



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.



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

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, May 7, 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 Proclamation - Professional Municipal Clerks Week - May 5-11, 2024	7
6.2 Proclamation - Asian Pacific American Heritage Month - May 2024	8
6.3 Proclamation - National Law Enforcement Appreciation Month - May 2024	9
6.4 Proclamation - South West Lodge No. 283 Day	10
6.5 Introduction of New City Employees	11
7. PRESENTATION (Limited to Five (5) Minutes each)	

8. INTERVIEWS AND APPOINTMENTS

Mayoral and City Council appointments to City Boards/Commission/Committees

- 8.1 Appointments: City Boards, Commissions and Committees – Mayoral Appointment for the Traffic Safety Committee.

12

Recommendation:

Mayoral Appointment with City Councilmembers’ Confirmation.

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

Per Government Code Section 53232.3(d) also known as AB1234: Members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

10. 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.

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

- 10.2 Acceptance of State Active Transportation Grant Funds for the Construction Phase of the Central Community Mobility Enhancements Project, CIP No. 19-23.

31

Recommendation:

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Authorizing the Establishment of an Appropriation of \$1,095,000 and a Corresponding Revenue Budget for the Construction Phase of the Central Community Mobility Enhancements Project, CIP 19-23, Reimbursable through the State Active Transportation Program approved by Caltrans; and 2) Committing to Providing a Local Match in the Amount of \$442,000.”

- 10.3 Agreements with Fozi Dwork and Modafferi, LLP and Burke, Williams and Sorensen, LLP for Legal Services in the Specialized Area of Litigation.

39

Recommendation:

Adopt the Resolution Entitled “Resolution of the City Council of the City of National City, California, Authorizing Agreements with the Law Firms of Fozi Dwork and Modafferi, LLP, and Burke, Williams and Sorensen, LLP for Legal Services in the Specialized Area of Litigation.”

10.4	Agreement with MDG Associates, LLC, for the HUD Five-Year Consolidated Plan and Related Documents	57
	<p>Recommendation: Adopt the Resolution Entitled "Resolution of the City Council of the City of National City, California, Authorizing an Agreement with MDG Associates, LLC, for the Development of the Consolidated Plan and Related Documents for Fiscal Years (FY) 2025-2029 in a Not-to-Exceed Amount of \$85,000 from FY 2024 and FY 2025 HUD Entitlement Grant Administration Funds."</p>	
10.5	Approval of City Council Meeting Minutes	80
	<p>Recommendation: Approve and File.</p>	
10.6	Biennial Review and Adoption of Resolution Amending the National City Conflict of Interest Code.	103
	<p>Recommendation: Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City Adopting the Amended City Conflict of Interest Code which Incorporates by Reference the Fair Political Practices Commission's (FPPC) Standard Model of Conflict of Interest Code, Repealing Resolution No. 2022-128."</p>	
10.7	City Council 2024 Legislative Recess and Notification of Cancelled Meeting for November 5, 2024, Election Day	115
	<p>Recommendation: Provide Direction to Staff on observing a Legislative Recess, which is Historically taken in the Month of July. In Addition, Direct the City Clerk to Notice the Cancelled Meeting for Tuesday, November 5, 2024, Election Day, as Allowed by National City Municipal Code (NCMC) 2.04.020, and City Council Policy No. 104 (III)(H), and (K).</p>	
10.8	Consent for the Housing Authority of the County of San Diego to Administer 24 HUD-VASH Project Based Vouchers for the Union Tower Affordable Housing Development	117
	<p>Recommendation: Adopt the Resolution Entitled "Resolution of the Community Development Commission-Housing Authority of the City of National City, California, Consenting to the Housing Authority of the County of San Diego Administering 24 HUD-VASH Project-Based Vouchers for the Union Tower Affordable Housing Development Project at 2312 "F" Avenue in National City."</p>	

10.9	Grant Agreement with the County of San Diego Health Human Services Agency for Reimbursement to the City of National City for Homelessness Outreach	122
------	--	-----

Recommendation:

Authorizing a Subrecipient Grant Agreement with the County of San Diego Health Human Services Agency Funded by the California Interagency Council on Homelessness Encampment Resolution Funding Program to Provide Reimbursement for Homelessness Outreach and Establishing an Appropriation and Corresponding Revenue Budget of \$110,332.72.”

10.10	Investment Transactions for the Month Ended January 31, 2024.	135
-------	---	-----

Recommendation:

Accept and File the Investment Transaction Ledger for the Month Ended January 31, 2024.

10.11	Investment Transactions for the Month Ended February 29, 2024.	148
-------	--	-----

Recommendation:

Accept and File the Investment Transaction Ledger for the Month Ended February 29, 2024.

11. PUBLIC HEARING

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

11.1	Adoption of an Ordinance amending Section 9.07 (Food Caterers and Catering Equipment Rentals) of the National City Municipal Code.	161
------	--	-----

Recommendation:

Adopt the Ordinance

11.2	Ordinance for Adoption – Discharge of Fats, Oils, and Grease (FOG) to the Municipal Sewer System.	171
------	---	-----

Recommendation:

Adopt Ordinance, Entitled, “Ordinance of the City Council of the City of National City, California, Amending Section 14.06.190 – Industrial Wastes - Discharge Restrictions - Permit Required When, and Adding Chapter 14.24 – Fats, Oils and Grease Discharge Control to Title 14 of the National City Municipal Code.”

11.3	Public Hearing No. 2 of 2 and Adoption of HUD 2024-2025 Action Plan and Allocation of Funds to CDBG and HOME Activities.	181
------	--	-----

Recommendation:

Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California Adopting the U.S Department of Housing and Urban

Development (HUD) 2024-2025 Annual Action Plan and Approving the Allocation of 2024-2025 HUD Entitlement Grant Funds and Program Income to Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program Activities Proposed in the 2024-2025 Annual Action Plan.”

- 11.4 Zoning Map Amendment to Implement the Focused General Plan Update. 194

Recommendation:

Introduce the Ordinance by First Reading, Entitled, “An Ordinance of the City Council of the City of National City, California, Adopting an Amendment to the City of National City Zoning Map to Implement the Focused General Plan Update.”

12. STAFF REPORTS

- 12.1 Summary Vacation of an Unused and Undeveloped Section of Paradise Avenue East of Plaza Blvd. 223

Recommendation:

Initiate the Street Vacation

- 12.2 Update on El Toyon Park Improvements Bid Process (CIP No. 22-26) 233

Recommendation:

Provide direction to staff on whether to readvertise the project as a PLA covered contract or non-PLA contract.

- 12.3 Discussion and Possible Adoption of Revised Proposed City Councilmember Budget Policy. 236

Recommendation:

Review Revised Policy, Make Modifications, and Potential Adoption of Revised Proposed Policy.

- 12.4 Discussion and Consideration of the Status of Port Commissioner Sandy Naranjo Pursuant to City Council Policy 107. 249

Recommendation:

Not Applicable. This appointee is approved by the City Council.

- 12.5 Notice of and Calling for the Holding of a General Municipal Election, and Request for Consolidation with the Statewide General Municipal Election 250

Recommendation:

Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Providing Notice of and Calling for the Holding of a General Municipal Election for the Purpose of the Election of Certain Elected Officials and for the Submission to the Voters a Question Relating to a Citizen

Initiative Regarding a Special Parcel Tax for Streets and Parks, and Requesting the San Diego County Board of Supervisors to Consolidate the Municipal Election with the Statewide General Municipal Election on Tuesday, November 5, 2024, as Required by the Provisions of the Laws of the State of California Relating to General Law Cities.”

- 12.6 Adoption of a Resolution Adopting Regulations for Candidates for Elective Office Pertaining to Candidates’ Statements for the Tuesday, November 5, 2024, Election. 255

Recommendation:

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Adopting Regulations for Candidates for Elective Office Pertaining to Candidate Statements of Qualifications to be Submitted to the Voters at a Statewide General Municipal Election to be held on Tuesday, November 5, 2024.”

- 12.7 Adoption of a Resolution Providing Conduct of a Special Runoff Election in the Event of a Tie Vote 260

Recommendation:

Adopt the Resolution Entitled, “A Resolution of the City Council of the City of National City, California, Providing for the Conduct of a Special Runoff Election for Elective Offices in the Event of a Tie Vote at any Municipal Election.”

13. CITY MANAGER'S REPORT

14. ELECTED OFFICIALS REPORT

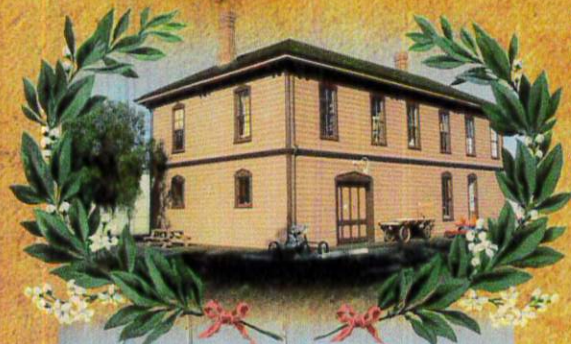
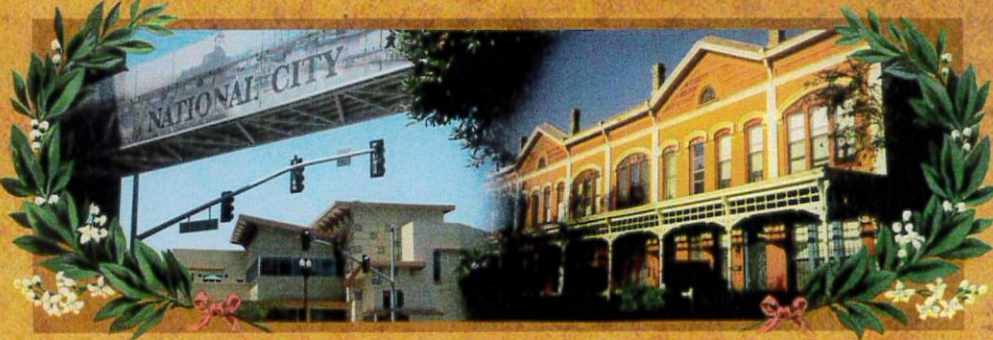
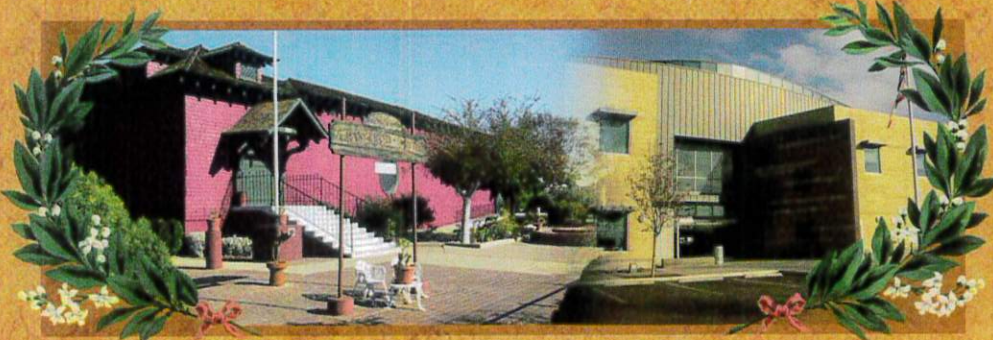
- 14.1 POLICY 105 REQUEST - Support California Senate Bill 915 (Dave Cortese) - Requested by Councilmember Rodriguez 263

Adopt Resolution for the City of National City to Support California Senate Bill 915 (Dave Cortese), the Autonomous Vehicle Services Deployment and Data Transparency Act Prioritizing Local Control in the Decision to Deploy Autonomous Vehicle Services.

15. CITY ATTORNEY REPORT

16. ADJOURNMENT

Regular Meeting of the City Council of the City of National City - Tuesday, May 21, 2024 - 6:00 p.m. - Council Chambers - National City, California.



Proclamation



WHEREAS, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

WHEREAS, The Office of the Professional Municipal Clerk is the oldest among public servants; and

WHEREAS, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

WHEREAS; Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, The Professional Municipal Clerks serves as the information center on functions of local government and community; and

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and

WHEREAS, There are only 1,460 City Clerk's World-Wide who have earned the Master Municipal Clerk (MMC) Designation. The countries included in the Professional Clerk Program are U.S., Canada, Australia, England, New Zealand, South Africa, The Netherlands, and Wales. It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk. National City is proud of the fact that our City Clerk, Shelley Chapel, has earned this professional designation.

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 the week of May 5th – 11th, 2024 as:

PROFESSIONAL MUNICIPAL CLERKS WEEK

As the Mayor of the City of National City, I encourage all residents to extend their appreciation to our Professional Municipal Clerk, Shelley Chapel, MMC and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Ron Morrison
MAYOR

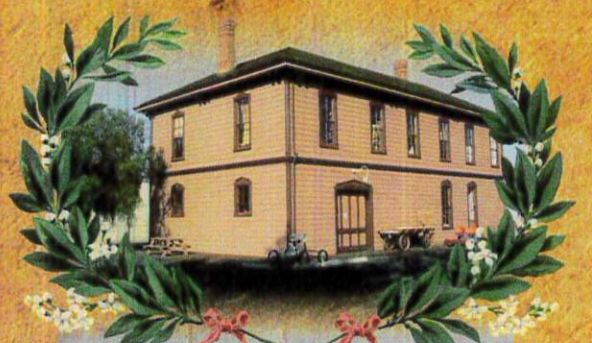
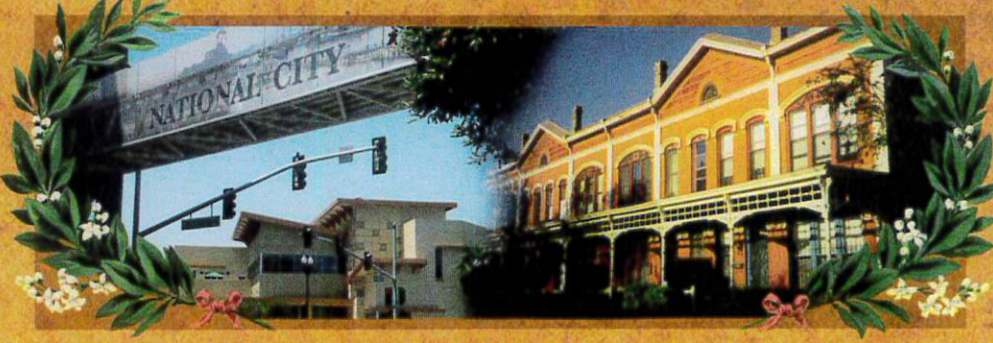
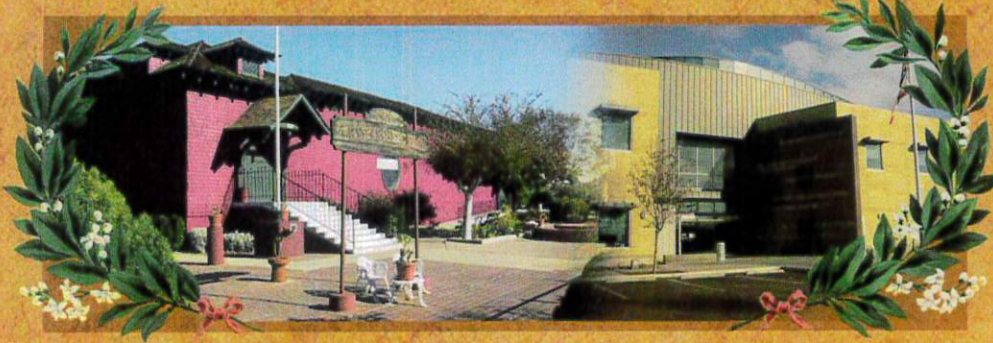
Ditas Yamane
Vice-Mayor

Luz Molina
Councilmember

Marcus Bush
Councilmember

Jose Rodriguez
Councilmember





Proclamation



WHEREAS, the rich tapestry of American culture is woven with the vibrant threads of diverse ethnicities, traditions, and histories; and

WHEREAS, the contributions of Asian Pacific Americans have played an integral role in shaping the fabric of our nation, enriching our society with their talents, resilience, and cultural heritage; and

WHEREAS, throughout our history, Asian Pacific Americans have demonstrated unwavering determination, innovation, and perseverance, overcoming challenges and adversities with grace and dignity; and

WHEREAS, Asian Pacific American Heritage Month traces its origins back to 1978, when Congress passed a resolution designating the week of May 4th as Asian Pacific American Heritage Week, chosen to commemorate the first Japanese immigrants who arrived in the United States on May 7, 1843, and to mark the completion of the transcontinental railroad on May 10, 1869, largely built by Chinese immigrant laborers; and

WHEREAS, in 1992, Congress expanded the observance to a month-long celebration, recognizing the need to further honor and recognize the diverse cultures, traditions, and contributions of Asian Pacific Americans to our nation's history and identity; and

WHEREAS, Asian Pacific American Heritage Month serves as an opportunity to celebrate the resilience, achievements, and cultural richness of Asian Pacific Americans, while also acknowledging the injustices and struggles they have faced, including discrimination, exclusion, and prejudice; and


WHEREAS, as we commemorate Asian Pacific American Heritage Month, let us reflect on the significant role Asian Pacific Americans have played in shaping the economic, political, and cultural landscape of our nation, and let us reaffirm our commitment to fostering inclusivity, promoting understanding, and embracing the richness of our multicultural society;


WHEREAS, I, Ron Morrison, Mayor of National City, do hereby urge all Americans to join in celebrating the heritage, culture, and accomplishments of Asian Pacific Americans and to reflect on the importance of diversity, equality, and unity in building a brighter future for all.


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 the month of May 2024, as

Asian Pacific American Heritage Month

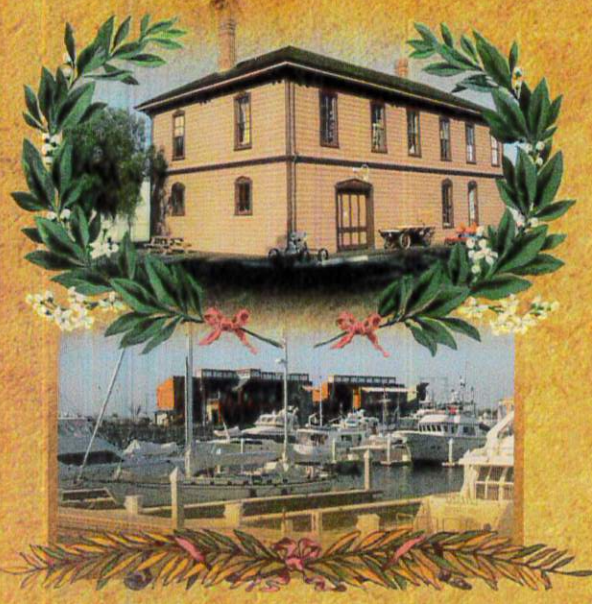
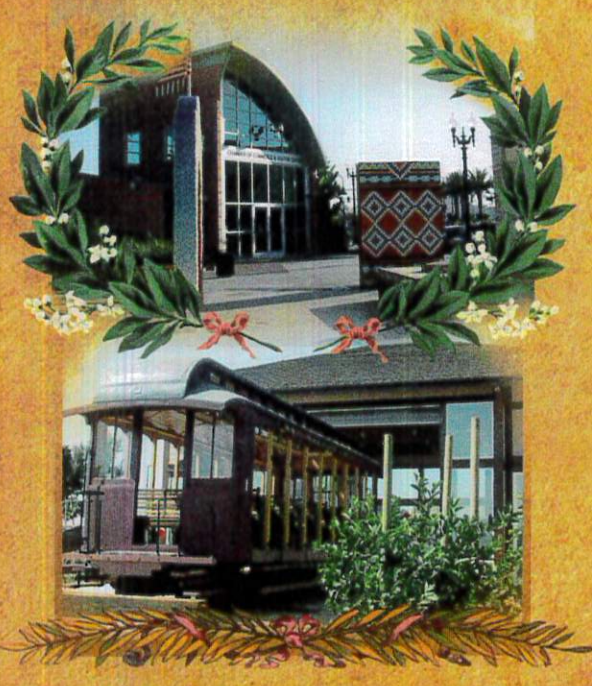
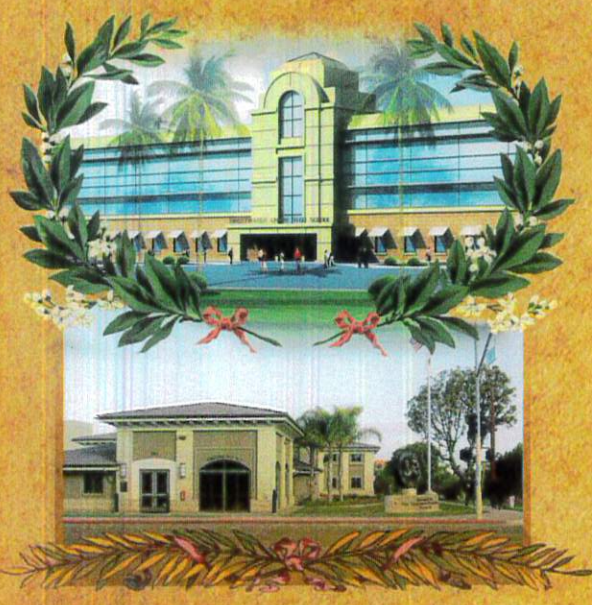
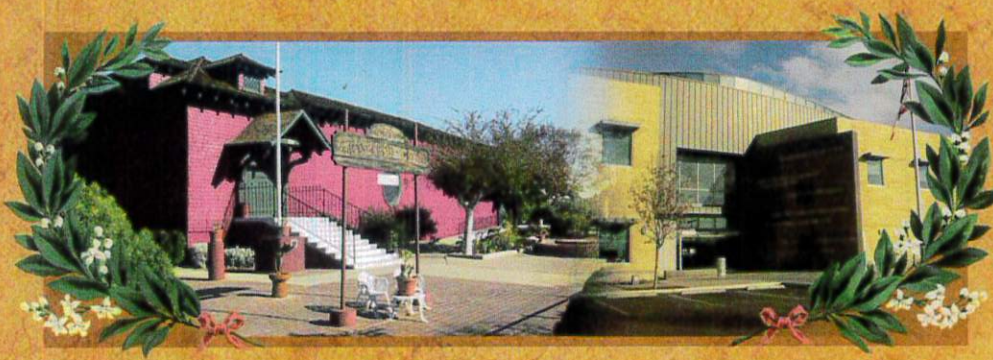

Ditas Yamane
Vice-Mayor


Luz Molina
Councilmember


Ron Morrison
MAYOR


Marcus Bush
Councilmember


Jose Rodriguez
Councilmember



Proclamation



WHEREAS, In 1962, President Kennedy proclaimed May 15th as National Peace Officers Memorial Day and the calendar week in which May falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others; and

WHEREAS, our law enforcement officers are the guardians of life and property, defenders of the individual right to be free, warriors in the battle against crime, and are dedicated to the preservation of life and property; and

WHEREAS, the dedicated men and women who have chosen law enforcement as a career face extraordinary risk and danger in preserving our freedom and security; and

WHEREAS, in May of each year National Police Week is observed throughout the nation in order to recognize the hazardous work, serious responsibilities and strong commitment to our nation's law enforcement officers; and

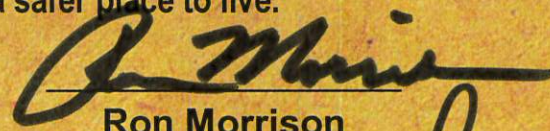
WHEREAS, in conjunction with this special observance, May is recognized as San Diego Law Enforcement Officers' Memorial Day in commemoration of those officers who have sacrificed their lives in the line of duty; and

WHEREAS, these special observances provide an opportunity for the community to acknowledge the heroic men and women who have dedicated their lives to safeguarding public safety.

NOW, THEREFORE, BE IT RESOLVED, I, Ron Morrison, Mayor of National City, by virtue of the authority vested in me by the City of National City, hereunto set my hand and affix the official seal and on behalf of the City Council, do hereby proclaim May 2024 as:

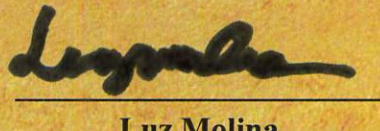
National Law Enforcement Appreciation Month

As the Mayor, I call upon all citizens of National City to remember those individuals who gave their lives for our safety and who continue to dedicate themselves to making San Diego County a safer place to live.

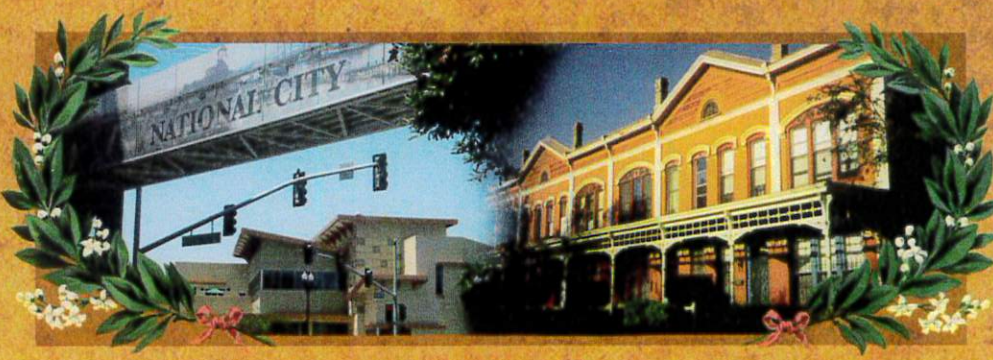
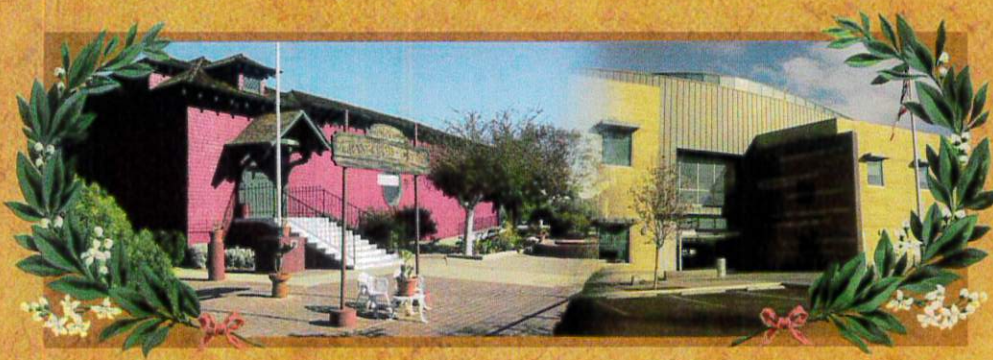

Ron Morrison
Mayor


Ditas Yamane
Vice Mayor

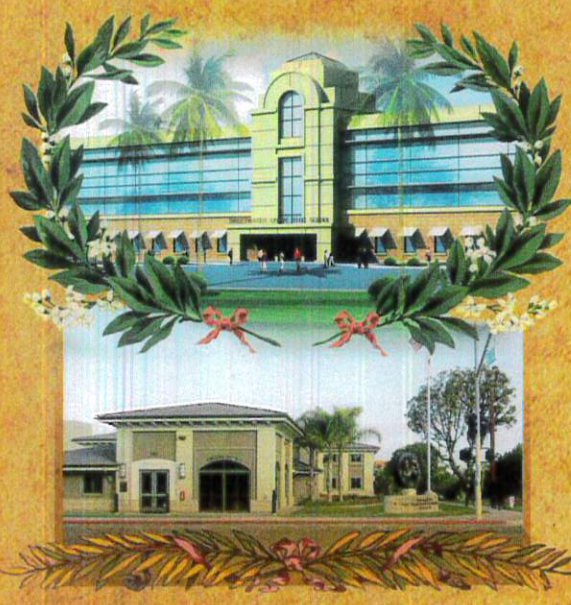

Marcus Bush
Councilmember


Luz Molina
Councilmember

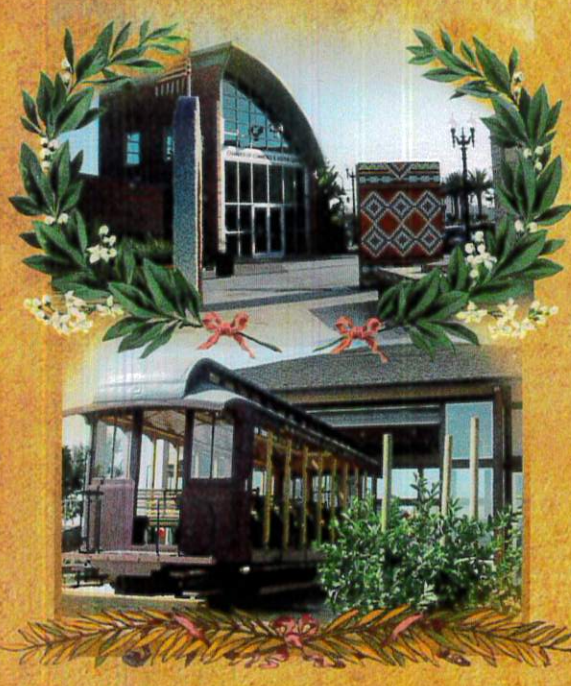

Jose Rodriguez
Councilmember



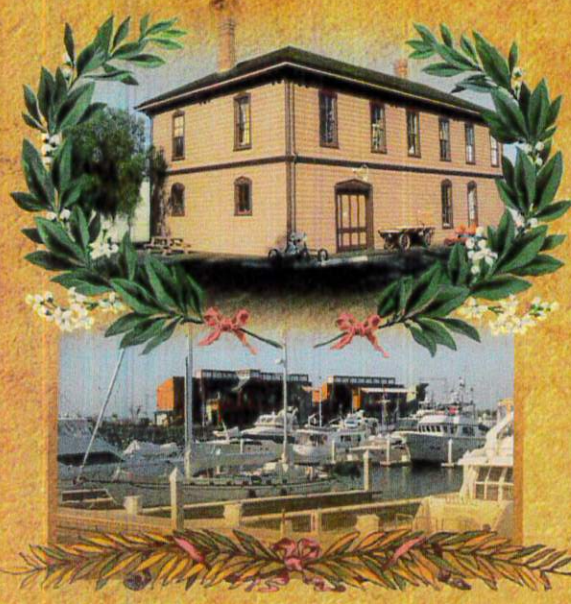
Proclamation



WHEREAS: South West Lodge No. 283, a beacon of Masonry, has illuminated our community for over a century. Rooted in the timeless principles of fellowship, charity, and truth, Freemasonry has enriched the lives of men worldwide for 300 years; and



WHEREAS: Our mission is clear: to foster personal growth and uplift others. We embrace diversity, championing respect, kindness, and tolerance across all facets of life. Through charitable endeavors and educational initiatives, we serve our brothers, families, and the wider community; and



WHEREAS: As builders, we erect more than physical structures; we shape character, instill morality, and uphold goodness in society. Our historic journey began in 1887 when visionary individuals convened to establish what would become South West Lodge No. 283; and

WHEREAS: Under the leadership of Frank Augustus Kimball and his esteemed colleagues, our lodge was founded with a commitment to Masonic principles and the welfare of our brethren. Through perseverance and dedication, South West Lodge has thrived, embodying the spirit of Masonry through charitable events, educational programs, and social gatherings; and

WHEREAS: Today, as we reflect on our storied past, we reaffirm our dedication to building a brighter future for our lodge and its members. With unwavering resolve, we honor our heritage while embracing the opportunities and challenges that lie ahead; and

WHEREAS: Join us as we continue to illuminate the path of Freemasonry, forging bonds of brotherhood and service that endure for generations to come.

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 the week of May 16, 2024 as:

South West Lodge No.283 Day!

Ron Morrison
MAYOR

Ditas Yamane
Vice-Mayor

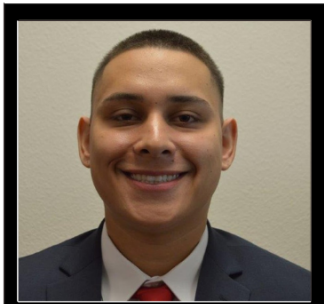
Marcus Bush
Councilmember

Luz Molina
Councilmember

Jose Rodriguez
Councilmember

WELCOME

POLICE DEPARTMENT



ARIAH TAN
Police Recruit



NICO DASIG
Police Recruit



ERICK TEC
Police Recruit

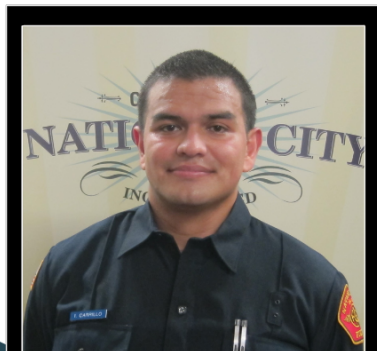


RUDY SANDOVAL
Records Clerk



ERIKA NAVARRO
Records Clerk

FIRE DEPARTMENT



**IRVING CARILLO
HERNANDEZ**
Firefighter



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC
Meeting Date: Tuesday, May 7, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Appointments: City Boards, Commissions and Committees – Mayoral Appointment for the Traffic Safety Committee.

RECOMMENDATION:

Mayoral Appointment with City Councilmembers' Confirmation.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

A City Boards, Commissions and Committee (BCC) vacancy was noticed in the Star News, posted on the City Hall Bulletin Boards, City Website, and City Social Media sites to advertise the opening and the application acceptance period.

The recent Vacancy Notice was posted on March 21, 2024, with a deadline of April 9, 2024.

The following BCC has a vacancy caused by a resignation:

- Traffic Safety Committee – one (1) vacancy caused by the resignation of Christopher Coyote.

FINANCIAL STATEMENT:

Not applicable.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Communication and Outreach

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

The City Clerk's Office began advertising and accepting applications for a vacancy on the following Boards, Committees, and Commissions: Traffic Safety Committee on March 21, 2024 with a deadline of April 9, 2024.

Background

In order to obtain qualified candidates, a Notice of Vacancies was advertised on the following: The City website, posted on the City Hall Bulletin Boards, the Star News and City Social Media sites to advertise the opening and the application acceptance period. The vacancy presented is a due to one vacancy caused by the resignation of Christopher Coyote.

Vacancies are listed below:

BCC	Number of Open Seats and Term expiration for that seat	Appointing Member(s)	Residency Requirement	Applications Received
Traffic Safety Committee	(1) Seat – September 30, 2024	Mayoral	Yes	Amelito Gozum Yvonne Howrey-Colmenero

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

Appointment:

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

The Mayor will make the motion to appoint (naming the appointee) and Councilmembers may second the motion. The City Clerk will then take a roll call vote of the City Council. A majority vote of the City Council will be required for the appointment. If, the majority of the City Council choose to deny the proposed appointment, the Mayor would propose an alternative candidate from the current application pool, or could choose to reopen the application period and return to the City Council with a different applicant for consideration.

If Mayor Appointment is not approved by the majority of the City Council by confirmation, that applicant is removed from the pool for that seat. The Mayor will return to a future meeting with a substitute Mayoral appointment.

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

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

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

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

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

and pre-recorded video. Currently, these are all requirements of the Mayor and City Council, and City staff.

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

Traffic Safety Committee

Applicant Package - Committee Member

Traffic Safety Committee - Committee Member

Term: [REDACTED] 01/01/2024 - 12/31/2024

Positions Available: 1

Number of applicants in this package: 1

- GOZUM, AMELITO

Name :GOZUM, AMELITO

Address : [REDACTED] NATIONAL CITY, 91950

Email : [REDACTED]

Board Name :Traffic Safety Committee

Telephone Number :

[REDACTED]

Registered to Vote in National City? :

Yes

Resident of National City? :

Yes

District Number? :

3

Term of Residency? :

8

Present Employer? :

Department of Navy - Naval Facilities Engineering Command

Occupation :

Civil Engineering

Business Address :

[REDACTED] San Diego Ca 92132

Educational Background :

Bachelor of Science in Civile Engineer 1992 Don Honorio Ventura Technological State University- Philippines ---- w/ US Equivalency

Currently Serving on a BCC? :

No

Previously Served on a BCC? :

No

If so, which ones? If it does not apply, type N/A :

N/A

Professional or Technical Organization Memberships? :

AACEi

Civic or Community Experience, Membership, or Previous Public Service Appointments? :

Public Service in the Philippines - Elected no 1 Barangay Councilor - Chairman in Public Works and Budget and Finance

Experience or Special Knowledge Pertaining to Area of Interest? :

BS Engineering Graduate

Have you ever been convicted of a felony crime? :

No

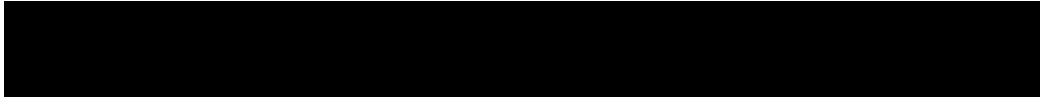
Have you ever been convicted of a misdemeanor crime? :

No

Time of Submission :08/28/23 3:49:35 PM

Attachments:

- email address.pdf



Traffic Safety Committee

Applicant Package - Committee Member

Traffic Safety Committee - Committee Member

Term 16 Apr 2024 - 30 Sep 2024

Positions Available 1

Number of applicants in this package 1

- Howrey-Colmenero, Yvonne

Name: Howrey-Colmenero, Yvonne

Address: [REDACTED], National City, 91950

Email: [REDACTED]

Board Name: Traffic Safety Committee

Telephone Number:

[REDACTED]

Registered to Vote in National City?:

Yes

Resident of National City?:

Yes

Present Employer?:

National School District

Occupation:

Health Care Instructional Assistant

Business Address:

[REDACTED] National City, Ca 91950

Educational Background:

Sweetwater Union High School • 2012

Associates degree • California College San Diego • 2014

Currently Serving on a BCC?:

No

Previously Served on a BCC?:

No

If so, which ones? If it does not apply, type N/A:

N/A

Professional or Technical Organization Memberships?:

CSEA member

Experience or Special Knowledge Pertaining to Area of Interest?:

Interested in improving the pedestrian, bicyclist, and driver experience through the city.

Have you ever been convicted of a felony crime?:

No

Have you ever been convicted of a misdemeanour crime?:

No

Time of Submission: 03/22/24 4:22:20 PM

CITY COUNCIL POLICY CITY OF NATIONAL CITY

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

PURPOSE

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

Mayor's Appointments:

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

City Council Appointments:

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

POLICY

Appointment Process

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

Unscheduled vacancy. An unscheduled vacancy shall be filled according to

CITY COUNCIL POLICY CITY OF NATIONAL CITY

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

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

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

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

The City Council fills vacancies on these bodies.

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

CITY COUNCIL POLICY CITY OF NATIONAL CITY

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

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

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

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

CITY COUNCIL POLICY CITY OF NATIONAL CITY

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

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

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

CITY COUNCIL POLICY CITY OF NATIONAL CITY

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

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

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

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

11. Report to Council:

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

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

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

CITY COUNCIL POLICY CITY OF NATIONAL CITY

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

- b. The Appointing Authority may appoint the former resident to a Non-Residential position if a Non-Residential position is vacant.

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

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

Resignation:

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

Attendance:

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

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

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

CITY COUNCIL POLICY CITY OF NATIONAL CITY

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

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

Excused Absences:

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

Excused absences are listed as follows:

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

Removal:

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

Mandatory Training and Filing Requirements:

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

CITY COUNCIL POLICY CITY OF NATIONAL CITY

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

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

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

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

Removal:

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

Related Policy References

Government Code Section 40605

Government Code Section 54970, et seq.

Article XX of the California Constitution, and California Government Code Section 36507

California Government Code Section 53235(b)

California Government Code Section 87100 et seq

National City Municipal Code Title 16 (pending)

Prior Policy Amendments:

February 2, 2021 (Resolution No. 2021-08)

May 19, 2020 (Resolution No. 2020-95)

November 9, 1993 (Resolution No. 93-173)

June 11, 2013 (Revised – No Resolution – Refer to Meeting Minutes)

October 8, 2013 (Resolution No. 2013-147)

May 19, 2020 (Resolution No. 2020-20)

BOARDS/COMMISSION/COMMITTEES

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

CITY COUNCIL POLICY #107 and NCMC TITLE 16

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



AGENDA REPORT

Department: Engineering and Public Works
Prepared by: Luca Zappiello, Associate Engineer - Civil
Meeting Date: Tuesday, May 7, 2024
Approved by: Benjamin A. Martinez, City Manager
=

SUBJECT:

Acceptance of State Active Transportation Grant Funds for the Construction Phase of the Central Community Mobility Enhancements Project, CIP No. 19-23.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Authorizing the Establishment of an Appropriation of \$1,095,000 and a Corresponding Revenue Budget for the Construction Phase of the Central Community Mobility Enhancements Project, CIP 19-23, Reimbursable through the State Active Transportation Program approved by Caltrans; and 2) Committing to Providing a Local Match in the Amount of \$442,000."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Project Description

The Central Community Mobility Enhancements Project, CIP 19-23, will deliver approximately 1.7 miles of bicycle facilities providing north-south connections through the Central, Olivewood and Las Palmas neighborhoods in National City (see attached exhibit A). More specifically, the project alignment runs along M Avenue from 4th Street to 8th Street, turns east on 8th Street to N Avenue, continues on N Avenue from 8th Street to Plaza Blvd., and then shifts onto L Avenue from Plaza Blvd. to 30th Street. Class II and Class III bicycle facilities will be constructed, as well as bicycle boxes at the intersections of L Avenue & Plaza Blvd. and L Avenue & 18th Street. Street resurfacing will be provided along the corridors to provide a smooth travel surface for bicyclists.

In addition to completing this important segment of the City's bicycle network, the project will also improve pedestrian access by reconstructing N Avenue north of Plaza Blvd. to eliminate the existing dirt mound, which currently presents a barrier to walking and biking, and install new sidewalk to strengthen connections between residential neighborhoods to the north and commercial to the south. The project will also deliver traffic calming elements such as curb extensions at key intersections.

Notably, staff reviewed the 90% project plans and worked with the design team to make refinements such that no on-street parking spaces will be lost in residential neighborhoods.

Timeline

In July 2018, staff submitted a Cycle 4 Active Transportation Program (ATP) grant application to the California Department of Transportation (Caltrans) for the Central Community Mobility Enhancements Project.

On January 30, 2019, Caltrans awarded a \$1,286,000 State ATP grant for the Central Community Mobility Enhancements Project. On March 26, 2020, Caltrans provided the agreement to the City for execution.

On June 2, 2020, the City Council authorized the Mayor to execute Program Supplement Agreement (PSA) No. U52 with Caltrans for the Central Community Mobility Enhancements Project to allow for reimbursement of up to \$43,000 in eligible project expenditures through the State ATP; and 2) authorizing the establishment of an Engineering Grant Funds appropriation of \$43,000 and corresponding revenue budget.

On May 12, 2022, the City submitted an allocation request to Caltrans requesting to allocate funding for the Plans, Specifications, and Estimate (PS&E) phase, and for the Right-of-Way (R/W) phase.

On October 6, 2022, Caltrans issued an Authorization Letter allocating \$148,000 (\$104,000 PS&E phase and \$44,000 R/W phase) with a local match of \$22,000 (\$16,000 PS&E phase and \$6,000 R/W phase).

On April 28, 2023, the City submitted an allocation request to Caltrans requesting to allocate funding for the Construction (CON) phase.

On July 14, 2023, Caltrans issued an Authorization Letter allocating \$1,095,000 for the Construction phase with a local match of \$442,000 (see attached Exhibit B). The Finance Letter from Caltrans followed on September 1, 2023. Therefore, staff recommends, 1) authorizing the establishment of an appropriation of \$1,095,000 and a corresponding revenue budget for the Construction phase of the Central Community Mobility Enhancements Project, reimbursable through the State Active Transportation Program approved by Caltrans; and 2) committing to providing a local match in the amount of \$442,000 for the Construction phase. The local match will be applied to street resurfacing for the project. Gas Tax Funds (SB1-RMRA) were appropriated through prior City Council actions.

The project needs to be advertised for construction bidding by the end of this summer to meet grant requirements for construction award by December 2024.

FINANCIAL STATEMENT:

ATP Grant - \$1,095,000

Revenue Account No. 296-06588-3498

Expenditure Account No. 296-409-500-598-6588

Required Local Match - \$442,000; Gas Tax Funds (SB1-RMRA) were appropriated through prior City Council actions

Expenditure Account No. 109-409-500-598-6035

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Transportation Choices and Infrastructure

ENVIRONMENTAL REVIEW:

This is a project under CEQA subject to a Categorical Exemption. Existing Facilities. CCR 15301(c).

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Map

Exhibit B – Finance Letter

Exhibit C – Resolution

Project Improvement Map



Central Community Mobility Enhancements



FINANCE LETTER

Date: 09/01/2023
 D_CO_RT: 11-SD-0-NATC
 Project No: ATPSB1L-5066(048)
 Adv. Project Id: 1120000089
 Project End Date:

EA No:

To: City of National City

Est Tot Proj Costs: \$1,757,000

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	PART. COST	STATE (ATP) /SB1A	LOCAL	OTHER
Agency Preliminary Engineering - PA/ED		\$50,000.00	\$50,000.00	\$43,000.00	\$7,000.00	\$0.00
Plans, Specifications & Estimates		\$120,000.00	\$120,000.00	\$104,000.00	\$16,000.00	\$0.00
Right of Way		\$50,000.00	\$50,000.00	\$44,000.00	\$6,000.00	\$0.00
Contract Items: \$1,236,000 Contingencies: \$124,000 Total: \$1,360,000						
Construction		\$1,360,000.00	\$1,360,000.00	\$1,095,000.00	\$265,000.00	\$0.00
Agency Construction Engineering		\$177,000.00	\$177,000.00	\$0.00	\$177,000.00	\$0.00
Totals:		\$1,757,000.00	\$1,757,000.00	\$1,286,000.00	\$471,000.00	\$0.00

Participation Ratio: 100% This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: _____
 Title: HQ Local Assistance Area Engineer

For questions regarding finance letter, contact:
 Printed Name: Daniel Bui
 Telephone No: (279) 444-7828

Remarks: REQ#3: CTC allocated \$1,095,000 of ATP State only funds for CONST component, on 06/29/2023 CTC meeting, under PPNO 1360.
 *Agency is paying for CE and Contingency.

FINANCE LETTER

Date: 09/01/2023
 D_CO_RT: 11-SD-0-NATC
 Project No: ATPSB1L-5066(048)
 Adv. Project Id: 1120000089
 Project End Date:

EA No:

To: City of National City

Est Tot Proj Costs: \$1,757,000

ACCOUNTING INFORMATION									Cooperative Work Agreement	
ATPSB1L-5066(048)									APPROVED AMOUNT	EXPIRATION DATE
ADV. PROJECT ID	APPROP. UNIT	STATE PROG.	FED/ STATE	ENCUMBRANCE AMOUNT	APPROP YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE*		
1120000089	22102	2030720100		\$1,095,000.00	2122	\$0.00	\$1,095,000.00	06/30/2027		
1120000089	22108	2030720100		\$148,000.00	2122	\$0.00	\$148,000.00	06/30/2027		
1120000089	19108	2030720100		\$43,000.00	1819	\$2,934.75	\$40,065.25	06/30/2024		

*Please refer to the applicable CTC Guidelines for Timely Use of Funds (TUF) Provisions. Also refer to your allocation notification letter(s) for allocation-specific TUF deadlines.

*Please submit invoices to the appropriate Districts by April 1st to avoid funds lapsing on the June 30th reversion date listed above and to allow sufficient time for Accounting and SCO year-end closing procedures.

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION OF \$1,095,000 AND A CORRESPONDING REVENUE BUDGET FOR THE CONSTRUCTION PHASE OF THE CENTRAL COMMUNITY MOBILITY ENHANCEMENTS PROJECT, CIP NO. 19-23, REIMBURSABLE THROUGH THE STATE ACTIVE TRANSPORTATION PROGRAM APPROVED BY CALTRANS; AND 2) COMMITTING TO PROVIDING A LOCAL MATCH IN THE AMOUNT OF \$442,000.

WHEREAS, the Central Community Mobility Enhancements Project, CIP 19-23, will provide approximately 1.7 miles of bicycle facilities providing north-south connections through the Central, Olivewood and Las Palmas neighborhoods in National City (the "Project"); and

WHEREAS, the Project needs to be advertised for construction bidding by August 2024 to meet grant requirements for construction award by December 2024; and

WHEREAS, in July 2018, staff submitted a Cycle 4 Active Transportation Program ("ATP") grant application to the California Department of Transportation ("Caltrans") for the Project; and

WHEREAS, on January 30, 2019, Caltrans awarded a \$1,286,000 ATP grant to the City of National City ("City") for the Project; and

WHEREAS, the \$1,286,000 award was distributed by Project phases, including Agency Preliminary Engineering ("PA/ED") – \$43,000; Plans, Specifications, and Estimate ("PS&E") – \$104,000; Right-of-Way ("R/W") – \$44,000; and Construction – \$1,095,000; and

WHEREAS, on June 2, 2020, the City Council adopted Resolution No. 2020-99 authorizing the Mayor to execute Program Supplement Agreement ("PSA") No. U52 with Caltrans for the Project to allow for reimbursement of up to \$43,000 in eligible Project expenditures through the ATP grant; and 2) authorizing the establishment of an Engineering Grant Funds appropriation of \$43,000 and corresponding revenue budget; and

WHEREAS, on May 12, 2022, the City submitted an allocation request to Caltrans requesting to allocate funding for the PS&E phase and R/W phase; and

WHEREAS, on October 6, 2022, Caltrans issued an Authorization Letter allocating \$148,000 (\$104,000 PS&E phase and \$44,000 R/W phase) with a local match of \$22,000 (\$16,000 PS&E phase and \$6,000 R/W phase); and

WHEREAS, on April 28, 2023, the City submitted an allocation request to Caltrans requesting to allocate funding for the Construction phase; and

WHEREAS, on July 14, 2023, Caltrans issued an Authorization Letter allocating \$1,095,000 for the Construction phase with a local match of \$442,000; and

WHEREAS, Gas Tax Funds (SB1-RMRA) were appropriated through prior City Council actions to satisfy the local match requirement; and

WHEREAS, City staff recommends City Council adopt this Resolution authorizing the establishment of an appropriation and corresponding revenue budget to allow for reimbursement of up to \$1,095,000 in eligible Project expenditures through the ATP grant and committing to a local match of \$442,000.

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

Section 1: That the City Council hereby authorizes the establishment of an appropriation of \$1,095,000 and a corresponding revenue budget for the Construction phase of the Central Community Mobility Enhancements Project, CIP 19-23, reimbursable through the State Active Transportation Program approved by Caltrans.

Section 2: That the City Council hereby authorizes the commitment to a local match in the amount of \$442,000 utilizing Gas Tax Fund (SB1-RMRA) appropriations previously established.

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

PASSED and ADOPTED this 7th day of May, 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, May 7, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Agreements with Fozi Dwork and Modafferi, LLP and Burke, Williams and Sorensen, LLP for Legal Services in the Specialized Area of Litigation.

RECOMMENDATION:

Adopt the Resolution Entitled "Resolution of the City Council of the City of National City, California, Authorizing Agreements with the Law Firms of Fozi Dwork and Modafferi, LLP, and Burke, Williams and Sorensen, LLP for Legal Services in the Specialized Area of Litigation."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The City of National City ("City") engages outside legal support for specialized areas. The City is in need of additional law firms to provide specialized legal services in connection with matters involving Public Agency litigation. Fozi Dwork and Modafferi, LLP and Burke Williams and Sorensen, LLP are experienced law firms that represent public agencies in all stages of litigation.

FINANCIAL STATEMENT:

Sufficient appropriations are available in the General Fund. Services will be provided on an as needed basis.

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 with Fozi Dwork and Modafferi, LLP
Exhibit B – Agreement with Burke Williamson and Sorensen, LLP
Exhibit C - Resolution

**AGREEMENT FOR LEGAL SERVICES
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
FOZI DWORK & MODAFFERI, LLP**

THIS AGREEMENT FOR LEGAL SERVICES (the “Agreement”) is made as of the ___ day of May 2024 between THE CITY OF NATIONAL CITY, a municipal corporation, (the “CITY”) and FOZI DWORK & MODAFFERI, LLP, (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 litigation and government claim issues, subject to this Agreement.

Article 2. Effective Date and Term. This Agreement shall be effective on May____, 2024 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: consultation with the City Attorney and Risk Management on government claims, defense of the CITY on litigated matters (including, but not limited to, *San Diego Unified School District v. City of San Diego, et al.*, San Diego Superior Court Case No. 37-2020-00027878-CU-TT-CTL), advice and counsel to the City Council, and communications with CITY staff (“Legal Services”). In addition, the CITY may increase the scope of work with the FIRM’s agreement, and such additional work will be confirmed via a letter that shall bring such work within the scope of this Agreement. 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 \$275.00 per hour.

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 the Legal Services identified in Article 3. 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 charge the CITY for travel time from the FIRM'S San Diego Office.

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 after 30-days of receipt of approved invoice.

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) The CITY will pay reasonable late charges and the City will pay approved monthly invoices within 30 calendar days of receipt.

I. Staffing. Every legal matter should have a primary responsible attorney. Ultimately, staffing is a CITY decision, and the CITY’S representative may review staffing to ensure 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 FIRM agrees to indemnify, defend, and hold the CITY and its agents, officers, employees, and volunteers harmless from and against all claims asserted or liability established for damages or injuries to any person or property, including injury to the FIRM'S employees, agents, or officers, which arise from or are connected with or caused or claimed to be caused by the acts or omissions of the FIRM and its agents, officers, or employees in performing the work or other obligations under this Agreement, and all expenses of investigating and defending against same; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees, or volunteers.

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, insurance, 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: Bschultz@nationalcityca.gov
leahm@nationalcityca.gov

Notice to the FIRM shall be addressed to:

Golnar Fozi
Fozi Dwork & Modafferi, LLP
5942 Priestly Drive, Suite 100
Carlsbad, California 92008

and to: gfozi@fdmattorneys.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

FOZI DWORK & MODAFFERI, LLP
(Corporation – signatures of two corporate officers)

By: _____
Ron Morrison, Mayor

By: _____, Esq.

Title: *Golnar Fozi, Managing Partner*

APPROVED AS TO FORM:

By: _____, Esq.

By: _____
Barry Schultz Esq., City Attorney

Title: _____

**AGREEMENT FOR LEGAL SERVICES
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
BURKE, WILLIAMS & SORENSEN, LLP**

THIS AGREEMENT FOR LEGAL SERVICES (the “Agreement”) is made as of the ___ day of May 2024 between THE CITY OF NATIONAL CITY, a municipal corporation, (the “CITY”) and BURKE, WILLIAMS & SORENSEN, LLP, (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 litigation and government claim issues, subject to this Agreement.

Article 2. Effective Date and Term. This Agreement shall be effective on May____, 2024 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: consultation with the City Attorney and Risk Management on government claims, defense of the CITY on litigated matters, advice and counsel to the City Council, and communications with CITY staff (“Legal Services”). In addition, the CITY may increase the scope of work with the FIRM’s agreement, and such additional work will be confirmed via a letter that shall bring such work within the scope of this Agreement. 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 as set forth in the Proposal Letter attached as Exhibit A.

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 the Legal Services identified in Article 3. 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 charge the CITY for travel time from the FIRM'S San Diego Office unless otherwise authorized in advance by the CITY.

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 after 30-days of receipt of approved invoice.

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 without prior authorization by the CITY. 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 without prior authorization by the CITY.

(b) The CITY will pay reasonable late charges and the City will pay approved monthly invoices within 30 calendar days of receipt.

I. Staffing. Every legal matter should have a primary responsible attorney. Ultimately, staffing is a CITY decision, and the CITY’S representative may review staffing to ensure that it is optimal to achieve the goals of the engagement at the least cost.

(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 FIRM agrees to indemnify, defend, and hold the CITY and its agents, officers, employees, and volunteers harmless from and against all claims asserted or liability established for damages or injuries to any person or property, including injury to the FIRM'S employees, agents, or officers, which arise from or are connected with or caused or claimed to be caused by the acts or omissions of the FIRM and its agents, officers, or employees in performing the work or other obligations under this Agreement, and all expenses of investigating and defending against same; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees, or volunteers.

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, insurance, 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: Bschultz@nationalcityca.gov
leahm@nationalcityca.gov

Notice to the FIRM shall be addressed to:

Johanna N. Canlas
Burke, Williams & Sorensen, LLP
501 West Broadway, Suite 1600
San Diego, California 92101

and to: jcanlas@bwslaw.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

BURKE, WILLIAMS & SORENSEN, LLP

(Corporation – signatures of two corporate officers)

By: _____
Ron Morrison, Mayor

By: _____, Esq.

Title: Johanna N. Canlas, Partner

APPROVED AS TO FORM:

By: _____
Barry Schultz Esq., City Attorney

By: _____, Esq.

Title: _____

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING AGREEMENTS WITH THE LAW FIRMS OF FOZI DWORK AND MODAFFERI, LLP, AND BURKE, WILLIAMS AND SORENSEN, LLP FOR LEGAL SERVICES IN THE SPECIALIZED AREA OF LITIGATION.

WHEREAS, the City of National City (“City”) engages outside legal support for specialized areas; and

WHEREAS, the City is in need of additional law firms to provide specialized legal services in connection with matters involving Public Agency litigation; and

WHEREAS, Fozi Dwork and Modafferi, LLP and Burke Williams and Sorensen, LLP are experienced law firms who represent public agencies in all stages of litigation; and

WHEREAS, City staff recommends City Council’s approval to execute agreements with the law firms of Fozi Dwork and Modafferi, LLP and Burke, Williams and Sorensen, LLP for legal services in the specialized area of litigation.

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

Section 1: Approves the Agreement between the City of National City and the law firm of Fozi Dwork and Modafferi, LLP attached to the Agenda Report as Exhibit A.

Section 2. Approves the Agreement between the City of National City and the law firm of Burke, Williams and Sorensen, LLP for legal services, attached to the Agenda Report as Exhibit B.

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

PASSED and ADOPTED this 7th day of May, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Community Development
Prepared by: Angelita Palma, Housing Manager
Meeting Date: Tuesday, May 7, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Agreement with MDG Associates, LLC, for the HUD Five-Year Consolidated Plan and Related Documents

RECOMMENDATION:

Adopt the Resolution Entitled "Resolution of the City Council of the City of National City, California, Authorizing an Agreement with MDG Associates, LLC, for the Development of the Consolidated Plan and Related Documents for Fiscal Years (FY) 2025-2029 in a Not-to-Exceed Amount of \$85,000 from FY 2024 and FY 2025 HUD Entitlement Grant Administration Funds."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

RFP for HUD CPD Consolidated Plan & Related Documents

The National City Housing Authority released a Request for Proposals (RFP) on November 6, 2023 for a consulting firm with experienced principal staff to engage in outreach efforts and development of the U.S. Department of Housing and Urban Development ("HUD") Community Planning Development Programs ("CPD") Consolidated Plan and related documents for fiscal years (FY) 2025-2029 in accordance with all applicable requirements as prescribed in the Code of Federal Regulations ("CFR").

Staff recommends funding MDG Associates, LLC's (MDG) proposal for consulting services to prepare the Consolidated Plan and related documents for (FY) 2025-2029. MDG has demonstrated experience providing consulting services and technical assistance in HUD CPD programs and has been contracted by HUD and multiple jurisdictions to provide technical assistance to grantees.

Specifications

MDG Associates, LLC, in conjunction with the National City Housing Authority, will prepare the Consolidated Plan for the period July 1, 2025 - June 30, 2030, including the preparation of the 2025 Annual Action Plan (July 1 2025 to June 30, 2026). MDG will also work with the City's staff on other HUD-related plans and requirements.

MDG, under the direction of the City's Housing Authority staff, will prepare and update the draft documents listed below in accordance with all applicable federal, state, and local policies, standards, and regulations.

- 1) Consolidated Plan (Con Plan) and One-Year Action Plan to implement the strategic plan for 2025-2026 per 24 CFR 91
- 2) Update the Citizen and Community Participation (CCPP) per 24 CFR 91.105
- 3) Environmental Justice Scorecard per Executive Order 14008
- 4) Update the draft Language Access Plan (LAP)/Limited English Proficiency (LEP) Plan per the Title VI Civil Rights Act of 1964 & Executive Order 13166
- 5) Regional Assessment to Fair Housing (AFH) Plan per 24 CFR 5.15
- 6) Regional Equity Action Plan per 24 CFR 5.150 and proposed rule 2529-AB05

There will be a thorough community engagement process, per HUD requirements, that fosters meaningful involvement of National City residents in developing the documents. MDG will assist Housing Authority staff to develop and deploy an outreach and community engagement strategy that seeks to involve as broad a spectrum of stakeholders as possible. MDG and staff will utilize the eCon Planning Suite format and best practices as the basis for constructing the plans. MDG will compile, organize, and tabulate data and other information available through the City, HUD, the U.S. Census Bureau, and other public and private organizations, as well as input gathered from the public participation process to complete the required plan components and integrate additional information as needed. The work will be completed within the timeframes provided by HUD and Housing Authority staff.

About MDG Associates, LLC

MDG was established in 1991 and has undergone steady growth since then. It is a limited liability company registered in California as a Minority Business Enterprise (MBE) and Small Business (SB) with the State of California. MDG Associates, LLC, is comprised of individuals with a wide variety of expertise, including the services specifically requested by the City through the RFP. MDG staff members are specialists in HUD plans, programs, and activities.

FINANCIAL STATEMENT:

HUD CPD Entitlement Grant Administration Funds will be used to cover the costs associated with the development of the Consolidated Plan and related documents in a not-to-exceed amount of \$85,000. Of that amount, \$30,000 from expenditure account 301-419-462-299-0000 (CDBG Fund) and \$20,000 from 505-419-462-299-0000 (HOME Fund) from FY 2024 will fund part of the agreement. The remaining amount of \$35,000 will be included in the FY 2025 budget using expenditure account 301-419-462-299-0000.

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

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
MDG ASSOCIATES LLC**

THIS AGREEMENT is entered into by and between the CITY OF NATIONAL CITY, a municipal corporation (“CITY”), and **MDG ASSOCIATES LLC** a California limited liability company”).

R E C I T A L S

WHEREAS, the CITY desires to employ a CONSULTANT for the development of the Consolidated Plan and related documents described in Exhibit “A” for Fiscal Years (FY) 2025-2029.

WHEREAS, the CITY has determined that the CONSULTANT has demonstrated experience providing consulting services and technical assistance in HUD Community Planning Development (“CPD”) programs and has been contracted by HUD and multiple jurisdictions to provide technical assistance for these services. MDG is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

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

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT for the development of the Consolidated Plan and related documents described in Exhibit “A” for Fiscal Years (FY) 2025-2029, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

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

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement shall not become effective and binding until fully executed by both the CITY and CONSULTANT. The duration of this Agreement is from the effective date through June 30, 2026. Completion dates or time durations for specific portions of the project are set forth in Exhibit “A”. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to three (3) one-year extensions. Any extension of this Agreement must be approved in writing by the *City Manager*.

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

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

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

4. **PROJECT COORDINATION AND SUPERVISION.** Angelita Palma, Housing Manager hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Clint Whited, Senior Vice President thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and, also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$85,000. The compensation for the CONSULTANT's work shall not exceed the rates set forth in Exhibit "A." Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

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

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

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

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

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 15, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

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

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

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

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

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

12. **STANDARD OF CARE.**

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

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

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

13. **DRUG FREE WORKPLACE.** The CONSULTANT 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 CONSULTANT pursuant to this Agreement shall contain this provision.

14. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color,

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

15. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 15, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

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

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 16.

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

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

17. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

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

CONSULTANT'S employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONSULTANT's employees hereby waive any claims to benefits or compensation described in Section 17. This Section 17 applies to CONSULTANT notwithstanding any other agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary.

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

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

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

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

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

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

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

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

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

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

F. If required insurance coverage is provided on a “claims made” rather than “occurrence” form, the CONSULTANT shall maintain such insurance coverage for three (3) years after expiration of the term (and any extensions) of this Agreement. In addition, the “retro” date must be on or before the date of this Agreement.

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

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

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

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY's Risk Manager. If the CONSULTANT does not keep all insurance policies required by this Section 19 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 ten-thousand dollars (\$10,000) must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 19, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

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

21. **TERMINATION.**

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

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

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

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

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

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

To CITY: Angelita Palma
 Housing Manager
 Community Development Department
 City of National City
 1243 National City Boulevard
 National City, CA 91950-4397

To CONSULTANT: MDG Associates LLC
 Att.: Rudy E. Munoz, President
 10722 Arrow Route, Suite 822
 Rancho Cucamonga, CA 91730

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

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

position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

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

The CONSULTANT shall be strictly liable to the CITY for all damages, costs, or expenses the CITY may suffer by virtue of any violation of this Section 23 by the CONSULTANT.

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

25. **Consultant Provisions.**

A. *Applicability of Uniform Administrative Requirements* In performing under this Agreement, the requirements of 2 CFR part 200 apply to the CONSULTANT.

B. *Consolidated Submissions for Community Planning and Development Programs.* In performing under this Agreement, the requirements of 24 CFR part 91 apply to the CONSULTANT.

C. *Affirmatively Furthering Fair Housing General HUD Program Requirements; Waivers Generally Applicable Definitions and Requirements; Waivers.* In performing under this Agreement, the requirements of 24 CFR Subtitle "A" part 5 Subpart "A" apply to the CONSULTANT.

D. *Improving Access to Services for Persons with Limited English Proficiency.* In performing under this Agreement, the requirements of Title VI & Executive Order 13166 apply to the CONSULTANT.

E. *Lobbying Disclosure Requirements* In accordance with the requirements of 24 CFR part 87.

F. *Drug-Free Workplace* Recipients and subrecipients receiving funds from HUD are subject to 2 CFR Part 2429, which implements the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.), as amended, and required to provide a drug-free workplace.

G. *Environmental Review* While the CITY is responsible for environmental reviews and determinations under this Agreement, CONSULTANT will cooperate and assist in documenting the environmental status of each assisted unit, including but not limited to the initial preparation of an Environmental Review for the work performed in Exhibit "A," that is Exempt or Categorically Excluded Not Subject to Section 58.5 checklist. In no case will CONSULTANT execute the work in Exhibit "A" with respect to a specific unit to be assisted without notification from the CITY that the PROGRAM is either exempt from environmental review or that needed reviews have been completed.

H. *Compliance with Other Federal Requirements* CONSULTANT must comply with all applicable federal requirements for the work performed in Exhibit "A."

26. **ADMINISTRATIVE PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

of the CITY, both the insurance provisions in Section 19 and the indemnification and hold harmless provision of Section 16 of this Agreement.

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

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

CITY OF NATIONAL CITY

By: _____
Benjamin A. Martinez,
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Barry J. Schultz
City Attorney

Date: _____

MDG ASSOCIATES LLC

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

By: _____
Rudy E. Munoz
President

Date: 4/23/24

By: _____
Guadalupe R. Munoz
Manager

Date: 4/23/24

Exhibit “A”
AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY
AND
MDG ASSOCIATES LLC
SCOPE OF WORK

MDG Associates LLC (“MDG”), under the direction of the City’s Housing Authority staff (“City Staff”), will prepare and update the HUD-required documents listed below in accordance with all applicable federal, state, and local policies, standards, and regulations. Per the City’s RFP, MDG may anticipate leading in the development of the documents.

- 1) Citizen and Community Participation (CCPP)
- 2) Consolidated Plan (Con Plan) to include the Year One Annual Action Plan (AAP)
- 3) Environmental Justice Scorecard
- 4) Language Access Plan (LAP)/Limited English Proficiency (LEP) Plan
- 5) Regional Assessment to Fair Housing (AFH) Plan
- 6) Regional Equity Action Plan

MDG and City staff will pursue a thorough community engagement process that fosters the meaningful involvement of National City residents. MDG will work with City staff to develop and deploy an outreach and community engagement strategy that seeks to involve as broad a spectrum of stakeholders as possible. The documents and community outreach will be completed within the timeframes provided by staff and regulatory bodies.

MDG will utilize the eCon Planning Suite format and best practices as the basis for constructing the plans. MDG will review, compile, organize, and tabulate data and other information available through the City, HUD, the U.S. Census Bureau, and other public and private organizations, as well as input gathered from the public participation process to complete the required plan components and integrate additional information as needed. Meetings, briefings, Public Hearings, public outreach, office hours, public notices, staff reports, etc.

The Scope of Services to be provided includes:

1. Citizen and Community Participation Plan (CCPP) per 24 CFR 91.105
 - a) Staff meetings (2) - 30 minutes each, online
 - b) Technical Assistance as needed via phone or online.
 - c) Update and Format CCPP
 - d) Staff Report (1)
 - e) Public Hearing (1)
 - f) Develop and disseminate content for public participation, including but not limited to flyers, social media, website content, email blasts, and surveys. All content will be disseminated using the City’s applicable platform accounts.

2. Consolidated Plan (Con Plan) per 24 CFR 91

- a) Weekly staff meetings - 30 minutes, online
- b) Consulting services and technical assistance as needed via phone or online
- c) Draft Consolidated Plan for July 1, 2025, through June 30, 2029, and One-Year Action Plan to implement the strategic plan for 2025-2026
- d) Final Consolidated Plan and One-Year Action Plan Formatted for public review and input into IDIS
- e) Public Hearings (2), in-person
- f) Council briefings (3), online
- g) Staff Reports (2)
- h) Webinar (1), 1-2 hours, online
- i) Workshop (1), 1-2 hours, in-person
- j) Community and stakeholder meetings for public participation. Development and distribution of content for public participation, including but not limited to flyers, social media, website content, email blasts, and surveys. All content will be disseminated using the City's applicable platform accounts.

3. Language Access Plan (LAP)/Limited English Proficiency (LEP) Plan per Title VI & Executive Order 13166

- a) Staff meetings (2) - 30 minutes each, online
- b) Technical Assistance as needed via phone or online.
- c) Update Draft Plan and format Plan for public review.
- d) Staff Report (1)
- e) Public Hearing (1), in-person
- f) Webinar (1), 1-2 hours, online
- g) Workshop (1), 1-2 hours, in-person
- h) Develop and disseminate content for public participation, including but not limited to flyers, social media, website content, email blasts, and surveys. All content will be disseminated using the City's applicable platform accounts.

4. Regional Assessment to Fair Housing (AFH) Plan per 24 CFR 5.150

- a) Staff meetings (2) - 30 minutes each, online
- b) Technical Assistance as needed via phone or online.
- c) National City AFH Data and Reports – TBD
- d) Staff Report (1)
- e) Public Hearing (1), in-person
- f) Webinar (1), 1-2 hours, online
- g) Workshop (1), 1-2 hours, in-person
- h) Develop and disseminate content for public participation, including but not limited to flyers, social media, website content, email blasts, and surveys. All content will be disseminated using the City's applicable platform accounts.

5. Regional Equity Action Plan per 24 CFR 5.150 and proposed rule 2529-AB05

- a) Staff meetings (2) - 30 minutes each, online
- b) Technical Assistance as needed via phone or online
- c) Provide responses to questions from the consultant drafting the Regional Plan
- d) Staff Report (1)
- e) Public Hearing (1), in-person
- f) Develop and disseminate content for public participation, including but not limited to flyers, social media, website content, email blasts, and surveys. All content will be disseminated using the City's applicable platform accounts.

6. Annual Environmental Justice Scorecard

- a) Staff meetings 2) – 30 minutes each, online
- b) Technical Assistance as needed via phone or online
- c) Draft Report (Scorecard) and format for public review
- d) Staff Report (1)
- e) Public Hearings (1) (approximately April/May 2025)
- f) Develop and disseminate content for public participation as required by federal regulations.

BUDGET

MDG proposes a not-to-exceed overall budget of \$85,000 to support the City of National City in developing its 2025-2029 HUD Consolidated Plan and Related Documents.

The not-to-exceed budget to support the City of National City in developing its Consolidated Plan and related documents includes 547 total labor hours distributed based on the level of effort expected from each member of the project team, our current hourly billing rates, and travel for the Project Manager to attend a total of three (3) in-person meetings / hearings for this project. In accordance with the RFP, our detailed proposal budget suggests combining the required in-person meetings / hearings into a total of three distinct site visits.

Per the City's RFP, the following table details, the hourly wages/salaries of personnel assigned, the estimated number of hours per person per work plan deliverable, totals, and other anticipated material costs. Including travel expenses showing how travel time is billable.

Any additional consulting services and technical assistance requested by the City that are not part of the scope of work delineated in the RFP will be billed at the hourly rates listed at the end of the summary budget table.

Travel for Scope Item 4e	Unit	Rate	Total
MDG proposes to combine the AFH hearing with the second Consolidated Plan hearing to reduce costs. See item 2.			
AFH Subtotal:	\$	8,504.00	

5. REGIONAL EQUITY ACTION PLAN TA	Hours	Rate	Total
Clint Whited, Senior Vice President	17	\$160.00	\$2,652.00
Chris Andrews, Vice President	8	\$155.00	\$1,208.00
Paul DeManche, Manager	36	\$132.00	\$4,644.00

Travel for Scope Item 5e	Unit	Rate	Total
MDG proposes to combine the Equity Plan hearing with the second Consolidated Plan hearing to reduce costs. See item 2.			

Equity AP Subtotal: \$8,504.00

6. ANNUAL ENVIRONMENTAL JUSTICE SCORECARD	Hours	Rate	Total
Clint Whited, Senior Vice President	10	\$160.00	\$1,560.00
Chris Andrews, Vice President	1	\$155.00	\$151.00
Paul DeManche, Manager	25	\$132.00	\$3,225.00

Travel for Scope Item 6e	Unit	Rate	Total
MDG proposes to combine the Environmental Scorecard hearing with the second Consolidated Plan hearing to reduce costs. See item 2.			

EJ Subtotal: \$4,936.00

Final Total \$78,953.00

MDG ASSOCIATES LLC

Labor Category Calendar Year 2024	Regular	Loaded	Loaded
	Hourly Rate	(West)	(East)
		Hourly	Hourly Rate
President	no travel incl. \$166.00	Rate \$203.00	\$213.00
Senior Vice President	\$160.00	\$197.00	\$207.00
Vice President	\$155.00	\$182.00	\$192.00
Director	\$144.00	\$171.00	\$181.00
Manager	\$132.00	\$159.00	\$169.00
Senior Associate	\$122.00	\$149.00	\$159.00
Associate	\$111.00	\$138.00	\$148.00
Senior Project Assistant	\$100.00	N/A	N/A
Project Assistant	\$88.00	N/A	N/A

Secretary \$56.00 N/A N/A
 MDG Associates LLC - Rates (3 yrs.)

Labor Category Calendar Year 2025	Regular Hourly Rate	Loaded (West)	Loaded (East)
President	\$170.00	\$208.00	\$218.00
Senior Vice President	\$164.00	\$202.00	\$212.00
Vice President	\$159.00	\$187.00	\$197.00
Director	\$148.00	\$176.00	\$186.00
Manager	\$136.00	\$164.00	\$174.00
Senior Associate	\$125.00	\$153.00	\$163.00
Associate	\$114.00	\$142.00	\$152.00
Senior Project Assistant	\$102.50	N/A	N/A
Project Assistant	\$90.00	N/A	N/A
Secretary	\$57.50	N/A	N/A

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING AN AGREEMENT WITH MDG ASSOCIATES, LLC, FOR THE DEVELOPMENT OF THE CONSOLIDATED PLAN AND RELATED DOCUMENTS FOR FISCAL YEARS (FY) 2025-2029 IN A NOT-TO-EXCEED AMOUNT OF \$85,000 FROM FY 2024 AND FY 2025 HUD ENTITLEMENT GRANT ADMINISTRATION FUNDS.

WHEREAS, as an entitlement community, the City of National City ("City") administers the Community Development Block Grant ("CDBG") and the Home Investment Partnerships Act ("HOME") Program for the Federal Government under the United States Department of Housing and Urban Development ("HUD") Community Planning Development Programs ("CPD"); and

WHEREAS, per the federal regulations at 24 CFR, Part 91, the City is required to prepare and submit a Five-Year Consolidated Plan and Annual Action Plans and other HUD-related documents; and

WHEREAS, the Housing Authority released a Request for Proposals (RFP) on November 6, 2023, for a consulting firm with experienced staff in HUD CPD requirements; and

WHEREAS, staff reviewed MDG Associates LLC's ("MDG") proposal and determined that MDG has demonstrated experience and expertise in providing consulting services and technical assistance in HUD CPD programs; and

WHEREAS, staff recommends funding MDG proposal for consulting services in the not-to-exceed amount of \$85,000 to prepare the Consolidated Plan and related documents, and to provide staff technical assistance with HUD-related matters; and

WHEREAS, the agreement with MDG will be paid for by HUD CPD entitlement grant administration funds in a not-to-exceed amount of \$85,000 of which \$30,000 comes from expenditure account 301-419-462-299-0000 (CDBG Fund) and \$20,000 from account 505-419-462-299-0000 (HOME Fund) from FY 2024 with the remaining amount of \$35,000 to be included in the FY 2025 budget using expenditure account 301-419-462-299-0000.

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 entering into an Agreement between the City of National City and MDG Associates, LLC, in a not-to-exceed amount of \$85,000 for the development of the Consolidated Plan and related documents for Fiscal Years (FY) 2025-2029, and authorizes the City Manager or his designee to execute the agreement.

Section 2: That the City Council hereby authorizes the agreement to be funded from HUD CPD entitlement grant administration funds in a not-to-exceed amount of \$85,000 of which \$30,000 comes from expenditure account 301-419-462-299-0000 (CDBG Fund) and \$20,000 from account 505-419-462-299-0000 (HOME Fund) from FY 2024 with the remaining amount of \$35,000 to be included in the FY 2025 budget using expenditure account 301-419-462-299-0000.

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

PASSED and ADOPTED this 7th day of May, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, May 7, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Approval of City Council Meeting Minutes

RECOMMENDATION:

Approve and File.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Meeting Minutes:

- Special City Council Meeting of April 2, 2024
- Regular City Council Meeting of April 2, 2024
- Regular City Council Meeting of April 16, 2024

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

EXHIBITS:

- Exhibit A – Special City Council Meeting of April 2, 2024
- Exhibit B – Regular City Council Meeting of April 2, 2024
- Exhibit C – Regular City Council Meeting of April 16, 2024



SPECIAL MEETING MINUTES OF THE CITY COUNCIL

April 2, 2024, 4:30 p.m.

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

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

Others Present: Benjamin A. Martinez, City Manager
Barry J. Schultz, City Attorney
Shelley Chapel, City Clerk

1. CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 4:41 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

Councilmembers present: Bush, Rodriguez, Molina, Yamane, Morrison

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Vice-Mayor Yamane led the Pledge of Allegiance.

4. PUBLIC COMMENT

One (1) Verbal Comment: Leah Munoz

5. CLOSED SESSION

Members retired into Closed Session at 4:46 p.m. Bush, Rodriguez, Yamane, Molina, and Morrison

All members returned to the Open Session at 6:06 p.m. with all members present in attendance: Bush, Rodriguez, Yamane, Molina, and Morrison

5.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Government Code Section 54957.6

Position to be Reviewed: City Attorney

6. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, on Tuesday, April 2, 2024, at 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 6:06 p.m.

Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of May 7, 2024.

Ron Morrison, Mayor



REGULAR MEETING MINUTES OF THE CITY COUNCIL

**April 2, 2024, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA**

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

Others Present:
Benjamin A. Martinez, City Manager
Barry J. Schultz, City Attorney
Shelley Chapel, City Clerk
Carlos Aguirre, Director of Community Development
Danielle Ghio, Acting City Librarian
Alex Hernandez, Chief of Police
Martha Juarez, Assistant Director of Engineering/Public Works
Sergio Mora, Fire Chief
Myra Martinez, Management Analyst II, Library
Paul Valadez, Budget Manager

1. CALL TO ORDER

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

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Molina led the Pledge of Allegiance.

4. INVOCATION

Delivered by the Reverend Roberto Maldonado of St. Matthews National City

5. PUBLIC COMMENT

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

Eleven (11) speakers provided in-person comment and four (4) people provided virtual comment.

In-person Comment:

Sherry Gogue
Socorro Jimenez
Jacqueline Reynoso
Edward Nieto
Paul Wapnowski
Ricardo Sanchez
Caroline Duffy
Sylvia Garner
Dukie Valderrama
Adriana Huerta
Eriq Vargas (ACCE)

Virtual Comment:

Becky Rapp
Peggy Walker
Barbara Gordon
Megan Stewart

ITEM TAKEN OUT OF ORDER

PUBLIC HEARING

9.3 Ordinance for Introduction – Unauthorized Camping or Encampments on Public Property

Barry Schultz, City Attorney introduced the item and gave an overview of the Ordinance. City Attorney Schultz introduced Ashlin Lutz, Deputy City Attorney.

Mayor Morrison declared the Public Hearing open at 7:23 p.m.

Public Comments:

Thirteen (13) speakers provided in-person comment and one (1) person provided virtual comment.

In-person Comment:

Natalie Raschke – Live Experience Advisers (LEA)
Julie Porter (LEA)
Richard Sieba (LEA)
Rachel Hayes
Ilka H. Weston Justice Overcoming Boundaries
Paul Wapnowski
Sean Sampsell
Eric R. Quinones
Edward Nieto

Levi Fiafaglione (LEA)
Natalia Rodriguez Justice Overcoming Boundaries
Lauren Kipp Justice Overcoming Boundaries
Eriq Vargas (ACCE)

One (1) via Zoom: John Brady

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

Motion carried by unanimous vote.

The Public Hearing closed at 7:55 p.m.

Recommendation: Introduce Ordinance by First Reading, entitled, "Ordinance of the City Council of the City of National City, California, Amending Title 10 of the National City Municipal Code by Repealing and Reserving Section 10.52.010(W); Amending Title 10 by Adding Chapter 10.56, All Pertaining to Regulating Encampments on Public Property to Establish a Standard for the Protection of the Life, Health, and Safety of All People, and Sensitive Public Lands within the City of National City."

Councilmember Bush left the dais at 7:52 p.m. and returned at 7:55 p.m.

ACTION: Motion by Councilmember Bush, seconded by Councilmember Molina:

- Make a motion that we have staff do further research on this encampment ban and do a comprehensive look at solutions to alleviate the homeless crisis; Direct staff to:
 - Immediately address unsafe conditions and encampments in public property under existing code
 - Provide a legal analysis on the question of whether the City can legally enforce the encampment ban if the only facility is a private facility.
 - Bring back empirical data or evidence that the increase of our unsheltered population is indeed because of the City of San Diego
 - The success, outcome, data on the City of San Diego
 - Have a map of affected areas
 - Work with the County Health & Human Services and Supervisor Nora Vargas on funding, conservatorship, possibility of shelter or detox facility to deal with those on the street with severe mental illness
 - Consider a feasibility study on comprehensive approach to homelessness; Rental market

To return to the City Council no later than the first meeting of June, (June 4, 2024).

Motion carried by unanimous vote.

Mayor Morrison called for a recess at 8:49 p.m. and the Councilmembers returned to the dais at 9:00 p.m.

6. PROCLAMATIONS AND RECOGNITION

6.1 Proclamation – “San Diego County Fair Day”

Mayor Morrison introduced and presented the Proclamation to Luis Valdivia, Marketing Specialist, and Tristan Hallman, Chief Communications Officer with the San Diego County Fair.

6.2 Fair Housing Month

Mayor Morrison introduced and presented the Proclamation to Leticia Munguia, CSA Board of Directors on behalf of Executive Director Estela De Los Rios.

6.3 Introduction of New City Employees

Mayor Morrison introduced Police Chief Hernandez, who introduced Krystal Alvarado, and Martha Juarez, Assistant Director of Engineering and Public Works, introduced Genaro Chavez.

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

Councilmember Rodriguez – No Report.

Councilmember Bush – No Report.

Councilmember Molina reported on SANDAG.

Vice-Mayor Yamane – No Report

Mayor Morrison provided an update on the business of SANDAG.

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

8. CONSENT CALENDAR

Motion by Councilmember Bush, seconded by Councilmember Molina to approve Consent Calendar Items 8.1 through 8.6.

Motion carried by unanimous vote.

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

Motion carried by unanimous vote.

8.2 City Council FY 24 Budget Summary through March 8, 2024

Approve and file the City Council Budget Summary Report.

Motion carried by unanimous vote.

- 8.3 Temporary Use Permit – National Day of Prayer Sponsored by New Covenant Tabernacle at Kimball Park Bowl on Thursday, May 2, 2024, with No Waiver of Fees.

Motion carried by unanimous vote.

- 8.4 Warrant Register #33 for the period of 2/9/24 through 2/15/24 in the amount of \$1,166,053.95.

Ratify Warrants Totaling \$1,166,053.95

Motion carried by unanimous vote.

- 8.5 Warrant Register #34 for the period of 2/16/24 through 2/22/24 in the amount of \$1,808,028.03.

Ratify Warrants Totaling \$1,808,028.03

Motion carried by unanimous vote.

- 8.6 Warrant Register #35 for the period of 2/23/24 through 2/29/24 in the amount of \$397,314.25.

Ratify Warrants Totaling \$397,314.25

Motion carried by unanimous vote.

9. PUBLIC HEARING

- 9.1 Public Hearing and Resolution Approving the Fiscal Year 2024-2025 Streamlined Annual Public Agency Plan for the Section 8 Housing Choice Voucher Program

Adopted Resolution No. 2024-90

Community Development Director Carlos Aguirre introduced the item.

Mayor Morrison declared the Public Hearing open at 9:18 p.m.

There were no public comments.

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Molina to close the public hearing.

Motion carried by unanimous vote.

The Public Hearing closed at 9:19 p.m.

Recommendation: Conduct the Public Hearing and Adopt a Resolution Entitled, “Resolution of the Community Development Commission–Housing Authority of the City of National City, California, Approving the Streamlined Annual Public Housing Agency Plan for the Housing Choice Voucher Program for Fiscal Year 2024-2025, and Authorizing the Submittal of the Plan to the U.S. Department of Housing and Urban Development.”

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

Motion carried by unanimous vote.

9.2 Second Reading and Adoption of Ordinances Amending the Westside Specific Plan and Title 18 of the Municipal Code.

Adopted Ordinance Nos. 2024-2528 and 2024-2529

Community Development Director Carlos Aguirre introduced the item.

Mayor Morrison declared the Public Hearing open at 9:20 p.m.

One (1) public comment was received from Mikhaila Arroela

One (1) written comment was received from Ted Godshalk.

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

Motion carried by unanimous vote.

Public Hearing closed at 9:23 p.m.

Recommendation: Second Reading and Adoption of the Ordinances Entitled:

ACTION: Motion by Councilmember Molina, seconded by Councilmember Rodriguez to Adopt Ordinance No. 2024-2528, “An Ordinance of the City Council of the City of National City, California, Adopting the Westside Specific Plan Amendment and Amending the Zoning Text and Map of the Westside Specific Plan;”

Motion carried by unanimous vote.

and,

ACTION: Motion by Councilmember Molina, seconded by Councilmember Rodriguez to Adopt Ordinance No. 2024-2529, “An Ordinance of the City Council of the City of National City, California, Adopting Municipal Code Chapter 18.49 to Provide Objective Design Standards for Housing Development, Adopting Chapter 18.50 to Provide a Floor Area Ratio Bonus Program, Adopting Amendments to Chapter 18.29 (Overlay Zones) to Create a Mixed-Use Overlay Zone to Allow Residential Development on Certain Parcels Zone CL and CS, and Amending Chapter 18.10 (Understanding the Land Use Code), Chapter 18.12 (Permits and Applications), Chapter 18.22 (Commercial Zones), Chapter 18.24 (Mixed-Use Corridor and District Zones), Chapter 18.30 (Specific Use Regulations), Chapter 18.48 (Residential Density Bonus and Affordable Housing Incentives), and Chapter 18.60 (Glossary) as well as other Amendments to Revise Title 18.”

Motion carried by unanimous vote.

10. STAFF REPORTS

10.1 Selection of National City Public Library Mural

Myra Martinez, Management Analyst II, Library, gave the report and PowerPoint presentation.

Recommendation: Library staff recommends that the City Council select the image of the mural to be installed.

ACTION: Motion by Councilmember Molina, seconded by Vice-Mayor Yamane, to allow the Public Arts Committee and the Board of Library Trustees to review the artwork and provide the City Council with a recommendation.

Motion carried by unanimous vote.

10.2 Fiscal Year 2024 Mid-Year Budget Status Report

Adopted Resolution No. 2024-25

Paul Valadez, Budget Manager, provided a summary of the mid-year budget report.

One (1) in-person Public Comment: Ed Nieto

Recommendation: Accept the Report and Adopt the Resolution Entitled: "Resolution of the City Council of the City of National City, California, Authorizing Various Fiscal Year 2024 Budget Adjustments"

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

Motion carried by unanimous vote.

10.3 Discussion and Direction Regarding Proposed City Councilmember Budget Policy

Barry Schultz, City Attorney provided the report.

Recommendation: Review and Discuss Proposed Policy; Provide Direction to City Staff Regarding Modifications and Potential Adoption of Proposed Policy.

Councilmember Bush left the dais at 10:04 p.m. and returned at 10:05 p.m.

Seven (7) speakers provided in-person comment:

Daniel Perez
Randi Salgado
Sean Sampsell
Joan Rincon
Ricardo Sanchez
Ed Nieto
Sherry Gogue

Mayor Morrison appointed two members to an Ad Hoc Committee to receive recommendations from Councilmembers through the City Attorney. Members of the Ad Hoc Committee will be Mayor Morrison and Vice-Mayor Yamane.

At 10:39 p.m., Mayor Morrison reminded the City Council of Policy #104 that requires the City Council Meeting to be adjourned no later than 10:30 p.m. unless extended by Council vote. Mayor Morrison asked the City Council to consider extending the meeting to complete the remaining items. Motion by Councilmember Molina and seconded by Councilmember Bush.

11. CITY MANAGER'S REPORT

No report.

12. ELECTED OFFICIALS REPORT

Closing remarks were provided by members of the City Council.

13. CITY ATTORNEY REPORT

CLOSED SESSION

Mayor Morrison introduced City Attorney Schultz who announced that there was no reportable action on the Closed Session item.

5.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Government Code Section 54957.6

Position to be reviewed: City Attorney

14. ADJOURNMENT

Mayor Morrison adjourned the meeting to the Regular Meeting of the City Council of the City of National City on Tuesday, April 16, 2024, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 10:53 p.m.

Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of May 7, 2024.

Ron Morrison, Mayor



REGULAR MEETING MINUTES OF THE CITY COUNCIL

**April 16, 2024, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA**

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

Others Present: Benjamin A. Martinez, City Manager
Richard Romero, Assistant City Attorney
Shelley Chapel, City Clerk
Carlos Aguirre, Director of Community Development
Phil Davis, Interim Finance Director
Danielle Ghio, Acting City Librarian
Brian Hadley, Deputy City Manager
Tonya Hussain, Deputy City Clerk
Stephen Manganiello, Director of Engineering/Public Works
Sergio Mora, Fire Chief
Omar Ramirez, Internal Affairs/Backgrounds Lieutenant
Chris Sullivan, Police Captain

1. **CALL TO ORDER**

A Regular Meeting of the City Council of the City of National City was called to order at 6:10 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

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

AB 2449 Request:

Vice-Mayor Yamane requested to attend the meeting virtually due to “just cause.”

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

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

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

This was the first virtual City Council Meeting Vice-Mayor Yamane attended in Calendar Year 2024 under the AB 2449 provision. Vice-Mayor Yamane confirmed there was no other individual over the age of 18 present at the remote location with her.

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

Roll Call Vote to allow Vice-Mayor Yamane to attend virtually via AB 2449.

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

2. **ROLL CALL**

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

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

Councilmember Bush led the Pledge of Allegiance.

4. **INVOCATION**

Invocation delivered by local pastor.

5. **PUBLIC COMMENT**

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

Ten (10) speakers provided in-person comments, three (3) people provided virtual comment and one (1) written comment was received.

In-Person Public Comment:

Vincent Yanez
Elizabeth Esparza
Sherry Gogue
Julie Paule
Edward Nieto
Eric Quionnes
Andrew McKercher
Thomas G. Rike
Aida Casteneda
Grace Nakashima

Written Comment:

Coalition for Fair Employment in Construction

Virtual Comment:

Megan Stuart
Diana Munoz
Janice Reynoso

6. PROCLAMATIONS AND RECOGNITION

6.1 National Library Week

Mayor Morrison presented the Proclamation. Acting Librarian Danielle Ghio introduced the members of the Board of Library Trustees who accepted the proclamation.

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

7.1 Southwestern Community College - Higher Education Center National City

Mayor Morrison introduced Southwestern College Trustee - Area 1 Robert Moreno who introduced Dean Christine Perri who provided a PowerPoint presentation.

8. INTERVIEWS AND APPOINTMENTS

8.1 Appointments: City Boards, Commissions and Committees – Mayoral Appointment for the Traffic Safety Committee.

Recommendation: Mayoral Appointment with City Councilmembers' Confirmation.

ACTION: Motion by Mayor Morrison, seconded by Councilmember Rodriguez to appoint Natalie Brown to the Traffic Safety Committee with a term ending September 30, 2024.

Motion carried by unanimous vote.

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

Councilmember Rodriguez provided an update on the SANDAG Public Safety Committee meeting.

Councilmember Molina presented an update on the SANDAG Board of Directors Meeting.

Vice-Mayor Yamane provided an update on San Diego Community Power, the San Diego County Water Authority, Metro Wastewater Joint Powers Association, and the Sweetwater Authority.

Mayor Morrison provided an update on the business of the Sweetwater Authority, and the Regional Solid Waste Association.

Port Commissioner Sandy Naranjo provided an update on the recent Board meeting and discussion of the Tijuana River Valley and Assembly Bill 2783.

Councilmember Molina disclosed her participation in advocacy for the support of Assembly Bill 2783 authored by Assembly Member Alvarez and her presence at the Assembly Committee Meeting in support of the bill.

10. CONSENT CALENDAR

ACTION: Motion by Councilmember Bush, seconded by Councilmember Molina to approve all Consent Calendar Items with the exception of Items 10.3 pulled for public comment, 10.5 pulled by Councilmember Bush, and Item 10.8 pulled by Vice-Mayor Yamane.

Motion carried by unanimous vote.

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

Motion carried by unanimous vote.

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

Motion carried by unanimous vote.

Item pulled for Public Comment

10.3 2023 Annual Military Equipment Use Report

Adopted Resolution No. 2024-26.

Police Chief Hernandez introduced Lieutenant Omar Ramirez who provided a PowerPoint presentation.

In-person public comment received from Ed Nieto.

Recommendation: Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Receiving the 2023 Annual Military Equipment Use Report, Renewing Ordinance 2022-2496, and Authorizing the Purchase of Additional Equipment to Include Two Unmanned Aerial Vehicles, Two Daniel Defense Rifles, One Tactical R/C Robot, and a Grant Funded Lenco Bearcat Rescue Vehicle as Required by AB 481."

ACTION: Motion by Councilmember Molina seconded by Councilmember Bush to adopt the resolution.

Friendly amendment by Councilmember Bush that the item be heard by the Community & Police Relations Commission in the future.

Motion carried by unanimous vote.

- 10.4 Agreement with Devaney Pate Morris & Cameron, LLP for Legal Services in the Specialized Area of Land Use and Business Matters Regarding the San Diego Unified Port District.

Adopted Resolution No. 2024-27.

Adopt the Resolution Entitled "Resolution of the City Council of the City of National City, California, Authorizing an Agreement Between the City of National City and Devaney Pate Morris & Cameron, LLP for Legal Services in the Specialized Area of Land Use and Business Matters Regarding the San Diego Unified Port District in the Not-to-Exceed Amount of \$25,000.

Motion carried by unanimous vote.

Item pulled by Councilmember Bush.

- 10.5 Agreement Between the City of National City and Kreisberg Law Firm, LLP for Legal Services in the Specialized Area of Labor Law.

Human Resources Director Lydia Hernandez addressed the City Council.

Recommendation: Adopt Resolution entitled, "Resolution of the City Council of the City of National City, California, Approving an Agreement between the City of National City and Kreisberg Law Firm, LLP for Legal Services in the Specialized Area of Labor Law."

ACTION: Motion by Councilmember Bush, seconded by Councilmember Rodriguez for staff to obtain two additional proposals from law firms and conduct interviews in Closed Session or with an Ad Hoc Committee comprised of Mayor Morrison and Councilmember Bush before the next City Council meeting and for staff to inquire with the Municipal Employees Association regarding the urgency of the matter of including part time employees into the union.

Motion carried by unanimous vote.

- 10.6 Appropriation of Funds in the amount of \$500,004 for the Clean Mobility Options (CMO) Voucher Program for the Free Ride Around National City (FRANC) Shuttle Program.

Adopted Resolution No. 2024-29.

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Appropriation of Grant Funds in the amount of \$500,004 for the Clean Mobility Options (CMO) Voucher Program for the Free Ride Around National City (FRANC) Shuttle Program."

Motion carried by unanimous vote.

- 10.7 Approval of the Fourth Amendment to the Joint Exercise of Powers Agreement for the Metro Wastewater Joint Powers Authority as a Participating Agency

Adopted Resolution No. 2024-30.

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, authorizing the Mayor to execute the Fourth Amendment to the Joint Exercise of Powers Agreement for the Metro Wastewater Joint Powers Authority which Amends Sections 3.02 and 3.05 of the Joint Powers Agreement as a Participating Agency of the Metro Wastewater Joint Powers Authority."

Motion carried by unanimous vote.

Item pulled by Vice-Mayor Yamane

- 10.8 Approving Job Classifications and Proposed Salary Schedule

Adopted Resolution No. 2024-31.

Recommendation: Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Creating Two (2) New Job Classifications for the Roles of Emergency Manager and Fire Division Chief, Revising the Community Services Officer Job Classification, and Amending the Management Compensation Plan Salary Schedule."

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Molina to adopt the resolution and for the promotions to be expedited.

Motion carried by unanimous vote.

- 10.9 Notice of Decision – Variance to Allow a New Single-Family Home to Deviate from Requirements for Minimum Lot Area, Minimum Yard Setbacks, the Location of Parking Spaces, and Maximum Height at a Vacant Property located on East 4th Street.

Staff Recommends Approval of the Variance, Subject to the Recommended Conditions in the Attached Resolution and a Determination that the Project is Exempt from CEQA. The Proposed Single-Family Residence is a Permitted Use in the Small Lot Residential (RS-2) Zone.

Motion carried by unanimous vote.

- 10.10 Temporary Use Permit – 5th Annual End of Summer Car Show and Cruise hosted by the San Diego Lowrider Association at Kimball Park on Saturday, September 7, 2024, from 11:00 a.m. to 5:00 p.m. with No Waiver of Fees.

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

Motion carried by unanimous vote.

- 10.11 Warrant Register #36 for the period of 3/1/24 through 3/7/24 in the amount of \$3,988,162.44

Ratify Warrants Totaling \$3,988,162.44

Motion carried by unanimous vote.

- 10.12 Warrant Register #37 for the period of 3/8/24 through 3/14/24 in the amount of \$743,436.99

Ratify Warrants Totaling \$743,436.99

Motion carried by unanimous vote.

- 10.13 Warrant Register #38 for the period of 3/15/24 through 3/21/24 in the amount of \$2,335,074.98

Ratify Warrants Totaling \$2,335,074.98

Motion carried by unanimous vote.

11. PUBLIC HEARING

- 11.1 Introduction of an Ordinance Amending Section 9.07 (Food Caterers and Catering Equipment Rentals) of the National City Municipal Code.

Assistant Director of Community Development Martin Reeder provided a PowerPoint presentation.

Mayor Morrison declared the Public Hearing open at 8:05 p.m.

In-person public comment:

Erika Burboa

Christian & Gabriella Villasana

Eddie Perez

Edward Nieto

Vice-Mayor Yamane exited Zoom visibility at 8:14 p.m. and returned at 8:16 p.m.

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

Motion carried by unanimous vote.

Public Hearing closed at 8:20 p.m.

Recommendation: Introduce the Ordinance

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

Motion carried by unanimous vote.

Mayor Morrison released the translator at 8:28 p.m.

- 11.2 Ordinance for Introduction – Discharge of Fats, Oils and Grease (FOG) to the Municipal Sewer System.

Councilmember Rodriguez left the dais at 8:41 p.m. and returned at 8:46 p.m.

Assistant Director of Engineering/Public Works Martha Juarez presented the item.

Mayor Morrison declared the Public Hearing open at 8:47 p.m.

There was no public comment.

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

Motion carried by unanimous vote.

Public Hearing closed at 8:48 p.m.

Recommendation: Introduce Ordinance by First Reading, entitled, "Ordinance of the City Council of the City of National City, California, amending Section 14.06.190 – Industrial Wastes - Discharge Restrictions - Permit Required When, and adding Chapter 14.24 – Fats, Oils and Grease Discharge Control to Title 14 of the National City Municipal Code."

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

Motion carried by unanimous vote.

Mayor Morrison called for a recess at 8:52 p.m. Meeting reconvened at 9:00 p.m. with all members present.

- 11.3 Public Hearing and Adoption of a Resolution of the City Council of the City of National City amending the previously adopted Transportation Development Impact Fee (TDIF) schedule and annual adjustment to the TDIF.

Adopted Resolution No. 2024-32.

Director of Engineering/Public Works Steve Manganiello presented the item.

Mayor Morrison declared the Public Hearing open at 9:03 p.m.

Public Comment received from Thomas Rike.

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

Motion carried by unanimous vote.

Public Hearing closed at 9:06 p.m.

Recommendation: Public Hearing and Adoption of a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Amending the previously adopted Transportation Development Impact Fee (TDIF) Schedule and Annual Adjustment to the TDIF, Pursuant to National City Municipal Code Section 4.52.100 and Consistent with Government Code Section 66017, Approving an Adjustment to the TDIF as Required by the San Diego Association of Governments (SANDAG) for Receipt of *TransNet* Local Street Improvement Revenues, Resulting in the TDIF Increasing from \$2,741.97 per New Residential Dwelling Unit to \$2,875.06 per Unit Beginning July 1, 2024.

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

Motion carried by unanimous vote.

12. STAFF REPORTS

12.1 Update on Bid Results for El Toyon Park Improvements (CIP No. 22-26)

Director of Engineering/Public Works Steve Manganiello presented the item.

One public comment was received from AJ Estrada.

Recommendation: Accept and file the staff report.

No vote.

12.2 Update on the Use of American Rescue Plan Act (ARPA) Funds

Director of Engineering/Public Works Steve Manganiello provided a PowerPoint presentation.

Virtual Public Comment received from Janice Reynoso.

In-person comment:

Eddie Perez

Ed Nieto

Randi Castle Salgado

Recommendation: Provide Feedback and Direction on Priorities for Expenditure of Remaining ARPA Funds.

ACTION: Motion by Councilmember Bush, seconded by Councilmember Molina to move forward with Option 4 – Prefabricated or portable facilities for showers, restrooms, locker rooms and changing areas.

Motion approved by unanimous vote.

13. CITY MANAGER'S REPORT

City Manager Ben Martinez announced the deadline to apply for FEMA assistance and spoke to staff's attendance at the 4th Annual Cruising Community Policing Conference.

In-person public comment received from Aida Castaneda.

City Council of Policy #104 requires the City Council Meeting to be adjourned no later than 10:30 p.m. unless extended by Council vote. At 10:30 p.m. Mayor Morrison asked the City Council to consider extending the meeting to complete the remaining items. Motion by Councilmember Molina and seconded by Councilmember Bush. Motion carried by unanimous vote.

14. ELECTED OFFICIALS REPORT

14.1 POLICY 105 REQUEST - Local Agency Formation Commission Informational Presentation - Requested by Councilmember Bush

Councilmember Bush introduced the item.

In-person public comment received from Eddie Perez.

Virtual Public comment received from Sharon Cloward.

ACTION: Motion by Councilmember Bush, seconded by Councilmember Molina to invite LAFCO, the State Lands Commission, and the Port of San Diego to participate in a City Council meeting occurring in May to discuss the Municipal Service Agreement.

Substitute Motion by Mayor Morrison for the City to postpone the item until LAFCO received indication that they have jurisdiction, seconded by Vice-Mayor Yamane. After further discussion, Vice-Mayor Yamane withdrew her second.

Substitute motion failed due to lack of a second.

Original motion.

Ayes: Bush, Molina

Nays: Rodriguez, Yamane, Morrison

Motion failed by 3-2 vote.

14.2 POLICY 105 REQUEST - Support of AB 2783 - Requested by Councilmember Bush

Councilmember Bush introduced the item.

In-person comment:

Jennifer Blackhall

Edward Nieto

Eddie Perez

Kyle Heiskala

Ansermio Estrada

Bridget Browning

Virtual Comment:

Janice Reynoso

Sharon Cloward

Sophie Silvestri

ACTION: Motion by Councilmember Bush, seconded by Councilmember Molina to place the item on the agenda for a Special City Council meeting before April 24, 2024.

Ayes: Bush, Molina
Nays: Rodriguez, Yamane, Morrison

Motion failed by 3-2 vote.

Closing remarks were provided by members of the City Council.

15. **CITY ATTORNEY REPORT**

No report.

16. **ADJOURNMENT**

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, on Tuesday, May 7, 2024, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 11:36 p.m.

Tonya Hussain, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of May 7, 2024.

Ron Morrison, Mayor



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk's Office
Meeting Date: Tuesday, May 7, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Biennial Review and Adoption of Resolution Amending the National City Conflict of Interest Code.

RECOMMENDATION:

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City Adopting the Amended City Conflict of Interest Code which Incorporates by Reference the Fair Political Practices Commission's (FPPC) Standard Model of Conflict of Interest Code, Repealing Resolution No. 2022-128."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Background

Government Code Section 87306.5 requires no later than July 1 of each even-numbered year, the City Council, as the Code reviewing body for the City departments, must review the Conflict of Interest Code, list of designated reporting positions, and the respective disclosure categories. The purpose of this review is to provide reasonable assurance that all foreseeable potential conflict of interest situations involving City Elected Officials, City employees, Consultants, and Members of listed Boards, Commissions and Committees will be disclosed or prevented. State law also mandates that upon completion of the review of the Conflict of Interest Code, the Code should be amended to reflect any changes necessitated by the review, including new and/or different positions, duties and responsibilities.

A public official has a financial interest in a decision if it is reasonably foreseeable that the decision will have a material financial effect distinguishable from its effect on the public generally on the official, a member of their immediate family (spouse, registered domestic partner and dependent children), or on any economic interest. Government Codes Section 87103.

No public official at any level of State or local government shall make, participate in making or in any way attempt to use their official position to influence a governmental decision in which he or she knows or has reason to know that they have a financial interest. Government Code Section 87100.

The term "public official" includes every member, officer, employee, or consultant of a local agency. "Member" includes boards, commission, and committee members who possess decision making authority per Regulation 18701 (a)(1)

An official “makes” a decision when they:

- Vote on a matter;
- Approve the Budget;
- Adopt Policy
- Enter into contractual agreements; or,
- Make purchases.

Participates in a Decision means:

- Negotiating the terms of a Contract;
- Writing the Specification of a Bid; or,
- Advising or making recommendations to the decision-making or governing body without significant intervening substantive review.

City Conflict of Interest Code

Staff has completed a review of Appendix A of Designated Filers and is requesting the City Council adopt the proposed Resolution which will amend the Conflict of Interest Code. The Appendix has been updated with the following positions which have been established or abolished since the last review in 2022, and amendments suggested based on actual responsibilities of the positions.

Code Filer Newly Established Positions or Changes in Titles:

Assistant Director of Community Development, City Manager Reorganization approved 2/6/24

Building Official

City Librarian, City Manager Reorganization approved 2/6/24

Community Services Director

Crime & Intelligence Analyst, Resolution No. 2023-39

Deputy City Manager, City Manager Reorganization approved 2/6/24

Director of Finance, City Manager Reorganization approved 2/6/24

Equipment Mechanic I, Resolution No. 2023-60

Equipment Mechanic II

Executive Assistant III, City Manager Reorganization approved 2/6/24

Fire Inspector I, Resolution No. 2023-113

Fire Inspector II

Homelessness Services Coordinator, Resolution No. 2022-132

Lead Equipment Mechanic

Library Circulation Supervisor, Resolution No. 2023-113

Nutrition Services Supervisor, Resolution No. 2022-132

Public Works Crew Supervisor, Resolution No. 2023-113

Senior Information Technology Analyst, Resolution No. 2022-40

Abolished Positions:

Assistant City Manager, City Manager Reorganization approved 2/6/24

Director of Housing & Economic Development, City Manager Reorganization approved 2/6/24

Director of Administrative Services, City Manager Reorganization approved 2/6/24

Director of Library and Community Services, City Manager Reorganization approved 2/6/24

Planning Manager, City Manager Reorganization approved 2/6/24

State law also mandates that upon completion of the review of the Conflict of Interest Code, the Code should be amended to reflect any changes necessitated by the review, including new and/or different positions, duties and responsibilities.

Upon adoption of the Resolution, a copy of the Resolution and amended Conflict of Interest Code are to be forwarded to the Fair Political Practices Commission (FPPC) by the Office of the City Clerk.

FINANCIAL STATEMENT:

There is no fiscal impact associated with this item.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Communication and Outreach

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 – Filing Categories

Exhibit B – Resolution Adopting the Amended Conflict of Interest Code

Exhibit C – Appendix A - Positions and Disclosure Categories

EXHIBIT A

CITY OF NATIONAL CITY CONFLICT OF INTEREST CODE DESIGNATED CODE FILER POSITIONS

GENERAL PROVISIONS

When a designated employee or individual is required to disclose investments, business positions and sources of income, they need only disclose investments in business entities and sources of income which do business in the City, plan to do business in the City or have done business in the City within the past two (2) years. In addition to other activities, a business entity is doing business within the City if it owns real property within the City. When a designated employee or individual is required to disclose real property they need only disclose that which is located in whole or in part, within or not more than two (2) miles outside the boundaries of the City or within two (2) miles of any land owned or used by the City.

Designated employees or individuals shall disclose their financial interest pursuant to the appropriate disclosure category as indicated in this Exhibit "A".

- All designated employees required to submit an initial Statement of Interest Form 700 shall file electronically including electronic signature with the City Clerk within thirty (30) days after the effective date of this resolution. Initial filings shall cover the period of the twelve (12) months prior to the date of the adoption of this Conflict of Interest Code.
- All individuals appointed, promoted, or transferred to a designated position shall file statements within thirty (30) days of assuming office. These "assuming office" statements cover the period of the twelve (12) months prior to the date of assuming office statement.
- When an individual is in an "interim or acting" capacity, they are subject to the same disclosure requirements of the position in which they are filling. An assuming office statement would be filed.
- Annual statements shall be filed with the City Clerk by April 1 of each year by all designated employees, elected officials, Committee/Board/ Commission members or individuals. Such statements shall cover the period of the preceding calendar year.
- Every designated employee who leaves office shall file, within thirty (30) days of leaving office, a statement disclosing financial interests held or received at any time during the period between the closing date of the last statement required to be filed and the date of leaving office.
- Any individual serving in dual roles may file a combined statement by reporting according to their broadest range of disclosure.

- Failure to file the required statement in a timely fashion may result in the imposition of administrative, criminal, and civil sanctions as provided in Government Code Sections 81000-91014.

Resource: Title 2, California Code of Regulations, Section 18730 Provisions of Conflict of Interest Codes.

DISCLOSURE CATEGORIES CATEGORY

Category 1: Disclose all business entities and non-profit organizations in which investments, business positions (e.g. director, officer, partner, trustee, employee or hold any position of management) and sources of income including gifts, loans and travel payments located in National City, including property located within a two-mile radius of any property owned or used by the City of National City.

Example: Accountants, Board Members, City Council, Chief Executives (Directors), Fire Chief, Fire Battalion Chief, Engineers, and 87200 filers such as City Council.

Category 2: All interests in real property within the jurisdiction of the City.

Example: Community Development and or Planning Director, Appraiser, Building Inspectors, Planning Commission and Fire Inspector and 87200 filers such as City Council

Category 3: All investments, business positions in business entities, non-profit organizations and sources of income, including gifts, loans and travel payments, interest in real property and sources of income subject to the regulatory, permit or licensing authority of the specific City department.

Example: Risk Manager, Building Inspectors, Engineer, Plan Check, and 87200 filers such as City Council

Category 4: All investments in business entities, non-profit organizations and sources of income, including gifts, loans and travel payments, and sources of income which engage in land development, construction or the acquisition of real property, and interests in real property located in National City, including property located within a two-mile radius of any property owned or used by the City of National City.

Example: Purchasing Agent, Fire Marshall, Fire Captain, Building Inspector, and 87200 filers such as City Council

Category 5: All investments in business entities, non-profit organizations in which investments, business positions (e.g. director, officer, partner, trustee, employee or hold any position of management) and sources of income including gifts, loans and travel payments, and of the type which contracts with the City to provide services, supplies, materials, machinery or equipment to any City department.

Example: Fleet or Facilities Supervisor, IT, Building Inspector, and 87200 filers such as City Council

Category 6: All investments in business entities and sources of income of the type which contracts with the City to provide to the designated employee's department services, supplies, materials, machinery or equipment to any City department.

Example: Fleet or Facilities Supervisor, IT, and 87200 filers such as City Council.

Category 7: All investments, positions in business entities, income including gifts, loans and travel payments, and income from non-profit organizations, if the sources is the type that receives grants or other monies from or through the City.

Example: Grants Coordinator, Parks & Recreation Deputy Director, Parks & Recreation Supervisors, Police Captain, and 87200 filers such as City Council.

Unlimited Disclosures: 87200 Category are **required to file full disclosure of all categories** pursuant to Article 2 of Chapter 7 of the Political Reform Act, Government Code sections 87200, et. seq. Position meets criteria in Regulation 18700.3 as a public investment manager.

Example: City Council, Planning Commissioners, City Manager, City Attorney, City Treasurer, and other public officials who manage public investments and candidates for any of these offices at any election comply with the provisions of the Political Reform Act relating to the filing of Statements of Economic Interests. All such positions are deemed as 87200 Designated Positions.

CONSULTANTS

The staff person most knowledgeable of the work that a Consultant will be performing shall designate whether or not the Consultant must file a Statement of Economic Interest by marking the appropriate box on the Agreement or Contract cover sheet. When determined that a Consultant is designated and is responsible for disclosure, they shall be required to file a Statement of Economic Interest disclosing reportable interests subject to all disclosure categories.

Consultants who make (not just recommend) governmental decisions, such as whether to approve a rate, rule, or regulation, whether to issue, deny, suspend, or revoke any permit, license, application, certificate or similar authorization, adopt or grant City approval to a plan, design, report, study, or adopt or grant City approval of policies, standards, or guidelines for the City or any subdivision thereof shall be required to disclose. Consultants who act in a staff capacity with the City, and in that capacity perform the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a designated position in the City's Conflict of Interest Code, shall disclose at the same level as the comparable designated position identified.

RESOLUTION NO. 2024 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADOPTING THE AMENDED CITY CONFLICT OF INTEREST CODE WHICH INCORPORATES BY REFERENCE THE FAIR POLITICAL PRACTICES COMMISSION’S (FPPC) STANDARD MODEL OF CONFLICT OF INTEREST CODE, REPEALING RESOLUTION NO. 2022-128

WHEREAS, the Political Reform Act of 1974, Government Code Sections 81000, et seq., requires every state or local government agency to adopt and promulgate a Conflict of Interest Code that designates positions and financial interests that must be disclosed by those positions; and

WHEREAS, designated positions shall file Statement of Economic Interest with the City Clerk through the City Electronic Filing System “NetFile” and are available for public inspection upon acceptance in the system, and reproduction per Government Code Section 81008; and

WHEREAS, Conflict of Interest statements are retained per the City Records Retention Code and FPPC Regulations 18944 and 18944.1, and Government Code Sections 81009, and 84615; and

WHEREAS, the Fair Political Practices Commission has adopted a standard model Conflict of Interest Code, 2 California Code of Regulations Section 18730, which can be incorporated by reference, and which will be amended to conform to amendments in the Political Reform Act of 1974 after public notice and hearings conducted by the Fair Political Practices Commission (FPPC) pursuant to the Administrative Procedure Act, Government Code Sections 11370, et seq.; and

WHEREAS, the City of National City has adopted the standard model and last amended its Conflict of Interest Code in 2022 by Resolution Number 2022-128; and

WHEREAS, Section 87306.5 of the Act requires that no later than July 1 of each even-numbered year, the code reviewing body (the City Council is the “code reviewing body” for all agencies in the City, including the CDC) shall cause a review of its conflict of interest code to occur, and for the code to be amended if necessitated by changed circumstances; and

WHEREAS, the Conflict of Interest Code differentiates between designated positions with different powers and responsibilities and requires disclosure of all foreseeable Conflict of Interest; and,

WHEREAS, the City of National City has determined that changes are necessary to reflect the addition and/or deletion of certain positions and has amended the attached Appendix to accurately reflect those changes which should be designated and the categories of financial interests which should be made reportable.

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

Section 1: That the above recitals are true and correct.

Section 2: That the standard FPPC Conflict of Interest Code, as set forth in Title 2 California Code of Regulations Section 18730, and as may be amended from time to time by the FPPC, is incorporated by reference and constitutes the Conflict of Interest Code for the City of National City.

Section 3: That the list of designated positions subject to the requirements of the Conflict of Interest Code are amended, including their respective disclosure categories are set forth in Appendix A, attached to the Agenda Report as Exhibit C.

Section 4: That the City of National City has conducted the 2024 Biennial Review of its Conflict of Interest Code, as required by the Political Reform Act, and as a result of the biennial review determined the need for an amended Conflict of Interest Code as presented in this resolution.

Section 5: That Resolution No. 2022-128 is hereby repealed.

Section 6: That the City Council of the City of National City, California, hereby approves the City of National City Conflict of Interest Code which is attached as Exhibit A to the Agenda Report..

PASSED, APPROVED AND ADOPTED by the City Council of the City of National City at this regular meeting this 7th day of May, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney

APPENDIX A

National City Positions and Disclosure Categories

CURRENT POSITIONS	CURRENT DISCLOSURE CATEGORIES 2022	SUGGESTED DISCLOSURE CATEGORIES 2024
Accountant	1,2,4,5	1,2,4,5
Assistant City Attorney	1,2,3,5,7	1,2,3,5,7
Assistant City Manager	1,2,3,5,7	REMOVE
Assistant Director of Community Development	None	1,2,5,7
Assistant Engineer – Civil	1,2,3,5,7	1,2,3,5,7
Associate Planner	3,4	3,4
Battalion Chief	2	2
Budget Manager	1,2,3,4,5,6,7	1,2,3,4,5,6,7
Building Official	None	1,2,3,4,5
Buyer	2,4,5,7	2,4,5,7
City Attorney	87200	87200
City Clerk	1,2,6	1,2,6
City Librarian	None	6,7
City Manager	87200	87200
City Treasurer	87200	87200
Code Conformance Officer II	3	3
Community Development Manager	1,2,6,7	1,2,6,7
Community Development Specialist II	2	2
Community Development Specialist III	1,2,4,5,7	1,2,4,5,7
Confidential Assistant	1,2,3,5,7	1,2,3,5,7
City Councilmember	87200	87200
Community Services Director	None	1,2,5,7
Crime & Intelligence Analyst	None	7
Deputy City Attorney	1,2,3,5,7	1,2,3,5,7
Deputy City Clerk	1,2,6	1,2,6
Deputy City Manager	None	1,2,3,5,7
Deputy Fire Marshall	1,2,6	1,2,6
Director of Housing & Economic Development	1,2,6,7	REMOVE
Director of Administrative Services	1,2,5,7	REMOVE
Director of Community Development	1,2,5,7	1,2,5,7
Director of Emergency Services	1,2,5,7	1,2,5,7
Director of Finance	None	1,2,5,7
Director of Library and Community Services	1,2,5,7	REMOVE
Director of Public Works/City Engineer	1,2,5,7	1,2,5,7
Equipment Maintenance Supervisor	5	5
Equipment Mechanic I	None	5

<u>Equipment Mechanic II</u>	None	<u>5</u>
Executive Assistant II	3,6	3,6
<u>Executive Assistant III</u>	None	<u>3,6</u>
Executive Assistant IV	1,2,5,7	1,2,5,7
Executive Secretary	1,2,5,7	1,2,5,7
Financial Services Officer	1,2,5,7	1,2,5,7
Fire Battalion Chief	2,4,5,7	2,4,5,7
Fire Inspector	2,4,5	2,4,5
<u>Fire Inspector I</u>	None	<u>2,4,5</u>
<u>Fire Inspector II</u>	None	<u>2,4,5</u>
<u>Homelessness Service Coordinator</u>	None	<u>1,2,6,7</u>
Housing Programs Manager	1,3,6,7	1,3,6,7
HR Resources Analyst	None	None
HR Director	1,2,5,7	1,2,5,7
HR Manager	1,5,7	1,5,7
IT Analyst	3,4,6	3,4,6
IT Manager	4,6,7	4,6,7
<u>Lead Equipment Mechanic</u>	None	<u>5</u>
<u>Library Circulation Supervisor</u>	None	<u>6</u>
Management Analyst II	1,3,4,6	1,3,4,6
Management Analyst III	1,3,4,6	1,3,4,6
Mayor	87200	87200
Neighborhood Services Manager	1,3,4,6	1,3,4,6
Nutrition Programs Manager	6	6
<u>Nutrition Services Supervisor</u>	None	<u>6</u>
Park Superintendent	3,4,6	3,4,6
Park Supervisor	3,4,6	3,4,6
Planning Commissioner	87200	87200
Police Captain	1,2,3,6,7	1,2,3,6,7
Police Chief	1,2,3,6,7	1,2,3,6,7
Police Lieutenant	1,2,6	1,2,6
Police Operations Assistant	3,5	3,5
Police Records Clerk	3	3
Police Records Supervisor	3,5,6	3,5,6
Police Support Services Manager	3	3
Principal Civil Engineer	1,3,5	1,3,5
Principal Librarian	6,7	6,7
Principal Planner	1,2	1,2
Property Agent	1,2,6,7	1,2,6,7
<u>Public Works Crew Supervisor</u>	None	<u>5,6,</u>
Recreation Supervisor	6	6
Senior Accountant	1,2	1,2
Senior Accounting Assistant	1,4,5,7	1,4,5,7
Senior Construction Inspector	3	3
<u>Senior Information Technology Analyst</u>	None	<u>3,4,6</u>
Street and Wastewater Maintenance Supervisor	3,4,5	3,4,5
Stop Grant Office Coordinator	3	3
Training Coordinator	3	3

BOARDS/COMMISSIONS/COMMITTEES	CURRENT DISCLOSURE CATEGORIES 2022	SUGGESTED DISCLOSURE CATEGORIES 2024
Board of Library Trustee Member	1	1
Civil Service Commissioner	1	1
Community & Police Relations Commissioner	1	1
Housing Advisory Committee Member	1,2,3,4,5,6,7	1,2,3,4,5,6,7
Planning Commissioner	87200	87200
Port Commission	1,2,4,7	1,2,4,7
Public Art Committee	3,7	3,7
Traffic Safety Committee	3,4	3,4



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, May 7, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

City Council 2024 Legislative Recess and Notification of Cancelled Meeting for November 5, 2024, Election Day

RECOMMENDATION:

Provide Direction to Staff on observing a Legislative Recess, which is Historically taken in the Month of July. In Addition, Direct the City Clerk to Notice the Cancelled Meeting for Tuesday, November 5, 2024, Election Day, as Allowed by National City Municipal Code (NCMC) 2.04.020, and City Council Policy No. 104 (III)(H), and (K).

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Legislative Recess - July

Since 2014, the City Council (Council) has observed a legislative recess during the summer to provide City staff and Elected Officials an opportunity to catch up on work, reenergize, and prepare for the start of a new fiscal year. The purpose of this agenda item, is to determine whether the City Council would like to once again consider a legislative recess in 2024.

Background

Observing a legislative recess from a City Council Meeting Schedule is practiced in a number of San Diego cities that recess both in the summer and winter. Some cities, including State Legislature and quasi-governmental entities such as the San Diego Association of Governments (SANDAG) and the Airport Authority, recess over an entire month, generally in the summer. For the past eight (8) years, the Council voted to recess during the month of July. Prior to that the City Council voted to recess during the month of August one (1) time. This is consistent with City Council Policy #104 Section III Meetings (H):

- H. City Council Recess Periods: The City Council has traditionally observed a recess period during the summer to provide elected officials and staff an opportunity to catch up on work, reenergize after a lengthy budget and strategic planning process, and prepare for the start of a new fiscal year. For purposes of this policy, a recess period is defined as a period of time longer than twenty (20) days without a regular or special meeting of the Council.

To assist the City Council with its decision, please note the following:

Should the City Council recess in July, there would be (6) weeks between meetings (June 19-August 6, 2024). As a reminder, the first meeting after the break, Tuesday, August 6, 2024, is also “National Night Out.” City Councils in the past have opted to begin the City Council Meeting at 5:00 p.m. with a light agenda, allowing the City Council to attend the “National Night-Out Against Crime” events held in the City.

Election Night – Tuesday, November 5, 2024

To date it is known that the City of National City will have two (2) City Councilmember Seats (District 2 and District 4), and a City Measure (Citizens Initiative “National City Special Parcel Tax for Streets and Parks” on the November Ballot. This would qualify per NCMC 2.040.20, for the City Council to give the City Clerk direction to post a Notice of Cancellation to dispense with the Tuesday, November 5, 2024, City Council Meeting.

National City Municipal Code Section 2.04.020 – Dispensing with Meetings.

In the event that the time of a regular meeting of the City Council falls on a holiday or election day, no meeting will be held that week. Any regular meeting may be dispensed with by a vote of the City Council.

City Council Policy No. 104 (III)(K)

K. Holidays or Elections: In the event that a regular meeting of the City Council is scheduled on the same day as a legal holiday or an election day on which a National City Candidate or National City Measure appears on the ballot, no meeting will be held that week. Any regular meeting may be dispensed with by a majority vote of the City Council.

FINANCIAL STATEMENT:

Not Applicable.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Communication and Outreach

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:

None.



AGENDA REPORT

Department: Community Development
Prepared by: Angelita Palma, Housing Manager
Meeting Date: Tuesday, May 7, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Consent for the Housing Authority of the County of San Diego to Administer 24 HUD-VASH Project Based Vouchers for the Union Tower Affordable Housing Development

RECOMMENDATION:

Adopt the Resolution Entitled “Resolution of the Community Development Commission-Housing Authority of the City of National City, California, Consenting to the Housing Authority of the County of San Diego Administering 24 HUD-VASH Project-Based Vouchers for the Union Tower Affordable Housing Development Project at 2312 “F” Avenue in National City.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Wakeland Housing and Development Corporation (Developer) has requested and been allocated 24 HUD-VASH Project-Based Vouchers (PBVs) from the Housing Authority of the County of San Diego (HACSD) for the Union Tower affordable housing development (“Union Tower”) located at 2312 F Avenue in National City. HACSD administers the U.S. Department of Housing & Urban Development (HUD) Veterans Affairs Supportive Housing (VASH) program, which is funded by HUD as part of the Housing Choice Voucher (HCV) Program and provides tenant-based and project-based rental assistance for veterans experiencing homelessness.

HACSD has requested that the Community Development Commission-Housing Authority of the City of National City (CDC-HA) grant consent for the 24 HUD-VASH Union Tower PBVs within the CDC-HA’s jurisdiction for a 20-year term. This is in accordance with California Code Health and Safety Code Section 34312.5, which states that an authority may provide leased housing to persons of low income throughout the county in which it operates. Furthermore, approval from the other authority’s local governing body is provided in advance of construction.

HACSD and the County of San Diego do not intend to provide any additional funding or services beyond the awarded HUD-VASH PBVs and County Innovative Housing Trust Fund (IHTF) funding. Supportive services provided to residents of Union Tower are the Developer’s responsibility.

Services and Individualized Assistance

HUD-VASH PBVs will be paired with specialized supportive and case management services from the local Veteran Affairs medical facilities for the 20-year term of the vouchers. Wrap-around supportive services will include the following:

- Linking residents to workforce opportunities and providing assistance with job searches and resume writing
- Computer training and literacy
- Financial counseling
- Assistance with homework, tutoring, and mentoring
- Referrals to resources and benefits
- Resources for mental and physical health and wellness

About the Development

Union Tower (Development) is a 100% multi-family affordable housing new construction development located in National City. There will be two (2) four and seven-story buildings with a total of 94 affordable housing units ranging from 30% to 60% of the County of San Diego's Area Median Income (AMI). The Project will include adaptable features in more than half of its units (69 units total), including 15 mobility feature units and 10 communication feature units. Of the total units, 24 will be restricted to veterans who have experienced homelessness.

Funding Sources

The total Project costs are estimated at \$75,879,383.

- Low-Income Housing Tax Credit (LIHTC)
- California Department of Housing and Community Development (HCD) Infill Infrastructure Grant Program (IIG)
- HCD Multifamily Housing Program (MHP)
- HCD Veterans Housing and Homelessness Prevention Program (VHHP)
- County of San Diego Innovative Housing Trust Fund (IHTF)
- County of San Diego Housing Authority Project Based Vouchers (PBV)
- National City Housing Fund Loan
- National City HUD HOME and HOME-American Rescue Plan (HOME-ARP) Loan
- Private Loans
- Deferred Developer Fee

Staff Recommendation

Staff is recommending the CDC-HA adopt the resolution providing consent to use the 24 VASH Vouchers for the Development and additionally to authorize the Executive Director of the Housing Authority or his designee to execute a memorandum of agreement, in form and substance approved by the City Attorney, that reflects only the consent provided in the resolution pursuant to Health & Safety Code Section 34312.5.

FINANCIAL STATEMENT:

There will be no cost to the City as a result of adopting the resolution.

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

EXHIBIT:

Exhibit A - Resolution

RESOLUTION NO. 2024 -

RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY, CALIFORNIA, CONSENTING TO THE HOUSING AUTHORITY OF THE COUNTY OF SAN DIEGO ADMINISTERING 24 HUD-VASH PROJECT-BASED VOUCHERS FOR THE UNION TOWER AFFORDABLE HOUSING DEVELOPMENT PROJECT AT 2312 “F” AVENUE IN NATIONAL CITY

WHEREAS, the Housing Authority of the County of San Diego (HACSD) administers the U.S. Department of Housing & Urban Development (HUD) Veterans Affairs Supportive Housing (VASH) program, which is funded by HUD as part of the Housing Choice Voucher (HCV) Program and provides tenant-based and project-based rental assistance for veterans experiencing homelessness; and

WHEREAS, Wakeland Development (Developer) has requested and been allocated 24 HUD-VASH Project-Based Vouchers (PBVs) from HACSD for the Union Tower affordable housing development (“the Development”) located at 2312 F Avenue National City, CA 91950; and

WHEREAS, California Health and Safety Code section 34312.5 states that an authority may provide leased housing to persons of low income throughout the county in which it operates, except no commitment to provide leased housing outside the area of operation may be made in advance of construction without the approval of the local governing body of the city with the jurisdiction of the site of construction; and

WHEREAS, HACSD’s role is to administer the HUD-VASH PBVs at the Development, and HACSD and the County of San Diego are not providing or intending to provide any additional funding or services beyond the awarded HUD-VASH PBVs and County Innovative Housing Trust Fund (IHTF) funding; and

WHEREAS, Supportive services provided to residents of the Development are the Developer’s responsibility.

NOW, THEREFORE, THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: That the Community Development Commission-Housing Authority of the City of National City (CDC-HA) hereby provides consent to the Housing Authority of the County of San Diego (HACSD) to administer 24 HUD-VASH PBVs at the Union Tower affordable housing development (“the Development”) located at 2312 F Avenue National City, CA 91950. The Development is located within the CDC-HA jurisdiction, and consent is granted to HACSD, as required by CA Health and Safety Code section 34312.5.

Section 2: That the Community Development Commission-Housing Authority of the City of National City hereby authorizes the Executive Director of the Housing Authority or his designee to execute a memorandum of agreement, in form and substance approved by the City Attorney, that reflects only the consent provided in this resolution pursuant to Health & Safety Code section 34312.5.

Section 4: That the City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 7th day of May, 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: Ronny Soriano, Neighborhood Services Manager
Meeting Date: Tuesday, May 7, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Grant Agreement with the County of San Diego Health Human Services Agency for Reimbursement to the City of National City for Homelessness Outreach

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing a Subrecipient Grant Agreement with the County of San Diego Health Human Services Agency Funded by the California Interagency Council on Homelessness Encampment Resolution Funding Program to Provide Reimbursement for Homelessness Outreach and Establishing an Appropriation and Corresponding Revenue Budget of \$110,332.72."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The Encampment Resolution Funding Program is a grant administered by the California Interagency Council on Homelessness. The grant funds innovative projects that offer support for individuals experiencing homelessness residing in encampments by providing a meaningful path to stable, long-term housing. The County of San Diego has partnered with the City of National City, City of Chula Vista, and Caltrans to apply for a project focused on addressing encampments in the Plaza Bonita Road area. On September 12, 2023, the County was awarded \$5,095,063.03 in Encampment Resolution Funding Rolling grant funds. Of the total grant award, \$110,332.72 is allocated to the City of National City.

In order to receive the Encampment Resolution funds, the City will need to enter into a Subrecipient Grant Agreement (Agreement) with the County of San Diego by and through its Health and Human Services Agency Department of Homeless Solutions and Equitable Communities, Office of Homeless Solutions (OHS). This requires a resolution to appropriate the funds. The subrecipient agreement and resolution are attached.

The City's role will be to provide transportation and linkage to services that homeless persons transitioning into housing will need to be successful in their transition. City Homeless Outreach staff have already been doing this work with the homeless population in the Plaza Bonita area since January of this year, including the relocation of individuals to the Motel 6 in Chula Vista, where they are receiving case management services.

The Encampment Resolution Funding Program funds local demonstration projects that feature data-informed, innovative service delivery models, and cross systems collaborations that support individuals experiencing homelessness in encampments toward a meaningful path to safe and stable housing through non-punitive, low-barrier, person-centered, Housing First approaches. Eligible uses of grant funds include the following:

- **Rapid Rehousing:** Rapid rehousing, including housing identification services, rental subsidies, security deposits, incentives to landlords, and holding fees for eligible persons, housing search assistance, case management and facilitate access to other community-based services.
- **Operating Subsidies:** Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers.
- **Street Outreach:** Street outreach to assist eligible persons to access crisis services, interim housing options, and permanent housing and services.
- **Services Coordination:** Services coordination, which may include access to workforce, education, and training programs, or other services needed to improve and promote housing stability for eligible persons, as well as direct case management services being provided to persons.
- **Systems Support:** Systems support for activities that improve, strengthen, augment, complement, and/or are necessary to create regional partnerships and a homeless services and housing delivery system that resolves persons' experiences of unsheltered homelessness.
- **Delivery of Permanent Housing:** Delivery of permanent housing and innovative housing solutions, such as unit conversions that are well suited for eligible persons.
- **Prevention and Shelter Diversion:** Prevention and shelter diversion to permanent housing, including flexible forms of financial assistance, problem solving assistance, and other services to prevent people that have been placed into permanent housing from losing their housing and falling back into unsheltered homelessness. • **Interim Sheltering:** Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons.
- **Improvements to Existing Emergency Shelters:** Improvements to existing emergency shelters to lower barriers, increase privacy, better address the needs of eligible persons, and improve outcomes and exits to permanent housing.
- **Administration:** up to 5% of awarded funds may be applied to administrative costs.

Staff recommends City Council approve entering into the Agreement.

FINANCIAL STATEMENT:

If approved, a grant appropriation of \$110,332.72 will be established for personnel costs in Expenditure Account No. 282-50-61-61480-* with a corresponding revenue in account No. 282-50-61-61480-3463.

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. CCR 15378; 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 - Grant Agreement

Exhibit B - Resolution



SUBRECIPIENT GRANT AGREEMENT
COUNTY OF SAN DIEGO AND CITY OF NATIONAL CITY

Parties

This Subrecipient Grant Agreement (Agreement) is made between the County of San Diego (County) by and through its Health and Human Services Agency (HHSA) Department of Homeless Solutions and Equitable Communities (HSEC) Office of Homeless Solutions (OHS) and the City of National City (Subrecipient). The parties to this agreement may be referred to herein collectively as the “parties” or individually as a “party”.

Recitals

WHEREAS, On December 1, 2022, State of California Governor Gavin Newsom announced the Notice of Availability of Funding for \$240 million from the Encampment Resolution Funding Program Grant to close encampments and move people experiencing homelessness into housing and shelter.

WHEREAS, On September 12, 2023, the State of California Business, Consumer Services and Housing Agency’s (BCSH) California Interagency Council on Homelessness (Cal ICH) notified the County of the award for the Encampment Resolution Funding Rolling (ERF-3-L) in the amount of \$5,095,063.03.

WHEREAS, on October 24, 2023, the San Diego County Board of Supervisors authorized the acceptance of ERF-3-L grant in the amount of \$5,095,063.03.

WHEREAS, the funding will serve individuals experiencing homelessness in the Plaza Bonita Area encompassing a specific area within the jurisdictions of the City of Chula Vista, City of National City, County of San Diego unincorporated area, and Caltrans.

WHEREAS, those being served through the grant will receive custom person-centered interventions, including outreach and engagement, transportation, linkage to health supports, access to public benefits, access to flex funding, bridge housing with case management and permanent housing.

WHEREAS, the Board authorized the County Chief Administrative Officer (CAO) or designee to execute a subrecipient agreement with the City of National City to fund up to \$110,332.72 in personnel costs, totaling **\$110,332.72**.

WHEREAS, the County wishes to transfer ERF-3-L funding to the Subrecipient for the purposes and under the terms and conditions set forth in this Agreement;

THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises to set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Administration of Agreement:** Each party identifies the following individual to serve as the authorized administrative representative for that party. Any party may change its



representatives at any time by notifying the other parties in writing of such change and listing its effective date.

<p style="text-align: center;"><u>County of San Diego</u> <u>HHS-A-HSEC</u> Barbara Jiménez, Community Operations Officer 1255 Imperial Ave, Ste 730 San Diego, CA 92101 619-338-2722 Barbara.jimenez@sdcounty.ca.gov</p>	<p style="text-align: center;"><u>Subrecipient</u> <u>City of National City</u> Qiana Williamson Homeless Services Coordinator 1243 National City Blvd. National City, CA 91950 619-510-1398 Qwilliamson@nationalcityca.gov</p>
--	---

2. Parties' Agreement:

- 2.1. **Amount of Grant.** The County agrees to pay Subrecipient the amount up to **\$110,332.72** for the **Encampment Resolutions Grant Plaza Bonita project**. Under no circumstances is County obligated to pay Subrecipient more than this amount. County shall pay Subrecipient after County receives a signed copy of this Agreement from Subrecipient.
- 2.2. **Purpose of Grant.** Subrecipient shall use the grant funds provided by the County under this Agreement solely for purposes eligible under ERF-3-L.
- 2.3. **Effective Date and Term of Agreement.** This Agreement shall be effective on the date it is executed by the last party to sign the Agreement. The term of this Agreement shall commence on the effective date through June 30, 2026.
- 2.4. **Time Period for Use of Grant Funds.** Subrecipient shall have until June 30, 2024, to spend 50% of the grant funds and until June 30, 2026, to spend 100% of the funds under this Agreement and/or return all unexpended funds to County. The parties may, by mutual written agreement, extend the deadline to expend funding under this Agreement as allowable by ERF-3-L timelines.
- 2.5. **Disallowance.** If the County's administrator reasonably determines that the grant funds provided exceed Subrecipient's total actual expenditures authorized under this Agreement or otherwise disallows any funding paid to Subrecipient under this Agreement or provides such concern in writing to Subrecipient pursuant to the notice provisions of this Agreement and following a reasonable opportunity thereafter to address and resolve such concern including through receipt of additional documentation and information from Subrecipient, Subrecipient shall refund to the County the amount specified by the County administrator. Subrecipient shall make this refund within seven (7) County business days, or as soon as thereafter as reasonably possible, after receiving a written request for refund from the County's administrator pursuant to the notice provisions of this Agreement. In its sole discretion, the County may offset the refund amount from any payment due to or to become due to Subrecipient under this Agreement.

3. **Restrictions on Use of Grant Funds.**

- 3.1. Grant funds shall not be used for any purpose prohibited by laws governing the use of public funds including, but not limited to, religious purposes, political campaigning, or purely private purposes or activities.



- 3.2. Subrecipient shall only spend grant funds on expenses deemed eligible under the Program Description as allowable by ERF-3-L funding guidelines.
- 3.3. Subrecipient shall not use grant funds for any authorized expenditure if it is reimbursed from another source, including, but not limited to, other ERF-3-L programs, insurance proceeds, or any other state, federal or local program.
- 3.4. Subrecipient shall not donate any grant funds to a third party.
- 3.5. Subrecipient shall not assign or transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County.
- 3.6. Subrecipient shall comply with all terms and conditions as listed in this Agreement.
- 3.7. Subrecipient's failure to comply with any provision in Paragraph 3 shall constitute a material breach of this Agreement.
4. **Reports.**
 - 4.1. **Monthly Reports.** Subrecipient shall submit to County monthly progress reports, using a format provided by the County's for this grant. Progress reports shall provide a brief description of activities that have occurred, funds that have been expended and any problems encountered in the performance of the work under this Agreement during the applicable reporting period. Reporting shall be required even if no activities related to this Agreement occurred during the reporting period. The Subrecipient shall document all activities and expenditures in progress reports, including work performed by its contractors.
 - 4.2. **As Needed Reports.** Upon request of County, Subrecipient shall promptly submit any reports, data, and information reasonably required by County or the State for purposes of reporting requirements and expenditures or for any other purpose
5. **Audit and Inspection of Records.** At any time during normal business hours and as often as the County may deem necessary, the Subrecipient shall make available, within five (5) County business days of the receipt of a request, to the County for examination all of its records with respect to all matters covered by this Agreement and will permit the County to audit, examine and make excerpts or transcripts from such records, and make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Agreement. Unless otherwise specified by the County, said records shall be made available for examination within San Diego County, California. Subrecipient shall maintain such records in an accessible location and condition to the later of a period of five (5) years after the termination of this Agreement after all funds have been spent or any remaining funds have been returned unless County agrees in writing to an earlier disposition. The State of California or any Federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this Agreement.
6. **Termination of Agreement for Cause.** If Subrecipient fails to perform its obligations according to this Agreement, the County may send Subrecipient a written notice of default that specifies the nature of the default. Subrecipient shall cure the default within three (3) County business days following receipt of the notice of default. If Subrecipient fails to cure the default within that time, the County may terminate this Agreement by giving Subrecipient



written notice of immediate termination. Upon termination, Subrecipient shall promptly provide County's administrator with Documentation of Grant Expenditures setting forth Subrecipient's total actual expenditures for the purpose of the grant as of the effective date of termination. Subrecipient shall promptly refund to County all funds County paid to Subrecipient under this Agreement that exceed Subrecipient's total actual expenditures for the purpose of the grant, as determined by County's administrator, as of the effective date of termination. The County may also seek any and all legal and equitable remedies against Subrecipient for breaching this Agreement.

7. **Termination for Convenience of County.** County may terminate this Agreement at any time by giving written notice to Subrecipient of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. On or before the date of termination, Subrecipient shall provide County's administrator with Documentation of Grant Expenditures setting forth Subrecipient's total actual expenditures for the purpose of the grant as of the effective date of termination. Subrecipient shall promptly refund to County all funds County paid to Subrecipient under this Agreement that exceed Subrecipient's total actual expenditures for the purpose of the grant, as determined by County's administrator, as of the effective date of termination.
8. **Termination for Convenience of Subrecipient.** Subrecipient may terminate this Agreement at any time by giving written notice to County's administrator of such termination and specifying the effective date thereof at least 60 days before the effective date of such termination. On or before the date of termination, Subrecipient shall provide County's administrator with Documentation of Grant Expenditures setting forth Subrecipient's total actual expenditures for the purpose of the grant as of the effective date of termination. Subrecipient shall promptly refund to County all funds County paid to Subrecipient under this Agreement that exceed Subrecipient's total actual expenditure for the purpose of the grant, as determined by County's administrator, as of the effective date of termination.
9. **Conflict of Interests.** Subrecipient shall comply with all federal, state, and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*
10. **Publication, Reproduction and Use of Material.** No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
11. **Insurance.** Subrecipient certifies that it is self-insured and will maintain the same level of insurance through the duration of this Agreement.
12. **Independent Capacity.** In the performance of this Agreement, Subrecipient and its agents, employees and volunteers shall act in an independent capacity and not as officers, employees, agents, or volunteers of the County. This Agreement does not create an employment relationship between Subrecipient and the County.
13. **Equal Opportunity.** Subrecipient will not discriminate against any employee, or against any applicant for such employment because of age, race, color, religion, disability, ancestry, sex,



or national origin, or any other protected class as defined by Federal or State law. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

14. **Defense and Indemnity.** To the fullest extent permitted by law, County shall not be liable for, and Subrecipient shall defend and indemnify County and its officers, agents, employees and volunteers (collectively, "County Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to County's provision of grant funds and/or Subrecipient's use of grant funds under this Agreement arising either directly or indirectly from any act, error, omission or negligence of Subrecipient or its officers, employees, volunteers, agents, contractors, licensees or servants, including without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Subrecipient shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole active negligent act or willful misconduct of County Parties.
15. **Governing Law.** This agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
16. **Complete Agreement.** This Agreement constitutes the entire agreement between Subrecipient and County regarding the subject matter contained herein. All other representations, oral or written, are superseded by this Agreement. Neither party is relying on any representation outside of this Agreement. This Agreement may be changed only by written amendment signed by both parties.
17. **Waiver.** The failure of either party to enforce any term, covenant or condition of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce this, or any other term, covenant, or condition of this Agreement. No waiver shall be deemed effective unless the waiver is expressly stated in writing and signed by the party waiving the right or benefit.
18. **Consultation with Counsel.** Each party has had the opportunity to consult with independent legal counsel of its own choosing before executing this Agreement and has executed this Agreement without fraud, duress, or undue influence of any kind.
19. **Interpretation.** The provisions of this Agreement shall be liberally construed to effectuate its purpose. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party.
20. **Terms and Conditions Survive Expiration of Term of Agreement.** Unless otherwise specified herein, all terms and conditions of this Agreement shall survive the expiration of the Term of Agreement specified in Paragraph 4 above.
21. **Remedies.** Unless otherwise expressly provided herein, the rights and remedies in this Agreement are in addition to, and not a limitation on, other rights and remedies under this



Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

22. Prevailing Wage.

22.1. Unless exempted by applicable law (e.g., Labor Code § 1720.4), projects using over \$1,000 of grant funds for construction, alteration, demolition, installation, repair, refuse and ready-mix concrete hauling, maintenance work, or any other work for which prevailing wages must be paid by Labor Code § 1720 et seq. shall be deemed a “public work” for State prevailing wage purposes. It is not the intent of this Agreement to impose an obligation to pay prevailing wages on work otherwise exempt from the prevailing wage laws. Subrecipient shall be solely responsible for ensuring prevailing wages are paid when owed.

22.2. Projects subject to the payment of State prevailing wages are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Subrecipient shall be responsible for ensuring all required job site postings and all certified payroll and other reporting applicable to it as an awarding body are completed in accordance with the State’s prevailing wage regulations. Information regarding the State’s prevailing wage requirements can be obtained from the Director, Department of Industrial Relations at www.dir.ca.gov, Labor Code § 1720, et seq., and 8 Cal. Code of Regs. § 16000, et seq.

23. Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed using electronic or digital signatures in accordance with California law, which signatures shall be deemed an original.

24. Live Well San Diego Vision. The County of San Diego, Health and Human Service Agency (HHSA), supports the *Live Well San Diego* vision of Building Better Health, Living Safely, and Thriving. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHSA partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life. Information about the *Live Well San Diego* can be found on the County’s website and a website dedicated to the vision:
http://www.sdcounty.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html
<http://www.LiveWellSD.org>

25. A Trauma-Informed System. The County of San Diego Health and Human Services Agency (HHSA) is committed to becoming a Trauma-Informed System as part of its effort to build a better service delivery system. All programs operated and supported by HHSA shall be part of a Trauma-Informed System, which includes providing trauma-informed services and maintaining a trauma-informed workforce. It is an approach for engaging individuals – staff, clients, partners, and the community – and recognizing that trauma and chronic stress influence coping strategies and behavior. Trauma-informed systems and services minimize



the risk of re-traumatizing individuals and/or families, and promote safety, self-care, and resiliency. Trauma-Informed Principles include:

- Understanding trauma and its impact to individuals.
- Promoting safety.
- Awareness of cultural, historical, disability, and gender issues, and ensuring competence and responsiveness.
- Supporting consumer empowerment, control, choice, and independence.
- Sharing power and governance (e.g. including clients and staff at all levels in the development and review of policies and procedures).
- Demonstrating trustworthiness and transparency.
- Integrating services along the continuum of care.
- Believing that establishing safe, authentic, and positive relationships can be healing.
- Understanding that wellness is possible for everyone.

Remainder of this page is intentionally left blank.



County of San Diego

Dated: _____

By: _____
ERIC C. MCDONALD, MD, MPH, FACEP
Interim Agency Director
Health and Human Services Agency

City of National City

Dated: _____

By: _____
BENJAMIN A. MARTINEZ
City Manager
City of National City

Dated: _____

By: _____
BARRY J. SCHULTZ
City Attorney
City of National City

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING A SUBRECIPIENT GRANT AGREEMENT WITH THE COUNTY OF SAN DIEGO HEALTH HUMAN SERVICES AGENCY FUNDED BY THE CALIFORNIA INTERAGENCY COUNCIL ON HOMELESSNESS ENCAMPMENT RESOLUTION FUNDING PROGRAM TO PROVIDE REIMBURSEMENT FOR HOMELESSNESS OUTREACH AND ESTABLISHING AN APPROPRIATION AND CORRESPONDING REVENUE BUDGET OF \$110,332.72

WHEREAS, on December 1, 2022, State of California Governor Gavin Newsom announced the Notice of Availability of Funding for \$240 million from the Encampment Resolution Funding Program Grant to close encampments and move people experiencing homelessness into housing and shelter; and

WHEREAS, on September 12, 2023, the State of California Business, Consumer Services and Housing Agency's (BCSH) California Interagency Council on Homelessness (Cal ICH) notified the County of San Diego (County) of the award for the Encampment Resolution Funding Rolling (ERF-3-L) in the amount of \$5,095,063.03; and

WHEREAS, on October 24, 2023, the County Board of Supervisors (Board) authorized the acceptance of the ERF-3-L grant in the amount of \$5,095,063.03; and

WHEREAS, the funding will serve individuals experiencing homelessness in the Plaza Bonita Area encompassing a specific area within the jurisdictions of the City of Chula Vista, City of National City, County unincorporated area, and Caltrans; and

WHEREAS, those being served through the grant will receive custom person-centered interventions, including outreach and engagement, transportation, linkage to health supports, access to public benefits, access to flex funding, bridge housing with case management and permanent housing; and

WHEREAS, the Board authorized the County Chief Administrative Officer (CAO) or designee to execute a subrecipient grant agreement with the City of National City to fund up to \$110,332.72 in personnel costs; and

WHEREAS, the County wishes to transfer ERF-3-L funding to the City of National City for the purposes and under the terms and conditions set forth in the Agreement attached as Exhibit "A" to the Agenda Report.

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 Subrecipient Grant Agreement between the City of National City and the County of San Diego Health Human Services Agency to provide the City of National City reimbursement for Homelessness Outreach.

Section 2: That the City Council authorizes the appropriation of funds in the amount of \$110,332.72 for personnel costs related to Encampment Resolution Funding to Expenditure

Account No. 282-50-61-61480-* and corresponding Revenue Account No. 282-50-61-61480-3463.

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

PASSED and ADOPTED this 7th day of May, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Finance
Prepared by: Kecia Carrasco, Accountant
Meeting Date: Tuesday, May 7, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Investment Transactions for the Month Ended January 31, 2024.

RECOMMENDATION:

Accept and File the Investment Transaction Ledger for the Month Ended January 31, 2024.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

In accordance with California Government Code Section 53646 and Section XIIA of the City of National City's investment policy, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period.

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending January 31, 2024.

FINANCIAL STATEMENT:

In this period, there were acquisitions of \$2,030,203.38 and dispositions of \$1,195,180.14.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A – Investment Transaction Ledger 2024-0131

MONTHLY ACCOUNT STATEMENT

City of National City | Account As of January 31, 2024

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

Bank of New York Mellon

PORTFOLIO SUMMARY



City of National City | Account As of January 31, 2024

Portfolio Characteristics

Average Modified Duration	2.48
Average Coupon	2.56%
Average Purchase YTM	2.60%
Average Market YTM	4.38%
Average Quality	AA
Average Final Maturity	2.77
Average Life	2.72

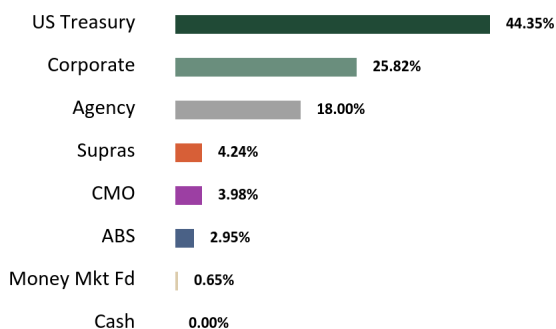
Account Summary

	Beg. Values as of 01/01/2024	End Values as of 01/31/2024
Market Value	36,847,965.28	36,956,145.47
Accrued Interest	250,272.02	253,308.99
Total Market Value	37,098,237.30	37,209,454.46
Income Earned	77,391.37	79,339.11
Cont/WD	0.00	0.00
Par	38,015,144.30	38,089,747.23
Book Value	37,996,865.98	38,030,094.17
Cost Value	37,996,865.98	38,030,094.17

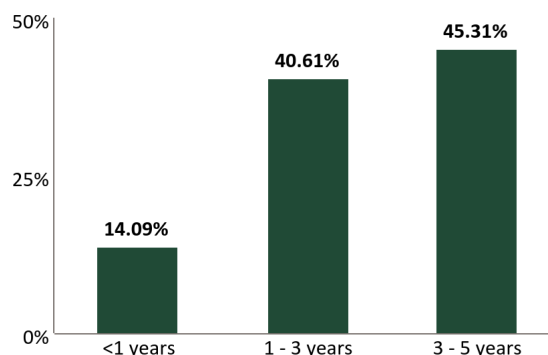
Top Issuers

United States	44.35%
Federal Home Loan Banks	8.86%
FHLMC	6.76%
Farm Credit System	4.72%
Apple Inc.	1.76%
PACCAR Inc	1.70%
The World Bank Group	1.70%
FNMA	1.64%

Sector Allocation



Maturity Distribution



Credit Quality



*See Footnote

Performance Review

Total Rate of Return	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (03/01/12)
City of National City	0.38%	3.50%	0.38%	4.06%	0.54%	(0.11%)	1.26%	1.13%	1.04%
Benchmark Return*	0.36%	3.35%	0.36%	3.61%	0.05%	(0.46%)	0.98%	0.91%	0.85%

*Periods over 1 year are annualized.

Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index Secondary Benchmark:
The credit quality is a weighted average calculation of the highest of S&P, Moody's' and Fitch

Execution Time: 02/05/2024 12:13:12 PM

Chandler Asset Management | info@chandlerasset.com | www.chandlerasset.com | 800.317.4747

STATEMENT OF COMPLIANCE



City of National City | Account As of January 31, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	20.0	4.0	Compliant	
Max % Issuer (MV)	5.0	4.0	Compliant	
Max Maturity (Years)	5.0	4.7	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV)	20.0	2.9	Compliant	
Max % Issuer (MV)	5.0	1.1	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A- by 2, A-1 by 2)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A by 2, A-1 by 2)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	25.9	Compliant	
Max % Issuer (MV)	5.0	1.8	Compliant	
Max Maturity (Years)	5	5	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				

*See Footnote

STATEMENT OF COMPLIANCE



City of National City | Account As of January 31, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
Max % (MV)	100.0	18.1	Compliant	
Max Maturity (Years)	5	4	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.6	Compliant	
Max % Issuer (MV)	20.0	0.6	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 2)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A by 2, A-1 by 2 if > FDIC Limit)	0.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	4.2	Compliant	
Max % Issuer (MV)	10.0	1.7	Compliant	
Max Maturity (Years)	5	5	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	44.3	Compliant	

*See Footnote

STATEMENT OF COMPLIANCE



City of National City | Account As of January 31, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
Max Maturity (Years)	5	4	Compliant	

*See Footnote

RECONCILIATION SUMMARY



City of National City | Account As of January 31, 2024

Maturities / Calls

Month to Date	(675,000.00)
Fiscal Year to Date	(1,730,000.00)

Principal Paydowns

Month to Date	(81,984.59)
Fiscal Year to Date	(601,623.99)

Purchases

Month to Date	2,028,826.28
Fiscal Year to Date	11,951,510.79

Sales

Month to Date	(1,194,934.70)
Fiscal Year to Date	(9,206,623.96)

Interest Received

Month to Date	78,038.65
Fiscal Year to Date	440,795.89

Purchased / Sold Interest

Month to Date	(1,131.66)
Fiscal Year to Date	(12,134.46)

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2023)
Beginning Book Value	37,996,865.98	37,732,951.71
Maturities/Calls	(675,000.00)	(1,730,000.00)
Principal Paydowns	(81,984.59)	(601,623.99)
Purchases	2,028,826.28	11,951,510.79
Sales	(1,194,934.70)	(9,206,623.96)
Change in Cash, Payables, Receivables	(32,050.15)	1,364.12
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	(11,628.65)	(117,484.50)
Ending Book Value	38,030,094.17	38,030,094.17

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2023)
Beginning Market Value	36,847,965.28	35,694,797.82
Maturities/Calls	(675,000.00)	(1,730,000.00)
Principal Paydowns	(81,984.59)	(601,623.99)
Purchases	2,028,826.28	11,951,510.79
Sales	(1,194,934.70)	(9,206,623.96)
Change in Cash, Payables, Receivables	(32,050.15)	1,364.12
Amortization/Accretion	0.00	0.00
Change in Net Unrealized Gain (Loss)	74,951.99	964,205.19
Realized Gain (Loss)	(11,628.65)	(117,484.50)
Ending Market Value	36,956,145.47	36,956,145.47

TRANSACTION LEDGER



City of National City | Account As of January 31, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	01/02/2024	60934N807	32,655.00	FEDERATED HRMS GV O SVC	1.000	4.94%	(32,655.00)	0.00	(32,655.00)	0.00
Purchase	01/03/2024	60934N807	1,153.99	FEDERATED HRMS GV O SVC	1.000	4.94%	(1,153.99)	0.00	(1,153.99)	0.00
Purchase	01/08/2024	60934N807	5,078.13	FEDERATED HRMS GV O SVC	1.000	4.98%	(5,078.13)	0.00	(5,078.13)	0.00
Purchase	01/10/2024	60934N807	6,900.00	FEDERATED HRMS GV O SVC	1.000	4.98%	(6,900.00)	0.00	(6,900.00)	0.00
Purchase	01/10/2024	60934N807	400,000.00	FEDERATED HRMS GV O SVC	1.000	4.98%	(400,000.00)	0.00	(400,000.00)	0.00
Purchase	01/16/2024	60934N807	12,510.08	FEDERATED HRMS GV O SVC	1.000	4.96%	(12,510.08)	0.00	(12,510.08)	0.00
Purchase	01/16/2024	60934N807	55,610.71	FEDERATED HRMS GV O SVC	1.000	4.96%	(55,610.71)	0.00	(55,610.71)	0.00
Purchase	01/17/2024	60934N807	5,414.73	FEDERATED HRMS GV O SVC	1.000	4.96%	(5,414.73)	0.00	(5,414.73)	0.00
Purchase	01/17/2024	60934N807	275,000.00	FEDERATED HRMS GV O SVC	1.000	4.96%	(275,000.00)	0.00	(275,000.00)	0.00
Purchase	01/18/2024	60934N807	1.56	FEDERATED HRMS GV O SVC	1.000	4.99%	(1.56)	0.00	(1.56)	0.00
Purchase	01/18/2024	60934N807	5,059.00	FEDERATED HRMS GV O SVC	1.000	4.99%	(5,059.00)	0.00	(5,059.00)	0.00
Purchase	01/19/2024	06051GHD4	500,000.00	BANK OF AMERICA CORP 3.419 12/20/2028	93.536	4.92%	(467,680.00)	(1,377.10)	(469,057.10)	0.00
Purchase	01/22/2024	60934N807	8,979.39	FEDERATED HRMS GV O SVC	1.000	4.98%	(8,979.39)	0.00	(8,979.39)	0.00
Purchase	01/22/2024	60934N807	64.29	FEDERATED HRMS GV O SVC	1.000	4.98%	(64.29)	0.00	(64.29)	0.00
Purchase	01/25/2024	60934N807	12,335.49	FEDERATED HRMS GV O SVC	1.000	4.98%	(12,335.49)	0.00	(12,335.49)	0.00
Purchase	01/25/2024	60934N807	4,392.12	FEDERATED HRMS GV O SVC	1.000	4.98%	(4,392.12)	0.00	(4,392.12)	0.00
Purchase	01/29/2024	60934N807	251,897.29	FEDERATED HRMS GV O SVC	1.000	0.00%	(251,897.29)	0.00	(251,897.29)	0.00
Purchase	01/30/2024	60934N807	5,400.00	FEDERATED HRMS GV O SVC	1.000	4.99%	(5,400.00)	0.00	(5,400.00)	0.00
Purchase	01/31/2024	69371RS80	475,000.00	PACCAR FINANCIAL CORP 4.6 01/31/2029	99.837	4.64%	(474,225.75)	0.00	(474,225.75)	0.00
Purchase	01/31/2024	60934N807	4,468.75	FEDERATED HRMS GV O SVC	1.000	5.00%	(4,468.75)	0.00	(4,468.75)	0.00
Total Purchase			2,061,920.53				(2,028,826.28)	(1,377.10)	(2,030,203.38)	0.00
TOTAL ACQUISITIONS			2,061,920.53				(2,028,826.28)	(1,377.10)	(2,030,203.38)	0.00
DISPOSITIONS										
Sale	01/19/2024	60934N807	(469,057.10)	FEDERATED HRMS GV O SVC	1.000	4.99%	469,057.10	0.00	469,057.10	0.00
Sale	01/29/2024	023135BW5	(255,000.00)	AMAZON.COM INC 0.45 05/12/2024	98.687	0.50%	251,651.85	(245.44)	251,897.29	(2,975.85)
Sale	01/31/2024	60934N807	(474,225.75)	FEDERATED HRMS GV O SVC	1.000	5.00%	474,225.75	0.00	474,225.75	0.00
Total Sale			(1,198,282.85)				1,194,934.70	(245.44)	1,195,180.14	(2,975.85)

TRANSACTION LEDGER



City of National City | Account As of January 31, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
TOTAL DISPOSITIONS			(1,198,282.85)				1,194,934.70	(245.44)	1,195,180.14	(2,975.85)
OTHER TRANSACTIONS										
Coupon	01/01/2024	3137FETN0	0.00	FHMS K-073 A2 3.35 01/25/2028		4.60%	530.42	0.00	530.42	0.00
Coupon	01/01/2024	3137FGZT5	0.00	FHMS K-079 A2 3.926 06/25/2028		4.60%	981.50	0.00	981.50	0.00
Coupon	01/01/2024	3137FG6X8	0.00	FHMS K-077 A2 3.85 05/25/2028		4.24%	2,310.00	0.00	2,310.00	0.00
Coupon	01/01/2024	3137H4BY5	0.00	FHMS K-746 A2 2.031 09/25/2028		5.22%	541.60	0.00	541.60	0.00
Coupon	01/07/2024	3135G0X24	0.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 1.625 01/07/2025		1.69%	5,078.13	0.00	5,078.13	0.00
Coupon	01/10/2024	24422EUR8	0.00	JOHN DEERE CAPITAL CORP 3.45 01/10/2024		3.45%	6,900.00	0.00	6,900.00	0.00
Coupon	01/13/2024	45950KDD9	0.00	INTERNATIONAL FINANCE CORP 4.5 07/13/2028		4.53%	7,425.00	0.00	7,425.00	0.00
Coupon	01/15/2024	89240BAC2	0.00	TAOT 2021-A A3 0.26 05/15/2025		0.26%	10.79	0.00	10.79	0.00
Coupon	01/15/2024	47788UAC6	0.00	JDOT 2021 A3 0.36 09/15/2025		0.36%	9.83	0.00	9.83	0.00
Coupon	01/15/2024	58769KAD6	0.00	MBALT 2021-B A3 0.4 11/15/2024		0.40%	4.66	0.00	4.66	0.00
Coupon	01/15/2024	47789QAC4	0.00	JDOT 2021-B A3 0.52 03/16/2026		0.52%	35.64	0.00	35.64	0.00
Coupon	01/15/2024	43815BAC4	0.00	HAROT 2022-1 A3 1.88 05/15/2026		1.88%	298.14	0.00	298.14	0.00
Coupon	01/15/2024	47787JAC2	0.00	JDOT 2022 A3 0.36 09/15/2026		2.33%	245.06	0.00	245.06	0.00
Coupon	01/15/2024	47800AAC4	0.00	JDOT 2022-B A3 3.74 02/16/2027		3.74%	483.08	0.00	483.08	0.00
Coupon	01/15/2024	161571HT4	0.00	CHAIT 2023-1 A 5.16 09/15/2028		5.17%	1,698.50	0.00	1,698.50	0.00
Coupon	01/15/2024	87612EBM7	0.00	TARGET CORP 1.95 01/15/2027		1.99%	2,096.25	0.00	2,096.25	0.00

TRANSACTION LEDGER



City of National City | Account As of January 31, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Coupon	01/15/2024	79466LAG9	0.00	SALESFORCE INC 0.625 07/15/2024		0.64%	203.13	0.00	203.13	0.00
Coupon	01/17/2024	24422EVN6	0.00	JOHN DEERE CAPITAL CORP 0.45 01/17/2024		0.45%	618.75	0.00	618.75	0.00
Coupon	01/17/2024	61747YET8	0.00	MORGAN STANLEY 4.679 07/17/2026		4.68%	4,795.98	0.00	4,795.98	0.00
Coupon	01/18/2024	43813KAC6	0.00	HAROT 2020-3 A3 0.37 10/18/2024		0.37%	1.56	0.00	1.56	0.00
Coupon	01/21/2024	43813GAC5	0.00	HAROT 2021-1 A3 0.27 04/21/2025		0.27%	2.99	0.00	2.99	0.00
Coupon	01/21/2024	43815GAC3	0.00	HAROT 2021-4 A3 0.88 01/21/2026		0.89%	61.30	0.00	61.30	0.00
Coupon	01/25/2024	05601XAC3	0.00	BMWLT 2022-1 A3 1.03 03/25/2025		1.10%	28.60	0.00	28.60	0.00
Coupon	01/30/2024	91159HHX1	0.00	US BANCORP 2.4 07/30/2024		0.65%	5,400.00	0.00	5,400.00	0.00
Coupon	01/31/2024	91282CFB2	0.00	UNITED STATES TREASURY 2.75 07/31/2027		3.30%	4,468.75	0.00	4,468.75	0.00
Total Coupon			0.00				44,229.66	0.00	44,229.66	0.00
Dividend	01/31/2024	60934N807	0.00	FEDERATED HRMS GV O SVC		5.00%	32.98	0.00	1,758.84	0.00
Total Dividend			0.00				32.98	0.00	1,758.84	0.00
Maturity	01/10/2024	24422EUR8	(400,000.00)	JOHN DEERE CAPITAL CORP 3.45 01/10/2024	100.000	3.45%	400,000.00	0.00	400,000.00	(8,860.00)
Maturity	01/17/2024	24422EVN6	(275,000.00)	JOHN DEERE CAPITAL CORP 0.45 01/17/2024	100.000	0.45%	275,000.00	0.00	275,000.00	195.25
Total Maturity			(675,000.00)				675,000.00	0.00	675,000.00	(8,664.75)
Principal Paydown	01/15/2024	89240BAC2	9,820.54	TAOT 2021-A A3 0.26 05/15/2025		0.26%	9,820.54	--	9,820.54	1.83
Principal Paydown	01/15/2024	47788UAC6	4,779.39	JDOT 2021 A3 0.36 09/15/2025		0.36%	4,779.39	--	4,779.39	0.91
Principal Paydown	01/15/2024	58769KAD6	13,972.44	MBALT 2021-B A3 0.4 11/15/2024		0.40%	13,972.44	--	13,972.44	1.06
Principal Paydown	01/15/2024	47789QAC4	6,966.89	JDOT 2021-B A3 0.52 03/16/2026		0.52%	6,966.89	--	6,966.89	0.62
Principal Paydown	01/15/2024	43815BAC4	11,943.39	HAROT 2022-1 A3 1.88 05/15/2026		1.88%	11,943.39	--	11,943.39	1.79

TRANSACTION LEDGER



City of National City | Account As of January 31, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Principal Paydown	01/15/2024	47787JAC2	8,128.06	JDOT 2022 A3 0.36 09/15/2026		2.33%	8,128.06	--	8,128.06	1.80
Principal Paydown	01/18/2024	43813KAC6	5,059.00	HAROT 2020-3 A3 0.37 10/18/2024		0.37%	5,059.00	--	5,059.00	0.74
Principal Paydown	01/21/2024	43813GAC5	2,743.80	HAROT 2021-1 A3 0.27 04/21/2025		0.27%	2,743.80	--	2,743.80	0.05
Principal Paydown	01/21/2024	43815GAC3	6,235.59	HAROT 2021-4 A3 0.88 01/21/2026		0.89%	6,235.59	--	6,235.59	1.32
Principal Paydown	01/25/2024	05601XAC3	12,335.49	BMWLT 2022-1 A3 1.03 03/25/2025		1.10%	12,335.49	--	12,335.49	1.84
Total Principal Paydown			81,984.59				81,984.59	--	81,984.59	11.95
TOTAL OTHER TRANSACTIONS			(593,015.41)				801,247.23	0.00	802,973.09	(8,652.80)

IMPORTANT DISCLOSURES



City of National City | Account As of January 31, 2024

Chandler Asset Management, Inc. (“Chandler”) is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client’s Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

Source ice Data Indices, LLC (“ICE”), used with permission. ICE PERMITS USE OF THE ICE INDICES AND RELATED DATA ON AN “AS IS” BASIS; ICE, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS AND/OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, INCLUDING THE INDICES, INDEX DATA AND ANY DATA INCLUDED IN, RELATED TO, OR DERIVED THEREFROM. NEITHER ICE DATA, ITS AFFILIATES OR THEIR RESPECTIVE THIRD PARTY PROVIDERS GUARANTEE THE QUALITY, ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE INDICES OR THE INDEX DATA OR ANY COMPONENT THEREOF, AND THE INDICES AND INDEX DATA AND ALL COMPONENTS THEREOF ARE PROVIDED ON AN “AS IS” BASIS AND LICENSEE’S USE IS AT LICENSEE’S OWN RISK. ICE DATA, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY DO NOT SPONSOR, ENDORSE, OR RECOMMEND CHANDLER, OR ANY OF ITS PRODUCTS OR SERVICES.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody’s, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities (“MBS”) reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody’s and Fitch respectively.

BENCHMARK INDEX & DISCLOSURES



City of National City | Account As of January 31, 2024

Benchmark	Disclosure
ICE BofA 1-5 Yr US Treasury & Agency Index	The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies.



AGENDA REPORT

Department: Finance
Prepared by: Kecia Carrasco, Accountant
Meeting Date: Tuesday, May 7, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Investment Transactions for the Month Ended February 29, 2024.

RECOMMENDATION:

Accept and File the Investment Transaction Ledger for the Month Ended February 29, 2024.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

In accordance with California Government Code Section 53646 and Section XIIA of the City of National City's investment policy, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period.

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending February 29, 2024.

FINANCIAL STATEMENT:

In this period, there were acquisitions of \$2,664,017.13 and dispositions of \$2,513,002.04.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A – Investment Transaction Ledger 2024-0229

MONTHLY ACCOUNT STATEMENT

City of National City | Account As of February 29, 2024

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

Bank of New York Mellon

PORTFOLIO SUMMARY



City of National City | Account As of February 29, 2024

Portfolio Characteristics

Average Modified Duration	2.57
Average Coupon	2.71%
Average Purchase YTM	2.76%
Average Market YTM	4.79%
Average Quality	AA
Average Final Maturity	2.89
Average Life	2.84

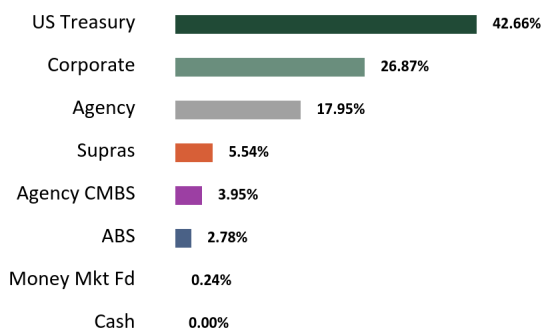
Account Summary

	Beg. Values as of 02/01/2024	End Values as of 02/29/2024
Market Value	36,956,145.47	36,733,698.45
Accrued Interest	249,791.31	246,167.25
Total Market Value	37,205,936.78	36,979,865.70
Income Earned	111,389.26	80,994.38
Cont/WD	0.00	0.00
Par	38,089,747.23	38,132,096.53
Book Value	38,030,094.17	38,061,040.06
Cost Value	38,030,094.17	38,061,040.06

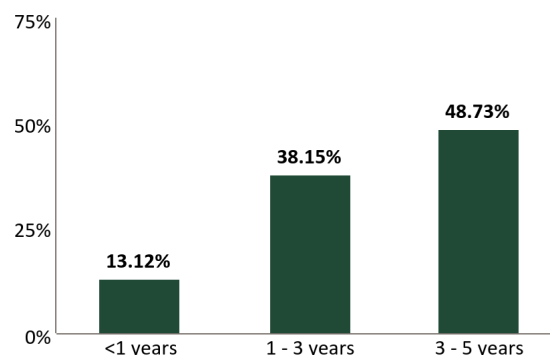
Top Issuers

United States	42.66%
Federal Home Loan Banks	8.83%
FHLMC	6.74%
Farm Credit System	4.68%
Inter-American Development Bank	2.62%
Apple Inc.	1.76%
The World Bank Group	1.70%
FNMA	1.65%

Sector Allocation



Maturity Distribution



Credit Quality



*See Footnote

Performance Review

Total Rate of Return	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (03/01/12)
City of National City	(0.61%)	1.21%	(0.22%)	4.51%	0.44%	(0.27%)	1.10%	1.06%	0.98%
Benchmark Return*	(0.72%)	1.11%	(0.36%)	4.10%	(0.10%)	(0.67%)	0.82%	0.83%	0.78%

*Periods over 1 year are annualized.

Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index Secondary Benchmark:
The credit quality is a weighted average calculation of the highest of S&P, Moody's' and Fitch

Execution Time: 03/05/2024 10:18:28 PM

Chandler Asset Management | info@chandlerasset.com | www.chandlerasset.com | 800.317.4747

STATEMENT OF COMPLIANCE



City of National City | Account As of February 29, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV)	20.0	2.8	Compliant	
Max % Issuer (MV)	5.0	1.1	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A- by 2, A-1 by 2)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A by 2, A-1 by 2)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	26.9	Compliant	
Max % Issuer (MV)	5.0	1.8	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				

STATEMENT OF COMPLIANCE



City of National City | Account As of February 29, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
Max % (MV)	100.0	18.0	Compliant	
Max Maturity (Years)	5	4	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.2	Compliant	
Max % Issuer (MV)	20.0	0.2	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 2)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A by 2, A-1 by 2 if > FDIC Limit)	0.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	5.5	Compliant	
Max % Issuer (MV)	10.0	2.6	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	42.6	Compliant	

STATEMENT OF COMPLIANCE



City of National City | Account As of February 29, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
Max Maturity (Years)	5	4	Compliant	

RECONCILIATION SUMMARY



City of National City | Account As of February 29, 2024

Maturities / Calls

Month to Date	0.00
Fiscal Year to Date	(1,730,000.00)

Principal Paydowns

Month to Date	(64,153.66)
Fiscal Year to Date	(665,777.65)

Purchases

Month to Date	2,658,298.54
Fiscal Year to Date	14,609,809.33

Sales

Month to Date	(2,509,526.43)
Fiscal Year to Date	(11,716,150.39)

Interest Received

Month to Date	86,861.43
Fiscal Year to Date	527,657.32

Purchased / Sold Interest

Month to Date	(2,242.98)
Fiscal Year to Date	(14,377.44)

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2023)
Beginning Book Value	38,030,094.17	37,732,951.71
Maturities/Calls	0.00	(1,730,000.00)
Principal Paydowns	(64,153.66)	(665,777.65)
Purchases	2,658,298.54	14,609,809.33
Sales	(2,509,526.43)	(11,716,150.39)
Change in Cash, Payables, Receivables	(617.93)	746.19
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	(53,054.63)	(170,539.14)
Ending Book Value	38,061,040.06	38,061,040.06

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2023)
Beginning Market Value	36,956,145.47	35,694,797.82
Maturities/Calls	0.00	(1,730,000.00)
Principal Paydowns	(64,153.66)	(665,777.65)
Purchases	2,658,298.54	14,609,809.33
Sales	(2,509,526.43)	(11,716,150.39)
Change in Cash, Payables, Receivables	(617.93)	746.19
Amortization/Accretion	0.00	0.00
Change in Net Unrealized Gain (Loss)	(253,392.90)	710,812.29
Realized Gain (Loss)	(53,054.63)	(170,539.14)
Ending Market Value	36,733,698.45	36,733,698.45

TRANSACTION LEDGER



City of National City | Account As of February 29, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	02/01/2024	60934N807	8,509.50	FEDERATED HRMS GV O SVC	1.000	5.00%	(8,509.50)	0.00	(8,509.50)	0.00
Purchase	02/02/2024	60934N807	1,758.84	FEDERATED HRMS GV O SVC	1.000	4.98%	(1,758.84)	0.00	(1,758.84)	0.00
Purchase	02/06/2024	60934N807	1,091.25	FEDERATED HRMS GV O SVC	1.000	4.96%	(1,091.25)	0.00	(1,091.25)	0.00
Purchase	02/08/2024	60934N807	2,450.00	FEDERATED HRMS GV O SVC	1.000	4.97%	(2,450.00)	0.00	(2,450.00)	0.00
Purchase	02/09/2024	532457CK2	275,000.00	ELI LILLY AND CO 4.5 02/09/2029	99.934	4.51%	(274,818.50)	0.00	(274,818.50)	0.00
Purchase	02/12/2024	60934N807	4,687.50	FEDERATED HRMS GV O SVC	1.000	4.96%	(4,687.50)	0.00	(4,687.50)	0.00
Purchase	02/14/2024	60934N807	16,312.50	FEDERATED HRMS GV O SVC	1.000	4.97%	(16,312.50)	0.00	(16,312.50)	0.00
Purchase	02/15/2024	60934N807	44,042.68	FEDERATED HRMS GV O SVC	1.000	4.97%	(44,042.68)	0.00	(44,042.68)	0.00
Purchase	02/15/2024	60934N807	35,990.05	FEDERATED HRMS GV O SVC	1.000	4.97%	(35,990.05)	0.00	(35,990.05)	0.00
Purchase	02/16/2024	60934N807	630,831.48	FEDERATED HRMS GV O SVC	1.000	4.96%	(630,831.48)	0.00	(630,831.48)	0.00
Purchase	02/20/2024	4581X0EN4	475,000.00	INTER-AMERICAN DEVELOPMENT BANK 4.125 02/15/2029	99.112	4.32%	(470,782.00)	(1,088.54)	(471,870.54)	0.00
Purchase	02/21/2024	60934N807	8,924.57	FEDERATED HRMS GV O SVC	1.000	4.94%	(8,924.57)	0.00	(8,924.57)	0.00
Purchase	02/21/2024	60934N807	59.10	FEDERATED HRMS GV O SVC	1.000	4.94%	(59.10)	0.00	(59.10)	0.00
Purchase	02/26/2024	60934N807	4,380.81	FEDERATED HRMS GV O SVC	1.000	4.97%	(4,380.81)	0.00	(4,380.81)	0.00
Purchase	02/26/2024	60934N807	11,186.41	FEDERATED HRMS GV O SVC	1.000	4.97%	(11,186.41)	0.00	(11,186.41)	0.00
Purchase	02/27/2024	91282CJW2	700,000.00	UNITED STATES TREASURY 4.0 01/31/2029	98.613	4.31%	(690,292.97)	(2,076.92)	(692,369.89)	0.00
Purchase	02/29/2024	60934N807	11,234.38	FEDERATED HRMS GV O SVC	1.000	4.97%	(11,234.38)	0.00	(11,234.38)	0.00
Purchase	02/29/2024	756109CF9	450,000.00	REALTY INCOME CORP 4.75 02/15/2029	97.988	5.21%	(440,946.00)	(2,553.13)	(443,499.13)	0.00
Total Purchase			2,681,459.07				(2,658,298.54)	(5,718.59)	(2,664,017.13)	0.00
TOTAL ACQUISITIONS			2,681,459.07				(2,658,298.54)	(5,718.59)	(2,664,017.13)	0.00
DISPOSITIONS										
Sale	02/09/2024	79466LAG9	(65,000.00)	SALESFORCE INC 0.625 07/15/2024	97.964	0.64%	63,676.60	(27.08)	63,703.68	(1,290.25)
Sale	02/09/2024	60934N807	(166,906.05)	FEDERATED HRMS GV O SVC	1.000	4.96%	166,906.05	0.00	166,906.05	0.00
Sale	02/09/2024	60934N807	(43,821.27)	FEDERATED HRMS GV O SVC	1.000	4.96%	43,821.27	0.00	43,821.27	0.00

TRANSACTION LEDGER



City of National City | Account As of February 29, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Sale	02/16/2024	91282CDH1	(650,000.00)	UNITED STATES TREASURY 0.75 11/15/2024	96.859	0.84%	629,585.94	(1,245.54)	630,831.48	(18,738.28)
Sale	02/20/2024	60934N807	(471,870.54)	FEDERATED HRMS GV O SVC	1.000	4.96%	471,870.54	0.00	471,870.54	0.00
Sale	02/27/2024	912828ZT0	(675,000.00)	UNITED STATES TREASURY 0.25 05/31/2025	94.348	0.60%	636,846.68	(410.35)	637,257.03	(28,265.62)
Sale	02/27/2024	60934N807	(55,112.86)	FEDERATED HRMS GV O SVC	1.000	4.97%	55,112.86	0.00	55,112.86	0.00
Sale	02/29/2024	69371RR40	(155,000.00)	PACCAR FINANCIAL CORP 0.5 08/09/2024	97.804	0.52%	151,596.20	(43.06)	151,639.26	(3,320.10)
Sale	02/29/2024	931142EW9	(95,000.00)	WALMART INC 3.9 09/09/2025	98.403	3.92%	93,482.85	(1,749.58)	95,232.43	(1,450.65)
Sale	02/29/2024	60934N807	(196,627.44)	FEDERATED HRMS GV O SVC	1.000	4.97%	196,627.44	0.00	196,627.44	0.00
Total Sale			(2,574,338.16)				2,509,526.43	(3,475.61)	2,513,002.04	(53,064.90)
TOTAL DISPOSITIONS			(2,574,338.16)				2,509,526.43	(3,475.61)	2,513,002.04	(53,064.90)
OTHER TRANSACTIONS										
Coupon	02/01/2024	46625HRY8	0.00	JPMORGAN CHASE & CO 3.782 02/01/2028		5.04%	8,509.50	0.00	8,509.50	0.00
Coupon	02/01/2024	3137FETN0	0.00	FHMS K-073 A2 3.35 01/25/2028		4.60%	530.42	0.00	530.42	0.00
Coupon	02/01/2024	3137FGZT5	0.00	FHMS K-079 A2 3.926 06/25/2028		4.60%	981.50	0.00	981.50	0.00
Coupon	02/01/2024	3137FG6X8	0.00	FHMS K-077 A2 3.85 05/25/2028		4.25%	2,310.00	0.00	2,310.00	0.00
Coupon	02/01/2024	3137H4BY5	0.00	FHMS K-746 A2 2.031 09/25/2028		5.22%	541.60	0.00	541.60	0.00
Coupon	02/06/2024	857477BR3	0.00	STATE STREET CORP 1.746 02/06/2026		1.75%	1,091.25	0.00	1,091.25	0.00
Coupon	02/08/2024	037833EB2	0.00	APPLE INC 0.7 02/08/2026		1.51%	2,450.00	0.00	2,450.00	0.00
Coupon	02/09/2024	69371RR40	0.00	PACCAR FINANCIAL CORP 0.5 08/09/2024		0.52%	387.50	0.00	387.50	0.00
Coupon	02/12/2024	3137EAEP0	0.00	FEDERAL HOME LOAN MORTGAGE CORP 1.5 02/12/2025		0.55%	4,687.50	0.00	4,687.50	0.00

TRANSACTION LEDGER



City of National City | Account As of February 29, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Coupon	02/14/2024	3133EPSW6	0.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 08/14/2026		4.58%	16,312.50	0.00	16,312.50	0.00
Coupon	02/15/2024	89240BAC2	0.00	TAOT 2021-A A3 0.26 05/15/2025		0.26%	8.66	0.00	8.66	0.00
Coupon	02/15/2024	47788UAC6	0.00	JDOT 2021 A3 0.36 09/15/2025		0.36%	8.40	0.00	8.40	0.00
Coupon	02/15/2024	47789QAC4	0.00	JDOT 2021-B A3 0.52 03/16/2026		0.52%	32.63	0.00	32.63	0.00
Coupon	02/15/2024	43815BAC4	0.00	HAROT 2022-1 A3 1.88 05/15/2026		1.88%	279.43	0.00	279.43	0.00
Coupon	02/15/2024	47787JAC2	0.00	JDOT 2022 A3 0.36 09/15/2026		2.33%	229.35	0.00	229.35	0.00
Coupon	02/15/2024	47800AAC4	0.00	JDOT 2022-B A3 3.74 02/16/2027		3.74%	483.08	0.00	483.08	0.00
Coupon	02/15/2024	161571HT4	0.00	CHAIT 2023-1 A 5.16 09/15/2028		5.17%	1,698.50	0.00	1,698.50	0.00
Coupon	02/15/2024	912828P46	0.00	UNITED STATES TREASURY 1.625 02/15/2026		1.56%	10,562.50	0.00	10,562.50	0.00
Coupon	02/15/2024	9128282A7	0.00	UNITED STATES TREASURY 1.5 08/15/2026		1.11%	7,500.00	0.00	7,500.00	0.00
Coupon	02/15/2024	912828V98	0.00	UNITED STATES TREASURY 2.25 02/15/2027		2.53%	4,050.00	0.00	4,050.00	0.00
Coupon	02/15/2024	438516CJ3	0.00	HONEYWELL INTERNATIONAL INC 4.95 02/15/2028		4.44%	11,137.50	0.00	11,137.50	0.00
Coupon	02/21/2024	43813GAC5	0.00	HAROT 2021-1 A3 0.27 04/21/2025		0.27%	2.38	0.00	2.38	0.00
Coupon	02/21/2024	43815GAC3	0.00	HAROT 2021-4 A3 0.88 01/21/2026		0.89%	56.72	0.00	56.72	0.00
Coupon	02/25/2024	05601XAC3	0.00	BMWLT 2022-1 A3 1.03 03/25/2025		1.10%	17.29	0.00	17.29	0.00
Coupon	02/29/2024	9128284Z0	0.00	UNITED STATES TREASURY 2.75 08/31/2025		0.70%	9,281.25	0.00	9,281.25	0.00
Coupon	02/29/2024	91282CFH9	0.00	UNITED STATES TREASURY 3.125 08/31/2027		3.99%	1,953.13	0.00	1,953.13	0.00
Total Coupon			0.00				85,102.59	0.00	85,102.59	0.00

TRANSACTION LEDGER



City of National City | Account As of February 29, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Dividend	02/29/2024	60934N807	0.00	FEDERATED HRMS GV O SVC		4.97%	12.00	0.00	12.00	0.00
Total Dividend			0.00				12.00	0.00	12.00	0.00
Principal Paydown	02/15/2024	89240BAC2	10,192.82	TAOT 2021-A A3 0.26 05/15/2025		0.26%	10,192.82	--	10,192.82	1.89
Principal Paydown	02/15/2024	47788UAC6	4,171.74	JDOT 2021 A3 0.36 09/15/2025		0.36%	4,171.74	--	4,171.74	0.80
Principal Paydown	02/15/2024	47789QAC4	8,776.39	JDOT 2021-B A3 0.52 03/16/2026		0.52%	8,776.39	--	8,776.39	0.78
Principal Paydown	02/15/2024	43815BAC4	11,900.33	HAROT 2022-1 A3 1.88 05/15/2026		1.88%	11,900.33	--	11,900.33	1.79
Principal Paydown	02/15/2024	47787JAC2	9,001.40	JDOT 2022 A3 0.36 09/15/2026		2.33%	9,001.40	--	9,001.40	1.99
Principal Paydown	02/21/2024	43813GAC5	2,717.99	HAROT 2021-1 A3 0.27 04/21/2025		0.27%	2,717.99	--	2,717.99	0.05
Principal Paydown	02/21/2024	43815GAC3	6,206.58	HAROT 2021-4 A3 0.88 01/21/2026		0.89%	6,206.58	--	6,206.58	1.31
Principal Paydown	02/25/2024	05601XAC3	11,186.41	BMWLT 2022-1 A3 1.03 03/25/2025		1.10%	11,186.41	--	11,186.41	1.67
Total Principal Paydown			64,153.66				64,153.66	--	64,153.66	10.27
TOTAL OTHER TRANSACTIONS			64,153.66				149,268.25	0.00	149,268.25	10.27

IMPORTANT DISCLOSURES



City of National City | Account As of February 29, 2024

Chandler Asset Management, Inc. (“Chandler”) is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client’s Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

Source ice Data Indices, LLC (“ICE”), used with permission. ICE PERMITS USE OF THE ICE INDICES AND RELATED DATA ON AN “AS IS” BASIS; ICE, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS AND/OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, INCLUDING THE INDICES, INDEX DATA AND ANY DATA INCLUDED IN, RELATED TO, OR DERIVED THEREFROM. NEITHER ICE DATA, ITS AFFILIATES OR THEIR RESPECTIVE THIRD PARTY PROVIDERS GUARANTEE THE QUALITY, ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE INDICES OR THE INDEX DATA OR ANY COMPONENT THEREOF, AND THE INDICES AND INDEX DATA AND ALL COMPONENTS THEREOF ARE PROVIDED ON AN “AS IS” BASIS AND LICENSEE’S USE IS AT LICENSEE’S OWN RISK. ICE DATA, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY DO NOT SPONSOR, ENDORSE, OR RECOMMEND CHANDLER, OR ANY OF ITS PRODUCTS OR SERVICES.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody’s, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities (“MBS”) reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody’s and Fitch respectively.

BENCHMARK INDEX & DISCLOSURES



City of National City | Account As of February 29, 2024

Benchmark	Disclosure
ICE BofA 1-5 Yr US Treasury & Agency Index	The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies.



AGENDA REPORT

Department: Community Development
Prepared by: Martin Reeder, AICP – Asst. Director of Community Development
Meeting Date: Tuesday, May 7, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Adoption of an Ordinance amending Section 9.07 (Food Caterers and Catering Equipment Rentals) of the National City Municipal Code.

RECOMMENDATION:

Adopt the Ordinance

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

City Council introduced the Ordinance at their meeting of April 16, 2024

EXPLANATION:

The City has regulations in the Municipal Code (NMC) related to food sales from mobile food vending vehicles (e.g., food trucks, trailers, etc.) under NMC 9.06 and from sidewalk vendors under NMC 13.30. In addition to the above-referenced Municipal Code sections, food sales are also permitted as part of a temporary event (Temporary Use Permit), as regulated by Chapter 15.60 (Temporary Use Permits) and in relation to private catering operations in Chapter 9.07. All activities associated with the above Code sections are also required to abide by the regulations of the Department of Environmental Health and Quality (DEHQ). Since the COVID-19 pandemic, smaller businesses that do not have the capacity or capital to offer food sales have turned to outside food sales. In the case of establishing or niche businesses, mobile food vendors are not always an option due to location, lack of established clientele, or property size. Many have turned to more permanent non-kitchen based alternatives, such as parking lot-based vendors or similar (carts, tables, etc.). However, sidewalk vendors are limited to street rights-of-way, and Title 18 typically requires that all uses be conducted in enclosed buildings.

Proposal

Staff is suggesting an amendment to Chapter 9.07 (Food Caterers and Catering Equipment Rentals) to address food vending covered under the existing DEHQ permitting framework. The intent is to allow smaller service businesses such as bars or markets that do not have kitchens to offer limited food sales on the property. The City of San Diego has similar allowances, as does the City of Los Angeles, which has removed almost all barriers to outside food vending in recent years.

Analysis

DEHQ regulates three primary exterior food activities:

- **Mobile Food Facilities** (e.g., food trucks)
- **Temporary Food Facilities** (e.g., temporary community event)

- **Satellite Food Service Operations** (e.g., restaurant, market ~ business with interior food preparation facilities)

The first two bulleted items are covered under existing Code sections for mobile food vending vehicles and Temporary Use Permits. Satellite Food Service Operations are for a restaurant or market to produce food in the business on site and serve it outside. There is also **private event catering**, which does not typically require anything from the City other than be associated with a permitted event and have a business license.

However, there is also **Direct-sales catering**, which means any catering where food is sold or served to individual consumers as members of the public (i.e., all catering other than private event catering). Direct-sales catering is only allowed at a permitted **catering host facility** that meets DEHQ requirements at the time the catered food is served. A Catering host facility generally requires restroom facilities, sinks for cleaning dishes, adequate power, and potable water.

Direct-sales catering allows “limited food preparation”, which is defined as one or more of the following:

1. Heating, frying, baking, roasting, popping, shaving of ice, blending, steaming or boiling of hot dogs, or assembly of non-prepackaged food.
2. Dispensing and portioning of non-potentially hazardous food or dispensing and portioning for immediate service to a customer of food that has been temperature controlled until immediately prior to portioning or dispensing.
3. Holding, portioning, and dispensing of any foods that are prepared for satellite food service by the onsite permanent food facility or prepackaged by another approved source.
4. Holding, portioning, and dispensing of any foods that are prepared by a catering operation.
5. Slicing and chopping of non-potentially hazardous food or produce that has been washed at an approved facility or slicing and chopping of food on a heated cooking surface during the cooking process.
6. Cooking and seasoning to order.
7. Juicing or preparing beverages that are for immediate service, in response to an individual consumer order, which do not contain frozen milk products.
8. Hot and cold holding of food that has been prepared at an approved permanent food facility.
9. Reheating of food that has been previously prepared at an approved permanent food facility and held at temperatures required by this chapter.

Limited food preparation does not include any of the following:

1. Slicing and chopping potentially hazardous food, other than produce, unless it is on the heated cooking surface.
2. Thawing.
3. Cooling of cooked, potentially hazardous food.
4. Grinding raw ingredients or potentially hazardous food.
5. Washing of foods.
6. Cooking of potentially hazardous foods for later use.
7. Handling, manufacturing, freezing, processing, or packaging of milk, milk products, or products resembling milk products.

Staff has provided a draft ordinance which amends Section 9.07 to define DEHQ requirements and defer to their permitting process. There is also a requirement for a City business license and to maintain access to required parking spaces, as these types of uses will typically occur within parking lots.

California Environmental Quality Act (CEQA)

The ordinance being proposed is considered exempt from CEQA because it is not a project as defined in Section 15378. If approved, there would be no construction occurring or an increase in vehicle trips; therefore, there would not be any potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Summary

Staff is suggesting amending the Municipal Code to allow smaller businesses with limited resources to expand their ability to serve their customers. If approved, this Ordinance will allow for outside food sales on a limited basis, subject to County health permit regulations. The amendment would also make National City consistent with other similar jurisdictions. Subsequent amendments to Title 18 (Zoning) will follow to add cross-references related to the amended Chapter 9.07, including a recommendation from the Planning Commission.

FINANCIAL STATEMENT:

Not Applicable

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Second Reading and Adoption

EXHIBITS:

Exhibit A – Strikethrough/underline version

Exhibit B – Ordinance

Chapter 9.07 FOOD CATERERS AND CATERING EQUIPMENT RENTALS

9.07.010 Definitions.

Whenever in this article, the following terms are used, they shall have the meanings respectively ascribed to them in this section:

- A. "Caterer" means a business which prepares food for a catering function for events such as, but not limited to, picnics, weddings, banquets, parties, gatherings.
- B. "Catering vehicle" means a vehicle upon which food, beverages and related service equipment are transported related to a catering function.
- C. "Catering function" means any event where a caterer provides food for a person or persons at other than an existing health regulated establishment. A catering function shall not include those functions that are conducted by persons engaged or employed in youth organizations, churches, church societies, private clubs or other nonprofit associations of a religious, philanthropic, civic improvement, youth development, social, political, or educational nature which purchase food, food products, or beverages, for service without charge to their members or to the general public at fund-raising events, for consumption on or off the premises at which the food, food products, or beverages are served or sold, if the service or sale of such food, food products or beverages does not constitute a primary purpose or function of the club or association, and if no employee or member is assigned full-time to care for or operate equipment used in such an arrangement.
- D. "Catering equipment rental establishment" means an establishment that provides food service utensils such as dishes, tableware, pots and pans to caterers or to the public but does not provide catering services.
- E. "Department" means the San Diego Department of [Environmental Health and Quality Services](#).
- F. "Direct-sales catering" means any catering where food is sold or served to individual consumers as members of the public (i.e., all catering other than private event catering).
- G. "Catering host facility" means a fixed facility established and regularly operated for purposes other than food service.
- H. "Satellite Food Service" means a remotely located food service operation that is conducted on the same property as, in reasonable proximity to, and in conjunction with and by, a fully enclosed permanent food facility.

9.07.020 Application of legislation.

The provisions of Division I, Title 6, of the San Diego County Code of Regulatory Ordinances and the California ~~Uniform Retail Food Facilities Law Code~~ [Code \(CRFC\)](#)

~~(CURFFL)~~ relative to food handler training and the preparation and distribution of food are hereby made applicable to caterers and caterer operations.

9.07.030 Health permits and fees.

Persons operating as caterers and catering equipment rental establishments are considered to be operating a health regulated establishment and are subject to public health permit requirements as specified in the San Diego County Code of Regulatory Ordinances. Such persons shall pay the permit fees prescribed for restaurants in Section 9.04.170 of this code and shall be subject to penalties for delinquent fee payment as set forth in Section 65.104 and 65.105 of the San Diego County Code of Regulatory Ordinances.

9.07.040 Notification of catering events.

When requested by the ~~deputy director of environmental health services~~ [Director of Environmental Health of San Diego County](#), caterers shall notify the department of the time, date and location of each catering function in a manner specified by the department.

9.07.050 Potentially hazardous foods.

All potentially hazardous foods as defined in Section ~~27534~~ [113871](#) of the California ~~Uniform~~ Retail Food ~~Facilities Law Code~~ that are stored, held, transported or served by a caterer must be protected from contamination and kept at temperatures as required by the California ~~Uniform~~ Retail Food ~~Facilities Law Code~~.

9.07.060 Toilet facilities.

Adequate toilet and handwashing facilities, as determined by the deputy director of environmental health services, must be reasonably available in the vicinity of any location where food is prepared or served.

9.07.070 Catering vehicles.

No person or company shall operate or cause to be operated a catering vehicle without complying with the following:

- A. Such person or company shall have a valid health permit as required by Section 61.~~492~~[104](#) of the San Diego County Code of Regulatory Ordinances.
- B. Foods and food containers shall be carried in compartments with cleanable interior surfaces.
- C. Vehicles shall be maintained in a clean condition.

9.07.080 Catering equipment rental establishment.

No person or company shall operate or cause to be operated, a catering equipment rental establishment without complying with the following:

A. All food service equipment shall be stored in a building that meets the requirements of the California **Uniform Retail Food Facilities Law Code**.

B. All food service equipment such as dishes, glasses, tableware, pots and pans shall be cleaned and sanitized by methods prescribed in the California **Uniform Retail Food Facilities Law Code**.

9.07.090 Direct-sales catering.

No person or entity shall engage in direct-sales catering without complying with the following:

A. Direct-sales catering is only allowed at a permitted catering host facility that meets the requirements of section 61.306 of the San Diego County Code of Regulatory Ordinances at the time the catered food is served.

B. Direct-sales catering food service may only occur at a permitted catering host facility that meets the requirements of section 61.307 of the San Diego County Code of Regulatory Ordinances at the time the catered food is served.

C. All catering host facilities shall obtain appropriate permits as required by section 61.303 of the San Diego County Code of Regulatory Ordinances.

D. No required parking spaces or access to the same shall be blocked or impeded in any way by direct-sales catering activity.

E. A City business license shall be required for the entity engaged in direct-sales catering (separate from the licensed business premises).

F. No alcohol may be sold or served by any direct-sales caterer.

9.07.100 Satellite Food Service.

No person or entity shall conduct satellite food service operations without complying with the following:

A. All satellite food service operations shall obtain appropriate permits as required by the California Retail Food Code and the Director of Environmental Health of San Diego County.

B. No required parking spaces or access to the same shall be blocked or impeded in any way by direct-sales catering activity.

C. No alcohol may be sold or served by any satellite food service operations unless approved by a Conditional Use Permit.

ORDINANCE NO. 2024 –

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING SECTION 9.07 (FOOD CATERERS AND CATERING EQUIPMENT RENTALS) OF THE NATIONAL CITY MUNICIPAL CODE.

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, staff is suggesting an amendment to Chapter 9.07 to address food vending covered under the existing Department of Environmental Health and Quality (DEHQ) permitting framework with the intent to allow smaller service businesses such as bars and markets that do not have kitchens to offer limited food sales on the property; 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 April 16, 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 ORDER AS FOLLOWS:

Section 1: The City Council of the City of National City hereby amends Section 9.07 (Food Caterers and Catering Equipment Rentals) to read as follows:

Chapter 9.07 FOOD CATERERS AND CATERING EQUIPMENT RENTALS

9.07.010 Definitions.

Whenever in this article, the following terms are used, they shall have the meanings respectively ascribed to them in this section:

- A. "Caterer" means a business which prepares food for a catering function for events such as, but not limited to, picnics, weddings, banquets, parties, gatherings.
- B. "Catering vehicle" means a vehicle upon which food, beverages and related service equipment are transported related to a catering function.
- C. "Catering function" means any event where a caterer provides food for a person or persons at other than an existing health regulated establishment. A catering function shall not include those functions that are conducted by persons engaged or employed in youth organizations, churches, church societies, private clubs or other nonprofit associations of a religious, philanthropic, civic improvement, youth development, social, political, or educational nature which purchase food, food products, or beverages, for service without

charge to their members or to the general public at fund-raising events, for consumption on or off the premises at which the food, food products, or beverages are served or sold, if the service or sale of such food, food products or beverages does not constitute a primary purpose or function of the club or association, and if no employee or member is assigned full-time to care for or operate equipment used in such an arrangement.

- D. "Catering equipment rental establishment" means an establishment that provides food service utensils such as dishes, tableware, pots and pans to caterers or to the public but does not provide catering services.
- E. "Department" means the San Diego Department of Environmental Health and Quality.
- F. "Direct-sales catering" means any catering where food is sold or served to individual consumers as members of the public (i.e., all catering other than private event catering).
- G. "Catering host facility" means a fixed facility established and regularly operated for purposes other than food service.

9.07.020 Application of legislation.

The provisions of Division I, Title 6, of the San Diego County Code of Regulatory Ordinances and the California Retail Food Code (CRFC) relative to food handler training and the preparation and distribution of food are hereby made applicable to caterers and caterer operations.

9.07.030 Health permits and fees.

Persons operating as caterers and catering equipment rental establishments are considered to be operating a health regulated establishment and are subject to public health permit requirements as specified in the San Diego County Code of Regulatory Ordinances. Such persons shall pay the permit fees prescribed for restaurants in Section 9.04.170 of this code and shall be subject to penalties for delinquent fee payment as set forth in Section 65.104 and 65.105 of the San Diego County Code of Regulatory Ordinances.

9.07.040 Notification of catering events.

When requested by the Director of Environmental Health of San Diego County, caterers shall notify the department of the time, date and location of each catering function in a manner specified by the department.

9.07.050 Potentially hazardous foods.

All potentially hazardous foods as defined in Section 113871 of the California Retail Food Code that are stored, held, transported or served by a caterer must be protected from contamination and kept at temperatures as required by the California Retail Food Code.

9.07.060 Toilet facilities.

Adequate toilet and handwashing facilities, as determined by the deputy director of environmental health services, must be reasonably available in the vicinity of any location where food is prepared or served. 9.07.070 Catering vehicles.

No person or company shall operate or cause to be operated a catering vehicle without complying with the following:

- A. Such person or company shall have a valid health permit as required by Section 61.104 of the San Diego County Code of Regulatory Ordinances.
- B. Foods and food containers shall be carried in compartments with cleanable interior surfaces.
- C. Vehicles shall be maintained in a clean condition.

9.07.080 Catering equipment rental establishment.

No person or company shall operate or cause to be operated, a catering equipment rental establishment without complying with the following:

- A. All food service equipment shall be stored in a building that meets the requirements of the California Retail Food Code.
 - B. All food service equipment such as dishes, glasses, tableware, pots and pans shall be cleaned and sanitized by methods prescribed in the California Retail Food Code.
- 9.07.090 Direct-sales catering.

9.07.090 Direct-sales catering.

No person or entity shall engage in direct-sales catering without complying with the following:

- A. Direct-sales catering is only allowed at a permitted catering host facility that meets the requirements of section 61.306 of the San Diego County Code of Regulatory Ordinances at the time the catered food is served.
- B. Direct-sales catering food service may only occur at a permitted catering host facility that meets the requirements of section 61.307 of the San Diego County Code of Regulatory Ordinances at the time the catered food is served.
- C. All catering host facilities shall obtain appropriate permits as required by section 61.303 of the San Diego County Code of Regulatory Ordinances.
- D. No required parking spaces or access to the same shall be blocked or impeded in any way by direct-sales catering activity.
- E. A City business license shall be required for the entity engaged in direct-sales catering (separate from the licensed business premises).
- F. No alcohol may be sold or served by any direct-sales caterer.

9.07.100 Satellite Food Service.

No person or entity shall conduct satellite food service operations without complying with the following:

- A. All satellite food service operations shall obtain appropriate permits as required by the California Retail Food Code and the Director of Environmental Health of San Diego County.
- B. No required parking spaces or access to the same shall be blocked or impeded in any way by direct-sales catering activity.

- C. No alcohol may be sold or served by any satellite food service operations unless approved by a Conditional Use Permit.

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 a regular meeting of the City Council of the City of National City, held on this 16th day of April, 2024.

PASSED and ADOPTED this 7th day of May, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz
City Attorney



AGENDA REPORT

Department: Engineering
Prepared by: Ricardo Rodriguez, Assistant Engineer-Civil
Meeting Date: Tuesday, May 7, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Ordinance for Adoption – Discharge of Fats, Oils, and Grease (FOG) to the Municipal Sewer System.

RECOMMENDATION:

Adopt Ordinance, Entitled, “Ordinance of the City Council of the City of National City, California, Amending Section 14.06.190 – Industrial Wastes - Discharge Restrictions - Permit Required When, and Adding Chapter 14.24 – Fats, Oils and Grease Discharge Control to Title 14 of the National City Municipal Code.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The City of National City owns and operates the sanitary sewer system within city limits, which exists to collect and convey the waste collected from residential, commercial and industrial uses. The City proposes to amend Section 14.06.190 – Industrial Wastes - Discharge Restrictions - Permit Required When, and add Chapter 14.24 – Fats, Oils and Grease Discharge Control to Title 14 of the National City Municipal Code. The purpose of this proposed ordinance is to establish further regulations and compliance requirements that will support the City’s FOG control program, which is an important factor in the operation of the sanitary sewer system.

The proposed amended and new language in the ordinance is expected to reduce the potential for sanitary sewer overflows (SSOs) and protect public health and the environment by minimizing public exposure to unsanitary conditions. By controlling the discharge of fats, oils, and grease to the wastewater collection system, excessive buildup in sewer lines can be lessened, thereby increasing the system's operating efficiency and reducing the number of sewer line blockages and overflows.

As a sewer system operator, the City must implement FOG control as required by the State Water Resources Control Board (SWRCB) Water Quality Order No. 2022-0103-DWQ. This ordinance will enhance the City’s ability to implement and enforce the following required controls:

- Authority to inspect grease producing facilities, and provide enforcement to eliminate fats, oils, and grease from the sewer system.
- Implementation of source control measures for all sources of fats, oils, and grease reaching the sanitary sewer system.
- An implementation plan and schedule for a public education and outreach program that promotes proper disposal of FOG.

- The legal authority to prohibit discharges to the system and identify measures to prevent spills and blockages.
- Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, best management practices requirements, recordkeeping and reporting requirements.

The attached Ordinance was introduced by first reading at the City Council Meeting held on April 16, 2024. No revisions were necessary based on direction provided by City Council.

FINANCIAL STATEMENT:

The revised ordinance will not increase the cost to the City as it already has had a FOG program in place for years, as required by state law. The approximate annual cost for the City to meet its obligation of oversight and compliance is typically less than \$50,000 through a service contract with an expert consultant, however, that cost is partially recovered through a fee charged to the grease-producing facility owners. If there are violation issues, the responsible parties are billed for additional costs incurred by the City.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Health, Environment, and Sustainability

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act. A Public Notice of the proposed Ordinance was published in Star News on March 29, 2024

ORDINANCE:

Second Reading and Adoption

EXHIBIT:

Exhibit A - Ordinance

ORDINANCE NO. 2024 -

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING SECTION 14.06.190 – INDUSTRIAL WASTES - DISCHARGE RESTRICTIONS - PERMIT REQUIRED WHEN AND ADDING CHAPTER 14.24 – FATS, OILS AND GREASE DISCHARGE CONTROL TO TITLE 14 OF THE NATIONAL CITY MUNICIPAL CODE.

WHEREAS, the City of National City may adopt ordinances in accordance with its police powers to ensure the public health, welfare, and safety of its residents, including the police powers vested in the City pursuant to article XI, section 7, of the California Constitution; 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, the City of National City owns and operates the sanitary sewer system within city limits, which exists to collect and convey the waste collected from residential, commercial and industrial uses; and

WHEREAS, the City proposes to amend Section 14.06.190 – Industrial Wastes - Discharge Restrictions - Permit Required When, and add Chapter 14.24 – Fats, Oils and Grease Discharge Control to Title 14 of the National City Municipal Code; and

WHEREAS, the purpose of this proposed ordinance is to establish further regulations and compliance requirements that will support the City’s FOG control program, which is an important factor in the operation of the sanitary sewer system; and

WHEREAS, the wastewater collection system’s operating efficiency can be increased by controlling the discharge of FOG to the system; and

WHEREAS, FOG control is required by the State Water Resources Control Board (SWRCB) Water Quality Order 2022-0103-DWQ; and

WHEREAS, this ordinance will provide the authority to inspect grease-producing facilities, and provide enforcement to eliminate fats, oils, and grease from the sewer system; and

WHEREAS, this ordinance will allow for the implementation of source control measures for all sources of fats, oils, and grease reaching the sanitary sewer system; and

WHEREAS, this ordinance will provide an implementation plan and schedule for a public education and outreach program that promotes the proper disposal of FOG; and

WHEREAS, this ordinance will provide the legal authority to prohibit discharges to the system and identify measures to prevent spills and blockages; and

WHEREAS, this ordinance will provide requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, best management practice requirements, and recordkeeping and reporting requirements.

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

Section 1: The City Council of the City of National City hereby amends Section 14.06.190 of the National City Municipal Code to read as follows:

14.06.190 Industrial wastes—Discharge restrictions—Permit required when.

- A. Chemical or industrial liquid wastes shall not be discharged into the public sewer system without obtaining an industrial waste permit and the approval of the San Diego Metropolitan Sewerage System to discharge such wastes into the public sewer. Wastes that are known to be detrimental to the public sewer system or detrimental to the functioning of the sewage treatment plant shall be treated and disposed of as found necessary and directed by the San Diego Metropolitan Sewerage System or other authority having jurisdiction.
- B. Solid wastes resulting from the preparation of any food or drink prepared on premises where such foods or drinks are served or proposed to be served for consumption shall not discharge into the public sewer system in concentrations that may result in separation from effluent and adherence to sewer structures and appurtenances, accumulate and/or cause or contribute to blockages in the sewer system or at the sewer system lateral which connects the food service establishment to the sewer system. Premises where food or drink are served or proposed to be served for consumption are required to install, operate and maintain a grease control device of an approved type and adequate size in accordance with the current edition of the California Plumbing Code, see Chapter 15.20.
- C. Interceptors (including grease, oil and sand, etc.) shall be provided when, in the judgment of the director of building and safety or the public works director, they are necessary for the proper handling of liquid wastes containing grease, flammable wastes, sandy solids, acid or alkaline substances or other ingredients harmful to the building drainage system, the public or private sewer or to public or private sewage disposal facilities in accordance to the FOG Ordinance, see Chapter 14.24.

Section 2: The City Council of the City of National City adds Chapter 14.24 of the National City Municipal Code to read as follows:

Chapter 14.24 – FATS, OILS AND GREASE DISCHARGE CONTROL

Sections:

14.24.010 Title.

This chapter shall be known as "City of National City Fats, Oils and Grease Discharge Control Ordinance" and shall be so cited.

14.24.020 Purpose and intent.

The purpose of this ordinance is to provide for the protection and maximum beneficial public use of the City's sewer system while preventing blockages of the sewer resulting from discharges of

Fats, Oils, and Grease (“FOG”) to sewer facilities, and to specify appropriate FOG discharge requirements for food service establishments (“FSEs”).

14.24.030 Definitions.

For the purposes of this chapter, certain terms are defined as follows:

- A. “Best management practices” means schedules of activities, prohibitions, practices, maintenance procedures, and other management practices to prevent or reduce the introduction of FOG to the sewer facilities.
- B. “Discharger” means any person who discharges or causes a discharge of wastewater directly or indirectly into a public sewer.
- C. “Fats, oils, and grease” (FOG) means any substance such as a vegetable or animal product that is used in, or is a by-product of, the cooking or food preparation process, and that turns or may turn viscous or solidify with a change in temperature or other conditions.
- D. “FOG control program” means the FOG control program required by and developed pursuant to State Water Resources Control Board Order No. 2022-0103.
- E. “Food grinder” means any device installed in the plumbing or sewage system for the purpose of grinding food waste or food preparation by-products prior to discharge in the sewer system.
- F. “Food service establishment” (FSE) means establishments of any size operating in a permanently constructed structure, such as a room, building, or place, or portion thereof, maintained, used, or operated for the purpose of preparing, serving, manufacturing, packaging, or otherwise handling food, or for consumption by the public, its members, or employees, and which has any process or device that uses or produces FOG. A limited food preparation establishment is not considered a FSE when engaged only in reheating, hot holding, or assembly of ready to eat food products without soiling non-disposable cookware, serving ware, dishes, or utensils, and as a result, there is no wastewater discharge containing a significant amount of FOG. A limited food preparation establishment does not include any operation that changes the form, flavor, or consistency of food.
- G. “Grease” means any material which is extractable from an acidified sample of a waste by hexane or other designated solvent and as determined by the appropriate procedure in standard methods. “Grease” includes fats and oils.
- H. “Grease control device” means any grease interceptor, grease trap or other mechanism, device, or process, which attaches to, or is applied to, wastewater plumbing fixtures and lines, the purpose of which is to trap, collect, or treat FOG prior to it being discharged into the sewer system. “Grease control device” may also include any other proven method to reduce FOG subject to the approval of the City.
- I. “Grease interceptor” means a multi-compartment device that is constructed in different sizes and, according to the current edition of the California Plumbing Code, is generally required to be located underground between a FSE and the connection to the City’s sewer system. These devices primarily use gravity to separate FOG from the wastewater as it moves from one compartment to the next. These devices must be cleaned, maintained, and have the FOG removed and disposed of in a proper manner on regular intervals to be effective.
- J. “Grease trap” means a grease control device that is used to serve individual or multiple fixtures and have limited effect and should only be used in those cases where the use of a grease interceptor or other grease control device is determined to be impossible or impracticable.

- K. "Hot spots" means areas in sewer lines that have experienced sanitary sewer overflows or that must be cleaned or maintained frequently to avoid blockages of the sewer system.
- L. "Private Lateral Sewage Discharge" (PLSD)" means sewage discharges that are caused by blockages or other problems within privately owned laterals or collection systems which are tributary to the sanitary sewer system. This type of sewage discharge is the responsibility of the private lateral or collection system owner.
- M. "Remodeling" means a physical change or operational change causing increased FOG generation that exceeds the current amount of FOG discharge to the sewer system by the FSE in an amount that alone or collectively causes or creates a potential for SSOs to occur; or any remodeling of a food service establishment that requires a building permit.
 - 1. "Sanitary sewer overflow" (SSO) means and includes any overflow, spill, release, discharge or diversion of untreated or partially treated wastewater from a sanitary sewer system. SSOs include: Overflows or releases of untreated or partially treated wastewater that reach waters of the United States;
 - 2. Overflows or releases of untreated or partially treated wastewater that do not reach waters of the United States; and
 - 3. Wastewater backups into buildings and on private property that are caused by blockages or flow conditions within the publicly owned portion of a sanitary sewer system.
- N. "Sewage" means the waterborne wastes derived from ordinary human living processes and of such character as to permit satisfactory disposal, without special treatment, into the public sewer, a private sewer, or by means of household septic tank systems and individual household aerobic units.
- O. Sewer, Public. See definition in Chapter 14.06.010 of the municipal code.
- P. "Wastewater" means any liquid waste of any kind, whether treated or not, and whether animal, mineral or vegetable including sewage, agricultural, industrial and thermal wastes, which are discharged into or permitted to enter a public sewer.

14.24.040 FOG discharge requirement.

No food service establishment (FSE) shall discharge or cause to be discharged into the sewer system any FOG in concentrations that may result in separation from effluent and adherence to sewer structures and appurtenances, accumulate, and/or cause or contribute to blockages in the sewer system or at the sewer system lateral which connects the FSE to the sewer system. The following requirements shall apply to all FSEs:

- A. Grease control device. FSEs are required to install, operate and maintain a grease control device of an approved type and adequate size in accordance with the current edition of the California Plumbing Code, see Chapter 15.20.005 -2022 CPC, (adopted Ordinance No. 2023-2513, §§ 3, 2-21-2023) to maintain compliance with the objectives of this chapter, subject to the variance and waiver provisions of Section 14.24.060. The grease control device shall be adequate to separate and remove FOG contained in wastewater discharges from FSEs prior to discharge to the sewer system. Fixtures, equipment, and drain lines located in the food preparation and clean up areas of FSEs that are sources of FOG discharges shall be connected to the grease control device. The grease control device shall be installed at a location approved by the County of San Diego or at the discretion of the City Engineer, where it shall be at all times easily accessible for

inspection, cleaning, and removal of accumulated grease. Compliance shall be established as follows:

- a. Newly constructed FSEs, and FSEs that open a new business within an existing building, shall install grease control devices prior to commencing discharges of wastewater to the sewer system. This includes FSEs that are remodeling the site as well as those that are not remodeling the site.
 - b. Existing FSEs shall be required to install and operate a grease control device within 6 months of notification by the City, or at the discretion of the City Engineer, if in the determination of the FOG program manager any of the following apply:
 - i. The existing FSE has caused or contributed to the buildup of FOG, or a FOG-related blockage, in the sewer system including private laterals, and has reasonable potential to adversely impact the sewer system.
 - ii. The existing FSE has a sewer lateral connected to a hot spot, and has reasonable potential to adversely impact the sewer system.
 - iii. The existing FSE has made any change in food preparation or business operations that is different than the original business application and those changes will lead to an increase in grease disposal which have reasonable potential to adversely impact the sewer system.
 - iv. The existing FSE undergoes remodeling, as defined in Section 14.24.040.A.a.
 - v. The existing FSE undergoes a change in ownership.
 - vi. The existing FSE has reasonable potential to adversely impact the sewer system.
- B. Private lateral maintenance. All FSEs are required to clean the sewer lateral from the facility to the sewer main at least annually, or more often as needed to ensure proper flow within the sewer lateral.
- C. Maintenance Records. A record of sewer lateral cleaning must be maintained and kept on file for review at the food service facility. FSEs with a grease control device shall keep records of cleaning, maintenance and grease removal. All such records must be retained on site by the facility for a minimum of two years. A separate maintenance log shall be maintained for each grease control device.
- D. Inspection. Each FSE shall allow *authorized* City officials or enforcement officers, or an authorized representative, access to the premises during normal business hours and at reasonable times, for purposes of sampling, inspections and review of records relating to grease disposal.
- a. When offered by the City, inspections may be completed through a self-verification process. Failure to respond to a self-verification request or provide the necessary documentation will result in an onsite inspection by authorized City officials or enforcement officers, or an authorized representative.

14.24.050 FOG prohibitions.

The following prohibitions shall apply to all FSEs:

- A. Installation of food grinders in the plumbing system of new construction or remodeling of FSEs shall be prohibited.
- B. Introduction of any additives into a FSE's wastewater system for the purpose of emulsifying FOG or biologically/chemically treating FOG for grease remediation or as a supplement to grease control device maintenance is prohibited, unless a specific written authorization from the City of National City and the City of San Diego is obtained.

- C. Disposal of waste cooking oil into drainage pipes is prohibited. All waste cooking oils shall be collected and stored properly in receptacles such as barrels or drums for recycling or other acceptable methods of disposal.
- D. Discharge of wastewater from dishwashers to any grease control device is prohibited.
- E. Discharge of wastewater with temperatures in excess of 140 degrees Fahrenheit to any grease control device, including grease traps and grease interceptors, is prohibited.
- F. Discharge of any waste, including FOG and solid materials removed from the grease control device to the sewer system, is prohibited.

14.24.060 Variance and waiver of grease control device requirement.

- A. Variance from Grease Interceptor Requirements. An existing FSE may obtain a variance from the grease interceptor requirement to allow alternative pretreatment technology that is, at least, equally effective in controlling the FOG discharge in lieu of a grease interceptor, if the FSE demonstrates that it is impossible or impracticable to install, operate or maintain a grease interceptor. The City's determination to grant a variance will be based upon, but not limited to, evaluation of the following conditions:
 - a. There is no adequate space for installation and/or maintenance of a grease interceptor.
 - b. There is no adequate slope for gravity flow between the kitchen plumbing fixtures and the grease interceptor and/or between the grease interceptor and the private collection lines or the public sewer.
 - c. The FSE can justify that the alternative pretreatment technology is equivalent or better than a grease interceptor in controlling its FOG discharge. In addition, the FSE must be able to demonstrate, after installation of the proposed alternative pretreatment, its effectiveness to control FOG discharge through downstream visual monitoring of the sewer system, for at least three months, at its own expense. A variance may be granted if the results show no visible accumulation of FOG in its lateral and/or tributary downstream sewer lines.
- B. Conditional Waiver from Installation of Grease Interceptor. An existing FSE may obtain a conditional waiver from installation of a grease interceptor, if the FSE demonstrates that it has negligible FOG discharge and insignificant impact to the sewer system. Although a waiver from installation of a grease interceptor may be granted, the FSE may be required to provide space and plumbing segregation for future installation of a grease interceptor. The City's determination to grant or revoke a conditional waiver shall be based upon, but not limited to, evaluation of the following conditions:
 - a. Quantity of FOG discharge as measure or as indicated by the size of FSE based on seating capacity, number of meals served, menu, water usage, amount of on-site consumption of prepared food, and other conditions that may reasonably be shown to contribute to FOG discharges.
 - b. Adequacy of implementation of best management practices and compliance history.
 - c. Sewer size, grade, condition based on visual information, FOG disposition in the sewer by the FSE, and history of maintenance and sewer spills in the receiving sewer system.
 - d. Changes in operations that significantly affect FOG discharge.
 - e. Any other condition deemed reasonably related to the generation of FOG discharges by the City.
- C. Waiver from Grease Interceptor Installation with a Grease Disposal Mitigation Fee. For FSEs where the installation of a grease interceptor is not feasible and no equivalent alternative pretreatment can be installed, a waiver from the grease interceptor requirement

may be granted with the imposition of a grease disposal mitigation fee. Additional requirements may be imposed to mitigate the discharge of FOG into the sewer system.

- D. Any FSE may request a conditional waiver or variance from the FOG program manager, in order to avoid compliance with the grease control device installation requirement. The FSE bears the burden of demonstrating, to the program manager's satisfaction, that the installation of a grease control device is either not feasible or not applicable. If a grease control device is determined to not be feasible, the applicant must demonstrate how acceptable alternatives will be sufficient to prevent FOG discharges to the sewer system from the FSE. If a grease control device is not necessary, the applicant must demonstrate that it has negligible FOG discharge and insignificant impact to the sewer system. The FSE will be given notice in writing that a conditional waiver or variance from the grease control device requirement has been approved.
- E. Terms and Conditions. The program manager may impose terms and conditions on the issuance of a waiver and may impose conditions on the FSE's business license in accordance with an approved waiver. A conditional waiver may be suspended or revoked at any time when any of the terms and conditions for its issuance is not satisfied or if the conditions upon which the conditional waiver was based change so that the justification for the exception no longer exists. The conditional waiver shall be valid only so long as the FSE remains in compliance with all requirements.

14.24.070 Commercial properties.

Property owners of commercial properties or their official designee(s) shall be responsible for the installation and maintenance of the grease control device serving multiple FSEs that are located on a single parcel.

Property owners of commercial properties or their official designee(s) shall be responsible for the maintenance of the sewer lateral serving multiple FSEs that are located on a single parcel.

14.24.080 Sewer System Overflows, Abatement Orders and Cleanup Costs.

Private sewer lateral failures and SSOs caused by FSEs, alone or collectively, are the responsibility of the private property owner and FSE. If, either at the request of a FSE or to abate an immediate threat to the public health, safety, welfare, or property, the City acts to contain and/or clean up an SSO or the blockage of a sewer lateral or the sewer system caused by a FSE, the City's costs for such abatement shall be entirely borne by the property owner of the FSE, or the discharger, and shall constitute a debt to the City and become due and payable upon the City's request for reimbursement of such costs.

Any person who discharges any waste and/or wastewater which causes or contributes to any sewer blockage, SSO, obstruction, interference, damage, or any other impairment to the City's sewer facilities or to the operation of those facilities shall be liable for all costs incurred to clean or repair the facilities together with expenses incurred by the City to resume normal operations.

Any person who discharges waste and/or wastewater to the sewer system which causes or contributes to the City violating discharge requirements established by any Regulatory Agency shall be liable for any costs or expenses incurred by the City as a result, including but not limited to regulatory fines, penalties, and assessments made by other agencies or a court.

14.24.090 Requirements for best management practices.

All FSEs shall implement best management practices in accordance with the requirements and guidelines established by the City under its Sewer System Management Plan (SSMP).

14.24.100 Grease control device maintenance requirements.

All FSEs shall implement grease control device maintenance in accordance with the requirements and guidelines established by the City under its Sewer System Management Plan (SSMP).

14.24.110 Enforcement.

- A. The City Engineer, who is assigned to duties that include the enforcement of FOG Discharge Control regulations and laws, is responsible for enforcing the provisions of this chapter.
- B. The City Engineer shall have responsibility for enforcing all provisions of this chapter. Violation of any provision of this ordinance shall constitute grounds for issuing a Notice of Violation and assessing a fine by a City’s Enforcement Official or representative. Enforcement Actions under this ordinance are the issuance of an administrative citation and assessment of a fine according to Section 1.20.010. However, nothing herein provided shall prevent the City Engineer from efforts to obtain voluntary compliance by way of warning, a notice of violation or educational means.

Section 3: 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 4: That the City Clerk shall certify to the adoption of this Ordinance and shall publish in accordance with the law.

INTRODUCED at a regular meeting of the City Council of the City of National City, California, held on the 16th day of April, 2024.

PASSED and ADOPTED this 7th day of May, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Community Development
Prepared by: David McEachern, Housing Programs Specialist II
Meeting Date: Tuesday, May 7, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Public Hearing No. 2 of 2 and Adoption of HUD 2024-2025 Action Plan and Allocation of Funds to CDBG and HOME Activities.

RECOMMENDATION:

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California Adopting the U.S Department of Housing and Urban Development (HUD) 2024-2025 Annual Action Plan and Approving the Allocation of 2024-2025 HUD Entitlement Grant Funds and Program Income to Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program Activities Proposed in the 2024-2025 Annual Action Plan."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Overview | The U.S. Department of Housing and Urban Development (HUD) provides annual grants on a formula basis to entitlement cities and counties, including the City of National City for its Community Planning and Development Programs (CPD). The City of National City (City) receives Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program funds on an annual basis. The primary statutory objectives of the CDBG Program are to develop viable urban communities by providing decent housing, a suitable living environment, and by expanding economic opportunities, principally for low and moderate-income persons. The intent of the HOME Program is to expand the supply of decent, safe, sanitary, and affordable housing.

The 2020-2024 Consolidated Plan is the framework for the HUD CDBG and HOME entitlement programs. The Consolidated Plan outlines the City's housing and non-housing community development needs and priorities over five years. An overview of the Consolidated Plan's goals and priorities is attached to this staff report (Exhibit B). In addition, the entire Consolidated Plan and program information can be found at www.nationalcityca.gov/cdbg-home.

Funding Availability | For fiscal year (FY) 2024-2025, HUD program year 2024, the City estimates receiving \$700,000 in CDBG entitlement funds. Of that amount, a maximum of 20% of the CDBG allocation is reserved for program administration and mandatory fair housing requirements.

HOME entitlement funds are estimated at \$400,000 for FY 2024-2025. Of that amount, 10% of is reserved for administration. The remaining amount will be set aside for an affordable housing activity.

In addition to the entitlement funds discussed above, \$124,315 in HOME funds from program income will be reallocated to HOME activities (Exhibit “A”).

Notice of Funding | Interested parties were notified of the 2024-2025 Action Plan development process through a Notice of Funding Availability (NOFA) made available on January 22, 2024. The NOFA was sent via email and posted on the Housing Authority website.

Public Hearing No. 1 | At the first public hearing held on March 19, 2024 the City Council accepted project and program funding recommendations for the CDBG and HOME entitlement grant funds. CSA San Diego County was accepted as the City’s fair housing provider to be funded out of the mandatory 20% CDBG administrative allocation. The remainder of CDBG entitlement funds, available for non-public service programs, was recommended for a Section 108 loan in the upcoming year to supplement the funding of a public facility or infrastructure project through the National City Engineering Department. The funding of public facility or infrastructure project would meet the CDBG national objective by providing community benefit to low-income residents. Utilization of a Section 108 Loan is encouraged by HUD and would help the City meet strict expenditure deadlines enforced by HUD on an annual basis. The Section 108 Loan is available to CDBG grantees at a maximum value of five times their most recent entitlement amount, which currently would allow for approximately \$3,500,000 for the City of National City. The City would use a portion of its yearly CDBG entitlement to fulfill the Section 108 Loan yearly debt service payments. Notably, the City paid off its previous Section 108 loan for Fire Station 34 in FY 2023-2024.

The remaining HOME funds that are not allocated to CHDO or program administration will be set aside for future affordable housing activity.

Annual Action Plan Approval | This is the second and final Public Hearing and was preceded by a 30-day public review period (April 5 through May 6, 2024) of the draft 2024-2025 Annual Action Plan. During this review period, interested persons and community groups were provided the opportunity to share their thoughts regarding the Plan and the CDBG and HOME Program activities proposed. After all public comments have been considered at the second Public Hearing on May 7, 2024, the City Council will adopt the 2024-2025 Action Plan and proposed CDBG and HOME Program funding recommendations for submittal to HUD by May 15, 2024.

HUD Review | Upon receipt of the 2024-2025 Action Plan, HUD has 45 days to review and accept the Plan (reference Exhibit “B” for the timeline). The Plan specifically details the City’s utilization of its CDBG and HOME program funds.

FINANCIAL STATEMENT:

The City anticipates receiving an estimated \$700,000 in CDBG and \$400,000 in HOME Program funds for FY 2024-2025. In addition, the City will reprogram to FY 2024-2025 \$124,315 in HOME program income received. As of April 16, 2024, HUD has not released the FY 2024-2025 entitlement appropriations. When the final appropriations are made by HUD, staff will make necessary adjustments to the CDBG and HOME activity allocations by following the method described in Exhibit “A.” Pending the May 7, 2024, City Council approval of the Annual Action Plan and Resolution, the City Manager will approve adjustments made to CDBG and HOME activity allocations. Staff will ratify the final entitlement appropriations at the next available meeting after HUD’s final entitlement appropriations are received by City staff.

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. Published in The Star-News, on the City Website and Posted on Bulletin Boards at City Hall.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Activity Funding

Exhibit B - Explanation

Exhibit C - Public Notice

Exhibit D - Resolution



ESTIMATED
Community Development Block Grant (CDBG) and
HOME Investment Partnership (HOME) Annual Action Plan
Funding for HUD Program Year 2024
City Fiscal Year 2024-2025

CDBG Entitlement (estimated):	\$ 700,000.00	HOME Entitlement (estimated):	\$	400,000.00
CDBG Program Income:	\$ -	HOME Program Income:	\$	124,315.11
Total CDBG funds available:	\$ 700,000.00	Total HOME funds available:	\$	524,315.11

Community Development Block Grant (CDBG) Program

Non-Public Service Funds

Applicant Name	Program Name	Proposed Amount
National City Engineering Department	Section 108 Payment Set Aside- New Loan	\$ 560,000.00

Planning and Administration

Applicant Name	Program Name	Proposed Amount
National City Housing Authority	CDBG Program Administration	\$ 100,000.00
CSA San Diego County	Fair Housing & Tenant Landlord Services	\$ 40,000.00
CDBG TOTAL:		\$ 700,000.00

HOME Investments Partnership(HOME) Program

Project Funds

Applicant Name	Program Name	Proposed Amount
National City Housing Authority	Affordable Housing Activities Set-Aside	\$ 471,883.60

Planning and Administration

Applicant Name	Program Name	Proposed Amount
National City Housing Authority	HOME Program Administration	\$ 52,431.51
HOME TOTAL:		\$ 524,315.11

The numbers above are estimated entitlement awards for CDBG and HOME. U.S. Department of Housing and Urban Development (HUD) has not released funding allocations for program year 2024-2025. Staff has proposed program funding recommendations for consideration by City Council. Funding commitments to any activity will depend on the ability to fund the activity with the actual award made to the City by HUD.

When HUD releases the final CDBG and HOME entitlement award, if there is an increase or decrease from the estimated award amounts, CDBG Program Administration, HOME Program Administration, and HOME Set-Aside activity funding will be increased or decreased proportionally.

The City Manager will review and accept the final funding commitments as directed by the City Council.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA ADOPTING THE U.S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) 2024-2025 ANNUAL ACTION PLAN AND APPROVING THE ALLOCATION OF 2024-2025 HUD ENTITLEMENT GRANT FUNDS AND PROGRAM INCOME TO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM ACTIVITIES PROPOSED IN THE 2024-2025 ANNUAL ACTION PLAN.

Supplemental Explanation

Public Noticing | Public participation is an essential part of the development of the Annual Action Plan. All noticing for this process which sets forth the City's policies and procedures for public participation is described in the Citizen and Community Participation Plan per City Council Resolution 2020-84 and can be found at www.nationalcityca.gov/cdbg-home.

Public Notices in English, Spanish, and Tagalog are provided in Exhibit "C."

Consolidated Plan Goals:

The 2020-2024 Consolidated Plan is the framework for the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program entitlement programs. The Plan outlines the City's housing and non-housing community development needs and priorities over five years. The entire Consolidated Plan and program information can be found at www.nationalcityca.gov/cdbg-home.

1. Goal: Provide Decent and Affordable Housing

- **Priority: Conserve and Improve Existing Affordable Housing**
 - Assistance to aid in the rehabilitation of single-family and multi-family housing units.
 - Acquisition, with or without rehabilitation, of multi-family projects.
 - Conservation of affordable housing at risk of converting to market-rate housing.
- **Priority: Provide Homeownership Assistance**
 - Assistance to low-moderate income households to achieve homeownership
 - Assistance to developers for the acquisition and re-sale of housing units to low-moderate income homebuyers.
- **Priority: Assist in the Development of Affordable Housing**
 - Assistance to developers in the development of affordable housing, including acquisition, land assemblage, construction, conversion, purchase of affordability covenants, or other mechanisms.

2. Goal: Provide Community Facilities and Infrastructure

- **Priority: Provide for Community Facilities and Infrastructure**
 - Provide for new and improve existing community facilities and infrastructure. These may include, but are not limited to: parks and recreation facilities; fire equipment; facilities prioritized on the City's ADA Transition Plan; community facilities; and public streets, sidewalks, curbs, and rights-of-way.
 - Repayment of Fire Station 34 Section 108 loan. Assess the need for and (when determined to be warranted) pursue section 108 loans for large-scale public improvement and revitalization projects.

3. Goal: Provide Community and Supportive Services

- **Priority: Provide Community and Supportive Services**
 - Provide for a variety of community and supportive services, with special emphasis on crime awareness and prevention programs such as code enforcement, services for the homeless, seniors, at-risk youth, the disabled, and other persons with special needs.

4. Goal: Support Initiatives that Reduce Homelessness

- **Priority: Support Initiatives that Reduce Homelessness**
 - Tenant-based rental assistance that targets families that are homeless or housing insecure, and families experiencing domestic violence.
 - Participate in the San Diego County Regional Task Force on the Homeless (RTFH) and South Bay Homeless Alliance to assess needs and coordinate efforts to address needs.

5. Goal: Promote Equal Housing Opportunity

- **Priority: Promote Equal Housing Opportunity**
 - Promote fair housing services provided by the City's fair housing services provider.
 - Comply with fair housing planning requirements (as identified in the Analysis of Impediments to Fair Housing Choice).

6. Goal: Planning and Administration

- **Priority: Planning and Administration**
 - Invest in the planning and administration of the CDBG and HOME programs.

This space was left intentionally blank

CDBG/HOME PROGRAMS ANNUAL ACTION PLAN TIMELINE	
Date	Action
January 22	CDBG/HOME Notice of funding available to city departments and grant funding applications available for distribution.
January – March	Drafting of the 2024-2025 Action Plan
February 8	Application submission deadline for CDBG/HOME FY 2024-2025 funding
February - March	Application Review Period
March 8 – March 18	10-day Notice of Public Review Period and Notice of Public Hearing for the Draft 2024-2025 Action Plan
March 19	Public Hearing No.1 on the 2024-2025 Action Plan and applicant funding recommendations to the City Council
April 5 – May 6	30-day Notice of Public Review Period and Notice of Public Hearing for the Draft 2024-2025 Action Plan
May 7	Public Hearing No.2 (Final) to approve the Draft 2024-2025 Action Plan
May 15	Submission of the FY 2024-2025 Action Plan to HUD
May	Application Award Notification
June – July	Begin contract negotiations with selected CDBG/HOME subrecipients and initiative environmental reviews
July 1	Beginning of Program Year
All dates listed herein are tentative and are subject to change. Therefore, persons relying on this Schedule must contact the National City Housing Authority by email at housing@nationalcityca.gov to confirm dates for each event listed above.	



PUBLIC NOTICE | CITY OF NATIONAL CITY

30 DAY PUBLIC REVIEW PERIOD AND FINAL PUBLIC HEARING FOR THE DRAFT FISCAL YEAR 2024-2025 ANNUAL ACTION PLAN

In accordance with the federal regulations at 24 CFR, Part 91, the City of National City (City) is required to prepare and submit an Annual Action Plan for its Housing and Community Development Entitlement Programs funded by the U.S. Department of Housing and Urban Development (HUD). The 2020-2024 Consolidated Plan outlines the City's housing and non-housing community development needs and priorities over five years. The Annual Action Plan (Action Plan), 2024-2025, outlines how the City intends to spend an estimated \$700,000 in federal Community Development Block Grant (CDBG) and \$400,000 in federal HOME Investment Partnerships (HOME) Program entitlement funds. In addition to the funding sources noted above, the City anticipates allocating \$124,315 in program income earned from the previous year's HOME activities to fund activities listed under the proposed Action Plan.

Notice is hereby given that the City Council of the City of National City will hold the second and final Public Hearing on Tuesday, May 7, 2024, at 6:00 p.m at City Hall located at 1243 National City Boulevard in National City and online www.nationalcityca.gov/webcast. The purpose of the Public Hearing is to review public comments received during a 30-day public review period (April 5 through May 6, 2024) of the 2024-2025 draft Action Plan; and to provide interested persons and community groups with one last opportunity to share their thoughts regarding the Action Plan and the CDBG and HOME Program activities being proposed. Public participation is an essential part of the development of the Action Plan. Interested persons and community groups are invited to provide public comment (details below) and review the draft Action Plan on the City's website www.nationalcityca.gov/cdbg-home. A hardcopy of the Plan is available at the National City Housing Authority (140 E. 12th Street, National City). Public comment may be submitted prior to the meeting in writing by email at clerk@nationalcityca.gov; please provide the agenda item number or title of the item in the subject line of the email. Email comments received at least 4 hours prior to the City Council Meeting will allow time for distribution to the City Council.

After all public comments have been considered at the Public Hearing on May 7, 2024, the City Council will adopt the 2024-2025 Action Plan and proposed CDBG and HOME Program funding recommendations. The Action Plan will then be submitted to HUD for review and acceptance.

Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the City Clerk's Office (619) 336-4228 at least 24 hours in advance of the meeting. Hearing-impaired persons, please use the CAL Relay Service Number 711. Spanish Interpretation Services: Spanish Interpretation Services are available, please contact the City Clerk prior to the start of the meeting for assistance.

Asistencia en Español: Para que le interpreten la información en español, llame al (619) 336-4284.

Carlos Aguirre, Director of Community Development
City of National City
April 5, 2024



AVISO PÚBLICO | CIUDAD DE NATIONAL CITY

PERÍODO DE REVISIÓN PÚBLICA DE 30 DÍAS Y AUDIENCIA PÚBLICA FINAL PARA EL PLAN DE ACCIÓN ANUAL PARA EL AÑO FISCAL 2024-2025

De acuerdo con las regulaciones federales en 24 CFR, Parte 91, la Ciudad de National City (Ciudad) debe preparar y presentar un Plan de Acción Anual para sus Programas de Vivienda y Desarrollo Comunitario financiados por el Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD). El Plan Consolidado 2020-2024 describe las necesidades y prioridades de desarrollo comunitario de vivienda y no vivienda de la Ciudad durante cinco años. El Plan de Acción Anual (Plan de Acción) para el Año Fiscal 2024-2025 describe cómo la Ciudad tiene la intención de gastar \$700,000 federales en bloque de desarrollo comunitario (CDBG) y aproximadamente \$400,000 en fondos federales del Programa Home Investment Partnerships (HOME). Además de las fuentes de financiamiento mencionadas anteriormente, la Ciudad asignará \$124,315 en los ingresos del programa obtenidos de las actividades HOME de años anteriores para financiar las actividades enumeradas en el Plan de Acción propuesto.

Por la presente se notifica que el Concejo Municipal de la Ciudad de National City llevará a cabo el segundo y final Audiencia Pública el martes 7 de mayo de 2024 a las 6:00 p. m. en el Ayuntamiento ubicado en 1243 National City Boulevard en National City y en línea www.nationalcityca.gov/webcast. El propósito de la Audiencia Pública es para revisar los comentarios públicos recibidos durante un período de revisión pública de 30 días (del 5 de abril al 6 de mayo de 2024) del borrador del Plan de Acción 2024-2025; y brindar a las personas interesadas ya los grupos comunitarios una última oportunidad para compartir sus pensamientos sobre el Plan de Acción y las actividades propuestas por CDBG y el Programa HOME. La participación pública es una parte esencial del desarrollo del Plan de Acción. Las personas interesadas y los grupos comunitarios están invitados a proporcionar comentarios públicos (detalles a continuación) y revisar el borrador del Plan de Acción en el sitio web de la Ciudad www.nationalcityca.gov/cdbg-home. Una copia impresa del Plan está disponible en la Autoridad de Vivienda de National City (140 E. 12th Street, National City). Los comentarios públicos pueden enviarse antes de la reunión por escrito por correo electrónico a clerk@nationalcityca.gov; proporcione el número de tema de la agenda o el título del tema en la línea de asunto del correo electrónico. Comentarios por correo electrónico recibidos al menos 4 horas antes de la reunión del Concejo Municipal darán tiempo para su distribución al Concejo Municipal.

Después de que todos los comentarios públicos hayan sido considerados en la Audiencia Pública del 7 de mayo de 2024, el Concejo Municipal adoptará el Plan de Acción 2024-2025 y las recomendaciones de financiación propuestas por CDBG y el Programa HOME. Luego, el Plan de Acción se enviará a HUD para su revisión y aceptación.

Cualquier persona con una discapacidad que requiera una modificación o adaptación para participar en una reunión debe dirigir dicha solicitud a la Oficina del Secretario Municipal (619) 336-4228 al menos 24 horas antes de la reunión. Las personas con problemas de audición deben usar el número de servicio de retransmisión de CAL 711. Servicios de interpretación en español: los servicios de interpretación en español están disponibles, comuníquese con el secretario municipal antes del comienzo de la reunión para obtener ayuda. Asistencia en Español: Para que le interpreten la información en español, llame al (619) 336-4284.

Carlos Aguirre, Director of Community Development
Ciudad de National City
5 de abril, 2024



PAUNAWA SA PUBLIKO | LUNGSOD NG NATIONAL CITY

30 ARAW NA PANAHON NG PAMPUBLIKONG PAGSUSURI AT HULING PUBLIC HEARING PARA SA DRAFT FISCAL YEAR 2024-2025 TAUNANG ACTION PLAN

Alinsunod sa mga pederal na regulasyon sa 24 CFR, Part 91, ang Lungsod ng National City (Lungsod) ay inatasan na maghanda at magsumite ng Taunang Action Plan para sa Housing and Community Development Entitlement Programs nito na pinondohan ng U.S. Department of Housing and Urban Development (HUD). Ang 2020-2024 Consolidated Plan ay nagbabalangkas sa pabahay at hindi pabahay na mga pangangailangan sa pagpapaunlad ng komunidad at mga priyoridad sa loob ng limang taon. Ang Taunang Action Plan (Action Plan), 2024-2025, ay nagbabalangkas kung paano nilalayon ng Lungsod na gumastos ng tinatayang \$700,000 sa pederal na Community Development Block Grant (CDBG) at \$400,000 sa pederal na HOME Investment Partnerships (HOME) na mga pondo para sa karapatan sa Programa. Bilang karagdagan sa mga pinagmumulan ng pagpopondo na binanggit sa itaas, inaasahan ng Lungsod ang paglalaan ng \$124,315 sa kita ng programa na kinita mula sa mga aktibidad sa HOME noong nakaraang taon upang pondohan ang mga aktibidad na nakalista sa ilalim ng iminungkahing Action Plan.

Ang abiso ay ibinibigay dito na ang Konseho ng Lungsod ng National City ay magsasagawa ng ikalawa at huling Public Hearing sa Martes, Mayo 7, 2024, sa ganap na 6:00 p.m. sa City Hall na matatagpuan sa 1243 National City Boulevard sa National City at online www.nationalcityca.gov/webcast. Ang layunin ng Public Hearing ay upang suriin ang mga pampublikong komento na natanggap sa loob ng 30-araw na panahon ng pampublikong pagsusuri (Abril 5 hanggang Mayo 7, 2024) ng draft na 2024-2025 Action Plan; at upang bigyan ang mga interesadong tao at mga grupo ng komunidad ng huling pagkakataon na ibahagi ang kanilang mga saloobin tungkol sa Action Plan at mga aktibidad ng CDBG at HOME Program na iminumungkahi. Ang mga interesadong tao at grupo ng komunidad ay iniimbitahan na magbigay ng pampublikong komento (mga detalye sa ibaba) at suriin ang draft na Action Plan sa website ng Lungsod na www.nationalcityca.gov/cdbg-home. Ang hardcopy ng Action Plan ay makukuha sa National City Housing Authority (140 E. 12th Street, National City). Maaaring isumite ang pampublikong komento bago ang pagpupulong sa pamamagitan ng sulat sa pamamagitan ng email sa clerk@nationalcityca.gov; mangyaring ibigay ang numero ng item ng agenda o pamagat ng item sa linya ng paksa ng email. Ang lahat ng komento sa email na natanggap nang hindi bababa sa 4 oras bago ang Pagpupulong ng Konseho ng Lungsod ay magbibigay ng oras para sa pamamahagi sa Konseho ng Lungsod.

Matapos isaalang-alang ang lahat ng pampublikong komento sa Public Hearing sa Mayo 7, 2024, ang Konseho ng Lungsod ay magpapatibay sa 2024-2025 Action Plan at mga iminungkahing rekomendasyon sa pagpopondo ng CDBG at HOME Program. Pagkatapos ay isusumite ang Action Plan sa HUD para sa pagsusuri at pagtanggap.

Ang sinumang taong may kapansanan na nangangailangan ng pagbabago o akomodasyon upang makasali sa isang pagpupulong ay dapat idirekta ang naturang kahilingan sa Opisina ng Klerk ng Lungsod (619) 336-4228 nang hindi bababa sa 24 na oras bago ang pagpupulong. Mga taong may kapansanan sa pandinig, mangyaring gamitin ang CAL Relay Service Number 711. Mga Serbisyo sa Interpretasyon ng Espanyol: Available ang mga Serbisyo sa Interpretasyon ng Espanyol, mangyaring makipag-ugnayan sa Klerk ng Lungsod bago magsimula ang pagpupulong para sa tulong. Asistencia en Español: Para que le interpreten la información en español, llame al (619) 336-4284.

Carlos Aguirre, Director of Community Development
Lungsod ng National City, Abril 5, 2024

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ADOPTING THE U.S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) 2024-2025 ANNUAL ACTION PLAN AND APPROVING THE ALLOCATION OF 2024-2025 HUD ENTITLEMENT GRANT FUNDS AND PROGRAM INCOME TO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM ACTIVITIES PROPOSED IN THE 2024-2025 ANNUAL ACTION PLAN.

WHEREAS, as an entitlement community, the City of National City ("City") administers the Community Development Block Grant ("CDBG") and the Home Investment Partnerships Act ("HOME") Program for the Federal Government under the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, per the federal regulations at 24 CFR, Part 91, the City is required to prepare and submit an Annual Action Plan for Housing and Community Development Programs funded by CDBG and HOME; and

WHEREAS, HUD requires that all CDBG and HOME Program entitlement communities, such as the City of National City, hold at least two public hearings and a 30-day public comment period to solicit input on the 2024-2025 Annual Action Plan; and

WHEREAS, the City Council conducted a duly advertised Public Hearing on March 19, 2024, and May 7, 2024, to receive input from the public; and

WHEREAS, the 30-day comment period for the 2024-2025 Annual Action Plan occurred from April 5, 2024, to May 6, 2024; and

WHEREAS, the City will incorporate public comments received for the 2024-2025 Annual Action Plan; and

WHEREAS, HUD has not released entitlement appropriations to the City and staff has estimated the 2024-2025 HUD formula allocation to be \$700,000 for CDBG and \$400,000 for the HOME Program, which have been used to determine the Annual Action Plan activities to consider for funding identified in Exhibit A; and

WHEREAS, staff will make necessary adjustments to the CDBG and HOME activity allocations listed in the Annual Action Plan by following the method described in Exhibit A when final appropriations are provided by HUD; and

WHEREAS, the City Manager will be authorized to approve any adjustments made to CDBG and HOME activity allocations. Staff will return to ratify the final entitlement appropriations to activities funded to City Council at the next available City Council meeting after HUD's final entitlement appropriations are received; and

WHEREAS, City staff has also identified and verified program income received from the HOME Program in the amount of \$124,315.11 to supplement further the funding of activities in the 2024-2025 Annual Action Plan as listed in the attached Exhibit A.

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

Section 1: The City Council authorizes the submission of the 2024-2025 Annual Action Plan and the expenditure of the HUD CDBG and HOME estimated entitlement funds as set forth in Exhibit "A."

Section 2: The City Council authorizes allocating \$124,315.11 in HOME Program income to supplement the funding of activities specified in the 2024-2025 Annual Action Plan, as set forth in Exhibit "A."

Section 3: The City Council authorizes the City Manager or his designee to execute budget adjustments as necessary for the program funding to reflect the HOME and CDBG entitlement and funding allocations in the 2024-2025 Annual Action Plan.

Section 4: After HUD releases final CDBG and HOME entitlement appropriations, City Staff will request ratification of the activity allocations at the next available City Council meeting.

Section 5: The City Council authorizes the City Manager or his designee to execute the final submission of the 2024-2025 Annual Action Plan, modify and execute any and all appropriate instruments, certifications, agreements, contracts, and implementing documents related to the implementation and administration of the proposed 2024-2025 Annual Action Plan to fully implement the activities funded under said Plan, including subrecipient grant contracts and agreements, based on HUD's appropriation to the City.

Section 6: The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original Resolution.

PASSED and ADOPTED this 7th day of May, 2024.

Ron Morrison, Mayor


ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney

Exhibit "A"

		ESTIMATED Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Annual Action Plan Funding for HUD Program Year 2024 City Fiscal Year 2024-2025	
		CDBG Entitlement (estimated):	\$ 700,000.00
CDBG Program Income:	\$ -	HOME Program Income:	\$ 124,315.11
Total CDBG funds available:	\$ 700,000.00	Total HOME funds available:	\$ 524,315.11
Community Development Block Grant (CDBG) Program			
Non-Public Service Funds			
Applicant Name	Program Name	Proposed Amount	
National City Engineering Department	Section 108 Payment Set Aside- New Loan	\$	560,000.00
Planning and Administration			
Applicant Name	Program Name	Proposed Amount	
National City Housing Authority	CDBG Program Administration	\$	100,000.00
CSA San Diego County	Fair Housing & Tenant Landlord Services	\$	40,000.00
		CDBG TOTAL:	\$ 700,000.00
HOME Investments Partnership(HOME) Program			
Project Funds			
Applicant Name	Program Name	Proposed Amount	
National City Housing Authority	Affordable Housing Activities Set-Aside	\$	471,883.60
Planning and Administration			
Applicant Name	Program Name	Proposed Amount	
National City Housing Authority	HOME Program Administration	\$	52,431.51
		HOME TOTAL:	\$ 524,315.11
<p>The numbers above are estimated entitlement awards for CDBG and HOME. U.S. Department of Housing and Urban Development (HUD) has not released funding allocations for program year 2024-2025. Staff has proposed program funding recommendations for consideration by City Council. Funding commitments to any activity will depend on the ability to fund the activity with the actual award made to the City by HUD.</p>			
<p>When HUD releases the final CDBG and HOME entitlement award, if there is an increase or decrease from the estimated award amounts, CDBG Program Administration, HOME Program Administration, and HOME Set-Aside activity funding will be increased or decreased proportionally.</p>			
<p>The City Manager will review and accept the final funding commitments as directed by the City Council.</p>			



AGENDA REPORT

Department: Community Development
Prepared by: Martin Reeder, AICP – Asst. Director of Community Development
Meeting Date: Tuesday, May 7, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Zoning Map Amendment to Implement the Focused General Plan Update.

RECOMMENDATION:

Introduce the Ordinance by First Reading, Entitled, “An Ordinance of the City Council of the City of National City, California, Adopting an Amendment to the City of National City Zoning Map to Implement the Focused General Plan Update.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

On March 19, 2024, the City Council held a public hearing and adopted the Resolutions entitled:

- 1) “Resolution of the City Council of the City of National City, California, Certifying the Final Supplemental Program Environmental Impact Report (SPEIR) with the Selection of the Project, and Adopting Findings of Fact, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program for the City of National City Focused General Plan Update.”

- 2) “Resolution of the City Council of the City of National City, California, Adopting the Focused General Plan Update and its Related Land Use Map Including Minor Text and Map Amendments, and Replacing the 2011 Land Use, Transportation, and Safety Elements, and Climate Action Plan;” and

- 3) “Resolution of the City Council of the City of National City, California, Amending the Downtown Specific Plan;” and

- 4) “Resolution of the City Council of the City of National City, California, Approving the Update to the Bicycle Master Plan.”

On April 2, 2024, the City Council held a public hearing and adopted the Ordinances entitled:

- 1) “An Ordinance of the City of Council of the City of National City, California, Adopting the Westside Specific Plan Amendment and Amending the Zoning Text and Map of the Westside Specific Plan;” and

- 2) “An Ordinance of the City Council of the City of National City, California, Adopting Chapter 18.49 (Objective Design Standards) and Chapter 18.50 (Floor Area Ratio Bonus Regulations), Adopting Amendments to Chapter 18.29 (Overlay Zones) to Allow Residential Development on

Certain Parcels Zone CL and CS, and Amending Chapter 18.10 (Understanding the Land Use Code), Chapter 18.12 (Permits and Applications), Chapter 18.22 (Commercial Zones), Chapter 18.24 (Mixed-Use Corridor and District Zones), Chapter 18.30 (Specific Use Regulations), Chapter 18.48 (Residential Density Bonus and Affordable Housing Incentives), and Chapter 18.60 (Glossary) as well as other Amendments to Revise Title 18.”

On May 6, 2024, Planning Commission will be hearing the Zoning Map Amendment item at their meeting. A verbal summary of the conclusion of the item will be given to City Council at its hearing on May 7, 2024.

EXPLANATION:

BACKGROUND

The City’s General Plan serves as the guiding document for achieving the community’s vision for the future. Since the last update in 2011, new State legislation and other regional and local changes have taken effect. As result, in March 2020, National City initiated the FGPU to support housing-related goals, comply with changes in State legislation, update per City planning studies, and coordinate growth through a holistic process. To follow the adoption of the Housing Element on August 3, 2021, the Land Use Element, Transportation Element, Safety Element, Zoning Map, and Climate Action Plan have been updated. The Downtown Specific Plan, Westside Specific Plan, and Municipal Code have been updated for consistency, as well. Additionally, new Objective Design Standards Floor Area Ratio Bonus Regulations have been created to comply with State legislation and streamline the housing approval process. The Zoning Map has been updated to comply with the FGPU, the Westside Specific Plan update, and the Municipal Code update. One environmental document, a Supplemental Program Environmental Impact Report (SPEIR), was prepared to analyze these actions.

The goals, policies, and actions in the General Plan will guide development in National City through the horizon year 2050. These documents will supersede the current Land Use Element, Transportation Element, and Safety Element of the City of National City General Plan, which were last updated in 2011, and portions of the current Municipal Code, including the Zoning Map.

The City of National City has an adopted zoning program that supports implementation of the General Plan. The zoning and rezoning procedures are laid out in Chapter 18.20 of the Zoning Code. The zoning program for the City is implemented by both the Zoning Code and the associated Zoning Map that identifies each piece of property in the City and its assigned zone. In accordance with Section 18.20.020, the Zoning Map is a zoning regulation within the context of and adopted pursuant to Title 18. Changes in the boundaries of the zones shall be made by ordinance adopting an amended Zoning Map.

One environmental document, a Supplemental Program Environmental Impact Report (SPEIR), was prepared to analyze the Focused General Plan Update (FGPU) and related documents. The SPEIR includes the adoption of the Land Use Element, Transportation Element, Safety Element, Zoning Map, Climate Action Plan, the Downtown Specific Plan, Westside Specific Plan, and Municipal Code amendments.

Outreach Summary

The FGPU, which includes the Zoning Map update, is the product of approximately two (2) years of analysis and outreach. Due to the COVID-19 pandemic and consistent with official public health guidance, outreach activities were shifted from in-person events to virtual platforms. To address potential barriers to participation and maximize reach, a variety of media and activities were used to share information and gather input. These activities were outlined in the project's Community Engagement Plan and on the project's website (www.nationalcityca.gov/fgpu).

Mailers announcing the project and opportunities to get involved were sent to all registered addresses in National City in the summer of 2020 and spring of 2021 in both English and Spanish. Since the project kickoff in March 2020, the project team has conducted a total of seven webinars to gather public input. Of these webinars, six were conducted in English with live Spanish interpretation and one was conducted primarily in Spanish. The combined total attendance over the course 7 of these webinars has been 159 participants (an average of approximately 22 participants per session). An interactive survey was prepared and circulated to the public using the MetroQuest platform; a total of 201 responses were collected. These activities were supplemented with telephone office hours staffed by English- and Spanish-speaking staff. Meetings with stakeholders, including community organizations and developers, were also conducted.

Events and notices were marketed via the City's email listserv, FGPU stakeholder list, and the City's social media sites to share the dates and times of outreach events and opportunities to get involved. Additionally, an interactive map link was made available on the project's website from November 14, 2021, to June 30, 2022, to collect input through an on-going basis on the proposed land use changes, as well.

ZONING MAP UPDATE

As part of the FGPU, areas of the city are being proposed to be rezoned to help implement the goals, policies, and objectives of the housing, land use, and mobility elements; the CAP; the INTRACONnect plan; the Transit Oriented Development Overlay plan; and House National City.

The six areas proposed for rezone include:

- 18th Street Area: Proposed rezoning from RS-2 (9 DU/AC) to MXT (24 DU/AC) to be in alignment with neighboring properties along 18th that are mixed-use. The MXT is a proposed new zone and is a lower density than the current lowest mixed-use zone, MXC-1 which is 48 DU/AC. This lower density allows a transition to nearby lower-density zones. The factors that promote the above goals and objectives are as follows: the area is on a transit corridor and other adjacent mobility options exist (bus line along E. 18th Street and class II bike lanes), it is within a Transit Priority Area, multifamily uses are present with similar proposed density in the area, it is close to schools and services, and the INTRACONnect Plan identifies this as a high-propensity area for a 10-minute neighborhood.
 - Rezone to Mixed-Use Transitions (MXT) and Open Space (OS)
 - Density: 24 DU/AC
 - Height: 4 stories or 45 feet

- 4th Street Area: Proposed rezoning from WS-2 (9 DU/AC) to RM-1 (23 DU/AC). The factors that promote the above goals and objectives are as follows: the area is on a transit corridor with other mobility options (bus line runs along 4th Street and there are class II bike lanes, within a Transit Priority Area, there are existing multifamily uses on blocks with similar proposed density, and the INTRACConnect plan identifies it as a high-propensity area for a 10-minute neighborhood.
 - Rezone to Medium-Density Multi-Unit Residential (RM-1)
 - Density: 23 DU/AC
 - Height: 4 stories or 45 feet

- D Avenue Area: Proposed rezoning from RS-2 (9 DU/AC to RM-1 23 DU/AC). The factors that promote the above goals and objectives are as follows: the area is on a transit corridor (bus line runs along D Street), within a Transit Priority Neighborhood, within ¼ mile of downtown, close to services, existing multifamily on blocks with similar proposed density, the INTRACConnect plan identifies this area as having a high-propensity for a 10-minute neighborhood.
 - Rezone to Medium-Density Multi-Unit Residential (RM-1)
 - Density: 23 DU/AC
 - Height: 4 stories or 45 feet

- Hospital Area: Proposed rezoning from a mix of RS-2, RS-3, RM-2, and Institutional to MXC-1 (48 DU/AC). The factors that promote the above goals and objectives are as follows: Adding housing next to a large employer, being on a transit corridor along E. 4th Street, being in a transit priority area, and continuing a pattern of mixed-use zoning and development along E. 4th Street, E. 8th Street, and Euclid Avenue.
 - Rezone to Minor Mixed-Use Corridor (MXC-1)
 - Density: 48 DU/AC
 - Height: 3 stories or 50 feet

- 16th Street Area: Proposal to add the overlay zone, Mixed-Use Overlay, which will allow a housing density of 24 DU/AC. This keeps the original base zone intact, CS and CL, but allows residential to be built through the overlay zone. These areas were chosen because some properties are already residential and this will allow this transition from a commercial and service commercial to a more mixed-use and residential area.
 - Rezone to Mixed Use Overlay
 - Density: 24 DU/AC
 - Height: 5 stories or 65 feet

- 24th Street Transit Area: Proposed rezoning from CL to MCR-1 (24-60 DU/AC). The factors that promote the above goals and objectives are as follows: adjacent to the Trolley station, along a transit corridor (bus line on 18th Street), continues the pattern of mixed-use zoning, in a Transit Priority Area, and the INTRACConnect plan identifies this area as having a high-propensity for a 10-minute neighborhood.

ENVIRONMENTAL DETERMINATION

Final Program Environmental Impact Report (Final SPEIR)

The City of National City, as lead agency, has prepared a Final Supplemental Program Environmental Impact Report (Final SPEIR) to provide information to the public, agencies and policy makers about the potential environmental effects that could occur with implementation of the Focused General Plan Update (FGPU). The Zoning Map amendment is included in this. The California Environmental Quality Act (CEQA) requires a process through which agencies and the public can evaluate the potential environmental effects of implementing the FGPU (the “project”), understand the potential scale of any environmental impacts to the degree feasible, and develop measures to reduce these impacts.

Impacts identified in the Final SPEIR will be mitigated through application of federal, State, and local laws and regulations; through the application of General Plan policies and programs; and through application of the mitigation framework during project level environmental review and that reflects the implementation of General Plan goals, policies, and actions.

The Final SPEIR was certified by City Council on March 19, 2024.

FINANCIAL STATEMENT:

Not Applicable

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Housing and Community Development

ENVIRONMENTAL REVIEW:

The Final SPEIR was certified by City Council on March 19, 2024.

PUBLIC NOTIFICATION:

The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act. Published in The Star-News, on the City Website and Posted on Bulletin Boards at City Hall.

ORDINANCE:

First Reading

EXHIBITS:

- Exhibit A – Zoning Ordinance
- Exhibit B – Zoning Map Amendment
- Exhibit C – Public Notice
- Exhibit D – PowerPoint Presentation

ORDINANCE NO. 2024-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ADOPTING AN AMENDMENT TO THE CITY OF NATIONAL CITY ZONING MAP TO IMPLEMENT THE FOCUSED GENERAL PLAN UPDATE.

WHEREAS, the City of National City proposes an amendment to the City of National City Zoning Map attached as Exhibit B to the staff report; and

WHEREAS, the amendment to the Zoning Map made by this ordinance is intended to ensure compliance with recently adopted Focused General Plan Update; and

WHEREAS, Section 65300 et seq. of the California Government Code requires each city to prepare and adopt a comprehensive, long-term general plan for the physical development of the city; and

WHEREAS, commencing in March 2020, the City initiated a multi-year focused update to the General Plan by approving a work plan and budget, hiring consultants, and conducting public workshops; and

WHEREAS, the City has held visioning and outreach workshops, office hours, and public meetings on multiple occasions including but not limited to August 24, 2020, August 25, 2020, August 26, 2020, August 27, 2020, August 28, 2020, and August 29, 2020; March 23, 2021, March 24, 2021, March 25, 2021, and March 30, 2021; and December 9, 2021, December 13, 2021, and December 15, 2021; for the Focused General Plan Update and proposed Zoning Map changes; and

WHEREAS, the Planning Commission and City Council received periodic briefings to consider public and agency input, to receive information relevant to the specific topics addressed in the General Plan Update, and to provide direction and guidance to staff and the consultant team regarding policies and land use designations for development of the General Plan and its land use diagram (map); and

WHEREAS, the City Council considered public input on the draft General Plan Elements at duly advertised meetings on January 26, 2021 and June 20, 2023; and

WHEREAS, notices of the Focused General Plan Update were mailed to affected public entities and agencies in compliance with State law (Government Code Sections 65302(g)(7), 65302.5, 65302.7, 65352, 65352(a)(9)), and in accordance with Government Code Sections 65352.3 the City contacted California Native American tribes that are on the contact list maintained by the Native America Heritage Commission to invite those tribes to consult on the proposed Focused General Plan Update; and

WHEREAS, the City released the Public Review Focused General Plan, including the Land Use, Transportation, and Safety Elements in their entirety on February 17, 2023, and invited

comments by the public and affected agencies as required by law from February 17, 2023, through April 3, 2023; and

WHEREAS, the City determined that a Supplemental Program Environmental Impact Report (SPEIR) should be prepared to analyze the potential environmental impacts and identify any necessary mitigation measures for the Focused General Plan Update project; and

WHEREAS, on March 19, 2024, the City Council adopted City Council Resolution No. 2024-19 certifying the SPEIR and adopted City Council Resolution No. 2024-20 approving the Focused General Plan Update and its related land use map, including minor text and map amendments, and replacing the 2011 Land Use, Transportation, and Safety Elements, and Climate Action Plan; and

WHEREAS, the Planning Commission adopted Planning Commission Resolution No. 2024-04, on May 6, 2024, on file with the Office of the City Clerk and incorporated by this reference, recommending the City Council adopt the Zoning Map Amendment; and

WHEREAS, a notice of the City Council public hearing to consider adoption of the Zoning Map Amendment was published in the Star News, a newspaper of general circulation on April 26, 2024, and was posted in the Star News and on the City of National City website, in accordance with City policies and Government Code Section 65090; and

WHEREAS, the City Council has reviewed and considered all evidence in the record submitted in connection with the Focused General Plan Update, the Zoning Map Amendment and the Programmatic Environmental Impact Report, including the staff report, public testimony, and other documents and evidence that are the City administrative record for these actions.

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

Section 1: That the testimony and evidence presented to the City Council at the Public Hearing held on May 7, 2024, support the following findings:

1. The City Council has considered the administrative record and all public comment received on the Zoning Map Amendment, and utilized its independent judgment in acting on the information contained in this resolution.
2. In accordance with Government Code Section 65302 and other applicable provisions of State law, the Zoning Map Amendment has been prepared in compliance with state law and local ordinance.
3. The City has conducted extensive public outreach efforts in the development of the Zoning Map Amendment, and public input has been considered prior to the adoption of the Zoning Map Amendment.

Section 2: That the City Council hereby adopts the Zoning Map Amendment, attached to the staff report as Exhibit B, consistent with the certified Supplemental Program Environmental Impact Report and the Focused General Plan Update.

Section 3: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolution.

INTRODUCED at a regular meeting of the City Council of the City of National City, held on this 7th day of May, 2024.

PASSED and ADOPTED this _____ day of _____, 2024.

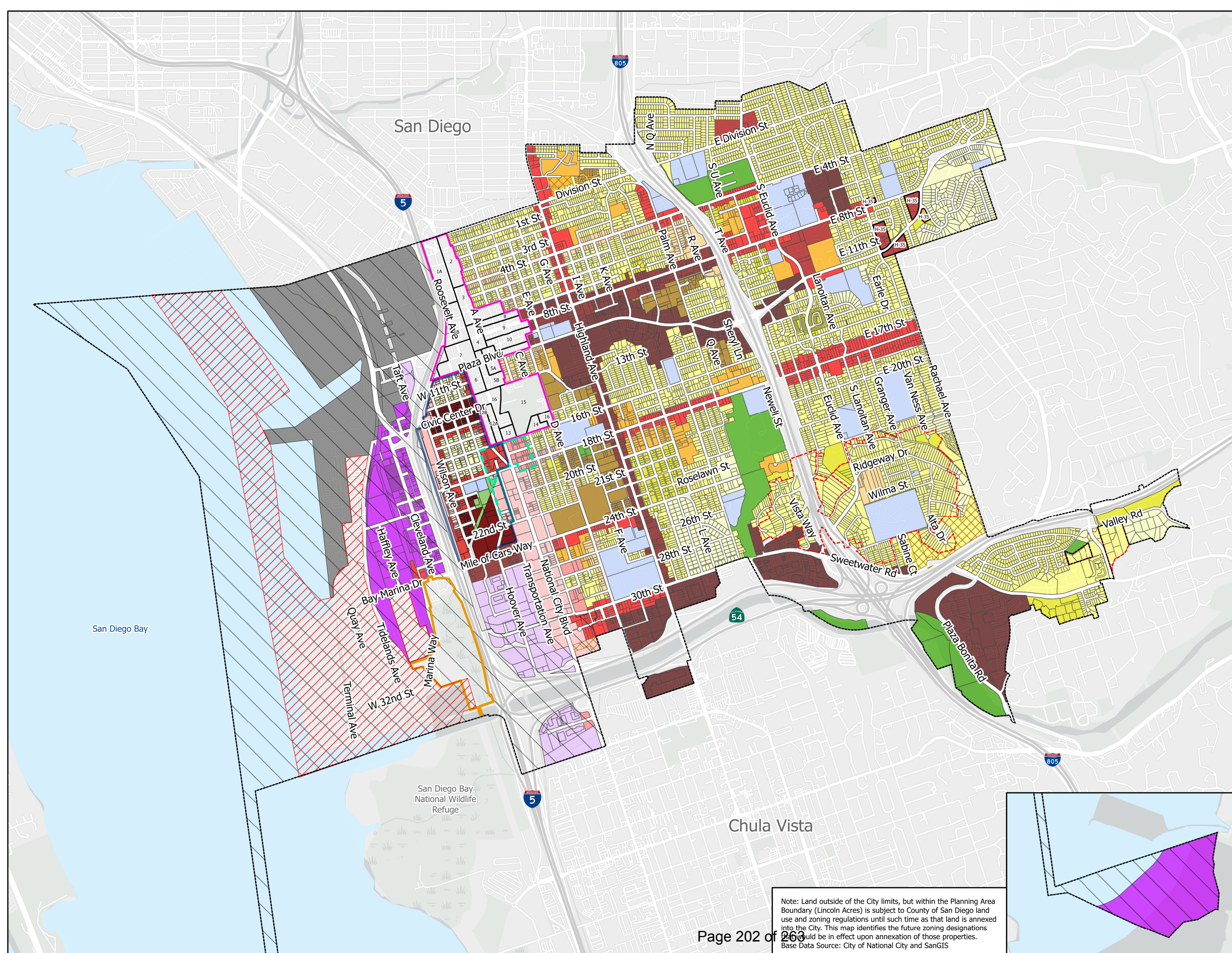
Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



Legend

- Residential**
- RS-1 Large Lot Res.
- RS-2 Small Lot Res.
- RS-3 Medium-Low Den. Multi-Unit Res.
- RM-1 Medium Den. Multi-Unit Res.
- RM-2 High Den. Multi-Unit Res.
- RM-3 Very High Den. Multi-Unit Res.
- Mixed-Use**
- MXC-1 Minor Mixed-Use Corridor
- MXD-1 Minor Mixed-Use District
- MXC-2 Major Mixed-Use Corridor
- MXD-2 Major Mixed-Use District
- MXT Mixed-Use Transition
- Commercial**
- CA Commercial Automotive
- CS Service Commercial
- Industrial**
- ML Light Industrial
- MM Medium Industrial
- MH High Industrial
- Institutional**
- I Institutional
- Open Space**
- OS Open Space
- Military Reservation**
- MLR Military
- Westside Specific Plan**
- RS-4 Single-Family Residential (17.4 du/ac max)
- MCR-1 Multi-Use Commercial-Residential (24 du/ac max)
- MCR-2 Multi-Use Commercial-Residential (48 du/ac max)
- CL Limited Commercial
- IC Civic Institutional
- OSR Open Space Reserve
- Downtown Specific Plan**
- Refer to the Downtown Specific Plan
- # Applicable Development Zone
- Harbor District Specific Area Plan**
- Refer to the Harbor District Specific Area Plan
- Port Master Plan**
- San Diego Unified Port District Permitting Authority
- Overlays**
- CZ Coastal Zone
- H - # Height Restriction
- MHP Mobile Home Park
- Mixed-Use Overlay
- Boundaries**
- City Boundary / Planning Area Boundary
- Unincorporated

N

0 0.5 1

Miles

Note: Land outside of the City limits, but within the Planning Area Boundary (Lincoln Acres) is subject to County of San Diego land use and zoning regulations until such time as that land is annexed into the City. This map identifies the future zoning designations that should be in effect upon annexation of those properties.
 Base Data Source: City of National City and SanGIS

**CITY OF NATIONAL CITY
NOTICE AND SUMMARY OF INTENT TO ADOPT PROPOSED ORDINANCE**

NOTICE IS HEREBY GIVEN that at a Regular Meeting held on Tuesday, March 19, 2024 the City Council of the City of National City introduced a proposed ordinance for the first reading, which if adopted, would amend:

- 1) The Westside Specific Plan and the Zoning Text and Map of the Westside Specific Plan; and,
- 2) The Municipal Code, which include Chapter 18.49 to Provide Objective Design Standards for Housing Development, Adopting Chapter 18.50 to Provide a Floor Area Ratio Bonus Program, Adopting Amendments to Chapters 18.29 (Overlay Zones) to Create a Mixed-Use Overlay Zone to Allow Residential Development on Certain Parcels Zoned CL and CS, and Amending the Municipal Code to Revise Title 18.

The City Council will have the Second reading of this ordinance wherein they will consider its adoption at its Regular Meeting to be held on **Tuesday, April 2, 2024 at 6:00 p.m.** via LIVE WEBCAST in the City Council Chamber, 1243 National City Boulevard, National City, California. **Written comments or testimony from the public must be submitted via e-mail to publiccomment@nationalcityca.gov by 2:00 P.M. on the day of the City Council Meeting.**

A full text copy of the proposed ordinance, and Regular Online Meeting of the City Council, will be webcast and archived on the City's website at: www.nationalcityca.gov.

Shelley Chapel, MMC, City Clerk
Published in the Star News March 22, 2024

TOGETHER WE

PLAN

NATIONAL CITY

Zoning Map Amendment City Council

May 7, 2024



**NATIONAL
CITY**

CALIFORNIA · 1887 Page 204 of 263



KEYSER MARSTON ASSOCIATES.

Contents



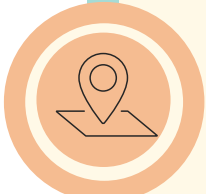
Staff Recommendation



Previous Hearing Refresher



General Plans Overview



Zoning



Growth Projections

Staff Recommendation



Introduce the Ordinance by First Reading, Entitled, “An Ordinance of the City Council of the City of National City, California, Adopting an Amendment to the City of National City Zoning Map to Implement the Focused General Plan Update.”

Previous Hearing Refresher

City Council Previous Actions



- 1.** Certified the SPEIR, adopting findings of fact, statement of overriding considerations, and Mitigation, Monitoring, and Reporting Program (MMRP) with the selection of the proposed project
- 2.** Adopted the Focused General Plan Update which includes the Climate Action Plan
- 3.** Adopted Municipal Code Amendments
- 4.** Adopted Westside Specific Plan and the Downtown Specific Plan Amendments
- 5.** Adopted the Bicycle Master Plan Update

March 19, 2024 Meeting
Second Reading on April 2, 2024

“ A city is not gauged by its length and width, but by the broadness of its vision and the height of its dreams.”
Herb Caen

General Plans

- ✓ Blueprint for the long-term future
- ✓ Expresses community's development goals and embodies public policy relative to the future distribution of land use
- ✓ Promotes better projects, streamlined processes, integrated planning, and improved access and use of available resources
- ✓ It's required by State law

The Update Included

Housing Element

Land Use Element

Transportation Element

Safety Element

Climate Action Plan

House National City

Westside and Downtown Specific Plans

Bicycle Master Plan

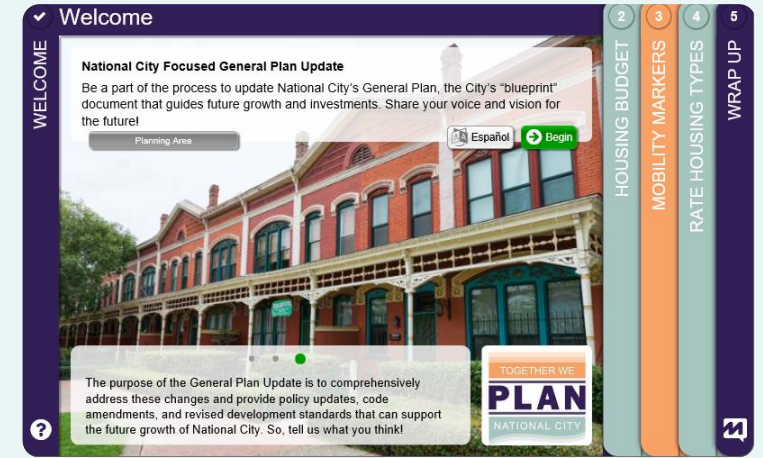
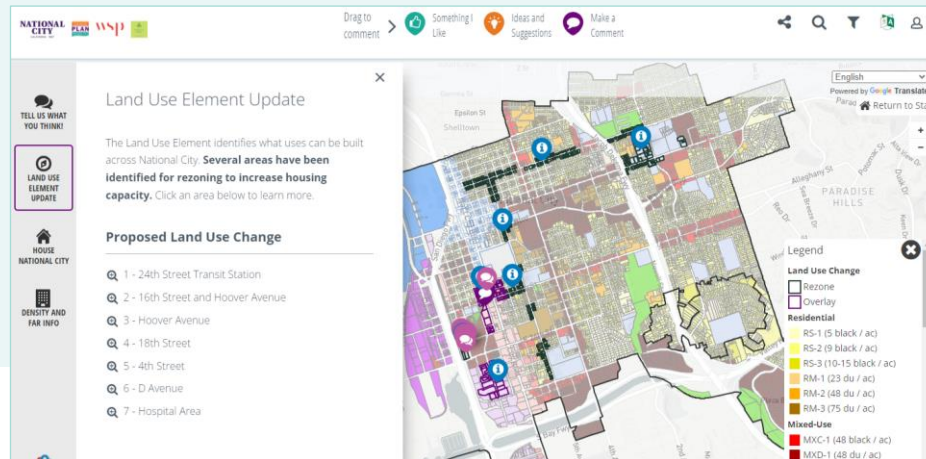
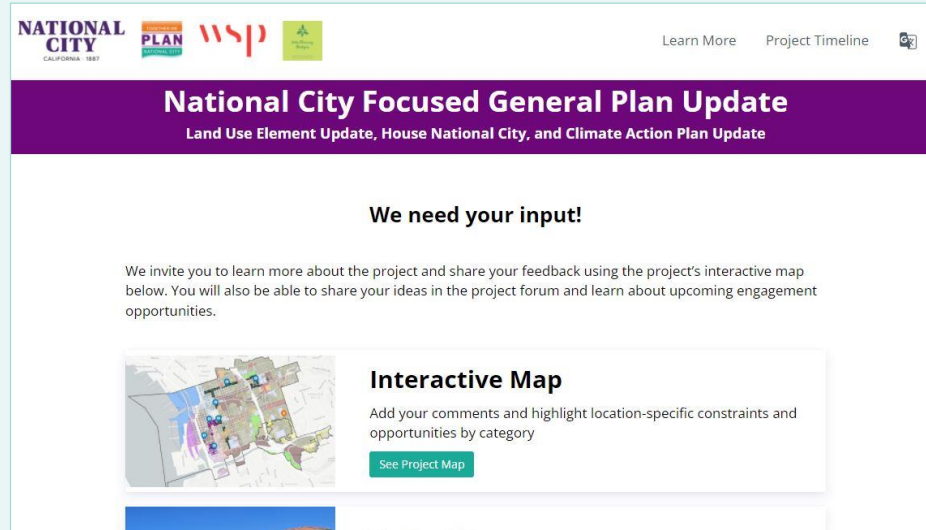
Objective Design Standards

Updates to the Municipal Code

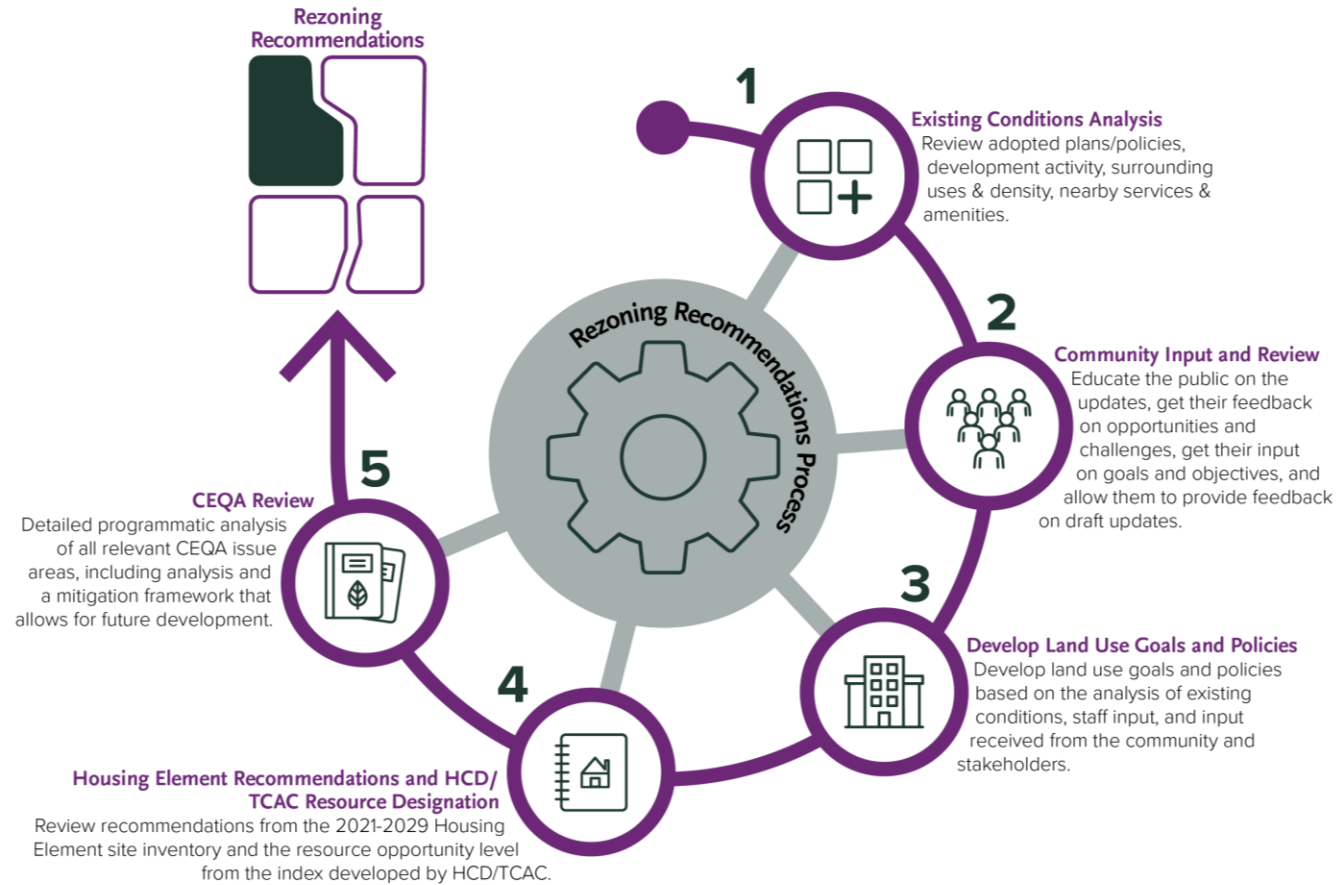
Community Engagement

Community Engagement Completed to Date: 2020 – 2023

- Project Website
- Online Survey
- Webinars (7 total)
- Telephone Office Hours
- Interactive Map
- Stakeholder Interviews
- Planning Commission & City Council Briefings
- Workshops & Hearings (for Housing Committee, Planning Commission, and City Council)



Rezoning Recommendation Process



Why the Zoning Changes

- ✓ Create an integrated development pattern
- ✓ Develop 10-minute neighborhoods
- ✓ Help to meet the CAP and other sustainability goals
- ✓ Aid in increasing housing in areas that have access to transit and resources
- ✓ Assist in adding housing units to meet housing-related needs
- ✓ Encourage the development of a diverse housing stock that can meet the needs of National City residents of all ages, abilities, and incomes.
- ✓ Encourage and facilitate the construction of new housing consistent with the City's RHNA allocation.
- ✓ Create opportunities for infill and transit-oriented development

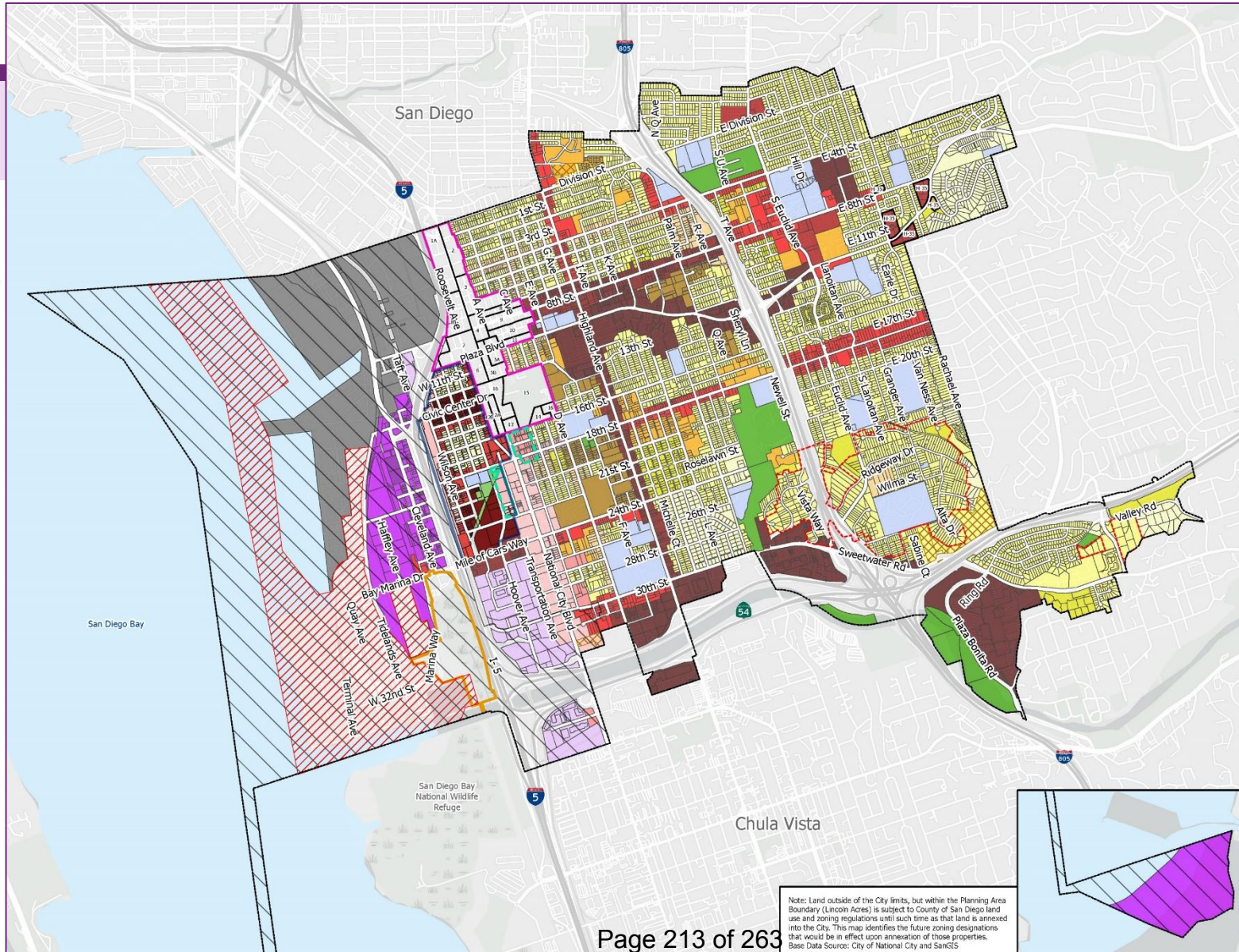


Proposed Zoning Map Amendment

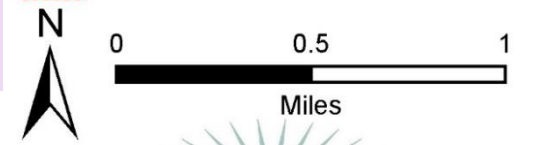


Legend

- Residential**
- RS-1 Large Lot Res.
 - RS-2 Small Lot Res.
 - RS-3 Medium-Low Den. Multi-Unit Res.
 - RM-1 Medium Den. Multi-Unit Res.
 - RM-2 High Den. Multi-Unit Res.
 - RM-3 Very High Den. Multi-Unit Res.
- Mixed-Use**
- MXC-1 Minor Mixed-Use Corridor
 - MXD-1 Minor Mixed-Use District
 - MXC-2 Major Mixed-Use Corridor
 - MXD-2 Major Mixed-Use District
 - MXT Mixed-Use Transition
- Commercial**
- CA Commercial Automotive
 - CS Service Commercial
- Industrial**
- ML Light Industrial
 - MM Medium Industrial
 - MH High Industrial
- Institutional**
- I Institutional
- Open Space**
- OS Open Space
- Military Reservation**
- MLR Military



- Westside Specific Plan**
- RS-4 Single-Family Residential (17.4 du/ac max)
 - MCR-1 Multi-Use Commercial-Residential (24 du/ac max)
 - MCR-2 Multi-Use Commercial-Residential (48 du/ac max)
 - CL Limited Commercial
 - IC Civic Institutional
 - OSR Open Space Reserve
- Downtown Specific Plan**
- Refer to the Downtown Specific Plan
 - # Applicable Development Zone
- Harbor District Specific Area Plan**
- Refer to the Harbor District Specific Area Plan
- Port Master Plan**
- San Diego Unified Port District Permitting Authority
- Overlays**
- CZ Coastal Zone
 - H - # Height Restriction
 - MHP Mobile Home Park
 - Mixed-Use Overlay
- Boundaries**
- City Boundary / Planning Area Boundary
 - Unincorporated



Note: Land outside of the City limits, but within the Planning Area Boundary (Lincoln Acres) is subject to County of San Diego land use and zoning regulations until such time as that land is annexed into the City. This map identifies the future zoning designations that would be in effect upon annexation of those properties. Base Data Source: City of National City and SanGIS

Growth Projections

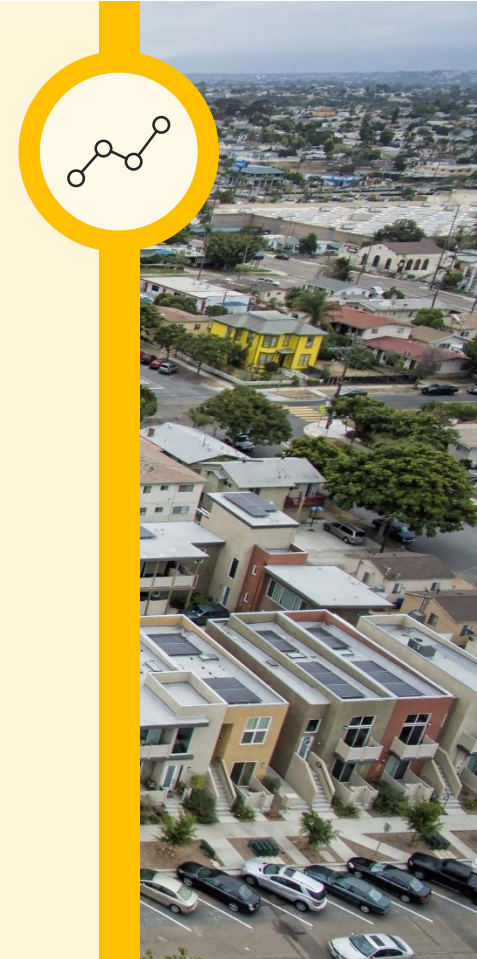


	Existing Development	Total 2050 Buildout (Adopted Land Use - No Build)	Delta (Change existing to 2050 Project)	Total 2050 FGPU Horizon Buildout (Project)	Delta (Change between 2050 No Build to 2050 Project)
Dwelling Units	18,179	22,729	4,550	23,325	+595
Retail/Office Space (square feet)	6,858,359	13,133,424	6,275,065	13,332,112	+198,688
Industrial Space (square feet)	4,031,983	5,772,092	1,740,109	5,772,092	(0)
Population	58,582	72,961	14,379	74,872	+1,911

Growth Projections

Assumptions Explained

- ✓ Assessed Value Ratio (AVR) – used to determine which parcels are most likely to redevelop
- ✓ Assessed building value compared to the land value of each site (building value/land value)
- ✓ If the land value is greater than the building value, it will have a lower AVR and therefore likely to redevelop
- ✓ Only parcels zoned for residential uses with an AVR of less than 1 (and less than 0.75 for commercial and industrial uses) were assumed to be redeveloped
- ✓ Vacant land and redevelopment sites were assumed to build out at 75% of capacity

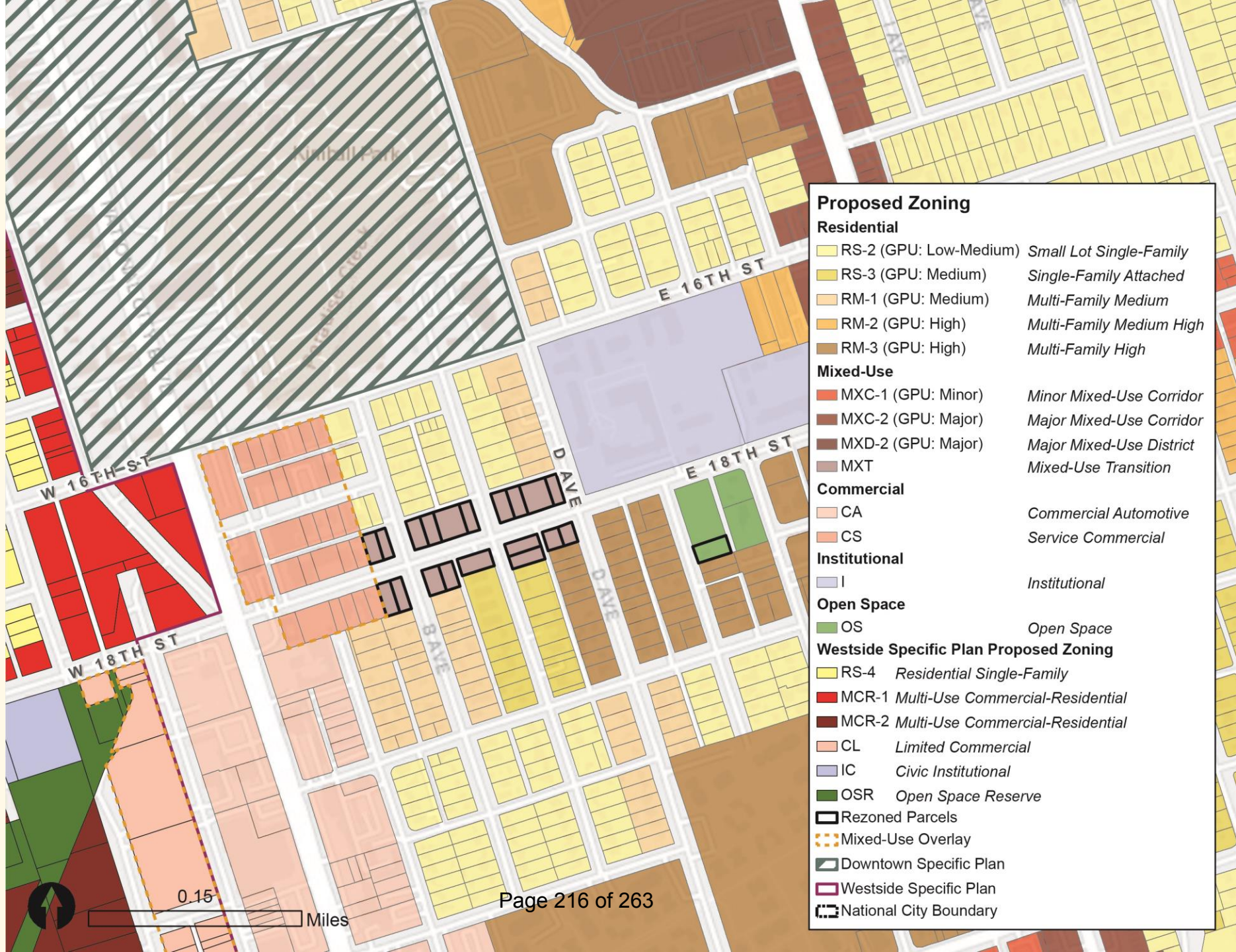


18th Street

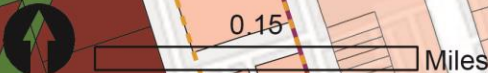
Rezone to:
 Mixed-Use Transition
 (MXT) and Open Space
 (OS)

Density:
 24 DU/AC

Height:
 4 Stories/45ft



Proposed Zoning	
Residential	
RS-2 (GPU: Low-Medium)	Small Lot Single-Family
RS-3 (GPU: Medium)	Single-Family Attached
RM-1 (GPU: Medium)	Multi-Family Medium
RM-2 (GPU: High)	Multi-Family Medium High
RM-3 (GPU: High)	Multi-Family High
Mixed-Use	
MXC-1 (GPU: Minor)	Minor Mixed-Use Corridor
MXC-2 (GPU: Major)	Major Mixed-Use Corridor
MXD-2 (GPU: Major)	Major Mixed-Use District
MXT	Mixed-Use Transition
Commercial	
CA	Commercial Automotive
CS	Service Commercial
Institutional	
I	Institutional
Open Space	
OS	Open Space
Westside Specific Plan Proposed Zoning	
RS-4	Residential Single-Family
MCR-1	Multi-Use Commercial-Residential
MCR-2	Multi-Use Commercial-Residential
CL	Limited Commercial
IC	Civic Institutional
OSR	Open Space Reserve
[Black Outline]	Rezoned Parcels
[Dashed Orange]	Mixed-Use Overlay
[Hatched Green]	Downtown Specific Plan
[Pink Outline]	Westside Specific Plan
[Dashed Grey]	National City Boundary

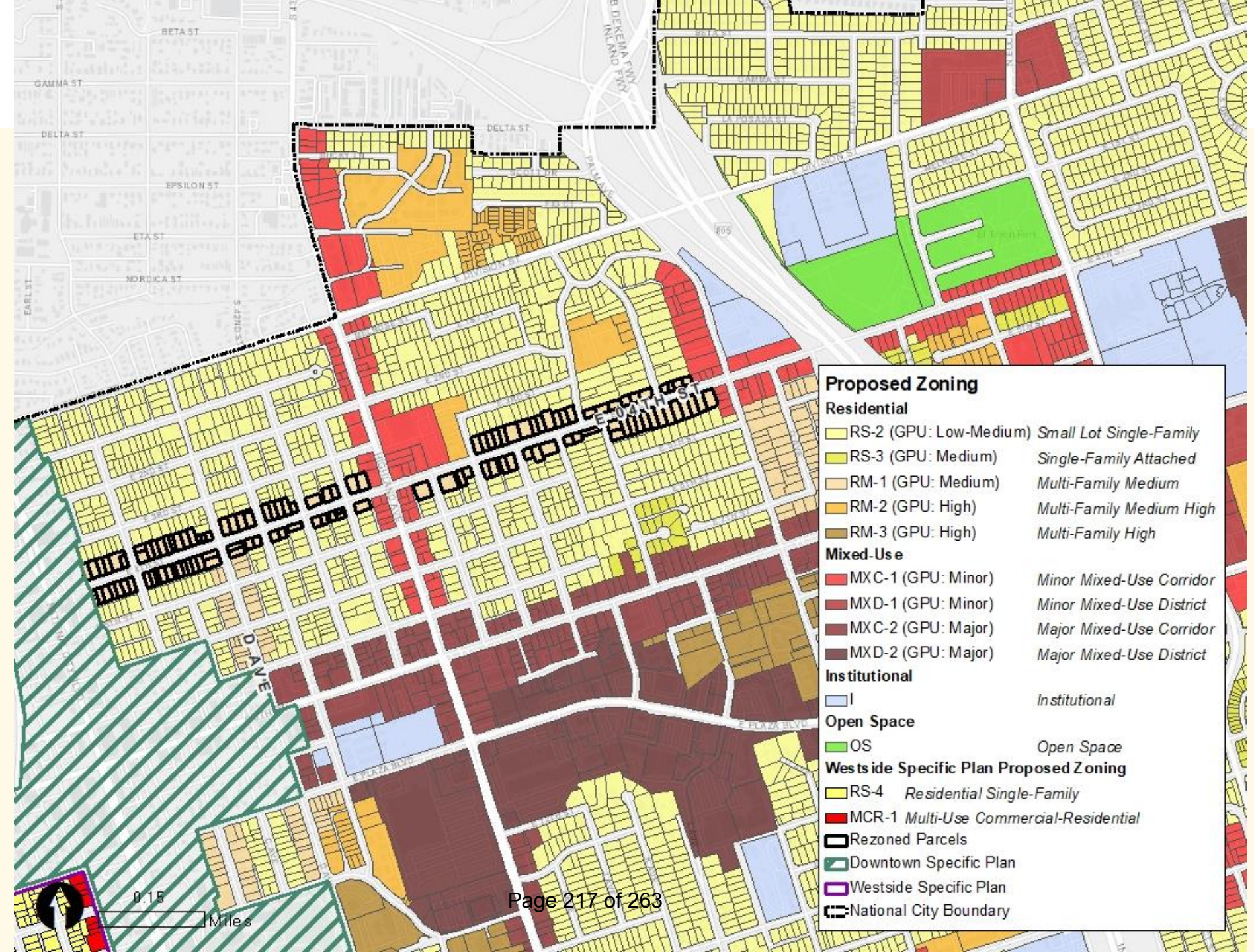


4th Street

Rezone to:
 Medium Density
 Multi-Unit Residential
 (RM-1)

Density:
 23 DU/AC

Height:
 4 Stories/45ft



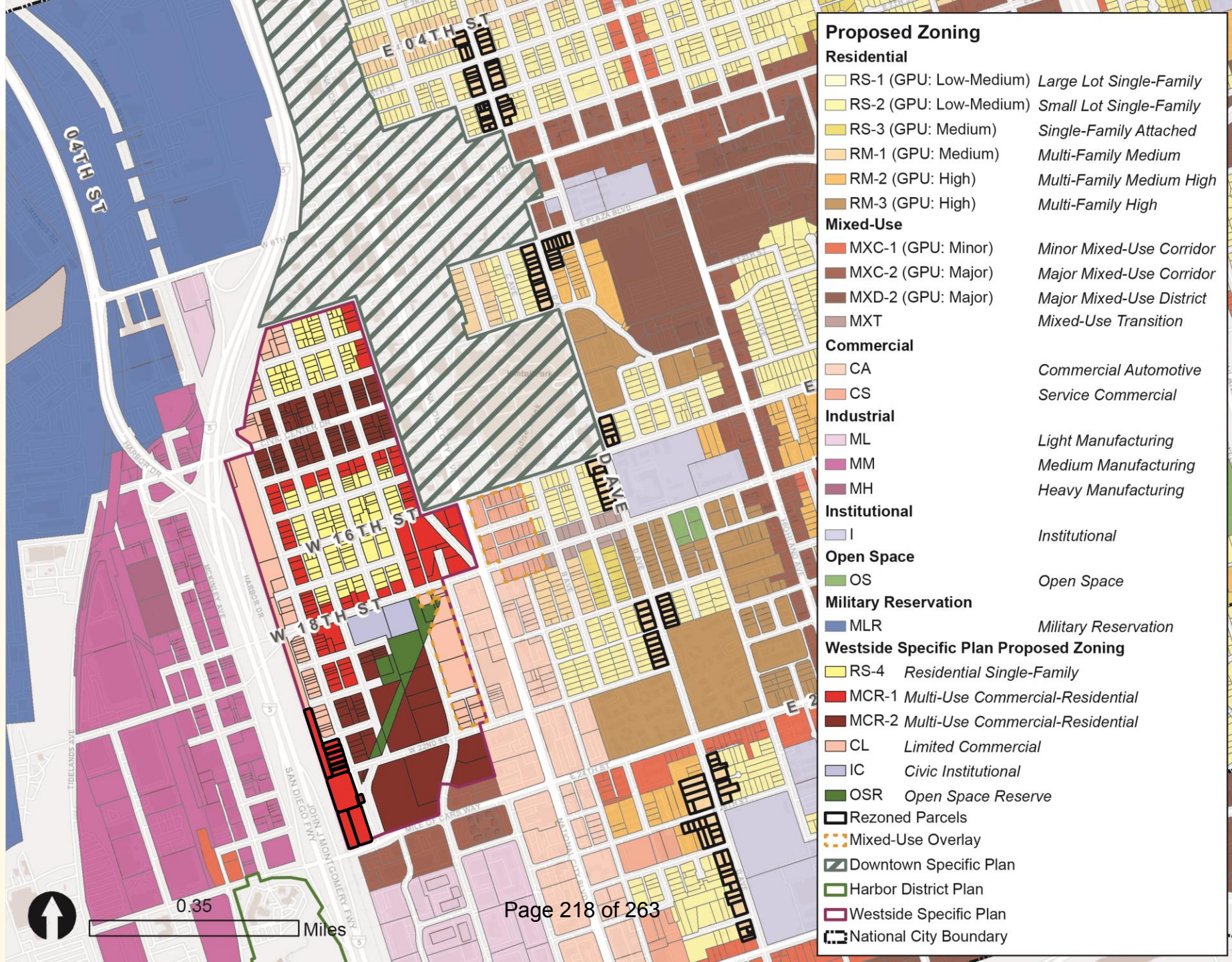
Proposed Zoning	
Residential	
RS-2 (GPU: Low-Medium)	Small Lot Single-Family
RS-3 (GPU: Medium)	Single-Family Attached
RM-1 (GPU: Medium)	Multi-Family Medium
RM-2 (GPU: High)	Multi-Family Medium High
RM-3 (GPU: High)	Multi-Family High
Mixed-Use	
MXC-1 (GPU: Minor)	Minor Mixed-Use Corridor
MXD-1 (GPU: Minor)	Minor Mixed-Use District
MXC-2 (GPU: Major)	Major Mixed-Use Corridor
MXD-2 (GPU: Major)	Major Mixed-Use District
Institutional	
I	Institutional
Open Space	
OS	Open Space
Westside Specific Plan Proposed Zoning	
RS-4	Residential Single-Family
MCR-1	Multi-Use Commercial-Residential
[Black Outline]	Rezoned Parcels
[Green Hatched]	Downtown Specific Plan
[Purple Outline]	Westside Specific Plan
[Dashed Line]	National City Boundary

D Avenue

Rezone to:
 Medium Density
 Multi-Unit Residential
 (RM-1)

Density:
 23 DU/AC

Height:
 4 Stories/45ft



Proposed Zoning	
Residential	
RS-1 (GPU: Low-Medium)	Large Lot Single-Family
RS-2 (GPU: Low-Medium)	Small Lot Single-Family
RS-3 (GPU: Medium)	Single-Family Attached
RM-1 (GPU: Medium)	Multi-Family Medium
RM-2 (GPU: High)	Multi-Family Medium High
RM-3 (GPU: High)	Multi-Family High
Mixed-Use	
MXC-1 (GPU: Minor)	Minor Mixed-Use Corridor
MXC-2 (GPU: Major)	Major Mixed-Use Corridor
MXD-2 (GPU: Major)	Major Mixed-Use District
MXT	Mixed-Use Transition
Commercial	
CA	Commercial Automotive
CS	Service Commercial
Industrial	
ML	Light Manufacturing
MM	Medium Manufacturing
MH	Heavy Manufacturing
Institutional	
I	Institutional
Open Space	
OS	Open Space
Military Reservation	
MLR	Military Reservation
Westside Specific Plan Proposed Zoning	
RS-4	Residential Single-Family
MCR-1	Multi-Use Commercial-Residential
MCR-2	Multi-Use Commercial-Residential
CL	Limited Commercial
IC	Civic Institutional
OSR	Open Space Reserve
[Black Outline]	Rezoned Parcels
[Dotted Outline]	Mixed-Use Overlay
[Diagonal Lines]	Downtown Specific Plan
[Green Outline]	Harbor District Plan
[Purple Outline]	Westside Specific Plan
[Dashed Outline]	National City Boundary



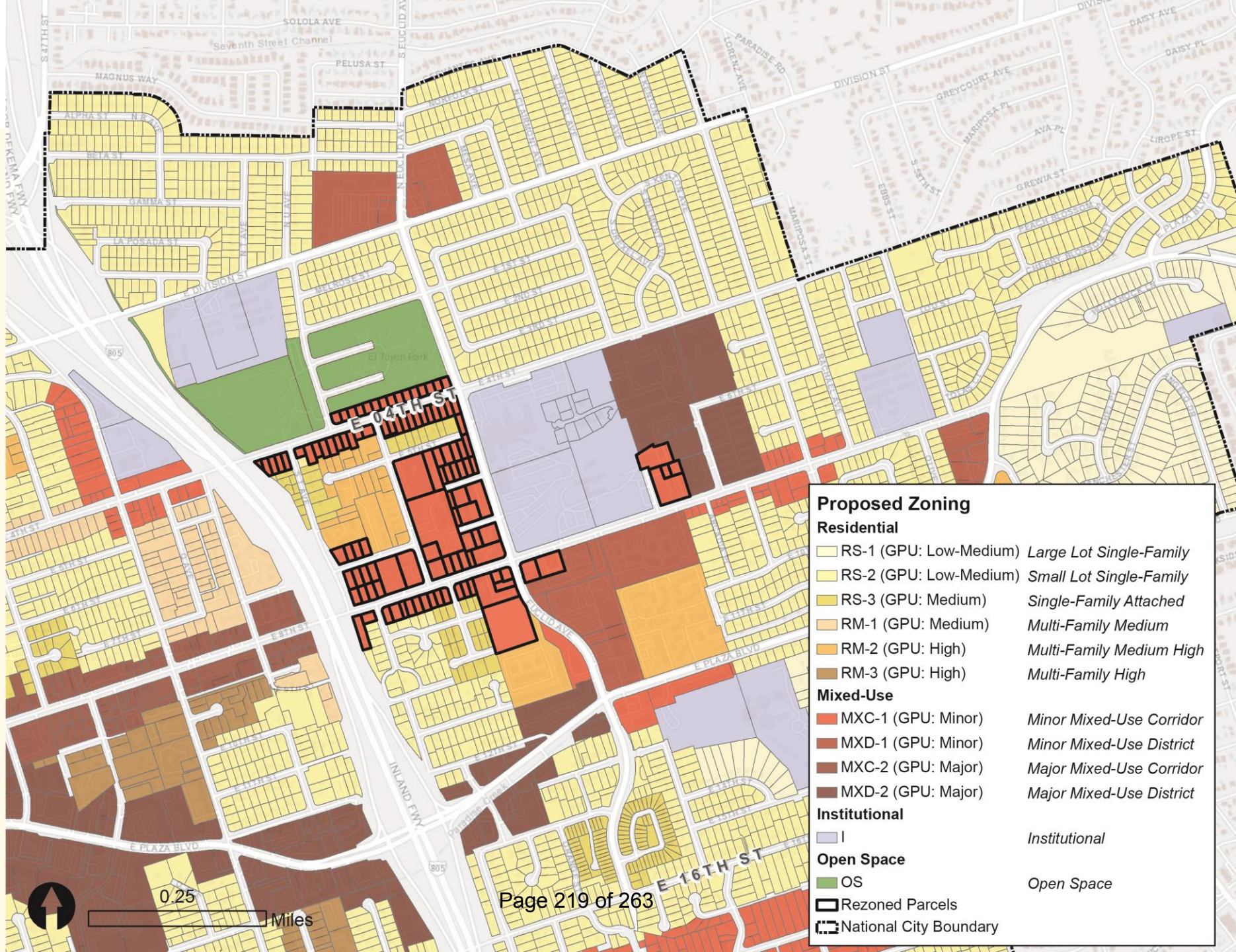
0.35 Miles

Hospital Area

Rezone to:
 Minor Mixed-Use Corridor (MXC-1)

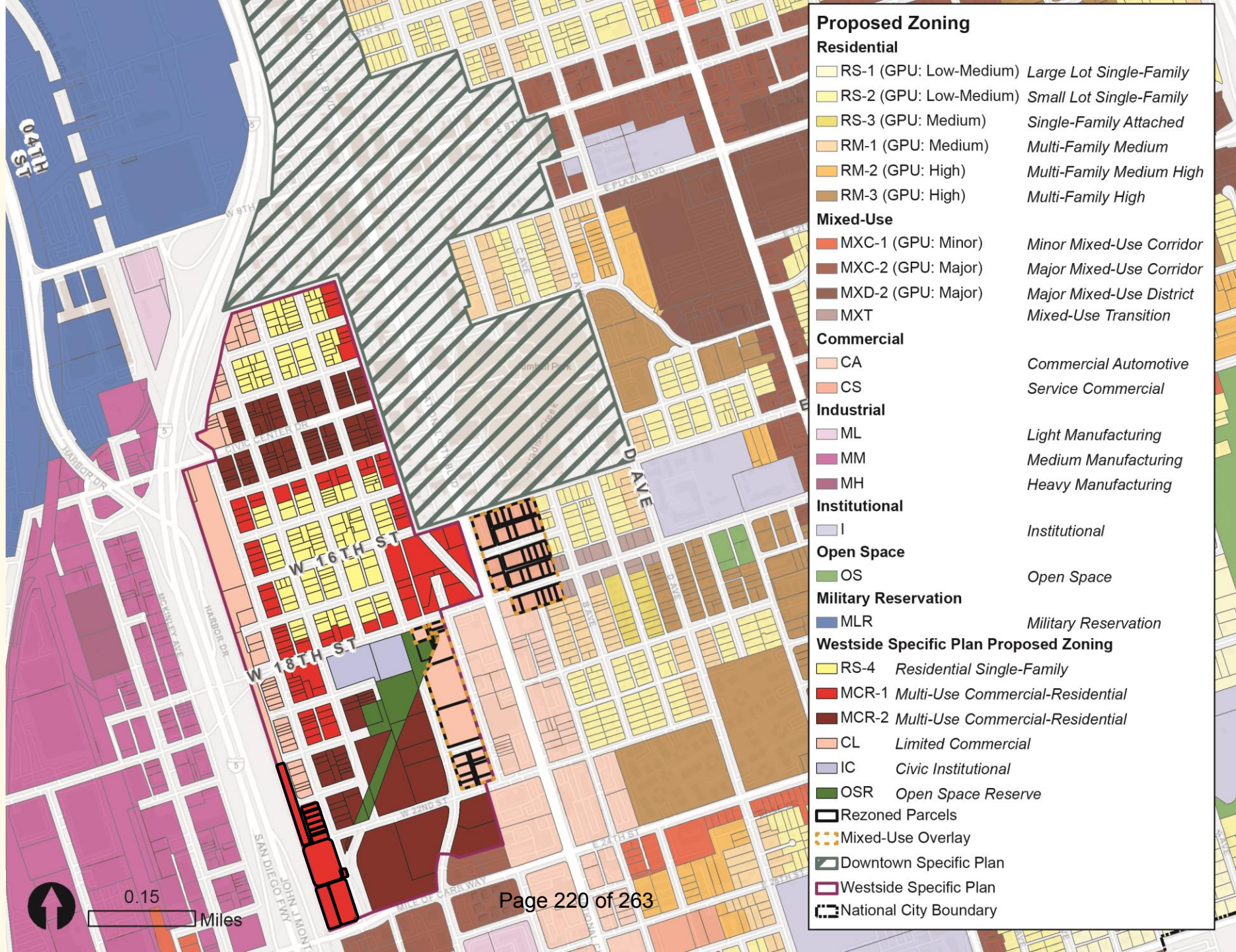
Density:
 48 DU/AC

Height:
 3 Stories/50ft



Proposed Zoning	
Residential	
RS-1 (GPU: Low-Medium)	Large Lot Single-Family
RS-2 (GPU: Low-Medium)	Small Lot Single-Family
RS-3 (GPU: Medium)	Single-Family Attached
RM-1 (GPU: Medium)	Multi-Family Medium
RM-2 (GPU: High)	Multi-Family Medium High
RM-3 (GPU: High)	Multi-Family High
Mixed-Use	
MXC-1 (GPU: Minor)	Minor Mixed-Use Corridor
MXD-1 (GPU: Minor)	Minor Mixed-Use District
MXC-2 (GPU: Major)	Major Mixed-Use Corridor
MXD-2 (GPU: Major)	Major Mixed-Use District
Institutional	
I	Institutional
Open Space	
OS	Open Space
[Red outline]	Rezoned Parcels
[Dashed line]	National City Boundary





16th Street

Addition of:
 Mixed-Use Overlay

Density:
 24 DU/AC

Height:
 5 Stories/65ft

24th Street Transit Area

Rezone to:
 MCR-1

Density:
 24-60 DU/AC

Height:
 3 Stories/50ft

Proposed Zoning

Residential

- RS-1 (GPU: Low-Medium) *Large Lot Single-Family*
- RS-2 (GPU: Low-Medium) *Small Lot Single-Family*
- RS-3 (GPU: Medium) *Single-Family Attached*
- RM-1 (GPU: Medium) *Multi-Family Medium*
- RM-2 (GPU: High) *Multi-Family Medium High*
- RM-3 (GPU: High) *Multi-Family High*

Mixed-Use

- MXC-1 (GPU: Minor) *Minor Mixed-Use Corridor*
- MXC-2 (GPU: Major) *Major Mixed-Use Corridor*
- MXD-2 (GPU: Major) *Major Mixed-Use District*
- MXT *Mixed-Use Transition*

Commercial

- CA *Commercial Automotive*
- CS *Service Commercial*

Industrial

- ML *Light Manufacturing*
- MM *Medium Manufacturing*
- MH *Heavy Manufacturing*

Institutional

- I *Institutional*

Open Space

- OS *Open Space*

Military Reservation

- MLR *Military Reservation*

Westside Specific Plan Proposed Zoning

- RS-4 *Residential Single-Family*
- MCR-1 *Multi-Use Commercial-Residential*
- MCR-2 *Multi-Use Commercial-Residential*
- CL *Limited Commercial*
- IC *Civic Institutional*
- OSR *Open Space Reserve*

Other Symbols

- Rezoned Parcels
- Mixed-Use Overlay
- Downtown Specific Plan
- Westside Specific Plan
- National City Boundary

Staff Recommendation



Introduce the Ordinance by First Reading, Entitled, “An Ordinance of the City Council of the City of National City, California, Adopting an Amendment to the City of National City Zoning Map to Implement the Focused General Plan Update.”

TOGETHER WE

PLAN

NATIONAL CITY

Thank You



AGENDA REPORT

Department: Planning
Prepared by: Martin Reeder, AICP – Asst. Director of Community Development
Meeting Date: Tuesday, May 7, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Summary Vacation of an Unused and Undeveloped Section of Paradise Avenue East of Plaza Blvd.

RECOMMENDATION:

Initiate the Street Vacation.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The Engineering and Public Works Department is requesting to vacate a portion of undeveloped City right-of-way located on the north side of Paradise Valley Road (see attached Exhibit A). The area is considered a “paper street” and is adjacent to an undeveloped residential property (“Property”) to the south, and three residential properties to the north. This southern property is zoned RS-1 (Large Lot Residential) and is privately owned. On the south side of said property, adjacent to Paradise Valley Road, is a City drainage channel that is part of a CIP (Capital Improvement Program) enhancement project. The California Streets and Highways Code (CSHC) section 8330 provides that the City Council may summarily vacate a street or highway that has been superseded by relocation, provided no private property access is cut off or public service easement terminated. In addition, pursuant to CSHC section 8331, the street must not have been passable for the last five years and no public money can have been expended on maintenance of the right-of-way. The proposed closure does not cut off private property access and for the last five years the street has not been passable and no public money has been expended on maintenance; therefore, the City Council may order the summary vacation of the right-of-way.

The reason for the request is that the City has a right-of-way constraint along the north side of the channel along Paradise Valley Road, since the City easement over the channel runs along the bottom of the creek and does not include the northern bank of the creek (see attached Exhibit B). The City has a current Paradise Creek Water Quality and Community Enhancement phase 2 project (“Project”) that is proposing to make the creek wider, which will encroach on to the adjacent private property. Vacating the unused portion of right-of-way (Paradise Avenue) will allow the City to request an equivalent easement area on the north side of the creek, allowing the City to widen the creek and create an access road necessary for Public Works crews to maintain the channel.

The right-of-way proposed to be vacated is 60 feet wide. If vacated, half of the right-of-way (30 feet) will go to the properties on each side.

As stated above, the area is currently undeveloped. The Property is generally used as storage area for contractors engaged in local infrastructure projects. The Property has been kept clean and free of weeds. The right-of-way to be vacated is approximately 19,800 square feet in size. A steep dirt hill occupies approximately 25% of the property to be vacated.

Pursuant to the City's procedures, the summary vacation process starts with direction from the City Council, which staff is asking for this evening. If this direction is given, the Planning Commission would subsequently hold a hearing to consider the conformity of the proposed vacation with the General Plan. It would then come back to the City Council for adoption of a resolution to summarily vacate the street.

Options

1. Initiate the Street Vacation request; or
2. File the report (deny).

FINANCIAL STATEMENT:

There is an estimated cost of \$1,000 to create the metes and bounds and the easement map that will be paid for from the Integrated Regional Water Management (IRWM) Grant that is funding the improvements to the drainage channel.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Health, Environment, and Sustainability

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review. CCR 15378; 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:

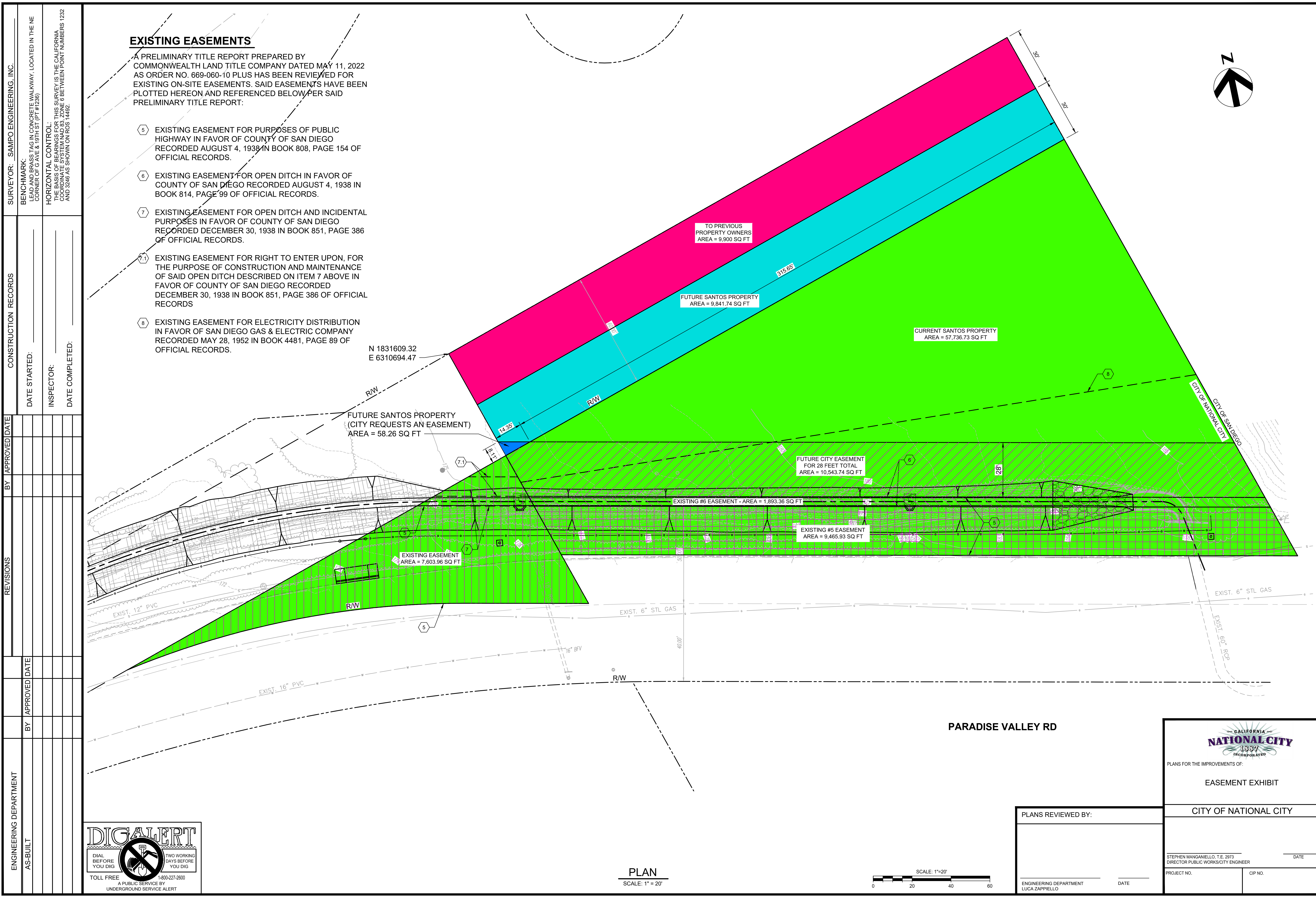
- Exhibit A – Location Map
- Exhibit B – Proposed Easement and Street Vacation
- Exhibit C – Site Photos



Location Map 1 – showing in red the proposed portion of the City property to be vacated



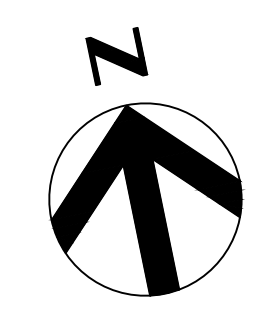
Location Map 2 – showing in red the proposed portion of the City property to be vacated



EXISTING EASEMENTS

A PRELIMINARY TITLE REPORT PREPARED BY COMMONWEALTH LAND TITLE COMPANY DATED MAY 11, 2022 AS ORDER NO. 669-060-10 PLUS HAS BEEN REVIEWED FOR EXISTING ON-SITE EASEMENTS. SAID EASEMENTS HAVE BEEN PLOTTED HEREON AND REFERENCED BELOW PER SAID PRELIMINARY TITLE REPORT:

- 5 EXISTING EASEMENT FOR PURPOSES OF PUBLIC HIGHWAY IN FAVOR OF COUNTY OF SAN DIEGO RECORDED AUGUST 4, 1938 IN BOOK 808, PAGE 154 OF OFFICIAL RECORDS.
- 6 EXISTING EASEMENT FOR OPEN DITCH IN FAVOR OF COUNTY OF SAN DIEGO RECORDED AUGUST 4, 1938 IN BOOK 814, PAGE 99 OF OFFICIAL RECORDS.
- 7 EXISTING EASEMENT FOR OPEN DITCH AND INCIDENTAL PURPOSES IN FAVOR OF COUNTY OF SAN DIEGO RECORDED DECEMBER 30, 1938 IN BOOK 851, PAGE 386 OF OFFICIAL RECORDS.
- 7.1 EXISTING EASEMENT FOR RIGHT TO ENTER UPON, FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF SAID OPEN DITCH DESCRIBED ON ITEM 7 ABOVE IN FAVOR OF COUNTY OF SAN DIEGO RECORDED DECEMBER 30, 1938 IN BOOK 851, PAGE 386 OF OFFICIAL RECORDS
- 8 EXISTING EASEMENT FOR ELECTRICITY DISTRIBUTION IN FAVOR OF SAN DIEGO GAS & ELECTRIC COMPANY RECORDED MAY 28, 1952 IN BOOK 4481, PAGE 89 OF OFFICIAL RECORDS.

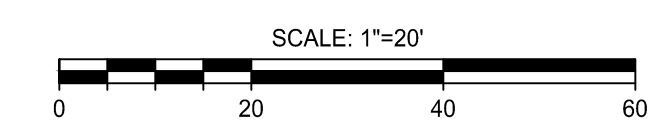


SURVEYOR: SAMPO ENGINEERING, INC. BENCHMARK: LEAD AND BRASS TAG IN CONCRETE WALKWAY, LOCATED IN THE NE CORNER OF G AVE & 18TH ST. (PT #1236) HORIZONTAL CONTROL: THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA AND 3248 AS SHOWN ON RCS 14482.	CONSTRUCTION RECORDS	BY	APPROVED DATE
	DATE STARTED:	INSPECTOR:	DATE COMPLETED:
REVISIONS	BY	APPROVED DATE	
ENGINEERING DEPARTMENT	AS-BUILT		

EASEMENT EXHIBIT PARADISE CREEK WATER QUALITY AND COMMUNITY ENHANCEMENT - PHASE II



PLAN
SCALE: 1" = 20'



PLANS REVIEWED BY:	DATE
ENGINEERING DEPARTMENT LUCA ZAPPIELLO	

PLANS FOR THE IMPROVEMENTS OF:

EASEMENT EXHIBIT

CITY OF NATIONAL CITY

STEPHEN MANGIANELLO, T.E. 2873 DIRECTOR PUBLIC WORKS/CITY ENGINEER	DATE
PROJECT NO.	CIP NO.



Photo 1 – looking on towards the northeast corner of the property



Photo 2 – looking on towards the northeast corner of the property



Photo 4 – looking on towards the northwest corner of the property



Photo 3 – looking on towards the northwest corner of the property



AGENDA REPORT

Department: Engineering & Public Works
Prepared by: Stephen Manganiello, Director of Engineering & Public Works
Meeting Date: Tuesday, May 7, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Update on El Toyon Park Improvements Bid Process (CIP No. 22-26)

RECOMMENDATION:

Provide direction to staff on whether to readvertise the project as a PLA covered contract or non-PLA contract.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable

EXPLANATION:

On November 7, 2023, the City Council of the City of National City entered into a Project Labor Agreement (PLA) with the San Diego County Building and Construction Trades Council and Associated Signatory Craft Unions. The PLA, which went into effect on December 14, 2023, applies to public projects with a construction value of at least \$1,000,000.

The City's first capital project subject to PLA requirements was El Toyon Park Improvements (CIP No. 22-26). The general scope of work is to construct minor landscape grading, pathways, pavements, pedestrian safety, utility, shade structures, splash pad play area, adult fitness area, fencing, landscape drainage, park lighting, communications, irrigation, planting, and park maintenance. Specific improvements will include site demolition, construction of curb ramps, cast-in-place concrete structures, walls and footings, porous concrete paving, aggregate base, grading, drainage improvements, signage, pavement markings, splash pad play features and filtration system, fitness equipment structures, wood and metal fencing and gates, park lighting, security, landscaping, and irrigation systems. Ancillary work will include mobilization, traffic control during construction, utility coordination, water pollution control, and construction surveying.

The initial project was ready to be advertised for public bidding in November 2023. Upon direction from City Council, staff delayed advertisement to update the project specifications and bid documents for compliance with the PLA. Staff posted the bid solicitation on PlanetBids on February 1, 2024, and subsequently advertised the project in the San Diego Union Tribune on February 5, 2024, February 7, 2024, and February 21, 2024. Staff set the bid due date as March 21, 2024, to allow ample time for contractors to review the bid documents and PLA.

Staff held two pre-bid meetings to provide contractors opportunities to ask questions. A total of ten contractors attended the first pre-bid meeting held on February 8, 2024, while one contractor attended the second pre-bid meeting held on February 22, 2024.

Staff also sent letters to the 14 craft unions that are signatories to the PLA in February 2024, encouraging them to reach out to qualified contractors in an effort to garner interest in the project and increase opportunities for competitive bidding. Please note that, as of the drafting of this staff report, of the 26 craft unions listed in the PLA only 14 have actually signed the PLA, as reflected in the National City PLA on file with the Office of the City Clerk.

Ultimately, a total of 16 contractors registered on PlanetBids to review the notice inviting bids, project plans and specifications. On March 21, 2024, only one bid was received in the amount of \$7,785,997.87, which was more than double the Engineer's Estimate of \$3,665,000 for project construction. The sole contractor who submitted the bid was De La Fuente Construction, Inc. After examination of the bid and contract requirements, the bid was determined to be nonresponsive. Staff contacted the remaining 15 contractors who registered on PlanetBids to gain a better understanding as to why they did not submit bids. Staff received responses from eight of the 15 contractors. Five of the eight contractors cited PLA requirements as the primary reason they did not bid the job. The other three contractors indicated they were either too busy, did not have capacity to take on the project, and/or were not interested after reviewing the scope of work.

Per Section 3.2 Exclusions of the PLA, the City reserves the right to reject all bids and readvertise the project not as a Covered Project or Covered Contract and not subject to this PLA for the following reasons:

- (h) there were less than three qualified bidders; and
- (l) the lowest apparent responsive and responsible bid is 10% or greater than the Engineer's estimate.

At the City Council Meeting held on April 16, 2024, the City Engineer presented an update on the bid results and indicated the project will be readvertised as a non-PLA contract by the end of April 2024.

Subsequent to the April 16, 2024 City Council meeting, the City has been contacted by at least one non-signatory craft union requesting that the project be readvertised as a covered project under the PLA, indicating they were not aware the project had previously gone out to bid in February 2024.

The project is funded by a State of California Proposition 68 grant. Staff confirmed that the City has been granted a 3 year extension for project completion, which changes the deadline from June 2025 to June 2028.

Given these circumstances, and since this was the first project bid by the City of National City as a PLA-covered contract, staff is now seeking City Council direction as to whether to readvertise the project as a PLA covered contract or non-PLA contract. Staff has prepared two versions of the contract documents and will be ready to readvertise, regardless of which option is selected, by May 15, 2024.

FINANCIAL STATEMENT:

Not Applicable

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Parks, Recreation and Library

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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:

None



AGENDA REPORT

Department: City Attorney's Office
Prepared by: Barry J. Schultz, City Attorney
Meeting Date: Tuesday, May 7, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Discussion and Possible Adoption of Revised Proposed City Councilmember Budget Policy.

RECOMMENDATION:

Review Revised Policy, Make Modifications, and Potential Adoption of Revised Proposed Policy.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

City Council established Council Budgets during the Fiscal Year 2023-2024 Budget process.

EXPLANATION:

The City Council of National City, during the Adoption of the Fiscal Year 2023-2024 City Budget, included a \$100,000 appropriation for each Councilmember's budget. The Council has requested that City staff provide the City Council with a draft Council Policy governing the use of the funds and a procedure for expenditure of the funds. During the April 2, 2024, Council Meeting, an ad hoc committee was established consisting of Mayor Ron Morrison and Vice-Mayor Ditas Yamane to make recommendations on modifications to the proposed policy.

Attached as Exhibit "A" is a redline version of the initial draft Council Policy Exhibit "B".

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.CCR1537 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 - Redline Version of City Councilmember Office Budget Policy
Exhibit B - Clean Version of modified City Councilmember Office Budget Policy

Mayor/City Councilmember Office Budget Policy

Purpose

The City Council of National City, during the Aadoption of the Ffiscal Yyear 2023-2024 Ccity Budget, included a \$100,000 appropriation for each Councilmember's budget. The purpose of this policy is to establish uniform guidelines and procedures for the expenditure of the funds to ensure that the funds are expended in the best interests of the City and are consistent with the objectives of the City's Sstrategic Plan and City Council priorities.

Policy

- A. Each Councilmember must submit an Aannual Appropriation Rrequest for review by the Department of Finance and the City Manager as part of the City's Annual Budget Aadoption Process.

Budget categories are as follows:

- *Personnel Services*
 - Part time positions
 - Full time positions
 - Professional Services (consultants)
- *Governmental Purposes: ~~These are expenditures that are reasonably related to the promotion of the public health, morals, safety or general welfare of the community.~~ These expenditures must be consistent with the City's Aadopted Sstrategic Plan and City Council priorities and spent within the District of the councilmember. (See attached Strategic Plan 2020 -2025).*
- *Training, Travel and Subsistence: These expenditures are for conferences or training registration fees, travel costs associated with getting to the training/conference, and lodging and meals during the training/conference. The training/conference must have be directly related to City business and have a direct benefit to the City and, -therefore, will be considered City business. When a councilmember attends a conference/training at the expense of the City he/she must report out on the conference/training in accordance with AB 1234. Attachment 2 to this policy is the list of approved conferences and trainings. Conferences/trainings not listed will require City*

Council approval. All requests for reimbursement for travel and conference/training expenses must be consistent with City Council Policy #109 and must be pre-approved by the Purchasing Review Committee.

- *Materials and Supplies:* These expenditures are for general office supplies, supplies for events or outreach. Purchase of materials and supplies must be consistent with the City's Ppurchasing Ppolicy.

B. Professional Services: Councilmembers may require, in addition to administrative support, services of a recurring nature or for a specific one-time project which cannot be routinely provided by City staff, either because of the expertise required or the ongoing workload. Consultants may be employed where City staff is unable to accommodate this need.

It is the policy of the Council that the selection of consultants by Mayor and/or Councilmembers shall be made from as broad a base of applicants as possible and the choice be based on demonstrated capabilities or specific expertise. The Council encourages the engagement of local consultants w\W here possible. The type and scope of the required service or product must be clearly defined by the Mayor/Councilmember so the City Manager can determine whether it can be most efficiently provided by City staff or by a consultant, and where a consultant will be chosen, whether licensed or non-licensed services are necessary.

A minimum of three qualified consultants should be considered for selection except in those cases where unique expertise is required and can be provided only by a limited number of available consultants.

All consultant contracts must be reviewed by the City Attorney's Oeoffice for compliance with AB 5 and shall be on a City Attorney approved contract form. All consulting contracts which exceed \$50,000 shall be reviewed and approved by the City Council. At a minimum the following information shall be provided to the Council for review:

* Tthe length of time the consultant has been in the business required by the scope of work.

* Proof of expertise and demonstrated success in the field of expertise required by the scope of work.

* Disclosure of economic interests and relationships between the Mayor/councilmember and the consultant.

B. For contracts below \$50,000, the City Manager has the discretion as to whether City Council approval is required.

C. *Part Time and Full Time Personnel:* Part time and full time personnel shall be recruited and hired in accordance with the City's personnel hiring policies and practices.

D. *Restrictions on the Use of Public Resources:* All expenditures are subject to the restrictions on the use of public funds including but not limited to:

- a. Gift of public funds prohibited.
- b. Use of public funds or resources for political purposes is prohibited.
- c. Political activities during the workday are prohibited.
- d. Public resources cannot be used for political campaign activities.

E. *Social Media:* To the extent, public resources (i.e. funds or staff) are used for social media; the City's Ssocial Mmedia Ppolicy is applicable. The Ssocial Mmedia Ppolicy is Policy 1.13 and is located in the City Administrative Manual.

F. Reimbursement Procedure: Prior to the expenditure, all reimbursement requests must be submitted to the Mayor (acting as the Department Head) for approval. The request shall show the details of the proposed expenditure with supporting documents. The Mayor shall review the request for compliance with this policy and any other applicable policy and affix his/her signature to signify approval and submit the request to the City Manager for final approval. Should the Mayor not approve a reimbursement request he/she shall notify the City Council within 24 hours of the denial and provide the basis for the denial. In the event the Mayor and City Manager disagree as to the approval/denial of the specific request, the request shall be submitted to the City Council for consideration.

F.G. District Budget Carryover: Council District funds shall be expended during the fiscal year approved. Unexpended funds shall not carry over into the next fiscal year.

Strategic Focus Area # 1 – Balanced Budget and Economic Development

- a) Maximize economic development strategies.
- b) Partner with other public agencies and non-profits, to increase revenue and augment services.
- c) Manage pension and other employee expenses.
- d) Optimize City assets and lease property, when appropriate.

Strategic Focus Area # 2 – Communication and Outreach

- a) Prepare effective budget, close deficit, accurately forecast funding sources, manage investments wisely, provide consistent financial reports, maintain clean audits, resolve findings/deficiencies in a timely manner, and update finance and budget policies.
- b) Connect the community with timely and transparent information.
- c) Increase meaningful outreach through quality engagement.
- d) Improve emergency preparedness and public noticing.
- e) Promote educational and economic opportunities.

Strategic Focus Area # 3 – Health, Environment, and Sustainability

- a) Update and implement the Climate Action Plan.
- b) Support a healthy community through active living and healthy eating.
- c) Create health and education hubs around major transit stops.
- d) Support an age-friendly community.

Strategic Focus Area # 4 – Housing and Community Development

- a) Pursue new housing options at all income levels.
- b) Ensure preservation of existing affordable housing stock.
- c) Streamline permitting and improve code compliance.
- d) Enhance role in reducing homelessness.

Strategic Focus Area # 5 – Parks, Recreation, and Library

- a) Improve outreach and increase participation.
- b) Organize community events and support other gatherings.
- c) Seek reliable funding and synergize with South Bay partners.
- d) Develop volunteer program and community services plan.



Strategic Focus Area # 6 – Public Safety

- a) Reduce overall crime and illegal activity.
- b) Improve operational readiness and community resilience.
- c) Enhance recruitment and retention and promote public safety pipeline.
- d) Expand community engagement and increase visibility.

Strategic Focus Area # 7 – Transportation Choices and Infrastructure

- a) Expand mobility choices by improving access to transit, biking, walking, rolling, and parking management.
- b) Improve traffic safety through traffic calming and safe routes.
- c) Update capital needs assessment and funding strategies.
- d) Maintain infrastructure and establish measurable targets.

PRE-APPROVED CONFERENCES

- California League of Cities sponsored conferences/trainings.
- National League of Cities sponsored conference/trainings.
- International City/County Management Association (ICMA) sponsored conferences/trainings.
- APA (American Planning Association) sponsored conferences/trainings.
- SDAPA (San Diego American Planning Association) sponsored conferences/trainings.
- California Fair Political Practices Commission sponsored conferences/trainings.
- Conferences/trainings approved during the budget adoption process.

Mayor/City Councilmember Office Budget Policy

Purpose

The City Council of National City, during the Adoption of the Fiscal Year 2023-2024 City Budget, included a \$100,000 appropriation for each Councilmember's budget. The purpose of this policy is to establish uniform guidelines and procedures for the expenditure of the funds to ensure that the funds are expended in the best interests of the City and are consistent with the objectives of the City's Strategic plan and City Council priorities.

Policy

- A. Each Councilmember must submit an Annual Appropriation Request for review by the Department of Finance and the City Manager as part of the City's Annual Budget Adoption Process.

Budget categories are as follows:

- *Personnel Services*
 - Part time positions
 - Full time positions
 - Professional Services (consultants)
- *Governmental Purposes:* These expenditures must be consistent with the City's Adopted Strategic Plan and City Council priorities and spent within the District of the councilmember. (See attached Strategic Plan 2020 -2025).
- *Training, Travel and Subsistence:* These expenditures are for conferences or training registration fees, travel costs associated with getting to the training/conference, and lodging and meals during the training/conference. The training/conference must be directly related to City business and have a direct benefit to the City and, therefore, will be considered City business. When a councilmember attends a conference/training at the expense of the City he/she must report out on the conference/training in accordance with AB 1234. Attachment 2 to this policy is the list of approved conferences and trainings. Conferences/trainings not listed will require City Council approval. All requests for reimbursement for travel and conference/training expenses

must be consistent with City Council Policy #109 and must be pre-approved by the Purchasing Review Committee.

- *Materials and Supplies:* These expenditures are for general office supplies, supplies for events or outreach. Purchase of materials and supplies must be consistent with the City's Purchasing Policy.
- B. *Professional Services:* Councilmembers may require, in addition to administrative support, services of a recurring nature or for a specific one-time project which cannot be routinely provided by City staff, either because of the expertise required or the ongoing workload. Consultants may be employed where City staff is unable to accommodate this need.

It is the policy of the Council that the selection of consultants by Mayor and/or Councilmembers shall be made from as broad a base of applicants as possible and the choice be based on demonstrated capabilities or specific expertise. The Council encourages the engagement of local consultants where possible. The type and scope of the required service or product must be clearly defined by the Mayor/Councilmember so the City Manager can determine whether it can be most efficiently provided by City staff or by a consultant, and where a consultant will be chosen, whether licensed or non-licensed services are necessary.

A minimum of three qualified consultants should be considered for selection except in those cases where unique expertise is required and can be provided only by a limited number of available consultants.

All consultant contracts must be reviewed by the City Attorney's office for compliance with AB 5 and shall be on a City Attorney approved contract form. All consulting contracts which exceed \$50,000 shall be reviewed and approved by the City Council. At a minimum the following information shall be provided to the Council for review:

* The length of time the consultant has been in the business required by the scope of work.

* Proof of expertise and demonstrated success in the field of expertise required by the scope of work.

* Disclosure of economic interests and relationships between the Mayor/councilmember and the consultant.

For contracts below \$50,000, the City Manager has the discretion as to whether City Council approval is required.

- C. *Part Time and Full Time Personnel:* Part time and full time personnel shall be recruited and hired in accordance with the City's personnel hiring policies and practices.
- D. *Restrictions on the Use of Public Resources:* All expenditures are subject to the restrictions on the use of public funds including but not limited to:
 - a. Gift of public funds prohibited.
 - b. Use of public funds or resources for political purposes is prohibited.
 - c. Political activities during the workday are prohibited.
 - d. Public resources cannot be used for political campaign activities.
- E. *Social Media:* To the extent, public resources (i.e. funds or staff) are used for social media; the City's Social Media Policy is applicable. The Social Media Policy is Policy 1.13 and is located in the City Administrative Manual.
- F. *Reimbursement Procedure:* Prior to the expenditure, all reimbursement requests must be submitted to the Mayor (acting as the Department Head) for approval. The request shall show the details of the proposed expenditure with supporting documents. The Mayor shall review the request for compliance with this policy and any other applicable policy and affix his/her signature to signify approval and submit the request to the City Manager for final approval. Should the Mayor not approve a reimbursement request he/she shall notify the City Council within 24 hours of the denial and provide the basis for the denial. In the event the Mayor and City Manager disagree as to the approval/denial of the specific request, the request shall be submitted to the City Council for consideration.
- G. *District Budget Carryover:* Council District funds shall be expended during the fiscal year approved. Unexpended funds shall not carry over into the next fiscal year.



STRATEGIC PLAN 2020-2025

Strategic Focus Area # 1 – Balanced Budget and Economic Development

- a) Maximize economic development strategies.
- b) Partner with other public agencies and non-profits, to increase revenue and augment services.
- c) Manage pension and other employee expenses.
- d) Optimize City assets and lease property, when appropriate.

Strategic Focus Area # 2 – Communication and Outreach

- a) Prepare effective budget, close deficit, accurately forecast funding sources, manage investments wisely, provide consistent financial reports, maintain clean audits, resolve findings/deficiencies in a timely manner, and update finance and budget policies.
- b) Connect the community with timely and transparent information.
- c) Increase meaningful outreach through quality engagement.
- d) Improve emergency preparedness and public noticing.
- e) Promote educational and economic opportunities.

Strategic Focus Area # 3 – Health, Environment, and Sustainability

- a) Update and implement the Climate Action Plan.
- b) Support a healthy community through active living and healthy eating.
- c) Create health and education hubs around major transit stops.
- d) Support an age-friendly community.

Strategic Focus Area # 4 – Housing and Community Development

- a) Pursue new housing options at all income levels.
- b) Ensure preservation of existing affordable housing stock.
- c) Streamline permitting and improve code compliance.
- d) Enhance role in reducing homelessness.

Strategic Focus Area # 5 – Parks, Recreation, and Library

- a) Improve outreach and increase participation.
- b) Organize community events and support other gatherings.
- c) Seek reliable funding and synergize with South Bay partners.
- d) Develop volunteer program and community services plan.



STRATEGIC PLAN 2020-2025

Strategic Focus Area # 6 – Public Safety

- a) Reduce overall crime and illegal activity.
- b) Improve operational readiness and community resilience.
- c) Enhance recruitment and retention and promote public safety pipeline.
- d) Expand community engagement and increase visibility.

Strategic Focus Area # 7 – Transportation Choices and Infrastructure

- a) Expand mobility choices by improving access to transit, biking, walking, rolling, and parking management.
- b) Improve traffic safety through traffic calming and safe routes.
- c) Update capital needs assessment and funding strategies.
- d) Maintain infrastructure and establish measurable targets.

PRE-APPROVED CONFERENCES

- California League of Cities sponsored conferences/trainings.
- National League of Cities sponsored conference/trainings.
- International City/County Management Association (ICMA) sponsored conferences/trainings.
- APA (American Planning Association) sponsored conferences/trainings.
- SDAPA (San Diego American Planning Association) sponsored conferences/trainings.
- California Fair Political Practices Commission sponsored conferences/trainings.
- Conferences/trainings approved during the budget adoption process.



AGENDA REPORT

Department: City Manager's Office
Prepared by: Benjamin A. Martinez, City Manager
Meeting Date: Tuesday, May 7, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Discussion and Consideration of the Status of Port Commissioner Sandy Naranjo Pursuant to City Council Policy 107.

RECOMMENDATION:

Not Applicable. This appointee is approved by the City Council.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Commissioner Naranjo was appointed to the Port Commission in December of 2020 .

EXPLANATION:

Port Commissioner Sandy Naranjo was appointed by the City Council to the Port Commission on December 1, 2020. Her term expires on December 2, 2024. City Council Policy 107, Section D(14) provides that:

- Removal: Any Commissioner sitting on a Board, Committee, or Commission may be removed from office at any time by a simple majority vote of the City Council at a regularly scheduled Council meeting with or without cause. Should the Council vote to remove the Commissioner, City staff should be directed to post a special vacancy notice in accordance with section C(1) of Policy 107.

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:

Not Applicable



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, May 7, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Notice of and Calling for the Holding of a General Municipal Election, and Request for Consolidation with the Statewide General Municipal Election

RECOMMENDATION:

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Providing Notice of and Calling for the Holding of a General Municipal Election for the Purpose of the Election of Certain Elected Officials and for the Submission to the Voters a Question Relating to a Citizen Initiative Regarding a Special Parcel Tax for Streets and Parks, and Requesting the San Diego County Board of Supervisors to Consolidate the Municipal Election with the Statewide General Municipal Election on Tuesday, November 5, 2024, as Required by the Provisions of the Laws of the State of California Relating to General Law Cities."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Section 10403 of the California Elections Code authorizes the City to place an election ballot on the same ballot as that provided for a Statewide Election, and to consolidate a General Municipal Election with a Statewide General Municipal Election, upon the filing with the County Board of Supervisors of a resolution of the City Council requesting the consolidation. The proposed resolution would satisfy the requirements of section 10403.

The City of National City would place on the ballot two (2) district City Council seats and one (1) citizen initiative qualified ballot measure, entitled "National City Special Parcel Tax for Streets and Parks," to appear on the ballot as follows:

SHALL THE MEASURE ADDING A SPECIAL PARCEL TAX IN THE CITY OF NATIONAL CITY TO BE USED FOR STREET AND PARK PURPOSES, WITH RATES BASED ON THE CHARACTER OF THE PROPERTY AND EXEMPTING CERTAIN TYPES OF PROPERTIES, TO BE COLLECTED BEGINNING IN 2023, AND CONTINUING UNTIL REPEALED BY THE VOTERS, WITH AN OVERSIGHT COMMITTEE, GENERATING AN ESTIMATED \$1.7 MILLION DOLLARS ANNUALLY, BE ADOPTED?	YES
	NO

Pursuant to California Elections Code section 9282(a) “For measures placed on the ballot by petition, the persons filing an initiative petition pursuant to this article may file a written argument in favor of the ordinance, and the legislative body may submit an argument against the ordinance.” Primary arguments for and against the ballot measure shall not exceed 300 words. In addition, pursuant to California Elections Code section 9285 rebuttal arguments, not exceeding 250 words, may be submitted to the City Clerk, where authorized by the legislative body. The resolution would also authorize the submittal of arguments in opposition to the measure and any related rebuttals.

The Registrar of Voters has estimated the cost to consolidate the election for the purpose of the Election of Certain Officials in the November 2024 Election to be \$15,000 - \$25,000 for two (2) district City Councilmember seats, and \$55,000 - \$75,000 per city measure. Staff recommends that the City Council approve an appropriation of up to \$200,000 from the General Fund as part of the fiscal year 2024-25 budget to cover the Registrar of Voters costs, required legal publications, and translations, and supplies for the election process.

FINANCIAL STATEMENT:

Staff will provide the final cost of the election once the County Registrar has submitted their invoice, which generally occurs within 4-5 months following the election. Staff will return to the City Council if costs exceed the appropriation of up to \$200,000.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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 - Resolution

RESOLUTION NO. 2024 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, PROVIDING NOTICE OF AND CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION FOR THE PURPOSE OF THE ELECTION OF CERTAIN ELECTED OFFICIALS AND FOR THE SUBMISSION TO THE VOTERS A QUESTION RELATING TO A CITIZEN INITIATIVE REGARDING A SPECIAL PARCEL TAX FOR STREETS AND PARKS, AND REQUESTING THE SAN DIEGO COUNTY BOARD OF SUPERVISORS TO CONSOLIDATE THE MUNICIPAL ELECTION WITH THE STATEWIDE GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 5, 2024, AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on Tuesday, November 5, 2024, for the purpose of the election of one (1) member of the City Council to represent District 2 for a full-term of four (4) years, one (1) member of the City Council to represent District 4 for a full-term of four (4) years, and the submission to the voters a citizen initiative qualified ballot measure relating to a Special Parcel Tax for Streets and Parks; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Municipal Election to be held on the same date, that within the City the precincts, polling places, and election officers for the two elections be the same, and that the Registrar of Voters of the County of San Diego canvass the returns of the General Municipal Election, and that the election be held in all respects as if there were only one election.

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

Section 1. That pursuant to the requirements of section 10403 of the Elections Code, the Board of Supervisors of the County of San Diego is hereby requested to consent to agree to the consolidation of a General Municipal Election with the Statewide General Municipal Election on Tuesday, November 5, 2024, for the purpose of the election of one (1) member of the City Council to represent District 2 for a full-term of four (4) years, one (1) member of the City Council to represent District 4 for a full-term of four (4) years, and the submission to the voters a question related to the citizen initiative qualified measure on a Special Parcel Tax for Streets and Parks.

Section 2. That the City Council, pursuant to its right and authority, does order submitted to the voters at the General Municipal Election the following question related to the citizen initiative qualified Ballot Measure to appear on the ballot as follows:

SHALL THE MEASURE ADDING A SPECIAL PARCEL TAX IN THE CITY OF NATIONAL CITY TO BE USED FOR STREET AND PARK PURPOSES, WITH RATES BASED ON THE CHARACTER OF THE PROPERTY AND EXEMPTING CERTAIN TYPES OF PROPERTIES, TO BE COLLECTED BEGINNING IN 2023, AND CONTINUING UNTIL REPEALED BY THE VOTERS, WITH AN OVERSIGHT COMMITTEE, GENERATING AN ESTIMATED \$1.7 MILLION DOLLARS ANNUALLY, BE ADOPTED?	YES
	NO

Section 3. That the ballots to be used at the election shall be in the form and content as required by law.

Section 4. That pursuant to Elections Code sections 9282(a) and 9285(b), the City Council authorizes arguments in opposition of the measure and any related rebuttals.

Section 5. That the Registrar of Voters is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

Section 6. That the Board of Supervisors is requested to issue instructions to the Registrar of Voters to take any and all steps necessary for the holding of the consolidated election.

Section 7. That the City Clerk is authorized, instructed and directed through the San Diego County Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 8. That the City of National City recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any such costs.

Section 9. That the polls for the election shall be open at seven o'clock (7:00) a.m. of the day of the election and shall remain open continuously from that time until eight o'clock (8:00) p.m. of the same day when the polls shall be closed, pursuant to Elections Code section 10242, except as provided in section 14401 of the Elections Code of the State of California.

Section 10. That the Registrar of Voters may, subject to the requirements of this section and subject to such terms and conditions as the Registrar may prescribe, render specified services relating to the conduct of an election to any city or district the governing body of which has by resolution requested the Board of Supervisors for the County of San Diego to permit the Registrar of Voters of the County of San Diego to render such services.

1. The governing body of the city or district shall file with the Registrar of Voters a certified copy of the resolution of its governing body requesting the Board of Supervisors to permit the Registrar of Voters to render the specified services relating to the conduct of an election and agreeing that it will be bound by the requirements of this section and such terms and conditions as the Registrar of Voters may prescribe, and agreeing that it will reimburse the County in full for its costs and expenses in rendering such services.
2. The governing body of the city or district shall:
 - (a) In its resolution specify the services requested.
 - (b) Deposit at least 60 days in advance of the election the Registrar of Voter's estimate of the city or district's share of the elections cost.
 - (c) Reimburse the County in full for the services performed upon presentation of a final invoice to the city or district.
 - (d) Include in its resolution an agreement to indemnify and hold harmless the County, its officers, agents and employees from expense of liability, including reasonable attorney's fees, as the result of an election contest arising after conduct of an election.
3. If the Registrar of Voters decides that requested election services should not be rendered, the Registrar shall refer the matter to the Board of Supervisors for determination.

Section 11. That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 12. That notice of the time and place of holding the election is hereby given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

Section 13. That the City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the Registrar of Voters of the County of San Diego in the time and manner required by law.

Section 14. That the City Clerk shall certify to the passage and adoption of this Resolution, and enter it into the book of original Resolutions of the City.

PASSED, and ADOPTED this 7th day of May, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, May 7, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Adoption of a Resolution Adopting Regulations for Candidates for Elective Office Pertaining to Candidates' Statements for the Tuesday, November 5, 2024, Election.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Adopting Regulations for Candidates for Elective Office Pertaining to Candidate Statements of Qualifications to be Submitted to the Voters at a Statewide General Municipal Election to be held on Tuesday, November 5, 2024."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency may adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate's statement. Cities in San Diego County are required to translate candidates' statements into Spanish, Filipino, Chinese, and Vietnamese and have the translation available upon request. The 18 Cities share the cost of the elections, including translations, by consolidating with the County of San Diego Registrar of Voters.

The San Diego County Registrar of Voters has estimated the Tuesday, November 5, 2024, costs for candidate's statements to be \$1600 for Mayoral Candidates and \$1500 for City Councilmember Candidates for a 200-word statement. All candidates would be subject to the estimated fee, or would need to opt out by submitting a Candidate Statement for Qualification to the Office of the City Clerk. The Nomination Period for the Tuesday, November 5, 2024, Statewide General Municipal Election opens Monday, July 15, 2024, and closes Friday, August 9, 2024. Once set, this fee cannot be revoked or modified after the seventh day prior to the opening of the Nomination Period or Monday, July 8, 2024.

FINANCIAL STATEMENT:

This action does not include fiscal impact as the Candidates will pay the exact costs billed to the City, and will reimburse the City if the cost is greater than the estimate. If the final cost is lower than the estimate, the City will refund the difference to the Candidate.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Communication and Outreach

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 - Resolution

RESOLUTION NO. 2024 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE'S STATEMENTS TO BE SUBMITTED TO THE VOTERS AT A STATEWIDE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024.

WHEREAS, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency may adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate's statement.

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

Section 1: GENERAL PROVISIONS.

That pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of National City, California on Tuesday, November 5, 2024, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate, and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations.

The statement shall be filed in typewritten form in the Office of the City Clerk at the time the candidate's nomination papers are returned for filing. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

Section 2: FOREIGN LANGUAGE POLICY.

- A. Pursuant to the Federal Voting Rights Act 1965 (as amended), and in accordance with a Memorandum of Agreement between the County of San Diego and the United States Department of Justice, cities in San Diego County are required to translate candidate's statements into the following languages: Spanish, Vietnamese, Filipino and Chinese, and to have translations available upon request.
- B. Pursuant to State Law, the candidate's statements must be translated and printed in any language at the candidate's request.
- C. The City Clerk shall have translated those statements into the languages as requested by the candidate and those listed in subsection (A) above.
- D. The San Diego County Registrar of Voters will print and mail voter information guides and translate into Spanish, Vietnamese, Filipino and Chinese to only those voters who are on the County voter file as having requested a sample ballot in a particular language. The Registrar of Voters will make the voter information guides and candidate's statements in the required languages available at all polling places, on the County's website, and in the Election Official's office.

Section 3: PAYMENT.

Translations: The candidate shall be required to pay for the cost of translating the candidate's statement into any required foreign language as specified in Section 2 above pursuant to Federal and/or State law.

Printing: The candidate shall be required to pay for the cost of printing the candidate's statement in English and the required languages, as specified in Section 2, in the sample ballot pamphlets and any language the candidate requests as an option by the candidate.

The City Clerk shall estimate the total cost of printing, handling, translating and mailing the candidate's statements filed pursuant to this section, including costs incurred as a result of complying with the Federal Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency the estimated pro rata share costs to be \$1600 for Mayoral Candidates and \$1500 for City Councilmember Candidates as a condition of having their statement included in the voter's pamphlet. The estimated amount is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

Section 4: MISCELLANEOUS.

- A. All translations shall be provided by professionally-certified translators.
- B. The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

Section 5: ADDITIONAL MATERIALS.

No candidate will be permitted to include additional materials in the voter information guide.

Section 6: COPY OF RESOLUTION.

That the City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

Section 7: REPEAL OF PREVIOUS RESOLUTIONS.

That all previous resolutions establishing City Council policy on payment for candidate's statements are repealed.

Section 8: APPLICABILITY.

That this Resolution shall apply only to the election to be held on November 5, 2024, and shall then be repealed.

Section 9: CERTIFICATION BY CITY CLERK.

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

PASSED and ADOPTED this 7th day of May, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, May 7, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Adoption of a Resolution Providing Conduct of a Special Runoff Election in the Event of a Tie Vote

RECOMMENDATION:

Adopt the Resolution Entitled, "A Resolution of the City Council of the City of National City, California, Providing for the Conduct of a Special Runoff Election for Elective Offices in the Event of a Tie Vote at any Municipal Election."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Section 15651 of the California Elections Code authorizes the City Council, by a majority vote, to adopt provisions to require the Conduct of a Special Runoff Election to Resolve a Tie Vote involving those candidates who received an equal number of votes and the highest number of votes for an elective office.

FINANCIAL STATEMENT:

There is no cost associated with the adoption of this resolution. Should a special runoff election be required, information regarding the cost of the election and necessary budgetary actions would be brought to the City Council for review and approval.

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 - Resolution

RESOLUTION NO. 2024 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, PROVIDING FOR THE CONDUCT OF A SPECIAL RUNOFF ELECTION FOR ELECTIVE OFFICES IN THE EVENT OF A TIE VOTE AT THE STATEWIDE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024

WHEREAS, Section 15651(b) of the Elections Code of the State of California authorizes the City Council, by majority vote, to adopt provisions to require the conduct of a Special Runoff Election to resolve a tie vote involving those candidates who received an equal number of votes and the highest number of votes for an elective office.

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

Section 1: That pursuant to Section 15651(b) of the Elections Code of the State of California, if any two or more persons receive an equal and the highest number of votes for an office to be voted for within the City, there shall be held within the City a Special Runoff Election to resolve the tie vote. A Special Runoff Election shall be called and held on a Tuesday not less than forty (40) nor more than one-hundred twenty-five (125) days after the administrative or judicial certification of the election which resulted in a tie vote.

Section 2: That this Resolution shall apply only to the election to be held on Tuesday, November 5, 2024, and shall then be repealed.

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

PASSED and ADOPTED this 7th day of May, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



CITY COUNCIL ITEM REQUEST

The City Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council Meeting Agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to a future City Council Meeting Agenda for action.

Requesting Member of City Council: Council Member Rodriguez

Today's Date: Tuesday, April 30th, 2024

Is this matter considered Time-Sensitive by another entity deadline? Yes

WRITTEN REQUEST

I, Council Member Rodriguez hereby request that the following item be placed on the National City Council meeting agenda for consideration on Tuesday, May 7th.

Adopt resolution for the City of National City to Support California Senate Bill 915 (Dave Cortese), the Autonomous Vehicle Services Deployment and Data Transparency Act prioritizing local control in the decision to deploy autonomous vehicle services.