

AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF
THE CITY OF NATIONAL CITY
ONLINE ONLY MEETING

<https://www.nationalcityca.gov/webcast>

LIVE WEBCAST
COUNCIL CHAMBERS
CIVIC CENTER

1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, MAY 4, 2021 – 6:00 PM



ALEJANDRA SOTELO-SOLIS
Mayor

JOSE RODRIGUEZ
Vice Mayor

MARCUS BUSH
Councilmember

RON MORRISON
Councilmember

MONA RIOS
Councilmember

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

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

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

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

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

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

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

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

indicate General Public Comment in the subject line. All email comments received by 4:00 p.m. on the day of the meeting will be read into the record at the City Council meeting, emailed to the City Councilmembers, and retained as part of the official record. All comments will be available on the City website within 48 hours following the meeting.

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

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

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

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

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

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

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

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

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

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

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

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

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

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

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

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

Envíe su comentario público antes de la sesión: Para enviar un comentario por escrito, envíe un correo electrónico a PublicComment@nationalcityca.gov. Por favor, indique el número del tema del programa y el título del tema en la línea de asunto de su correo electrónico. Los comentarios o testimonios públicos están limitados a tres (3) minutos. Si el comentario no está relacionado con un tema específico del programa, indique Comentario público general en la línea de asunto. Todos los comentarios recibidos por correo electrónico antes de las 4:00 p.m. del día de la reunión serán leídos en el registro en la reunión del Concejo Municipal, enviados por correo electrónico a los Concejales de la Ciudad, y retenidos como parte del registro oficial. Todos los comentarios estará disponible en el sitio web de la ciudad dentro de las 48 horas posteriores a la reunión.

Regístrese en línea y participe en los comentarios públicos en vivo durante la sesión:

Para proporcionar comentarios públicos en vivo durante la sesión, debe registrarse previamente en el sitio web del Ayuntamiento en <https://www.nationalcityca.gov/publiccomment> **antes de las 4:00 p.m.** del día de la junta ordinaria para incorporarse a la sesión del Concejo Municipal.

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

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

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

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

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

¿Preguntas sobre comentarios públicos o protocolos del Concejo Municipal?

Comuníquese con la Oficina de la Secretaria del Ayuntamiento al teléfono (619) 336-4228, o por correo electrónico a Clerk@nationalcityca.gov.

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

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

CALENDARIO DE CONSENTIMIENTO: Los temas del calendario de consentimiento implican cuestiones de naturaleza rutinaria o no controvertida. Todos los temas de consentimiento se adoptan mediante la aprobación de una sola moción del Concejo Municipal. Antes de la aprobación, cualquier tema puede eliminarse de la parte de

consentimiento de la agenda y considerarse aparte, a petición de un concejal, individuo del personal del Ayuntamiento o persona del público.

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

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS AND CERTIFICATES

1. [National City celebrates City Clerk Recognition Month.](#)

AWARDS AND RECOGNITIONS

PRESENTATIONS (FIVE-MINUTE TIME LIMIT)

INTERVIEWS / APPOINTMENTS

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

CONSENT CALENDAR

2. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances or Resolutions that are having a Public Hearing considered at this meeting and providing that such Ordinances or Resolutions shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
3. [Approval of City Council Meeting Minutes for December 1, 2020 CA HA Reg Min, December 15, 2020 SP Min, March 2, 2021 CC HA Reg Min, March 16, 2021 CC HA Reg Min, March 16, 2021 CC SP Min, March 16, 2021 SA Min. \(City Clerk\)](#)
4. [Resolution of the City Council of the City of National City denouncing xenophobia and anti-Asian/Pacific Islander racism arising due to fears of the COVID-19 pandemic and affirming the City's commitment to the well-being and safety of Asian Pacific Islander communities. \(City Manager\)](#)
5. [Resolution of the City Council of the City of National City authorizing the City Manager to execute the First Amendment to the Purchase and Sales](#)

- [Agreement and accepting the Grant Deed from Sayheune Phomsavanh for the purchase of property located at 140 West 18th Street. \(Housing Authority\)](#)
6. [Resolution of the City Council of the City of National City Approving the Settlement and Release Agreement between Justin Perez and the City of National City. \(City Attorney\)](#)
 7. [Resolution of the City Council of the City of National City initiating proceedings for the levy and collection of assessments for Landscape Maintenance District No. 1 \(Mile of Cars\) for Fiscal Year 2021/22. \(Planning\)](#)
 8. [Resolution of the City Council of the City of National City approving the Engineer's Report for Landscape Maintenance District No. 1 \(Mile of Cars\) for Fiscal Year 2021/22. \(Planning\)](#)
 9. [Resolution of the City Council of the City of National City declaring its intention to conduct a public hearing on June 1, 2021 and to levy and collect assessments for Landscape Maintenance District No. 1 \(Mile of Cars\) for Fiscal Year 2021/22. \(Planning\)](#)
 10. [Resolution of the City Council of the City of National City authorizing the Mayor to execute an Amendment to the Lease and Operating Agreement between the City of National City and American Golf Corporation to increase green fees effective May 5, 2021. \(Community Services\)](#)
 11. [Resolution of the City Council of the City of National City authorizing the Mayor to execute Program Supplement Agreement \(PSA\) No. N010 Rev. 2 with the State of California Department of Transportation \(Caltrans\) for the Citywide Safe Routes to School \(SRTS\) Pedestrian Enhancements Project to allow for reimbursement of up to \\$1,678,000 in eligible project expenditures through the Federal Active Transportation Program \(ATP\). \(Engineering/Public Works\)](#)
 12. [Resolution of the City Council of the City of National City authorizing the installation of a blue curb disabled persons parking space with sign in front of the development located at 130 E. 8th Street \(TSC No. 2021-03\). \(Engineering/Public Works\)](#)
 13. [Resolution of the City Council of the City of National City authorizing the installation of a Stop Control sign for the T-intersection of E. 31st Street and "D" Avenue for eastbound traffic accessing "D" Avenue \(TSC No. 2021-04\). \(Engineering/Public Works\)](#)
 14. [Resolution of the City Council of the City of National City authorizing the installation of a blue curb disabled persons parking space with sign in front of the residence located at 1615 "C" Avenue \(TSC No. 2021-05\). \(Engineering/Public Works\)](#)

15. [Resolution of the City Council of the City of National City authorizing the installation of red curb “No Parking” on the east side of Palm Avenue, adjacent to the driveway of the apartment complex located at 1629 Palm Avenue, in order to enhance safety and visibility for drivers exiting the apartment driveway \(TSC No. 2021-06\). \(Engineering/Public Works\)](#)
16. [Authorizing the issuance of a Request for Proposals \(RFP\) for Towing and Impound Services, for the City of National City. \(Finance/Police\)](#)
17. [City Council 2021 Legislative Recess. \(City Clerk\)](#)
18. [Warrant Register #38 for the period of 3/17/21 through 3/23/21 in the amount of \\$1,260,307.62. \(Finance\)](#)
19. [Warrant Register #39 for the period of 3/24/21 through 3/30/21 in the amount of \\$790,256.83. \(Finance\)](#)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

20. [Third Reading and adoption of an Ordinance of the City Council of the City of National City, California adding National City municipal section 9.60 to regulate commercial cannabis. \(City Manager\)](#)
21. [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending Sections 18.30.340 \(Medical marijuana dispensaries\) and 18.30.345 \(Medical marijuana cultivation\) of Title 18 \(Zoning\) of the National City Municipal Code. \(Applicant City-Initiated\) \(Case File 2019-29 A\) \(Planning\)](#)
22. [Public Hearing No. 2 of 2 and adoption of a Resolution of the City of National City adopting the U.S Department of Housing and Urban Development \(HUD\) 2021-2022 Annual Action Plan and the allocation of 2021-2022 HUD entitlement grant funds, program income, and funds remaining from completed projects to Community Development Block Grant \(CDBG\) and HOME Investment Partnerships \(HOME\) Program activities proposed for 2021-2022 Annual Action Plan. \(Housing Authority\)](#)

NON CONSENT RESOLUTIONS

23. [Resolution of the City Council of the City of National City amending City Council Policy No. 201 entitled "Maintenance of Reserve Funds". \(City Manager\)](#)

NEW BUSINESS

24. [Notice of Decision – Planning Commission approval of a Conditional Use Permit \(CUP\) to operate a church \(Iglesia de Cristo\) located at 322 Highland](#)

[Avenue. \(Applicant: Francis Rodriguez\) \(Case File No. 2021-02 CUP\) \(Planning\)](#)

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

CONSENT RESOLUTIONS - HOUSING AUTHORITY

PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

NEW BUSINESS - HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

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

MAYOR AND CITY COUNCIL

CLOSED SESSION

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - May 18, 2021 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: [National City celebrates City Clerk Recognition Month.](#)

Please scroll down to view the backup material.

Item # ____
05/04/21

National City celebrates City Clerk Recognition Month

The following page(s) contain the backup material for Agenda Item: [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances or Resolutions that are having a Public Hearing considered at this meeting and providing that such Ordinances or Resolutions shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)

Please scroll down to view the backup material.

Item # ____
05/04/21

MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES OR RESOLUTIONS THAT ARE HAVING A PUBLIC HEARING CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES OR RESOLUTIONS SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY.

(City Clerk)

The following page(s) contain the backup material for Agenda Item: [Approval of City Council Meeting Minutes for December 1, 2020 CA HA Reg Min, December 15, 2020 SP Min, March 2, 2021 CC HA Reg Min, March 16, 2021 CC HA Reg Min, March 16, 2021 CC SP Min, March 16, 2021 SA Min. \(City Clerk\)](#)

Please scroll down to view the backup material.

APPROVAL OF MEETING MINUTES

Virtual Regular City Council Meetings Minutes:

December 1, 2020

March 16, 2021

Virtual Special City Council Meeting Minutes:

December 15, 2020

March 2, 2021

March 16, 2021

Virtual Successor Agency City Council Meeting Minutes:

March 16, 2021

(City Clerk)

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

December 1, 2020

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:15 p.m. by Mayor / Chairman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Cano, Morrison, Quintero, Rios, Sotelo-Solis.
Administrative Officials present: Aguirre, Dalla, Chapel, Morris-Jones, Bell, Palma, Reeder, Raulston, Roberts, Tellez, Williams, Winney, Yanno.
Others present: None.

PLEDGE OF ALLEGIANCE TO THE FLAG BY SUPERVISOR GREG COX.

PUBLIC COMMENTS: Mayor Sotelo-Solis limited comments to two-minutes each; Joan Rincon, Andrea Landis (South Bay Community Services), and Rebecca Rapp.

PROCLAMATION

1. Mayor Sotelo-Solis read the proclamation recognizing Supervisor Greg Cox and his years of public service and pending retirement.

AWARD AND RECOGNITION (102-10-15)

2. Mayor Sotelo-Solis recognized employee Charles A. Nissley, Jr., Senior Civil Engineering Technician for his twenty (2) years of service.

PRESENTATIONS (102-10-15)

3. Mayor Sotelo-Solis introduced Assistant City Manager Winney who welcomed new employee Shelley Chapel, Deputy City Clerk. (City Clerk)
4. Mayor Sotelo-Solis introduced Martin Reeder, Principal Planner who welcomed new employee David Welch, Associate Planner. (Community Development)

INTERVIEWS / APPOINTMENTS

BOARDS & COMMISSIONS ADMIN (101-01-01)

5. Interviews and Appointments: Port Commission. (City Clerk)

RECOMMENDATION: Interview and appoint as desired.

PUBLIC COMMENT: Mayor Sotelo-Solis limited comments to two-minutes each.

Spoke in Support of Sandy Naranjo: Nate Fairman (IBEW LU 465), Angelica Ramirez, San Diego Pediatricians for Clean Air, Tom Lemmon, Ted Godshalk, Andy Berg (NECA), Brigitte Browning, San Diego Coastkeeper, Danny Serrano (Environmental Health Coalition), Jeremy Abrams (Local Union 569), Maleeka Marsden (Climate Action Campaign), Beau Coleman (Ironworkers), Pia Piscitelli (San Diego 350), Irvin Martinez, David Garcias (SEIU Local 221), Claudia Ocampo, Monserrat Hernandez (Environmental Health Coalition), Dominique Navarro, and Silvia Calzada

Spoke in Support of Jacqueline Reynoso: None

TESTIMONY: Sandy Naranjo, and Jacqueline Luna Reynoso appeared for interview.

ACTION: Member Morrison made motion to re-open the vacancy, motion failed for lack of a second.

Ballots were provided by the City Clerk. Each Councilmember voted virtually by holding up a colored sheet of paper indicating which of the applicants they were casting vote for.

Votes cast for Sandy Naranjo: Soletto-Solis, Rios, Cano, Morrison and Quintero.

Votes cast for Jacqueline Luna Reynoso – None.

Motion by Rios, seconded by Quintero, to appoint Sandy Naranjo to the Port Commission. Carried by unanimous vote.

CITY COUNCIL

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 6 (NCCMC), Item No. 7 Minutes, Item Nos. 8 through 14 (Resolution No. 2020-13 through 2020-18), Item No. 13 pulled by Vice-Mayor Rios, Item Nos. 15 through 16 (Warrant Registers), and Item 17. Motion by Rios, seconded by Cano, to approve the Consent Calendar. Carried by unanimous vote.

Item 13 pulled for discussion, Acting Director of Engineering Yanno responded to questions posed by Council. Motion by Rios, seconded by Cano, to approve. Carried by a unanimous vote.

MUNICIPAL CODE 2020 (506-2-35)

6. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES OR RESOLUTIONS THAT ARE HAVING A PUBLIC HEARING CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES OR RESOLUTIONS SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (City Clerk)

ACTION: Approved. See Above.

GENERAL ADMIN (103-2-1)

7. APPROVAL OF THE MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF JUNE 6, 2020; JUNE 16, 2020; AUGUST 4, 2020; AUGUST 18, 2020; SEPTEMBER 1, 2020; SEPTEMBER 15, 2020; OCTOBER 6, 2020; OCTOBER 20, 2020 AND NOVEMBER 17, 2020 AND THE SPECIAL MEETINGS OF APRIL 28, 2020; JUNE 2, 2020; JUNE 16, 2020; AUGUST 4, 2020; AUGUST 18, 2020; SEPTEMBER 1, 2020; SEPTEMBER 15, 2020; OCTOBER 6, 2020; OCTOBER 20, 2020 AND NOVEMBER 17, 2020. (CITY CLERK)

ACTION: Approved. See Above.

8. **GRANT (206-4-2)**

Resolution No. 2020-213 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE ACCEPTANCE OF THE DISARMING PROHIBITED PERSONS (DPP) GRANT, UNDER AB 340, IN THE AMOUNT OF \$10,000 FOR FY 2020 THROUGH FY 2022, AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE AGREEMENT FOR THE AWARD OF THE GRANT FUNDS AND SIGN GRANT DOCUMENTS INDEMNIFYING THE GRANTING AGENCY AGAINST ANY LIABILITY ARISING FROM GRANT RELATED OPERATIONS, AND AUTHORIZING THE ESTABLISHMENT OF THE POLICE DEPARTMENT GRANTS FUND APPROPRIATIONS AND A CORRESPONDING REVENUE BUDGET, IN THE AMOUNT OF THE GRANT FOR REIMBURSEMENT OF OVERTIME, FRINGE BENEFITS AND MILEAGE FOR PROGRAMMATIC OPERATIONS. (Police)

ACTION: Approved. See Above.

CONTRACT (C2020-62)

9. Resolution No. 2020-214. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND ALARM PROGRAM SYSTEMS, LLC TO PROVIDE SERVICES TO ADMINISTER AND MANAGE THE CITY'S ALARM ORDINANCE AND ALARM MANAGEMENT PROGRAM. THE CONTRACT AGREEMENT WOULD BE FOR A DURATION OF THREE YEARS, 2021-2023, WITH THE OPTION OF THREE ONE-YEAR EXTENSIONS. (Police)

ACTION: Approved. See Above.

CONTRACT (C2020-63)

10. Resolution No. 2020-215. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING A SUBORDINATION AGREEMENT WITH APV VENTURES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION, SUBORDINATING THE DEED OF TRUST SECURING THE PERFORMANCE OF AN AFFORDABLE HOUSING DENSITY BONUS AGREEMENT APPROVED BY CITY COUNCIL ON AUGUST 6, 2019 THAT RESTRICTS THE AFFORDABILITY OF ONE HOUSING UNIT AT 1821 EAST 9TH STREET IN NATIONAL CITY. (Housing Authority)

ACTION: Approved. See Above.

CONTRACT (C2020-64)

11. Resolution No. 2020-216. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY 1) WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BOISE MOBILE EQUIPMENT INC. FOR A 2019 OR NEWER DODGE 5500 TYPE VI PATROL PUMPER; 2) WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.220(B) REGARDING SOLE SOURCE PURCHASING OF MOTOROLA RADIOS FOR THE NEW SQUAD VEHICLE FOR THE NATIONAL CITY FIRE DEPARTMENT; AND 3) APPROVING THE ESTABLISHMENT OF APPROPRIATIONS AND TRANSFERS AND A CORRESPONDING REVENUE BUDGET IN THE AMOUNT OF \$259,751.98 IN THE GENERAL FUND AND VEHICLE REPLACEMENT FUND FOR THE PURCHASE OF A TYPE VI SQUAD AND RADIO SYSTEM WITH FUNDS FROM THE LOWER SWEETWATER EQUIPMENT REPLACEMENT FUND. (Fire)

ACTION: Approved. See Above.

STREET VACATIONS (902-38-1)

12. Resolution No. 2020-217. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE RANCHO ARROYO VILLAS SUBDIVISION MAP AND MAINTENANCE AGREEMENT, ACCEPTING ON BEHALF OF THE PUBLIC CERTAIN EASEMENTS, APPROVING THE VACATION OF FUTURE UNUSED EASEMENTS, AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE MAP. (Engineering/Public Works)
ACTION: Approved. See Above.

TRAFFIC SIGN/SIGNAL ADMIN (801-4-12)

13. Resolution No. 2020-218. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ACCEPTING ON BEHALF OF THE PUBLIC AN EASEMENT FOR TRAFFIC SIGNAL MAINTENANCE AND PEDESTRIAN ACCESS ALONG THE PROPERTY FRONTAGE OF 500 MILE OF CARS WAY, APN 562 340 43 00, AUTHORIZING THE MAYOR TO SIGN THE EASEMENT, AND APPROVING THE RECORDATION. (Engineering/Public Works)
ACTION: Approved. See Above.

FINANCIAL MANAGEMENT 2020 (204-1-35)

14. National City 2020/21 Property Tax Summary. (Finance)
ACTION: Approved. See Above.

FINANCIAL MANAGEMENT 2020 (204-1-35)

15. Warrant Register #14 for the period of 9/30/20 through 10/06/20 in the amount of \$2,935,604.75. (Finance)
ACTION: Approved. See Above.

FINANCIAL MANAGEMENT 2020 (204-1-35)

16. Warrant Register #15 for the period of 10/07/20 through 10/13/20 in the amount of \$918,121.50. (Finance)
ACTION: Approved. See Above.

NON CONSENT RESOLUTIONS

17. **EMERGENCY / DISASTER PLANNING ADMIN (301-1-1)**

Resolution No. 2020-219. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY SUPPORTING SWEETWATER AUTHORITY, OTHER WATER SERVICE PROVIDERS, AND WATER INDUSTRY ASSOCIATIONS, TO ADVOCATE FOR ASSISTANCE, GRANTS, AND PROGRAMS FOR CUSTOMERS WHO ARE EXPERIENCING AN INABILITY TO PAY AND ARE UNABLE TO AFFORD WATER DURING THE COVID-19 PANDEMIC. (Engineering/Public Works)

RECOMMENDATION: Approved. See Above.

TESTIMONY (VIA E-MAIL):

ACTION:

BUDGET FY 2020-2021 (206-1-36)

18. Resolution No. 2020-220. RESOLUTION OF THE CITY COUNCIL OF CITY OF NATIONAL CITY RATIFYING FISCAL YEAR 2020 BUDGET ADJUSTMENTS. (Finance)

Mayor Sotelo-Solis introduced Mark Roberts, Director of Finance who gave the report.

RECOMMENDATION: Approved. See Above.

TESTIMONY (VIA E-MAIL): None.

ACTION: Motion by Rios to Adopt the Resolution to Include Amendment Withdrawing the Facility Maintenance Fund, seconded by Cano. Carried by unanimous vote.

NEW BUSINESS

BUDGET FY 2020-2021 (206-1-36)

19. Approval of Fiscal Year 2022 Budget Workshop dates. (Finance)
Mayor Sotelo-Solis introduced Mark Roberts, Director of Finance who gave the report.

RECOMMENDATION: Approved. See Above.

TESTIMONY (VIA E-MAIL): None.

ACTION: Motion by Rios, seconded by Cano. Carried by unanimous vote.

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

NEW BUSINESS - HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

20. City Manager Report. (City Manager)

Mayor Sotelo-Solis introduced Brad Raulston, City Manager who gave the update on current COVID-19 status regarding the new program providing additional assistance in aid to businesses and non-profits. In addition, the update moving the County to the "Deep Purple" tier which moves toward stricter restrictions. Information is available on the City website, 2-1-1 and by employees out working in the community.

Economic Development Staff and Mayor are working on new opportunities to relearn skills and improve marketability of residents looking for work.

Nat City Newsletter newly revised issue is now available on the City website.

MAYOR AND CITY COUNCIL, ELECTED OFFICIALS

Member Quintero thanked City Manager Raulston and staff for working on the CarMax project. He also congratulated the newly appointed Port Commissioner.

Member Morrison, acknowledged the community reaction to the COVID-19 pandemic and their resiliency.

Vice-Mayor Rios, pleased with the process and candidates for the Port Commission appointment. She made comments regarding the community response to continued COVID restrictions and thankful for the Mayor for volunteering for the vaccine study. Happy Holidays.

Mayor Sotelo-Solis, wished everyone Happy Holidays. Encouraged community to continue to stay safe. In partnership with the National City Police and Fire Foundation as well as the Latino Health Coalition, gave away 520 Turkeys to National City residents, which also included safety kits (masks, and hand sanitizer). Thanked Council for their cooperation on the dais for appointment. 2020 Inaugural Bright Lights of National City sponsored by Westfield, where to submit and more information can be found on the City website.

CLOSED SESSION REPORT

City Attorney Bell stated there was no report.

ADJOURNMENT

Motion by Rios, seconded by Quintero to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - December 15, 2020 - 6:00 p.m. - Council Chambers - National City, California, and City Council and Community Development Commission - Housing Authority of the City of National City Meeting Schedule for the Period January 1, 2021 through January 19, 2021:

In addition, to cancel Regular Meeting of January 5, 2021.

The meeting closed at 9:16 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of May 4, 2021.

Mayor



**MINUTES OF THE VIRTUAL SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF NATIONAL CITY**

December 15, 2020

This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic.

OPEN SESSION

CALL TO ORDER

The meeting was called to order at 5:02 p.m. by Mayor Sotelo-Solis.

ROLL CALL

Councilmembers present: Cano, Morrison, Quintero, Rios, Sotelo-Solis
Administrative Officials present: Raulston, Winney, Bell

PUBLIC COMMENTS

No public comments were received.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION:
Existing Litigation under Government Code Section 54956.9(d)(1)
Justin Perez v. City of National City
2. CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION:
Existing Litigation under Government Code Section 54956.9(d)(1)
Rodrick Nelson v. City of National City
3. CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION:
Potential Litigation Pursuant to Government Code Section 54956.9(d)(4)
4. CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION:
Potential Litigation Pursuant to Government Code Section 54956.9(e)(1)

CLOSED SESSION REPORT AT END OF REGULAR MEETING

City Attorney Bell stated that the direction given by unanimous vote by the City Council in the legal action concerning a personal injury claim arising from an alleged dangerous condition on public property.

City Attorney Bell stated that the direction given by unanimous vote by the City Council to submit a request for the publication of an amicus letter to the California Supreme Court concerning the County of Sonoma matter.

ADJOURNMENT

Mayor Sotelo-Solis adjourned the meeting to the next Regular City Council Meeting: Tuesday, December 15, 2020, at 6:00 p.m., City Council Chambers, Civic Center – National City, California, via Zoom.

The meeting adjourned at 5:21 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular Meeting of May 4, 2021.

Mayor Sotelo-Solis



**MINUTES OF THE VIRTUAL SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF NATIONAL CITY**

March 2, 2021

This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic.

OPEN SESSION

CALL TO ORDER

The meeting was called to order at 5:02 p.m. by Mayor Sotelo-Solis.

ROLL CALL

Councilmembers present: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis
Administrative Officials present: Raulston, Winney, Bell,

PUBLIC COMMENTS

No public comments were received.

CLOSED SESSION

1. Liability Claim: Government Code Section 54956.95: One Claim
United States Department of the Interior – Fish and Wildlife Services
Agency Notice of Potential Liability Claimed Against: City of National City

CLOSED SESSION REPORT AT END OF REGULAR MEETING

City Attorney Bell stated pursuant to California Government Code Section 54957.1, no reportable action was taken in closed session regarding the United States Department of the Interior – Fish and Wildlife Services Agency Notice of Potential Liability Claimed Against: City of National City.

ADJOURNMENT

Mayor Sotelo-Solis adjourned the meeting to the next Regular City Council Meeting: Tuesday, March 16, 2021, at 6:00 p.m., City Council Chambers, Civic Center – National City, California, via Zoom

The meeting adjourned at 5:44 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular Meeting of May 4, 2021.

Mayor Sotelo-Solis



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

March 16, 2021

This meeting was conducted utilizing teleconferencing consistent with State of California Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic.

A. CITY COUNCIL

CALL TO ORDER

The meeting was called to order at 6:07 p.m. by Mayor Sotelo-Solis.

ROLL CALL

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

Other Elected Officials present: Beauchamp, Molina

Administrative Officials present: Raulston, Winney, Bell, Chapel, Gilman, Williams, Davis, Meteau, Denham, Duong, Vergara, Aguirre, Yano, Parra, Barrera, Valdez, Barrera and Tellez.

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

PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Bush led the Pledge of Allegiance

PUBLIC COMMENTS

Ten (10) spoken public comments received: Aida Castaneda (Lowrider Coalition), Alberto Pulido (Lowrider Coalition), Jovita Arellano (Lowrider Coalition), Marisa Rosales (Lowrider Coalition), Clair Carter (Marijuana – Opposition), Kelly McCormick (Marijuana – Opposition), Carol Green (Marijuana – Opposition), Barbara Gordon (Marijuana – Opposition), Becky Rapp (Marijuana – Opposition), and Kathleen Lippitt (Marijuana – Opposition).

Two (2) written public comments received: David Ozuva (Code Enforcement) and Jim Traweek (Excessive Speeding).

PROCLAMATIONS AND CERTIFICATES

1. National City Celebrates Women's History Month.

Mayor Sotelo-Solis presented the proclamation to Marissa Cedillo, creator of Real Women Sisterhood, in celebration of Women's History Month in National City.

AWARDS AND RECOGNITIONS

- Employee of the Quarter 2021 - Lizza Galindo-Rojas, Administrative Secretary.

Mayor Sotelo-Solis introduced Director of Human Resources Robert Meteau who presented the award to Ms. Galindo-Rojas.

PRESENTATIONS

No agenda items.

INTERVIEWS / APPOINTMENTS

Public Comments: None

ACTION: Mayor Sotelo-Solis motioned to reinstate the ad-hoc committee to revisit the cruising ordinance in National City, and to appoint Councilmember Rios to the committee. Seconded by Councilmember Rios. Motion carried by unanimous vote.

REGIONAL BOARDS AND COMMITTEE REPORTS

Councilmember Rios chaired the Operations Committee for the San Diego County Water Authority and reported on actions towards testing of the manganese and iron removal system. At the League of Cities Division meeting, 2-1-1 San Diego presented information on the resources and services available to the public.

Councilmember Bush reported on the Shoreline Preservation Working Group and the discussions around beach sand erosion issues and mitigating efforts.

Councilmember Morrison reported that the Regional Solid Waste Association will meet in April. He is working with EDCO to give a presentation to the Council on the organic recycling program at an upcoming meeting.

Vice-Mayor Rodriguez reported on the Joint Powers Authority's discussions concerning industrial discharge permit and impacts to National City operators, as well as renewable water source updates.

Mayor Sotelo-Solis reported that Metropolitan Transit System lowered fees for riders, discussed security ambassadors, and recognized the need for bus service along the Blue Line in the late night/early morning hours. Also, the San Diego Association of Governments (SANDAG) meeting focused on the Five Big Moves transportation plan and funding efforts. One source will be an increase in National City's *TransNet* administration fees from 1% to 2%, or \$14,000, that will be redistributed to fund SANDAG information technology (IT) and data collection efforts.

CONSENT CALENDER

Public Comment: One (1) written public comment received from Joan Rincon (Item #8)

ACTION: Motion by Councilmember Rios, seconded by Councilmember Bush, to approve the Consent Calendar. Motion carried by unanimous vote.

3. Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances or Resolutions that are having a Public Hearing considered at this meeting and providing that such Ordinances or Resolutions shall be introduced and/or adopted after a reading of the title only.
4. Approval of the Minutes of the Virtual Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Virtual Regular Meeting: February 2, 2021.
5. Adopted Resolution No. 2021-15. Resolution of the City Council of the City of National City authorizing the installation of 606 feet of “No Parking” signage on both sides of Paraiso Court to provide fire access and travel clearance for emergency response vehicles (TSC No. 2021-01).
6. Adopted Resolution No. 2021-16. Resolution of the City Council of the City of National City authorizing the installation of a blue curb disabled persons parking space with sign in front of the residence located at 32 “D” Avenue (TSC No. 2021-02).
7. Adopted Resolution No. 2021-17. Resolution of the City Council of the City of National City finding APR Construction, Inc. in default of the contract for the Civic Center ADA Accessibility Project, CIP No. 19-45 for materially violating the contract provisions by providing false information, consistent with Section 6.4.1 of the contract documents.
8. Adopted Resolution No. 2021-18. Resolution of the City Council of the City of National City ratifying the Agreement between the City of National City and Meyers Nave for legal services in consultation with the City Attorney on matters related to the implementation of a commercial cannabis structure and program for the total not to exceed amount of \$25,000.00 and approving the City Attorney’s execution of same.
9. Ratified Warrant Register #32 for the period of 2/03/21 through 2/09/21 in the amount of \$2,455,294.45.
10. Ratified Warrant Register #33 for the period of 2/10/21 through 2/16/21 in the amount of \$261,842.17.

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

11. Public Hearing No. 1 of 2 for the U.S Department of Housing and Urban Development (HUD) 2021-2022 Annual Action Plan and the allocation of 2021-2022 HUD entitlement grant funds, program income, and funds remaining from completed projects to Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program activities proposed for 2021-2022 Annual Action Plan.

Mayor Sotelo-Solis introduced Angelita Palma, Housing Programs Manager, and Carlos Aguirre, Director of Housing Authority, provided the report and PowerPoint presentation titled “Public Hearing No. 1 of 2 for the 2021-2022 HUD CPD Action Plan & Funding Recommendations”.

Mayor Sotelo-Solis opened the Public Hearing at 7:23 p.m.

Public Comment: None

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Rios, to close the Public Hearing at 7:25 p.m. Motion carried by unanimous vote.

Received and Filed.

NON CONSENT RESOLUTIONS

12. Adopt Resolution No. 2021-19. Resolution of the City Council of the City of National City authorizing, 1) the City (Buyer) to utilize cooperative purchasing established through Sourcewell previously known as National Joint Powers Alliance (NJPA), consistent with Municipal Code Section 2.60.260 for cooperative purchasing, to purchase Tyler Technologies New World Computer Aided Dispatch (CAD) based on their member number 17730; and 2) finance through Capital Innovations for a seven (7) year lease purchase agreement; and 3) the Mayor to execute the Agreement with Tyler Technologies and Capital Innovations to replace outdated current police department CAD for a lease purchase agreement in the amount of \$1,060,000.

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

City Manager Raulston introduced Chief of Police Jose Tellez, and Support Services Manager Amber Lashbrook. Chief Tellez and Manager Lashbrook gave the report and PowerPoint presentation titled “Computer Aided Dispatch (CAD) Project”.

Mayor Sotelo-Solis opened the Public Hearing at 7:53 p.m.

City Manager Raulston stated for clarification that this item was not a Public Hearing.

Public Comment: None

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Rios, to close the Public Hearing at 7:54 p.m. Motion carried by unanimous vote.

Councilmembers asked clarifying questions of Staff. Chief Tellez and City Manager Raulston and City Attorney Bell provided responses.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Bush, to adopt the Resolution. Motion carried unanimously.

ITEM 14 TAKEN OUT OF ORDER

NEW BUSINESS

14. City of National City Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2020.

City Manager Raulston introduced the item and presenters Kenneth Pun and Coley Delaney, auditors with The Pun Group, LLC. Mr. Pun and Mr. Delaney gave the report and PowerPoint presentation titled “Presentation to the City Council for the Fiscal Year Ended June 30, 2020”.

Public Comments: None.

ACTION: Motion by Councilmember Bush, seconded by Councilmember Morrison, to adopt the report. Motion carried by unanimous vote.

8:12 p.m. City Clerk Molina read a statement at the two-hour mark to consider release of the interpretation service, consistent with the practice during in-person meetings. Mayor Sotelo-Solis determined that the City Council needs to discuss this process. This topic will be brought at the end of the meeting following agenzized items. The interpreters remained in attendance and continued with interpretation of the meeting.

NON CONSENT RESOLUTIONS - continued

13. Adopted Resolution No. 2021-20 of the City Council of the City of National City authorizing various Fiscal Year 2021 mid-year budget adjustments.

City Manager Raulston introduced Department of Finance personnel: Budget Manager Paul Valadez, Interim Director of Finance Phillip Davis, and Finance Manager Rachelle Barrera. City Manager Raulston gave the report and PowerPoint presentation titled “Fiscal Year 2021 General Fund Budget Mid-Year Budget Review”.

The presenters and Director of Public Works Yano responded to City Councilmember questions.

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

Mayor Sotelo-Solis opened the Public Hearing at 8:35 p.m.

Public Comments: None.

ACTION: Motion by Councilmember Bush, seconded by Councilmember Morrison, to close the Public Hearing at 8:36 p.m. Motion carried unanimously.

ACTION: Motion by Councilmember Bush, seconded by Councilmember Morrison, to adopt the Resolution. Motion carried unanimously.

NEW BUSINESS

ITEM 14 TAKEN OUT OF ORDER - see above

15. Update on American Rescue Plan Act.

City Manager Raulston gave a report on the \$19.6 Million dollars in one time funding allocated to National City via the American Rescue Plan Act. These funds are available for use through December 2024. Staff is evaluating the eligible usage for these funds and will provide recommendations at the April 2021 Budget Workshop.

City Manager Raulston responded to questions asked by Councilmembers.

Public Comments: None.

Received and Filed.

16. 2020 Housing Element Annual Progress Report pursuant to California Code Section 654000.

Director of Housing Authority Aguirre gave the report and PowerPoint presentation titled “2020 Housing Element Annual Progress Report”.

Staff answered questions for Councilmembers.

Public Comments: None.

Received and Filed.

B. COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY

No agenda items.

C. REPORTS

STAFF REPORTS

17. City Manager Report.

City Manager Raulston marked the one-year anniversary of the global pandemic and reported on the efforts made by the City for vaccine distribution, transition towards less restrictive guidelines, and plans for reopening.

MAYOR AND CITY COUNCIL

CITY TREASURER’S REPORT TAKEN OUT OF ORDER

City Treasurer Beauchamp expressed support for the new CAD system for the Police Department. He spoke about the cost of business in National City and the region and encouraged improvements in the movement of goods.

18. Discussion regarding Public Comment at City Council Meetings.

City Manager Raulston introduced the item and Deputy City Clerk Chapel gave the PowerPoint presentation titled “Public Comment Live via “Zoom” and Written”.

Staff answered questions for Councilmembers.

Public Comment: One (1) written public comment received from Ted Godshalk (offered suggestions for uniform public comment format)

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Rios, to direct Staff to continue to read the written comments received into the record. In addition, the motion allows for the reading of only the tally of comments in favor and/or opposition when the comments are voluminous, at the Chair's discretion. Motion carried unanimously.

MAYOR AND CITY COUNCIL – reports continued

City Clerk Molina announced the vacancies in the Planning Commission and the Community and Police Relations Committee. Potential Commissioners may apply for consideration by March 17, 2021, 5:00 p.m. via the City Clerk's office.

Councilmember Morrison commented on the irony in needing to hire a firm to help the City navigate the cannabis issue and that the City is a drug-free workplace.

Councilmember Bush thanked Staff for considering the consultant services.

Councilmember Rios thanked Joe Olsen, Neighborhood Services, for addressing the matter in a timely manner. She thanked Deputy City Clerk Shelley Chapel for her help regarding the Statement of Economic Interests electronic filing. She thanked Staff in general for the helpful briefings and presentations. She requested more information on the American Rescue Plan Act.

Vice-Mayor Rodriguez also thanked Staff for their timely preparation and for being available outside of the regular meetings. He recognized his mother on the occasion of her birthday.

ACTION: Motion by Mayor Sotelo-Solis, seconded by Councilmember Morrison, to bring back to Council the opportunity to discuss the management of translation services at the April 20, 2021 meeting. Motion carried unanimously.

ACTION: Motion by Mayor Sotelo-Solis, seconded by Councilmember Morrison, to give Staff direction to prepare a report addressing the illegal drag racing in the region. Friendly amendment to the motion allows for inclusion of excessive road noise. Motion carried unanimously.

Mayor Sotelo-Solis invited the City Council, Staff and public to the State of the City Address to be held virtually on March 25, 2021 at 5:30 p.m. Also, she read an excerpt from the children's story book, *Penny's Adventure in San Diego County*, written by the Mayors of San Diego County and the Purple Project, based on an idea created by Jordan Conole, Founder and Executive Director of the Purple Project - a nonprofit organization in San Diego that provides aid and support for emergency domestic violence shelters.

CLOSED SESSION

Closed Session was held during the Special Meeting commencing at 5:07 p.m., prior to the Regular Meeting.

CLOSED SESSION REPORT

City Attorney Bell stated his report from the Closed Session.

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:
Existing Litigation under Government Code Section 54956.9(d)(1)
Tammy Davis v. City of National City, et al.
Case No. 19-CV-534-BEN-BGS

Pursuant to California Government Code Section 54957.1, by unanimous vote, direction was given by the City Council in the legal action title Tammy Davis, et al. v. City of National City, et al. The case involves a Section 1983 Civil Rights Act claim arising from an in custody death.

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:
Existing Litigation under Government Code Section 54956.9(d)(1)
Justin Perez v. City of National City
Case No. 37-2019-00037384-CU-PO-CTL

Pursuant to California Government Code Section 54957.1, by unanimous vote, direction was given by the City Council in the legal action title Justin Perez v. City of National City. The case involves a personal injury claim arising an alleged dangerous condition on City property.

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Rios, to adjourn the meeting to the Special Meeting of Successor Agency with all members present. Motion carried by unanimous vote.

SPECIAL MEETING OF SUCCESSOR AGENCY

Successor Agency Items – See Special Meeting of the Successor Agency minutes.

ACTION: Motion by Boardmember Morrison, seconded by Boardmember Rios, to adjourn the meeting back to the Regular Meeting with all members present. Motion carried by unanimous vote.

ADJOURNMENT

Mayor Sotelo-Solis adjourned the meeting to the next Virtual Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City, California to be held Tuesday, April 6, 2021, at 6:00 p.m. via teleconference. Motion carried by unanimous vote.

The meeting adjourned at 10:08 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular Meeting of May 4, 2021.

Alejandra Sotelo-Solis, Mayor



**MINUTES OF THE VIRTUAL SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF NATIONAL CITY**

March 16, 2021

This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic.

OPEN SESSION

CALL TO ORDER

The meeting was called to order at 5:02 p.m. by Mayor Sotelo-Solis.

ROLL CALL

Councilmembers present: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis
Administrative Officials present: Raulston, Winney, Bell,

PUBLIC COMMENTS

No public comments were received.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Existing Litigation under Government Code Section 54956.9(d)(1)
Tammy Davis v. City of National City, et al
Case No. 19-CV-534-BEN-BGS
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Existing Litigation under Government Code Section 54956.9(d)(1)
Justin Perez v. City of National City
Case No. 37-2019-00037384-CU-PO-CTL

CLOSED SESSION REPORT AT END OF REGULAR MEETING

City Attorney Bell stated pursuant to California Government Code Section 54957.1:

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:
Pursuant to California Government Code Section 54957.1, by unanimous vote, direction was given by the City Council in the legal action title Tammy Davis, et al. v. City of National City, et al. The case involves a Section 1983 Civil Rights Act claim arising from an in custody death.
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:
Pursuant to California Government Code Section 54957.1, by unanimous vote, direction was given by the City Council in the legal action title Justin Perez v. City of National City. The case involves a personal injury claim arising an alleged dangerous condition on City property.

ADJOURNMENT

Mayor Sotelo-Solis adjourned the meeting to the next Regular City Council Meeting: Tuesday, March 16, 2021, at 6:00 p.m., City Council Chambers, Civic Center – National City, California, via Zoom

The meeting adjourned at 5:44 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular Meeting of May 4, 2021.

Mayor Sotelo-Solis



**MINUTES OF THE REGULAR MEETING
OF THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION
AS THE NATIONAL CITY REDEVELOPMENT AGENCY**

March 16, 2021

This meeting was conducted utilizing teleconferencing consistent with State of California Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic.

CALL TO ORDER

The meeting was called to order at 10:06 p.m. by Chairperson Alejandra Sotelo-Solis.

ROLL CALL

Board members present: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis

Other elected officials present: Molina

Administrative officials present: Raulston, Winney, Bell, Gilman, Chapel

PUBLIC COMMENTS

There were no public comments.

CONSENT CALENDER

ACTION: Motion by Boardmember Morrison, seconded by Boardmember Rios, to approve the Consent Calendar. Motion carried by unanimous vote.

1. Investment Report for the quarter ended September 30, 2020.
2. Investment Report for the quarter ended December 31, 2020.
3. Investment transactions for the month ended October 31, 2020.
4. Investment transactions for the month ended November 30, 2020.

ADJOURNMENT

ACTION: Motion by Boardmember Morrison, seconded by Boardmember Rios, to adjourn the meeting back to the Regular Meeting with all members present. Motion carried by unanimous vote.

Chairperson Sotelo-Solis adjourned the meeting to the next Virtual Regular Meeting of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency to be held Tuesday, June 15, 2021, at 6:00 p.m., via teleconference.

The meeting adjourned at 10:08 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular Meeting of May 4, 2021.

Alejandra Sotelo-Solis, Mayor

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City denouncing xenophobia and anti-Asian/Pacific Islander racism arising due to fears of the COVID-19 pandemic and affirming the City's commitment to the well-being and safety of Asian Pacific Islander communities. \(City Manager\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: May 4, 2021

AGENDA ITEM NO. _____

ITEM TITLE:

Resolution of the City Council of the City of National City denouncing xenophobia and anti-Asian/Pacific Islander racism arising due to fears of the COVID-19 pandemic and affirming the City's commitment to the well-being and safety of Asian Pacific Islander communities.

PREPARED BY: Tony Winney, Assistant City Manager | **DEPARTMENT:** City Manager's Office

PHONE: (619) 336-4240

APPROVED BY: _____



EXPLANATION:

At the April 6, 2021 City Council meeting, City Council adopted a proclamation denouncing xenophobia and anti-Asian racism. A copy of the adopted proclamation is attached. The City Council asked staff to return at a subsequent City Council meeting with a resolution reaffirming the proclamation. The proposed resolution is attached as Exhibit B which includes language similar to a resolution recently adopted by the City of San Diego.

FINANCIAL STATEMENT:

ACCOUNT NO. _____

No fiscal impact.

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Approve the attached Resolution denouncing xenophobia and anti-Asian racism arising due to fears of the COVID-19 pandemic and affirming the City's commitment to the well-being and safety of Asian Pacific Islander communities.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Exhibit A – Proclamation Adopted April 6, 2021 by City Council
Exhibit B – Resolution

**Exhibit A - Proclamation as Adopted on April 6, 2021 by
City Council**

WHEREAS, Asian Pacific Islander (API) communities are suffering from acts of discrimination, hate crimes, and micro aggressions due to fears of COVID-19; and

WHEREAS, according to the World Health Organization, over 30 million cases of SARS-CoV2 infection have been reported in the United States as of April 6, 2021; and

WHEREAS, the outbreak of SARS-CoV2 has been referred to as “China Coronavirus”, “Chinese Coronavirus”, “Chinese Virus”, “Kung-Flu” and “Wuhan Virus” in public discourse; and

WHEREAS, such rhetoric is reminiscent of the perception of Chinese Americans as perpetual foreigners and the “yellow peril” in the late 1800s and were subsequently excluded from immigration and naturalization by law for close to a century; **WHEREAS**, such rhetoric is inaccurate and stigmatizing, tends to incite fear and xenophobia, and may put individuals of Asian ancestry at risk of retaliation and deterrence from accessing resources and services, appearing in public, and expressing their identity; and

WHEREAS, scientists have confirmed that the COVID-19 disease does not respect borders and is not caused by ethnicity, and the World Health Organization has cautioned against using geographic descriptors because they can fuel ethnic discrimination; and

WHEREAS, as SARS-CoV2 has spread, numerous APIs have reported experiencing micro aggressions, racial profiling, hate incidents and, in some cases, hate violence; and

WHEREAS, over 30,000 businesses are API-owned in San Diego, with numerous dining and hospitality establishments having reported a decrease in business since January 2020 at the beginning of the outbreak; and

WHEREAS, San Diego is one of the first minority-majority counties in the nation, home to 440,660 Asians, Native Hawaiian and Pacific Islanders, collectively representing one out of every seven residents and the fastest-growing racial group; and

WHEREAS, data on COVID-19 infections and fatalities in California show that Asian, Black, and Latinx, and Native Hawaiian Pacific Islander communities may be disproportionately impacted; and

NOW, THEREFORE, BE IT RESOLVED that I, Alejandra Sotelo-Solis Mayor of the City of National City do proclaim that

National City denounces Xenophobia and Anti-Asian racism.

The City of National City calls upon all counties, cities, and local governments across the United States to adopt similar commitments to reaffirm their solidarity with API communities and commit to combating hate and improving health equity.

RESOLUTION NO. 2021 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA
DENOUNCING XENOPHOBIA AND ANTI-ASIAN RACISM ARISING DUE TO FEARS OF THE
COVID-19 PANDEMIC AND AFFIRMING ITS COMMITMENT TO THE WELL-BEING AND
SAFETY OF ASIAN PACIFIC ISLANDER COMMUNITIES**

WHEREAS, Asian Pacific Islander (API) communities are suffering from acts of discrimination, hate crimes, and micro aggressions due to fears of COVID-19; and

WHEREAS, according to the World Health Organization, over 30 million cases of SARS-CoV-2 infection have been reported in the United States as of April 6, 2021; and

WHEREAS, the outbreak of SARS-CoV-2 has been referred to as “China Coronavirus”, “Chinese Coronavirus”, “Chinese Virus”, “Kung-Flu” and “Wuhan Virus” in public discourse; and

WHEREAS, such rhetoric is reminiscent of the perception of Chinese Americans as perpetual foreigners and the “yellow peril” in the late 1800s and were subsequently excluded from immigration and naturalization by law for close to a century; and

WHEREAS, such rhetoric is inaccurate and stigmatizing, tends to incite fear and xenophobia, and puts individuals of Asian ancestry at risk of retaliation and deterrence from accessing resources and services, appearing in public, and expressing their identity; and

WHEREAS, scientists have confirmed that the COVID-19 disease does not respect borders and is not caused by ethnicity, and the World Health Organization has cautioned against using geographic descriptors because they can fuel ethnic discrimination; and

WHEREAS, as SARS-CoV-2 has spread, numerous APIs have reported experiencing micro aggressions, racial profiling, hate incidents and, in some cases, hate violence; and

WHEREAS, over 30,000 businesses are API-owned in San Diego County, with numerous dining and hospitality establishments having reported a decrease in business since January 2020 at the beginning of the outbreak; and

WHEREAS, National City, collectively with the County of San Diego, is home to one of the first minority-majority counties in the nation and is home to over 440,000 Asians, Native Hawaiian and Pacific Islanders, collectively representing one out of every seven residents; and

WHEREAS, data on COVID-19 infections and fatalities in California show that Asian, Black, Latinx, and Native Hawaiian Pacific Islander communities are disproportionately impacted.

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

Section 1: City Council denounces xenophobia and anti-Asian racism arising due to fears of the COVID-19 pandemic and affirms its commitment to the well-being and safety of Asian Pacific Islander communities.

Section 2: City Council calls upon all counties, cities, and local governments across the United States to adopt similar commitments to reaffirm their solidarity with API communities and commit to combating hate and improving health equity.

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 4th day of May, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the City Manager to execute the First Amendment to the Purchase and Sales Agreement and accepting the Grant Deed from Sayheune Phomsavanh for the purchase of property located at 140 West 18th Street, \(Housing Authority\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 4, 2021

AGENDA ITEM NO.

ITEM TITLE:

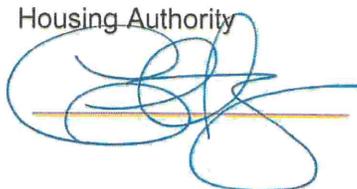
Resolution of the City Council of the City of National City authorizing the City Manager to execute the First Amendment to the Purchase and Sales Agreement and accepting the Grant Deed from Sayheune Phomsavanh for the purchase of property located at 140 West 18th Street.

PREPARED BY:

Greg Rose, Property Agent

PHONE: 619-336-4266

DEPARTMENT: Housing Authority

APPROVED BY: 

EXPLANATION:

The City of National City received a California Natural Resources Agency Grant ("Grant") to purchase the property located at 140 W 18th Street in order to convert it to a river parkway. This property is adjacent to the newly created Paradise Creek Park. The First Amendment to the Purchase and Sales Agreement will clarify the relocation reimbursement process directing all receipts be presented to the Engineering Department for reimbursement not to exceed \$100,000 in relocation costs. All relocation costs will be reimbursed by the Grant. The Amendment also extend the closing date to June 30, 2021 from July 1, 2020. The Grant Deed needs to be accepted by Resolution of the City Council and will be recorded at the close of escrow, upon fulfillment of all escrow requirements no later than June 30, 2021.

FINANCIAL STATEMENT:

ACCOUNT NO.

Revenue Account No. 296-06585-3463

Expenditure Account No. 296-409-500-598-6585

This property is being purchased for \$745,000 funded through a California Natural Resources Agency Grant.

APPROVED: 

Finance
MIS

APPROVED: _____

ENVIRONMENTAL REVIEW:

The approval of the First Amendment and acceptance of the Grant Deed is not considered a project as defined by the California Environmental Quality Act (CEQA), and is therefore not subject to CEQA.

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Purchase and Sales Agreement
2. First Amendment
3. Grant Deed
4. Resolution

PURCHASE AND SALE AGREEMENT
(140 West 18th Street)

THIS PURCHASE AND SALE AGREEMENT (140 West 18th Street) (“Agreement”) dated as of the 25 day of November, 2019, by and between Sayheune Phomsavanh, an individual (“Seller”), and the City of National City (“Purchaser”).

RECITALS

A. The Seller owns the fee interest in that certain real property generally located at 140 West 18th Street in the City of National City, County of San Diego, California, which is legally described on Exhibit A attached hereto and made a part hereof (“Property”). Seller and Purchaser desire for Seller to sell the Property to Purchaser at fair market value, and for Purchaser to purchase the Property from Seller.

B. The Seller agrees to sell the Property to Purchaser for an amount equal to its current fair market value of Seven Hundred Forty-Five Thousand and No/100 Dollars (\$745,000.00), which amount shall be payable by Purchaser to Seller in cash at Closing. In addition, the Purchaser agrees to pay or reimburse the Seller for the Seller’s actual costs to relocate from the Property in an amount not to exceed One Hundred Thousand and No/100 Dollars (\$100,000.00).

C. Seller’s sale of the Property to Purchaser and Purchaser’s purchase of the Property are in the vital and best interest of the City of National City and the health, safety, morals and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are acknowledged, Purchaser and Seller hereby agree as follows:

1. Effectiveness of Agreement and Purchase and Sale.

(a) Effectiveness of Agreement. This Agreement shall be effective and binding upon all parties hereto concurrently with the last to occur of the following: (i) this Agreement has been duly executed by Purchaser and delivered by Purchaser to Seller; (ii) this Agreement has been formally approved by resolution of the City of National City; and (iii) this Agreement has been duly executed by Seller and delivered by Seller to Purchaser. The Seller hereby acknowledges that the Purchaser is prohibited by law from purchasing the Property, without the approval of the City Council of the City of National City. Under no circumstances will this Agreement be effective before all of the preceding have occurred.

(b) Purchase and Sale of the Property. In consideration of the mutual covenants set forth in this Agreement, and on the terms and conditions set forth herein, Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller on the terms and conditions set forth herein, provided the various conditions to Closing set forth in this Agreement are satisfied or waived as provided herein. At Closing, Seller shall convey to Purchaser title to the Property by recordation of the Grant Deed. The Escrow Agent shall issue the Title Policy (as defined below) to the Purchaser at Closing.

(c) Possession of the Property. The Seller shall deliver possession of the Property to Purchaser at Closing. Possession of the Property shall be delivered to Purchaser entirely vacant, subject only to the Property Documents and the Permitted Exceptions.

2. Definitions. As used in this Agreement, the following terms shall have the following meanings:

“Agreement” means this Purchase and Sale Agreement between the Seller and the Purchaser.

“Business Day” means any day other than a Saturday, Sunday or any other day on which Purchaser or Escrow Agent is not open for business. In the event any date, deadline or due date set forth in this Agreement falls on a day that is not a Business Day, then such deadline or due date shall automatically be extended to the next Business Day.

“Close” or “Closing” means the close of Escrow as provided herein, which shall occur on the Closing Date.

“Closing Date” means the close of Escrow as provided herein, which shall be one (1) Business Day after the latest of: (i) the date all of the Conditions Precedent for the Benefit of the Seller have been satisfied; and (ii) the date all of the Conditions Precedent for the Benefit of the Purchaser have been satisfied. The Closing shall occur on or before July 1, 2020. If Purchaser desires the Closing Date to be any date before July 1, 2020, the Purchaser shall provide written notice to Seller setting forth the Closing Date not less than 90 days prior to such proposed Closing Date. If such notice is not provided from Purchaser to Seller, the Closing Date shall be July 1, 2020.

“Conditions Precedent for the Benefit of the Seller” shall have the meaning set forth in Section 5 of this Agreement.

“Conditions Precedent for the Benefit of the Purchaser” shall have the meaning set forth in Section 6 of this Agreement.

“Deposit” shall have the meaning set forth in Section 3 of this Agreement.

“Due Diligence Period” means the period of time commencing on the Effective Date and ending at 5:00 p.m. Pacific time on February 24 (*90 days after the Effective Date*).

“Effective Date” means November 25, 2019, which may or may not be the date this Agreement was executed and delivered by the Seller or the Purchaser.

“Escrow” means the escrow depository and disbursement services to be performed by Escrow Agent pursuant to the provisions of this Agreement.

“Escrow Agent” means Carla Burchard at Stewart Title Guaranty Company, 7676 Hazard Center Drive, Suite 1400, San Diego, California 92108.

“Grant Deed” means a duly executed and acknowledged grant deed conveying fee simple title to the Property from Seller to Purchaser.

“Hazardous Materials” means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United State Government. Provided, however, the term “Hazardous Materials” shall not include substances typically used in the ordinary course of developing, operating and maintaining apartment complexes in California or small amounts of chemicals, cleaning agents and the like commonly employed in routine household uses in a manner typical of occupants in other similar properties, provided that such substances are used in compliance with applicable laws.

“Immediately Available Funds” means a bank wire transfer or a certified bank or cashier’s check.

“Permitted Exceptions” means (i) the printed exceptions and exclusions in the Title Policy; (ii) the exceptions to title set forth in Schedule B to the Title Report (as defined in Section 4(e) below) which are approved by Purchaser in writing, or deemed approved by Purchaser, as provided in Section 4(e) below; (iii) real property taxes and assessments which are a lien but not yet payable; (iv) any title exceptions caused, consented to or preapproved by Purchaser; and (v) all applicable building, zoning and use restrictions and/or regulations of any municipality, township, county or state; (vii) defects that would be shown by an inspection or by a survey of the Real Property; and (viii) any reserved oil, water and/or mineral rights.

“Property” means that certain real property generally located at 140 West 18th Street in the City of National City, County of San Diego, California, which is legally described on Exhibit A attached hereto and made a part hereof.

“Property Documents” means a current delinquency report, property tax bills, capital contracts, site maps, floorplans, business licenses and permits, permits and approvals from the City or County and any governing authorities, conditions imposed by any governmental authorities which affect the development or use of the Property, soils reports, engineering studies or surveys, studies and reports concerning the possibility of hazardous, contaminated or toxic materials on or near the Property, active contracts, drawings, plans, specifications, with respect to the Property that are in Seller’s possession.

“Purchase Price” shall have the meaning set forth in Section 3 of this Agreement.

“Purchaser” means the City of National City.

“Seller” means Sayheune Phomsavanh, an individual.

“Title Policy” means a CLTA Owner’s Policy of Title Insurance in the amount of the Purchase Price, insuring that title to the fee interest in the Property is vested in the Purchaser subject only to the Permitted Exceptions, which Title Policy shall be obtained through the Escrow Agent. Purchaser shall pay the cost of the CLTA Owner’s Policy of Title Insurance. Purchaser shall pay the cost of any endorsements it desires. Purchaser may obtain an ALTA Owner’s Policy of Title Insurance in which event Purchaser shall pay the cost difference between the cost of the ALTA Owner’s Policy of Title Insurance and the cost of a CLTA Owner’s Policy of Title Insurance.

3. Purchase Price. The purchase price to be paid by the Purchaser for all of the Property shall be Seven Hundred Forty-Five Thousand and No/100 Dollars (\$745,000.00) (“Purchase Price”).

(a) Deposit. Purchaser shall make a deposit into Escrow of Immediately Available Funds in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00) (the “Deposit”) within three (3) Business Days of the Effective Date. The Deposit shall be refundable until the expiration of the Due Diligence Period. If the Purchaser elects to terminate this Agreement prior to expiration of the Due Diligence Period, as set forth in Section 4, below, then upon receipt of written notice from the Seller and the Purchaser, the Escrow Agent shall return the Deposit to the Purchaser, plus any interest earned thereon. Provided, however, all fees and costs charged by the Escrow Agent shall be paid by the Purchaser. Notwithstanding anything to the contrary set forth herein, the Deposit and any other deposits made by the Purchaser shall be fully refundable to the Purchaser until such time as this Agreement has been approved by resolution of the City Council of the City of National City, in its sole discretion. The Seller hereby acknowledges that the Purchaser is prohibited by law from purchasing the Property, without the approval of the City Council of the City of National City.

(b) LIQUIDATED DAMAGES. THE DEPOSIT SHALL BE REFUNDABLE TO THE PURCHASER AS MAY BE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. IF ESCROW FAILS TO CLOSE AS A RESULT OF PURCHASER’S DEFAULT HEREUNDER, THE SOLE REMEDY OF THE SELLER SHALL BE EITHER: (1) TO TERMINATE THIS AGREEMENT BY GIVING WRITTEN NOTICE THEREOF TO PURCHASER AND ESCROW AGENT, WHEREUPON THE SELLER SHALL RETAIN THE DEPOSIT(S) AND ALL INTEREST THEREON AS LIQUIDATED DAMAGES; OR (2) AND, THE SELLER MAY SPECIFICALLY ENFORCE THIS AGREEMENT SET FORTH IN CALIFORNIA CIVIL CODE SECTION 1680 AND 3389. THEREAFTER, NO PARTY HERETO SHALL HAVE ANY FURTHER LIABILITY OR OBLIGATION TO ANY OTHER PARTY HERETO EXCEPT FOR: (i) THE SELLER’S RIGHT TO RECEIVE AND RETAIN SUCH LIQUIDATED DAMAGES OR THE PROPERTY (IF SPECIFIC PERFORMANCE IS CHOSEN); AND (ii) THE OBLIGATION OF THE PARTIES TO PAY AMOUNTS INTO ESCROW TO PAY THE

FEES AND COSTS OF ESCROW. THE PARTIES HERETO ACKNOWLEDGE AND AGREE THAT THE SELLER'S ACTUAL DAMAGES IN THE EVENT OF PURCHASER'S DEFAULT HEREUNDER ARE UNCERTAIN IN AMOUNT AND DIFFICULT TO ASCERTAIN, AND THAT SUCH AMOUNT OF LIQUIDATED DAMAGES IS REASONABLE UNDER THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1671 ET SEQ., CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING ON THE DATE HEREOF INCLUDING, WITHOUT LIMITATION, THE RELATIONSHIP OF SUCH AMOUNT TO THE RANGE OF POTENTIAL HARM TO THE SELLER THAT CAN REASONABLY BE ANTICIPATED AND THE ANTICIPATION THAT PROOF OF ACTUAL DAMAGES RESULTING FROM SUCH DEFAULT WOULD BE COSTLY AND INCONVENIENT. BY PLACING ITS INITIALS IN THE SPACE BELOW, EACH PARTY HERETO SPECIFICALLY CONFIRMS THE ACCURACY OF THE FOREGOING AND THE FACT THAT SUCH PARTY HAS BEEN REPRESENTED BY COUNSEL WHO EXPLAINED THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION.

THE PROVISIONS OF THIS SECTION 3(B) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

S-P
Seller's Initials


Purchaser's Initials

(c) Delivery of Remainder of Purchase Price into Escrow. Not less than one (1) Business Day prior to the Closing Date, the Purchaser shall cause Immediately Available Funds to be delivered to the Escrow Agent in an amount equal to the Purchase Price, minus the Deposit and any interest earned on the Deposit, and plus or minus any adjustments for prorations and expenses required under this Agreement.

(d) Disbursement to the Seller. Immediately after the Closing, the Escrow Agent shall disburse to the Seller the funds that the Seller is entitled to receive hereunder.

(e) Relocation Costs. In consideration of the mutual covenants set forth in this Agreement, the Purchaser shall be obligated to pay to the Seller up to One Hundred Thousand and No/100 Dollars (\$100,000.00) ("Maximum Relocation Reimbursement"), on the terms and conditions set forth herein. Upon written request from the Seller, supported by such back up documentation as the Purchaser requires, the Purchaser shall pay to the Seller (or directly to vendors providing services) amounts equal to the actual fees, costs and expenses incurred by the Seller with respect to the relocation of persons, property, fixtures and equipment located at the Property; provided, however that the aggregate amount of such payments or reimbursements shall not exceed the Maximum Relocation Reimbursement.

4. Due Diligence.

(a) Due Diligence Period. During the Due Diligence Period the Purchaser may determine in the Purchaser's sole and absolute discretion, whether to proceed with the purchase of the Property. During the Due Diligence Period, the Purchaser may terminate this Agreement for any reason or for no reason at all by delivering written notice of such termination to the Seller and Escrow. After expiration of the Due Diligence Period, the Purchaser's right to terminate this Agreement for any reason, or for no reason at all, shall expire and the Deposit shall become nonrefundable. If this Agreement is terminated during the Due Diligence Period, then: (i) all rights and liabilities of the Purchaser and the Seller with respect to this Agreement shall immediately terminate, except for rights and liabilities that specifically survive such termination; (ii) Escrow Agent shall return to the Purchaser all funds or other things deposited in Escrow by the Purchaser, less any fees and costs charged by the Escrow Agent; and (iii) Escrow Agent shall return to the Seller all funds or other things deposited in Escrow by the Seller.

(b) Due Diligence Deliveries. Not later than thirty (30) days after execution and delivery of this Agreement to the Escrow Agent, the Seller shall provide the Purchaser with true and correct copies of the Property Documents and all plans and specifications for the Property (including a set of current as-built plans and specifications, if any) if any, to the extent the same are in the Seller's possession, by any of the following methods provide physical copies or digital copies (e.g. a pdf, tif or jpg file) by email or on a memory medium.

(c) Access to the Property. During the Due Diligence Period, Purchaser and its representatives, consultants and attorneys shall have access to the Property upon not less than 24 hours notice to the Seller. Purchaser shall defend and shall indemnify the Seller and the Seller's agents and employees and the Property from and against, and shall hold the Seller, the Seller's agents and employees and the Property harmless from, any actions, losses, costs, damages, claims and/or liabilities, including but not limited to, mechanics' and materialmen's liens and attorney fees, proximately caused by the actions of Purchaser and/or its contractors or agents upon the Property. The Purchaser shall repair any damage caused to the Property by the Purchaser or its agents, employees or contractors. The Purchaser shall not permit any mechanic's, materialman's, contractor's, subcontractor's or other lien arising from any work done by the Purchaser or its agents pursuant to this Agreement to stand against the Property. If any such lien shall be filed against the Property, the Purchaser shall cause the same to be discharged or bonded by payment, deposit, bond or otherwise, within thirty (30) days after actual notice of such filing. The Purchaser's obligations under this Section 4(d) shall survive the termination or expiration of this Agreement. If Purchaser desires to do any invasive testing at the Property, the Purchaser may do so only after obtaining Seller's prior written consent to the same, which consent may be withheld or granted on conditions in Seller's reasonable discretion. The Purchaser shall promptly restore the Property to the condition the Property was in immediately prior to any such tests, at the Purchaser's sole cost and expense. The Purchaser shall provide the Seller with a complete set of plans, drawings and specifications ("Invasive Testing Plans") that define to the sole satisfaction of the Seller the invasive testing to be performed on the Property and the names of all environmental and other consultants, contractors and subcontractors who will be performing such invasive testing (collectively "Purchaser's Consultants"). The Purchaser shall deliver the names of the Purchaser's

Consultants and the Invasive Testing Plans to the Seller concurrently with its request to the Seller that the Purchaser desires to perform invasive testing.

(d) Title. Purchaser's obligation to purchase the Property is contingent upon Purchaser's approval of all matters affecting title to or use of the Real Property (collectively, "Title Matters"). The intent of this Section 4(d) is to allow the parties to have certainty regarding the condition of title and the Title Matters which are acceptable to the Purchaser. The procedure set forth in this Section 4(d) shall not affect or otherwise limit the Purchaser's right to terminate this Agreement for any reason or no reason at all as set forth in Section 4, above. Seller shall use commercially reasonable efforts to cause the Title Company to deliver to Purchaser within five (5) Business Days of the Effective Date, a current preliminary title report for the Real Property and, to the extent possible, legible copies of all documents referred to therein ("Title Report"). Purchaser shall have fifteen (15) Business Days thereafter, to approve or object to any items disclosed by the Title Report. If Purchaser does not give written notice to Seller of Purchaser's approval or disapproval of any items disclosed by the Title Report within said time period, then Purchaser shall be deemed to have approved the items disclosed by the Title Report. If Purchaser gives written notice to Seller of Purchaser's disapproval of any items disclosed by the Title Report within said time period and Seller does not give written notice to Purchaser within five (5) Business Days thereafter of either: (i) Seller's elimination of or agreement to eliminate those disapproved matters prior to the close of Escrow; or (ii) Seller's agreement to provide at Seller's sole expense such title insurance endorsements relating thereto as are acceptable to Purchaser in Purchaser's sole discretion prior to the close of Escrow (each, a "Cure Notice"), then this Agreement shall terminate immediately, unless Purchaser affirmatively agrees in writing within five (5) Business Days thereafter that this Agreement will remain in full force and effect and that the previously disapproved items disclosed by the Title Report are approved by Purchaser. If the Title Company issues a supplemental title report prior to the close of Escrow showing additional exceptions to title ("Title Supplement"), Purchaser shall have five (5) Business Days from the date of receipt of the Title Supplement and a copy of each document referred to in the Title Supplement in which to give Seller written notice of disapproval as to any additional exceptions; provided, however, Purchaser may not disapprove any exceptions that were contained in the original Title Report or are otherwise Permitted Exceptions. Purchaser's failure to deliver any such written notice of disapproval of the Title Supplement within such five (5) Business Day period shall be deemed to mean that Purchaser has approved all such additional exceptions. If Purchaser disapproves any additional exception shown in the Title Supplement, then Purchaser and Seller will have the same rights and obligations set forth above in this Section regarding Purchaser's original review and approval of the Title Report. Notwithstanding the foregoing, Seller shall cause all Title Matters which are mechanics' liens or deeds of trust to be eliminated as exceptions to title on the Title Policy at Seller's sole expense prior to the close of Escrow, and shall not record any documents against the Property from and after the Effective Date without Purchaser's prior written consent.

5. Conditions Precedent for the Benefit of the Seller. The Seller's obligation to Close shall be conditioned upon the satisfaction or emailed or written waiver by the Seller of all of the conditions precedent ("Conditions Precedent for the Benefit of the Seller") set forth in this Section 5. Any of the Conditions Precedent for the Benefit of the Seller may be waived by the Seller unilaterally; and if so waived, such conditions shall be of no further effect hereunder. Any such waiver shall be effective only if the same is expressly waived by Seller by either: (i) email from the Seller to the Purchaser and Escrow Agent; or (ii) in a writing signed by the Seller and delivered to the Purchaser and Escrow Agent. If the Conditions Precedent for the Benefit of the Seller set forth in this Section 5 are not satisfied by the deadlines or expressly waived, the Seller (provided the Seller is not in default hereunder) may provide emailed or written notice of the Seller's conditional termination of this Agreement to the Purchaser and Escrow Agent. After receipt of such notice of conditional termination, the Purchaser shall have ten (10) Business Days to cure any non-satisfaction of a condition or other default specified in the notice of conditional termination. If such matter remains unsatisfied or the default remains uncured after the expiration of such ten (10) Business Day period, then this Agreement Instructions shall terminate at the close of business on such tenth (10th) Business Day. In the event of termination of this Agreement (and by operation of law the Escrow) pursuant to this Section 5, then: (w) as set forth in the liquidated damages provision of Section 3(b), above, all rights and liabilities of the Purchaser and the Seller with respect to this Agreement shall immediately terminate except those which specifically survive such termination; (x) Escrow Agent shall deliver the Deposit and all interest thereon to the Seller; (y) Escrow Agent shall return to the Seller all funds or other things deposited in Escrow by the Seller; and (z) Escrow Agent shall return to the Purchaser all funds or other things deposited in Escrow by the Purchaser, less the Deposit and all interest thereon and all fees and costs charged by the Escrow Agent. Notwithstanding the preceding clause (w) of this Section 5, in the event of termination of this Agreement pursuant to this Section 5, the Seller and the Purchaser shall cooperate with one another, execute all documents reasonably necessary and take all reasonable steps as may be required by Escrow Agent in order to accomplish the purposes of this Section 5. The Conditions Precedent for the Benefit of the Seller are:

- (a) Purchaser making the Deposit into Escrow, as set forth in Section 3(a), above.
- (b) The delivery by the Purchaser into Escrow, at least one (1) Business Day prior to Closing of Immediately Available Funds equal to the Purchase Price (less the Deposit and plus or minus expenses and prorations) as required by Section 3(c) above.
- (c) The delivery by the Purchaser into Escrow at least one (1) Business Day prior to Closing of all other documents and instruments required by this Agreement or reasonably required by Escrow to complete the Closing.
- (d) Purchaser not being in default of any of its representations or warranties under this Agreement, or any other material terms or conditions related to Purchaser, and all of the Purchaser's representations and warranties under this Agreement being true and correct as of the Closing Date.

(e) As of the Closing Date, the Purchaser has not made an assignment for the benefit of creditors, filed a bankruptcy petition, been adjudicated insolvent or bankrupt, petitioned a court for the appointment of any receiver of, or trustee for, the Purchaser, or commenced any proceeding relating to the Purchaser under any reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or later in effect.

6. Conditions Precedent for the Benefit of the Purchaser. The Purchaser's obligation to Close shall be conditioned upon the satisfaction or emailed or written waiver by the Purchaser of all of the conditions precedent ("Conditions Precedent for the Benefit of the Purchaser") set forth in this Section 6. Any of the Conditions Precedent for the Benefit of the Purchaser may be waived by the Purchaser unilaterally; and if so waived, such conditions shall be of no further effect hereunder. Any such waiver shall be effective only if the same is expressly waived by email from the Purchaser to the Seller and Escrow Agent or in writing signed by the Purchaser and delivered to the Seller and Escrow Agent. If the Conditions Precedent for the Benefit of the Purchaser are not satisfied by the deadlines set forth in this Section 6 or expressly waived, the Purchaser (provided the Purchaser is not in default hereunder) may provide emailed or written notice of the Purchaser's conditional termination of this Agreement to the Seller and Escrow Agent. After receipt of such notice of conditional termination, the Seller shall have ten (10) Business Days to cure any non-satisfaction of a condition or other default specified in the notice of conditional termination. If such matter remains unsatisfied or the default remains uncured after the expiration of such ten (10) Business Day period, then this Agreement shall terminate at the close of business on such tenth (10th) Business Day. In the event of termination of this Agreement (and by operation of law the Escrow) pursuant to this Section 6, then: (w) the same shall be a default by the Seller; (x) Escrow Agent shall return to the Seller all funds or other things deposited in Escrow by the Seller; (y) Escrow Agent shall upon receipt of unilateral notice from the Purchaser, return to the Purchaser all funds or other things deposited in Escrow by the Purchaser; and (z) all fees and costs charged by the Escrow Agent shall be paid by the Seller. Purchaser is not waiving any default by the Seller and nothing contained in this Section 6, including, without limitation, the immediately foregoing sentence shall be a waiver of any right of Purchaser to recover damages from the Seller for any default by Seller hereunder. Notwithstanding the foregoing clause (w) of this Section 6, in the event of termination of this Agreement pursuant to this Section 6, the Purchaser and the Seller shall cooperate with one another, execute all documents reasonably necessary and take all reasonable steps as may be required by Escrow Agent in order to accomplish the purposes of this Section 6. The Conditions Precedent for the Benefit of Purchaser are:

(a) The deposit by the Seller into Escrow at least one (1) Business Day prior to Closing of the Grant Deed, duly executed and acknowledged, conveying fee simple title to the Property to the Purchaser.

(b) The deposit by the Seller into Escrow at least one (1) Business Day prior to Closing of the Assignment, duly executed, conveying title to the Personal Property to the Purchaser.

(c) The deposit by Seller into Escrow at least one (1) Business Day prior to Closing of a duly executed affidavit in the form prescribed by federal regulations that Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7761(a)(30) of the Internal Revenue Code of 1986, as amended.

(d) The deposit by Seller into Escrow at least one (1) Business Day prior to Closing of a duly executed California Form 593(c) or other evidence that withholding of any portion of the Purchase Price is not required by the Revenue and Taxation Code of California with respect to Seller.

(e) The deposit by the Seller into Escrow at least one (1) Business Day prior to Closing of all additional documents and instruments as are reasonably required by the Escrow Agent to complete the Closing.

(f) The Escrow Agent is prepared and obligated to issue the Title Policy in Purchaser's favor, upon the recordation of the Grant Deed and there are no exceptions to the Title Policy, except for the Permitted Exceptions.

(g) As of the Closing Date, there exists no lease, tenancy or occupancy agreement affecting the Property, except for the Property Documents.

(h) Seller not being in default of any of its representations or warranties under this Agreement, or any other material terms or conditions related to Seller, and all of Seller's representations and warranties under this Agreement being true and correct as of the Closing Date.

(i) As of the Closing Date there is not pending, or threatened to be pending, any action or proceeding by any person or before any government authority, the outcome of which could prohibit the use of the Property as intended by the Purchaser.

(j) The Escrow Agent is prepared and obligated to issue the Title Policy in Purchaser's favor, upon the recordation of the Grant Deed and there are no exceptions to the Title Policy, except for the Permitted Exceptions.

(k) The Purchaser shall have obtained an appraisal of the Property and (i) such appraisal has been formally approved by the State of California Natural Resources Agency in writing; and (ii) the State of California Natural Resources Agency has disbursed all of the California River Parkways Grant Program funds to the Purchaser as described in State of California Natural Resources Agency Grant Agreement No. R86203-0.

7. Representations, Warranties and Covenants; Waivers and Releases. When making the representations and warranties set forth in this Section 7, each party making a representation and/or warranty represents that the same are true, correct and complete as of the date hereof and shall be and are true, correct and complete as of the Closing Date. The representations and warranties shall survive the Closing.

(a) Representations and Warranties Regarding Authority. The Seller and the Purchaser each hereby represents and warrants to the other that this Agreement and all documents or instruments executed by them which are to be delivered at or prior to the Closing are, or on the Closing Date will be, duly authorized, executed and delivered by the Seller or the Purchaser, as applicable.

(b) Representations and Warranties Regarding Enforceability of Agreement. The Seller and the Purchaser each hereby represents and warrants to the other that this Agreement and all documents required hereby to be executed by them shall be valid, legally binding obligations of, and enforceable against, the Seller or the Purchaser, as applicable, in accordance with their terms.

(c) Representations and Warranties Pertaining to Legal Matters. The Seller hereby represents and warrants to the Purchaser that:

(1) The Seller is the sole owner of the fee title interest to the Real Property.

(2) To the current actual knowledge of Seller, there is no pending or threatened proceeding in eminent domain or otherwise, which would adversely affect the Property, or any portions thereof.

(d) Seller Representations and Warranties Pertaining to Options. As of the Effective Date, Seller hereby represents and warrants to the Purchaser that no person has any option or right of first refusal to purchase Seller's interest in the Property or any parts thereof.

(e) Seller Representation and Warranty Regarding Operation of the Property. The Seller hereby represents and warrants to the Purchaser that to the current actual knowledge of Seller, the Property Documents and the Permitted Exceptions constitute all of the oral and written agreements or understandings concerning the Property by which the Purchaser would be bound following the Closing.

(f) Seller Representations and Warranties Regarding Discovery of New Information. The Seller hereby represents and warrants to the Purchaser that if the Seller discovers any information or facts prior to Closing that would materially change any of the foregoing representations and warranties or cause any of the foregoing representations and warranties to be untrue or misleading in any respect, the Seller will promptly give the Purchaser notice of those facts and information.

(g) AS IS CONDITION. PURCHASER HEREBY ACKNOWLEDGES, REPRESENTS, WARRANTS, COVENANTS AND AGREES THAT AS A MATERIAL INDUCEMENT TO SELLER TO EXECUTE AND ACCEPT THIS AGREEMENT AND IN CONSIDERATION OF THE PERFORMANCE BY SELLER OF ITS DUTIES AND OBLIGATIONS UNDER THIS AGREEMENT THAT, EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 7 OF THIS AGREEMENT, THE SALE OF THE PROPERTY HEREUNDER IS AND WILL BE MADE ON AN "AS IS, WHERE IS" BASIS, SELLER HAS NOT MADE, DOES NOT MAKE AND

SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, FUTURE OR OTHERWISE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO: (1) THE EXISTENCE OF HAZARDOUS MATERIALS OR MOLD UPON THE PROPERTY OR ANY PORTION THEREOF; (2) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND FAULTING; (3) WHETHER OR NOT AND TO THE EXTENT TO WHICH THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD; (4) DRAINAGE; (5) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORING; (6) USES OF ADJOINING PROPERTIES; (7) THE VALUE, COMPLIANCE WITH THE PLANS AND SPECIFICATIONS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTION, DURABILITY, STRUCTURAL INTEGRITY, OPERATION, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY RIGHTS OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, WHETHER OR NOT THE IMPROVEMENTS COMPLY WITH THE REQUIREMENTS OF TITLE III OF THE AMERICANS WITH DISABILITIES ACT OF 1990, 42 U.S.C. §§ 12181-12183, 12186(B) – 12189 AND RELATED REGULATIONS; (8) THE PRESENCE OF HAZARDOUS MATERIALS IN OR ON, UNDER OR IN THE VICINITY OF THE PROPERTY; (9) THE SQUARE FOOTAGE OF THE PROPERTY OR THE IMPROVEMENTS THEREON; (10) IMPROVEMENTS AND INFRASTRUCTURE, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE ROOF, FOUNDATION, FIXTURES, AND PERSONAL PROPERTY, IF ANY; (11) DEVELOPMENT RIGHTS AND EXTRACTATIONS; (12) WATER OR WATER RIGHTS; (13) THE DEVELOPMENT POTENTIAL FOR THE PROPERTY; (14) THE ABILITY OF PURCHASER TO REZONE THE PROPERTY OR CHANGE THE USE OF THE PROPERTY; (15) THE ABILITY OF PURCHASER TO ACQUIRE ADJACENT PROPERTIES; (16) THE EXISTENCE AND POSSIBLE LOCATION OF ANY UNDERGROUND UTILITIES; (17) THE EXISTENCE AND POSSIBLE LOCATION OF ANY ENCROACHMENTS; (18) WHETHER THE IMPROVEMENTS ON THE PROPERTY WERE BUILT, IN WHOLE OR IN PART, IN COMPLIANCE WITH APPLICABLE BUILDING CODES; (19) THE STATUS OF ANY LIFE-SAFETY SYSTEMS IN THE IMPROVEMENTS ON THE PROPERTY; (20) THE CHARACTER OF THE NEIGHBORHOOD IN WHICH THE PROPERTY IS SITUATED; (21) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, RULES, REGULATIONS OR LAWS, BUILDING, FIRE OR ZONING ORDINANCES, CODES OR OTHER SIMILAR LAWS; AND/OR (22) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (PURCHASER AFFIRMING THAT PURCHASER HAS NOT RELIED ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT SELLER MAKES NO WARRANTY THAT

THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE). NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, SELLER IS NOT RELEASED FROM ANY LIABILITY TO PURCHASER FOR FRAUD OR BREACH OF ANY EXPRESS COVENANT, REPRESENTATION OR WARRANTY SET FORTH IN THIS AGREEMENT.

PURCHASER ACKNOWLEDGES THAT AS OF THE EXPIRATION OF THE DUE DILIGENCE PERIOD, PURCHASER SHALL HAVE COMPLETED ALL PHYSICAL AND FINANCIAL EXAMINATIONS RELATING TO THE ACQUISITION OF THE PROPERTY HEREUNDER (IT BEING ACKNOWLEDGED AND AGREED THAT PURCHASER SHALL BE DEEMED TO HAVE INSPECTED EACH APARTMENT UNIT WITHIN THE PROPERTY) AND WILL ACQUIRE THE SAME SOLELY ON THE BASIS OF SUCH EXAMINATIONS AND THE TITLE INSURANCE PROTECTION FOR THE PROPERTY AFFORDED BY THE TITLE POLICY, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, AND SUBJECT TO SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 7 OF THIS AGREEMENT. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, AND SUBJECT TO SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT. SELLER SHALL NOT BE LIABLE FOR ANY NEGLIGENT MISREPRESENTATION OR FAILURE TO INVESTIGATE THE PROPERTY NOR SHALL SELLER BE BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, APPRAISALS, ENVIRONMENTAL ASSESSMENT REPORTS, OR OTHER INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY SELLER, OR ANY REAL ESTATE BROKER, AGENT, REPRESENTATIVE, EMPLOYEE, SERVANT OR OTHER PERSON ACTING ON SELLER'S BEHALF EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 7 OF THIS AGREEMENT. IT IS ACKNOWLEDGED AND AGREED THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, SELLER IS NOT RELEASED FROM ANY LIABILITY TO PURCHASER FOR FRAUD OR BREACH OF ANY COVENANT, REPRESENTATION OR WARRANTY SET FORTH IN THIS AGREEMENT.

PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT PURCHASER IS FULLY AWARE OF THE AGE OF THE PROPERTY, THAT OVER TIME VARIOUS EVENTS MAY HAVE OCCURRED ON THE PROPERTY WHICH EVENTS MAY BE TYPICAL AND/OR ATYPICAL OF EVENTS OCCURRING TO OTHER PROPERTIES OF SIMILAR AGE TO THE PROPERTY AND SIMILARLY LOCATED IN THE CITY OF SAN DIEGO AND/OR THE COUNTY OF SAN DIEGO, CALIFORNIA, AND THAT SUCH EVENTS MAY INCLUDE, WITHOUT LIMITATION, SLAB LEAKS, MOLD, FIRE, SHIFTING, AND VIOLATIONS OF LAWS, ORDINANCES, RULES, REGULATIONS,

PERMITS, APPROVALS, LICENSES AND/OR ORDERS OF GOVERNMENTAL AGENCIES WITH JURISDICTION OVER THE PROPERTY.

THE CLOSING OF THE PURCHASE OF THE PROPERTY BY PURCHASER HEREUNDER SHALL BE CONCLUSIVE EVIDENCE THAT: (A) PURCHASER HAS FULLY AND COMPLETELY INSPECTED (OR HAS CAUSED TO BE FULLY AND COMPLETELY INSPECTED) THE PROPERTY; AND (B) PURCHASER ACCEPTS THE PROPERTY AS BEING IN GOOD AND SATISFACTORY CONDITION AND SUITABLE FOR PURCHASER'S PURPOSES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT FOR RELIANCE ON THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, PURCHASER SHALL PERFORM AND RELY SOLELY UPON ITS OWN INVESTIGATION CONCERNING ITS INTENDED USE OF THE PROPERTY, AND THE PROPERTY'S FITNESS THEREFOR. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER'S COOPERATION WITH PURCHASER WHETHER BY PROVIDING DOCUMENTS RELATING TO THE PROPERTY OR PERMITTING INSPECTION OF THE PROPERTY, SHALL NOT BE CONSTRUED AS ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE PROPERTY, OR WITH RESPECT TO THE ACCURACY, COMPLETENESS, OR RELEVANCE OF THE DOCUMENTS PROVIDED TO PURCHASER BY SELLER IN RELATION TO THE PROPERTY, PROVIDED THAT THE FOREGOING SHALL NOT BE A LIMITATION OR MODIFICATION OF THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT.



 Seller's Initials



 Purchaser's Initials

8. Condemnation of the Property.

(a) Condemnation. If between the Effective Date and the Closing Date, any condemnation or eminent domain proceedings are commenced that will result in the taking of any part of the Property, Purchaser may, at Purchaser's election, either:

(1) Terminate this Agreement by giving written or emailed notice to the Seller and the Escrow Agent (in which event all remaining funds or other things deposited in Escrow by Purchaser, including without limitation, the Deposit, shall be returned to the Purchaser immediately from Escrow, and all fees and costs charged by the Escrow Agent shall be paid one-half (1/2) by the Seller and one-half (1/2) by the Purchaser); or

(2) Proceed with the Closing and have Seller assign to Purchaser all of Seller's right, title and interest to any award made for the condemnation or eminent domain action.

(b) Notice. If Seller obtains notice of the commencement of or the threatened commencement of eminent domain or condemnation proceedings with respect to the Property, Seller shall notify the Purchaser in writing.

Email: wfs@candslaw.net

To Seller:

Sayheune Phomsavanh
 140 W 18th St
 National City, CA 91950
 Email: snewelding@sbcglobal.net

12. Prorations. Real property taxes and assessments, utility costs, service and maintenance contract payments for contracts that are being assumed by the Purchaser (which assumption shall be of all service and maintenance and similar type contracts with regard to the Property to the extent same are assignable), and other expenses of operating the Property (provided, however, no proration shall be made with regard to any capital improvements, as determined in accordance with generally accepted accounting principles) shall be prorated as of the close of Escrow. Sellers shall pay all real property taxes and assessments applicable to the period prior to the close of Escrow, and if any such taxes are unpaid after the close of Escrow, then Sellers shall pay them promptly and in any event within ten (10) days after Purchaser's request (which shall include a copy of the relevant tax bill).

13. General Provisions.

(a) Governing Law. This Agreement shall be interpreted and construed in accordance with California law.

(b) Counterparts. 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.

(c) Captions. The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions of this Agreement.

(d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, heirs and permitted assigns.

(e) Modifications; Waiver. No waiver, modification, amendment, discharge or change of this Agreement shall be valid unless it is in writing and signed by the party against which the enforcement of the modification, waiver, amendment, discharge or change is sought.

(f) Entire Agreement. This Agreement contains the entire agreement between the parties relating to Purchaser's acquisition of the Property from Seller and all prior or contemporaneous agreements, understandings, representations or statements, oral or written, are superseded.

(g) Partial Invalidity. Any provision of this Agreement which is unenforceable, invalid, or the inclusion of which would adversely affect the validity, legality, or enforcement of

this Agreement shall have no effect, but all the remaining provisions of this Agreement shall remain in full effect.

(h) Survival; No Merger. This Agreement, including without limitation, all representations, warranties, covenants, agreements, indemnities and other obligations of Seller and Purchaser in this Agreement, shall survive the Closing of this transaction and will not be merged into the Grant Deed or any other document.

(i) No Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties to this Agreement and their respective successors and assigns, any rights or remedies.

(j) Time Of Essence. Time is of the essence in this Agreement.

(k) Attorneys' Fees. The parties agree that the prevailing party in litigation for the breach and/or interpretation and/or enforcement of the terms of this Agreement shall be entitled to their reasonable expert witness fees, if any, as part of their costs of suit, and attorneys' fees as may be awarded by the court, pursuant to California Code of Civil Procedure ("CCP") Section 1033.5 and any other applicable provisions of California law, including, without limitation, the provisions of CCP Section 998. All claims, disputes, causes of action or controversies shall be subject solely to the jurisdiction of the San Diego Superior Court, Downtown Branch.

(l) Relationship. Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create a relationship of principal and agent or partnership or a joint venture between Purchaser and Seller or between either or both of them and any third party.

(m) Recording. This Agreement shall not be recorded.

(n) Purchaser Approval. Where this Agreement refers to an action or approval of the Purchaser, it shall mean the approval of the Executive Director of the Purchaser, or designee, unless otherwise provided.

(o) Exhibits and Recitals Incorporated. All exhibits referred to in this Agreement are hereby incorporated in this Agreement by this reference, regardless of whether or not the exhibits are actually attached to this Agreement. The Recitals to this Agreement are hereby incorporated in this Agreement by this reference.

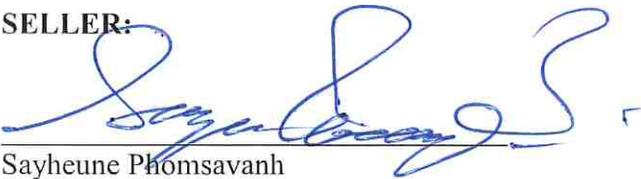
(p) Independent Counsel. Seller and Purchaser each acknowledge that: (i) they have been given the opportunity to be represented by independent counsel in connection with this Agreement; (ii) they have executed this Agreement with the advice of such counsel, if such counsel was retained; and (iii) this Agreement is the result of negotiations between the parties hereto and the advice and assistance of their respective counsel, if such counsel was retained. The fact that this Agreement was prepared or negotiated by Purchaser's or Seller's counsel as a matter of convenience shall have no import or significance. Any uncertainty or ambiguity in this Agreement

shall not be construed against either party due to the fact that Purchaser's or Seller's counsel prepared or negotiated this Agreement in its final form.

(q) Capacity and Authority. All individuals signing this Agreement for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, represent and warrant to the other party that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

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

SELLER:

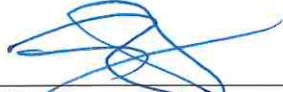


Sayheune Phomsavanh

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

PURCHASER:

City of National City

By: 

Brad Raulston, City Manager

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney


By: _____
Roberto M. Contreras
Deputy City Attorney

Exhibit A

Legal Description of the Property

All that certain real property situated in the City of National City, County of San Diego, State of California, described as follows:

Lots 1 through 4, inclusive, in Block 46 of National City, according to Map thereof No. 348, filed in the Office of the County Record of San Diego County, on October 2, 1882.

**AMENDMENT TO
PURCHASE AND SALE AGREEMENT
(140 West 18th Street)**

THIS AMENDMENT TO PURCHASE AND SALE AGREEMENT (“Amendment”) is dated as of the 17th day of March, 2021, by and between Sayheune Phomsavanh, an individual (“Seller”), and the City of National City (“Purchaser”).

RECITALS

A. The Seller and Purchaser are all of the parties to that certain Purchase and Sale Agreement (140 West 18th Street), dated as of November 25, 2019 (“Agreement”).

B. The Seller and Purchaser desire to amend the Agreement as set forth herein. All terms not defined in this Amendment shall have the meanings set forth in the Agreement. In the event of any conflict between the Agreement and this Amendment, the terms of this Amendment shall control.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the Seller and Purchaser hereby amend the Agreement, and agree, promise and declare as follows:

1. Restatement of Definition of Closing Date. The definition of “Closing Date” set forth in Section 2 of the Agreement is hereby amended and restated in its entirety to provide as follows:

“Closing Date” means the close of Escrow as provided herein, which shall be one (1) Business Day after the latest of: (i) the date all of the Conditions Precedent for the Benefit of the Seller have been satisfied; and (ii) the date all of the Conditions Precedent for the Benefit of the Purchaser have been satisfied. The Closing shall occur on June 30, 2021.

2. Amendment of Section 3(e). Section 3(e) of the Agreement is hereby amended to add the following at the end of such Section 3(e):

Requests for disbursements of relocation costs shall be made to:

Jose Lopez, PE
Deputy City Engineer
City of National City
Engineering & Public Works Department
1243 National City Blvd
National City, CA 91950
Office: (619) 336-4380
Direct: (619) 336-4312
Fax: (619) 339-4397
E-mail: jlopez@nationalcityca.gov

3. 1033 Exchange. The Purchaser has the power of eminent domain, the Purchaser's acquisition of the Property falls within the scope of that eminent domain power, and the Purchaser understands that the Seller is agreeing to sell the Property under threat of condemnation made concurrently with the parties' entering into the Agreement and in lieu of the Purchaser condemning the Property. Purchaser agrees to reasonably cooperate with the Seller in structuring and documenting the sale of the Property to effect a tax deferred exchange in accordance with the provisions of Section 1033 of the Internal Revenue Code and its corresponding regulations. Such cooperation shall be at no cost to the Purchaser.

4. Deposit of Grant Deed. Concurrently with the execution and delivery of this Amendment, the Seller execute, notarize and shall cause the "Grant Deed," as defined in the Agreement, to be delivered to the Escrow Agent.

5. General Provisions.

(a) Severability. If any provision of this Amendment is deemed to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be severed from the rest of this Amendment and the remaining provisions shall continue in full force and effect.

(b) Recitals Incorporated. The Recitals to this Amendment are hereby incorporated into this Amendment by this reference.

(c) Counterparts. This Amendment may be executed in any number of counterparts and, as so executed, the counterparts shall constitute one and the same agreement. The parties agree that each such counterpart is an original and shall be binding upon all the parties, even though all of the parties are not signatories to the same counterpart.

(d) Conflicts. In the event of any conflict between the Agreement and this Amendment, this Amendment shall control.

(e) Signature Authority. All individuals signing this Amendment for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, represent and warrant to the other party that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

SELLER:


Sayheune Phomsavanh

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

PURCHASER:
City of National City

By: _____
Brad Raulston, City Manager

APPROVED AS TO FORM:
Charles Bell Jr., City Attorney

By: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of San Diego }

On April 6, 2021 before me, I.M. Cruz, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Jayheune Phomsavanh
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Amendment to Purchase & Sale Agreement
Document Date: 3/17/2021 Number of Pages: 3
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

Recording Requested By:

When Recorded Mail To And Mail Tax Statements To:

City of National City
1243 National City Boulevard
National City, California 91950
Attn: City Manager

APN: 560-202-01-00

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$0.00; CITY TRANSFER TAX n/a

-] computed on the consideration or full value of property conveyed, OR
-] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
-] unincorporated area; City of National City, and
-] Exempt from transfer tax; Reason: Calif. Rev. & Tax. Code §11922

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES:

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Sayheune Phomsavanh, an individual (“Grantor”)

hereby grants to

City of National City (“Grantee”)

All of that certain real property (“Burdened Property”) in the City of National City, County of San Diego, State of California described as:

Lots 1 through 4, inclusive, in Block 46 of National City, according to Map thereof No. 348, filed in the Office of the County Record of San Diego County, on October 2, 1882.

The Grantor makes this conveyance subject to the following:

The Burdened Property is being purchased in part or in whole with grant funds provided by the State of California under the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68). The Burdened Property currently consists of an 11,500 square foot industrially used lot. Grantee desires and intends that in order to provide public benefit and meet the terms of the funding, the Burdened Property shall be used for purposes consistent with funding.

The restrictions imposed on the Burdened Property shall run with the land and pass with each and every portion of the Burdened Property, and shall apply to and bind the respective successors in interest.

Use of Burdened Property shall exclusively be for restoration to a more natural state (native habitat, floodplain, building removal) and passive recreation (walking and biking), so long as such management and maintenance complies with federal and state laws and regulations. If access for the public ever needs to change location, scope, or scale, owner will seek consent from the State of California, acting by and through the Natural Resources Agency or their successors in interest.

The Burdened Property(including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as the purposes for which the funding was awarded are expressly assumed by the purchaser as part of the purchase agreement and prior to the close of escrow.

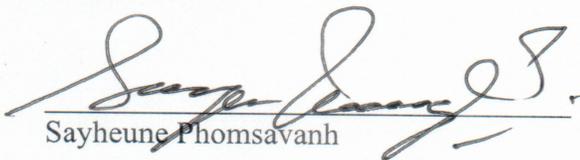
Responsibilities to maintain and operate the Burdened Property in accordance with these restrictions may be assigned only upon the written approval of the State, acting by and through the Natural Resources Agency or their successors in interest.

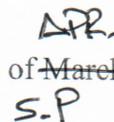
Obligations for operation and maintenance of the Burdened Property may be excused only upon the written approval of the State acting by and through the Natural Resources Agency or their successors in interest, and only for good cause. Good cause includes, but is not limited to, natural disasters that destroy the Burdened Property improvements and render the project obsolete or impracticable to rebuild. Good cause shall not include more expedient or economically beneficial development.

The Grantee shall not use or allow the use of any portion of the Burdened Property for mitigation without the written permission of the State acting by and through the Natural Resources Agency or their successors in interest.

The Grantee shall not use or allow the use of any portion of the Burdened Property as security for any debt.

GRANTOR:


Sayheune Phomsavanh


Dated as of ~~March~~ ^{APR} 6, 2021
S-P

ACCEPTANCE

This is to certify that the interest(s) in real property conveyed by this instrument to the City of National City, are hereby accepted by the undersigned officer on behalf of the City of National City, pursuant to authority conferred by resolution of the City of National City adopted on _____, 2021, and the grantee consents to recordation thereof by its duly authorized officer.

City of National City

By: _____
Brad Raulston, City Manager

Dated: _____, 2021

APPROVED AS TO FORM:
Charles Bell Jr., City Attorney

By: _____

ACKNOWLEDGMENT

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

State of California)
)
County of San Diego)

On April 6, 2021, 2021, before me, I.M. CRUZ, notary public, personally appeared Sayheune Phomsavanh who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



ACKNOWLEDGMENT

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

State of California)
)
County of San Diego)

On _____, 2021, before me, _____, notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE PURCHASE AND SALES AGREEMENT AND ACCEPTING THE GRANT DEED FROM SAYHEUNE PHOMSAVANH FOR THE PURCHASE OF PROPERTY LOCATED AT 140 WEST 18TH STREET

WHEREAS, the City of National City (“City”) received a California Natural Resources Agency Grant (“Grant”) to purchase the property located at 140 West 18th Street, which is adjacent to the newly created Paradise Creek Park, to convert it to a river parkway; and

WHEREAS, the First Amendment to the Purchase and Sales Agreement will clarify the relocation reimbursement process and will direct all receipts to be presented to the City’s Engineering Department for reimbursement not-to-exceed \$100,000 in relocation costs; and

WHEREAS, the First Amendment to the Purchase and Sales Agreement will extend the closing date to June 30, 2021, from July 1, 2020; and

WHEREAS, the Grant Deed requires a City Council Resolution for acceptance so that it may be recorded at the close of escrow.

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

Section 1: City Council authorizes the City Manager to execute the First Amendment to the Purchase and Sales Agreement and accepting the Grant Deed from Sayheune Phomsavanh for the purchase of property located at 140 West 18th Street.

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

PASSED and ADOPTED this 4th day of May, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City Approving the Settlement and Release Agreement between Justin Perez and the City of National City. \(City Attorney\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 4, 2021

AGENDA ITEM NO. _____

ITEM TITLE:

Resolution of the City Council of the City of National City approving the settlement and release agreement between Justin Perez and the City of National City.

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

PHONE: 4222

DEPARTMENT: Charles E. Bell, Jr.,
City Attorney

APPROVED BY: _____



EXPLANATION:

On or about July 19, 2019, Plaintiff Justin Perez filed suit against the City of National City alleging personal injury arising from a trip and fall accident on April 24, 2019. The suit is titled Justin Perez v. City of National City, San Diego Superior Court, Case No. 37-2019-00037384-CU-PO-CTL ("Litigation"). On April 7, 2021, Plaintiff Justin Perez signed a Settlement and Release Agreement, agreeing to resolve this litigation. April 20, 2021, City Council convened in Closed Session and voted unanimously to approve the Settlement and Release Agreement.

FINANCIAL STATEMENT:

APPROVED: _____

Finance

ACCOUNT NO.

APPROVED: _____

MIS

Liability Cost Fund No. 627-405-081-032-0000

ENVIRONMENTAL REVIEW:

The proposed action is not a project as defined by the California Environmental Quality Action's section 15378.

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

STAFF RECOMMENDATION:

Adopt Resolution approving the settlement and release agreement between Justin Perez and the City of National City and authorizing payment in the sum of \$34,000.00.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

- Resolution

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING THE SETTLEMENT AND RELEASE AGREEMENT BETWEEN JUSTIN PEREZ AND THE CITY OF NATIONAL CITY

WHEREAS, on or about July 19, 2019, Plaintiff Justin Perez filed suit against the City of National City alleging personal injury arising from a trip and fall accident on April 24, 2019. Plaintiff brought the suit in the Superior Court for the County of San Diego; and

WHEREAS, the suit is titled Justin Perez v. City of National City, San Diego Superior Court, Case No. 37-2019-00037384-CU-PO-CTL (“Litigation”); and

WHEREAS, in Closed Session on April 20, 2021, the City Council, by the following votes: Yeas, 5; Nays, 0; Absent, 0; authorized settlement on the Litigation in the amount of \$34,000.00 and pursuant to such other terms more fully set forth in the Settlement Agreement.

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

Section 1: Authorizes the Finance Director to pay the sum of thirty-four thousand dollars (\$34,000.00) from the Liability Cost Fund No. 627-405-081-032-0000, in settlement of each and every claim for damages, interest, costs, and fees of any type against City of National City, its agents and employees, arising from the complaint filed by Plaintiff Justin Perez.

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

PASSED and ADOPTED this 4th day of May, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City initiating proceedings for the levy and collection of assessments for Landscape Maintenance District No. 1 \(Mile of Cars\) for Fiscal Year 2021/22. \(Planning\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 4, 2021

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City initiating proceedings for the levy and collection of assessments for Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2021/22.

PREPARED BY: Martin Reeder, Principal Planner
PHONE: 619-336-4313 *MR*

DEPARTMENT: Community Development
APPROVED BY: 
Armando Vergara
Director of Comm. Dev.

EXPLANATION:

The City formed the Mile of Cars Landscape Maintenance District No. 1 in 1995 to provide for the maintenance, operations, and servicing of certain improvements in the District, including landscaping, signage, and lighting. Each year, the City Council considers the adoption of resolutions to allow the District to continue operating with funding through a special tax levy on properties within the District.

The resolution would initiate proceedings for the District for Fiscal Year 2021/22. The Mile of Cars Association has approved the scope of work, the proposed assessment, and the District budget based on the Engineer's Report, an annual report that identifies the assessment to be levied and the work program to be conducted by the Mile of Cars Landscape Maintenance District. There are no changes or additions to the maintained improvements for the coming fiscal year. The proposed total assessment of \$155,463.48 is the same as the prior year's total assessment. The City's consultant and City administrative costs are paid from the District's assessment funds.

FINANCIAL STATEMENT: Not applicable

APPROVED: _____ **FINANCE**

ACCOUNT NO. N/A

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This activity is not a project as defined in Section 15378 of the California Code of Regulations; therefore, no further action is required under the California Environmental Quality Act.

ORDINANCE: INTRODUCTION FINAL ADOPTION Not applicable.

STAFF RECOMMENDATION:

Adopt the resolution to initiate proceedings.

BOARD / COMMISSION RECOMMENDATION:

Not applicable.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS) FOR THE FISCAL YEAR 2021/2022

WHEREAS, the City Council previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City's Landscape Maintenance District No. 1 (Mile of Cars) (the "Assessment District"); and

WHEREAS, the City retained a consultant to assist with the annual levy of the Assessment District and the preparing and filing of an Annual Report; and

WHEREAS, the City Council wishes to initiate proceedings to provide for the levy of assessments for Fiscal Year 2021/2022.

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

Section 1: Annual Report: The consultant has prepared and filed with the City Clerk the Engineer's Report concerning the levy and collection of assessments within the Assessment District for the fiscal year commencing July 1, 2021, and ending June 30, 2022.

Section 2: New Improvements or Changes to Existing Improvements: There are no changes to existing improvements nor are there any items being added to the list of improvements previously approved at the formation of the Assessment District.

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

PASSED AND ADOPTED this 4th day of May, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City approving the Engineer's Report for Landscape Maintenance District No. 1 \(Mile of Cars\) for Fiscal Year 2021/22. \(Planning\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: May 4, 2021

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City approving the Engineer's Report for Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2021/22.

PREPARED BY: Martin Reeder, Principal Planner

PHONE: 619-336-4313



DEPARTMENT: Community Development

APPROVED BY: _____


Armando Vergara
Director of Comm. Dev.

EXPLANATION:

The City formed the Mile of Cars Landscape Maintenance District No. 1 in 1995 to provide for the maintenance, operations, and servicing of certain improvements in the District, including landscaping, signage, and lighting. Each year, the City Council considers the adoption of resolutions to allow the District to continue operating with funding through a special tax levy on properties within the District.

The resolution would approve the Engineer's Report, an annual report that identifies the assessment to be levied and the work program to be conducted by the Mile of Cars Landscape Maintenance District. The Mile of Cars Association has approved the scope of work, the proposed assessment, and the District budget. There are no changes or additions to the maintained improvements for the coming fiscal year. The proposed total assessment of \$155,463.48 is the same as the prior year's total assessment. The City's consultant and City administrative costs are paid from the District's assessment funds.

FINANCIAL STATEMENT: Not applicable

APPROVED: _____ **FINANCE**

ACCOUNT NO. N/A

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This activity is not a project as defined in Section 15378 of the California Code of Regulations; therefore, no further action is required under the California Environmental Quality Act.

ORDINANCE: INTRODUCTION FINAL ADOPTION Not applicable.

STAFF RECOMMENDATION:

Adopt the resolution approving the Engineer's Report.

BOARD / COMMISSION RECOMMENDATION:

Not applicable.

ATTACHMENTS:

1. Engineer's Report
2. Resolution

CITY OF NATIONAL CITY

Fiscal Year 2021/22 Engineer's Report For:

Landscape Maintenance District No. 1 (Mile of Cars)

March 2021

Prepared by:



ATTACHMENT 1

CITY OF NATIONAL CITY LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS)

**1243 National City Boulevard
National City, CA 91950
Phone - (619) 336-4241
Fax - (619) 336-4239**

CITY COUNCIL

Alejandra Sotelo-Solis, Mayor

Jose Rodriguez, Vice Mayor

Marcus Bush, Councilmember

Mona Rios, Councilmember

Ron Morrison, Councilmember

CITY STAFF

Brad Raulston, City Manager

Tony Winney, Deputy City Manager

Martin Reeder, Principal Planner

DISTRICT STAFF

Leslie Larranaga-Britt, Executive Director

NBS

Pablo Perez, Project Director

Adina McCargo, Project Manager

John Egan, Assessment Engineer

TABLE OF CONTENTS

1. Engineer’s Letter	1
2. Overview	2
2.1 Introduction.....	2
2.2 Description of the District Boundaries	2
2.3 Description of Improvements	2
2.4 Description of Maintenance.....	3
3. Estimate of Costs	4
3.1 District Budget.....	4
3.2 Reserves	4
4. Assessment Diagram	6
5. Assessments	7
5.1 Method of Apportionment.....	7
5.2 Maximum Annual Assessment Rates	11
5.3 Assessment Roll.....	12

1. ENGINEER’S LETTER

WHEREAS, the City Council of the City of National City (the “City”), State of California, directed NBS to prepare and file a report presenting plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the maintenance, operations and servicing of the improvements for the City’s Landscape Maintenance District No. 1 (Mile of Cars) (the “District”) for Fiscal Year 2021/22. The report includes a diagram for the District, showing the area and properties proposed to be assessed, an assessment of the estimated costs of the maintenance, operations and servicing the improvements, and the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefit received and

WHEREAS, the assessment for each parcel is in compliance with the Proposition 218 Omnibus Implementation Act and Section 4 of Article XIII D of the California Constitution. The Fiscal Year 2021/22 assessment is not proposed to increase by more than the 10% annual increase approved at formation of the District over the Fiscal Year 2020/21 maximum assessment.

NOW THEREFORE, only special benefits are assessed and any general benefits have been separated from the special benefits for purposes of this report. The following assessment is made to cover the portion of the estimated costs of maintenance, operation and servicing of said improvements to be paid by the assessable real property within the District in proportion to the special benefit received:

Summary of Assessment	Fiscal Year 2021/22 Amounts
Annual Budget	\$169,665.40
(Less) General Benefit Contribution by the City	(14,201.92)
Annual Assessment⁽¹⁾	\$155,463.48

⁽¹⁾ Amount shown is prior to truncating and rounding. Refer to Assessment Roll in Section 5.3 for final total figure.

I, the undersigned, respectfully submit the enclosed Engineer’s Report and, to the best of my knowledge, information and belief, the assessments herein have been prepared and computed in accordance with the assessment methodology adopted and approved by the City Council at the time of District formation.

John Egan, Assessment Engineer

2. OVERVIEW

2.1 Introduction

The City formed the District in 1995 to provide maintenance services to benefit certain parcels in the City. The levies are made pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highway Code (the “Act”).

The City designated the Mile of Cars Association as the entity that maintains and administers the improvements and services funded by the District. The Engineer’s Report (the “Report”) describes the District and the annual assessment per parcel for Fiscal Year 2021/22, which is based on the historical and estimated costs to maintain the improvements and provide the services that benefit parcels within the District.

The word “parcel,” for the purposes of this Report, refers to an individual property assigned its own Assessor’s Parcel Number by the San Diego County Assessor’s Office. The San Diego County Auditor-Controller uses Assessor’s Parcel Numbers and specific Fund Numbers to identify on the tax roll, properties assessed for special district benefit assessments.

Following consideration of public comments at a noticed public hearing, and following review of the Report, the City Council may confirm the Report as submitted, and may order the levy and collection of assessments for Fiscal Year 2021/22. If approved, the assessment information shall be submitted to the County Auditor-Controller, and included on the property tax roll for each benefiting parcel for Fiscal Year 2021/22.

2.2 Description of the District Boundaries

The District’s improvements are generally located along National City Boulevard and bounded by 18th Street to the north and 33rd Street and State Route 54 (SR 54) to the south.

2.3 Description of Improvements

A general description of the improvements to be maintained under these proceedings is described as follows, but, shall not be limited to:

1. Median Improvements
 - Landscape planting and irrigation
 - Colored concrete hardscape
 - Lighting system
 - Graphic panels, banners and signage
 - Painted crosswalks
 - Identification sign at 23rd Street and McKinley Avenue

2. Frontage Improvements

- Improvements to parkways on both sides of National City Boulevard between 18th Street and 33rd Street
- Landscape planting and irrigation
- Colored concrete sidewalks and mow curbs
- Street furniture

2.4 Description of Maintenance

The maintenance of the improvements shall include the furnishing of services and materials for the ordinary and usual maintenance and servicing of the improvements, including but shall not be limited to:

1. General Plant Maintenance

- Mowing, trimming, pruning and weeding
- Watering, including water usage
- Fertilizing
- Plant replacement
- Periodic skinning of palm trees

2. Maintenance of Irrigation System

- Adjustment of timers
- Repair/replacement of worn-out, stolen or malfunctioning equipment

3. Periodic restriping of decorative crosswalks

4. Periodic repainting of metal benches and trash receptacles

5. Periodic repainting and repair of light poles, graphic panels, signage and other miscellaneous equipment

6. Maintenance of electrical system

- Bulb replacement
- Repair/replacement of worn out or malfunctioning equipment
- Electrical energy charges

7. Litter removal

8. Trash pick-up

9. Other repairs of damage caused by vandalism and/or traffic accidents

3. ESTIMATE OF COSTS

3.1 District Budget

The cost of servicing, maintaining, repairing and replacing the improvements as described in the Description of Maintenance are summarized in the table below. Estimated expenditures are shown along with the incidental expenses to be funded by the District.

The following table summarizes the components that make up the Fiscal Year 2021/22 estimate of costs for the District:

Description	Median Improvements	Frontage Improvements	Total
<u>Maintenance Costs</u>			
1. Lawn planting care	\$0.00	\$42,678.29	\$42,678.29
2. Median planting care	21,863.06	0.00	21,863.06
3. Palm tree maintenance	7,500.00	7,500.00	15,000.00
4. Water usage	13,836.67	13,836.67	27,673.34
5. Refurbishment of graphic panels	20,000.00	0.00	20,000.00
6. General maintenance of electrical system/lights	3,046.11	0.00	3,046.11
7. Electrical usage	15,000.00	0.00	15,000.00
8. Refurbishment of decorative crosswalks	250.00	250.00	500.00
9. Reserves	<u>250.00</u>	<u>250.00</u>	<u>500.00</u>
Total Cost of Annual Maintenance:	\$81,745.84	\$64,514.96	\$146,260.80
<u>Incidental Expenses</u>			
A. Administration	\$3,750.00	\$3,750.00	\$7,500.00
B. Other contractual obligations ⁽¹⁾	4,950.00	4,950.00	9,900.00
C. Engineering	0.00	0.00	0.00
D. City expenses	2,750.00	2,750.00	5,500.00
E. Consultant fees	250.00	250.00	500.00
F. County collection fees	<u>2.30</u>	<u>2.30</u>	<u>4.60</u>
Total Incidentals:	\$11,702.30	\$11,702.30	\$23,404.60
Total Estimated Annual Cost:	\$93,448.14	\$76,217.26	\$169,665.40
(Less) General Benefit Contribution⁽²⁾:	<u>(\$7,937.52)</u>	<u>(\$6,264.40)</u>	<u>(\$14,201.92)</u>
TOTAL ANNUAL ASSESSMENT⁽³⁾:	\$85,510.62	\$69,952.86	\$155,463.48

⁽¹⁾ Includes legal, accounting and advertising.

⁽²⁾ General benefit contribution will be funded from other sources and is not being paid from annual assessments.

⁽³⁾ Amounts shown are prior to truncating and rounding. Refer to Assessment Roll in Section 5.3 for final total figure.

3.2 Reserves

The City may establish and collect reserve funds for the District in order to pay for the maintenance and servicing of the improvements prior to December 10 of the fiscal year, or whenever the City expects to receive its apportionment of special assessments and tax collections from the County, whichever is later.

The fund may be allowed to accumulate in anticipation of any unforeseen expenses not included in the yearly maintenance costs.

The following table details the current and projected reserve balances:

Reserve Balance 12/31/2020 ⁽¹⁾	Reserve Collection/Reduction for FY 2021/22	Reserve Balance Projection 6/30/2022
\$98,249.00	\$500.00	\$98,749.00

⁽¹⁾ A portion of the amount shown (\$2,284) is reserve funds held by the City. The remaining portion of reserve funds is held by the District.

4. ASSESSMENT DIAGRAM

The Assessment Diagram sets forth (a) the exterior boundaries of the District and (b) the lines of each lot or parcel of land within the District. The Assessment Diagram further identifies each lot or parcel by a distinctive number or letter. For a detailed description of the lines and dimensions of any lot or parcel, reference is made to the County Assessor's Map applicable for the next fiscal year, which map shall govern for all details concerning the lines and dimensions of such lots or parcels. The following pages provide a copy of the Amended Assessment Diagram for the District.

AMENDED ASSESSMENT DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS)
CITY OF NATIONAL CITY
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF NATIONAL CITY THIS _____ DAY OF _____, 1996.

CITY CLERK
CITY OF NATIONAL CITY
STATE OF CALIFORNIA

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF THE CITY OF NATIONAL CITY THIS _____ DAY OF _____, 1996.

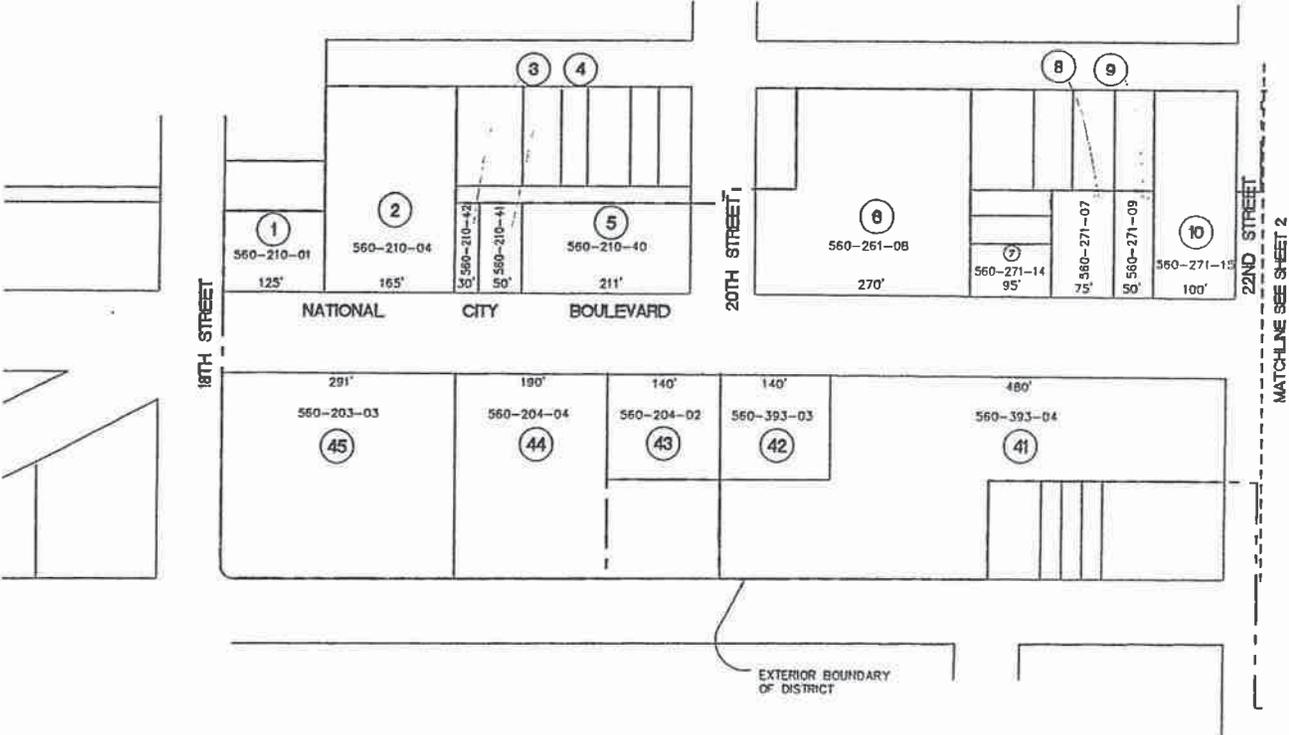
SUPERINTENDENT OF STREETS
CITY OF NATIONAL CITY
STATE OF CALIFORNIA

AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL ON THE LOTS, PIECES, AND PARCELS OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM. SAID ASSESSMENT WAS LEVIED ON THE _____ DAY OF _____, 1996; SAID ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF SAID CITY ON THE _____ DAY OF _____, 1996. REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM.

CITY CLERK
CITY OF NATIONAL CITY
STATE OF CALIFORNIA

FILED THIS _____ DAY OF _____, 1996, AT THE HOUR OF _____ O'CLOCK _____ M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, CALIFORNIA.

COUNTY RECORDER
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



NOTE:
THE FRONTAGE OF EACH PARCEL IS BASED UPON CURRENT COUNTY ASSESSOR'S MAPS AND SHOWN HEREDON TO THE NEAREST FOOT. REFER TO ASSESSOR'S PARCEL MAPS FOR PROPERTY DIMENSIONS NOT SHOWN.

REVISED 8-1-96
REVISED 6-11-97
REVISED 6-19-02
REVISED 6-09-03
REVISED 5-26-04



NASLAND ENGINEERING
CIVIL ENGINEERING • SURVEYING • LAND PLANNING
4740 Ruffner Street, San Diego, California, 92111 • 619-292-7770

AMENDED ASSESSMENT DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS)

CITY OF NATIONAL CITY
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



NOTE:
THE FRONTAGE OF EACH PARCEL IS BASED UPON
CURRENT COUNTY ASSESSOR'S MAPS AND SHOWN
HEREON TO THE NEAREST FOOT. REFER TO ASSESSOR'S
PARCEL MAPS FOR PROPERTY DIMENSIONS NOT SHOWN.

REVISED 8-1-96
REVISED 6-11-97
REVISED 6-19-02
REVISED 6-09-03
REVISED 5-26-04



NASLAND ENGINEERING
CIVIL ENGINEERING • SURVEYING • LAND PLANNING
4740 Ruffner Street, San Diego, California, 92111 • 619-252-7770

AMENDED ASSESSMENT DIAGRAM OF LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS)

CITY OF NATIONAL CITY
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



MATCHLINE SEE SHEET 2
28TH STREET



REVISED 8-1-96
REVISED 6-11-97
REVISED 6-19-02
REVISED 6-09-03
REVISED 5-26-04

NOTE:
THE FRONTAGE OF EACH PARCEL IS BASED UPON
CURRENT COUNTY ASSESSOR'S MAPS AND SHOWN
HEREON TO THE NEAREST FOOT. REFER TO ASSESSOR'S
PARCEL MAPS FOR PROPERTY DIMENSIONS NOT SHOWN.



NASLAND ENGINEERING
 CIVIL ENGINEERING • SURVEYING • LAND PLANNING
 4740 Rollins Street, San Diego, California, 92111 • 619-692-7770

5. ASSESSMENTS

The actual assessments for Fiscal Year 2021/22, apportioned to each parcel as shown on the latest equalized roll at the County Assessor’s office, are listed and submitted at the end of this section. The description of each lot or parcel is part of the records of the County Assessor of the County of San Diego and such records are, by reference, made part of this Report.

5.1 Method of Apportionment

The law requires and the statutes provide that assessments, as levied pursuant to the provisions of the Act, must be based on the benefit that the properties receive from the improvements to be maintained. The statute does not specify the method or formula that should be used in any special assessment district proceedings. The responsibility rests with the Assessment Engineer, who is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation.

The figures in section 5.1 are derived from a Special v. General Benefit Analysis performed in Fiscal Year 2013/14.

5.1.1 IDENTIFY THE BENEFIT

First, it is necessary to identify the benefit that the improvements to be maintained will render to the properties within the boundaries of the District. The improvements significantly improve the visual appearance of the streetscape, making the Mile of Cars a more enjoyable and desirable location for customers. The special signage and lighting provide a unifying theme, benefiting all of the properties within the District.

The District’s improvements and services provide benefits to both those properties within the District boundaries and to the community. The benefit conferred to property within the District will be referred to as an “aesthetic benefit.” The aesthetic benefit provided by the district improvements and services are supported by the City’s General Plan (the “Plan”) and the Citywide Goals and Policies regarding Land Use and Community Character for its districts. The Plan states a desire to, “have the community character integrated and to ensure that physical forms, patterns, and aesthetic features advance the City’s desire for a higher quality of life.” The aesthetic benefits provided by the improvements and services support the following City policies outlined in the Plan:

- Policy LU-5.3: Recognize the diverse needs of the City’s business districts through the development of policies, design guidelines, and implementation measures specific to the unique requirements of each district.
- Policy LU-5.4: Allow for adaptive reuse of vacant car dealerships and the establishment of new compatible uses along the Mile of Cars.
- Policy LU-5.9: Encourage members of the business community to participate in implementing actions to improve business districts.
- Policy LU-5.10: Assist the business community in evaluating the City’s marketing and development potential and in identifying development strategies that are beneficial to the public and private sectors.

- Policy LU-9.1: Design developments along mixed-use and “community corridors” for the comfort and enjoyment of pedestrians and bicyclists. This includes features such as street trees, placing buildings close to the street, de-emphasizing parking lots and garages, limited driveway cuts, traffic-calming features, clearly defined street crossings, adequate lighting, and street furnishings where appropriate.
- Policy LU-9.4: Encourage an overall high-quality streetscape design, where feasible, that promotes narrow roadways, bike lanes; on-street parking, minimal curb cuts; enhanced crosswalks; appropriate sidewalk widths, landscaped medians and parkways; street trees, planters, and wells; street lighting; street furniture; way finding; enhanced paving; public art; and other features that contribute to the desired character for the City, where appropriate.
- Policy LU-11.2: Identify gateways at major entrances to the City using such features as buildings, street trees, welcome signs, decorative lighting, archways, and other design techniques to announce the gateway.
- Policy LU-11.4: Recognize, maintain, and enhance the character and identity of residential neighborhoods and business districts.
- Policy LU-11.7: Encourage residential and businesses to clean and maintain their properties and public spaces to further a sense of ownership and community pride.
- Policy LU-11.8: Require the sensitive placement, screening, and/or treatment of utility meters, boxes, valves, vaults, switches, plumbing, wiring, fences, etc. to eliminate or minimize the aesthetic impact to the neighborhood.
- Policy LU-11.9: Encourage the improvement of existing signage to help promote a more attractive street scene in business districts.

The Plan states these policies are important because a positive community image and quality community design instills a sense of pride and well-being in the community. The aesthetic benefit attained as a result of the services and improvements provided by the District is detailed below.

5.1.2 AESTHETIC BENEFIT

The aesthetic benefit relates to an improvement in the District’s visual appearance as a result of the District improvements and services. The beautification of property within the District can best be described as the ability for the property within the District to develop and operate at the property’s highest and best use. Properties within the District receive the following aesthetic benefits as a result of the District’s improvements and services:

- Uniform and up-to-date streetscape and median and frontage improvements create cohesion throughout the District from 18th Street to SR 54. This District cohesion enhances the experience for all stakeholders.
- The improvements and services enhance the community identity of the Mile of Cars area, which will lead to a stronger and healthier street corridor. The image of the Mile of Cars area is improved by maintaining the median and frontage improvements.
- The District revitalizes and beautifies the Mile of Cars area. This revitalization encourages new business development and existing business retention and expansion which overall reduces vacancies and increases lease rates for property, more specifically, the auto dealerships located within the District.

- The streetscape improvements encourage an increase in activity throughout the District. The Mile of Cars area becomes more pedestrian-friendly, thus improving activity for residents and businesses alike.
- Upgraded median and frontage amenities provided by the District enhance the appearance, desirability, and experience of the properties directly fronting the improvements provided throughout the District.

The streetscape improvements add aesthetic value to property adjacent to the improvements, but the improvements also make the property appear more stable and prosperous. The aesthetic benefit received by properties within the District assists each property in developing and operating at its highest and best use.

5.1.3 SEPARATION OF GENERAL BENEFIT

Section 4 of Article XIID of the California Constitution provides that once a local agency which proposes to impose assessments on property has identified those parcels that will have special benefits conferred upon them and upon which an assessment will be imposed, the local agency must then “separate the general benefits from the special benefits conferred,” and only the special benefits can be included in the amount of the assessments imposed.

General benefit is an overall and similar benefit to the public at large resulting from the improvements and services to be provided. The District improvements and maintenance services, which are more fully presented in Section 2 of this Report, will be provided within the District boundaries only. There will be no improvements or maintenance services provided by the District outside of the District boundaries.

The District provides aesthetic benefits to the properties within the District. However, it is recognized that the District also provides a level of benefit to some property and businesses within close proximity to the District, as well as visitors and individuals passing through the District. Vehicular and pedestrian traffic from property within and outside of the District, as well as individuals passing through the Mile of Cars area, will be able to enjoy the improvements and maintenance services. Therefore, it is necessary to quantify the general benefits created as a result of the District improvements and services. A Special v. General Benefit Analysis was performed in Fiscal Year 2013/14 to quantify said general benefits.

5.1.4 QUANTIFICATION OF GENERAL BENEFIT

As previously mentioned, general benefit is an overall and similar benefit to the public at large resulting from the improvements and services which are funded by the assessment revenue. The District improvements and maintenance services will be provided within the District boundaries only. There will be no improvements or maintenance services provided by the District outside of the District boundaries.

General benefits accrue to individuals “walking through” the District and to vehicles “passing through” the District. Individuals walking through the District are typically people who live in close proximity and whose origin or destination neither begins with nor ends at a parcel within the District. Any walking that begins with or ends at a parcel within the District are considered part of the special benefit for those parcels within the boundaries of the District.

Vehicles passing through the District are those vehicles whose origin or destination neither begins with nor ends at a parcel within the District. Any vehicle trips that begin with or end at a parcel within the District

are considered part of the special benefit for those parcels within the boundaries of the District. For the purposes of this analysis, it was determined that the general benefit quantification should be focused on vehicle trips passing through the District because National City Boulevard is a major thoroughfare which connects and provides access to SR 54.

To quantify and separate the amount of general benefit received by the general population as a result of the improvements and services provided by the assessment revenue, it has been determined that general benefits accrue mainly to vehicles “passing through” the District. Meaning, any vehicle using the City’s streets that lie within the boundaries of the District that is coming or going to a parcel within the District ultimately is not part of the “general public” benefitting from the proposed improvements and services. Accordingly, the separation of general benefits from special benefits will be measured by that estimated portion of vehicle trips “passing through” the District.

In order to determine the estimated portion of the vehicle trips “passing through” the District, trip generation data was collected for each parcel within the boundaries of the District using San Diego County assigned land use codes and property characteristics. Each land use code was categorized and located in the ITE Trip Generation Manuals – 2nd Edition. Using the property characteristics and data gathered from the ITE Trip Generation Manuals, the estimated amount of Average Daily Trips (ADT) was calculated for each parcel within the boundaries of the District. The ADT were then added together for each parcel within the boundaries of the District to arrive at a total amount of vehicle trips generated by the District, which equaled 13,385 ADT.

The total average vehicle trips were then compared to the average vehicle trip generation data detailed in the City of National City Comprehensive Land Use Update (Transportation and Circulation) for the streets running through the District, which equaled 14,825 ADT. The comparison concluded that 90.29% of all vehicle trips passing through the District were coming or going to a parcel within the boundaries of the District, hence 90.29% of all vehicle trips passing through the District are designated as benefiting from the special benefits provided by the District. As a result, 9.71% of all vehicle trips passing through the District are general in nature and hence, do not receive any special benefit from the District.

Pursuant to the Special v. General Benefit Analysis performed in Fiscal Year 2013/14, 9.71% of the benefits of the services are considered general benefit. Accordingly, 90.29% of the benefit from the improvements and services are considered to provide special benefit to the properties within the District and thus are subject to the assessment.

5.1.5 APPORTIONMENT OF COSTS

In further making the analysis, it is necessary that the property owners receive a special and direct benefit distinguished from that of the general public. In this case, an in-depth analysis was performed and several factors are being used in the final method and spread of assessment.

All of the improvements are intended to be of direct benefit to properties within the District. These improvements require significantly more maintenance than normally provided by the City. It is therefore appropriate that the properties receiving the benefit be assessed for the additional cost.

Lineal frontage was assigned as the assessment variable by the original assessment engineer because all of the special aesthetic benefits received by properties within the District from the improvements and services provided, using revenues from the annual assessment levy, can be quantified best by identifying

the lineal frontage of the property along National City Boulevard. Lineal frontage is a tangible property characteristic that clearly ties the aesthetic benefits received by parcels within the District to the amount of frontage of each property, which is where the aesthetic benefit is to be received and realized.

The improvements and maintenance services being provided to and enjoyed by the parcels within the District provide an aesthetic benefit not provided to any parcels outside of the District boundaries. The annual assessment is based upon a parcel's lineal frontage unless otherwise identified by the original assessment engineer, as previously approved by property owners at the formation of the District.

There are generally two categories of improvements to be maintained by the District – the median improvements and the frontage improvements. The median improvements benefit all properties within the District. The improvements to the parkway (referred to herein as Frontage Improvements) benefit those properties which they abut. The specific method of spreading the assessment is described below:

5.1.6 MEDIAN IMPROVEMENTS

1. The total cost for maintenance of the Median Improvements is apportioned to all parcels in the District and is based on the frontage of each parcel along National City Boulevard.
2. Parcel 32 (APN 562-220-11) does not have frontage on National City Boulevard, but receives some benefit from median improvements and maintenance services benefiting properties within the boundaries of the District. As a result, the original assessment engineer determined that the parcel received a lower level of benefit and therefore assigned 100 frontage feet of benefit to the parcel.

5.1.7 FRONTAGE IMPROVEMENTS

1. The total cost for maintenance of the Frontage Improvements is apportioned to all parcels in the District and is based on the frontage of each parcel along National City Boulevard.
2. Parcel 32 (APN 562-220-11) does not have frontage on National City Boulevard. As such, Parcel 32 receives no benefit from the frontage improvements.
3. The frontage of each parcel is determined from current Assessor's maps for the County of San Diego, State of California. All frontage dimensions have been rounded to the nearest foot.

5.2 Maximum Annual Assessment Rates

The maximum annual assessment to be levied on all properties within the District in any fiscal year shall be subject to an annual escalation of up to 10% based upon actual and anticipated expenditures.

The following table shows the historical maximum annual assessment rates.

Fiscal Year	Percentage Increase	Maximum Frontage Rate Per Frontage Foot	Maximum Median Rate Per Frontage Foot	Total Maximum Rate Per Frontage Foot ⁽¹⁾	Total Actual Rate Per Frontage Foot ⁽¹⁾	Actual Percentage Increase
1996/97	N/A	\$3.29	\$6.43	\$9.72	\$9.72	N/A
1997/98	10%	3.62	7.07	10.69	10.69	9.98%
1998/99	10%	3.98	7.78	11.76	11.09	3.74%
1999/00	10%	4.38	8.56	12.94	11.07	-0.18%
2000/01	10%	4.82	9.41	14.23	11.51	3.97%
2001/02	10%	5.30	10.35	15.66	10.52	-8.60%
2002/03	10%	5.83	11.39	17.22	11.03	4.85%
2003/04	10%	6.41	12.53	18.95	11.25	1.99%
2004/05	10%	7.05	13.78	20.84	11.56	2.76%
2005/06	10%	7.76	15.16	22.93	11.68	1.04%
2006/07	10%	8.54	16.68	25.22	12.37	5.91%
2007/08	10%	9.39	18.35	27.74	13.72	10.91%
2008/09	10%	10.33	20.18	30.52	14.79	7.80%
2009/10	10%	11.36	22.20	33.57	16.19	9.47%
2010/11	10%	12.50	24.42	36.93	16.87	4.20%
2011/12	10%	13.75	26.86	40.62	15.75	-6.64%
2012/13	10%	15.12	29.55	44.68	15.80	0.32%
2013/14	10%	16.64	32.51	49.15	15.49	-1.96%
2014/15	10%	18.30	35.76	54.07	15.15	-2.19%
2015/16	10%	20.13	39.33	59.46	15.11	-0.26%
2016/17	10%	22.15	43.27	65.42	15.86	4.96%
2017/18	10%	24.36	47.60	71.96	15.69	-1.07%
2018/19	10%	26.80	52.36	79.16	16.38	4.40%
2019/20	10%	29.48	57.59	87.07	16.76	2.32%
2020/21	10%	32.43	63.35	95.78	17.23	2.80%
2021/22	10%	35.67	69.69	105.36	17.23	0.00%

⁽¹⁾ Rates are truncated.

The annual assessment shall not exceed the maximum assessment, unless the appropriate Proposition 218 proceedings are conducted by the City to authorize an increase beyond the maximum assessment amount. The actual combined annual assessment rate for Fiscal Year 2021/22 is \$17.24, which remains the same as Fiscal Year 2020/21.

5.3 Assessment Roll

The proposed Fiscal Year 2021/22 District assessment roll is listed on the following page.

City of National City
Landscape Maintenance District No. 1 (Mile of Cars)
Assessment Roll
Fiscal Year 2021/22

APN	Owner	Frontage (Feet)	Levy	Misc. Adjustments	Total
560-203-03-00	FUENTES FRANK SEPARATE PROPERTY TRUST 08-13-96	291	5,015.65	(0.01)	5,015.64
560-204-02-00	CAPPS DIANE L & BALL 1998 TRUST	140	2,413.03	(0.01)	2,413.02
560-204-04-00	BALL JOHN D II	190	3,274.82	0.00	3,274.82
560-210-01-00	HATTON RONNIE & HATTON PAM	125	2,154.49	(0.01)	2,154.48
560-210-04-00	L T C PROPERTIES L L C	165	2,843.92	0.00	2,843.92
560-210-40-00	BALL JOHN D & BALL 1998 TRUST	211	3,636.78	0.00	3,636.78
560-210-41-00	BALL JOHN D & BALL 1998 TRUST	50	861.79	(0.01)	861.78
560-210-42-00	L T C PROPERTIES L L C	30	517.07	(0.01)	517.06
560-261-08-00	BALL JOHN D & BALL 1998 TRUST	270	4,653.70	0.00	4,653.70
560-271-07-00	BALL JOHN D & BALL 1998 TRUST	75	1,292.69	(0.01)	1,292.68
560-271-09-00	BALL AUTOMOTIVE GROUP & FIRST AMERICAN TRUST FSB TR	50	861.79	(0.01)	861.78
560-271-14-00	BALL JOHN D & BALL 1998 TRUST	95	1,637.41	(0.01)	1,637.40
560-271-15-00	BALL JOHN D & BALL 1998 TRUST	100	1,723.59	(0.01)	1,723.58
560-330-03-00	S K R B L P	591	10,186.43	(0.01)	10,186.42
560-393-03-00	PNJ PROPERTIES L L C	140	2,413.03	(0.01)	2,413.02
560-393-04-00	FALK PROPERTIES N C L L C	480	8,273.24	0.00	8,273.24
562-021-01-00	POLAKOFF GARY & DIANE 2401 TRUST	100	1,723.59	(0.01)	1,723.58
562-021-07-00	DIAZ LUIS J & MARIA G 2004 FAMILY TRUST 01-28-04	160	2,757.74	0.00	2,757.74
562-031-13-00	BALL JOHN II	110	1,895.95	(0.01)	1,895.94
562-031-14-00	BALL JOHN II	160	2,757.74	0.00	2,757.74
562-090-06-00	WEBSTER GEORGE H SECOND LIVING NON-MARITAL TRUST	270	4,653.70	0.00	4,653.70
562-100-13-00	BALL JOHN II	135	2,326.85	(0.01)	2,326.84
562-100-14-00	WEBSTER GEORGE H SECOND LIVING NON-MARITAL TRUST	135	2,326.85	(0.01)	2,326.84
562-150-13-00	GEN 3 PROPERTIES ONE L L C	209	3,602.31	(0.01)	3,602.30
562-160-07-00	GEN3 PROPERTIES TWO LLC	300	5,170.78	0.00	5,170.78
562-180-32-00	GEN3 PROPERTIES TWO LLC	82	1,413.34	0.00	1,413.34
562-180-33-00	GEN3 PROPERTIES TWO LLC	127	2,188.96	0.00	2,188.96
562-220-11-00	MAG 100 30TH STREET LLC	100	943.30	0.00	943.30
562-220-13-00	MCCUNE MOTORS & MCCREDIE TOD C TRUST 03-28-96 (55%)	230	3,964.26	0.00	3,964.26
562-220-31-00	MCCUNE MOTORS & MCCREDIE TOD C TRUST 03-28-96 (55%)	155	2,671.57	(0.01)	2,671.56
562-220-32-00	FRANK REAL PROPERTIES II LP	314	5,412.08	0.00	5,412.08
562-251-37-00	C V VENTURES L L C	202	3,481.65	(0.01)	3,481.64
562-251-38-00	C V VENTURES L L C	167	2,878.40	0.00	2,878.40
562-252-16-00	ERM FAMILY TRUST 11-19-91 & ERM RUDY JR SEPARATE PROPERTY TRUST 05-17-19	330	5,687.85	(0.01)	5,687.84
562-321-07-00	S O C PROPERTIES L L C	182	3,136.94	0.00	3,136.94
562-321-08-00	CITY OF NATIONAL CITY	148	2,550.91	(0.01)	2,550.90
562-330-43-00	54/NATIONAL SELF STORAGE L L C	40	689.43	(0.01)	689.42
562-330-47-00	NATIONAL CITY BLVD STORAGE LLC	192	3,309.29	(0.01)	3,309.28
562-330-48-00	NATIONAL CITY BLVD STORAGE LLC	133	2,292.37	(0.01)	2,292.36
562-340-09-00	WESTCOTT REVOCABLE TRUST 10-28-14 & PARADISE DEBRA J	300	5,170.78	0.00	5,170.78
562-340-47-00	MOSSY IMPORTS L L C	164	2,826.69	(0.01)	2,826.68
562-340-48-00	MOSSY IMPORTS L L C	436	7,514.86	0.00	7,514.86
562-340-49-00	ESCONDIDO DEVELOPMENT PROPERTIES L L C	291	5,015.65	(0.01)	5,015.64
562-340-50-00	FALK DEBORAH PROPERTIES/PERRY MOTORS/NATIONAL CITY L	300	5,170.78	0.00	5,170.78
562-340-69-00	FRANK REAL PROPERTIES I L P	290	4,998.42	0.00	4,998.42
562-340-70-00	FRANK REAL PROPERTIES I L P	300	5,170.78	0.00	5,170.78
Total	46 Accounts	9,065	\$155,463.25	(\$0.25)	\$155,463.00

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, PRELIMINARILY APPROVING THE ANNUAL REPORT FOR THE LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS) FOR THE FISCAL YEAR 2021/2022

WHEREAS, the City Council previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City's Landscape Maintenance District No. 1 (Mile of Cars) (the "Assessment District"); and

WHEREAS, the City retained a consultant to assist with the annual levy of the Assessment District, and preparing and filing of an annual Engineer's Report; and

WHEREAS, such Engineer's Report has been prepared and filed with the City Clerk's Office.

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

Section 1: City Council approves the Engineer's Report concerning the levy of assessments for the fiscal year commencing July 1, 2021, and ending June 30, 2022.

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

PASSED and ADOPTED this 4th day of May, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City declaring its intention to conduct a public hearing on June 1, 2021 and to levy and collect assessments for Landscape Maintenance District No. 1 \(Mile of Cars\) for Fiscal Year 2021/22. \(Planning\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 4, 2021

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City declaring its intention to conduct a public hearing on June 1, 2021 and to levy and collect assessments for Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2021/22.

PREPARED BY: Martin Reeder, Principal Planner
PHONE: 619-336-4313

DEPARTMENT: Community Development
APPROVED BY: 

Armando Vergara
Director of Comm. Dev.

EXPLANATION:

The City formed the Mile of Cars Landscape Maintenance District No. 1 in 1995 to provide for the maintenance, operations, and servicing of certain improvements in the District, including landscaping, signage, and lighting. Each year, the City Council considers the adoption of resolutions to allow the District to continue operating with funding through a special tax levy on properties within the District.

The resolution would declare the City's intention to conduct a public hearing and to levy and collect assessments on behalf of the District for Fiscal Year 2021/22 based on the Engineer's Report, an annual report that identifies the assessment to be levied and the work program to be conducted by the Mile of Cars Landscape Maintenance District. The Mile of Cars Association has approved the scope of work, the proposed assessment, and the District budget. There are no changes or additions to the maintained improvements for the coming fiscal year. The proposed total assessment of \$155,463.48 is the same as the prior year's total assessment. The City's consultant and City administrative costs are paid from the District's assessment funds.

FINANCIAL STATEMENT: Not applicable

APPROVED: _____ **FINANCE**

ACCOUNT NO. N/A

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This activity is not a project as defined in Section 15378 of the California Code of Regulations; therefore, no further action is required under the California Environmental Quality Act.

ORDINANCE: INTRODUCTION FINAL ADOPTION Not applicable.

STAFF RECOMMENDATION:

Adopt the resolution declaring intent to conduct a public hearing and to levy and collect assessments.

BOARD / COMMISSION RECOMMENDATION:

Not applicable.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. 2021 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA
DECLARING ITS INTENTION TO CONDUCT A PUBLIC HEARING ON JUNE 1, 2021, AND
TO LEVY AND COLLECT ASSESSMENTS FOR THE LANDSCAPE MAINTENANCE
DISTRICT NO. 1 (MILE OF CARS) FOR THE FISCAL YEAR 2021/2022**

WHEREAS, the City Council previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City's Landscape Maintenance District No. 1 (Mile of Cars) (the "Assessment District"); and

WHEREAS, the City has retained a consultant to assist with the annual levy of the Assessment District, and to prepare and file the annual Engineer's Report.

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

Section 1: Intention: The City Council declares its intention to levy and collect assessments within the Assessment District to pay the costs of the Improvements for the fiscal year commencing July 1, 2021, and ending June 30, 2022. The City Council finds that the public's best interest requires such action.

Section 2: Improvements: The Improvements include but are not limited to landscape planting and irrigation, colored hardscape, lighting systems, graphic panels, banners, and signage, painted crosswalks, and street furniture. Services provided include all necessary service, operations, administration, and maintenance required to keep the improvements healthy, vigorous, and satisfactory.

Section 3: Assessment District Boundaries: The boundaries of the Assessment District are as shown by the assessment diagram filed in the City Clerk's office, which map is made a part hereof by reference.

Section 4: Annual Report: Reference is made to the Engineer's Report, on file with the Clerk, for a full and detailed description of the improvements, the boundaries of the Assessment District, and the proposed assessments upon assessable lots and parcels of land within the Assessment District.

Section 5: Notice of Public Hearing: The City Council declares its intention to conduct a Public Hearing concerning the levy of assessments per Section 22629 of the Act. All objections to the assessment, if any, will be considered by the Council. The Public Hearing will be held on Tuesday, June 1, 2021, at 6:00 pm or as soon thereafter as is feasible in the Council Chambers located at 1243 National City Blvd, National City, CA 91950. The Council further orders the City Clerk to publish notice of this Resolution per Section 22626 of the Act.

Section 6: Increase of Assessment: The maximum assessment is not proposed to increase from the previous year above that amount previously approved by the property owners (as "increased assessment" is defined in Section 54954.6 of the Government Code).

Resolution No. 2021 –
Page Two

Section 7: The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolution.

PASSED and ADOPTED this 4th day of May, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Mayor to execute an Amendment to the Lease and Operating Agreement between the City of National City and American Golf Corporation to increase green fees effective May 5, 2021. \(Community Services\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: May 4, 2021

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute an Amendment to the Lease and Operating Agreement between the City of National City and American Golf Corporation to increase green fees effective May 5, 2021.

PREPARED BY: Audrey Denham

PHONE: 619-336-4243

DEPARTMENT: Community Services

APPROVED BY: 

EXPLANATION:

See attached staff report.

FINANCIAL STATEMENT:

ACCOUNT NO.

001-41000-3317 (Rental - Las Palmas Golf Course) - \$10,000

APPROVED: _____ **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

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

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

STAFF RECOMMENDATION:

Adopt the resolution of the City Council of the City of National City authorizing the Mayor to execute an Amendment to the Lease and Operating Agreement between the City of National City and American Golf Corporation to increase fees effective May 5, 2021.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Amendment and insurance
2. AGC letter and market analysis
3. Resolution



City Council Staff Report

May 4, 2021

ITEM

Resolution of the City Council of the City of National City authorizing the Mayor to execute an Amendment to the Lease and Operating Agreement between the City of National City and American Golf Corporation to increase green fees effective May 5, 2021.

EXPLANATION

In May 1984, the City entered into an Agreement with American Golf Corporation (AGC) for the operation of the National City Golf Course. Per the Agreement, fees must be approved by City Council and comparable to competing Southern California public golf courses. The last fee increase was approved by City Council in August 2006, which included an increase to non-resident green fees and an increase in golf cart fees for all users. At the time, resident fees remained the same on weekdays and were reduced by \$1 on the weekends. On April 20, 2021, City Council reviewed AGC request to increase fees and directed staff to renegotiate fees for local school golf teams, and resident fees for juniors, adults, and seniors.

Based on that direction, AGC has submitted an updated request to increase fees effective May 5, 2021. AGC included a competitive market analysis, including fees from the Chula Vista Golf Course, Bonita Golf Course, Enagic Golf Club at Eastlake, and Balboa Park 9 Hole Golf Course. The fee increase covers rising costs in minimum wage, health care benefits, utilities, and food and beverage. As directed by City Council AGC is not increasing green fees for resident golfers. However, golf cart fees are a flat fee for all users so there is a \$4 increase for residents that choose to rent a golf cart.

RECOMMENDATION

Adopt the resolution of the City Council of the City of National City authorizing the Mayor to execute an Amendment to the Lease and Operating Agreement between the City of National City and American Golf Corporation to increase fees effective May 5, 2021.

FISCAL IMPACT

AGC estimates the increase in fees will bring in an additional \$10,000 in revenue to the City.



**AMENDMENT TO THE LEASE AND OPERATING AGREEMENT
BY AND BETWEEN THE CITY OF NATIONAL CITY
AND AMERICAN GOLF CORPORATION**

This Amendment (“Amendment”) to the Lease and Operating Agreement by and between the City of National City and American Golf Corporation (“Agreement”), is entered into this 5th day of May, 2021, by and between the City of National City (the “Landlord”) and American Golf Corporation, a California corporation (“Tenant”).

RECITALS

WHEREAS, the Landlord and Tenant, previously entered into the Agreement entitled “Lease and Operating Agreement for Las Palmas Municipal Golf Course between the City of National City and American Golf Corporation” dated May 3, 1984, and said Agreement was subsequently amended on various dates, with the last amendment occurring on August 6, 2006;

WHEREAS, in the Agreement the Landlord engages the Tenant to operate the real property commonly known as the National City Golf Course, located at 1439 Sweetwater Road, National City, California (the “Premises”) as a public golf course, driving range, club house, restaurant and bar, provide golf lessons, and a golf pro shop;

WHEREAS, Article 10.2, establishes all fees charged to patrons at the Premises will be comparable to competing Southern California public golf courses for similar goods and services; and

WHEREAS, Article 10.4, further agrees that changes in green fees, prices, or policies will first require the approval of Landlord;

NOW THEREFORE, the Landlord and Tenant agree as follows:

1. Article 10.2 of the Agreement is hereby amended, effective May 5, 2021, to read as follows:

A. Tenant and Landlord agree that green fees and cart fees will be as follows:

	Weekday Walking	Weekday Riding	Weekend/Holiday Walking	Weekend/Holiday Riding
Adult (ages 18-60)	\$17	\$29	\$22	\$34
Adult Resident (ages 18-60)	\$10	\$22	\$13	\$25

Senior (ages 60 and older)	\$15	\$27	\$20	\$32
Senior Resident (ages 60 and older)	\$7	\$19	\$8	\$20
Junior (ages 7-17)	\$10	\$22	\$15	\$27
Junior Resident (ages 7-17)	\$7	\$19	\$8	\$20
Active Military	\$15	\$27	\$20	\$32
Early Bird (before 8 a.m.)	\$9	\$17	\$15	\$23
Twilight (after 3 p.m.)	\$12	\$24	\$17	\$29
Replay Rate (day of play)	\$12	\$24	\$17	\$29

Local Schools with Golf Program (located in 91950 zip code)	
Unlimited driving range use during the season	\$300 per team
Youth Card During Season (unlimited walk-on golf; excludes holidays and before 12 p.m. on weekends)	\$25 per student, per season
Youth Card Off Season (unlimited walk-on golf; excludes holidays and before 12 p.m. on weekends)	\$25 per student, per month
Golf Matches for Home and Visiting Teams	No charge

Driving Range	
Small Bucket (35 golf balls)	\$7
Medium Bucket (70 golf balls)	\$13
Large Bucket (105 golf balls)	\$17

For purposes of this Section 1, “seniors” shall mean all persons 60 years old or older and “juniors” shall mean all persons 17 years old or younger.

{Signature page to follow}

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

CITY OF NATIONAL CITY

By: _____
Alejandra Sotelo-Solis, Mayor

APPROVED AS TO FORM:

By: _____
Jennifer K. Gilman
Deputy City Attorney

AMERICAN GOLF CORPORATION, A CALIFORNIA CORPORATION

(Corporation – signatures of two corporate officers required)

By:  _____
(Name)

Nicholas M. Foley
(Print)

Secretary
(Title)

By:  _____
(Name)

Michael Nichols
(Print)

President
(Title)

This Endorsement Changes the Policy. Please Read It Carefully.

COMMERCIAL AUTOMOBILE ENHANCEMENT

This endorsement modifies coverage provided under the following:

BUSINESS AUTO COVERAGE FORM

1. BROADENED INSURED COVERAGE

Under **Section II – COVERED AUTOS LIABILITY COVERAGE**, the following changes are made:

A. BROAD NAMED INSURED

The following is added to **A. Coverage**, paragraph 1. **Who Is An Insured**:

- d. Any legally incorporated entity of which you own more than 50% of the voting stock on the effective date of this coverage part is an insured.

B. ADDITIONAL INSUREDS – BY CONTRACT, AGREEMENT OR PERMIT

The following is added to **A. Coverage**, paragraph 1. **Who Is An Insured**:

- e. Any person or organization, not otherwise identified as an “insured” in this coverage or by endorsement to this coverage, that you are required by written contract, written agreement or written permit to name as an “insured”. However, such person or organization is an “insured” only:
 - (1) With respect to the operation, maintenance or use of a covered “auto”; and
 - (2) For “bodily injury” or “property damage” caused by an “accident” which takes place after:
 - (a) You executed the written contract or written agreement; or
 - (b) The permit has been issued to you.

The insurance provided under item **B.** above applies on a primary basis if that is required by the written contract, written agreement or written permit. Coverage under this provision is limited to the minimum limits of liability stipulated in that written contract, written agreement or written permit or the amount of loss not to exceed the Limit of Liability shown in the Declarations, whichever is less.

C. EMPLOYEES AS INSUREDS

The following is added to **A. Coverage**, paragraph 1. **Who Is An Insured**:

- f. Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

D. FELLOW EMPLOYEE COVERAGE

B. Exclusions, paragraph 5. **Fellow Employee** is deleted and replaced with the following:

“Bodily injury” to:

- a. Any fellow “employee” of the “insured” arising out of and in the course of the fellow “employee’s” employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow “employee” as a consequence of Paragraph a. above.

However, we will cover “bodily injury” caused by your “employee” to his or her fellow “employee” if the “bodily injury” results from the use of a covered “auto”.

2. ADDITIONAL SUPPLEMENTARY PAYMENTS

Section II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, paragraph 2.a. **Coverage Extensions, Supplementary Payments**, items (2) and (4) are deleted and replaced by the following:

- (2) Up to \$5000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

3. KNOWLEDGE AND NOTICE OF OCCURRENCE

Section IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, paragraph 2. **Duties In The Event Of Accident, Claim, Suit Or Loss**, item a. is deleted and replaced by the following and item d. is added:

- a. In the event of an “accident”, claim, “suit” or “loss” you must give us or our authorized representative prompt notice of the “accident” or “loss” when the “accident”, claim, “suit” or “loss” is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership or joint venture;
 - (3) An “executive officer” or director if you are an organization other than a partnership, joint venture or limited liability company;
 - (4) A member, if you are a limited liability company;
 - (5) A trustee if you are a trust; or
 - (6) An “employee” designated by you to give us such a notice.

This notice should include:

- (1) How, when and where the “accident” or “loss” occurred;
 - (2) The “insured’s” name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- d. Your rights afforded under this policy will not be prejudiced if you fail to give us notice of an “accident”, claim, “suit” or “loss”, solely due to your reasonable and documented belief that the “bodily injury” or “property damage” is not covered under this policy.

4. WAIVER OF SUBROGATION

The following is added to **Section IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions**, paragraph **5. Transfer of Rights of Recovery Against Other To Us**:

If the insured has waived those rights prior to the “accident” or “loss”, our rights are waived also.

5. UNINTENTIONAL ERRORS AND OMISSIONS

The following is added to **Section IV - BUSINESS AUTO CONDITIONS, B. General Conditions**, paragraph **2. Concealment, Misrepresentation Or Fraud**:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy, provided such failure is not intentional and you report the failure to us as soon as practicable after its discovery. However, we reserve the right to charge additional premium for any such hazard.

6. BROADENED PHYSICAL DAMAGE COVERAGE

Under **Section III – PHYSICAL DAMAGE COVERAGE**, the following changes are made:

A. WAIVER OF DEDUCTIBLE – GLASS REPAIR

The following is added to **D. Deductible**:

No deductible for a covered “auto” will apply to glass damage if the glass is repaired rather than replaced.

B. ADDITIONAL TRANSPORTATION EXPENSES

A. Coverage, 4. Coverage Extensions, paragraph **a. Transportation Expenses** is deleted and replaced by the following:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a covered “auto” of the private passenger type. We will pay only for those covered “autos” for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy’s expiration, when the covered “auto” is returned to use or we pay for its “loss”.

C. ADDITIONAL LOSS OF USE EXPENSES

A. Coverage, 4. Coverage Extensions, paragraph **b. Loss Of Use Expenses** is deleted and replaced by the following:

For Hired Auto Physical Damage, we will pay expenses for which an “insured” becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered “auto”;
- (2) Specified Causes of Loss only if the Declarations indicates that Specified Causes of Loss Coverage is provided for any covered “auto”; or
- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered “auto”.

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$1500.

D. COST TO RECOVER STOLEN AUTO

The following is added to **A. Coverage, 4. Coverage Extensions.**

We will pay reasonable and necessary expenses incurred by you to return a stolen, covered "auto" from the place where it is recovered to its usual garaging place. The most we will pay for such expenses is \$1000. This Coverage Extension does not apply if your business is selling, servicing or repairing "autos".

E. PERSONAL EFFECTS COVERAGE

The following is added to **A. Coverage, 4. Coverage Extensions.**

In the event of a total theft of a covered "auto", we will pay for personal effects owned by an "insured" and in or on the covered "auto" at the time of "loss". The most we will pay for such personal effects is \$500 per "loss". No deductibles apply to this Personal Effects Coverage.

F. AIRBAGS – ACCIDENTAL DISCHARGE COVERAGE

The following is added to **B. Exclusions, paragraph 3.**

This exclusion does not apply to the accidental or unintended discharge of an airbag. The most we will pay for such "loss" is \$1000. This coverage is excess over any other collectible insurance or warranty.

G. VEHICLE WRAP COVERAGE

The following is added to **A. Coverage, 4. Coverage Extensions.**

In the event of a total "loss" to a covered "auto" and in addition to the actual cash value of the covered "auto", we will pay up to \$1000 to repair or replace vehicle wraps displayed on the "auto" at the time of "loss". The most we will pay under the Vehicle Wrap Coverage is \$5000 for any one "loss", regardless of the number of covered "autos" deemed a total "loss". For the purpose of this coverage, vehicle wraps are full color, graphic images printed on vinyl film and attached to an "auto".

7. ADDITIONAL DEFINITIONS

The following is added to **Section V – DEFINITIONS:**

"Executive Officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.

This endorsement forms a part of

Policy Number: ADVS1093P0

Effective Date: 07-27-2020

Insured: AMERICAN GOLF CORPORATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you are obligated pursuant to a written contract or agreement executed prior to a loss to provide such insurance as is afforded by this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: **WCDS1070S0**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**PARTIES WITH WHOM THE INSURED HAS ENTERED INTO A
WRITTEN WAIVER AGREEMENT PRIOR TO THE DATE OF LOSS.**

*****THIS ENDORSEMENT DOES NOT APPLY TO NEW JERSEY*****

DATE OF ISSUE: **08-11-20**



April 21, 2021

Audrey Denham
Acting Director of Community Services
Community Services Department
City of National City

Dear Ms. Denham,

As per our Lease with the City of Nation City (Section 10.4): *Tenant further agrees that changes in green fees, prices for policies will first require the approval of Landlord, which approval shall not be unreasonably withheld*, American Golf Corporation is submitting this request to increase green fee and cart fees at National City Golf Course. We are requesting that these new rates take effect on May 5th, 2021.

Since our last rate increase in 2006, National City Golf Course has been and will continue to be faced with a variety of operational cost increases included but not limited to food and beverage inventory, minimum wage, health care benefits as well as water and other utilities. Since National City Golf Course has not taken a rate increase in over 15 years, we are requesting that the rates be more in comparison with the surrounding areas in Southern California for 9 hole facilities.

- Minimum wage increase - \$200,00+ over the past 10 years
- Overall utilities and Other Expenses increase - \$50,000+ over the past 10 years
- Food and Beverage costs have increased 2-4% annually since 2006 - \$20,000+

The Players Club player development program continues to be a great success in the City, with over 800 members currently guests are really taking advantage of the savings that come with the membership.

Attached is the spreadsheet that has been used in the past to show in depth detail on the current and proposed rates as well as comparisons with the courses that “compete” for our players. If you have any questions, please feel free to contact me anytime with questions.

Sincerely,

Gary Johnson

Gary Johnson
Regional Manager
American Golf Corporation

Competitive Market Analysis, National City Golf Course
Thursday, March 11, 2021
18 And 9-Hole Rates

Course	Weekday	Weekend
Chula Vista Golf Course		
<i>Rack Rate</i>	\$27 Walk, \$42 Ride	\$39 Walk, \$54 Ride
<i>Resident Rate - Must Purchase An Annual Resident Card For \$20</i>	\$22 Walk, \$37 Ride	\$31 Walk, \$46 Ride
<i>9-Hole Rate (Back Nine) - Before 7:30am Only</i>	\$13 Walk, \$23 Ride	\$18 Walk, \$28 Ride
<i>9-Hole Resident Rate (Back Nine) - Before 7:30am Only</i>	\$11 Walk, \$21 Ride	\$15 Walk, \$25 Ride
<i>Senior Rate (Over 62 Years Old) - Must Be A Resident And Purchase An Annual Resident Card For \$20</i>	\$15 Walk, \$30 Ride	No Senior Rates
<i>Twilight Rate - Starts at 1:00pm</i>	\$19 Walk, \$34 Ride	\$21 Walk, \$36 Ride
<i>Twilight Resident Rate - Starts at 1:00pm</i>	\$15 Walk, \$30 Ride	\$19 Walk, \$34 Ride
<i>Super Twilight Rate - Starts at 3:00pm</i>	\$13 Walk, \$23 Ride	\$16 Walk, \$26 Ride
<i>Super Twilight Resident Rate - Starts at 3:00pm</i>	\$10 Walk, \$20 Ride	\$13 Walk, \$23 Ride
<i>Junior Rate</i>	\$13 Walk, \$28 Ride	\$16 Walk, \$31 Ride
<i>Replay Rate</i>	\$10 Walk, \$20 Ride	\$15 Walk, \$25 Ride

Course	Weekday	Weekend
Bonita Golf Course		
<i>Rack Rate</i>	\$34 Walk, \$48 Ride	\$48 Walk, \$62 Ride
<i>9-Hole Rate (Back Nine) - Before 7:30am Only</i>	\$21 Walking Only	\$26 Walking Only
<i>Twilight Rate - Starts at 1:00pm</i>	\$25 Walk, \$39 Ride	\$30 Walk, \$44 Ride
<i>Junior Rate</i>	\$15 Walk, \$29 Ride	\$15 Walk, \$29 Ride
<i>Replay Rate</i>	\$25 Walk, \$39 Ride	\$30 Walk, \$44 Ride
<i>"Seasonal" Super Twilight Rate - Summer Months After 5:00pm - Did Not Have In 2020 and No Plans To In 2021</i>	Comparable to 9 Hole Rate	Comparable to 9 Hole Rate

Course	Weekday	Weekend
Enagic Golf Club		
<i>Rack Rate</i>	\$100, Includes Cart	\$125, Includes Cart
<i>Resident Rate</i>	\$55 : M-Thur, \$65 : Fri, Includes Cart	\$75 Includes Cart
<i>9-Hole Rate (Back Nine) - From 7:00am to 7:40am Only - Includes Breakfast Sandwich or Burrito</i>	\$30 : M-Thur, \$35 : Fri, Includes Cart	\$40 Includes Cart
<i>Senior Rate (Over 60 Years Old) - Includes Breakfast Sandwich or Burrito</i>	\$55 : M-Thur Only, Includes Cart	No Senior Rate
<i>Twilight Rack Rate - Starts at 3:00pm</i>	\$55, Includes Cart	\$65, Includes Cart
<i>Twilight Resident Rate - Starts at 3:00pm</i>	\$45, Includes Cart	\$50, Includes Cart
<i>Junior Rate - Walking - 15 Years Old and Younger With Paying Adult</i>	\$15 : M-Thur, \$20 : Fri	\$20
<i>Replay Rate</i>	\$25 : M-Thur, \$30 : Fri, Includes Cart	\$30, Includes Cart
<i>No Super Twilight Rate</i>		

Course	Weekday	Weekend
Balboa Golf Course 9-Hole		
<i>Rack Rate</i>	\$20 Walk, \$32 Ride	\$25 Walk, \$37 Ride
<i>Resident Rate - Must Purchase An Annual Resident Card For \$25</i>	\$15 Walk, \$27 Ride	\$20 Walk, \$32 Ride
<i>No Twilight, Junior or Replay Rates</i>		

National City Golf Course	Weekday	Weekend	National City Golf Course	Weekday	Weekend
CURRENT RATES	Everyone's 1/2 Cart Fee - \$8		PROPOSED RATES	Everyone's 1/2 Cart Fee \$12	
<i>Rack Rate</i>	\$12 Walk, \$20 Ride	\$15 Walk, \$23 Ride	<i>Rack Rate</i>	\$17 Walk, \$29 Ride	\$22 Walk, \$34 Ride
<i>Resident Rate (91950 Only)</i>	\$10 Walk, \$18 Ride	\$13 Walk, \$21 Ride	<i>Resident Rate</i>	\$10 Walk, \$22 Ride	\$13 Walk, \$25 Ride
<i>Early Bird Rate - Before 8:00am</i>	\$9 Walk, \$17 Ride	\$15 Walk, \$23 Ride	<i>Early Bird - Before 8:00am</i>	N/A	N/A
<i>Senior (Over 60 Years Old) and Military Rate</i>	\$10 Walk, \$18 Ride	\$11 Walk, \$19 Ride	<i>Senior and Military Rate</i>	\$15 Walk, \$27 Ride	\$20 Walk, \$32 Ride
<i>Senior Resident Rate</i>	\$7 Walk, \$15 Ride	\$8 Walk, \$16 Ride	<i>Senior Resident Rate</i>	\$7 Walk, \$19 Ride	\$8 Walk, \$20 Ride
<i>Junior Rate</i>	\$7 Walk, \$15 Ride	\$8 Walk, \$16 Ride	<i>Junior Rate</i>	\$10 Walk, \$22 Ride	\$15 Walk, \$27 Ride
<i>Junior Resident Rate (91950 Only)</i>	N/A	N/A	<i>Junior Resident Rate (91950 Only)</i>	\$7 Walk, \$19 Ride	\$8 Walk, \$20 Ride
<i>Twilight Rate - Starts at 3:00pm</i>	\$9 Walk, \$17 Ride	\$11 Walk, \$19 Ride	<i>Twilight Rate - Starts at 3:00pm</i>	\$12 Walk, \$24 Ride	\$17 Walk, \$29 Ride
<i>Replay Rate</i>	\$8 Walk, \$12 Ride	\$8 Walk, \$12 Ride	<i>Replay Rate</i>	\$12 Walk, \$24 Ride	\$17 Walk, \$29 Ride

All Schools with a golf program in National City -Zip code - 91950 only
\$300 For Unlimited Range Use In Season
\$25 Youth Card - Unlimited Walk-On Golf During The Season Only per student No Holiday's And After 12:00pm On Weekends
Youth Card Is \$25 Per Month In Off Season With The Same Benefits
No Charge For Sweetwater High School Matches - Both Home And Visting Teams

Proposed - DRIVING RANGE PRICING

Bucket Pricing	Small	\$7.00	Approx.	35 Balls
	Medium	\$13.00	Approx.	70 Balls
	Large	\$17.00	Approx.	105 Balls

Current - DRIVING RANGE PRICING

Bucket Pricing	Small	\$7.00	Approx.	35 Balls
	Medium	\$12.00	Approx.	70 Balls
	Large	\$15.00	Approx.	105 Balls

RESOLUTION NO. 2021 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE LEASE AND OPERATING AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND AMERICAN GOLF CORPORATION TO INCREASE GREEN FEES EFFECTIVE MAY 5, 2021

WHEREAS, in May 1984, the City of National City (“City”) and American Golf Corporation (“AGC”) entered into a Lease and Operating Agreement for the National City Golf Course; and

WHEREAS, per the Agreement, fees charged to patrons will be comparable to competing Southern California public golf courses; and

WHEREAS, AGC has submitted a request to increase fees to become effective May 5, 2021; and

WHEREAS, AGC is requesting the fee increase to cover increased costs associated with minimum wage, utilities, and food and beverages; and

WHEREAS, AGC estimates the increase in fees will bring an additional \$10,000 in revenue to the City.

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

Section 1: Authorize the Mayor to execute an Amendment to the Lease and Operating Agreement between the City of National City and American Golf Corporation to increase green fees effective May 5, 2021.

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

PASSED and ADOPTED this 4th day of May, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Mayor to execute Program Supplement Agreement \(PSA\) No. N010 Rev. 2 with the State of California Department of Transportation \(Caltrans\) for the Citywide Safe Routes to School \(SRTS\) Pedestrian Enhancements Project to allow for reimbursement of up to \\$1,678,000 in eligible project expenditures through the Federal Active Transportation Program \(ATP\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: | May 4, 2021 |

AGENDA ITEM NO. |

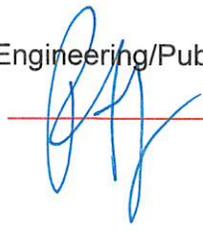
ITEM TITLE:

|Resolution of the City Council of the City of National City authorizing the Mayor to execute Program Supplement Agreement (PSA) No. N010 Rev. 2 with the State of California Department of Transportation (Caltrans) for the Citywide Safe Routes to School (SRTS) Pedestrian Enhancements Project to allow for reimbursement of up to \$1,678,000 in eligible project expenditures through the Federal Active Transportation Program (ATP). |

PREPARED BY: | Jose Lopez, Deputy City Engineer |

PHONE: | 619-336-4312 |

DEPARTMENT: | Engineering/Public Works |

APPROVED BY: |  |

EXPLANATION:

|See attached. |

FINANCIAL STATEMENT:

APPROVED: |  |

APPROVED: | _____ |

Finance
MIS

ACCOUNT NO.

|ATP Grant \$1,678,000

Revenue Account: 296-06166-3498

Expenditure Account: 296-409-500-598-6166 - \$1,678,000 (Citywide Safe Routes to School Project)

|There is no local match requirement. |

ENVIRONMENTAL REVIEW:

Caltrans Determination of Categorical Exclusion under 23 CFR 771.117(c): activity (c)(3), approved April 29, 2016, and revalidated May 29, 2018.

ORDINANCE: | |

INTRODUCTION: | |

FINAL ADOPTION: | |

STAFF RECOMMENDATION:

|Adopt Resolution authorizing the Mayor to execute PSA No. N010 Rev. 2 with Caltrans for the Citywide SRTS Pedestrian Enhancements Project to allow for reimbursement of up to \$1,678,000 in ATP grant funds. |

BOARD / COMMISSION RECOMMENDATION:

|N/A |

ATTACHMENTS:

1. |Explanation w/ Exhibits
2. |Program Supplement Agreement
3. |Resolution |

Explanation

On September 27, 2014, the California Department of Transportation (Caltrans) awarded a \$350,000 Federal Active Transportation Program (ATP) grant for the National City SRTS Ped Enhancements Project (Project).

On October 6, 2015, City Council adopted Resolution No. 2015-148 authorizing 1) the Mayor to execute Program Supplement Agreement Number N010 with Caltrans to allow for reimbursement of up to \$50,000 in eligible project expenditures, and 2) the appropriation of \$50,000 for the project. The remaining \$300,000 would be eligible for reimbursement once the State authorized the City to proceed.

The State has allocated the remaining \$300,000 (\$225,000 for the Plans, Specifications, and Estimate (PS&E) phase, and \$75,000 for the Right-of-Way (R/W) phase) for the Project. On June 15, 2018, Caltrans issued an Authorization to Proceed to the City for the PS&E and R/W phase, establishing the date for eligible reimbursement. There is no local match requirement.

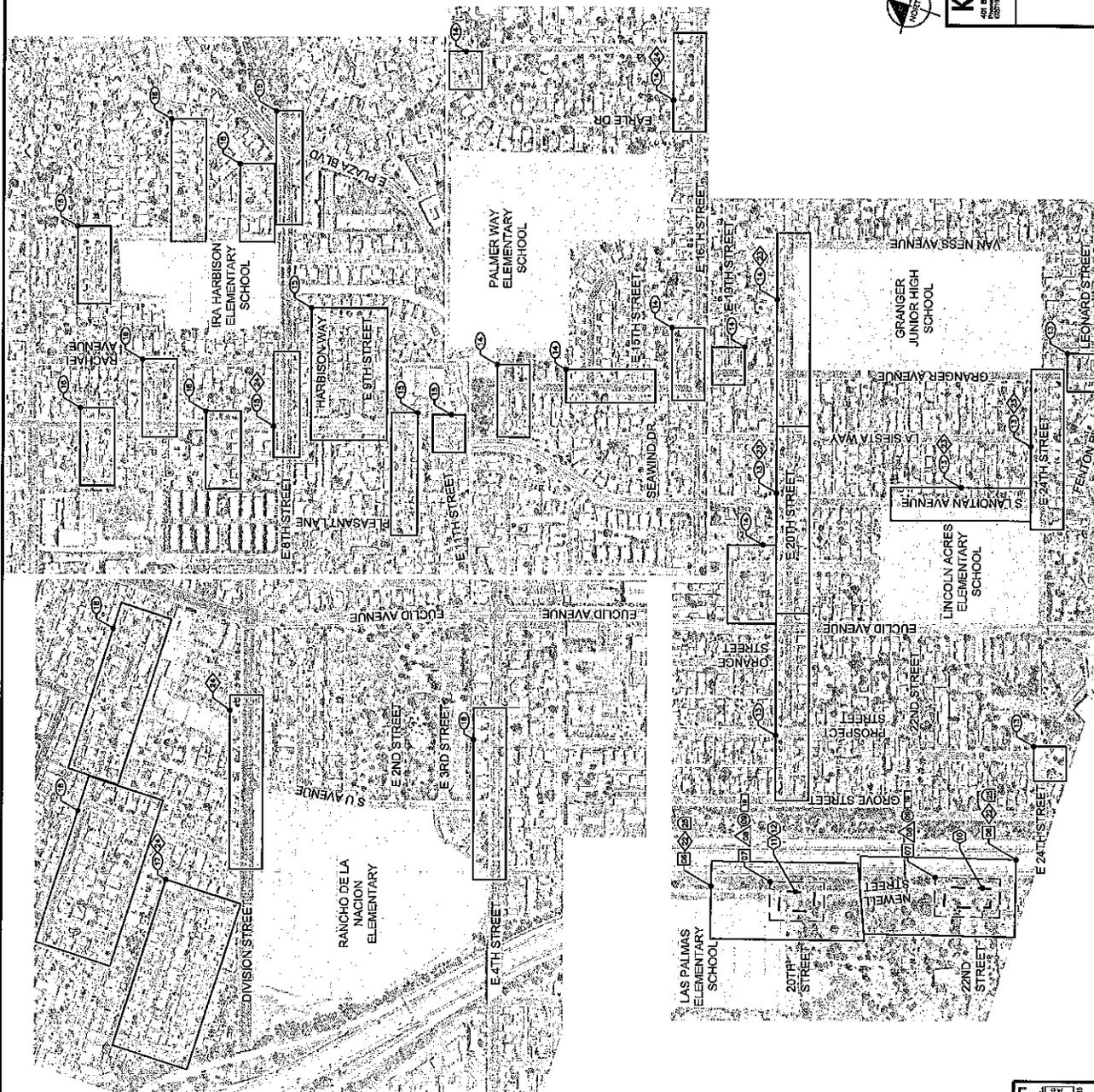
On March 19, 2018, Caltrans awarded a \$1,678,000 Federal ATP grant for the construction phase of the Project.

On July 17, 2018, City Council adopted Resolution No. 2018-125 authorizing 1) the acceptance of Federal ATP grant funds in the amount of \$300,000, and 2) the establishment of a SRTS Fund Appropriation in the amount of \$300,000 and a corresponding revenue budget for the National City SRTS Pedestrian Enhancements Project.

On March 9, 2021, Caltrans issued an Authorization to Proceed to the City for the Construction phase, establishing the date for eligible reimbursement. Similar to the PS&E and R/W phase, there is no local match requirement for the construction phase.

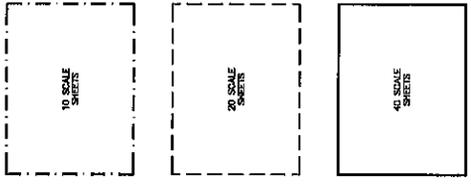
The improvements are based on barriers identified during a series of comprehensive Walk Audits as part of the City's SMART Foundation Plan. Pedestrian barriers identified during the walk audit include: lifted sidewalks, substandard pedestrian curb ramps, and a lack of crosswalks, pedestrian ramps, signage and signals. The project will address these barriers by providing the following enhancements: 27 high visibility continental crosswalks, 110 ADA accessible ramps with truncated domes, pedestrian crosswalk signs and approximately 20,000 square feet of sidewalk replacement at locations near elementary schools and Granger Junior High School. Additional proposed improvements include the construction of a neighborhood traffic circle at the intersection of Newell Street and E. 20th Street, with traffic calming curb extensions and speed cushions near Las Palmas Elementary School between E. 20th Street and 22nd Street.

City Council Resolution authorizing the Mayor to execute Program Supplement Agreement No. N010 Rev. 2 to Administering Agency-State Master Agreement No. 11-5066R is required to allow for reimbursement of eligible project expenditures through the Federal ATP grant.



SHEET LEGEND

[Symbol]	HORIZONTAL CONTROL PLAN
[Symbol]	DETAILED PLAN
[Symbol]	IMPROVEMENT PLAN
[Symbol]	STAGING DETAILS AND PROFILES
[Symbol]	PAVING AND SIDEWALK REPAIR PLAN
[Symbol]	WATER POLLUTION CONTROL PLANS
[Symbol]	SIGNING AND MARKING PLANS
[Symbol]	LIGHTING AND ELECTRICAL PLANS



KEY MAP NOTES
1. SEE SHEET OF FOR SITE HORIZONTAL CONTROL LAYOUT



Kimley-Horn
401 B Street, Suite 300, San Diego, California 92101
619.591.3311 | www.kimley-horn.com



NATIONAL CITY
SAFE ROUTES TO SCHOOL PEDESTRIAN ENHANCEMENTS
ASST 1001

CITY OF NATIONAL CITY

DATE: _____
BY: _____
PROJECT NO.: 060217122 OF NO. 10-04
SHEET NO. OF 28 SHEETS 11541-05

<p>REVISIONS</p> <p>DATE SUBMITTED: _____</p> <p>DATE COMPLETED: _____</p> <p>INSPECTOR: _____</p> <p>DATE STARTED: _____</p>	<p>AS-BUILT</p> <p>APPROVED DATE: _____</p> <p>APPROVED BY: _____</p> <p>UTILITY DEPARTMENTS</p> <p>TELEPHONE: _____</p>	<p>CONSTRUCTION RECORDS</p> <p>SUBVEYOR: SAMPO</p> <p>REMARKS: A SANITARY 2.5" BRASS DISK STAMPED 220 1377 IS LOCATED IN THE INTERSECTION OF HOOKER AVENUE & 16TH STREET. (P141232 PER PDS 14420). LOCATED IN STANDARD MONUMENT MARKING. SURVEYED ON 04/03/2017</p> <p>DATE: NOVEMBER 2008 ELEVATION: 18.94'</p> <p>HORIZONTAL CONTROL BASIS OR BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM NAD 83 ZONE 8, BETWEEN POINT NUMBERS 1022 AND 1045 AS SHOWN ON PDS 14420.</p>
---	--	--



PROGRAM SUPPLEMENT NO. N010 Rev. 2
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 11-5066R

Adv Project ID **Date:** March 17, 2021
1115000089 **Location:** 11-SD-0-NATC
 Project Number: ATPL-5066(025)
 E.A. Number:
 Locode: 5066

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 05/02/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: Within a two-mile radius of schools throughout the City of National City

TYPE OF WORK: Crosswalks, ADA-compliant curb ramps, curb extensions, bulb-outs, RRFBs, and signage **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
			LOCAL	OTHER
\$2,028,000.00	M3E2	\$50,000.00		
	Z3E2	\$1,678,000.00	\$0.00	
	Z302	\$300,000.00		\$0.00

CITY OF NATIONAL CITY

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jennie Yee

Date 3/22/2021 \$2,028,000.00

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

D. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

E. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal

SPECIAL COVENANTS OR REMARKS

obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

G. As a condition for receiving federal-aid highway funds for PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

H. This PROJECT is programmed to receive Federal funding from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. The start of reimbursable expenditures is restricted to the later of either 1) the effective date of the component specific allocation or the effective date of the federal obligation of funds.

SPECIAL COVENANTS OR REMARKS

I. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY also agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration and that STATE funds available for reimbursement will be limited to the amounts allocated by the California Transportation Commission and/or STATE.

J. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof. Documentation will consist of a Federal Highway Administration-approved "Authorization to Proceed" notification, a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

K. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

L. The submittal of invoices for PROJECT costs shall be in accordance with the above-referenced publications and the following. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits, plans specifications & estimate, and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance, whichever occurs first, to make the final payment to the contractor and prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

M. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these Federal funds.

N. This PROJECT is subject to the timely use of funds provisions enacted by the ATP Guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

SPECIAL COVENANTS OR REMARKS

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

O. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program Guidelines, as adopted or amended.

P. This PROJECT has received funds from Active Transportation Program (ATP). The ADMINISTERING AGENCY agrees to administer the project in accordance with the CTC Adopted SB1 Accountability and Transparency Guidelines.

2.
 - A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
 - B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
 - C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
 - D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
 - E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING

SPECIAL COVENANTS OR REMARKS

AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three

SPECIAL COVENANTS OR REMARKS

(3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.
4. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

SPECIAL COVENANTS OR REMARKS

Pertinent Nondiscrimination Authorities:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT (PSA) NO. N010 REV. 2 WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE CITYWIDE SAFE ROUTES TO SCHOOL (SRTS) PEDESTRIAN ENHANCEMENTS PROJECT

WHEREAS, on March 19, 2018, the California Department of Transportation (“Caltrans”) awarded a \$1,678,000 Federal Active Transportation Program (ATP) grant for the Construction phase of the Citywide Safe Routes To School (SRTS) Pedestrian Enhancements Project (“Project”); and

WHEREAS, on March 9, 2021, Caltrans issued an Authorization to Proceed to the City for the Project’s Construction phase, establishing the date for eligible reimbursement; and

WHEREAS, the Project’s Construction Phase improvements are based on barriers identified during a series of comprehensive Walk Audits as part of the City’s SMART Foundation Plan which include: lifted sidewalks, substandard pedestrian curb ramps, and a lack of crosswalks, pedestrian ramps, signage and signals; and

WHEREAS, the Project will also address the identified barriers by providing the following enhancements: high visibility crosswalks, ADA accessible ramps with truncated domes, pedestrian crosswalk signs and sidewalk enhancements at key locations; and

WHEREAS, the Project proposes additional improvements with the construction of a roundabout at the intersection of Newell Street and East 20th Street, with traffic calming features near Las Palmas Elementary School; and

WHEREAS, the City Council must adopt a Resolution authorizing the Mayor to execute Program Supplement Agreement No. N010 Rev. 2 to Administering Agency-State Master Agreement No. 11-5066R to allow for reimbursement of eligible Project expenditures through the Federal ATP grant;

WHEREAS, City staff recommends City Council to adopt this Resolution authorizing the Mayor to execute Program Supplement Agreement (PSA) No. N010 Rev. 2 with the Caltrans for the Project to allow for reimbursement of up to \$1,678,000 in eligible Project expenditures through the Federal ATP grant.

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

Section 1: City Council of the City of National City hereby authorizes the Mayor to execute Program Supplement Agreement (PSA) no. n010 rev. 2 with the State of California Department of Transportation (Caltrans) for the Citywide Safe Routes to School (SRTS) Pedestrian Enhancements Project.

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

PASSED and ADOPTED this 4th day of May, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of a blue curb disabled persons parking space with sign in front of the development located at 130 E. 8th Street \(TSC No. 2021-03\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 4, 2021

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of a blue curb disabled persons parking space with sign in front of the development located at 130 E. 8th Street (TSC No. 2021-03).

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil  **DEPARTMENT:** Engineering/Public Works
PHONE: 619-336-4388 **APPROVED BY:** 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution authorizing installation of a blue curb disabled persons parking space with sign in front of the development located at 130 E. 8th Street.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on April 14, 2021, the Traffic Safety Committee approved staff's recommendation to install a blue curb disabled persons parking space with sign in front of the development located at 130 E. 8th Street.

ATTACHMENTS:

1. Explanation w/ Exhibit
2. Staff Report to the Traffic Safety Committee on April 14, 2021 (TSC No. 2021-03)
3. Resolution

EXPLANATION

The owner of the future 7-story mixed use (commercial and residential) development located at 130 E. 8th Street has requested the installation of a blue curb disabled persons parking space adjacent to E. 9th Street. The owner stated that the installation of the blue curb would provide access for people with disabilities to park in front and closer to the future townhomes.

The future development will include commercial units on the side of E. 8th Street, townhomes on the side of E. 9th Street, and a parking structure.

Staff performed a site evaluation. The posted speed limit is 25 mph. The slope of E. 9th Street in front of the development is approximately 2%. In addition to the blue curb and signage, the property owner is proposing to install an ADA access aisle and a pedestrian ramp for the use of this proposed disabled persons parking space.

This item was presented to the Traffic Safety Committee via Zoom platform on April 14, 2021. Staff sent notices to area residents inviting them Zoom-in to call-in to the Traffic Safety Committee Meeting and/or contact staff with any questions.

Staff presented the results of the site evaluation and after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install a blue curb disabled persons parking space with sign.

It shall be noted that disabled parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plate or placard may park in handicap spaces.

If approved by City Council, all work will be performed by the developer.

Location Map with Recommended Enhancements (TSC Item: 2021-03)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR APRIL 14, 2021**

ITEM NO. 2021-03

ITEM TITLE: REQUEST FOR INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE DEVELOPMENT LOCATED AT 130 E. 8TH STREET

PREPARED BY: Carla Hutchinson, Assistant Engineer – Civil Engineering & Public Works Department

DISCUSSION:

The owner of the future 7-story mixed use (commercial and residential) development located at 130 E. 8th Street, has requested the installation of a blue curb disabled persons parking space adjacent to E. 9th Street. The owner stated that the installation of the blue curb would provide access for people with disabilities to park in front and closer to the future townhomes.

The future development will include commercial units on the side of E. 8th Street, townhomes on the side of E. 9th Street, and a parking structure.

Staff performed a site evaluation. The posted speed limit is 25 mph. The slope of E. 9th Street in front of the development is approximately 2%. The property owner is proposing to install an ADA access aisle and a pedestrian ramp for the use of this proposed disabled persons parking space.

It shall be noted that disabled parking spaces do not constitute “personal reserved parking” and that any person with valid “disabled persons” license plate or placard may park in handicap spaces. If approved, the work will be completed by the developer.

STAFF RECOMMENDATION:

Staff recommends to install blue curb disabled persons parking space with signage adjacent of the development located at 130 E. 8th Street.

EXHIBITS:

1. Request Letter
2. Public Notice
3. Location Map
4. Exhibit

2021-03



April 24, 2020
Project No. 2019-3956

City of National City
1243 National City Blvd.
National City, CA 91950

RE: 130 E 8TH STREET ON-STREET ADA PARKING STALL

To whom it may concern:

The redevelopment project on 130 E. 8th street is proposing an ADA parking stall as part of the on-street parallel parking along 9th street.

This mixed-use project will include a parking structure which is designed with all required ADA parking stalls, per code. It is proposed to add an additional ADA parking stall at the corner of 9th street and B avenue in order to provide a shorter path of travel to the 9th street townhomes. An earlier discussion between the project architect at Miller Hull and the City determined that it would be appropriate to provide this additional ADA parking stall.

The enclosed public improvement plans show the proposed ADA parking stall for review.

Sincerely,

A handwritten signature in blue ink, which appears to be "S. J. ...", is written over a faint, illegible printed name.

Project Designer



April 7, 2021

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2021-03

REQUEST TO INSTALL BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE DEVELOPMENT LOCATED AT 130 E. 8TH STREET.

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Conference Call scheduled for **Wednesday, April 14, 2021, at 1:00 P.M.** via Zoom. Please use the following information to call-in to the meeting during the scheduled time:

Join Zoom Meeting from computer

<https://zoom.us/j/98340045315?pwd=VFY4dVlk1VjNXZEIDK0xaY2c1WTIXUT09>

Join Zoom Meeting by phone

+1 669-900-9128

Meeting ID: 983 4004 5315

Passcode: 354413

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2021-03.

Sincerely,

Roberto Yano, P.E.
City Engineer/Director of Public Works

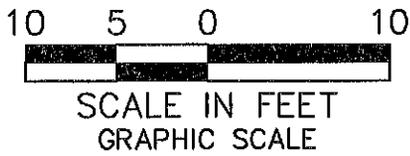
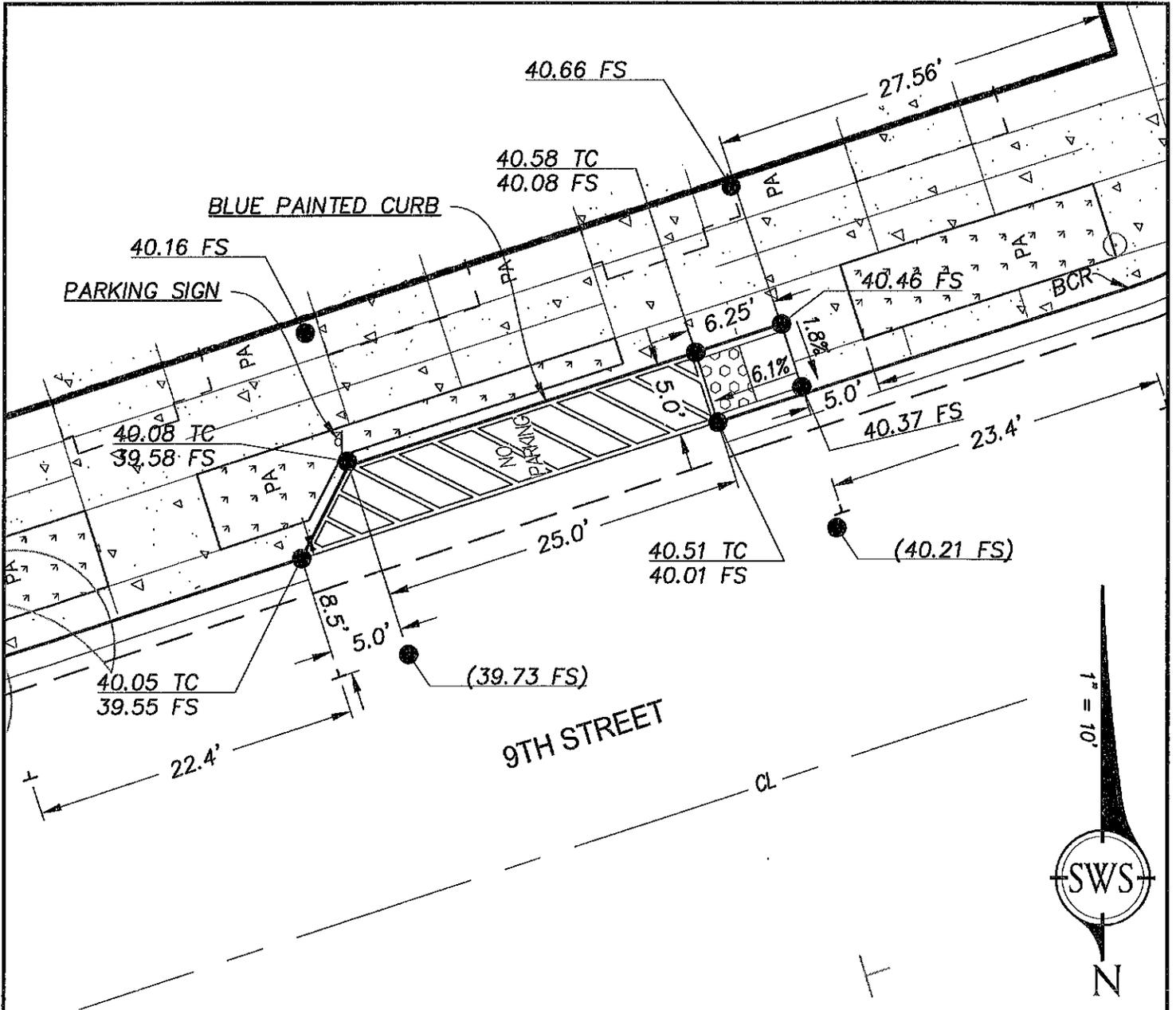
RY:ch

Enclosure: Location Map

2021-03

Location Map with Recommended Enhancements (TSC Item: 2021-03)





NOTE:

BLUE PAINT COLOR TO BE NO. 15090 IN FEDERAL STANDARD 595A AS SPECIFIED BY SECTION 522(B)2.

PARKING SIGN PER SAN DIEGO REGIONAL STANDARD DRAWING NUMBER M-28A & M-45

**130 E 8TH STREET
ON-STREET ADA
PARKING EXHIBIT**

SWS ENGINEERING, INC.

CIVIL ENGINEERING	◆	LAND PLANNING	◆	SURVEYING
1635 Lake San Marcos Drive, Suite 200 San Marcos, CA 92078 P: 760-744-0011 F: 760-744-0046		31045 Temecula Parkway, Suite 201 Temecula, CA 92592 P: 951-296-3407 F: 951-587-9451		

DATE: Mar 31, 21 10:59am by carol.stein
FILE: Z:\Projects\2017\17-057\PROD\17-057_base.dwg

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGN IN FRONT OF THE DEVELOPMENT LOCATED AT 130 EAST 8TH STREET (TSC NO. 2021-03)

WHEREAS, owner of the future 7-story mixed-use (commercial and residential) development located at 130 East 8th Street has requested the installation of a blue curb disabled persons parking space adjacent to East 9th Street to provide access for people with disabilities to park in front and closer to the future development; and

WHEREAS, in addition to the blue curb and signage, the property owner is proposing to install an ADA access aisle and a pedestrian ramp for the use of this proposed disabled persons parking space; and

WHEREAS, City staff performed a site evaluation and noted the posted speed limit is 25 mph, the slope of East 9th Street in front of the development is approximately 2%; and

WHEREAS, on April 14, 2021, City staff presented the site evaluation results to the City of National City Traffic Safety Committee, and the Committee voted unanimously to approve the installation of a blue curb disabled persons parking space with a sign in front of the development located at 130 East 8th Street.

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

Section 1: City Council authorizes installing a blue curb disabled persons parking space with a sign in front of the residence located at 130 East 8th Street (TSC No. 2021-03).

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

PASSED and ADOPTED this 4th day of May 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of a Stop Control sign for the T-intersection of E. 31st Street and “D” Avenue for eastbound traffic accessing “D” Avenue \(TSC No. 2021-04\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 4, 2021

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of a Stop Control sign for the T-intersection of E. 31st Street and "D" Avenue for eastbound traffic accessing "D" Avenue (TSC No. 2021-04).

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil



DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4388

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

| N/A |

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: **FINAL ADOPTION:**

STAFF RECOMMENDATION:

Adopt Resolution authorizing installation of a Stop Control sign at the T-intersection of E. 31st Street and D Avenue.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on April 14, 2021, the Traffic Safety Committee approved staff's recommendation to install Stop Control signs at the T-intersection of E. 31st Street and D Avenue.

ATTACHMENTS:

1. Explanation w/ Exhibit
2. Staff Report to the Traffic Safety Committee on April 14, 2021 (TSC No. 2021-04)
3. Resolution

EXPLANATION

The Department of Public Works has requested the installation of a Stop control sign at the "T" intersection of "D" Avenue and E. 31st Street for eastbound traffic, in order to enhance safety at the intersection.

Staff visited the site and confirmed the "T" intersection is delimited by the area described above. Staff also confirmed that this intersection does not have signed or marked control. It should also be noted that the "T" intersection is located in a residential area where the streets are 2-lane local roadways with parking on both sides of the street and a posted speed limit of 25 mph.

Staff recommends the installation of a Stop Control sign at the "T" intersection delimited by the area described above since vehicles travelling on the minor streets must make a complete stop before attempting to enter onto the major streets that have the right of way.

Staff also reviewed the traffic collision history for these intersections, which confirmed there were no "reported" traffic collisions within the past four years. See attachment traffic collision summary table.

This item was presented to the Traffic Safety Committee via Zoom platform on April 14, 2021. Staff sent notices to area residents inviting them Zoom-in to call-in to the Traffic Safety Committee Meeting and/or contact staff with any questions.

After the discussion, the Traffic Safety Committee approved staff's recommendation for the intersection of "D" Avenue and E. 31st Street for eastbound traffic:

1. Install one Stop control sign on E. 31st Street on the west side of "D" Avenue;
2. Install 25 feet of red curb "No Parking" on E. 31st Street on the west side of "D" Avenue. This will result in the loss of one (1) on-street parallel parking space.

Installation of red curb "No Parking" striping is used to prevent vehicles from obstructing visibility of the Stop signs and centerline striping for alignment and are typical traffic engineering safety measures for implementation of Stop sign control.

If approved by City Council, all work will be performed by City Public Works.

Location Map with Recommended Enhancements (TSC Item: 2021-04)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR APRIL 14, 2021**

ITEM NO. 2021-04

ITEM TITLE: REQUEST TO INSTALL STOP CONTROL SIGN FOR THE "T" INTERSECTION OF "D" AVENUE & E. 31ST STREET FOR EASTBOUND TRAFFIC ACCESSING "D" AVENUE.

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil Engineering & Public Works Department

DISCUSSION:

The Department of Public Works has requested the installation of a Stop control sign at the "T" intersection of "D" Avenue and E. 31st Street for eastbound traffic, in order to enhance safety at the intersection.

Staff visited the site and confirmed the "T" intersection is delimited by the area described above. Staff also confirmed that this intersection does not have signed or marked control. It should also be noted that the "T" intersection is located in a residential area where the streets are 2-lane local roadways with parking on both sides of the street and a posted speed limit of 25 mph.

Staff recommends the installation of a Stop Control sign at the "T" intersection delimited by the area described above since vehicles travelling on the minor streets must make a complete stop before attempting to enter onto the major streets that have the right of way.

Staff also reviewed the traffic collision history for these intersections, which confirmed there were no "reported" traffic collisions within the past four years. See attachment traffic collision summary table.

STAFF RECOMMENDATION:

Staff recommends the following traffic safety enhancements for the intersection of "D" Avenue and E. 31st Street for eastbound traffic:

1. Install one Stop control sign on E. 31st Street on the west side of "D" Avenue;
2. Install 25 feet of red curb "No Parking" on E. 31st Street on the west side of "D" Avenue. This will result in the loss of one (1) on-street parallel parking space.

EXHIBITS:

1. Public Request
2. Public Notice
3. Location Map
4. Photos
5. Traffic Collision History



Carla, We have a uncontrolled intersection at 31ST St. & D Ave. and we want to install a STOP sign at it. On the weekends the Swap Meet traffic is out of control, and this becomes a dangerous area for vehicles and pedestrians. Can you please write this up and take it to th Traffic Safety Control meeting for review and approval. Thank you.



April 7, 2021

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2021-04

REQUEST TO INSTALL STOP CONTROL SIGN AT THE "T" INTERSECTION OF "D" AVENUE & E. 31ST STREET FOR EASTBOUND TRAFFIC ACCESSING "D" AVENUE.

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Conference Call scheduled for **Wednesday, April 14, 2021, at 1:00 P.M.** via Zoom. Please use the following information to call-in to the meeting during the scheduled time:

Join Zoom Meeting from computer

<https://zoom.us/j/98340045315?pwd=VFY4dVvk1VjNXZEIDK0xaY2c1WTIXUT09>

Join Zoom Meeting by phone

+1 669-900-9128

Meeting ID: 983 4004 5315

Passcode: 354413

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2021-04.

Sincerely,

Roberto Yano, P.E.
City Engineer/Director of Public Works

RY:ch

Enclosure: Location Map

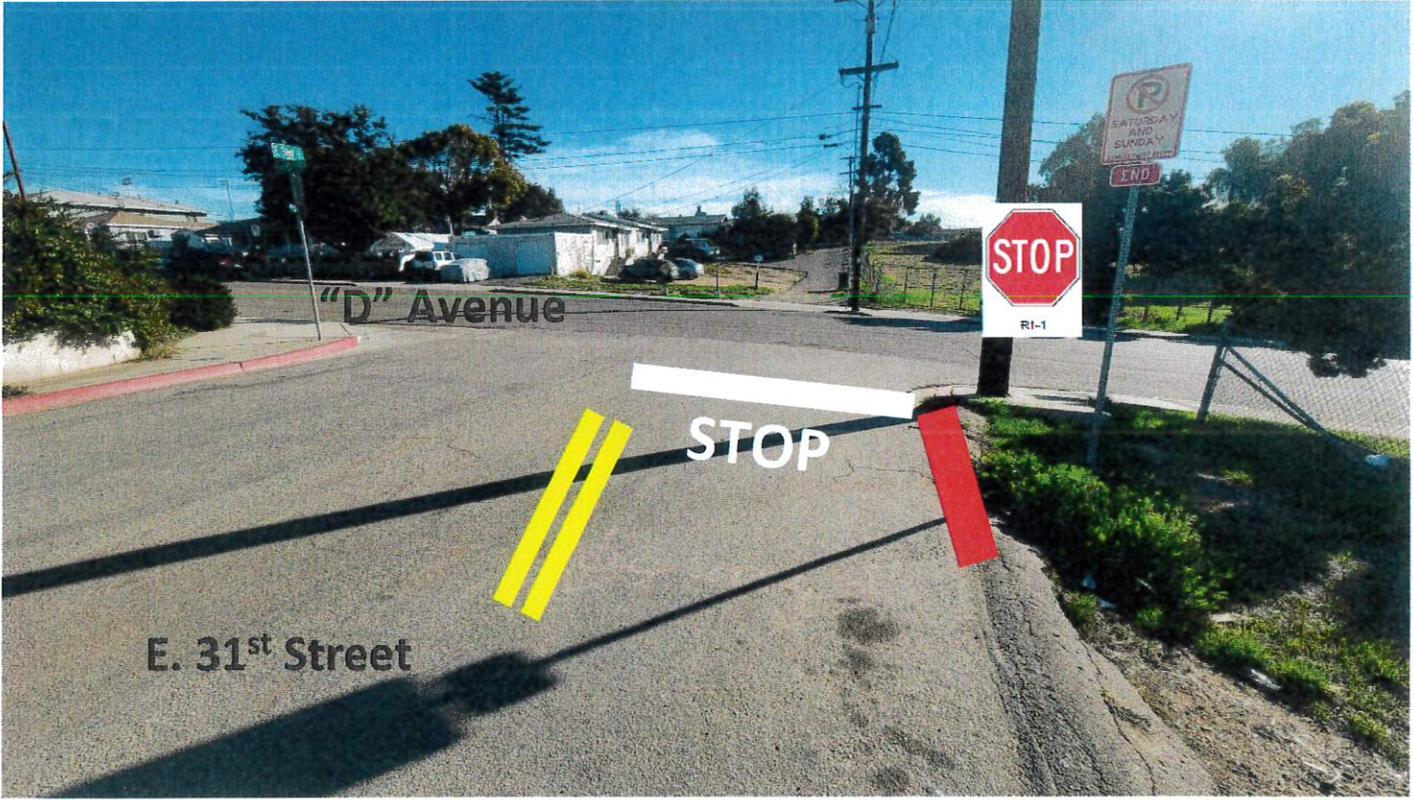
2021-04

Location Map with Recommended Enhancements (TSC Item: 2021-04)





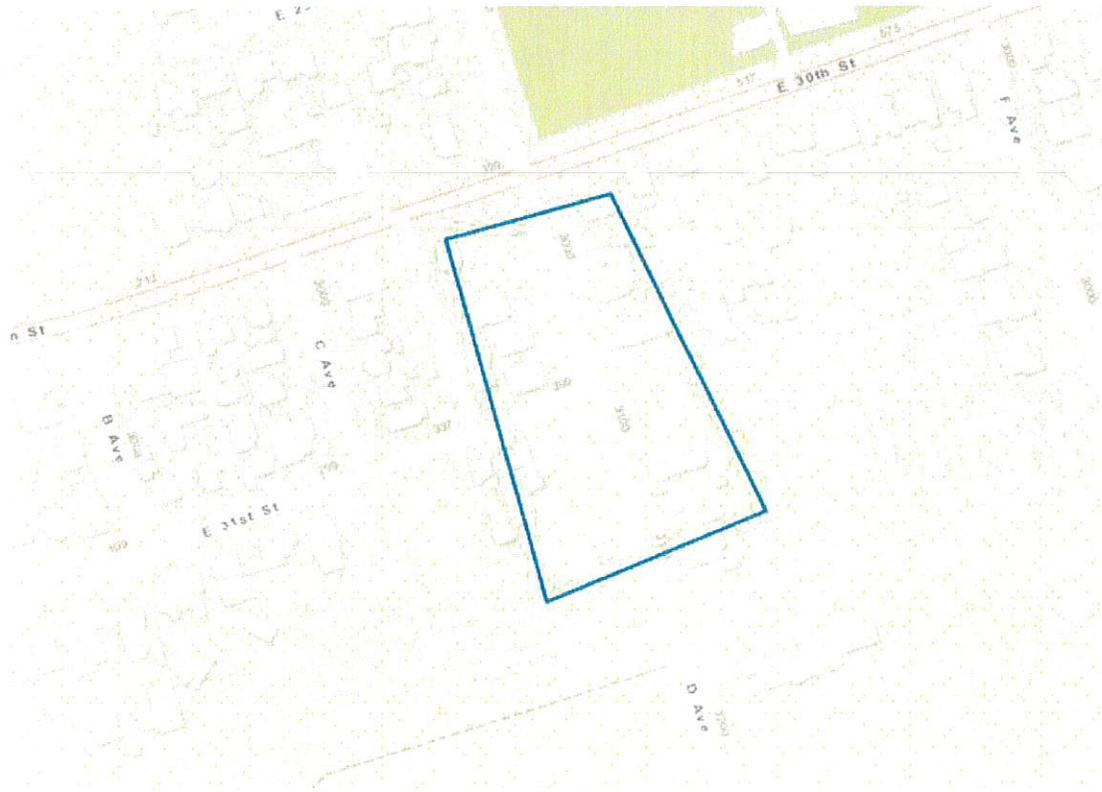
Request to install Stop Control sign on E. 31st Street on the west side of "D" Avenue (looking south)



Request to install Stop Control sign on E. 31st Street on the west side of "D" Avenue (looking east)

Traffic Collision History (NCPD Records Division)

There have been no reported traffic collisions on the intersection of D Avenue & E. 31st Street, within the past four years.



RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE INSTALLATION OF A STOP CONTROL SIGN FOR THE “T” INTERSECTION OF EAST 31ST STREET AND “D” AVENUE FOR EASTBOUND TRAFFIC ACCESSING “D” AVENUE (TSC NO. 2021-04)

WHEREAS, the National City’s Department of Public Works has requested the installation of a Stop control sign at the “T” intersection of “D” Avenue and East 31st Street for eastbound traffic, in order to enhance safety at the intersection; and

WHEREAS, City staff performed a site evaluation and confirmed that this intersection does not have signed or marked control; and

WHEREAS, the “T” intersection is located in a residential area where the streets are 2-lane local roadways with parking on both sides of the street and a posted speed limit of 25 miles per hour (“mph”); and

WHEREAS, City staff recommend installing a Stop Control sign at the “T” intersection since vehicles travelling on the minor streets must make a complete stop before attempting to enter onto the major streets that have the right of way; and

WHEREAS, on April 14, 2021, City staff presented its recommendation to the City of National City Traffic Safety Committee, which voted unanimously to approve City staff’s recommendation for the following traffic safety enhancements in the intersection of “D” Avenue and East 31st Street:

1. Install one Stop control sign on East 31st Street on the west side of “D” Avenue; and
2. Install 25 feet of red curb “No Parking” on East 31st Street on the west side of “D” Avenue which will result in the loss of one (1) on-street parallel parking space.

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

Section 1: City Council approves the following traffic safety enhancements (TSC NO. 2021-04) in the intersection of “D” Avenue and East 31st Street for eastbound traffic:

1. Install one Stop control sign on East 31st Street on the west side of “D” Avenue; and
2. Install 25 feet of red curb “No Parking” on East 31st Street on the west side of “D” Avenue which will result in the loss of one (1) on-street parallel parking space.

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

PASSED and ADOPTED this 4th day of May, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of a blue curb disabled persons parking space with sign in front of the residence located at 1615 “C” Avenue \(TSC No. 2021-05\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 4, 2021

AGENDA ITEM NO.

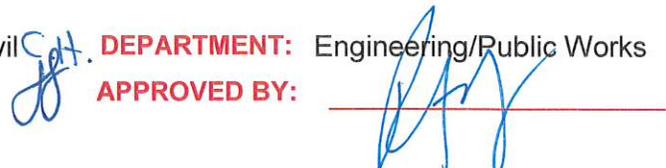
ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of a blue curb disabled persons parking space with sign in front of the residence located at 1615 "C" Avenue (TSC No. 2021-05).

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4388

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

| N/A |

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution authorizing installation of a blue curb disabled persons parking space with sign in front of the residence located at 1615 "C" Avenue.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on April 14, 2021, the Traffic Safety Committee approved staff's recommendation to install a blue curb disabled persons parking space with sign in front of the residence located at 1615 "C" Avenue.

ATTACHMENTS:

1. Explanation w/ Exhibit
2. Staff Report to the Traffic Safety Committee on April 14, 2021 (TSC No. 2021-05)
3. Resolution

EXPLANATION

The resident of 1615 "C" Avenue has requested a blue curb disabled persons parking space in front of her residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. The resident stated that it is difficult for her to find parking in front of her residence due to the high demand of parking in the area and that a disabled persons parking space in front of her residence would provide easier access to the house.

Staff visited the site and observed that the resident's residence has no driveway and no garage. The slope on "C" Avenue was found to be negligible.

The City Council has adopted a policy which is used to evaluate requests for disabled persons parking spaces. The City Council Disabled Persons Parking Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

This item was presented to the Traffic Safety Committee via Zoom platform on April 14, 2021. Staff sent notices to area residents inviting them Zoom-in to call-in to the Traffic Safety Committee Meeting and/or contact staff with any questions.

The Traffic Safety Committee voted to approve staff's recommendation to install a blue curb disabled persons parking space with sign, since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met.

The applicant was informed that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

If approved by City Council, all work will be performed by City Public Works

Location Map with Recommended Enhancements (TSC Item: 2021-05)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR APRIL 14, 2021**

ITEM NO. 2021-05

ITEM TITLE: REQUEST FOR INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 1615 "C" AVENUE

PREPARED BY: Carla Hutchinson, Assistant Engineer – Civil Engineering & Public Works Department

DISCUSSION:

The resident of 1615 "C" Avenue, has requested a blue curb disabled persons parking space in front of her residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. The resident stated that it is difficult for her to find parking in front of her residence due to the high demand of parking in the area and that a disabled persons parking space in front of her residence would provide easier access to the house.

Staff visited the site and observed that the resident's residence has no driveway and no garage. The slope on "C" Avenue was found to be negligible.

The City Council has adopted a policy which is used to evaluate requests for disabled persons parking spaces. The City Council Disabled Persons Parking Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

It shall be noted that disabled persons parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

STAFF RECOMMENDATION:

Since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met, staff recommends the installation of a blue curb disabled persons parking space with signage in front of the residence at 1615 "C" Avenue.

EXHIBITS:

1. Public Request Form
2. Public Notice
3. Location Map
4. Photos
5. City Council Disabled Persons Parking Policy

2021-05

REQUEST FOR BLUE CURB DISABLED PERSONS PARKING SPACE RECEIVED
ENG & PW DEPT.

NAME OF DISABLED PERSON: _____ MAY 03 21 P 1:23

NAME OF REPRESENTATIVE FOR DISABLED PERSON (if different from above): _____
 CITY OF NATIONAL CITY

ADDRESS: 11615 "C" AVE NATIONAL CITY CA, 91950

EMAIL: _____

PHONE NUMBER: _____

Please answer the following questions, which will assist Engineering staff, the Traffic Safety Committee, and your City Council in determining if you are qualified to have a blue curb disabled persons parking space placed in front of your residence. Please be informed that all blue curb parking spaces are considered public parking. Therefore, any registered vehicle in possession of a disabled persons placard or license plate is legally allowed to park in the blue curb space for up to 72 continuous hours.

1) Do you possess a valid disabled person's placard issued by the California Department of Motor Vehicles (DMV)? YES NO
 If YES, please include a copy of the placard, which contains your name, address, placard number, and expiration date.

2) Does your residence have a garage? YES NO
 If YES, is the garage large enough to park a vehicle (minimum of 20' x 12') YES NO

3) Does your residence have a driveway? YES NO
 If YES, a) is the driveway large enough to park a vehicle? YES NO
 (minimum of 20' x 12')
 b) is the driveway level? YES NO
 c) is the driveway sloped/inclined? YES NO

4) Please write any additional comments here (optional).
ONLY HOUSE ON BLOCK WITHOUT DRIVE WAY
NEAR TO APARTMENT WHICH HAS THEIR OWN SET
PARK STREET PARKING - BUT I HAVE A HARD TIME
BEING ABLE TO PARK IN FRONT OF MY RESIDENCE
EVEN PEOPLE IN ALLEY COME AND PARK, BUSINESSES ON
AROUND CORNER PARK CARS AND LEAVE HOME, THANK
YOU FOR YOUR HELP!



April 7, 2021

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2021-05

REQUEST TO INSTALL BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE LOCATED AT 1615 "C" AVENUE.

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Conference Call scheduled for **Wednesday, April 14, 2021, at 1:00 P.M.** via Zoom. Please use the following information to call-in to the meeting during the scheduled time:

Join Zoom Meeting from computer

<https://zoom.us/j/98340045315?pwd=VFY4dVh1VjNXZEIDK0xaY2c1WTIXUT09>

Join Zoom Meeting by phone

+1 669-900-9128

Meeting ID: 983 4004 5315

Passcode: 354413

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2021-05.

Sincerely,

Roberto Yano, P.E.
City Engineer/Director of Public Works

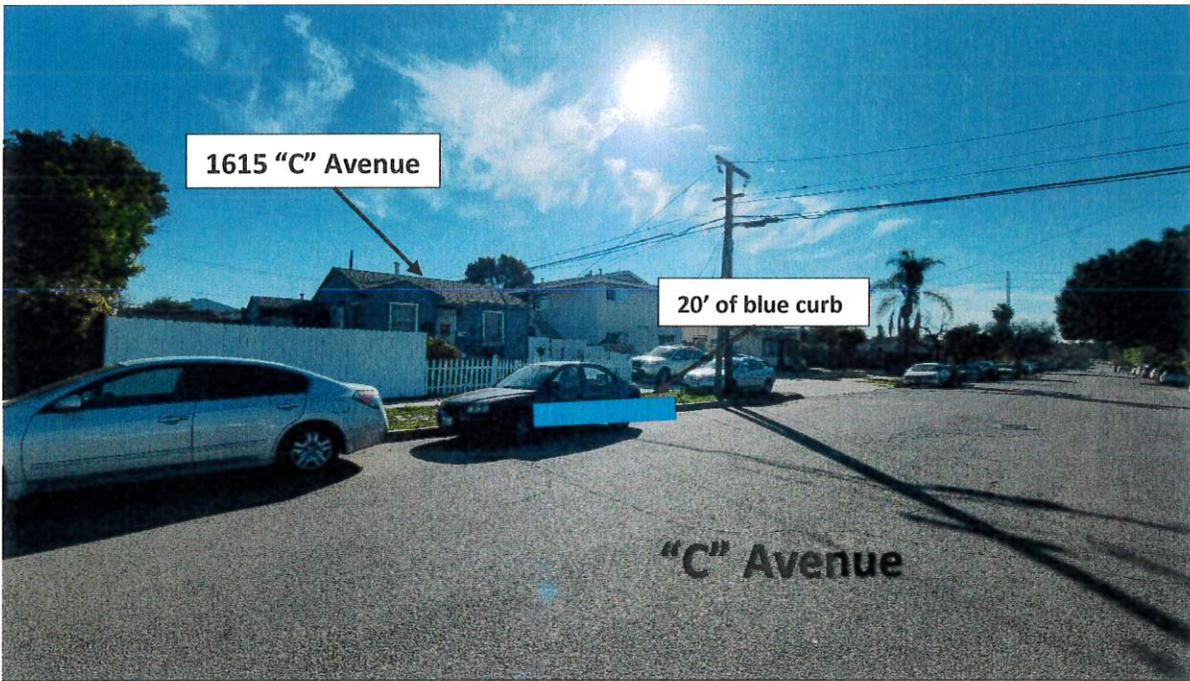
RY:ch

Enclosure: Location Map

2021-05

Location Map with Recommended Enhancements (TSC Item: 2021-05)





Location of proposed blue curb disabled persons parking space in front of 1615 "C" Avenue (looking south)



Location of proposed blue curb disabled persons parking space in front of 1615 "C" Avenue (looking east)

DISABLED PERSONS PARKING POLICY

The purpose of a disabled persons parking zone is to provide designated parking spaces at major points of assembly for the exclusive use of physically disabled persons whose vehicle displays a distinguishing license plate as authorized by the California Department of Motor Vehicles.

The City Council may upon recommendation of the City Engineer, designate specially marked and posted on-street parking spaces for disabled persons pursuant to California Vehicle Code 21101, et seq. at the following facilities:

1. Government buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.
2. Hospitals and convalescent homes with more than 75-bed capacity.
3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.
4. Community service facilities such as senior citizens service centers, etc.
5. Accredited vocational training and educational facilities where no off-street parking is provided for disabled persons.
6. Employment offices for major enterprises employing more than 200 persons.
7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.
8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.
9. Other places of assembly such as schools and churches.
10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.
11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.

12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.

In addition, disabled persons parking spaces may be provided within all publicly owned, leased or controlled off-street parking facilities as specified in the General Requirements.

General Requirements

Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).

Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 3% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.

The cost of installing disabled persons parking will be assumed by the City on public streets and public off-street parking facilities.

In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on-street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.

Special Hardship Cases

It is not the intention of the City to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exists:

- (1) Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."
- (2) The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.

- (3) Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

NOTE:It must be emphasized that such parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates may park in the above stalls.

Jha:p

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGN IN FRONT OF THE RESIDENCE LOCATED AT 1615 "C" AVENUE (TSC NO. 2021-05)

WHEREAS, the resident of 1615 "C" Avenue possesses a valid Disabled Person Placard from the State of California Department of Motor Vehicles and has requested the installation of a blue curb disabled persons parking space in front of the residence to provide easier and safer access to the home because the demand for parking is high making it difficult to find on-street parking; and

WHEREAS, after conducting an inspection and review, City staff has determined that all conditions have been met for the property to qualify for a blue curb disabled persons parking space in front of the home; and

WHEREAS, on April 14, 2021, the City of National City Traffic Safety Committee voted unanimously to approve the installation of a blue curb disabled persons parking space with signage in front of the residence located at 1615 "C" Avenue.

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

Section 1: City Council authorizes installing a blue curb disabled person's parking space with a sign in front of the residence located at 1615 "C" Avenue (TSC No. 2021-05).

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

PASSED and ADOPTED this 4th day of May, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of red curb “No Parking” on the east side of Palm Avenue, adjacent to the driveway of the apartment complex located at 1629 Palm Avenue, in order to enhance safety and visibility for drivers exiting the apartment driveway \(TSC No. 2021-06\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 4, 2021

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of red curb "No Parking" on the east side of Palm Avenue, adjacent to the driveway of the apartment complex located at 1629 Palm Avenue, in order to enhance safety and visibility for drivers exiting the apartment driveway (TSC No. 2021-06).

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil *C.H.* **DEPARTMENT:** Engineering/Public Works

PHONE: 619-336-4388

APPROVED BY: _____
[Signature]

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

| N/A |

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: **FINAL ADOPTION:**

STAFF RECOMMENDATION:

Adopt Resolution authorizing installation of red curb "No Parking" on the east side of Palm Avenue, adjacent to 1629 Palm Avenue.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on April 14, 2021, the Traffic Safety Committee approved staff's recommendation to install red curb "No Parking" on the east side of Palm Avenue, adjacent to 1629 Palm Avenue.

ATTACHMENTS:

1. Explanation w/ Exhibit
2. Staff Report to the Traffic Safety Committee on April 14, 2021 (TSC No. 2021-06)
3. Resolution

EXPLANATION

The property manager of “17 Palm Apartments” has requested the installation of red curb “No Parking” on the east side of Palm Avenue adjacent to the apartment driveway to enhance safety and visibility for drivers exiting the apartment driveway. The property manager stated that she has witnessed several accidents due to high speeds on Palm Avenue and visibility constraints when vehicles are parked on Palm Avenue too close to the apartment driveway. The property manager stated that adding red curb at the apartment driveway will enhance safety and visibility.

Staff performed a site evaluation. The posted speed limit for Palm Avenue is 25 mph. Staff confirmed that the “17 Palm Apartments” has one driveway on Palm Avenue. Staff agrees that additional red curb is warranted to enhance safety and visibility at the driveway based on vehicles speeds along Palm Avenue. The property manager is aware that additional red curb will result in some loss of on-street parking.

Staff also reviewed the traffic collision history for these intersections which confirmed there were two (2) “reported” traffic collisions within the past four years. See attached traffic collision summary table.

This item was presented to the Traffic Safety Committee via Zoom platform on April 14, 2021. Staff sent notices to area residents inviting them Zoom-in to call-in to the Traffic Safety Committee Meeting and/or contact staff with any questions.

Staff presented the results of the site evaluation and after discussion, the Traffic Safety Committee voted to approve staff’s recommendation to install red curb “No Parking” on the east side of Palm Avenue, adjacent to the driveway of 1629 Palm Avenue, to improve visibility for vehicles exiting the apartment driveway onto Palm Avenue. This will result in the loss of one (1) on-street parking space.

If approved by City Council, all work will be performed by City Public Works.

Location Map with Recommended Enhancements (TSC Item: 2021-06)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR APRIL 14, 2021**

ITEM NO. 2021-06

ITEM TITLE: REQUEST TO INSTALL RED CURB "NO PARKING" ON THE EAST SIDE OF PALM AVENUE ADJACENT TO THE DRIVEWAY OF THE APARTMENT COMPLEX LOCATED AT 1629 PALM AVENUE IN ORDER TO ENHANCE SAFETY AND VISIBILITY FOR DRIVERS EXITING THE APARTMENT DRIVEWAY.

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil Engineering & Public Works Department

DISCUSSION:

The property manager of "17 Palm Apartments", has requested the installation of red curb "No Parking" on the east side of Palm Avenue adjacent to the apartment driveway to enhance safety and visibility for drivers exiting the apartment driveway. The property manager stated that she has witnessed several accidents due to high speeds on Palm Avenue and visibility constraints when vehicles are parked on Palm Avenue too close to the apartment driveway. The property manager stated that adding red curb at the apartment driveway will enhance safety and visibility.

Staff performed a site evaluation. The posted speed limit for Palm Avenue is 25 mph. Staff confirmed that the "17 Palm Apartments" have one driveway on Palm Avenue. Staff agrees that additional red curb is warranted to enhance safety and visibility at the driveway based on vehicles speeds along Palm Avenue. The property manager is aware that additional red curb will result in some loss of on-street parking.

STAFF RECOMMENDATION:

Staff recommends installation of red curb "No Parking" on the east side of Palm Avenue adjacent to the "17 Palm Apartments" driveway to enhance safety and visibility for drivers exiting the apartment driveway. The amount of red curb is summarized below.

1. Install 16 feet of red curb "No Parking" to the south of the driveway;
2. Install 10 feet of red curb "No Parking" to the north of the driveway.

ATTACHMENTS:

1. Public Request
2. Public Notice
3. Location Map
4. Photos
5. Traffic collision history



PUBLIC REQUEST FORM

Contact Information

Name: _____
Address: 1629 Palm Avenue
Phone: _____ Email: _____

Request Information

Location: 1629 Palm Avenue
Request: No visibility when exiting the driveway. Requesting red curb to improve visibility.

Attachments: Yes No Description: _____

Internal Use Only:

Request Received By: _____ Date: 10/5/20
Received via: Counter/In-Person Telephone Email Fax Referral: _____
Assigned To: _____
Notes: _____



April 7, 2021

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2021-06

REQUEST TO INSTALL RED CURB "NO PARKING" ON THE EAST SIDE OF PALM AVENUE ADJACENT TO THE DRIVEWAY OF THE APARTMENT COMPLEX LOCATED AT 1629 PALM AVENUE IN ORDER TO ENHANCE SAFETY AND VISIBILITY FOR DRIVERS EXITING THE APARTMENT DRIVEWAY.

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Conference Call scheduled for **Wednesday, April 14, 2021, at 1:00 P.M.** via Zoom. Please use the following information to call-in to the meeting during the scheduled time:

Join Zoom Meeting from computer

<https://zoom.us/j/98340045315?pwd=VFY4dVk1VjNXZEIDK0xaY2c1WTIXUT09>

Join Zoom Meeting by phone

+1 669-900-9128

Meeting ID: 983 4004 5315

Passcode: 354413

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2021-06.

Sincerely,

Roberto Yano, P.E.
City Engineer/Director of Public Works

RY:ch

Enclosure: Location Map

2021-06

Location Map with Recommended Enhancements (TSC Item: 2021-06)





Location of proposed red curb "No Parking" in front of 1629 Palm Avenue (looking east)

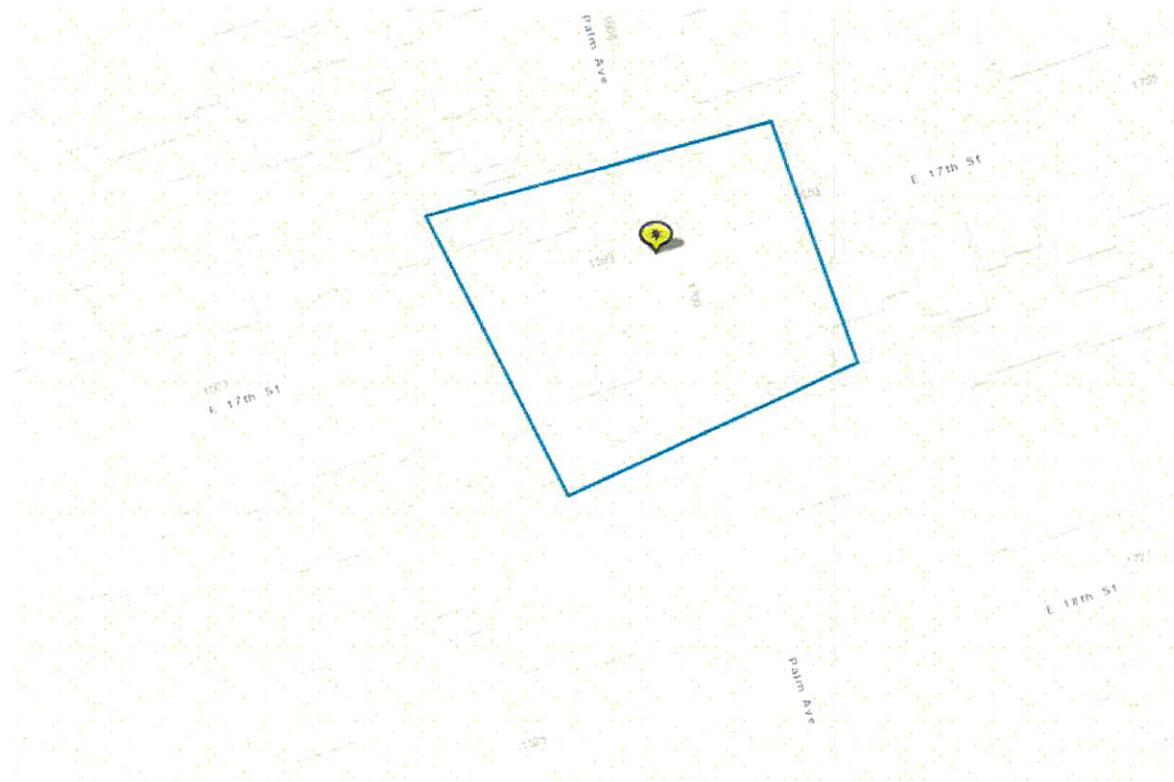


Location of proposed red curb "No Parking" in front of 1629 Palm Avenue (looking south)

Traffic Collision History (NCPD Records Division)

From March 1, 2017 – March 1, 2021, there were three (2) traffic collision on the intersection of Palm Avenue & E. 17th Street.

AGENCY	ACTIVITY NUMBER	DATE & TIME	VIOLATION CODE	VIOLATION DESCRIPTION	ADDRESS	INJURY FLAG	NUMBER INJURED	NUMBER KILLED	HIT & RUN FLAG	PEDESTRIAN RELATED	CHARGE LEVEL
NATIONAL CITY	1802509	5/20/2018 18:35	VC 21802A	RIGHT-OF-WAY:FROM STOP INTERSECTION (I)	E17TH STREET & PALM AVENUE, NC, 91950	Y	1	0	N	N	INFRACTION
NATIONAL CITY	1901205	3/2/2019 0:14	VC 23152A	DUI ALCOHOL (M)	PALM AVENUE & E 17TH STREET, NC, 91950	N	0	0	N	N	MISDEMEANOR



RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING INSTALLING A RED CURB “NO PARKING” ON THE EAST SIDE OF PALM AVENUE, ADJACENT TO THE DRIVEWAY OF THE APARTMENT COMPLEX LOCATED AT 1629 PALM AVENUE, TO ENHANCE SAFETY AND VISIBILITY FOR DRIVERS EXITING THE APARTMENT DRIVEWAY (TSC NO. 2021-06)

WHEREAS, the property manager of “17 Palm Apartments” has requested the installation of red curb “No Parking” on the east side of Palm Avenue adjacent to the apartment driveway to enhance safety and visibility for drivers exiting the apartment driveway; and

WHEREAS, City staff visited the site and confirmed that the “17 Palm Apartments” has one driveway on Palm Avenue with a speed limit of twenty-five (25) mph; and

WHEREAS, City staff agrees that additional red curb is warranted to enhance safety and visibility at the driveway based on vehicles speeds along Palm Avenue; and

WHEREAS, City staff reviewed the traffic collision history for this location, which confirmed there was two (2) “reported” traffic collision within the past four years; and

WHEREAS, on April 14, 2021, the City’s Traffic Safety Committee voted unanimously to approve staff’s recommendation to install red curb “No Parking” on the east side of Palm Avenue, adjacent to the driveway of 1629 Palm Avenue, to improve visibility for vehicles exiting the apartment driveway onto Palm Avenue.

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

Section 1: City Council authorizes the installation of red curb “No Parking” on the east side of Palm Avenue, adjacent to the driveway of the apartment complex located at 1629 Palm Avenue, to enhance safety and visibility for drivers exiting the apartment driveway (TSC No. 2021-06).

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

PASSED and ADOPTED this 4th day of May, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Authorizing the issuance of a Request for Proposals \(RFP\) for Towing and Impound Services, for the City of National City. \(Finance/Police\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 4, 2021

AGENDA ITEM NO.

ITEM TITLE:

Authorizing the issuance of a Request for Proposals (RFP) for Towing and Impound Services, for the City of National City.

PREPARED BY: Debra Lunt/Jose Tellez

DEPARTMENT: Finance/Police

PHONE: 619-336-4582/4510

APPROVED BY: 

EXPLANATION:

See Attached

FINANCIAL STATEMENT:

APPROVED: 

Finance

ACCOUNT NO.

APPROVED:

MIS

N/A

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Review and approve the issuance of RFP for towing and impound services..

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Staff Report
2. Background for Current Towing and Impound Contract
3. Draft "Request for Proposal"

EXPLANATION:

As authorized by the City Council on September 6, 2016, the City of National City executed contracts with two towing contractors to provide towing and impound services for the National City Police Department. Having reached the end of the contract period and exhausting the allowable extensions, the contracts will expire on September 30, 2021. (a chronology of the selection and award process is provided in Attachment A).

In late 2020, a working group comprised of representatives from the City Manager, and City Attorney's offices; and the Finance, Police and Neighborhood Services Departments was convened in order to facilitate a timely process for a seamless continuation of services beyond September 30, 2021. Consistent with the City's practice of seeking proposals for contractual services, the working group has drafted a Request for Proposals (RFP) for towing and impound services. The attached RFP is provided to the City Council for review and approval prior to its release (Attachment B).

The purpose of the RFP is to obtain a contract to provide towing and impound services for the City for a period of two (2) years from award of the contract, with options to renew up to three (3) additional one year periods. The performance area includes all incorporated areas of the City of National City. The RFP also contains language that the City award contracts to two tow contractors.

Upon City Council's approval, staff will advertise the RFP in local newspapers, including the *San Diego Union Tribune* and *The Star News*, mail the RFP to the City's vendor list and post on the City's website. The next steps in the process will include a review and analysis of the proposals by the working group. Site visits to the tow companies that meet the requirements set forth in the RFP will also be conducted.

Staff anticipates bringing forth a recommendation to the City Council for the award of the tow contract(s) on August 17, 2021.

Background for Current Towing and Impound Contract

<u>Meeting Date</u>	<u>Council Action</u>
May 17, 2016	Request for Proposals for towing and impound services were submitted to Council for approval and issuance.
Sept 6, 2016	After a competitive RFP process, City Council awarded towing contracts to Angelos Towing and Road One Towing for two year term. (Contract Terms: October 1, 2016 through September 30, 2018)
October 1, 2018	City Council approves First (1) year Amendment to towing contracts with Angelos Towing and Road One Towing, Inc. extending the terms by one year. (Contract Terms: October 1, 2018 to September 30, 2019)
Sept 30, 2019	City Council approves Second (1) year Amendment to towing contracts with Angelos Towing and Road One Towing, Inc. extending the terms by one year. (Contract Terms: October 1, 2019 to September 30, 2020)
October 1, 2020	City Council approves Third and final (1) year Amendment to towing contract with Angelos Towing and Road One Towing, Inc. extending the terms by one year. (Contract Terms: October 1, 2020 through September 30, 2021)



Attachment B

CITY OF NATIONAL CITY
REQUEST FOR PROPOSAL

RFP #: GS2021-1

Title: Towing and Impound Contract

Date Issued: May 6, 2021

Proposals Due: Tuesday, June 8, 2021 by 3:30 p.m.
Note: Proposals must be received in the Finance Department, at the address below, by the date & time shown.

Questions Due: Monday, May 17, 2021 by 3:30 p.m.
Last day to submit questions

Note:

- Proposal is subject to all terms and conditions contained herein.
- For information call: Debra Lunt, Buyer (hereinafter "Purchasing Agent") (619) 336-4570 or email: dlunt@nationalcityca.gov

Complete All Information Below. Failure to do so may deem your proposal unresponsive or rejected for being incomplete.

Bidding Contractor Information:

Company Name: _____

Address: _____

Signature: _____

Printed Name: _____ Date: _____

Phone: Office: _____ Fax: _____

Mobile: _____

Web Address: _____ Email: _____

CITY OF NATIONAL CITY
FINANCE DEPARTMENT / PURCHASING DIVISION
1243 National City Blvd., National City, CA 91950
Ph (619)336-4570 Fax (619)336-4349
www.nationalcityca.gov

3

INSTRUCTIONS FOR COMPLETING REQUEST FOR PROPOSALS ("RFP")

1. Where applicable, price each item separately. Prices should be stated per unit(s) specified herein.
2. Proposals must be submitted to, and received by the National City Finance Department / Purchasing Division, 1243 National City Blvd., National City, CA 91950, by the time and date specified on the cover page. Proposals will not be opened until after that time.
3. Proposals must be submitted using the forms and return address label provided as a part of this proposal package. The enclosed label should be attached to the envelope in which the proposal is being mailed, so that it is clearly identified as such.
4. Proposals shall be prepared in ink, by typewriter or on computer. Pencil is unacceptable. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the proposal.
5. Proposals received after the prescribed due date will be time stamped and returned to the contractor unopened. (See #2 above.)
6. If you choose to "NO PROPOSAL", or not to respond to this request, return the cover page and state reason; otherwise your name may be removed from the City's contractor list.
7. Should a Bidding Contractor find discrepancies in, or omissions from the specifications, or be in doubt as to their true meaning, Bidding Contractor may promptly request an interpretation from the Purchasing Agent. Any interpretation of, or change to the proposed documents will be made only by an addendum issued to each person to whom specifications have been issued, and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations. Any request for an interpretation must be submitted to City Purchasing Agent no later than May 17, 2021 by 3:30 p.m.
8. Failure to respond to any portion of the RFP may be cause for rejection of proposal.
9. Any Bidding Contractor who wishes to withdraw its proposal must do so before the time and date established for opening of the RFPs.
10. If there are any questions or comments relative to technicalities of the proposal, they must be submitted in writing to the City Purchasing Agent no later than May 17, 2021 by 3:30 p.m.
11. Bidding Contractor shall read all attached terms, conditions and specifications carefully; they are a part of the proposal and shall be submitted with your response on the due date.

STANDARD TERMS AND CONDITIONS
FOR REQUEST FOR PROPOSALS

1. EQUAL OPPORTUNITY

Each Bidding Contractor is required to have an Equal Opportunity Program of their own, a copy of which must be submitted with the proposal, or otherwise filed with the City's Finance Department. Companies with fewer than fifteen (15) regular, full-time employees at the time of award, are exempt.

The object of this program is to assure that vendors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin; and will take action to assure that applicants are employed and that employees are treated, during employment, without regard to race, color, religion, sex, or national origin.

The City of National City, as a matter of policy, encourages the participation of small, disabled-owned businesses.

2. ASSIGNMENT OF RIGHTS, TITLE AND INTEREST

In submitting a proposal to the City, the Bidding Contractor offers and agrees that if the /proposal is accepted, it will assign to the City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from services provided by the proposal for sale to the City pursuant to the proposal. Such assignment shall be made and become effective at the time the City tenders final payment to the Bidding Contractor.

3. SIGNATURE

All proposals must be signed with the company name and by an authorized officer or employee. The name is to be typed or printed along with signature. Obligations assumed by such signature must be fulfilled.

4. VARIATIONS IN SPECIFICATIONS

The City reserves the right to waive a variation in specifications if, in the opinion of the City, such variation does not materially change the item or its performance within parameters acceptable to the City.

5. WARRANTIES

Bidding Contractor agrees that the services to be furnished shall be covered by the most favorable commercial warranties the Bidding Contractor gives to any customer for the same or substantially similar services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to the City.

5

6. FAILURE TO RESPOND

In the event your company fails to respond to two (2) consecutive "Request for Bids/Proposals", your company may be deleted from the Finance Department's contractor list. Reinstatement can be accomplished upon request.

7. INDEMNIFICATION

The Bidding Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, material, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this proposal, and from any and all claims occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Bidding Contractor in the performance of this RFP.

8. BUSINESS LICENSE

All Bidding Contractors conducting business within the corporate limits of the City of National City must procure a business license. (Ref.: NCMC 6.04). Additional information may be obtained by calling the Business License Inspector at (619) 336-4341.

9. SPECIFICATIONS

The specifications contained herein are to be considered as minimum. Bidding Contractors may offer equipment which exceeds these requirements. However, equipment which fails to meet the minimum requirement at the time of inspection shall be considered as non-responsive to our needs. Any additions, deletions or variations to this specification must be stated. Bidding Contractor must furnish descriptive literature, complete specifications and data on the equipment furnished.

6

TABLE OF CONTENTS

I. Objective and Process	1
A. Background.....	1
B. Definitions.....	1
C. Scope of Work	5
D. Objective	5
E. Purchasing Agent	6
F. Questions.....	6
G. Submission of Proposals	6
H. Closing Date.....	7
I. Late Submissions	7
J. Economy of Preparation	7
K. Content of the Proposals	7
L. Submittals Required Upon Provisional Award	9
M. Acceptability of Proposals.....	9
N. Evaluation	9
O. Oral Presentations	10
P. Negotiation.....	10
Q. City's Unilateral Right.....	10
R. Evidence of Responsibility	10
S. Basis of Award.....	11
T. Incurred Expenses	11
II. General Requirements.....	11
A. Roles of the Purchasing Agent and City Contract Administrator.....	11
B. Insurance Requirements.....	12
C. Option to Renew	13
D. Standard Terms and Conditions	14
III. Specific Provisions.....	14
A. Technical Merit	14
B. Business Hours.	16
C. Contractor's Employees	16
D. Storage Yard	17

TABLE OF CONTENTS (cont.)

E. Trucks 18

F. Towing..... 19

G. Response Time.....19

H. Towing Program Fee..... 19

I. Other Fees 20

IV. Pricing Submittal..... 20

 A. Towing Program Fees..... 21

 B. Towing Charges for City Vehicles21

 C. Storage Fees..... 21

 D. Lien Sale Fees 21

Attachments:

 A. Towing Fee Schedule.....22

 B. Bidding Contractor's References.....24

8

I. OBJECTIVE AND PROCESS

A. BACKGROUND

On a daily basis, officers require vehicles be towed for various purposes. During calendar year 2020 the National City Police Department (hereinafter "NCPD") initiated non-referral impound towing of approximately 1,975 vehicles. The City of National City (hereinafter "City") does not operate tow trucks, nor does it have sufficient storage for the number of vehicles towed per year. Therefore, it is necessary to contract for such services to assist the NCPD.

B. DEFINITIONS

ADMINISTRATIVE REVIEW FEE

"**Administrative Review Fee**" is a fee charged to the vehicle owner, operator or agent and is collected by the contractor, on behalf of the City. The fee supports the staff time utilized to process and administer requests and appeals from unlicensed drivers for release for their vehicles prior to the 30 days prescribed by the California Vehicle Code. This includes a hearing with the Police Traffic Supervisor. The "Administrative Review Fee" may be adjusted during the term of the Contract at the discretion of the City.

"**Bidding Contractor**" is defined as a potential Contractor submitting a Proposal in response to the City's formal Request for Proposals.

"**Committee**" is defined as the Chief of Police, City Attorney, Purchasing Agent and City Manager, or their designees.

"**Contract**" is defined as the agreement between the City of National City and the Contractor(s) chosen as a result of this Request for Proposals (hereinafter "RFP") for the proposed dates of service.

"**Contract Administrator**" is defined as the Chief of Police.

"**Contractor**" is defined as the company(s) selected to be the designated tow truck company(s) during the term of the Contract.

"**Contractor Rotation**" is defined as the on-call rotation schedule determined by NCPD as to which Contractor is on-call at any given time, which schedule will depend on the quantity of chosen Contractors but will be equally arranged.

"**Contract Year**" is defined as any one year, a consecutive 365 day period during the term of this agreement.

"**Fee Schedule**" is defined as the fees charged by a Contractor to the owner, operator, or agent of the subject vehicle for various services charged by or

through the Contractor. The fee schedule is approved and authorized by the City Council. The fee schedule includes itemized charges for numerous towing and storage services, including but not limited to, hookup fees, dolly fees, daily storage fees, after-hour release fees, City administrative fees, etc.

“Negligent Vehicle Impound Release (NVIR) Fee” is authorized by the City and is paid by the owner to the City, collected through the Contractor. The NVIR Fee is defined as a fee charged to the owner, operator or agent of a vehicle that violated certain specified sections of the California Vehicle Code or National City Municipal Code. The NVIR fee is currently established at one hundred twenty four (\$124) dollars. The NVIR fee may be adjusted during the term of the Contract at the discretion of the City. The Contractor, on behalf of the City, collects this fee from the owner, in addition to the other fees the Contractor is authorized to charge and collect, and remits this payment to the City twice a month. NVIR Fee is authorized by California Vehicle Code Section 22850.5.(a).

“On-Demand Tow” is defined as the towing of a vehicle by a towing company that has been requested by the vehicle owner, operator, or agent, without police involvement. On-Demand tows may include owners or agents of private property landholders who arrange for vehicle towing service from private property without police involvement. If NCPD becomes involved in arranging for tow service, the matter is considered a **“Police Referral Tow”**. On-Demand Tows are considered independent services outside the scope of the City’s Contract.

“Police Tow” shall mean the towing of a vehicle at the direction of NCPD where the consent of the owner or operator or their agent of the vehicle is not required under existing law. This shall include, but is not limited to, the towing of vehicles that are illegally parked, abandoned, are evidence in a criminal investigation, are disabled due to a collision (pursuant to Sect. 22500 Cal. Veh. Code), mechanically disabled, or otherwise subject to the authority of NCPD.

“Police Referral Tow” is defined as the towing of a vehicle by the NCPD, at the request of the vehicle owner or operator or their agent. Examples include mechanically disabled vehicles, vehicles disabled as a result of collision, or any other circumstances where the public right-of-way is impacted.

“Proposal” is defined as a potential Contractor’s response/bid to this RFP.

“Provisional Award” means the final selection of Contractor(s) recommended by City staff but before City Council has awarded the final Contract.

“Purchasing Agent” for the City is defined as the designated position of Buyer in the Finance Department.

“RFP” means Request for Proposals for the Towing Contract.

10

“Response Time” is defined as the elapsed time between the dispatch of the tow service request by the NCPD Dispatch Center or City employee to the Contractor and the arrival of the specific tow truck type requested to fulfill the tow need on-scene.

“Secondary Tow” is defined as the impound of a vehicle on orders of law enforcement under the authority of California Vehicle Code § 22655 or 22655.5 and the vehicle is brought to the NCPD for evidence processing. The secondary tow occurs when NCPD directs the original Contractor to retrieve and store the vehicle on the Contractor’s property.

“Towing Program Fee” is a fee from Contractor to City and is authorized by California Vehicle Code Section 12110(b). It is defined as a quarterly fee charged to Contractor(s) by the City in connection with the award of a franchise for the towing services for the City. The Towing Program Fee is designed to compensate the City for its actual and reasonable costs incurred by the City to process and administer towing services. The Towing Program Fee may be adjusted during the term of the Contract at the discretion of the City Council, and is payable and set forth in Attachment A. If more than one Contractor is chosen, then the fee is divided equally amongst the number, in equal shares, each quarter.

C. SCOPE OF WORK

The purpose of this RFP is to obtain a Contract to provide towing services required by the City for the period of two (2) years from award of the Contract, with options to renew up to three (3) additional one year periods. The Contractor shall provide towing and storage for the City of National City for its towing allowed by law without the owner or agent’s consent, provided under the law. The performance area includes all incorporated areas of the City of National City, California. The Contract excludes vehicles that are towed due to impound forfeiture or the City’s abandoned vehicles program (“AVA”). Subcontracting by the Contractor for the actual towing service will not be permitted by the City.

D. OBJECTIVE

The objective of this RFP is to award Contract(s) that deliver the best overall value to the City, including, but not limited to, experience, price, delivery, ability to meet specifications, efficiency, and any and all other factors that may be of benefit to the City related to providing the services outlined in this RFP. It is the City’s intent to award Contracts to two Contractors. Contractors will be scheduled for towing services on a rotating schedule. Following award of the Contract(s), the NCPD Traffic Supervisor will provide each Contractor with a schedule.

E. PURCHASING AGENT

Contractors who have received this RFP from a source other than the Purchasing

Agent listed on the cover page of this RFP should immediately contact the Purchasing Agent and provide their name and mailing address to the City, in order that notices of addenda to the RFP, or other communications, can be sent to them. Bidding Contractors who fail to notify the Purchasing Agent with this information assume complete responsibility in the event that they do not receive communications prior to the closing date of the RFP.

F. QUESTIONS

Each Bidding Contractor is responsible for carefully reading and fully understanding the terms and conditions of this RFP. All contact between Bidding Contractors and the City will be formally made at scheduled meetings or in writing through the Purchasing Agent. Requests for clarification or additional information must be made in writing to the Purchasing Agent and received at the Finance Department address listed on the cover page no later than 3:30 p.m. on May 17, 2021. Such requests should contain the following: "QUESTIONS: RFP #GS2021-1". Only written communications relative to this RFP shall be considered. Hard copy, facsimile, and electronic mail are acceptable methods for submission of questions. It is incumbent upon the Bidding Contractor to verify City receipt of their questions.

All questions will be answered in writing. Both questions and answers may be distributed, without identification of the inquirer(s), to all Bidding Contractors who are on record with the Purchasing Agent as having received this RFP via an addendum. No oral communications can be relied upon for this RFP.

To the extent that a question causes a change to any part of this RFP, an addendum shall be issued addressing such.

G. SUBMISSION OF PROPOSALS

Proposals shall be:

1. Submitted in the format set forth herein;
2. Made in the official name of the business or individual under which the Bidding Contractor's business is conducted (including the official business address);
3. Cover page of this RFP signed by a person duly authorized to commit Bidding Contractor to the Proposal;
4. Submitted in a sealed envelope with label provided by City as part of the RFP package firmly attached to the front of the sealed proposal;

12

5. Addressed to the Purchasing Agent identified on the cover page of this RFP; and,
6. The Bidding Contractor must submit one (1) original cover page and three (3) copies. Attachments shall be provided in the same manner. Failure to submit the proposals in a sealed manner may cause it to be rejected as non-responsive and not acceptable. Faxed or electronically submitted proposals will not be accepted.

H. CLOSING DATE

Proposals must arrive at the location identified on the cover page of this RFP, received by the City of National City Finance Department on or before the date and time specified on the cover page, in the format set forth herein. There will be no public opening of the proposals. The names of the Bidding Contractors will not be released until announcement of the Provisional Award.

I. LATE SUBMISSIONS

Bidding Contractors mailing proposals should allow sufficient mail delivery time to insure timely receipt by the issuing office. Any proposal, addenda to proposals, request for withdrawal of proposals arriving after the closing date and time, or modification of a proposal that is not received at the designated location, time and date set forth herein will be considered late and shall not be accepted by the City. Delivery of the proposal to the specified location by the prescribed time and date is the sole responsibility of the Bidding Contractor. A record of late submission, request for withdrawal, or modification of a proposal shall be made in the appropriate City file.

J. ECONOMY OF PREPARATION

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the Bidding Contractor's offer and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

K. CONTENT OF THE PROPOSAL

1. Proposal Summary

The Proposal Summary shall be submitted by the company's management and shall contain a brief narrative or synopsis summary of how the Bidding Contractor's proposal meets the needs of the City incorporating the Bidding Contractor's understanding of the background, scope of work, and objective as specified in the RFP.

2. The Technical Proposal

The information specified herein must be addressed in the technical proposal. The Bidding Contractor must expressly indicate that it satisfies and is fully capable of providing each provision of the RFP. Bidding Contractors shall provide responses to each paragraph in the same order as the RFP citing the heading and then their response. Simple "Yes", "No", or "Comply" responses to stated Specific Provisions and Technical Specifications are insufficient. Rather, the Bidding Contractor must describe in detail how the proposed services meet or exceed the stated Specific Provisions and Specifications and Bidding Contractor shall state their understanding and compliance. Additionally, the Bidding Contractor must explain any exception or deviation from the Specific Provisions and Technical Specifications. Bidding Contractors should also include any other information they feel may be of benefit to the City.

Bidding Contractors are urged to read the Specific Provisions and Technical Specifications very carefully and must submit their questions, in writing, by 3:30 p.m., May 17, 2021. Misinterpretation of Specific Provisions and Technical Specifications by the Bidding Contractor shall not relieve the Bidding Contractor of responsibility to perform the contract, if awarded.

3. Submittals Required with Technical Specifications

- (1) Bidding Contractor's References (Attachment B to this RFP.)
- (2) Copy of CHP form 234B for trucks assigned to this RFP

Failure to provide the required submittals with the proposal may be cause for the proposal to be rejected as non-responsive and unacceptable.

4. Price Aspect of the Proposal

Price Proposal Pages

Bidding Contractors shall submit their own pricing proposals. The pricing proposals shall be clear, understandable, and in an organized fashion. (Attachment A, Page 22, Bidding Contractor must provide a bid for the Towing Fee Schedule. The City will evaluate submitted bids and determine an appropriate Towing Fee Schedule that will be applicable to each awarded Contractor and may be used as a guide in developing the

14

Price Proposal.)

5. Completion and Signing of the RFP Cover Page

Contractors must complete and sign the RFP cover page. Failure to submit this signed document may cause the Bidding Contractor's proposal to be rejected.

L. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

- A. Insurance requirements as specified in Section II, paragraph B of this RFP.
- B. Names of all Bidding Contractor's employees that will be assigned to the Contract, as specified in Section III, paragraph C of this RFP.
- C. Failure to provide the required submittals upon Provisional Award, within the time period specified, may be cause for the Provisional Award to be voided and the proposal to be rejected as non-responsive.

M. ACCEPTABILITY OF PROPOSALS

The Purchasing Agent shall determine which Bidding Contractors have met the requirements of the RFP. Failure to comply with any mandatory requirement will normally disqualify a proposal. The Purchasing Agent and/or Committee shall have the authority to determine whether any deviation from the requirements of this RFP is significant in nature. The Purchasing Agent may waive or permit to be cured minor irregularities or minor informalities in proposals that are immaterial or inconsequential in nature, whenever it is determined to be in the City's best interest. The Purchasing Agent may reject in whole or in part any and all proposals if such is in the City's best interest.

N. EVALUATION

The City Committee will review the Technical Specifications, Specific Provisions and Price Proposal. Additionally, the City reserves the right to require, during proposal evaluation, that the Bidding Contractor provide a copy of its most current Annual Report or audited Statement of Financial Condition to include a Balance Sheet, Income Statement, and Cash Flow Statement or other acceptable financial information. These documents may be relied on in further determining the Bidding Contractor's financial responsibility.

O. ORAL PRESENTATIONS

Bidding Contractors may be required to make individual presentations to the

Committee, or its designated representatives, in order to clarify their proposals. If the City determines that such presentation is needed, the issuing office will schedule a time and place for oral presentations. Bidding Contractor is required to make the oral presentation within five (5) workdays after request by the City. Each Bidding Contractor should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as its qualifications to furnish the specified products and services. Notwithstanding the possibility of a request for an oral presentation, Bidding Contractors shall not rely on the possibility of such a request and shall submit a complete and comprehensive written response to this RFP.

P. NEGOTIATION

The City has the right to accept the best proposal as submitted, without discussion or negotiation. Bidding Contractors should therefore not rely on having a chance to discuss, negotiate or adjust their proposals.

Q. CITY'S UNILATERAL RIGHT

This RFP creates no obligation on the part of the City to award a Contract(s) or to compensate Bidding Contractors for proposal preparation expenses. The City reserves the unilateral right to cancel this RFP, in whole or in part, or reject all proposals submitted in response to this RFP, when such action is determined to be fiscally advantageous to the City or otherwise in the best interest of the City; the unilateral right to award a contract in whole or in part; to award a contract to one (1) or more Bidding Contractors; to waive or permit cure of minor irregularities; and to conduct discussions with Bidding Contractors in any manner necessary to serve the best interest of the City.

R. EVIDENCE OF RESPONSIBILITY

Prior to the award of a Contract(s) pursuant to this RFP, the City may require all Bidding Contractors to submit such additional information bearing upon Bidding Contractor's ability to perform the Contract, as the City deems appropriate. A Bidding Contractor may be required to make an oral presentation or a demonstration of its facilities and equipment to the City. The City may also consider any information otherwise available, but not limited to price, technical, and qualifications relative to ability, customer service, capacity, integrity, ethics, performance record, proper levels of insurance, and experience of the Bidding Contractors.

S. BASIS OF AWARD

Award will be made to the responsible Bidding Contractor or Contractors whose proposal(s) is (are) determined to provide the overall best value to the City,

16

considering evaluation of service capabilities, experience, price, and other factors assessed in this RFP.

Technical ranking of proposals will be evaluated in conjunction with the corresponding price ranking to determine a final ranking for each proposal. The City is under no obligation to make award based solely upon financial factors. Monetary or other incentives offered by the Bidding Contractor not contained or required by this RFP will not be considered or be a basis of the award.

Any Contract to provide towing services is subject to a substantive city administration review process by the Committee. The Committee will issue a recommendation as to the award and provide a Provisional Award. However, no Contract for towing service shall become effective until the City Council of the City of National City has reviewed and approved the Contract in a City Council meeting.

T. INCURRED EXPENSES

The City will not be responsible for any expenses incurred by a Bidding Contractor in preparing and submitting a proposal or best and final offer or in making an oral presentation or demonstration.

II. **GENERAL REQUIREMENTS**

A. ROLES OF THE PURCHASING AGENT AND CITY CONTRACT ADMINISTRATOR

The Buyer ("Purchasing Agent") is the City's authorized representative for all pre-contract matters related to this Contract. Throughout the duration of the RFP period, the Purchasing Agent shall be the individual with authority to modify any provisions of this RFP including, without limitation, the statement of work or pricing. The Chief of Police or designee shall be the principal interface on behalf of the City for post-award technical matters, and shall have the authority to explain and provide further details regarding the City's expectations concerning the work to be performed hereunder and/or the items to be provided herein. The Chief of Police or designee shall have no authority to modify any provisions of this RFP.

Contract Administrator for the City of National City

Chief of Police
National City Police Department
1200 National City Blvd
National City, CA. 91950
(619) 336-4511

17

Management and Operations

Neighborhood Policing Team I Lieutenant
National City Police Department
1200 National City Blvd
National City, CA 91950
(619) 336-4519

Inspection & Operational Supervision

Traffic Supervisor
National City Police Department
1200 National City Blvd
National City, CA 91950
(619) 336-4475

B. INSURANCE REQUIREMENTS

All required insurance shall be submitted to the City prior to the granting of the provisional award. Failure to provide the insurance certificates as previously set out shall cause the bid to be rejected as non-responsive. The Contractor shall maintain insurance in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for immediate termination of the contract.

All policies must have a thirty (30) day cancellation clause, giving the City thirty (30) days prior written notice in the event a policy is cancelled.

At the end of each contract year, the City reserves the right to review insurance requirements and to require more or less coverage, depending upon assessment of the risk, the Contractor's past experience, and the availability and affordability of increased liability insurance coverage.

Insurance shall be written with only insurers authorized to conduct business in California which hold a current policy holder's alphabetic and financial size category rating of not less than A: VII according to the current Best's Key Rating Guide, or a company of equal financial stability that the City's Risk Manager approves. 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 ("LASLP") and otherwise meet rating requirements

All policies must be endorsed to provide that the insurance afforded by Contractor is primary to any insurance or self-insurance maintained by City and its elected officials, officers, employees, agents, and representatives as respects operations of the Named Insured. Any insurance or self-insurance maintained by City and its

elected officials, officers, employees, agents, and representatives shall be in excess of Contractor's insurance and shall not contribute to it.

The following coverage is required:

- i. Commercial General Liability Insurance, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the City and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location." The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy. .
- ii. Automobile Liability for a minimum of two million dollars combined single limit (\$2,000,000.00 CSL) per person and four million dollars (\$4,000,000.00) per accident. The City of National City must be named as an additional insured on the certificate.
- iii. Garage Keepers minimum of one million dollars each occurrence (\$1,000,000.00 EO).
- iv. On Hook/Cargo in amounts not less than fifty thousand dollars (\$50,000.00) / twenty thousand dollars (\$20,000.00) /one hundred thousand dollars (\$100,000.00), the maximum deductible shall be no more than two thousand five hundred dollars (\$2,500.00).
- v. Workers' compensation insurance in an amount sufficient to meet statutory requirements covering all of the Contractor's employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the City. Said endorsement shall be provided prior to commencement of work under this Agreement..
- vi. The City does not require a performance bond.

If required insurance coverage is provided on a 'claims made' rather than 'occurrence' form, the contractor shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of the contract.

Any aggregate insurance limits must apply solely to the Contract.

The Certificate Holder for all policies of insurance required by this Agreement shall be:

19

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

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.

C. OPTION TO RENEW

The City of National City reserves the option to renew the Contract for up to three (3) successive one (1) year periods under the terms and conditions herein stated, beginning on the anniversary of the commencement of service, including any amendments. The renewal is contingent on a mutual Contract between the City and the Contractor, with such Contract to be confirmed by the Contract Administrator within sixty (60) days prior to the expiration of the contract period. The City of National City or the Contractor may decline to confirm the renewal of the Contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter informing the Contractor of the City's interest in exercising its option to renew the Contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City of National City in writing, before it becomes valid.

The City will not grant an option, if the Contractor requests an increase which exceeds the average percentage variant for the previous twelve (12) months in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the National City area, as published by the Bureau of Labor Statistics, or five percent (5%) whichever is less. If a price increase is requested, the Contractor must provide detailed supporting documentation to justify the requested increase. The City will evaluate the requested increase, and the City reserves the right to accept or reject the requested increase.

D. STANDARD TERMS AND CONDITIONS

Except as otherwise specified herein, the attached Standard Terms and Conditions are incorporated as part of this proposal and any resulting Contract by reference.

By signing and/or authorizing the proposal submittal, the Bidding Contractor acknowledges that they have read and understand the meaning, intent, and requirements of said Standard Terms and Conditions; and acknowledge said Standard Terms and Conditions are included as a part of this bid/proposal. In the event of any conflict between the City of National City Standard Terms and

20

Conditions and the terms and conditions included in this proposal, the terms and conditions of this proposal shall prevail.

III. SPECIFIC PROVISIONS

All requirements specified within this RFP are minimum requirements to be included in the Contract, which the Bidding Contractor shall meet in providing services for the City.

A. TECHNICAL SPECIFICATIONS

Evaluation of the technical specifications of the proposals will be in accordance with the Specific Provisions and Technical Specifications of the Proposal. The Bidding Contractor must satisfy and explicitly respond to all the Specific Provisions and Technical Specifications, including a detailed explanation of how each item listed in the Specific Provisions and Technical Specifications are to be met. The last phase of this technical evaluation will be the ranking by the Purchasing Agent of each qualified proposal on technical merit.

1. Meeting the Specific Provisions and Technical Specifications

Evaluation factors will include but are not limited to the technical aspects of the proposal, delivery, feasibility of the proposal, conformity of services proposed to the specifications, and any other factors that may be of value to the City.

The Purchasing Agent may request additional technical assistance from any source.

2. Bidding Contractor Experience and Past Performance

The City requires established business experience, performance, and references within the past three (3) years (Attachment B). The references listed shall verify that the Bidding Contractor has provided services of a similar scope and nature to those outlined in this RFP, and that they are able to provide information about the quality of Bidding Contractor's past performance. The Bidding Contractor shall verify that references, telephone, and facsimile numbers are valid.

When assessing the Bidding Contractor's past performance, the City may consider its experience if the Bidding Contractor worked with the City previously, and may also contact other sources of information, including, but not limited to Federal, State, and Local Government Agencies, Better Business Bureaus, published media, and electronic databases. The City may consider the Bidding Contractor's history of compliance with their local regulations, state law and their zoning and Conditional Use Permits, if they are applicable.

21

3. Inspection

The City reserves the right to inspect, without advance notice, the Bidding Contractor's equipment and facilities to determine if the Bidding Contractor is capable of fulfilling the terms of Contract. Inspection will include, but is not limited to, survey of Bidding Contractor's physical assets (including operational ability of all trucks) and financial capability. Bidding Contractor, by signing the proposal, agrees to allow the City or its agents' right of access to physical assets and financial records for the sole purpose of determining Bidding Contractor's capability to perform the contract. The Bidding Contractor shall grant access to facilities/equipment for inspection and financial records in a timely manner.

In conducting this inspection, the City reserves the right to disqualify a Bidding Contractor who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform the Contract.

Failure to permit an inspection upon the City's initial request may be cause for disqualification. No notice is necessary to the Bidding Contractor.

B. BUSINESS HOURS

The business office of the Contractor shall be located within the storage yard for which a towed vehicle is located and be open to serve the public and the City from 8:00 a.m. to 6:00 p.m., Monday through Friday, except for City observed holidays. City observed holidays are:

New Year's Day, Martin Luther King Jr. Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Friday immediately thereafter, Christmas Eve, and Christmas Day.

C. CONTRACTOR'S EMPLOYEES

All drivers must maintain a professional appearance. Staff shall work in a neat and clean uniform. The Contractor(s) shall furnish staff with a shirt or some other type of outerwear bearing the company name and logo. Appropriate clothing will be worn at all times including by employees that are being trained. All employees will conduct themselves in a professional manner when interacting with the public or City employees.

Within ten (10) days of provisional award, the Contractor(s) shall provide the NCPD Traffic Division Sergeant with the names of all employees that will be assigned to the contract. Drivers and other employees associated with the

22

processing and removal of vehicles shall be subject to a complete background investigation.

The Contractor will notify NCPD Traffic Supervisor whenever an employee is terminated, or a new employee is hired within ten (10) days and in writing.

Contractor(s) shall ensure that all tow truck drivers responding to calls initiated by the City are properly licensed, qualified and competent employees. The Contractor(s) shall ensure all tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of ALL vehicles. All tow truck drivers shall possess the proper class license and certificates for towing vehicles, along with a Class 'A' endorsement to allow operation of special vehicle configurations and/or special cargos.

Contractors' employees shall be qualified to perform all work undertaken by or assigned to them. In the event a driver or the equipment is inadequate and the Contractor is unable to service the request, a charge for service or labor will not be permitted.

Operators shall have all tow truck drivers involved with NCPD's rotation tow operations participate in a controlled substance and alcohol testing (CSAT) program.

- 1) Drivers requiring a Class A, Class B, or commercial Class C license (endorsed for hazardous materials transportation) shall participate in a CSAT program as defined in the Code of Federal Regulations, Title 49, Parts 40 and 382.
- 2) Those drivers that are not required to possess a Class A, Class B, or commercial Class C license shall be enrolled in a CSAT program substantially similar to the requirements as outlined in Subsection 1 above.
- 3) The operator shall ensure selection pools for commercially and non-commercially licensed drivers are maintained separately. The operator shall provide proof records of their CSAT programs to NCPD.
- 4) A driver possessing a non-commercial driver's license who tests positive but subsequently returns with a negative test result shall meet the same reinstatement requirements as a driver required to possess a commercial driver's license.

D. STORAGE YARD

There shall be a minimum of one (1) vehicle storage yard within a ten (10) mile radius from City Hall, 1243 National City Boulevard, National City, with adequate storage capabilities for all vehicles retrieved from the City and requiring

23

storage. The Contractor shall identify the exact location and size of any storage yards included in their proposal. No other storage yard may be used for purposes of execution of the Contract with the City in that all vehicles towed from within the City must be stored in the yard within the ten mile radius of City Hall, 1243 National City Boulevard, National City.

The storage yard shall be at least 10,000 square feet and have space necessary to accommodate all National City Police Department tows and comply with all applicable local and state regulations (including but not limited to: National City Municipal Code and California Fire, Sign, Zoning, and Building Codes). There shall also be the following:

1. Be completely enclosed by a building or an 8-foot uniform high solid fence or wall with a lockable gate.
2. Alarms and intrusion sensors that provide immediate notification capabilities at all times or similar devices or security measures.
3. Sufficient lighting to detect unauthorized entrance at night.
4. All areas open to vehicular traffic shall be paved with cement, asphalt surfacing or oil and aggregate mixture.
5. The entire site is to be continuously maintained to prevent accumulation of trash, combustible waste, and hazardous debris.
6. The storage yard must be a reasonable distance from public transportation.
7. The storage yard is to be served by drainage capabilities to prevent the accumulation of water.
8. Stored vehicles shall be arranged to provide reasonable and immediate inspection at any time by the City's agents.

The Contractor shall provide service to the public twenty-four (24) hours a day, seven (7) days a week so that an owner may pay towing and storage fees at the Storage Yard where their vehicle is stored and obtain its release.

The Contractor is responsible for the reasonable care, custody, security, and control of any property contained in towed or stored vehicles. All items removed from a vehicle or left stored within the vehicle shall be released to the owner or agent of the impounded vehicle upon demand during normal business hours unless the vehicle is under law enforcement hold.

Vehicles may not be taken off-site of the Storage Yard, without the City's

24

permission.

E. TRUCKS

The Contractor shall provide equipment capable of providing the following services:

1. Towing of large oversized vehicles as defined in Attachment A;
2. Towing from off road areas;
3. Towing in underground garages;
4. Wheel lift towing; and
5. Rollback towing.

All tow trucks shall meet the California Highway Patrol (the "CHP") requirements relating to Tow Trucks and the California Vehicle Code standards for design, equipment, and safety for the driver, operator, and public. Proof of certification by the CHP must be submitted with the proposal.

All tow trucks used by the Contractor(s) in performance of the Contract shall be equipped with a system that enables the driver of the tow truck to immediately communicate with the Contractor's dispatch center.

F. TOWING

The Contractor(s) shall tow all forfeited vehicles, as directed by the City.

The Contractor(s) shall not drive the forfeited vehicles except to move them within the storage facility. Use of vehicles for personal or other use than as herein prescribed is strictly prohibited.

G. RESPONSE TIME

The Response Time for Towing Service shall not exceed twenty (20) minutes. Response Time is defined as the elapsed time between the Police dispatch of the tow service request by the City to the Contractor by the Police Dispatch Center and the arrival of the tow truck on scene.

The Contractor is expected to dispatch any available tow truck immediately upon receipt of a towing request.

The Contractor is expected to notify Police Dispatch Center when the response

25

time requirement cannot be met. The Police Dispatcher or the officer at the scene will have the discretion to cancel the tow if the response time cannot or is not met and re-dispatch to the alternate Tow Contractor, at no cost to City.

Contractor(s) shall pay a five hundred dollar (\$500.00) penalty, if more than five percent (5%) of the tows in any calendar month period exceed the maximum response time requirement. This is calculated based on individual tow per any single request by the City for emergency towing services and not average response times. Failure to meet Response Time requirements may result in termination of this Contract.

H. TOWING PROGRAM FEE

The Contractor(s) shall make quarterly Towing Program Fee payments to the City, as permitted pursuant to Vehicle Code Section 12110. The quarterly Towing Program Fee payment amount shall be fifty four thousand seven hundred twenty two dollars (\$54,722), for an annual total of \$218,889, to be divided in equal shares between the designated Contractors. The Towing Program Fee is payable to the City on the fifteenth day of the calendar month following the end of each fiscal quarter. The designated Towing Program Fee payment shall be payable for the length of the contract subject to annual adjustments. No part of the Towing Program Fee payment shall be refunded or forgiven if this contract is terminated for any reason.

The Towing Program Fee is payable to "City of National City." Payments shall be directed as follows:

**Operations Assistant
National City Police Department
1200 National City Blvd.
National City, CA 91950**

(Payments to be identified as: Towing Program Fee for the quarter of _____.)

I. OTHER FEES

The Contractor shall be responsible for collecting and paying to the City any pass-through fees authorized by state and local regulation (i.e., Administrative Review Fee and NVIR). These are fees paid by the vehicle's owner or their agents to the City, collected by the Contractor before release.

Such fees collected by Contractor shall be due and payable to City no later than the fifth (5th) day of each month, and the twentieth (20th) day of each month. Payments due on the fifth (5th) day of each month shall include and account for all vehicles released by Contractor between the sixteenth (16th) day of the month

26

and the last day of the month (inclusive). Payments due on the twentieth (20th) day of the month shall include and account for all vehicles released by Contractor between the first (1st) day of each month and the fifteenth (15th) day of the month (inclusive).

Payments shall be directed as follows:

**Operations Assistant
National City Police Department
1200 National City Blvd.
National City, CA 91950**
(Payments to be identified)

IV. PRICING SUBMITTAL

The price proposal shall address all items identified below and incorporated in the attached Fee Schedule, along with any other charges.

A. TOWING PROGRAM FEE

1. Fees

Contractor(s) shall make quarterly designated Towing Program Fee payments to City for the right to provide towing and storage service to City. The Towing Program Fee payment amounts by the Contractor(s) shall be combined to be fifty-four thousand seven hundred and twenty two dollars (\$54,722) per quarter, divided equally.

2. Towing Program Fee - Due Date

The Towing Program Fee payment shall be due and payable no later than the fifteenth (15th) day of the calendar month following the end of each quarter.

3. Towing Program Fee - Late Fee

Any amount owed City beyond the due date shall accrue interest each day the amount due is not paid, at an annual rate equal to twelve (12%) percent per annum, or at the maximum rate permitted by applicable law, whichever is lower.

B. TOWING CHARGES FOR CITY VEHICLES

Contractor agrees not to charge City a fee for the towing of marked or unmarked City police vehicles within the jurisdictional limits of National City.

27

Contractor shall charge City 25% of the Basic Tow Fee for the towing of all other City vehicles within the jurisdictional limits of National City.

Contractor agrees that the fees for towing all City vehicles occurring outside the jurisdictional limits of National City shall be resolved between the Contract Administrators but shall not exceed 25% of the basic tow fee.

C. STORAGE FEES

Daily storage fees for City vehicles, seized vehicles, and vehicles for evidentiary purposes shall not exceed 25% of the regular daily storage fee.

D. LIEN SALE FEES

Any and all fees associated with the disposition of vehicles whether paid by City or public, as provided by law.

28

ATTACHMENT "A"

(Bidding Contractor must provide a bid for the below Towing Fee Schedule. The City will evaluate submitted bids and determine an appropriate Towing Fee Schedule that will be applicable to each awarded contractor.)

TOWING FEE SCHEDULE

SERVICE	FEE
BASIC TOWING Includes First Hour Hookup, Labor, Standby Time, for vehicles Under 9,500 GVW (unloaded).	
MEDIUM SIZE - BASIC TOWING Includes first hour hookup, labor, stand-by time, for vehicles over 9,500 GVW but less than 22,000 GVW (unloaded).	
LARGE SIZE - BASIC TOWING Includes first hour hookup, labor, and standby time, for vehicles over 22,000 GVW (unloaded).	
ON-SCENE or STAND-BY LABOR Each 15-minute increment, beyond first hour. Is charged only when extra ordinary labor must be expended to recover a vehicle. Stand-by is charged when the job cannot be started and must be explained on the tow bill.	
DOLLIES: Will only be used when there is not a less expensive, safe manner of handling the situation.	
DRY RUN May also be known as a "hook-up – drop fee" and is charged when the vehicle is hooked up and the owner returns before the vehicle is in transit.	
PER MILE TOWING Applies only to vehicles recovered outside the jurisdiction of the city of National City.	
MAXIMUM STORAGE – PER DAY Per day is defined as a 24-hour period.	

29

<p>STORAGE PER HOUR The maximum daily hourly storage rate, not to exceed the maximum storage-per day rate.</p>	
<p>AFTER HOURS VEHICLE RELEASE After 5PM and before 8AM, including weekends and all City-observed holidays</p>	
<p>NOTIFICATION OF LIEN SALE Vehicle valued at less than \$4,000, (22851.12 CVC).</p>	
<p>NOTIFICATION OF LIEN SALE Vehicle valued at over \$4,000. (22851.12 CVC).</p>	
<p>POLICE EQUIPMENT TOWING Inside jurisdictional limits of National City.</p>	No Charge
<p>CITY EQUIPMENT TOWING AND STORAGE Includes all City vehicles. Also includes police vehicles towed from outside jurisdictional limits of National City.</p>	25% of Basic Towing Fee
<p>EVIDENTIARY TOWING AND STORAGE Daily storage fees for City vehicles, seized vehicles, and vehicles for evidentiary purposes</p>	25% of daily storage fee 25% of Basic Towing Fee
<p>TOWING OF VICTIMS' VEHICLES</p>	

30

ATTACHMENT "B"

BIDDING CONTRACTOR'S REFERENCES

The Bidding Contractor is **required** to provide a minimum of five (5) references where work of a similar size and nature was performed within the past three (3) years. This will enable the City of National City to judge the responsibility, experience, skill, and business standing of the Bidding Contractor.

REFERENCES

Company Name: _____ Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____
Dollar Value of Contract: \$ _____ Contract Dates: _____
Requirements of Contract: _____

Company Name: _____ Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____
Dollar Value of Contract: \$ _____ Contract Dates: _____
Requirements of Contract: _____

Company Name: _____ Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____
Dollar Value of Contract: \$ _____ Contract Dates: _____
Requirements of Contract: _____

Company Name: _____ Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____
Dollar Value of Contract: \$ _____ Contract Dates: _____
Requirements of Contract: _____

31

BIDDING CONTRACTOR'S REFERENCES (cont.)

Company Name: _____ Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____
Dollar Value of Contract: \$ _____ Contract Dates: _____
Requirements of Contract: _____

Company Name: _____ Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____
Dollar Value of Contract: \$ _____ Contract Dates: _____
Requirements of Contract: _____

Company Name: _____ Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____
Dollar Value of Contract: \$ _____ Contract Dates: _____
Requirements of Contract: _____

32



To: City of National City
Finance Department
1243 National City Blvd.
National City, CA 91950

RFP #GS2021-1 Due: 6/8/21

33

The following page(s) contain the backup material for Agenda Item: [City Council 2021
Legislative Recess. \(City Clerk\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 4, 2021

AGENDA ITEM NO. |

ITEM TITLE:

City Council 2021 Legislative Recess (City Clerk)

PREPARED BY: Luz Molina, City Clerk
Shelley Chapel, Deputy City Clerk |

DEPARTMENT: City Clerk's Office

PHONE: (619) 336-4225 |

APPROVED BY: *Shelley Chapel*

EXPLANATION:

(See Report (Attachment A) for more information)

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

| n/a |

ENVIRONMENTAL REVIEW:

| n/a |

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Staff requests City Council direction on observing a legislative recess. Should the Council desire a recess, it is recommended that the Council consider the month of July. In accordance with National City Municipal Code (NCMC) Section 2.04.020, any Regular Meeting may be dispensed with a vote.

BOARD / COMMISSION RECOMMENDATION:

| n/a |

ATTACHMENTS:

| Attachment A – Staff Report |

STAFF REPORT

City Council 2021 Legislative Recess

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 2021.

Background

Observing a legislative recess from a City Council Meeting Schedule is practiced by 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), recess over an entire month, generally in the summer. For the past two (2) years, the Council voted to recess during the month of July. Prior to that the City Council voted to recess during the month of July four (4) times, and in 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 thirteen (13) days without a regular or special meeting of the Council.

Discussion

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

There are five (5) Tuesdays in June. Should the City Council recess in July, there would be seven (7) weeks between meetings (June 15 – August 3). As a reminder, the first meeting in August (this year August 3rd), typically begins at 5:00 p.m. due to the “National Night Out Against Crime” event.

Recommendation

Staff requests City Council direction on observing a legislative recess. Should the City Council desire a recess, it is recommended that the Council consider the month of July. In accordance with National City Municipal Code Section 2.04.020, any Regular Meeting may be dispensed with a vote.

The following page(s) contain the backup material for Agenda Item: [Warrant Register #38 for the period of 3/17/21 through 3/23/21 in the amount of \\$1,260,307.62. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: May 4, 2021

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #38 for the period of 3/17/21 through 3/23/21 in the amount of \$1,260,307.62.
(Finance)

PREPARED BY: Karla Apalategui, Senior Accounting Assistant

DEPARTMENT: Finance



PHONE: 619-336-4572

APPROVED BY: _____

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 3/17/21 - 3/23/21. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
---------------	-------------------	---------------	--------------------

No Warrants Over \$50,000 Processed
During this Period

FINANCIAL STATEMENT:

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$1,260,307.62.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify warrants totaling \$1,260,307.62.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 38



WARRANT REGISTER # 38
3/23/2021

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
AMAZON	WIRELESS TELEPHONE HEADSEAT FOR SECTION 8	351805	3/22/21	1,418.33
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS	351806	3/22/21	884.94
AEP CALIFORNIA LLC	PARTS AND EQUIPMENT - PD VEHICLE	351807	3/23/21	4,955.74
ALDEN DIMENSIONAL MEDIA, INC	POUCHES FOR NARCAN	351808	3/23/21	1,737.00
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY21	351809	3/23/21	1,934.58
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY21	351810	3/23/21	81.18
CABATU, E	5 DAYS OF POST SUBSISTANCE / PD	351811	3/23/21	640.00
CALIFORNIA ELECTRIC SUPPLY	MOP 45698 ELECTRIC SUPPLIES - PW	351812	3/23/21	71.05
CALIXTO, R	TRAINING SUP CALIXTO	351813	3/23/21	1,280.00
CALRECYCLE	CALRECYCLE PAYMT PROGM UNSPT FUNDS FY18-19	351814	3/23/21	90.77
CHRISTENSEN & SPATH LLP	CHRISTENSEN & SPATH LEGAL SERVICES	351815	3/23/21	4,050.00
CITY NATIONAL BANK	LEASE PMNT #44 W/ OPTION TO PURCHASE #10	351816	3/23/21	43,101.10
COUNTY OF SAN DIEGO	NEXTGEN REGIONAL COMMUNICATIONS SYSTEM	351817	3/23/21	9,547.50
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR FY21	351818	3/23/21	796.34
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2021	351819	3/23/21	7,914.04
DELGADO, E	CDBG SUPRE TEEN SUPPLIES TO CONTINUE PRO	351820	3/23/21	1,636.30
D-MAX ENGINEERING INC	CIP 19-35 NC PARADISE CREEK AT KIMBALL	351821	3/23/21	10,959.11
D-MAX ENGINEERING INC	CIP 18-11 NC PC WATER QUALITY & COMMUNITY	351822	3/23/21	4,391.59
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE FLEET LEASE - ENG/PW	351823	3/23/21	15,603.85
EXIT CERTIFIED CORP	VMWARE HORIZON 8 DEPLOY AND MANAGEMENT	351824	3/23/21	212.00
FACTORY MOTOR PARTS	MOP 82766 AUTO SUPPLIES - PW	351825	3/23/21	25.71
FERGUSON ENTERPRISES 1350	EQM - GASKET SUPPLY CITY VEHICLE	351826	3/23/21	930.25
FIRE ETC	FIREFIGHTER LEATHER STATION BOOTS/ FIRE	351827	3/23/21	6,888.23
FITNESS DIRECT	TRUE PS 100 TREADMILL / FIRE	351828	3/23/21	2,903.86
GEOSYNTEC CONSULTANTS INC	CNC DUCK POND GW MONITORING - ENG/PW	351829	3/23/21	2,430.25
GIL, S	TRAINING POST ADV SUB	351830	3/23/21	945.00
GRAINGER	VARIOUS SAFETY SUPPLIES	351831	3/23/21	6,153.08
L N CURTIS & SONS	WILDLAND GLOVES / FIRE	351832	3/23/21	773.53
MAZZARELLA & MAZZARELLA LLP	PROFESSIONAL SERVICES / CAO	351833	3/23/21	676.65
NATIONAL EMBLEM INC	PAYMENT TO VENDOR	351834	3/23/21	15.10
NERI LANDSCAPE ARCHITECTURE	KIMBALL PARK CONCEPT MASTER PLAN UPDATE	351835	3/23/21	4,040.00
NV5 INC	PROFESSIONAL SERVICES - SEWER TAX - ENG/PW	351836	3/23/21	14,363.85
NV5 INC	T&A90347 1819 E. 9TH ST.	351837	3/23/21	2,026.00
OFFICE SOLUTIONS BUSINESS	MOP PURCHASE 83778 / FIRE ADMIN OFFICE	351838	3/23/21	195.70
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	351839	3/23/21	49.01
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	351840	3/23/21	252.65
PERRY FORD-NATIONAL CITY LLC	ELEMENT CYLINDER IGNITION - EQM	351841	3/23/21	624.26
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - PW	351842	3/23/21	2,645.05
PROFESSIONAL SEARCH GROUP LLC	TEMPORARY PLACEMENT, SOA / FIRE	351843	3/23/21	4,335.00
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	351844	3/23/21	237.88
RAMIREZ, O	TRAINING ADV SUBSIS SLI 4	351845	3/23/21	422.70
RANDALL LAMB ASSOCIATES INC	CAMACHO REC CENTER HVAC REPLACEMENT- ENG	351846	3/23/21	7,307.50
RIVERSIDE SHERIFF'S DEPT	TRAINING ADV SUB SUPR CALIXTO / PD	351847	3/23/21	93.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION ROT DAVIS / PD	351848	3/23/21	23.00
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS	351849	3/23/21	15,388.12
SILVER & WRIGHT LLP	PROFESSIONAL SERVICES / CAO	351850	3/23/21	5,751.10
SMART & FINAL	SUPREME TEEN CDBS - CASA DE SALUD	351851	3/23/21	182.79



**WARRANT REGISTER # 38
3/23/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SNAP-ON INDUSTRIAL	PULLEY KIT - EQM	351852	3/23/21	350.85
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES - PW	351853	3/23/21	23.87
STAPLES BUSINESS ADVANTAGE	MOP STAPLES OFFICE SUPPLIES/HED	351854	3/23/21	1,239.76
SUPERIOR READY MIX	ASPHALT, TACK 3/8 SHEET FOR FY 2021	351855	3/23/21	812.44
SWAGIT PRODUCTION LLC	SWAGIT WEBCASTING FOR FY21	351856	3/23/21	1,920.83
THE COUNSELING TEAM	TRAINING TUITION PEER SUPT	351857	3/23/21	299.00
THE LINE PRINTING COMPANY INC	STATE OF THE CITY SUPPLIES	351858	3/23/21	6,455.95
U S BANK	CREDIT CARD EXPENSES / PD	351859	3/23/21	130.82
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY 2021	351860	3/23/21	551.53
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY21	351861	3/23/21	155.11
WILLY'S ELECTRONIC SUPPLY	WILLY'S ELECTRONICS MOP FY21	351862	3/23/21	436.79
WSP USA INC	FOCUSED GENERAL PLAN UPDATE	351863	3/23/21	17,216.43
WSP USA INC	WSP USA NTP FOR THE NATIONAL CITY	351864	3/23/21	2,067.89
			A/P Total	222,645.96

PAYROLL				
Pay period	Start Date	End Date	Check Date	
6	2/23/2021	3/8/2021	3/17/2021	1,037,661.66

GRAND TOTAL **\$ 1,260,307.62**

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



PHILLIP DAVIS, FINANCE

BRAD RAULSTON, CITY MANAGER

FINANCE COMMITTEE

ALEJANDRA SOTELO-SOLIS, MAYOR-CHAIRWOMAN

JOSE RODRIGUEZ, VICE-MAYOR

MARCUS BUSH, COUNCIL MEMBER

RONALD J. MORRISON, COUNCIL MEMBER

MONA RIOS, COUNCIL MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 4th OF MAY, 2021.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Warrant Register #39 for the period of 3/24/21 through 3/30/21 in the amount of \\$790,256.83. \(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 4, 2021

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #39 for the period of 3/24/21 through 3/30/21 in the amount of \$790,256.83. (Finance)

PREPARED BY: Karla Apalategui, Senior Accounting Assistant

DEPARTMENT: Finance



PHONE: 619-336-4572

APPROVED BY: _____

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 3/24/21 - 3/30/21. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Chen Ryan Associate	351881	155,492.45	CIP 19-20 Sweetwater Road End/PW
Kimley Horn	351913	53,352.38	8 th & Roosevelt ATP – Eng/PW
SD Habitat for the Humanity	351942	234,637.26	Home Agreement – SD Habitat
SDG&E	351944	57,095.44	Gas & Electric Utilities

FINANCIAL STATEMENT:

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$790,256.83.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify warrants totaling \$790,256.83.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 39



**WARRANT REGISTER # 39
3/30/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACE UNIFORMS & ACCESSORIES INC	UNIFORM / PD	351865	3/30/21	1,693.61
ALDEMCO	FOOD NUTRITION	351866	3/30/21	2,984.25
ALL FRESH PRODUCTS	COVID 19 CONSUMABLES	351867	3/30/21	1,253.86
ALLSTAR FIRE EQUIPMENT INC	LION HD395142 BLACK PARTICULATE BIB / FIRE	351868	3/30/21	2,176.85
AMAZON	OFFICE SUPPLIES	351869	3/30/21	131.32
AMERICAN LIBRARY ASSOCIATION	ALA MEMBERSHIP - CITY LIBRARIAN	351870	3/30/21	148.00
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY21	351871	3/30/21	10,727.27
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY21	351872	3/30/21	694.56
ATLAS TECHNICAL CONSULTANTS,	P1 SEWER UPSIZE PROJECT - ENG/PW	351873	3/30/21	1,788.00
BAKER & TAYLOR	BOOKS FOR FY21	351874	3/30/21	17.08
BALLARDO, D	REIMB BALLARDO PAINT	351875	3/30/21	58.14
BAUER COMPRESSORS	REP01- REPAIR ON THEMAL IMAGING CAMERA / FIRE	351876	3/30/21	795.00
BRINK'S INCORPORATED	ARMORED CAR SVCS 3/1/21 - 3/31/21	351877	3/30/21	302.00
CALIFA GROUP	CALIFA BROADBAND FOR FY21	351878	3/30/21	3,533.70
CDWG	SAMSUNG 65" LED TVF 4K HG65NJ670UF	351879	3/30/21	4,603.98
CDWG	OUT OF STATE TAXES	351880	3/30/21	401.45
CHEN RYAN ASSOCIATES INC	CIP 19-20 SWEETWATER ROAD - ENG/PW	351881	3/30/21	155,492.45
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES	351882	3/30/21	6,730.00
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES - PW	351883	3/30/21	705.62
COMMERCIAL AQUATIC SERVICE INC	CHEMICALS – CHLORINE, ACID TABLETS.	351884	3/30/21	1,102.36
CORELOGIC SOLUTIONS LLC	ANNUAL RENEWAL 1/1/21 -12/31/21	351885	3/30/21	7,899.96
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR FY21	351886	3/30/21	2,076.45
CSA SAN DIEGO COUNTY	CDBG AGREEMENT WITH CSA SAN DIEGO	351887	3/30/21	5,868.60
D'ALESIO INC.	MAG PANELS REMOVABLE PRINTED / FIRE	351888	3/30/21	505.41
DALEY & HEFT LLP	LIABILITY CLAIM COST	351889	3/30/21	7,590.00
DALEY & HEFT LLP	LIABILITY CLAIM COST	351890	3/30/21	2,280.00
DE LAGE LANDEN	LEASE 20 SHARP COPIERS FOR FY21	351891	3/30/21	2,939.63
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	351892	3/30/21	7,509.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	351893	3/30/21	4,268.50
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	351894	3/30/21	3,900.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	351895	3/30/21	1,220.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	351896	3/30/21	736.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	351897	3/30/21	480.00
D-MAX ENGINEERING INC	T&A 90222 - 2238 E 6TH ST SENIOR APT	351898	3/30/21	4,859.01
EAGLE PAVING COMPANY INC	CIP 19-12 SWEETWATER RD SAFETY ENHANCE	351899	3/30/21	11,400.03
ESRI INC	10 ARCGISONLINE VIEWER LICENSES	351900	3/30/21	1,000.00
EXPERIAN	CREDIT CHECKS / PD	351901	3/30/21	27.48
EXPRESS PIPE AND SUPPLY	CITYWIDE PLUMBING PARTS, MATERIALS TOOL	351902	3/30/21	10.48
FACTORY MOTOR PARTS	MOP 82766 AUTO SUPPIES - PW	351903	3/30/21	130.63
FATPIPE INC	FATPIPE GOLD PLUS SERVICE	351904	3/30/21	4,320.00
FEDEX	POLICE RECRUIT TESTING MATERIALS	351905	3/30/21	20.50
FIRE ETC	NIGHSTICK INTRANT LIGHT / FIRE	351906	3/30/21	2,010.80
GARCIA, A	TUITION REIMBURSEMENT / PD	351907	3/30/21	1,358.64
GRAINGER	BUILDING SUPPLIES AND EQUIPMENT FY 21	351908	3/30/21	970.00
HD SUPPLY CONSTRUCTION	HIP WADER W STEEL TOE BOOT - JEFF / PW	351909	3/30/21	98.16
HOME DEPOT CREDIT SERVICES	HUSKY AL LOW PROFILE TRUCK BOX	351910	3/30/21	580.01
IRON MOUNTAIN	RECORD MANAGEMENT AND STORAGE FOR FY21	351911	3/30/21	1,558.46



**WARRANT REGISTER # 39
3/30/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
JANI-KING OF CALIFORNIA INC	FEB JANITORIAL BILING FOR 1200 NCB - ENG	351912	3/30/21	24,232.24
KIMLEY HORN	8TH & ROOSEVELT ATP - ENG/PW	351913	3/30/21	53,352.38
KIRE BUILDERS INC	REFUND OF CONSTRUCTION & DEMO DEPOSIT	351914	3/30/21	1,726.90
KTUA	CLEAN MOBILITY TUNES CAPITAL PROJECT	351915	3/30/21	8,913.50
LASER SAVER INC	MOP 04840 TONER PD	351916	3/30/21	780.34
LINEGEAR FIRE & RESCUE	FS-REG, NEW GENERATION FIRE SHELTER	351917	3/30/21	1,960.84
MAAC PROJECT	CARES ACT CDBG-CV AGREEMENT WITH MAAC	351918	3/30/21	10,211.49
MAN K9 INC	MONTHLY MANDATORY TRAINING	351919	3/30/21	1,120.00
MCI AUTO REPAIR	CONDENSOR REPAIR - PD VEHICLE	351920	3/30/21	1,882.21
MINUTEMAN PRESS	CAFR COVERS/FINANCE/MOP 74691	351921	3/30/21	271.39
MUNICIPAL CODE CORPORATION	MUNICIPAL CODE SUPPLEMENT 55	351922	3/30/21	31.55
MYERS & SONS HI-WAY SAFETY INC	SAFETY APPAREL - PW STREETS	351923	3/30/21	561.48
NATIONAL CITY CHAMBER	2021 MEMBERSHIP DUES CHAMBER OF COMMERCE	351924	3/30/21	150.00
NATIONAL CITY ELECTRIC	CITYWIDE ON-SITE ELECTRICAL	351925	3/30/21	285.00
NATIONAL CITY TROPHY	MOP #66556/EMPLOYEE OF THE QUARTER PLAQUE	351926	3/30/21	412.60
NEU, A	MILEAGE REIMBURSEMENT - TO SDCOL 12.2.20	351927	3/30/21	11.22
NV5 INC	T&A 90446 - ENG/PW	351928	3/30/21	280.00
OFFICE SOLUTIONS BUSINESS	OFFICE FURNITURE NUTRITION	351929	3/30/21	5,710.80
PACIFIC STATES PETROLEUM INC	HYDRAULIC & ENGINE OIL / PW	351930	3/30/21	1,960.09
PALOMAR HEALTH	SART EXAMS / PD	351931	3/30/21	2,500.00
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	351932	3/30/21	347.96
POLICE EXECUTIVE RESEARCH	PERF BAVENCOFF 2021	351933	3/30/21	200.00
POWERSTRIDE BATTERY CO INC	MOP 67839 GENERAL SUPPLIES - PW	351934	3/30/21	167.91
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - PW	351935	3/30/21	2,468.56
PROFESSIONAL SEARCH GROUP LLC	TEMPORARY OFFICE ASSISTANT	351936	3/30/21	5,494.00
PROFORCE LAW ENFORCEMENT	TASERS / PD	351937	3/30/21	31,986.37
PROJECT PROFESSIONALS CORP	CIP 19-43 P-1 SEWER UPSIZING - ENG/PW	351938	3/30/21	20,310.13
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	351939	3/30/21	1,069.24
S D COUNTY SHERIFF'S DEPT	JAN-JUN CAL ID	351940	3/30/21	7,475.00
SAN DIEGO GAS & ELECTRIC	SAN DIEGO GAS & ELECTRIC UTILITIES	351941	3/30/21	641.55
SAN DIEGO HABITAT FOR HUMANITY	HOME AGREEMENT - SD HABITAT FOR HUMANITY	351942	3/30/21	234,637.26
SAN YSIDRO HEALTH	CARES ACT CDBG-CV AGREEMENT WITH SAN	351943	3/30/21	14,309.39
SDG&E	GAS AND ELECTRIC UTILITIES	351944	3/30/21	57,095.44
SEAPORT MEAT COMPANY	FOOD NUTRITION	351945	3/30/21	676.48
SHRED-IT	FEBRUARY-2021 SHREDDING FOR SECTION 8	351946	3/30/21	103.24
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	351947	3/30/21	583.58
SMART SOURCE OF CALIFORNIA LLC	MOP #63845 - LETTERHEAD IMPRINT NAT CITY	351948	3/30/21	246.95
SOUTH BAY COMMUNITY SERVICES	CARES ACT CDBG-CV AGREEMENT WITH SOUTH	351949	3/30/21	10,033.00
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES - PW	351950	3/30/21	342.23
STAPLES BUSINESS ADVANTAGE	MOP 20468 SUPPLIES PD	351951	3/30/21	381.08
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION FY 2021	351952	3/30/21	520.13
SYMBOLARTS, LLC	BADGE / PD	351953	3/30/21	304.07
SYSCO SAN DIEGO INC	FOOD NUTRITION	351954	3/30/21	3,190.16
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES - PW	351955	3/30/21	495.19
THE BUMPER GUY INC	PARTS - BUMPERS, LAMPS, FENDER, FRONT	351956	3/30/21	2,076.62
THE STAR NEWS	THE STAR NEWS AD #00103938 PUBLIC NOTICE	351957	3/30/21	207.56
TODD PIPE & SUPPLY LLC	CITYWIDE PLUMBING MATERIALS, PARTS,	351958	3/30/21	704.48



**WARRANT REGISTER # 39
3/30/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
TRANS-LANG	TRANSLATION SERVICES - CITY COUNCIL MEET	351959	3/30/21	1,155.00
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS AND MAINTENANCE	351960	3/30/21	1,102.92
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 BUILDING SUPPLIES - PW	351961	3/30/21	410.64
VISTA PAINT	MOP 68834 GENERAL SUPPLIES - PW	351962	3/30/21	933.08
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES	351963	3/30/21	3,064.33
WESTFLEX INDUSTRIAL	MOP 63850 GENERAL SUPPLIES - PW	351964	3/30/21	165.02
WETMORES	MOP 80333 AUTO SUPPLIES - PW	351965	3/30/21	46.98
			A/P Total	790,256.83
			GRAND TOTAL	\$ 790,256.83

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



PHILLIP DAVIS, FINANCE

BRAD RAULSTON, CITY MANAGER

FINANCE COMMITTEE

ALEJANDRA SOTELO-SOLIS, MAYOR-CHAIRWOMAN

JOSE RODRIGUEZ, VICE-MAYOR

MARCUS BUSH, COUNCIL MEMBER

RONALD J. MORRISON, COUNCIL MEMBER

MONA RIOS, COUNCIL MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 4th OF MAY, 2021.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Third Reading and adoption of an Ordinance of the City Council of the City of National City, California adding National City municipal section 9.60 to regulate commercial cannabis. \(City Manager\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: May 4, 2021

AGENDA ITEM NO.

ITEM TITLE:

Third reading and adoption of an ordinance of the City Council of the City of National City, California adding National City Municipal Code Section 9.60 to regulate commercial cannabis (City Manager)

PREPARED BY:

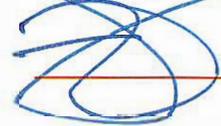
Megan Gamwell, Economic Development Specialist

DEPARTMENT:

City Manager's Office

PHONE: 619-336-4216

APPROVED BY:



EXPLANATION:

Consistent with the direction given by the City Council on March 2, 2021 and April 6, 2021 City staff is returning to the City Council with a commercial cannabis ordinance attached hereto as Attachment 2.

FINANCIAL STATEMENT:

ACCOUNT NO. N/A

APPROVED: _____

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

n/a

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

The City Council move to adopt the ordinance.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. City Staff Report
2. Ordinance

THIRD READING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA ADDING NATIONAL CITY MUNICIPAL SECTION 9.60 TO REGULATE COMMERCIAL CANNABIS (CITY MANAGER)

STAFF RECOMMENDED CITY COUNCIL ACTIONS:

1. Adopt the ordinance.

THIRD READING OF AN ORDINANCE ALLOWING COMMERCIAL CANNABIS FACILITIES

Consistent with the direction given by City Council on March 2, 2021 and on April 6, 2021 the ordinance with amendments is attached hereto as Attachment 2.

NEXT STEPS IF THE ORDINANCE IS ADOPTED

- Adoption of a resolution authorizing city staff to request access to application background checks through the California Department of Justice.
- Second reading and adoption of the ordinance to the City Council to strike and replace existing City of National City municipal code section 18.30.340 & 345 – Commercial Marijuana Activity. Item 21 on tonight’s agenda.
- Adoption of a resolution setting the number of each type of commercial cannabis business that shall be permitted to operate in the City of National City.
- City staff to host a workshop to gather information on social equity programs to be included in a template development agreement.
- Creation and adoption of a full cost recovery of application process.
- Process applications until deemed complete.
- Negotiate development agreements and bring to City Council for approval. The development agreement will include community benefits and social equity programs.

BACKGROUND/ANALYSIS

- 2012 City Council initially prohibited cannabis as part of a land-use update.
- January 19, 2016- City Council passed a ban on cannabis cultivation.
- November 2016- Proposition 64 (Control, Regulate and Tax Adult Use of Marijuana Act) was approved by 57% of voters in California. Voting results in National City were 7,551 (50.04%) against and 7,540 (49.96%) in favor.
- June 18, 2019- City Council authorized staff to retain the services of HdL to assist with community outreach and the development of a draft cannabis ordinance, an application review process and cost recovery fees.
- September 17, 2019- HdL presented its initial findings to the City Council, after which direction was provided to staff to develop an ordinance that would allow up to three cannabis businesses through development agreements to be located in National City’s Industrial Zones.
- October 16, 2019- through November 5, 2019- The City developed a survey to gather input from the community to help guide the development of its cannabis regulatory program, including community impacts to be addressed through regulations and programs to be funded through a community benefits fee.
- October 22, 2019- City staff hosted a community workshop on cannabis in the Library Community Room.
- February 18, 2020- City Council directs staff to establish a set community benefits fee rate of 5% of gross receipts for all cannabis businesses; expand the proposed number of cannabis business operations from 3 to 6 (3 remaining in the originally proposed Industrial Zones and 3 being

added to the areas zoned Tourist Commercial (CT) in the Marina District west of I-5); and to include consumption lounges as an allowable business type in the ordinance.

- March 17, 2020- Cannabis ordinance scheduled for first hearing of the ordinance at City Council. Due to COVID-19 the item was pulled from the agenda.
- March 2, 2021- Cannabis ordinance is reintroduced with changes based on City Council direction and public input.
- March 15, 2021- National City Planning Commission voted to deny an amendment to sections 18.30.340 (Medical Marijuana Dispensaries) and 18.30.345 (Medical Marijuana Cultivation) of Title 18 (Zoning) of the National City Municipal Code.
- April 6, 2021 – Cannabis ordinance is brought back to City Council for second reading and adoption with amendments based off City Council direction on March 2, 2021.
- May 4, 2021 – Cannabis ordinance brought back for the third reading and adoption of the ordinance based of City Council direction given on March 2, 2021 and April 6, 2021.

REQUESTED CLARIFICATION IN ORDINANCE:

- Clarification on “Retail Ancillary/Accessory Use” definition in Section 9.60.050.
 - Ancillary/Accessory Use shall be determined when less than forty percent of a business’s gross floor area is devoted to the use, display, and/or sales of cannabis products and/or paraphernalia and No approved retail ancillary/accessory use shall be permitted without a licensed and operational primary use.
- Clarification regarding who would be the “designee” in statement “City Manager or Designee”
 - Multiple departments will be involved in the review, approval and enforcement of commercial cannabis businesses. Those departments include the City Mangers office, City Attorney’s office, National City Police Department, Community Development Department and Finance Department. Where applicable designee may also include consultants.
- Clarification on Section 9.60.120
 - “Not including commercial cannabis-related offenses for which the conviction occurred after the City banned cannabis in 2012.”
- Council directed staff to amend the ordinance to require that any cannabis businesses providing retail ancillary/accessory use to the primary activity of the business shall be no closer than two hundred fifty (250) feet of any residential parcel in the City of National City as of the date the cannabis business permit is issued.

COST RECOVERY AND FISCAL ANALYSIS:

Application fees will be imposed to offset staff and consultant costs for processing applications and approvals for cannabis activities. Additional fees, and other fiscal benefit arrangements will be considered at a later date to offset additional staff and policing costs associated with ongoing cannabis operations, which costs are unknown at this time.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (“CEQA”)

An initial review of the proposed ordinance has been conducted pursuant to the California Environmental Quality Act (California Public Resources Code §§21000, et seq., “CEQA”) and CEQA regulations (14 California Code of Regulation 15000, et seq.). The proposed ordinance and resolution would delete the existing prohibition on cannabis uses in the Municipal Code and add provisions to regulate commercial cannabis activity that: (i) will not adversely affect adjoining property as to value or precedent and will not be detrimental to the area; (ii) does not authorize any new construction or use but rather describes a process that will require vetting of environmental, land use and operational issues in connection with each application for a Certificate of Approval and is therefore not a “project” under CEQA because it establishes “general policy and procedure making” (CEQA Guidelines Sec.15378(b)(2)), and constitutes “organizational

or administrative activities of governments that will not result in direct or indirect physical changes in the environment” (CEQA Guidelines 15378(b)(5)); (iii) the implementing resolution is self-mitigating insofar as it provides the means for avoiding environmental impacts, if any are identified, as part of each discretionary application and as provided in NCMC Section 18.12.040 (C) each application is subject to separate environmental review under CEQA; and (iv) issuance of ministerial permits for personal, noncommercial cultivation is categorically exempt as a Class 1 or Class 5 project insofar as, at best, the activities that are authorized would constitute a minor alteration of existing public structures involving no expansion of use, or a minor Page 8 of 146 alteration in land use limitations (see 14 CCR Sections 15031, 15305). Based on the foregoing staff has determined that this ordinance is exempt from further environmental review.

Local Coastal Program

The proposed ordinance and implementing resolution do not amend the City’s certified Local Coastal Program (LCP). The ordinance provides licensing and health and safety regulations for cannabis uses under Title 9 of the NCMC. Zoning and development standards of NCMC Title 18 are not changed except for partial repeal of the prohibition on cannabis uses under Chapter 18.30 of Division 3, which chapter is not part of the LCP. Similarly, the proposed implementing resolution is declarative of existing zoning and does not alter the City’s zoning map, development standards or the LCP. Accordingly, no LCP amendment or other Coastal Commission approval is required for the ordinance and resolution

Chapter 9.60 Commercial Cannabis Businesses

Sections:

- Section 9.60.010. Purpose and Intent.
- Section 9.60.020. Legal Authority.
- Section 9.60.030. Cannabis Cultivation and Commercial Cannabis Activities Prohibited Unless Specifically Authorized by this Chapter.
- Section 9.60.040. Compliance with State and Local Laws.
- Section 9.60.050. Definitions.
- Section 9.60.060. Authorization to Engage in Commercial Cannabis Business.
- Section 9.60.070. Location and Design of Cannabis Businesses.
- Section 9.60.080. Maximum Number and Type of Authorized Commercial Cannabis Businesses Permitted.
- Section 9.60.090. Fees and Charges.
- Section 9.60.100. Development Agreement.
- Section 9.60.110. Evidence of Cannabis Owner(s), and Representative(s) Background Check Required.
- Section 9.60.120. Persons Prohibited from Holding a Commercial Cannabis License.
- Section 9.60.130. Persons Prohibited from Employment by a Commercial Cannabis Business.
- Section 9.60.140. Certification from the Community Development Department.
- Section 9.60.150. Right to Occupy and to Use Property.
- Section 9.60.160. Application Procedure for a Cannabis Business Permit.
- Section 9.60.180. Operations Plan and Standards.

- Section 9.60.190. Limitations on City’s Liability.
- Section 9.60.200. Restriction on Alcohol & Tobacco Sales.
- Section 9.60.225. Restriction on Consumption of Cannabis or other Substances
- Section 9.60.230. General Operating Requirements for all Commercial Cannabis Businesses.
- Section 9.60.240. Amendments to General Operating Requirements.
- Section 9.60.250. Additional Operating Requirements for Store Front Retail Facilities.
- Section 9.60.260. Additional Operating Requirements for Non-Store Front Retail Facilities.
- Section 9.60.265. Operating Requirements for Consumption Lounges.
- Section 9.60.270. In-City Delivery Vehicle Requirements.
- Section 9.60.275. Out-of-City Delivery Vehicle Requirements.
- Section 9.60.280. Additional Operating Requirements for a Cultivation Facility Operation.
- Section 9.60.290. Additional Operating Requirements for Distributors.
- Section 9.60.300. Additional Operating Requirements for Testing Labs.
- Section 9.60.310. Additional Operating Requirements for Cannabis Manufacturing: Edibles and Other Cannabis Products; Sale or Distribution of Edible and Other Cannabis Products.
- Section 9.60.320. Additional Operating Requirements for a Microbusiness-Cultivation Facility.
- Section 9.60.330. Permissible Delivery Locations and Customers.
- Section 9.60.340. Expiration of Commercial Cannabis Business Permits.
- Section 9.60.350. Renewal of Cannabis Business Permits.
- Section 9.60.360. Revocation or Suspension of Permits.
- Section 9.60.370. Effect of State License Suspension, Revocation, or Termination.
- Section 9.60.380. Appeals.

- Section 9.60.390. Written Request for Appeal.
- Section 9.60.400. Appeal Hearing Process.
- Section 9.60.420. Transfer of Cannabis Business Permit.
- Section 9.60.430. Change in location; updated permit application.
- Section 9.60.440. Promulgation of Regulations, Standards and Other Legal Duties.
- Section 9.60.450. Community Relations.
- Section 9.60.460. Fees Deemed Debt to the City of National City.
- Section 9.60.470. Responsibility for Violations.
- Section 9.60.480. Inspection and Enforcement.
- Section 9.60.490. Compliance with State Regulations.
- Section 9.60.500. Violations declared a public nuisance.
- Section 9.60.510. Each violation a separate offense.
- Section 9.60.520. Serious Violations Grounds for Immediate Suspension of License or Permit.
- Section 9.60.530. Criminal Penalties.
- Section 9.60.540. Remedies cumulative and not exclusive.

**NATIONAL CITY ORDINANCE
ADDING CHAPTER 9.60 TO THE NATIONAL CITY MUNICIPAL CODE
REGULATION OF COMMERCIAL CANNABIS ACTIVITY**

Section 9.60.010. Purpose and Intent.

It is the purpose and intent of this Chapter to implement the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act (“MAUCRSA”) to accommodate the needs of medically-ill persons in need of cannabis for medicinal purposes as recommended by their health care provider(s), and to provide access to same. It is also the purpose and intent of this Chapter to provide access to adult-use cannabis for persons aged twenty-one (21) and over as authorized by the Control, Tax & Regulate the Adult Use Cannabis Act (“AUMA” or “Proposition 64” approved by California voters in 2016), while imposing sensible regulations on the use of land to protect the City of National City’s residents, neighborhoods, and businesses from disproportionately negative impacts. As such, it is the purpose and intent of this Chapter to regulate the cultivation, processing, manufacturing testing, sale, delivery, distribution and transportation of cannabis and cannabis products in a responsible manner to protect the health, safety, and welfare of the residents of the City of National City and to enforce rules and regulations consistent with state and local law. It is the further purpose of intent of this Chapter to require all commercial cannabis operators to obtain and renew annually a commercial cannabis business permit to operate within the City of National City. Nothing in this Chapter is intended to authorize the possession, use, or provision of cannabis for purposes that violate state or local law. The provisions of this Chapter are in addition to any other permits, licenses and approvals which may be required to conduct business in the City of National City, and are in addition to any permits, licenses and approval required under state, City, or other law.

Section 9.60.020. Legal Authority.

Pursuant to Sections 5 and 7 of Article XI of the California Constitution, the provisions of the MAUCRSA, and any subsequent state legislation and/or regulations regarding same, the City of National City is authorized to adopt ordinances that establish standards, requirements and regulations for the licensing and permitting of commercial cannabis activity. Any standards, requirements, and regulations regarding health and safety, security, and worker protections established by the State of California, or any of its departments or divisions, shall be the minimum standards applicable in the City of National City to all commercial cannabis activity.

Section 9.60.030. Cannabis Cultivation and Commercial Cannabis Activities Prohibited Unless Specifically Authorized by this Chapter.

Except as specifically authorized in this Chapter, the commercial cultivation, manufacture, processing, storing, laboratory testing, labeling, sale, delivery, distribution or transportation (other than as provided under Bus. & Prof. Code Section 26090(e)), of cannabis or cannabis product is expressly prohibited in the City of National City.

Section 9.60.040. Compliance with State and Local Laws.

It is the responsibility of the owners and operators of the commercial cannabis business, or any other responsible person(s), to ensure that it is, always, operating in a manner compliant with all applicable state and local laws, and any regulations promulgated thereunder. Nothing in this Chapter shall be construed as authorizing any actions that violate state law or local law with respect to the operation of a commercial cannabis business. It shall be the responsibility of the owners and the operators of the commercial cannabis business, or any other responsible person(s), to ensure that the commercial cannabis business is, at all times, operating in a manner compliant with all applicable state and local laws, including the MAUCRSA, and any subsequently enacted state or local law or regulatory, licensing, or certification requirements, and any specific, additional operating procedures or requirements which may be imposed as conditions of approval of the commercial cannabis business permit.

Section 9.60.050. Definitions.

All definitions pertaining to cannabis regulation that appear in Business and Professions Code Section 26001, as codified by Senate Bill 94, MAUCRSA, are hereby incorporated by reference. Definitions appearing in this ordinance are either those that are not covered by state law, pre-date Proposition 64 and the MAUCRSA, or are outside the scope of Section 26001.

(a) "Adult Use" means the use of cannabis for recreational purposes by persons twenty-one (21) years of age or older.

(b) "Canopy" shall have the same meaning as that appearing in Title 3, Section 8000(f) of the California Code of Regulations.

(c) "Caregiver" or "primary caregiver" has the same meaning as that term is defined in Section 11362.7 of the California Health and Safety Code.

(d) "Distributor" shall have the same meaning as that appearing in Section 26070 of the Business and Professions Code.

(e) "Commercial cannabis business" means any business or operation which engages in medicinal or adult-use commercial cannabis activity.

(f) “Commercial cannabis business permit” means a regulatory permit issued by the City of National City pursuant to this Chapter, to a commercial cannabis business and is required before any commercial cannabis activity may be conducted in the City of National City. The initial permit and annual renewal of a commercial cannabis business is made expressly contingent upon the business’ ongoing compliance with all of the requirements of this Chapter, any regulations adopted by the City of National City governing the commercial cannabis activity at issue, and any other state and local laws and regulations.

(g) “Consumption lounge” means an area that is part of the premises of a state-licensed, locally permitted commercial cannabis retail business, and that is designated for consumption of cannabis or cannabis products.

(h) “Dispensing” means any activity involving the retail sale of cannabis or cannabis products from a retailer.

(i) “Electronic Smoking Device” means an electronic device that can be used to deliver an inhaled dose of nicotine, or other substances, including any component, part, or accessory of such a device, whether or not sold separately. “Electronic Smoking Device” includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor. “Electronic Smoking Device” also includes cartridges, cartomizers, e-liquid, smoke juice, tips, atomizers, Electronic Smoking Device batteries, Electronic Smoking Device charges, and any other item specifically designed for the preparation, charging, or use of Electronic Smoking Devices.

(j) “Limited-access area” means an area in which cannabis is stored or held and is only accessible to some licensee and authorized personnel.

(k) “Manufactured cannabis” means raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, extraction or other manufactured product intended for internal consumption through inhalation or oral ingestion or for topical application.

(l) “Manufacturing site” means a location that produces, prepares, propagates, or compounds cannabis or cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and is owned and operated by a person issued a valid commercial cannabis business permit for manufacturing from the City of National City and, a valid state license as required for manufacturing of cannabis products.

(m) “Microbusiness” shall have the same meaning as that contained in Section 26070(a)(3) of the Business and Professions Code.

(n) “Non-volatile solvent” means any solvent used in the extraction process that is not a volatile solvent as defined by state law. For purposes of this chapter, a nonvolatile solvent includes carbon dioxide (CO₂) used for extraction and ethanol used for extraction or post-extraction processing.

(o) “Package” means any container or receptacle used for holding cannabis or cannabis products.

(p) “Patient” or “qualified patient” shall have the same definition as California Health and Safety Code Section 11362.7 et seq., as it may be amended, and which means a person who is entitled to the protections of California Health & Safety Code Section 11362.22.

(q) “Person with an identification card” shall have the meaning given that term by California Health and Safety Code Section 11362.7.

(r) “Processing” means a cultivation site that conducts only trimming, drying, curing, grading, packaging, or labeling of cannabis and non-manufactured cannabis products.

(s) “Retail Ancillary/Accessory Use” Shall be determined when less than forty percent of a business’s gross floor area is devoted to the use, display, and/or sales of cannabis products and/or paraphernalia and No approved Retail Ancillary/Accessory Use shall be permitted without a licensed and operational primary use.

(t) “Responsible person(s)” shall include but not be limited to a property owner, tenant, manager, permit holder, or any other person with a legal interest in the affected real property and any person in possession of the affected real property.

(u) “Retailer” shall have the same meaning as the definition appearing in Section 26070(a)(1) of the Business and Professions Code.

(v) “State license” means a permit or license issued by the State of California, or one of its departments or divisions, under MAUCRSA and any subsequent State of California legislation regarding the same to engage in commercial cannabis activity. A state license alone will not authorize the holder to operate a cannabis business, as state law also requires a permit or other authorization issued by a local jurisdiction.

(w) “THC” means Tetrahydrocannabinol, the primary active ingredient in cannabis. It is a psychotropic intoxicant causing euphoria and capable of altering human perception and motor skills.

(x) “Topical cannabis” means a product intended for external application and/or absorption through the skin. A topical cannabis product is not

considered a drug as defined by Section 109925 of the California Health and Safety Code.

(y) "Transport" means the transfer of cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting commercial cannabis activity authorized by MAUCRSA which may be amended or repealed by any subsequent State of California legislation regarding the same. Transport can only be performed by licensed distributors and does not include deliveries of cannabis or cannabis products.

(z) "Vape cartridge" means a small attachment to a cannabis e-cigarette or vape pen that is a pre-filled container of cannabis oil. Vape cartridges are sold pre-filled with cannabis concentrates which contain cannabis' active ingredients. The liquid in such products usually contains a propylene glycol or vegetable glycerin-based liquid with flavoring and other chemicals and metals. Many vape cartridges are high in THC, but some contain cannabidiol (CBD, a non-psychoactive cannabinoid used as an analgesic), or terpenes (the chemicals that give cannabis its flavorful tastes and aromas).

(aa) "Vaping" means the action or practice of inhaling and exhaling the vapor produced by an electronic cigarette or similar device.

(bb) "Volatile solvent" means a solvent as defined by Health and Safety Code Section 11362.3(b)(3) as of the effective date of this article and as subsequently amended.

(cc) "Youth center" means any public or private facility that is primarily used to host recreation or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades where 10 or more video games or game machines or devices are operated, and where minors are legally permitted to conduct business, or similar amusement park facilities. It shall also include a park, playground or recreational area specifically designed to be used by children which has play equipment installed, including public grounds designed for athletic activities such as baseball, softball, soccer, or basketball or any similar facility located on a public or private school grounds, or on city, county or state parks. This definition shall not include any private martial arts, yoga, ballet, music, art studio or similar studio of this nature nor shall it include any private gym, athletic training facility, pizza parlor, dentist office, doctor's office primarily serving children or a location which is primarily utilized as an administrative office or facility for youth programs or organizations.

Section 9.60.060. Authorization to Engage in Commercial Cannabis Business.

- (a) No person may engage in any authorized commercial cannabis business or in any commercial cannabis activity within the City of National City including cultivation, manufacture, processing, laboratory testing, transporting, dispensing, distribution, or sale of cannabis or a cannabis product unless the person has the following:
- (1) a valid commercial cannabis business permit issued by the City of National City;
 - (2) a valid business license issued by the City of National City;
 - (3) a mandatory building inspection and all required permits and approvals which would otherwise be required for any business of the same size and intensity operating in that zone. This includes but is not limited to obtaining any required building permit(s), the National City Fire Department approvals, Health Department approvals and other zoning and land use permit(s) and approvals.
 - (4) a valid state license for the commercial cannabis activity corresponding to the business permit issued by the City of National City;
 - (5) requisite approvals from the Planning Division of the National City Community Development Department;
 - (6) a valid development agreement jointly negotiated with the City of National City;
 - (7) a valid State of California Seller's Permit.
- (b) Development agreement
- (c) No permit shall be issued pursuant to this Chapter for outdoor commercial cannabis cultivation, which is prohibited. It is a violation of this Chapter for any person or entity to engage in any outdoor commercial cannabis cultivation of any kind.

Section 9.60.070. Location and Design of Cannabis Businesses.

Cannabis businesses permitted by the City of National City to engage in Cultivation, Distribution, Manufacturing, Microbusiness, Testing Labs, or Retail ancillary to the primary activity of the business, for cannabis and cannabis products are subject to the following zoning and locational requirements:

- (a) ~~Cultivation, Distribution, Testing Laboratories and Microbusinesses~~ **Cultivation, Distribution, Manufacturing, Microbusiness, Testing Labs, or Retail ancillary/**accessory use must be located in the following zones: IL (Light Industrial), IM (Medium Industrial), IH (Heavy Industrial) and must meet all of the requirements for development in these zones (see Section 18.20.020, National City Municipal Code). The cannabis businesses must also meet all of the following distance requirements:
- (1) It shall be no closer than six hundred (600) feet from any zoned parcel in the City of National City designated by state law as a sensitive use, and pursuant to Section 9.60.070 (a) (3). The distance measured shall be the horizontal distance measured in a straight line from the property line of those parcels in Section 9.60.070 (a) (3) to the closest property line of the lot on which the cannabis business is located.
 - (2) Cannabis businesses providing **retail ancillary/accessory use to the primary activity of the business** shall be no closer than two hundred fifty (250) feet of any residential parcel in the City of National City as of the date the cannabis business permit is issued. The distance between the cannabis business and the residential parcel shall be measured from the outer boundaries of the residential parcel to the first structure on the property seeking the commercial cannabis permit.
 - (3) It shall be no closer than six hundred (600) feet from any parcel containing any of the following:
 - A. A school providing instruction in kindergarten or any grades 1 through 12, (whether public or private, or charter, including pre-school, transitional kindergarten, and K-12);
 - B. A commercial daycare center licensed by the State, County or City or that is in existence at the time the license is issued, unless the State licensing authority or the City of National City specifies a different radius.
 - C. A youth center that is in existence at the time the license is issued, unless the State licensing authority or the City of National City specifies a different radius.
- (b) Consumption lounges must be located in the following: CT (Tourist Commercial) West of Interstate 5 and must meet all of the requirements for development in these zones (see Section 18.20.020, National City Municipal Code). They must also comply with the buffer zone requirements contained in 9.60.070(a).
- (c) Each proposed cannabis business project shall:

- (1) Conform with the City of National City's general plan, any applicable specific plans, master plans, and design requirements.
- (2) Comply with all applicable zoning and related development standards.
- (3) Be constructed in a manner that minimizes odors to surrounding uses, and promotes quality design and construction, and consistency with the surrounding properties.
- (4) Be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and all items required for the development.
- (5) Be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.
- (6) Be provided with adequate electricity, sewerage, disposal, water, fire protection and storm drainage facilities for the intended purpose.

Section 9.60.080. Maximum Number and Type of Authorized Commercial Cannabis Businesses Permitted.

- (a) The number of each type of commercial cannabis business that shall be permitted to operate in the City of National City shall be established by resolution by the City Council.
- (b) Section 9.60.080 is only intended to create a process in determining the maximum number of commercial cannabis businesses that may be issued permits to operate in the City of National City under each category. Nothing in this Chapter creates a mandate that the City Council must issue any or all of the commercial cannabis business permits if it is determined that the applicants do not meet the standards which are established in the application requirements, or by further amendments to the application process, or if the City Council upon further deliberation determines that the issuance of any or all commercial cannabis business permits will negatively impact the public safety, welfare or other public policy concerns.
- (c) Each year following the City Council's initial award of permits, if any, or at any time in the City Council's discretion, the City Council may reassess the number of commercial cannabis business permits which are authorized for issuance. The City Council at its discretion, may determine that the number of commercial cannabis permits should stay the same, ~~or~~ be expanded, or reduced.

Section 9.60.090. Fees and Charges.

- (a) No person may commence or continue any commercial cannabis activity in the City of National City, without timely paying in full all fees and charges required for the operation of a commercial cannabis activity. Fees and charges associated with the operation of a commercial cannabis activity shall be established by resolution of the City Council which may be amended from time to time.
- (b) All commercial cannabis businesses authorized to operate under this Chapter shall pay all sales, use, business and other applicable taxes, and all license, registration, and other fees required under federal, state and local law. Each commercial cannabis business shall cooperate with the City of National City with respect to any reasonable request to audit the commercial cannabis business' books and records for the purpose of verifying compliance with this section, including but not limited to a verification of the amount of taxes required to be paid during any period.

Section 9.60.100. Development Agreement.

Prior to operating in the City of National City and as a condition of issuance of a regulatory permit, the operator of each cannabis facility shall enter into a Development Agreement with the City of National City setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of this Chapter, including, but not limited to community benefits such as public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare.

Section 9.60.110. Evidence of Cannabis Owner(s), and Representative(s) and Employee(s) Background Check Required.

- (a) Pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which authorize city authorities to access state and local criminal history information for employment, licensing, or certification purposes, and authorize access to federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation, every applicant for a Certificate of Approval (including owners, managers, supervisors and any individual who will be participating in the direction, control, or management of the cannabis business other representatives of the applicant) and every person to be employed at the facility must submit fingerprints and other information deemed necessary by the City of National

~~City Chief of Police~~ City Manager or their designee(s) for a background check by the National City Police Department or a third party. A fee for the cost of the background investigation, which shall be the actual cost to the City of National City to conduct the background investigation as it deems necessary and appropriate, including City of National City staff time and costs, shall be paid at the time the person submits for the background check.

- (b) The criminal background check must at a minimum identify the following:
- 1) Whether the owners, managers, supervisors and any individual who will be participating in the direction, control, or management individual applying for employment has ever been convicted of a violent felony as defined by California Penal Code 667.5, or equivalent offenses in other states;
 - 2) Whether the owners, managers, supervisors and any individual who will be participating in the direction, control, or management individual applying for employment has ever been convicted of a crime involving dishonesty, fraud or deceit, including but not limited to fraud, forgery, theft, or embezzlement as those offenses are defined in California Penal Code Sections 186.11, 470, 484, and 504a, respectively; or equivalent offenses in other states; or
 - 3) Whether the owners, managers, supervisors and any individual who will be participating in the direction, control, or management individual applying for employment has ever been convicted of the illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, not including cannabis-related offenses for which the conviction occurred after the passage of the Compassionate Use Act of 1996.
- (c) Evidence of a conviction of any the offenses enumerated in Section 9.60.110(b) shall may be grounds for denial of employment.
- (d) Violation of this section shall may be grounds for immediate suspension of the business' operating permit. The business operator shall have the right to an appeal pursuant to section 9.60.380.

Section 9.60.120. Persons Prohibited from Holding a Commercial Cannabis License.

- (a) Any person, including but not limited to any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit (“applicant”), in which any of the following actions or notices have been issued for non-compliance or if they have been engaging or have engaged in the following activity, shall be prohibited from holding a cannabis commercial license or a cannabis business permit in the City of National City:
- (1) The applicant has had a license suspended or revoked by any City, county, City and county or any other state cannabis licensing authority;
 - (2) Evidence that the applicant is delinquent in payment of federal, state or local **commercial** taxes and/or fees;
 - (3) Applicant was conducting (or has conducted) commercial cannabis activity in the City of National City in violation of local and/or state law, **not including commercial cannabis-related offenses for which the conviction occurred after the City banned cannabis in 2012.**
 - (4) If any person enters into either a verbal or written agreement to lease, sublease, or any other agreement for any terms of use of the premises granted by a property owner, commercial broker or any third party, that is in violation of Section 9.60.060 and Section 9.60.150. Any such lease, sublease or agreement shall not contain terms or conditions requiring the cannabis permit licensee to pay the property owner, commercial broker, or any third party a percentage of gross receipts, royalties, equity, or other unreasonable compensation as determined by the City of National City. In addition, all leases, subleases, or other agreements must be based on a monthly rate.

Section 9.60.130. Persons Prohibited from Employment by a Commercial Cannabis Business.

- (a) Any person, including but not limited to any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, in which any of the following actions or notices have been issued for non-compliance or if they have been engaging or have engaged in the following activity, shall be prohibited from employment with a cannabis business permittee in the City of National City:
- (1) The person has had a license suspended or revoked by any City,

County, or City and County, or any other state cannabis licensing authority;

- (2) Evidence that the person is delinquent in payment of federal, state or local **commercial** taxes and/or fees.
- (3) The person was conducting commercial cannabis activity in the City of National City in violation of local and/or state, **not including commercial cannabis-related offenses for which the conviction occurred after the city banned cannabis in 2012.**

Section 9.60.140. Certification from the Community Development Department.

Prior to submitting any applications for a commercial cannabis business, applicant must first obtain a certification from the City of National City Community Development Department or its designee(s) certifying that the business is located on a site that meets all of the requirements of Sections 9.60.070 and 9.60.230 of this Chapter.

Section 9.60.150. Right to Occupy and to Use Property.

Prior to submitting any applications for a commercial cannabis business, applicant must obtain approval from the owner of the real property where the proposed commercial cannabis business will be located (if approved). Applicants are not required to have a signed lease, but a letter from the property owner indicating that:

- (a) The property owner is aware of and approves of the use being proposed.
- (b) The property owner will lease the property to the cannabis related use upon approval of the application.
- (c) The property owner understands that licenses for cannabis related uses are for one year and can be revoked at the City of National City's sole discretion with or without reason.

Property owners are permitted to issue letters detailing such contingent lease agreements for a maximum of two (2) independent applicants.

In the event the proposed location will be leased from the property owner, the applicant shall be required to provide a signed and notarized statement from the owner of the property, acknowledging that the property owner has read this Chapter and consents to the operation of the commercial cannabis business on the owner's property.

Section 9.60.160. Application Procedure for a Cannabis Business Permit.

- (a) The City of National City will establish by administrative policies and procedures promulgated by the City Manager or their designee the procedures to prepare the necessary forms, adopt any necessary rules related to the application process, solicit applications, and conduct initial evaluations of the applicants.
- (b) At the time of filing, each applicant shall pay an application fee established by resolution of the City Council, to cover all costs incurred by the City of National City in the application process.
- (c) The application procedure process shall include a component on community benefits. Any community benefits that a commercial cannabis business agrees to provide shall be incorporated into the terms and conditions under which the commercial cannabis business will operate with the City of National City's approval, if and when a Development Agreement is issued. Such terms and conditions shall be in addition to the requirements of this Chapter. The City of National City may establish the procedures for determining community benefits by Resolution and/or by the implementation of administrative policies and procedures promulgated by the City Manager or their designee.
- (d) The City of National City's Reservation of Rights.

The City of National City reserves the right to reject any or all applications. Prior to permit issuance, the City of National City may also modify, postpone, or cancel any request for applications, or the entire program under this Chapter, at any time without liability, obligation, or commitment to any party, firm, or organization, to the extent permitted under California state law. Persons submitting applications assume the risk that all or any part of the program, or any particular category of permit potentially authorized under this Chapter, may be cancelled at any time prior to permit issuance. The City of National City further reserves the right to request and obtain additional information from any candidate submitting an application.

- (e) Grounds for Rejection of Application.

In addition to a failure to comply with other requirements in this Chapter, an application risks being rejected for any of the following reasons:

- (1) The application was received after the designated time and date of the deadline.
- (2) The application did not contain the required elements, exhibits, or was not organized in the required format.

- (3) The application was considered not fully responsive to the request for a permit application, i.e. was substantially incomplete.

Section 9.60.180. Operations Plan and Standards.

A Certificate of Approval issued by the Planning Division of the National City Community Development Department for a facility must include, as conditions of approval, the operating standards set forth below. In addition, the Certificate of Approval must incorporate by reference an Operations Plan approved by the City of National City Chief of Police City Manager or their designee, that implements not only the operating standards set forth in this Chapter, but such additional conditions that the City of National City Chief of Police City Manager or their designee finds reasonably necessary to implement this Chapter when considering the location, size and other characteristics of the proposed facility.

Section 9.60.190. Limitations on City's Liability.

To the fullest extent permitted by law, the City of National City shall not assume any liability whatsoever with respect to having issued a commercial cannabis business permit pursuant to this Chapter or otherwise approving the operation of any commercial cannabis business. As a condition to the approval of any commercial cannabis business permit, the applicant shall be required to meet all of the following conditions before they can receive the commercial cannabis business permit:

- (a) Execute an agreement, in a form approved by the City of National City City Attorney or their designee, agreeing to indemnify, defend (at applicant's sole cost and expense), and hold the City of National City, and its officers, officials, employees, representatives, and agents, harmless, from any and all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to, the City of National City's issuance of the commercial cannabis business permit, the City of National City's decision to approve the operation of the commercial cannabis business or activity, the process used by the City of National City in making its decision, or the alleged violation of any federal, state or local laws by the commercial cannabis business or any of its officers, employees or agents.
- (b) Maintain insurance at coverage limits, and with conditions thereon determined necessary and appropriate from time to time by the City Manager, City Attorney, and the City's Risk Manager or their designee.
- (c) Reimburse the City of National City for all costs and expenses, including but not limited to legal fees and costs and court costs, which the City of

National City may be required to pay as a result of any legal challenge related to the City of National City's approval of the applicant's commercial cannabis business permit, or related to the City of National City's approval of a commercial cannabis activity. The City of National City may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve any of the obligations imposed hereunder.

Section 9.60.200. Restriction on Alcohol & Tobacco Sales.

- (a) No person shall cause or permit the sale, dispensing, or consumption of alcoholic beverages on or about the premises of the commercial cannabis business.
- (b) No person shall cause or permit the sale of tobacco products on or about the premises of the commercial cannabis business.

Section 9.60.225. Restriction on Consumption of Cannabis or other Substances.

No person shall consume cannabis, cannabis products, tobacco or alcohol on the premises of any commercial cannabis business. The sole exception shall be authorized cannabis consumption lounges of which tobacco and alcohol shall also be prohibited.

Section 9.60.230. General Operating Requirements for all Commercial Cannabis Businesses.

- (a) Commercial cannabis businesses may operate only during the hours specified in the commercial cannabis business permit issued by the City. No person under the age of twenty-one (21) shall operate, maintain, be employed at, or be issued a permit for, a commercial cannabis business of any kind.
- (b) No cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the exterior of any property issued a commercial cannabis business permit, or on any of the vehicles owned or used as part of the commercial cannabis business. No outdoor storage of cannabis or cannabis products is permitted at any time.
- (c) Reporting and Tracking of Product and of Gross Sales with an accounting software system capable of providing point of sale data as well as audit trails or both product and cash, where applicable. Each commercial cannabis business shall have in place a point-of-sale or management inventory tracking system to track and report on all aspects of the

commercial cannabis business including, but not limited to, such matters as cannabis tracking, inventory data, gross sales (by weight and by sale) and other information which may be deemed necessary by the City of National City. The commercial cannabis business shall ensure that such information is compatible with the City of National City's record-keeping systems. In addition, the system must have the capability to produce historical transactional data for review. Furthermore, any system selected must be approved and authorized by the City Manager or their designee prior to being used by the permittee.

- (d) All cannabis and cannabis products sold, distributed or manufactured shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the State and local regulations.
- (e) Emergency Contact. Each commercial cannabis business shall provide the City Manager ~~and the City Chief of Police~~ or their designee with the name, telephone number (both land line and mobile, if available) of an on-site employee or owner to whom emergency notice can be provided at any hour of the day.
- (f) Signage and Notices.
 - (1) In addition to the requirements otherwise set forth in this section, business identification signage for a commercial cannabis business shall conform to the requirements of the City of National City ordinance, Chapter 18.47, including, but not limited to, seeking the issuance of a City of National City sign permit.
 - (2) No signs placed on the premises of a commercial cannabis business shall obstruct any entrance or exit to the building or any window.
 - (3) Each entrance to a commercial cannabis business shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the commercial cannabis business is prohibited. This provision shall not apply to consumption lounges (see Section 9.60.265).
 - (4) Business identification signage shall be limited to that needed for identification only and shall not contain any logos or information that identifies, advertises, or lists the services or the products offered. No commercial cannabis business shall advertise by having a person holding a sign and advertising the business to passersby, whether such person is on the premises of the commercial cannabis business or elsewhere including, but not limited to, the public right-of-way.

- (5) Signage shall not depict any image of cannabis or cannabis products. No banners, flags, billboards or other prohibited signs may be used at any time.
 - (6) In accordance with state law and regulations or as stipulated in the City of National City regulatory permit, holders of a commercial cannabis business permit shall agree that, as an express and ongoing condition of permit issuance and subsequent renewal, the holder of the permit shall be prohibited from advertising any commercial cannabis business located in the City of National City utilizing a billboard (fixed or mobile), bus shelter, placard, aircraft, or other similar forms of advertising. This paragraph is not intended to place limitations on the ability of a commercial cannabis business to advertise in other legally authorized forms, including on the internet, in magazines, or in other similar ways.
- (g) Minors.
- (1) Persons under the age of twenty-one (21) years shall not be allowed on the premises of a commercial cannabis business and shall not be allowed to serve as a driver for a mobile delivery service. It shall be unlawful and a violation of this Chapter for any person to employ any person at a commercial cannabis business who is not at least twenty-one (21) years of age.
 - (2) Notwithstanding Section 9.60.230(g)(1), persons aged eighteen (18) to twenty (20) years shall be allowed on the premises of a commercial cannabis business if they can produce a physician's recommendation. In that event, such persons can lawfully purchase cannabis for the sole purpose of addressing the medical need that is the subject of the physician's recommendation. This provision shall not apply to consumption lounges. Only persons twenty-one (21) and older shall be granted admittance to consumption lounges. Access to persons under twenty-one (21) is prohibited.
 - (3) The entrance to the commercial cannabis business shall be clearly and legibly posted with a notice that no person under the age of twenty-one (21) years of age is permitted to enter upon the premises of the commercial cannabis business.
- (h) Odor Control. Odor control devices and techniques shall be incorporated in all commercial cannabis businesses to ensure that odors from cannabis are not detectable off-site. Commercial cannabis businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the commercial cannabis business that is distinctive to its

operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the commercial cannabis business. As such, commercial cannabis businesses must install and maintain the following equipment, or any other equipment which the City Manager or their designee determine is a more effective method or technology:

- (1) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally;
 - (2) An air system that creates negative air pressure between the commercial cannabis business's interior and exterior, so that the odors generated inside the commercial cannabis business are not detectable on the outside of the commercial cannabis business.
- (i) Display of Permit and City Business License. The original copy of the commercial cannabis business permit and the business license issued by the City of National City pursuant to this Chapter shall be posted inside the commercial cannabis business in a location readily visible to the public.
- (j) Background Check. Pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which authorizes City of National City authorities to access state and local summary criminal history information for employment, licensing, or certification purposes; and authorizes access to federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation, every person listed as an owner, manager, supervisor, and any individual who will be participating in the direction, control, or management employee, contract employee or who otherwise works in a commercial cannabis business must submit fingerprints and other information deemed necessary by the ~~Chief of Police~~ City Manager or their designee(s) for a background check by the City of National City Police Department. Pursuant to California Penal Sections 11105(b)(11) and 13300(b)(11), which requires that there be a requirement or exclusion from employment, licensing or certification based on specific criminal conduct on the part of the subject of the record. No person shall be issued a permit to operate a commercial cannabis business or a related work permit unless they have first cleared the background check, as determined by the ~~City of National City Chief of Police~~ City Manager or their designee, as required by this section. A fee for the cost of the background investigation, which shall be the actual cost to the City of National City to conduct the background investigation as it deems necessary and appropriate, shall be paid at the time the application

for a commercial cannabis business permit is submitted. Evidence of a conviction of any of the offenses enumerated in Business and Professions Code Section 26057(b)(4), absent a Certificate of Rehabilitation, shall be grounds for immediate disqualification of the applicant.

- (k) Loitering. The owner and/or operator of a commercial cannabis business shall prohibit loitering by persons outside the facility both on the premises and within fifty (50) feet of the premises. The cannabis business shall notify the National City Police Department if anyone continues to loiter around the building or premises after all reasonable action has been taken to remove the individual(s) and the action has failed to do so in a timely manner.
- (l) Employee Training and Customer Education. Each commercial cannabis operator shall establish minimum training standards for all employees, including but not limited to the variety of products offered for sale, their potency, absorption time if known, and effects of the products. Employees shall educate all customers on these items in an effort to ensure responsible consumption. The retailer shall provide with each purchase educational brochures containing this information. The City Manager, ~~Chief of Police~~ or their designee shall have the discretion to require other training for the business operations as they find necessary under any circumstances.
- (m) Security Requirements. A permitted commercial cannabis business shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products, and to deter and prevent the theft of cannabis or cannabis products at the commercial cannabis business. Except as may otherwise be determined by the City Manager, ~~Chief of Police~~ or their designee, these security measures shall include, but may not be limited to, all of the following:
 - (1) Alarm system (perimeter, fire, and panic buttons).
 - (2) Remote monitoring of alarm systems by a security company licensed by the State of California Bureau of Security and Investigative Services.
 - (3) Perimeter lighting systems (including motion sensors) for after-hours security.
 - (4) Perimeter security and lightning as approved by the ~~Chief of Police or the Community Development Department~~ City Manager or their designee.

(5) Preventing individuals from remaining on the premises of the commercial cannabis business if they are not engaged in an activity directly related to the permitted operations of the commercial cannabis business.

(6) Establishing limited access areas accessible only to authorized commercial cannabis business personnel.

(7) Except for live growing plants which are being cultivated at a cultivation operation, all cannabis and cannabis products shall be stored in a secured and locked vault or vault equivalent. All safes and vaults shall be compliant with Underwriter Laboratories burglary-resistant and fire-resistant standards. All cannabis and cannabis products, including live plants that are being cultivated, shall be kept in a manner as to prevent diversion, theft, and loss.

(8) Installing 24-hour security surveillance cameras of at least HD-quality to monitor all entrances and exits to and from the premises, all interior spaces within the commercial cannabis business which are open and accessible to the public, all interior spaces where cannabis, cash or currency, is being stored for any period of time on a regular basis and all interior spaces where diversion of cannabis could reasonably occur. All cameras shall record in color. All exterior cameras shall be in weather-proof enclosures, shall be located so as to minimize the possibility of vandalism, and shall have the capability to automatically switch to black and white in low light conditions. Video recordings shall be maintained for a minimum of ninety (90) days and shall be made available to the City Manager or their designee upon request. Video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the site of the commercial cannabis business and shall be capable of enlargement via projection or other means.

(9) Sensors shall be installed to detect entry and exit from all secure areas and shall be monitored in real time by a security company licensed by the State of California Bureau of Security and Investigative Services.

(10) Panic buttons shall be installed in all commercial cannabis businesses with direct notification to the National City Police Department dispatch and shall be configured to immediately alert dispatch for the National City Police Department.

(11) Any bars installed on the windows or the doors of the commercial cannabis business shall be installed only on the interior of the building in compliance with all federal, state and local laws.

(12) Security personnel shall be on-site 24 hours a day or alternative security as authorized by the City Manager, ~~Chief of Police~~ or their ~~respective~~ designee and must have a verified response security patrol when closed. Security personnel must be licensed by the State of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the City Manager, ~~Chief of Police~~ or their ~~respective~~ designee, with such approval not to be unreasonably withheld. Firearms may be carried by security personnel while they are on duty, if ~~permitted~~ authorized by the San Diego County Sheriff's Department and authorized by the Chief of Police.

(13) Each commercial cannabis business shall have the capability to remain secure during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.

(14) Entrance areas are to be locked at all times and under the control of a designated responsible party that is either; (a) an employee of the commercial cannabis business; or (b) a licensed security professional.

(15) Each commercial cannabis business shall demonstrate to the Chief of Police, City Manager or their designee, compliance with the state's track and trace system for cannabis and cannabis products, as soon as it is operational.

(16) Each commercial cannabis business shall have a professionally installed video surveillance system, access control and intrusion alarm systems designed to protect the inventory, facility, and employees. Each business shall have network security protocols that are certified by Underwriters Laboratories.

(17) Exterior vegetation shall be planted, altered and maintained in a fashion that precludes its use as a hiding place for persons on the premises.

(18) Emergency access and emergency evacuation plans that are in compliance with state and local fire safety standards.

(19) Each commercial cannabis business shall identify a designated security representative/liaison to the City of National City, who shall be reasonably available to meet with the City Manager ~~or the Chief of Police~~ or their designee regarding any security related measures or and operational issues. The designated security representative/liaison shall, on behalf of the commercial cannabis business, annually maintain a copy of the current security plan on the premises of the business, to present to the City Manager ~~and Chief of Police~~ or their designee upon request that meets the requirements of Section 9.60.230(m).

(20) As part of the application and permitting process each commercial cannabis business shall have a storage and transportation plan, which describes in detail the procedures for safely and securely storing and transporting all cannabis, cannabis products, any hazardous materials that may be used by the business, and any currency.

(21) The commercial cannabis business shall cooperate with the City of National City whenever the City Manager ~~or Chief of Police~~ or their designee makes a request, with or without prior notice, to inspect or audit the effectiveness of any security plan or of any other requirement of this Chapter.

(22) A commercial cannabis business shall notify the City Manager ~~and the Chief of Police~~ or their designee(s) within twenty-four (24) hours of discovering any of the following:

- (a) Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the City Manager ~~and the Chief of Police~~ or their designee(s).
- (b) Diversion, theft, loss, or any criminal activity involving the commercial cannabis business or any agent or employee of the commercial cannabis business.

- (c) The loss or unauthorized alteration of records related to cannabis, customers or employees or agents of the commercial cannabis business.
- (d) Any other breach of security.

(23) Compliance with the foregoing requirements shall be verified by the City Manager or their designee prior to commencing business operations. The City Manager or their designee may supplement these security requirements once operations begin, subject to review by the City Manager or their designee if requested by the business owner.

(24) Retailers and microbusinesses authorized to conduct retail activities shall only serve customers who are within the licensed premises, or at a delivery address that meets the requirements of this division.

- (1) The sale and delivery of cannabis goods shall not occur through a pass-through window or a slide-out tray to the exterior of the premises.
- (2) Retailers or microbusinesses shall not operate as or with a drive-in or drive-through at which cannabis goods are sold to persons within or about a motor vehicle.
- (3) No cannabis goods shall be sold and/or delivered by any means or method to any person within a motor vehicle.
- (4) All cannabis goods sold by a retail business shall be contained in child-resistant packaging.
- (5) Retailers shall record point-of-sale areas and areas where cannabis goods are displayed for sale on the video surveillance system. At each point-of-sale location, camera placement must allow for the recording of the facial features of any person purchasing or selling cannabis goods, or any person in the retail area, with sufficient clarity to determine identity. A retail licensee or microbusiness licensee who is engaged in retail sale shall hire or contract for security personnel who are at least twenty-one

(21) years of age to provide security services for the licensed retail premises. All security personnel hired or contracted for by the licensee shall be licensed by the Bureau of Security and Investigative Services and shall comply with Chapters 11.4 and 11.5 of Division 3 of the Business and Professions Code.

(n) Records and Recordkeeping.

- (1) Each owner and operator of a commercial cannabis business shall maintain accurate books and records in an electronic format, detailing all of the revenues and expenses of the business, and all of its assets and liabilities. On no less than an annual basis (at or before the time of the renewal of a commercial cannabis business permit issued pursuant to this Chapter), or at any time upon reasonable request of the City of National City, each commercial cannabis business shall file a sworn statement detailing the number of sales by the commercial cannabis business during the previous twelve (12) month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement shall also include gross sales for each month, and all applicable taxes and fees paid or due to be paid. On an annual basis, each owner and operator shall submit to the City a financial audit of the business's operations conducted by an independent certified public accountant. Each permittee shall be subject to a regulatory compliance review and financial audit as determined by the City Manager or their designee(s).
- (2) Each owner and operator of a commercial cannabis business shall maintain a current register of the names and the contact information (including the name, address, and telephone number) of anyone owning or holding an interest in the commercial cannabis business, and separately of all the officers, managers, employees, agents and volunteers currently employed or otherwise engaged by the commercial cannabis business. The register required by this paragraph shall be provided to the City Manager or their designee(s) upon a reasonable request.
- (3) If an applicant operated a cannabis collective, cooperative, or other business prior to the enactment of MAUCRSA, then once a state license is obtained, the commercial cannabis business must maintain such records only to the extent permitted or required by MAUCRSA.
- (4) All commercial cannabis businesses shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products for all stages of the growing and production or manufacturing, laboratory

testing and distribution processes until purchase as set forth MAUCRSA.

- (5) Each commercial cannabis business shall allow the City of National City officials to have access to the business's books, records, accounts, together with any other data or documents relevant to its permitted commercial cannabis activities, for the purpose of conducting an audit or examination at any time during the business's business hours. If not otherwise available, books, records, accounts, and any and all relevant data or documents will be produced no later than twenty-four (24) hours after receipt of the City's request, unless otherwise stipulated by the City. The City may require the materials to be submitted in an electronic format that is compatible with the City's software and hardware.

~~(e) Sale of Certain Items Prohibited. It shall be a violation of this Chapter for any commercial cannabis business to sell or offer for sale, possess, give, provide, or to possess with intent to sell or offer for sale, give or provide, any vape products including vape cartridges, flavored or unflavored, electronic cigarettes or other electronic smoking devices, or flavored tobacco products. All such sales or possession are strictly prohibited.~~

Section 9.60.240. Amendments to General Operating Requirements.

The City Manager or their designee may develop other commercial cannabis business operational requirements or regulations as are determined to be necessary to protect the public health, safety and welfare.

Section 9.60.250. Additional Operating Requirements for Store Front Retail Facilities.

- (a) Retailers shall verify the age and all necessary documentation of each individual to ensure the customer is not under the age of eighteen (18) years. If the potential customer is eighteen (18) to twenty (20) years old, retailer shall confirm the customer's possession of a valid doctor's recommendation and/or Health and Safety Code Section 11362.71 identification card (Medical Cannabis Card). For adult use or recreational purchases, retailers shall verify that all customers are twenty-one (21) years of age or older for the purchase of cannabis or cannabis products.
- (1) Access to the premises of a retail licensee/permittee shall be limited to individuals who are at least twenty-one (21) years of age.
 - (2) Notwithstanding Section 9.60.250 (a)(1), individuals who are at least eighteen (18) years of age and in possession of a valid physician's recommendation shall be granted access to the premises of a retail

licensee/permittee for the sole purpose of purchasing medicinal cannabis consistent with the physician's recommendation.

- (3) All individuals seeking access to the commercial cannabis retail business must show their government-issued identification, and, if appropriate, doctor's recommendation of Medical Cannabis card, in order to gain access into the retailer. These documents must also be shown at the point of sale station at the time of purchase. Doctor recommendations are not to be obtained or provided at the retail location.
- (b) Entrances into the retailer shall be locked at all times with entry strictly controlled. A "buzz-in" electronic/mechanical entry system shall be utilized to limit access to and entry to the retailer to separate it from the reception/lobby area.
- (c) Retailers may have only that quantity of cannabis and cannabis products to meet the daily demand readily available for sale on-site in the retail sales area of the retailer. Additional product may be stored in a secured, locked area to which customers, vendors, and visitors shall not have access.
- (d) All restroom facilities shall remain locked and under the control of management.
- (e) Limited Access Areas. A retailer shall establish limited-access areas and permit only authorized individuals to enter the limited-access areas. Authorized individuals include individuals employed by the retailer as well as any outside vendors, contractors, or other individuals conducting business that requires access to the limited access area. All individuals granted access to the limited access area shall be at least twenty-one (21) years of age, and if not employed by the retailer, shall be escorted at all times by an employee of the licensee/permittee. A retailer shall maintain a log of all individuals who are not employees who are granted access to the limited access area. These logs shall be made available to the ~~City of National City Chief of Police or the Development Services Director~~ City Manager or their designee upon request.
- (f) Microbusiness – Commercial Activity. All cultivation, manufacturing, distribution, and retail activities performed by a licensee under a Type 12-Microbusiness permit shall occur on the same licensed premises. Areas of the premises for manufacturing and cultivation shall be separated from the distribution and retail areas by a wall and all doors between the areas shall remain closed when not in use.
- (g) Operating hours of the Store Front Retailer License shall be limited to the hours of 9:00 a.m. through 9:00 p.m., seven days a week.
- (h) Store Front/Retail Security Requirements. All provisions incorporated within Section 9.60.230(m) of this Chapter (Security Requirements), are directly

applicable to and binding on all commercial cannabis businesses, including all Store Front/Retail businesses. Uniformed licensed security personnel shall be employed to monitor site activity, control loitering and site access, and to serve as a visual deterrent to unlawful activities. Security personnel may be allowed to carry firearms if permitted authorized by San Diego County Sheriff's Department and authorized by the Chief of Police.

Section 9.60.260. Additional Operating Requirements for Non-Store Front Retail Facilities.

All Store Front Retailers, Non-Store Front Retailers (delivery) and Microbusinesses which conduct deliveries into or within the City of National City shall be required to obtain a delivery permit from the City of National City in order to conduct retail sales regardless if they are located in the City or another local jurisdiction.

- (a) Operating hours of the Non-Store Front Retailer License shall be limited to the hours of 9:00 a.m. through 9:00 p.m., seven days a week.
- (b) The commercial Non-Store Front Retailer shall only sell cannabis or cannabis products to a natural person twenty-one (21) years of age or older, or a natural person eighteen (18) years of age or older who possesses a physician's recommendation for cannabis medical use only. The age and/or any necessary documentation including a valid doctor's recommendation of each medical customer shall be verified. Doctor recommendations are not to be obtained or provided at the retail location.
- (c) The commercial cannabis Non-Store Front Retailer may only have on-site that quantity of cannabis and cannabis products reasonably anticipated to meet the weekly demand for which they may need to be readily available for sale.

Section 9.60.265. Operating Requirements for Consumption Lounges.

- (a) Any consumption lounge operating within the City of National City must be contained within the premises of a state-licensed retail business or microbusiness, must be locally permitted pursuant to Section 9.60.140, must meet the other requirements of this Chapter, and must be compliant with the following additional requirements:
 - (1) Access to the area where cannabis consumption is allowed is restricted to persons twenty-one (21) years of age or older.
 - (2) Cannabis consumption is not visible from any public place or non-age-restricted area.

- (3) Sale or consumption of alcohol or tobacco is not allowed on the premises.
 - (4) Patrons cannot bring cannabis, tobacco or alcohol or other substances into the consumption lounge – they can only consume whatever cannabis they purchase on site.
- (b) An applicant must obtain a secondary on-site consumption permit in order for cannabis to be consumed on the premises of an adult-use retail business and shall comply with the following
 - (1) Cannabis consumption areas shall be well ventilated private areas of the retail establishment and are designed to prevent the flow of smoke to any other area of the establishment.
 - (c) A commercial cannabis retail business with a retail lounge on its premises shall adopt procedures ensuring that its customers may only gain access to the lounge once they have purchased a product or products from the retail business.
 - ~~(d) Vaping is strictly prohibited. The possession or use of vape pens, electronic cigarettes, any type of electronic smoking device, or vape cartridges, both flavored and unflavored, on the premises of a consumption lounge shall be a violation of this Chapter.~~
 - (e) The on-site sale of food is permitted. A Permittee shall comply with laws governing Cannabis Businesses and retail food establishments, including but not limited to the California Retail Food Code.
 - (g) The owner/operator of the consumption lounge shall be responsible for maintaining dedicated and sufficient staff during operating hours to verify the identity and age of all patrons seeking admittance to the lounge. Persons under twenty-one (21) shall be denied entry without exception.
 - (h) The owner/operator of the consumption lounge shall be responsible for ensuring that a state-licensed security guard is on duty during operating hours.
 - (i) The City Manager or his/or designee shall establish conditions for approval for each onsite consumption permit including but not limited to a parking plan, ventilation plan, anti-drugged driving plan, design plan, and set hours of operation. Set hours of operation may only be adjusted by submitting a written request to and obtaining approval from city.

- (j) Cannabis consumption areas shall only provide cannabis to an individual in an amount consistent with personal possession and use limits allowed by the state.

Section 9.60.270. In-City Delivery Vehicle Requirements.

Prior to commencing delivery operations, any locally permitted cannabis retail operation shall provide the following information to the City of National City:

- (a) Proof of ownership of the vehicle or a valid lease for all vehicles that will be used to deliver cannabis or cannabis products.
- (b) The year, make, model, color, license plate number, and numerical Vehicle Identification Number (VIN) for all vehicles that will be used to deliver cannabis goods.
- (c) Proof of insurance as required in Section 9.60.210(b) for any and all vehicles being used to deliver cannabis goods.
- (d) The licensee shall provide the City with any changes to the information required by this section in writing within thirty (30) calendar days.

Section 9.60.275. Out-of-City Delivery Vehicle Requirements.

Prior to commencing operations, a cannabis out of City of National City delivery service shall comply with the following requirements:

- (a) Obtain from the City a permit authorizing the delivery of cannabis and cannabis products within the City limits. A copy of this permit shall be retained by all drivers.
- (b) The retail business operating the delivery service shall provide the City Manager or their designee, with evidence of a valid state license for a commercial cannabis business on whose authorization the delivery service is performing the delivery function.
- (c) The retail business operating the delivery service shall furnish to the City Manager or their designee, the year, make, model, color, license plate number, and numerical Vehicle Identification Number (VIN) for any and all vehicles that will be used to deliver cannabis goods.

Section 9.60.280. Additional Operating Requirements for a Cultivation Facility Operation.

- (a) Outdoor Commercial Cultivation is prohibited.
- (b) In no case, shall cannabis plants be visible from a public or private road, sidewalk, park or any common public viewing area.
- (c) Cannabis cultivation shall be conducted in accordance with state and local laws related to land conversion, grading, electricity, water usage, water quality, woodland and riparian habitat protection, agricultural discharges, and similar matters.
- (d) Pesticides and fertilizers shall be properly labeled and stored to avoid contamination through erosion, leakage or inadvertent damage from pests, rodents or other wildlife.
- (e) The cultivation of cannabis shall at all times be operated in such a way as to ensure the health, safety, and welfare of the public, the employees working at the commercial cannabis business, visitors to the area, neighboring properties, and the end users of the cannabis being cultivated, to protect the environment from harm to streams, fish, and wildlife; to ensure the security of the cannabis being cultivated; and to safeguard against the diversion of cannabis.
- (f) All applicants for a cannabis cultivation permit shall submit to the following in addition to the information generally otherwise required for a commercial cannabis business:
 - (1) A cultivation and operations plan that meets or exceeds minimum legal standards for water usage, conservation and use; drainage, runoff, and erosion control; watershed and habitat protection; and proper storage of fertilizers, pesticides, and other regulated products to be used on the parcel, and a description of the cultivation activities and schedule of activities during each month of growing and harvesting, or explanation of growth cycles and anticipated harvesting schedules for all-season harvesting.
 - (2) A description of a legal water source, irrigation plan, and projected water use.
 - (3) Identification of the source of electrical power and plan for compliance with applicable Building Codes and related codes.
 - (4) Plan for addressing odor and other public nuisances that may derive from the cultivation site.

Section 9.60.290. Additional Operating Requirements for Distributors.

- (a) A distributor shall not store non-cannabis goods or non-cannabis accessories that are to be sold to another party on any licensed premises. Additionally, a distributor shall not distribute non-cannabis goods or non-cannabis accessories at a licensed premise. For the purposes of this section, non-cannabis goods are any goods that do not meet the definition of cannabis goods as defined in Title 16, Section 5000(c) of the California Code of Regulations.
- (b) After taking physical possession of a cannabis goods batch, the distributor shall contact a testing laboratory and arrange for a laboratory employee to come to the distributor's licensed premises to select a representative sample for laboratory testing.
- (c) A distributor shall ensure that all cannabis goods are stored separately and distinctly from other cannabis goods on the distributor's premises.
- (d) The distributor shall ensure that the batch size from which the sample is taken meets the requirements of state law, specifically the testing provisions within the California Code of Regulations.
- (e) A distributor or an employee of the distributor shall be physically present to observe the laboratory employee obtain the sample of cannabis goods for testing and shall ensure that the increments are taken from throughout the batch. The sampling shall be video-recorded, and the recording kept available to state and local authorities for a minimum of one hundred eighty (180) days, pursuant to Title 16, Section 5305 of the California Code of Regulations.
- (f) A distributor shall not transport cannabis or cannabis products to a licensed retail facility until and unless it has verified that the cannabis or cannabis products have been tested and certified by a testing lab as being in compliance with state health and safety requirements pursuant to Title 16, Sections 5705, 5710 and 5714 of the California Code of Regulations.

Section 9.60.300. Additional Operating Requirements for Testing Labs.

- (a) Testing Labs shall be required to conduct all testing in a manner pursuant to Business and Professions Code Section 26100 and shall be subject to state and local law. Each Testing Lab shall be subject to additional regulations as determined from time to time as more regulations are developed under this

Chapter and any subsequent State of California legislation regarding the same.

- (b) Testing Labs shall conduct all testing in a manner consistent with general requirements for the competence of testing and calibrations activities, including sampling using verified methods.
- (c) All cannabis testing laboratories performing testing shall obtain and maintain ISO/IEC 17025 accreditation as required by the Bureau of Cannabis Control.
- (d) Testing labs shall destroy any harvest batch whose testing sample indicates noncompliance with health and safety standards required by the bureau unless remedial measures can bring the cannabis or cannabis products into compliance with quality standards as specified by law and implemented by the bureau.
- (e) Each operator shall ensure that a testing laboratory employee takes the sample of cannabis or cannabis products from the distributor's premises for testing required by state law and that the testing laboratory employee transports the sample to the testing laboratory.
- (f) Except as provided by state law, a testing laboratory shall not acquire or receive cannabis or cannabis products except from a licensee in accordance with state law, and shall not distribute, sell, or dispense cannabis, or cannabis products, from the licensed premises from which the cannabis or cannabis products were acquired or received. All transfer or transportation shall be performed pursuant to a specified chain of custody protocol.
- (g) A testing laboratory may receive and test samples of cannabis or cannabis products from a qualified patient or primary caregiver only if the qualified patient or primary caregiver presents the qualified patient's valid physician's recommendation for cannabis for medicinal purpose. A testing lab shall not certify samples from a qualified patient or primary caregiver for resale or transfer to another party or licensee. All tests performed by a testing laboratory for a qualified patient or primary caregiver shall be recorded with the name of the qualified patient or primary caregiver and the amount of the cannabis or cannabis products received.

Section 9.60.310. Additional Operating Requirements for Cannabis Manufacturing: Edibles and Other Cannabis Products; Sale or Distribution of Edible and Other Cannabis Products.

Cannabis manufacturing shall only be permitted pursuant to state law, this chapter and or any subsequently created manufacturing state license as defined in MAUCRSA, and may be permitted to operate only within those zone districts as defined in Section 9.60.070 of this Chapter and Section 18.20.020 of the City of National City Municipal

Code.

Any compressed gases used in the manufacturing process shall not be stored on any property within the City of National City in containers that exceeds the amount which is approved by the National City Fire Department and authorized by the regulatory permit. Each site or parcel subject to a commercial cannabis business permit shall be limited to a total number of tanks as authorized by the National City Fire Department on the property at any time. Additional operating requirements include:

- (a) Cannabis manufacturing facilities may use heat, screens, presses, steam distillation, ice water, ethanol and other methods without employing solvents or gases to create keef, hashish, bubble hash, or infused dairy butter, or oils or fats derived from natural sources, and other extracts.
- (b) If an extraction process uses a professional grade closed loop CO₂ gas extraction system every vessel must be certified by the manufacturer for its safe use as referenced in Section 9.60.310 (f). The CO₂ must be of at least ninety-nine percent purity.
- (c) Closed loop systems for compressed gas extraction systems must be commercially manufactured and bear a permanently affixed and visible serial number.
- (d) Certification from an engineer licensed by the State of California, or by a certified industrial hygienist, must be provided to the Community Development Department for a professional grade closed loop system used by any commercial cannabis manufacturing manufacturer to certify that the system was commercially manufactured, is safe for its intended use, and was built to codes of recognized and generally accepted good engineering practices, including but not limited to:
 - (1) The American Society of Mechanical Engineers (ASME);
 - (2) American National Standards Institute (ANSI);
 - (3) Underwriters Laboratories (UL); or
 - (4) The American Society for Testing and Materials (ASTM)
- (e) The certification document must contain the signature and stamp of the professional engineer or industrial hygienist and serial number of the extraction unit being certified.

- (f) Professional closed loop systems, other equipment used, the extraction operation, and facilities must be approved for their use by the Fire Department and meet any required fire, safety, and building code requirements specified in the California Building Reference Codes.
- (g) Cannabis Manufacturing Facilities may use food grade glycerin, ethanol, and propylene glycol solvents to create or refine extracts. Ethanol should be removed from the extract in a manner to recapture the solvent and ensure that it is not vented into the atmosphere.
- (h) Cannabis Manufacturing Facilities creating cannabis extracts must develop standard operating procedures, good manufacturing practices, and a training plan prior to producing extracts for the marketplace.
- (i) Any person using solvents or gases in a closed looped system to create cannabis extracts must be fully trained on how to use the system, have direct access to applicable material safety data sheets and handle and store the solvents and gases safely.
- (j) Parts per million for one gram of finished extract cannot exceed state standards for any residual solvent or gas when quality assurance tested.

Section 9.60.320. Additional Operating Requirements for a Microbusiness-Cultivation Facility.

Microbusinesses shall comply with all local operating requirements under this Chapter and all requirements imposed by state law that apply to the specific activities operating under the umbrella of the individual microbusiness.

- (a) Outdoor Commercial Cultivation is prohibited.
- (b) In no case, shall cannabis plants be visible from a public or private road, sidewalk, park or any common public viewing area.
- (c) Commercial cannabis cultivation which is permitted in the City of National City shall not exceed 10,000 square feet of canopy space permitted by state law as part of a microbusiness license.
- (d) Cannabis cultivation shall be conducted in accordance with state and local laws related to land conversion, grading, electricity, water usage, water quality, woodland and riparian habitat protection, agricultural discharges, and similar matters.

- (e) Pesticides and fertilizers shall be properly labeled and stored to avoid contamination through erosion, leakage or inadvertent damage from pests, rodents or other wildlife.
- (f) The cultivation of cannabis shall at all times be operated in such a way as to ensure the health, safety, and welfare of the public, the employees working at the commercial cannabis business, visitors to the area, neighboring properties, and the end users of the cannabis being cultivated, to protect the environment from harm to streams, fish, and wildlife; to ensure the security of the cannabis being cultivated; and to safeguard against the diversion of cannabis.
- (g) All applicants for a **microbusiness permit which includes** cannabis cultivation **permit** shall submit to the following in addition to the information generally otherwise required for a commercial cannabis business:
 - (1) A cultivation and operations plan that meets or exceeds minimum legal standards for water usage, conservation and use; drainage, runoff, and erosion control; watershed and habitat protection; and proper storage of fertilizers, pesticides, and other regulated products to be used on the parcel, and a description of the cultivation activities and schedule of activities during each month of growing and harvesting, or explanation of growth cycles and anticipated harvesting schedules for all-season harvesting.
 - (2) A description of a legal water source, irrigation plan, and projected water use.
 - (3) Identification of the source of electrical power and plan for compliance with applicable Building Codes and related codes.
 - (4) Plan for addressing odor and other public nuisances that may derive from the cultivation site.

Section 9.60.330. Permissible Delivery Locations and Customers.

All retail businesses conducting cannabis delivery operations within the City of National City are subject to the following requirements:

- (a) A licensed cannabis business shall not deliver cannabis goods to an address located on publicly owned land or any address on land or in a building leased by a public agency.
- (b) A licensed cannabis business shall comply with all requirements of state and local law pertaining to the cannabis permit and all subsequent policies,

procedures and regulations which may be amended by the City Manager from time to time in order to enforce this Chapter.

- (c) Any kiosk, i-Pad, tablet, smartphone, fixed location or technology platform, whether manned or unmanned, other than a retail location permitted by the city, that facilitates, directs, or assists the retail sale or delivery of cannabis or cannabis products is prohibited and shall be a violation of this Chapter.

Section 9.60.340. Expiration of Commercial Cannabis Business Permits.

Each commercial cannabis business permit issued pursuant to this Chapter shall expire twelve (12) months after the date of its issuance. Commercial cannabis permits may be renewed as provided in Section 9.60.350.

Section 9.60.350. Renewal of Cannabis Business Permits.

- (a) An application for renewal of a commercial cannabis business permit shall be filed at least sixty (60) calendar days prior to the expiration date of the current permit.
- (b) The renewal application shall contain all the information required for new applications.
- (c) The applicant shall pay a fee in an amount to be set by the City Council to cover the costs of processing the renewal permit application, together with any costs incurred by the City of National City to administer the program created under this Chapter.
- (d) An application for renewal of a commercial cannabis business permit shall be rejected if any of the following exists:
 - (1) The application is filed less than sixty (60) days before its expiration.
 - (2) The commercial cannabis business permit is suspended or revoked at the time of the application.
 - (3) The commercial cannabis business has not been in regular and continuous operation in the four (4) months prior to the renewal application.
 - (4) The commercial cannabis business has failed to conform to the requirements of this Chapter, or of any regulations adopted pursuant

to this Chapter, or is in violation of any other state or local laws and regulations.

- (5) The permittee fails or is unable to renew its State of California license.
 - (6) If the state has determined, based on substantial evidence, that the permittee or applicant is in violation of the requirements of the state rules and regulations, and the state has determined that the violation is grounds for termination or revocation of the commercial cannabis business permit.
- (e) The City Manager ~~or the Chief of Police~~ or their designee is authorized to make all decisions concerning the issuance of a renewal permit. In making the decision, the City Manager or their designee is authorized to impose additional conditions to a renewal permit, if it is determined to be necessary to ensure compliance with state or local laws and regulations or to preserve the public health, safety or welfare. Appeals from the decision of the City Manager or their designee shall be handled pursuant to Sections 9.60.380 through 9.60.400.
- (f) If a renewal application is rejected, a person may file a new application pursuant to this Chapter no sooner than one (1) year from the date of the rejection.

Section 9.60.360. Revocation or Suspension of Permits.

Commercial cannabis business permits may be revoked or suspended for any violation of any relevant law and/or any rule, regulation and/or standard adopted pursuant to this Chapter, including any amendments to those standards, or pursuant to any policy, procedure or regulation in this Chapter or in the National City Municipal Code.

Section 9.60.370. Effect of State License Suspension, Revocation, or Termination.

Suspension of a license issued by the State of California, or by any of its departments or divisions, shall immediately suspend the ability of a commercial cannabis business to operate within the City of National City, until the State of California, or its respective department or division, reinstates or reissues the State license. Should the State of California, or any of its departments or divisions, revoke or terminate the license of a commercial cannabis business, such revocation or termination shall also revoke or terminate the ability of a commercial cannabis business to operate within the City of National City. A cannabis business owner wishing to recommence operations shall re-apply for a local permit at such time as it can demonstrate that the grounds for revocation

of the license by the state no longer exist, or that the underlying deficiency has otherwise been cured.

Section 9.60.380. Appeals.

Unless specifically provided elsewhere to the contrary, whenever an appeal is provided for in this Chapter from a decision of the City Manager or their designee, the appeal shall be conducted as prescribed in this Chapter.

Section 9.60.390. Written Request for Appeal.

- (a) Within ten (10) calendar days after the date of a decision of the City Manager or their designee(s) to revoke, suspend or deny a permit, or to add conditions to a permit, an applicant may appeal such action by filing a written appeal with the City Clerk setting forth the reasons why the decision was not proper. Reasons shall be stated with specificity.
- (b) At the time of filing the appellant shall pay the designated appeal fee, established by resolution of the City Council.

Section 9.60.400. Appeal Hearing Process.

- (a) Upon receipt of the written appeal, the City Clerk shall schedule the matter for a hearing before a hearing officer.
- (b) The appeal shall be set within a reasonable time after the date of receipt of the written appeal, but in no event shall be set later than thirty (30) City of National City working days from the date of the receipt of the written appeal. The hearing shall be held no later than ninety (90) City of National City working days from the date of the receipt of the written appeal. The City shall notify the appellant of the time and location at least ten (10) days prior to the date of the hearing. The appellant can waive the right to have their appeal set no later than thirty (30) City of National City working days and/or held no later than ninety (90) City of National City working days from the date of the receipt of the written appeal.
- (c) At the hearing, the appellant may present any information they deem relevant to the decision appealed. The formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing. The applicant may have the assistance of counsel or may appear by counsel.

- (d) After the City Manager or their designee has presented the statement of facts upon which the determination was made, the burden to show that the action taken by the City Manager or their designee was not based on substantial evidence, or was arbitrary, capricious, or unjustified shall be upon the appealing party.
- (e) If the applicant, or counsel representing the applicant, fails to appear at the hearing, the appeal is abandoned and the action of the City Manager or their designee is final.
- (f) The hearing officer may uphold the denial, suspension, or revocation, may allow that which has been denied, reinstate that which has been suspended or revoked, reverse or modify any other decision of the City Manager or their designee that is the subject of the appeal.
- (g) If the decision of the hearing officer is to deny the appeal, then that decision shall be final and conclusive and shall constitute the exhaustion of the administrative remedy.
- (h) A copy of the written decision of the hearing officer specifying findings of fact and the reasons for the decision shall be given to the applicant or the designated representative and the City Manager or their designee within thirty (30) calendar days of the hearing. If the hearing officer determines the complexity of the case required additional time in which to render a decision, the time in which to render the decision is automatically extended another thirty (30) calendar days. Service of the decision shall govern the commencement of any period of limitation for judicial review under Code of Civil Procedure Section 1094.6 or 1084.8, whichever is applicable.

Section 9.60.420. Transfer of Cannabis Business Permit.

- (a) The owner of a cannabis business permit shall not transfer ownership or control of the permit, within the first year of obtaining said permit, to another person or entity unless and until the transferee obtains an amendment to the permit from the City Manager or their designee stating that the transferee is now the permittee. Such an amendment may be obtained only if the transferee files an application with the City Manager or their designee in accordance with all provisions of this Chapter (as though the transferee were applying for an original cannabis business permit). The proposed transferee's application shall be accompanied by a transfer fee in an amount set by resolution of the City Council (or if not set, shall be the same amount as the application fee) and an acknowledgment that any labor agreements in existence at the time of transfer will be upheld by transferee.

- (b) The City Manager or their designee shall conduct a hearing to determine whether the transferee passed the background check required for permittees and meets all other requirements of this Chapter.
- (c) Commercial cannabis business permits issued through the grant of a transfer by the City Manager or their designee shall be valid for a period of one year beginning on the day the City Manager or their designee approves the transfer of the permit. Before the transferee's permit expires, the transferee shall apply for a renewal permit in the manner required by this Chapter.
- (d) Changes in ownership of a permittee's business structure or a substantial change in the ownership of a permittee business entity (changes that result in a change of more than **5425%** of the original ownership), must be approved by the City Manager or their designee through the transfer process contained in this subsection (a). Failure to comply with this provision is grounds for permit revocation.
- (e) A permittee may change the form of business entity without applying to the City Manager or their designee for a transfer of permit, provided that either:
1. The membership of the new business entity is substantially similar to original permit holder business entity (at least **5425%** of the membership is identical), or
 - ~~2. If the original permittee is an unincorporated association, mutual or public benefit corporation, agricultural or consumer cooperative corporation and subsequently transitions to or forms a new business entity as allowed under the MAUCRSA and in compliance with Section 9.60.420, provided that the Board of Directors (or in the case of an unincorporated association, the individual(s) listed on the City of National City permit application) of the original permittee entity are the same as the new business entity.~~
- Although a transfer is not required in **this these two** circumstances, the permit holder is required to notify the City Manager or their designee in writing of the change within ten (10) days of the change. Failure to comply with this provision is grounds for permit revocation.
- (f) No commercial cannabis business permit may be transferred when the City Manager or their designee has notified the permittee that the permit has been or may be suspended or revoked.
- (g) Any attempt to transfer a commercial cannabis business permit either directly or indirectly in violation of this section is hereby declared void,

and such a purported transfer shall be deemed a ground for revocation of the permit.

Section 9.60.430. Change in Location; Updated Permit Application.

- (a) Any time the dispensing, cultivation, manufacturing, transportation and distribution location specified in the regulatory permit is changed, the applicant shall re-file a permit application with the City Manager or their designee(s) containing the updated information. The process and the fees for this re-registration shall be the same as the process and fees set forth for registration in Sections 9.60.420(c) and 9.60.160.
- (b) Within fifteen (15) calendar days of any other change in the information provided in the permit application form or any change in status of compliance with the provisions of this Chapter, including any change in the commercial cannabis business ownership or management members, the applicant shall file an updated permit application form with the City Manager or their designee(s) for review along with a application amendment fee, as set forth in Sections 9.60.420(c) and 9.60.160).

Section 9.60.440. Promulgation of Regulations, Standards and Other Legal Duties.

- (a) In addition to any regulations adopted by the City Council, the City Manager or their designee is authorized to establish any additional rules, regulations and standards governing the issuance, denial or renewal of commercial cannabis business permits, the ongoing operation of commercial cannabis businesses and the City's oversight, or concerning any other subject determined to be necessary to carry out the purposes of this Chapter.
- (b) Regulations **may will** be published on the City's website.
- (c) Regulations promulgated by the City Manager shall become effective upon date of publication. Commercial cannabis businesses shall be required to comply with all state and local laws and regulations, including but not limited to any rules, regulations or standards adopted by the City Manager or their designee.
- (d) Testing Labs, Distribution facilities, Out of City Delivery Services and Special Events shall be subject to state law and shall be subject to additional City regulations as determined from time to time as more regulations are developed under Section 9.60.020 of this Chapter and any subsequent State of California legislation regarding the same.

Section 9.60.450. Community Relations.

- (a) Each facility must provide the City Manager or designee with the name, telephone number, and email address of an on-site community relations or staff person or other representative to whom the city can provide notice if there are operating problems associated with the facility or refer members of the public who may have any concerns or complaints regarding the operation of the facility. Each facility must also provide the above information to all businesses and residences located within 100 feet of the facility.
- (b) During the first year of operation of a facility authorized under this Chapter, the owner, manager, and community relations representative from each such facility must attend a monthly meeting with the City Manager ~~and Chief of Police~~ ~~and/or~~ or their designees to discuss costs, benefits and other community issues arising as a result of implementation of the Certificate of Approval authorized by this Chapter. After the first year of operation, the owner, manager, and community relations representative from each such facility must meet with the City Manager ~~and the Chief of Police~~ or their designee when and as requested by the City Manager ~~or Chief of Police~~ or their designee, with reasonable notice.

Section 9.60.460. Fees Deemed Debt to the City of National City.

The amount of any fee, cost or charge imposed pursuant to this Chapter shall be deemed a debt to the City of National City that is recoverable via an authorized administrative process as set forth in the City ordinance, or in any court of competent jurisdiction.

Section 9.60.470. Responsibility for Violations.

All Responsible persons pursuant to this Chapter shall be responsible for all violations of the laws of the State of California or of the regulations and/or the ordinances of the City of National City, whether committed by the property owner, permittee or any employee or agent of the property owner or permittee, which violations occur in or about the premises of the commercial cannabis business whether or not said violations occur within the permit holder's presence.

Section 9.60.480. Inspection and Enforcement.

- (a) The City Manager, or their designee charged with enforcing the provisions of the City of National City Municipal Code, or any provision thereof, may enter the location of a commercial cannabis business at any time, without notice, to check for compliance with all state and local laws and inspect the location of any commercial cannabis business as well as any recordings

and records required to be maintained pursuant to this Chapter or under applicable provisions of State law.

- (b) It is unlawful for any responsible persons, to impede, obstruct, interfere with, or otherwise not to allow, the City to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a commercial cannabis business under this Chapter or under state or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a commercial cannabis business under this Chapter or under state or local law.
- (c) The City Manager, or their designee charged with enforcing the provisions of this Chapter may enter the location of a commercial cannabis business at any time during the hours of operation and without notice to obtain samples of the cannabis to test for public safety purposes. Any samples obtained by the City of National City shall be logged, recorded, and maintained in accordance with established procedures by the City of National City's City Manager ~~or Chief of Police~~ or their designee or these regulations.

Section 9.60.490. Compliance with State Regulations.

It is the stated intent of this Chapter to regulate commercial cannabis activity in the City of National City in compliance with all provisions MAUCRSA and any subsequent state legislation.

Section 9.60.500. Violations Declared a Public Nuisance.

Each and every violation of the provisions of this Chapter is hereby deemed unlawful and a public nuisance and may be enjoined civilly or administratively. In addition, and to the extent not expressly provided elsewhere in this code, it is unlawful and a misdemeanor to maintain a public nuisance.

Section 9.60.510. Each Violation a Separate Offense.

Each and every violation of this Chapter shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the City of National City. Additionally, as a nuisance per se, any violation of this Chapter shall be subject to injunctive relief, any permit issued pursuant to this Chapter being deemed null and void, disgorgement and payment to the City for any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity. The City of National City may also pursue any and all remedies and actions available and applicable under state and local laws for any violations committed

by the commercial cannabis business or persons related to, or associated with, the commercial cannabis activity.

Section 9.60.520. Serious Violations Grounds for Immediate Suspension of License or Permit.

The City shall retain the authority, pursuant to Chapter 1.12, to address serious violations that rise to the level of posing an imminent threat to the public health, safety or welfare of the City, by immediately suspending the commercial cannabis license or permit issued by the City with a stop order. Such action by the City may be appealed pursuant to Sections 9.60.380 to 9.60.400 of this Chapter.

Section 9.60.530. Criminal Penalties.

Each and every violation of the provisions of this Chapter may in the discretion of the District Attorney or City Attorney be prosecuted as a misdemeanor and upon conviction be subject to a fine not to exceed one thousand dollars (\$1,000) or imprisonment in the County jail for a period of not more than twelve (12) months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.

Section 9.60.540. Remedies Cumulative and Not Exclusive.

- (a) The remedies provided herein are not to be construed as exclusive remedies. The City of National City is authorized to pursue any proceedings or remedies provided by law.
- (b) The City Attorney may, in addition to, or in lieu of prosecuting a criminal action hereunder, commence an action or actions, proceeding or proceedings for the abatement, removal, or enjoinder thereof, in any manner provided by law,

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending Sections 18.30.340 \(Medical marijuana dispensaries\) and 18.30.345 \(Medical marijuana cultivation\) of Title 18 \(Zoning\) of the National City Municipal Code. \(Applicant City-Initiated\) \(Case File 2019-29 A\) \(Planning\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 4, 2021

AGENDA ITEM NO.

ITEM TITLE:

Public hearing and Adoption of an Ordinance of the City Council of the City of National City amending Sections 18.30.340 (Medical marijuana dispensaries) and 18.30.345 (Medical marijuana cultivation) of Title 18 (Zoning) of the National City Municipal Code. (Applicant City-Initiated) (Case File 2019-29 A)

PREPARED BY: Martin Reeder, AICP 

DEPARTMENT: Community Development

PHONE: 619-336-4313

APPROVED BY: 

EXPLANATION:

At the City Council meeting of April 6, 2021, the City Council introduced an Ordinance amending Sections 18.30.340 (Medical marijuana dispensaries) and 18.30.345 (Medical marijuana cultivation) of Title 18 (Zoning) of the National City Municipal Code (NCMC). The amendments are designed to make Title 18 consistent with state law and with the proposed NCMC Chapter 9.60 related to commercial cannabis businesses.

The attached Ordinance needs to be adopted in order to complete the amendment process.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Not a project per California Environmental Quality Act (CEQA)

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Ordinance amending NCMC sections 18.30.340 and 18.30.345 related to medical marijuana.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Ordinance

ORDINANCE NO. 2021 –

AN ORDINANCE AMENDING SECTIONS 18.30.340 (MEDICAL MARIJUANA DISPENSARIES) AND 18.30.345 (MEDICAL MARIJUANA CULTIVATION) OF TITLE 18 (ZONING) 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, on March 15, 2021, a noticed Public Hearing was held by the Planning Commission, and all persons interested were given the opportunity to appear and be heard before the National City Planning Commission; and

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

WHEREAS, pursuant to a published 10-day notice of the adoption of said ordinance, a Public Hearing was held by the City Council on April 6, 2021, 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 HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. All protests, if any, against said amendment to the Municipal Code and each of them be and hereby are denied and overruled.

Section 2. Section 18.30.340 (Medical Marijuana Dispensaries) is hereby amended to read as follows:

18.30.340 - Commercial Marijuana Activity

A. Prohibition.

1. Commercial marijuana activity is prohibited except as provided for in Chapter 9.60 of the National City Municipal Code.

B. Definitions.

1. "Commercial marijuana activity" includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, labeling, transportation, distribution, delivery, or sale of marijuana and marijuana products.
2. For purposes of this section, "marijuana" shall have the same meaning as the definition of that word in Section 11018 of the California Health and Safety Code.

Section 3. Section 18.30.345 (Medical Marijuana Cultivation) is hereby struck in its entirety.

Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

Section 5. 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.

PASSED and ADOPTED this 4TH day of May, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Public Hearing No. 2 of 2 and adoption of a Resolution of the City of National City adopting the U.S Department of Housing and Urban Development \(HUD\) 2021-2022 Annual Action Plan and the allocation of 2021-2022 HUD entitlement grant funds, program income, and funds remaining from completed projects to Community Development Block Grant \(CDBG\) and HOME Investment Partnerships \(HOME\) Program activities proposed for 2021-2022 Annual Action Plan. \(Housing Authority\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 4, 2021

AGENDA ITEM NO.

ITEM TITLE:

Public Hearing No. 2 of 2 and adoption of a Resolution of the City of National City adopting the U.S Department of Housing and Urban Development (HUD) 2021-2022 Annual Action Plan and the allocation of 2021-2022 HUD entitlement grant funds, program income, and funds remaining from completed projects to Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program activities proposed for 2021-2022 Annual Action Plan.

PREPARED BY: Angelita Palma, Housing Programs Manager

DEPARTMENT: Housing Authority

PHONE: (619) 336-4219

APPROVED BY: 

EXPLANATION:

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 Second-Year Action Plan for program year 2021-2022 outlines how the City intends to spend \$733,391.00 in federal Community Development Block Grant (CDBG) and \$328,323.00 in federal HOME Investment Partnerships (HOME) Program entitlement funds. In addition to the funding sources noted above, the City will reprogram \$52,270.65 remaining from previously completed projects for CDBG as well as reprogram \$187,637.91 in HOME program income received.

A second Public Hearing will be conducted at the regularly scheduled City Council meeting on May 4, 2021 to review public comments received during a 30-day public review period from March 19 through April 18, 2021, on the draft 2021-2022 Annual Action Plan; and to provide interested persons and community groups with one last opportunity to share their thoughts regarding the Plan and the CDBG and HOME Program activities being proposed for program year 2021-2022. After all public comments have been considered at the Public Hearing on May 4, 2021, the City Council may adopt the Second-Year Action Plan and activities for submission to HUD before May 14, 2021. Additional information can be found on attachment number one.

FINANCIAL STATEMENT:

APPROVED: 

Finance

ACCOUNT NO.

APPROVED:

MIS

The City will receive \$733,391.00 in CDBG and \$313,035.00 in HOME Program funds for FY 2022. In addition, the City will reprogram to FY 2022 \$52,270.65 of CDBG funds from completed projects and \$187,637.91 in HOME program income received.

ENVIRONMENTAL REVIEW:

Not applicable to this report.

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Conduct the Public Hearing and adopt the resolution.

BOARD / COMMISSION RECOMMENDATION:

Not applicable to this report.

ATTACHMENTS:

1. Explanation
2. Public Hearing Notice
3. Action Plan Funding
4. Resolution

City of National City
May 4, 2021
Staff Report Explanation

Public Hearing No. 2 of 2 and adoption of a Resolution of the City of National City adopting the U.S Department of Housing and Urban Development (HUD) 2021-2022 Annual Action Plan and the allocation of 2021-2022 HUD entitlement grant funds, program income, and funds remaining from completed projects to Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program activities proposed for 2021-2022 Annual Action Plan.

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 statutory primary 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, and the annual action plan outlines how those needs and priorities will be addressed through the use of CDBG and HOME funds.

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 citizen participation is described in the Citizen and Community Participation Plan per City Council Resolution 2020-84 and can be found at www.nationalcityca.gov/cdg-home.

ANNUAL ACTION PLAN | Hard copies of the proposed plan is available through the office of the City Clerk (1243 National City Blvd.) or by calling the CDBG and HOME Program Administer at 619-336-4219. The document is also made available to the public at the City of National City website on the CDBG and HOME web page at www.nationalcityca.gov/cdbg-home.

PUBLIC HEARINGS | Project and Program funding recommendations for the CDBG and HOME entitlement grant funds, program income, and funds from previously completed projects were presented at the first public hearing held on March 16, 2021. A second Public Hearing will be conducted on May 4, 2021, to review public comments received during a 30-day public review period (March 19 through April 18, 2021) of the draft 2021-2022 Annual Action Plan; and to provide interested persons and community groups with one last opportunity to share their thoughts regarding the Plan and the CDBG and HOME Program activities being proposed. After all public comments have been considered at the Public Hearing on May 4, 2021, the City Council may adopt the 2021-2022 Action Plan and proposed CDBG and HOME Program and activities for submission to HUD before May 14, 2021.

HUD REVIEW: Upon receipt of the 2021-2022 Action Plan, HUD has 45 days to review and accept the Action Plan. HUD typically notices the City that the Action Plan is accepted by mid to late July.

City of National City
May 4, 2021
Staff Report Explanation

ANNUAL ACTION PLAN TIMELINE CDBG & HOME PROGRAMS	
Date	Action
November 24	CDBG/HOME Notice of funding availability to City departments and grant funding applications available for distribution
December 1	Virtual Application Workshop
January - April	Drafting of the 2021-2022 Action Plan
January 21	Application submission deadline for CDBG and HOME FY 2022 funding 6 p.m.
February	Application Review Period
March 5 to March 15	10-day Notice of Public Review Period and Notice of Public Hearing for the Draft 2021-2022 Action Plan
March 16	Public Hearing No. 1 on the 2021-2022 Action Plan and applicant funding recommendations to the City Council
March 19 to April 18	30-day Notice of Public Review Period and Notice of Public Hearing for the Draft 2021-2022 Action Plan
May 4	Virtual Public Hearing No. 2 (Final) to Approve the Draft 2021-2022 Action Plan
May 18	Submission of the 2021-2022 Action Plan to HUD
May	Applicant Award Notification
June-July	Begin contract negotiations with selected CDBG and HOME subrecipients and initiate environmental reviews.
July 1	Begin Program Year
All dates listed herein are tentative and are subject to change. Persons relying on this Schedule must contact the CDBG and HOME Program Administer at 619-336-4219 to confirm the actual date of each event listed above as the timeframe nears.	



PUBLIC NOTICE
CITY OF NATIONAL CITY

**30 DAY PUBLIC REVIEW PERIOD AND FINAL PUBLIC HEARING
FOR THE DRAFT 2021-2022 ANNUAL ACTION PLAN**

Notice is hereby given by the City of National City that the draft Annual Action Plan for program year 2021-2022 has been prepared. The Annual Action Plan outlines how the City plans to spend an estimated \$785,661.65 in Community Development Block Grant (CDBG) funds and \$516,460.91 in HOME Investment Partnerships (HOME) Program funds on activities that address the community development and housing needs of the City. In accordance with the federal regulations at 24 CFR, Part 91, the City of National City is required to prepare and submit an Annual Action Plan for its Housing and Community Development Programs to the U.S. Department of Housing and Urban Development (HUD).

In order to obtain the views of residents, public agencies, and other interested parties, the City of National City has the draft Annual Action Plan goals and activities for program year 2021-2022 online www.nationalcityca.gov/cdbg-home beginning March 19, 2021. A hardcopy of the plan will also be available through the Office of the City Clerk located at City Hall (1243 National City Blvd., National City, CA 91950) during normal hours of operation. The information will be available for public review for 30 days. Public comment on the draft 2021-2022 Annual Action Plan can be directed by mail to the City of National City Housing Authority at 1243 National City Blvd., National City, CA 91950, by email to housing@nationalcityca.gov or by phone at 619-336-4254.

A second and final Public Hearing will be conducted at the regularly scheduled City Council meeting on May 4, 2021, to review public comments received during a 30-day public review period (March 19 through April 18, 2021) on the draft 2021-2022 Annual Action Plan; and to provide interested persons and community groups with one last opportunity to share their thoughts regarding the Plan and the CDBG and HOME Program activities being proposed. After all public comments have been considered at the Public Hearing on May 4, 2021, the City Council will adopt the 2021-2022 Action Plan and proposed CDBG and HOME Program funding recommendations. The Action Plan will then be submitted to HUD for review and acceptance.

Public participation is an essential part of the development of the Annual Action Plan. Interested persons and community groups are invited to watch and participate in the hearing which will be held online at www.nationalcityca.gov/webcast.

Public comment may be submitted prior to the meeting in writing by email at PublicComment@nationalcityca.gov; please provide the agenda item number and title of the item in the subject line of the email. Public comments or testimony is limited to up to three (3) minutes. All email comments received by 4:00 p.m. on the day of the meeting will be emailed to the City Council Members and made a part of the official record. To provide live public comment during the meeting, you must pre-register on the City's website at <https://www.nationalcityca.gov/publiccomment> by 4:00 p.m. on the day of the regular meeting to join the City Council Meeting. For more information regarding this process, please contact the City Clerk's Office at (619) 336-4228 or by email at Clerk@nationalcityca.gov. Hearing-impaired persons, please use the CAL Relay Service Number 711. Asistencia en Español: Para que le interpreten la información en español, llame al (619) 336-4391.

Brad Raulston, City Manager
City of National City
March 19, 2021

		Community Development Block Grant & HOME Investment Partnerships Annual Action Plan Funding for HUD Program Year 2021 City Fiscal Year 2021-2022	
CDBG Entitlement	\$733,391.00	HOME Entitlement	\$328,323.00
CDBG Reallocation	\$ 52,270.65	HOME Program Income	\$187,637.91
Total CDBG funds available:	\$785,661.65	Total HOME funds available:	\$515,960.91
Community Development Block Grant (CDBG) Program			
Public Service Funds Available: \$82,091.15			
Applicant Name	Program Name	Funding Amount	
Community Services Department	Casa de Salud Youth Afterschool Program	\$	20,000.00
National City Public Library	Adult Literacy Services Program	\$	43,000.00
SBCS	NCPD Support Service: Domestic Violence Response Team	\$	19,091.15
		Public Service Total:	\$ 82,091.15
Non-Public Services Funds Available: \$556,892.50			
Applicant Name	Program Name	Funding Amount	
Fire Department	Fire Station 34 Section 108 Loan Payment	\$	556,892.50
		Non-Public Service Total:	\$ 556,892.50
Planning and Administration Funds Available: \$146,678.20			
Applicant Name	Program Name	Funding Amount	
National City Housing Authority	CDBG Program Administration	\$	105,678.00
CSA San Diego County	Fair Housing and Tenant-Landlord Education	\$	41,000.00
		Planning & Admin Total:	\$ 146,678.00
		CDBG Total:	\$ 785,661.65
HOME Investment Partnerships (HOME) Program			
Project Funds Available: \$464,364.91			
Applicant Name	Program Name	Funding Amount	
South Bay Community Services	Tenant Based Rental Assistance Program	\$	415,116.00
National City Housing Authority set-aside for a Community Housing Development Organization (CHDO)	CHDO Set-Aside	\$	49,248.91
		Total:	\$ 464,364.91
Planning & Administration Funds Available: \$51,596.09			
Applicant Name	Program Name	Funding Amount	
National City Housing Authority	HOME Program Administration	\$	51,596.00
		HOME Total:	\$ 515,960.91

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ADOPTING THE U.S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) 2021-2022 ANNUAL ACTION PLAN AND ALLOCATING THE 2021-2022 HUD ENTITLEMENT GRANT FUNDS, PROGRAM INCOME, AND FUNDS REMAINING FROM COMPLETED PROJECTS TO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM ACTIVITIES PROPOSED FOR 2021-2022 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 2021-2022 Annual Action Plan; and

WHEREAS, the City Council conducted a duly advertised Public Hearing on March 16, 2021, and May 4, 2021, to receive input from the public; and

WHEREAS, the 30-day comment period for the 2021-2022 Annual Action Plan occurred from March 19, 2021, to April 18, 2021; and

WHEREAS, the City will incorporate public comments received for the 2021-2022 Annual Action Plan; and

WHEREAS, HUD has notified the City of its 2021-2022 entitlement allocation in the amount of \$733,391.00 for CDBG and \$328,323.00 for the HOME Program that will be appropriated to the 2021-2022 Annual Action Plan activities, hereto attached as Exhibit "A"; and

WHEREAS, City staff has identified and verified the availability of \$52,270.65 in CDBG funds remaining from previous year projects that have been completed to supplement the funding of activities in 2021-2022 Annual Action Plan as listed on the attached Exhibit "A"; and

WHEREAS, City staff has also identified and verified program income received from the HOME Program in the amount of \$187,637.91 to supplement further the funding of activities in the 2021-2022 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: City Council authorizes 2021-2022 HUD entitlement funds in the amount of \$733,391.00 for CDBG and \$328,323.00 for the HOME Program to be appropriated to 2021-2022 Annual Action Plan activities, as set forth in Exhibit "A"; and

Section 2: City Council authorizes reallocating of \$52,270.65 in CDBG funds remaining from completed projects to supplement the funding of activities specified in the 2021-2022 Annual Action Plan, as set forth in Exhibit "A."

Section 3: City Council authorizes allocating \$187,637.91 in HOME Program income to supplement the funding of activities specified in the 2021-2022 Annual Action Plan, as set forth in Exhibit "A."

Section 4: City Council authorizes the submission of the 2021-2022 Annual Action Plan for the expenditure of said funds to HUD.

Section 5: City Council authorizes the City Manager to execute the final submission of the 2021-2022 Annual Action Plan, certifications, and agreements required by HUD to fully implement the activities funded under said Plan.

Section 6: City Council authorizes the City Manager to execute budget adjustments as necessary to reflect the funding allocations in the 2021-2022 Annual Action Plan.

Section 7: The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolution.

PASSED and ADOPTED this 4th day of May, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney



**Community Development Block Grant &
HOME Investment Partnerships
Annual Action Plan Funding for
HUD Program Year 2021
City Fiscal Year 2021-2022**

CDBG Entitlement	\$733,391.00	HOME Entitlement	\$328,323.00
CDBG Reallocation	\$ 52,270.65	HOME Program Income	\$187,637.91
Total CDBG funds available:	\$785,661.65	Total HOME funds available:	\$515,960.91

Community Development Block Grant (CDBG) Program

Public Service Funds Available: \$82,091.15

Applicant Name	Program Name	Funding Amount
Community Services Department	Casa de Salud Youth Afterschool Program	\$ 20,000.00
National City Public Library	Adult Literacy Services Program	\$ 43,000.00
SBCS	NCPD Support Service: Domestic Violence Response Team	\$ 19,091.15
Public Service Total:		\$ 82,091.15

Non-Public Services Funds Available: \$556,892.50

Applicant Name	Program Name	Funding Amount
Fire Department	Fire Station 34 Section 108 Loan Payment	\$ 556,892.50
Non-Public Service Total:		\$ 556,892.50

Planning and Administration Funds Available: \$146,678.20

Applicant Name	Program Name	Funding Amount
National City Housing Authority	CDBG Program Administration	\$ 105,678.00
CSA San Diego County	Fair Housing and Tenant-Landlord Education	\$ 41,000.00
Planning & Admin Total:		\$ 146,678.00
CDBG Total:		\$ 785,661.65

HOME Investment Partnerships (HOME) Program

Project Funds Available: \$464,364.91

Applicant Name	Program Name	Funding Amount
South Bay Community Services	Tenant Based Rental Assistance Program	\$ 415,116.00
National City Housing Authority set-aside for a Community Housing Development Organization (CHDO)	CHDO Set-Aside	\$ 49,248.91
Total:		\$ 464,364.91

Planning & Administration Funds Available: \$51,596.09

Applicant Name	Program Name	Funding Amount
National City Housing Authority	HOME Program Administration	\$ 51,596.00



**Community Development Block Grant &
HOME Investment Partnerships
Annual Action Plan Funding for
HUD Program Year 2021
City Fiscal Year 2021-2022**

CDBG Entitlement	\$733,391.00	HOME Entitlement	\$328,323.00
CDBG Reallocation	\$ 52,270.65	HOME Program Income	\$187,637.91
Total CDBG funds available:	\$785,661.65	Total HOME funds available:	\$515,960.91
			HOME Total: \$ 515,960.91

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City amending City Council Policy No. 201 entitled "Maintenance of Reserve Funds". \(City Manager\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 4, 2021

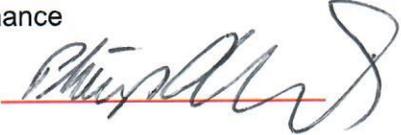
AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City amending City Council Policy 201 - "Maintenance of Reserve Funds."

PREPARED BY: Phil Davis, Interim Director of Finance **DEPARTMENT:** Finance

PHONE: (619) 336-4265

APPROVED BY: 

EXPLANATION:

See attached staff report.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

If approved, targeted reserve funds will be adjusted to reflect the direction provided in the revised City Council Policy 201.

ENVIRONMENTAL REVIEW:

N/A

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

STAFF RECOMMENDATION:

Adopt the resolution to amend City Council Policy 201 - "Maintenance of Reserve Funds."

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Staff Report
2. Table: Impact of Proposed Policy Revisions
3. Proposed Amended City Council Policy 201 (Strikethrough)
4. Resolution



City Council Staff Report

May 4, 2021

Agenda Item: Resolution of the City Council of the City of National City amending City Council Policy 201 - "Maintenance of Reserve Funds"

EXPLANATION

At the April 20, 2021 City Council budget workshop, the City Council reviewed the Preliminary Fiscal Year 2021-22 Budget and provided direction to staff regarding various matters, including to return to the City Council with a revised City Council Policy 201 – Maintenance of Reserve Funds. The City maintains reserves to strengthen its ability to withstand unexpected financial emergencies such as those that may result from natural disasters, revenue shortfalls, or unanticipated expenditures of a non-recurring nature, and to accumulate funds for large-scale purchases.

At the budget workshop, staff presented suggested adjustments to target levels for some of the reserves. Elements of the existing policy that were proposed to be changed were described and a table was presented that provided for each of them a dollar value for the current target, the current status, and the projected status at June 30, 2021, followed by the respective proposed new target levels and a comparison of the implied new values to the projected status at June 30, 2021. Attachment 2 shows a table similar to the reserve policy table that was included in the April 20 budget workshop, but with the addition of an "option 2" target level for the Unassigned Fund Balance, the Economic Contingency Reserve, and the Liability Insurance Reserve. Staff recommends that the City Council adopt the revised City Council Policy 201 as shown in Attachment 3, which incorporates the changes summarized in Attachment 2, and, for the Unassigned Fund Balance, the Economic Contingency Reserve, and the Liability Insurance Reserve, reflects the "option 2" target levels (highlighted in blue).

The existing Policy 201 covers targeted reserve levels in multiple categories. Not being addressed at this time are the reserve levels pertaining to the Sewer Fund or the Gas Taxes fund. For all other categories, the targeted reserve levels have been reviewed and associated changes are being recommended. In addition, one new reserve category is recommended to be added, namely, Unassigned Fund Balance. The proposed revisions are summarized below.

General Fund Economic Contingency Reserve: The current policy has a target of between 25% and 50% of a single year's general fund operating expenditures. The recommended revised policy would specify a target of 20% of a single year's general fund operating expenditures (option 2 in the table). This reserve would be accessed in the event of a catastrophic event or significant downturn in the economy. Formal City Council authorization is required to add to these reserves or to spend from them.

General Fund Unassigned Fund Balance: This category is proposed to be added to the policy with a target level of 10% of a single year's general fund operating expenditures (option 2 in the table). Together with the Economic Contingency Reserve, the City would have general purpose reserves of 30% of a single year's general fund operating expenditures, which falls within the range of the 25% - 50% level that is the current target for the Economic Contingency Reserve. The Unassigned Fund Balance would be used for smaller emergent needs. Amounts in excess of the target level would be available to augment other reserves or to utilize for one-time purposes.

General Liability Insurance Reserve: The current target level for this reserve is set at 80% of the confidence level of adequacy for net claims liability as updated annually by the City's actuary. No change is recommended for this reserve target. The actuary recommends that agencies maintain reserves that are within the confidence level range of 75% to 85%, making 80% the midpoint of that range. The assets of this reserve are held in the Liability Insurance Fund, an internal service fund for the City.

Workers' Compensation Reserve: The current target level for this reserve is set at 80% of the confidence level of adequacy for net claims liability as updated annually by the City's actuary. No change is recommended for this reserve target. The actuary recommends that agencies maintain reserves that are within the confidence level range of 75% to 85%, making 80% the midpoint of that range. The assets of this reserve are held in the Liability Insurance Fund, an internal service fund for the City.

Facilities Maintenance Reserve: The current policy target is an amount that is equal to between 10% and 15% of the acquisition costs of the City's building assets. The recommended revised target is three times the annual base need for performing major maintenance on the City's facilities, which is defined as being 1.5% of the City's general fund operating budget. The recommended revision to this section of the policy also specifies that the City's annual budget include funding for major maintenance in the amount of 1.5% of the general fund operating budget.

Vehicle Replacement Reserve: The current policy target is "an amount that is equal to between the accumulated depreciation and replacement value" of the vehicular assets. The recommended revised target is 30% of the recorded (book) value of the City's fleet. The assets of this reserve are held in the Vehicle Replacement Fund, an internal service fund for the City. Internal service fund charges to benefitting departments provide the mechanism for building the reserves in the fund. The charges take into account the initial acquisition cost of the assets, their expected years of service, and the estimated cost to replace them at that the end of their useful life.

Pension Trust Reserve: The current policy calls for a reserve equal to the total net liability of the City's pension plans. Staff recommends changing this target to two years of unfunded liability payments as determined by the most current CalPERS valuation reports for both the Safety and Miscellaneous plans. The existing assets in this reserve are held in a Section 115 trust and will grow over time. The City is currently evaluating whether to issue pension obligation bonds and, if it's determined to do so, the target level for this reserve will be re-examined in conjunction with that action.

Other Post-Employment Benefits (OPEB) Reserve: The current policy calls for a reserve equal to the total net liability of the City's OPEB plan. The recommendation is to reduce that target to 80% of the total net liability. The existing assets in this reserve are held in a Section 115 trust that will grow over time while the City continues to budget for and pay for this benefit out of current

resources. Once the target is reached, the earnings on the assets in the trust may be used to offset a portion of the annual cost of the benefit to the City.

Debt Service: The existing policy requires amounts to be reserved equal to the debt service payments for the upcoming year. There are no such requirements in the indentures of any of the City's current debt financings and therefore staff recommends that this reserve requirement be eliminated. Debt service payments are budgeted annually at the amounts required. The City has adequate amounts in its general purpose reserves to cover debt service payments should any adverse situation ever arise that would impact this obligation.

Impact of Proposed Revisions to City Council Policy 201
 (Items highlighted in blue are incorporated in the proposed amended policy)

Reserve Category	Target per Existing Policy 201	Level as of 6/30/2020	Level Projected for 6/30/2021	New Target	6/30/21 Over/(Under) New Target	Proposed Policy
Unassigned Fund Balance Option 1* (from Budget Workshop)	none	16,294,668	14,643,132	9,150,000	5,493,132	15% of General Fund Operating Expenses
Unassigned Fund Balance Option 2*	none	16,294,668	14,643,132	6,100,000	8,543,132	10% of General Fund Operating Expenses
Economic Contingency Reserve Option 1* (from Budget Workshop)	15,250,000	9,085,066	9,085,066	9,150,000	(64,934)	15% of General Fund Operating Expenses
Economic Contingency Reserve Option 2*	15,250,000	9,085,066	9,085,066	12,200,000	(3,114,934)	20% of General Fund Operating Expenses
Liability Insurance - General + Workers' Comp - Option 1 (from Budget Workshop)	13,283,000	14,466,396	15,000,000	12,689,000	2,311,000	75% confidence level
Liability Insurance - General + Workers' Comp - Option 2	13,283,000	14,466,396	15,000,000	13,283,000	1,717,000	80% confidence level (existing policy)
Facilities Maintenance	6,020,000	2,400,000	2,400,000	2,745,000	(345,000)	Three times the annual base need for major maintenance**
Vehicle Replacement	7,500,000	1,677,878	1,877,878	3,030,000	(1,152,122)	30% of the book value of vehicles
Pension Trust	114,700,000	6,339,807	6,466,604	18,400,000	(11,933,396)	Two years of UAL payments
OPEB Trust	5,700,000	3,197,914	3,261,872	4,560,000	(1,298,128)	80% of OPEB liability
Debt Service Reserve	535,169	535,169	535,169	-	535,169	Eliminate this reserve

* Based on General Fund operating expenses of \$61,000,000

** Annual budget for major maintenance at 1.5% of General Fund operating expenses

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: Maintenance of Reserve Funds

POLICY #201

ADOPTED: June 26, 1985
2021

AMENDED: ~~September 17, 2019~~ May 4,

Purpose

The ~~City will establish reserves~~ purpose of this policy is to strengthen ensure its the City's ability to withstand unexpected financial emergencies such as those that may result from ~~national natural~~ disasters, revenue shortfalls, or unanticipated expenditures of a non-recurring nature, and to accumulate funds for large-scale purchases.

Policy

The City ~~Manager is charged with the responsibility of will~~ accumulating accumulate and maintaining ~~the City's reserves in the categories and at the target levels described at below.~~ The actual amount of any of the reserves may exceed its target level because any additional amounts would increase the financial security of the City. ~~the following target levels:~~

- **GENERAL FUND ECONOMIC CONTINGENCY RESERVE:** an amount equal to ~~between twenty-five~~ twenty percent (~~2205%~~) and ~~fifty percent (50%)~~ of a single year's budgeted General Fund operating expenditures. "Operating expenditures" shall be defined as all expenditures, except those of a capital nature, plus operating subsidies provided to the Library Fund, Parks Fund, ~~Nutrition Fund, and Personnel~~ and Personnel Compensation Fund (OPEB benefits payments), or to any other fund as determined by the City Council. Formal City Council action is required to increase the balance in the reserve or to authorize the use of any portion of its balance. This reserve is intended to be used in the event of a catastrophic event or significant downturn in the economy that cannot be mitigated with other funding sources.
- **GENERAL FUND UNASSIGNED FUND BALANCE:** an amount equal to ten percent (10%) of a single year's budgeted General Fund operating expenditures. The general fund unassigned fund balance is determined annually as part of the preparation of the City's Comprehensive Annual Financial Report (CAFR). Amounts in excess of the target level will be used to increase or replenish other reserves (with priority given to the Economic Contingency and Facilities Maintenance reserves), to set aside resources for specific one-time uses, or as a funding source for one-time expenditures included in the annual budget or for needs that arise subsequent to budget adoption.
- **GENERAL FUND FACILITIES MAINTENANCE RESERVE:** an amount equal to ~~between ten percent (10%) and fifteen percent (15%) of the total acquisition cost of the~~ three

TITLE: Maintenance of Reserve Funds

POLICY #201

ADOPTED: June 26, 1985
2021

AMENDED: ~~September 17, 2019~~ May 4,

times the annual amount budgeted to provide major maintenance for the City's building assets. "Building assets" shall be defined as all permanent or nonpermanent structures constructed or installed to provide a workplace for City employees or house City assets and/or operations. The annual amount to be budgeted for major maintenance projects is 1.5% of the City's General Fund operating budget. Formal City Council action is required to increase the balance in the reserve or to authorize the use of any portion of its balance. This reserve is to be used for extraordinary major maintenance costs that cannot be met within the annual budgeted amount and for which no other funding source is available.

- **GAS TAXES FUND CONTINGENCY RESERVE:** an amount equal to a minimum of five percent (5%) of the estimated annual revenue of the Gas Taxes Fund.
- **SEWER SERVICE FUND OPERATIONS / CASH FLOW RESERVE:** an amount equal to between twenty-five percent (25%) and fifty percent (50%) of a single year's budgeted Sewer Service Fund operating expenditures.
- **SEWER SERVICE FUND METRO CASH FLOW RESERVE:** an amount equal to the City's estimated portion of the projected cash needs for capital costs of the San Diego Metropolitan Sewerage System's wastewater treatment program.

ADOPTED: June 26, 1985
2019 May 4, 2021

AMENDED: ~~September~~ 17,

- **SEWER SERVICE FUND CAPITAL REPLACEMENT RESERVE:** an amount equal to between ten percent (10%) and fifteen percent (15%) of a single year's budgeted Sewer Service Fund operating expenditures.
- **SEWER SERVICE FUND CAPITAL EXPANSION RESERVE:** an amount equal to between ten percent (10%) and fifteen percent (15%) of a single year's budgeted Sewer Service Fund operating expenditures.
- **SEWER SERVICE FUND EMERGENCY / NATURAL DISASTER RESERVE:** an amount equal to a minimum of fifteen percent (15%) of a single year's budgeted Sewer Service Fund operating expenditures.
- **GENERAL LIABILITY INSURANCE RESERVE:** an amount of assets in the Liability Insurance Fund (an internal service fund) sufficient to meet ensure liability insurance claim assets of the Liability Insurance Fund equal to the eighty percent (80%) Confidence confidence Level of Adequacy for net claims liability applicable to estimated liability insurance claims, as established biennially updated annually by the City's actuary. The reserve level requirements will be reviewed as part of the annual budget process whereupon internal service fund charges will be set such that anticipated expenditures for the budget year can be met and the reserve level maintained.
- **WORKERS' COMPENSATION RESERVE:** an amount of assets in the Liability Insurance Fund (an internal service fund) sufficient to meet the eighty percent (/80%) confidence level of adequacy for net claims liability as updated annually by the City's actuary. an amount sufficient to ensure Workers' Compensation claim assets of the Liability Insurance Fund equal to the eighty percent (80%) Confidence Level of Adequacy applicable to estimated Workers' Compensation claims, as established biennially by the City's actuary. The reserve level requirements will be reviewed as part of the annual budget process whereupon internal service fund charges will be set such that anticipated expenditures for the budget year can be met and the reserve level maintained.
- ~~**DEBT SERVICE RESERVES:** in each fund from which debt service is paid, an amount equal to the total required by applicable indenture(s) and/or other agreement(s), but in no case less than one year's debt service requirement of all long-term City obligations, excluding inter-fund loans.~~
- **IRREVOCABLE SUPPLEMENTAL PENSION TRUST RESERVE:** an amount equal to the total net pension liability of the City's pension plan two years of unfunded liability payments as determined by the most current CalPERS valuation reports for both the Safety

~~and Miscellaneous plans. The balance of this reserve shall not be subject to the “Replenishment of Reserves” guidelines. The assets of this reserve are held in an irrevocable Section 115 pension trust that may be used only for pension related costs and upon direction of the City Council. Investment earnings on the assets in the trust will be the primary vehicle for reaching the target level of reserves, although periodic contributions may be made from other sources upon direction of the City Council. Once the target level is reached, the earnings on the assets in the trust may be used to fund a portion of the City’s pension related payments to CalPERS. This target will be reevaluated should the City issue pension obligation bonds.~~

- **IRREVOCABLE OTHER POST-EMPLOYMENT BENEFITS TRUST RESERVE:** an amount equal to eighty percent (80%) of the total net other post-employment benefits (OPEB) liability of the City’s OPEB plan. Under the plan, the City provides payments to City retirees to be used towards medical insurance premiums. The City’s net OPEB liability is updated annually and reported in the City’s CAFR. The assets of this reserve are held in an irrevocable Section 115 OPEB trust that may be used only for the City’s OPEB plan and upon direction of the City Council.~~The balance of this reserve shall not be subject to the “Replenishment of Reserves” guidelines. Investment earnings on the assets in the trust will be the primary vehicle for reaching the target level of reserves, although periodic contributions may be made from other sources upon direction of the City Council. Once the assets in the trust reach the target level, the earnings on the assets may be used to offset a portion of the OPEB plan benefits that are routinely annually budgeted and paid for using other resources of the general fund.~~
- **VEHICLE REPLACEMENT RESERVE:** an amount equal to ~~between the accumulated depreciation and estimated~~thirty percent (30%) of the replacement~~recorded (book)~~ value of the motor vehicles and associated assets ~~of accounted for in~~ the Vehicle Replacement Fund (an internal service fund). Internal service fund charges to benefitting departments provide the mechanism for building the reserves in the fund. The charges take into account the initial acquisition cost of the assets, their expected years of service, and the estimated cost to replace them at that the end of their useful life. Once the target level is reached, the adequacy of the reserve with respect to the status of the fleet should be reevaluated along with the formula used for developing the ISF charges. For the purposes of this policy, “motor vehicle” shall be defined as a self-propelled, wheeled vehicle with propulsion provided by an engine or motor which must be operated by one or more persons to perform the function(s) for which it is designed.

~~The actual amount~~status of each reserve shall be ~~determined~~reviewed each year by the City Manager as part of the budgeting process. The City Manager shall take into account the most recently completed CAFR and any other pertinent data and shall be annually reported~~make recommendations~~ to the City Council ~~as part of or in conjunction with the Comprehensive Annual Financial Report (CAFR)~~regarding any adjustments to reserve levels; however, nothing in this

policy shall prevent determining or reporting on the level of any of the reserves at other times during the year.

~~The above requirements may be suspended only upon approval of Council.~~

Replenishment of Reserves

If ~~its-a~~ reserve balance falls below the ~~minimum required~~targeted level, the City shall strive to restore it to the ~~minimum required balance~~targeted level by any feasible means, including, but not limited to, ~~adopting a budgetary surplus; applying any cost savings, over realized revenues, and/or surpluses realized within the applicable fund; or transferring a portion of the General Fund Contingency Reserve.~~ Unless otherwise noted, the following guidelines will be used to restore a reserve fund ~~through budgetary or other means according to the following guidelines:~~

- If a reserve is drawn down to 75-99% of its ~~minimum required~~targeted balance, it shall be restored to 100% over a 1 to 3 year period.
- If a reserve is drawn down to 50-74% of its ~~minimum required~~targeted balance, it shall be restored to 100% over a 3 to 5 year period.
- If a reserve is drawn down below 50% of its ~~minimum required~~targeted balance, it shall be restored to 100% over a 5 to 7 year period.

These guidelines may be suspended, in whole or part, if financial or economic circumstances prevent meeting any or all of the timelines.

~~Once established or increased, a reserve balance shall become committed fund balance, as defined by Governmental Accounting Standards Board Statement Number 54, within the applicable fund and, as such, shall require Council approval for all transfers and expenditures therefrom.~~

Related Policy References

None

Prior Policy Amendments

September 17, 2019

November 21, 2017

June 7, 2016

October 7, 2014

December 10, 2013

March 12, 2002

TITLE: Maintenance of Reserve Funds

POLICY #201

ADOPTED: June 26, 1985

AMENDED: May 4, 2021

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING AN AMENDMENT TO CITY COUNCIL POLICY 201 ENTITLED: MAINTENANCE OF RESERVE FUNDS

WHEREAS, the City Council of the City of National City held a special meeting 4 p.m. on April 20, 2021 to review the City's fiscal year 2021/2022 budget; and

WHEREAS, during the City Council special meeting the City staff presented its proposed revisions to City Council Policy 201 "Maintenance of Reserve Funds".

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

Section 1: City Council approves the proposed revisions to City Council Policy 201 "Maintenance of Reserves".

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

PASSED and ADOPTED this 4th day of May, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Notice of Decision – Planning Commission approval of a Conditional Use Permit \(CUP\) to operate a church \(Iglesia de Cristo\) located at 322 Highland Avenue. \(Applicant: Francis Rodriguez\) \(Case File No. 2021-02 CUP\) \(Planning\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: | May 4, 2021 |

AGENDA ITEM NO. |

ITEM TITLE:

Notice of Decision – Planning Commission approval of a Conditional Use Permit (CUP) to operate a church (Iglesia de Cristo) located at 322 Highland Ave. (Applicant: Francis Rodriguez) (Case File No. 2021-02 CUP)

PREPARED BY: Chris Stanley – Assistant Planner

DEPARTMENT: Community Development

PHONE: | 619-336-4381 |

APPROVED BY: _____ 

EXPLANATION:

The business has applied for a CUP to operate a church (Iglesia de Cristo) in a vacant suite located at 322 Highland Ave. The originally-proposed hours of operation were 10:00 a.m. to 1:00 p.m. Sundays, 7:00 p.m. to 9:00 p.m. Mondays, 7:00 p.m. to 8:30 p.m. Tuesdays, 7:00 p.m. to 9:30 pm. Thursdays, and 6:00 a.m. to 8:00 a.m. Saturdays.

The Planning Commission conducted a public hearing on April 19, 2021. Commissioners asked questions regarding air quality, parking, and the hours of operation. The Commission voted to approve the CUP based on required findings and subject to Conditions of Approval, with the additional hours of 7:00 p.m. to 9:00 p.m. on Wednesdays.

The attached Planning Commission staff report describes the proposal in detail. |

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

The project is categorically exempt as defined in Class 1, Section 15301 Existing Facilities.

ORDINANCE: INTRODUCTION: | |

FINAL ADOPTION: | |

STAFF RECOMMENDATION:

Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed. |

BOARD / COMMISSION RECOMMENDATION:

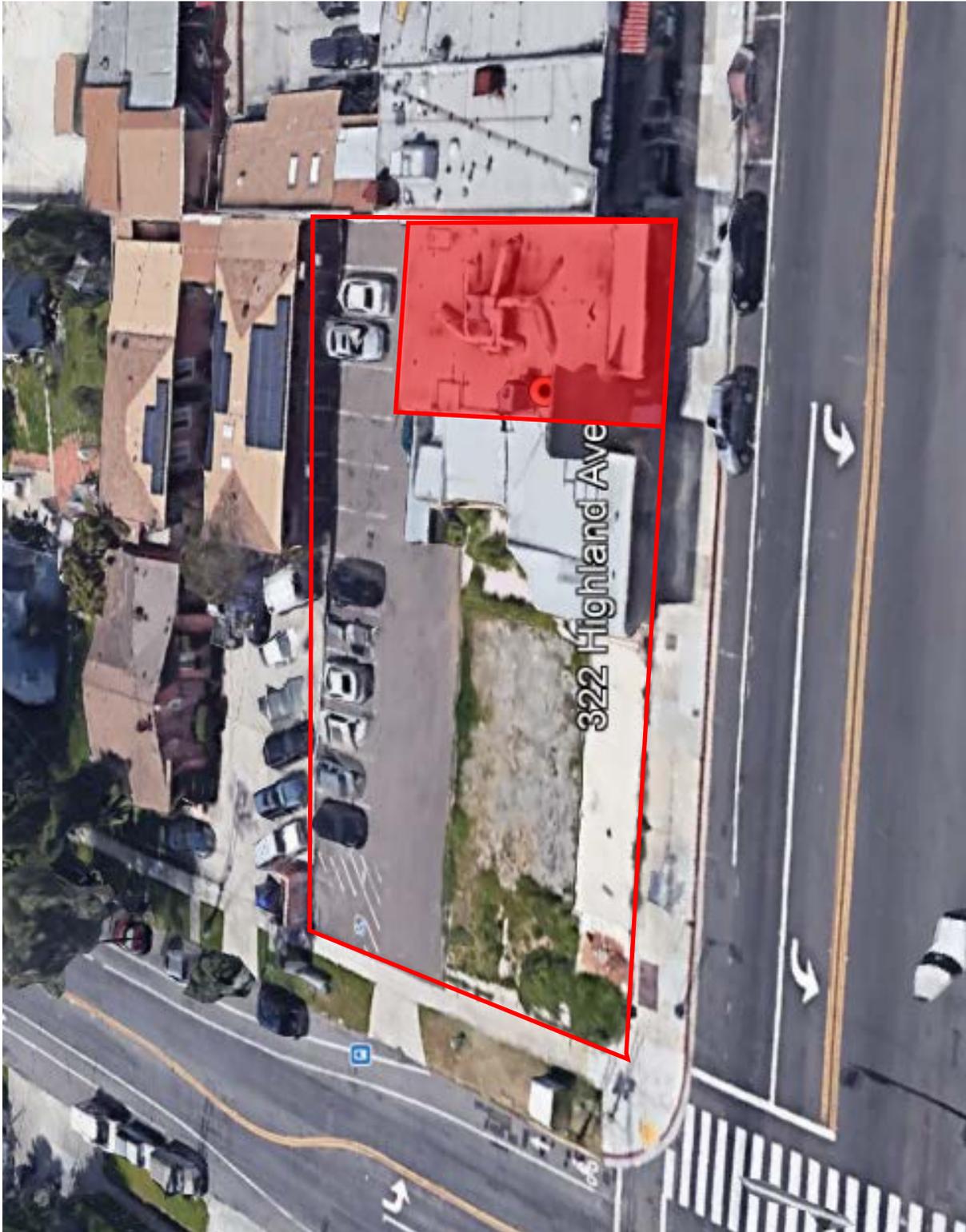
The Planning Commission approved the Conditional Use Permit.

Ayes: Natividad, DelaPaz, Flores, Sendt, Roman Nays: Yamane, Sanchez

ATTACHMENTS:

- | | |
|-------------------------------------|---------------------------|
| 1. Overhead | 3. Resolution No. 2021-03 |
| 2. Planning Commission Staff Report | 4. Reduced Plans |

2021-02 CUP – 322 Highland Avenue – Overhead



ATTACHMENT 1



COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title: PUBLIC HEARING – CONDITIONAL USE PERMIT TO OPERATE A CHURCH (IGLESIA DE CRISTO) LOCATED AT 322 HIGHLAND AVENUE

Case File No.: 2021-02 CUP

Location: Northwest Corner of Highland Avenue and Fourth Street

Assessor’s Parcel Nos.: 557-127-05

Staff report by: Chris Stanley, Assistant Planner

Applicant: Francis Rodriguez

Zoning designation: Minor Mixed-Use Corridor (MXC-1)

Adjacent land use/zoning:

North: Retail / MXC-1

East: Retail & residential / MXC-1

South: Retail / MXC-1

West: Single & Multi-family residential / Small lot residential (RS-2)

Environmental review: Categorically Exempt pursuant to Class 1 Section 15301 (Existing Facilities)

Staff recommendation: Approve

ATTACHMENT 2

Staff Recommendation

Staff recommends approval of a proposed church at an existing commercial building. The use is conditionally-allowed in the Minor Mixed-Use Corridor (MXC-1) zone and is consistent with the General Plan and Land Use Code.

Executive Summary

The applicant has applied for a Conditional Use Permit (CUP) for a church at a vacant commercial suite. Conditions would restrict the hours of operation to ensure that the church would not conflict with the uses of the surrounding properties.

Site Characteristics

The project location is a vacant 1,296 square foot suite in a commercial building located at 322 Highland Ave.; the property is located in the MXC-1 zone. North and south of the property along Highland Ave, are retail uses. East across Highland is also retail and mixed-use. West of the property is single-family and multi-family uses.

Proposed Use

The applicant is proposing to operate a church in a commercial suite within the building. The site would consist of 14 parking spaces and a single driveway that would be accessed from E. 4th St. The interior of the building would consist of an office, a restroom, storage area, and the gather space.

Analysis

A church requires one parking space for every 35 square feet of seating area; with 256 square feet of proposed seating area, the site would need to provide seven parking spaces; the site currently has 14 parking spaces, double the required amount. While it should be noted that there is a separate suite on the premises (330 Highland Ave.), there is not currently a business in that suite. In the future, if/when there is a business in 330 Highland Ave., the two operations will share the 14 parking spaces; this will not be an issue due to the church operating on limited hours mostly outside of primary business hours (10 a.m. to 1 p.m. Sundays, 7 p.m. to 9 p.m. Mondays, 7 p.m. to 8:30 p.m. Tuesdays, 7 p.m. to 9:30 p.m. Thursdays, and 6 a.m. to 8 a.m. Saturdays) and the fact that shopping centers with multiple tenants require a parking space for every 200 square feet of retail space. The adjacent suite, 330 Highland Ave. is 1,228 square feet in size, which would only require six parking spaces; the site would have a surplus parking space.

Noise impacts are a general point of caution for public assembly uses. There are residential units west of the subject site, but there is a parking lot between the church and the residential neighborhood, which would provide space between the church and the houses. The church entrance is also located on the east side of the property, opposite of the residential lots. In addition to the fact that the hours of operation are limited, a condition of approval for the project is that the church must adhere to the allowable noise levels and must keep their doors closed in order to help alleviate any potential noise concerns.

Findings for Approval

The Municipal Code contains six required findings for CUPs:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code.

The use is allowable within the Minor Mixed-Use Corridor (MXC-1) zone pursuant to a CUP and is consistent with the General Plan and Land Use Code.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

General Plan Policy LU-4.3 Promotes infill development, redevelopment, rehabilitation, and reuse efforts that contribute positively to existing neighborhoods and surrounding areas.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity.

The site is an existing commercial building that conditionally permits public assembly.

4. The site is physically suitable for the type, density, and intensity of the use being proposed; including access, utilities, and the absence of physical constraints.

The site provides the required parking and would only be in use a limited amount of time outside of primary business hours, limiting potential traffic concerns.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

Potential noise from the church will not affect the surrounding properties due to conditions set within the permit requiring that doors and windows be shut during service and noise levels be in compliance with the City's municipal code. In addition, granting the CUP will fill a long-standing vacancy and provide a public service.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA).

It can be seen with certainty that the project will not have a significant effect on the environment due to the project involving no new development and residing in an existing facility. Staff has determined the proposed use to be categorically exempt from environmental review pursuant to Class 1 Section 15301 (Existing Facilities), for which a Notice of Exemption will be filed subsequent to approval of this CUP.

Conditions of Approval

The approved hours of operation for the church shall be 10 a.m. to 1 p.m. Sundays, 7 p.m. to 9 p.m. Mondays, 7 p.m. to 8:30 p.m. Tuesdays, 7 p.m. to 9:30 p.m. Thursdays, and 6 a.m. to 8 a.m. Saturdays. The Fire Department requires that and that the applicant shall have a business license prior to operation. The Planning Division requires all doors and windows to remain closed during church services or other activities that may generate excessive noise, that all activities shall comply with the limits set forth in Table III of Title 12 (Noise) of the National City Municipal Code, and that all parking spaces shall conform to minimum standards as contained in section 18.45 (Off-street loading and parking).

Summary

The proposed project is consistent with the Land Use Code in that it promotes infill development, redevelopment, rehabilitation, and reuse efforts that contribute positively to existing neighborhoods and surrounding areas. The proposed church would have double the required amount of parking spaces and would be

in operation on a limited basis, limiting both the traffic and noise impacts. While there is a residential neighborhood to the west, the entrance for the church is located on the east side of the building and conditions of approval will require that the doors be closed during service and that all required noise levels be met.

OPTIONS

1. Approve 2021-02 CUP subject to the conditions listed below, based on the attached findings, or findings to be determined by the Planning Commission; or
2. Deny 2021-02 CUP based on the attached finding or findings to be determined by the Planning Commission; or,
3. Continue the item to a later date in order to obtain additional information.

ATTACHMENTS

1. Recommended Findings
2. Recommended Conditions of Approval
3. Overhead
4. Applicant's Plans (Exhibit A, Case File No. 2021-02 CUP, dated 3/18/2021)
5. Public Hearing Notice (Sent to 74 property owners & occupants)
6. CEQA Notice of Exemption
7. Resolution



CHRIS STANLEY
Assistant Planner

ARMANDO VERGARA
Director of Community Development

RECOMMENDED FINDINGS FOR APPROVAL

2021-02 CUP – 322 Highland Avenue

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because the use is allowable within the Minor Mixed-Use Corridor (MXC-1) zone pursuant to a CUP, and is consistent with the General Plan and Land Use Code.
2. The proposed use is consistent with the General Plan, because General Plan Policy LU-4.3 promotes infill development, redevelopment, rehabilitation, and reuse efforts that contribute positively to existing neighborhoods and surrounding areas.
3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the site is an existing commercial building that permits public assembly.
4. The site is physically suitable for the type, density, and intensity of the use being proposed, including access, utilities, and the absence of physical constraints, because the site is physically suitable for a church because it provides the required parking and would only be in use a limited amount of time outside of primary business hours, limiting potential traffic concerns.
5. Granting the permit would not constitute a nuisance, be injurious, or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because potential noise from the church will not affect the surrounding properties due to conditions set within the permit requiring that doors and windows be shut during service and noise levels be in compliance with the City's municipal code. In addition, granting the CUP will fill a long-standing vacancy and provide a public service.
6. The proposed project has been reviewed in compliance with CEQA because it can be seen with certainty that the project will not have a significant effect on the environment due to the project involving no new development and residing in an existing facility. Staff has determined the proposed use to be categorically exempt from environmental review pursuant to Class 1 Section 15301 (Existing Facilities), for which a Notice of Exemption will be filed subsequent to approval of this CUP.

RECOMMENDED CONDITIONS OF APPROVAL

2021-02 CUP – 322 Highland Avenue

General

1. This Conditional Use Permit authorizes the operation of a church at 322 Highland Ave. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform to Exhibit A, case file no. 2021-02 CUP, dated 3/18/2021.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the City Manager prior to recordation.
3. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
4. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
5. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval.

Planning

6. The operation of the church shall be permitted for Sundays between the hours of 10 a.m. and 1 p.m., Mondays between the hours of 7 p.m. and 9 p.m., Tuesdays between the hours of 7 p.m. and 8:30 p.m., Thursdays between the hours of 7 p.m. and 9:30 p.m., and Saturdays between the hours of 6:00 a.m. and 8 a.m.
7. All doors and windows shall remain closed during church services or other activities that may generate excessive noise.
8. All activities shall comply with the limits set forth in Table III of Title 12 (Noise) of the National City Municipal Code.

9. All parking spaces shall conform to minimum standards as contained in section 18.45 (Off-street loading and parking).

Fire

10. Plans are to be designed, fabricated, and installed to code.
11. The project shall be in compliance with the current editions of NFPA, CFC, Title 19, and the City of National City Municipal Codes.
12. Occupant load proposed (49) shall be maintained and not exceeded at any time.
13. The occupant shall request Fire Department official occupant load certificate prior to operation.
14. The occupant shall maintain all code required paths of travel from inside of structure to outside of building at all times. Concentrated tables and chairs may not obstruct paths of egress or exit ways at any time.
15. Should any plan corrections be required, contractor must correct the plan and re-submit to the Fire Department for approval once again prior to installation.
16. The occupant shall obtain a business license prior to operation.
17. Requirements that are essential for the public safety of an existing or proposed activity, building or structure, or for the safety of the occupants thereof, that are not specifically provided for by this code, shall be determined by the Fire Official.
18. Where there is conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in a specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.
19. The Fire Code Official is hereby authorized to enforce the provisions of this code and shall have the authority to render interpretations of this code, and to adopt policies, procedures, rules and regulations in order to clarify the application of its provisions. Such interpretations, policies, procedures, rules and regulations shall be in compliance with the intent and purpose of this code and shall not have the effect of waiving requirements specifically provided for this code.
20. Should any plan corrections be required, the contractor must correct the plans and re-submit to the Fire Department for approval prior to installation.

21. Approval for final sign-off shall be contingent upon final field inspection and compliance with all applicable codes and ordinances.



COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF PUBLIC HEARING

CONDITIONAL USE PERMIT FOR THE OPERATION OF A CHURCH
(IGLESIA DE CRISTO) LOCATED AT 322 HIGHLAND AVENUE
CASE FILE NO. 2021-02 CUP
APN: 556-127-05

The National City Planning Commission will hold a public hearing at their regular online meeting after the hour of 6:00 p.m. **Monday, April 19, 2021**, on the proposed request. The meeting will be LIVE WEBCAST from the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request. (Applicant: Francis Rodriguez)

Due to the precautions taken to combat the spread of coronavirus (COVID-19), City Hall, including the City Council Chambers, are closed to the public. Anyone interested in this public hearing may observe it on the City's website at <http://www.nationalcityca.gov/government/city-clerk/council-webcast>.

The applicant is proposing a church in an existing 1,296 square-foot commercial space at 322 Highland Ave. The property is located in the Minor Mixed-Use Corridor (MXC-1) zone. The proposed operation hours are 10 a.m. to 1 p.m. Sundays, 7 p.m. to 9 p.m. Mondays, 7 p.m. to 8:30 p.m. Tuesdays, 7 p.m. to 9:30 p.m. Thursdays, and 6 a.m. to 8 a.m. Saturdays.

Plans are available for review at the City's Planning Division, Civic Center. Members of the public are invited to comment. Written comments should be received by the Planning Division on or before 12:00 p.m., **April 19, 2021**, who can be contacted at 619-336-4310 or planning@nationalcityca.gov

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

NATIONAL CITY PLANNING DIVISION

ARMANDO VERGARA
Director of Community Development



NOTICE OF EXEMPTION

TO: Assessor/Recorder/County Clerk
Attn: Fish and Wildlife Notices
1600 Pacific Highway, Suite 260
San Diego, CA 92101
MS: A-33

Lead Agency: City of National City

Project Title: 2021-02 CUP

Project Location: 322 Highland Avenue National City, CA 91950

Contact Person: Chris Stanley **Telephone Number:** (619) 336-4381

Description of Nature, Purpose and Beneficiaries of Project:
Conditional Use Permit for a church located at 322 Highland Avenue

Applicant: Francis Rodriguez **Telephone Number:** (619) 894-1640

Exempt Status:

Categorical Exemption - Class 1 Section 15301 Existing Facilities (interior alterations- interior partitions)

Reasons why project is exempt:

It can be seen with certainty that the project will not have a significant effect on the environment. The project involves no new development and will reside in an existing facility.

Date:

CHRIS STANLEY
Assistant Planner

RESOLUTION NO. 2021-03

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA,
APPROVING A CONDITIONAL USE PERMIT
TO OPERATE A CHURCH (IGLESIA DE CRISTO)
LOCATED AT 322 HIGHLAND AVENUE
CASE FILE NO. 2021-02 CUP
APN: 556-127-05

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for the operation of a church at 322 Highland Avenue at a duly advertised public hearing held on April 19, 2021, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2021-02 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on April 19, 2021, support the following findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because the use is allowable within the Minor Mixed-Use Corridor (MXC-1) zone pursuant to a CUP, and is consistent with the General Plan and Land Use Code.
2. The proposed use is consistent with the General Plan, because General Plan Policy LU-4.3 promotes infill development, redevelopment, rehabilitation, and

reuse efforts that contribute positively to existing neighborhoods and surrounding areas.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the site is an existing commercial building that permits public assembly.
4. The site is physically suitable for the type, density, and intensity of the use being proposed, including access, utilities, and the absence of physical constraints, because the site is physically suitable for a church because it provides the required parking and would only be in use a limited amount of time outside of primary business hours, limiting potential traffic concerns.
5. Granting the permit would not constitute a nuisance, be injurious, or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because potential noise from the church will not affect the surrounding properties due to conditions set within the permit requiring that doors and windows be shut during service and noise levels be in compliance with the City's municipal code. In addition, granting the CUP will fill a long-standing vacancy and provide a public service.
6. The proposed project has been reviewed in compliance with CEQA because it can be seen with certainty that the project will not have a significant effect on the environment due to the project involving no new development and residing in an existing facility. Staff has determined the proposed use to be categorically exempt from environmental review pursuant to Class 1 Section 15301 (Existing Facilities), for which a Notice of Exemption will be filed subsequent to approval of this CUP.

BE IT FURTHER RESOLVED that the application for Conditional Use Permit is approved subject to the following conditions:

General

1. This Conditional Use Permit authorizes the operation of a church at 322 Highland Ave. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform to Exhibit A, case file no. 2021-02 CUP, dated 3/18/2021.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*.

The applicant shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the City Manager prior to recordation.

3. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
4. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
5. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval.

Planning

6. The operation of the church shall be permitted for Sundays between the hours of 10 a.m. and 1 p.m., Mondays between the hours of 7 p.m. and 9 p.m., Tuesdays between the hours of 7 p.m. and 8:30 p.m., Wednesdays between the hours of 7 p.m. and 9 p.m., Thursdays between the hours of 7 p.m. and 9:30 p.m., and Saturdays between the hours of 6:00 a.m. and 8 a.m.
7. All doors and windows shall remain closed during church services or other activities that may generate excessive noise.
8. All activities shall comply with the limits set forth in Table III of Title 12 (Noise) of the National City Municipal Code.
9. All parking spaces shall conform to minimum standards as contained in section 18.45 (Off-street loading and parking).

Fire

10. Plans are to be designed, fabricated, and installed to code.
11. The project shall be in compliance with the current editions of NFPA, CFC, Title 19, and the City of National City Municipal Codes.
12. Occupant load proposed (49) shall be maintained and not exceeded at any time.
13. The occupant shall request Fire Department official occupant load certificate prior to operation.

14. The occupant shall maintain all code required paths of travel from inside of structure to outside of building at all times. Concentrated tables and chairs may not obstruct paths of egress or exit ways at any time.
15. Should any plan corrections be required, contractor must correct the plan and re-submit to the Fire Department for approval once again prior to installation.
16. The occupant shall obtain a business license prior to operation.
17. Requirements that are essential for the public safety of an existing or proposed activity, building or structure, or for the safety of the occupants thereof, that are not specifically provided for by this code, shall be determined by the Fire Official.
18. Where there is conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in a specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.
19. The Fire Code Official is hereby authorized to enforce the provisions of this code and shall have the authority to render interpretations of this code, and to adopt policies, procedures, rules and regulations in order to clarify the application of its provisions. Such interpretations, policies, procedures, rules and regulations shall be in compliance with the intent and purpose of this code and shall not have the effect of waiving requirements specifically provided for this code.
20. Should any plan corrections be required, the contractor must correct the plans and re-submit to the Fire Department for approval prior to installation.
21. Approval for final sign-off shall be contingent upon final field inspection and compliance with all applicable codes and ordinances.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of April 19, 2021, by the following vote:

AYES: Dela Paz, Flores, Sendt, Natividad, Roman

NAYS: Sanchez, Yamane

ABSENT: None.

ABSTAIN: None.



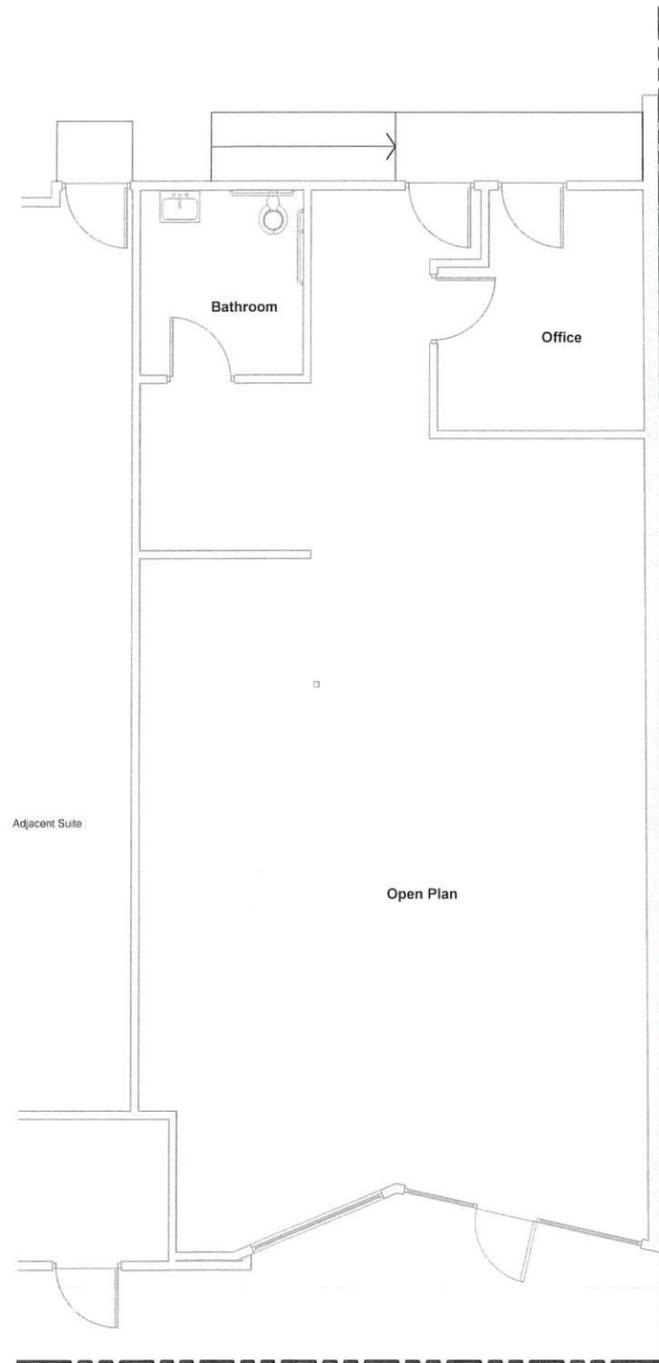
CHAIRPERSON

EXHIBIT: A
CASE FILE NO.: 2021-02 CWP
DATE: 3-18-21

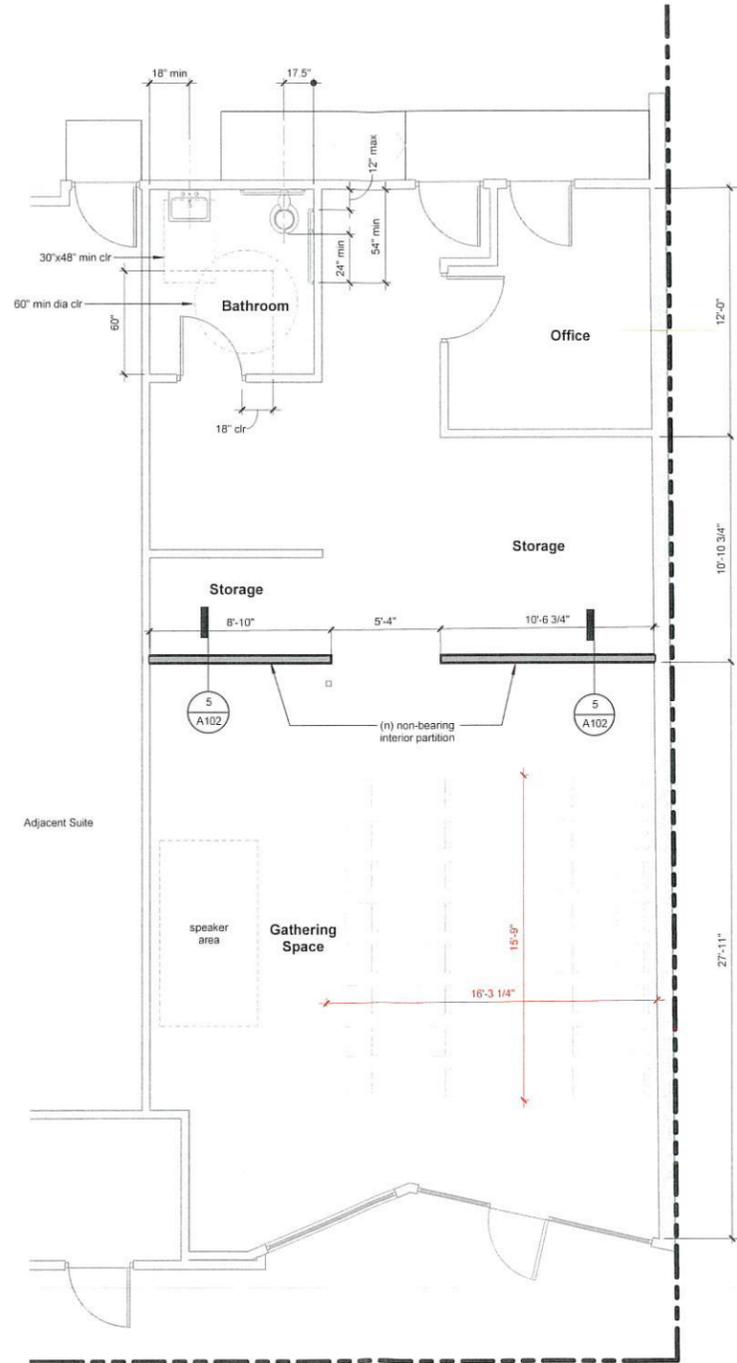
JLC Architecture
337 South Cedros Avenue, Suite J
Solana Beach, CA 92075
www.jlcarc.com
office: 858 438 7777

ARCHITECT
No. C22938
REN. 7/31/2021
STATE OF CALIFORNIA
These drawings and specifications are the property of the architect and shall not be used on any other work except by agreement with the architect.

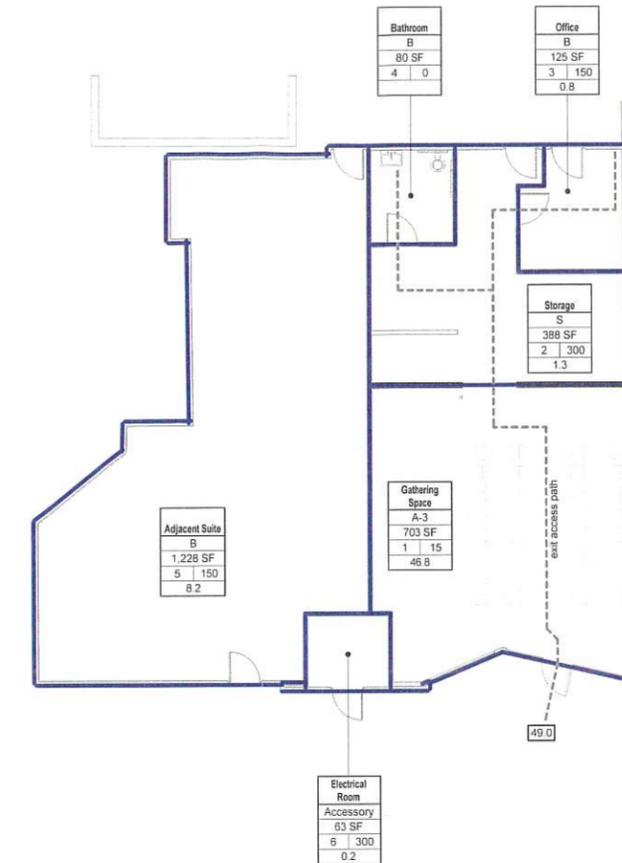
Iglesia de Cristo TI
322 Highland Avenue, National City, CA 91950



3 Floor Plan - Existing
1/4" = 1'-0"



2 Floor Plan - New
1/4" = 1'-0"



1 Area Plan - Occupant Load Analysis
1/8" = 1'-0"

SYMBOL LEGEND

Unit 13	← area/room name
R-2	← occupancy type
504 SF	← area of room
1 200	← occupant load factor
2.5	← occupant load
	← use code (see table below)
36.1	← cumulative occupant load
●●●●●●	← accessible POT
-----	← exit access path

Use Code	Use Description	Occupancy Load Factor
1	Worship Gathering Space	15 gross
2	Storage	300 gross
3	Office	150 gross
4	Bathroom	no occupant load
5	Business	150 gross
6	Electrical Room	300 gross

FLOOR AREA SUMMARY (322 Highland only)				
Unit	Area	Occupant Load Factors	Occupant Load	Comments
Bathroom	80 SF	0 SF	0.0	no occupant load
Gathering Space	703 SF	15 SF	46.8	unconcentrated use (tables and chairs)
Office	125 SF	150 SF	0.8	accessory use
Storage	388 SF	300 SF	1.3	accessory use
Total	1,296 SF		49.0	



The following page(s) contain the backup material for Agenda Item: [City Manager Report.
\(City Manager\)](#)

Please scroll down to view the backup material.

Item # ____
05/04/21

City Manager Report

(City Manager)