, which is threatened by the damage caused by the Flood, by keeping the residents of the County of San Diego housed.

- (s) This ordinance is necessary for the immediate preservation of the public peace, health, and safety as described in subdivision (d) of Government Code section 25123.
- (t) This Ordinance offers more protection to tenants than Civil Code section 1946.2, and this Ordinance is binding as required by Civil Code section 1946.2(g)(1)(B)(iii).

Section 2. Definitions.

- (a) "Change in CPI" means the percentage change from April 1 of the prior year to April 1 of the current year in the regional Consumer Price Index for the San Diego area, as published by the United States Bureau of Labor Statistics.
- (b) "Economic Loss" means reduced income, increased expenses, or other personal economic consequences directly or indirectly caused by the Flood, including, but not limited to, lost work hours, damage to a Tenant's property or to a Tenant's Residential Unit, or a need to relocate because of damage to a Tenant's Residential Unit or building. Economic Loss includes any loss caused by a Landlord in the course of improperly evicting or requiring the relocation of a Tenant.
- (c) "Flood Affected Area" refers only to areas that have been particularly devastated by the Flood. Specifically, the Flood Affected Area is limited to the following areas: All Residential Units located in the geographic boundaries of the following United States Postal (ZIP) Codes: 92113 (San Diego), 91977 (Spring Valley), 91950 (National City), 92114 (San Diego), 92102 (San Diego), 92115 (San Diego), 91945 (Lemon Grove), 92118 (Coronado), 92104 (San Diego), 92105 (San Diego), and 92111 (San Diego).
- (d) "Imminent health or safety threat" exists when an act or omission by a Tenant creates an immediate and serious threat to a person's health or safety, taking into account (1) any public health or safety risk caused by the eviction, and (2) all other remedies available to the landlord and other occupants of the property, against the nature and degree of health and safety risk posed by the tenant's activity. Acts or omissions of a Tenant responsive to the Flood (including but not limited to acts or omissions regarding leaving a Residential Unit for flood repairs) shall not constitute an imminent health or safety threat.
- (e) "Landlord" includes owners, lessors, or sublessors (of any level) of either residential rental property, and the agent, representative, or successor of any of the foregoing.
- (f) "Residential Unit" is a unit that is occupied by a tenant as their place of residence, including but not limited to apartments, houses, rooms, and residential hotels. A unit is considered a residential unit if it is used for residential occupation regardless of its permitting status. A Residential Unit must be in a Flood Affected Area.

- (g) "Tenant" includes a tenant, subtenant, lessee, sublessee (of any level), or any other person entitled to use or occupy residential property, including occupants who are holding over after the expiration of the term of a written or oral lease and current occupants who occupied the property with the current or prior consent of the property's landlord or a prior owner. This shall also include a prior homeowner residing in a residential unit post-foreclosure. However, the term "Tenant" only applies to a resident of a Flood Affected Area.

Section 3. Prohibition of Residential Evictions Without Just Cause.

- (a) For purposes of this section, "just cause" requires a showing that there is an imminent health or safety threat, as defined in Section 2 above.
- (b) This section does not apply to any eviction where a fully legally compliant notice of eviction has been served or an unlawful detainer action has been filed prior to January 22, 2024.
- (c) In the absence of just cause, no Landlord may lawfully terminate a residential tenancy and are therefore prohibited from engaging in any of the following behaviors with respect to a Tenant of a residential unit:
 - (1) Serve a notice of termination of tenancy on a Tenant who the Landlord (or any person or combination of persons within the definition of Landlord) knows or reasonably should have known has suffered Economic Loss of any sort caused by the Flood;
 - (2) File or serve an unlawful detainer lawsuit, ejectment action, or other action on a Tenant who the Landlord (or any person or combination of persons within the definition of Landlord) knows, or reasonably should know, has suffered Economic Loss of any sort caused by the Flood to recover possession of a Residential Unit;
 - (3) Evict a Tenant or require a Tenant to vacate a residential unit, including by seeking the entry of an eviction judgment or by causing or permitting a writ of possession to be executed, where the Landlord (or any person or combination of persons within the definition of Landlord) knows, or reasonably should know, has suffered Economic Loss of any sort caused by the Flood;
 - (4) Take any other action in reliance on a notice of termination of tenancy that expired or attempt to induce a tenant to vacate based on such a notice where the Landlord (or any person or combination of persons within the definition of Landlord) knows, or reasonably should know, has suffered Economic Loss of any sort caused by the Flood. Any such notice of termination of tenancy served or expiring from January 24, 2024 through the end of this ordinance's term shall be deemed invalid and insufficient to support an action in unlawful detainer; or

- (5) Represent to a Tenant who the Landlord (or any person or combination of persons within the definition of Landlord) knows, or reasonably should know, has suffered Economic Loss of any sort caused by the Flood that the Tenant is required to move out of their unit by law.
- (d) To the extent state law is more protective of a residential tenancy than this ordinance, those state law provisions shall apply to the residential tenancy as well. Nothing in this section shall be construed to supersede any applicable requirements in Civil Code section 1946.2 pertaining to relocation assistance or rent waiver.
- (e) No Landlord shall be permitted to recover possession of a rental unit or prevail in an unlawful detainer action unless the Landlord shows that (1) the Landlord provided notice of termination of tenancy and fully complied with all of the terms of this Section 3; (2) the lawsuit was served and filed complying with all terms of this section; and (3) unless justified by just cause, the Tenant has not suffered Economic Loss as a result of the Flood.
- (f) Nothing in this section shall be construed to reduce or eliminate a Landlord's duty to make a reasonable accommodation for disability in rules, policies, practices, or services that may be necessary to afford a person equal opportunity to use and enjoy a dwelling, including remedies such as the reinstatement of a terminated tenancy.
- (g) In addition to complying with any other applicable notice requirements under local, state, or federal law, any notice of termination of tenancy served on a Tenant with respect to a residential unit during the term of this ordinance shall include the reason for termination amounting to just cause or a different basis for eviction authorized under this ordinance and must set forth specific facts to permit a determination of the date, place, witnesses, and circumstances concerning the reason for eviction.
- (h) In order to prevail in an action to recover possession of a Residential Unit, a Landlord must prove strict compliance with all applicable notice requirements or any applicable portion of this ordinance.
- (i) Nothing in this ordinance prohibits or exempts a Landlord from any obligations to provide a Tenant a Residential Unit that complies with all statutory and common-law requirements for habitability. If a Tenant must be relocated from a unit to accomplish any necessary repairs, a Landlord must comply with all state law requirements regarding relocation assistance. Nothing in this ordinance prohibits a Landlord from relocating a Tenant temporarily, in compliance with all state and local laws including those requiring relocation assistance, if needed to fix damage caused by the Flood.
- (j) Nothing in this section may impose liability on any law enforcement personnel or their employer serving process or enforcing judgments.
- (k) Nothing in this ordinance shall relieve a Tenant of the obligation to pay rent, nor restrict a Landlord's ability to recover rent due, in accordance with state law.

Section 4. Delay of Residential Rent Increases.

- (a) During the term of this ordinance, no Landlord may increase a Tenant's rent by any amount greater than the CPI for the previous year.
- (b) Just cause, as defined in Section 3 of this ordinance, does not include a Tenant's failure to pay any increase in rent made during the term of this ordinance.
- (c) A residential real property that is exempt from the rent limits imposed by Civil Code section 1947.12 is exempt from this section.
- (d) This section does not apply when a unit lawfully becomes vacant and the Landlord sets the initial rent for a new tenancy for a new Tenant.
- (e) This section does not apply to any rent increase from taking effect for which notice was lawfully provided to a Tenant prior to January 22, 2024.

Section 5. No Waiver of Rights.

Any agreement to waive any rights under this ordinance, including a stipulation, settlement agreement, or lease agreement, shall be void as contrary to public policy.

Section 6. Remedies.

- (a) No Landlord shall be permitted to recover possession of a rental unit or prevail in an unlawful detainer action, ejectment action, or other action to recover possession of a residential unit unless the Landlord is able to prove strict compliance with any applicable provision of this ordinance, including all notice requirements. A Landlord's lack of strict compliance with the terms of subsection 3(g), and all other noncompliance constituting a fatal defect to the Landlord's case shall entitle a Tenant to judgment.
- (a) The provisions of this ordinance may be asserted as an affirmative defense in an unlawful detainer action, ejectment action, or any other action to recover possession of a residential unit.
- (b) If a Landlord attempts to recover possession or recovers possession of a residential real property in violation of this ordinance, retaliates against a Tenant for the exercise of any rights under this ordinance, or attempts to prevent a Tenant from acquiring any rights under this ordinance, the aggrieved Tenant may institute a civil proceeding for injunctive relief, money damages (including damages for mental or emotional distress as specified below), and all other relief the court deems appropriate. In the case of an award of damages for mental or emotional distress, said award shall only be trebled if the trier of fact finds that the Landlord acted in knowing violation of or in reckless disregard of this ordinance. The remedy available under this section shall be in addition to any other existing remedies which may be available to the Tenant under local, state or federal law.
- (c) The remedies provided by this ordinance are cumulative and in addition to any other

remedies available at law or in equity, including sanctions for violating an order issued pursuant to the Emergency Services Act (Government Code section 8550 et seq.) and all remedies provided for in Government Code section 25132 or for authorized for violations of the San Diego County Code of Regulatory Ordinances.

Section 7. Applicability.

- (a) Government Code section 8634 authorizes the Board of Supervisors to promulgate countywide orders and regulations necessary to provide for the protection of life and property during a local emergency. Pursuant to Government Code section 8634, the regulations in this ordinance shall apply to cities within the County of San Diego and unincorporated area of the county, subject to subsections (b) through (d) below.
- (b) If the governing body of a city has enacted an ordinance that has stronger protections for Tenants related to the Flood, the Tenant may apply the city ordinance in lieu of the county ordinance, to the extent the city's ordinance is stronger.
- (c) To the extent the city ordinance is not stronger, the county ordinance protecting Tenants shall apply despite contrary provisions or silence on the subject in the city ordinance.
- (d) This ordinance only applies to Tenants and Residential Units in Flood Affected Areas.

Section 8. Severability.

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Chapter. The Board of Supervisors hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional.

Section 9. Effective Date.

Pursuant to Government Code Section 25123, subdivision (d), this measure is declared to be an urgency ordinance, to take effect and be in force immediately upon its passage by 4 or more votes.

Section 10. Term of Ordinance

This ordinance shall remain effective for 60 days after its effective date. However, any action by a Landlord during the term of this ordinance in violation of this ordinance's provisions shall continue to be unlawful and subject to this ordinance's provisions after the ordinance's expiration.

APPROVED AS TO FORM AND LEGALITY
CLAUDIA G. SILVA, COUNTY COUNSEL
By: Caitlin Rae, Assistant County Counsel

PASSED, APPROVED, AND ADOPTED by the Board of Supervisors of the County of San Diego this 30th day of January 2024.



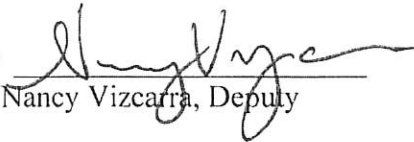
NORA VARGAS
Chair, Board of Supervisors
County of San Diego, State of California

The above Ordinance was adopted by the following vote:

AYES: Vargas, Lawson-Remer, Montgomery Steppe, Desmond
NOES: Anderson

ATTEST my hand and the seal of the Board of Supervisors this 30th day of January 2024.

ANDREW POTTER
Clerk of the Board of Supervisors

By 
Nancy Vizcarra, Deputy



Ordinance No.: 10887 (N.S.)
Meeting Date: 01/30/2024 (01)